Terms Of Service

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1. **Introduction**

Welcome to the Solar Moon website, owned and operated by Solar Moon LLC d/b/a Solar Moon (“Solar Moon,” “the Company,” “We,” “Us” or “Our”). These Terms of Use (these “Terms”) govern your access to and use of the Solar Moon website (the “Service”) and the purchase, sale, or exchange of the Solar Moon Token.

Solar Moon is a decentralized, community mining platform with the goal of reducing cryptocurrency mining’s environmental impact by creating a way for communities to come together to invest in a clean energy mining project. Through the launch of the Solar Moon Token on the Binance Smart Chain Network, Solar Moon will begin its solar mining operation by purchasing land, graphic cards, and solar panel systems, which will allow for clean cryptocurrency mining and help to reduce cryptocurrency mining’s carbon footprint. Before You use the Service, however, You will need to review these Terms of Service. Please also review the Solar Moon’s Privacy Policy.

THESE TERMS OF SERVICE ARE IMPORTANT AND AFFECT YOUR LEGAL RIGHTS, SO PLEASE READ THEM CAREFULLY. WE WANT TO LET YOU KNOW THAT THE TERMS INCLUDE AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS. PLEASE READ SECTION 15 CAREFULLY.

1. **Definitions**

The words of which the initial letter is capitalized have meanings defined under

the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

* “**Affiliate**” means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
* “**Content**” means any information, content, and material or products contained therein the Service, including, without limitation, the Solar Moon logo and all designs, text, graphics, pictures, data, code, software, sound files, other files and the selection and arrangement thereof.
* “**Device**” means any device that can access the Service such as a computer, a cellphone or a digital tablet.
* “**Service**” refers to the Website.
* “**Terms and Conditions**” (also referred as "**Terms**") mean these Terms and Conditions that form the entire agreement between You and Solar Moon LLC regarding the use of the Service.
* “**Website**” refers to Solar Moon, accessible from <https://www.solarmoon.today>.
* “**You**” means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

1. **Acknowledgment**

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Solar Moon reserves the right to change or modify these Terms at any time and in Our sole discretion. If We make changes to these Terms, We will provide notice of such changes, such as by sending an email notification, providing notice through the Service or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Service, You confirm Your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage You to review the Terms frequently to ensure that You understand the terms and conditions that apply when You access or use the Service. If You do not agree to the revised Terms, You may not access or use the Service.

You represent that You are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You access and use the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

1. **License to Access and Use Our Service and Content**

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, and personal license to access and use the Service and Content; provided, however, that such license is subject to these Terms and does not include any right to (a) sell, resell or use commercially the Service or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Service or Content, except as expressly permitted by Us, and (f) use the Service or Content other than for their intended purposes.

1. **Solar Moon Tokens**
   1. Solar Moon Tokens may be purchased on the Binance Smart Chain Network.
   2. Advanced Tokenomics. There is a 10% total fee per transaction of Solar Moon:

* 2% is liquidity locked to sustain the value of Solar Moon;
* 2% is redistributed to holders based on the number of tokens they hold to reward Our community for holding and seeing through their investments in Our solar mining operations.
* 6% of each transaction is sent directly to Our community wallet (5% is used solely for the development of Our community solar mining projects, 1% is used for marketing to grow the Solar Moon community).
  1. Clean energy mining rewards: The cryptocurrency that is mined by the Solar Moon Community through Our solar mining operations will be used to buy back Solar Moon Tokens which will be burned in order to inject the value of the cryptocurrency mined back into the value of the Solar Moon that is owned by Our holders.

1. **Fees and Payment**

If You elect to purchase, trade or sell Solar Moon Tokens, any financial transactions You engage in will be conducted solely through the Binance Smart Chain Network. We will have no insight into or control over these payments or transactions, nor do We have the ability to reverse any transactions. You agree We have no liability to You or to any third party for any claims or damages that may arise as a result of any transactions that You engage in and conduct via the Binance Smart Chain Network or other blockchain networks, or while using any cryptocurrency exchange, including, but not limited to, PancakeSawp or any similar cryptocurrency exchange.

