

Ping Intel – Terms of Service

Last updated: September 23, 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
- 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 the following (collective and individually, the “Services”):

- Ping.Location Enterprise – the enterprise tier of a mapping and risk-intelligence interface for property insurance (governed by, in addition to these Terms, your organization’s agreement(s) with Ping Intel such as an MSA, one or more order forms, and/or a DPA, as set forth in Section 3 below);
- Ping.Location Self-Service – the individual broker tier of a mapping and risk-intelligence interface for property insurance, available through a subscription plan, metered pay-as-you-go usage, or both; and
- 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.

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.

If you are accessing the Services through Ping.Location Self-Service (our offering for individual brokers), your use is governed by these Terms and our Privacy Policy. The MSA, Order Form, SOW, and DPA referenced above do not apply to Ping.Location Self-Service users.

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 of any unauthorized or suspected unauthorized use of your account.

If you are registering as an individual user for Ping.Location Self-Service (our offering for individual brokers), you are entering into these Terms on your own behalf as an individual, and not on behalf of any company or other legal entity. Ping.Location Self-Service is available solely to licensed insurance professionals who acquire and use it solely for their bona fide professional purposes. By creating an account, enabling or incurring Pay-As-You-Go Usage, or enrolling in a Subscription, you represent and warrant that you meet this eligibility requirement and will not use Ping.Location Self-Service for personal, family, household, or other nonprofessional purposes. You are responsible for all activity through your account and must not use another person's payment method or billing information without authorization. Ping Intel may suspend or terminate access if it reasonably determines that these requirements are not met. Nothing in this paragraph limits a right that applicable law does not permit you to waive.

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 service period, solely for your internal business purposes related to insurance and reinsurance activities. For Ping.Location Self-Service, the applicable service period is (a) for Pay-As-You-Go Usage, the period during which pay-as-you-go billing is enabled on your account and your authorized payment method remains valid, and (b) for a Subscription, the period for which your Subscription is active and paid. A Subscription is subject to the plan limits, included data types, access level, usage allowance or credits, and other plan features presented to you before enrollment.

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.

For individual users of Ping.Location Self-Service, Ping Intel grants you a non-exclusive, non-transferable, personal right to access and use the property data made available through your Pay-As-You-Go Usage or active Subscription, solely for your own internal professional purposes as a licensed insurance professional. You may not resell, redistribute, sublicense, share, or otherwise transfer access to data obtained through Ping.Location Self-Service to any third party. Property data may not be used in violation of applicable law, including data protection laws applicable to any personal information contained in the data.

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.

6.4 Individual users

If you are an individual user of Ping.Location Self-Service, the “Customer Data” you provide consists of the property address(es) you submit for lookup. Ping Intel processes your account data and transaction data as a data controller, not as a processor. The Data Processing Addendum referenced in Section 6.3 does not apply to individual Ping.Location Self-Service users. Your data is processed in accordance with our Privacy Policy.

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 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 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.

Self-Service Subscription changes. Ping Intel may change a Subscription plan or the amount charged for a Subscription only as described at enrollment or by providing advance notice that is clear and conspicuous, states the effective date and the change, and explains how to cancel. A fee change will take effect no earlier than the next renewal date after the notice period, unless a different timing or affirmative consent is required by applicable law.

Ping Intel will not materially reduce the core paid functionality, included data types, or purchased usage allowance of an active Self-Service Subscription during a prepaid billing period without your consent or an appropriate remedy, except where a change is necessary to comply with law, protect security, address a third-party data-source restriction, or prevent misuse of the Services.

Self-Service Pay-As-You-Go rate changes. Ping Intel may change the unit prices for Pay-As-You-Go Usage by giving you at least 30 days' advance notice that is clear and conspicuous and states the new prices and their effective date. A rate change applies only to usage incurred on or after the effective date; usage incurred earlier is charged at the prices in effect when it was incurred. You may turn off Pay-As-You-Go Usage before the effective date.

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.

9A. Ping.Location Self-Service — Subscriptions and Pay-As-You-Go Usage

9A.1 Service options and Subscription terms.

Ping.Location Self-Service may be made available through automatically renewing subscription plans (each, a “Subscription”) and through metered pay-as-you-go usage (“Pay-As-You-Go Usage”), either on its own or for usage above the allowance included in a Subscription. The features, data types, access level, included usage allowance or credits, initial term, renewal term, Subscription price, billing frequency, unit prices for Pay-As-You-Go Usage, and any minimum purchase obligation will be shown to you before you enroll in a Subscription or enable Pay-As-You-Go Usage. The information shown at that time is incorporated into these Terms for the applicable Subscription or Pay-As-You-Go Usage.

