

## PRIVACY POLICY

This Privacy Policy explains how the Professional Services Council Foundation (“PSC FOUNDATION”) may collect, use, share, and safeguard information on foundationpsc.org, mobile websites, microsites, mobile applications, PSC FOUNDATION profiles on PSC FOUNDATION social media sites and any other digital services and platforms officially operated or used by PSC FOUNDATION from time to time (the “Sites” or “Services”).

### I. Changes to the Privacy Policy

As PSC FOUNDATION, its membership and services change from time to time, this Privacy Policy is expected to change as well. We reserve the right to amend the Privacy Policy at any time, for any reason. The date of the last revision to the Privacy Policy will be indicated by the “Last updated” date at the bottom of this page.

### II. Information We Collect

1. Personally Identifiable Information: We may collect information (whether online, by phone, or by paper) that identifies you (“Personally Identifiable Information”) when you provide such information on our Sites, apply or register for PSC FOUNDATION’s events, or otherwise interact with PSC FOUNDATION, including, but not limited to: applying for membership, registering for a PSC FOUNDATION event or program, or purchasing any other Professional Services Council services. The types of Personally Identifiable Information collected may include your name, address, phone number, birth date, billing and delivery information, Email address, credit card, or other financial account information.

2. Non-Personal Data: As you interact with our Sites, we may also collect information about your browsing history or certain other information that is not Personally Identifiable Information through your use of and visits to the Sites and our use of a variety of technologies, including, but not limited to, cookies, tags, beacons, Internet Protocol (IP) address, and other tools. “Cookies” are pieces of code/text placed on your computer when you browse our Sites. Cookies may be placed by us or third party advertisers. “Tags” and web beacons refer to code scripts that are primarily used to track visitors’ activities on our Sites by web analytics software. The types of non-personal data collected on our Sites through the use of these, and other tools as PSC FOUNDATION may add from time to time, may include: the search terms you used, new or returning user, browser information, computer type, operating system, internet service providers, website usage, referring/exit pages, platform type, date/time stamp, number of clicks, ads viewed, etc. Additionally, cookies, tags and other tools placed

by third parties may collect other information about you and your visits to Sites and elsewhere on the Internet including, but not limited to, your industry, company size, job function, seniority level, etc.)(collectively, all of the foregoing data the “Non-Personal Data”).

### III. How We Use and Share Personally Identifiable Information

Once collected, we may use your Personally Identifiable Information in a variety of ways including, but not limited to:

- Provide service communications such as bill reminders, order confirmations, program registrations, and customer service messages
- Respond to your emails or online requests for products, services, or information
- Deliver and process surveys
- Personalize and improve the usability of the Sites
- Fulfill and/or deliver PSC FOUNDATION’s services
- Publish membership directories and registration lists as described below
- Tailor content, advertising and marketing to you
- Share with third parties as required by law or to protect PSC FOUNDATION as described below
- Share your email address as permitted under PSC FOUNDATION’s Email Policy as described below
- Publication of Your Personally Identifiable Information for Membership Directories and Registration Lists. To allow other members and possibly the public to find you, the Personally Identifiable Information we receive may be published on the Sites and other print or digital media, in a variety of ways, including, but not limited to, directories, membership lists, and other types of registration lists for PSC FOUNDATION’s programs and events (“Directory Lists”). Directory Lists will not include sensitive information, such as credit card or bank information, or social security numbers. Users may request their information be suppressed from Directory Lists by contacting us.
- Sharing Your Personally Identifiable Information to Fulfill Service Requests and Perform Business Functions. When fulfilling service requests initiated by you, we may share your Personally Identifiable Information with certain third parties to fulfill the requests. We may also share such information with service providers that perform business functions for us. For example, PSC FOUNDATION occasionally hires other companies to provide limited services on our behalf including, but not limited to, packaging, answering member questions about products or services, consulting services, data modeling, printing, sending postal mail and processing event registrations.

