PlaceSpeak User Guide

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User Guide

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www.placespeak.com

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Introduction to PlaceSpeak

PlaceSpeak is a location-based public consultation platform. Its mission is to authenticate the online consultation process in an open, accessible, transparent, verifiable and defensible manner.

GeoSocial Platform

PlaceSpeak enables a new approach to online consultation. Rather than setting up and recruiting participants for each new consultation on a one-off basis, PlaceSpeak has applied a social networking approach and serves up multiple consultations to participants based on their preferences. It both connects citizen participants to their addresses online and provides multiple opportunities to engage. PlaceSpeak has been designed to simultaneously protect privacy and generate reliable place-specific feedback data. It encourages civic participation by keeping citizens informed and authenticating their input. PlaceSpeak uses a geosocial model where participants are aggregated and are able to connect to any new Topic according to their location and interests.

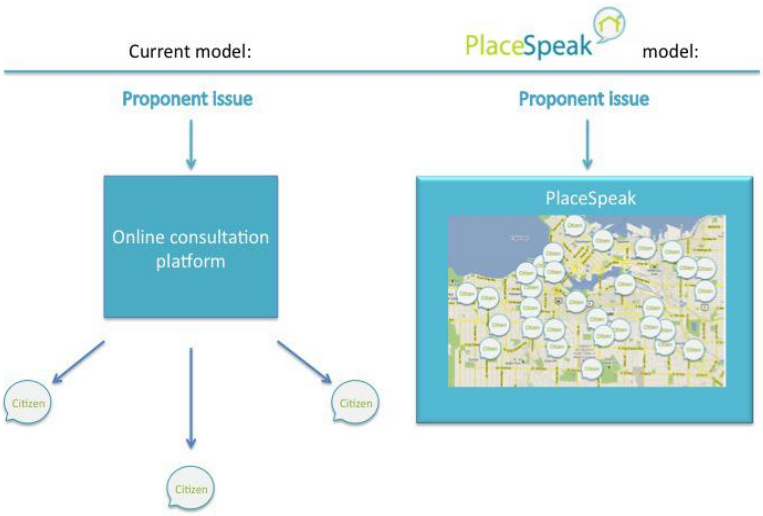

Figure 1 - GeoSocial Model

2-Sided Market

PlaceSpeak utilizes a "2-sided market" similar in that it provides a service for the general public ("Participants") which use the service for free, and also provides a service to customers ("Proponents"). PlaceSpeak uses a software-as-a-service model, which allows it to protect the privacy of its users.

User Guide

Create a Personal Profile

The first step in using PlaceSpeak either as a Participant or a Proponent is to create a personal profile.

Sign up

In order to become an Administrator or Moderator of a consultation Topic, it is first necessary to create a profile. Creating a profile is a two-step process which requires a street address and email loop to complete the process. In addition to email, Facebook or Twitter IDs can be used to register and use single sign-in.

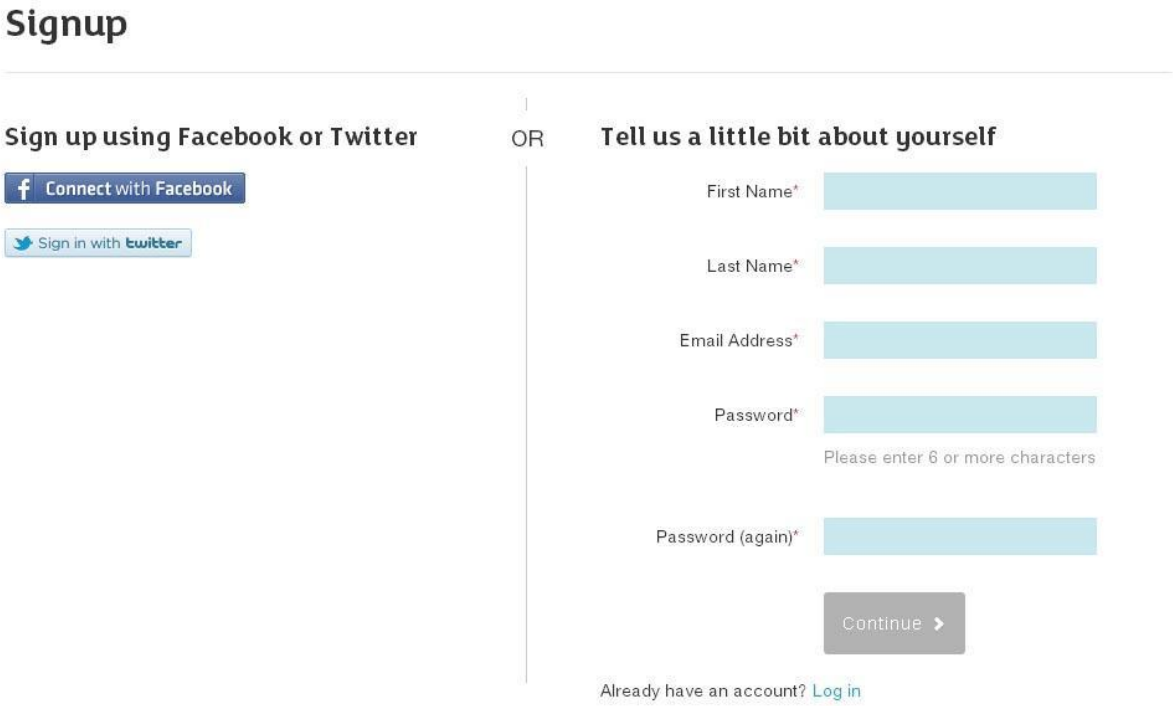

Figure 2 - Signup

Video tutorial for sign up: http://vimeo.com/57484728

A series of automated checks occur when the account is first registered. PlaceSpeak uses Google Maps API as its mapping base. This service verifies that a real address has been input. It performs a series of other checks such as Latitude and Longitude and PIN. https://developers.google.com/maps/ PlaceSpeak also uses a third party service called Maxmind which provides IP geolocation and fraud services. http://www.maxmind.com/en/home

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Add Place

First register your Home Address. It is possible to add other places, like your Work and Recreational Property afterwards. Optional fields include Property Time and Ownership Type (i.e Own / Rent).

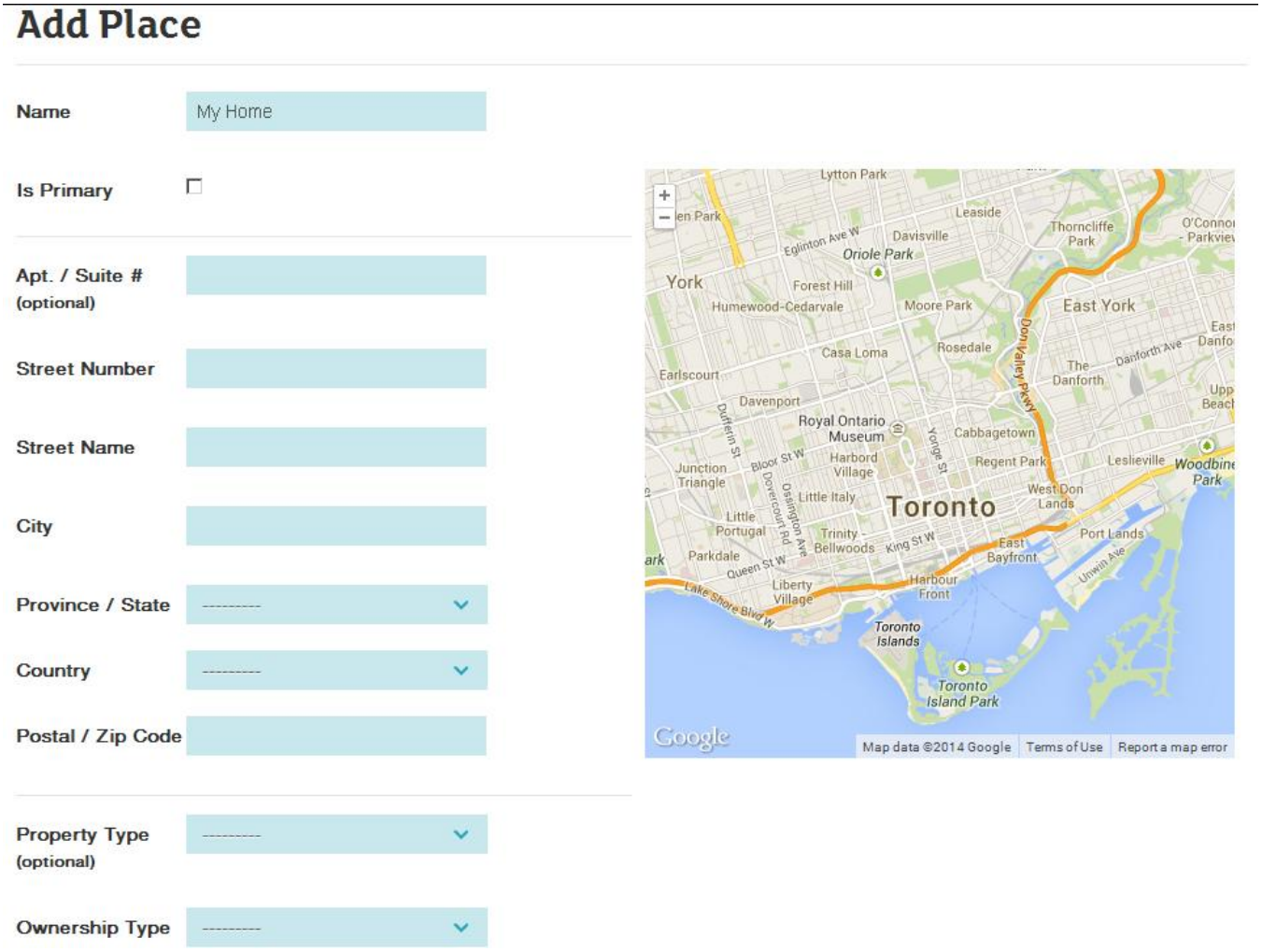

Figure 3 - Sign up Address detail

Address Verification

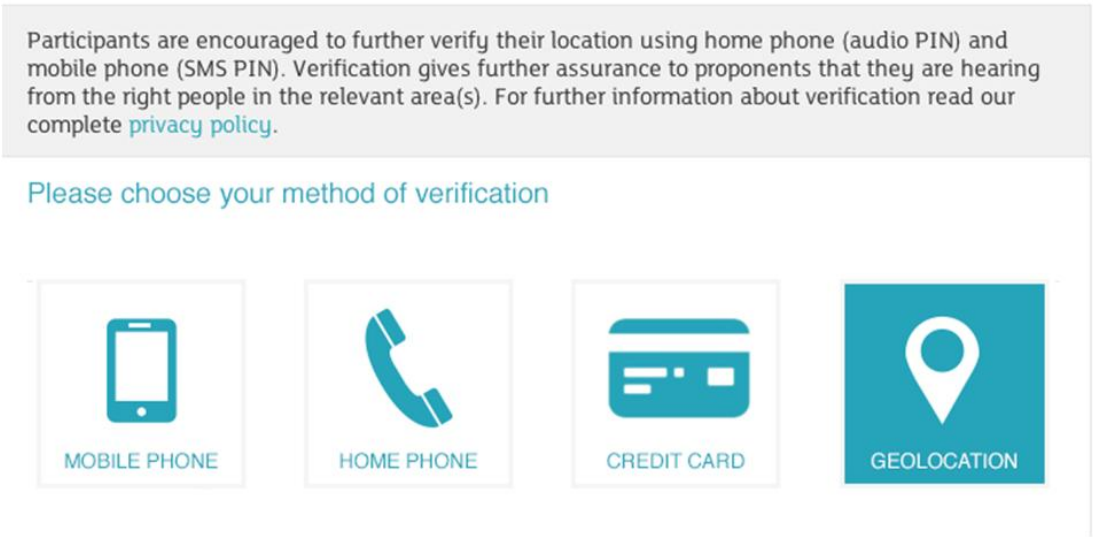

Figure 4 - Additional Verification Methods

Proponents can choose to require additional levels of verification on certain Topics. PlaceSpeak uses twilio for Home and Mobile Phone Authentication. http://www.twilio.com/

In order to verify your location through geolocation you must be currently located at the address you are trying to verify. The sharing of address only happens when the geolocation verification is occurring. It is not stored or used at any other time.

Verification provides the assurance that users are indeed residing at the address they provide, ensuring a secure and trusted environment. You must be currently located at the address you are trying to verify.

When verifying, your browser will prompt you to temporarily share your location, the sharing of location will be used solely and only by PlaceSpeak for the purpose of verification.

Your shared location is not stored by PlaceSpeak or used for any other purpose or at any other time other than for the purpose of geolocation verification of your address.

PlaceSpeak is currently working on several other authentication initiatives that will be released in 2014.

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Personal Profile

The personal profile is map-centric and is centered on your home. It displays Topics that you are connected to, and for Administrators, your Topics and Organization details. In addition to your Home, you can add Places including your work and recreational properties if you want to be informed of Topics in those areas as well.

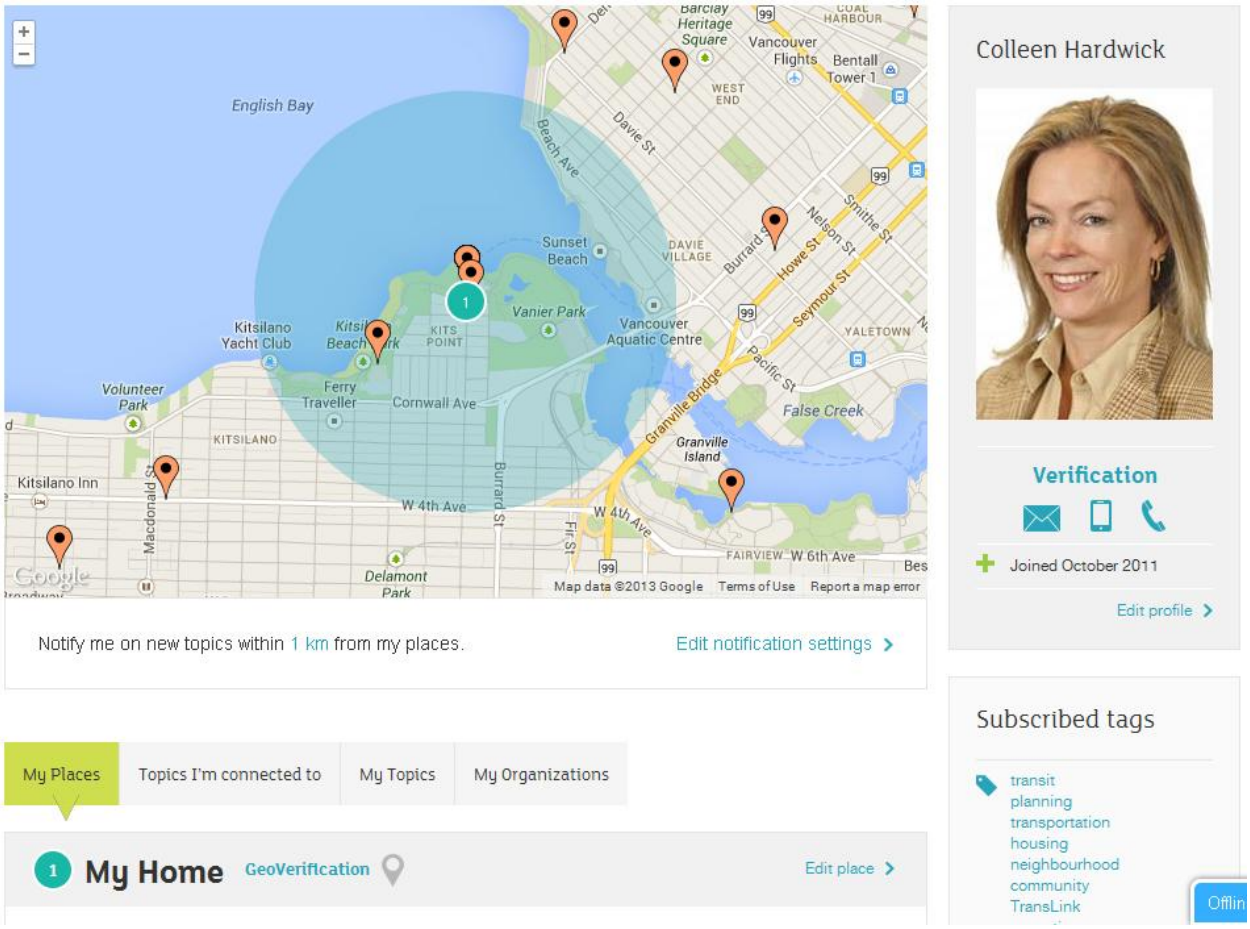
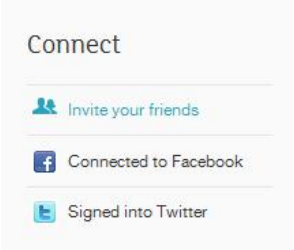


Figure 5- Sample Personal Profile



Social Media Integration is provided throughout PlaceSpeak including in the Personal Profile where Participants are encouraged to invite their friends and neighbours.

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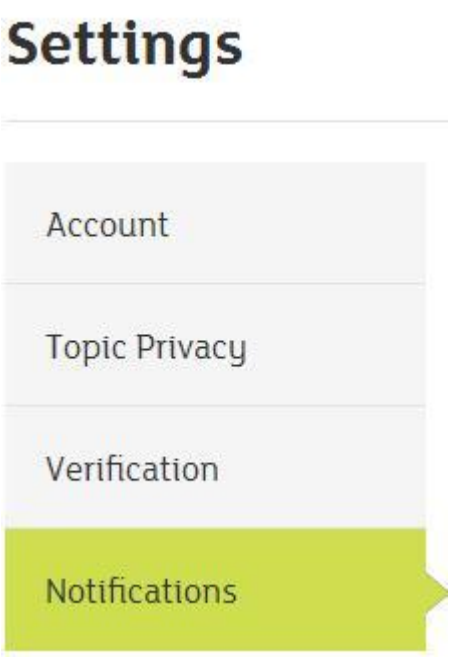
Once registered, Participants have the following menu items to select from:



Account	Name, Photo, Email, Password, Facebook, Twitter
Topic Privacy	Select Name, Photo, Disconnect from Topic
Verification	Mobile Phone, Home Phone, Geolocation
Notifications	Frequency, Distance, Options, Keywords

Accessibility

The user interface design of PlaceSpeak was produced by FCV, an award-winning digital agency. http://www.fcv.ca/agency/services The FCV user-centred design practice includes WCAG2.0 and ARIA accessibility.

Privacy

PlaceSpeak has been specifically engineered to protect individual privacy. When citizens register, their private information, specifically their address and email address, are stored with their Profile and not shared with the Proponent of the consultation Topic. The Proponent relies on the fact that the individual has been vetted as a real person at a location. In this way, the Proponent is shielded from FOIPPA sensitive information and the Participants' private information is similarly "firewalled" from outside scrutiny. Participants can further choose whether or not they want their name and image to appear in public Discussions. In the unlikely event of a Privacy Breach, PlaceSpeak would inform the affected parties.

Figure 6 - Privacy Flow Diagram

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Start a Public Consultation

Once you have created your Personal Profile you can then start your own public consultation. You will first be asked to Create a new Organization. Approved Managers will access from a dropdown in their Profile badge labelled “My Organizations”.

