



General Website Terms of Use

Effective July 30, 2021

Welcome to Cognia®! Cognia, Inc. and its subsidiaries and affiliates (“Cognia”, “us”, or “we”) operate this website (the “Site”) and related applications, content, tools, functionality, products and services (collectively referred to as the “Cognia Services”). By accessing or using this Site, you agree to these Terms of Use and the disclaimers and terms and conditions stated on the Site and with the Cognia Services (“Site Terms of Use”). You should carefully read these Site Terms of Use before using any part of the Site or any Cognia Services. If you do not agree to be bound by these Site Terms of Use, you may not access or use the Site or any Cognia Services.

It is important that visitors to the Site are aware of their respective legal rights and obligations when using the Site and Cognia Services. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE, BECAUSE THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS AND LIMITING OUR LIABILITY. DISPUTE RESOLUTION. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND COGNIA (OR ITS SUPPLIERS OR SERVICE PROVIDERS), WHETHER THE DISPUTE IS BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED IN FINAL, BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN COURT BY A JUDGE OR A JURY. YOU AGREE THAT COGNIA AND YOU EACH WAIVE THE RIGHT TO TRIAL BY A JURY AND THAT THE FEDERAL ARBITRATION ACT ("FAA") AND FEDERAL ARBITRATION LAW, NOT STATE LAW, GOVERNS THE ENFORCEABILITY OF THIS DISPUTE RESOLUTION PROVISION. YOU ALSO AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AGREE TO GIVE UP THE ABILITY TO BRING OR PARTICIPATE IN A CLASS ACTION.

FOR ANY AND ALL DISPUTES OR CLAIMS YOU HAVE, YOU MUST FIRST GIVE COGNIA AN OPPORTUNITY TO RESOLVE YOUR CLAIM BY SENDING A WRITTEN DESCRIPTION OF YOUR CLAIM TO COGNIA at legal@cognia.org

You and Cognia each agree to negotiate your claim in good faith. You agree that you may not commence any arbitration or court proceeding unless you and we are unable to resolve the claim within 60 days after we receive your claim description and you have made a good faith effort to resolve your claim directly with us during that time. If we are unable to resolve your claim within 60 days despite those good faith efforts, then either you or Cognia may start arbitration or small claims court proceedings.

Arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (currently available by calling 1-800-778-7879 or at (https://www.adr.org/sites/default/files/Consumer_Rules_Web_1.pdf), as amended by these Terms of Use. We will pay or reimburse arbitration. We will pay or reimburse arbitration filing, administration, and arbitrator fees. The arbitrator may award any individual relief a court of law could, including temporary, interim, or permanent injunctive relief on an individual basis. If a court or arbitrator finds in any action between you and Cognia that any part of this arbitration agreement and class action waiver is unenforceable with respect to any claim, then the arbitration agreement and class action waiver will not apply to that claim, but they will still apply to any and all other claims that you or Cognia may assert in that or any other action. If any other provision of this Dispute Resolution provision is found unenforceable, the other parts of it shall



continue to apply. You reserve your ability to bring claims in small claims court to the extent of that court's jurisdiction. These Terms, all transactions related to the Cognia Services, and all related matters are governed by the Federal Arbitration Act, applicable federal law, and the laws of Georgia, without regard to any conflict of laws rules.

PLEASE READ THE FOLLOWING CAREFULLY

The Site is a general audience site available to users who can form legally binding agreements under applicable law and is not intended for use by anyone under the age of 13 IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE BE SURE TO READ THIS AGREEMENT WITH YOUR PARENTS OR GUARDIAN AND ASK QUESTIONS ABOUT THINGS YOU DO NOT UNDERSTAND.

Privacy. Cognia is concerned about the privacy of all users of the Site and Cognia Services. Our information collection and use policies are set forth in our [Privacy Notice](#). By using the Site, you consent to all actions taken by us regarding your information in compliance with our [Privacy Notice](#).

Changes in Site Terms of Use. Cognia has the right to update or modify these Site Terms of Use at any time. We will provide you with notice of any changes in a manner we choose that complies with law, including, but not limited to, posting on the Site, or by electronic or conventional mail, messaging, or by any other means by which you may obtain notice. Such changes or modifications shall be effective immediately upon notice. Any use of the Site by you subsequent to such notice shall be deemed to constitute your acceptance of such changes or modifications.

