

# SOLARI TERMS AND CONDITIONS OF USE, INCLUDING DIGITAL MILLENNIUM COPYRIGHT ACT POLICY

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## 1. Terms of Service

By accessing this website, you are agreeing to be bound by these Terms and Conditions of Use (hereafter “Terms” or “Terms of Use”) and all applicable laws and regulations, and you agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these Terms, you are prohibited from using or accessing this site. If you do not agree to these Terms, you have no right to obtain information from or otherwise to continue using our Services, including using the solari.com website, purchasing anything offered on the site, or using the Services. Failure to use the website, application, or services in accordance with these Terms may subject you to civil and criminal penalties.

The materials contained in this website are protected by applicable copyright and trademark law. At any time, we may choose to update these Terms in accordance with Section 14 Notice & Notifications. We encourage you to frequent these Terms inasmuch as your continued use of any Solari Services will mean you accept those changes, whether you have read them or not. In addition, you and Solari shall be subject to any posted guidelines or rules applicable to the Services, which may be posted from time to time.

## 2. Definitions

- A. **Services.** Services provided by Solari, Inc. (hereafter “we,” “us,” or “Solari”), including but not limited to (1) access to the solari.com website and its subdomains, including but not limited to Solari Connect, interactive functions, and the Solari Store; (2) mobile apps and other software; (3) digital newsletters; and (4) print publications.
- B. **Solari Website and Solari Site.** Any Internet website owned by Solari, including solari.com and its subdomains.
- C. **Users.** Individuals who access any Solari Service.
- D. **Readers.** Users of the Services with access to the unpaid services only and merchandise and materials available to non-Subscribers.
- E. **Subscribers.** Users of the Services with access to the unpaid Services, and any number of paid Services according to their subscription model, including but not limited to Solari Report subscribers.
- F. **Account (also User Account, Solari Account, or Subscriber Account).** A digitally accessed account on any number of Solari Services by which a User can access and manage certain information relevant to that User’s subscriptions.

- G. **Solari Store.** A digital storefront and checkout system accessed through any number of Solari Services.
- H. **User Content.** All information and data authored by Users on a Solari Service, including but not limited to visual and/or audio content, written posts and comments, software, or scripts generated, provided, or otherwise made accessible on or through the Services.

### 3. Eligibility

You agree that by using the Service, you represent that you are at least 18 years old and that you are legally able to enter into this agreement. If you are under 18 or otherwise legally unable to enter into this agreement, you may not use the Services of Solari. We may change these eligibility criteria at any time. We may also refuse to offer the Services to anyone for any or no reason.

It is your responsibility to ensure that your use of the Services under the Terms complies with all applicable laws, rules, and regulations (collectively “Laws”). If at any time your use of all or any part of the Services conflicts with any Laws, your right to use the Services is revoked.

### 4. Making and Using an Account

Solari provides resources and includes assets which are freely available to the public as well as those that require you to sign up for Services by registering for an account (“Account”). When you are required to open an account to use or access the Site or Services, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a user name and password. You are responsible for keeping the email address associated with your Account accurate and up to date.

You agree not to (1) intentionally impersonate another person by using their name and/or email address or (2) use a name and/or email address for which you do not have the proper authorization. If you make an account on behalf of another person, you must first have proper authorization from that person.

You are entirely responsible for maintaining the confidentiality of your password. Never publish, distribute, or post your Account login information. You are responsible for any activity that occurs on your Account.

You are responsible for any decision to use the Services, either by yourself or with another user, so long as you share ownership of or have authorization to use the data contained in your Account.

You may not use another person’s Account or registration information for the Services without permission from the owner of that Account.

You agree to notify us immediately of any unauthorized use of your account, user name, or password, other security breach, or change in your eligibility to use the Services. Solari shall

not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Solari, our affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

You agree to keep your profile information up to date, including but not limited to your name and email address and billing information. We are not responsible for any Services issues arising from your failure to keep your account information current, such as payment processing errors or fees.

You may delete your Account at any time.

