



# SOLOTRUTH INC. TERMS OF USE

Effective Date: February 8, 2026

## 1. Acceptance of Terms

These Terms of Use ("Terms") govern your access to and use of the software-as-a-service platform, applications, and related services (collectively, the "Service") provided by SoloTruth Inc., a Utah corporation ("SoloTruth," "we," "us," or "our"). By accessing or using the Service, you agree to be bound by these Terms on behalf of the entity you represent ("Customer," "you," or "your").

If you do not have authority to bind the entity on whose behalf you are accepting these Terms, or if you do not agree with these Terms, you must not access or use the Service.

SoloTruth reserves the right to update or modify these Terms at any time by posting the revised version on our website. We will notify you of material changes at least thirty (30) days before they take effect. Continued use of the Service after the effective date of any modification constitutes your acceptance of the updated Terms.

## 2. Definitions

**"Authorized User"** means any individual whom Customer authorizes to access and use the Service under Customer's account.

**"Customer Data"** means all data, content, and information submitted, uploaded, or otherwise transmitted by Customer or its Authorized Users to the Service.

**"Documentation"** means the user guides, help articles, API documentation, and other materials provided by SoloTruth describing the features and functionality of the Service.

**"Order Form"** means the ordering document or online subscription process that references these Terms and specifies the Service plan, fees, subscription term, and other commercial details.

**"Subscription Term"** means the period during which Customer has the right to access and use the Service as specified in the applicable Order Form.

**"Service Level Agreement" or "SLA"** means the uptime and support commitments published by SoloTruth and incorporated by reference into these Terms.



### **3. Account Registration and Access**

#### **3.1 Account Creation**

To use the Service, Customer must create an account and provide accurate, current, and complete registration information. Customer is responsible for maintaining the accuracy of this information throughout the Subscription Term.

#### **3.2 Account Security**

Customer is responsible for safeguarding all login credentials and for all activity that occurs under its account. Customer must immediately notify SoloTruth of any unauthorized use of its account or any other security breach. SoloTruth will not be liable for any loss or damage arising from Customer's failure to protect its account credentials.

#### **3.3 Authorized Users**

Customer may permit Authorized Users to access the Service subject to these Terms. Customer is responsible for its Authorized Users' compliance with these Terms and for any acts or omissions of its Authorized Users.

### **4. License Grant and Use of Service**

#### **4.1 License Grant**

Subject to Customer's compliance with these Terms and timely payment of all applicable fees, SoloTruth grants Customer a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Service during the Subscription Term, solely for Customer's internal business purposes and in accordance with the Documentation.

#### **4.2 Service Availability**

SoloTruth will use commercially reasonable efforts to make the Service available in accordance with the SLA. Scheduled maintenance windows will be communicated in advance. SoloTruth is not liable for interruptions caused by factors beyond its reasonable control.

### **5. Restrictions on Use**

Customer shall not, and shall not permit any third party to:

- License, sublicense, sell, resell, rent, lease, transfer, assign, or distribute the Service or any rights therein to any third party.
- Modify, copy, or create derivative works based on the Service or any component thereof.
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Service.



- Access the Service to build a competitive product or service, or to copy any ideas, features, functions, or graphics of the Service.
- Use the Service to store, transmit, or process any content that is unlawful, harmful, threatening, defamatory, obscene, or otherwise objectionable.
- Interfere with, disrupt, or circumvent the integrity, security, or performance of the Service or any related systems or networks.
- Use the Service in violation of any applicable law, regulation, or third-party right.
- Exceed any usage limits or restrictions specified in the applicable Order Form.
- Use automated means (bots, scrapers, crawlers) to access the Service except through a documented API and in compliance with applicable rate limits.

## **6. Customer Data and Privacy**

### **6.1 Ownership**

As between SoloTruth and Customer, Customer retains all right, title, and interest in and to Customer Data. Nothing in these Terms transfers ownership of Customer Data to SoloTruth.

### **6.2 License to Customer Data**

Customer grants SoloTruth a limited, non-exclusive license to access, use, process, and display Customer Data solely to the extent necessary to provide, maintain, and improve the Service, and to comply with applicable law.

### **6.3 Data Protection**

SoloTruth will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, or destruction. SoloTruth's data handling practices are described in its Privacy Policy, which is incorporated by reference into these Terms.

### **6.4 Data Processing Agreement**

If Customer Data includes personal data subject to applicable data protection laws (such as GDPR, CCPA, or state-level privacy statutes), the parties will execute a Data Processing Agreement that governs the processing of such data.

### **6.5 Data Portability and Deletion**

Upon written request during the Subscription Term or within thirty (30) days following termination, SoloTruth will make Customer Data available for export in a standard, machine-readable format. After this period, SoloTruth may delete Customer Data in accordance with its standard data retention policies, unless retention is required by applicable law.



## **7. Fees and Payment**

### **7.1 Fees**

Customer agrees to pay all fees specified in the applicable Order Form. Unless otherwise stated in the Order Form, fees are quoted in U.S. dollars and are non-refundable.

