

## TERMS OF USE

The terms, conditions, policies, and notices contained in these Terms of Use (these “Terms”) apply to the website located at [www.omniapartners.com](http://www.omniapartners.com) (the “Site”), which is operated by OMNIA Partners, Inc. (“OMNIA Partners”). Any reference to “we”, “us”, or “our” in these Terms shall refer to OMNIA Partners. Please read these Terms carefully before using the Site.

BY ACCESSING OR USING THE SITE IN ANY WAY, INCLUDING WITHOUT LIMITATION, BROWSING THE SITE, USING ANY INFORMATION AND/OR SUBMITTING ANY CONTENT OR PERSONAL INFORMATION VIA THE SITE, YOU CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION THAT YOU SUBMIT TO THIS SITE IN ACCORDANCE WITH THE PRIVACY NOTICE SET FORTH AT [WWW.OMNIAPARTNERS.COM/PRIVACYNOTICE](http://WWW.OMNIAPARTNERS.COM/PRIVACYNOTICE), WHICH IS HEREBY INCORPORATED INTO AND MADE PART OF THESE TERMS BY REFERENCE. ADDITIONALLY, YOU AGREE TO AND ARE BOUND BY THESE TERMS INCLUDING DISCLAIMERS OF WARRANTIES, DAMAGE, AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF TENNESSEE LAW. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SITE.

WE MAY MODIFY THESE TERMS AT ANY TIME, IN OUR DISCRETION, AND MODIFICATIONS ARE EFFECTIVE UPON BEING POSTED ON THE SITE. YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS TO ENSURE THAT YOU ARE AWARE OF ANY CHANGES TO IT BECAUSE YOUR CONTINUED USE OF THE SITE WILL MEAN THAT YOU ACCEPT SUCH CHANGES.

### (1) **SITE CONTENT AND INTELLECTUAL PROPERTY RIGHTS**

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- (b) Neither these Terms nor your use of the Site transfers any right, title or interest in the Site, Content, or Intellectual Property Rights to you. We and our third-party licensors retain all of our and their respective right, title, and interest to the Site, Content, and Intellectual Property Rights. Any rights not expressly granted are reserved.
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- (d) Without limiting this Section 1, you acknowledge that all trademarks, logos and service marks displayed on this site are registered and unregistered trademarks of OMNIA Partners, its licensors or content providers, or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Site without the owner’s prior written permission, except as otherwise described herein. No trademark or service marks

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- (e) Certain materials on the Site may be furnished by third parties. Certain products, services, or company designations for companies other than us may be mentioned in the Site for identification purposes only, including through Linked Sites (as defined in Section 5). Third-party trademarks, trade names, logos, or product or services names contained on the Site are the trademarks, registered or unregistered, of their respective owners.
- (f) Nothing contained in these Terms shall be construed as conferring any other license or right, express or implied, under any of our intellectual property rights or under any third party's intellectual property rights. Any rights not expressly granted herein are reserved.

(2) **USER CONDUCT**

By using the Site, you agree that you shall not:

- (a) use any robot, spider, or other automatic or manual device or process for the purpose of "scraping", "crawling", harvesting, or compiling information on the Site for purposes other than for a generally available search engine;
- (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; or
- (h) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of any third party.

(3) **PERMISSIBLE USE**

Except as indicated to the contrary elsewhere on the Site or these Terms, you may view, copy, retransmit, and print the Content available on the Site subject to the following conditions:

- (a) you may use the Content only for personal, informational, or non-commercial purposes;
- (b) you may not provide, sell, license, or lease the Content for any fee or other consideration;
- (c) you must ensure all copyright, trademark, and other proprietary rights notices included in the Content as presented on the Site appear on all copies;
- (d) you may not modify or alter the Content in any way; and
- (e) you may not use any graphics separately from accompanying text.

(4) **SITE LIMITED TO USE BY UNITED STATES RESIDENTS**

The Site is intended for use by residents of the United States of America only and any individual that submits personal information or registers on the web site represents and warrants that such person is a resident of the United States of America. The Content of the Site is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. The Site is provided from the United States of America, and all servers that make it available reside in the United States. The laws of other countries may differ regarding the access and use of the Site. We do not make any representations regarding the legality of the Site in any other country, and it is your sole responsibility to ensure that your use complies with all applicable laws.