As between Us, You will be solely responsible to pay any and all sales, use, value‑added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority (collectively, “Taxes”) associated with and become payable as the result of Your ownership, transfer, or acquisition of Your Solar Moon Tokens.

1. **Ownership**
   1. Unless otherwise indicated in writing by Us, the Service and all Content and other materials contained therein are the proprietary property of Solar Moon
   2. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by Solar Moon or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.
   3. The Solar Moon logo and any Solar Moon product or service names, logos or slogans that may appear on the Service or Content are trademarks of Solar Moon or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Solar Moon” or any other name, trademark or product or service name of Solar Moon or our Affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Solar Moon and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and Solar Moon names or logos mentioned on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Solar Moon.
   4. You understand and agree: (i) that Your “purchase” of Solar Moon Tokens, whether via the Binance Smart Chain Network or otherwise, does not give You any rights or licenses in or to the Service or Content (including, without limitation, our copyright in and to the art and drawings associated with the Tokens) other than those expressly contained in these Terms.
2. **Hyperlinks**

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Service for noncommercial purposes, provided that such link does not portray Solar Moon or our Affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Solar Moon to link to the Service or Content without our express written permission. Further, You may not use, frame or utilize framing techniques to enclose any Solar Moon trademark, logo or other proprietary information, including the images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.

1. **Third Party Services**

The Service may contain links to third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”). When You click on a link to a Third-Party Website or Third-Party Application, We will not warn You that You have left Our Service and are subject to the Terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of Solar Moon. Solar Moon is not responsible for any Third-Party Websites or Third-Party Applications. You further acknowledge and agree that Solar Moon shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such Third-Party Website or Third-Party Application.

Solar Moon provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at Your own risk. When You leave our Service, Our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

ANY TRANSACTION INITIATED THROUGH OUR SERVICE MAY BE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS.

1. **User Conduct**

You agree that You will not violate any law, contract, intellectual property or other third party right, and that You are solely responsible for Your conduct, while accessing or using the Service. You agree that You will abide by these Terms and will not:

* Provide false or misleading information to Solar Moon;
* Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
* Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
* Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Service, area or code of the Service;
* Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
* Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by Us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
* Use data collected from our Service to contact individuals, companies, or other persons or entities;
* Use data collected from Our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
* Bypass or ignore instructions that control all automated access to the Service;
* Use the Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms; or
* Use the Service from a country sanctioned by the government of the United States.

1. **Assumption of Risk**

You accept and acknowledge each of the following:

* 1. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of Your Solar Moon Token, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Solar Moon Tokens will not lose money.
  2. You are solely responsible for determining what, if any, taxes apply to your Solar Moon-related transactions. Solar Moon is not responsible for determining the taxes that apply to your transactions on the Binance Smart Chain Network or any other blockchain.
  3. The Service does not store, send, or receive Solar Moon Tokens. This is because Solar Moon Tokens exist only by virtue of the ownership record maintained on the blockchain in the Binance Smart Chain Network. Any transfer of Solar Moon Tokens occurs within the blockchain in the Binance Smart Chain Network, and not on the Service.
  4. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within Your wallet. You accept and acknowledge that Solar Moon will not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Binance Smart Chain Network, however caused.
  5. A lack of public interest in the development and maintenance of Solar Moon’s solar mining operation could negatively impact potential utility or value of Solar Moon Tokens.
  6. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of Solar Moon’s solar mining operation, and therefore the potential utility or value of Solar Moon Tokens.