### **7.2 Invoicing and Payment Terms**

SoloTruth will invoice Customer in accordance with the billing frequency specified in the Order Form. Payment is due within thirty (30) days of the invoice date, unless otherwise agreed. All payments must be made by electronic funds transfer or other method specified in the Order Form.

### **7.3 Late Payment**

Overdue amounts will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. If Customer's account is more than thirty (30) days past due, SoloTruth may suspend access to the Service upon ten (10) days' written notice.

### **7.4 Taxes**

Fees are exclusive of all taxes, levies, and duties. Customer is responsible for all applicable taxes, excluding taxes based on SoloTruth's net income. If SoloTruth is required to collect or pay any tax on Customer's behalf, such amount will be invoiced to Customer.

### **7.5 Price Changes**

SoloTruth may adjust fees for any renewal Subscription Term by providing Customer with at least sixty (60) days' written notice before the start of the renewal term.

## **8. Intellectual Property**

### **8.1 SoloTruth IP**

SoloTruth and its licensors own all right, title, and interest in and to the Service, Documentation, and all related technology, including all patents, copyrights, trade secrets, trademarks, and other intellectual property rights. These Terms do not grant Customer any rights in the Service beyond the limited license set forth in Section 4.

### **8.2 Feedback**

If Customer provides suggestions, ideas, enhancement requests, or other feedback regarding the Service ("Feedback"), SoloTruth may use such Feedback without restriction or obligation to Customer. Customer hereby assigns to SoloTruth all right, title, and interest in and to such Feedback.

### **8.3 Aggregated and De-identified Data**



SoloTruth may collect and use aggregated, anonymized, or de-identified data derived from Customer's use of the Service for purposes of improving the Service, benchmarking, analytics, and other lawful business purposes, provided that such data does not identify Customer or any individual.

## **9. Confidentiality**

### **9.1 Confidential Information**

"Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether in writing, orally, or by other means, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Customer Data is Customer's Confidential Information. The Service (including its source code, architecture, and non-public features) is SoloTruth's Confidential Information.

### **9.2 Obligations**

The Receiving Party will use Confidential Information only to exercise its rights and perform its obligations under these Terms, protect it using at least the same degree of care it uses to protect its own confidential information (but no less than reasonable care), and limit disclosure to employees, contractors, and agents who need to know and who are bound by confidentiality obligations at least as protective as those in this Section.

### **9.3 Exclusions**

Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement, (b) was known to the Receiving Party before disclosure by the Disclosing Party without restriction, (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, or (d) is received from a third party without restriction and without breach of any obligation of confidentiality.

### **9.4 Compelled Disclosure**

If the Receiving Party is compelled by law to disclose Confidential Information, it will provide the Disclosing Party with prior written notice (to the extent legally permitted) and cooperate with the Disclosing Party's efforts to seek a protective order or other appropriate remedy.

## **10. Representations and Warranties**

### **10.1 Mutual Representations**

Each party represents and warrants that: (a) it has full power and authority to enter into these Terms, (b) its acceptance and performance of these Terms does not conflict with any other agreement to which it is a party, and (c) it will comply with all applicable laws in connection with its performance under these Terms.



## 10.2 SoloTruth Warranties

SoloTruth warrants that: (a) the Service will perform materially in accordance with the Documentation during the Subscription Term, (b) the Service will be provided in a professional and workmanlike manner consistent with generally accepted industry standards, and (c) SoloTruth will not materially decrease the overall functionality of the Service during a Subscription Term.

## 10.3 Customer Warranties

Customer warrants that: (a) Customer has all necessary rights to provide Customer Data to SoloTruth and to grant the licenses set forth in these Terms, and (b) Customer Data and Customer's use of the Service will not violate any applicable law or infringe any third-party right.

## 10.4 Disclaimer

**EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." SOLOTRUTH DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOLOTRUTH DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.**

## 11. Limitation of Liability

### 11.1 Cap on Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO SOLOTRUTH DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

### 11.2 Exclusion of Consequential Damages

**IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF BUSINESS, OR COST OF SUBSTITUTE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

### 11.3 Exceptions

The limitations in this Section 11 do not apply to: (a) either party's breach of Section 9 (Confidentiality), (b) Customer's breach of Section 5 (Restrictions on Use), (c) either party's indemnification obligations under Section 12, or (d) either party's willful misconduct or gross negligence.



## **12. Indemnification**

### **12.1 SoloTruth Indemnification**

SoloTruth will defend, indemnify, and hold harmless Customer and its officers, directors, employees, and agents from and against any third-party claim, action, or proceeding alleging that Customer's use of the Service in accordance with these Terms infringes or misappropriates a third party's intellectual property rights, and will pay all resulting damages, costs, and expenses (including reasonable attorneys' fees) finally awarded or agreed to in settlement.

### **12.2 Infringement Remedies**

If the Service becomes, or in SoloTruth's reasonable opinion is likely to become, the subject of an infringement claim, SoloTruth may at its option and expense: (a) procure the right for Customer to continue using the Service, (b) modify the Service to make it non-infringing without materially reducing functionality, or (c) replace the Service with a functionally equivalent non-infringing alternative. If none of these options is commercially reasonable, SoloTruth may terminate Customer's access to the affected Service and refund any prepaid fees covering the remainder of the Subscription Term.

