

## **NewAppIdea User Agreement**

This is a legal contract between you and NewAppIdea (collectively “NewAppIdea” we”, or “us”). This User Agreement sets out the terms and conditions under which Members may utilize our web site, the NewAppIdea Service and all other NewAppIdea products or services (collectively the “Site”). Please read the Agreement carefully.

By clicking on the “I AGREE” button or using the Site you acknowledge and agree that you have read, understand, and agree to be bound by the following User Agreement (“User Agreement” or “Agreement”), which includes and hereby incorporates by reference the agreements and policies referenced in this User Agreement or linked on our website, including the Privacy Policy (collectively the “**Terms of Service**”).

NewAppIdea makes the Site available to allow people with creative application (or app) ideas (“App Idea People” or “Client(s)”) to connect with app developers (“Developers”) in order to work together online to complete, invoice, and pay for app development (“Job(s)”).

### **I. Definitions.**

A. Unless the context requires otherwise, capitalized terms in this Agreement shall have the meanings set forth in Section XVI.

### **II. NewAppIdea is Not a Party to Jobs between App Idea People and Developers.**

A. NewAppIdea is not a party to the dealing, contracting and fulfillment of a Job between a Client and a Developer, including the Developer Services. NewAppIdea has no control over and does not guarantee the quality, safety or legality of Developer Services advertised, the truth or accuracy of Job listings, the qualifications, background, or abilities of Clients or Developers, the ability of Developers to deliver Developer Services, the ability of Clients to pay for Developer Services, or that a Client or Developer can or will actually complete a transaction. NewAppIdea is not required to and does not verify any information given to us by Developers or Clients, nor does NewAppIdea perform background checks on Developers or Clients.

B. All rights and obligations for the purchase and sale of Developer Services are solely between Client and Developer. Client and Developer must look solely to the other for enforcement and performance of all the rights and obligations arising from their relationship and any other terms, conditions, representations, or warranties associated with such dealings. NewAppIdea will not act as judge, jury, arbitrator or mediator with respect to any disputes between Client and Developer. However, NewAppIdea.com will review the dispute summary submitted by the originator of the dispute, each party’s response to the dispute, if any, and all on-site communications. Off-site or off-line communications, such as correspondence via personal email, is not eligible for dispute resolution assistance. Based on its review, NewAppIdea.com will either make a non-binding suggestion as to how the parties could resolve the dispute or report that not enough data was available to make a non-binding suggestion. If the parties do not agree with NewAppIdea.com's resolution plan or not enough data was available to review, we will provide you will details of an online arbitration forum(s). The cost of such arbitration will be shared between the App Idea Person and the Developer. Any monies held in Escrow will remain in Escrow until the resolution of the dispute.

NewAppIdea.com will neither be a party to the arbitration nor liable for any actions or inactions of either party. Any disputes regarding arrangements between Client and Developers remain solely between Client and Developers. We are not involved in any transactions between you and any other users of NewAppIdea.com. You acknowledge and agree that NewAppIdea.com will not be a party to any such dispute or be obligated to take any action or refrain from taking any action toward resolving any such dispute. If you have a dispute with any other users of the Site, you hereby release NewAppIdea.com from any and all claims, demands, and damages Rev. 1.19.10

(actual and consequential) of every kind and nature, known and unknown, related to such a dispute.

C. Client and Developer each acknowledge and agree that their relationship is that of independent contractors. The Developer shall perform the Developer Services as an independent contractor and nothing in this Agreement shall be deemed to create a partnership, joint venture, agency, or employer-employee relationship between Developer and Client or between NewAppIdea and any Developer or Client.

D. Client is responsible for managing, inspecting, accepting and paying for satisfactory Developer Services in a timely manner. Developer is responsible for the performance and quality of the Developer Services in a timely manner and professional manner, consistent with industry practice, at a location, place and time that Developer deems appropriate. The manner and means that Developer chooses to perform the Job are in Developer's sole discretion and control. In performing the Job, Developer agrees to provide its own equipment, tools, and other materials at its own expense. Client and Developer each covenant and agree to act with good faith and fair dealing.

