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Terms and Conditions of Use

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3. Your Acceptance; Revisions to Terms of Use. The APSARD Website is available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and APSARD regarding your use and access to the APSARD Website. **By using the APSARD Website you agree to the Terms of Use.**

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4. APSARD Policies; Additional Terms and Conditions. APSARD's Privacy Policy, as well as other additional terms and conditions applicable to certain portions of the APSARD Website (collectively "Additional Terms and Conditions") are incorporated herein by reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern.

5. Click-Through Agreements. Before using certain areas of the APSARD Website you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate, the Click Through Agreement will govern.

6. Personal Login Information. Certain features and areas of the APSARD Website are available only with registration, login and/or a paid subscription. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. APSARD is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must contact APSARD at info@apsard.org immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

7. Privacy Policy. For information about APSARD's data protection practices and APSARD's use and protection of your personal information, please read [APSARD's privacy policy](#) ("Privacy Policy") which is incorporated into and made a part of these Terms of Use.

8. User Obligations. You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the APSARD Website and not interfere with the use and enjoyment of the APSARD Website by other users or with APSARD's operation and management of the APSARD Website. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the APSARD Website, including, without limitation, information required to be provided through an APSARD registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, APSARD reserves the right to terminate your access and use of the APSARD Website. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the APSARD Website, or defame or otherwise harm any party, including APSARD, through your use of the APSARD Website.

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In the event you are dissatisfied with, or dispute, these Terms of Use, the APSARD Website and/or APSARD Content, your sole right and exclusive remedy is to terminate your use of the APSARD Website, even if that right or remedy is deemed to fail of its essential purpose. You confirm that APSARD has no other obligation, liability or responsibility to you or any other party.

20. Exclusions permitted by law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 18 AND 19 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND APSARD'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

21. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless APSARD Parties from and against all claims arising from or in any way related to your

use of the APSARD Website and/or APSARD Content, a violation by you of these Terms of Use, or any other actions connected with your use of the APSARD Website and/or APSARD Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. APSARD will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure and will not relieve you from any other liability that you may have to APSARD Parties other than under this Section.

22. Term and Termination. These Terms of Use will take effect at the time you begin using the APSARD Website. APSARD reserves the right, with or without notice, at any time and for any reason to deny you access to the APSARD Website or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use APSARD website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the APSARD Website, including any APSARD Content, in your possession.

23. Arbitration; Venue. Any controversy or claim (“Claim”) you have arising out of or relating to these Terms of Use shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Nashville, Tennessee. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator’s award shall be final and binding. The courts of the State of Tennessee and/or the United States District Court for the Middle District of Tennessee shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. **EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE.** APSARD reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision’s restriction on your right to participate in or pursue class action or classwide arbitration shall be brought only in the United States District Court for the Middle District of Tennessee or any State of Tennessee court located in Davidson County, Tennessee.

24. Governing Law. These Terms of Use and all matters regarding your use of the APSARD Website shall be governed by, construed in accordance with, and enforced under the laws of the United States of American and the State of Tennessee applicable to contracts made and executed

and wholly performed in the State of Tennessee, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

25. **Waiver and Severability.** The failure of APSARD to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

26. **Complete Agreement.** These Terms of Use, together with any revisions, any Additional Terms or Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and APSARD relating to the APSARD Website and its use by you, and supersedes any previous written or oral communication regarding use of the APSARD Website.

27. **Contact Information.** If you have any questions or concerns regarding these Terms of Use or the APSARD Website, please visit our "Contact Us" page.

28. **Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the APSARD Website must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

29. **Use of APSARD Website and APSARD Content outside of the United States.** APSARD makes no claims regarding access or use of the APSARD Website or APSARD Content outside of the United States. If you use or access the APSARD Website or APSARD Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

30. **Notice and Takedown Procedures/Copyright Agent.** If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting APSARD's copyright agent (identified below) and providing the following information:

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- b) Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- c) Your name, address, telephone number and (if available) e-mail address.
- d) A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.

- e) A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- f) A signature or the electronic equivalent from the copyright holder or authorized representative.
- g) APSARD's agent for copyright issues relating to this web site is as follows:

APSARD
Attn: Office of Privacy
5034 Thoroughbred Lane
Or call: 615-324-2365

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We thank you for your cooperation and agreement. We hope you find the APSARD Site helpful and convenient to use. Questions or comments regarding this Site, including reports of non-functioning links, may be submitted using our "Contact Us Form" or via email at info@APSARD.org.