



# Terms of Use

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You must read and agree with all of the terms and conditions contained in this Agreement and the Company Website Privacy Policy then in effect (“Privacy Policy”), which is incorporated by reference, before you use the Service. By accessing the Company Website, you agree to abide by the Terms of Use and Privacy Policy. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access the Service.

## Eligibility

Use of the services is limited to parties that lawfully can enter into and form contracts under applicable law. For example, minors are not allowed to use the service

## Privacy

Company respects your privacy. Use of our Site is also subject to the Terms and Conditions of our Privacy Policy. See [theliasongroup.wpengine.com](http://theliasongroup.wpengine.com)’s privacy policy for additional information regarding your privacy on this website. If you have questions about these Terms of Use or the Privacy Policy please e-mail [info@theliasongroup.com](mailto:info@theliasongroup.com).

## Contents and Linking

All material that appears on this website is for general informational purposes only. While we try to ensure that any information we post to this website is both timely and accurate, errors may appear from time to time. This website may not be updated daily, and certain information may not be the most current information available. Though we may post follow-up information and reports, and may continue to provide access to the original information and reports, as in an archive of news stories, for example, we may not go back and change the original report to reflect new developments. If you’re looking for the most recent information on a given subject be sure you’re not looking at an out of date report. Before you act on information you’ve found on our website, you should independently confirm any facts that are important to your decision.

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We welcome links to the homepage of our website. You are free to establish a hypertext link to the homepage of this site so long as the link does not state or imply any affiliation, connection, sponsorship, or approval of your site by Company. We do not permit framing or inline linking to our website or any portion of it.

### **Trademark & Patent Information**

Company and its trademarks and service marks, logos and product and service names and phrases which Company now claims or may claim in the future are trademarks of Company (the "Company marks"). You agree not to display or use the Company marks in any manner, without Company's prior written permission.

### **Violations**

You should report any violations of the Agreement to [info@theliasongroup.com](mailto:info@theliasongroup.com).

### **Submissions and Postings; Disclosure**

You are solely responsible for any information that you submit or post on this website. By using this website you agree not to submit, post or transmit any defamatory, abusive, obscene, threatening or illegal material, or any other material that infringes on the ability of others to enjoy this website or that infringes on the rights of others. We retain the right to deny access to anyone who we believe has violated these terms or any other term of this agreement.

We reserve the right (but assume no obligation) to monitor, delete, move, or edit any submissions or postings that come to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons. We will comply with all requirements of the law regarding disclosure of any submissions or postings on this website to others, including to law enforcement agencies and parties making civil legal requests. We will also comply with any other requirements of the law regarding disclosure of other aspects of your use of this website.

### **Termination**

Company reserves the right at any time to terminate your use of this website if you fail to comply in full with any term of this agreement, or any other terms, agreements, or policies that apply to this website and the use of it.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Company (including its parents, subsidiaries, and affiliates and all of their respective officers, directors, employees, agents, licensors, suppliers and any third-party information providers) against all claims, losses, expenses, damages and costs (including reasonable attorney fees) resulting from any breach of this agreement or unauthorized use of this website. Your indemnification obligation shall survive the termination of this agreement. At our expense and election, we reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with Company in connection with our defense.

### **Disclaimer of Warranties and Liability**

YOU AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE WEBSITE, AND THE INHERENT HAZARDS AND UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THIS WEBSITE OR ANY MATERIAL AVAILABLE THROUGH THIS WEBSITE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR

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UNDER NO CIRCUMSTANCES SHALL COMPANY (INCLUDING ITS PARENTS, SUBSIDIARIES, AND AFFILIATES) OR ITS AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF ANY USE OR MISUSE OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OR CAUSE OF ACTION INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, AND OTHER TORT ACTIONS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF COMPANY AND ITS AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. YOU AGREE THAT THE LIABILITY OF COMPANY (INCLUDING ITS PARENTS, SUBSIDIARIES, AND AFFILIATES) AND ITS AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE WEBSITE SHALL NOT EXCEED THE AMOUNT YOU PAID TO COMPANY FOR THE USE OF THE WEBSITE.