## **5. Permissible Use of Solari Sites**

Permissible use of Solari Services requires that you agree to use the Services only for lawful purposes and to comply with these Terms and all applicable Laws. Solari intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms or of any applicable laws. You also agree to respect the privacy and secure information of other users of the Services. When accessing the Site or using the Services, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Services and the Site is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights caused by any Content you provide or transmit, or that is provided or transmitted using your Account. Our DMCA Policy covers the process regarding alleged violations of intellectual property laws and can be read below.

In your use of the Solari Services, you agree and understand you may not do any of the following:

- A. Reproduce, modify, distribute, store, or copy Solari materials for any purposes other than using Solari Services.
- B. Use the materials for any commercial purpose, or for any public display (commercial or noncommercial).
- C. Attempt to decompile or reverse-engineer any software contained on Solari Services.
- D. Remove any copyright, author attribution, or other proprietary notations from the materials.
- E. Use the Solari Services, or advocate for use of the Solari services, for any illegal or unauthorized purpose.

- F. Post, email, upload, transmit, or otherwise make available information, materials, or other User Content that is illegal, that invades another's privacy, or that promotes violence against an individual or group other than in self-defense. This includes User Content that is unlawful, threatening, defamatory, abusive, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, obscene, vulgar, pornographic, containing or depicting of nudity, containing or depicting of sexual activity, or is otherwise inappropriate as determined by Solari in its sole discretion. We believe in free speech. However, we insist on civil discourse and good manners.
- G. Take any action that would impair the Solari Services, including, but not limited to denial of service attacks.
- H. Upload, download, display, post, email, transmit, or otherwise make available or allow anybody else to make available in any manner:
  - i. Any information, materials, or other User Content that infringes another's rights, including any intellectual property rights.
  - ii. Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation whether prohibited by local law or not.
  - iii. Any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or interfere with or disrupt the Solari Services or any servers or networks connected to Solari Services, or disobey any requirements, procedures, policies, or regulations of networks connected to Solari Services.
  - iv. Any material you know to be false, misleading, or inaccurate, including any misrepresentation regarding Solari, the Solari Website, or the Services.
  - v. Any material that intimidates, impersonates, or harasses any person or entity, including any of our representatives, employees, and users.
  - vi. Any material that, in Solari's sole discretion, constitutes unauthorized or unsolicited advertising, or otherwise solicits funds or is a solicitation for goods or services, or is junk or bulk e-mail, regardless of whether similar communications are prohibited by local law or not, and any material that solicits the sale or purchase of a security.
- I. Modify, adapt, or hack the Solari Services or falsely imply that some other site is associated with the Solari Services.
- J. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- K. In the use of the Solari Services, violate any laws in your jurisdiction (including but not limited to copyright laws).
- L. Transfer the materials to another person or "mirror" the materials on any other server.

Any violation of these policies, as determined in the sole discretion of Solari, may result in actions taken by Solari that include, but are not limited to, removal of violating User Content, banning your account, and removal of posting privileges from your account. The appropriate response to any violation of any of the Terms contained in this agreement is within the sole discretion of Solari.

## **6. Use License, Intellectual Property of Solari**

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You agree you are responsible for the content of all User Content you create on any Solari Service, and that you are responsible for following these Terms and any other terms or policies for Solari Services you agree to. You agree to grant Solari a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license allowing Solari to use your User Content to provide Solari Services, including hosting, modifying, displaying, and creating derivative works, as needed.

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## **7. Content for Informational Purposes Only**

The information or materials that you obtain access to through Solari Services or that are provided by Solari employees, contractors, team members, guests, partners, sponsors, advertisers, licensors, or otherwise, are exclusively for informational purposes. All medically related information comes from independent health care professionals and organizations and does not necessarily represent the views, advice, or opinions of Solari. Solari does not review the information you provide us through our Services in order to

provide legal advice, or apply the law to the facts of your particular situation. We do not review your medical information in order to make a medical judgment or render medical advice. We do not review your financial information in order to render tax or other financial advice. We are not a substitute for the professional services of a doctor, lawyer, or financial advisor. By using Solari Services, you hereby agree that any information provided to or accessed by you from time to time on or through our Services is not developed or provided as tax advice, investment advice, legal advice, medical advice, or any other professional advice and will not be used or treated by you as such.