### **III. Fees; Account**

**A. NewAppIdea Fees.** When Client awards a bid, transfers money or release money from escrow through the Site, NewAppIdea charges Service Fees to Clients and Developers. NewAppIdea also charges Clients optional fees if it chooses to list its idea as a Featured App Idea or chooses to Hide Bids. Current Fees for Clients and Developers are set forth in the FAQ section of the Site. All Fees are in U.S.D.

**B. Developer Fees.** Client agrees to pay Developer for all completed Jobs in accordance with the agreed upon terms between Client and Developer. Client and Developer are each solely responsible for satisfying any income tax, VAT, payroll tax, payroll withholding, sales and use tax, governmental reporting and other legal requirements under applicable law, and all other requirements applicable to the purchase and sale of services from and by independent contractors.

**C. Accounts.** App Idea People agree to transfer and maintain all necessary funds in their account to pay NewAppIdea Fees and Developer Fees.

**D. Funding Hold.** NewAppIdea's Funding Hold service works like escrow and allows controlled, milestone payments to be made to an App Developer. NewAppIdea will accept an advance payment from a Client for a Job. We will hold such funds ("Milestone Payments") until the Client and the App Developer agree that the funds should be released to the App Developer. The funds can be released at certain milestones or in one lump sum. Once Client instruct NewAppIdea to pay an App Developer for a Job or a portion of a Job, the Client acknowledges that the App Developer has completed the Job or that portion of the Job fully and satisfactory. NewAppIdea will then disburse the Milestone Payment to the App Developer. If the Client does not approve of the App Developers work product, NewAppIdea will retain the funds until it receives joint instruction from the parties. **NewAppIdea will not resolve any disputes between the Client and App Developers.**

### **V. Restrictions**

#### **A. Right to Reject**

All requested projects, descriptions and proposals are subject to the Site's approval. The Site reserves the right to reject, cancel or remove any projects, descriptions and bids at any time for any reason whatsoever.

#### **B. Avoiding Commissions**

App Idea People: You agree not to take any action directly or indirectly to circumvent any Fees. By using the Site you agree to use NewAppIdea to make all payments to Developers you identify through the Site in order for NewAppIdea can collect its Fees. You agree not to take any action Rev. 1.19.10

directly or indirectly to circumvent these fees. As a Client, you agree to notify NewAppIdea immediately if your Developer solicits payment from you outside the Site.

Developers: You agree not to take any action directly or indirectly to circumvent Fees. By using the Site, or by communicating with Clients identified through the Site, you agree to use NewAppIdea to receive all payments from Clients you identify on the Site in order for NewAppIdea can collect its Fees. As a Developer, you agree to notify NewAppIdea immediately if your Client seeks to pay you outside the Site.

#### **C. User Accounts**

App Idea People and Developers are only authorized to create one (1) user account each at any given time.

You are strictly prohibited from creating user account(s) as both a Client and a Developer or creating multiple user accounts under different usernames, identities and business entities. Any violations will result in full suspension of your user account(s) without any further notice.

#### **D. Content Boundaries**

In order to provide the NewAppIdea service and the ability to communicate and stay connected with others, there are some limitations on the type of content that can be published with NewAppIdea. You agree:

**i. Impersonation:** You may not impersonate others through the Site in a manner that does or is intended to mislead, confuse, or deceive others

**ii. Trademark:** We reserve the right to reclaim user names on behalf of businesses or individuals that hold legal claim or trademark on those user names.

Accounts using business names and/or logos to mislead others will be permanently suspended.

**iii. Privacy:** You may not publish or post other people's private and confidential information, such as credit card numbers, street address or Social Security/National Identity numbers, without their express authorization and permission.

**iv. Violence and Threats:** You may not publish or post direct, specific threats of violence against others.

**v. Copyright:** We will respond to clear and complete notices of alleged copyright infringement. Our copyright procedures are set forth in the Terms of Service.

**vi. Unlawful Use:** You may not use our service for any unlawful purposes or for promotion of illegal activities. International users agree to comply with all local laws regarding online conduct and acceptable content.

#### **E. Spam and Abuse**

NewAppIdea strives to protect its users from spam and abuse. Technical abuse and user abuse is not tolerated on the Site and will result in permanent suspension.

Any accounts engaging in the activities specified below are subject to permanent suspension.

**i. Serial Accounts:** You may not create serial accounts for disruptive or abusive purposes. Mass account creation will result in suspension of all accounts.

