

Terms of Use

BY USING THIS SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.

We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

The content contained on the Site may be owned, controlled or licensed by or to us, and may be protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. We cannot grant more access or privilege than we are given and we do not hold ourselves out as granting any rights or privileges.

You may not copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit or distribute in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent.

You may not attempt to gain unauthorized access to or interfere with the operation of any portion or feature of the Site, or any other systems or networks connected to the Site or to any of our servers or applications, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means for any purpose.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of us or other users.

Additional terms and conditions may apply to our services and to specific portions or features of the Site, including forms, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use this Site. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any good or service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Our obligations, if any, with regard to any services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Indemnity

You agree to indemnify and hold us, our officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims

or expenses (including attorneys' fees), made by any third party due to or arising out of or in connection with your access or use of this Site.

Disclosure

We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of the Site, including our participants. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that we may preserve any transmittal or communication by you through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law and/or to protect the rights, property or personal safety of our employees, users of or visitors to the Site, and the public.

Termination

You agree that we may, in our sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair practice, and will cause irreparable harm to us, for which you may be held liable.

Legal Action

Except where prohibited by law, in no event will we be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if we have been advised of the possibility of such damages.

If we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site, our liability shall in no event exceed the greater of One Hundred and 00/100 (\$100.00 U.S.).

You agree that if we are required to take any legal action against you as a result of your violation of these Terms of Use, we will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted. You agree that we will not be liable to you or to any third party for termination of your access to the Site for any reason.

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Tennessee without regard to its conflicts of laws provisions. By virtue of you transacting through this Site, you agree to the personal jurisdiction by and venue in the state and federal courts in Shelby County, Tennessee, and waive any

objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services may be subject to other terms of limitation.

In the event of any controversy or dispute between us arising out of or in connection with your use of this Site, you must notify us of the alleged problem and the parties shall attempt, promptly and in good faith, to resolve any such dispute by direct negotiation. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then any controversy or dispute must be submitted to non-binding mediation with attendance of principal parties required. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under the applicable law as referenced herein.

Construction

If any portion of the Terms of Use are deemed unenforceable, then the offending provision shall be liberally construed to provide the most pretention legally available to use while leaving the remaining portions in full force and effect.

These Terms of Use constitute the entire agreement between us with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between us with respect to such use are hereby superseded and cancelled.