

Terms of Service (last updated 05/13/2024)

Welcome to the user community forum for Thunk.AI (aka “Thunk.AI Community” or “the forum”). This is a community forum for the Thunk.AI service which is run by Thunk.AI Inc (“Company”) and is located at <https://www.thunk.ai>. The service has its own sign in process with separate terms of service and privacy policy. The current document refers to the terms of service for just the Thunk.AI Community.

By accessing and using Thunk.AI Community, you agree to be bound by these terms of use (the “Terms”). If you do not agree to all of the terms and conditions, please do not use Thunk.AI Community in any manner.

Overview: The Thunk.AI Community is a public forum where users interested in the Thunk.AI service may share information (bugs, issues, ideas, advice, etc) with each other and with members of the Thunk.AI team.

Maintenance, Suspension, Termination, Modification of Service: Thunk.AI Community may be temporarily unavailable from time to time for maintenance or other reasons. We may restrict or terminate your access to all or any part of Thunk.AI Community without prior notice or explanation, and without liability. We may also limit your access to Thunk.AI Community if your usage is deemed to be excessive or affecting service performance or functionality, or negatively affecting the experience of other members of the forum.

User Responsibilities: You must be 13 years or older to use this forum. You are solely responsible for any messages you post on Thunk.AI Community. We have no ability to control the messages created, but we reserve the right to modify or remove them at our discretion. Your use of content provided by other users is at your own risk and additionally governed by any terms that you establish with those users.

You agree not to share your account with others. You are responsible for all activities on your account. You agree not to use the service in any way that causes, or may cause, damage to the forum or impairment of the availability or accessibility of the service. You agree not to use the forum for unlawful, illegal, fraudulent or harmful activities, including but not limited to hate, harassment, violence, political manipulation, spam, or malware. Any such use will result in your removal from the forum.

User Content: The term “User Content” means any Content that a user submits to Thunk.AI Community, including templates, stickers, descriptions, testimonials, feedback, comments, suggestions, requests, questions or other inquiries. The term “submit” includes submitting, posting, uploading or otherwise making available User Content on or through the forum.

You are responsible for any User Content you submit to the forum. You do not lose any ownership rights you may have to User Content that you submit, but you understand that the

User Content will be publicly available. By submitting User Content, you grant us and, at our sole discretion, other Thunk.AI Community users a worldwide, non-exclusive, royalty-free, irrevocable, perpetual, fully-paid, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, and publicly display and perform your User Content in any form or format and through any media (including, for Company, in connection with our products and services and in our marketing and publicity). If your User Content contains your name, image or likeness, you waive any claim under any rights of privacy or publicity (including under California Civil Code 3344 and similar laws) related to use of the same in connection with use of your User Content.

External services:

[Hosting on Discourse.Org](#): The Thunk.AI Community is hosted on discourse.org. The terms of service for discourse.org are [here](#). Over time, we may enable analytics and tooling on the forum which might involve additional sub-processors for that purpose.

Trademarks:

Thunk.AI is a trademark of Thunk AI, Inc. All other trademarks are property of their respective companies. All trademarks and registered trademarks are protected by US and international trademark laws.

Links to Other Websites; U.S. Only: Thunk.AI Community may contain (or you may access through the forum) links to other websites controlled by third parties (“Third Party Content”). We are not responsible for any Third Party Content accessed through the forum or content provided by third parties. You should use your judgment in relying on Third Party Content.

Thunk.AI Community is designed for users located in the United States only. Your use of Thunk.AI Community is subject to all applicable local, state, national and international laws and regulations.

No Warranties: Thunk.AI Community, and all content, Third Party Content, products and services included in Thunk.AI Community are provided “as is,” with no warranties whatsoever. We disclaim all warranties of any kind, expressed or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. We do not represent or warrant that Thunk.AI Community will meet your requirements or that it will be uninterrupted, timely, secure, or error free. Use of Thunk.AI Community is at your sole risk. We are not responsible for any damage that results from your use of Thunk.AI Community.

Limitation of Liability: Under no circumstances shall we be liable to you on account of (i) your use or misuse of or reliance on Thunk.AI Community or content contained therewith or (ii) your inability to use Thunk.AI Community, or the interruption, suspension, or termination of the site (including such damages incurred by third parties). We will not be liable to you for incidental, special, indirect, punitive or consequential damages. In no event shall our liability or that of our officers, directors, and employees for any damages arising out of your use of Thunk.AI Community exceed \$100. Such limitation of liability shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

Indemnity: You agree to indemnify and hold us, our subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of your use of Think.AI Community.

Miscellaneous:

Waiver and Severability of Terms. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding its conflict of law provisions. We both agree to submit to the exclusive jurisdiction of the state and federal courts of King County, Washington.

Statute of Limitations. We each agree that any cause of action arising out of or related to Think.AI Community must commence within one year after the cause of action arose; otherwise, such cause of action is permanently barred. Some jurisdictions may prohibit the shortening of the time period in which a cause of action must be brought. In all such jurisdictions, the applicable time period shall be the minimum allowed by law.

Changes in Terms of Use: We reserve the right to modify these Terms from time to time. If we modify these Terms, we will indicate that we have done so by updating the date above. Your continued use of Think.AI Community constitutes your acceptance of any modified Terms.