



TERMS OF USE

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Welcome to Pluralsight! Our mission is creating progress through technology that lifts the human condition, which we are accomplishing by building an ecosystem for people to learn, teach, and connect. When you visit, view, use, or access our website [Pluralsight.com](https://www.pluralsight.com) and any applicable subdomains thereof, or any applications, mobile applications, functionalities, content, materials, Interactive Features, or other online services provided by Pluralsight (collectively, the “Site”), whether as a guest or a registered user, you’re agreeing to the following terms and conditions, so please take a few minutes to read over the Terms of Use below.

1. INTRODUCTION

These Terms of Use, as may be amended from time to time, together with any documents, policies, or terms they incorporate by reference (collectively, these “**Terms of Use**”), are entered into by and between you and Pluralsight, LLC, a Nevada limited liability company (“**Pluralsight**”, “**we**”, or “**us**”). For purposes of these Terms of Use, “**you**” includes, individually and collectively, you (the user or Customer) and any individual, affiliate, or Business User that is visiting, viewing, using, or accessing the Site under your Plan. To the extent that you have entered into an enterprise license agreement, master sales order, master services agreement, or other written agreement fully executed and signed by an authorized representative of Pluralsight that contains terms that directly conflict with any terms of these Terms of Use, then the conflicted terms set forth in such other agreement will control.

You acknowledge and agree that by (i) visiting, viewing, using, or accessing the Site, (ii) clicking “Agree”, “Purchase”, “Submit”, or similar links, or (iii) signing or confirming a Sales Order or other agreement incorporating these Terms of Use, that you have read, understand, and agree to be bound by these Terms of Use, irrespective of whether you are a guest or a registered user of the Site. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT ACCESS OR USE THE SITE. PLURALSIGHT’S ALLOWANCE OF YOUR USE AND ACCESS TO THE SITE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, TO THE EXCLUSION OF ALL OTHER TERMS.**

2. PRIVACY POLICY

Your privacy is important to us, and we are committed to protecting your personal information. Any personal information submitted in connection with your use of the Site is subject to our privacy policy found at <http://www.pluralsight.com/privacy> (the “**Privacy Policy**”), which is hereby incorporated by this reference. We will use information about you that we obtain either directly from you or that we obtain by nature of your use of the Site in accordance with our Privacy Policy solely in furtherance of providing you and improving the Site.

3. SITE ACCESS AND ACCOUNT REGISTRATION

To access the Site, you may be asked to provide certain account information and other details. This account information helps us to create and maintain a Pluralsight account for you, which is necessary for providing you the content, customer service, and network management that comes with the Site; as such, it is a condition of your use of the Site that all account information you provide is correct, current, and complete. You agree that all account information you provide is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

With regard to your username, password, any other piece of information you provide to us as part of our security procedures (collectively, “**Account Information**”), you agree to treat such Account Information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account Information is personal to you, and you agree not to provide any other person with access to the Site using your Account Information. You agree to notify us immediately (support@pluralsight.com) of any unauthorized access to or use of your Account

Information or any other breach of security that you become aware of. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your Account Information or other personal information.

Except as provided herein, you may not transfer your Account Information to any other person and you may not use anyone else's Account Information or account at any time. In cases where you have nevertheless authorized or registered another person to use your account or Plan, or where you have acted negligently in safeguarding your Account Information as set forth above, you agree you are fully responsible for (i) the acts and omissions of such person accessing the Site with your Account Information, (ii) controlling the person's access to and use of the Site, and (iii) the consequences of any use or misuse by such person.

4. PLURALSIGHT SUBSCRIPTION PLANS

(a) **Plan Scope.** The scope, features, and price of your access to the Site is determined by the subscription plan and account type you register for, purchase, order, renew, or change into (each, a "**Plan**")—to review the scope, features, and price associated with Pluralsight's Plans, please visit <http://www.pluralsight.com/plans> (the "**Plans Page**"). Whether such registration, purchase, order, renewal, or change happens through the Site's checkout or account settings functionalities, through a Free Trial, Team Trial, Pilot, or Company Partnership, by execution or confirmation of a Sales Order, or with or without the assistance of Pluralsight's sales or support teams (all such methods, collectively, "**Checkout**"), your use of and access to the Site is expressly conditioned upon timely payment of the applicable License Fee associated with your Plan and governed by these Terms of Use.

For purposes herein, "**License Fee**" means the Individual License Fee, all forms of the Business License Fee (e.g., Professional License Fee, or Enterprise License Fee), or the Company Partnership License Fee (if any), as applicable. We reserve the right to increase or decrease any License Fee at any time; however, to the extent you have paid your License Fee in advance, the increase or decrease will not become effective for your Plan until the end of your current subscription term or your next renewal.

For purposes herein, "**Payment Method**" means the Individual Payment Method or the Business Payment Method, as applicable.

(b) **Payment Method.**

- (i) You may edit your Payment Method information by visiting our website and clicking on the "Account" link, available at the top of the pages of the Pluralsight website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see Cancellation Policy in Section 10(b) below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. We may update your Payment Method with information provided by the applicable payment service provider, and you authorize us to continue to charge the applicable License Fee to the updated Payment Method. Check with your Payment Method service provider for more details.
- (ii) When you select or purchase a Plan, begin a Free Trial, Team Trial, or Pilot, or otherwise provide or add any form of Payment Method to Checkout or your account, your bank may reserve the funds necessary or place a small authorization hold until the transaction processes or the authorization hold expires, but this is not the actual charge. The authorization will be removed from your account according to the policies of your bank; and as such, to remove an authorization, please contact your bank to clarify how long they hold authorizations for online orders.
- (iii) Depending on where you transact with us, the type of Payment Method used, and where your payment method was issued, your transaction with us may be subject to foreign exchange fees or differences in prices because of exchange rates and other Pluralsight-provided geographic-specific pricing. We do not support all payment methods, currencies, or locations for payment. If your payment method fails, or if your account is past due, we may collect fees owed using other

collection mechanisms—this may include charging other payment methods on file with us or retaining collection agencies and legal counsel, the fees and cost of which you hereby agree to pay. Notwithstanding anything to the contrary, your obligation to pay fees continues through the end of your applicable subscription term and regardless of whether you cancel your Plan during such term.

