

Pivotal Leaders Privacy Policy and Terms of Use

Pivotal Investments LLC (“**Pivotal Investments**”) has organized and manages the Pivotal Leaders program. Pivotal Investments is focused on early stage venture capital with the goal of delivering superior financial returns through investments in companies, primarily in the Northwest, that will be leaders in the emerging sustainable economy. The sustainable economy is characterized by a dramatic shift in the demand for clean energy, safe water, clean air, “green” materials and sustainable agriculture. The Northwest, characterized by its relevant early adopter market, strong policy support, enabling technologies, motivated entrepreneurs and access to large markets like California and China, provides a unique investment opportunity in scalable companies targeting the sustainable economy

Pivotal Investments created the Pivotal Leaders network to help identify and recognize the top prospective business leaders in the Northwest and while Pivotal manages the program, it will not be responsible for the actions of the Pivotal Leaders.

Privacy Policy

The Pivotal Leaders program will use this website (“**Pivotal Leaders Website**”) to collect nominations for Pivotal Leaders. These nominations will include names, email addresses and other related information. The information submitted to Pivotal will be used by Pivotal Investments and its business partners to identify and select Pivotal Leaders and for contacts related to the business activities of Pivotal Investments. Nominations and all nomination information may be shared with other nominees as part of the selection process and with other members of the Pivotal Leaders Program. The Pivotal Leaders list will be publicized and a list will be maintained for public access, and Pivotal has high hopes for the contribution Pivotal Leaders will make.

Pivotal Investments will not sell or rent any information submitted through the Pivotal Leaders Website to nominate Pivotal Leaders. Pivotal Investments may share this information as it determines to further the Pivotal Leaders program, and may use it for its own business purposes.

Any person nominated to be Pivotal Leader can request by email or letter to Pivotal Investments at any time that Pivotal Investments delete his or her information, and Pivotal Investments will promptly remove that person’s information from the Pivotal Leaders program and Pivotal Investments’ records.

Any person nominated to be a Pivotal Leader can request by email or letter to Pivotal Investments a change in the information stored by Pivotal Investments relating to that person, and Pivotal Investments will correct any inaccurate information upon receipt of such request.

Once a person is selected as a Pivotal Leader, Pivotal Investments will make public that person’s name, email, title and employer, and for as long as Pivotal Investments determines it will maintain an online directory of such information for all Pivotal Leaders.

Any emails or information sent to Pivotal Investments except for Pivotal Leader nominations are non-confidential and Pivotal Investments may use the email and its contents in any way it determines, publicly or privately.

Terms and Conditions

By using the Pivotal Leaders Website, you agree as follows:

Ownership. The Pivotal Leaders site is owned by Pivotal Investments. All content on the Pivotal Leaders Website is to the extent protected by copyright law copyright © Pivotal Investments LLC 2010 and each year thereafter. All rights are reserved by Pivotal Investments. Pivotal Investments and Pivotal Leaders are trademarks owned by Pivotal Investments.

Use. You may use the Pivotal Leaders Website for your personal or professional information needs, but not for any other reason or in any way prohibited by these Terms and Conditions. You may not copy or make any derivative works of any of the artwork or other content of the Pivotal Leaders Website except that you may use the information contained in the Pivotal Leaders Website regarding the Pivotal Leaders program and the named Pivotal Leaders as long as you properly attribute such information to the Pivotal Leaders program. You may use the Pivotal Leaders logo as long as you comply with the logo use license terms below.

Logo Use. You may use the Pivotal Leaders logo in the form it is posted on the Pivotal Leaders Website in connection with references to the Pivotal Leaders program or to Pivotal Leaders as long as the logo has the “tm” symbol and in a reasonable location you note that the logo is the trademark of Pivotal Investments LLC. You may not change the Pivotal Leaders logo or make any derivative works of it, or use it in any way other than as permitted in the preceding sentence.

Suggestions and Comments. By submitting any suggestions or comments to Pivotal Investments, you are granting to Pivotal Investments the right to use the idea, information and other content sent to Pivotal Investments in any way Pivotal Investments chooses without obligation to you for attribution, payment or otherwise.

Restrictions. You agree that you will not use the Pivotal Leaders Website or any information from it in violation of any statute, regulation, code, ordinance or other legal requirement. You will not interfere with the operation of the Pivotal Leaders Website, or try to hack into, disrupt or damage the operation of the Pivotal Leaders Website or the computers and databases associated with it.

Revision. Pivotal Investments may revise these Terms and Conditions or the Privacy Policy at any time, and revisions are effective upon posting by Pivotal Investments.

Changes and Termination. Pivotal Investments may change or terminate the Pivotal Leaders Website at any time in its discretion without any notice.

No Damages. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, PIVOTAL INVESTMENTS HEREBY DISCLAIMS AND WILL HAVE NO LIABILITY FOR ANY DAMAGES ARISING FROM YOUR USE OF THE PIVOTAL LEADERS WEBSITE, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE, WHETHER OR NOT PIVOTAL INVESTMENTS HAS BEEN INFORMED OF THE LIKELIHOOD OF ANY OF SUCH DAMAGES, AND WHETHER OR NOT THIS PROVISION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.**

Governing Law and Exclusive Jurisdiction. You agree that all matters relating to your access to and use of the Pivotal Leaders Website will be governed by the laws of the State of Oregon and the federal laws of the United States of America without regard to the principles of conflicts of laws. You agree to the exclusive personal and subject matter jurisdiction and venue of the state and federal courts located in Portland, Oregon, United States of America for any dispute arising from or relating to the Pivotal Leaders Website or program.