

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, DISPUTE RESOLUTION, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US.

Welcome to Solaris Rising, Inc. (“Solaris”). Solaris provides information and products ("Products"), including events, publishing newsletters, blogs and other life coaching and healing content.

Your use of the Services, Products and the Solaris Web Site

(www.solarisrising.com) and Mobile Site (m.solarisrising.com) (the "Sites"), including, without limitation, all content, information, text, questions, comments, ideas, graphics, images, tools, and software programs contained in the Sites and related materials, is governed by these terms and conditions of use ("Terms of Use"), and is subject to arbitration (as set forth below).

The Services and the Sites are provided by Solaris Rising, Inc., doing business as Enlightened Remedies (the “Company”, “we”, “Solaris”). You must be eighteen (18) years of age or older to open an account ("Account") and purchase products, event tickets or receive newsletters. All credit and debit card purchases must be made by the card holder. At Solaris we want you to enjoy and benefit from your visit to our Site. Solaris make every effort to provide you with helpful products and information. However, this information should not be used in place of any recommendations by medical, legal or other professionals. It is your responsibility to evaluate any information, opinion, advice or other content provided through the Sites or in conjunction with the products.

ACCEPTANCE PROCEDURE

By visiting and using the Sites or Services, you acknowledge that you have read the Terms of Use and that you accept and agree, without limitation or qualification, to be bound by the terms hereof. Solaris reserves the right, at its sole discretion, to change these Terms of Use from time to time, and your continued access to and use of the Sites and/or Services will be deemed to be your acceptance of and agreement to any such changed terms and conditions. If you do not wish to be bound to these Terms of Use (or any revisions to these Terms of Use), you must discontinue use of the Sites and the Services and immediately cancel your Account by calling our Customer Service at 916-538-2248.

PRIVACY POLICY

We know that the privacy of your personal information is important to you. The personal information you submit to Solaris is governed by the [Privacy Policy](#), which is incorporated herein by reference and made a part of these Terms of Use. To the extent there is an inconsistency between the Terms of Use and the Privacy Policy, the Privacy Policy shall govern.

RULES OF SERVICE

Not for Use in Certain Jurisdictions

The Services may not be used by residents of any jurisdiction where such use is prohibited.

Age

To open an Account and purchase products or event tickets, you must be eighteen (18) years of age or older.

Account

You may create an Account. You certify that the information given to Solaris upon opening your Account is true and complete. Solaris will not be responsible for any false statements you make in the Account-opening process. Accounts only remain active and valid for a period of one year from the date of your last purchase. You may reactivate your Account by email, help@solarisrising.com or calling our Customer Service at 916-538-2248.

Payment

You agree to pay for all products, including event tickets, purchased using your Account.

Confidentiality of Account Information

You agree to maintain the confidentiality of your Account information, including your password ("Password") and personal identification number ("PIN"), and to notify the Company of any unauthorized use of your Account, Password or PIN, or any other breach of security.

Refusal of Services

We reserve the right to refuse the provision of products to any person for any reason. We also reserve the right to pursue legal action against any person who commits fraud, or otherwise violates applicable laws, on our Sites or using our Services. Furthermore, Solaris has the right to terminate the provision of Services at any time if a customer's comments and/or behavior are deemed by the reader to be inappropriate, abusive, or threatening. Solaris will report the termination to Customer Service and such a customer may be denied future access to the Sites and/or Services. Any such report made by a reader to us shall not be deemed a violation of our Privacy Policy.

Discounts and Offers

Unless otherwise specifically provided, all coupons, discounts and special offers are non-transferrable, valid for a limited period of time, can be used only once per customer, and may not be combined with any other coupon, discount or special offer. Unless otherwise specifically provided, introductory offers are valid only for new customers on their first purchase. There is a limit of one introductory offer per person, credit card, phone number, address, and email, and anyone who attempts to circumvent this limitation may be refused service.

DISCLAIMER – NO PROFESSIONAL ADVICE

Information and Products provided through our Site, and our materials, including, but not limited to, products, information provided in newsletters, blogs, etc., comes with no guarantee. Information from the Company or its affiliates or their employees or contractors, is not intended to be a substitute for any professional advice, including, but not limited to, (a) professional medical advice, diagnosis, or treatment, (b) professional financial or investment advice or guidance, or (c) professional legal advice. Never disregard or delay seeking professional medical advice or other professional advice because of something you have read on the Sites or information received through our Services. The Company is not engaged in the practice of medicine or law and does not recommend or endorse any specific products, procedures, treatments, medications, opinions, or other information that may be mentioned, discussed, or described on the Sites or in Solaris materials or through our Services. Your reliance on the information provided by the Company, by a Solaris employee or contractor, by a third party moderator, by Solaris sponsors, or by other users of the Sites or Services is solely at your own election or choice. Any and all decisions that you make that are based in whole or in part upon information provided by the Company, its employees, its contractors, or its sponsors, or otherwise available on the Sites, will be your sole and exclusive discretion and responsibility.