**ii. Name Squatting:** You may not engage in name squatting.

**iii. Malware/Phishing:** You may not publish or link to malicious content intended to damage or disrupt another user's browser or computer or to compromise a user's privacy.

**iv. Spam:** You may not use the Service for the purpose of spamming anyone. What constitutes "spamming" will evolve as we respond to new tricks and tactics by spammers.

#### **VI. Third Party Content**

##### **A. Directory of Developers**

The Site contains a directory of Developers. The directory is populated with information from third-party sources, from Developers themselves, and from other Members. NewAppIdea provides this Rev.

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directory as a convenience and does not confirm or verify the information contained in it.

**B. Links to Third Party Sites are not Endorsements.**

This Site may contain links to other Web sites or resources and access and use of certain services offered by third parties including websites and other resources. These services are owned and operated by the third-parties and their licensors. You acknowledge and agree that NewAppIdea is not responsible or liable for: (i) the availability or accuracy of such sites or resources; or (ii) the content, advertising, or products on or available from such websites or resources. The inclusion of any link on the Site does not imply that we endorse the linked site. You use the links and those services at your own risk. Links to merchants or advertisers are owned and operated by independent retailers or service providers, and therefore, Company cannot ensure that you will be satisfied with their products, services or practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

**VII. INTELLECTUAL PROPERTY**

A. NEWAPPIDEA, MYNEWAPPIDEA, APPDEVELOPERDIRECTORY, SEIZETHEAPPS, AND NEWIPHONEAPPIDEA are trademarks of NewAppIdea. All other company and product names referenced herein are the trademarks or registered trademarks of their respective holders, including, without limitation, the marks Apple, iPhone, Google, Android, Blackberry, RIM, NewAppIdea, Twitter, MySpace, LinkedIn. NewAppIdea is not affiliated with any of the foregoing companies or products. This list may be modified from time-to-time in our discretion. You shall not register or attempt to register any of our marks or trademarks that would reasonably be deemed to be confusingly similar to any of our marks or trademarks. You shall comply with all standards with respect to our marks and all uses of the marks shall be consistent with NewAppIdea standards.

B. The Site is proprietary to NewAppIdea. All the text, images, marks, logos and other content of the Site ("Site Content") is proprietary to NewAppIdea or to third parties from whom NewAppIdea has obtained permission. NewAppIdea authorizes you to view, download, and print the Site Content provided that: (i) you may only do so for your own personal and non-commercial use; (ii) you may not copy, publish or redistribute any Site Content; (iii) you may not modify Site Content; (iv) you may not remove any copyright, trademark, or other proprietary notices that have been placed in the Site Content by NewAppIdea. The reproduction or redistribution of the Site Content, or

any portion of the Site Content, is strictly prohibited without the prior written permission of NewAppIdea.

C. Software from this Site may be further subject to United States Export Controls. No software from this Site may be downloaded or exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

**VIII. TERM; TERMINATION AND SUSPENSION**

A. This Agreement shall become effective as your contractual agreement upon your acceptance or your use of the Site, and shall continue until your Account is terminated by NewAppIdea or you as provided for under the terms of this Section. Unless otherwise agreed to in writing between the parties, either party may terminate the contractual agreement represented by this Agreement at any time upon notice to the other party. In such event, your Account is automatically terminated and you shall continue to be obligated to pay any amounts accrued but unpaid as of the date of termination to NewAppIdea for any Site Services and to any Developers for any Developer Services.

Without limiting NewAppIdea's other remedies, we may issue a warning, or temporarily suspend, indefinitely suspend or terminate your Account or a Job, and refuse to provide any or all Services to you if:

(a) you breach any terms or conditions of this Agreement or the linked policies and information Rev. 1.19.10

incorporated herein by reference, including our written policies and procedures posted on the Site; (b) we suspect or become aware that you have provided false or misleading information to us; or (c) we believe in our sole discretion that your actions may cause legal liability for you, our Members or for NewAppIdea or are contrary to the interests of the Site or the NewAppIdea user community. Once indefinitely suspended or terminated, you must not continue to use or try to use the Site under the same Account, a different Account, or reregister under a new Account. In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

**B.** Without limiting NewAppIdea's other remedies, to the extent you engage in actions or activities which circumvent the NewAppIdea Site or otherwise reduce fees owed NewAppIdea under this Agreement, you must pay NewAppIdea for all fees owed to NewAppIdea and reimburse NewAppIdea for all losses and costs (including any and all NewAppIdea employee time) and reasonable expenses (including attorney fees) related to investigating such breach and collecting such fees. However, we will notify you that your Account will be canceled if the law requires such notification. When your Account is terminated for any reason, you may no longer have access to data, messages, files and other material you keep on the Site. The material may be deleted along with all your previous posts, proposals and communications.