- Sharing Your Personally Identifiable Information When Legally Necessary or to Protect PSC FOUNDATION's Interests. PSC FOUNDATION may disclose your Personally Identifiable Information if required to do so by law or in the good-faith belief that such action is necessary to: (a) conform to legal requirements or comply with legal process served on PSC FOUNDATION; (b) protect and defend the rights or property of PSC FOUNDATION; or (c) protect the personal safety of PSC FOUNDATION personnel or members of the public in appropriate circumstances. In addition, if PSC FOUNDATION and/or its assets (or a portion of its assets) are sold, assigned, transferred, or merged, or if Professional Services Council undergoes some other change including a change to its corporate form as part of a bankruptcy proceeding or otherwise, information may be transferred as part of that transaction or change.
- Sharing Your Email Address Pursuant to PSC FOUNDATION's Policy. Your e-mail address will only be used by PSC FOUNDATION, its affiliates, related third parties and members. We do not sell or rent e-mail addresses to anyone outside PSC FOUNDATION, its affiliates, related third parties and/or members. PSC FOUNDATION will also not share e-mail addresses to unrelated third-parties, affiliates, or non- PSC FOUNDATION members. Please understand, however, that your e-mail address may be visible to other members, and PSC FOUNDATION events through Directory Lists as set forth above. PSC FOUNDATION may also share your Email address with third parties to enable PSC FOUNDATION to take security measures to help protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. Finally, PSC FOUNDATION may share Email addresses with third parties as necessary for PSC FOUNDATION to perform certain services on our behalf, such as packaging, mailing and delivering products and processing event registrations and to respond to your questions or any service requests.

#### IV. How to Manage the Sharing of Your Personally Identifiable Information

You can manage your profile and e-mail preferences, including opting out of e-mail either online or by contacting us. Additionally, if you prefer to receive mailings only from PSC FOUNDATION and have your name and address removed from the list we provide to certain companies, please contact us. For California residents, please consult the "Your California Privacy Rights" for additional considerations.

#### V. How We May Use and Share Non-Personal Data

Through the use of various technological tools, we may collect Non-Personal Data to improve the usability of our Sites/Services and for other business reasons. We may share the Non-Personal Data we collect with third parties or permit third parties to

place tools like cookies, tags and web beacons, to collect additional Non-Personal Data when you browse our Sites. We or other third party companies may then use the Non-Personal Data to provide advertisements and targeted advertisements to you (ads based on the Non-Personal Data). We do not share Personally Identifiable Information with third parties with whom we share your Non-Personal Data. Please note that you may be subject to the privacy policies of other non-PSC FOUNDATION companies when you select a link that takes you to sites not operated by PSC FOUNDATION.

#### VI. How You Can Manage the Collection of Non-Personal Data.

Third party advertising companies may collect data about your visit to our Sites and others to provide you more relevant advertising here and elsewhere on the Internet. This type of advertising is known as Online Behavioral Advertising. You can stop this collection and use of data for these purposes by companies participating in the Digital Advertising Alliance (“DAA”) by visiting the “Opt Out From Online Behavioral Advertising” website. By opting out, the ads you see may be less relevant, and you may still continue to see other non-targeted advertisements on our Sites and elsewhere.

#### VII. California Privacy Rights

In addition to the rights as explained in this Privacy Policy, under California’s “Shine the Light” law, California residents who provide personal information (as defined in the statute) in obtaining products or services for personal, family, or household use are entitled to request and obtain from us, once a calendar year, information about the personal information we shared, if any, with other businesses for marketing uses. If applicable, this information would include the categories of personal information and the names and addresses of those businesses with which we shared such personal information for the immediately prior calendar year (e.g., requests made in 2018 will receive information about 2017). To obtain this information please write to us at: Professional Services Council, 4401 Wilson Blvd, Suite 1110, Arlington, VA 22203. Attn: PSC FOUNDATION Member Privacy— California Privacy Law. Please include your full name and address.

#### VIII. Canada Anti-Spam Law (CASL)

PSC FOUNDATION complies with CASL. Non-PSC FOUNDATION Members who have provided us a Canadian mailing address will not receive unauthorized Commercial Electronic Messages (CEMs as defined under CASL) unless these individuals have opted-in to receive CEMs.

## IX. Children

We do not knowingly collect personal data online from or market online to children under the age of 13.

