

Speech Plan, Inc. Terms of Service (TOS)

Welcome to **Speech Plan**, a Web-based tool that is owned and operated by Speech Plan Inc. The software enables you to write and manage speeches online. **Speech Plan** is at times referred to in these TOS as "the Service."

Before setting up or using a **Speech Plan** account, you must read and agree to these **Speech Plan** TOS. Your use of **Speech Plan** is governed by these TOS. By using and/or establishing an account at **Speech Plan**, you ("The User") agree to be bound by and comply with the terms and conditions contained herein.

These TOS comprise a binding legal agreement between you and Speech Plan Inc. Please review this agreement carefully. By signing up for a Speech Plan account you are accepting to be bound by these TOS, and you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions, including any additional guidelines and future modifications (collectively, the "terms"). Clicking on the "create account" button is the same as signing a hardcopy contractual agreement. If you do not agree to the TOS, you should not click on this button.

1. The Speech Plan Service

Speech Plan is a web-based service available at <http://www.SpeechPlan.com> that allows you to use software developed and owned by Speech Plan Inc. and offered as a software service in order to create, upload, store, transmit, disseminate, print and otherwise distribute speeches (herein, "Content"). Your use of The Service is at your own risk. The Service is provided on an AS IS and AS AVAILABLE basis.

2. Privacy

Your privacy is important to Speech Plan Inc. The **Speech Plan** Privacy Policy is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to Speech Plan Inc.'s collection, use, and disclosure of your personal information.

3. Modification of These Terms

When using **Speech Plan**, additional posted guidelines or rules applicable to specific services and features may be posted from time to time. All such Guidelines and rules are hereby incorporated by reference into these TOS. Speech Plan Inc. may, at its sole discretion, modify or revise these TOS and policies at any time; by using The Service you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement and these TOS, you may not use The Service.

4. Use of the Service

You are responsible for your own communications and communications to and from your account with The Service, and for all Content sent to and from your account, stored under your account, and activity that occurs under your account (even when Content is posted by others who have access to your account) and for any consequences thereof or arising there from. You agree that you will use The Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to:

- A. Use the Service to upload, store, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Speech Plan Inc.;
- B. Upload, store, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations;
- C. Prevent others from using The Service; or
- D. Use The Service for any fraudulent or inappropriate purpose.

Violation of any of the foregoing may result in immediate termination of this Agreement and your account with Speech Plan Inc, and may subject you to state and federal penalties and other legal consequences. Speech Plan Inc. reserves the right, but shall have no obligation, to investigate your use of The Service in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

5. Content of the Service, Ownership, and Intellectual Property Rights

Speech Plan Inc. takes no responsibility for third-party content (including, without limitation, any viruses or other disabling features), nor does Speech Plan Inc. have any obligation to monitor such third-party content. Speech Plan Inc. reserves the right at all times to remove or refuse to distribute any Content on The Service, such as content that violates the terms of this Agreement. Speech Plan Inc. also reserves the right to access, read, preserve, and disclose any information and Content as it reasonably believes is necessary to:

- A. Satisfy any applicable law, regulation, legal process, or governmental request;
- B. Enforce this Agreement, including investigation of potential violations hereof;
- C. Detect, prevent, or otherwise address fraud, security, or technical issues (including, without limitation, the filtering of spam);
- D. Respond to user support requests; or
- E. Protect the rights, property, or safety of Speech Plan Inc., its users and the public. Speech Plan Inc. will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, services, and all other elements of **Speech Plan** provided and owned by Speech Plan Inc. are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws and are the property of Speech Plan Inc. or its subsidiaries or affiliated companies and/or third-party licensors. Except as may otherwise be noted, all trademarks, service marks, and trade names are proprietary to Speech Plan Inc. or its affiliates and/or third-party licensors.

Speech Plan Inc. does not claim any ownership of any of the Content, including any text, data, information, images, photographs, music, sound, video, or other material, that you upload, transmit, or store in your **Speech Plan** account.

