

## The Clark Report

### Terms of Service

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Welcome to The Clark Report podcast (“**Podcast**”) and website (the “**Site**”)!

The Site and the Podcast (collectively the “**Service**”) are copyrighted work belonging to The Clark Report LLC (“**Company**”, “**us**”, “**our**”, and “**we**”). These terms of use set forth the legally binding terms and conditions that govern your use of the Service (the “**Terms**”).

**If you do not agree to these Terms, you may not access or use the Service.**

#### **1. Access to the Service.**

**1.1 Eligibility Requirements.** Our Service is intended for adults. Only persons who are at or above the legal age of majority in their jurisdiction (18 years old in most states) who agree to be bound by these Terms may access or use the Service.

**1.2 License.** Subject to the terms below and your continued compliance these Terms, and provided that you meet the eligibility requirements above, we grant you a limited, non-transferable, non-exclusive, revocable, limited license to use Service for your own individual, personal, non-commercial use.

**1.3 Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions. You may not:

**(a)** copy, reproduce, distribute, republish, download, display, post or transmit the Service or any element thereof in any form or by any means, except as expressly permitted by this license;

**(b)** modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Service;

**(c)** reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Service or any part thereof;

**(d)** remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any of the Service;

**(e)** access or use the Service in order to build a similar or competitive product or service;

**(f)** rent, license, lease, lend, sell, sublicense, assign, distribute, host, publish, transfer, commercially exploit or otherwise make available the Service, or any features or functionality of the Service, to any third party for any reason;

(g) remove, disable, circumvent, interfere with or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Service; or

(h) use the Service or any text, audio, video, code, graphics, user interface, or any other content, materials or other elements of, accessible through or generated by the Service (collectively the “**Service Content**”) to train, develop, test, improve, or otherwise enhance any artificial intelligence system, model, or technology that is capable of generating content, including but not limited to text, images, audio, video, software code, or other data outputs, based on prompts, training data, or other inputs, including without limitation large language models (LLMs), diffusion models, and other machine learning technologies that produce novel or synthetic outputs, whether or not such outputs are derivative of existing content (“**AI System**”). You specifically agree not to input, upload, or otherwise provide any Service Content to any AI System or allow any AI System to access, scrape, or ingest any Service Content; use outputs or results from the Service or any Service Content to train or fine-tune any AI System, reverse engineer or decompile the Service or any Service Content for AI System-related purposes; or create any dataset incorporating Service Content for AI System training.

**1.4 Free Content.** Upon accessing the Service, users may have access to certain features of the Service (“**Free Features**”). We may add, remove, modify or otherwise change the Free Features at any time with or without notice to you.

**1.5 Account.** In order to access and use certain features of the Service, it may be necessary to create an account (“**Account**”) and provide certain information about yourself as prompted by the account registration form (including but not limited to email address and a unique password). Our collection and use of your information are governed by our **Privacy Policy**. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you reside in the United States or, if you reside outside the United States, that your use of the Service will comply with applicable law in your jurisdiction. You may delete your Account at any time, for any reason, by following the instructions on the Service. You may not use or access any Account with the Service other than your own personal Account for the Service. We may suspend or terminate your Account in accordance with Section 3. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**1.6 Collection and Use of Your Personal Information.** You acknowledge that when you access or use the Service, we may use automatic means (including, for example, cookies and web beacons) to collect information about you, your use of the Service and the browser, operating system and device that you use to access the Service. You also may be required to provide certain information about yourself as a condition to accessing or using the Service or certain of its features or functionality, and the Service may provide you with opportunities to share information about yourself with others, such as potential third party employers. All information we collect through or in connection with the Service is subject to our **Privacy Policy**. By using or accessing the Service, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

**1.7 Modifications of the Service.** We may from time to time in our sole discretion modify or update the Service, which may include adding new features (collectively, “**Modifications**”). Modifications may also result in the alteration or deletion of certain features and functionalities of the Service. You agree that we have no obligation

to make any Modifications or to continue to provide or enable any particular features or functionalities of the Service. You further agree that all Modifications will be deemed part of the Service and be subject to these Terms.

**1.8 No Support or Maintenance.** You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Service.

**1.9 Feedback.** If you provide us with any feedback, information, ideas, comments or suggestions of any kind, including but not limited to feedback related to the Service (collectively “**Feedback**”), you hereby assign to us all rights in such Feedback and agree that we will have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you may not submit any information or ideas to us that you consider to be confidential or proprietary.

**2. Proprietary Rights; Reservation of Rights.** You acknowledge and agree that the Service is provided under license, and not sold, to you. You do not acquire any ownership interest in the Service under these Terms, or any other rights thereto other than to use the Service in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms. We and our licensors and service providers reserve and will retain their entire right, title, and interest in and to the Service, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms. There are no implied licenses granted under these Terms.

