

TERMS OF SERVICE

Welcome to YourIdeaCounts.com (the "Site"), which offers, directly and indirectly, free access version ("General Access") and paid premium membership ("Premium Membership") to a plugin ideation tool (both the General Access and "Premium Membership" maybe collectively referred to as the "Services".) The operators of the Site and Service is Shapiro Cloud, LLC, which is referred to as "We", "Us", "Our", or "Shapiro Cloud."

The following Terms of Service applies when you view or use the Site or the Services. Please review these terms carefully. By accessing or using any part of the Site or using the Services, you agree to become bound by and are agreeing to the terms and conditions of this agreement. If you do not agree with these Terms of Service, you may not, and should not access or use the Site or use the Services.

PRIVACY POLICY

Shapiro Cloud respects the privacy of its users. Please refer to our Privacy Policy (found here: <https://www.yourideacounts.com/privacy-policy/>) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use our website, you signify your agreement to our Privacy Policy.

ELIGIBILITY

Great ideas can come from anywhere, but because of the varied subject matter on the Site and that may be provided through the Services, we require all users to be 18 years of age or older. We will not be responsible for any liabilities, losses, or damages arising from unauthorized or unsupervised use. The Children's Online Privacy Protection Act also prohibits the collection of information on children under the age of 13 without verifiable parental consent, and some states such as California limit information that may be collected on minors under 16 years of age. If you become aware of anyone under the age of 18 using our Site or Services, please contact us at info@shapiro.cloud. For general membership, we do not have the ability to revoke the General Access plug-in/extension but, if they are using the Premium Membership we will terminate their membership, remove their account and delete their information.

ACCURACY OF REGISTRATION INFORMATION

To the extent that you use the Services, register or provide your information on the Site, you warrant and represent that: 1) your Membership contact information is accurate and up to date at all times; 2) you have the rights or license to any user Content you post; and 3) you will comply with these Terms of Service at all times in relation to the use of the Site and Services.

AVAILABILITY OF SITE AND SERVICES

You acknowledge, that the traffic of data through the Internet may cause delays during the

download or transmission of information from the Site or Services. Accordingly, you agree that you shall not hold Shapiro Cloud liable for delays that are ordinary in the course of Internet use. You further acknowledge and accept that the Site and Services will not be available on a continual twenty-four-hour basis due to such delays, or delays caused by Shapiro Cloud upgrading, modifying, or performing standard maintenance of the Site.

USE AND CONDUCT RESTRICTIONS

USER CONTENT

"Idea Content" refers to a work or works of writing, video, audio or images that you post using the Services. An Idea Content and any comments posted thereto is composed with various forms of "User Content," namely any media (including, but not limited to, each Idea Content posting, as well as other text, text formatting, images, audio, or video) that is created, originated, edited, modified, uploaded or shared by users (including you) in any way and in any form using the Site.

All User Content using the Services are subject to the following limitations and uses:

Your permission to use the Site is conditioned upon the following Use and Conduct Restrictions. You agree that you will not under any circumstances:

- Post any Content that is abusive, threatening, obscene, pornographic, defamatory, libelous, or racially, sexually, religiously or otherwise objectionable, or offensive in the opinion of Shapiro Cloud management and staff;
- Use the Site or Services for any unlawful purpose or the promotion of activities that violate the laws of the United States, its states, or any foreign political entity having jurisdiction over this Terms of Service, whether or not the foreign political entity is a country or a subdivision (such as a state or province) or municipality (such as a city, town, county, or region) of a foreign country;
- Infringe on anyone's intellectual property rights, defame, harass or abuse anyone or any group, impersonate anyone, or otherwise violate the rights of a third party;
- Interfere or attempt to interfere with the proper functioning of Shapiro Cloud's Site or Services, or hack, crack, phish, SQL inject, or otherwise compromise the security or integrity of Shapiro Cloud's Site and Services, those of its partners, or its users' computers;
- Make any automated use of the system, or take any action that we deem to impose or to potentially impose unreasonable or disproportionately large load on our (or our third-party providers') servers, system and network infrastructures;
- Bypass any measures we (or our third-party providers) take to restrict access to our Site or Services, or use of any technology, or device to scrape, spider, or crawl our website or harvest or manipulate data (other than such uses permitted by our third party licensors);

- Publish or link to malicious content intended to damage or disrupt another user's browser or computer; or
- Do anything else which, at the sole discretion of Shapiro Cloud, could bring Shapiro Cloud or Shapiro Cloud into disrepute, or which violates the rights of any person.

You are solely responsible for the User Content that you post, upload, link to, or otherwise make available via our Site. The following rules pertain to User Content. By transmitting and submitting any User Content while using the Site, you agree as follows:

- You are solely responsible for the activity that occurs as a result of you posting User Content while using the Services;
- You will not post information violates the Use and Conduct Restrictions, described above;
- You hereby affirm we have the right to: monitor Site and Services activity, determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice, provided however, Shapiro Cloud does not, and cannot, pre-screen or monitor all User Content;
- You agree that Shapiro Cloud, on its own or through users of the Site and Services, may, if possible to do so, monitor and flag content, if Shapiro Cloud finds such User Content objectionable for any reason, in its sole discretion such User Content may be removed without any Shapiro Cloud liability for such actions;
- You understand and agree that any liability, loss or damage that occurs as a result of the use or removal of any User Content that you make available or access through your use of the Site is solely your responsibility;
- Shapiro Cloud is not responsible for any public display or misuse of your User Content nor is it responsible for any removal of your User Content;
- Reliance on any information provided by the Site or appearing on the Site is solely at your own risk.

