

## **Ping Intel – Terms of Service**

Last updated: May 4, 2026

### **1. Who we are**

These Terms of Service (“Terms”) govern your access to and use of the products and services provided by Ping Data Technology, Inc., doing business as Ping Intel (“Ping Intel”, “we”, “us”, or “our”).

- Legal entity: Ping Data Technology, Inc.
- Trade name: Ping Intel
- Principal place of business: 1111 Lincoln Road, Suite 500, Miami Beach, FL 33139, USA
- Place of incorporation: Delaware, United States
- Contact email: [support@pingintel.com](mailto:support@pingintel.com)
- Website: <https://pingintel.com>

By accessing or using any Ping Intel product or Service, you agree to be bound by these Terms.

If you accept these Terms on behalf of a company or other legal entity, you represent that you have authority to bind that entity, and “Customer” or “you” refers to that entity.

### **2. Services covered**

These Terms apply to:

- Ping.Location – a mapping and risk-intelligence interface for property insurance;
- Ping.Extraction – structuring of insurance data from unstructured files (e.g., ACORD forms, spreadsheets);
- Ping.Data – APIs and tools providing insurance-related data; and
- Any associated APIs, web portals, documentation, integrations, and support services (collectively, the “Services”).

### **3. Relationship to other documents**

These Terms should be read together with:

- Our Privacy Policy (how we handle personal data);
- Our Cookie Policy (how we use cookies and similar technologies);
- Any applicable Order Form, Master Services Agreement (MSA), or Statement of Work (SOW); and
- Our Data Processing Addendum (DPA), which is incorporated into our MSA or otherwise agreed in writing, where Ping Intel acts as a processor under GDPR or UK GDPR.

If there is a conflict:

1. A signed Order Form, MSA, or SOW prevails over these Terms; and
2. These Terms prevail over the Privacy Policy and Cookie Policy, except where data protection law requires otherwise.

### **4. Eligibility and account registration**

You may use the Services only if:

- You are at least 18 years old; and
- You have the legal authority to enter into these Terms.

You must provide accurate and complete registration information and keep it current. You are responsible for safeguarding your login credentials and for all activities under your account.

You must promptly notify us at [support@pingintel.com](mailto:support@pingintel.com) of any unauthorized or suspected unauthorized use of your account.

### **5. Access and permitted use**

Subject to these Terms and any applicable Order Form, Ping Intel grants you a non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the applicable subscription term, solely for your internal business purposes related to insurance and reinsurance activities.

You must not:

- Reverse engineer, decompile, or attempt to derive source code from the Services, except as permitted by law;
- Use the Services to build or support a competing product or service;
- Use the Services in violation of applicable law, including data protection, sanctions, or export-control laws;
- Circumvent security or access controls;
- Upload malware or harmful code; or
- Misuse mapping data or third-party content in violation of their terms.

## **6. Customer data and insurance content**

### **6.1 Definitions**

- Customer Data means data and materials supplied by or on behalf of Customer via the Services, including files, emails, insurance submissions, ACORD forms, spreadsheets, addresses, and related content.
- Output means structured data, analytics, or derived information generated by the Services from Customer Data and third-party data sources.

### **6.2 Rights in Customer Data**

Customer retains all rights, title, and interest in and to Customer Data.

Customer grants Ping Intel a non-exclusive, worldwide license to host, store, process, transmit, and analyze Customer Data solely to:

- Provide, operate, secure, and maintain the Services;
- Improve and develop the Services (including by using Address Data, Data Attributes, Usage Metadata, and Normalized Output to train our machine-learning models); provided that any use of personal data for model training is subject to the explicit authorization mechanisms set out in the applicable DPA; and
- Comply with applicable law and protect Ping Intel's legal rights.

Ping Intel does not sell Customer Data.

### 6.3 Responsibility for Customer Data

Customer is solely responsible for:

- The legality, accuracy, and quality of Customer Data; and
- Ensuring it has all rights, permissions, and lawful bases to provide Customer Data to Ping Intel.

Where Customer Data includes personal data subject to GDPR or UK GDPR, and Ping Intel acts as a processor, the Data Processing Addendum governs such processing.