### **12.3 Customer Indemnification**

Customer will defend, indemnify, and hold harmless SoloTruth and its officers, directors, employees, and agents from and against any third-party claim arising from: (a) Customer Data, (b) Customer's breach of these Terms, or (c) Customer's use of the Service in violation of applicable law.

### **12.4 Indemnification Procedure**

The indemnified party must: (a) promptly notify the indemnifying party in writing of the claim, (b) give the indemnifying party sole control of the defense and settlement, and (c) provide reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle any claim that imposes liability or obligations on the indemnified party without the indemnified party's prior written consent.

## **13. Term and Termination**

### **13.1 Term**

These Terms are effective as of the date Customer first accepts them or accesses the Service, and continue until all Subscription Terms have expired or been terminated.

### **13.2 Subscription Renewal**

Unless otherwise specified in the Order Form, each Subscription Term will automatically renew for successive periods equal to the initial Subscription Term, unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.



### **13.3 Termination for Cause**

Either party may terminate these Terms (including all Order Forms) immediately upon written notice if the other party: (a) materially breaches these Terms and fails to cure such breach within thirty (30) days after receiving written notice, or (b) becomes the subject of a petition in bankruptcy, insolvency, receivership, or similar proceeding that is not dismissed within sixty (60) days.

### **13.4 Termination for Convenience**

Customer may terminate a Subscription Term for convenience by providing thirty (30) days' written notice. If Customer terminates for convenience, no refund of prepaid fees will be provided, and any outstanding fees for the remainder of the Subscription Term will become immediately due and payable.

### **13.5 Effect of Termination**

Upon termination or expiration: (a) Customer's right to access and use the Service will immediately cease, (b) each party will return or destroy the other party's Confidential Information upon request, and (c) SoloTruth will make Customer Data available for export for thirty (30) days after termination, after which SoloTruth may delete Customer Data. Sections 2, 5, 6.1, 7 (for amounts accrued), 8, 9, 10.4, 11, 12, 13.5, and 14 through 16 will survive termination or expiration.

## **14. Governing Law and Dispute Resolution**

### **14.1 Governing Law**

These Terms are governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict-of-laws principles.

### **14.2 Jurisdiction**

Any legal action or proceeding arising under these Terms will be brought exclusively in the state or federal courts located in Salt Lake County, Utah. Each party irrevocably consents to the personal jurisdiction and venue of such courts.

### **14.3 Informal Resolution**

Before filing any formal proceeding, the parties will attempt in good faith to resolve any dispute through informal negotiation. The aggrieved party will provide written notice describing the dispute, and the parties will have thirty (30) days to attempt resolution.

### **14.4 Equitable Relief**

Nothing in this Section 14 prevents either party from seeking injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or Confidential Information.



## **15. Compliance with Laws**

Each party will comply with all applicable laws, rules, and regulations in connection with its performance under these Terms, including applicable export control laws, anti-corruption laws, and data protection laws. Customer will not use or permit the use of the Service in any manner that would violate U.S. export control or sanctions laws.

## **16. General Provisions**

### **16.1 Entire Agreement**

These Terms, together with all Order Forms and any referenced policies (including the Privacy Policy and SLA), constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

### **16.2 Order of Precedence**

In the event of a conflict between these Terms and an Order Form, the Order Form will control with respect to the specific Service covered by that Order Form, unless the Order Form expressly states otherwise.

### **16.3 Assignment**

Neither party may assign these Terms without the prior written consent of the other party, except that either party may assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section will be void.

### **16.4 Severability**

If any provision of these Terms is found to be unenforceable or invalid, that provision will be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed from these Terms. The remaining provisions will continue in full force and effect.

### **16.5 Waiver**

The failure of either party to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. A waiver of any provision will be effective only if in writing and signed by the waiving party.

### **16.6 Notices**

All notices under these Terms must be in writing and delivered by email (with confirmation of receipt), nationally recognized overnight courier, or certified mail to the addresses specified in the applicable Order Form. Notices are deemed received upon confirmed delivery.



### **16.7 Force Majeure**

Neither party will be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, strikes, government actions, or interruptions in telecommunications or internet services. This Section does not excuse Customer's obligation to pay fees that have accrued.

### **16.8 Independent Contractors**

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

### **16.9 No Third-Party Beneficiaries**

These Terms do not confer any rights or remedies on any third party other than the parties and their permitted successors and assigns.

### **16.10 Publicity**

Neither party may use the other party's name, logo, or trademarks in any public statement, press release, or marketing material without the other party's prior written consent, except that SoloTruth may include Customer's name and logo in its list of customers.

### **16.11 Anti-Corruption**

Each party warrants that it has not and will not offer, pay, promise to pay, or authorize the payment of any money or anything of value to any government official, political party, or candidate for public office for the purpose of influencing any act or decision in connection with these Terms.