## **8. Disclaimer**

THE MATERIALS ON ALL SOLARI SERVICES ARE PROVIDED “AS IS” AND ON A BEST EFFORTS BASIS. IN THE EVENT OF SOLARI’S INABILITY, FOR REASONS BEYOND SOLARI’S CONTROL IN GOOD FAITH TO PROVIDE THE SERVICES AS DESCRIBED FOR THE FULL PERIOD OF THE USER’S SUBSCRIPTION, WHETHER DUE TO A *FORCE MAJEURE* OR “BLACK SWAN” EVENT, GOVERNMENTAL ACTION, INTERNET OR ELECTRICAL SHUTDOWN, ACTUAL OR ALLEGED VIOLATION BY SOLARI OF THE TERMS OF SERVICE OF ANY OF ITS SERVICE PROVIDERS NECESSARY TO DELIVER THE SERVICES OR ANY LAW IN THE NATURE OF CENSORSHIP OR OTHER CAUSE WHATSOEVER, SOLARI SHALL NOT HAVE ANY LIABILITY TO THE USER FOR THE RETURN OF THE UNUSED PORTION OF THE SUBSCRIPTION PAYMENT, UNLESS SUCH REFUND IS EXPRESSLY REQUIRED BY APPLICABLE LAW. SOLARI MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS. FURTHER, SOLARI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE MATERIALS ON ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE SOLARI WEBSITE OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY SITES LINKED TO THIS SITE.

## **9. Limitations on Liability**

OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, SOLARI WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON OUR SITE OR A THIRD-PARTY SITE, OR BY YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED THROUGH A THIRD-PARTY SITE. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE COMPLETENESS, ACCURACY, OR USEFULNESS OF CONTENT AVAILABLE THROUGH THE SITE OR OBTAINED THROUGH A THIRD-PARTY SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC CONTENT. NO CONTENT OBTAINED BY YOU THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

NOTHING IN THE SOLARI WEBSITE SHOULD BE TAKEN AS INDIVIDUAL INVESTMENT ADVICE. ANYONE SEEKING INVESTMENT OR FINANCIAL ADVICE FOR HIS OR HER PERSONAL FINANCIAL SITUATION IS ADVISED TO SEEK OUT A QUALIFIED ADVISOR OR ADVISORS AND TO PROVIDE AS MUCH INFORMATION AS POSSIBLE TO THE ADVISOR IN ORDER THAT SUCH ADVISOR CAN TAKE INTO ACCOUNT ALL RELEVANT CIRCUMSTANCES, OBJECTIVES, AND RISKS BEFORE RENDERING AN OPINION AS TO THE APPROPRIATE INVESTMENT STRATEGY. SOLARI IS NOT YOUR FINANCIAL ADVISOR AND OWES ABSOLUTELY NO FIDUCIARY DUTY TO YOU AND HAS NO SPECIAL RELATIONSHIP WITH YOU.

THE SUCCESSFUL APPLICATION OF ANY INVESTMENT, PORTFOLIO, OR BUSINESS STRATEGY REQUIRES SOUND BUSINESS PRACTICES, INCLUDING THOROUGH DUE DILIGENCE, THE APPLICATION OF GOOD BUSINESS AND INVESTMENT JUDGMENT, AS WELL AS ATTENTION TO ONGOING PERFORMANCE, DIVERSIFICATION, AND RISK MANAGEMENT, AND THE PATIENCE TO WORK THROUGH AND LEARN FROM INVESTMENTS THAT ARE NOT SUCCESSFUL.