6. User Representations and Warranties.

You are solely responsible for your Content and the consequences of uploading, storing, transmitting or otherwise distributing Content to and/or from your account. Except as set forth herein, Speech Plan Inc. will not use any of Content for any purpose except to provide you with The Service. By uploading, storing, transmitting or otherwise distributing Content, you affirm, represent, and warrant that:

- A. The Content and any use of it does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (ii) violate any securities law or regulation in any jurisdiction, or (iii) slander, defame, or libel any other person; and
- B. The Content does not contain any viruses, adware, spyware, worms, or other malicious code.

Violators of any third-party rights may be subject to criminal and civil liability. Speech Plan Inc. reserves all rights and remedies against any Users who violate these TOS.

7. Content Disclaimer

You understand that when using Speech Plan you may be exposed to Content from a variety of sources, and that Speech Plan Inc. is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to

such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Speech Plan Inc. with respect thereto. Speech Plan Inc. does not endorse any Content or any opinion, recommendation or advice expressed therein, and Speech Plan Inc. expressly disclaims any and all liability in connection with Content.

8. Statement of Policies

Speech Plan Inc. disclaims any and all liability in connection with or arising from Content uploaded, stored, transmitted or otherwise distributed by User. In the event Speech Plan Inc. receives any information or notice that any Content uploaded, stored, transmitted or otherwise distributed by User violate these TOS or infringes any copyright, trademark, or patent, or is alleged to infringe any copyright, trademark, or patent, Speech Plan Inc. reserves the right to immediately remove the Content without notice to the User and without any obligation to investigate an allegation of infringement. Speech Plan Inc. further reserves the right in its sole and unfettered discretion to remove for any reason whatsoever and at any time, any Content uploaded, stored, transmitted or otherwise distributed by a User, without prior notice to User. Speech Plan Inc. further reserves the right to terminate User access to the **Speech Plan** website in the event the User violates these TOS.

9. Prohibited Activities; Enforcement of Policies

By agreeing to these TOS you agree not to:

- A. Except as expressly permitted herein, use The Service for any purposes other than to access and use **Speech Plan** and such services as are offered by Speech Plan Inc.;
- B. Share a single login with multiple people. Your login may be used by only one person, but you may create separate logins for as many others as you desire;
- C. Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access **Speech Plan** accounts of others without permission, forge another persons' digital signature or identity, misrepresent the source, identity, or content of information transmitted via **Speech Plan**, or perform any other similar fraudulent activity;
- D. Make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of **Speech Plan**. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- E. Use **Speech Plan** for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- F. Defame, harass, abuse, threaten or defraud Users of **Speech Plan**, or collect, or attempt to collect, personal information about Users or third parties without their consent;
- G. Use Speech Plan if you are not legally competent to do so;
- H. Remove, circumvent, disable, damage or otherwise interfere with security-related features of Speech Plan or User Content, features that prevent or restrict use or copying of any content accessible through Speech Plan, or features that enforce limitations on the use of Speech Plan or User Content;
- I. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Speech Plan or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- J. Modify, adapt, translate or create derivative works based upon Speech Plan or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

- K. Intentionally interfere with or damage operation of Speech Plan or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- L. Use any robot, spider, scraper, or other automated means to access **Speech Plan** for any purpose or bypass any measures Speech Plan Inc. may use to prevent or restrict access to **Speech Plan**;
- M. Interfere with or disrupt **Speech Plan**, servers or networks connected to **Speech Plan**, or disobey any requirements, procedures, policies or regulations of networks connected to **Speech Plan**.

Speech Plan Inc reserves the right to scan all content to ensure compliance with these TOS. In the event that Speech Plan Inc determines that your use of **Speech Plan** is in violation of these TOS, then Speech Plan Inc shall have the right without recourse by the User to immediately terminate your account.

10. Account, Payment, Refund, Upgrading, and Downgrading

When you use **Speech Plan**, you may be asked to establish an account and establish passwords. You are solely responsible for maintaining the confidentiality of your account and passwords and for restricting access to your computer and/or account, and you agree to accept responsibility for all activities that occur under your account or passwords. You agree that the information you provide to Speech Plan Inc. on registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then you agree to immediately notify Speech Plan Inc. You may be liable for the losses incurred by Speech Plan Inc. or others due to any unauthorized use of your **Speech Plan** account.

- A. An upgrade from the free plan to any paying plan will end your free trial. You will be billed for your first month immediately upon upgrading;
- B. The Service is billed in advance on a monthly or annual basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made;
- C. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes;
- D. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle; and
- E. Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Speech Plan Inc. does not accept any liability for such loss.