DISCLAIMER – NO MONITORING OF USAGE

Neither the Company nor any of its affiliates has any responsibility or obligation to notify you of your accumulated charges or other expenses with us. The amount of time you spend on the Site is solely at your own election or choice. The Company does not monitor usage patterns and is under no obligation to any customer to take any action or to refrain from taking any action with respect to usage of the Sites or products.

GENERAL DISCLAIMER

No advice or information, whether oral or written, obtained by you from the Company, employees or its affiliates through the Sites or Services shall create any warranty, representation or guarantee not expressly stated in these Terms of Use. The Company makes no warranty or representation that availability or use of the Sites or Services will be uninterrupted or error-free. The information provided on, from or through the Company, its Services and the Sites is

provided "as-is" and "as available," and all warranties, express or implied, are disclaimed (including, but not limited to, the disclaimer of any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement). The Sites and related information and Services may contain bugs, errors, problems or other limitations. The Company and its affiliates have no liability whatsoever for your use of the Sites and Services and any such information or service.

LIMITATION OF LIABILITY

You expressly understand and agree that neither the Company nor any of its directors, employees, shareholders, affiliates (including parent or subsidiary companies), agents, representatives, joint venture parties, independent contractors, third-party information providers, merchants or licensors (collectively "CP Parties"), will be liable to you, in contract or in tort, for any loss or damages, either actual or consequential, arising out of or relating to these Terms of Use or to your (or any third party's) use or inability to use the Sites or the Services, or to your reliance upon any information. In particular, the CP Parties will have no liability for damages of any kind, including, without limitation, compensatory, consequential, direct, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable, (including, but not limited to, claims for defamation; errors; loss of data, income, or profit, loss or damage to property; or interruption in availability of data), arising out of or relating to these Terms of Use, your use or inability to use the Sites or the Products, or to your reliance upon any information, whether based in verbal agreement, contract, tort, statutory or other law, except only in the case of death or personal injury where, and only to the extent that, applicable law requires such liability. The remedies provided for under these Terms of Use are exclusive and are limited to those expressly provided for in these terms. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential, incidental, or special damages or of implied warranties, in such states and jurisdictions liability is limited to the greatest extent permitted by law.

The disclaimers and limitation of liability set forth herein are fundamental elements of the basis of the bargain between the Company and you. The Sites and the information provided therein and the Services would not be provided without such disclaimers and limitations.

THIRD-PARTY INFORMATION

Any articles, press clippings or other third-party publications (collectively, "Publications") made available through the Sites are furnished by the Company for your convenience. The Company is a distributor (and not a publisher) of content supplied by third parties (including users). Any opinions, advice, statements, services, offers or other information made available by third parties, including psychics, information providers, or any user of the Sites, are those of the respective author(s) or publisher(s) and not of the Company or its affiliates. **The Company disclaims any representation, either express or implied, that the information in such publications is accurate or complete.**

RESTRICTIONS; COMPLIANCE WITH LAWS

Your right to use the Sites and the Services is personal to you. You are solely responsible for the contents of your transmissions through the Sites and your use of the Services is subject to all applicable local, state, national and international laws and regulations. By using the Sites or the Services, you agree:

- not to use the Sites or the Services for illegal purposes;
- not to interfere with or disrupt networks connected to the Sites;
- to comply with all applicable regulations, laws, statutes, etc., regarding your use of the Services, including, but not limited to, laws and regulations relating to the use of the Sites or the Services to send electronic mail;
- not to use the Sites or the Services to send chain mail, junk mail, spamming or any use of distribution lists to any person who has not given specific permission for such use;
- not to use the Sites or the Services for the transmission of any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, or obscene material or communication of any kind or any nature;
- not to interfere with any other user's access to or use of the Sites or the Services;
- not to speak or act in a manner that is deemed by a reader to be inappropriate, abusive, or threatening.

Solaris reserves the right, in its sole discretion, to immediately terminate your access to and use of the Sites or the Services, including your right to redeem, return products, without right to refund, for any violation of these Terms of Use.

LINKS TO SPONSORS AND OTHER THIRD PARTY SITES

The Sites may contain hyperlinks to other websites and webpages ("Third-Party Pages"), as well as to text, graphics, videos, images, music, sounds, and information belonging to or originating from other third-parties (collectively, "Third-Party Applications"). The Company does not investigate, monitor, or review any Third-Party Pages or Third-Party Applications to ensure their accuracy, completeness, or appropriateness. The Company is not responsible for the Third-Party

Pages or any Third-Party Applications accessed through the Site. You agree that the Company shall have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third party on the Sites.

