

TERMS OF USE

Last Updated: September 29, 2023

These Terms of Use are entered into by **Spirit of America - Rising LLC**, A Massachusetts Limited Liability Company also known as psyopwars.com and psyopwars.buzzsprout.com (“Company”, “Us”, or “We”) and governs your access to the content and services hosted on our platform (the “Services”).

By accessing or using the Service, you agree to comply with and be bound by the terms and conditions set forth in this user agreement (the "Terms" or "Agreement"), whether or not you become a registered user of the Service. Failure to use the Service in accordance with these Terms and Privacy Policy may subject you to civil and criminal penalties.

BY USING OUR WEB BROWSER, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE PLATFORM.

- 1) **User Agreement.** The following Terms describe the terms and conditions on which we offer you access to our Sites and Services, defined below. Our offer to allow you to access the Sites and Services is conditioned on your agreement to all of the terms and conditions contained in these Terms, including your compliance with the policies and terms linked to the “websites” (psyopwars.com and psyopwars.buzzsprout.com) from this Agreement, such as our Privacy Policy. If you do not agree to be bound by these Terms in their entirety, you must cease accessing or otherwise using the Sites and Services in any way. Your use of any of the Sites or Services constitutes your agreement to these Terms.
- 2) **Modification or Amendment.** We may amend these Terms at any time in our sole discretion, effective upon posting the amended Terms at this URL where the prior version of these Terms was posted or by communicating these changes through any written contact method we have established with you. Your use of the Sites or Services following the date on which such amended Terms are published will constitute consent to such amendments. However, if you cease using the Sites or Services upon such publication, your relationship with us will continue to be controlled by the previous version of these Terms. You agree that you will periodically check this page for updates to these Terms and read the messages we send you to inform you of any changes.
- 3) **Using Our Sites, User Conduct, and Your Content**
 - a) **Eligibility.** You may use our Sites only if you can form a binding contract with Company in compliance with the Agreement. In order to become a “Registered User” (by creating an account), Company requires an individual to be at least eighteen (18) years old and not have a previous account terminated by Company or otherwise have had his or her access to the Sites terminated by Company. It is a violation of the Agreement to provide false or misleading information to Company in connection with the creation of an account. If you would like to report an account registered for a minor, please email SpiritOfAmerica.Rising@Proton.Me.

- b) **User Responsibilities.** You are solely responsible for your use of our Sites, for any Content you submit to us, any interactions with other users, and for any consequences thereof. Content you submit will be viewable by other users of the Sites and through Third-Party services and websites.
 - c) You should only provide Content that you are comfortable sharing with others under these Terms, and that does not violate any third-party's rights of any kind, including without limitation, any intellectual property rights, rights of privacy, or publicity rights.
 - d) Company reserves the right, but is not obligated, to reject and/or remove any Content in its sole discretion, including, but not limited to, violations of these Terms. Company reserves the right, but has no obligation, to monitor disputes between you and other users. Company shall have no liability for your interactions with other users, or for any user's action or inaction.
- 4) **User Conduct.** In exchange for your being able to use the Sites, you agree to be bound by the following obligations. You may not and may not allow any Third-Party to:
- a) Modify, adapt, disassemble, decompile, translate, reverse engineer or otherwise attempt to discover the source code or structure, sequence and organization of the Sites or any portion of any website on which the Services are offered (except where the foregoing is required by applicable local law, and then only to the extent so required under such laws);
 - b) Use the Sites in any manner that could damage, disable, overburden, or impair the Sites or another user's use of the Sites;
 - c) Remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices ("Notices") contained in or on the Sites or any website on which the Service is offered, Company code embeddable or embedded on a third-party web site, and/or Company Platform;
 - d) Submit any content or material that falsely express or imply that such content or material is sponsored or endorsed by the Company; or
 - e) Use the Sites or Services to violate the security of any computer network or transfer or store illegal material.
 - f) Violate the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity;
 - g) Be in violation of these Terms, any local, state, federal or international law, rule or regulation or the rules of conduct posted with respect to any individual feature of the Services;
 - h) Create user accounts by automated means or under false pretenses or mislead others as to the origins of your communications;
 - i) Trick, defraud or mislead the Company or other users, especially in any attempt to learn sensitive account information such as passwords;
 - j) Make improper use of the Company's support services or submit false reports of abuse or misconduct;

