

Pluralsight Individual Terms of Use

Effective Date: May 1, 2023 (v. 2.0)

Welcome, and thank you for your interest in Pluralsight, LLC (“**Pluralsight**,” “**we**,” or “**us**”) and our websites at <https://www.pluralsight.com>, <https://acloudguru.com>, and <https://acloud.guru>, along with our related websites, hosted applications, mobile or other downloadable applications, and other services provided by us (collectively, the “**Service**”). These Individual Terms of Use are a legally binding contract between you and Pluralsight regarding your use of the Service. If you have entered into an executed Master Services Agreement with Pluralsight or its Affiliate (as defined therein), then these Terms of Use will be of no effect with respect to the subject matter of that executed Master Services Agreement. Similarly, if you have purchased a business subscription through this website, then these Terms of Use will be of no effect on you and you should instead refer to the Pluralsight Business Terms of Use.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING PLURALSIGHT’S PRIVACY NOTICE FOUND AT [HTTPS://WWW.PLURALSIGHT.COM/PRIVACY](https://www.pluralsight.com/privacy) (TOGETHER, THESE “**TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND PLURALSIGHT’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY PLURALSIGHT AND BY YOU TO BE BOUND BY THESE TERMS.

- 1. Service Overview.** The “Service” includes platforms and hands-on experiences for helping users learn, teach, and connect provided under the Pluralsight brand, the A Cloud Guru brand, or others described in Additional Terms (as defined below).
- 2. Eligibility.** You must be at least 16 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 16 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

- 3. Accounts and Registration.** To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information such as your name, email address, payment information if applicable, location, or other contact information. We strictly prohibit you from providing any sensitive personal data to us. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at support@pluralsight.com.
- 4. General Payment Terms.** Certain features of the Service may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. Fees are in one of several currencies, depending on location, including USD, EUR, GBP, or INR and are non-refundable unless otherwise specifically provided for in these Terms. By using our Service, you are granting us or our authorized vendor(s) permission to retain your account information and use it for the purpose of charging any outstanding amounts owed.
- 4.1 Price.** Pluralsight reserves the right to determine pricing for the Service. Pluralsight will make reasonable efforts to keep pricing information published on the Service up to date. We encourage you to check our pricing and plan information pages at www.pluralsight.com or acloudguru.com ("**Plans**") periodically for current pricing information. Pluralsight may change the fees for any feature of the Service, including additional fees or charges, if Pluralsight gives you advance notice of changes before they apply. Pluralsight, at its sole discretion, may make promotional offers with different features and different pricing to any of Pluralsight's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.
- 4.2 Free Trials.** Your subscription may begin with a free trial. The length of your free trial will be conveyed during checkout. Pluralsight reserves the right, in its absolute discretion, to determine your eligibility for a free trial and to withdraw or to modify your free trial at any time without prior notice and without liability. As a free trial user, you acknowledge and agree that your use and access to the Service is subject to these Terms of Use. If you sign up for a free trial, you agree to provide your payment method during checkout before beginning your free trial. We will not process any fees during your free trial period, though you may see an authorization on your card pursuant to section 4.3. On the last day of your free trial we will convert your free trial into a paid subscription and process your payment in accordance with section 4.4. By providing your payment information in conjunction with registration for a free trial, you agree to these charges and billing practices. If you do not wish to be charged, you must cancel before the end of your free trial. Upon cancellation of your free trial, your access to the Service will terminate immediately.

