

ENCLOSURE A07

Excerpts of Corestrength's "Terms of Service" and Privacy Policy"

Supplemental Document to MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

case Forbes v. US Army et al, 5:24-cv-00176-BO-RJ

[ECF 1-21, & ECF 1-22)

(emphasis added throughout)

Corestrengths Privacy Policy

"Assessment" means an instrument, questionnaire, or inventory, such as the Strength Deployment Inventory ("SDI") that is completed by Respondents for the preparation of Reports; or to provide information about a Respondent to the Respondent, PSP, or PSP Customers[;]...

"Certified Facilitator" means an individual who has successfully completed one of our certification programs that can administer an Assessment to Respondents, and interprets the Reports or other output generated by PSP to provide feedback to the Respondent(s) about the contents of the Respondent's Reports[;]...

"Customer" means an individual, business, or other entity that purchases PSP's Products or Services, or with which PSP has a contractual relationship to provide Products or Services.

"Respondent" means an individual who takes, will take, or has taken an Assessment.

"Personal Information" means information such as name, email address, mailing address, telephone number, billing information, and account information, that is necessary for providing or receiving Products or Services of PSP[;]...

"Sender" means an individual who invites a respondent to complete an Assessment and who has access to the Reports generated about the Respondent[;]...

How We Share the Information We Collect [-] If you take an Assessment sponsored by a Customer, that Customer (Account Owners, Administrators, Facilitators and Members) may have access to your Assessment Results, based on account settings, in order to provide you with relevant products and services. Account Owners, Administrators, and Facilitators (including Partners) will also have access to individual and team Reports based on your results.

How We Store and Protect Your Information [-] We retain your Personal Information for as long as your account remains active or for as long as you continue to do business with us. Thereafter, we may retain Assessment responses and other data for as long as the information is needed for our research, statistical analysis, product development, or other commercial purposes.

Corestrengths Terms of Service

1.10 “User.” means a named individual who is an employee, consultant, contractor or agent of Company and who is authorized to use the Services, **for whom Company has paid fees and who has been supplied user identifications and passwords by Company**

8.6 User Data. ... If an employer, coach, consultant, or other individual or entity (collectively, the “Purchaser”) purchases the assessment for an individual, **the Purchaser may be granted access to the results,....Some Users, as designated by Company, are able to change account settings, such as making all SDI 2.0 results visible to members of Company’s account....**

12.3 Governing Law Arbitration; Venue. Except for the right of either party to apply to a court for a temporary restraining order, a preliminary injunction, or other equitable relief, **any controversy, claim or action arising out of or relating to the Agreement will be settled by binding arbitration in San Diego County, California, under the rules of the American Arbitration Association by 3 arbitrators appointed in accordance with such rules.** The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in San Diego County, California for any action permitted under this Section, challenge to this Section, or judgment upon the award entered.