- k) Engage in promoting any pyramid schemes or other multi-tiered marketing schemes or engage in promoting any websites or services that are deemed spam, malware, or contain objectionable material in the Company's sole discretion;
- l) Create or transmit unwanted electronic communications such as "spam," to other users or members of the Sites or otherwise interfere with other users' or members' enjoyment of the Sites;
- m) Disseminate or transmit viruses, worms, Trojan horses, rats, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms ("pcms"), or any other malicious or invasive code or program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies or other similar devices;
- n) Reverse engineer, decompile, reverse assemble, modify or attempt to discover any Platform (source code or object code) that the Service create to generate web pages or any Platform or other products or processes accessible through the Sites;
- o) Cover or obscure any notice, banner, advertisement or other branding on the Sites;
- p) Disguise the source of your Content or other information you submit to the Sites;
- q) Interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Sites or Content;
- r) You agree that you shall be responsible for any consequences (including a responsibility to indemnify the Company for damages it may suffer) arising in the event that any use of and conduct on the Service (including any commenting feature), and your Content:
- s) Includes any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;
- t) Includes profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;
- u) Defames, libels, ridicules, mocks, disparages, threatens, harasses, intimidates or abuses anyone;
- v) Promotes violence or describes how to perform a violent act;
- w) Reveals any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual;
- x) Attempts to impersonate any other party;
- y) Or uses tools which anonymize your internet protocol address (e.g. Anonymous proxy) to access the Sites;

5) Licensing Agreements.

- a) **User License.** You retain your rights to any Content you submit to or through the Sites. By posting any Content on the Sites, however, you expressly grant, and you represent and warrant that you have all rights necessary to and do grant, to Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Content and your name, voice, and/or likeness as contained in your Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Sites and Company's (and its successors, assignees, or affiliates) business, including without limitation for promoting and redistributing part or all of the Sites (and derivative works thereof) in any media formats, whether now known or hereafter developed, and through any media channels or search engines for commercial and noncommercial purposes alike. You also hereby grant each user of the Sites a non-exclusive license to access your Content through the Sites, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Sites and under these Terms. Any material you transmit to the Company or otherwise through the Sites will be treated as non-confidential and non-proprietary.
- i) Such additional uses by Company, or other companies, organizations or individuals who partner with or use Company, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Sites. We may add or insert affiliate and partner code into Content that you submit. We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or Third-Party Services, and you are responsible for reading and understanding those Third-Party Services' privacy policies.
- b) **Site License.** All right, title, and interest in and to the Sites (excluding Content provided by users) shall remain the exclusive property of Company and its licensors. The Sites are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Company name or any of the Company website names, trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, ideas or suggestions you may provide regarding the Sites, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.
- i) Subject to your acceptance of these Terms, Company grants you a non-exclusive, limited, non-transferable, freely revocable license to use the Sites for your personal, noncommercial (i.e. you may not use the Sites to provide or serve or permit others to provide or serve ads or contests or sweepstakes) use only and as permitted by the features of the Sites. Company reserves all rights not expressly granted herein in the Sites and the Company Content. Company

reserves the right to terminate your license to use the Sites at any time and for any reason or in the future to charge for commercial usage.