## **10. Indemnification**

You agree to indemnify Solari for certain acts and omissions. You agree to indemnify, defend, and hold harmless Solari, its affiliates, officers, directors, employees, consultants, agents, team members, guests, and representatives from any and all third-party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of Solari Services, your violation of these Terms, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Solari will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

In no event shall Solari or its suppliers or other contractors or agents be liable under any contract, negligence, strict liability or other legal or equitable theory, for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on any Solari Services even if Solari, or a Solari authorized representative has been notified orally or in writing of the possibility of such damage, and in no event shall Solari be liable for any amounts that exceed the fees paid by you to Solari during the 12-month period before the cause of action. Solari shall have no liability for failure or delay due to matters beyond its reasonable control. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOLARI, OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, TEAM MEMBERS, GUESTS, SUPPLIERS, OR CONTENT PROVIDERS, BE LIABLE TO YOU OR TO THOSE TO WHOM YOU PROVIDE ACCESS TO YOUR ACCOUNT, HEIRS, SUCCESSORS, OR YOUR ESTATE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY SOLARI. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

BELOW IS A NON-EXCLUSIVE ILLUSTRATIVE LIST OF SITUATIONS WHERE OUR LIABILITY IS LIMITED. PLEASE REVIEW THIS LIST. WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO, BUT NOT LIMITED TO:

- A. THE USE OR THE INABILITY TO USE THE SERVICES, CONTENT, MATERIALS, AND FUNCTIONS OF SOLARI SERVICES.
- B. UNAUTHORIZED ACCESS TO YOUR INFORMATION, DATA, TRANSMISSIONS, CONTENT, OR OTHER INFORMATION.
- C. LOSS, CORRUPTION, OR ALTERATION OF YOUR INFORMATION, DATA, TRANSMISSIONS, CONTENT, OR OTHER INFORMATION.
- D. ANY BUGS, VIRUSES, TROJAN HORSES, OR SIMILAR SOFTWARE, REGARDLESS OF THE SOURCE OF ORIGINATION.
- E. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING OUR SERVICES.
- F. SOLARI'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT OR CREDIT CARD INFORMATION AND ANY RELATED CHANGES OR NOTICES.
- G. YOUR FAILURE TO MAINTAIN CONFIDENTIALITY OF YOUR INFORMATION OR ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT.
- H. THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING THE SERVICES.



- I. INVESTMENT OR OTHER ADVICE, PRODUCTS OR SERVICES PROVIDED BY (1) OTHER USERS, (2) SOLARI GUESTS OR TEAM MEMBERS, (3) ANY OTHER THIRD PARTIES WHO ATTEND EVENTS THAT SOLARI SPONSORS OR THAT SOLARI AFFILIATES, EMPLOYEES, AGENTS, TEAM MEMBERS, OR GUESTS ALSO ATTEND, OR (4) ANY THIRD PARTIES INTRODUCED TO USERS THROUGH ANY SOLARI EVENT, USER OR SERVICE.
- J. ANY OTHER MATTER RELATING TO THE SERVICES, INCLUDING TANGIBLE AND INTANGIBLE LOSSES, EVEN IF SOLARI OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF ANY LIABILITY DOES EXIST UNDER LOCAL LAW, SOLARI'S LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO (1) US\$100.00 (ONE HUNDRED UNITED STATES DOLLARS) OR (2) THE AGGREGATE AMOUNT PAID FOR SOLARI SERVICES IN THE PAST TWELVE MONTHS AND NOT USED—WHICHEVER IS LESS.

## **11. Remedies of Users and Time Limits on Remedies**

The sole and exclusive remedy for any failure or non-performance of any Solari Services, and/or anything supplied in connection with a Solari Service, shall be for Solari to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable Services.

BY USING THESE SERVICES, YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO (1) USE OF THE SITES OR OTHER SERVICES OR (2) THESE TERMS OF SERVICE MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

## **12. Revisions and Errata**

The materials appearing on Solari Services could include technical, typographical, or photographic errors. Solari does not warrant that any of the materials on its Services are accurate, complete, or current. Solari may make changes to the materials contained on its Services at any time without notice. Solari does not, however, make any commitment to update the materials.