4.1 INDIVIDUAL PLAN

(a) **Individual License.** If you choose or purchase a Pluralsight individual subscription plan during Checkout (an “**Individual Plan**”), Pluralsight grants you, and you alone, a non-exclusive, non-transferable license (“**Individual License**”) to use the Site for the subscription term length set forth during Checkout (the “**Initial Individual Term**”) in strict accordance with these Terms of Use. If you purchase a “monthly” plan, your Initial Individual Term is one month from the date of purchase, whereas the purchase of an “annual” plan results in a one year Initial Individual Term. Any renewal of the Initial Individual Term (or a Renewal Individual Term), whether such renewal occurs by way of your Automatic Individual Renewal, Checkout, or otherwise, shall be deemed a “**Renewal Individual Term**”, and together with the Initial Individual Term, the “**Individual Term**”, as applicable.

(b) **Individual License Fee.** Pluralsight’s grant of the Individual License is expressly conditioned on timely payment of the then-applicable license fee for the Individual Plan in the amount and on the billing frequency (e.g., monthly, annually) selected and set forth during Checkout (“**Individual License Fee**”). We may include a separate charge for any applicable sales, use, value-added, or excise taxes, and any other similar taxes, duties or charges of any kind, other than taxes on Pluralsight’s income, imposed by any federal, state, or local governmental entity on any amounts payable by you under these Terms of Use. We will remit taxes collected, if any, to the appropriate taxing authority.

- (i) **Automatic Individual Renewal.** BY REGISTERING FOR, SUBSCRIBING TO, OR PURCHASING AN INDIVIDUAL PLAN AND PROVIDING BILLING INFORMATION DURING CHECKOUT, YOU GRANT US AND OUR AUTHORIZED THIRD-PARTY PAYMENT PROCESSOR(S) THE RIGHT TO PROCESS PAYMENT FOR YOUR INDIVIDUAL LICENSE FEE VIA THE DEBIT CARD, CREDIT CARD, OR PAYPAL® ACCOUNT YOU PROVIDED DURING CHECKOUT OR MAINTAIN ON YOUR ACCOUNT (your “**Individual Payment Method**”). YOU UNDERSTAND AND AGREE THAT AT THE END OF EACH INDIVIDUAL TERM WE WILL AUTOMATICALLY RENEW YOUR INDIVIDUAL PLAN FOR THE SAME LENGTH OF TERM AND PROCESS YOUR INDIVIDUAL PAYMENT METHOD FOR PAYMENT OF THE INDIVIDUAL LICENSE FEE AT THE THEN-APPLICABLE PRICE FOR AN INDIVIDUAL PLAN (said process, “**Automatic Individual Renewal**”). If you choose to be billed “monthly”, we will process your Automatic Individual Renewal on or near the same day of each month. If you choose to be billed “annually”, we will process your Automatic Individual Renewal on or near the same day of each year. If payment is not received within such time period, or if we are unable to renew your Individual Plan based on inaccurate or outdated Individual Payment Method information, we may suspend or terminate your Individual Plan, in our sole discretion. For Individual Plans, there is no ability to disable Automatic Individual Renewal other than cancellation (*see* Section 10(b)). Please visit <http://support.pluralsight.com/> for more details on Automatic Individual Renewal.
- (ii) **Individual Plan Refund Policy.** All portions of the Individual License Fee, whether paid monthly or annually, are *completely non-refundable*. Exceptions for extenuating circumstances may be considered by emailing support@pluralsight.com; however, we are in no way required to refund you any portion of the Individual License Fee.

4.2 BUSINESS PLANS

(a) **Business License(s).** If you choose or purchase a Pluralsight business subscription plan during Checkout or in a separate Pluralsight-provided sales order (each, a “**Sales Order**”), which includes any of the business plan offerings set forth on [the Plan Page](#) (e.g., Professional, Enterprise) (each, a “**Business Plan**”), Pluralsight grants you a non-exclusive, non-transferable license (“**Business License**”) to use the Site for the subscription term length set

forth during Checkout or a Sales Order (the “**Initial Business Term**”) in strict accordance with these Terms of Use. Any renewal of the Initial Business Term (or a Renewal Business Term), whether such renewal occurs by way of your Automatic Business Renewal, Checkout, a renewal Sales Order, or otherwise, shall be deemed a “**Renewal Business Term**”, and together with the Initial Business Term, the “**Business Term**”, as applicable.

(b) Individual Business Subscriptions. The Business License allows a specific number of your employees or affiliate employees to register as Pluralsight users (each, a “**Business User**”) and receive access to the Site by way of your Business License. Each Business User must be designated by the business purchasing the Business License or by such business’s designated Plan Manager, after which each Business User will be provisioned unique Account Information to register for a Pluralsight account and receive access to use the Site through an individual single-use business subscription (an “**Individual Business Subscription**”). Each Individual Business Subscription is to be used solely by the named Business User and for the internal purposes of the business provisioning the Business License. Each Individual Business Subscription may not be shared amongst Business Users nor may it be shared amongst multiple employees, affiliate employees, contractors, agents, or other individuals.