11. User Indemnifications and Hold Harmless

User agrees to defend, indemnify and hold harmless Speech Plan Inc., its affiliated companies, officers, directors, employees and agents from and against all claims, demands, suits, costs, damages, and expenses, including but not limited to attorneys' fees and reasonable settlements that Speech Plan Inc. may sustain or incur by reason of (a) use of **Speech Plan** website, (b) breach, alleged breach or violation of the foregoing warranties, representations and covenants, (c) any violation of any third party right arising from User Content submitted by User, (d) any claim that any User Content submitted by User caused damage to a third party, (e) any allegation or claim that Use of **Speech Plan** by Users constitutes a securities violation in an jurisdiction, or (f) any other violation of these TOS. User's obligation to defend, indemnify and hold harmless Speech Plan Inc. shall survive these TOS and **Speech Plan**.

12. Disclaimer of Warranties

Use of **Speech Plan** shall be at the User's sole risk. To the fullest extent permitted by law, Speech Plan Inc., its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with **Speech**

Plan and use thereof. Speech Plan Inc. assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of website content, (ii) personal injury or damage, of any nature whatsoever, resulting from access to and use of **Speech Plan**, (iii) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through **Speech Plan** website by any third party, and/or (iv) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via **Speech Plan**.

Speech Plan Inc. does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through Speech Plan or any hyperlinked website or featured in any banner or other advertising. Speech Plan Inc. will not be a party to or in any way be responsible for monitoring any transaction between a user and third-party providers of products or services.

13. Limitations of Liability

User agrees not to hold Speech Plan Inc., its officers, directors, employees or agents liable for any loss or damage, whether direct, indirect, incidental, special, punitive, or consequential, incurred as a result of user's use of **Speech Plan**, (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or damage of any nature whatsoever, resulting from user's access to and use of **Speech Plan**, (iii) any interruption or cessation of transmission to or from **Speech Plan**, (iv) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through **Speech Plan** by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of user's use of any content posted, emailed, transmitted, or otherwise made available via **Speech Plan**, whether based on warranty, contract, tort, or any other legal theory, and whether or not Speech Plan Inc. is advised of the possibility of such damages.

Certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If you reside in such a jurisdiction, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights. The limitations or exclusions of warranties, remedies or liability contained in these TOS apply to you to the fullest extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located.

14. Termination

You may cancel your use of The Services and/or terminate your account and this Agreement with or without cause at any time by providing notice to Speech Plan Inc.; provided, however, that a terminated account may continue to exist for a reasonable period of time before such cancellation takes effect in order for Speech Plan Inc. to process the termination. You may terminate your account **ONLY** in the manner set forth in this section 14. In addition to the right to terminate your account for using **Speech Plan** in a manner that violates these TOS as provided in section 9, Speech Plan Inc. may at any time and for any reason terminate The Service, terminate this Agreement, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information and Content may remain in the **Speech Plan** system.

In order to terminate your account, you may contact Speech Plan Inc. via email. You may also terminate your account from the Profile page of the Service.

15. Miscellaneous Terms

- A. These TOS shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflicts of laws principles. User consents to the exclusive jurisdiction and venue in the state and federal courts in Broward County, Florida;
- B. Speech Plan Inc. may transfer and assign these TOS without restriction. User may not transfer or assign any of these TOS;
- C. User affirms and warrants that User is legally competent to enter into these TOS, and the conditions, obligations, affirmations, representations, covenants and warranties set forth herein;
- D. If any provision of these TOS is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remaining provisions of these TOS shall

not be affected;

- E. No waiver of any term of these TOS shall be deemed to constitute a continuing waiver of such term; and
- F. Speech Plan Inc. may provide you with notices, including those regarding changes to these TOS, by email, regular mail or postings on **Speech Plan**. Notice will be deemed given twenty-four hours after email is sent, unless Speech Plan Inc. is notified that the email address is invalid. Alternatively, Speech Plan Inc. may give you legal notice by mail to a postal address, if provided by you through Speech Plan. In such case, notice will be deemed given three days after the date of mailing. Notice posted on Speech Plan is deemed given five (5) days following the initial posting.