

Thoughtexchange™ Participant Terms of Use

Welcome, and thanks for using Thoughtexchange! When you use our services, you are agreeing to our Terms of Use, which are set out below. Please take a few minutes to read them over. This is important, because by participating in a Thoughtexchange process, you are entering into a legal agreement.

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TERMS OF USE

1. Who we are

Thoughtexchange is a software-driven process that has been created by and is owned by Fulcrum Management Solutions, Ltd. When this agreement uses the terms “we” or “us,” it is referring to Fulcrum. That’s us.

If you reside in Canada or in another country other than the United States, your agreement is with us. If you reside in the United States, your agreement is with our U.S. subsidiary (also referred to as “us”). The legal name and address of the U.S. corporation can be found at the bottom of this document and on our website at thoughtexchange.com.

2. Our customers and why they hire us

When you are invited to join a Thoughtexchange process, it’s because our customer (which is an organization like a school district, municipality, non profit or a business) has hired us to create and run the process, or they have created a Thoughtexchange process to run on their own, perhaps with our help. Thoughtexchange creates a direct discussion between you and our customer, so you will know who our customer is for each Thoughtexchange process you take part in.

Thoughtexchange removes barriers to meaningful large-scale engagements, enabling our customer organizations to be responsive and accountable to a wide range of stakeholders, building trust and confidence in the process. It’s as valuable for them as it is for you.

Like us, our customer has a responsibility to protect your privacy under these Terms of Use. In fact, our customer is obligated under its legal agreements with us to agree to and abide by these Terms of Use. Except where Terms of Use specify a difference, our customer’s rights and obligations to you are the same as ours. As a result, unless there is an explicit distinction, when this agreement uses the terms “we” or “us,” it is also referring to our customer. That’s also us.

3. How Thoughtexchange works

So what is a Thoughtexchange process? Simply put, it is receiving and thinking about questions, contributing your thoughts in response to those questions, assigning stars to your thoughts and those of others to show which thoughts you value, and then learning what was important to the whole group.

What good does it do? Thoughtexchange makes it possible for large, diverse groups to contribute ideas and negotiate priorities among those ideas in order to help inform and improve the decisions made by the organizations that serve these same groups. Is that a big deal? We don't know of any other way to have this kind of discussion with so many people in different places at the same time. We think it's a very big deal, and we hope you agree.

4. The purpose of these Terms of Use

In order for a Thoughtexchange process to work best, we need you and others like you -- as many as possible -- to participate fully. As much as possible, we want to remove reasons for you not to participate. One important way of doing this is to reassure you that we are being responsible with the information we collect as part of the process.

When you access a Thoughtexchange process, you become what is called a "participant," and as a participant, you agree to these Terms of Use whether or not you contribute thoughts or stars or take any further action as part of the Thoughtexchange process. If you do not agree to these Terms of Use, you should NOT access or participate in the process or otherwise use any of our services.

When we refer to the Thoughtexchange service, we are talking about using an email or other link that enables you to access our software to start a Thoughtexchange process, and then any interaction you have with a Thoughtexchange process from that point on. This can include registering, answering questions or assigning stars to your thoughts and the thoughts of other participants.

5. Information collected by us.

In a Thoughtexchange process there are 3 main types of information that we collect, either directly or as a result of your participation in the process. There are other types of information collected, which we discuss later in the Privacy Policy section of these Terms of Use, but we feel these are the 3 that are the most important – for us and for you.

- **Your input.** During a Thoughtexchange process we ask you to provide input. The main kinds of information that you offer as part of the process itself are your written thoughts in response to open-ended questions, and stars that you assign to your thoughts and the thoughts of others, according to how you value those thoughts. We also may ask you to provide other information, such as general demographic information (that is, information about you that normally can't be used to specifically identify you) or an answer to a satisfaction question. This is also input.
- **Your identity.** This includes your name, email address and other contact information that specifically identifies you. We may have received this information directly from you when you self-registered to be part of a Thoughtexchange process, or we may have received it from our customer. We realize that this may be the result of your input, but because it is information that can be used to identify you, we treat it more carefully.

