

Terms of Use

Last Updated: September, 2025

These Terms of Use ("Terms") govern your use of our website, [PointMaker Communications](#), and our proprietary educational assessments, workshops and materials for your personal informational and educational purposes (collectively, the "Services"), which is operated by Pointmaker Communications Inc. ("PointMaker," "we," "our" or "us").

Please note, the Services are not a substitute for professional counseling or medical or psychiatric advice. Our Services are not intended to create any sort of doctor-patient relationship between PointMaker Communications and you. We will not be held liable for any decisions or consequences resulting from the Services.

By using our Services, you agree to comply with these Terms, the Privacy Policy at <https://pointmakercommunications.com/Assets/PDF/privacy.pdf> and all associated policies that we may publish on this site or notify you of from time to time. Our Services are intended for use by individuals who are at least 18 years of age. Therefore, by using the Services, you represent and warrant that you are at least 18 years of age. If you do not agree to these Terms, you may not use our Services. We may modify these Terms at any time in our sole discretion. You are responsible for periodically checking for changes and are bound by them if you continue to use our Services.

1. Our Services.

We provide proprietary Services for your personal informational and educational purposes only.

2. Code of Conduct.

To provide you a safe and open community, we require all users to follow our house rules when using our Services:

- **Don't Break the Law.** You are responsible for understanding and complying with all applicable local, state, federal and international laws (including minimum age requirements) when using or accessing our Services. Please don't impersonate anyone else and don't use PointMaker Communication's Services in any way that violates the law, including applicable intellectual property and privacy rights of others; or engage in any activity (using our Services) which violates any other local, state, federal, or international laws or regulation.
- **Be Respectful.** You may not use PointMaker Communications' Services to harass, threaten, intimidate, or threaten someone else or otherwise attempt to mislead others as to your identity.
- **Don't Try to Harm Our Systems.** You may not upload any material onto this website, including posts, emails or software that interferes with the functionality of our site. If we believe you are misusing our Services or violating these Terms in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your use and access to our Services.

3. User Content.

As between you and PointMaker Communications, the content that you provide through our Services (“User Content”) is yours and we don’t make any claim to it, subject to you granting us a worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to access, use, process, copy, distribute, perform, export, and display your User Content, solely to the extent necessary, to provide, support, improve, and promote our Services. You are solely responsible for your User Content and represent that you have all necessary rights to submit and upload your User Content to our Services.

PointMaker Communications does not endorse and is not responsible or liable for any information provided through the Services by other users. You agree that should you use or rely on anything you receive through our Services, we are not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. You should make whatever investigation or other resources that you deem necessary or appropriate before completing a transaction through the Services.

4. Fees and Charges.

All fees and charges are final and nonrefundable, unless cancellation of purchased Services is expressly agreed to and published by PointMaker Communications.

5. Intellectual Property Rights.

The Services and the entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) comprising or relating to our Services are owned by PointMaker Communications, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material provided through our Services. You may not use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services or to reverse engineer or attempt to obtain the source code of the Services. You also agree not to reproduce, duplicate, copy, modify, sell, re-sell or exploit any content from our Services for any commercial, educational, or any other non-personal purpose without our express written consent.

All third-party trademarks (including logos and icons) referenced by PointMaker Communications remain the property of their respective owners. Unless specifically identified as such, our use of third-party trademarks does not indicate any relationship, sponsorship, or endorsement between us and the owners of these trademarks. All references by us to third party trademarks are to identify the corresponding third-party goods and/or services and intended to constitute nominative fair use under applicable trademark laws.

6. Governing Law.

New York law governs these Terms, without regard to the conflict of the law’s provisions. We make no representation that our Services are appropriate, legal or available for use in locations outside of the United States. If you choose to access our Services, you agree to do so subject to the laws of New York and the United States. Any legal suit, action, or proceeding arising out

of, or related to, these Terms or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

7. Geographic Restrictions.

PointMaker Communications is based in the State of New York in the United States and is subject to the laws of the U.S. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with your local laws.

8. Termination.

We have the right, but not the obligation, to monitor our Services to determine compliance with these Terms and any other operating rules or policies we have established and to satisfy any law, regulation or authorized government request. We have the right in our sole discretion to remove any User Content submitted to or posted on our Services. We reserve the right to restrict, suspend, or terminate your access to the Services if we determine, in our sole discretion that any user has misused our Services or violated these Terms.

9. Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. NEITHER POINTMAKER COMMUNICATIONS, NOR ITS AGENTS, REPRESENTATIVES, LICENSORS, AFFILIATES, PARENT OR RELATED COMPANIES (OR ANY OF THEIR RESPECTIVE EMPLOYEES OR SERVICE PROVIDERS) (COLLECTIVELY, THE "POINTMAKER PARTIES") REPRESENT OR WARRANT THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES AND/OR THE SERVICES OF ANY THIRD PARTY OR USER OF THE SERVICES, NOR AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION, SERVICE, OR PRODUCT PROVIDED THROUGH THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS.

10. Limitations of Liability.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL POINTMAKER OR ANY OF THE POINTMAKER PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR THE POINTMAKER PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT OR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, PERSONAL INJURY, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOOD WILL, LOSS OF USE, OR MALFUNCTION ARISING OUT OF OR RELATED TO THE SERVICES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF POINTMAKER COMMUNICATIONS OR ANY OF THE POINTMAKER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY BE INAPPLICABLE. IN NO EVENT SHALL THE POINTMAKER PARTIES' LIABILITY HEREUNDER EXCEED \$100.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

11. Indemnification.

You agree to indemnify and hold PointMaker Communications harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of (i) your use or misuse of, or inability to use the Services; (ii) your infringement of any intellectual property or related rights; (iii) your violation of these Terms or your violation of any rights of a third party; (iv) your interactions with or conduct towards any other users of our Services; or (v) your violation of any applicable law, rules or regulations. You agree that you will cooperate as reasonably requested by PointMaker Communications in the defense of such claims. PointMaker Communications reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users. This indemnification section shall survive your termination of or cessation of use of our Services.

12. Miscellaneous.

If any provision of these Terms is deemed unlawful, void or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected and shall remain fully valid and enforceable under law.

We may revise and update these Terms at any time. Review our Terms periodically for changes. Your continued use of the Services will mean you accept the revised Terms.

13. Contact Us.

If you have any questions or comments regarding our Services or these Terms, please email us at contact@pointmakercommunications.com.