## **13. Third-Party Links**

Solari has not reviewed all of the sites linked to its Services, including but not limited to the Solari Website, and is not responsible for the contents of any such linked site. Solari also is not responsible for the accuracy of any Solari Content reproduced by any third party and posted on any third-party social media or other site (e.g., YouTube) or for any “fake” or

altered content inaccurately attributed to Solari, Catherine Austin Fitts or any Solari employee, agent, or guest on any such social media or other site. The inclusion of any link does not imply endorsement by or association with Solari of the site. Use of any such linked site is at the user's own risk. Solari does not commit to update or check the accuracy, currency, content, quality, or information of materials contained in its links. Solari assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of Solari Services, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Solari makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third-party content, and that, unless expressly provided otherwise, such as with another site's own Terms and Conditions, these Terms shall govern your use of any and all third-party content.

#### **14. Site and Terms of Use Modifications, Limitations, or Termination**

Solari may in its sole discretion revise these Terms of Use at any time without notice. By using this website, you are agreeing to be bound by the then-current version of these Terms and Conditions of Use.

Solari may similarly, in its sole discretion and without notice, modify, limit, or discontinue the Services. Solari shall post any revision to these Terms to the site, and the revisions shall be effective immediately upon such posting. You agree to review these Terms and other online policies posted on the site periodically in order to be aware of any such revisions. If at any time you disagree with a change in the Terms or the Services, you may cease use of Solari Services.

#### **15. Notice and Notifications**

Solari may send you notifications, notices, or links via your email, messages to your account, or via your mobile device. By using any Solari Services, you agree to receive these notifications. The types of notifications you may receive include changes to these Terms, invoices or records of payment, and any number of other communications related to Solari. Any such notification is considered "in writing," regardless of whether it is in a paper format, a digital format, or some other format. Email notice will often, but not always, be sent via a periodical newsletter distributed to you by Solari. It is your responsibility to keep all contact information provided to Solari current. Solari is not responsible for a lack of notice due to incorrect, incomplete, or otherwise inaccurate contact information.

Anything sent to you is considered received five (5) business days after it is sent to you via any of the methods described in this section. An electronic notification is sent at the time it is directed by Solari to your email address or other means of receiving electronic notifications. You agree these are reasonable procedures for sending and receiving electronic notifications. Solari reserves the right, but is under no obligation, to send notifications in a paper format. If you have opened an Account but you wish to withdraw your consent to have notifications sent electronically or otherwise, you must close your account.

## 16. Pricing, Billing, Cancellation, and Refunds

Certain aspects of the Solari Services are provided for a fee or other charge for Subscribers. If you elect to become a Subscriber and/or purchase a product on the website, you agree to the pricing and payment terms at the Solari Store. Solari may add new products or services for additional fees, or amend fees and charges for existing products and services, at any time in its own sole discretion. Any pricing changes or payment terms shall become effective in the billing cycle following notice of such change to you as provided in these Terms or for purchases of products after notice of change. The billing cycles can be one month, six months, or a year depending on how you purchased the Services.

If you have paid for Services using a credit or debit card, you agree to provide and update Solari with your most current and complete card information. When your credit or debit card expires, we have the option of attempting to contact you to update your payment information. If we choose to do so, we will do this via the primary email address associated with your Account or by phone. You agree to promptly notify us and your credit or debit card company if your credit or debit card is canceled (e.g., for damage, loss, or theft). You further agree to notify us if you become aware of a potential breach of security regarding your credit or debit card.

In the case of payment via ACH, you agree to notify us if your bank account used for periodic ACH charges is closed or otherwise unavailable for an authorized Solari charge and that you will maintain sufficient funds in your official account to cover any recurrent payment. In the event of any rejection of check or ACH payment, you agree to reimburse Solari for any insufficient funds charge by our bank. In any case, you agree that Solari may continue charging your credit card, debit card, or account for the Services unless you have terminated your access to the Services or you tell us to use a different card or bank account before the end of the applicable billing period. If any fee is not paid in a timely manner, we reserve the right to suspend or terminate your access to the Services.