## X. Information Security

PSC FOUNDATION implements commercially reasonable security measures to help protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. Except for Directory Lists and the sharing of information as set forth in this Privacy Policy, we restrict access to personal information to certain companies who may need to know that information in order to operate, develop, or improve our services. These individuals or partner organizations are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

XI. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. Accordingly, while using our best efforts, PSC FOUNDATION cannot guarantee or warrant the security of any information you transmit to us, or to or from our online products or services. If you have questions about this Privacy Policy, please contact us.

## XII. User ID and Password

Certain areas of the Sites may require the use of a user ID, email address, or password as an additional security measure that helps protect your information. To help you protect your privacy, the PSC FOUNDATION Sites have tools to help you log in and log out.

## XIII. Linking to Other Internet Sites

You should be aware that other Internet sites that are linked from the Sites or from a PSC FOUNDATION email message may contain privacy provisions that differ from the provisions of this Privacy Policy. To ensure your privacy is protected, we recommend that you review the privacy statements of these other linked sites, applications, or other digital platforms.

## XIV. How You Can Access and Change Information

If you are a registered user of the Site, subscriber to PSC FOUNDATION publications, purchaser of PSC FOUNDATION services, or a PSC FOUNDATION member, you may review and update/correct your information directly on PSC FOUNDATION's website — [PSC Foundationouncil.org](http://PSCFoundationouncil.org) — or by contacting us.

## COPYRIGHT AND INTELLECTUAL PROPERTY POLICY

1. All materials contained on the PSC FOUNDATION's Websites as defined in the Terms of Use are protected by United States copyright law and may not be reproduced, distributed, transmitted, displayed, published or broadcast without the prior written consent of PSC FOUNDATION or in the case of third party materials, the owner of that content. You may not alter or remove any trademark, copyright or other notice from copies of the content. You may, however, download material from PSC FOUNDATION Websites one machine readable copy and one print copy per page for your personal, non-commercial use only.

2. Links to websites other than those owned by PSC FOUNDATION are offered as a service to our users. PSC FOUNDATION was not involved in their production and is not responsible for their content. For further information, see Terms of Use.

3. It is PSC FOUNDATION's policy in appropriate circumstances and at its discretion to disable and/or terminate the accounts of users who may be repeat infringers of the copyright and intellectual property rights of others.

4. Notice For Claims Of Intellectual Property Or Copyright Infringement; Agent For Notice Of Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide PSC FOUNDATION's Copyright Agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the PSC FOUNDATION site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; AND
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

5. PSC FOUNDATION's Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

PSC FOUNDATION

Attn: General Counsel

4401 Wilson Blvd Suite 1110

Arlington, VA 22203

Phone Number: 703-875-8059

Any reprint or permission requests to use any PSC FOUNDATION publications and materials must be in writing to the following email address: [policy@PSC Foundationouncil.org](mailto:policy@PSCFoundationouncil.org).

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## TERMS OF USE

By accessing or using any of the Professional Services Council (“PSC FOUNDATION”) Internet properties including, without limitation, PSC Foundationouncil.org, mobile websites, microsities, mobile applications, PSC FOUNDATION profiles on social media sites and any other digital services or properties operated or used by PSC FOUNDATION from time to time (collectively referred to as the “Sites”) you agree to comply with and be bound by these Terms of Use (“Terms of Use”). Please read these Terms of Use carefully as well as PSC FOUNDATION’s privacy policy. If you do not agree to the Terms of Use, and the Privacy Policy, you must immediately terminate use of the Sites.

1. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Sites conditioned on your continued acceptance of, and compliance with, these Terms of Use. You may use the Sites and the PSC FOUNDATION Content (as defined in paragraph 9 below), for your noncommercial personal use and for no other purpose. PSC FOUNDATION reserves the right to bar, restrict or suspend any user’s access to the Sites, and/or to terminate this license at any time for any reason. PSC FOUNDATION reserves any rights not explicitly granted in these Terms of Use.

2. License Restrictions. Unless otherwise expressly stated in these Terms of Use or you receive PSC FOUNDATION’s prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the Sites, any PSC FOUNDATION’s Content (as defined in paragraph 9 below), or any portion thereof. Further, you may not (i) use the Sites for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the Sites, including PSC FOUNDATION’s Content; (ii) interfere with the proper working of the Sites including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, denial of service attack or other limiting routine, instruction or design; or (iii) interfere with any other person’s use and enjoyment of the Sites.

