

## The Solomon Foundation Website Terms of Use

**Effective Date:** July 15, 2024

These terms of use, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**") govern your access and use of our website made available at <https://thesolomonfoundation.org/> (the "**Site**") and are entered into by and between You and the Solomon Foundation (the "**Foundation**" "**We**" "**Our**" or "**Us**").

These Terms of Use apply to our website only and are not applicable to our online platform or user accounts, which are subject to our Platform Terms of Service. Please review those terms for additional information that may apply to your use of our services.

**BY ACCESSING OR USING THE SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR USE OUR SITE.**

**THE FOUNDATION RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO MODIFY THESE TERMS OF USE AT ANY TIME. ALL CHANGES WILL BE EFFECTIVE IMMEDIATELY UPON POSTING TO THE SITE. BY ACCESSING OR USING THE SITE AFTER CHANGES ARE POSTED, YOU AGREE TO THOSE CHANGES.**

**THESE TERMS CONTAIN AN AGREEMENT BY YOU TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS. PLEASE REVIEW THE ARBITRATION SECTION BELOW SINCE YOU ARE GIVING UP CERTAIN RIGHTS, SUCH AS THE RIGHT TO A JURY TRIAL AND THE RIGHT TO SUE THE FOUNDATION IN A CLASS ACTION LAWSUIT.**

- 1. Privacy Policy.** We may collect certain information about you when you access and use our Site. Our collection and use of data is described in our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
- 2. Content.** The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, names of products and Site, documentation, other components and content, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, "**Content**") are exclusively the property of the Foundation or, as applicable, the Foundation's affiliates, vendors or licensors. Except for the rights expressly granted to you in these Terms of Use, the Foundation retains all other ownership rights in the Site and Content, including all intellectual property rights.
- 3. Information.** We provide the information and tools (such as the interest calculator) on the Site for general informational purposes. While we use good faith efforts to keep this information and tools accurate, we do not guarantee they are accurate, up-to-date, or applicable to you.
- 4. Investment and Loan Forms.** The website offers information and forms pertaining to investments and loans. If you do not have an account with the Foundation, you will be required to print and mail any applicable forms and information as needed.



855.873.5873



303.927.6214



16995 Pine Lane  
Parker, Colorado 80134

5. **Donations and Purchases.** The website allows users to make donations to the Foundation, register for events, and purchase merchandise. Donations may either be a one-time donation or a monthly donation. Donations and online purchases may be subject to additional terms. Additional information on data collected from these transactions is in our Privacy Policy.
6. **Offers and Services.** Any offers or services set forth on the Site are void where prohibited and may be subject to additional terms and conditions. The actual offerings and services may differ from those displayed or listed on the Site, are subject to availability, availability may be limited in certain areas, and we may change offerings and services in our sole direction.
7. **Purchases.** The website contains an online storefront with Foundation merchandise.
8. **Career Opportunities.** The Site may list certain career opportunities offered by Us. You must not send Us application materials for any person other than yourself. You warrant that all information contained in any resume or other materials you provide is current, accurate, and complete. Your submission of a resume or other materials does not in any way require Us to review those materials or consider you for employment. Career opportunity listings and descriptions on the Site are subject to change at our sole discretion without notice.
9. **Use Rights.** You may only use the Site and Content for your personal, non-exclusive use, so long as you comply with these Terms of Use and any other terms posted throughout the Site as applicable to you, and all applicable laws, rules and regulations. You may only use the Site and the Content for their intended purposes for which they are made available to you by the Foundation.
10. **Restrictions on Your Use of the Site.** The following actions violate these Terms of Use:
  - You may not copy, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the Site or Content without the Foundation's prior written consent.
  - You may not use the Site for unlawful purposes.
  - You may not submit inaccurate, incomplete, or out-of-date information via the Site, commit fraud or falsify information in connection with your use of the Site.
  - You may not engage in data mining or similar data gathering or extraction activities from the Site. You may not use the Site to harvest email addresses, names, or other information of the users of the Site or to spam other users of the Site.
  - You may not access, use, or copy any portion of the Site or Content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.
  - You may not use the Site to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses or malware.
  - You may not engage in activities that aim to render the Site or associated Site inoperable or to make its use more difficult.
  - You may not frame, mirror, or circumvent the navigational structure of any part of the Site.
  - You may not upload, distribute, transmit, or post anything to or through the Site that: (i) is fraudulent, libelous, obscene, pornographic, indecent, violent, offensive, hate speech, harassing, threatening, defamatory, harms another person, or the like; (ii) invades the privacy of another or includes the confidential or proprietary information of another without their written consent, or (iii) is protected by intellectual property rights without the express prior written consent of the owner of such intellectual property rights.