- 6) **Privacy.** We care about the privacy of our users. You understand that by using the Sites you consent to the collection, use, and disclosure of your personally identifiable information (see “Information Sharing” below) and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States.
- 7) **Information Sharing.** Company has technical, administrative and physical safeguards in place to help protect against unauthorized access to, use or disclosure of user information we maintain. Under our security practices and policies, access to personally identifiable information is authorized only for those who have a business need for such access, and sensitive records are to be retained only as long as necessary for business or legal needs and destroyed before disposal.
 - a) Although we work hard to protect personal information that we collect and store, no program is one hundred percent secure and we cannot guarantee that our safeguards will prevent every unauthorized attempt to access, use or disclose personal information. If you become aware of a security issue, please email us at [EMAIL].
 - b) The Company reserves the right to reveal your identity (or whatever information we know about you) in the event of a complaint or legal action arising from any comment or other content posted by you or where such information is otherwise relevant.
- 8) **Advertisements.** As part of the Service, we may include advertisements and/or content provided by Company and/or a Third-Party, which may be targeted to the Content or information on the Sites, queries made through the Sites, or other information. The types and extent of advertising by Company on the Sites are subject to change. In consideration for Company granting you access to and use of the Sites, you agree that Company and its Third-Party providers and partners may place such advertising on the Sites or in connection with the display of Content or information from the Sites whether submitted by you or others.
- 9) **Third-Party Links Disclaimer.** The Sites may contain links to third-party websites, advertisers, services (such as payment processing), special offers, or other events or activities that are not owned or controlled by Company. Company does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a Third-Party website from the Sites, you do so at your own risk, and you understand that these Terms and Company’s Privacy Policy do not apply to your use of such sites. You expressly release Company from any and all liability arising from your use of any third-party website, service, or Content. Your dealings with or participation in promotions of advertisers found on the Sites, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Company shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers or entities.

10) **Copyright Policy.** If Company receives notice that Content posted is unlawful or not in keeping with the Terms or the intended use of the Sites, we reserve the right to remove the material. Please note that we will respond only to notices of alleged infringement that comply with the Digital Millennium Copyright Act (“DMCA”). The text of the Act can be found at the U.S. Copyright Office Web Site.

- a) To file a notice of infringement with us, you must provide a written communication (by email with an attached and signed PDF or by U.S. mail) that sets forth the items specified below.
- b) In all cases, if you do not hear a response from us within 10 days of submitting a complaint, please email us to confirm that we received your original complaint. Spam blockers sometimes devour important emails from strangers! To enable us to address your concerns, please provide the following information:
- c) For each allegedly infringing image, video, music, or piece of text that you wish to have removed from one of our sites, provide the exact permanent URL for the page containing the material.
- d) Provide information reasonably sufficient to permit us to contact you: an email address is preferred, as well as a telephone contact number.
- e) For images, provide the following information detailing your claim to ownership of the copyright in the allegedly infringing image, video, music, or piece of text: Proof of copyright in the image, video, music, or piece of text concerned, namely proof of registration; OR, absent such registration, a detailed description and evidence to support your claim that you own the copyright in the image, video, music, or piece of text. We will not comply with requests to remove an image, video, music, or piece of text where the complainant cannot prove that they own the copyright in the Content in question.
- f) Include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”
- g) Sign the document and send it to [EMAIL]
- h) Please note that you will be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that any material on our sites is infringing your copyrights. We also reserve the right to publish your letter on the Company site(s).

11) **Termination of Agreement.** You may discontinue your use of the Sites at any time without informing us. Subject to the provisions in the Company Privacy Policy, we may retain and continue to use any Content that you have submitted or uploaded to the Sites.

- a) Company may, without prior notice, change the Sites, stop providing access to the Sites or features of the Sites to you or to users generally, or create usage limits for the Sites. We may permanently or temporarily terminate or suspend your access to the Sites without notice and liability for any reason, including if, in our sole determination, you violate any provision of these Terms. In particular, Company

may immediately terminate or suspend accounts that have been flagged for repeat copyright infringement, in accordance with the DMCA and other applicable laws.

- b) Upon termination of your access to or ability to use the Sites, including but not limited to suspension of your account, your right to use or access that Service and any Content will immediately cease. All provisions of this Agreement that by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Sites shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to Company or any Third-Party.
- c) On termination of your Account or upon your deletion of particular pieces of your Content from the Sites, you acknowledge and agree that: (a) caching of, copies of, or references to the Content may not be immediately removed; (b) such removed Content may persist in backups (not available to others) for a reasonable period of time; and (c) such removed Content may be available (and stored on our servers) through the accounts of other users, because of liking. You agree to release and indemnify Company from all claims related to the retention of deleted content.