- **Information that connects your input to your identity.** This is anything that enables another to know that a particular thought, star or any other input came from you personally.

Things we need to do with your input. In order for a Thoughtexchange process to work, we need to be able to share your input with our customer and with other participants. In general any thoughts you enter and stars you assign will be seen by others. In addition our customer may choose to make your input public or, if they are a public entity, they may be legally required to make your input public. We also need to compare your input to others', aggregate your input with others', and reach conclusions from all of that. We need to be able to mix, match or do whatever we can think of to everyone's thoughts, stars and other input in order to make your input as meaningful as possible, and we need to be able to do any and all of this in a way that shares those results to our customer or other participants or publicly. We feel that's a good thing; it's why we are here and why you are participating -- as long as we protect your privacy at the same time.

Having said that, it is important that you know we may decide NOT to publish your thoughts to anyone except our customer. A Thoughtexchange process may be moderated – meaning your thoughts may be removed. This moderation may be done by us or may be done by the participants during the star step. A thought can be removed if it is rude or hurtful to a person or group, or if it does not answer the question asked. Even though those are the main reasons we would remove your input, we reserve the right to remove a thought for other reasons if we see this to be in the best interest of our customer or other participants, or if we feel for some other reason that it is important to do so. It is solely our decision.

What we need to do with your identity. In order for a Thoughtexchange process to work, we need to know who is participating in the Thoughtexchange process. When it comes to your identity, including input that relates to your identity (such as demographic information), “we” includes the Thoughtexchange customer. Our customer needs to know who they are having the conversation with. Beyond that, however, we don't need to share your personally identifying information with any other person in order for the process to work. For that reason, under these Terms of Use, we treat your identity information as *confidential* among you, us and our customer.

What we need do with information that connects your input to you. In order for a Thoughtexchange process to work, we need to know that particular input has come from you, and we use that information as part of the Thoughtexchange process.

For example, we have found it is important that participants know they can be identified as the source of a particular thought, because they will answer more carefully than they would if they were anonymous. We have also found it to be critical to be able to give you back your thoughts along with thoughts of others for assigning stars, in order to show that we have heard and care about the thoughts that come from you.

At the same time, we need completely candid responses -- even (and maybe especially) when they are controversial or uncomfortable. We want you to feel free to speak freely and honestly, without fear of being shamed or otherwise having to face negative repercussions for doing so.

The Thoughtexchange process doesn't require that we share this kind of association information with anyone else, including our customers. Our customers don't need to own, have access to or use association information in order to have Thoughtexchange work to its full potential.

As a result, we feel that association of your input with your identity, what we call association information, should be kept private between us. We, Fulcrum, know it and use it, but unless

you consent or we are compelled by law or we feel morally obligated to do so to prevent or report an illegal act, we won't share it with anybody else, including our customer.

Why are we talking about these three kinds of information? This section, Section 5, describes and creates important distinctions among the three kinds of information that we feel are most important to you and to us. The next two sections describe the legal rights and obligations that each of us -- you, we and our customer -- has with respect to each kind of information. Section 6 uses the legal language of licensing. Section 7 is our Privacy Policy. They both cover the same concepts, and repeat each other to a certain extent. However, we feel that both concepts are important to protecting your information, so we have included both.

6. Your Information

You own your information. Our fundamental starting point is that you own all of your personal information and the thoughts and other input that you provide to us. You only grant us a license to use your information.

Because you own your input, identity and association information and we only have non-exclusive rights to it, you may choose to make any or all of it available to others. If you do choose to share it, or even if you mistakenly share it, we have no obligation under these Terms of Use for any of the information shared.