1. **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SOLAR MOON BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICE, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF SOLAR MOON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SOLAR MOON ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, CRYPTO ASSETS, OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SERVICE EXCEED THE GREATER OF $100.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF SOLAR MOON FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A MEMBER OF SOLAR MOONS’S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A MEMBER OF SOLAR MOON’S FRAUD OR FRAUDULENT MISREPRESENTATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THIS LIMITATION MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

1. **Disclaimers**

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY SOLAR MOON, THE SERVICE AND CONTENT CONTAINED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOLAR MOON MAKES NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. SOLAR MOON DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICE AND CONTENT CONTAINED THEREIN. SOLAR MOON DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE SOLAR MOON ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, SOLAR MOON CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF CRYPTO ASSETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR CRYPTO ASSETS.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE BINANCE SMART CHAIN NETWORK OR OTHERWISE OR AN ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE, BLOCKCHAIN NETWORK, OR AN ELECTRONIC WALLET.

SOLAR MOON TOKENS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BINANCE SMART CHAIN NETWORK. FOR CLARITY, WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO THE FUNCTIONALITY OF THE BINANCE SMART CHAIN NETWORK AND/OR THE EXECUTION OF SMART CONTRACTS AND/OR TRANSACTIONS.

SOLAR MOON IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE BINANCE SMART CHAIN NETWORK OR AN ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE BINANCE SMART CHAIN NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT LIABILITY OF EITHER PARTY FOR FRAUD, DEATH OR BODILY INJURY CAUSED BY NEGLIGENCE, VIOLATION OF LAWS, OR ANY OTHER ACTIVITY THAT CANNOT BE LIMITED OR EXCLUDED BY LEGITIMATE MEANS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

1. **Dispute Resolution; Arbitration**
   1. Dispute Resolution. Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires You to arbitrate disputes with Solar Moon and limits the manner in which You can seek relief from Us.
   2. Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to Your access or Use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with Solar Moon, will be resolved by binding arbitration, rather than in court, except that (1) You may assert claims in small claims court if Your claims qualify; and (2) You or Solar Moon may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
   3. Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Disputes involving claims and counterclaims under $250,000, not inclusive of attorneys’ fees and interest, shall be subject to the American Arbitration Association.
   4. Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of You and Solar Moon. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
   5. Waiver of Jury Trial. YOU AND SOLAR MOON HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Solar Moon are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 14(b) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
   6. Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection’s limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in the Commonwealth of Pennsylvania. All other claims shall be arbitrated.
   7. Severability. Except as provided in this Section, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
   8. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Solar Moon.
2. **Termination**

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

1. **Indemnification**

To the fullest extent permitted by applicable law, You agree to indemnify, defend and hold harmless Solar Moon, and Our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, Affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “Solar MOON Parties”), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) Your use or misuse of the Service, (b) Your violation of these Terms, and (c) Your violation of the rights of a third party. You agree to promptly notify Solar Moon of any third party Claims and cooperate with the Solar Moon Parties in defending such Claims. You further agree that the Solar Moon Parties shall have control of the defense or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND SOLAR MOON.

1. **Children**

YOU AFFIRM THAT YOU ARE OVER THE AGE OF 13, AS THE SERVICE IS NOT INTENDED FOR CHILDREN UNDER 13. IF YOU ARE 13 OR OLDER BUT UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD OVER 13, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD’S USE OF THE APP, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

1. **Modifications to the Service**

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Services (or any features or parts thereof) without liability therefore.

1. **Governing Law and Venue**

These Terms, Your access to and use of the Service and Content shall be governed by and construed and enforced in accordance with the laws of the State of Wyoming, without regard to conflict of law rules or principles of the State of Wyoming, or any other jurisdiction that would cause the application of the laws of any other jurisdiction.

1. **Severability**

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

1. **Survival**

The following Sections will survive the expiration or termination of these Terms and the termination of Your Account: all defined terms and Sections 1–3, 5–8, and 9–22.

1. **Miscellaneous**

These Terms constitute the entire agreement between You and Solar Moon relating to Your access to and use of the Services and Content. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You without the prior written consent of Solar Moon, and Solar Moon’s failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms is intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.