

Terms of Use

Understanding your rights and responsibilities as a WIN Insights User

Terms of Use

This page states the Terms of Use ("Terms") under which you ("You") may use the WIN Insights Sites and the WIN insights Services (each as defined below). These Terms include the WIN Insights [Privacy Policy](#), which is incorporated into these Terms by reference.

These Terms constitute a binding agreement between You and Integral Media, LLC. dba "Win Insights" or the Integral Media, LLC. company operating the Web site for the country in which You live or in which business is headquartered, and are deemed accepted by You each time that You use or access any WIN Insights Site or WIN Insights Services. If You do not accept the Terms stated here, do not use the WIN Insights Sites and the WIN Insights Services.

The WIN Insights Sites are defined as any Web sites under WIN Insights' control, whether partial or otherwise (including, without limitation, WINInsights.com and the Web site from which these terms of use were accessed from). The WIN Insights Sites include a variety of features and services. The WIN Insights Sites also include on-line communities designed to facilitate valuable professional and personal networking among users of the WIN Insights Sites ("Users") based on common experiences and interests ("WIN Insights Communities or Forums"). The WIN Insights Sites also allow Users to create individual profiles, which may include personal information ("Profiles"), and to make these Profiles, or aspects thereof, public.

WIN Insights may revise these Terms at any time by posting an updated version to this Web page. You should visit this page periodically to review the most current Terms because they are binding on You.

Users who violate these Terms may have their access and use of the WIN Insights Sites suspended or terminated, at WIN Insights' discretion.

You must be 18 years of age or older to visit or use any WIN Insights Site in any manner, and, if under the age of 18 or the age of majority as that is defined in Your jurisdiction, must use any WIN Insights Site under the supervision of a parent, legal guardian, or other responsible adult.

1. Use of WIN Insights Content.

WIN Insights authorizes You, subject to these Terms, to access and use the WIN Insights Sites and the WIN Insights Content (as defined below) and to download and print a single copy of the content available on or from the WIN Insights Sites solely for Your personal, non-commercial use. The contents of the WIN Insights Sites, such as designs, text, graphics, images, video, information, logos, button icons, software, audio files and other WIN Insights content (collectively, "WIN Insights Content"), are protected under copyright, trademark and other laws. All WIN Insights Content is the property of WIN Insights or its licensors. The compilation (meaning the collection, arrangement and assembly) of all content on the WIN Insights Sites is the exclusive property of WIN Insights and is protected by copyright, trademark, and other laws. Unauthorized use of the WIN Insights Content may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited. You must preserve all copyright, trademarks, service mark and other proprietary notices contained in the original WIN Insights Content on any authorized copy You make of the WIN Insights Content.

Any code that WIN Insights creates to generate or display any WIN Insights Content or the pages making up any WIN Insights Site is also protected by WIN Insights' copyright and You may not copy or adapt such code.

You may not use any of the WIN Insights Content on any other Web site or in a networked computer environment (including, without limitation, by uploading or republishing WIN Insights Content on any Internet, Intranet or Extranet site or incorporating the WIN Insights Content in any other database or compilation for any purpose). Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppels, implication or otherwise. This license is revocable at any time without notice and with or without cause.

2. Use of the WIN Insights Services.

The WIN Insights Database and other features of the WIN Insights Sites may be used only by individuals seeking information and reference material on identity and diversity on the WIN Insights knowledge Management System. In addition, the WIN Insights Communities may be used by individuals for permitted professional and personal networking purposes. Your use of the WIN Insights Services is also subject to any other contracts You may have with WIN Insights. In the case of any conflict between these Terms and any contract you have with WIN Insights, the terms of your contract will prevail. The term "post" as used herein shall mean information that You submit, publish or display on a WIN Insights Site.

All WIN Insights Users agree to not:

- (a) Transmit, post, distribute, store or destroy material, including without limitation WIN Insights Content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of WIN Insights [Privacy Policy](#);
- (b) Take any action that imposes an unreasonable or disproportionately large load on any WIN Insights Site's infrastructure;
- (c) Use any device to navigate or search any WIN Insights Site other than the tools available on the Site, generally available third party web browsers, or other tools approved by WIN Insights;
- (d) Use any data mining, robots or similar data gathering or extraction methods;