- 4.3 Authorization.** You authorize Pluralsight to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Pluralsight, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, then Pluralsight may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase, and you authorize Pluralsight to charge \$1 for purposes of verifying your credit card. The \$1 charge may be refunded to users on a free or trial plan.
- 4.4 Subscription Service.** The Service may include certain subscription-based plans with automatically recurring payments for periodic charges (“**Subscription Service**”). The “**Subscription Billing Date**” is the date when you purchase your first subscription to the Service. The Subscription Service will begin on the Subscription Billing Date and continue for the subscription period that you select on your account (such period, the “**Initial Subscription Period**”), and will automatically renew for successive periods of the same duration as the Initial Subscription Period (the Initial Subscription Period and each such renewal period, each a “**Subscription Period**”) unless you cancel the Subscription Service or we terminate the Subscription Service. If you activate a Subscription Service, then you authorize Pluralsight or its third-party payment processors to periodically charge, on a going-forward basis and until cancellation of the Subscription Service, all accrued sums on or before the payment due date. For information on the “**Subscription Fee**,” please see our Plans. Your account will be charged automatically on the Subscription Billing Date and thereafter on the renewal date of your Subscription Service for all applicable fees and taxes for the next Subscription Period. You must cancel your Subscription Service before it renews in order to avoid billing of the next periodic Subscription Fee to your account. Pluralsight or its third-party payment processor will bill the periodic Subscription Fee to the payment method associated with your account or that you otherwise provide to us. You may cancel the Subscription Service via your user account settings page, by calling +1 (801) 784-9007, or by emailing support@pluralsight.com. YOUR CANCELLATION MUST BE RECEIVED BEFORE THE RENEWAL DATE IN ORDER TO AVOID CHARGE FOR THE NEXT SUBSCRIPTION PERIOD.
- 4.5 Excess Usage.** If you use the Service in violation of the scope granted hereunder, including but not limited to unauthorized sharing of user credentials (“**Excess Use**”), Pluralsight may, in its sole discretion, invoice you for the Excess Use, at the rates set forth in your Plan or, in the absence thereof, Pluralsight’s current list price for the features included in your Plan for such Excess Use.
- 4.6 Delinquent Accounts.** Pluralsight may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees. If your payment method is no longer valid at the time a renewal

Subscription Fee is due, then Pluralsight reserves the right to terminate and delete your account and to delete any information or User Content (defined below) associated with your account without any liability to you.

5. Licenses.

5.1 Limited License. Subject to your complete and ongoing compliance with these Terms, Pluralsight grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any mobile or other downloadable application associated with the Service (whether installed by you or pre-installed on your mobile device by the device manufacturer or a wireless telephone provider) on a mobile device that you own or control; and (b) access and use the Service.

5.2 License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.

5.3 Feedback. We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Pluralsight an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to use the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

6. Ownership. Proprietary Rights. The Service is owned and operated by Pluralsight. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Pluralsight ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Service are the property of Pluralsight or its third-party licensors. Except as expressly authorized by Pluralsight, you may not make use of the Materials. There are no implied licenses in these Terms and Pluralsight reserves all rights to the Materials not granted expressly in these Terms.

7. Third-Party Terms.

7.1 Third-Party Services and Linked Websites. Pluralsight may provide tools through the Service that enable you to export information, including User Content, to third-party services, including through features that allow you to link your account on the Service with an account on the third-party service, such as Twitter or Facebook, or through our implementation of third-party buttons (such as "like" or "share" buttons). By using one of these tools, you hereby authorize Pluralsight to transfer that information to the applicable third-party service. Third-party services are not under

Pluralsight’s control, and, to the fullest extent permitted by law, Pluralsight is not responsible for any third-party service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under Pluralsight’s control, and Pluralsight is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content or information with such third-party services. Once sharing occurs, Pluralsight will have no control over the information that has been shared.

7.2 Third-Party Software. The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“**Third-Party Components**”). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

8. User Content.

8.1 User Content Generally. Certain features of the Service may permit users to submit, upload, publish, broadcast, or otherwise transmit (“**Post**”) content to the Service, including messages, reviews, photos, video or audio (including sound or voice recordings and musical recordings embodied in the video or audio), images, folders, data, text, and any other works of authorship or other works (“**User Content**”). You retain any copyright and other proprietary rights that you may hold in the User Content that you Post to the Service, subject to the licenses granted in these Terms.