The inclusion of any hyperlinks to any Third-Party Pages or Third-Party Applications on the Sites does not indicate the Company's approval or endorsement thereof. These links are provided solely as a convenience or benefit to users. Your interactions with a third party on the Sites, or based on such third party's participation or presence on the Sites, are solely between you and the third party. Solaris makes no representations or warranties with respect to the content, ownership, or legality of any such linked third party website. If you choose to leave the Sites to access any Third-Party Pages or Third-Party Applications, you do so at your own risk.

INTELLECTUAL PROPERTY RIGHTS; INAPPROPRIATE USE OF SITES

The content on the Sites, including, without limitation, all designs, text, graphics, photographs, illustrations, trademarks, trade names, service marks, logos, information obtained from Company's licensors, and other files or information ("Content"), and the selection and arrangement thereof, is proprietary property and protected by copyright under both United States and foreign laws. Any use of Content not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

The Company hereby authorizes you to view and copy (electronically or in hard copy) Content for non-commercial personal use only, provided that any copy of these documents which you make shall retain all copyright and other proprietary notices and any disclaimer contained on the documents. Any special rules for the use of other items provided on the Sites may be included elsewhere within the Sites and are incorporated into these Terms of Use by reference. The use of Content on any other site or in a networked computer environment for any purpose is prohibited.

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Except as expressly provided above, you may not otherwise copy, display, download, distribute, modify, post, reproduce, republish or retransmit any Content, information, text or documents contained in the Sites or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such images, text or documents, without the express written consent of the Company. No information or statement contained in these Terms of Use or the Sites shall be construed as conferring, directly or by implication, estoppel, or otherwise, any license or right under any patent, copyright, trademark or other intellectual property right of the Company, its affiliates, or any third party.

You may not, without Solaris's written permission, "mirror" any Content contained in the Sites or any other server. You may not use the Sites for any purpose that is unlawful or prohibited by

these Terms of Use. You may not use the Sites in any manner that could damage, disable, overburden, or impair the Sites, or interfere with any other party's use and enjoyment of the Sites. You may not attempt to gain unauthorized access to the Sites through hacking, password mining or any other means. The Company may, at our sole discretion, limit, restrict, or terminate the access and use of the Sites of any users at any time, for any reason or for no reason at all, without prior notice or any notice.

MATERIAL YOU SUBMIT (INCLUDING BLOG SUBMISSIONS)

You acknowledge that you are responsible for any information or material you provide to Company or post, upload, input, submit, or transmit to the Sites ("Submissions"), including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute, or otherwise publish through the Sites any content which is libelous, scandalous, inflammatory, defamatory, discriminatory, false, vulgar, obscene, pornographic, profane, harassing, threatening, invasive of privacy or publicity rights, abusive, illegal, hateful or bashing, aimed at gender, race, color, sexual orientation, national origin, religious views, or disability, or otherwise objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law. Additionally, you agree that you will not: (a) make any Submission that is an advertisement or solicitation of business; (b) disrupt the normal flow of dialogue or make a Submission unrelated to the topic being discussed (unless it is clear the discussion is free-form); (c) post a chain letter or pyramid scheme; (d) impersonate another person; (e) distribute viruses or other harmful computer code; (f) harvest or otherwise collect information about others, including email addresses, without their consent; (g) post the same note more than once or "spamming"; or (h) engage in any other conduct that restricts or inhibits any other person from using or enjoying the Site, or which, in the judgment of Company, exposes Company or any of its licensors, partners, or customers to any liability or detriment of any type.

Submissions shall be deemed to be non-confidential and non-proprietary. The Company shall have no obligation of any kind with respect to such Submissions and shall be free to reproduce, use, disclose, modify, display and distribute the Submissions to others without limitation. By transmitting such Submissions to the Company and the Sites, you automatically grant to the Company a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license (with rights to sublicense) to use, reproduce, modify, adapt, publish, translate, edit and distribute such Submissions (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such Submissions. You also permit any other user of the Sites to access, view, store, or reproduce the Submissions for that user's personal use. Without limiting the generality of the foregoing license, if you send Submissions consisting of "testimonials," you acknowledge that you grant the Company the right to publicly display all or a part of such Submission on the Sites or in any other format or media at any time.

Please note that the Company does not want to receive Submissions containing confidential information from you and any Submissions received will be deemed NOT to be confidential.

These Sites (including, without limitation, text, photographs, graphics, video and audio content) are protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries, and the Company, its subsidiaries and affiliates (subject to the rights of its licensors and licensees under applicable agreements, understandings and arrangements) have rights therein. All individual articles, videos, content and other elements comprising the Sites are also copyrighted works, and the Company, its subsidiaries and affiliates (subject to the rights of its licensors and licensees under applicable agreements, understandings and arrangements) have rights therein. You must abide by all additional copyright notices or restrictions contained in the Sites.