- (e) Violate or attempt to violate the security of any WIN Insights Site including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (f) Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- (g) Reverse engineer or decompile any parts of any WIN Insights Site;
- (h) Aggregate, copy or duplicate in any manner any of the WIN Insights Content or information available from any WIN Insights Site other than as permitted by these Terms;
- (i) Frame or link to any WIN Insights Content or information available from any WIN Insights Site, unless permitted by these Terms;
- (j) Post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;
- (k) Post any personal information on behalf of another party;
- (l) Set more than one copy of the same information to be public at any one time;
- (m) Share with a third party any login credentials to any WIN Insights Site;
- (n) Access data not intended for You or logging into a server or account which You are not authorized to access;
- (o) Post or submit to any WIN Insights Site any incomplete, false or inaccurate biographical information or information which is not Your own;
- (p) Post content that contains restricted or password-only access pages, or hidden pages or images;
- (q) Solicit passwords or personally identifiable information from other Users;
- (r) Delete or alter any material posted by any other person or entity;
- (s) Harass, incite harassment or advocate harassment of any group, company, or individual;
- (t) Send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any User, or contact any users that have specifically requested not to be contacted by You;
- (u) Attempt to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to any WIN Insights Site, overloading, "flooding", "spamming", "mailbombing" or "crashing";
- (v) Promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such by as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files; or
- (w) Use the WIN Insights Services for any unlawful purpose or any illegal activity, or post or submit any content, or posting that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by WIN Insights' discretion.

Violations of system or network security may result in civil and/or criminal liability. WIN Insights will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

3. Additional Terms Applicable to all members.

You are responsible for maintaining the confidentiality of Your account, Profile and passwords, as applicable. You may not share Your password or other account access information with any other party, temporarily or permanently, and You shall be responsible for all uses of Your WIN Insights Site registrations and passwords, whether or not authorized by You. You agree to immediately notify WIN Insights of any unauthorized use of Your account, Profile, or passwords.

You are solely responsible for all your postings on WIN Insights Sites. WIN Insights is not to be considered responsible with respect to Your use of any WIN Insights Site and WIN Insights shall not be responsible for any decisions, for whatever reason, made by any posting on any WIN Insights Site.

You understand and acknowledge that if You cancel Your account or Your account is terminated, all Your account information from WIN Insights, including saved personal profiles, network contacts, and email mailing lists, will be marked as deleted and may be deleted from WIN Insights' databases at WIN Insights sole discretion. Information may continue to be available for some period of time because of delays in propagating such deletion through WIN Insights' web servers.

In order to protect our WIN Insights Community Users from commercial advertising or solicitation, WIN Insights reserves the right to restrict the number of e-mails which a sponsor may send to Users to a number which WIN Insights deems appropriate in its sole discretion.

WIN Insights does not make any representations regarding the accuracy or validity of any material on WIN Insights web sites or such derived works or their appropriateness for evaluation.

Postings

A posting may not contain:

- (a) Any hyperlinks, other than those specifically authorized by WIN Insights;
- (b) Misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the subject being presented, as determined in WIN Insights' reasonable discretion;
- (c) The names, logos or trademarks of unaffiliated companies save where expressly agreed by WIN Insights;
- (d) The names of Companies, colleges, cities, states, towns or countries that are unrelated to the subject matter;
- (e) Inaccurate, false, or misleading information; and
- (f) Material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18.

You may not use Your WIN Insights posting to:

- (a) Post in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to data privacy, data access and use, and intellectual property;
- (b) Post advertisements for competitors of WIN Insights or post other content that contains links to any site competitive with WIN Insights;
- (c) Sell, promote or advertise products or services;
- (d) Post any franchise, pyramid scheme, "club membership", distributorship, multi-level marketing opportunity, or sales representative agency arrangement;
- (e) Post any business opportunity that requires an upfront or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- (f) Post on any WIN Insights Site for modeling, acting, talent or entertainment agencies or talent scouting positions;
- (g) Advertise sexual services or seek employees for jobs of a sexual nature;
- (h) Request the use of human body parts or the donation of human parts, including, without limitation, reproductive services such as egg donation and surrogacy;
- (i) Endorse a particular political party, political agenda, political position or issue;
- (j) Promote a particular religion;

WIN Insights reserves the right to remove any posting or content from any WIN Insights Site, which in the reasonable exercise of WIN Insights discretion, does not comply with the above Terms, or if any content is posted that WIN Insights believes is not in the best interest of WIN Insights.

If at any time during Your use of the WIN Insights Services, You made a misrepresentation of fact to WIN Insights or otherwise misled WIN Insights in regards to the nature of Your business activities, WIN Insights will have grounds to terminate Your use of the WIN Insights Services.

WIN Insights Database

Use of the WIN Insights Database by Authorized Members

You shall use the WIN Insights Database as provided in these Terms and in any contract You have with WIN Insights. You shall use the WIN Insights Database in accordance with all applicable privacy and data protection laws, and You agree You shall not further disclose any of the data from WIN Insights Database to any third party, unless You are authorized explicitly by WIN Insights.

