

# WEBSITE USER TERMS AND CONDITIONS OF USE, DMCA POLICY AND PRIVACY POLICY

## 1. Terms of Service

By accessing this website, you are agreeing to be bound by these Terms and Conditions of Use (hereafter “Terms”) 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 its 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 such services, which may be posted from time to time.

## 2. Definitions

- A. **Services.** The services provided by Solari, Inc. (hereafter “we,” “us,” or “Solari”) include but are not limited to (1) access to the solari.com website and its subdomains, (2) mobile apps and other software, (3) digital newsletters, and (4) print publications.
- B. **Solari Website and Solari Site** refers to 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.
- 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.** An Account (also referred to as a User Account, Solari Account, or Subscriber Account) is 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.** The Solari Store is a digital storefront and checkout system accessed through any number of Solari 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 our service under these 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 which 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 Service, 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 on 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 of Use 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 Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service 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, or 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 content that is illegal, that invades another's privacy or which promotes violence against an individual or group other than in self-defense. This includes content that is unlawful, threatening, defamatory, abusive, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, obscene, vulgar, pornographic, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by Solari in their 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:
  - H.1. Any information, materials or other content that infringes another's rights, including any intellectual property rights;
  - H.2. 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;
  - H.3. 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;

H.4. Any material you know to be false, misleading, or inaccurate, including any misrepresentation regarding Solari, the Solari Website, or the Services;

H.5. Any material which intimidates, impersonates, or harasses any person or entity, including any of our representatives, employees, and users; or

H.6. Any material which, 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.

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); or

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 which include, but are not limited to, removal of violating 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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All rights not expressly granted to you are reserved by Solari.

## **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, 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 judgement 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.". 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 ITS INTERNET 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 THIS WEB SITE SHOULD BE TAKEN AS INDIVIDUAL INVESTMENT ADVICE. ANYONE SEEKING INVESTMENT 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, 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 liability 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, NOR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE TO YOU OR TO THOSE 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 AN 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 OR
- I. 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 WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO (1) US\$500.00 (FIVE HUNDRED UNITED STATES DOLLARS) OR (2) THE AGGREGATE AMOUNT PAID FOR SOLARI SERVICES IN THE PAST TWELVE MONTHS--WHICHEVER IS LESS.

### **11. Remedies of Users & 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 its internet website and is not responsible for the contents of any such linked 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



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

Solari may in its sole discretion revise these terms of use for its website 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 & 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 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 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 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, & 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.

You agree to provide and update Solari with your most current and complete credit card information. When your credit 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. You agree to promptly notify us and your credit card company if your credit 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 card. You agree that if you elect recurring billing, Solari may continue charging your credit card for the Services unless you have terminated your access to the Services or you tell us to use a different credit card 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. Unless you cancel, choose a non-recurring renewal model, 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. If a non-recurring renewal option isn't selected, 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 card.

There are many provisions within these Terms which 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 and (5) limitation of liability.

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

Notice of such changes will be affected according to Section 14. Notice & Notifications.

You understand and agree that Solari uses a third party service provider to process all such billing and cancellations.

## **17. Termination of Service**

Solari reserves the right to terminate your use of the Service 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 Service. 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 websites for the term specified by your fee. However, Solari Inc. is obligated to exercise best efforts only and you accept the risks of an earlier cessation of service.

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

Any claim relating to Solari and/or its 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 which 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.

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

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3. 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 Service, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;”
4. using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;
5. forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or
6. attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Solari in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.
7. 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 this website or any of its content is accessible, appropriate, or legal outside of the United States. If you access the website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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

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

Solari is an online service provider as defined in the Digital Millennium Copyright Act. We provide legal copyright owners with the ability to self-publish on the internet by uploading, storing and displaying various media utilizing our services. We do not guarantee we monitor,

screen or otherwise review the media which is uploaded to our servers by users of the service. Solari has a policy of upholding copyright law and the rights of both copyright holders and its users. If you are the copyright owner of content which 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 action.

Where a valid DMCA Notice of Infringing Material (“notice”) is filed with us, our response to this 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 party.

Whenever we take steps to remove content posted by or disable access to a person accused via a Notice of Infringing Material we will make a good-faith effort to promptly contact the owner of the account and or material. This is to allow the accused parties 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 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 you in this process and the following are simply procedures as opposed to legal advice. Solari recommends that, if necessary, you seek the assistance of a lawyer in pursuing a DMCA Notice of Infringing Material or Counter-Notice.

### **DMCA NOTICE PROCEDURES**

If you believe that one of our users has posted materials which infringe a copyright you own, you may follow these procedures to notice us to this fact.