Unless the enrollment screen expressly states otherwise, a Subscription begins when Ping Intel accepts your enrollment and continues for the initial term displayed at checkout. At the end of the initial term, and at the end of each renewal term, your Subscription automatically renews for the renewal term displayed at checkout and Ping Intel will charge the payment method you authorized, unless you cancel before the stated renewal date. A Subscription is not a purchase of perpetual access. Unused credits, usage allowance, or other plan entitlements expire as stated at enrollment and are not redeemable for cash except where required by law.

9A.2 Pay-As-You-Go Usage; usage disclosures; spending limits; and authorization.

Pay-As-You-Go Usage is measured in the unit shown to you before you enable it (for example, per property, per location, per data type, or per credit). Charges for Pay-As-You-Go Usage (“Usage Charges”) are calculated from the unit prices presented to you and Ping Intel’s usage measurements.

Before you enable Pay-As-You-Go Usage, Ping Intel will present a clear and conspicuous summary stating: (a) the unit of measurement and the price per unit, including any volume tiers; (b) any usage included in your Subscription before Usage Charges begin; (c) the billing period and when your payment method will be charged; (d) that the amount charged will vary with your actual usage; (e) any spending limit available to you and what happens when it is reached; and (f) how to turn off Pay-As-You-Go Usage.

By selecting the button that states that you are enabling Pay-As-You-Go Usage (for example, “Enable Pay-As-You-Go”), you expressly authorize Ping Intel and its third-party payment processor to charge the payment method you provide for the Usage Charges you incur, at the prices presented to you and in amounts that may vary from billing period to billing period, until you turn off Pay-As-You-Go Usage and all outstanding Usage Charges are paid.

Where Ping Intel makes a spending limit available, you may set a limit on Usage Charges for each billing period. Once your Usage Charges for a billing period reach the limit, Ping Intel will stop accepting additional Pay-As-You-Go Usage until the next billing period begins or you raise the limit. Because some requests are processed after they are submitted, usage submitted before the limit is reached may be completed after it is reached, and Usage

Charges for that usage remain payable. A change to your limit applies only to usage submitted after the change takes effect.

You may turn off Pay-As-You-Go Usage at any time in your account. Turning it off stops new Usage Charges from accruing. It does not relieve you of Usage Charges already incurred.

9A.3 Subscription Summary; enrollment disclosures; and affirmative authorization.

Immediately before you enroll in a Subscription, Ping Intel will present a clear and conspicuous Subscription Summary stating: (a) that the Subscription automatically renews unless you cancel; (b) the Subscription plan, initial term, renewal term, and billing frequency; (c) the amount or range of recurring charges, applicable taxes, and any minimum purchase obligation; (d) whether, when, and how the recurring price may change; (e) the features, data types, and usage allowance included in the plan; (f) how to cancel and the effect of cancellation; and (g) Ping Intel's contact information.

By selecting the button that states that you are entering a paid Subscription (for example, "Start Paid Subscription"), you expressly authorize Ping Intel and its third-party payment processor to charge the payment method you provide for the initial charge and each recurring charge described in the Subscription Summary until you cancel. If the Subscription includes a free trial, introductory price, or other promotional period, the Subscription Summary will state the date the promotion ends, the price then due, and how to cancel before that charge.

9A.4 Payment and billing.

Payment for a Subscription is due at the billing frequency shown in the Subscription Summary. Unless a different billing period is shown to you before you enable Pay-As-You-Go Usage, Usage Charges accrue during each monthly billing period and are charged in arrears to your authorized payment method after that period ends. The amount charged for Usage Charges may vary from billing period to billing period based on your actual usage. Ping Intel will make your usage and accrued Usage Charges for the current billing period available in your account. You authorize Ping Intel's third-party payment processor to store and use a payment token or other payment credential as necessary to process authorized recurring charges and Usage Charges. Ping Intel does not store your full payment card number, expiration date, or security code.

You must maintain a current, valid payment method for an active Subscription and while Pay-As-You-Go Usage is enabled. If a payment fails, Ping Intel may notify you, suspend access to the Subscription or to Pay-As-You-Go Usage, and attempt to collect the unpaid amount using the payment method you authorized, subject to applicable law and the payment processor's rules. Ping Intel will not use a failed payment to create a new or different Subscription without your affirmative authorization.

9A.5 Confirmation, reminders, and Subscription changes.

After you enroll in a Subscription, Ping Intel will send you a confirmation in a form you can retain. The confirmation will include the Subscription Summary, these Terms or a link to them, the cancellation policy, instructions and a direct electronic method to cancel, and the first renewal date or billing frequency. After you enable Pay-As-You-Go Usage, Ping Intel will send you a confirmation in a form you can retain that states the unit prices, the billing period, any spending limit you have set, and how to turn off Pay-As-You-Go Usage.