You shall take appropriate physical, technical, and administrative measures to protect the data You have obtained from WIN Insights Database from loss, misuse, unauthorized access, disclosure, alteration or destruction. You shall not share Database seat-based license login credentials with any other party.

The WIN Insights Database shall not be used:

- (a) For any purpose other than as a Team Leader sharing information with his/her team, including but not limited to advertising promotions, products, or services to any member;
- (b) To make unsolicited phone calls or faxes or send unsolicited mail, email, or newsletters to members or to contact any individual unless they have agreed to be contacted (where consent is required or, if express consent is not required, who has not informed you that they do not want to be contacted).

In order to ensure a safe and effective experience for all of our customers, WIN Insights reserves the right to limit the amount of data that may be accessed by You in any given time period. These limits may be amended in WIN Insights' sole discretion from time to time.

4. Additional terms applicable to individual members.

When You register with any WIN Insights Site, You will be asked to create an account and provide WIN Insights with certain information including, without limitation, a valid email address (Your "Information").

Any Profile You submit must be accurate and describe You, an individual person. The Profile requires standard fields to be completed.

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any information or material contained therein placed by You on the WIN Insights Sites.

WIN Insights reserves the right to offer third party services and products to You based on the preferences that You identify in Your registration and at any time thereafter or you have agreed to receive, such offers may be made by WIN Insights or by third parties. Please see WIN Insights's [Privacy Policy](#), for further details regarding Your Information.

You understand and acknowledge that You have no ownership rights in Your account and that if You cancel Your WIN Insights account or Your WIN Insights account is terminated, all Your account information from WIN Insights, including Profiles, Postings, etc will be marked as deleted in and may be deleted from WIN Insights' databases and will be removed from any public area of the WIN Insights Sites. Information may continue to be available for some period of time because of delays in propagating such deletion through WIN Insights' web servers. In addition, third parties may retain saved copies of Your Information.

WIN Insights reserves the right to delete Your account and all of Your Information after a significant duration of inactivity and at WIN Insights sole discretion.

5. User Content and Submissions.

You understand that all information, data, text, software, music, sound, photographs, graphics, video, advertisements, messages or other materials submitted, posted or displayed by You on or through a WIN Insights Site ("User Content") is the sole responsibility of the person from which such User Content originated. WIN Insights claims no ownership or control over any User Content. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any User Content you submit, post or display on or through WIN Insights and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying User Content on or through WIN Insights, you grant WIN Insights a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content through WIN Insights. In addition, by submitting, posting or displaying User Content which is intended to be available to the general public, you grant WIN Insights a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content for the purpose of promoting WIN Insights and its services. WIN Insights reserves the right to refuse to accept post, display or transmit any User Content in its sole discretion.

If You post User Content in any public area of any WIN Insights Site, You also permit any User to access, display, view, store and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content placed on any WIN Insights Site retains any and all rights that may exist in such User Content. WIN Insights may review and remove any User Content that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, Users of any WIN Insights Site. WIN Insights reserves the right to expel Users and prevent their further access to the WIN Insights Sites and/or use of WIN Insights Services for violating the Terms or applicable laws, rules or regulations. WIN Insights may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for WIN Insights, damage WIN Insights' brand or public image, or cause WIN Insights to lose Users or (in whole or in part) the services of its ISPs or other suppliers.

WIN Insights does not represent or guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by Users nor does WIN Insights endorse any opinions expressed by Users. You acknowledge that any reliance on material posted by other Users will be at Your own risk.

You may not include, in any User Content submitted to WIN Insights Communities, information that may be interpreted as a direct solicitation, advertisement or recruitment. In order to protect our WIN Insights Community Users from commercial advertising or solicitation, WIN Insights reserves the right to restrict the number of e-mails or other messages which a User may send to other Users to a number which WIN Insights deems appropriate in its sole discretion.

We appreciate hearing from our Users and welcome Your comments regarding our services and the WIN Insights Sites. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value Your feedback on our services, please be specific in Your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), the Submission shall be the property of WIN Insights. None of the Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. WIN Insights shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person.

Additional Terms Applicable to WIN Insights Premium memberships

(a) Premium Membership. WIN Insights Premium Member has paid for access to Premium Networking features, along with an exclusive suite of products and content. The product offerings and pricing are subject to change at any time with or without notification to Premium members. A User can access all of the Premium features that they paid for from his or her WIN Insights Account homepage.