## **7. Third-party services and data**

The Services may rely on third-party services and data sources, including:

- Mapping and geospatial services;
- Public and proprietary property, hazard, and catastrophe datasets;
- Cloud hosting, analytics, logging, and email services.

Third-party services are subject to their own terms. Ping Intel is not responsible for services outside its control but uses reasonable care in selecting and managing subprocessors. An up-to-date list of our subprocessors available on request. Please reach out to [support@pingintel.com](mailto:support@pingintel.com) for more information.

## **8. Service availability, support, and changes**

### 8.1 Availability

The Services are provided on a commercially reasonable basis, but availability is not guaranteed.

### 8.2 Support

Support is provided via [support@pingintel.com](mailto:support@pingintel.com) or as otherwise specified in an Order Form.

### **8.3 Modifications**

Ping Intel may modify the Services, provided such changes do not materially reduce core paid functionality during an active subscription.

Ping Intel may update these Terms from time to time. Material changes will be notified. Continued use after the effective date constitutes acceptance.

### **9. Fees, billing, and taxes**

Fees, payment terms, and subscription periods are set out in the applicable Order Form or commercial agreement.

Fees are exclusive of taxes, and Customer is responsible for applicable taxes other than those based on Ping Intel's income.

Late payments may incur interest or result in suspension of access to the Services.

### **10. Confidentiality**

Each party may receive confidential information of the other.

Each party will:

- Use confidential information only as necessary to perform under these Terms; and
- Protect it using at least reasonable care.

Confidentiality obligations do not apply to information that is public, independently developed, lawfully obtained, or required to be disclosed by law.

### **11. Data protection and security**

Ping Intel implements appropriate technical and organizational measures to protect Customer Data and personal data.

Where Ping Intel processes personal data as a processor, the Data Processing Addendum applies.

Additional details are provided in the Privacy Policy.

## **12. Ownership of the Services**

Ping Intel and its licensors retain all rights in the Services, software, documentation, models, and aggregated or anonymized data that does not identify any individual or Customer.

No rights are granted except as expressly stated in these Terms or in a signed agreement.

## **13. Warranties and disclaimers**

To the maximum extent permitted by law, the Services are provided “as is” and “as available.”

Ping Intel does not warrant that the Services will be error-free or meet regulatory requirements applicable to Customer’s business.

Outputs are informational and do not replace professional judgment.

## **14. Limitation of liability**

To the maximum extent permitted by law:

- Neither party is liable for indirect, incidental, or consequential damages; and

Except for claims arising from a party's indemnification obligations, breach of confidentiality, or violation of the other party's intellectual property rights, each party's aggregate liability is limited to the fees paid or payable for the affected Services during the 12 months preceding the event giving rise to the claim.

## **15. Indemnity**

Customer will indemnify Ping Intel from claims arising out of:

- Customer’s use of the Services in violation of law or these Terms; or
- Customer Data or instructions provided to Ping Intel, provided that Customer's indemnification obligation regarding personal data shall be limited to claims arising from Customer's breach of its obligations as a Data Controller under applicable data protection laws.

## **16. Term, suspension, and termination**

These Terms apply from first access or acceptance and continue until terminated.

Ping Intel may suspend or terminate access for material breach, security risk, or legal requirement.

Upon termination, Customer access ends and Customer Data will be handled in accordance with the DPA and applicable law.

## **17. Governing law and jurisdiction**

These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-laws principles.

The parties submit to the exclusive jurisdiction of state and federal courts located in Delaware, USA.

## **18. Miscellaneous**

- Entire agreement: These Terms, together with any Order Form/MSA and incorporated policies, form the entire agreement between you and Ping Intel regarding the Services.
- Assignment: You may not assign these Terms without our prior written consent. We may assign to an affiliate or in connection with a merger, acquisition, or sale of assets.
- Severability: If any provision is found invalid, the remaining provisions remain in full force and effect.
- No waiver: A failure to enforce any provision is not a waiver of that provision.

If you have questions about these Terms, contact [support@pingintel.com](mailto:support@pingintel.com).