(5) **OTHER SITES; THIRD-PARTY CONTENT**

As a convenience to you, the Site may provide links to websites and access to content, products, and services of third parties, including our affiliates, strategic partners, and other entities with which our connection consists of only a hyperlink (“Linked Sites”). All Linked Sites are provided only because they may be of interest to Site users. Information and views contained in Linked Sites are not adopted or endorsed by us.

You should refer to the separate terms of use, privacy policies, and other rules posted on Linked Sites before you use them. We do not author, edit, or monitor these Linked Sites and are not responsible or liable for (a) the availability of or content provided on the Linked Sites, nor does inclusion of any link imply endorsement of the Linked Sites by us, or vice-versa; (b) third-party content accessible through the Linked Sites; (c) any loss or damage whatsoever you may incur from dealing with any Linked Site; or (d) your dealings with any third parties found on or through the Site. You bear all risk associated with the use of the Linked Sites, third party services, and your correspondence or business dealings with any third-party found on or through the Site.

(6) **MODIFICATIONS TO TERMS**

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.

(7) **PERFORMANCE/TERMINATION/MODIFICATIONS OF SITE**

You acknowledge that the Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service, or other unforeseen circumstances. Further, a reference to a product or service on the Site does not imply that the product or service is or will be available in your location. We reserve the right to modify or terminate your access to the Site or portions of the Site, at any time, temporarily or permanently, with or without notice to you, for any reason, and are not obligated to support or update the Site. These Terms shall survive any termination. We also may impose limits on certain features and services, restrict your access to parts or the entire Site, or charge fees for access to portions of the Site without notice or liability. You acknowledge and agree that we will not be liable to you or any third party in the event that we exercise our right to modify or terminate access to the Site or portions of the Site.

(8) **TYPOGRAPHICAL ERRORS; OMISSIONS AND INACCURACIES**

Our goal is to provide complete, accurate, and up-to-date information on the Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. The Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

(9) **COPYRIGHT INFRINGEMENT**

In accordance with the US Federal Digital Millennium Copyright Act (“DMCA”), we have designated an agent to receive notifications of alleged copyright infringement associated with the Site. We will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify us at [info@omniapartners.com](mailto:info@omniapartners.com). When notifying us of the alleged copyright infringement please provide us with the following information:

- (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.

If we in good faith believe material to infringe a copyright or otherwise violate any intellectual property rights, we will remove or disable access to such material.

(10) **DISCLAIMER**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITE AND ALL CONTENT AND INFORMATION PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN “AS IS, WHERE IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WE AND OUR SUPPLIERS, PARTNERS, AND LICENSORS 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, TITLE, NON-INFRINGEMENT, SECURITY, AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON THE SITE AND/OR ANY CONTENT, LINKED SITES, INFORMATION, TOOLS, APPLICATIONS, PRODUCTS, AND SERVICES PROVIDED ON OR THROUGH THE SITE. WE MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM ANY OBLIGATION, THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (C) ANY PARTICULAR RESULTS MAY

BE OBTAINED FROM THE USE OF THE SITE; (D) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, TOOLS, APPLICATIONS, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; OR (E) DEFECTS, IF ANY, WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE SITE WILL CREATE ANY WARRANTY OR COVENANT NOT EXPRESSLY MADE IN THESE TERMS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO AND MAKES NO REPRESENTATIONS REGARDING THE SEQUENCE, ACCURACY, OR COMPLETENESS OF ANY AGREEMENT OR CONTRACT, INFORMATION, STATE STATUTES, OR OTHER DATA DISPLAYED ON OR THROUGH THE SITE.

IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

The Site is designated and provided for informational purposes only. Nothing on the Site constitutes legal advice or recommendations or endorses any products, services, companies, suppliers, or information for any particular circumstances. You expressly acknowledge and agree that we are not responsible for and shall not be liable for, and hereby release us from any and all claims, actions, damages, costs or expenses incurred in connection with your use of the Site.

(11) **LIMITATION OF LIABILITY**

IN NO EVENT SHALL WE OR OUR SUPPLIERS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED, OR CONSEQUENTIAL DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS OR USE THE SITE OR ANY CONTENT, INTELLECTUAL PROPERTY, APPLICATIONS, TOOLS, PRODUCTS, INFORMATION, OR SERVICES PROVIDED IN CONNECTION WITH THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY FOR ANY TYPE OF DAMAGES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

(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.

(15) **GENERAL**

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: August 7, 2018*