

Terms and Conditions of Use

READ THE FOLLOWING TERM AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. BY USING OR ACCESSING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE ("AGREEMENT"), AND THAT YOU ACCEPT AND WILL BE BOUND BY THE AGREEMENT.

1. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings. "Content" shall mean all text, graphics, photographs, logos, artwork and computer code, including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content. "Site" shall mean any Magna Sol Corp. ("Magna Sol") internet site, page (and all sub-pages), uniform resource locator ("URL"), and domain location.

2. TRADEMARK NOTICE

Unless otherwise noted on the Site, all other trademarks, service marks, and logos used in this Site are the trademarks, service marks or logos of their respective owners.

3. LICENSE GRANT AND OWNERSHIP BY MAGNA SOL

a. License. Subject to the terms and conditions of this Agreement, and until termination of the Agreement, Magna Sol grants you a non-exclusive, non-transferable, limited license to view or print the Content in this Site without alterations, for personal, non-commercial use only. This limited license does not apply to any media or platform other than that of the current Site.

b. Ownership. All Content on the Site is (and shall continue to be) owned exclusively by Magna Sol or others, and is protected under applicable copyrights, patents, trademarks, trade dress, and/or other proprietary rights, and the copying, redistribution, use or publication by you of any such Content or any part of the Site is prohibited. Under no circumstances will you acquire any ownership rights or other interest in any Content by or through your use of the Site.

4. RESTRICTIONS ON USE

a. Concerning your usage of this Site or any Content, you agree not to knowingly: (i) use any device, software or technique to interfere with or attempt to interfere with the proper working of the Site; (ii) post or transmit to the Site any unlawful, fraudulent, harassing, libelous, or obscene information of any kind; (iii) post or send to the Site any information that contains a computer virus, bug, or other harmful item; (iv) publish,

perform, distribute, prepare derivative works, copy, reverse engineer, or use the Content (other than as expressly permitted herein); (v) post or transmit into or on the Site any information in violation of another party's copyright or intellectual property rights; (vi) take any action which imposes an unreasonable or disproportionately large burden on Magna Sol's infrastructure or resources; (vii) redeliver any of the Content using "framing", hyperlinks, or other technology without the express written permission of Magna Sol; or, (viii) use any device or technology to provide repeated automated attempts to access password-protected portions of the Site.

b. You acknowledge that Magna Sol has the right, but no obligation, to monitor the Site and to disclose any information necessary to operate the Site, to protect Magna Sol and the customers and shareholders of Magna Sol and to comply with legal obligations or governmental requests. Magna Sol reserves the right to refuse to post or to remove any information on the Site, in whole or in part, for any reason.

c. You represent and warrant that by using the Site, you have read and agree to this Agreement and have the legal capacity to agree to the terms of this Agreement.

5. YOUR SITE ACTIVITIES

You acknowledge that Magna Sol neither endorses nor is affiliated with any linked site and is not responsible for any information that appears on the linked site. You acknowledge that (i) the internet is a network of computers worldwide, and that any information submitted by you to Magna Sol necessarily is routed via third party computers to Magna Sol (ii) Magna Sol is not responsible for lapses in online security and does not assume liability for improper use of your information by a third party.

6. SUBMISSIONS OF INFORMATION BY YOU

If you submit information to the Site, you grant Magna Sol a nonexclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) link to, utilize, use, copy, exploit, and prepare derivative works of the submitted information. No Information you submit shall be deemed confidential. However, Magna Sol agrees to use your information in accordance with the privacy policy of Magna Sol applicable to personally identifiable user data.

7. LINKS TO OTHER SITES AND TO THE MAGNA SOL SITE

This site may contain links to other independent third-party web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Magna Sol's control and Magna Sol is not responsible for and does not endorse the content of such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

8. APPLICABILITY AND COOPERATION

Magna Sol reserves the right to limit the provision of any product or service to any person, geographic area or jurisdiction as it so desires, or as required by law. Magna Sol in its sole discretion may add, delete or change the Content at any time, without notice to you.