Ping Intel will provide any reminder, promotional-period, annual-renewal, fee-change, or material-change notice required by applicable law. Each required electronic notice will include a direct link or other immediately accessible electronic method to cancel. Ping Intel may send additional notices as a matter of practice.

9A.6 Cancellation, nonrenewal, and effect of cancellation.

You may cancel a Subscription at any time through the prominently available cancellation control in your Ping.Location Self-Service account or by emailing support@pingintel.com. If you enrolled online, you may cancel online without being required to interact with a live or virtual agent or complete steps that obstruct or delay cancellation. Authentication may be required to protect your account; if you cannot access your account, you may cancel by email.

Unless applicable law requires an earlier termination date or refund, cancellation stops future recurring charges and your Subscription remains active through the end of the then-current paid billing period. We will provide confirmation of your cancellation and the date your Subscription ends in a form you can retain. Cancelling a Subscription, turning off Pay-As-You-Go Usage, or closing your account does not relieve you of Usage Charges incurred before it takes effect, and Ping Intel may charge your authorized payment method for any outstanding Usage Charges afterwards. Cancellation does not itself delete your account or personal data; our Privacy Policy explains the applicable retention periods and how to exercise privacy rights.

Wisconsin business customers. If you are a Wisconsin business customer and your Subscription has automatically renewed or extended, you may terminate the renewed or extended period by giving notice through the methods above. Ping Intel will not require more than one month's notice before the date of your intended termination.

9A.7 Refunds and statutory cancellation rights.

Usage Charges for usage validly incurred are nonrefundable, except where required by applicable law. If you believe a Usage Charge resulted from a technical or metering error, contact support@pingintel.com within 14 days after the charge. Ping Intel will review the charge and correct any verified billing or metering error by refund or account credit. This support process does not limit statutory rights.

Except as required by applicable law, payments for a Subscription are nonrefundable and Ping Intel does not provide prorated refunds for a partially used billing period. This does not

limit a right to cancel, receive a refund, or obtain another remedy that cannot lawfully be waived. If you believe a Subscription charge resulted from a technical error or a material nonconformity, contact support@pingintel.com within 14 days after the charge. This support process does not limit statutory rights.

9A.8 Access, changes, and termination by Ping Intel.

Ping Intel may suspend or terminate a Subscription or Pay-As-You-Go Usage for material breach, security risk, suspected fraud, legal requirement, nonpayment, or misuse of the Services. If Ping Intel discontinues a Subscription plan other than for one of those reasons, Ping Intel will provide reasonable advance notice and, where appropriate, allow continued access through the prepaid period or provide a prorated refund for the unused prepaid period. Sections 8.3 and 16 apply to Self-Service Subscriptions and Pay-As-You-Go Usage except to the extent this Section 9A states otherwise.

9A.9 Taxes.

Prices are exclusive of applicable sales, use, VAT, GST, or similar taxes unless the enrollment screen states otherwise. You are responsible for taxes arising from your Subscription or Usage Charges that are not based on Ping Intel's net income. Ping Intel may collect taxes that it is legally required to collect.

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.

For individual users of Ping.Location Self-Service, Ping Intel’s aggregate liability for all claims arising from or related to Pay-As-You-Go Usage is limited to the Usage Charges paid or payable by you during the 12 months preceding the event giving rise to the claim.

For individual users of Ping.Location Self-Service, Ping Intel’s aggregate liability for all claims arising from or related to a Subscription is limited to the Subscription fees paid or payable by you during the 12 months preceding the event giving rise to the claim.

Nothing in these Terms limits liability or any remedy that applicable law does not permit Ping Intel to limit or exclude, including any nonwaivable right relating to cancellation of an automatically renewing Subscription, an unauthorized recurring charge, or a refund required by law.

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.

For Ping.Location Self-Service, termination or cancellation ends access to a Subscription or to Pay-As-You-Go Usage as described in Section 9A. It does not by itself require Ping Intel to delete your account, transaction records, or other personal data. Ping Intel will handle those data under the Privacy Policy and applicable law. The DPA does not apply to individual Ping.Location Self-Service users.

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.

Nothing in this Section 17 is intended to waive or limit any right, remedy, governing-law protection, or forum that applicable law does not permit you to waive or limit.

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.

For Ping.Location Self-Service, the Pay-As-You-Go usage summary or Subscription Summary presented to you before you enable Pay-As-You-Go Usage or enroll in a Subscription forms part of these Terms for that Pay-As-You-Go Usage or Subscription. If there is a conflict between that summary and these Terms, the summary controls as to the applicable unit prices, price, billing period, billing frequency, term, included usage allowance, spending limit, and plan features, except that these Terms control as to legal and general contractual terms. Nothing in these Terms limits rights that applicable law does not permit you to waive.

If you have questions about these Terms, contact support@pingintel.com.