Organization Dashboard

The Organization Dashboard is used to organize your Topics and is accessible only by Managers, as opposed to Administrators of individual consultation Topics. Managers can create new Topics, which activate a new license. The following is a summary of each tab in the Organization Dashboard:

- **Account** - your organization’s contact information
    - Add Address
    - Add Communications coordinates
- **Managers** - only managers have ability to add new topics
    - Invite Manager with email address

Select Organization

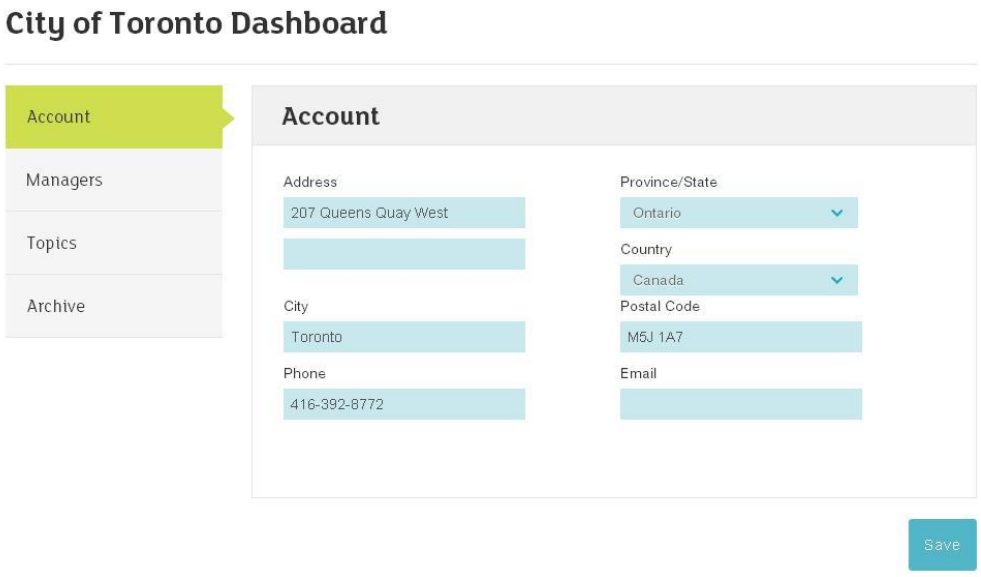

Figure 7 - Organization DashBoard Account View

- **Topics** - Add and Manage Consultation Topics
    - Add New Topic+
    - Edit Topic / View Topic
    - Metrics (#)
        - viewers
        - comments
        - connected participants
    - Archive Topic

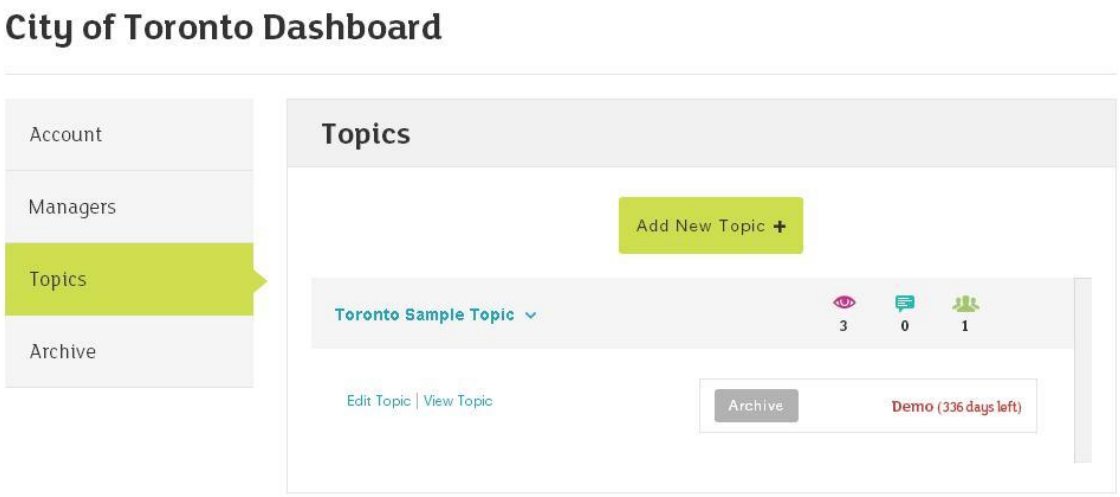

Figure 8 - Organization Dashboard Topic List View

- **Archived Topic** List
  List of Topics that have been archived by the organization.

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Consultation Channel

Once one or more Topics have been created, the Proponent may choose to create an iFrame consultation channel to embed in their website, powered by PlaceSpeak. This would consist of a central map displaying all consultation topics associated with the Organization. Each "push pin" icon links to the relevant Topic page, and delivers a corresponding popup view.

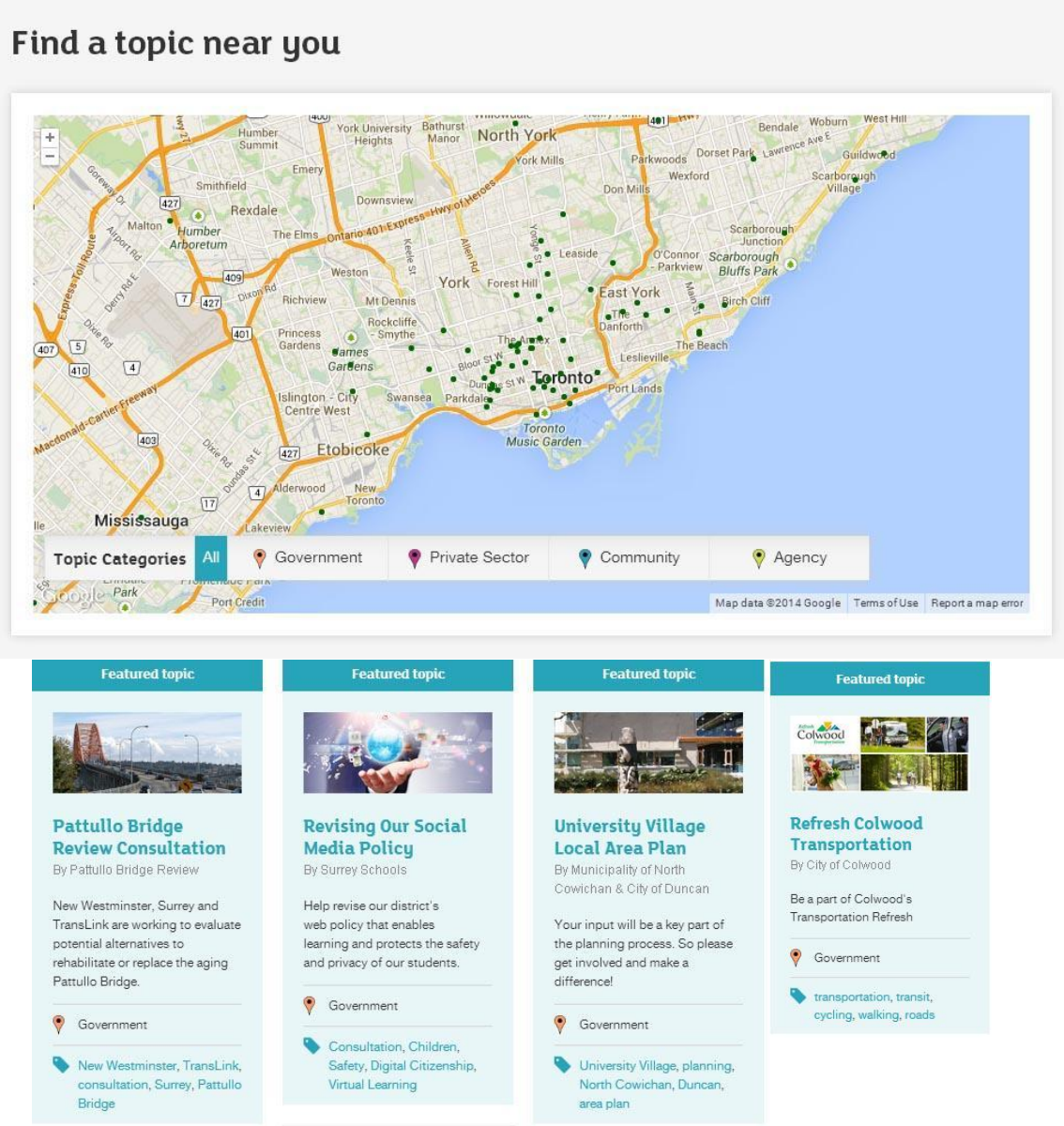

Figure 9 - Consultation Channel iFrame

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Add + a New Topic

When you first create a new Topic page from the Organization Dashboard, you will see the following menu items. Fill in the following fields to populate your Topic page.

- **Publisher -** Select Distance for Notifications (between 0.5 and 100 kilometres)
- **Preview / Edit** buttons - toggle between to see your work
- **Notify** - Notify the connected participants as you update the topic.
- **New Topic Editor (beta)** - A/B testing new interface – if enabled
- **Topic Title*** (maximum 50 characters)
- **Category** - Government
- **Invite to topic**

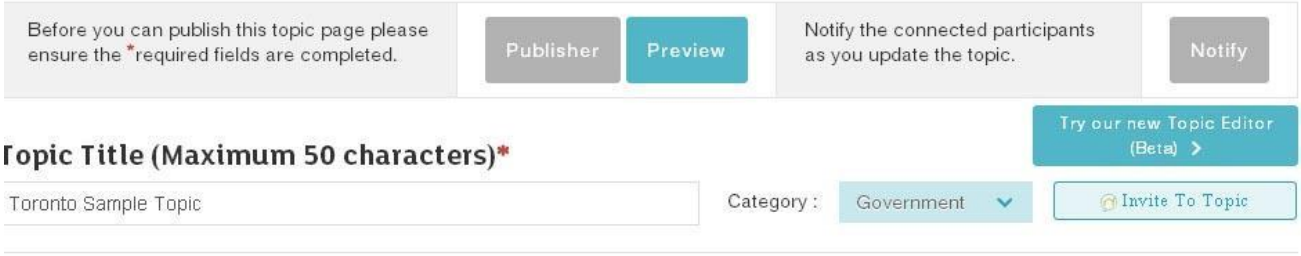

Figure 10 - Topic Edit Upper Menu Bar

- ***Required Field**** - *minimum required for List View and Search*
- **Vanity URL** - choose a simple and memorable name - short, clear and descriptive

Help tips are included throughout the dashboard by clicking on the black circle with a **(?).** These take the form of text `tooltips` and video tutorials.

Content

When you are ready to set up your Topic, start to assemble your content in advance. All content will remain in Draft form until such time as it is published. The responsibility for the quality of the content falls squarely on the Proponent. Successful deployment of PlaceSpeak depends on the incorporation of well thought-through information. You will work through the Topic Edit Menu on the left hand side of the screen to systematically add content to your topic page.

Publishing Manager

Once you have assembled all the pieces of your Topic page, you are ready to publish your Topic to make it live and viewable by the public. To publish, click on the Blue publish button beside the Preview Button. The Publishing Manager controls the Opening and Closing dates and times of the consultation Topic.

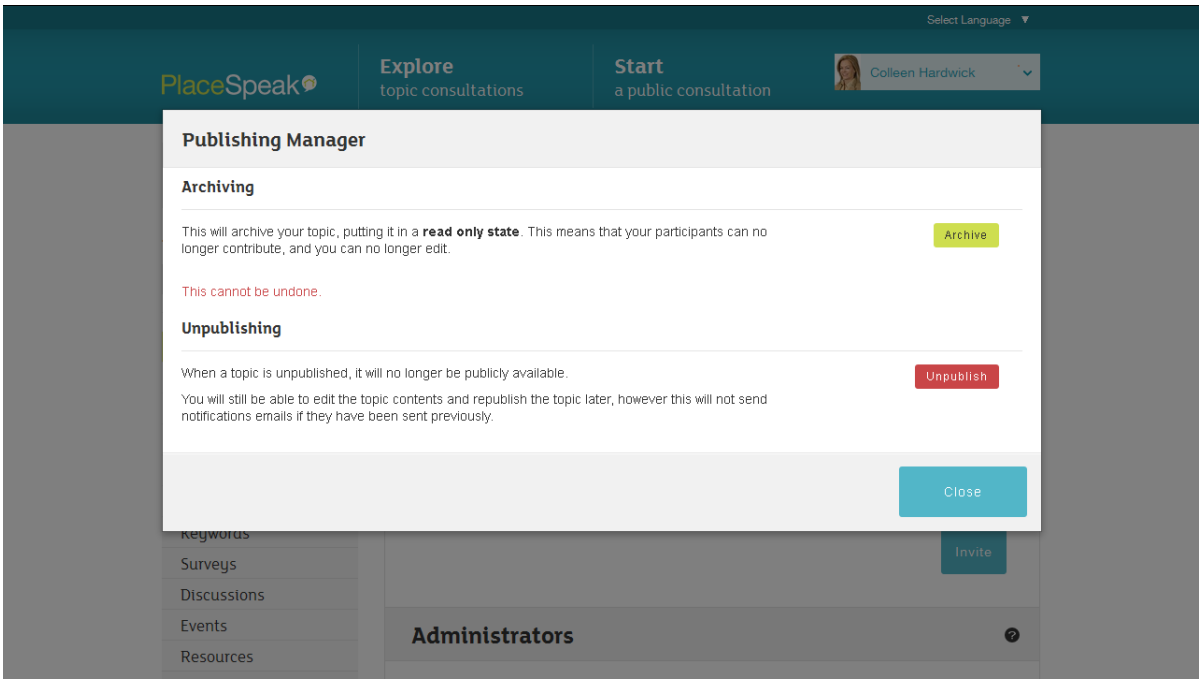

Figure 11 - Publishing Manager

Archiving

Once your Topic is completed, you should archive it. Once archived, Topics are no longer editable, nor can participants add any further feedback. All feedback obtained in the form of Reports is retained after the consultation is closed. 1 Archived Topics are still searchable.

Unpublishing

It is possible to un-publish Topics.

[1] Requirement #9

Notifying Existing Participants

When you publish your topic, a notification email can be delivered to an existing base of participants based on the distance to your topic (0.5 - 100 KM) or the keywords that you have chosen for our topic.

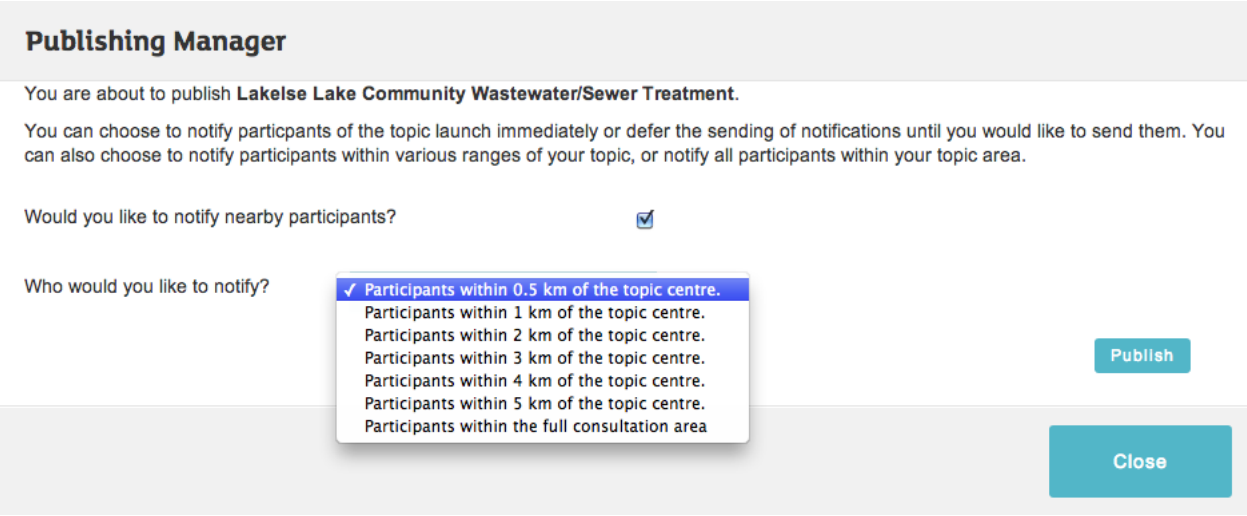

Figure 12 - Notification Distance

Notify

PlaceSpeak provides a tool for sending customized email notifications to connected participants. It uses a WYSIWYG editor, so you can craft the message to display to suit your purposes. You can embed images, links and tables into notifications.

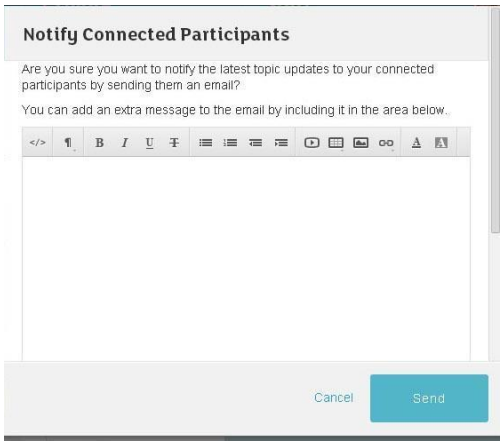

Figure 13 - Notification popup

Invite to Topic

Use the invitation feature that is built into your PlaceSpeak topic page to directly invite individuals by inputting their email addresses, importing address books, or through Facebook. Supporting email clients include; Outlook, Gmail, Hotmail, Yahoo. PlaceSpeak uses Sendgrid to deliver the invitation emails. http://sendgrid.com/

You can add an optional message and also select which topic you wish to invite participants to connect with and further personalize the message.

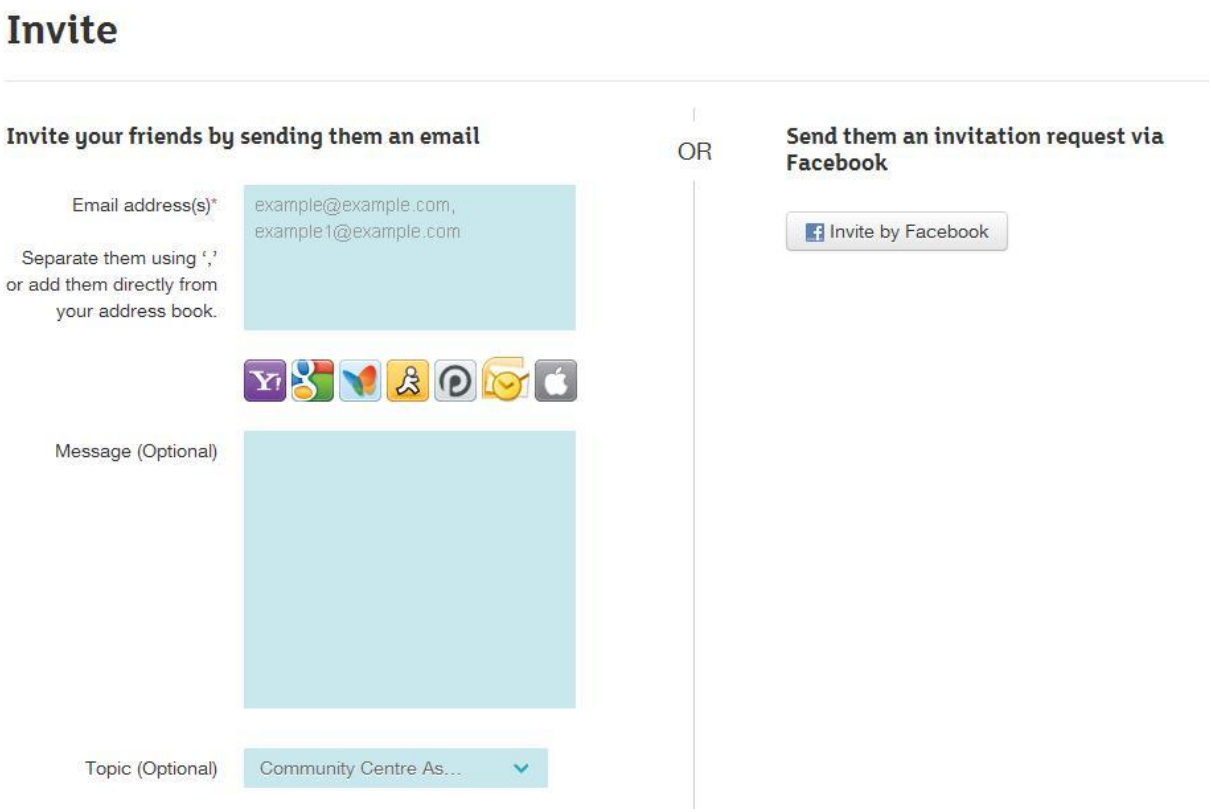

Figure 14 - Invitation

The Invitation feature is available on both sides of the platform – for Participants as well as Proponents.

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Basic Topic Page layout

Once you have created your new Topic it will be visible in draft form only to administrators. It contains components that correspond to the Topic Edit menu detailed below. Once published all content will be visible to the public whether or not they register or sign in. Registration is only required where participants wish to contribute feedback.

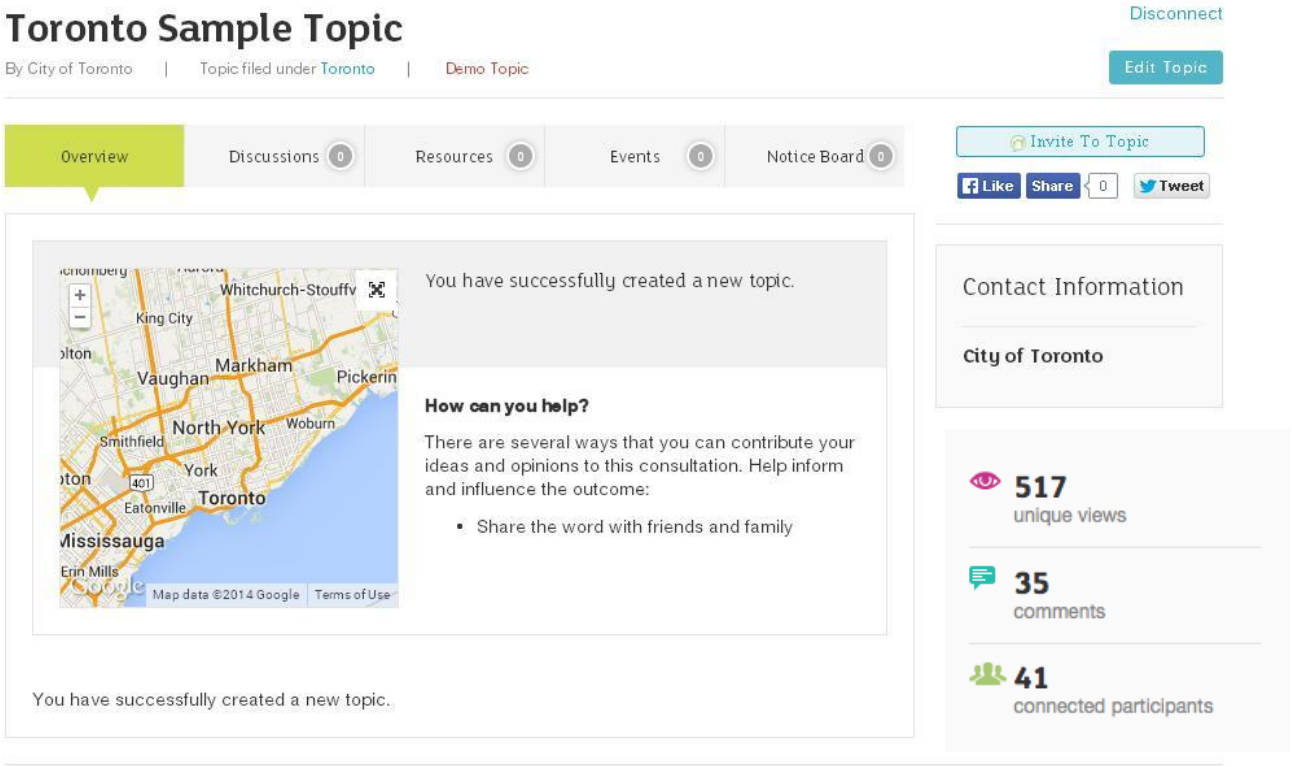
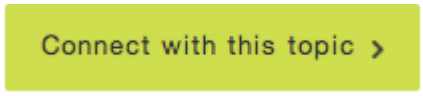


Figure 15 - Basic Topic Page layout

Connect Button

When Participants click on the **Connect to Topic** button, they are recordable as data points and also accept the terms of use, including those of the individual Proponent.