(c) Business License Fee. Pluralsight’s grant of the Business License is expressly conditioned on timely payment of the then-applicable annual license fee in advance for all Individual Business Subscriptions on or added to your Business Plan in the amount and on the billing frequency set forth during Checkout or in a Sales Order (individually, and collectively, the “**Business License Fee**”).

- (i) Payment by Debit or Credit Cards, PayPal®, or Third Parties. By registering for, subscribing to, or purchasing a Business Plan and providing billing information during Checkout or otherwise, you grant us and our authorized third-party payment processor(s) the right to process payment for your Business License Fee via the debit card, credit card, PayPal® account, third-party payment provider, or reseller you provide, authorize, or maintain on your Business Plan account (individually, and collectively, “**Business Payment Method**”).
- (ii) Payment by Invoice. If you choose to be invoiced during Checkout (or choose to have a third-party payment provider or reseller be invoiced on your behalf) rather than using a Business Payment Method, your Business License Fee will be billed as of the effective date of the subscription start date set forth during Checkout or a Sales Order. You hereby agree the Business License Fee is due as of the date of any Pluralsight invoice, payable within thirty (30) days of said date.
- (iii) Automatic Business Renewal. Unless otherwise set forth in Checkout or a Sales Order, YOU UNDERSTAND AND AGREE THAT AT THE END OF EACH APPLICABLE BUSINESS TERM WE WILL AUTOMATICALLY RENEW YOUR BUSINESS PLAN (INCLUDING ALL INDIVIDUAL BUSINESS SUBSCRIPTIONS ON YOUR BUSINESS PLAN) FOR THE SAME LENGTH OF TERM AND PROCESS YOUR BUSINESS PAYMENT METHOD OR INVOICE FOR PAYMENT OF THE APPLICABLE BUSINESS LICENSE FEE FOR THE RENEWAL BUSINESS TERM AT THE THEN-APPLICABLE PRICE FOR A BUSINESS PLAN.

By way of example, if you select 10 Individual Business Subscriptions under a 1-year Business Plan during Checkout beginning January 1, 2017, we will process your Business Payment Method or invoice you for the 1-year cost of 10 Individual Business Subscriptions on the date of your Checkout. Your 10 Individual Business Subscriptions will expire on December 31, 2017, and unless you notify us at least 30 days prior to December 31, 2017, we will renew your Business Plan on or around January 1, 2018 for one year and on or around January 1st each year thereafter for 10 Individual Business Subscriptions at the then-applicable price for such subscriptions.

If, however, you select 25 Individual Business Subscriptions under a 2-year Business Plan during checkout beginning January 1, 2017, we will process your Business Payment Method or invoice you for the 2-year cost of 25 Individual Business Subscriptions on the date of your Checkout. Your 25 Individual Business Subscriptions will expire on December 31, 2019, and unless you notify us at least 30 days prior to December 31, 2019, we will renew your Business Plan for an additional

two years on or around January 1, 2020 and on or around January 1st every two years thereafter for 25 Individual Business Subscriptions at the then-applicable price for such subscriptions.

- (iv) **Suspension Because of Nonpayment.** If payment is not received within the required time period, or if we are unable to renew your Business Plan based on inaccurate or outdated Business Payment Method information, we may suspend your access to the Site (including all of your Business Users' access) until payment is received. In the event we suspend your Business Plan because of nonpayment, no additional time will be added to the then-applicable Business Term.
- (v) **Taxes.** The Business License Fee is exclusive of taxes. When processing your Business Payment Method or invoicing, we may include a separate charge for any applicable sales, use, value-added, or excise taxes, and any other similar taxes, duties or charges of any kind, other than taxes on Pluralsight's income, imposed by any federal, state, or local governmental entity on any amounts payable by you under these Terms of Use or any Sales Order. We will remit taxes collected, if any, to the appropriate taxing authority.

(d) **Additional Subscriptions.** As a Business Plan subscription holder, you or your Plan Manager may purchase additional Individual Business Subscriptions during the Initial Business Term or any Renewal Business Term, as applicable. The Business Users' access to the Site by way of the new subscriptions is conditioned upon timely payment of the applicable Business License Fee for each Individual Business Subscription added, which will be prorated for the number of days remaining in your then-current Business Term and paid by your Business Payment Method on file (or invoice), as selected during Checkout.

(e) **Designation of Business Users.** As a Business Plan subscription holder (depending on your Plan), you may designate one or more of your employees to act as plan manager(s) (each, a "**Plan Manager**") with regard to your Business Plan. Any Plan Manager you authorize will have the ability to purchase Individual Business Subscriptions and assign and authorize them to your Business Users via the Site's Business Plan administrative functionalities. If your Plan requires it, or if you desire, we can assign and authorize Individual Business Subscriptions after your purchase so long as you provide us with the first name, last name, and email address of the individuals that will be your Business Users entitled to access the Site subject to these Terms of Use. Contact your designated Pluralsight Sales Representative or sales@pluralsight.com for more details.

(f) **Individual Business Subscription Transfers.** You acknowledge and agree that the Individual Business Subscriptions granted under these Terms of Use, via Checkout, and under each Sales Order are specific to the individual Business Users you designate. Except as set forth during Checkout or a Sales Order, the Individual Business Subscriptions granted under these Terms of Use are *not transferable* to any other individual for any reason, and you will take all commercially reasonable steps to prevent your Business Users from granting access to the Site to any other individuals.

(g) **Your Marks.** As a Business Plan subscription holder, you agree that we may use your logo and name; provided that such use may be for informational purposes only in marketing efforts, solely for the purpose of identifying you as a customer of Pluralsight, and for no other purpose.

