



## Overview

INSIGHT PARTNERS CONSULTING (collectively, “we” or “us”) is serious about protecting your privacy. We understand your concerns with regard to how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This notice (the “Privacy Policy”) describes what information we collect about you, how we collect it, how we use it, with whom we may share it, and what choices you have regarding it. This Privacy Policy is incorporated into and is a part of the [Terms and Conditions](#) of the Insight Partners Consulting web site ([www.Insight Partners Consulting.com](http://www.Insight Partners Consulting.com) or any replacement site, the “Site”). We encourage you to become familiar with the terms and conditions of both this Privacy Policy and the [Terms and Conditions](#). **By accessing and using the Site, you agree that you have read and understand this Privacy Policy and that you accept and consent to the privacy practices (and any uses and disclosures of information about you) that are described in this Privacy Policy.**

## What Information Do We Collect?

We may collect certain identifying information from or about you (and organizations with which you are affiliated, hereinafter “your company”) in connection with your use of this Site, including registration for programs provided by INSIGHT PARTNERS CONSULTING, or through other communications that you or your company may have with us, including any survey or interview responses and other data provided by you or your Insight Partners Consulting (collectively, “Collected Information”). Collected Information may include, but not be limited to, your name, title, company name, address, telephone number, fax number, email address, credit card information, and any other information submitted by you or your company. In addition, we may retain metadata regarding your use of the Site and the content of any correspondence and other communications that you may have with us. This information helps us to improve the Site, including the contents, materials, opportunities, and services that we feature or describe on the Site.

As with many other Web sites, the Web servers used to operate the Site may collect certain data pertaining to you and the equipment and communications method that you use to access the Internet and the Site, including the type of browser and operating system used to access the site. Unless otherwise described in this Privacy Policy or our [Terms and Conditions](#), this information will be used solely for internal business purposes. In addition, such information does reveal such things as the Internet protocol (“IP”) address assigned to your computer, specific pages that you accessed immediately prior to, or after, visiting the Site. If you are receiving communications such as emails or newsletters that we may periodically post, publish, or distribute, we may collect information regarding when you received, opened reviewed and responded to such emails or other communications that we sent to you. The purposes for which this information is collected and used include facilitating Site operation and system administration, generating aggregate, non-identifiable statistical information, monitoring and analyzing Site traffic and usage patterns, and improving the content and content delivery with regard to the Site, emails, and the online media, content, materials, opportunities, and services that we describe or make available on the Site.

We may also use “cookies” to track your online activities and to customize your access and use of the Site, in accordance with applicable law. Cookies are small text files placed on your computer by a website server which help a website recognize a particular user when he or she returns to the website following a previous visit. Your web browser may be set to accept cookies automatically, but can be changed to decline them. The Help section of the toolbar on most browsers will tell you how to set your browser to prevent accepting new cookies, how to have the browser notify you when you receive a new cookie or how to disable cookies altogether. Please note that if you decline to accept cookies, you may be prevented from taking full advantage of the Site and its capabilities.

## How Do We Use The Information That We Collect?

### Financial Information

Features exist on the Site that enable Site users to register for events and training workshops online using their credit/debit card, and therefore, we may request that a user supply his or her credit card number and expiration date of such credit card (“Financial Information”). The Financial Information collected by us during these online transactions is used solely by us and is not shared with outside parties except for the purposes of finalizing the transaction. Financial Information is not used for any other purpose whatsoever. Insight Partners Consulting is committed to protecting the security of your Financial Information and has in place various commercially reasonable security measures to safeguard this information from unauthorized access, use, and/or disclosure, including encrypting such Financial Information while in electronic transmission. Once a transaction is completed, Insight Partners Consulting purges the Financial Information used to facilitate or consummate the transaction.

### Additional Information

In addition to the uses mentioned or described above, or otherwise described in our [Terms and Conditions](#), we may use the information that we collect from or about you for certain purposes that are relevant to our relationship with you, such as: to provide training workshops if you register for such workshops; to analyze and improve the content, features, materials and opportunities that we make available on the Site or through other communications with you; to notify you of changes made to the Site or new opportunities made available on or through the Site or from Insight Partners Consulting; to evaluate your needs and customize the Site content delivered to you according to those needs; and for other legitimate and lawful business purposes.