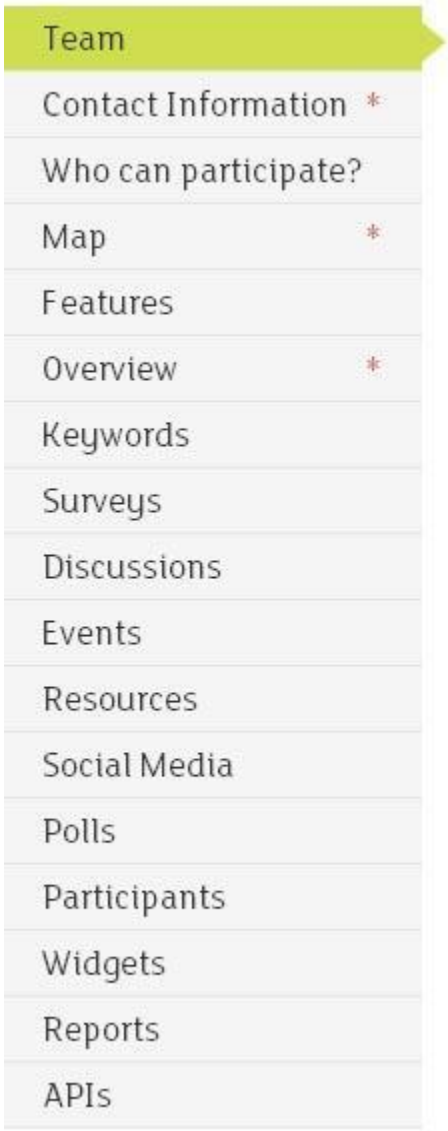
Participants Metrics

Once a base number of 25 are achieved, participants' metrics will appear on the Topic page.

Topic Edit Menu

PlaceSpeak is currently conducting A/B Testing of its original Topic Editor and new version which incorporates feedback gathered over the last year. Proponents can select one or other of the Topic Edit Menus.

Original Topic Edit Menu



New Topic Edit Menu

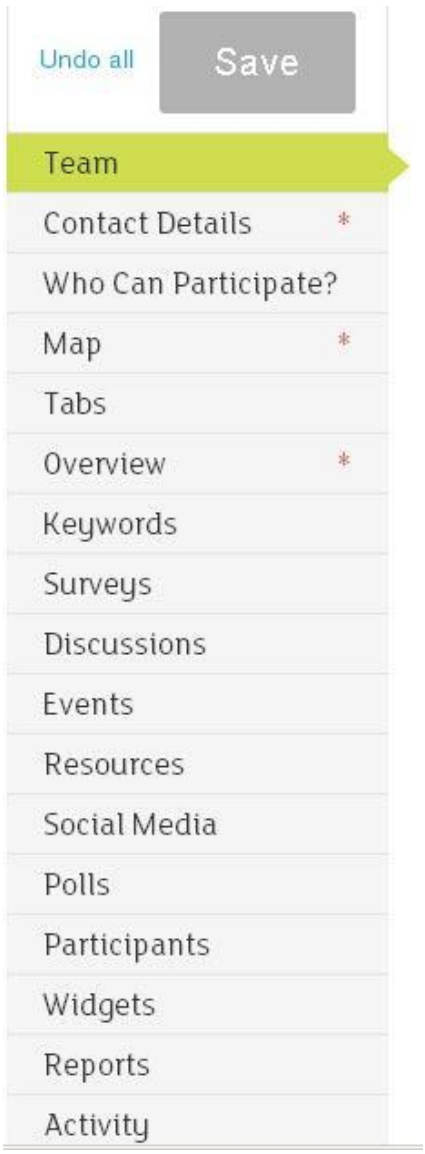


Figure 16 - 2 Choices of Topic Edit Menu

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Team

You can invite multiple team members to help you manage your Topic page. Team members will receive an email notification of their role, but they must first be a PlaceSpeak member to access your page in that capacity. Your administrators can add, edit, add delete all data on your page. A moderator can only post, edit, and delete comments in discussion forums.

- **Administrators** - Administrators can edit content and assign roles in specific topics.
- **Moderators** - Moderators can only post, edit, and delete comments in notice boards and discussion forums. Moderators can also block abusive users. Administrator and moderator roles can be changed.

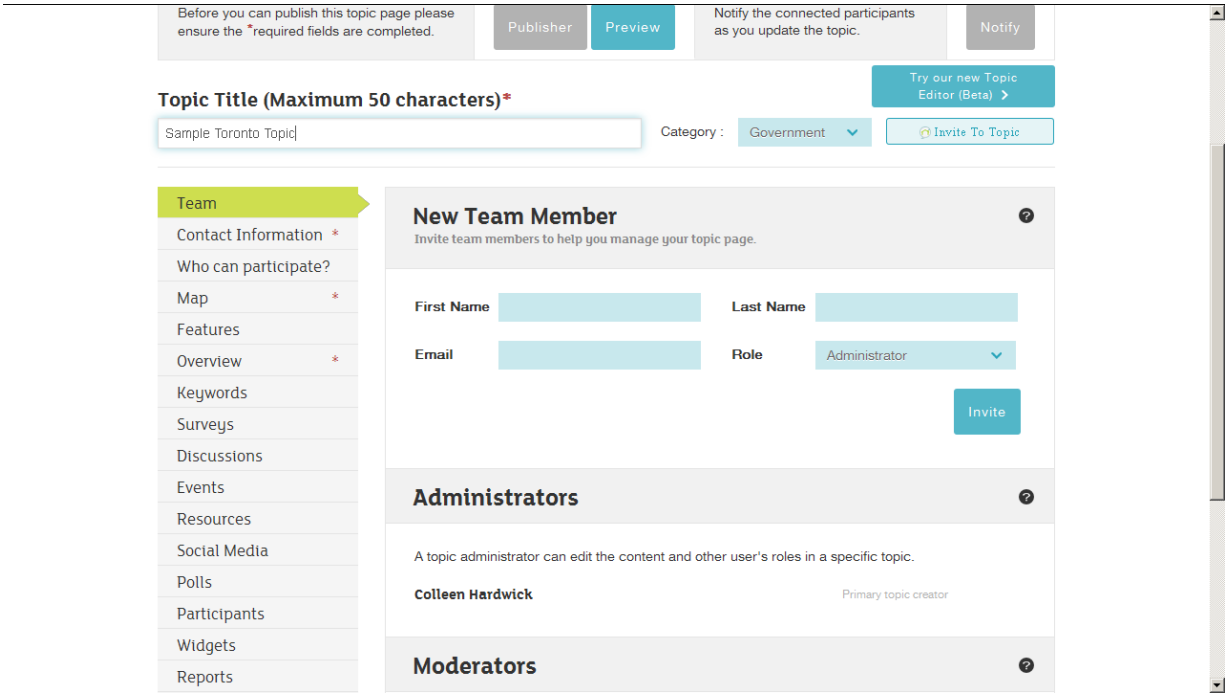

Figure 17 - Topic Edit - Team

Organization Information*

Add contact information relevant to the consultation topic.

- Organization Name
- Website insert URL = e.g. www.toronto.ca
- Facebook URL
- Twitter URL
- Logo - Image upload (jpg, gif, tif)

To upload a logo, click 'Change' beneath the image placeholder. In the dialogue box that appears, either drag a file from your desktop directly into the blue bar, or click the blue bar and then navigate to the correct folder on your computer. When the upload is complete, select the image and then click 'OK'. A cropping box will now appear. Drag the corners of the box to crop. It will automatically scale your logo to the dimensions that are required. Click 'OK' again, and you're done. To access the Video Tutorial click here: http://vimeo.com/67423284

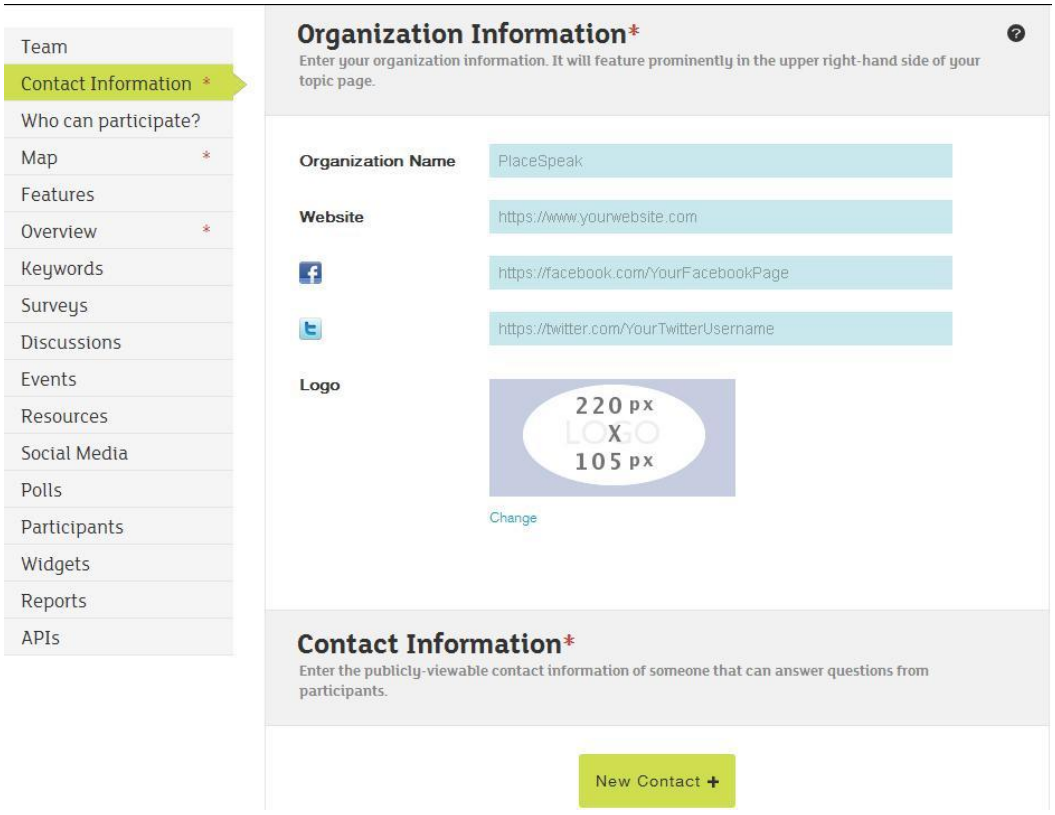

Figure 18 - Topic Edit - Organization Information

Contact Information*

Enter the publicly-viewable contact information of someone that can answer questions from participants. This point of contact is essential to establishing trust between your organization and your participants, so ensure that there is someone available to answer questions about your topic.

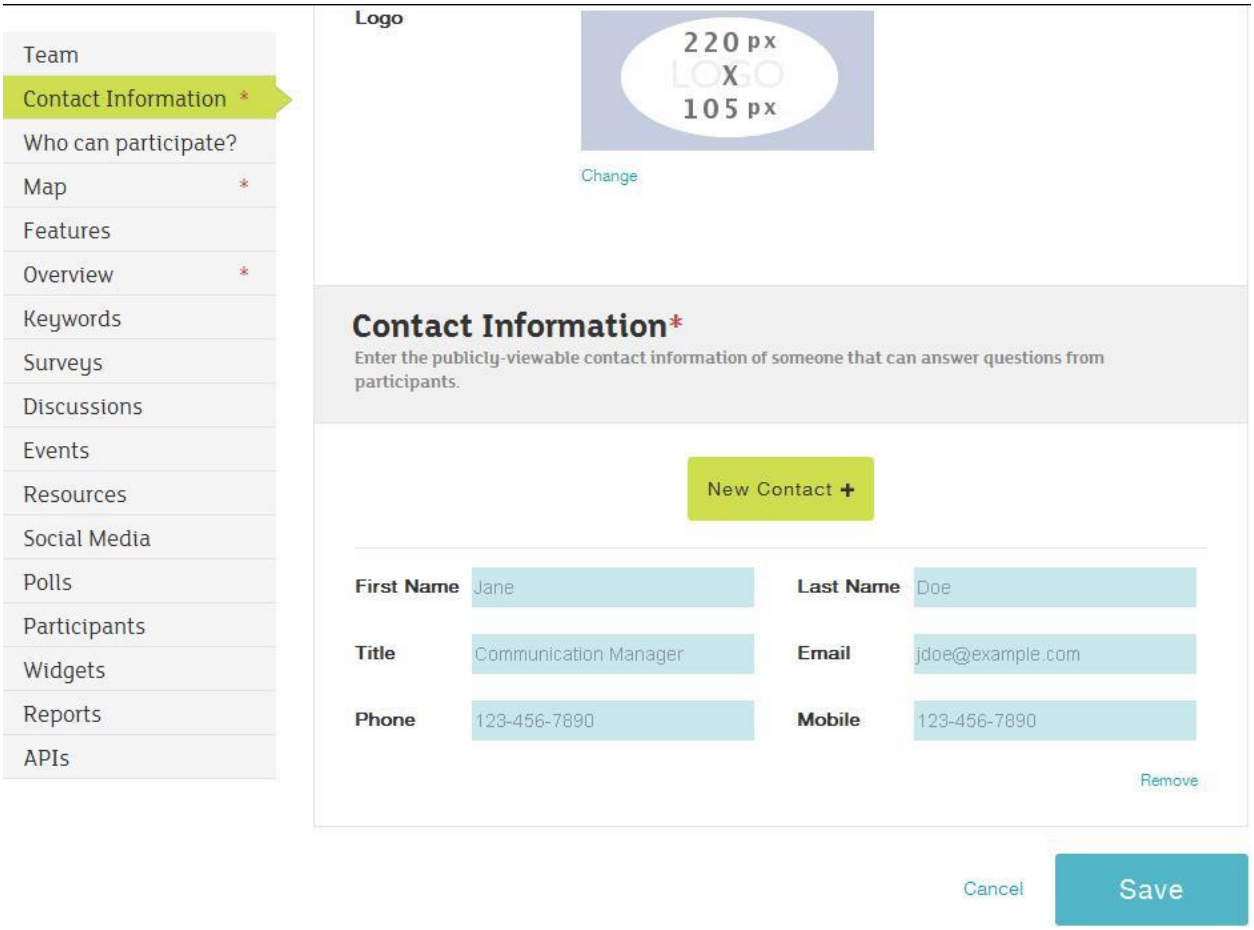

Figure 19 - Contact Information

*required field

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Who Can Participate?

Administrators can determine the scope of participation for your consultation Topic. The options are:

- Who Can Connect?
    - Email (stakeholder) only list where you can limit the number of participants
    - Topics can be Private if Notification option is not selected when published.
- Who Can Add Comments?
    - Area Residents Only (Y/N) - determined by Map
- Polls / Survey Contributors
    - Anyone Connected
    - Connected Residents Only - determined by Map

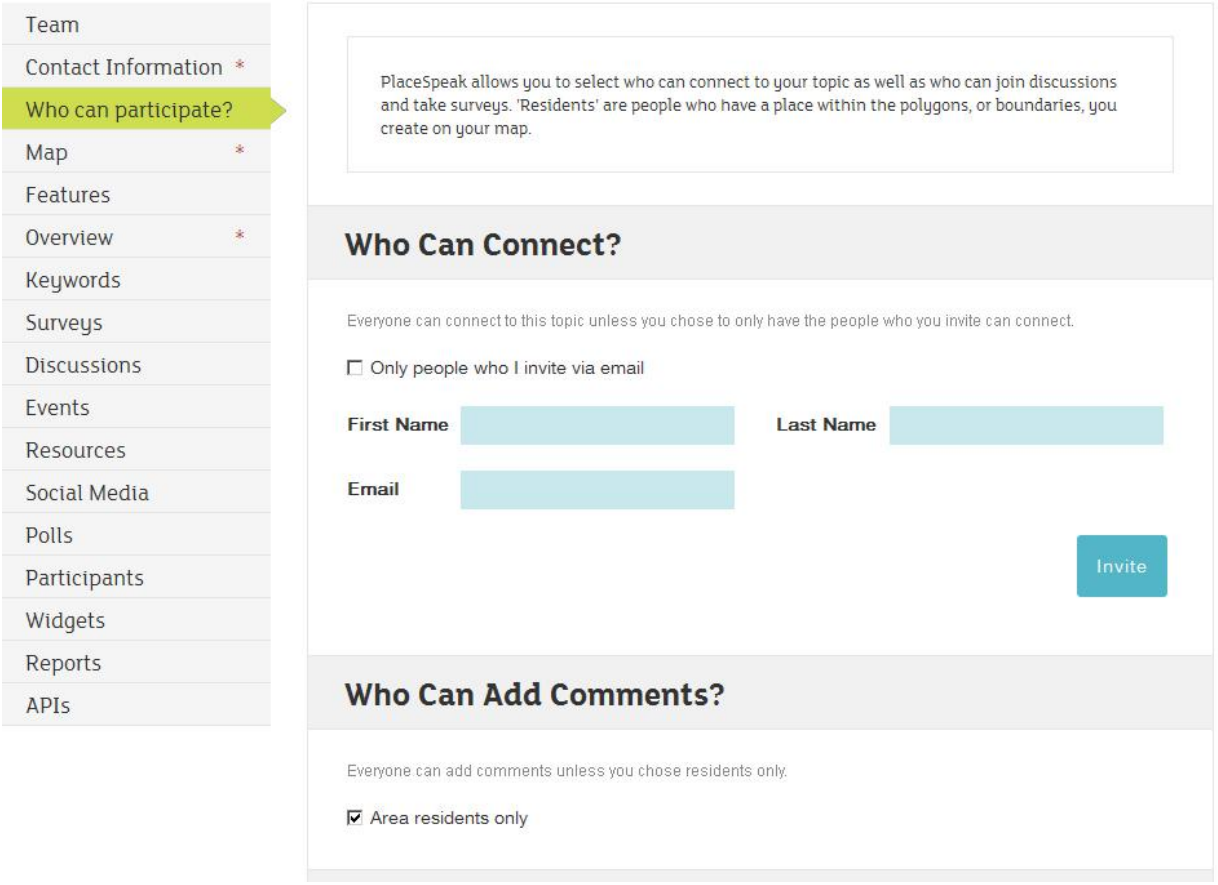

Figure 20 - Who Can Particpate?

Number of Verifications

Proponent can choose to add additional levels of verification where appropriate.
Number of required verifications (0-3)

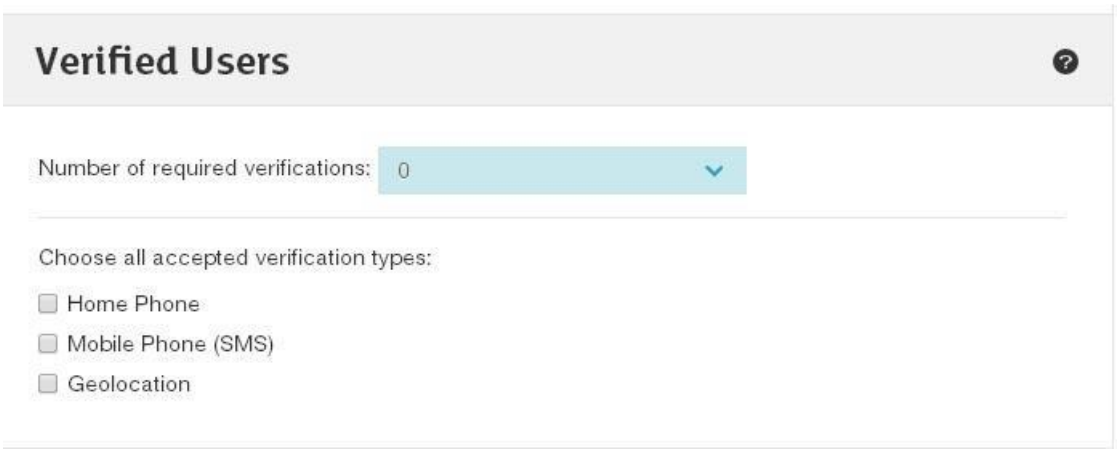

Figure 21 - Number of verifications Required

GeoCoding

In some cases, it is important to “geofence” an affected area. In others, where the Topic is controversial, it is particularly important to ensure that Participants have be additionally vetted. It is also often valuable to differentiate opinions between different neighbourhoods within a larger area. PlaceSpeak enables each of these scenarios through the ability to determine who can participate and where.

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Map*

The key feature of PlaceSpeak is the ability to connect with participants within specific boundaries. Administrators can either create their own map with the drawing tool or upload existing GIS boundary files.