Your license to us. You grant to us a worldwide, non-exclusive right to use, copy, distribute, publish and process the information that you provide, without any further consent, notice or payment. Your license to us is limited in the following ways:

- Except with your consent or as required by law or moral obligation, your identity information, which is known by us and our customer, will not be shared with any other person or organization.
- Except with your consent or as required by law or moral obligation, we will not share your association information with any other person, including our customer.
- While we may translate and make formatting changes to your content prior to publishing (such as translating it, modifying the size, layout or file type or removing metadata), we will not intentionally modify the meaning of your words.
- We will not use or share your thoughts, content and personal information in any way that violates our Privacy Policy.

7. Our Privacy Policy

Throughout the Thoughtexchange process, we want you to feel free to speak freely and honestly, without fear. For this reason, we are committed to protecting your privacy.

To the extent possible, we will keep the association of you with your input private. Except with your consent or as required by law, or if we feel morally obligated to do so to prevent or report an illegal act, we will not share information that connects you to your input with any third party, including our customer.

To the extent possible, we at Fulcrum will keep your identity confidential. We hold information about your identity in strict confidence. Except with your consent or as required by law or moral obligation, we will not sell it or otherwise share it with any other person or

organization. Our customer also knows this information and will have their own privacy policy with respect to this information.

Your input is not covered by our Privacy Policy. Other than identity information, your input is essentially public. This is a good thing, because it allows the other participants and our customers to consider your thoughts and priorities. However, because it is public, we have no obligation of privacy in connection with your input.

We do have an obligation of privacy for your input with our customer so it is ultimately our customer who would decide if your input can be made public. In general public entities (eg school districts) have a legal obligation to share much of their information, while private entities do not have the same obligation and generally do not share their information publicly. Depending on who our customer is, for the particular Thoughtexchange you are participating in, the information may be shared very differently. The important thing is that it is our customer not us at Fulcrum who decides this.

Who controls your identity information? If you reside in the United States, then the identity and association information provided to or collected by our services is controlled by our U.S. subsidiary corporation, the name and address of which is listed at the bottom of this document. If you reside in Canada or outside the United States, then identity and association information is controlled by Fulcrum Management Solutions, Ltd, having its principal office at the address listed at the bottom of this document. Identity information (other than association information) provided to or collected by us is also shared with and controlled by our customer. If you have any concern about providing information to us or having such information displayed or otherwise used in any manner permitted in this privacy policy and the other Terms of Use, you should NOT visit our websites, use our apps or otherwise use our services.

Who has access to your identity information? Only authorised personnel have access to your identity information. Authorized personnel are limited to our (and our customer's) employees or contractors who have a legal obligation to protect your privacy that is consistent with these Terms of Use.

Security. We have implemented security safeguards designed to protect the personal information that you provide in accordance with industry standards. To protect any data you store on our servers, we also regularly monitor our system for possible vulnerabilities and attacks, and we use a secured-access data center. However, since the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any information that you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

We also collect your information and use it in the following additional ways:

Information automatically collected by software.

When you visit or leave our services by clicking a link we automatically receive information through our software and other software that we use to host and manage Thoughtexchange processes.

Information collected in this manner that can be used to identify you we treat the same as any other information about your identity for purposes of your license to us and our privacy policy. The details are explained above, but our essential obligation is to keep it confidential, and to keep private any association of this information with any other input you provide.

This kind of information includes:

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- the internet protocol, or IP, address of your computer or the proxy server that you use to access the web; and
- location data passed to us from third-party services or GPS-enabled devices that you have set up.

Most mobile devices allow you to prevent real time location data being sent to us, and of course we will honour your settings. Information collected in this manner that can't be used to identify you we treat as input for purposes of your license to us and our privacy policy. Essentially, it is treated as public information.

This kind of information includes:

- the information identified above, as long as it is aggregated so that it can't be used to personally identify you;
- the URL of the site from which you came or the one to which you are directed;
- your computer operating system details;
- your type of web browser;
- your mobile device (including your mobile device identifier provided by your mobile device operating system);
- your mobile operating system (if you are accessing our services using a mobile device); and
- the name of your ISP or your mobile carrier.