**3. Term.** Subject to this Section, these Terms will remain in full force and effect while you use the Service.

**3.1 Termination by You.** You may terminate these Terms with respect to any Service ceasing to use the Service.

**3.2 Termination by Us.** We may suspend or terminate your rights to use the Service at any time for any reason at our sole discretion, including for any use of the Service in violation of these Terms. In addition, these Terms will terminate immediately and automatically without any notice if you violate any of these Terms.

**3.3 Effect of Termination.** Upon termination, all rights granted to you under these Terms will also terminate; and you must cease all use of the Service and delete all copies of the Service from your Device and account. Termination will not limit any of our rights or remedies at law or in equity. We will not have any liability whatsoever to you for any termination of your rights under these Terms, including for the deletion of your information and content. Even after your rights under these Terms are terminated, the provisions herein which by their nature should survive the termination of this agreement, will survive it, including without limitation: Sections 1.3, 1.6, 2, 3.3, and 4-9. Termination of these Terms will not limit any of our rights or remedies at law or in equity.

**4. Indemnification.** You agree to indemnify, defend, and hold us (and our officers, employees, directors, affiliates, agents, successors, and assigns) harmless, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of

whatever kind, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Service, (b) your violation of these Terms, or (c) your violation of applicable laws or regulations. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

**5. Third-Party Services.** The Service may contain links to third-party websites and services, including our third party identity verification provider (collectively, "**Third-Party Services**"). Such Third-Party Services are not under our control, and we are not responsible for any Third-Party Services. We provide access to these Third-Party Services only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services. You acknowledge and agree that we are not responsible for Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of the Third-Party Services. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Services. Third-Party Services and corresponding links are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Services.

**6. Release.** You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, any Third-Party Services). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

**7. Disclaimers.** THE SERVICE IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND OUR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, ACCURATE, RELIABLE, FREE FROM HARMFUL CODE, COMPLETE, LEGAL, SAFE, AVAILABLE ON AN UNINTERRUPTED BASIS OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**8. Limitation on Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE FOR: PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE DAMAGES, OR DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU AND RECEIVED BY US, IF ANY, FOR YOUR LICENSE TO THE SERVICE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**9. General**

**9.1 Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Service. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Our prominent posting of notice of such changes on our website will also be considered effective notice of such changes. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Service. These changes will be effective immediately for new users of our Service. Continued use of or access to our Service following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**9.2 Governing Law.** These Terms are governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule.

**9.3 Disputes.**

**(a) Venue.** Any legal suit, action, or proceeding arising out of or related to these Terms or the Service will be instituted exclusively in the state and federal courts within the State of North Carolina. You irrevocably

consent to the personal jurisdiction of the courts of the State of North Carolina and waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**(b) Waiver of Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR US TO ENTER INTO THESE TERMS AND TO GRANT THE LICENSE IN SECTION 1.2 TO YOU.

**(c) Waiver of Class Action Claims.** THE PARTIES AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS SHALL BE BROUGHT SOLELY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM. THIS PROVISION IS A MATERIAL INDUCEMENT FOR US TO ENTER INTO THESE TERMS AND TO GRANT THE LICENSE IN SECTION 1.2 TO YOU.

**(d) Limitation of Time for Claims.** ANY CAUSE OF ACTION OR CLAIM EITHER PARTY MAY HAVE AGAINST THE OTHER ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**9.4 Export Regulation.** The Service may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from us, or any products utilizing such data, in violation of the United States export laws or regulations. You must comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Service available outside your jurisdiction or country.

**9.5 Disclosures.** We are located at the address in Section 10.11. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**9.6 Electronic Communications.** The communications between you and us use electronic means, whether you use the Service or send us emails, or whether we post notices on the Service or communicates with you via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

**9.7 Severability.** The invalidity or unenforceability of any term or provision of these Terms shall not affect the validity or enforceability of any other term or provision of these Terms. If any term or provision of these Terms is determined by a court of competent jurisdiction to be illegal or unenforceable under applicable law, such term or provision will be deemed deleted solely to the extent of such invalidity and solely with respect to the persons or circumstances as to which it has been held invalid or unenforceable, and the remainder of the provision shall be modified, rewritten, or otherwise interpreted by the court to include as much of its nature and scope as will render it enforceable, and all other provisions of these Terms will continue in full force and effect.

**9.8 Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power provided by these Terms will operate as a waiver of said right or power, nor will any single or partial exercise of any right or power preclude further exercise of that or any other right.

**9.9 Entire Terms.** Unless we enter into a separate written agreement to the contrary, these Terms constitute the entire agreement between you and us regarding your use of the Service. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. Your relationship to us is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. We may freely assign these Terms. The terms and conditions set forth in these Terms will be binding upon assignees.

**9.10 Copyright/Trademark Information.** Copyright © 2025 The Clark Report LLC All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Service are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

**9.11 Contact Information:**  
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