4.3 FREE TRIAL / TEAM TRIAL / PILOT SUBSCRIPTION PLANS

Your subscription plan may begin with a free trial (for individuals) ("**Free Trial**"), a free team trial (for businesses that checkout online) ("**Team Trial**"), or a free or paid pilot (for businesses that checkout through a sales-guided process) ("**Pilot**"). The length of your Free Trial, Team Trial, or Pilot will be set out during Checkout; however, we reserve the right, in our absolute discretion, to determine your eligibility for a Free Trial, Team Trial, or Pilot, and to withdraw or to modify your Free Trial, Team Trial, or Pilot at any time without prior notice and with no liability. As a Free Trial, Team Trial, or Pilot user, you acknowledge and agree that your use and access, and the use and access of your Business Users, of the Site is subject to these Terms of Use.

(a) **Free Trial (Individuals).** As a Free Trial user, you agree to provide your Individual Payment Method during Checkout before beginning your Free Trial. We will not process your Individual Payment Method for payment

of your Individual License Fee during your Free Trial (however you may see an authorization—*see* Section 4); however, on the first day following the end of your Free Trial we *will* convert your Free Trial into a paid Individual Plan and process your Individual Payment Method for your Individual License Fee on the billing frequency chosen during Checkout, which will also place your account from that date forward into Automatic Individual Renewal practices. By providing your Individual Payment Method details in conjunction with your Free Trial registration, you agree to these charges and practices. If you do not wish to be charged, you must cancel your Free Trial before the end of your Free Trial; and upon cancellation of your Free Trial your access to the Site will terminate immediately.

(b) Team Trial (select number of Business Users). A free Team Trial is provisioned through an online Checkout for a select number of Business Users (e.g., not to exceed 10 Business Users). You agree that you and your Business Users' use of the Site during the Team Trial is governed by these Terms of Use. In order to choose a free Team Trial during Checkout you must enter a valid a valid Business Payment Method—we *will not* charge your Business Payment Method during the Team Trial nor will we automatically convert your account into a paid Business Plan upon its expiration. However, at the end of your Team Trial (or earlier if you so choose), in order for you and your Business Users to continue using and accessing the Site, you must convert your Team Trial into a paid Business Plan and pay the applicable Business License Fee.

(c) Pilot (larger number of Business Users). A Pilot is provisioned through a sales-guided Checkout only, which may or may not include an applicable license fee for the Pilot depending on the scope, features, and number of Business Users on your Pilot. Unless otherwise set forth during Checkout or a Sales Order, at the end of your Pilot we *will not* automatically convert your account into a paid Business Plan. However, at the end of your Pilot, in order for you and your Business Users to continue using and accessing the Site, you must convert your Pilot into a paid Business Plan and pay the applicable Business License Fee. You agree that you and your Business Users' use of the Site during the Pilot is governed by these Terms of Use.

4.4 COMPANY PARTNERSHIP PLAN

Your subscription plan may start with a starter, trial, limited, or full subscription (“**Company Partnership Plan**”) facilitated through a company or community partnership between a third-party entity and Pluralsight (each, a “**Company Partner**”). The scope and features of the Site content and materials available to you, the length of your Company Partnership Plan, and the license fee (if applicable, and whether paid by you or the Company Partner) will be set out during Checkout—most often through a specific URL dedicated to the Company Partnership Plan. Together with our Company Partner, we reserve the right, in our absolute discretion, to determine your eligibility for a Company Partnership Plan, and to withdraw or to modify your Company Partnership Plan at any time without prior notice and with no liability. As a Company Partnership Plan user, you acknowledge and agree that your use of and access to the Site is subject to (i) these Terms of Use, and (ii) any other terms and conditions mandated by the applicable Company Partner as set forth in Checkout.

4.5 PLURALSIGHT-ACQUIRED SERVICE

If you were migrated to a Pluralsight subscription plan due to your subscription to a different content library owned by an entity acquired by Pluralsight, including without limitation subscription plans to CodeSchool.com, DigitalTutors.com, or TrainSimple.com (each, a “**Pluralsight-acquired Service**”), the following additional terms and conditions also apply to you:

(a) if the license fee for your subscription for the Pluralsight-acquired Service was being automatically renewed prior to Pluralsight's acquisition of such Pluralsight-acquired Service, your subscription will be automatically renewed (as set forth in Section 4.1 or 4.2, as applicable) at the current Pluralsight subscription rate unless affirmatively cancelled by you (*see* Section 10).

(b) as a legacy CodeSchool.com or TrainSimple.com customer, you may continue to have access to concurrent login privileges through CodeSchool.com, DigitalTutors.com, or TrainSimple.com throughout your applicable subscription term but only while these legacy platforms exists. We reserve the right to retire the these platforms at any time. When either or both platforms are retired, we will provide you with notice on how your user base will be transitioned to the Site (as applicable).

5. PROPRIETARY MATERIALS

(a) Use of Pluralsight’s Proprietary Materials. The Site contains copyrighted materials, trademarks, proprietary and confidential information, and intellectual property of Pluralsight and licensors of Pluralsight (collectively, “**Proprietary Materials**”), including without limitation source code, video, text, software, photos, graphics, images, music, and sound. You agree not to modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Materials. Proprietary Materials may only be accessed through the Site, and not by or from any other site or means. The applicable License granted you by these Terms of Use is a right of access through the Site only, and does not grant to you any right to download or store any Proprietary Materials in any medium, other than (i) that downloadable content that may be provided for certain training courses, including exercise files, course slides, and sample code, (ii) files that are automatically cached by your web browser for display purposes, and (iii) if we provide desktop, mobile, or other applications for download, a single copy of such application for your computer or mobile device solely for your own, personal use, provided you agree to be bound by an applicable end user license agreement for such application (collectively, the “**Authorized Downloadable Materials**”). Authorized Downloadable Materials are held by you pursuant to a limited revocable right only, and are subject to all restrictions described herein, including the prohibition on further transfer, sale, creation of derivative works, or exploitation in any manner.