By posting or submitting content on or to the Sites (including the Company's blog, and regardless of the form or medium with respect to such content, whether text, videos, photographs, audio or otherwise), you are giving the Company and its affiliates, agents and third party contractors the right to display or publish such content on the Sites and its affiliated publications (either in the form submitted or in the form of a derivative or adapted work, in our sole discretion), to store such content, and to distribute such content and use such content for promotional and marketing purposes. Without limiting the generality of the foregoing, with respect to any video submissions to the Sites made by you from time to time, you understand and agree that (unless you and we agree otherwise) we may, or may permit users to, based solely on functionality provided and enabled by the Sites, compile, re-edit, adapt or modify your Submission, or create derivative works therefrom, either on a stand-alone basis or in combination with other Submissions, and (unless you and we agree otherwise) you shall have no rights with respect thereto and the Company, its affiliates or its licensees shall be free to display and publish the same (as so compiled, re-edited, adapted, modified or derived) for any period.

You shall be solely responsible for your own Submissions and the consequences of posting or publishing them. In connection with each of your Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize the Company, its affiliates and subsidiaries to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such Submissions to enable inclusion and use of such Submissions in the manner contemplated by us and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in such Submissions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of such Submissions in the manner contemplated by the Company and these Terms of Use. In furtherance of the foregoing, you agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant the Company all of the rights granted herein; (ii) publish falsehoods or

misrepresentations that could damage the Company, this Sites or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or (iv) post advertisements or solicitations of business. We reserve the right to edit, remove or not publish Submissions without prior notice.

NOTICE AND TAKEDOWN PROCEDURES

If you are a copyright owner or agent thereof and believe that any Submission accessible on or from the Sites infringes upon your copyright, please submit notice, pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)) to our Customer Service Department, Attn: General Counsel, with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) the URL of the location containing the material that you claim is infringing; (iv) your name, address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please contact our Customer Service at 916-538-2248 or via email at help@solarisrising.com.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless the CP Parties from any liability, loss, claim and expense (including attorneys' reasonable fees) related to (i) your violation of these Terms of Use, and (ii) your use of the Sites or the Services.

GOVERNING LAW

Except as specifically provided otherwise herein, the interpretation and enforcement of these Terms of Use and any disputes related to or arising out of your agreements with the Company or use of the Sites or Services shall be governed by the laws of the State of California without respect to its choice (or conflict) of laws rules. Notwithstanding the foregoing, the arbitration agreement set forth below shall be governed by the Federal Arbitration Act (as described further below).

DISPUTE RESOLUTION

Any dispute or claim relating in any way to your use of the Sites or Services, including the determination of the scope or applicability of this agreement to arbitrate (“Dispute”), will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

This agreement does not in any way alter your ability to bring concerns to the attention of the Company’s Customer Service, or to raise any concerns with federal, state, or local agencies. The Federal Arbitration Act, federal arbitration law, and the laws of your home state of residence, without regard to conflict of laws principles, apply to this agreement and any dispute or claim between you and Solaris.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 2710 Gateway Oaks Dr., Suite 150, Sacramento, CA 95833. The arbitration will be conducted by the American Arbitration Association (AAA) pursuant to the Consumer Arbitration Rules then in effect (the “AAA Rules”), including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations.

You and Company are each responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration.

If the value of relief sought is less than \$10,000, you or the Company may elect to have the arbitration conducted by telephone or based solely on written submissions, subject to the discretion of the arbitrator to conduct an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or the Company may attend by telephone, unless the arbitrator requires otherwise.

We each expressly agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action, regardless of whether the procedures or rules of AAA would allow such an action. We each expressly waive our rights to file or participate in a class action or seek relief on a class or representative basis. Further, and unless we each expressly agree in writing, the arbitrator may not consolidate more than one individual party’s claims with any other party’s claims, and may not otherwise preside over any form of a representative or collective proceeding. If either party fails to comply with this arbitration provision relating to any Dispute, said

breaching party shall be liable for the costs and attorneys' fees incurred by the other party in enforcing compliance with the arbitration agreement.

If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. Any suit, cause of action, or legal proceeding arising under or relating to the Sites or your use of any Service that is not addressed through arbitration or in small claims courts as provided above, shall be (i) governed by the laws of the State of California without respect to its choice (or conflict) of laws rules, and (ii) in the exclusive jurisdiction and venue of the state courts of California, in Sacramento County, California or the federal courts situated in the Eastern District of California.

ENTIRE AGREEMENT

These Terms of Use constitute the sole agreement between you and the Company and its affiliated entities relating to your use and our provision of the Sites and the Services and the subject matter hereof.