

**TERMS OF SERVICE**  
**Date of Last Revision: October 9, 2019**

**1. Welcome to Tomahawk Institute!**

**1.1. Introduction:** Tomahawk Strategic Solutions LLC (“Tomahawk,” “we,” “us,” “our”) provides its services (described below) to you through its website located at [www.tomahawk.institute.com](http://www.tomahawk.institute.com) or <https://tomahawk.industries.com> (the “Site”) and through its related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (the “Terms of Service”). **PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY GOVERN YOUR USE OF THE SITE AND SERVICES, PARTICULARLY SECTION 10 (BINDING ARBITRATION; CLASS ACTION WAIVER), WHICH AFFECTS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US.**

**1.2. Modifications to Terms of Service:** We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, depending on the nature of the change, we will post the changes on this page and indicate at the top of this page the date these terms were last revised and/or notify you, either through the Services' user interface, in an email notification or through other reasonable means and as required by applicable law. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Service. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time.

**1.3. Privacy:** At Tomahawk, we respect the privacy of our users. For details please see our [Privacy Policy](#). By using the Service, you consent to our collection and use of personal data as outlined therein.

**2. Access and Use of the Service**

**2.1. Use Description:** The Tomahawk service, and any content viewed through our service, is solely for your personal and non-commercial use. With your Tomahawk purchase we grant you a limited, non-exclusive, non-transferable, license to access the Tomahawk content and view your course(s) through the service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances. Tomahawk may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the service, as well as copies of such materials, whether made in accordance with these Terms of Service or otherwise.

**2.2. Your Registration Obligations:** You may be required to register with Tomahawk in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other

information about you are governed by our [Privacy Policy](#). If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

**2.3. Member Account, Password and Security:** You may never use another's account, and you may not provide another person with the username and password to access your account. You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure. You agree to (a) immediately notify Tomahawk of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Tomahawk will not be liable for any loss or damage arising from your failure to comply with this Section.

**2.4. Modifications to Service:** Tomahawk reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Tomahawk will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. We have no obligation to retain any of your account or submitted content for any period of time beyond what may be required by applicable law.

**2.5. General Practices Regarding Use and Storage:** You acknowledge that Tomahawk may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Tomahawk's servers on your behalf. You agree that Tomahawk has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Tomahawk reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Tomahawk reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### **3. Conditions of Use**

**3.1. User Conduct:** You are solely responsible for all information, data, text, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service. Tomahawk reserves the right to investigate and take appropriate legal action against anyone who, in Tomahawk's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person;

(v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Tomahawk, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Tomahawk or its users to any harm or liability of any type;

- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- violate any applicable local, state, national or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

**3.2. Fees:** To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Tomahawk information regarding your credit card or other payment instrument. You represent and warrant to Tomahawk that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Tomahawk the amount that is specified in the payment plan in accordance with the terms of such plan and these Terms of Service. You hereby authorize Tomahawk to bill your payment instrument in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Tomahawk know within sixty (60) days after the date that Tomahawk charges you. We reserve the right to change Tomahawk's prices. Your continued use of the Service after the price change

becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on Tomahawk's net income.

**3.3. Special Notice for International Use; Export Controls:** Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

**3.4. Commercial Use:** Unless otherwise expressly authorized herein or by Tomahawk in writing, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

#### **4. Intellectual Property Rights**

**4.1. Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Tomahawk, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Tomahawk from accessing the Service (including blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith (the “Software”) are the property of Tomahawk, our affiliates and our partners. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Tomahawk.

The Tomahawk name and logos are trademarks and service marks of Tomahawk (collectively the “Tomahawk Trademarks”). Other product and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Tomahawk. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Tomahawk Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Tomahawk Trademarks will inure to our exclusive benefit.

**4.2. Third Party Material:** Under no circumstances will Tomahawk be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Tomahawk does not pre-screen content, but that Tomahawk and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Tomahawk and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Tomahawk, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**4.3. User Content Transmitted:** With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all intellectual property rights and rights of publicity contained therein, and that you have all required rights to post or transmit such content or other materials without violation of any third-party rights, including rights of publicity or privacy, and in compliance with all applicable laws and regulations. By uploading any User Content you hereby grant and will grant Tomahawk, its affiliated companies and partners (including but not limited to Tomahawk instructors, practitioners and other third parties providing instructional information through the Services, collectively “partners”) a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, adapt, perform, publish, distribute (through multiple tiers of distribution and partnerships), store, modify and otherwise use and fully exploit your User Content in any and all media, form, medium, technology or distribution methods now known or later developed and for any and all purposes (commercial or otherwise).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information relevant to the Service (“Submissions”), provided by you to Tomahawk, its affiliated companies or partners are non-confidential and Tomahawk, its affiliated companies and partners will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Tomahawk may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Tomahawk, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**4.4. Intellectual Property Complaints:** Tomahawk respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been

copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Tomahawk's designated intellectual property contact ("IP Contact") of your infringement claim in accordance with the procedure set forth below.