Cognia Services. Cognia operates a web-based solution, including mobile applications, that enables users, including students, instructors, and administrators of educational institutions and companies, to access and use certain online applications, tools, products, and services and related courses, content and information (the "[Cognia Content](#)"). The Cognia Content and Cognia Services are available to individual users and individuals representing qualified educational institutions and companies. If you want to register for membership or otherwise purchase Cognia Services, you must qualify under the [Cognia Services Terms of Use](#) and register for membership or open an account and further agree to the [Cognia Services Terms of Use](#). To access some of the Cognia Content, you may be asked to provide specific registration details and other information. Those who are registered for membership or have an open and active account are responsible for the security and confidentiality of their own user ID, password and other related information. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Site using your information. You agree to notify Cognia of any unauthorized access to the Site or other related security breach.

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Certain features of the Site may be provided by third parties and the use of such features may be conditioned upon your agreement to such third parties' terms of use and privacy policies. You understand that these Site Terms of Use apply only to the parts of the Site and Cognia Service that reside on Cognia's (or its service provider's) servers and not to those that reside on third-party servers or are not controlled by Cognia. Cognia is not liable for any action or inactions related to communications, materials or content provided by any user of third-party.

Features and Changes to the Site. Cognia reserves the right to make changes, delete, adapt, or make available additional features on the Site, without any notice or obligation to users, at Cognia's sole discretion. Those features and any changes or updates are subject to these Site Terms of Use and any other applicable terms and conditions associated with them on the Site, as those may be updated from time to time. Cognia will not be liable if, for any reason, all or part of the Site is unavailable at any time or for any period.

Submissions. Cognia always welcomes suggestions and comments regarding the Site. Any comments or suggestions submitted to the Site or Cognia, either online or offline, will become Cognia's property upon their submission. This policy is intended to avoid the possibility of future misunderstandings when projects developed by Cognia might seem to others to be similar to their own submissions or comments.

Representation and Warranty. As a condition of your use of the Site, you warrant to Cognia that you will not use the Site for any purpose that is unlawful or prohibited by these Site Terms of Use. You agree not to obtain or attempt to obtain any materials or information not intentionally made available to you on the Site.



User Uploads. To the extent that the Site may provide you with an opportunity to upload material (“Uploads”), BE ADVISED THAT COGNIA HAS NO OBLIGATION TO SCREEN, EDIT, OR REVIEW SUCH UPLOADS PRIOR TO THEIR APPEARANCE ON THE SITE, and Uploads do not necessarily reflect the views of Cognia. To the fullest extent permitted by applicable laws, in no event shall Cognia have any responsibility or liability for the Uploads (or the loss thereof for any reason) or for any claims, damages, or losses resulting from their use (or loss) and/or appearance on the Site. Please keep in mind that Uploads may be discoverable by, and viewable to, other users of the Site. You are responsible for all your Uploads. By posting Uploads, you represent and warrant that your Uploads are your own original work or is being posted with the permission of the owner of that content and the content does not infringe or violate the copyright, trademark, trade secret or other personal or privacy rights of any person or entity. Cognia reserves the right to monitor the Uploads and to remove anything which it considers in its absolute discretion to be offensive, ineffective or otherwise in breach of these Site Terms of Use or for any other reason as Cognia deems necessary.

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ACCEPTABLE USE POLICY

Without limiting the terms otherwise provided in the following: which is a partial list of what we expect you will and will not do while using the Site:

You agree that you will:

- Comply with applicable law and regulatory requirements;
- Provide accurate and truthful information; and
- Conduct yourself in a professional manner.

You agree that you will not:

- Provide false or misleading content or registration information, use the account, user ID, password, or personal information of another user or disclose your or another user’s account information to others.
- post or transmit any infringing, libelous, defamatory, obscene, inflammatory, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- Transmit any “junk mail,” “chain letters,” or unsolicited mass mailing or “spamming” in connection with use of the Site.