(b) Reservation of Rights. Pluralsight reserves all intellectual property rights to the Proprietary Materials, other than as specifically granted under the applicable License granted you under these Terms of Use. No posting, copying, transmission, retransmission, distribution, redistribution, publication, republication, decompilation, disassembling, reverse engineering, or otherwise reproducing, storing, transmitting, modifying, or commercially exploiting any Proprietary Materials in any form or by any means, for any purpose, is permitted without our express written permission.

(c) Pluralsight Copyright and Marks. The entire Site is © 2004 - 2017 Pluralsight, LLC. All Rights Reserved. Complying with all applicable copyright laws is your responsibility. “Pluralsight”, “Code School”, “Digital Tutors”, “Pluralsight | Creative”, and other Pluralsight marks and logos are service marks and trademarks of Pluralsight.

(d) Equitable Relief. You acknowledge that a breach of any proprietary rights described in these Terms of Use may cause us irreparable damage, for which the award of damages would not be adequate compensation. Consequently, you agree that we may institute an action to enjoin you from any and all acts in violation of those provisions, which remedy will be cumulative and not exclusive, and we may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.

(e) Third-Party Marks. Other trademarks, service marks, and logos used throughout the Site are the trademarks, service marks, or logos of their respective owners. These may include: Apple®, the Apple logo, and iPad, which are trademarks of Apple Inc., registered in the U.S. and other countries; Android®, Google Play® and the Google Play logo, which are trademarks of Google Inc; and PayPal®, which is a registered trademark of PayPal, Inc.

(f) Violation of Copyright or Intellectual Property Laws. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at our sole discretion, remove or disable access to any materials on the Site that we believe (or are notified) may infringe on the rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement or otherwise infringes on your intellectual property rights, please report it to us promptly by way of the procedures that we maintain at <http://www.pluralsight.com/copyright-procedure>.

6. MOBILE AND OTHER DEVICES

If you use a mobile device or Pluralsight-provided mobile application to access the Site, the following additional terms and conditions (“**Mobile Terms**”) also apply:

(a) You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Site. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status, and details.

(b) You understand that wireless service may not be available in all areas at all times and may be affected by product, software, coverage, or service changes made by your service provider or otherwise. Additional terms and conditions may apply to your use of our mobile applications based on the type of mobile device that you use.

(c) YOUR ACCESS TO OR USE OF THE SITE VIA YOUR MOBILE DEVICE OR PLURALSIGHT-PROVIDED MOBILE APPLICATION CONFIRMS YOUR AGREEMENT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITING THESE MOBILE TERMS.

7. USER CONTENT AND FEEDBACK

(a) Interactive Features. The Site from time to time may provide you with the ability to upload, post, submit, publish, or transmit to other users or persons (hereinafter, “**post**”) via online forums, chat capabilities, user discussion groups, blogs, online profiles, or other online forums (“**Interactive Features**”).

(b) User Content. The Interactive Features are intended to provide you and other users with valuable resources on selected topics. Some, if not most, of the content found on such Interactive Features is provided by third-party users, and not us (such content, “**User Content**”). The third-party user (including you, if applicable) is solely responsible for the User Content and for complying with applicable laws relating thereto.

(i) All User Content you submit to the Interactive Features (including for inclusion on the Site) or that is otherwise made available to Pluralsight will be considered non-confidential and non-proprietary, and by so doing, you hereby grant us and our affiliates and service providers, and each other and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

(ii) To the extent that you provide any User Content, you represent and warrant that (a) you have all necessary rights, licenses and/or clearances to provide such User Content as provided above, (b) such User Content is accurate and reasonably complete, (c) as between you and Pluralsight, you are responsible for the payment of third-party fees, if any, related to the provision and use of such User Content, (d) such User Content does not and will not infringe or misappropriate any third-party rights or constitute a fraudulent statement or misrepresentation or unfair business practices, and (e) you agree to comply with all applicable rules regarding online conduct and acceptable content we may post on the Site or Interactive Features from time to time, including those set forth in Section 8 below.

(c) Feedback. We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Site (“**Feedback**”). You acknowledge and agree that any and all Feedback provided by way of the Site or otherwise will be the sole and exclusive property of Pluralsight, and you hereby irrevocably assign to Pluralsight and agree to irrevocably assign to Pluralsight all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist Pluralsight to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

(d) Monitoring and Enforcement. We have the right to:

- (i) remove or refuse to post any User Content or Feedback for any or no reason in our sole discretion;
- (ii) take any action with respect to any User Content or Feedback that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content or Feedback violates these Terms of Use, infringes any intellectual property right or other right of any person or entity,

- threatens the personal safety of users of the Site or the public, or could create risk or liability for Pluralsight;
- (iii) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
 - (iv) take appropriate legal action, including without limitation referral to law enforcement for any illegal or unauthorized use of the Site; and
 - (v) terminate or suspend your access to all or part of the Site for any violation of these Terms of Use; and

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any User Content, Feedback, or materials on or through the Site. YOU WAIVE AND HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

Notwithstanding anything to the contrary, we have no obligation to review any User Content, Feedback, or materials before they are posted on the Site, and we cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, and we have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section.

8. PLURALSIGHT “DOs” and “DON’Ts”

You acknowledge and agree that the Site contains content and materials that are viewable through online streaming methods and they are not to be downloaded by you (or your Business Users), except under the limited circumstances and for the limited times as permitted by your Plan. In addition, you agree to adhere and abide to the following DOs and DON’Ts.