## With Whom Do We Share Information That We Collect?

In addition to the uses mentioned or described above, or otherwise described in our [Terms and Conditions](#), in the course of conducting our business, we may transfer the Collected Information about you or your company to our offices throughout the world.

We may disclose information about you if we become subject to a subpoena or court order, or if we are otherwise legally required to disclose information. We may also use and disclose information about you to establish or exercise our legal rights, to enforce the [Terms and Conditions](#), to assert and defend against legal claims, or if we believe such disclosure is necessary to investigate, prevent, or take other action regarding actual or suspected illegal or fraudulent activities or potential threats to the physical safety or well-being of any person.

As Insight Partners Consulting continues to grow and develop, it is possible that its corporate structure might change or that it might merge or otherwise combine with, or that it or portions of its business might be acquired by, another company. In any such transactions, customer information will most likely be, and should be expected to be, one of the transferred business assets.

## **What Choices Do You Have?**

You may elect at any time to opt-out of receiving emails and newsletters that we may periodically post, publish or distribute. Except for information collected by automated means, when corresponding with Insight Partners Consulting or our representatives, or when making a request for information or otherwise interacting with Insight Partners Consulting through the Site, you choose what information to supply, what questions to pose and comments to make, whether you wish to receive further information, and by what method of communication such information should be delivered. Please take care to share only such information as is needed or that you believe is appropriate.

## **How Do We Protect Information Collected About You?**

Insight Partners Consulting takes commercially reasonable measures to secure and protect information transmitted via or stored on the Site. Nevertheless, communications over the Internet are not completely secure, and no security system is impenetrable. We cannot and do not guarantee that any communications or any electronic commerce conducted on or through the Site, or that any information that you submit or that we collect, in connection with the Site or otherwise, will be totally secure. You agree to immediately notify us of any breach of Site security, or of this Privacy Policy or the Terms and Conditions of which you become aware.

## **How Do We Process Information Collected About Non-US Residents?**

If you are a resident of a non-US jurisdiction, we process and protect information about you in the same manner as otherwise described in this Privacy Policy. You should note that Insight Partners Consulting is organized under the laws of Delaware; and our operations as well as the servers that support this Site are located in the United States, a jurisdiction that may not provide an equivalent level of data protection to the laws in your home country. In addition, if you would like to request access to your own personal data, or otherwise seek to exercise any specific rights you may have under applicable data protection laws, please contact us. (Contact information at bottom of document.)

For your convenience, some hyperlinks may be posted on the Site that link to other Web sites not under our control. We are not responsible for, and this Privacy Policy does not apply to, the privacy practices of those sites or of any companies that we do not own or control. We encourage you to seek out and read the privacy policy of each Web site that you visit. In addition, should you happen to initiate a transaction on a Web site that our Site links to, even if you reached that site through our Site, the information that you submit to complete that transaction becomes subject to the privacy practices of the operator of that linked site. You should read that site's privacy policies to understand how personal information that is collected about you is used and protected.

## **Changes to Privacy Policy**

From time to time, we may change our privacy practices, and this Privacy Policy, because of changes in relevant and applicable legal or regulatory requirements, our business practices, or in our attempts to better serve your needs and those of our other customers. Notice of such changes to our privacy practices will be given in the manner described in the [Terms and Conditions](#) and a revised Privacy Policy will be posted on the Site.

## **Who Can You Contact For More Information?**

If you have any questions or suggestions about the Site, Insight Partners Consulting, or our services, or privacy practices, please contact us at the numbers or address given below.