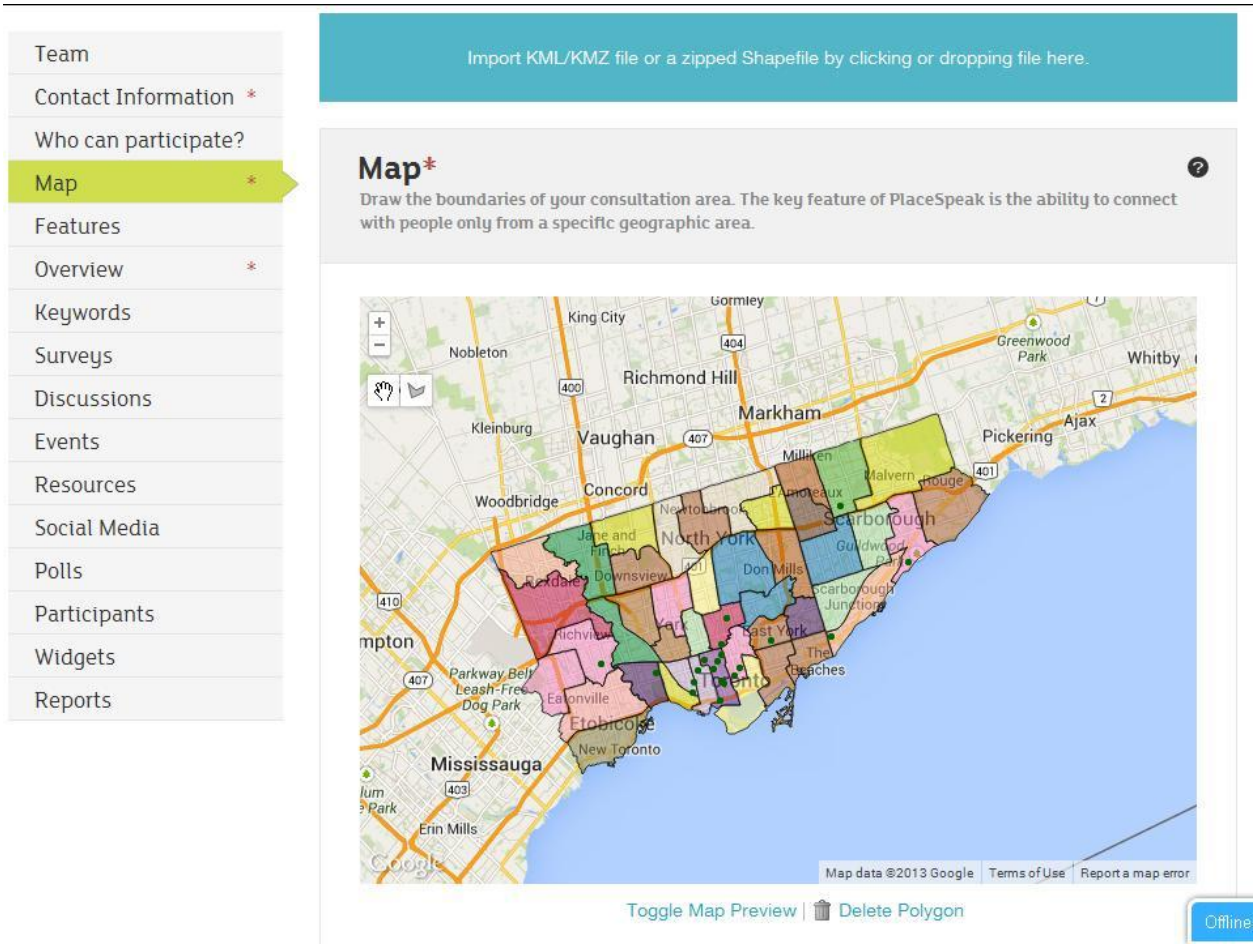

Figure 22 - Map tool

*required field

Mapping is a core element of PlaceSpeak. All input data is dynamically geocoded according to the polygons on the Map. This means that all feedback data is given a spatial context automatically.

Create Your Own Map Data

To set the boundaries of your consultation area, select the Draw polygon tool. On the point where you want to begin outlining the boundary, click once and release. Move your mouse to the next position. The line trailing behind your cursor is the edge of your boundary. Now click the mouse again to set your second anchor point. Keep doing this until you arrive back at your starting point. When the cursor changes to a hand, click one last time to complete the circuit. The shape will automatically convert into your defined consultation area, or polygon. Give it name in the field below.

You can add multiple polygons to the map. They can vary in size from a single property to an entire country, but most proponents chose to use the boundaries of existing neighbourhoods or municipalities.

A video demonstration is available here http://vimeo.com/67423285#at=1

- Draw polygons
- Label polygons
- Upload KML or Shape Files - also Drag and drop
- Delete polygon
- Toggle Map preview - determines scope of miniature version on Topic page

Figure 23 - Map toolbar in New Topic Edit Menu

Upload Existing Map Data

You can also upload an existing KML/KMZ file or a zipped Shapefile or by “drag and drop” to the blue bar. Boundary divisions will be automatically displayed on your map.

A Video Tutorial is available here: http://vimeo.com/67423283

The Map appears on the Participant view in a smaller (Map View) version that will enlarge when clicked on.

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Features / Tabs

Here you choose which features participants will see. These will appear as tabs at the top your Topic page. The Landing Page will be the first thing participants see when they join your Topic. We recommend you choose the default Overview page.

- **Overview:** This is where participants go to learn everything you want them to know about your Topic. Best practices are outlined below.
- **Discussion:** Post questions seeking Participant responses and discussions.
- **Events:** Important dates and events you want people to know about.
- **Resources:** Inventory of documents, images, videos, links and other media you want to share with participants.
- **Notice Board:** Participants post their own ideas through text, photos and video onto your topic page. This is great for user-generated content, idea generation and contest.

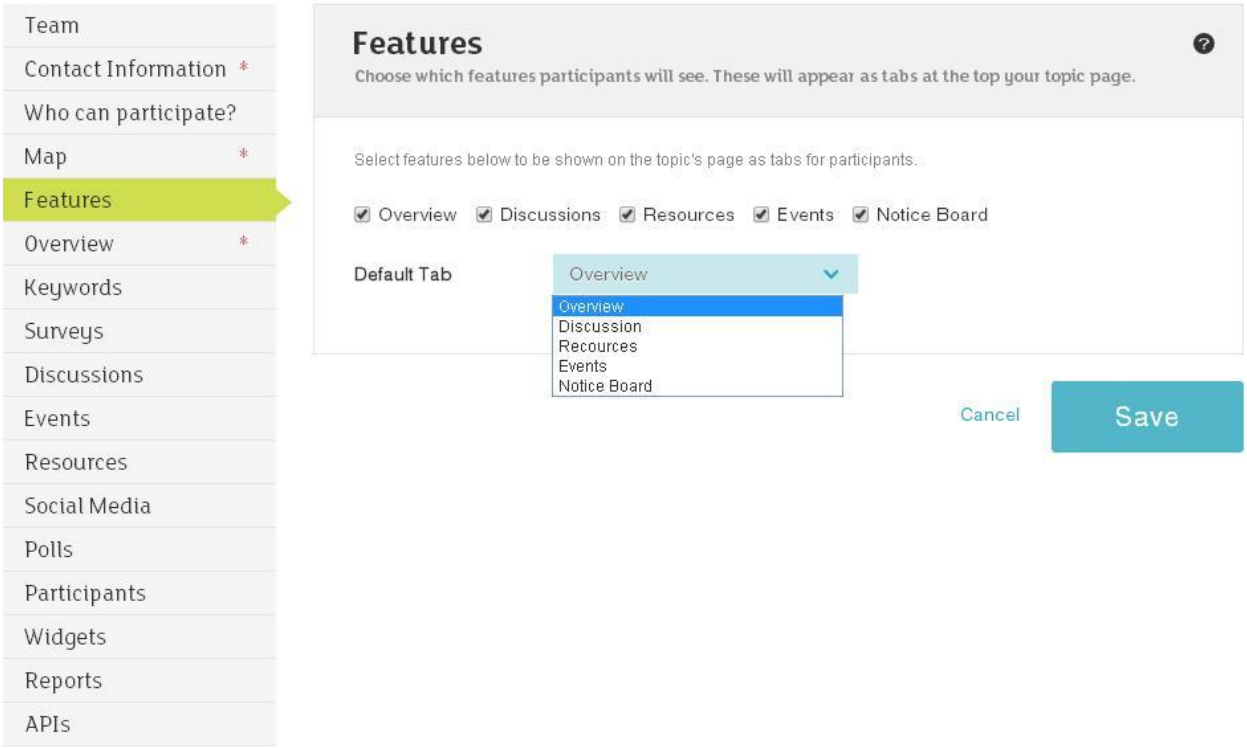


Figure 24 - Select Features

Each one of the Features selected here is detailed in the sections below.

User Guide

Overview*

The Overview page is the default landing page for your Topic. It consists of three elements: (1) Key Image; (2) Abstract; and (3) Description. This is the first information seen by Participants.

Key Image

Upload an image that best represents your topic. It will feature prominently at the top of your page. To upload an image, click 'Change' beneath the image placeholder. In the dialogue box that appears, either drag a file from your desktop directly into the blue bar, or click the blue bar and then navigate to the correct folder on your computer. When the upload is complete, select the image and then click 'OK'. A cropping box will now appear. Drag the corners of the box to crop. It will automatically scale your logo to the dimensions that are required. Click 'OK' again, and you're done. **Video Tutorial is here:** http://vimeo.com/67423281#at=0

Abstract

Add a short topic description of 140 characters. It will appear in PlaceSpeak's topic menu, as well as search engines and Facebook links. It is also Twitter friendly.

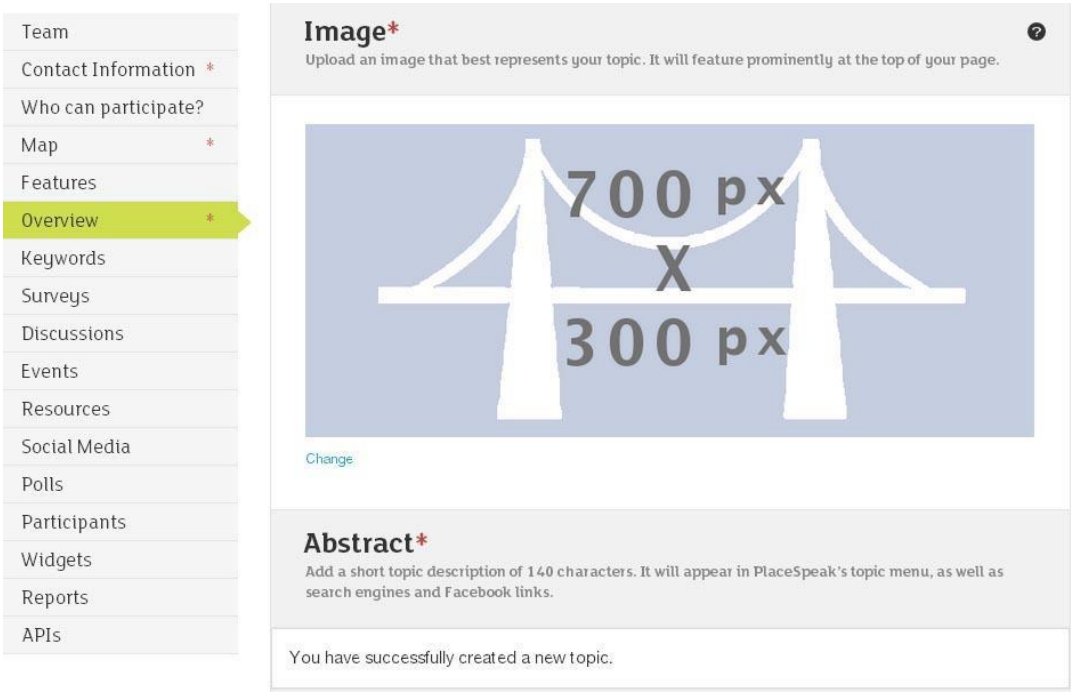


Figure 25 - Overview Image & Abstract

User Guide

Description

Educate the public. Enter all the relevant information about your topic. Be concise, but be thorough. The people reading this want to be informed and this is your first impression. This overview is entirely customizable for logo, colour and style. The Video Tutorial is here: http://vimeo.com/67423286#at=1

- **WYSIWYG** editor (*What You See Is What You Get*) provides flexibility in presentation options including embedding images, video, links as well as word processing.
- Recommended best practices

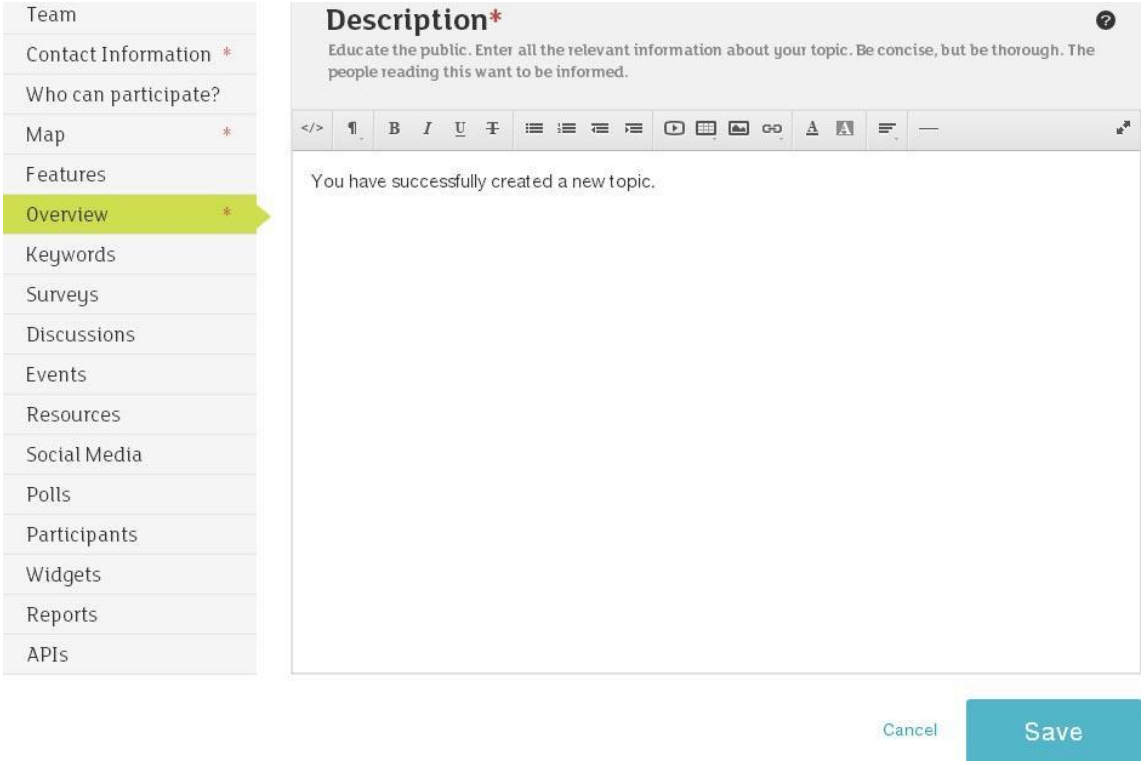


Figure 26 - Overview Description

*required field

The Overview Tab will appear on the Participant view as the landing page if selected in the Features Tab.

Keywords

Keywords are how participants search for topics. Choose your 5 key words carefully from our recommended keywords or create your own. The keywords will also appear in the Topic List view.

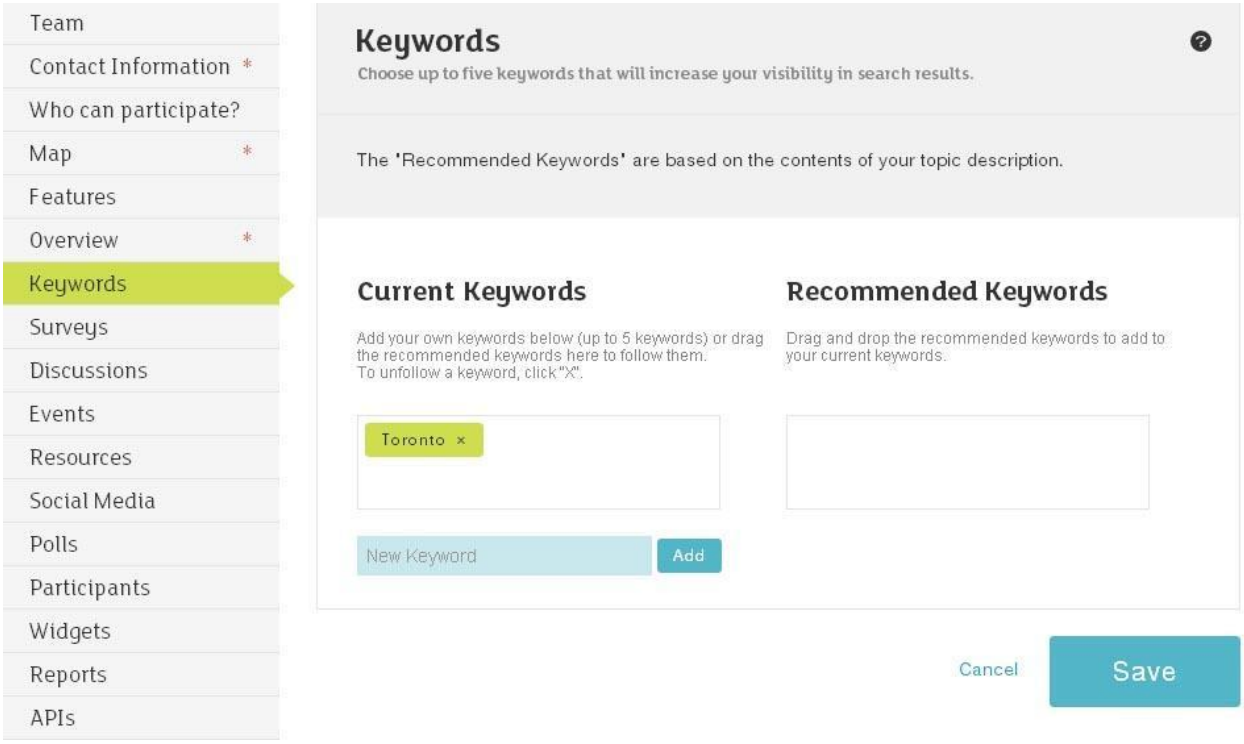


Figure 27 - Keyword Input

Current Keywords

Choose up to five (5) keywords that will increase your visibility in search results.

Recommended Keywords

The "Recommended Keywords" are based on the contents of your Topic description. Recommended keywords are suggested as they have been used in previous topics and are likely to be followed by a number of participants. Try to keep keywords from being too broad (i.e. public engagement).

User Guide

Surveys

PlaceSpeak gives proponents an option of two survey tools. You can use the free, LimeSurvey or the Canadian-based FluidSurveys service that offers a selection of free and paid subscription options. Only one survey may be active any time. You can also upload PDF versions of surveys to the Overview or Resources section for Participants who do not wish to register with PlaceSpeak.

LimeSurvey

If you would like to use LimeSurvey, click on LimeSurvey link and then the green "New LimeSurvey" button. Enter the name of your survey in the survey title box. To add questions or edit your survey, click on the edit link. You will be taken to the LimeSurvey page. When you are ready to publish your survey, click on "Publish" and then click on "Save".

For more information on how to develop a survey and enter questions with LimeSurvey, please visit the LimeSurvey user manual. Survey questions can be open or closed in various formats.

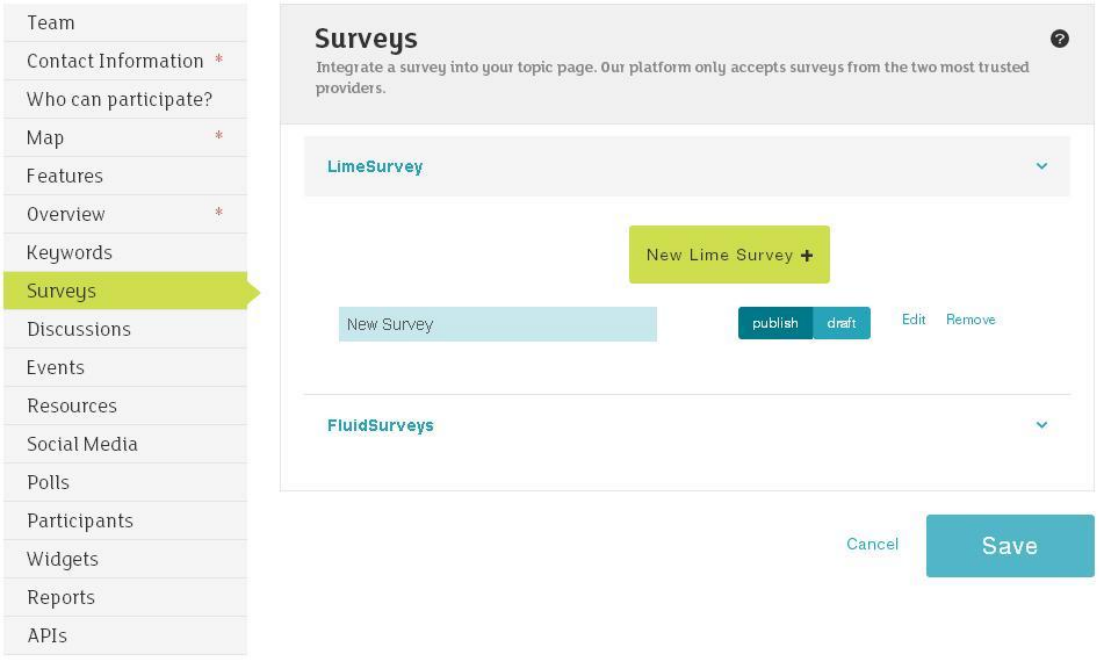


Figure 28 - LimeSurvey Setup

User Guide

FluidSurveys

To use FluidSurveys, you will need to set up a separate account on FluidSurveys.com. This is where you will create your surveys as well. The Video Tutorial - http://youtu.be/XYxKPQkHayE

When you have set up a FluidSurveys account and created your survey(s), click on the FluidSurveys link and enter your API User key and password from FluidSurveys.com. A list of the surveys associated with your FluidSurveys account will appear.