- (a) DOs (User Obligations). You acknowledge and agree that you (and your Business Users) **will**:
 - Comply with all applicable federal, state, local, or international law or regulations (including without limitation any laws regarding copyright, intellectual property, privacy and personal identity, or the export of data or software to and from the U.S. or other countries);
 - Provide true and accurate information to us and keep it updated;
 - Use the Interactive Features in a respectful manner; and
 - Exit from your account at the end of each session or use of the Site.
- (b) DON’Ts (Prohibited Conduct). You acknowledge and agree that you (and your Business Users), **will not**:
 - reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, capture, download, save, upload, print, or otherwise transfer or retain information or content available on the Site other than with regard to Authorized Downloadable Materials, subject to the limited permissions set forth herein;
 - manually or systematically harvest, scrape, collect or otherwise extract information or data contained on the Site, other than permitted use of Authorized Downloadable Materials or temporary storage of video materials for offline viewing (if permitted by your Plan).
 - permit or provide others access to the Site using your Account Information or otherwise, or the Account Information of another authorized user;
 - impersonate or attempt to impersonate Pluralsight, a Pluralsight employee, another user, or any other person or entity (including without limitation by using e-mail addresses or Account Information associated with any of the foregoing) or provide incorrect or knowingly false information;

- remove or modify any copyright, trademark, legal notices, or other proprietary notations from the Proprietary Materials or any other content available on the Site;
- violate or attempt to violate the Site’s security mechanisms, attempt to gain unauthorized access to the Site or assist others to do so, or otherwise breach the security of the Site or corrupt the Site in any way;
- co-brand or frame the Site or establish a link in such a way as to suggest any form or association, approval, or endorsement on our part, without the prior express written permission of an authorized representative of Pluralsight;
- use any portion of the Site to aid in transmitting, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, or “spam” or any other similar solicitation;
- post to the Interactive Features or any other portion of the Site any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, infringing, defamatory, or libelous content;
- use the Site or its contents (including User Content) to recruit, solicit, or contact in any form other users or potential users for employment or contracting for a business not affiliated with us without the prior express written permission of an authorized representative of Pluralsight;
- use or attempt to use the Site to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- engage in any conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability; and/or
- use the Site in any manner that could disable, overburden, damage, or impair the Site, interfere with any other party’s use of the Site (including their ability to engage in real time activities through the Site), or otherwise attempt to interfere with the proper working of the Site.

(c) Restricted Use of Site. We reserve the right to monitor use of the Site and to suspend, revoke, deny, disable, or terminate your access or the access of any of your Business Users if you or they have violated any provisions of these Terms of Use (including the DOs and DON’Ts above) or if your or their usage behavior exceeds normal limits, as determined in our sole discretion. The term “**normal limits**” will be determined solely by Pluralsight.

(d) Geographic Pricing and Restrictions. If your applicable License Fee is adjusted based on your geographic region, you and your Business Users may only use and access the Site if you are primarily based in the applicable geographic region set forth during Checkout. The Site and its features are subject to United States export controls. No Site content or materials may be downloaded or exported (i) into (or to a resident of) Cuba, Libya, North Korea, Iran, Syria, or any other country subject to an applicable embargo or other trade restriction by any government regulatory agency having jurisdiction, or (ii) 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 Site, 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 Site may be accessible worldwide, we make no representation that the Site is appropriate or available for use in locations outside the United States, and accessing them from territories where its contents or materials are illegal, is prohibited. Those who choose to access the Site 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 Site is void where prohibited.

9. REPRESENTATION, WARRANTIES, AND COVENANTS

(a) Your Representations and Warranties. You represent and warrant that:

- You are (i) 18 years of age or older or an emancipated minor, and (ii) are fully able and competent to form a binding contract with Pluralsight by entering into these Terms of Use.
- You are over the age of 13 as all portions of the Site (other than the content hosted on <http://www.pluralsight.com/kids-courses>, hereinafter referred to as the “**Kids Content**”) are not intended for children under 13. If you are under 13 years of age, you may not register for an account or otherwise use the Site; provided that you may view the Kids Content, but only with the involvement, supervision, and approval of a parent or legal guardian;

(iii) You are solely responsible for all service, telephony, data charges, and other fees and costs associated with your access to and use of the Site, including without limitation maintaining all internet, browser software and extensions, computer hardware, telephone, and other equipment required for such access.

(b) Authority. You and Pluralsight each represent, warrant, and covenant that it has the full power and authority to: (i) enter into an agreement subject to these Terms of Use; (ii) perform its obligations hereunder, and that its performance hereunder does not conflict with, limit, or be contrary to any other agreement; (iii) and that by so doing, it does not violate any applicable laws or any contractual relationship.

(c) Pluralsight Intellectual Property. We represent, warrant, and covenant that: (i) we have and will have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with our performance under these Terms of Use to grant you the License and rights granted hereunder; and (ii) neither the Site (including the Proprietary Materials), nor the provision or utilization thereof as contemplated under these Terms of Use, will infringe, violate, trespass or in any manner contravene or breach or constitute the unauthorized use or misappropriation of any intellectual property of any third party.