### **IX Legal Compliance**

You represent and warrant complying with all applicable local, state, federal and international laws and regulations, including any applicable provisions of the Payment Card Industry Data Security Standard (PCI DSS). We reserve the right to report any wrongdoing of which we become aware to the applicable government agencies or otherwise.

### **X. Representations and Warranties**

**A.** You represent and warrant that: (a) you have all necessary right, power and ability to execute this Agreement and to perform its obligations therein; (b) no authorization or approval from any third party is required in connection with your execution, delivery or performance of this Agreement, (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against you in accordance with its terms, (d) your obligations under this Agreement do not violate any law, policy or regulation or breach any other agreement to which you are bound; (e) you have all right, title or interest, or valid license to use your respective marks, and that your grant of rights associated therewith, if any, do not violate any intellectual property or other proprietary rights of any

third party; (f) you are engaged in a lawful business activity and have all necessary licenses to conduct such business activity under the laws of all jurisdictions in which you conduct business; (g) all representations and statements made by you in this Agreement, or in any other document relating hereto by you or on your behalf, are true, accurate and complete in all material respects; (h) you will comply with all laws, policies, guidelines, regulations, ordinances or rules applicable to you, this agreement, or the Service, including any regulatory body or agency having jurisdiction over the subject matter hereof; and (g) you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries).

### **B. Warranty Disclaimer**

THE SITE SERVICES PROVIDED BY NEWAPPIDEA OR ANY OF OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS ARE PROVIDED "AS IS," AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER Rev. 1.19.10

EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE WEB SITE BY ANY THIRD PARTY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING LIMITATIONS ON IMPLIED WARRANTIES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE DO NOT WARRANT OR GAURANTEE DEVELOPER SERVICES OR THE ABILITY OF APP IDEA PEOPLE TO PAY FOR SUCH SERVICES.

#### **XI. Limitation of Liability**

IN NO EVENT SHALL WE OR OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER MEMBER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUR LIABILITY TO YOU FOR ANY ACTION OR CLAIM RELATED TO THE SITE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF: (A) US\$100, OR (B) THE AGGREGATE AMOUNT OF SERVICE CHARGES ACTUALLY COLLECTED BY US FROM YOU FOR THE SITE SERVICES TO WHICH THE LIABILITY RELATES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DETERMINATION OF SUCH LIABILITY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING EXCLUSIONS AND LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### **XII. Release**

A. IF YOU HAVE A DISPUTE WITH ANOTHER MEMBER, YOU RELEASE NEWAPPIDEA (AND OUR OFFICERS, DIRECTORS, PRINCIPALS, FOUNDER(S), AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING

OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

B. TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE §1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) 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 KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

#### **XIII. Indemnity**

A. You agree to defend, hold harmless and indemnify NewAppIdea (and our officers, directors, principals, founder(s), agents, subsidiaries, joint ventures and employees) from and against any and all losses, costs, expenses, damages or other liabilities incurred by NewAppIdea from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against NewAppIdea: (a) in connection with your use of the Site Services including any payment obligations incurred through use of the Site Services; or (b) resulting from: (i) your use of the Site and/or Site Services; (ii) your decision to supply credit information via the Site, including personal financial information; (iii) your decision to submit postings and accept offers from other Members; (iv) any breach of contract or other claims made by Members with which you Rev. 1.19.10

conducted business through the Site; (v) your breach of any provision of this Agreement; (vi) any liability arising from the tax treatment of payments or any portion thereof; (vii) any negligent or intentional wrongdoing by any Member; (viii) any act or omission of App Idea People with respect to the payment of fees to any Developer; (ix) any dispute of or failure to pay any invoice or any other payment; (x) your obligations to another Member; (xi) any deliverables produced by a Developer; (xii) your decision to respond to postings and engage in development projects with another Member; or (xiii) any infringement or alleged infringement of a patent, copyright, trademark or other intellectual property right.

