

## Energetics Education Website Terms of Use

Last modified January 5, 2015.

### Acceptance of the Terms of Use

The following terms and conditions (these "Terms of Use") govern your access to and use of the websites of Energetics Education (the "Company," "we" or "us") located at [www.energeticsed.org](http://www.energeticsed.org) and [ened.moonami.com](http://ened.moonami.com) (the "Websites"), whether as a guest or a registered user. By using the Websites or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept these Terms of Use and our Privacy Policy found at [www.energeticsed.org/privacy-policy/](http://www.energeticsed.org/privacy-policy/). If you do not agree to these Terms of Use or the Privacy Policy, you may not access or use the Websites.

### Eligibility to Use the Websites

The Websites are offered and available to users who are 13 years of age or older, are participants in one of the Company's programs, have complied with all requirements for participation in that program (including submission of any requested liability waiver) and reside in the United States or any of its territories or possessions. By using the Websites, you represent that you meet all of these eligibility requirements. If you do not meet all of these requirements, you may not access or use the Websites.

### Changes to the Terms of Use

We may change these Terms of Use from time to time. All changes are effective immediately when we post them, and apply to all access to and use of the Websites thereafter. Your continuing use of the Websites means that you accept those changes.

### Accessing the Website and Account Security

You must ensure that anyone who accesses the Websites through your internet connection or via your user name, password or other information used in our security procedures ("Security Information") are aware of these Terms of Use and comply with them. All information you provide to us to register for access to the Websites or otherwise, including through the use of any Interactive Services (defined below), is governed by our Privacy Policy, and you consent to our use of such information consistent with our Privacy Policy. You must treat any Security Information confidential. Your account is personal to you and you may not provide any other person with access to the Websites using your Security Information. You must notify us immediately of any unauthorized access to or use of your Security Information or any other breach of security relating to the Websites. We have the right to disable any Security Information and terminate or suspend your access to the Websites at any time in our sole discretion for any or no reason.

### Use and Confidentiality of Website Content

The Websites and their entire contents, features and functionality, including all information, software, files, text, displays, images, video and audio (together, collectively, the "Website Content"), are owned by the Company, its licensors or other providers of such material and are protected by copyright, trademark, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Websites solely for your personal, non-commercial use and only in connection with the Company's programs in which you participate. You agree to keep all Website Content confidential. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish or transmit any of the Website Content or use any Website Content for any commercial purpose. No right, title or interest in or to the Websites or any Website Content is transferred to you, and all rights not expressly granted are reserved by the Company.

### Safety; Reliance on Information

The Website Content may contain instructions and descriptions relating to inherently dangerous activities such as the use of power tools, electrical components, soldering irons, chemicals, fast-moving vehicles and machinery that could result in damage to property, personal injury or death. Your use of the Website Content is at your own risk. While the Website Content may contain safety instructions or warnings, such information may be incomplete or insufficient to protect you from the dangers inherent in participating in

the activities related to the Website Content. It is your responsibility to evaluate the risks associated with any such activities and take precautions to avoid any such dangers. The Website Content is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of the Website Content. Any reliance you place on Website Content is made strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. If the Website contains links to other sites and resources provided by third parties, including links contained in advertisements and sponsored links, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

#### Trademarks

The Company name, the term "Solar Rollers", the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You may not use such marks without the prior written permission of the Company. Certain other names, logos, product and service names, designs and slogans on the Websites are the trademarks of their respective owners.

#### Prohibited Uses

You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You may not use the Websites (i) in any way that violates any applicable law or regulation, (ii) for the purpose of exploiting, harming minors in any way, (iii) to send, knowingly receive, upload, download or use any material which does not comply with these Terms of Use, (iv) to transmit any advertising or promotional material, (v) to impersonate or attempt to impersonate any other person or (vi) to harass, bully or engage in any other conduct that restricts or inhibits any person's use or enjoyment of the Websites or that may harm the Company or users of the Websites or expose them to liability. Additionally, you may not (i) disable, overburden, damage, attack or impair the Websites or interfere with the proper functioning of the Websites, (ii) use any robot, spider or other automatic device, process or means to access the Websites for any purpose, (iii) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or harmful or (iv) attempt to gain unauthorized access to the Websites, the servers on which the Websites are hosted, or any server, computer or database connected to the Websites.

#### User Contributions

The Websites may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons ("post") content or materials (collectively, "User Contributions") on or through the Websites. Any User Contribution you post to the site will be considered non-confidential and non-proprietary and may be used by the Company in accordance with the Privacy Policy. By posting any User Contribution, you represent and warrant that you own or control all rights in and to the User Contributions and that such User Contribution complies with these Terms of Use. You, not the Company, have full responsibility and liability for any User Contribution you post. We may, for any or no reason in our sole discretion, (i) edit, remove or refuse to post any User Contribution, (ii) disclose your identity or other information about you to any law enforcement authority or third party who claims that any User Contribution posted by you violates any law or such third party's rights or (iii) take appropriate legal action with respect to any User Contribution. We cannot review User Contributions before they are posted on the Websites or ensure prompt removal of objectionable material after it has been posted. We assume no liability or responsibility for any action or inaction regarding User Contributions, including for performance or nonperformance of the activities described in this section.