To publish a survey, click on "Publish" beside the title of the survey you wish to launch and then click on "Save". Only one survey may be active at any time.

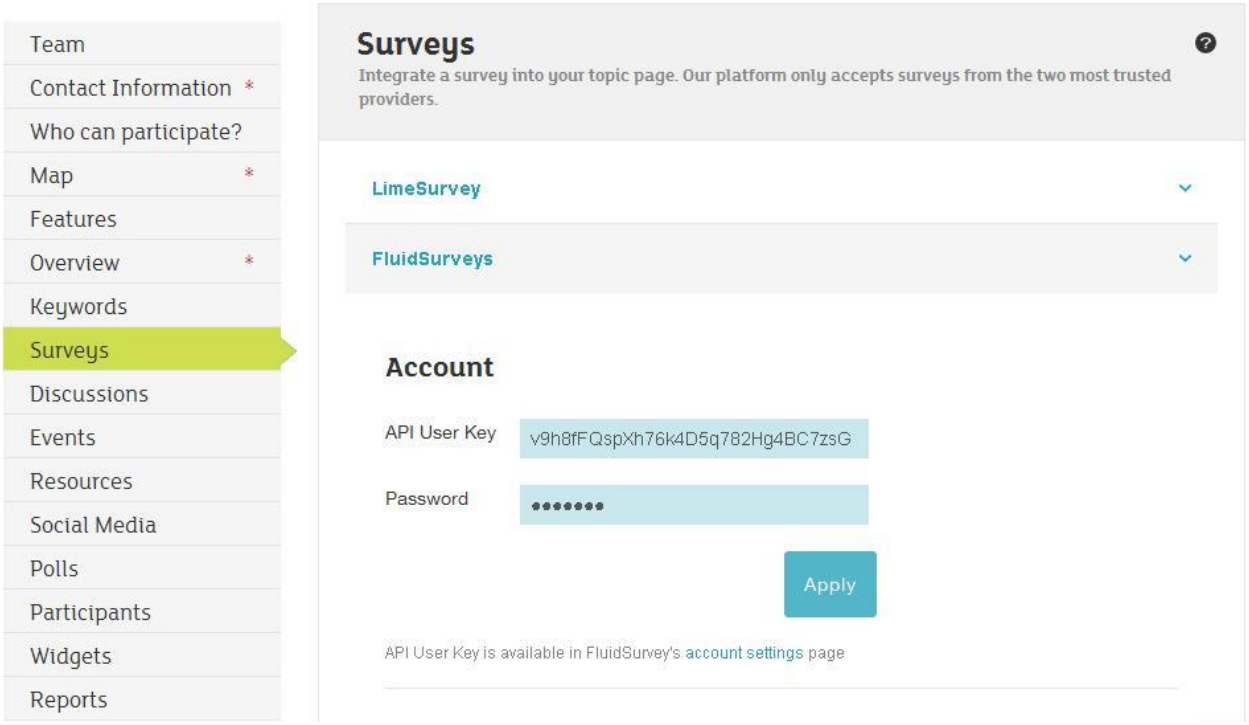
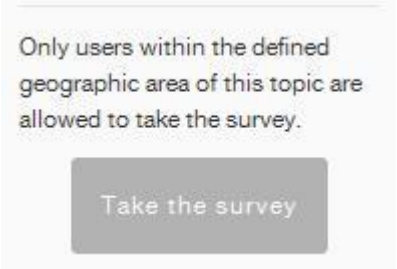


Figure 29 - FluidSurveys setup

If surveys are restricted to a certain geographical area, the survey button will appear greyed out as such:



User Guide

Discussions

Start an open discussion with participants to get a better sense of public opinion. This feature will appear under the 'Discussions' tab at the top of your topic page. You can add as many discussions threads as you wish. Sub-themes or threads of discussions can also be created.

- Title of Discussion
- Question - uses a WYSIWYG editor - you can embed images, videos, and links in discussion questions.

PlaceSpeak has published a White Paper on Writing Engaging Discussion Questions:
http://blog.placespeak.com/public-consultation-2/engaging-online-discussion-questions/

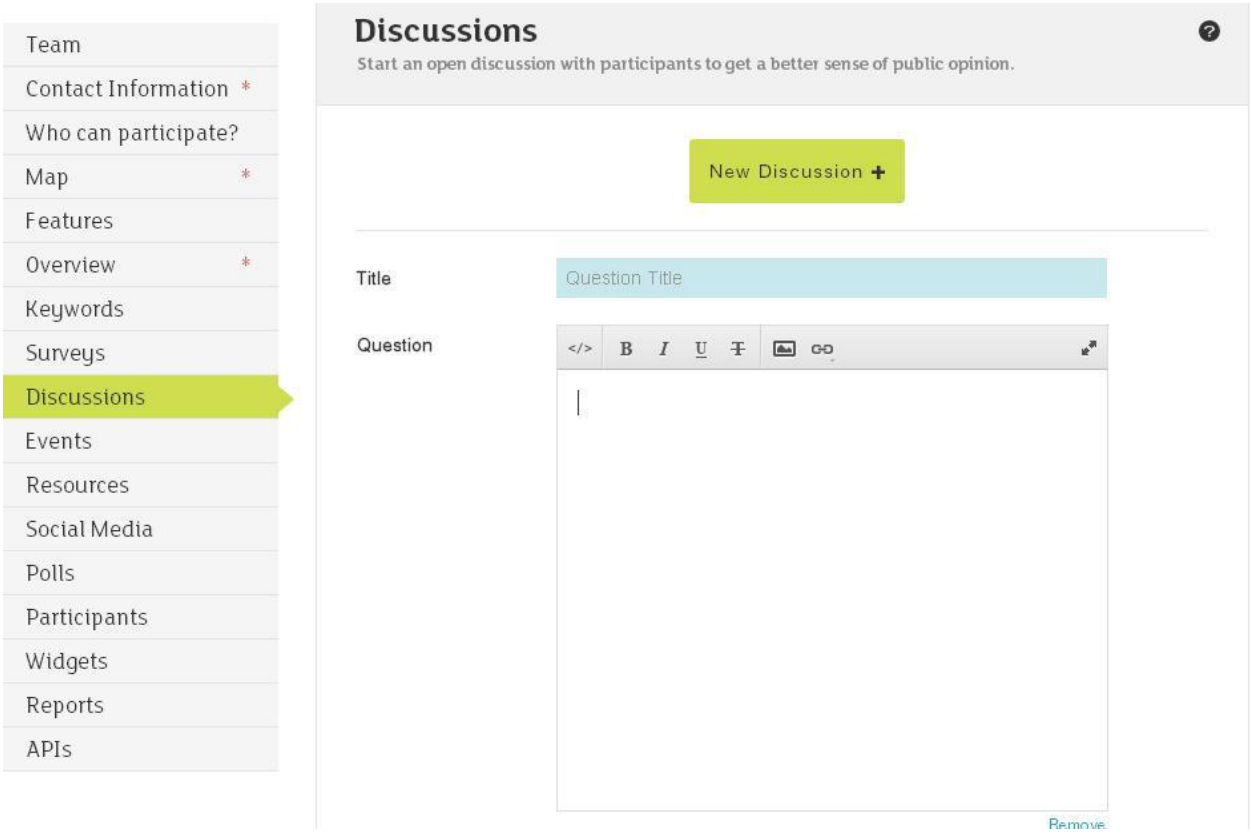


Figure 30 - Discussion Input

Discussions will appear in the top menu bar, if activated.

Figure 31 - Discussions on Participant Menu

Proponents should ensure that their discussion questions are evocative in order to elicit useful responses.

Tips for writing engaging discussion questions:

- Be Clear
- Be Concise
- Be Open
- Present Options
- Be Specific
- Provide Context
- Be Honest
- Empower Participants
- Dig Deeper
- Promote Positivity

Participants and Discussions

Participants can choose whether or not to be anonymous in Discussions. They can “Thumb up” or “Thumb down” on individual discussion threads. They can therefore read, comments rate input from other participants. All comments display dates and are shown chronologically. The rating system indicates popularity. Participants can choose to be notified of updates on relevant discussion threads. They can also report inappropriate comments to the Administrator or Moderator.

User Guide

Events

Post notices of important, upcoming events, such as public meetings, open houses or hearings. You can add as many events as you like. They will automatically appear in chronological order. Ensure you invite key stakeholders and prepare and distribute promotional materials like flyers and postcards at these events.

- Title - name of event
- Date/Time
- Descriptions - WYSIWYG editor - insert poster art or simple text.

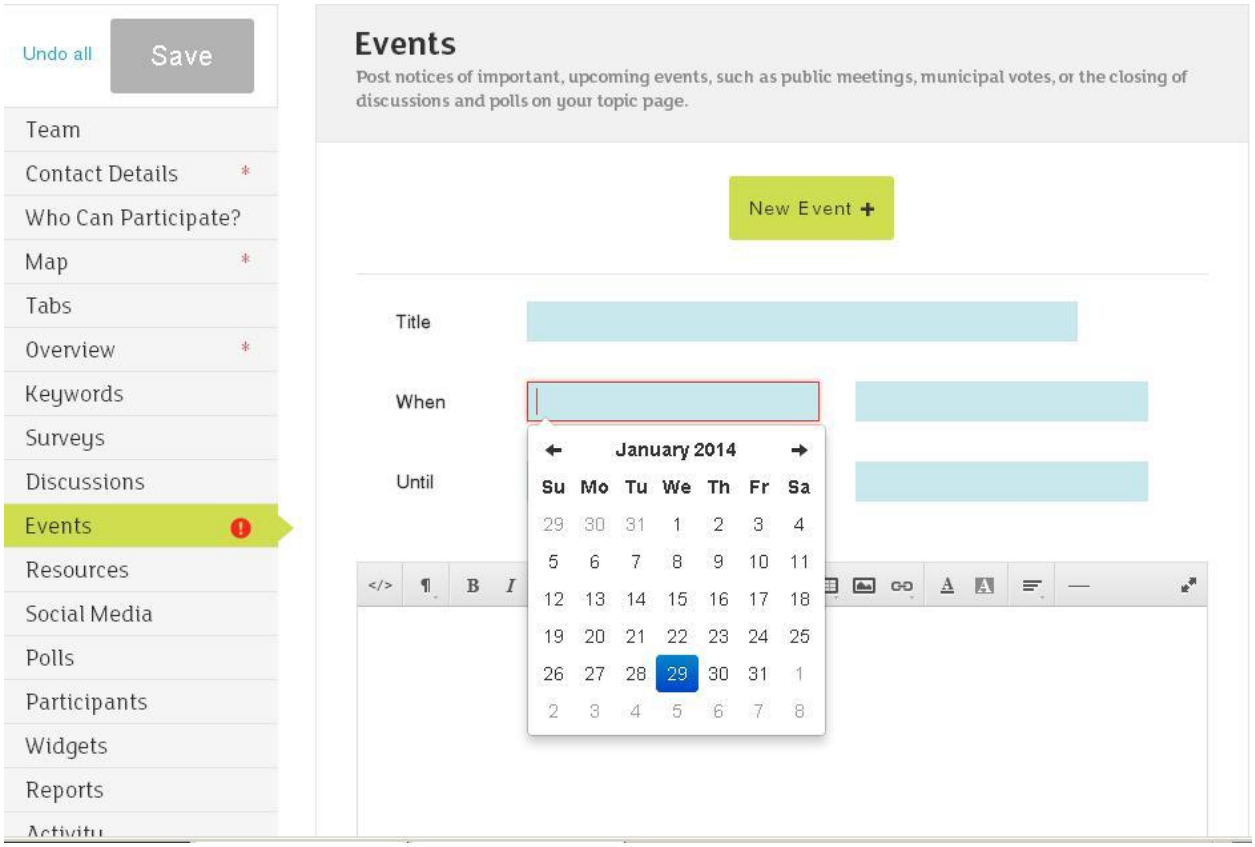


Figure 32 - Event Setup

Participants can save the event to their calendars including Google, iCal and Outlook. Participants will access Event information from the upper menu on the Topic Page.

Notice Board

Proponents can choose to activate the Notice Board from the Features Tab. The Notice Board is for User generated content. Participants can elect to receive updates emails from by following the Notice board. The Discussion Policy provides guidelines for use.

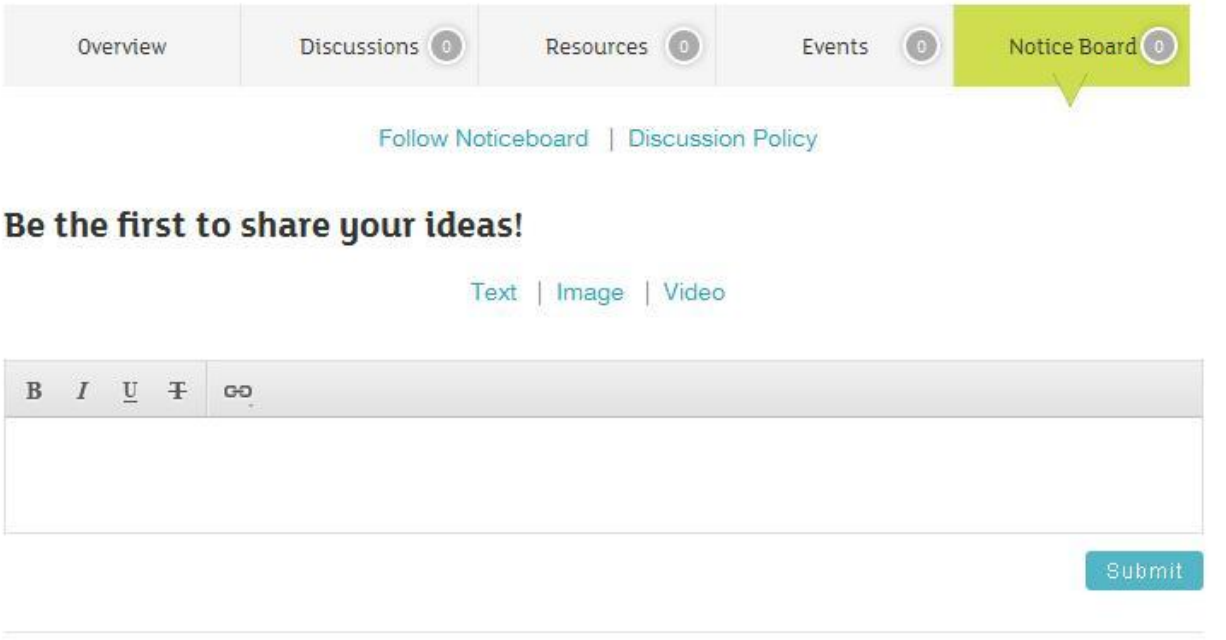


Figure 33 - Notice Board

Participants can upload text, image or video content. The WYSIWYG editor allows for creative customization. The Notice Board is often used for Contests and other Idea Generation activities.

User Guide

Resources

Upload images, videos, documents or any other media that participants can view their own pace to better understand your topic. They will appear under the “Resources” tab at the top of your topic page. Remember to input a Title for each resource.

Images

After clicking "Add Image" choose an image from your gallery or upload a new one. In the dialogue box that appears, either drag a file from your desktop directly into the blue bar, or click the blue bar and then navigate to the correct folder on your computer. When the upload is complete, select the image and then click ‘OK’. We recommend you write a full description with your images to better guide participants toward a full understanding of your topic. http://vimeo.com/67423281

Videos

To add a video, simply copy the video's URL from YouTube or Vimeo and paste it into the text field. We recommend you enter a title and full description of your video to entice participants.

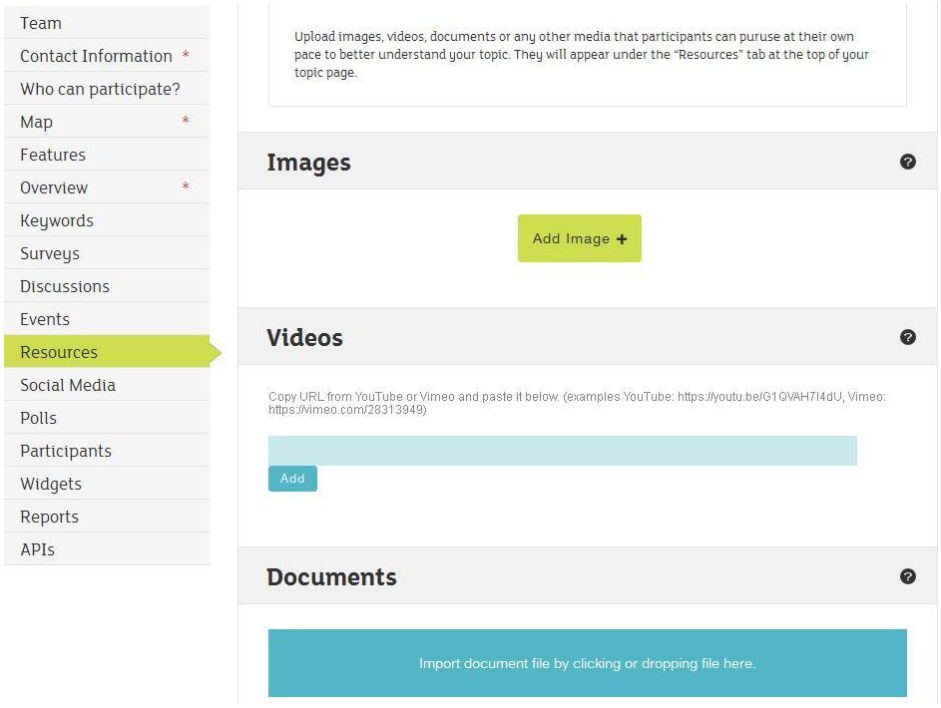


Figure 34 - Resources - Images & Videos

Documents

To add a document, drag a file into the blue upload bar, or click directly on it to open your computer's files. The document will appear as a link on your resources page, so we recommend you write a brief sentence or two to let participants know what's waiting for them.

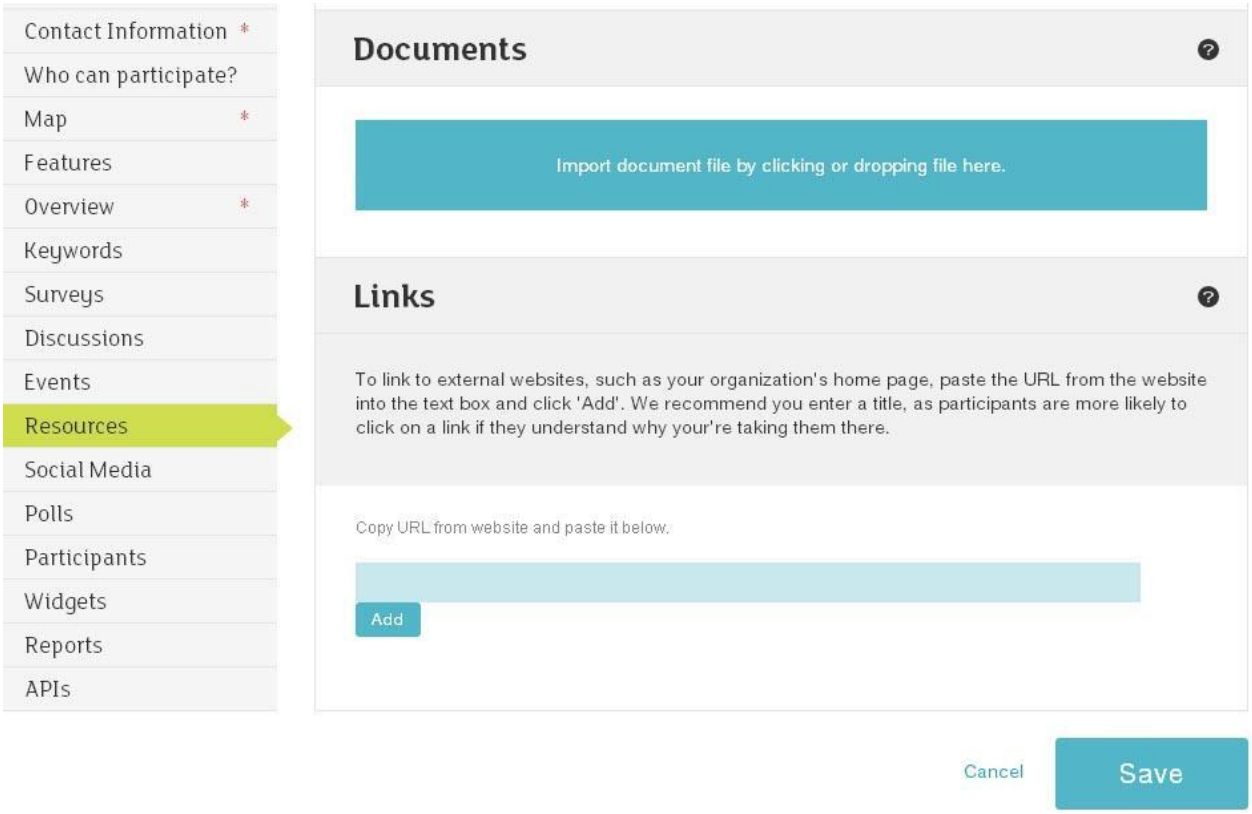


Figure 35 - Resources - Documents & Links

Links

To link to external websites, such as your organization's home page, paste the URL from the website into the text box and click 'Add'. We recommend you enter a title, as participants are more likely to click on a link if they understand why you're taking them there. Links are very important to encouraging cross-promotion of your topic.