Solari maintains a registered DMCA Copyright Agent in order to promptly handle Notices of Infringing Material and Counter-Notices. The contact information for Solari’s designated DMCA Copyright Agent to receive Notices of Infringing Material 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. You acknowledge that if you fail to comply with all of the requirements listed, your DMCA notice may not be valid. A valid DMCA notice must conform to the following requirements:

- A physical or electronic signature of the copyright owner or person authorized to act on behalf of the owner which expressly claims an exclusive right that is allegedly being infringed.
- Specific identification of the copyrighted work which 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 which specifically identifies each of the works that you allege are being infringed.
- 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.
- 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.
- 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.
- A statement that the information in the notification is accurate, and under penalty of perjury that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please also note 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 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 preceding DMCA notice within 14 business days if a lawsuit is not brought against the party bringing the counter-notice by the party which brought the original DMCA notice within that time.

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

- Your physical or electronic signature;
- Your name, address, and phone number;
- Identification of the material and its location before it was removed;
- A statement under penalty of perjury that the material was removed by mistake or misidentification;
- 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.); and
- Your consent to accept service of process from the party who submitted the takedown notice.

Please also note 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 web links) are the whole and complete agreement between you and Solari. No other agreements shall govern use of Solari Services. These Terms supersede any conflicting agreements or policies.

## **23. Section Headings and Summaries.**

The headings to each section of these terms and the summaries of each section 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.**

Where Solari fails to perform our obligations under these Terms, we are not liable where such failure results from any cause beyond our reasonable control. Such situations include but are not limited to: acts of god, or mechanical, electronic or communications failure or degradation.

#### **25. Waiver**

Even if Solari, or any of our employees, representatives, or other affiliates fail to exercise or any right or provision of these Terms, this failure does not waive of our right to later enforce any part of these Terms.

No waiver of any breach of any provision of these Terms of Use 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 will be limited or eliminated, in that jurisdiction, 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 sublicense 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 neither party has any authority of any kind to bind the other in any 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.

## **SOLARI PRIVACY POLICY**

**Last Privacy Policy update: May 17, 2021**

Your privacy is very important to us. Accordingly, we have developed this Solari Privacy Policy (hereafter “Policy”) in order for you to understand how we collect, use, communicate and disclose, and make use of personal information obtained as the result of the user (1) purchasing a product on our website, (2) becoming a subscriber, or (3) signing up to receive updates. The following outlines our Policy.



- A. Before or at the time of collecting personal information, we will identify the purposes for which information is being collected;
- B. We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law;
- C. We will retain personal information for the fulfillment of those purposes;
- D. We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- E. Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date;
- F. We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification; and
- G. We will make readily available to customers, subscribers and other users information about our policies and practices relating to the management of personal information.

### **Information we gather about users.**

We receive, store, and process information, including Personal Information, that you make available to us when accessing or using our Services. Examples of accession to this Policy include but are not limited to when you:

- A. Fill in any form on the website, such as when you sign up for Solari Report updates, sign up to become a Solari Report subscriber, purchase a product on the website, or update the details of your Solari Report subscription user account, or when you supply ID, password, and other verification information;
- B. Access or use the website, such as to search for or post a question or comment, make or accept a booking for an event, or pay for any products or services that may be available; or
- C. link your account on a third-party site, in which case we will obtain the personal information that you have provided to the third-party site, to the extent allowed by your settings with the third-party site and authorized by you;
- D. Communicate with Solari.

We also obtain information when you use our website, including:

### **Log Data**

We may also receive, store, and process Log Data, which is information that is automatically recorded by our servers whenever you access or use the website, regardless of whether you are registered with Solari or logged into your account, such as your IP Address, the date and time you access or use the website, the hardware and software you are using, referring and exit pages and URLs, the number of clicks, device event information, pages viewed and the order of those pages, and the amount of time spent on particular pages. We keep this data for up to 30 days, in the form of anonymized traffic statistics. If you have an Account containing any personal

information, it may technically be possible to link your IP address to said personal information. However, at this time we do not intend to implement the means to do so.

## **Cookies Policy**

### Cookies and Other Tracking Technologies

At this time, Solari only uses cookies to maintain your account login status, as described below. We also track site usage based on IP address. We also use a Wordpress plugin, which can be found [here](#), to determine site traffic and usage statistics.

Our Cookies Policy explains what cookies are, how we use cookies, how third-parties we may partner with may use cookies on the Service, your choices regarding cookies and further information about cookies.

#### What are cookies

Cookies are small pieces of text sent by your web browser by a website you visit. A cookie file is stored in your web browser and allows the Service or a third-party to recognize you and make your next visit easier and the Service more useful to you.