Customized Experience and Service Development. We customize your experience and the experiences of participants in order to provide you and other participants with better questions and choices for prioritizing thoughts and a more intuitive experience. We may also gather aggregate information about you and other participants collectively, such as which of our services are used most. The data collected for these purposes is collected in the aggregate only, and does not contain any identity information. We also use information and content that you and other participants provide to us to conduct research and development for the improvement of our services.

Compliance with Legal Process and Other Disclosures. It is possible that we may need to disclose your identity information, including information that connects you to your input, when required by law, subpoena, or other legal process, whether in the United States, Canada, or other jurisdictions, or if we have a good faith belief that disclosure is reasonably necessary to (1) investigate, prevent, or take action regarding suspected or actual illegal activities or to assist government enforcement agencies; (2) enforce the User Agreement, investigate and defend ourselves against any third-party claims or allegations, or protect the security or integrity of our services; or (3) exercise or protect the rights, property, or safety of our employees, personnel, other participants or members of the public. We attempt to notify participants about legal demands for their personal information when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. In light of our principles, we may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but do not commit to challenge every demand.

Data Hosting Outside Your Country. When our customer is Canadian we host the information from their participants in Canada, as required by Canadian law. Except in Canada or otherwise where prohibited by law, we may host your information outside your country of residence, wherever we operate.

Data Retention. We retain the information you provide while your Thoughtexchange process is ongoing or as needed to provide you services. We may retain your information even after

completion of the Thoughtexchange process if retention is reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce this Privacy Policy and these Terms of Use. We may retain information, for a limited period of time, if requested by law enforcement. Our service team may retain information for as long as is necessary to provide support-related reporting and trend analysis.

Direct Marketing. We, at Fulcrum, do not share any personal information with third parties for their direct marketing purposes. Our customer may or may not choose to share your information with third parties

California's Shine the Light Law. California Civil Code Section 1798.83, known as the “Shine The Light” law, permits our customers who are California residents to request and obtain from us a list of what personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year and the names and addresses of those third parties. We would expect that list would always be empty.

8. Your Responsibilities

The Thoughtexchange process is only as good as the integrity of your input. In order to have a meaningful say, you need to provide meaningful input. You have an obligation to keep the conversation civil and on topic. This is the reason we feel we need to know who you are, while at the same time we take on an obligation to protect your identity, instead of using an anonymous process.

You are responsible for your account. In order to access our services and participate in a Thoughtexchange process you will need a user account. Your user account is created for you and may be based on your email address. By providing us with your email address, or using the account created for a particular email address, you acknowledge that you are the owner or authorized user of that email address.

Your account may also include your first and last name. You may revise or remove the name from your account. You agree that your account information will be truthful. You agree that you will use your real name for your account. You will not create a false identity for your account, and you will not steal, impersonate or otherwise intentionally use the identity or the account of any other person.

As between you and others, your account belongs to you. You agree to: (1) not transfer any part of your account and (2) follow the law and these Terms of Use. You are responsible for anything that happens through your account unless you report misuse.

You are responsible for your input.

You agree that you will only provide input that relates to the topic of the Thoughtexchange process.

You agree that you have all the rights, licenses, and permissions from third parties to use, reproduce, publish, and display content belonging to others.

You agree that you will not:

- Provide content that is rude or hurtful to a person or group;
- Act dishonestly, including by posting inappropriate, inaccurate, or objectionable content;
- Harass, abuse or harm another person;

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- Attempt to use Thoughtexchange to send unwelcomed communications to others;
- Act in an unlawful, defamatory, abusive, obscene, discriminatory or otherwise objectionable manner;
- Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer));
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- Post any unsolicited or unauthorized advertising, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- Submit anything that contains software viruses, worms, or any other harmful code;
- Manipulate identifiers in order to disguise the origin of any content that you submit;
- Copy, modify or create derivative works of Thoughtexchange, our services or any related technology (except as expressly authorized by us);
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for Thoughtexchange or any of our other services or any related technology, in part or as a whole;
- Imply or state that you are affiliated with or endorsed by us without our express consent (e.g., representing yourself as an accredited Thoughtexchange Facilitator);
- Share or disclose information of others without their express consent;
- Monitor our services' availability, performance or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Thoughtexchange or our other services;
- Access our services except through the interfaces expressly provided by us, such as our mobile applications and thoughtexchange.com or thoughtstream.com;
- Override any security feature of the services; and/or
- Interfere with the operation of, or place an unreasonable load on, our services (e.g., spam, denial of service attack, viruses, gaming algorithms);

