

SATORIINTERNATIONAL.COM TERMS AND CONDITIONS OF USE

Welcome to the SatoriInternational.com martial arts training web site, including Satori Martial Arts, Satori International, Satori Drills for Skills, Satori Defensive Tactics and Consulting and the Satori International e-commerce site (collectively, the "**Websites**"). The Websites are designed to provide information about martial arts training, combative application, health and wellness, and to enable you to purchase products from the Satori International online store. In addition, our site provides the opportunity to participate in the Satori International online Training Program (collectively, the "**Service**"). The Websites are owned by Satori Inc. **PLEASE READ VERY CAREFULLY THE FOLLOWING TERMS AND CONDITIONS FOR USE OF THE WEBSITES.**

1. Acceptance of Terms. This Terms and Conditions of Use Agreement (the "**Agreement**") sets forth legally binding terms for your use of the Websites. By using any of our Websites, you agree to be bound by this Agreement, whether you are a "**Visitor**" (which means that you simply browse one or more of our Websites) or you are a "**Member**" (which means that you have registered on one of our Websites or subscribed to Satori International. If you do not accept the terms of this Agreement, you should leave our Websites and discontinue use of the Service immediately. We may modify this Agreement from time to time, and such modification shall be effective upon its posting on any of our Websites. You agree to be bound by any modification to this Agreement when you use any of our Websites after any such modification is posted; it is therefore important that you review this Agreement regularly.

2. General Registration Requirements. If you wish to become a Member, you must register on our Websites, or if you wish to join Satori International, you must agree to the Satori International Terms of Service, pay the applicable subscription fee. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on our Websites (the "**Registration Data**") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Websites and Service (or any portion thereof). Use of the Service and membership on our Websites is void where prohibited.

3. Children. Due to the nature of the internet, we cannot prohibit minors from visiting our Websites. Our Websites are not directed toward children under the age of 18 and we do not knowingly collect information from children under the age of 18 through the Websites. If you believe that a child has provided information to us through the Websites, please contact us by writing us at Satori International, 11235 Alpharetta Hwy. suite 118, Roswell, GA 30076. We will use our best efforts to remove all of the information provided by the child from our system.

4. Member Account, Password and Security. If you register on SatoriInternational.com or sign up to become a member, you will be required to choose a password and provide your email address, and you may be asked for additional information regarding your account. You are responsible for maintaining the confidentiality of the password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify us (by e-mail to satori@satoriinternational.com, or call us at 1-770-521-1152 (8:30AM – 8:30PM EST M-F, 9:00AM to 1:00PM EST Sat) of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. Satori Inc. is not liable for any loss or damage arising from your failure to comply with this paragraph.

5. Preservation/Disclosure. You acknowledge, consent and agree that Satori Inc. may access, preserve and disclose your account information and any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("**Content**") you have posted or made available through our Websites if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Satori Inc., its Members and the public. Under no other circumstances will Satori Inc. intentionally disclose your account information to any third party.

6. Security Components. You understand that our Websites and software embodied within our Websites may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Satori Inc. and/or content providers who provide content to Satori Inc. You may not attempt to override or circumvent any such security components and usage rules embedded into our Websites.

7. Non-commercial Use. The Service may not be used in connection with any commercial purposes, except as specifically approved in writing by Satori Inc. Unauthorized framing of or linking to any of our Websites is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles and Content without notice and may result in termination of membership privileges.
8. Satori Inc. and Third Party Content. Our Websites contain Content of Satori Inc. ("Satori Content"), and Content of third party licensors to Satori Inc. (including Satori Content provided by you and other users of our Websites, as described above), which is protected by copyright, trademark, patent, trade secret and other laws. Satori Inc. owns and retains all rights, title and interest in the Satori Content. Satori Inc. hereby grants to you a limited, revocable, non-sublicensable license to reproduce and display a single copy of the Satori Content and any third party Content located on or available through our Websites or Service (excluding any software code therein) solely for your personal, non-commercial use in connection with viewing our Websites and using the Service. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Content appearing on or through our Websites or Service.
9. Other Sites. Our Websites may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their websites. Satori Inc. does not assume any responsibility or liability for the actions, product, and content of any such websites. Before you use any third party website, you should review the applicable terms of use and policies for such websites. The inclusion of a link in any of our Websites does not imply Satori Inc.'s endorsement of such third party website. If you decide to access any such linked websites, you do so at your own risk.
10. International Use. Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.
11. Privacy Policy. Satori International respects your privacy and permits you to control certain aspects of the treatment of your personal information.
12. Copyright Policy. Satori Inc. and Satori International has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on our Websites or with the Service. Satori Inc. reserves the right in its sole discretion to immediately suspend and/or terminate access to the Service or our Websites by any user who is alleged to have infringed on the intellectual property rights of Satori Inc. or of a third party, or otherwise violated any intellectual property laws or regulations. Satori Inc.'s policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Satori Inc. to delete, edit, or disable the material in question, you must provide Satori International with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Satori to locate the material; (d) information reasonably sufficient to permit Satori to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Satori either by e-mail at: Satori@satoriinternational.com, or by U.S. mail to our headquarters as listed above.
13. Term and Termination. This Agreement shall remain in full force and effect for so long as it is posted on any of our Websites. You may terminate your membership at any time, for any reason, by contacting Satori Inc by email at:Satori@satoriinternational.com. Satori Inc. reserves the right to terminate your account or your access to our Websites immediately, with or without notice to you, and without liability to you, if Satori Inc. believes that you have breached any of the terms of this Agreement, furnished Satori Inc. with false or misleading information, or interfered with use of the Website or the Service by others. The terms of Sections 5, 7, 8, and 13 - 24 will survive termination of this Agreement or termination of your use of the Service.
14. Disclaimer of Warranties. You expressly understand and agree that:

- Your use of the Websites and the Service is at your sole risk. The Websites and the Service are provided on an "as is" and "as available" basis. Satori Inc. and Satori International and its PARENT, subsidiaries, affiliates, SUCCESSORS, ASSIGNS, officers, employees, agents, partners and licensors (COLLECTIVELY, THE "Satori Parties" expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, with respect to the service, the websites, and any third party websites with which they are linked.
- THE Satori Parties are not responsible for any health problems that may result from training programs, exercises, drills (alone or with a partner), products, or events you learn about on the Service, or any action or inaction on your part as a result of information you have obtained from the Service. If you engage in any exercise or martial arts program you receive through the Service, you agree that you do so voluntarily at your own risk, and agree to release and discharge Satori Inc. and Satori Parties, its parent, subsidiaries and affiliates from any and all claims or causes of action, known or unknown, arising out of your use of the exercise program.
- THE Satori PARTIES make no warranty (i) THAT the Websites or the Service will meet your requirements; (ii) THAT the Websites or Service will be uninterrupted, timely, secure, error-free, OR FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES); (iii) REGARDING ANY results YOU may obtain from the use of the Websites or Service; and (iv) THAT the quality of any Content, products, services, information or other material purchased or obtained by you through the Websites or Service will meet your expectations. THE SATORI PARTIES DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. Any material downloaded or otherwise obtained through the use of our Websites or the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

15. Limitation on Liability. To the fullest extent permitted by applicable laws In no event will the Satori Parties be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from or in connection with the use of the SERVICE, THE websites or any website with which they are linked, even if any of the Satori Parties have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, THE AGGREGATE liability OF THE Satori Parties to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Satori Parties for the Services.

16. Exclusions and Limitations. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

17. Indemnity. You agree to indemnify, defend, and hold harmless the Satori Parties from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your breach of the terms of this Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Satori will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

18. Additional Terms. We may also require you to follow additional rules, guidelines or other conditions ("**Additional Terms**") in order to participate in certain promotions or activities available through our Websites, to obtain certain premium Content through our Websites, or for other reasons. In addition, certain Additional Terms will govern your subscription to the Satori International Online training Program and any purchases you make through the Satoriinternational.com online store. **These Additional Terms will be posted on the relevant portions of our Websites or on the portions of our Websites that describe the specific promotions, Content, or activities. These Additional Terms are part of this Agreement, and you agree to comply with them when you participate in those promotions, purchase items from our online stores, or otherwise engage in activities governed by such Additional Terms.**

19. Modification and Discontinuation. We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service or any of our Websites (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service or our Websites.

20. Entire Agreement. This Agreement, together with any other terms or policies referenced herein (including without limitation the Privacy Policy and Additional Terms), constitutes the entire agreement between you and

Satori Inc. and governs your use of the Websites and Service, superseding any prior agreements between you and Satori Inc. with respect to the Websites and Service.

21. Choice of Law and Forum. This Agreement and the relationship between you and Satori Inc. shall be governed by the laws of the State of Georgia without regard to its conflict of law provisions. You and Satori Inc. agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Fulton, Georgia.

22. Waiver and Severability of Terms. The failure of Satori Inc. to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

23. Statute of Limitations. You 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 Websites, the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

24. Questions. If you have any questions regarding this Agreement, please contact us by email at Satori@satoriinternational.com, by phone at 1-770-552-1152 (8:30AM – 8:30PM EST M-F, 9:00AM to 2:00PM EST Sat.), or by mail at Satori International 11235 Alpharetta Hwy. Suite 118, Roswell, GA 30076.

These Terms of Use were last updated on June 15, 2008.