(d) Reliance and Functionality. Pluralsight does not warrant that the content or functions of the Site will meet your requirements or that the operation of the Site will be uninterrupted or error free. The content and materials presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from or related to any reliance placed on such materials by you, your Business Users, or any other visitor to the Site, or by anyone who may be informed of any of its contents. The Site (including without limitation our blogs and Interactive Features) may include content provided by third parties, including materials provided by other users, bloggers, or third-party licensors, syndicators, aggregators, and reporting services. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Pluralsight, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Pluralsight. We are not responsible or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

(e) Availability of Site. You recognize that the traffic of data through the Internet may cause delays during your use of or access to the Site, and accordingly, you agree not to hold us liable for delays that are ordinary in the course of Internet use. You further acknowledge and accept that the Site may not be available on a continual 24-hour basis due to such delays, delays caused by our upgrading, modification, or standard maintenance of the Site, or any other delays outside of our control.

(f) Third-party services, links, SSO, OAuth, etc. If any portion of the Site contains services (e.g., discussion forums), links, resources, or materials provided by third parties, including without limitation URL links, discussion forum engines, single-sign on services (SSO), OAuth resources (e.g., Facebook, GitHub, LinkedIn, etc.), or capabilities to share to social media websites, these are provided for your convenience only. This may include links contained on courses or in advertisements, including banner advertisements and sponsored links on the Site. We have no control over the contents, software, or privacy practices of these third-party services, links, resources, or materials, and accept no responsibility for them or for any loss or damage that may arise from your use of them—if you access or use them, you do so entirely at your own risk.

10. TERMINATION; CANCELLATION POLICY

(a) Pluralsight's Rights of Termination. You agree that we may deactivate your account or terminate your Plan if we believe that you have (a) breached these Terms of Use; (b) infringed the intellectual property rights of a third party; (c) posted, uploaded or transmitted unauthorized User Content; or (d) violated or acted inconsistently with these Terms of Use, our Privacy Policy, the Mobile Terms, the Professional Services Terms, or any other applicable code of conduct. You agree that any such deactivation or termination for the foregoing reasons may be effected without prior notice to you and that Pluralsight will not be liable to you or any third party for any deactivation of your account or termination of your Plan.

(b) Individual Plan Cancellation. Your Individual Plan may be cancelled at any time via your user account settings page, by calling +1 (801) 784-9007, or by emailing support@pluralsight.com. If you cancel your Individual Plan by any method, your Individual Plan will remain active to the end of your then-current Individual Term to the extent your Individual License Fee is paid and these Terms of Use will continue in effect and will govern such Individual Term until its expiration or earlier termination for cause. If you are dissatisfied for any reason with your Individual Plan subscription, your sole right and exclusive remedy is to terminate your Individual Plan. Other than as set forth herein, we will not offer refunds on any fees or charges related to your Individual Plan—this includes any partially used or unused periods for which you have already paid. Your obligation to pay fees continues through the end of the subscription term during which you cancel your Individual Plan.

(c) Business Plan Termination.

- (i) For Cause. Either the business that purchased the Business Plan or Pluralsight may terminate the Business Plan or any Sales Order prior to its expiration if the other party breaches these Terms of Use or a Sales Order and fails to cure said breach within thirty (30) days after receipt of written notice thereof. Except for instances arising from Pluralsight’s uncured breach, all fees or charges related to your Business Plan are non-refundable and all unpaid fees are due and payable immediately upon termination.
- (ii) For Convenience. A Business Plan may be terminated for convenience by sending written notice (*see* Section 15(e)) to Pluralsight *at least* thirty (30) days prior to the expiration of the then-current Business Term; however, in the event of any termination for convenience all portions of the Business License Fee are *completely non-refundable*. With respect to any Business Term still in effect as of the date of such termination for convenience, and upon your request, your Business Plan will remain active to the end of your then-current Business Term to the extent your Business License Fee has been paid; provided that these Terms of Use will continue in effect and govern such Business Term until its expiration or earlier termination for cause.

(d) You acknowledge and agree that Pluralsight may retain and store your information on Pluralsight’s systems for archival purposes notwithstanding any termination or cancellation of your account or Plan.

11. INDEMNIFICATION

(a) Indemnification. You agree to defend, indemnify and hold harmless Pluralsight, its directors, employees, licensors, independent contractors, providers, subsidiaries, and affiliates, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns (each, a “**Pluralsight Indemnitee**”) from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) (hereinafter, “**Claims**”) arising out of or relating to: (i) your violation of these Terms of Use, the Mobile Terms, or the Professional Services Terms; (ii) your User Content or Feedback posted to the Site; (iii) any use by you of the Site’s material, content, services, or products other than as expressly authorized in these Terms of Use; or (iv) your use of any information obtained from the Site.

(b) Indemnification Procedure. You agree to cooperate as fully as reasonably required in the defense of any Claims, including asserting any available defenses. We reserve the right, at our own expense, to assume the exclusive defense and control of any Claims or matter otherwise subject to indemnification by you and you may not in any event settle any Claims without our prior written consent.

12. NO WARRANTY; LIMITATIONS ON LIABILITY

(a) No Warranty. THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED. NEITHER PLURALSIGHT NOR ANY PERSON OR ENTITY ASSOCIATED WITH PLURALSIGHT MAKES ANY PROMISE, WARRANTY, OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER

PLURALSIGHT NOR ANY PERSON OR ENTITY ASSOCIATED WITH PLURALSIGHT PROMISES, REPRESENTS OR WARRANTS THAT THE SITE OR CONTENT OBTAINED THROUGH THE SITE OR ANY PORTION THEREOF WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ITS CONTENT OR MATERIALS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. PLURALSIGHT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

