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(b) delete, modify, hack, or attempt to change or alter any of the Content on the Site;
(c) attempt to access accounts, computer systems, or networks connected to any of our servers or to the Site, through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally or readily made available through the Site;
(d) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties’ use of the Site;
(e) use any of OMNIA Partners’ names, service marks, logos, trademarks or other Intellectual Property Rights without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
(f) use any material or information, including images or photographs, which are made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
(g) upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property of another;
(h) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of any third party.

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We may change, modify, add, and/or delete all or portions of these Terms from time to time by posting updated Terms on the Site, which shall apply to your use of the Site after such modifications have been posted. Please review these Terms periodically for any updates or changes. Your continued use of the Site following the posting of any updates or changes to these Terms constitutes your acceptance of such updates and changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to terminate your use of the Site immediately.

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(a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
(b) identification of the copyrighted work alleged to have been infringed;
(c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
(d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
(e) a statement that the complaining party has a good faith belief that the 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 the complaining party is authorized to act on the copyright owner’s behalf.

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(12) **LIMITATION ON ACTIONS**

You agree that any dispute arising out of these Terms or your use of the Site must be filed within one (1) year after the claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by us to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

(13) **ACKNOWLEDGEMENT**

You acknowledge (a) that you have read and understood these Terms and (b) that these Terms have the same force and effect as a signed agreement.

(14) **DISPUTE RESOLUTION; GOVERNING LAW**

These Terms will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice-of-law provisions. In the event of any conflict between foreign laws, rules, and regulations and those of the United States, the laws, rules and regulations of the United States will govern. You agree that venue for all actions, arising out of or relating in any way to your use of the Site or our Content, shall be in federal or state court of competent
jurisdiction located in Williamson County, Tennessee. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

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If any provision in these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. Our failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without OMNIA Partners’ prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. OMNIA Partners may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon permitted assignees. These Terms of Use as posted from time to time on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to the subject matter.

Last updated and effective: May 4, 2021