- You may not engage in any conduct while using the Site that the Foundation considers inappropriate, unauthorized, or contrary to the intended purpose of the Site.
- 11. Use of Marks.** The Foundation owns certain trademarks, names, logos, insignia, or service marks ("**Marks**"). You do not have the right to use any Marks except as expressly agreed to in writing by Us. The Site may also contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms of Use grants to you any rights in or to those third-party marks or materials without such third party's consent.
  - 12. Intellectual Property Rights.** The Site and Content are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to the Foundation, or any third party, is strictly prohibited and may fully be prosecuted of the law.
  - 13. Copyright Policy.** We respect the intellectual property rights of others, and we ask that you do the same. We strive to expeditiously remove any infringing material from the Site if we become aware of it. **Please notify us at [info@thesolomonfoundation.org](mailto:info@thesolomonfoundation.org) if you believe any material on the Site is infringing.**
  - 14. Compliance with Laws.** In connection with your access to and use of the Site, you are responsible for complying with all applicable laws, regulations, and rules of all relevant jurisdictions, including all applicable rules regarding online conduct.
  - 15. Feedback and Other Content Submitted by You.** If you submit comments or feedback to us regarding the Site, Content, or any other comments, questions, requests, content or information that is not personal information ("**Feedback**"), we may use such Feedback in our discretion and without attribution or compensation to you.
  - 16. Children's Information.** The Site is not directed at children under the age of eighteen (18) years old. If you are under 18 years old, you must immediately stop using the Site.
  - 17. NO WARRANTY. THE SITE AND CONTENT ARE PROVIDED "AS IS," AND WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOUNDATION EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE AND CONTENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. THE FOUNDATION MAKES COMMERCIALY REASONABLE EFFORTS TO PROVIDE ACCURATE AND RELIABLE CONTENT ON THE SITE, BUT NEITHER ACCURACY NOR RELIABILITY ARE GUARANTEED. THE FOUNDATION DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE OR CONTENT. THE FOUNDATION DOES NOT WARRANT OR GUARANTEE THAT THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE OR CONTENT WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING WITHOUT LIMITATION THE STATE OF NEW JERSEY, MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR CONDITIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.**
  - 18. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE FOUNDATION OR ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES. AGENTS OR PROFESSIONAL ADVISORS (COLLECTIVELY, THE "FOUNDATION PARTIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT, REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT**



LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF A FOUNDATION PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE OR CONTENT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE FOUNDATION PARTIES' AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT EXCEED \$100 U.S.D., EVEN IF ANY REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE. THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING WITHOUT LIMITATION THE STATE OF NEW JERSEY, MAY NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES OR LIMITATIONS OF LIABILITY. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

- 19. INDEMNIFICATION.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FOUNDATION PARTIES FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DEMANDS, COMPLAINTS, ACTIONS, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) THAT ARISE OUT OF OR IN CONNECTION WITH (A) YOUR VIOLATION OF APPLICABLE LAWS, (B) YOUR MISUSE OF THE SITE OR ANY CONTENT, (C) YOUR BREACH OF THESE TERMS OR ANY OTHER TERMS APPLICABLE TO THE SITE, OR (D) YOUR INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS. WE RESERVE, AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU.
- 20. Third-Party Websites and Content.** The Site may link to third-party websites or contain third-party content. We provide those links and this content as a convenience to users. We are not responsible for examining or evaluating the content or accuracy of third-party websites linked through the Site. The Foundation does not warrant or endorse any third-party website or content. When leaving the Site to another website, it is the applicable third-party's terms and privacy policy that govern your use of such third-party site (and such third-party's use of your personal information), not these Terms of Use.
- 21. Use in the United States.** The Site is intended for use in and from the United States only. We do not guarantee that use of the Site will be available or permitted in any location other than the United States. If you choose to access the Site from a location other than the United States, you do so at your own risk. THE EXISTENCE OF THE SITE OR ANY CONTENT SHALL NOT BE CONSTRUED AS THE FOUNDATION OR THE FOUNDATION PARTIES OFFERING SUCH SITE OR CONTENT TO PERSONS IN JURISDICTIONS WHERE THE PROVISION OF SUCH SITE OR CONTENT IS UNAVAILABLE OR PROHIBITED BY LAW.
- 22. Termination.** The Foundation may suspend or terminate the Site or any Content, or your access to the same, in whole or in part, at any time in its sole discretion for any reason. The Foundation will not be liable to you or anyone else for any damages arising from or related to the Foundation's suspension or termination of your access to the Site or the Content, or in the event the Foundation modifies, discontinues or restricts the availability of the Site or the Content (in whole or in part).
- 23. Cooperation with Law Enforcement.** The Foundation will cooperate with law enforcement if you are suspected of having violated applicable laws. **YOU WAIVE AND HOLD THE FOUNDATION PARTIES HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.**
- 24. DISPUTE RESOLUTION – ARBITRATION.** You agree to resolve any disputes arising under these Terms of Use or relating to the Site or the Content through binding arbitration, on an individual basis, as set forth below.
  - a) **WAIVER.** YOU UNDERSTAND THAT BY AGREEING TO BINDING ARBITRATION, YOU ARE GIVING UP YOUR