License to User Content

You retain all right, title and interest in your Idea Content, comments and other User Content. However, subject to our obligations in the Privacy Policy, by creating and/or sharing any User Content via the Site, you expressly grant, and you represent and warrant that you have a right to grant, to the Shapiro Cloud a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of the User Content you post, comments and all other such User Content as well as your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site or Services.

MEMBERSHIP TERMS

The Site is a membership site and all Services are subscription based. Please note that all subscriptions will be automatically renewed at the end of your subscription period by our payment provider unless you give us two (2) days advance notice. We will exercise reasonable efforts to give you fifteen days advance notice of any Premium Membership renewals.

GENERAL MEMBERSHIP

General Access is free, subject to all of the terms, conditions, releases and disclaimers contained in these Terms of Service.

PREMIUM MEMBERSHIP

Premium Membership is available for payment off an annual subscription fee. The benefits and levels of Premium Membership is located at <https://www.yourideaccounts.com/comparison-and-pricing/> and may be altered at any time upon notice to our Premium Members. These benefits are solely available for paying customers who purchase our Premium Membership and your use of Premium Membership benefits is limited to level of membership you purchase. Any breach of such terms or these Terms of Service will result in immediate termination.

If you wish to cancel your Premium Membership subscription follow the link from your WordPress dashboard and cancel no less than two (2) days before your next scheduled subscription payment. We will not grant any exceptions and if your subscription payment is automatically renewed we will assume that you have done so with your express permission. If you choose to cancel your subscription, your membership will remain active until the end of your current billing cycle.

NO REFUNDS

No refunds will be given for subscription payments for any reason, except in the case it is due to billing errors on our end. Your current payment plan, method, and next payment date is available to view on your subscription dashboard.

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responsible for support of modified or altered versions of our Services, including but not limited to Premium Membership support.

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On the Site, Shapiro Cloud may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to the Site's users. Shapiro Cloud has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Shapiro Cloud, and Shapiro Cloud is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, safety, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by Shapiro Cloud. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

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(a) Termination of Repeat Infringer Accounts. Shapiro Cloud respects the intellectual property rights of others and requests that the users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, Shapiro Cloud has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Site who are repeat intellectual property rights infringers. Shapiro Cloud may, in its sole discretion, terminate access for participants or users who are found repeatedly to provide or post protected third-party content without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Site infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending the following information in writing to Shapiro Cloud's designated copyright agent at:

Shapiro Cloud
41 Kai Makani Loop, #201
Kihei, HI. 96753

rob@shapiro.cloud

In your notification, please include:

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description 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;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. 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; and
7. A statement that the information in the notification 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.

(c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in New York and a statement that you will accept service of process from the person who provided notification of the alleged infringement under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

If a counter-notice is received by Shapiro Cloud's copyright agent, Shapiro Cloud may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may

(in the Shapiro Cloud's sole discretion) be reinstated on the Site in 10 to 14 business days or more after receipt of the counter-notice.

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USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you (a) consent to receive communications from the Shapiro Cloud in an electronic form via any email address you may have submitted on our website; and (b) agree that all Terms of Service, agreements, notices, disclosures, and other communications that Shapiro Cloud provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-

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With respect to your use of General Access, to the maximum extent permitted by law, you hereby release Shapiro Cloud, its owners, operators, employees, agents, successors, assigns, and service providers (including payment card networks) from any and all claims, demands, liabilities, losses and damages of every kind and nature arising out of or in any way connected with such disputes. In addition, you expressly waive the provisions of California Civil Code §1542, which says:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor."

MODIFICATION OF TERMS OF USE

We can amend or replace these Terms of Service at any time. We will put up notices on our homepage and/or notify you by email to the extent we have such information, to notify you regarding any materials updates or amendments to the Terms of Service and/or Privacy Policy. For this additional reason, you should keep your contact and profile information current. It is your sole responsibility to check the Site from time to time to view any such changes in the Terms of Service. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Service. Any changes to these Terms (other than as set forth in this paragraph) or waiver of Shapiro Cloud's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of the owner of Shapiro Cloud or by notice on the

Site. No purported waiver or modification of this Terms of Service by Shapiro Cloud via telephonic or email communications shall be valid.

INDEMNITY

You agree to indemnify, defend and hold harmless Shapiro Cloud for any claim arising from your use of the Site, including payment of damages, costs, penalties and reasonable attorney fees.

GENERAL TERMS

If any part of this Terms of Service is held invalid or unenforceable, that portion of the Terms of Service will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of Shapiro Cloud to enforce any provision of this Terms of Service will not be considered a waiver of our right to enforce such provision. Our rights under this Terms of Service will survive any termination of this Terms of Service.

You agree that any cause of action related to or arising out of your relationship with Shapiro Cloud must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Service and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of Hawaii, without regard to conflict of law provisions. Any claim or dispute between us arising out of the Services will be decided exclusively in the federal and/or state courts for Maui County, Hawaii and you hereby agree to waive any objection to such forum.

Shapiro Cloud may assign or delegate these Terms of Service and/or Shapiro Cloud's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Shapiro Cloud's prior written consent, and any unauthorized assignment and delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT <https://www.yourideaccounts.com/privacy-policy/> REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

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