(b) Premium Products. WIN Insights Premium products are only accessible to Premium Members. The list of Premium products includes, but is not limited to, Community Membership, Professional Membership, Executive Membership, Executive Leadership Membership, Employee Learning Lab, Win 360 Team Application and e-Learning Suite of Products. These product offerings are subject to change at any time with or without notification.

(c) Premium Cancellation. A User will retain access to the Premium features provided that he or she had pay for the membership fee for this access. The User may terminate his or her membership as a WIN Insights Premium Member at any time, for any reason by using the online cancellation tool and following the provided instructions. If you cancel your WIN Insights Premium account within 3 business days from date of purchase, WIN Insights will provide a full refund. If however, you cancel your WIN Insights Premium account thereafter you will not be entitled to any refund of fees.

(d) Premium Termination by WIN Insights. If WIN Insights terminates your WIN Insights Premium account membership because You have breached these Terms or WIN Insights is unable to verify or authenticate information You have provided, You will not be entitled to any refund of fees paid.

10. Identification of Agent to Receive Notification And Elements Of Notification Of Claimed Copyright or Trademark Infringement.

If You believe that your copyrighted work or trademark has been uploaded, posted or copied to any WIN Insights Site and is accessible on such WIN Insights Site in a way that constitutes copyright or trademark infringement, please contact WIN Insights by email at Alex@WinInsights.com or by regular mail at:

Integral Media
Alejandro Gonzalez
Compliance and Fraud Prevention
5140 Parkwood Oaks Lane, Suite #500
Mableton, GA 30126

7. Policy Regarding Termination of Users Who Infringe The Copyright or Other Intellectual Property Rights of Others.

WIN Insights, and all of its affiliated companies respect the intellectual property of others, and we ask our Users and content partners to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owner's rights. As a condition to your use of WIN Insights Sites, You agree not to use WINInsights.com or any other WIN Insights Site to infringe the intellectual property rights of others in any way. WIN Insights reserves the right, in its sole discretion, to take these actions to limit access to the Site and/or terminate the accounts of at any time, in our sole discretion Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement, with or without notice, and without any liability to the User who is terminated or to the User whose access is blocked. Notwithstanding the foregoing, in the event that You believe in good faith that a notice of copyright infringement has been wrongly filed against You, please contact the WIN Insights Compliance and Fraud Prevention as set out above.

8. WIN Insights Liability.

WIN Insights is a web-based knowledge management system that delivers the most comprehensive **aggregation** of identity and diversity-related content that exists to date. Our customers are the leaders, managers and employees of business, government and academia. Through formal and informal eLearning, innovative web-based and mobile applications, and expert moderated forums and communities, WIN Insights has tapped into and digitized the knowledge and expertise of seasoned diversity and inclusion experts and placed that knowledge in our one-of-a-kind Learning Management System (LMS). WIN Insights only should only be used as a reference guide.

WIN Insights is not involved in the actual interaction between employers and employees. As a result, WIN Insights is not responsible for User Content, the quality, safety or legality of the material posted, the truth or accuracy of the material, the ability of employers to execute the recommendations or the ability of the employees to follow the recommendations. WIN Insights makes no representations about any User Content or material on the WIN Insights Sites. While WIN Insights reserves the right in its sole discretion to remove User Content, or other material from the WIN Insights Sites from time to time, WIN Insights does not assume any obligation to do so and to the extent permitted by law, disclaims any liability for failing to take any such action.

WIN Insights Communities provides a venue for individuals to network for professional and personal purposes and WIN Insights does not screen or censor the Profiles or User Content on the WIN Insights Sites. WIN Insights is not involved in the actual communications between Users. As a result, WIN Insights has no control over the accuracy, reliability, completeness, or timeliness of the Profiles or User Content submitted on the WIN Insights Sites and makes no representations about any Profile or User Content on the WIN Insights Sites.

Note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom You come in contact through the WIN Insights Sites. By its very nature other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that You will use caution and common sense when using the WIN Insights Sites.

Because User authentication on the Internet is difficult, WIN Insights cannot and does not confirm that each User is who they claim to be. Because we do not and cannot be involved in User-to-User dealings or control the behavior of participants on any WIN Insights Site, in the event that You have a dispute with one or more Users, You release WIN Insights (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes to the fullest extent permitted by law.

The WIN Insights Sites and the WIN Insights Content may contain inaccuracies or typographical errors. WIN Insights makes no representations about the accuracy, reliability, completeness, or timeliness of any WIN Insights Site or the WIN Insights Content. The use of all WIN Insights Sites and the WIN Insights Content is at Your own risk. Changes are periodically made to WIN Insights Sites and may be made at any time. WIN Insights cannot guarantee and does not promise any specific results from use of any WIN Insights Site. No advice or information, whether oral or written, obtained by a User from WIN Insights or through or from any WIN Insights Site shall create any warranty not expressly stated herein.