9. LIMITED WARRANTY AND DISCLAIMER

a. **DISCLAIMER OF WARRANTY.** MAGNA SOL MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THE CONTENT HEREON. THE CONTENT PROVIDED ON THIS SITE IS DONE SO ON AN "AS IS" AND "AS AVAILABLE", BASIS WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. YOU HEREBY DISCLAIM ALL WARRANTIES BY MAGNA SOL RELATING TO YOUR USAGE OF THE SITE. YOU ACKNOWLEDGE THAT YOUR ACCESS TO THE SITE WILL NOT BE FREE OF INTERRUPTIONS, THAT THE INFORMATION HEREIN MAY CONTAIN BUGS, ERRORS, TECHNICAL INACCURACIES, PROBLEMS OR OTHER LIMITATIONS, AND THAT THE SITE MAY BE UNAVAILABLE FROM TIME TO TIME. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USAGE OF THE SITE.

b. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL MAGNA SOL BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

10. VIOLATION OF THESE TERMS OF USE

Magna Sol may disclose any information we have about you (including your identity) if we determine such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either internationally or unintentionally) Magna Sol's rights or property, or the rights of property of visitors or users of the Site. Magna Sol reserves the right at all times to disclose any information that it deems necessary to comply with any applicable law, regulation, legal process, or governmental request. Magna Sol may also disclose your information when

it determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Magna Sol may preserve any transmittal or communication by you with Magna Sol thru the Site any may also disclose such data if required to do so or if Magna Sol determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, (4) protect the rights, property, or personal safety of Magna Sol, its employees, visitors to the Site, and the public.

You agree that Magna Sol may, in its sole discretion and without prior notice, terminate your access to the Site and block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines that may be associated with use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Magna Sol, for which monetary damages would be inadequate, and you consent to Magna Sol obtaining any injunctive or equitable relief that Magna Sol deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Magna Sol may have at law or in equity.

You agree that Magna Sol may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Magna Sol does take any legal action against you as a result of your violation of these Terms of Use, Magna Sol will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Magna Sol. You agree that Magna Sol will not be liable to you or to any third party for termination of your access to the Site as a result of these Terms of Use.

11. RIGHT TO MODIFY TERMS

Magna Sol reserves the right to modify or amend these Terms of Use at any time, without notice to the users of the Site.

12. CONTACTING MAGNA SOL

Should you desire to contact Magna Sol, you may do so at: Magna Sol Corp. 16515 Prairie Ave. Lawndale CA 90260 (310) 371-5477.

13. MISCELLANEOUS

a. **Equitable Relief.** You acknowledge that any breach by you of the provisions of the Agreement will cause irreparable damage to Magna Sol or others and that a remedy at law will be inadequate. Therefore, in addition to any, and all other legal or equitable remedies, Magna Sol and others will be entitled to injunctive relief for any breach of this Agreement.

b. **Severability.** In the event, that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

c. **Entire Agreement.** This Agreement constitutes the entire agreement between you and Magna Sol pertaining to the subject matter hereof. You agree to review this Agreement prior to any usage of the Site, and each usage of the Site by you shall constitute and be deemed your unconditional acceptance of this Agreement. This Agreement may be prospectively modified by Magna Sol at any time without notice, by posting a revised Agreement on the Site.

d. **Termination.** This Agreement may be terminated by either party, in its sole and absolute discretion, at any time and for any reason (with or without cause), with or without notice. If the Agreement is terminated, you agree to cease all access and usage of the Site and, upon request by Magna Sol, to return all information in your possession relating to the Site, and all copies thereof.

e. **Survival of Certain Provisions.** Any, and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties, their successors and permitted assignees.

f. **Waiver.** No delay or omission to exercise any right or remedy accruing to Magna Sol upon any breach or default by you shall constitute a waiver by Magna Sol of any breach or default.

g. **Conflicts.** If this Agreement conflicts with a provision of any other contract between you and Magna Sol relating to the Site, the provision in such other Agreement shall govern.

14. COMPLIANCE WITH LAWS

You shall be responsible for complying with all applicable governmental regulations of the United States (including US export laws) and any foreign country (where applicable) with respect to the use of the Site. The Site is not to be used in any government and/or defense related activity unless approved under U.S. Export Law and Regulation. You shall defend, indemnify and hold Magna Sol harmless from and against any, and all liabilities arising out of the non-compliance with applicable governmental regulations.

15. JURISDICTION

This Agreement shall be subject to, and construed in conformity with, the laws of the State of California, United States of America. The parties hereby submit to the jurisdiction of the courts in the State of California, Los Angeles County. Neither party shall bring a legal action against the other more than one year after the cause of action arose.