INSIGHT PARTNERS CONSULTING

47 WINTER STREET, 8TH FLOOR

BOSTON, MA 02108 - 4774

(P) 1.617.948.0006 or 1.800.440.1070

(F) 1.617.249.0725

[info@insightpartnersonline.com](mailto:info@insightpartnersonline.com)

This Privacy Policy is effective as of: February 15, 2009

## **Acknowledgement**

**BY ACCESSING OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND CONSENT TO THE PRIVACY PRACTICES, AND TO THE USES AND DISCLOSURES OF COLLECTED INFORMATION ABOUT YOU, THAT ARE DESCRIBED IN THIS PRIVACY POLICY AND YOU AGREE TO BE BOUND BY THE [TERMS AND CONDITIONS](#) REFERENCED ABOVE.**



For more information, including profiles of our consultants, visit [www.insightpartnersconsulting.com](http://www.insightpartnersconsulting.com)  
You can also contact us at +1.617.948.0006 or [info@insightpartnersconsulting.com](mailto:info@insightpartnersconsulting.com)

## Overview

Welcome to the Insight Partners Consulting Web site. This Web site ([www.insightpartnersconsulting.com](http://www.insightpartnersconsulting.com) or any replacement site, the “Site”) is operated by Insight Partners Consulting (collectively “Insight Partners,” “we” or “us”) to provide you with information about us, our products, services, our company and its history and future plans. Your use of the Site is governed by and subject to these terms and conditions of use (these “Terms”). Please read these Terms carefully and thoroughly. **By accessing and using the Site, you agree that you have read and understand these Terms, and that you accept and agree to be bound by these Terms.** If you do not agree to these Terms, you do not have authorization to access and use the Site.

## Changes to Terms

We may update these Terms from time to time, and may amend them at any time to incorporate additional terms specific to additional features, materials, products, opportunities or services that we may make available on or through the Site. All such updates and amendments are effective immediately upon notice thereof, which we may give by any means, including, but not limited to, by posting a revised version of these Terms or other notice on the Site. **You should view these Terms often to stay informed of changes that may affect you, as your continued use of the Site signifies your continuing consent to be bound by these Terms.** We expressly reserve the right to make any changes to these Terms, or to the Site and its content, at any time without prior notice to you.

## Access and Use

In these Terms, “you” refers to an individual accessing the Site, regardless of the particular features, materials, opportunities or services made available on the Site that you choose to browse, use or take advantage of. To the extent applicable, “you” also includes the corporation or other legal entity (your “Company”), if any, on whose behalf you are accessing the Site. You represent and agree that all information that you provide to Insight Partners Consulting in connection with your access to and use of the Site is and shall be true, accurate and complete to the best of your knowledge, ability and belief. We reserve the right to terminate these Terms or to refuse, restrict or discontinue service or access to the Site (or any portions, components or features of the Site) to you or any other person or entity, for any reason or for no reason whatsoever, at any time, without notice or liability. Failure to comply with these Terms may result in the immediate termination of your access to and use of the Site.

## Privacy Policy

Information that you provide or that we collect about you and your Company through your access to and use of the Site, or through other communications that you or your Company may have with us, is subject to our [Privacy Policy](#), the terms of which are hereby incorporated into these Terms by reference. We encourage you to read and become familiar with our privacy practices, as described in our [Privacy Policy](#).

## Consents

Before continuing to access and use this Site, you must obtain all required consents and approvals from your Company and from any customers, clients and other third parties who may be affected by, or may need to consent to, your access and use of the Site and any of the features, materials, opportunities and services provided through the Site, whether such consents and approvals are required by law or otherwise.

## Client Agreements

If you are a client of Insight Partners, nothing in these Terms will supercede any conflicting terms in any agreement with respect to your relationship with Insight Partners.

## Proprietary Content

Insight Partners Consulting respects the intellectual property rights of others and expects you to do the same. We have expended substantial time, effort and funds to create the Site and to collect and provide the features, materials, opportunities and services that are available on or through the Site. You understand and agree that Insight Partners Consulting owns, or (where required, appropriate or applicable) has been licensed by third parties to use, all right, title and interest in and to the Site and the features, materials, opportunities and services made available on or through the Site, and all information, text, data, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials contained therein, and the collection, design, selection and arrangement thereof (collectively, the “Content”). You acknowledge that the Content constitutes valuable proprietary information that is protected by applicable intellectual property and other proprietary rights, laws and treaties of the United States and other countries, and that you acquire no ownership interest by accessing and using the Site and the Content. Such intellectual property and proprietary rights may include, but are not limited to, various patents, copyrights, trademarks and service marks, registered trademarks and service marks, trade dress protection and trade secrets, and all such rights are and shall remain the property of Insight Partners Consulting or its licensors.