8.2 Limited License Grant to Pluralsight. By Posting User Content to or via the Service, you grant Pluralsight a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, publicly display, publicly perform (including by means of a digital audio transmission), communicate to the public, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in these Terms, and distribute your User Content, in whole or in part, in any media formats and through any media channels, in each instance whether now known or hereafter developed. You agree to pay all monies owing to any person or entity resulting from Posting your User Content and from Pluralsight’s exercise of the license set forth in this Section.

8.3 Specific Rules for Photographs and Images. When posting a photograph or image on the Service, it is important to ensure that you have the right to do so and that you do not violate any copyright or other laws, such as those related to pornography. We strictly prohibit the posting of any illegal content, including but not limited to pornography, hate speech, and any other material that is offensive or violates any laws or regulations (“**Illegal Content**”). Pluralsight does not take liability for any posting, but we do reserve the right to investigate and take action, such as shutting down your account, or reporting **Illegal Content** to law enforcement, if we find that you have violated someone’s copyright or

posted Illegal Content. If you Post a photograph or image to the Service that includes one or more persons, you hereby grant such persons and their administrators, guardians, heirs, and trustees, if any, an irrevocable, perpetual, royalty free, fully paid-up, worldwide license to reproduce, distribute, and publicly display that photograph for personal use and through any online platform or service, including the Service, Facebook, Instagram, LinkedIn, and Twitter, but not to promote any third-party product, good, or service. The license contained in this Section does not permit the subject of any photo or their administrators, guardians, heirs, or trustees to sell that image or photograph, whether on a standalone basis or as embodied in any product.

8.4 You Must Have Rights to the Content You Post; User Content

Representations and Warranties. You must not Post User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content, including in all ambient music and underlying musical works embodied in any sound recording. Pluralsight disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant to us that:

- (a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Pluralsight and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Pluralsight, the Service, and these Terms;
- (b) your User Content, and the Posting or other use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Pluralsight to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and
- (c) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

8.5 User Content Disclaimer. We are under no obligation to edit or control User Content that you or other users Post and will not be in any way responsible or liable for User Content. Pluralsight may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or

may have against Pluralsight with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Pluralsight does not permit infringing activities on the Service.

8.6 Monitoring Content. Pluralsight does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that Pluralsight reserves the right to, and may from time to time, monitor any and all information (including User Content) transmitted or received through the Service for operational and other purposes. If at any time Pluralsight chooses to monitor the information or User Content, then Pluralsight still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Notice (defined below). Pluralsight may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Service without Pluralsight having any liability to the user who Posted such User Content to the Service or to any other users of the Service.

9. Communications.

9.1 Text Messaging & Phone Calls. You agree that Pluralsight and those acting on our behalf may call and send you text (SMS) messages at the phone number you provide us. These calls and messages may include operational calls or messages about your use of the Service. Calls and text messages may be made or sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such calls or messages, as specified by your carrier. IF YOU WISH TO OPT OUT OF MARKETING CALLS AND TEXT MESSAGES FROM PLURALSIGHT, YOU CAN EMAIL SUPPORT@PLURALSIGHT.COM OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES. IF YOU WISH TO OPT OUT OF ALL CALLS AND TEXT MESSAGES FROM PLURALSIGHT, YOU CAN EMAIL SUPPORT@PLURALSIGHT.COM OR TEXT THE WORD "STOPALL" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive calls and text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request.

9.2 Email. We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

10. Prohibited Conduct. BY USING THE SERVICE, WHETHER OR NOT YOU ARE REQUIRED TO PAY ANY SUBSCRIPTION FEES, YOU AGREE NOT TO:

10.1 use the Service for any illegal purpose or in violation of any local, state, national, or international law;

- 10.2** harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service;
- 10.3** violate, encourage others to violate, or provide instructions on how to violate, any right of a third party or Pluralsight, including by infringing or misappropriating any third-party intellectual property right;
- 10.4** access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Pluralsight;
- 10.5** interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- 10.6** interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting or sharing personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- 10.7** perform any fraudulent activity including without limitation impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission, or falsifying your age or date of birth;
- 10.8** sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6 (*Ownership; Proprietary Rights*)) or any right or ability to view, access, or use any Materials; or
- 10.9** attempt to do any of the acts described in this Section or assist or permit any person in engaging in any of the acts described in this Section.