You may also contact Tomahawk's IP Contact by mail at:

Mike Biller  
Tomahawk Strategic Solutions  
4751 Trousdale Dr. STE 110  
Nashville, Tennessee 37220

To be effective, the notification must be in writing and contain the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; a description of the copyrighted work or other intellectual property that you claim has been infringed; a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service; your address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**4.5. Repeat Infringer Policy:** In accordance with applicable law, Tomahawk has adopted a policy of terminating, in appropriate circumstances and at Tomahawk's sole discretion, users who are deemed to be repeat infringers. Tomahawk may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **5. Third Party Websites**

The Service may provide, or third parties may provide access to other sites and resources on the Internet. Tomahawk has no control over such sites and resources and Tomahawk is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Tomahawk will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Tomahawk is not liable for any loss or claim that you may have against any such third party.

## **6. Indemnity and Release**

To the fullest extent permitted by law, you agree to release, indemnify and hold Tomahawk and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims,

actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## **7. Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TOMAHAWK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TOMAHAWK MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

## **8. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TOMAHAWK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TOMAHAWK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL TOMAHAWK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID TOMAHAWK IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

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 SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

## **9. Binding Arbitration; Class Action Waiver**

You and Tomahawk agree that these Terms of Service affect interstate commerce and that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 10 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us or the Terms of Service or the Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

If you have any dispute with us, you agree that before taking any formal action, you will contact us at Tomahawk Strategic Solutions, 4751 Trousdale Dr. STE 110, Nashville, Tennessee 37220 and [support@Tomahawkss.com](mailto:support@Tomahawkss.com), and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

All disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by the procedures identified above shall be resolved by individual (not group) binding arbitration to be conducted before JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For residents outside the United States, arbitration will be held in Davidson County, Tennessee, and you and Tomahawk agree to submit to the personal jurisdiction of any federal or state court in Davidson County, Tennessee in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms of Service, including but not limited to any claim that all or any part of these Terms of Services are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be



available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Tomahawk shall bear the cost of any arbitration filing fees and arbitration fees for claims of up to \$75,000, unless the arbitrator finds the arbitration to be frivolous. You are responsible for all other additional costs that you may incur in the arbitration including but not limited to attorneys' fees and expert witness costs unless Tomahawk is otherwise specifically required to pay such fees under applicable law. If your claim is solely for monetary relief of \$10,000 or less, and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing.

You and we agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND TOMAHAWK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Notwithstanding the parties' decision to resolve all disputes through arbitration, you or we may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). You or we may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction to the extent such claims do not seek equitable relief.

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to Tomahawk at the address identified in Section 14 below. The notice must be sent within thirty (30) days of (a) the "Date of Last Revision" date of these Terms of Service as set forth above; or (b) your first date that you used the Services that contained any versions of the Terms of Service that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Tomahawk also will not be bound by them. If Tomahawk changes this 'Arbitration' section after the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Date of Last Revision" date above or in the date of Tomahawk' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and Tomahawk in accordance with the

provisions of this section as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

YOU UNDERSTAND AND AGREE THAT THE ABOVE DISPUTE PROCEDURES SHALL BE YOUR SOLE REMEDY IN THE EVENT OF DISPUTE BETWEEN YOU AND TOMAHAWK REGARDING ANY ASPECT OF THE SERVICE (INCLUDING THE ENROLMENT PROCESS) AND THAT YOU ARE WAIVING YOUR RIGHT TO LEAD OR PARTICIPATE IN A LAWSUIT INVOLVING OTHER PERSONS, SUCH AS A CLASS ACTION.

#### **10. Termination**

You agree that Tomahawk, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Tomahawk believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Tomahawk may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Tomahawk may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Tomahawk will not be liable to you or any third party for any termination of your access to the Service.

#### **11. Disputes Between Users**

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Tomahawk will have no liability or responsibility with respect thereto. Tomahawk reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

#### **12. General**

These Terms of Service constitute the entire agreement between you and Tomahawk and govern your use of the Service, superseding any prior agreements between you and Tomahawk with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of Tennessee without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth in Section 10 above, you and Tomahawk agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Davidson County, Tennessee. The failure of Tomahawk to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as

reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Tomahawk, but Tomahawk may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. Under no circumstances shall Tomahawk be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

### **13. Questions? Concerns? Suggestions?**

Please contact us at 4751 Trousdale Dr. STE 110, Nashville, Tennessee 37220 or [support@Tomahawkss.com](mailto:support@Tomahawkss.com) or the “Contact Us” page on our website to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.