Participants access Resources through the top level menu on the Topic Page.

Social Media

Leveraging social media is one of the most important tools for sharing and engagement.

Facebook

Enter the URL of the Facebook page you would like to embed.

Twitter

- Follow a Mention using "@". For example @PlaceSpeak
- Follow a Keyword using "#". For example: #PlaceSpeak

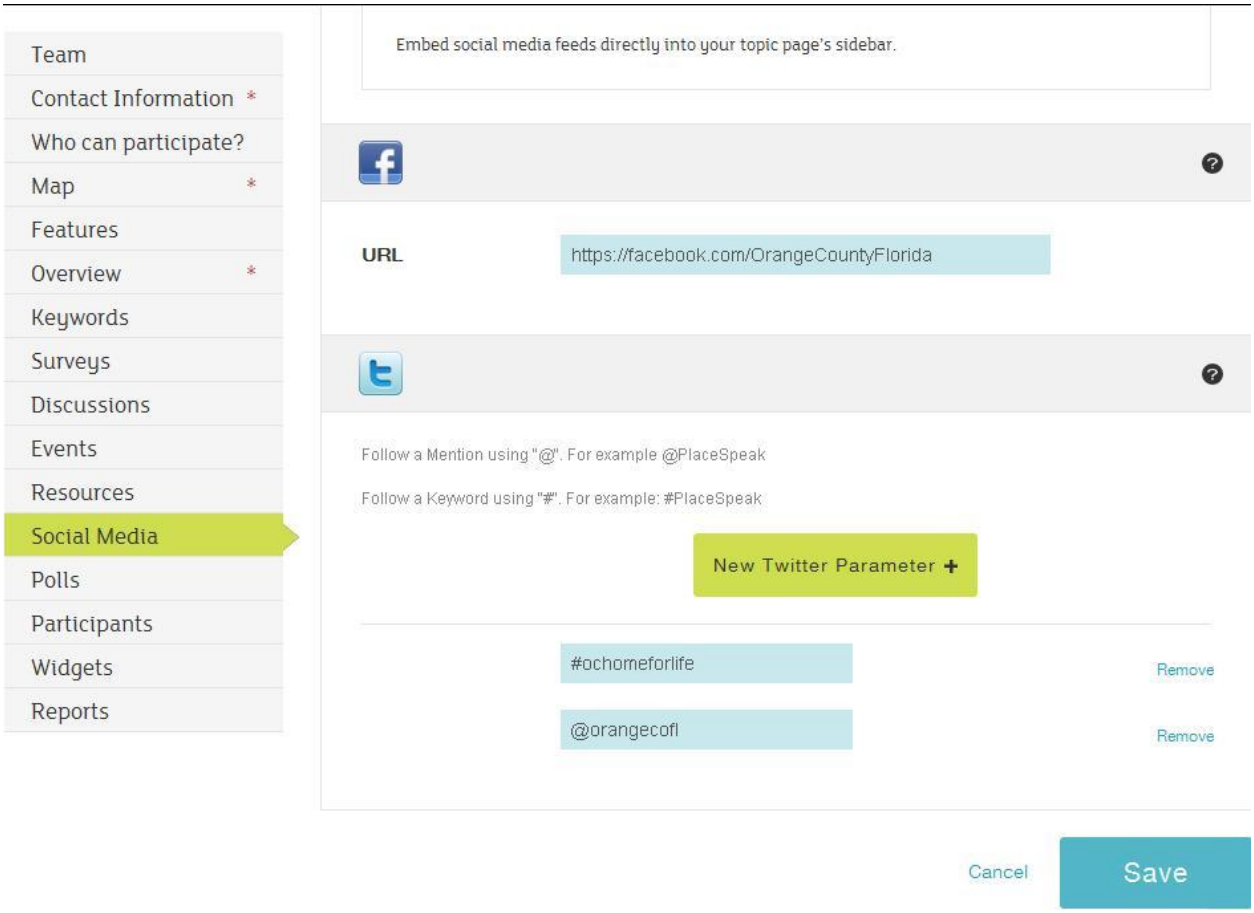


Figure 36 - Social Media Integration

The Social Media feeds will display in the right hand column of the Topic page.

Polls

Add a poll directly to your topic page's sidebar. Simple polls display instant results to Participants.

New Poll

Write a brief, concise poll question followed by the response options (ie: yes or no) in the boxes provided, then click Publish. For polling accuracy, once a poll is published it cannot be edited. It will be deleted and replaced with any new poll you post.

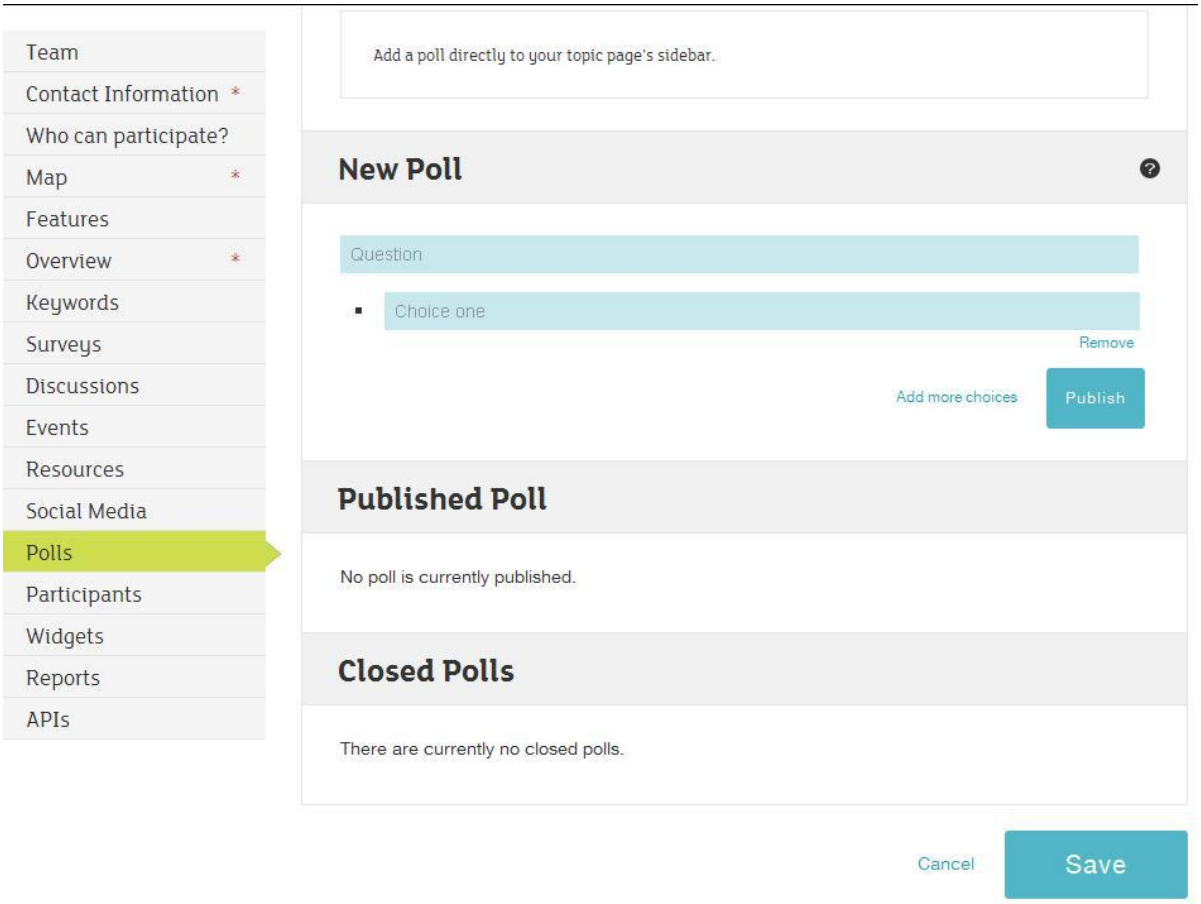


Figure 37 - Poll Input

Published Poll

Previously published polls are displayed.

Closed Poll

Archived polls are listed.

Polls are displayed on the right hand side of the Topic page.
Results are calculated immediately.

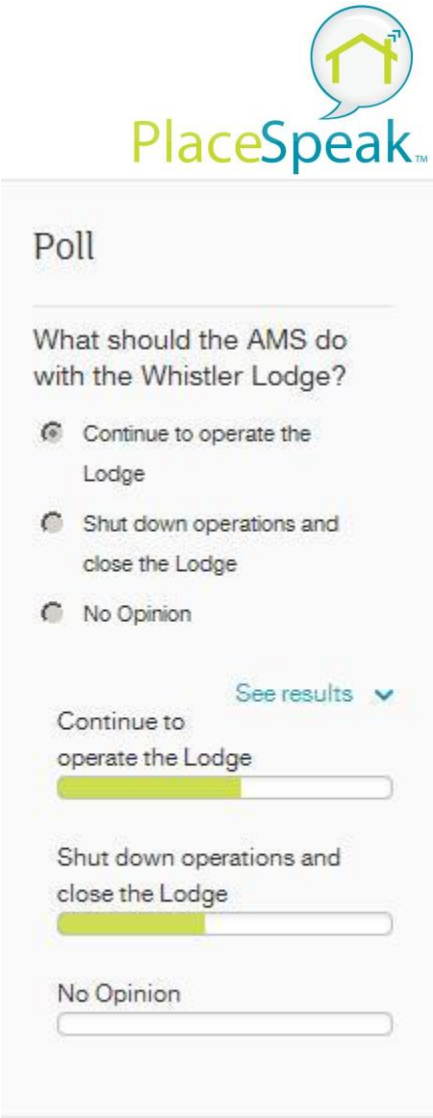
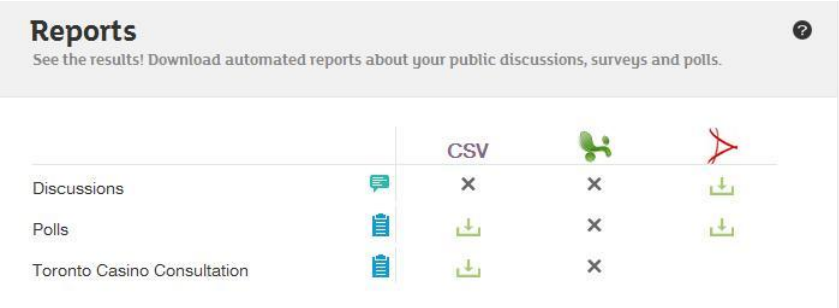


Figure 38 - Example Poll

Poll data can be exported in the Reports section to obtain spatially segregated results. In this way it is possible to compare and contrast poll results between different geographical areas.



Participants

There is no limit to the number of participants. You can view the names and geographic location of people connected to your topic. The following is also available in the new Topic Editor only:

- Number of Participants
- Ability to Order by Name/Location

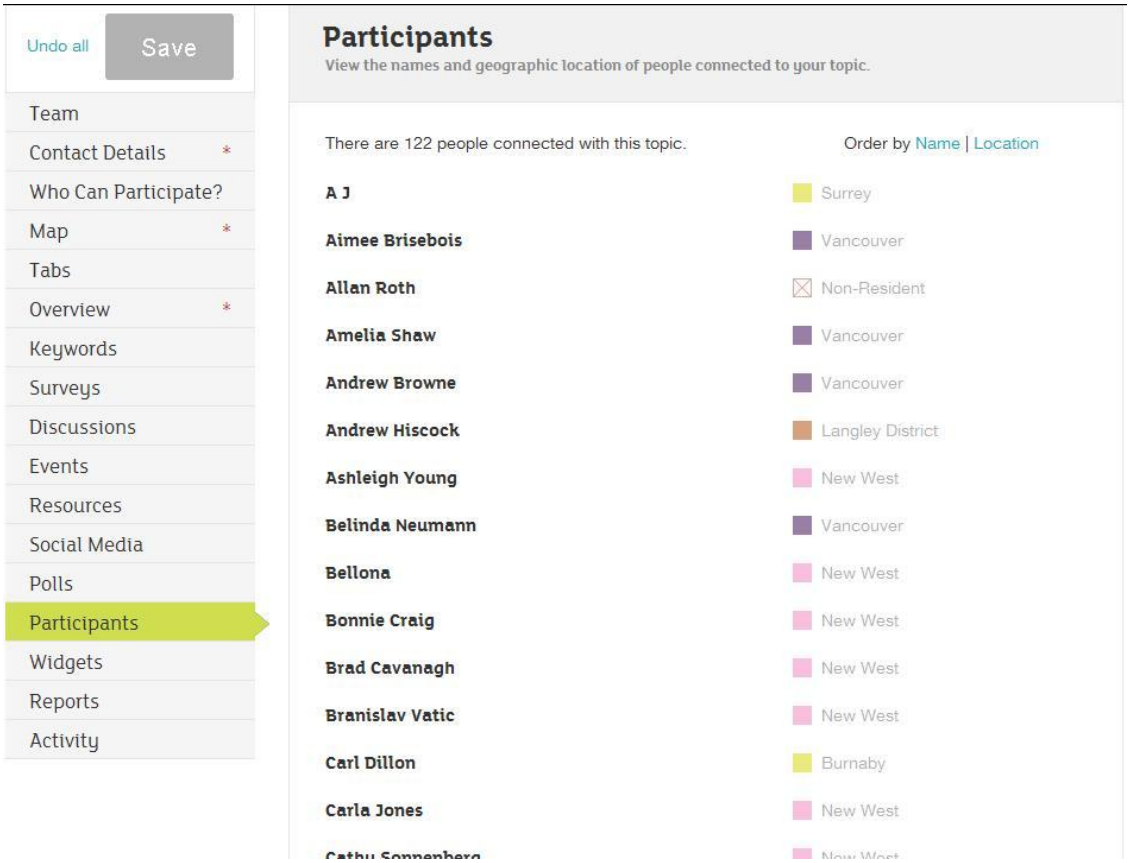


Figure 39 - Participant List

Privacy reminder

PlaceSpeak has been designed with privacy protection in mind. The proponent is not exposed to the participants private information, in particular their address, but rather knows that the individual has been vetted as falling within specific spatial boundaries as defined on the Map. In this way, both sides are protected under Freedom of Information and Personal Privacy legislation. PlaceSpeak's Privacy Policy is available here: https://www.placespeak.com/privacy/

User Guide

Widgets

These small pieces of code provide a variety of interfaces that you can embed in your existing website. Results have shown that providing multiple interfaces increases the rate of engagement.

Button

To include a link button on your site, click on "Get Widget Code" button and copy the code to your website.

Icon / Favicon

Insert alongside other social media icons on your website.

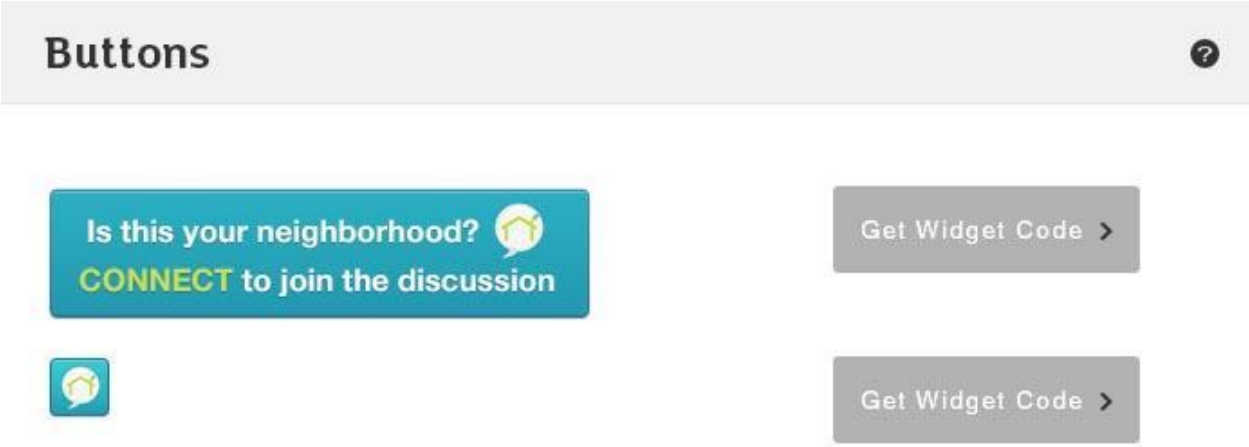


Figure 40 - Buttons

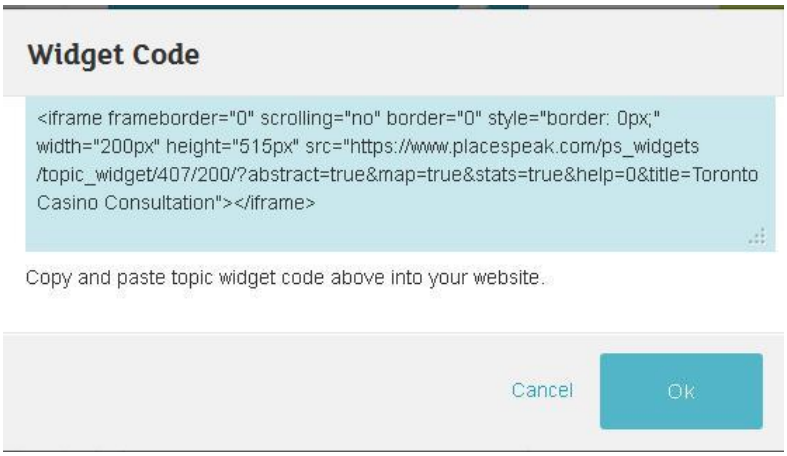


Figure 41 - Sample Widget Code

User Guide

iFrame

PlaceSpeak also helps you to embed a dynamic topic widget on your site. You can customize this by adjusting the width of the topic widget and select the information you wish to appear on your site. Insert your Topic Title and then check or uncheck boxes for customization.

