Belle-Idee Terms of Service

Last modified: July 19th 2016

Welcome to Idee!

Thank you for using our products and services ("Services", "Idee"). The Services are provided by Tre-Uniti LLC, (owner and maintainer of Idee) located at PO Box 888 Sedro-Woolley WA, 98284.

By using our Services, you are agreeing to these terms. Please read them carefully.

Using our Services

You must follow any policies we define within these Terms of Service.

Idee provides these services to multiple types of users. There are normal Users who may register and use the services for free as well as Beacons and Sponsors who may pay subscriptions or fees for usage.

The following terms are defined here to assist in your understanding of our Services:

User: An individual who can interact with the site and share or discuss ideas within the community.

Beacon: A physical place of worship or thought, managed by an assigned Idee user

Sponsor: An individual, business, or non-profit using Idee to promote their products or services to users.

Sponsorship: A partnership between a user and sponsor exchanging views/clicks for promos.

Article: A written post by an Idee user.

Post: A public article or picture posted by a user that is posted to the Idee community.

Draft: A private article or picture written by a user where only they may view and control the content.

Extension: An article that is inspired from Idee content such as a post, question, or extension.

Elevation: A designation by a first user of an article or picture by a second user indicating a positive response to the article.

Interaction: An elevation, extension or intolerance report constitutes an interaction.

Bookmark: A method to save content for later viewing or if a user bookmarks a Beacon then the user may connect (localize) their content to the Beacon's location using their Beacon Tag.

Notification: A signal to users when their content has recently experienced Interaction.

Intolerance: A user generated report on content that is intolerant of a belief, person, or idea.

Misuse: The use of the Services in any manner contrary to the Terms of Use.

Moderator: A user who has inspired the community and helps moderate intolerance.

Moderation: A recommendation for action regarding a specific intolerance report.

Admin: An experienced moderator who makes final adjudication on intolerance reports.

Adjudication: A judgement on whether content is intolerant or not, if yes the content is locked.

Guardian: An experienced Admin who is paid to help maintain and operate the site Services.

Community Content: Content publicly posted by a user that has interaction from other users.

Transferred: A system account for retaining any Community Content from past deleted users and also for guest users viewing public content.

Transmit: When you to upload, submit, store, send or receive with Idee.

Do not misuse our Services. For example, don't interfere with our Services or try to access the Services using a method other than the interface and the instructions that we provide. Misuse may lead to the locking of your account and we will contact you regarding your conduct. Our code is Open Source and you are welcome to make a local copy (fork) for your own testing and tweaking. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies, if we are investigating suspected misconduct, or if you otherwise misuse the System.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. You may not remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that is not Idee's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

When uploading graphic images to Idee a user must follow the below guidelines:

- Respect the users of the Idee community, this includes many different beliefs and ways.
- Refrain from uploading any illegal or illegally obtained images
- The Idee community ranges from children to elders and will be moderated accordingly
- Content that encourages or incites violence, is spam, or bullies will be subject to moderation
- Images that are pornographic or lewd will be moderated
- Images are resized upon upload while attempting to maintain the aspect ratio
- If you feel an image is intolerant you can report it through the support system

In connection with your use of the Services, we may send you service announcements, administrative messages, sponsorship promotions, beacon announcements and other information. You may opt out of some of those communications by setting your email frequency in your personal settings.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Your Idee Account

You may need a Idee Account in order to use some of our Services. You may create your own Idee Account, or your Idee Account may be assigned to you by an administrator.

To protect your Idee Account, keep your password and Nymi band confidential and secure. You are responsible for the activity that happens on or through your Idee Account. Do not reuse your Idee Account password on third-party applications. If you learn of any unauthorized use of your password or Idee Account, contact us immediately at tre-uniti@belle-idee.org

Privacy and Copyright Protection

Idee's privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Idee can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you can submit a support request within Idee or email us at tre-uniti@belle-idee.org

Your Content in our Services

Some of our Services allow you to upload, submit, store, send or receive (Transmit) content. Any content you post publicly to the Idee community may be Interacted with by other users. When content is Interacted with it becomes Community Content. You retain ownership of any intellectual property rights that you hold in that Community Content unless you decide to terminate your account, at which

point any Community Content is reassigned to the Transferred user. This is done in order to retain the integrity of the Community Content so other users' elevations and extensions remain intact. Your private drafts, notifications, bookmarks, and sponsorships are deleted when your account is terminated. Idee has a royalty free non-exclusive use to this class of Community Content. Any content that is submitted that is found to be copyright, slander, or libel will be deleted from the community. While it does disrupt the Community Content and any related Interactions it is required by law therefore we must adhere to deletion.

When you Transmit content to or through our Services, you give Idee (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new Services. This license continues even if you stop using our Services (for example, one of your posts may continue to be elevated and extended). Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

If you have an Idee Account, we may display your Profile handle, Profile photo, and actions you take on Idee in our Services, including displaying in sponsor logos, beacon pictures, and other commercial contexts. You may select which Beacon to localize (connect) your post or extension to. You may select your sponsor and therefore the logo that will appear next to your content throughout the site. At any time you may change your sponsor or beacon to change the logo appearing next to your content.

You can find more information about how Idee uses and stores content in the privacy policy. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

About Software in our Services

Idee gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Idee as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Idee, in the manner permitted by these terms. You may

not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. The majority of software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some or many of these terms.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you leave. Idee may also stop providing Services to you, or add or create new limits to our Services at any time. If you decide to delete your Idee user account, then your Community Content will be reassigned to the Transferred user. This information is vital to the integrity of the community and therefore can be edited by you as the owner until you decide to delete your account. You may delete a post or extension until it has been Interacted with by another community member. Upon account deletion your Drafts, Notifications, Bookmarks, and Sponsorships are also deleted.

If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will be inspired while using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER IDEE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, IDEE, AND IDEE'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF IDEE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, IDEE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. If you desire to be a Beacon or Sponsor within Idee then there is an application and agreement to sign. The business will hold harmless and indemnify Idee and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly and provide us feedback if you disagree with any sections. We'll post notice when there are substantive modifications to these terms on this page as well as through an announcement from Tre-Uniti. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service. You may also submit a

support request or email us at <u>tre-uniti@belle-idee.org</u> to describe your difficulty accepting the new terms.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Idee (Tre-Uniti LLC) and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of Washington, U.S.A., excluding Washington's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Skagit County, Washington, USA, and you and Idee (Tre-Uniti LLC) consent to personal jurisdiction in those courts.

For information about how to contact Idee, please contact us at tre-uniti@belle-idee.org