B. Any such indemnification shall be conditioned on our: (a) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with you in the defense or settlement thereof; and (c) allowing you to control such defense or settlement. We shall be entitled to participate in such defense through our own counsel at our own cost and expense.

#### **XIV. Data Storage**

You are responsible for creation, storage, and backup of your business records. This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on NewAppIdea's part to store, backup, retain, or grant access to any information or data for any period. We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure.

However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.

You acknowledge that you provide your personal information, or information about the entity that you represent, at your own risk.

#### **XV. MISCELLANEOUS**

**A. Entire Agreement.** This Agreement supersedes all prior and/contemporaneous agreements and Member has relied upon no representations, oral or otherwise, not contained within this agreement.

**B. Amendment.** We reserve the right to revise this User Agreement and the Terms of Service and all linked information from time to time in our sole discretion by updating this posting or any linked information. We may make such revisions without prior notice to you, so please check back often for updates. Unless otherwise provided in such revision, the revised User Agreement or Terms of Service, or part thereof, will take effect when they are posted.

**C. Governing Law; Jurisdiction.** This Agreement is

governed in all respects by the laws of the Commonwealth of Massachusetts without giving effect to any principle that may provide for the application of the law of another jurisdiction. You agree that any claim or dispute you may have against NewAppIdea must be resolved by a court located in Middlesex County, Massachusetts. You hereby submit to the exclusive personal jurisdiction of the courts located within Middlesex County, Massachusetts for the purpose of litigating all such claims or disputes. Any cause of action you may have with respect to this Site must be commenced within 30 days after it arises, or the cause of action is barred.

**D. Non-exclusivity.** Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive, and that, without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described herein.

**E. Severability; Headings.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or Rev. 1.19.10

describe the scope or extent of any section, or in any way affect this Agreement.

**F. Waiver.** The failure of any party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

**G. Force Majeure.** NewAppIdea shall not be liable for any losses arising out of the delay or interruption of its performance of obligations due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services, network provider services, hosting provider services, acts or omissions by a third party, infiltration or disruption of the Services by a third party, or other catastrophes or occurrences that are beyond NewAppIdea's reasonable control.

**H. Survival.** The provisions of this Agreement relating to any fees or other amounts owed, payment of interest on unpaid fees, confidentiality, warranties, limitation of liability, indemnification, governing law, severability, headings and this paragraph shall survive termination or expiration of this Agreement.

#### **XVI. Definitions.**

Any capitalized term not otherwise defined in this Agreement has the meaning given such term on the Site.

“**Account**” means the NewAppIdea Account you open when you register to become a Member and use the Site Services.

“**Client**” means a Member that posts a job, solicits and purchases Developer Services or identifies a Developer through the Site.

“**Developer**” means a Member that offers and delivers Developer Services or identifies a Client through the Site.

“**Developer Fees**” mean the fees charged by a Developer to Clients for development of app ideas.

“**Developer Services**” means all services delivered by Developers.

“**Fees**” means the NewAppIdea Service Fees and Payment Processing Fees.

“**Funding Hold**” shall have the meaning set forth in paragraph III.D.

“**NewAppIdea Services**” means Site Services.

“**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

“**Member**” means a person or legal entity that registers for an Account. Members include Clients and Developers.

“**Site Policies**” means the Terms of Service and all obligations, requirements, and guidelines contained in or linked from the Site. Site Policies includes, without limitation, all documents linked here.

“**Site Services**” means all services that are accessible through the Site except Developer Services.

“**Third-Party Services**” means all services that are accessible through the Site and delivered by third parties. The term Third-Party Services does not include NewAppIdea Services or Developer Services.

“**User**” means (1) a person who is a Member, using the Site on his or her own behalf, or (2) a person who is using the Site on behalf of a Member that is a company or



organization.

“**Visitor**” means a person who is only visiting the Site, not a Member or User.

“**you**” or “**your**” means a Visitor or Member accessing the Site or using the Site Services on his or her own behalf; or, if the Site Services are used on behalf of a Member, "you" means the Member for which the Site Services are used and the User who accesses the Site on behalf of such Member (and such User represents that he or she has the authority to do so on the Member's behalf). Rev. 1.19.10