(b) Limitation on Liability. IN NO EVENT WILL PLURALSIGHT, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU, ANY OF YOUR AFFILIATES OR BUSINESS USERS, OR ANY THIRD PARTY WITH RESPECT TO THE SITE OR THE SUBJECT MATTER OF THESE TERMS OF USE UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF FORESEEABLE, FOR: (i) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF THE AMOUNT YOU HAVE PAID TO PLURALSIGHT FOR THE SITE IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO LIABILITY ARISING; (ii) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE, OR LOSS OF GOODWILL; (iii) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (iv) FOR ANY MATTER BEYOND OUR REASONABLE CONTROL; OR (v) FOR ANY ACTIONS OF, OR SERVICES PROVIDED BY, THIRD-PARTY SERVICE PROVIDERS OR INDEPENDENT CONTRACTORS (INCLUDING MENTORS) PROVIDING SERVICES ON BEHALF OF PLURALSIGHT OR VIA THE SITE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. ADDITIONAL TERMS

(a) Pluralsight Professional Services. If you engage or utilize any of Pluralsight's professional services ("**Professional Services**"), the Professional Services are governed exclusively by the Pluralsight Professional Services Terms and Conditions located at <http://www.pluralsight.com/terms/professional-services-terms> ("**Professional Services Terms**").

(b) Pluralsight LIVE (User Conference Event). In the event you purchase a ticket to Pluralsight's user conference (known as "Pluralsight LIVE"), you agree that your attendance is governed exclusively by the Pluralsight Live: General Terms and Conditions located at <http://www.pluralsight.com/terms/pluralsight-live-terms> ("**Pluralsight LIVE Terms**").

14. CHANGES TO TERMS OR THE SITE

(a) Changes to these Terms. We reserve the right to change or modify these Terms of Use, our Privacy Policy, the Mobile Terms, the Professional Services Terms, the Pluralsight LIVE Terms, or any documents, policies, or terms they incorporate by reference in our sole discretion and at any time. Any such change or modification will be effective immediately upon posting to the Site; however, any changes to Section 15(c) (Governing Law and Jurisdiction) will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Site. We will take reasonable steps to notify you of any changes or modifications, but you agree to review the Site periodically to be aware of any changes or modifications.

Notwithstanding anything to the contrary, your continued use of the Site and any other Pluralsight-provided services will be deemed your conclusive acceptance of all such changed or modified terms and conditions.

(b) Changes to the Site. Pluralsight may at any time, without notice or liability, change or eliminate any content or feature of the Site or any portion thereof, or restrict the use of any portion of the Site. Your only right with respect to any dissatisfaction with any service-related change or elimination is to cease use of the Site. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any reason.

15. GENERAL

(a) Non-Waiver. Failure by Pluralsight to enforce any provision(s) of these Terms of Use will not be construed as a waiver of any provision or right.

(b) Severability. If any provision of these Terms of Use is found to be illegal, void, or unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions of these Terms of Use.

(c) Governing Law and Jurisdiction. These Terms of Use are governed by and will be construed in accordance with the laws of the State of Utah, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties, (ii) the United Nations Convention on Contracts for the International Sale of Goods, or (iii) other international laws.

(d) Dispute Resolution. Should any dispute arise with regard to these Terms of Use, the parties agree to first work in good faith to resolve such dispute, and neither party may commence any action with regard to such dispute until thirty (30) days have passed from the time such party has provided written notice to the other party of the nature of such dispute, provided that nothing herein will prevent us from seeking injunctive relief in the event of your actual or threatened breach of any terms of these Terms of Use.

(e) Notice. Any notice which may be required to be given under these Terms of Use, will be given: (i) by Pluralsight to you via e-mail to the e-mail address you maintain in your account settings or by notifying you electronically by displaying the notice in the Site; (ii) by you to us in any commercially reasonable manner, including certified mail, return receipt requested, e-mail, or any other customary means of communication at the applicable mailing address set forth below, as may be updated from time to time. Any notice given otherwise than in accordance with this Section will be deemed ineffective.

Pluralsight, LLC
182 North Union Avenue
Farmington, Utah 84025
Attn: Legal Counsel
Email: contract-notices@pluralsight.com

All other feedback, comments, requests for technical support, or other communications relating to the Site should be directed to the Pluralsight support team by emailing support@pluralsight.com.

(f) No Agency. Nothing in these Terms of Use will be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor, or employee of the other. Neither Pluralsight nor any other party to these Terms of Use has, or may hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other, except as provided for herein or authorized in writing by the party to be bound.

(g) Assignment. We may freely transfer or assign any portion of our rights or delegate our obligations under these Terms of Use. You may not assign or otherwise transfer your rights, obligations, or duties under these Terms of Use, in whole or in part, without our prior written consent, in our sole discretion. Any attempted transfer or assignment of these Terms of Use without the prior written consent of Pluralsight will be null and void ab initio. These Terms of

Use will be binding upon and will inure to the benefit of the permitted successors and assigns of each party to these Terms of Use.

(h) Miscellaneous. These Terms of Use, our Privacy Policy, the Mobile Terms, together with each Sales Order, and/or the Professional Services Terms, as applicable, constitute the sole and entire agreement between you and Pluralsight with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site. The section titles used herein are displayed for convenience only and have no legal effect. Nothing in these Terms of Use confers any third-party beneficiary rights or remedies. The inclusion of your purchase order number on any Sales Order, invoice, or other Pluralsight-provided document is for reference purposes only and is not an acceptance by Pluralsight of your terms or conditions contained therein or elsewhere. The terms on any such purchase order or similar document submitted by you to Pluralsight will have no effect and are hereby rejected. If any dispute should arise between the parties hereto regarding the terms or subject matter of these Terms of Use or the enforcement or breach of such terms, then the party prevailing in such dispute, whether by out-of-court settlement or final judicial determination, will be entitled to recover from the non-prevailing party all costs and expenses of such dispute incurred by such prevailing party, including without limitation reasonable attorneys' fees.

[END OF TERMS OF USE]