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22. **Term and Termination.** These Terms of Use will take effect at the time you begin using the ACNP Website. ACNP reserves the right, with or without notice, at any time and for any reason to deny you access to the ACNP Website or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use ACNP website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the ACNP Website, including any ACNP Content, in your possession.

23. **Arbitration; Venue.** Any controversy or claim (“Claim”) you have arising out of or relating to these Terms of Use shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Nashville, Tennessee. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator’s award shall be final and binding. The courts of the State of Tennessee and/or the United States District Court for the Middle District of Tennessee shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. **EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE.** ACNP reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.

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24. **Governing Law.** These Terms of Use and all matters regarding your use of the ACNP Website shall be governed by, construed in accordance with, and enforced under the laws of the United States of American and the State of Tennessee applicable to contracts made and executed and wholly performed in the State of Tennessee, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded.

Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

25. Waiver and Severability. The failure of ACNP to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

26. Complete Agreement. These Terms of Use, together with any revisions, any Additional Terms or Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and ACNP relating to the ACNP Website and its use by you, and supersedes any previous written or oral communication regarding use of the ACNP Website.

27. Contact Information. If you have any questions or concerns regarding these Terms of Use or the ACNP Website, please visit our "Contact Us" page.

28. Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the ACNP Website must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

29. Use of ACNP Website and ACNP Content outside of the United States. ACNP makes no claims regarding access or use of the ACNP Website or ACNP Content outside of the United States. If you use or access the ACNP Website or ACNP Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

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- e) A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.

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ACNP
5034 Thoroughbred Lane
Brentwood, TN 37027
Or call: 615-324-2365

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