TPG Website Terms of Use

Last Updated: May 1, 2020

We (the affiliated entities commonly referred to as “TPG”) appreciate your interest in us and your visit to our website (the “Site”) owned and operated by TPG. These Terms of Use (“Terms”) set forth the basic terms and conditions that govern your visit to and use of the Site.

By using the Site, you agree to be bound by these Terms and all disclaimers and terms and conditions that appear on the Site now or in the future. These Terms may be updated by us at any time. Your continued use of the Site after any such modifications constitutes your acceptance of the modified terms and conditions. If you do not agree to receive these legal notices and to abide by these Terms for any reason you agree that your sole and exclusive remedy is to discontinue using the Site.

Nothing contained in these Terms is intended to modify or amend any other written agreement you may have with us (“Other Agreements”), if any, which may currently be in effect. In the event of any inconsistency between these Terms and any Other Agreements, the Other Agreements will govern.

Your compliance with these terms and all Other Agreements is a condition to your right to access the Site. Your breach of any provision of these Terms or Other Agreements will automatically, without the requirement of notice of other action, revoke and terminate your right to access the Site and you will be fully liable for conversion, misappropriation, trespass to chattels, and all other claims and causes, regardless of the identity of the claimant or injured party, arising from or relating to your continued use of the Site after such breach.

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No Offer or Advice
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Any performance data or comments expressed on the Site are an indication of past performance. Past performance is not indicative of future results; no representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided.

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1. Name, address, telephone number, email address and physical or electronic signature of the rights holder, or someone authorized to act on the rights holder’s behalf;
2. A description of the intellectual property that you claim has been infringed upon;
3. A description of where the material that you claim is infringing is located on the Site, with enough detail that TPG may find it;
4. A written statement that you have a good faith belief that the disputed use is not authorized by the rights holder, its agent or the law; and
5. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the rights holder or authorized to act on the rights holder’s behalf.

TPG’s agent for notice of claims of intellectual property right infringement on the Site can be reached by email at webmaster@tpg.com.

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Class Action Waiver
You agree that if any dispute should arise between you and TPG, you will bring your claim on an individual basis and waive your right to pursue any claim in a class action.

Arbitration Agreement
You and TPG mutually agree that any dispute of any kind arising out of the Terms, our Website Privacy Policy, or your use of the Site will be resolved through binding arbitration pursuant to the American Arbitration Association (“AAA”) in accordance with AAA Commercial Arbitration Rules (www.adr.org/commercial) and Supplementary Procedures for Consumer-Related Disputes (www.adr.org/consumer). Any claim must be brought on an individual basis and seek no class relief. This section shall also be construed as a written agreement to arbitrate a dispute of any kind between you and TPG that may arise through the use of the Site. You agree with us that this section satisfies the writing requirement of the Federal Arbitration Act. The hearing shall be conducted in the county of your residence. For any claim in which you seek US $10,000.00 or less, you shall have the choice as to whether the hearing is conducted in person, by telephone, or instead the arbitrator decides the dispute without a hearing. For those claims that the arbitrator determines are not frivolous, TPG will pay the costs and fees of the arbitration and the arbitrator, and will not seek reimbursement from you. This section shall not apply to disputes that are not arbitrable by law.

Severability
If any provision of these Terms is found to be invalid, void, or for any reason unenforceable, it will be construed in such a manner that would make the provision valid or enforceable. If it is not possible to construe the provision in such a manner that would make it valid or enforceable, then only the term or portion of the provision that renders it unenforceable will be stricken without affecting the enforceability of the remaining provisions.

Complete Agreement
These Terms and our Website Privacy Policy constitute the entire agreement between you and TPG relating to the public facing elements of the Site and your use of these portions of the Site, and supersede any prior agreements or understandings not incorporated herein with regards to these portions. Certain restricted areas of the Site may require you to agree to supplemental terms and conditions. These Terms are not intended to modify or amend Other Agreements you may have with TPG regarding other matters.

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