#### Content Standards

User Contributions and use of any Interactive Services must comply in their entirety with all applicable laws and regulations and may not (i) contain any material which is sexually explicit, pornographic, defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable, (ii) promote violence or discrimination based on race, sex, religion, nationality, disability,

sexual orientation or age, (iv) infringe any intellectual property or violate the rights of any other person, (v) contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy, (vi) be likely to deceive any person, (vii) promote any illegal activity or advocate, promote or assist any unlawful act, (viii) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person, (ix) impersonate any person or misrepresent your identity or affiliation with any person or organization (x) involve commercial activities or sales or (xi) give the false impression that they emanate from or are endorsed by us or any other person or entity.

#### Disclaimer of Warranties; Limitation on Liability

We do not guarantee that the Website Content will be free of viruses or other destructive code. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR USE OF THE WEBSITES OR ANY WEBSITE CONTENT. THE WEBSITE CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS OR DIRECTORS BE LIABLE FOR LOSSES OR DAMAGES OF ANY KIND, EVEN IF FORESEEABLE, UNDER ANY LEGAL THEORY, ARISING OUT OF OR RELATING TO YOUR USE, OR INABILITY TO USE, THE WEBSITES OR ANY WEBSITE CONTENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTY OR LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, representatives, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Websites or the Website Content.

#### Miscellaneous

All matters relating to your use of the Websites and these Terms of Use and any dispute or claim arising therefrom or related thereto, will be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would require the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Websites shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the City of Denver, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Websites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites.

#### Your Comments and Concerns

The Websites are operated by Energetics Education, whose address is P.O. Box 732, 520 S. Third St., Carbondale, CO 81623. All feedback, comments, requests for technical support and other communications relating to the Websites should be directed to [info@energeticsed.org](mailto:info@energeticsed.org)

## Energetics Education Website Privacy Policy

Last modified January 5, 2015.

Energetics Education (the “Company,” “we” or “us”) respects your privacy and is committed to protecting it. This Privacy Policy describes our practices of collecting, using and disclosing information about you through our websites, including [www.energeticsed.org](http://www.energeticsed.org) and [ened.moonami.com](http://ened.moonami.com). This Privacy Policy applies to information we may collect through our websites or through mobile and desktop applications we may make available. This Privacy Policy does not apply to information collected by us offline, through electronic communication other than through our websites, or through other means, including through any third party application or content (including advertising) that may link to or be accessible from or on our websites. If you do not agree with this Privacy Policy, you may not access or use our websites. By accessing or using our websites, you agree to this Privacy Policy. This Privacy Policy may change from time to time (see “Changes to our Privacy Policy” below), and by continuing your use of our websites, you accept those changes.

### Children Under the Age of 13

Our websites are not intended for access or use by, and we do not knowingly collect personal information from, children under 13 years of age. If you are under 13 years of age, do not access, use or provide any information on our websites or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn that we have collected or received personal information from a child under 13 years of age, we will delete that information. If you believe we might have any information from or about a child under 13 years of age, please contact us at [info@energeticsed.org](mailto:info@energeticsed.org)

### Information We Collect About You and How We Collect It

The information we collect from you includes information (i) by which you may be personally identified (“personal information”), such as name, postal address, e-mail address and telephone number, (ii) that is about you but individually does not identify you and (iii) about your internet connection, the equipment you use to access our websites and usage details. We collect this information directly from you when you provide it to us and automatically as you navigate through the site.

*Information You Provide to Us.* The information collected through our websites may include information provided at the time you register to use our websites, subscribe to notices or other services, post material or make requests. We may also ask you for information when you report problems or otherwise communicate with us through our websites. You also may provide information to be published or displayed on our websites or transmitted to other users or third parties. Any such information is provided or transmitted to others at your own risk. We cannot control the actions of other users of our websites with whom you share such information, and we do not guarantee that any such information will not be viewed by unauthorized persons.

*Information We Collect Through Automatic Data Collection Technologies.* As you interact with our websites, we may automatically (including through cookies and other tracking technologies) collect information about your equipment, browsing actions and usage patterns, including traffic data, location data, logs, the resources you access and use on our websites, your IP address, your operating system, your browser and other information about your computer and internet connection. Automatically collected information does not include personal information, but we may maintain such information or associate it with personal information we collect in other ways or receive from third parties. Some content or applications, including advertisements, are served by third parties that may collect information about you when you use our websites. We do not control these third parties’ tracking technologies or how they are used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

### How We Use Your Information

We may use information that we collect about you or that you provide to us, including personal information, (i) to present our websites and its contents to you, (ii) to provide you with our information, products and services, (iii) to provide you with notices, (iv) to carry out our obligations and enforce our agreements with you, (v) in interactive features on our websites, and (vi) for other purposes with your consent. We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

### Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction. We may disclose personal information that we collect or you provide (as described in this privacy policy) (i) to our affiliates, contractors, service providers and other third parties we use to support our business, (ii) to a successor in the event of a merger, reorganization or other sale or transfer of some or all of the Company's assets or (iii) with your consent. We may also disclose your personal information to comply with any court order, law or legal process, including to respond to any government or regulatory request, to enforce or apply our Terms of Use found at [www.energeticsed.org/terms-of-use/](http://www.energeticsed.org/terms-of-use/) and other agreements or if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers or others.

### Changes to Our Privacy Policy

It is our policy to post any changes we make to this Privacy Policy on this page. The date this Privacy Policy was last revised is identified at the top of the page. You are responsible for periodically visiting our websites and this Privacy Policy to check for any changes.

### Contact Information

To ask questions or comment about this Privacy Policy and our privacy practices, contact us at—

P.O. Box 732  
Carbondale CO 81623

or

[info@energeticsed.org](mailto:info@energeticsed.org)