11. Intellectual Property Rights Protection and Respect for Third Party Rights. Pluralsight respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service. If you would like to report a potential case of infringement, please report it to us promptly by way of the procedures published at <http://www.pluralsight.com/copyright-procedure>.

12. Modification of Terms. We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. We may require that you accept modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should discontinue your use of the Service.

13. Term, Termination, and Modification of the Service.

13.1 Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 13.2 (*Termination*).

13.2 Termination. If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, Pluralsight may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. In the event there is no Subscription Service in effect, you may terminate your account and these Terms at any time by contacting customer service at support@pluralsight.com.

13.3 Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Pluralsight any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 5.3 (*Feedback*), 6 (*Ownership; Proprietary Rights*), 8.2 (*Limited License Grant to Pluralsight*), 13.3 (*Effect of Termination*), 14 (*Indemnity*), 15 (*Disclaimers; No Warranties by Pluralsight*), 16 (*Limitation of Liability*), and 17 (*Miscellaneous*) will survive. You are solely responsible for retaining copies of any User Content you Post to the Service since upon termination of your account, you may lose access rights to any User Content you Posted to the Service. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.

13.4 Modification of the Service. Pluralsight reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Pluralsight will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. You should retain copies of any User Content you Post to the Service so that you have permanent copies in the event the Service is modified in such a way that you lose access to User Content you Posted to the Service.

14. Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Pluralsight, its affiliates, and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the “**Pluralsight Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys’ fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or

issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

15. Disclaimers; No Warranties by Pluralsight.

15.1 THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. PLURALSIGHT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. PLURALSIGHT DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND PLURALSIGHT DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

15.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR PLURALSIGHT ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE PLURALSIGHT ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

15.3 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 15 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Pluralsight does not disclaim any warranty or other right that Pluralsight is prohibited from disclaiming under applicable law.

16. Limitation of Liability.

16.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE PLURALSIGHT ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY,

AND WHETHER OR NOT ANY PLURALSIGHT ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

16.2 TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE PLURALSIGHT ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (a) THE AMOUNT YOU HAVE PAID TO PLURALSIGHT FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (b) US\$100.

16.3 EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17. Miscellaneous.

17.1 General Terms. These Terms, including the Privacy Notice and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Pluralsight regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your User Content, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

17.2 Governing Law. These Terms are governed by the laws of the State of Delaware without regard to conflict of law principles. You and Pluralsight submit to the personal and exclusive jurisdiction of the state courts and federal courts located within the State of Utah for resolution of any lawsuit or court proceeding permitted under these Terms.

17.3 Privacy Notice. Please read the Pluralsight Privacy Notice available at <http://www.pluralsight.com/privacy> (the “**Privacy Notice**”) carefully for information relating to our collection, use, storage, and disclosure of your

personal information. The Pluralsight Privacy Notice is incorporated by this reference into, and made a part of, these Terms.

- 17.4 Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 17.5 Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Notice. Please read our Privacy Notice to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 17.6 Contact Information.** The Service is offered by Pluralsight, LLC, located at 42 Future Way, Draper, Utah, 84020. You may contact us by sending correspondence to that address or by emailing us at support@pluralsight.com.
- 17.7 Notice to California Residents.** If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- 17.8 No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.
- 17.9 Export Controls.** The Service is subject to United States export controls. No Service content or materials may be downloaded or exported by or to any person or entity on the United States Treasury Department’s list of Specially Designated Nationals (SDN) or the United States Commerce Department’s Consolidated Screening List (CSL). By accessing or using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. Although the Service may be accessible worldwide, we make no representation that the Service is appropriate or available for use in locations outside the United States, and accessing the Service from territories where its contents or materials are illegal, is prohibited. Those who choose to access the Service from other locations do so at their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Service is void where prohibited.
- 18. Notice Regarding Apple.** This Section 18 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Pluralsight only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Service or the content of it. Apple has no

obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.