3. Your Acceptance; Revisions to Terms of Use. The Sites are available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and PSC

FOUNDATION regarding your use and access to the Sites. By using the Sites you agree to the Terms of Use.

PSC FOUNDATION reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the Sites. Your use of the Sites signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to the Sites. No revision to these Terms of Use, including to the Arbitration provision set forth in Section 22, shall apply to a controversy or claim of which you had actual notice on or before the date of any such revision.

4. PSC FOUNDATION's Policies; Additional Terms and Conditions, PSC FOUNDATION Privacy Policy as well as other additional terms and conditions applicable to certain portions of the Sites (collectively "Additional Terms and Conditions") are incorporated herein by reference. For instance, the Terms of Use for Sites which allow users to post comments and participate in discussion boards will apply to users of those services in addition to these Terms of Use. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern.

5. Click-Through Agreements. Before using certain areas of the Sites you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate; the Click-Through Agreement will govern.

6. Personal Login Information. Certain features and areas of the Sites are available only with a registration or login, such as PSC FOUNDATION Member record number, and/or a paid subscription. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential, including taking appropriate measures to maintain the confidentiality, such as logging off and closing the Internet browser, especially when you are connected to the Internet through an unsecured network or when using a public computer. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. PSC FOUNDATION is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or

unauthorized use of your Personal Login Information. You must contact PSC FOUNDATION immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

7. Privacy Policy. For information about PSC FOUNDATION's data protection practices and PSC FOUNDATION's use and protection of your personal information, please read PSC FOUNDATION's Privacy Policy, which is incorporated into and made a part of these Terms of Use.

8. User Obligations. You warrant that you will abide by, without limitation, all applicable local, state, national and international laws and regulations with respect to your use of the Sites and not interfere with the use and enjoyment of the Sites by other users or with PSC FOUNDATION's operation and management of the Sites. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the Sites, including, without limitation, information required to be provided through a PSC FOUNDATION Website registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, PSC FOUNDATION reserves the right to terminate your access and use of the Sites. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the Sites, or defame or otherwise harm any party through your use of the Sites.

In addition you also agree that you will not use our Services to:

(a) upload, download, post, email, transmit or otherwise make available any Content, including through any attachments thereto, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) upload, download, post, email, transmit or otherwise make available any Content, including through any attachments thereto, that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(c) upload, download, post, email, transmit or otherwise make available any Content, including through any attachments thereto, that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(d) upload, download, post, email, transmit or otherwise make available, including through any attachments thereto, any unsolicited or unauthorized

advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(e) upload, download, post, email, transmit or otherwise make available, including through any attachments thereto, any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and

(f) intentionally or unintentionally violate any applicable local, state, national or international law, including any regulations having the force of law.

9. Proprietary Rights. The content of the Sites includes, without limitation, (i) PSC FOUNDATION's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "PSC FOUNDATION's Marks"); (ii) information, data, materials, interfaces, computer code, databases products, services, software applications and tools, text, images, photographs, audio and video material, including podcasts, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the Sites (the items identified in subsections (i) (ii) (iii) shall be collectively referred to herein as "PSC FOUNDATION's Content"). PSC FOUNDATION's Content is the property of PSC FOUNDATION, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected by law including, but not limited to, copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation or dissemination of any PSC FOUNDATION's Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from PSC FOUNDATION or the owner of such content if PSC FOUNDATION is not the owner. For reprints, contact PSC FOUNDATION. Any use of the PSC FOUNDATION's Marks without PSC FOUNDATION's express written consent is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing in the PSC FOUNDATION's Content, including any such notices appearing on any PSC FOUNDATION's Content you are permitted to download, transmit, display, print, or reproduce from the Sites.