We may terminate your account for misuse or abuse. You acknowledge that we have the right to monitor your use of our services in order to ensure your compliance with these Terms of Use, or to comply with any law, order, or requirement of any court or government authority. We reserve the right to restrict, suspend, or terminate your account if we believe that you may be in breach of these Terms of Use or law or are misusing our services.

9. Our Copyright Policy

We respect the intellectual property rights of others and we desire to offer a platform that contains no content that violates those rights. To promote these objectives, we provide a process for submission of complaints about content posted by participants.

Pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512), we have implemented procedures for receiving written notification of claimed infringements, and to object to infringement claims.

Please note that any notice or counter-notice you submit must be truthful and must be submitted under penalty of perjury. A false notice or counter-notice may give rise to personal liability. You may therefore want to seek the advice of legal counsel before submitting a notice or a counter-notice.

Notice of Copyright Infringement. If you believe in good faith that your copyright has been infringed, you may complete and submit a Notice of Copyright Infringement form, or otherwise provide a written communication which contains:

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- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description specifying the location on our website of the material that you claim is infringing;
- Your telephone number and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please submit your notice, "To the attention of Copyright Agent," at the contact address appearing at the end of these Terms of Use.

Counter-Notice. If you believe that a notice of copyright infringement has been improperly submitted against you, you may submit a Counter-Notice, pursuant to Sections 512(g)(2) and (3) of the Digital Millennium Copyright Act.

You may complete the Counter-Notice Regarding Claim of Copyright Infringement form, or otherwise provide a written communication which contains:

- Your physical or electronic signature;
- Identification of the material removed or to which access has been disabled;
- A statement under penalty of perjury that you have a good faith belief that removal or disablement of the material was a mistake or that the material was misidentified;
- Your name and telephone number, and a statement that you consent to the jurisdiction of the Federal District court (i) in the judicial district where your address is located if the address is in the United States, or (ii) located in the Eastern District of Washington (Spokane), if your address is located outside the United States, and that you will accept service of process from the Complainant submitting the notice or his/her authorized agent.

Please submit your notice, "To the attention of Copyright Agent," at the contact address appearing at the end of these Terms of Use.

Other actions we may take.

Please note that whether or not we disable access to or remove content, we may make a good faith attempt to forward the written notification, including the complainant's contact information, to the participant who posted the content and/or take other reasonable steps to notify the participant that we have received notice of an alleged violation of intellectual property rights or other content violation.

It is also our policy, in appropriate circumstances and in our discretion, to disable and/or terminate the accounts of participants who infringe or repeatedly infringe the rights of others or otherwise post unlawful content.

10. Additional Agreements

Now we get to some agreements that are legal sounding and not that easy to read. They are also important. Some of these agreements change our legal rights and yours. Some of it is in all

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capital letters. That apparently is also important. And it might feel like we are shouting at you. You may want to ask an attorney why this is. (We have.)

Again, if you feel that you cannot agree to these terms, do NOT access or participate in a Thoughtexchange process or otherwise use any of our services.

We own Thoughtexchange. You agree that we own Thoughtexchange. We reserve all intellectual property rights in Thoughtexchange and its related process and services. For example, “Thoughtexchange” and the Thoughtexchange logo and our other trademarks, service marks, graphics, and logos used in connection with Thoughtexchange are trademarks or registered trademarks belonging to us.

We don't guarantee service availability. We may change or discontinue any of our services for any reason or no reason at all. To the extent allowed under law, these changes may be effective upon notice provided to you. We can't guarantee the availability of our services in all countries and they may not be available for use in any particular location. You are responsible for following the laws in your state or country. We don't accept responsibility for the consequences of server unavailability, backups, software bugs or missing features. Thoughtexchange is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide.