## Use of Content

Insight Partners Consulting grants you a limited license to access and make personal use of the Site and the Content for legitimate business purposes. No business or professional relationship is created in connection with any provision of the Content. The Content is provided exclusively with the understanding that use of the Site does not constitute professional advice or services to you. Except as expressly provided for in these Terms, any alteration, modification, reproduction, redistribution, retransmission, redisplay or other use of any portion of the Site or of the Content in any other manner or for any other purpose constitutes an infringement of our intellectual property and other proprietary rights. Other than as necessary and required to facilitate your personal use, you may not reproduce, perform, create derivative works from, republish, upload, post, retransmit, or redistribute in any way whatsoever any Content or any portion of the Site without the prior written permission of Insight Partners. Use of the Content, or any portion thereof, on any other Web site is expressly prohibited without the prior written permission of Insight Partners. You shall not remove or modify any copyright notice or trademark legend, author attribution or other notice placed on or contained within the Content. Except as expressly authorized by Insight Partners Consulting in writing, in no event shall you reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, all or any portion of the Content or the Site, or access to or use of the Content and the Site.

## Use of Submissions

By submitting any information or material to the Site or to Insight Partners, whether by e-mail, telephone or other mode or medium of communication, or through access to and use of the Site or the Content including, but not limited to, submitting or posting feedback, questions, comments, suggestions, ideas, graphics, text, software or computer files of any type, you thereby expressly grant, or warrant that the owner of such material has expressly granted, Insight Partners Consulting a royalty-free, fully-paid, perpetual, irrevocable, non-exclusive right and license to use, make and have made, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and to incorporate it in other works in any form, media or technology now known or hereafter developed, subject to our [Privacy Policy](#), as set forth on the Site.

## User Conduct

In connection with your access to and use of the Site and that of any person authorized by you to use the Site, you are responsible for compliance with all applicable laws, regulations and policies of all relevant jurisdictions. Recognizing the global nature of the Internet, you agree to comply with all applicable local rules regarding online conduct and acceptable content. Specifically, among other things, you agree that while accessing or using the Site you will not:

1. restrict or inhibit any other user from using or enjoying the Site;
2. represent yourself as another or as a fictitious individual;
3. disrupt or interfere with the Site, or alter or tamper with the Content;
4. post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind, including, but not limited to, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law;
5. post or transmit any information which is invasive of privacy or publicity rights, or violates or infringes in any way upon the rights of others;
6. post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication, or engage in spamming or flooding;
7. post or transmit any data or information out of the country in which you reside in violation of applicable law;
8. post or transmit any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain encryption software; and
9. post or transmit any information or software which contains a virus, trojan horse, worm, or other harmful component.

The above assurances and commitments by you shall survive termination of these Terms.

## Linked Sites

For your convenience, certain hyperlinks may be provided on the Site which link to the Web sites of third parties that are not under the control of Insight Partners, including but not limited to, Insight Partners Consulting LLC and Insight Partners Consulting International LLC (collectively, "Insight Consulting").

Insight Partners Consulting is not responsible for any products or services offered by such third parties, including through such Web sites, nor is Insight Partners Consulting responsible for the availability, accuracy, content or any other aspect of such Web sites. **Likewise, third parties, including but not limited to, Insight Consulting, are not responsible for any products or services offered by Insight Partners, nor are third parties responsible for the availability, accuracy, content or any other aspect of this Site.** Insight Partners Consulting and Insight Consulting are separate entities engaged in separate lines of business and neither entity is responsible for the products and services offered by the other.

