

atom Alliance Terms of Use

Introduction

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We are committed to protecting the privacy of children. This Site and the Service are not intended or designed to attract children under the age of 18. We do not collect personally identifiable information from any person who we know is a child under the age of 18.

We reserve the right, in our sole discretion, to modify these Terms of Use at any time, effective upon the date we post the new Terms of Use to the Site. Your continued use of the Site or Service constitutes your binding acceptance of these Terms of Use, including any changes or modifications that we may make. We encourage you to review these Terms of Use whenever you use the Site. These Terms of Use were last revised in February 2015.

Use of the Site

As a condition of your use of this Site, you represent that (i) you are at least 18 years of age, (ii) you possess the legal authority to create a binding legal obligation, and (iii) you will use this Site in accordance with these Terms of Use. We retain the right at our sole discretion to deny access to anyone to this Site and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

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You agree that you will not (i) defame, abuse, harass, stalk, threaten or otherwise violate the legal right of others; (ii) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; (iii) publish, post, upload, distribute or disseminate any individually identifiable health information (as defined under Health Insurance Portability and Accountability Act (HIPAA) regulations at 45 C.F.R. § 160.103); (iv) upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person’s computer; (v) download any file posted by another user that you know or reasonably should know cannot be legally distributed in such matter, (vi) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; or (vii) restrict or inhibit any other user from using and enjoying the Site.



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Indemnity

You agree to indemnify, defend, and hold harmless atom Alliance, its affiliate companies, and their officers, directors, employees, agents, content providers, customers, licensors, suppliers, and any person or entity now or previously acting, directly or indirectly, in the interest of or on behalf of the atom Alliance and each of its affiliated companies from and against any and all claims, proceedings, lawsuits, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from: (i) your use of the Site and any of the Content or Service obtained on or through the Site; (ii) any breach by you of these Terms of Use; and (iii) any other activity by you on or in connection with the Site (including, without limitation, infringement of third parties' intellectual property rights or any other negligent, illegal or wrongful conduct) by you or any other person accessing the Site using your account.

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Inaccuracy Disclaimer

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Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so some of the above limitations or exclusions may not apply to you. In such states, our liability and that of any person or entity now or previously acting, directly or indirectly, in the interest of or on our behalf shall be limited to the greatest extent permitted by law.

Severability

If any provision of these Terms of Use is determined to be illegal, invalid, or unenforceable pursuant to applicable law, then such provision shall be deemed to be rescinded or superseded by a legal, valid, enforceable provision that most closely matches the intent of the original provision. The remainder of these Terms of Use shall continue and remain in full force and effect.

Entire Agreement

These Terms of Use constitute the entire agreement between you and atom Alliance with respect to the Site, Service, and Content, and supersede all previous written or oral agreements. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not



specifically incorporated herein, shall be deemed in any way to exist or to bind you or atom Alliance or any of its affiliated companies.

No Waiver

Any waiver by atom Alliance of a breach or violation of any provision of these Terms of Use shall not be construed as a waiver of any other provision or of any subsequent breach or violation of these Terms of Use.

Headings

The headings of the sections contained in these Terms of Use are inserted only as a matter of convenience and for reference, and in no way define, extend or describe the scope of these Terms of Use or the intent or meaning of any provision hereof.

Costs and Attorneys' Fees

In any action arising out of or to enforce these Terms of Use, atom Alliance will be entitled to reasonable attorneys' fees and costs.

Choice of Law

These Terms of Use are governed by and construed in accordance with the laws of the State of Tennessee, exclusive of its choice of law rules. Each party to these Terms of Use submits to the exclusive jurisdiction of the state and federal courts sitting in Shelby County, Tennessee, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

Equitable Relief Not Limited

Nothing in these Terms of Use limits atom Alliance's ability to seek equitable relief.

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We may assign this Terms of Use at any time to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of atom Alliance to another entity. You may not assign, transfer or sublicense this Terms of Use to anyone else and any attempt to do so is in violation of this section and shall be null and void.