If You are a California resident, You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

WIN Insights encourages You to keep a back-up copy of any of Your User Content. To the extent permitted by law, in no event shall WIN Insights be liable for the deletion, loss, or unauthorized modification of any User Content.

WIN Insights does not provide or make any representation as to the quality or nature of any of the third party products or services purchased through any WIN Insights Site, or any other representation, warranty or guaranty. Any such undertaking, representation, warranty or guaranty would be furnished solely by the provider of such third party products or services, under the terms agreed to by the provider.

If You believe that something on the Site violates these Terms please contact our designated agent set forth in Section 7 above.

If notified of any content or other materials which allegedly do not conform to these Terms, WIN Insights may in its sole discretion investigate the allegation and determine whether to remove or request the removal of the content. WIN Insights has no liability or responsibility to Users for performance or nonperformance of such activities.

9. Disclaimer of Warranty.

TO THE FULLEST EXTENT POSSIBLE BY LAW, WIN INSIGHTS DOES NOT WARRANT THAT ANY WIN INSIGHTS SITE OR ANY WIN INSIGHTS SERVICES WILL OPERATE ERROR-FREE OR THAT ANY WIN INSIGHTS SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF ANY WIN INSIGHTS SITE OR THE WIN INSIGHTS CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, WIN INSIGHTS IS NOT RESPONSIBLE FOR THOSE COSTS. THE WIN INSIGHTS SITES AND WIN INSIGHTS CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WIN INSIGHTS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. WIN INSIGHTS MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE WIN INSIGHTS CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

10. Disclaimer of Consequential Damages.

TO THE FULLEST EXTENT POSSIBLE BY LAW, IN NO EVENT SHALL WIN INSIGHTS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY WIN INSIGHTS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY WIN INSIGHTS SITE AND THE WIN INSIGHTS CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WIN INSIGHTS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Limitation of Liability.

TO THE FULLEST EXTENT POSSIBLE BY LAW, WIN INSIGHTS'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY WIN INSIGHTS SITE OR YOUR USE OF THE WIN INSIGHTS CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100.

12. Links to Other Sites.

The WIN Insights Sites contain links to third party Web sites. These links are provided solely as a convenience to You and not as an endorsement by WIN Insights of the contents on such third-party Web sites. WIN Insights is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If You decide to access linked third-party Web sites, You do so at Your own risk.

13. No Resale or Unauthorized Commercial Use.

You agree not to resell or assign Your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of any WIN Insights Site.

14. Indemnity.

You agree to defend, indemnify, and hold harmless Integral Media, LLC, WIN Insights, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to any WIN Insights' Site, (ii) Your use of any WIN Insights Content, or (iii) Your breach of these Terms. WIN Insights shall provide notice to You promptly of any such claim, suit, or proceeding.

15. General.

WIN Insights makes no claims or representations that the WIN Insights Content may be lawfully viewed or accessed outside of the United States. Access to the WIN Insights Content may not be legal by certain persons or in certain countries. If You access any WIN Insights Site You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. Any software downloaded from any WIN Insights Site is further subject to United States export control laws, and may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods or (ii) to any individual or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using such software, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country, individual, or entity on any such list.

These Terms are governed by the internal substantive laws of the State of Georgia, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Atlanta, Georgia. If any provision of these Terms are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, WIN Insights's failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect WIN Insights's ability to enforce such term at any point in the future. Except as expressly provided in an additional agreement, additional Terms for certain areas of the WIN Insights Sites, a particular "Legal Notice," or software license or material on particular pages on the WIN Insights Sites, these Terms constitute the entire agreement between You and WIN Insights with respect to the use of the WIN Insights Sites. No changes to these Terms shall be made except by a revised posting on this page.

16. Additional Terms.

Certain areas of the WIN Insights Sites are subject to additional Terms. By using such areas, or any part thereof, You agree to be bound by the additional Terms applicable to such areas.

17. Term and Termination.

These Terms will remain in full force and effect while You are a User of any WIN Insights Site. WIN Insights reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to removal of Your User Content from the WIN Insights Sites and immediate termination of Your registration with or ability to access the WIN Insights Sites and/or any other services provided to You by WIN Insights, upon any breach by You of these Terms or if WIN Insights is unable to verify or authenticate any information You submit to a WIN Insights Site registration. Even after You are no longer a User of the WIN Insights Sites, certain provisions of these Terms will remain in effect, including Sections 1, 2, 5, 7 through 16, inclusive.

Update effective September 2013