

## **IMPORTANT LEGAL INFORMATION - TERMS OF USE**

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#### **Use of Contents**

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By voluntarily submitting information, communications or content (including pictures and anecdotes) to the Site, you agree that such submissions are non-confidential for all purposes. You further agree that such submissions become the property of TSI and that all right, title and interest therein, including all

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### **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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- b. TSI MAKES NO WARRANTY THAT (1) YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (2) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE; OR (3) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.
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YOU EXPRESSLY UNDERSTAND AND AGREE THAT NONE OF TSI AND ITS DIRECTORS, OFFICERS,

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- c. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR
- d. ANY OTHER MATTER RELATING TO THE SITE.

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### **Modification**

TSI may update, revise, supplement, modify or amend this Agreement at any time. Any updates, revisions, supplements, modifications or amendments shall be effective immediately upon posting on the Site. You agree that you will be bound by this Agreement, however and whenever it is updated, revised, supplemented, modified, or amended, whether you have actual or constructive notice thereof, and without regard to whether or not you have used or continue to use the Site after such updates, revisions, supplements, modifications or amendments.

**Entire Agreement**

This Agreement constitutes the entire agreement between you and TSI with respect to your use of the Site. There are no other representations, warranties, terms, agreements or conditions, either written or oral, with respect to your use of the Site except as set forth in this Agreement.

**Severability**

If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions.

**Governing Law and Venue**

This Agreement, the entire relationship between you and TSI, and any litigation or other legal proceeding between you and TSI (whether grounded in tort, contract, law or equity) shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to its choice of law rules.

This contract is fully performable in St. Louis County, Missouri. Any litigation arising between the parties hereto shall be brought only in the state or federal courts having subject matter jurisdiction in St. Louis County, Missouri. You hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party hereto.

**Termination**

TSI may terminate your right to use this Site, with or without cause at any time in its sole discretion, including, without limitation, upon your violation of this Agreement, failure to provide accurate registration data, and lack of use. All representations, warranties, indemnifications, and promises made by you shall survive such termination.

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**Contact Information**

If you have a comment, question or request, or if you need to contact TSI for any other reason:

**E-mail:** You can e-mail us by completing the form and clicking "Submit" on the "Contact Us" section of the Site.

**Telephone:** You may call us at 314-851-9200. Our ordinary business hours are 8:00 AM – 5:00 PM (except holidays). If you call outside ordinary business hours, please leave a message including your name and telephone number.

**Mail:**

1031 Executive Parkway Dr  
St. Louis MO 63141