Insight Partners Consulting further disclaims all liability and makes no representations or warranties for any products or services made available, sold or provided to you by any third party, including, but not limited to, Insight Consulting. We also disclaim all liability for such Web sites and all use thereof. Your use of other Web sites, and the offer or purchase of products or services from such third parties, or on or through such other Web sites, is subject to the terms and conditions thereof. You agree that you will bring no suit or claim against Insight Partners Consulting arising from or based on your use of, or the offer or purchase of products or services on or through, such other Web sites, including, but not limited to, the Insight Consulting Web sites.

The inclusion of hyperlinks on the Site does not imply that: (a) Insight Partners Consulting is affiliated or associated with such linked sites; (b) Insight Partners Consulting is legally authorized to use any trademark, tradename, logo or copyright symbol displayed in connection with or accessible through such links; or (c) any linked site is authorized to use any trademark, trade name, logo or copyright symbol of Insight Partners.

## Links to Site

Insight Partners Consulting grants you a revocable, nontransferable, nonexclusive license to include a hyperlink on your own website to the home page of the Site; provided, that you do not: (a) "deep link" to any other page of the Site, (b) "frame" the Site or any Content, or otherwise cause the Site or any Content to appear in a window with any other material, (c) cause the hyperlink or the Site to be displayed in any way that is disparaging to Insight Partners Consulting, or any entity that is part of Insight Partners Consulting, or (d) otherwise imply or state that any type of relationship or special arrangements exist with Insight Partners Consulting, or any entity that is part of Insight Partners Consulting, that have not been approved in writing by Insight Partners Consulting. You agree that you will promptly remove any hyperlink to the Site upon written request from Insight Partners Consulting to do so. In no event will you use Insight Partners Consulting's logo or any other trademark as a hyperlink "button" or in any manner without Insight Partners' express written consent.

## **Disclaimer**

Although Insight Partners Consulting strives to make the Site, the Content, and the features, materials, opportunities and services provided through the Site helpful, useful, reliable and current, you understand and acknowledge that your access to and use of the Site, the Content, and all materials, products and services available through the Site are at your own initiative and risk. Insight Partners Consulting does not make any promise, covenant, representation, warranty or guarantee that you or any other user of the Site will obtain any particular or tangible result or goal through the use of the Site or any other product or service in connection with use of the Site. It is your responsibility to take precautions to ensure that any information, materials, software or data that you access, use, download or otherwise obtain on or through the Site and Insight Partners Consulting are: (a) up-to-date, accurate, complete, reliable, and suitable to and appropriate for the purpose for which you, or your Company, may desire to use them; and (b) free of viruses and other destructive routines. THE SITE AND THE CONTENT, AND ALL MATERIALS, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE AND INSIGHT PARTNERS CONSULTING ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED. INSIGHT PARTNERS CONSULTING DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. INSIGHT PARTNERS CONSULTING DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE SITE AND THE MATERIALS, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE AND THROUGH INSIGHT PARTNERS CONSULTING ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, RELIABLE, APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU, OR YOUR COMPANY, MAY CHOOSE TO PUT THEM, OR THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND THE MATERIALS, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE AND THROUGH INSIGHT PARTNERS CONSULTING ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **Limitation of Liability**