All fees and charges are prepaid and nonrefundable. Solari reserves the right to change the fees and charges in effect, or add new fees and charges. However, we will notify you of any such changes in advance through the primary email address associated with your Account. It is your responsibility to keep your contact information and payment information current and updated.

You may cancel your Account and/or your use of and access to the Services at any time by informing us that you elect to terminate, either by contacting customer service or indicating you wish to cancel using the Solari subscription software. You agree not to cancel by contacting your bank or credit or debit card company or our payment processor or stopping payment on a check, thereby resulting in a charge-back. Unless you cancel or we terminate your access to your Account and/or Services, you will continue to be billed for your use of and access to any Services. Cancellation of your use of and access to the Services must occur before your next bill is due in order to avoid having the next recurring fees billed to your credit or debit card or ACH bank. Upon cancellation of the Services, you will lose access to the Solari Connect feature.

There are many provisions within these Terms that by their nature should extend past your cancellation or our termination of Services. All such terms shall survive cancellation or termination. These terms include but are not limited to (1) any licenses to information or content provided by you, (2) ownership provisions, (3) warranty disclaimers, (4) indemnity, (5) limitation of liability, and (6) your right to receive any hard-copy Solari quarterly *Wrap Up* for which you have already paid.

Solari is not required to provide any refunds whatsoever. However, we will review refund requests on a case-by-case basis and provide refunds at Solari's sole discretion.

Notice of such changes will be effected according to Section 15. Notice and Notifications.

You understand and agree that Solari uses a third-party service provider to process billing and cancellations except under the "Cash, Check + Coin" option.

## **17. Termination of Service**

Solari reserves the right to terminate your use of the Services and/or the Site. To ensure that Solari provides a high-quality experience for you and for other users of the Site and the Service, you agree that Solari or its representatives may, in accordance with our Privacy Policy, access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Site or the Services. Solari does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Solari reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, and at Solari's sole discretion if Solari believes that you have violated any of the Terms of Use, furnished Solari with false or misleading information, or interfered with use of the Site or the Service by others.

In the event of the death or disability of Catherine Austin Fitts, Solari, Inc. will use best efforts to maintain your access to the private part of the Solari Report website for the term specified by your fee. However, Solari is obligated to exercise best efforts only, and you accept the risks of an earlier cessation of Services without reimbursement of any fee previously paid for the Services. You also agree to assume this same risk of loss in the event of a *force majeure* or "black swan" event, action by governmental authorities, Internet or electrical shutdown, actual or alleged violation by Solari of the terms of service of any of its service providers necessary to deliver the Services, or any law in the nature of censorship or other cause whatsoever that would make it difficult or impossible for Solari to provide the Services.

## **18. Governing Law and Choice of Venue**

Any claim relating to Solari and/or the Services shall be governed by the laws of the State of Tennessee without regard to its conflict of law provisions. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Hardeman County, Tennessee, in all disputes arising out of or related to the use of Solari Services.

## 19. Security

Solari makes its best efforts to maintain a reliable and secure environment for your use by using security measures to protect the data you provide us that are comparable to or exceed the industry standard for businesses of our type and size. Security and availability of our service is of utmost importance to us. However, the reliability of hosting services, Internet intermediaries, your Internet service provider, and other service providers cannot be assured. When you use the Solari, Inc. website, you accept these risks, and the responsibility for choosing to use a technology that does not provide perfect security or reliability.

As there can be no 100% secure online environment SOLARI HEREBY DISCLAIMS ALL WARRANTIES. SOLARI IS MAKING THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOLARI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FOR INSTANCE, WE DO NOT WARRANT THAT: (1) THE SERVICES WILL BE TIMELY, SECURE, FREE FROM HACKING OR OTHER SECURITY INTRUSION, UNINTERRUPTED, ERROR FREE, OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (2) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (3) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (4) THE SERVICES OR THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES.