- Violate the intellectual property or other rights of Cognia or any third parties, including any other educational institutions, including, without limitation, (i) copying, using, disclosing, or distributing our case studies, training materials, videos or other materials or (ii) copying or distributing whether directly or through third parties (such as search engines) our technology; or (iii) using the word “COGNIA” or our logos, or trademarks or logos of any third parties without prior written consent of Cognia or the third-party owner of the trademark or logo, as applicable.
- Use any robot, spider, site search/retrieval application or automatic device to retrieve, index “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site or its content.
- Disclose information that you do not have the consent to disclose (such as confidential information of others and your employer or company).
- Modify the content, programs or other materials on the Site or hack into or access Cognia servers or the website. Do not override any security feature or bypass or circumvent any access controls or use limits of the Site.
- “Frame” or “mirror” or deep link to any part of the Site.
- Impersonate another person, user or any Cognia staff, employee, or representative or imply that any statements you make, any content you provide or your services are endorsed or approved by Cognia.
- Take actions to interrupt, damage, disable, overburden, interfere with or obstruct, or limit the functionality of, the Site, or any software, hardware or equipment.
- Post or Upload anything that contains software viruses, worms other harmful code, or any other contaminating or destructive devices or features.
- Post or exchange any information with other users that involves pricing, specific supply terms, or that would violate competition laws. Any communications with other users or business entities regarding specific business or sourcing engagements should be handled outside of the website.

Termination. Cognia reserves the right at any time, and from time to time, to discontinue, temporarily or permanently, the Site or any part thereof or terminate any user’s access to the Site or any part thereof. Cognia may also modify, delete or adapt the Site at any time without any notice or obligation to the user at Cognia’s sole discretion. Your right to use and otherwise access the Site is automatically terminated if you violate these Site Terms of Use. All provisions of the Terms of Use as to limitation and disclaimer of warranties, limitation of liability, Cognia’s ownership rights and your representations and indemnities shall survive termination.

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Please note that the Service may also provide links to other sites brought to you by Cognia. The privacy statement and terms of use of other Cognia sites may vary from the Terms of Use. Please review the privacy statements, terms of use and other policies or terms that may apply to other Cognia sites prior to your use of such sites.

Disclaimer of Warranties. OUR EXPRESSLY UNDERSTAND AND AGREE THAT:

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Limitation of Liability. IN NO EVENT SHALL COGNIA OR ITS EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OF DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE LOSS OF DATA AND/OR THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE.



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Indemnification. You agree to indemnify and hold Cognia and its subsidiaries, affiliates, officers, agents, directors, licensors, contractors and employees harmless from any claims, actions, costs, liabilities, expenses and damages, including reasonable attorneys' fees and expenses, made against Cognia by any third party due to or arising out of your use of the Site, your connection to the Site, your breach of any representation, warranty or obligation, your violation of these Site Terms of Use, or your violation of any rights of another user.

Copyright.

We do not allow use of content or materials that infringes on the copyrights of others. All such content and materials will be removed if properly notified of such infringement in accordance with the following procedures. If you have any copyright concerns about any materials posted on the Site or Cognia Services by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act ("DMCA") applicable to Internet service providers (17 U.S.C. § 512). Unless otherwise stated in any specific DMCA designation provided by Cognia, please provide us with written notice ("Notice") by contacting our Designated Agent at the following address:

Cognia, Inc.
Attn: Legal Department
9115 Westside Parkway
Alpharetta GA 30009
email: legal@cognia.org

To be effective, the Notice must include the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, ("Complaining Party") of an exclusive right that is allegedly being infringed upon;
- Information reasonably sufficient to permit Cognia to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- Identification of the allegedly infringing material on the Service ("Infringing Material"), and information reasonably sufficient to permit Cognia to locate such material on the Service;
- Identification of the copyrighted work claimed to have been infringed upon ("Infringed Material"), or if multiple copyrighted works on the Service are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



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Notice for California Users. Under California Civil Code Section 1789.3, California users of the Cognia Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

Consent to Receive Electronic Communications. Use of the Site by you shall be deemed to constitute your agreement to receive electronic communications from us regarding your use of the Site or Cognia Services and that all notices, agreements, or other communication sent by Cognia to you through electronic communication channels will satisfy any legal requirements related to communications, including a requirement that communications must be in writing.

How to Contact Us. For questions or concerns regarding these Site Terms of Use or the Cognia Services, please contact us via email at legal@cognia.org or by mail or telephone as follows:

Cognia, Inc.
Attn: Legal Department
9115 Westside Parkway
Alpharetta GA 30009
603-285-7230
email: legal@cognia.org