10. Responsibility for Use of the Internet and Websites and Exclusion of Liability. Use of the Internet and the Sites is solely at your risk and is subject to, without limitation, all applicable local, state, national and international laws and regulations. Unless expressly required by law, PSC FOUNDATION does not guarantee the confidentiality

or security of any communication or other material transmitted to or from the Sites over the Internet or other communication network. PSC FOUNDATION shall not be obligated to correct or update the Sites or the PSC FOUNDATION's Content and shall not be liable for omissions, typographical errors, or out-of-date information which may appear on the Sites.

11. No Legal Advice and Disclaimer as to Accuracy of Information. The information on the Sites and PSC FOUNDATION's Content are for informational purposes only and is not legal advice or a substitute for legal counsel.

The information contained in the Sites and PSC FOUNDATION's Content may or may not reflect the most current legal developments; accordingly, information on the Sites are not promised or guaranteed to be correct or complete, and should not be relied upon as such. As legal advice must be tailored to the specific circumstances of each case, nothing provided on the Sites or the PSC FOUNDATION's Content should be used as a substitute for advice of competent counsel. The materials on the Sites and PSC FOUNDATION's Content do not constitute legal advice and do not necessarily reflect the opinions of PSC FOUNDATION.

12. Third Party Information. The Sites may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers or other information made available by third parties such as content providers and other users of the Sites are those of the respective third party and not of PSC FOUNDATION or its affiliates. PSC FOUNDATION makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third party materials, information, services or products.

13. Notice For Claims Of Intellectual Property Or Copyright Infringement; Agent For Notice Of Infringement. PSC FOUNDATION respects the intellectual property of others, and, particularly as to user generated content in comments, discussion boards or in other user contributed content, as applicable, we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the PSC FOUNDATION's Copyright Agent the following information:

(a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

(b) a description of the copyrighted work or other intellectual property that you claim has been infringed;

- (c) a description of where the material that you claim is infringing is located on the site;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

The PSC FOUNDATION's Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached by mail to:

Professional Services Council  
Attn: General Counsel  
4401 Wilson Blvd  
Suite 1110  
Arlington, VA 22203

14. Advertisers. The Sites may contain advertisements. The inclusion of advertisements on the Site does not imply endorsement of the advertised products or services. PSC FOUNDATION shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the Sites. Further, PSC FOUNDATION shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on the Sites. You shall be solely responsible for any correspondence or transactions you have with any third party advertisers.

15. Links to Third Party Websites. The Sites may provide links (including any link through an on-line banner advertisement) to other sites on the Internet for your convenience. These other sites are maintained by third parties over which PSC FOUNDATION exercises no control. The appearance of any such third party links is not intended to endorse any particular company or product. If you decide to access any of the third party sites linked to the Sites, you do so entirely at your own risk.

16. Links to Websites, Content, Sharing of Content. Links posted by third parties to the Sites and/or PSC FOUNDATION's Content may not use the PSC FOUNDATION trademark or logo and shall not suggest that PSC FOUNDATION promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, Websites, content, or information. Any links to any portion of the Sites shall be the responsibility of the linking party. PSC FOUNDATION reserves the right to

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19. Exclusion of and Limitation of Liability. PSC FOUNDATION PARTIES SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF,

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IN THE EVENT YOU ARE DISSATISFIED WITH, OR DISPUTE, THESE TERMS OF USE, THE SITES AND/OR THE PSC FOUNDATION'S CONTENT, YOUR SOLE RIGHT AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE SITES, EVEN IF THAT RIGHT OR REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. YOU CONFIRM THAT PSC FOUNDATION HAS NO OTHER OBLIGATION, LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PARTY.

20. Exclusions permitted by law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN PARAGRAPHS 18 AND 19 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND PSC FOUNDATION'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

21. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless the PSC FOUNDATION Parties from and against all claims arising from or in any way related to your use of the Sites and/or PSC FOUNDATION's Content, a violation by you of these Terms of Use, or any other

actions connected with your use of the Sites and/or PSC FOUNDATION's Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorney's fees. PSC FOUNDATION will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Paragraph except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to PSC FOUNDATION Parties other than under this paragraph.

**Term and Termination.** These Terms of Use will take effect at the time you begin using the Site. PSC FOUNDATION reserves the right, with or without notice, at any time and for any reason, to deny you access to the Sites or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the PSC FOUNDATION's Website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the Sites, including any of PSC FOUNDATION's Content, in your possession.

