



## COGNIA™ SERVICES USER TERMS

### **PLEASE READ THESE USER TERMS CAREFULLY.**

You are accessing the Cognia Services provided by Cognia, Inc.™ and its subsidiaries and affiliates (“Cognia,” “us,” or “we”) for yourself or as a designated authorized user of an educational institute or company. These User Terms (“Terms”) apply to all visits to and use of the Cognia Services and contain restrictions on your use of the Cognia Services. These Terms apply in addition to [Services Terms of Use](#) and [General Website Terms of Use](#) available at the Cognia website, which are incorporated into these Terms by reference.

By clicking the “accept” button below or otherwise accessing or using the Cognia Services, you indicate that you agree to be bound by these Terms. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OR OTHERWISE ACCESS THE COGNIA SERVICES OR COGNIA CONTENT.**

**Please note that until you have been authorized by your educational institution or company to access the Cognia Services under a specific account, you will not be permitted to access those areas of Cognia Services that are accessible only by authorized users.**

**Your Access.** You must provide complete and accurate information and must promptly update all information to keep your user profile current, and must promptly notify us, if any information changes. You are fully responsible for ensuring that all information provided to us by you is accurate and complete and properly maintained. You are responsible for maintaining the security and confidentiality of your user name and password that are created during the registration process and for all activities that occur under your account. Access to and use of password-protected and secure areas of the Cognia Services are restricted to authorized users only. We are not liable for any loss or damage arising from failure to comply with this provision. Neither Cognia nor its licensors guarantee the accuracy or completeness of any information or content on the Cognia Services. You agree that you must evaluate, and bear all risks associated with, the use of any information or content, including any reliance on the accuracy, completeness, or usefulness of such information and content.

**Access Rights.** We provide you a limited, personal, non-exclusive, revocable, non-transferable right to access and use the selected Cognia Services solely for non-commercial personal or internal business use as permitted under the applicable user profile associated with your account if such use does not violate governmental regulations, contractual agreements, or expose Cognia to increased statutory risk. You acknowledge and agree that if you are accessing the Cognia Services as an authorized user of a company or educational institution, your access is subject to the usage rights designated by the account administrator for the company or educational institution.

**Restrictions on Use of Site.** Cognia gives you limited permission to access and use the Cognia Services for internal business purposes subject to the terms, conditions and provisions of these Terms, the [Services Terms of Use](#) and [General Website Terms of Use](#), and any limits established by Cognia based on your user profile. As a condition of use of the Site, you warrant to Cognia that you will not use the Cognia Services for any purpose that is unlawful or prohibited by these Terms. You agree not to obtain or attempt to obtain any materials or information not intentionally made available to you on the Cognia Services.



**Acceptable Use.** By accessing and using the Cognia Services, you agree to abide by the [Services Terms of Use](#) and [General Website Terms of Use](#), including, without limitation, in connection with use of any community board, messaging features, or the upload of comments, content, or material. Use of some aspects of services offerings by nature are not private and may be accessed by authorized Cognia staff at any time for monitoring purposes. BE ADVISED THAT COGNIA HAS NO OBLIGATION TO SCREEN, EDIT, OR REVIEW SUCH UPLOADS OR CONTENT PRIOR TO THEIR APPEARANCE ON THE COGNIA SERVICES, and uploads do not necessarily reflect the views or policies of Cognia. You are fully responsible and liable for the content and uploads that you publish or provide to the Cognia Services or that you transmit to other parties using such Cognia Services. If you become aware that any information you provided to us or other parties using the Cognia Services is inaccurate, misleading or false, you will promptly notify us of the change and provide corrected information.

**Suspension of Access.** You acknowledge and agree that we have the right to suspend, disable or terminate your account or access to the Cognia Services at any time, in our sole discretion, including, without limitation, upon failure of you to comply with these Terms. In order to protect the integrity of the Cognia Services, we reserve the right at any time, in our sole discretion to block you from accessing certain Cognia Services or Cognia Content. We reserve the right at any time to modify, interrupt, limit, suspend or discontinue, temporarily or permanently, the Cognia Services or Cognia Content from time to time, with or without notice, as we, in our sole discretion, deem necessary for purposes of maintenance, upgrades and the like, to maintain the integrity of the Cognia Services or to comply with applicable laws. You acknowledge and agree that we are not liable for any such modification, suspension or discontinuance of the Cognia Services.

**Malicious Cyber Activity.** Federal and state statutes define malicious activities, which are significant enough to be subjected to criminal and/or civil prosecution. Illegal use of Cognia Services or Cognia Content may lead to fines and/or imprisonment.

**Modifications to these Terms.** We reserve the right to update or modify these Terms 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 within the Cognia Services, 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 Cognia Services by you subsequent to such notice shall be deemed to constitute your acceptance of such changes or modifications.

BY SUBMITTING YOUR INFORMATION AND SELECTING THE BUTTON ENTITLED "ACCEPT," YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS AND THE SITE TERMS OF USE.