12) Indemnity. You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Sites, including any data or Content transmitted, submitted, viewed, or received by you; (ii) your violation of any provision of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your Content or any that is submitted via your account; or (vi) any other party's access and use of the Sites with your unique username, password or other appropriate security code.

13) Warranty, Disclaimer, and Limitations of Liability. Your access to and use of the Sites or any Content is at your own risk.

- a) THE SITES ARE AVAILABLE "AS IS": YOU UNDERSTAND AND AGREE THAT THE SITES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, Company DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- b) Company makes no representations or warranties of any kind with respect to the Sites, including any representation or warranty that the use of the Sites will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, Platform, system or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of viruses or other harmful components. Company also makes no representations or warranties

of any kind with respect to Content; user Content, in particular, is provided by and is solely the responsibility of the users providing that Content. No advice or information, whether oral or written, obtained from Company or through the Sites, will create any warranty not expressly made herein.

- 14) **Release From Liability.** You release, to the fullest extent permitted by law, Company, its affiliated entities, parent companies, subsidiaries, directors, officers, shareholders, employees, representatives, consultants, agents, suppliers, and/or distributors from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following: (i) Disputes between users, including those between you and other users; (ii) Third-Party sites and services, including Content found on such sites and services; (iii) Disputes concerning any use of or action taken using your account by you or a Third-Party; (iv) Claims relating to the unauthorized access to any data communications or Content stored under or relating to your account, including unauthorized use or alteration of such communications or your Content.
- 15) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY, ITS AFFILIATED ENTITIES, PARENT COMPANIES, SUBSIDIARIES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS SHALL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) LOSS OF: PROFITS, REVENUE, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITES; (D) DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD-PARTY OR SUBSCRIBER USING THE SITES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY MANNER RELATING TO ANY CONTENT. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF COMPANY AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS, FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF FIFTY DOLLARS (USD\$50) OR THE AMOUNT YOU PAID US TO USE THE APPLICABLE SITE(S).
- 16) **Waiver.** The failure of Company to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- 17) **Severability.** In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

18) **Entire Agreement.** These Terms and our Privacy Policy are the entire and exclusive agreement between Company and you regarding use of the Sites (excluding any services for which you have a separate written agreement with Company that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Company and you regarding use of the Sites.

19) **Legal Disputes.**

- a) **Applicable Law and Class Action and Jury Waiver.** You hereby agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions. YOU AGREE THAT BY ENTERING INTO THESE TERMS, IN PARTICULAR THE AGREEMENT TO ARBITRATE, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT YOU MAY BRING CLAIMS AGAINST COMPANY ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION OR OTHER ACTION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. You agree that the laws of the State of Massachusetts, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute that has risen or may arise between you and Company, except as otherwise stated in these Terms.
- b) **Binding Arbitration.** If you and the Company are unable to resolve a Dispute through informal negotiations, either you or the Company may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, the Company will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and the Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

- c) **Judicial Forum for Legal Disputes Other Than Copyright Matters.** Unless you and we agree otherwise, in the event that the Binding Arbitration provision above is found not to apply to you or to a particular claim or dispute, you agree that any claim or dispute that has arisen or may arise between you and Company must be resolved exclusively by a state or federal court located in Boston, Massachusetts. You and Company agree to submit to the personal jurisdiction of the courts located within Boston, Massachusetts for the purpose of litigating all such claims or disputes.
- d) **Judicial Forum for Legal Copyright Matters.** You agree that any claim or dispute that has arisen or may arise between you (or an entity on whose behalf you are visiting Company's sites) and Company regarding infringement of a copyright must be resolved exclusively by a Massachusetts court of law.
- e) **Statute of Limitations.** You and the Company both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites, Terms or Privacy Policy must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- f) **International Users.** The Sites and Services are based in the United States. Company makes no representations that they are appropriate or available for use in other locations. Those who access or use the Sites and Services from other countries do so at their own volition and are responsible for compliance with local law.

How to Contact Us!

Spirit of America - Rising LLC
165 Middlesex Ave #1132
Somerville, MA 02145-1105

SpiritOfAmerica.Rising@Proton.Me