You are prohibited from violating or attempting to violate any security features of the Site or Services, including, without limitation:

- A. Accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access.
- B. Attempting to probe, scan, or test the vulnerability of any Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization.
- C. Interfering or attempting to interfere with service to any User, host, or network, including, without limitation, by means of submitting a virus to the Site or a Service, overloading, "flooding," "spamming," "mail bombing," or "crashing."
- D. Using the Site or any Service to send unsolicited e-mail, including, without limitation, promotions or advertisements for products or services.
- E. Forging any TCP/IP packet header or any part of the header information in any email or in any posting using the Services.

- F. Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce to a human-perceivable form any of the source code used by Solari in providing the Site or the Services. (Note that any violation of system or network security may subject you to civil and/or criminal liability.)
- G. Acting in contravention to any local laws regarding the violation of security of computer systems.

## 20. Outside the U.S.

We make no claims that the Solari Website or any of the Content is accessible, appropriate, or legal outside of the United States. If you access the Solari Website from outside the United States, you do so on your own initiative and are responsible for compliance with applicable laws.

## 21. Copyright Infringement and Digital Millennium Copyright Act (DMCA) Policy

As Solari, Inc. asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Solari, Inc. violates your copyright, you are encouraged to notify us in accordance with our DMCA Policy below.

### **SOLARI, INC. DMCA POLICY**

Solari is an online service provider as defined in the Digital Millennium Copyright Act. We provide Subscribers who are legal copyright owners with the ability to self-publish on the Site by uploading, storing, and displaying various media utilizing the Services (e.g., the Solari Connect function). We do not guarantee that we monitor, screen, or otherwise review the Content that is uploaded to our servers by Subscribers (or other Users). Solari has a policy of upholding copyright law and the rights of Subscribers and other copyright holders. If you are the copyright owner of Content that appears on any Solari Service and you did not authorize the use of the content, you must notify Solari in writing in order for us to identify the allegedly infringing content and take appropriate action.

Where a valid DMCA Notice of Infringing Material (“notice” or “DMCA notice”) is filed with us, our response may include removal of infringing material, disabling access to infringing material, and/or—should a user be the subject of repeated valid infringement notices or the circumstances make it appropriate—terminate the account and/or subscription of the infringing Subscriber. Whenever we take steps to remove content posted by or disable access to a party accused via a DMCA Notice, we will make a good-faith effort to promptly contact the owner of the account and/or material in order to allow the accused party to file a counter-notice as necessary. The details of such a counter-notice are described below. We may maintain records of any and all notices and counter-notices. Any notice filed will also become a matter of

public record. Copies of a DMCA notice may also be provided to third parties; Solari does not control what these third parties do with your notice.

Solari does not legally represent anyone other than Solari in this process, and the following are simply procedures as opposed to legal advice. Solari recommends that, if appropriate, anyone who seeks to file a notice or counter-notice seek the assistance of qualified counsel in pursuing a DMCA Notice of Infringing Material or counter-notice.

### **DMCA NOTICE PROCEDURES**

If you believe that anyone has posted on the Site materials that infringe upon a copyright you own, you may follow the procedures described herein to notify us of this fact.

Solari maintains a registered DMCA Copyright Agent in order to promptly handle DMCA Notices of Infringing Material and Counter-Notices. The contact information for Solari's designated DMCA Copyright Agent to receive DMCA notices and counter-notices is:

Catherine Austin Fitts  
President  
Solari Inc  
PO Box 157  
Hickory Valley, TN 38042  
Phone: 731.764.2515  
Email: dmca@solari.com

This contact information should exclusively be used for DMCA notices and counter-notices. By filing a notice or counter-notice, you acknowledge that if you fail to comply with all of the requirements herein, your DMCA notice or counter-notice may not be valid. A valid DMCA notice must conform to the following requirements and include:

- A. A physical or electronic signature of the copyright owner or person authorized to act on behalf of the owner that expressly claims an exclusive right that is allegedly being infringed.
- B. Specific identification of the copyrighted work that you are alleging to have been infringed. If you are alleging infringement of multiple copyrighted works with a single notification, you must submit a representative list that specifically identifies each of the works that you allege are being infringed.
- C. Specific identification of the location and description of the material that is claimed to be infringing or to be the subject of infringing activity with enough detailed information to permit Solari to locate the material. You should include the specific URL or URLs of the web pages where the allegedly infringing material is located.