- Show Abstract
- Show Statistics
- Show Map
- Show Help

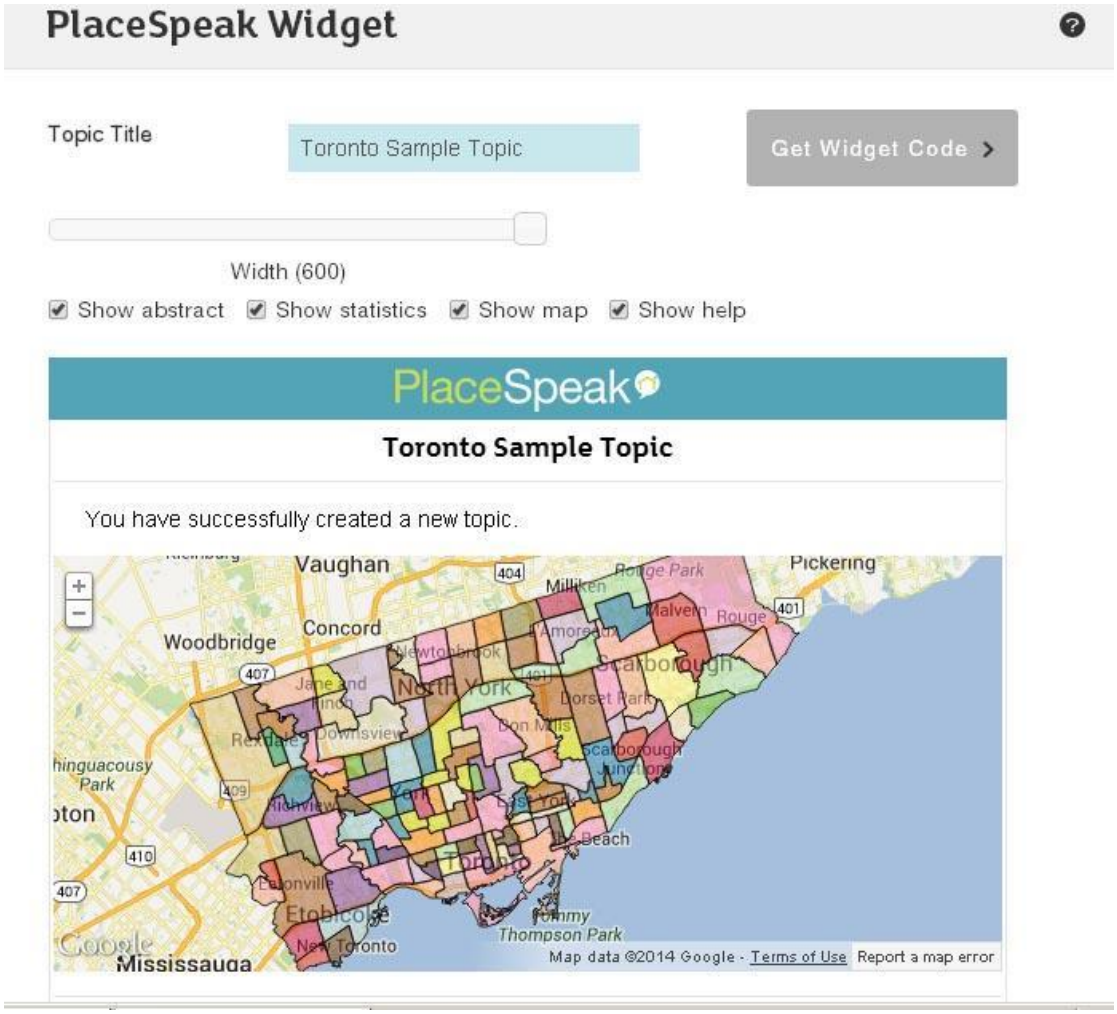


Figure 42 - iFrame Widget

Reports

PlaceSpeak generates a variety of different kinds of Report formats including XLS, CSV, PDF. In each case the data is segmented spatially according to the polygons on the Map. Reports can be exported for each of the following feedback tools:

- Surveys – CSV, XLS
- Polls – CSV, PDF
- Discussions - number and location of comments - PDF
- Notice Board -PDF

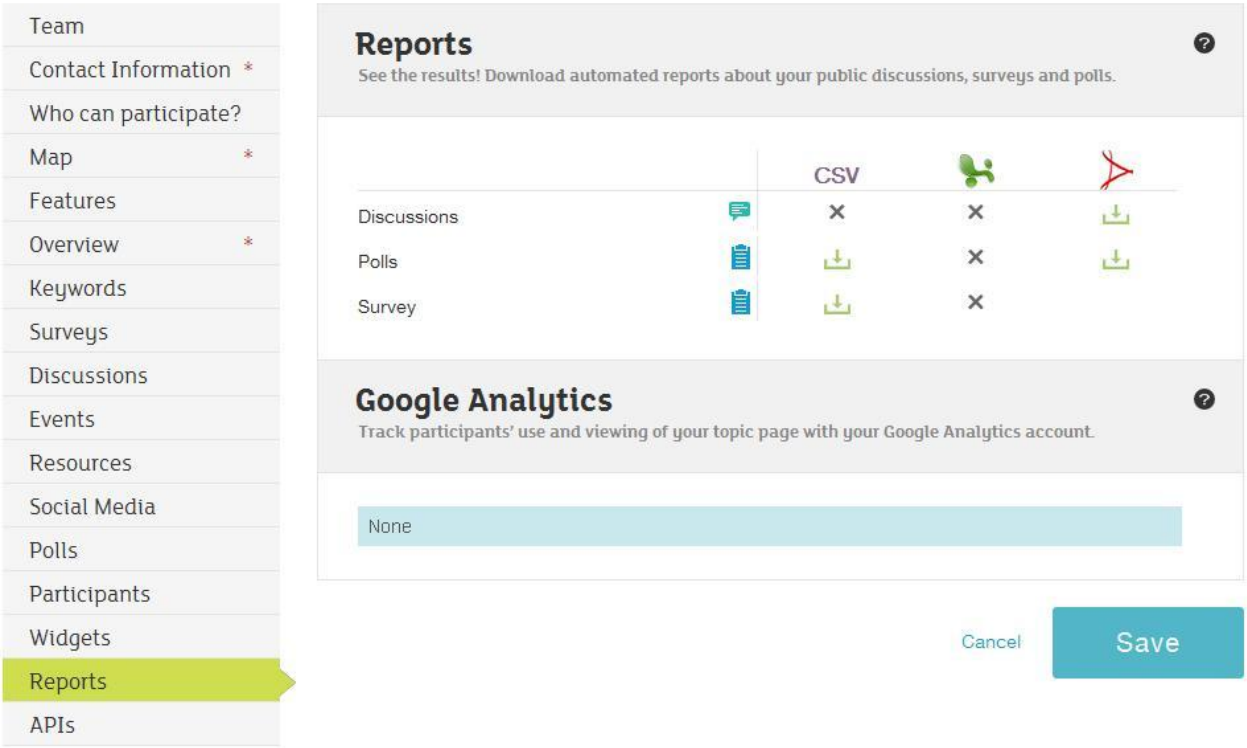


Figure 43 - Reports Dashboard

Google Analytics

Track participants' use and viewing of your topic page with your Google Analytics account. Enter the code given to you by Google Analytics. The code is of the form: UA-XXXXXXXX-X

User Guide

Insights

A recent addition to the PlaceSpeak toolkit is the addition of new insight features including the Activity Map and Activity Graph. Insights are only available through the new Topic Edit.

Activity Map

View live stats for Connections, Polls, Surveys, Discussion and Noticeboard input. All Insights can be exported in CSV format.

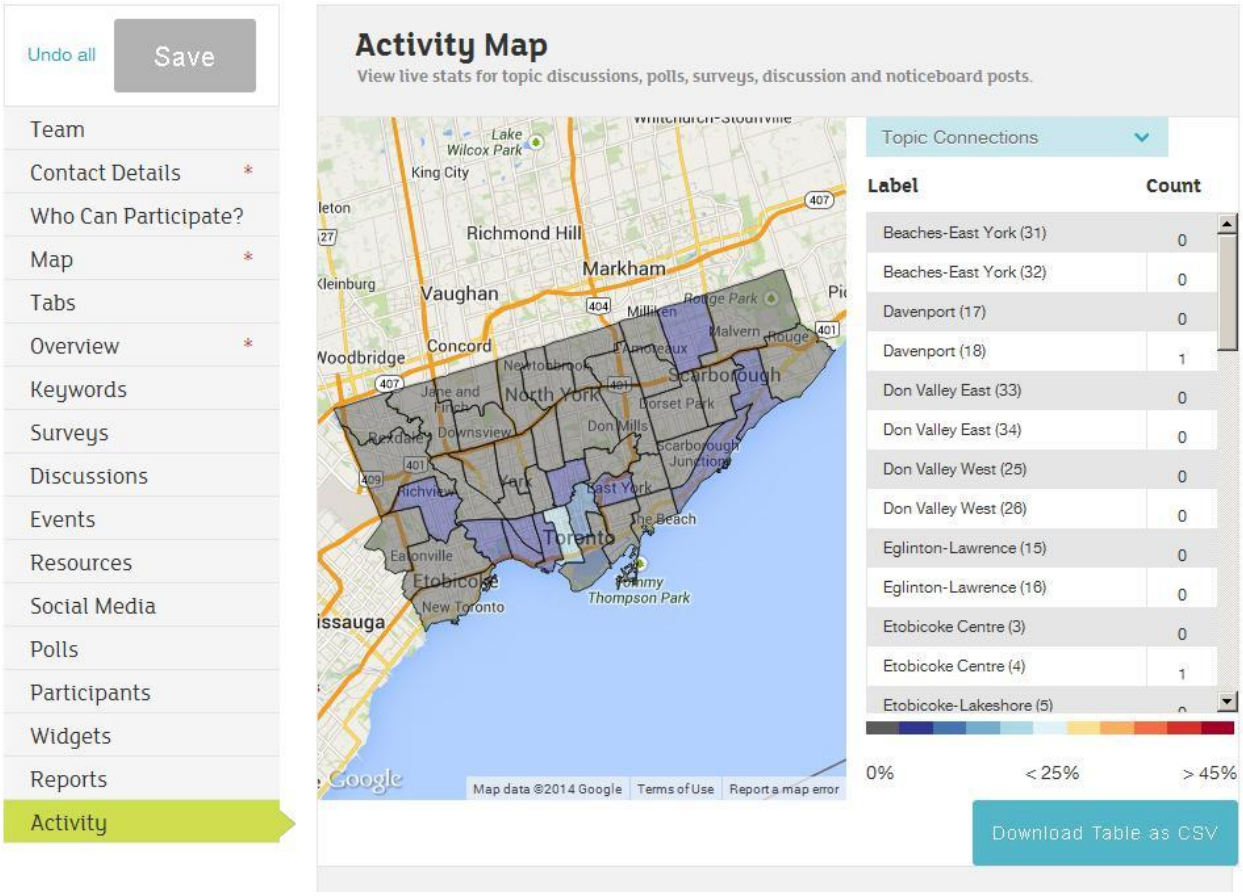


Figure 44 - Activity Map

Activity Graph

The Activity Graph shows the number of participants connecting with the Topic over time.

- download as CSV

Figure 45 - Activity Graph

Participant Metrics

The following items are displayed on the Topic Page for public viewing in real time.

- Number of Unique Viewers
- Number of Connected Participants
- Number of Surveys taken
- Number of Discussion contributions

API - PlaceSpeak Connect

Connect with PlaceSpeak

The PlaceSpeak Connect API makes it possible for 3rd party websites and white-labelled applications to use PlaceSpeak to location-verify their users. User generated data on 3rd party websites can be dynamically geocoded based on defined polygon areas of interest.

1. Log in at www.placespeak.com
2. Click on Create PlaceSpeak Connect
3. Enter Account Information
4. Go to PSC Admin Page and enter:
    - Title and description
    - Redirect URI
    - Map out areas of interest
    - Invite team members to administer PSC account
    - Key and Secret are automatically generated for you.
5. Your web manager can now create an OAuth2 client on your website allowing users to authenticate and location-verify users.

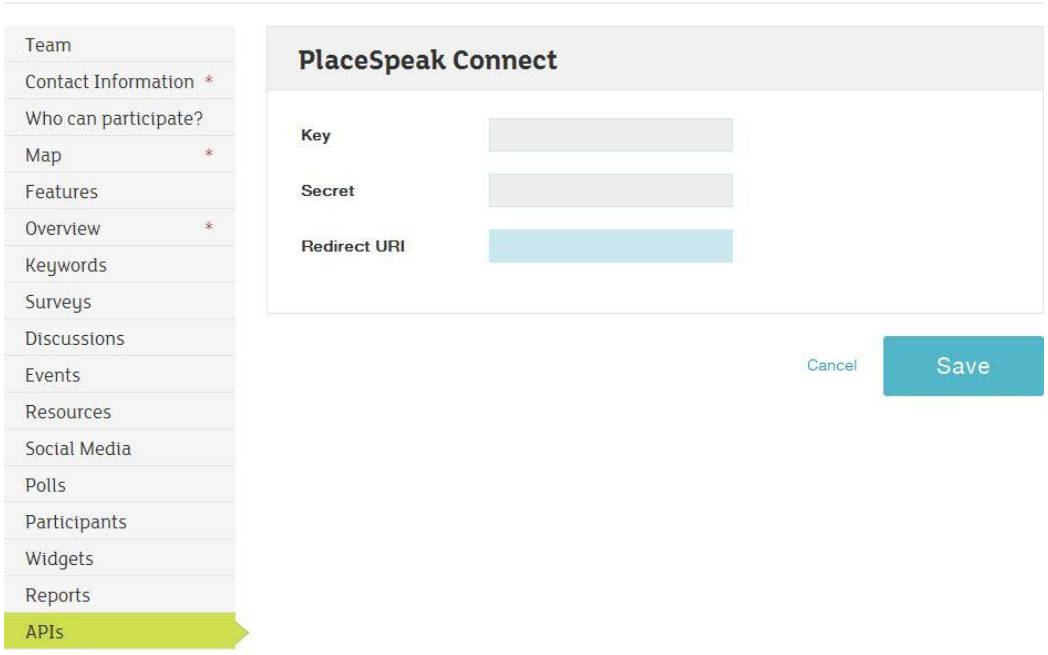


Figure 46 - PlaceSpeak Connect API Setup

The following diagragm depicts the steps and worflow for setting up PlaceSpeak Connect on your site.

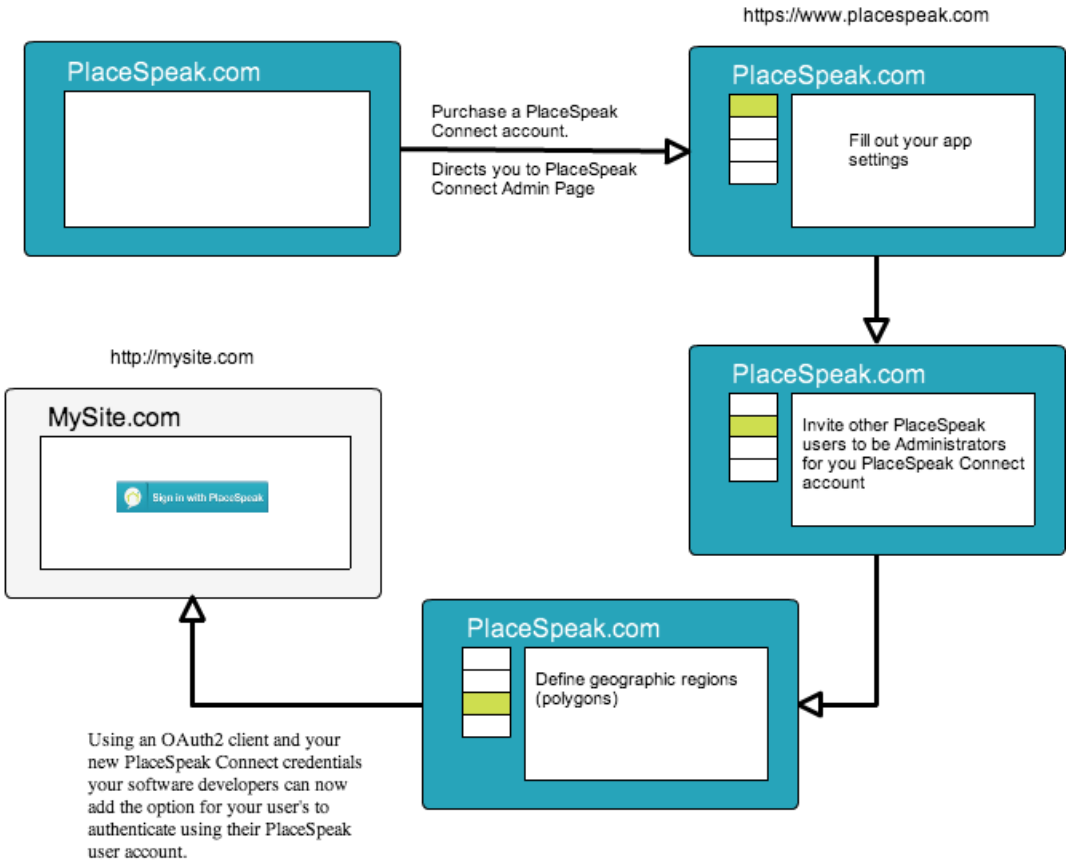


Figure 47 - PlaceSpeak Connect API Workflow

The following diagram and workflow depicts the Participant User's experience using PlaceSpeak Connect.

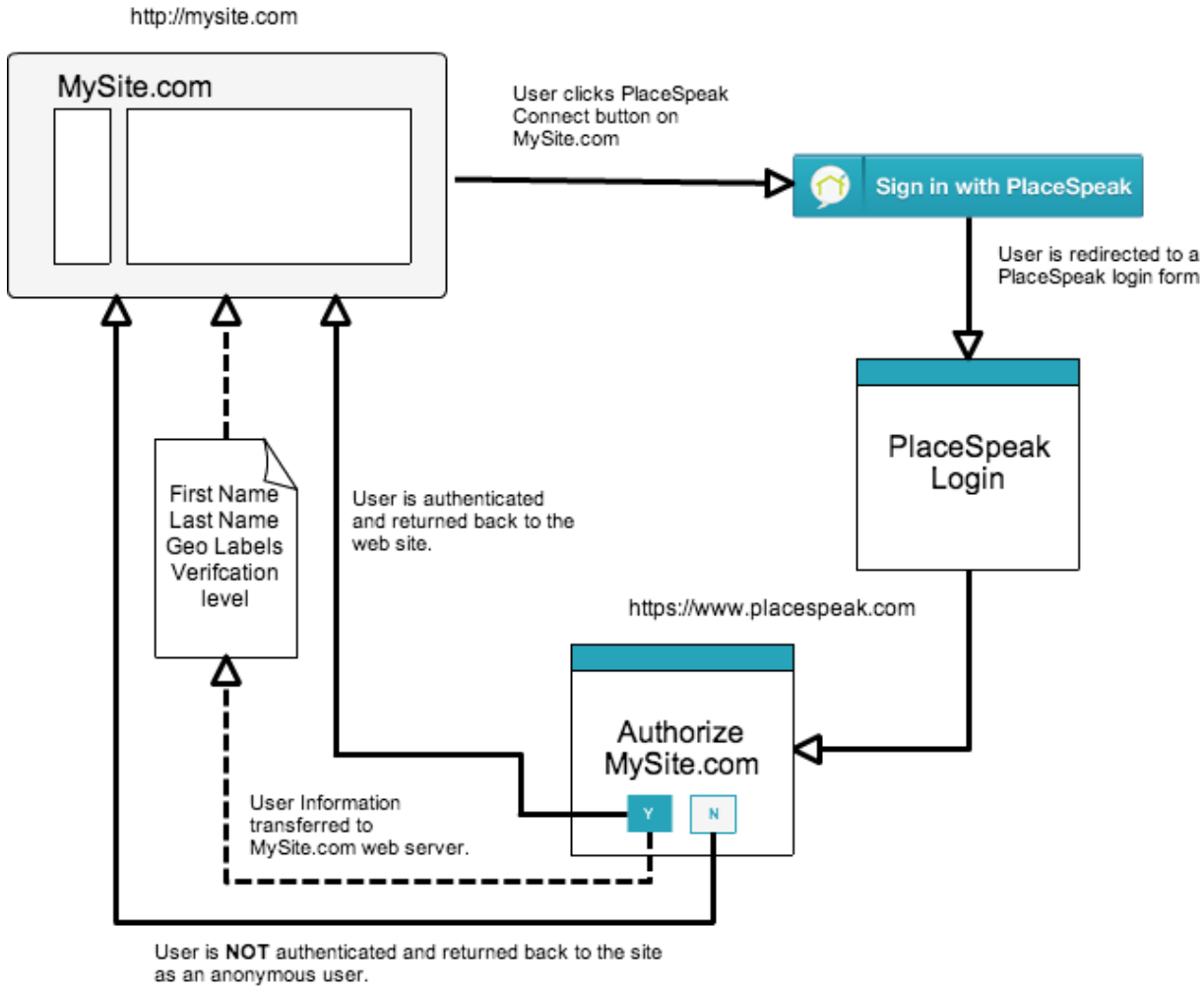


Figure 48 - PlaceSpeak Connect User Workflow

User Guide

Promote your Topic

Once you have completed setting up your Topic page, you should start promotion.

- **Press/Media Release**

A traditional media release with a catchy headline should be sent to a list of local media outlets. Be sure to include the URL of your topic page, quotes and follow up with a phone call to key media outlets. The release should be posted to your website and social media channels.

- **Newsletters**

Include a description of your topic and a link to your URL in your own organization's newsletter, and request that the same be done with the newsletters of your stakeholder organizations.

- Email Lists

Send an invitation to register with PlaceSpeak to your key stakeholders, target audiences, and other email lists. Ask them to connect to your topic, explain your project, and be sure to include a link to your topic. Encourage them to share the email with friends, family and colleagues.

- **Social Media**

Integrate your topic with social networks. In addition to including references to your topic URL, ask questions that will capture the attention of your followers, and include interesting information about your project. On Twitter, it is a good idea to create a `hashtag` for your project to make it easily searchable.

- **Notifications**

Keep participants updated and engaged when you update your topic by choosing whether or not to send an email notification out to connected participants. You may notify participants about updates such as new events or new content, but remember to keep them to a minimum to prevent emails from appearing as spam.

- **Media**

Get your topic out in the public eye by submitting an opinion or editorial piece to local and community newspapers. Appear on local radio and TV shows to discuss your project. Be sure to mention PlaceSpeak and your topic`s URL.

- **Events**

Distribute flyers or postcards at any open houses or public meetings with the URL. PlaceSpeak has template available.

Hosting

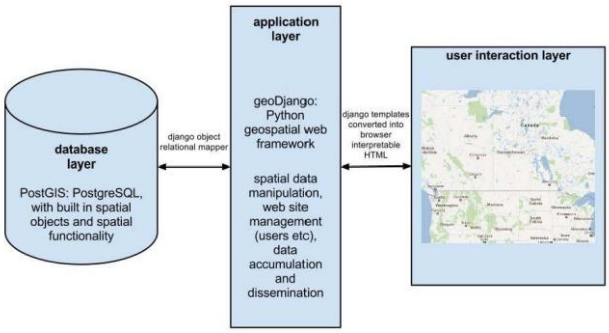
PlaceSpeak is hosted in Canada through Peer 1: http://www.peer1.com/ Peer 1 maintains the latest security devices and appliances. It also maintains network intrusion systems. Finally, Peer 1 provides regularly updated anti-virus protection on its servers.

Mobile

PlaceSpeak has been optimized for smart phones and is currently developing specific mobile applications for Android and iPhone as well.

Technology Stack

The PlaceSpeak 2.0 technology stack is a PostGIS database, a geoDjango web framework with Google Maps as our cartographic display. This combination gives us the combination of class leading geoweb technology with low implementation costs. The Django web framework enables auto detection and blocking of auto-fill input form bots and batch input. The platform is cloud-based and as such does not require any particular operating system or requirements to use.



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Appendix 2 - Support & Resources

PlaceSpeak has built in tooltips and video tutorials throughout the platform for easy reference.