#### **Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. To the extent a court determines any provisions in this Agreement to be unenforceable; such a determination shall not affect the validity of the remaining terms of this Agreement, which shall remain in full force and effect.

#### **Arbitration and Applicable Law**

By visiting and/or using the Company Website form within the United States, you agree that the laws of the State of Florida, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Company or its affiliates.

IN THE EVENT OF ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE TERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN FT. LAUDERDALE, FLORIDA OR IN THE COUNTY IN WHICH THE CONSUMER RESIDES, IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA FOR AGREEMENTS TO BE MADE IN AND TO BE PERFORMED IN FLORIDA. THE PARTIES AGREE, THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") PURSUANT TO ITS RULES AND PROCEDURES AND AN ARBITRATOR SHALL BE SELECTED BY THE AAA. THE ARBITRATOR SHALL BE NEUTRAL AND INDEPENDENT AND SHALL COMPLY WITH THE AAA CODE OF ETHICS. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND SHALL NOT BE SUBJECT TO VACATION OR MODIFICATION. JUDGMENT ON THE AWARD MADE BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE PARTIES. IF EITHER PARTY FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD, THE INJURED PARTY MAY PETITION THE CIRCUIT COURT FOR ENFORCEMENT. THE PARTIES AGREE THAT EITHER PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN HIS/HER OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. THE PARTIES SHALL SHARE THE COST OF ARBITRATION, INCLUDING ATTORNEYS FEES, EQUALLY. IF THE

CONSUMERS SHARE OF THE COST IS GREATER THAN \$1,000.00 (ONE-THOUSAND DOLLARS), THE COMPANY WILL PAY THE CONSUMERS SHARE OF COSTS IN EXCESS OF THAT AMOUNT. IN THE EVENT A PARTY FAILS TO PROCEED WITH ARBITRATION, UNSUCCESSFULLY CHALLENGES THE ARBITRATOR'S AWARD, OR FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD, THE OTHER PARTY IS ENTITLED TO COSTS OF SUIT, INCLUDING A REASONABLE ATTORNEY'S FEE FOR HAVING TO COMPEL ARBITRATION OR DEFEND OR ENFORCE THE AWARD.

### **Special Admonitions for International Use**

Recognizing the global nature of the internet, if you use our site from locations outside of the United States, you agree and are responsible for compliance with any applicable local laws. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of Florida, as it is applied to agreements entered into and to be performed entirely within such jurisdiction. To the extent you have in any manner violated or threatened to violate Company and/or its affiliate's intellectual property rights, Company and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of Florida, and you consent to exclusive jurisdiction and venue in such courts.

### **Additional Dispute Resolution**

Any other Disputes will be Resolved as Follows:

- If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed upon mediator in the following location: Ft. Lauderdale, Florida. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.
- If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Ft. Lauderdale, Florida under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.
- By using this website, you agree to abide by this Terms of Use Agreement.

### **Notice**

You agree that Company may submit any notices to you via either e-mail or regular mail. The service may also provide notices by displaying notices or links to notices to you generally on the service, which notice you also agree Company may submit to you via e-mail or regular mail.

### **Changes to Terms of Use**

We may periodically change the Terms of Use and the Site without notice, and you are responsible for checking these Terms of Use periodically for revisions. All amended Terms of Use become effective upon our posting to the Site, and any use of the site after such revisions have been posted signifies your consent to the changes.

### **No Resale of Service**

Unless expressly permitted in writing by Company, you agree not to reproduce, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of the service, use of the service, or access to the service

### **Feedback**

We invite you to send in your questions or comments about this website, or to bring to our attention any material you believe to be inaccurate. You may provide general feedback by emailing us at [info@theliasongroup.com](mailto:info@theliasongroup.com)

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