Google Translate. Google's Attribution Requirements require us to make the following disclaimer available to participants: THIS SERVICE MAY CONTAIN TRANSLATIONS POWERED BY GOOGLE. GOOGLE DISCLAIMS ALL WARRANTIES RELATED TO THE TRANSLATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, RELIABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

(See. Even Google shouts.)

No Warranty. This is our disclaimer of legal liability for the quality, safety, or reliability of our services.

TO THE EXTENT ALLOWED UNDER LAW, FULCRUM (AND THOSE THAT WE WORK WITH TO PROVIDE OUR SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT OUR SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE OUR SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

Exclusion of Liability. These are the limits of legal liability we may have to you.

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS WE HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), FULCRUM (AND THOSE THAT WE WORK WITH TO PROVIDE OUR SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO OUR SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT).

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IN NO EVENT SHALL OUR LIABILITY (AND THOSE THAT WE WORK WITH TO PROVIDE OUR SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, US \$1000.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF WE HAVE BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

(OK. Enough shouting)

Changes to these Terms of Use. We reserve the right to change these Terms of Use, effective as of the time we present a revised Terms of Use to you as part of Thought exchange process. If you don't agree to changes that we make, you should NOT visit our websites, use our apps or otherwise use our services. Using our services after changes have been posted by us is your agreement to the changed terms or practices. You acknowledge and agree that it is your responsibility to review these Terms of Use from time to time, and to familiarize yourself with any modifications.

Termination. We can each end this agreement anytime we want with notice to the other. On termination, you lose the right to access or use the services. The following provisions of these Terms of Use survive any termination:

1. Our rights to use and disclose your thoughts and stars, and
2. The sections with the headings "Google Translate," "No Warranty," "Exclusion of Liability," "Dispute Resolution" and "General Terms."

Dispute Resolution. In the unlikely event we end up in a legal dispute, the dispute will be resolved in Washington courts, applying Washington law, if you are a US resident. If you are a resident of Canada or a resident of any jurisdiction other than the US, the dispute will be resolved in the courts of British Columbia applying Canadian law. You agree that the laws of the British Columbia, Canada, excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Agreement and/or the Services. We both agree that all of these claims can only be litigated in the courts of British Columbia, Canada or, only if you are a resident of the US, the federal or state courts of King County, Washington, USA, and we each agree to personal jurisdiction in those courts.

General Terms. Here are some important details about how to read the Agreement.

If a court with authority over these Terms of Use and finds any part of it not enforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree to ask the court to remove that unenforceable part and still enforce the rest of this agreement. To the extent allowed by law, the English version of this agreement is binding and other translations are for convenience only.

If we don't act to enforce a breach of this agreement, it does not mean that we have waived our right to enforce this agreement. You may not assign or transfer this agreement or your account to anyone without our consent. However, you agree that we may assign this agreement to our affiliates or a party that buys it without your consent. There are no third party beneficiaries to this agreement.

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This agreement (including additional terms that may be provided by us when you engage with a feature of our services) is the only agreement between us regarding our services and supersedes all prior agreements for the services.

You agree that the only way to provide us legal notice is at the addresses for physical mail provided immediately below.

Questions or Comments. If you have questions or comments, concerns about these Terms of Use or its implementation, or you wish to make a complaint about matters arising from this agreement please contact us at support@thoughtexchange.com or other contact information displayed on our website at thoughtexchange.com or by physical mail at:

For participants in the United States:

Fulcrum Management Solutions Inc.

Suite 404, 9116 E Sprague Ave.,
Spokane Valley, WA 99206 /
Attn: Terms of Use Issues
USA

For participants outside the United States:

Fulcrum Management Solutions Ltd.
1145 Lakeview Dr, Box 2260
Rossland, BC
V0G 1Y0
Attn: Terms of Use Issues
Canada

Phone: 800-361-9027