

# Terms of Use

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You agree that by using the Site, any Applications, and the Services, you are at least 18 years of age, you are legally able to enter into a contract, and you agree to the Terms of Use.

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**DISCLAIMERS.** At no time do we review your answers for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your particular situation. Talent Shield Services are intended to provide general legal information to its members who seek convenient access to legal knowledge. **Talent Shield, its Applications, Services, and its forms, links or templates are not a substitute for the advice of services of an attorney.**

Talent Shield strives to keep its Services accurate, current and up-to-date. However, because the law changes rapidly, Talent Shield cannot guarantee that all of the information on the Site, its Applications, or other third-party materials is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. The law is a

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**Termination.** We reserve the right to terminate your use of the Site at any time without notice. Without limiting the foregoing, we shall have the right to immediately terminate these Terms of Use with you without notice or to terminate or suspend access to the Site or cancel any orders, if applicable, placed by you if, in Talent Shield's sole discretion, you breach any term or provision of these Terms of Use or fails to comply with any instructions posted on the Site.

**Limitation of Liability and Indemnification.** Except as prohibited by law, I will hold Talent Shield and its shareholders, members, officers, directors, licensees, employees, affiliates, parent companies, subsidiaries, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this Agreement, including without limitation any claim for personal injury or property damage, arising from this Agreement and any violation by me of any federal, state, or local laws, statutes, rules, or regulations, even if Talent Shield has been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of Talent Shield, it will be limited to the amount paid for the products and/or services and under no circumstances will there be consequential or punitive damages.

Some states do not allow the exclusion or limitation of punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to me.

**Dispute Resolution; Choice of Law; Venue.** Any dispute, which arises under this Agreement shall be submitted for binding arbitration in accordance with the procedures of the Tennessee State Bar Association, or, if that organization declines to arbitrate the dispute, before the American Bar Association in Nashville, Tennessee, in accordance with its procedures; provided that the Tennessee Rules of Evidence and the Tennessee Rules of Civil Procedure shall govern any such arbitration. Any dispute arising from this Agreement will be governed by and construed and enforced in accordance with the laws of Tennessee, without regard to conflict of law rules or principles (whether of Tennessee or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration will be resolved in the state courts sitting in Davidson County, Tennessee, or the federal courts of the United States sitting in the Middle District of Tennessee, Nashville Division. You consent to personal and exclusive jurisdiction of these courts. Each party to this Agreement irrevocably consents to service of process by any method allowed under Tennessee law including by certified mail to last known address.

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