

Terms of Use

Introduction

The following are the terms and conditions of your use of Peer Insight LLC (“COMPANY” or “we”, “us”, or “our”) web site, peerinsight.com (the “Site”) (the “Terms of Use”). These Terms of Use form a legal agreement between you and COMPANY. By using this Site, you acknowledge that you have read, understood, and agree to be bound by these terms, and to comply with all applicable laws and regulations, including export and re-export control laws and regulations. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

The effective date of these Terms of Service is July 15, 2016. These Terms and Services are last updated on September 20, 2017.

COMPANY may, without notice, at any time revise these Terms of Use and any other information contained in this Site; we will specify on the Site the date on which these Terms of Use were last revised. COMPANY may also, without notice, at any time make improvements or changes in the products, services, or programs described in this Site. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to them.

The Site’s Content

COMPANY owns, controls, and/or licenses all text, graphics, interfaces, photographs, trademarks, logos, and computer code contained on the Site (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, and arrangement of this Content. The Content is protected by trade dress, copyright, trademark laws, and other intellectual property rights and laws.

This Site and all Content may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed without COMPANY’s prior written consent. However, as long as you comply with these Terms of Use, COMPANY grants you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Site. This permission is conditioned on your not modifying the Site Content, and your acceptance of any terms, conditions, and notices accompanying the Content or otherwise set forth in this Site. Notwithstanding the foregoing, any materials available for downloading, access, or other use from this Site with their own license terms, conditions, and notices will be governed by such terms, conditions, and notices.

Your failure to comply with the Site’s terms, conditions, and notices will result in automatic termination of any rights granted to you, without prior notice. Except for the limited permission in the preceding paragraph, COMPANY does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights.

Prohibited Uses of the Site

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site, by hacking, password “cracking,” or any other illegitimate means. You may not breach the security or authentication measures on the Site or any other systems or networks connected to the Site, or otherwise attempt to interfere with the proper functioning of the Site.

You may not impersonate any other individual or entity when using this Site. You may not use the Site or any Content for any unlawful or prohibited purpose, or to solicit the performance of any illegal activity. You may not use the Site to defame, harass, threaten, or intimidate others.

Purchases on the Site

Additional terms and conditions may apply to purchases of goods or services while on the Site, all of which terms are made a part of these Terms of Use by this reference. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Account Security

Certain Site features and services may require you to open an account. You are solely responsible for keeping your account information, including your password, confidential. You also are solely responsible for any and all activity that occurs through your account as a result of your failing to keep this information confidential. You agree to notify COMPANY immediately of any unauthorized use of your account, and any other breach of security. You may be held liable for losses incurred by COMPANY or any other user of the Site due to someone else using your account as a result of your failing to keep your account information secure and confidential.

Privacy

COMPANY’s Privacy Policy applies to your use of this Site, and its terms are made a part of these Terms of Use by this reference. To view COMPANY’s Privacy Policy, click [here](#).

Links to Other Sites

This Site may contain links to independent third-party Web sites (“Linked Sites”). COMPANY provides these Linked Sites solely for your convenience, and does not control or endorse any of them. COMPANY cannot be responsible for the content, security, or privacy policies of such Linked Sites.

Violation of These Terms of Use

You agree that COMPANY may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if COMPANY determines that you have violated these Terms of Use or other agreements or guidelines associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to COMPANY, for which monetary damages would be inadequate, and you consent to COMPANY obtaining any injunctive or equitable relief that COMPANY deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies COMPANY may have at law or in equity.

You agree that COMPANY may, in its sole discretion and without prior notice, terminate your access to the Site, including as a result of (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems. COMPANY similarly reserves the right to do any of the following, at any time, without notice: (1) modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

If COMPANY takes any legal action against you due to your violation of these Terms of Use, COMPANY will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to COMPANY. You agree that COMPANY will not be liable to you or to any third party for termination of your access to the Site for any reason.

Disclaimers and Limitation of Liability

COMPANY DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE, UNINTERRUPTED, OR SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS.

ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. ACCORDINGLY, YOU SHOULD CONFIRM THE ACCURACY AND COMPLETENESS OF ALL POSTED INFORMATION BEFORE MAKING ANY DECISION RELATED TO ANY SERVICES OR OTHER MATTERS DESCRIBED IN THIS SITE.

COMPANY CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. COMPANY CANNOT ENSURE THAT ANY INFORMATION YOU TRANSMIT TO THE SITE WILL BE SECURE IN ITS

TRANSMISSION AND/OR STORAGE. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY COMPANY SERVICES.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST COMPANY FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

In no event will COMPANY be liable to you for any DIRECT, indirect, consequential, SPECIAL, exemplary, incidental or punitive WHATSOEVER damages, including lost profits, even if COMPANY has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, COMPANY is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, COMPANY's liability shall in no event exceed US \$100.00. Please be advised that some jurisdictions restrict limitations of liability, so the foregoing limitation shall apply to you to the fullest extent permitted by the law of the applicable jurisdiction.

The above disclaimers and limitation of liability apply to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, security breach, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action, and shall apply to the fullest extent permitted by the law of the applicable jurisdiction.

Indemnity

You agree to indemnify and hold COMPANY, its existing and future officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against COMPANY by any third party due to or arising out of or in connection with your use of the Site.

Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Delaware without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in New Castle, Delaware, and waive any objection to such jurisdiction or venue.

Any claim under these Terms of Use must be brought within one year after the cause of action arises, or such claim or cause of action is barred. The prevailing party will be entitled to costs and attorneys' fees.

Waiver of Class or Consolidated Actions

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT MUST BE LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER OR USER CANNOT BE LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

International Issues

COMPANY administers and operates the Site from its location in the Washington, DC in the United States. Information on COMPANY's Site may contain references to COMPANY products, programs and services that are not available in your country. Such reference does not imply that COMPANY intends to make such products, programs, or services available in your country. Any offer on the Site for any feature, product, or service is void where prohibited. If you choose to access the Site from outside the United States, you are responsible for complying with applicable local laws.

Certain text in COMPANY's Site may be available in languages other than English. These translations are provided as a convenience to you, and COMPANY makes no representations or commitments regarding the accuracy or completeness of the translation.

Miscellaneous

If a court or other tribunal of competent jurisdiction holds any of the provisions of these Terms of Use to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

These Terms of Use constitute the entire agreement between you and COMPANY with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and COMPANY with respect to such use are hereby superseded and cancelled.

COMPANY's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as COMPANY's waiver of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between COMPANY and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties. COMPANY customer service representatives are not authorized to modify any provision of these terms, either verbally or in writing.

Feedback and Claims of Infringement

COMPANY welcomes any feedback you have regarding the Site. Please be aware that any feedback you provide shall be deemed non-confidential, and COMPANY shall be free to use such information on an unrestricted basis.

If you believe that any content appearing on this Site infringes your copyright rights, COMPANY wants to hear from you. Please forward the following information in writing at the address listed below:

- a) Your name, address, telephone number and e-mail address;
- b) A description of the copyrighted work that you claim has been infringed;
- c) The exact URL or a description of each place where alleged infringing material is located;
- d) A statement by you that you have a good faith believe that the disputed use has not been authorized by you, your agent, or the law;
- e) Your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf; and
- f) A statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please provide any feedback or claims of infringement to the following address:

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