



General Website Terms of Use

Effective May 7, 2024

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.

Ownership and User License. This Site, the Cognia Services and any supporting software and Cognia Content are the proprietary property of Cognia and/or its licensors and are protected by copyright, trademark and other intellectual property laws. Cognia (its vendor(s) or licensor(s)) owns and retains, to the fullest extent allowed by such laws, the right in copyright in the selection, coordination, arrangement, and enhancement of such Cognia Content and Cognia Services. Use of the Cognia Content or Cognia Services for any purpose other than as contemplated in these Site Terms of Use is a violation of Cognia's and/or its licensors' copyright and proprietary rights. If you commit such violation, your right to use the Site may be immediately terminated without notice and you must, at Cognia's discretion, return or destroy any copies of the content you have reproduced. You may download a reasonable amount of material from the Site for non-commercial, personal use provided you retain all copyright, trademark, and other proprietary notices contained in the material. You may not adapt, download, revise, broadcast, reverse engineer, duplicate, publish, modify, disseminate, display, perform, transfer, sub-license, or otherwise distribute any content or other material on the Site, unless specifically authorized by Cognia or these Site Terms of Use. No right, title, or interest in or to the Site or any content on the Site is transferred to you by reason of access to the Site or provision of Cognia Services. All rights not expressly granted herein are reserved by Cognia.

Unless otherwise indicated, trademarks that appear on the Site or Cognia Content are trademarks of Cognia. All other trademarks not owned by Cognia that appear in the Site or Cognia Content are the property of their respective owners, who may or may not be affiliated with, connected to,



or contracted by Cognia. You agree not to display, disparage, dilute, or taint our trademarks or use any confusing similar marks or use our trademarks in such a way that would misrepresent the ownership of such marks. Any permitted use of our trademarks by you shall be to the benefit of Cognia.

We make a conscientious effort to display and describe the products, services and related information available on the Site accurately and completely. However, the details and accuracy of the descriptions and details of products and services that you see will depend on a number of things. Neither Cognia nor its licensors warrant the accuracy or completeness of any information or content on the Site. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

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.

BY SUBMITTING AN UPLOAD, YOU GRANT COGNIA THE ROYALTY-FREE, PERPETUAL, IRREVOCABLE, NON-EXCLUSIVE RIGHT AND LICENSE TO USE, REPRODUCE, MODIFY,



ADAPT, PUBLISH, PERFORM, TRANSLATE AND DISTRIBUTE SUCH UPLOAD (IN WHOLE OR IN PART) WORLDWIDE AND/OR TO INCORPORATE IT IN OTHER WORKS IN ANY FORM, MEDIA OR TECHNOLOGY NOW KNOWN OR HEREAFTER DEVELOPED FOR THE FULL TERM OF ANY COPYRIGHT THAT MAY EXIST IN SUCH UPLOAD, WITHOUT THE NEED FOR ANY ACKNOWLEDGMENT OR COMPENSATION. YOU ACKNOWLEDGE THAT

WE HAVE NOT PROMISED YOU ANY COMPENSATION FOR YOUR UPLOADS OR USE OF YOUR UPLOADS. YOU AGREE THAT WE ARE NOT REQUIRED TO SUBMIT TO YOU ANY MATERIALS THAT INCLUDE YOUR UPLOADS FOR REVIEW OR APPROVAL PRIOR TO POSTING YOUR UPLOADS ON THE SITE OR OTHERWISE, AND YOU HEREBY WAIVE ANY RIGHT TO INSPECT OR APPROVE THOSE MATERIALS.

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 Site. 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 Site.

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.

Links to and from Other Websites. PLEASE NOTE THAT THE USAGE TERMS, PURCHASE TERMS AND/OR PRIVACY POLICIES OF OTHER COGNIA AND THIRD-PARTY PRODUCTS AND SERVICES LINKED TO OR FROM THIS SITE MAY VARY FROM THE TERMS HEREIN SO PLEASE MAKE SURE TO CHECK THE TERMS AND POLICIES APPLICABLE TO SUCH OTHER PRODUCTS AND SERVICES PRIOR TO USE.

You may have linked to the Site from a third-party website and the Site may provide links to other third-party websites or resources (collectively, "3P Sites"). 3P Sites are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Because we do not control such 3P Sites, you acknowledge and agree that Cognia is not responsible or liable for the content, products or performance of those 3P Sites, and you hereby irrevocably waive any claim against Cognia with respect to such sites. Cognia reserves the right to terminate any link at any time without notice. The inclusion of a link to such 3P Sites does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by Cognia of that 3P Site, or any products or services provided therein. The information practices of those 3P Sites are not covered by the Terms of Use or any other policies or terms applicable to the Service. We recommend that you review any terms of use and privacy policy of those 3P Sites linked to the Service before providing any information to those websites or using their products and services.

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.

Linking to the Site and Social Media Features. You may link to the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our prior express written consent.

The Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site.
- Send emails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and



conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link to the Site from any website or social media account that is not owned by you.
- Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on the Site that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Site Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Disclaimer of Warranties. OUR EXPRESSLY UNDERSTAND AND AGREE THAT:

- (a) YOUR USE OF THE SITE IS AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU ACKNOWLEDGE AND AGREE THAT NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARE MADE BY COGNIA OR ITS LICENSORS AND COGNIA AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- (b) NEITHER COGNIA NOR ITS LICENSORS MAKE ANY WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS; (ii) THE SITE WILL BE UNINTERRUPTED, AVAILABLE FOR ANY LENGTH OF TIME, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS OR DEFECTS IN THE SITE WILL BE CORRECTED.
- (c) ANY MATERIAL UPLOADED/DOWNLOADED OR OTHERWISE OBTAINED FROM THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK; NEITHER COGNIA NOR ITS LICENSORS SHALL BE LIABLE, AND YOU WILL BE SOLELY RESPONSIBLE, FOR ANY AND ALL LOSS, OR CORRUPTION, OF DATA UPLOADED OR INPUTTED BY YOU THROUGH THE USE OF THE SITE, AND ALL SERVICING, REPAIR, OR CORRECTION AND ANY DAMAGE TO YOUR HARDWARE AND SOFTWARE THAT MAY RESULT FROM THE USE OF THE SITE.

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.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, the limitations above may not apply to you.

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.

Only DMCA notices should go to our Designated Agent. You acknowledge that if you fail to comply



with all of the requirements listed, your Notice may not be valid. Please be advised that you may be liable for damages if you materially misrepresent that a post, product or activity is infringing your copyright.

General Information; Governing Law. These Site Terms of Use govern your use of the Site. You also may be subject to additional terms and conditions that may apply when you use affiliated services, third-party content, or third-party software. The Site, except for linked sites that reside on third-party servers not controlled by Cognia, is controlled by Cognia, headquartered in the State of Georgia, United States of American. Access to the Site is available from all 50 states, Washington, D.C., and other countries worldwide. However, access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. These Site Terms of Use and the relationship between you and Cognia will be governed by the laws of the State of Georgia, without regard to its conflict of law provisions. You and Cognia agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Fulton, State of Georgia. Failure of Cognia to exercise or enforce any right or provision of these Site Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Site Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Site Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Site Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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