List of Resources

Hard Copy Documents of Knowledge Base: http://www.scribd.com/PlaceSpeak
Videos of Tutorial Support : http://vimeo.com/placespeak
How PlaceSpeak Works and Frequently Asked Questions: https://www.placespeak.com/how_it_works/
About PlaceSpeak: https://www.placespeak.com/about/
In Person Support: info@placespeak.com, 1-866-998-6977
PlaceSpeak Blog: http://blog.placespeak.com/

Tutorial Links from Vimeo
Text Editor: http://vimeo.com/67423286
Map: http://vimeo.com/67423285
Map II: http://vimeo.com/67423283
Logo: http://vimeo.com/67423284
Image:http://vimeo.com/67423281
Sign up: http://vimeo.com/57484728
Registration: http://vimeo.com/39019564

www.placespeak.com

Appendix 3 - Terms of Use

1. ACCEPTANCE OF TERMS OF USE

1.1

Welcome to PlaceSpeak, Inc. ("we" "us" "our" or "PlaceSpeak"). As an originator of a topic for discussion on PlaceSpeak ("Topic") we refer to you, and others originating topics, throughout this Terms of Use Agreement as "Proponent", "You" or "Your". The participants providing input and comments on your Topic are referred to as "Citizen", "Citizen User" and collectively the "Citizen Community".

1.2

Your use of any of PlaceSpeak's Web site's services or software (collectively, the "PlaceSpeak Service") is subject to these Terms of Use (the "Terms of Use") in effect at the time of your use. PlaceSpeak reserves the right to update and change these Terms of Use from time to time without notice or acceptance by you, so please check this page frequently for updates and changes. However, changes made to these Terms of Use will not apply to you to the extent that (i) the changes concern matters which are the subject of an actual dispute between you and PlaceSpeak as of the date the changes take effect and (ii) PlaceSpeak has actual notice of the dispute as of the date the changes take effect.

1.3

Your use of the PlaceSpeak Service is also subject to the PlaceSpeak Privacy Policy in effect at the time of your use, which is incorporated herein as though set forth in full. You can review the most current version of the PlaceSpeak Privacy Policy.

1.4

Your use of the PlaceSpeak Service may also be subject to additional terms, conditions, policies and/or agreements applicable to a specific Web site, service, software, service level or version. In the event of any conflict between these Terms of Use and such additional terms, conditions, policies and/or agreements, the additional terms, conditions, policies and/or agreements will control. For the avoidance of doubt, if there are terms and conditions in these Terms of Use regarding subjects on which the additional terms, conditions, policies and/or agreements are silent, such silence will not constitute a conflict and the terms and conditions in these Terms of Use will control.

1.5

By signifying your acceptance of these Terms of Use or making any use of the PlaceSpeak Service, you signify your irrevocable acceptance of these Terms of Use in effect at the time of your use. If you are an individual acting as a representative of a corporation or other legal entity which wishes to use the PlaceSpeak Service, then

you represent and agree that you have the authority to accept these Terms of Use on behalf of such corporation or other legal entity and that all provisions of these Terms of Use will bind that corporation or other legal entity as if it were named in these Terms of Use in place of you.

2. YOUR ACCOUNT

2.1

PlaceSpeak can refuse registration of, or cancel, any account in its sole discretion, at any time.

2.2

Your account will be accessed through a user ID and password that you will create (your "Credentials"). Your Credentials are solely for your use. You are responsible for maintaining the confidentiality of your Credentials and you are fully and solely responsible for all activities that occur under your Credentials, whether authorized by you or not. It is your responsibility to take adequate precautions with your Credentials and to immediately notify PlaceSpeak of any unauthorized use of your Credentials.

2.3

Using your account, you may access and participate in the PlaceSpeak Service, including viewing, posting and responding to communications on and through the PlaceSpeak Service.

3. CONTENT AND INTELLECTUAL PROPERTY

[2]3.1

Your own text, images, audiovisual media and any other form of intellectual property, including the data, ideas, inventions, designs, patterns and processes in such material (collectively, "Content") that you post on or through the PlaceSpeak Service belongs to you and you may use it in any other way without restriction. But by using the PlaceSpeak Service, you are granting PlaceSpeak and certain third parties permission to use your Content as described in these Terms of Use.

3.2

By using the PlaceSpeak Service, you are granting PlaceSpeak a nonexclusive, worldwide, royalty-free, sub-license-able and transferable right and license to use, reproduce, create derivative works of, distribute, publicly perform and publicly display your Content on and through the PlaceSpeak Service and on and through services affiliated with PlaceSpeak, regardless of the form of media used or of whether such services now exist or are developed in the future. If you post Content on or through the PlaceSpeak Service, you represent and warrant that you have the right to post that Content and to grant the above rights to PlaceSpeak.

[2] Mandatory Requirement #30

3.3

PlaceSpeak may preserve your Content and may also disclose such Content, with or without notice to you, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that your Content violates the rights of any third party; or (d) protect the rights, property, or personal safety of PlaceSpeak, its users and the public.

3.4

You understand that posting your Content on or through the PlaceSpeak Service is entirely voluntary and will expose your Content to public display in a non-confidential manner. You understand that PlaceSpeak and/or any past, present or future Proponent or Citizen user of PlaceSpeak (each, a "Client") may view your Content and may develop or have developed Content which is identical or similar to yours, may already know of such Content from other sources or may have taken or will take some other action with respect to such Content. Therefore, you represent and agree to all of the following and acknowledge that PlaceSpeak and its Clients are explicitly relying on such representations and agreement with regard to your Content:

3.4.1

The Content represents your own original work and you have all necessary rights to disclose the Content. In doing so, you are not violating the rights of any third party and you know of no other individual or entity whose rights will be infringed by the Content being viewed and used as described in these Terms of Use.

3.4.2

Your disclosure of the Content does not violate a confidential relationship with any third party, establish a confidential relationship with PlaceSpeak or any of its Clients or obligate PlaceSpeak or any of its Clients to treat your Content (or any related materials) as secret or confidential.

3.4.3

Neither PlaceSpeak nor any of its Clients has any obligation, either express or implied, to make any use of your Content. However, if PlaceSpeak and/or any of its Clients do make use of your Content, whether such use is intentional or inadvertent, no compensation will be due to you or anyone else for the use of your Content or the use of any data, ideas, inventions, designs, patterns and/or processes similar to, related to or derived from your Content.

3.4.4

Neither PlaceSpeak nor any of its Clients assumes any obligation with respect to any of your Content except as set forth in these Terms of Use, unless and until it enters into a separate written contract with you, and then only as expressed in that separate written contract. In the absence of a separate written

contract, your rights with regard to PlaceSpeak or any of its Clients' user of your Content shall be as described in these Terms of Use and as existing under the laws of British Columbia and Canada.

3.4.5

If your Content is the subject of a pending or issued patent, you have disclosed or will disclose that fact in connection with posting your Content on or through the PlaceSpeak Service. To the extent you hold a patent in the Content, no license under any patent is herein granted. Any license to use patented Content shall be in the form of a separate written contract, in which event your, PlaceSpeak's and/or any of its Clients' respective obligations shall be only those expressed in such separate written contract.

3.4.6

Neither the discussion or negotiations between you, on the one hand, and PlaceSpeak and/or any of its Clients, on the other hand, relating to the possible purchase or license of your Content, nor the making of any offer for the purchase or license of your Content, shall prejudice PlaceSpeak and/or any of its Clients in any way, or be construed as recognition of the novelty, originality, priority, other rights or value of your Content. Further, PlaceSpeak's and/or any of its Clients' consideration, discussions or negotiations with you will not in any way impair PlaceSpeak's and/or any of its Clients' right to contest the validity or infringement of your rights in and to the Content.

3.4.7

You hereby irrevocably release and forever discharge PlaceSpeak and its Clients and their affiliates and subsidiaries (together, the "Released Parties") from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against the Released Parties or their respecting successors and assigns with respect to the Content, including without limitation in respect of how the Released Parties, directly or indirectly, use the Content, with the sole exception that the foregoing release and discharge does not apply to your right to bring a claim of patent infringement arising from use of your Content.

3.5

Content posted by another person or company on or through the PlaceSpeak Service belongs to the poster. Except as expressly permitted in these Terms of Use, you do not have the right to use, reproduce, create derivative works of, distribute, publicly perform or publicly display any Content that does not belong to you, other than viewing of the Content on or through the PlaceSpeak Service as PlaceSpeak may make available.

3.6

PlaceSpeak owns the PlaceSpeak Service as a whole, including all computer code, graphics, user interfaces and audiovisual content used to provide the PlaceSpeak Service, and the combination of all the elements on the

PlaceSpeak Service. The PlaceSpeak Service as a whole, the computer code of the PlaceSpeak Service, the user interface and graphic elements are all copyrighted works of PlaceSpeak. Various other aspects of the PlaceSpeak Service may be protected by intellectual property laws including laws of copyright, trademark, service mark, patent and trade secret.

3.7

PlaceSpeak owns all right, title and interest in and to the PlaceSpeak Service. PlaceSpeak reserves all rights to the PlaceSpeak Service that are not expressly granted herein. By way of example only, and not limitation, you do not have the right to modify, adapt, translate, or reverse engineer any portion of the PlaceSpeak Service and you do not have the right to index or aggregate any portion of the PlaceSpeak Service (either by hand or by means of a robot, spider, or other device). Nothing in this Agreement will be construed as granting you any property rights in the PlaceSpeak Service or to any invention or any patent, copyright, trademark or other intellectual property right that has been issued, or that may issue, based on the PlaceSpeak Service.

4. CODE OF CONDUCT

4.1

PlaceSpeak has the right, but not the obligation, to remove or block Content from the PlaceSpeak Service that it determines in its sole discretion to be in violation of these Terms of Use, to be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable, that violates any party's intellectual property or that is detrimental to the quality or intended spirit of the PlaceSpeak Service. PlaceSpeak also has the right, but not the obligation, to limit or revoke the use privileges of the account of anyone who posts such Content or engages in such behavior.

4.2

PlaceSpeak will use common sense and business sense regarding Content or behavior allowed on or through the PlaceSpeak Service. Examples of unacceptable Content or behavior include:

4.2.1

Abuse, harassment, threats, flaming or intimidation of any person or organization.

4.2.2

Engaging in or contributing to any illegal activity or activity that violates others' rights.

4.2.3

Use of derogatory, discriminatory or excessively graphic language.

4.2.4

Providing information that is false, misleading or inaccurate.

4.2.5

Hacking or modifying the PlaceSpeak Service or another Web site to falsely imply an association with PlaceSpeak.

4.2.6

Implying or pretending to be affiliated with a company or organization with which you are not affiliated, or misrepresenting the extent of your affiliation or role with an affiliated company or organization.

4.2.7

Transmitting worms, viruses or harmful software.

4.2.8

Sending unwanted messages to other users (aka "spam").

4.2.9

Disclosing personal or proprietary information of another person or organization.

4.3

PlaceSpeak cannot and need not control all Content posted by third parties on or through the PlaceSpeak Service, and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the PlaceSpeak Service you may be exposed to Content that you may find offensive, indecent, incorrect or objectionable and you agree that under no circumstances will PlaceSpeak be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content. You understand that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the content, integrity, and accuracy of such Content. If you would like to report objectionable materials, you may use the flagging feature by clicking the "Inappropriate" link attached to every topic post and reply. Urgent issues can be reported to urgent@placespeak.com.

5. INTERNATIONAL USE

5.1

The PlaceSpeak Service is hosted in Canada. If you use the PlaceSpeak Service from outside of Canada, you acknowledge that you are voluntarily transferring information (potentially including personally-identifiable information) and Content to Canada and agree that PlaceSpeak's collection, use, storage and sharing of your information and Content is exclusively subject to the laws of British Columbia and Canada, not of the jurisdiction in which you are located.

5.2

You will comply with all British Columbia and Canadian laws, rules and regulations applicable to the export of products, services, software and technical data regardless of the jurisdiction in which you are located.

6. COPYRIGHT INFRINGEMENT

6.1

Copyright Infringement Notices. If you believe that any material available on or through the PlaceSpeak Service violates your copyright, you may send PlaceSpeak a copyright infringement notice. The Copyright Act requires that your notice must be in writing and must include substantially all of the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit PlaceSpeak to locate the material. PlaceSpeak requests that complete URLs for each instance of the allegedly infringing material be provided.

Information reasonably sufficient to permit PlaceSpeak to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the copyright infringement notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Your written copyright infringement notice must be sent to PlaceSpeak's designated copyright agent via mail or email. Please be aware that the Copyright Act provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

6.2

Copyright Abuse Policy. PlaceSpeak will terminate, in appropriate circumstances, account holders of PlaceSpeak's system or network who are repeat copyright infringers.

6.3

Designated Copyright Agent. Copyright Agent PlaceSpeak Inc. 1005 Cypress Street Vancouver, BC V6J 3K6 By email: copyright@placespeak.com The Copyright Agent should only be contacted if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on or through the PlaceSpeak Service. The Copyright Agent will not respond to any other inquiries.

7. CANCELLATION AND TERMINATION

7.1

PlaceSpeak, in its sole discretion and at any time, may discontinue providing the PlaceSpeak Service, or any part thereof, with or without notice. Any termination of your access to the PlaceSpeak Service under any provision of these Terms of Use may be effected without prior notice. PlaceSpeak may immediately deactivate or delete your account, as applicable, and all related information and Content and bar any further access to such information, Content or to the PlaceSpeak Service. PlaceSpeak will not be liable to you or any third party for any termination of your access to the PlaceSpeak Service.

7.2

PlaceSpeak, in its sole discretion and at any time, may discontinue providing the PlaceSpeak Service, or any part thereof, with or without notice. Any termination of your access to the PlaceSpeak Service under any provision of these Terms of Use may be effected without prior notice. PlaceSpeak may immediately deactivate or delete your account, as applicable, and all related information and Content and bar any further access to such information, Content or to the PlaceSpeak Service. PlaceSpeak will not be liable to you or any third party for any termination of your access to the PlaceSpeak Service.

7.3

After cancellation or termination of your account for any reason, you will no longer have access to your account and all information and Content in your account or that you have stored on the PlaceSpeak Service may be, but is not required to be, deleted by PlaceSpeak. PlaceSpeak will have no liability for information or Content that is deleted due to the cancellation or termination of your account for any reason.

8. ADDITIONAL TERMS APPLICABLE ONLY TO CLIENTS

8.1

If you are a Proponent of the PlaceSpeak Service, the following terms also apply to you.

8.2

Subscriptions to the PlaceSpeak Service may be made available in different service levels. Not all of the features and functionality of the PlaceSpeak Service may be available in each version or service level. The features and functionality of each version or service level may be changed from time to time at PlaceSpeak's discretion.

8.3

In order to subscribe to the PlaceSpeak Service, you may be required to provide PlaceSpeak with billing and account information ("Billing Information") for a credit card, payment card or another payment system for which you are authorized to approve charges (each, a "Payment Source") to allow PlaceSpeak to collect payment from you for your use of the PlaceSpeak Service. You must provide PlaceSpeak with true, accurate, current and

complete Billing Information and maintain and promptly update your Billing Information to keep it true, accurate, current and complete.

8.4

Unless other payment arrangements have been made in advance and confirmed by PlaceSpeak, you authorize PlaceSpeak to automatically and immediately bill your Payment Source when charges for your use of the paid version of the PlaceSpeak Service are due, without any further action on your part or other prior notice on the part of PlaceSpeak. You assume full responsibility for such charges, even if such charges are declined or not paid by your Payment Source.

8.5

If your Payment Source is invalid, if charges billed to your Payment Source are declined or not paid or if you fail to pay charges for a paid version of the PlaceSpeak Service when due, your account may be downgraded, suspended or cancelled, at PlaceSpeak's discretion. If your account is suspended, PlaceSpeak may, but is not obligated to, maintain your account and/or related content and information, in order to allow you pay the past-due charges and restore your account. If the charges are not paid, your account may be cancelled.

8.6

Unless stated to the contrary, all charges for paid versions of the PlaceSpeak Service are non-refundable, even if your use of the paid version of the PlaceSpeak Service is cancelled before the end of your current billing period.

8.7

Unless stated to the contrary, all currency references in paid versions of the PlaceSpeak Service are in Canadian dollars.

8.8

IIn addition to any other remedies available to PlaceSpeak, you will pay a late fee of one percent (1%) per month (or the maximum amount permitted by applicable law, whichever is less) for any late payments hereunder.

8.9

You are solely responsible for any and all taxes, levies, charges and fees incurred or that may be payable to any taxing authority in connection with the transactions hereunder, other than any income tax incurred by PlaceSpeak. Applicable sales or consumptions taxes are in addition to all fees stated for use of the PlaceSpeak Service.

8.10

PlaceSpeak grants to you, commencing on the effective date of your subscription to the PlaceSpeak Service (the "Effective Date") and continuing thereafter for the term of your subscription (unless terminated earlier pursuant to these Terms of Use), a non-exclusive, non-transferable (except as permitted below), world-wide, limited

license to make use of the then-current versions of the PlaceSpeak Service to which you have subscribed for the purposes of creating, maintaining and administering a Topic. The PlaceSpeak Service is licensed hereby, not sold.

8.11

"Proponent Content" means any content owned, controlled or licensed by you. You hereby grant to PlaceSpeak a non-exclusive, transferable, worldwide, royalty-free, limited license to reproduce, create derivative works from, distribute, perform, display and otherwise use the Proponent Content for the sole purpose of providing the Topic Community.

8.12

"Citizen Content" means any content uploaded to the Topic by a citizen. To the extent of your rights in and to the Citizen Content, you hereby grant to PlaceSpeak a non-exclusive, transferable, worldwide, royalty-free, perpetual license to reproduce, create derivative works from, distribute, perform, display, to otherwise use the Citizen Content (i) for the sole purpose of providing the Topic on the PlaceSpeak Service, (ii) for syndicating the Citizen Content to third parties to the extent authorized by the Citizen Community who made the Citizen Content available to PlaceSpeak and (iii) to retain the Citizen Content to the extent authorized by Citizen Community who made the Citizen Content available to PlaceSpeak.

8.13

As between you and PlaceSpeak, you are solely responsible for the acts and omissions of the users of the Topic and you are solely responsible for managing the interaction among the Citizen Community and between the Citizen Community and You.

8.14

You will not store or transmit, nor allow any user of the Topic to store or transmit, any Proponent Content or Citizen Content on or through the PlaceSpeak Service that violates these Terms of Use, that violates any acceptable use policy applicable to the Topic or that is, is alleged to be or, in PlaceSpeak's sole discretion, may be in violation of any law, rule or regulation or of any third party's rights, or otherwise exposes PlaceSpeak to any liability.

8.15

To comply with applicable laws and lawful governmental requests, to protect PlaceSpeak's systems and customers, or to ensure the integrity and operation of PlaceSpeak's business and systems, PlaceSpeak may access, store and/or disclose any information stored or transmitted on or through the PlaceSpeak Service which PlaceSpeak considers necessary or appropriate, including, without limitation, user information, IP address and traffic information, usage history, Proponent Content and Citizen Content. PlaceSpeak also reserves the right to report any activity that it suspects violates any law, rule or regulation to appropriate law enforcement officials, regulators or other appropriate third parties.

8.16

You may not assign your subscription to the PlaceSpeak Service, and such any assignment by you will be null and void; provided, however, that you may assign your subscription to the PlaceSpeak Service to its successor in interest in connection with the sale of your business as a going concern or in connection with the sale of all, or substantially all, of your assets.

9. GENERAL TERMS

9.1

These Terms of Use will remain in full force and effect while you use the PlaceSpeak Service. Those terms that can continue to operate after you stop using the PlaceSpeak Service (including without limitation your Content license to PlaceSpeak and the General Terms in this Section), will survive after you stop using the PlaceSpeak Service.

9.2

You agree to indemnify and hold PlaceSpeak, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your actions in using the PlaceSpeak Service, (ii) a claim that you, or any third party using your Credentials, infringed any intellectual property or other right of any person or organization using the PlaceSpeak Service, or (iii) the violation of these Terms of Use by you, or any third party using your Credentials.

9.3

THE PLACESPEAK SERVICE IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, AS TO THE OPERATION OF THE PLACESPEAK SERVICE, OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE PLACESPEAK SERVICE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PLACESPEAK AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, PLACESPEAK AND ITS AFFILIATES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER INFORMATION CONTAINED IN THE PLACESPEAK SERVICE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLACESPEAK DOES NOT WARRANT THAT THE PLACESPEAK SERVICE WILL BE AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLACESPEAK SERVICE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PLACESPEAK OR THE PLACESPEAK SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

9.4

NEITHER PLACESPEAK NOR ITS AFFILIATES WILL BE LIABLE, UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PLACESPEAK'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO PLACESPEAK FOR THE PLACESPEAK SERVICE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (ii) ONE HUNDRED DOLLARS ($100.00).

9.5

These Terms of Use (including any additional terms, conditions, policies and agreements incorporated herein) are the entire agreement between PlaceSpeak and you regarding the PlaceSpeak Service. Any dispute arising from or related to these Terms of Use will be governed by the laws of the Province of British Columbia and Canada without regard to conflict of law principles. Any such dispute will be resolved through binding arbitration by a single arbitrator. The arbitration will be held in Vancouver, British Columbia. The failure of PlaceSpeak to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and be enforceable.

10. Refund Policy

All sales are final and refunds are provided only for accidental duplicate orders. Refunds will only be made to the credit card through which the original purchase was made. An administration fee may apply in such cases to cover processing costs and third-party commissions.
Ordering a software license signifies your acceptance of this Refund Policy.

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