Cookies can be "persistent" or "session" cookies. Solari uses a persistent cookie to maintain your login for up to 7 days. After 7 days elapse, or when you log out, the cookie is deleted.

#### Third-party cookies

We may also use various third-parties cookies to report usage statistics of the Service.

#### What are your choices regarding cookies

If you'd like to delete cookies or instruct your web browser to delete or refuse cookies, please visit the help pages of your web browser.

### **How we use and process information we gather about users**

We use, store and process Information about you for the following general purposes:

- a. to enable you to access and use the website and other Solari Services;
- b. to operate, protect, improve, and optimize the website, the Solari Report business, and our users' experiences, such as to perform analytics, conduct research, personalize, or otherwise customize your experience;
- c. to help create and maintain a trusted and safer environment on the website, such as fraud detection and prevention, conducting investigations and risk assessments, verifying any identification provided by you, and conducting checks against databases such as public government databases;
- d. to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you; and
- e. to comply with our legal obligations, resolve any disputes that we may have with any of our

users, and enforce our agreements with third parties.

### **How we disclose or share your information**

We may engage third-party companies and individuals, **who may be located outside of the United States**, to provide services, including but not limited to technology services and services to help verify your identification, to otherwise assist us with fraud prevention and risk assessment, to assist us with customer service, and to facilitate the payments or reimbursements you request (such as PayPal or our store provider). We may provide personal information about you to these third parties, or give them access to this personal information, for the limited purpose of allowing them to provide these services. We will endeavor to ensure that such third parties have contractual obligations to protect this personal information and to not use it for unrelated purposes. We do not sell your personal information, and we do not share your personal information except as specified in this privacy policy.

### **How to access, change or delete your information or cancel your Solari account**

You may review, update, correct or delete the personal information in your Solari account. If you would like to correct your information or cancel your Solari account entirely, you can do so by logging in to your account. Please also note that any reviews, comment postings and similar materials posted by you may continue to be publicly available on the website in association with your first name, even after your Solari account is cancelled.

### **Securing your personal information**

We periodically implement and update administrative, technical, and physical security measures to help protect your personal information against unauthorized access, destruction or alteration. However, no method of transmission over the Internet, and no method of storing electronic information, can be 100% secure. We therefore cannot guarantee the security of your transmissions to us and of your personal information that we store.

We consider all digital systems to be insecure, including those we manage and use. By approving these terms and conditions, you expressly understand that we will use best efforts to meet industry standards for companies of our type and size, but cannot assure that we will be able to protect your privacy.

### **Your privacy when you access third-party websites and resources from our site**

The website includes links to other websites not owned or controlled by Solari. Solari does not have any control over third-party websites. These other websites may place their own cookies, web beacons, or other files on your device, or collect and solicit personal information from you. They will have their own rules about the collection, use and disclosure of personal information. We suggest that you read the terms of use and privacy policies of the other websites that you visit.

### **Changes to Privacy Policy**

We may change how we collect and then use personal information at any time and without prior notice, at our sole discretion. We may change this Policy at any time. If we make material changes to this Policy, we will notify you either by posting the changed Policy on the one or more Solari Services or by sending an email to you. We will also update the "Last Updated Date"

at the top of this Policy. If we let you know of changes through an email communication, then the date on which we send the email will be deemed to be the date of your receipt of that email.

It is important that you review any changes to the Policy. If you do not wish to agree to the changed Privacy Policy, then we will not be able to continue providing any services to you, and your only option will be to stop accessing the website and deactivate your Solari account.

### **For residents of the European Union and Japan**

If you reside in the EU or Japan, you may request in writing copies of your personal information held by us. We will provide you with a copy of the personal information held by us as soon as practicable and in any event not more than 40 days after receiving a valid request in writing.

There may be a charge to access your personal data (which will not exceed €6.35 in Ireland and £10 in the United Kingdom, and will not be applicable in Japan). We may also request proof of identification to verify your access request. All requests should be addressed to The Solari Report, PO Box 157, Hickory Valley, TN, 38042, USA.

We endeavor to keep your information accurate, complete, and up to date. If your personal information that we hold is inaccurate, please let us know and we will make the necessary amendments, erase or block the relevant information, and notify you within 40 days of your valid request that the relevant action has been taken.

You may also request the erasure of your personal information if you believe we are otherwise in breach of relevant data protection legislation. All requests should be addressed to The Solari Report, PO Box 157, Hickory Valley, TN, 38042, USA

### **Our Commitment**

We are committed to conducting our business in a manner that respects accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained to the best of our abilities.