**RIGHT TO A TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS, YOU MAY NOT BRING A CLAIM AGAINST THE FOUNDATION IN A CLASS ACTION LAWSUIT, AND THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN ONE OR MORE PERSON'S OR PARTY'S CLAIMS IN A CLASS OR PROCEEDING.** In the event a court determines that the foregoing is unenforceable, then such claim must be severed from the arbitration and brought in court, subject to the Foundation's right to appeal.

- b) **Good Faith Discussions.** You and the Foundation must first attempt to resolve any dispute by good faith discussions or email. If the parties cannot resolve a dispute with good faith discussions, then either party may submit the dispute to binding arbitration as set forth in these Terms of Use.
- c) **Rules.** You and the Foundation agree that arbitration will be conducted by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules, then in effect and as amended herein ("**Rules**"). The Rules can be found at: <https://www.adr.org/Rules>. You agree that this agreement to arbitrate involves a transaction of interstate commerce and therefore the Federal Arbitration Act will govern the interpretation and enforceability of this agreement to arbitrate.
- d) **Initiating a Claim.** The party desiring to initiate arbitration must provide the other party a Demand for Arbitration in accordance with the Rules and the parties will thereafter mutually agree upon the arbitrator. If the parties cannot agree upon the arbitrator within ten (10) days, an arbitrator will be appointed in accordance with the Rules.
- e) **Arbitrator.** Arbitration shall be before one (1) arbitrator who shall have exclusive authority to resolve any disputes arising under these Terms of Use or with regard to the Site, including as to the enforceability and/or formation of this agreement to arbitrate made between you and the Foundation.
- f) **Location.** You agree that arbitration shall take place exclusively in Colorado. However, where the disclosed claims or counterclaims do not exceed \$25,000, the dispute may be resolved by the submission of documents only/desk arbitration (see the Rules for more details). Either party may, however, ask for a hearing, or the arbitrator may decide a hearing is necessary.
- g) **Time Limit.** Any claim by you arising in connection with these Terms of Use, the Site or the Content must be commenced by you within one (1) year of the dispute giving rise to the claim.
- h) **Confidentiality.** The parties will not make any comments or announcements to the public about the subject matter or outcome of any arbitration.
- i) **Changes to this Agreement to Arbitrate.** If the Foundation modifies this arbitration provision, you may reject that change by sending the Foundation written notice within thirty (30) days of our posting of the change, in which case you must immediately stop using the Site.
- j) **The Arbitrator's Decision.** The arbitrator's decisions and judgment will be final and binding on the parties but will have no precedential effect. The arbitrator shall not have the authority to award damages outside of those set forth in these Terms of Use.
- k) **Costs and Expenses.** Each party shall pay their own expenses and fees, including their own attorneys' fees, arising from arbitration, unless the arbitrator determines that your claims were improper or frivolous, in which case the arbitrator may require you to reimburse us for certain fees and expenses in accordance with the Rules.



- l) **Exceptions.** Notwithstanding anything to the contrary in this section, you and the Foundation each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's intellectual property rights.
- 25. Governing Law.** Unless expressly prohibited by the law of your place of residence, these Terms of Use, and your access to and use of the Site, are governed by the laws of Colorado, without regard to its conflict of laws principles. Venue is exclusively in the state or federal courts, as applicable, located in Douglas County, Colorado. The parties expressly agree to the exclusive jurisdiction of those courts.
- 26. Entire Agreement.** These Terms contain the entire agreement between you and the Foundation with respect to your access to and use of the Site and the Content, unless you register for online access to your Foundation accounts, in which case the Platform Terms of Service apply.
- 27. Severability.** If any provision of these Terms of Use is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms of Use are for convenience only and do not affect the interpretation of these Terms of Use.
- 28. Contact Us.** If you have any questions or concerns regarding these Terms of Use, contact us by email at [info@thesolomonfoundation.org](mailto:info@thesolomonfoundation.org), by phone at 855-873-5873, or by mail at 16995 Pine Lane, Parker, Colorado 80134.