- D. Information reasonably sufficient to allow Solari to contact the complaining party, which may include a name, address, telephone number, and electronic mail address at which the complaining party may be contacted.
- E. A statement that the complaining party has 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.
- F. A statement that the information in the notification is accurate and made under penalty of perjury and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Anyone considering filing a DMCA notice is advised that under applicable law (17 U.S.C. 512(f)), any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability and money damages.

### **COUNTER-NOTICE PROCEDURES**

If you are the user who posted content or engaged in activity which is the subject of a DMCA notice and you believe the notice has been filed in error, filed in bad faith, or does not fulfill the requirements of a valid notice, you may respond via a counter-notice pursuant to the terms of sections 512(g)(2) and (3) of the DCMA. Where we receive a valid counter-notice, we will reinstate the material removed pursuant to the DMCA notice within 14 business days if a lawsuit is not brought against the party bringing the counter-notice by the party that brought the original DMCA notice within that time.

Any counter-notice should be sent to our DMCA registered agent. The contact information for the DMCA Copyright Agent is provided above. A sample counter-notice may be composed using the PDF forms at [lumendatabase.org](http://lumendatabase.org). A valid counter-notice must include:

- A. Your physical or electronic signature.
- B. Your name, address, and phone number.
- C. Identification of the allegedly infringing material and its location before it was removed.
- D. A statement under penalty of perjury that the material was removed by mistake or misidentification.
- E. Your consent to the jurisdiction of a federal court in the district where you live (if you are in the U.S.), or your consent to the jurisdiction of a federal court in the district where your service provider is located (if you are not in the U.S.).
- F. Your consent to accept service of process from the party who submitted the DMCA notice.

Anyone considering filing a counter-notice is advised that under applicable law (17 U.S.C. 512(f)), any person who knowingly makes false claims in a counter-notice may be liable under the DMCA.



## 22. Entire Agreement

These Terms, and the terms of policies and agreements incorporated by reference (through names of documents and Internet links), are the whole and complete agreement between you and Solari. No other agreements shall govern use of the Services. These Terms supersede any conflicting agreements or policies.

## 23. Section Headings

The headings to each section of the Terms are not legally binding, nor do they have any effect on the proper interpretation of these Terms. They are exclusively to aid in ease of use. THEY SHOULD NOT BE READ IN LIEU OF READING THE FULL TERMS.

## 24. Force Majeure

Under no circumstances shall Solari be liable for any failure to perform or delay in performance due to maintenance, upgrades, repairs, or other measures designed to protect the Services; or factors beyond Solari's reasonable control including, without limitation, telecommunications failures or *force majeure* events such as acts of a governmental body in its sovereign capacity, war, fire, floods, strikes, pandemics, epidemics, quarantine restrictions, civil unrest or riots, acts of terrorism, transportation delays, freight embargoes, or unusually severe weather.

## 25. Waiver

Even if Solari, or any of our employees, representatives, agents, guests, or affiliates fail to exercise any right granted in or provision of these Terms, such failure does not operate as a waiver of our right to later enforce any provision of these Terms.

No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof. In order for any waiver of compliance with these Terms to be effective, it must be made in writing and signed by an authorized representative of the waiving party.

## 26. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be deemed limited or eliminated in the jurisdiction in question to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and fully enforceable.

## **27. Assignment**

These Terms are exclusive and personal to you. You may not assign, transfer, or sub-license any of your rights or obligations under these Terms without the express, signed prior written consent of an authorized Solari representative.

We may assign, transfer, or delegate any of our rights and obligations under these Terms without consent.

## **28. No Relationship**

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and no party has any authority of any kind to bind the other in this respect.

## **29. ACKNOWLEDGEMENT**

BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.