

Be a THINKing Partner TERMS & CONDITIONS OF USE

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These Terms may change from time to time. By continuing to use the Be a THINKing Partner Application after we post changes to this Agreement, you accept the Terms as modified. We may modify these terms at any time. It is your responsibility to review the terms regularly. Changes will not be made retroactively and will be effective no sooner than seven days after they are posted. However, changes made addressing functionality or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for the 2-Way service, you should discontinue your use of the 2-Way service.

The Be a THINKing Partner Application is available only to (a) individuals who are legally capable of entering into contracts and (b) corporations and other organizations that can form legally binding contracts under applicable law. If you are not eligible, you may not sign up or use the Be a THINKing Partner Application. We reserve the right to remove or refuse the 2-Way services, for any reason, without notice and with no liability to you. We also reserve the right to change our criteria for eligibility, at any time, in our sole discretion.

You may not use the Be a THINKing Partner Application in any manner that violates any applicable federal, state, or local, or the proprietary or contractual rights of others.

The Be a THINKing Partner Application is owned by us. The Be a THINKing Partner Application is protected by copyright, trademark, and other intellectual property laws and treaties. We reserve all rights not specifically granted to you. You may not reverse engineer, decompile, or disassemble any aspect of the Be a THINKing Partner Application. You may not modify, adapt, or create derivative works from the Be a THINKing Partner Application or any content contained therein, or remove proprietary notices. Use of our 2-Way services does not entitle you to ownership of any intellectual property rights. All rights shall remain at all times the property of 2-Way Communications, LLC.

We will retain custody of all data and information collected or obtained by us from users of the Be a THINKing Partner Application.

2-Way Communications, LLC will never rent, sell, or share your personal information to a third party.

If 2-Way becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will provide notice before personal information is transferred and becomes subject to a different privacy policy.

Access to and use of the 2-Way services are at your own risk. These services are provided to you on an "AS IS" and "AS AVAILABLE" basis. We disclaim all warranties and conditions whether express or implied, of merchantability, fitness for a particular purpose or non-infringement. We make no warranty and disclaim all responsibility and liability for: (i) the accuracy, availability, timeliness, security, or reliability of the services; (ii) any harm to your mobile device or computer system, loss of data, or other harm that results from your access to or use of 2-Way services; (iii) the deletion of or failure to store or transmit information; and (iv) whether the 2-Way services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No information obtained, whether oral or written, from 2-Way will create any warranty.

When permitted by law, 2-Way will not be liable for any indirect, incidental, special, exemplary, consequential, or punitive damages, or any loss of profits, revenues, or data, financial losses, goodwill, or any other intangible losses resulting from your use or inability to use the 2-Way services.

The laws of Michigan will apply to any disputes arising out of or relating to these terms or the 2-Way services. All claims arising out of or relating to these terms or the 2-Way services will be litigated exclusively in the federal or state courts of Michigan, and you and 2-Way consent to personal jurisdiction in those courts.