**Arbitration; Venue.** Any controversy or claim ("Claim") you have arising out of or relating to these Terms of Use shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Arlington, Virginia. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of Arlington County, Virginia shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE. PSC FOUNDATION reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use. Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or

representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue a class action or class-wide arbitration shall be brought only in Arlington County, Virginia.

22. **Governing Law.** These Terms of Use and all matters regarding your use of the Sites shall be governed by, construed in accordance with, and enforced under the laws of the Commonwealth of Virginia without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

23. **Waiver and Severability.** The failure to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

24. **Complete Agreement.** These Terms of Use, together with any revision, any Additional Terms or Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and PSC FOUNDATION relating to the Sites and its use by you, and supersedes any previous written or oral communication regarding use of the Sites. The Sites are intended to be consistent with and in furtherance of PSC FOUNDATION's policies.

25. **Contact Information.** If you have any questions or concerns regarding these Terms of Use or the Sites, please visit our "Contact Us" page.

26. **Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Sites must be filed by you within one (1) year after such claim or cause of action arose or will be forever barred.

27. **Use of Websites and Content outside of the United States.** PSC FOUNDATION makes no claims regarding access or use of the Sites or the PSC FOUNDATION's Content outside of the United States. If you use or access the Sites or the PSC FOUNDATION's Content outside of the United States, you do so at your own risk and

are responsible for compliance with the laws and regulations of that jurisdiction as well as these Terms of Use.

28. PSC FOUNDATION provides opportunities for user interaction within its Sites and social media profiles on sites such as Facebook, Twitter, Instagram, LinkedIn, YouTube and various blogging sites. On those social media profiles, content and links to other Internet sites should not be construed as an endorsement of the organizations, entities, views or content contained therein. PSC FOUNDATION is not responsible for content or links posted by others.

29. User Generated Content. We welcome your views, comments and other communications, pictures, trackback URLs, or videos on our Sites which may include discussion boards, blogs and other services that allow users to provide feedback, comment or content ("User Content"). By contributing User Content to any of the Sites or social media platforms, users understand and acknowledge that this information is available to the public and grant PSC FOUNDATION a nonexclusive license to display, reproduce, transmit, modify such User Content and that PSC FOUNDATION may use the User Content for internal and external marketing purposes. You are solely responsible for the User Content you submit. If you believe any User Content infringes on your proprietary rights, contact the PSC FOUNDATION's Copyright Agent as identified in these Terms of Use. PSC FOUNDATION does not approve, endorse, or adopt any User Content, and PSC FOUNDATION assumes no liability for any User Content submitted by you or others. You agree to indemnify PSC FOUNDATION against all claims and liabilities resulting from User Content. Users who do not wish to have information they have made available via these sites used, published, copied and/or reprinted, should not post on any of the sites or social media platforms. Please note that other participants may use posted information beyond the control of PSC FOUNDATION. All user content is read at your own risk, and PSC FOUNDATION recommends that you not rely on the information or advice in any of these postings.

30. PSC FOUNDATION retains the right to remove any content for any reason, including but not limited to, content that it deems threatening, demeaning, profane, obscene, a violation of intellectual property rights or privacy laws, off-topic, commercial or promotion of organizations or programs, or otherwise injurious or illegal. PSC FOUNDATION also retains the right to ban or block a user from posting on PSC FOUNDATION sites or social media platforms without notice for a pattern of inappropriate postings or as it deems necessary.

31. You acknowledge, consent and agree that PSC FOUNDATION may access, preserve and disclose your account information and the User Content you have posted by Users of the Services if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary in the sole opinion of PSC FOUNDATION to: (a) comply with legal process; (b) enforce the terms of use; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of the Administrators, its Users and the public.

32. Other Terms of Use/Services. On sites not operated by PSC FOUNDATION, you are also subject to the Terms of Service (TOS) of that host site. Information (comments, photos, videos, etc.) you share with or post to PSC FOUNDATION's social media platforms is also subject to the TOS of the host site and may be used by the owners of the host site for their own purposes under the host site's TOS. For more information, consult the host website's TOS.

This Terms of Use is subject to amendment or modification at any time.