

Terms of Use

Updated 11 February 2025

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

BY ACCESSING AND/OR USING THE SERVICE, YOU ARE AGREEING TO ALL TERMS AND CONDITIONS.

These terms and conditions govern your use of the Service. “Service” is defined as the wefoundthat.com website (“Website”), desktop application (“Application”), platform delivering the Service (“Host”) operated on behalf of FoundThat, LLC (Company, “we”, “us”, “our”), and any content, tools, features, functionality, instructions, and resources offered on or through these Service components. For the purposes of these Terms and Conditions, “you” and “your” means you as the user of the Service, and “Service Partners” means the third parties (their products and services) we use to deliver the Service.

1.0 Use of Service

1.1 License Grant

Subject to your compliance with all Terms and Conditions, we grant you a non-exclusive, non-transferable, non-assignable, non-sublicensable license to use the Service solely for your own personal use. All title, interest and ownership of the Service, including improvements, modifications, enhancements, and derivative works remain in Company or Company licensors.

If you use the Service on behalf of an organization, you are responsible for ensuring your use of the Service complies with all requirements of such use within that organization and you assume any and all liability for your actions.

1.2 Signup/Access

To use the Service, you will register as a user by providing a valid email address, password (you create) and other information we ask for. You will enter your email address (username) and password each time to use the Service.

You must treat this information as confidential and not disclose it to any third parties. You are responsible and liable for any use of Service through your account, including anything that breaches any Terms of Use. If You know or suspect anyone other than you knows your username and password, you must promptly notify us at support@wefoundthat.com.

If we suspect a breach of this clause, we may suspend or terminate your access to the Service, with no advance notice, and seek other remedies we may have.

1.3 Fees

There are no fees if you are on a free trial or your use is part of an agreement between us and an organization. We will charge fees to the relevant organization if there’s an agreement in place and it applies to you.

Everything else requires payment of fees. When you sign up as a user, you agree to pay the current fees on the Website. In return for your fee payment, and subject to these Terms of Use, we give you access to the Service for the period of service for which you paid. All fees must be paid in advance by credit card.

Your annual subscription will automatically renew for another 12 months at the then-current price unless you cancel prior to your renewal date. To avoid being charged for the next year, you must cancel via your account settings prior to your renewal date. We may suspend or terminate your access to the Service, with no advance notice, for nonpayment.

No refunds, whole or partial, are offered.

Our fees do not include any taxes, duties, or other charges that may be required. We will increase the invoiced amount to cover any such taxes that apply to your purchase.

1.4 Service Operation

You are responsible for configuring your own hardware, software, internet connections, and any other equipment or Service needed to download, install, and use the Service. We do not guarantee that the Service can be used on a certain device, or with any certain software, browser, or service plan.

We collect and use personal information as part of the Service. We also use cookies (small tracking devices in web browsers) to enhance your Service experience. How we handle personal information and cookies is defined in our Privacy Policy which is included as part of this agreement.

You understand and agree that:

- You use our Service at your own risk. We do not represent, guarantee, or warrant that the Service will be error free, uninterrupted, or work with or be compatible with certain devices, software, systems, internet browsers, service plans, data, or resources.
- Accessing and using online services/applications introduces risks including, but not limited to, unauthorized use or theft of data, introduction of viruses and other security issues. In accessing and using the Service, you assume any and all responsibility and liability for these risks. We offer no representation, warranty, or guarantee regarding your data, computer and systems operations, security, or anything else related to your use of the Service.
- You shall not introduce (knowingly or not) any viruses or other forms of malicious software to the Services.
- The Service uses links to other sites, resources, and applications provided by third parties, and we have no control over the contents, systems, operations practices, business practices, and actions of these third parties. We have no responsibility or liability for Service interruptions or issues caused by third parties or you linking to third party sites.

2.0 Use Restrictions

You must not:

- Use the Service for service bureau or time-sharing purposes or in any way allow a third party to access the Service.
- Modify, disassemble, decompile, reverse engineer the Service (or any portion), or create derivative works of the Service (or any portion).
- Rent, lease, loan, or transfer the Service (or any portion) to a third party.
- Share non-public features or content of the Service with any third party.
- Access the Service to build a competitive product or service; or copy any ideas, features, functionality, graphics, workflows, or content of the Service.
- Do anything to compromise the security or privacy of our systems or the information stored on them.
- Not attack our Service with any virus, denial-of service attack or any other malicious action.

If we suspect a breach of this clause, we may suspend or terminate your access to the Service, with no advance notice, and seek other remedies we may have.

3.0 Ownership

3.1 No Service Ownership

You agree that all title, interest, and ownership rights in and to the Service, including any improvements, modifications, enhancements and derivative works, are and shall remain in Company or Company's licensors. You agree not to take any actions to pursue title, interest, or ownership or contest Company or Service Partners rights in this matter for any reason.

3.2 Feedback Ownership and Rights

We collect Feedback defined as information on use of the Service, user comments, and improvement suggestions. You agree that:

- Our Feedback collection or your submittal of Feedback shall not give or grant you any title, interest, or ownership rights in the Service, any derivative works, or the Feedback.
- All Feedback becomes the sole and exclusive property of the Company, and we may use and disclose Feedback in any manner and for any purpose, without notice or compensation to you, and you retain no proprietary or other right or claim to such Feedback.
- You hereby assign to Company any and all right, title, and interest to any and all intellectual property rights (in any form) that you may have in and to any and all Feedback.

4.0 Additional Terms

4.1 Disclaimer of Warranty / Limitation of Liability. THE SERVICE MAY HAVE ERRORS AND INTERRUPTIONS. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY AND ITS SERVICE PARTNERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE TOTAL LIABILITY OF COMPANY AND ITS SERVICE PARTNERS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$50. IN NO EVENT SHALL COMPANY AND ITS SERVICE PARTNERS HAVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.2 Indemnification

You agree to defend, indemnify, and hold Company and its Service Partners harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) incurred by Company or Service Partners arising out of or in connection with (a) your violation or breach of any term of this agreement or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your access to or use of the Service; (d) Your content or the use of other's content; or (e) your negligence or misconduct.

4.3 Termination

If we suspect you have breached any term of this agreement, for any reason, we may suspend or terminate your access to the Service, without advance notice, and seek other remedies we may have.

4.4 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of Minnesota, United States. Minnesota without reference to conflict of laws or principles. Venue for all legal proceedings arising out of this Contract shall be in the state court with competent jurisdiction in Dakota County, Minnesota.

4.5 Updates

We may update these Terms of Use from time to time and note the date of such updates at the top of this Terms of Use document. For material changes to the Terms of Use, we may use reasonable notification efforts like email or prominent notice on the Website. It's your sole responsibility to review the Terms of Use from time to time for any changes. Updated terms will be effective as of the time of posting on the Website. Your continued access or use of the Service after any updates become effective shall be deemed acceptance of such updated terms

4.6 Miscellaneous

If any provision of this Terms of Service is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement shall remain in full force and effect. The waiver by any party of any breach of this agreement, or any delay in exercising action related to a breach, shall not be deemed or construed as a waiver of any other prior, present, or subsequent breach of this agreement. The Company may assign the terms and any licensed use of the Service at its sole discretion, but you may not assign anything without the prior express written consent of the Company. If you choose to access the Service outside the United States, you do so at your own risk, and you are responsible for complying with any and all applicable laws, regulations and practices related to such access.

Contact us at support@wefoundthat.com regarding any questions/comments on the Services or Terms of Use.