IN NO EVENT SHALL INSIGHT PARTNERS, ITS CONTRACTORS, SUPPLIERS AND OTHER SIMILAR ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU, YOUR COMPANY, OR ANY THIRD PARTY FOR ANY LOSS, COST, DAMAGE OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR USE OF, OR RELIANCE ON, THE SITE, THE CONTENT, AND THE MATERIALS, PRODUCTS AND SERVICES ACCESSIBLE ON OR THROUGH THE SITE OR INSIGHT PARTNERS; (B) INSIGHT PARTNERS' PERFORMANCE OF OR FAILURE TO PERFORM ITS OBLIGATIONS IN CONNECTION WITH THESE TERMS; (C) THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SITE USERS OR OF THIRD PARTIES; OR (D) YOUR PURCHASE AND USE OF ANY GOODS OR SERVICES PROVIDED BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, INSIGHT PARTNERS. UNDER NO CIRCUMSTANCES SHALL INSIGHT PARTNERS, ITS CONTRACTORS, SUPPLIERS AND OTHER SIMILAR ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU, YOUR COMPANY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION AND CLAIMS OF THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF MATERIALS, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE OR INSIGHT PARTNERS, THE USE, COPYING OR DISPLAY OF THE SITE OR THE CONTENT, TRANSMISSION OF INFORMATION TO OR FROM THE SITE OVER THE INTERNET, OR ANY OTHER CAUSE BEYOND THE CONTROL OF INSIGHT PARTNERS), EVEN IF INSIGHT PARTNERS CONSULTING WAS ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE LIABILITY OF INSIGHT PARTNERS, ITS CONTRACTORS, SUPPLIERS AND OTHER SIMILAR ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH OF THE FOREGOING, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING ANY OF THE FOREGOING, IF INSIGHT PARTNERS, ITS CONTRACTORS, SUPPLIERS AND OTHER SIMILAR ENTITIES, OR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS, THE SITE OR YOUR USE OF THE SITE, INSIGHT PARTNERS CONSULTING AND SUCH PARTIES' AGGREGATE AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED \$100.

## **Indemnification**

You agree to indemnify, defend and hold Insight Partners Consulting, and the officers, directors, employees and agents of Insight Partners Consulting, harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), made by any third party due to or arising out of content, data or information you submit, post to or transmit through the Site, your access to and use of the Content, the Site and other materials, products and services available on or through the Site and Insight Partners, your violation of these Terms or your violation of any rights of another. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms.

## **Miscellaneous**

These Terms and the [Privacy Policy](#) referenced herein (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to and use of the Site and the features, materials, opportunities, Content, products and services available on or through the Site or Insight Partners Consulting. Our electronically or otherwise properly stored copy of these Terms shall be deemed to be the true, complete, valid, authentic and enforceable copy of these Terms and you agree that you shall not contest the admissibility or enforceability of Insight Partners Consulting's copy of these Terms in a court in connection with any proceeding arising out of these Terms. Except as expressly provided for, these Terms do not confer any rights, remedies or benefits upon any person other than you and Insight Partners Consulting. Insight Partners Consulting may assign its rights and duties under these Terms at any time to any party without notice. You may not assign these Terms without the prior written consent of Insight Partners. These Terms shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing the Site and any other jurisdiction whose laws apply to you or your actions. You agree that you will not access or use the information on the Site in violation of the aforementioned laws.

### **Choice of Law and Jurisdiction**

The Site was created and is maintained, located and controlled by Insight Partners Consulting in the State of Massachusetts. These Terms shall be governed by and construed under the laws of the State of Massachusetts without regard to conflicts of law principles or rules thereof. Any legal action arising out of or related to these Terms and your access to and use of the Site must be commenced within one year after the cause of action arises. You and Insight Partners Consulting each hereby expressly consent and irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts for resolution of any matters related to interpretation, construction or enforcement, or otherwise in connection with these Terms, the Insight Partners Consulting [Privacy Policy](#) referenced herein, or otherwise related to or in connection with your access to and use of the Site, the Content, and the materials, products and services available on or through the Site or Insight Partners. You and Insight Partners Consulting each expressly waive any claim that venue is improper for any reason in these courts.

### **Questions Regarding Terms of Access**

If you have questions regarding the Site or these Terms, please contact us at:

#### **INSIGHT PARTNERS CONSULTING**

**47 WINTER STREET, 8TH FLOOR**

**BOSTON, MA 02108 - 4774**

(P) 1.617.948.0006 or 1.800.440.1070

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[info@insightpartnersonline.com](mailto:info@insightpartnersonline.com)

### **Acknowledgement**

**YOU AGREE TO BE BOUND BY THESE TERMS AND THE [PRIVACY POLICY](#) OF INSIGHT PARTNERS CONSULTING REFERENCED HEREIN.**