Terms and Conditions

These "Terms and Conditions" set forth the terms and conditions that apply to your use of the MyLifeScene Web site, products and services (referenced collectively as "MyLifeScene"). MyLifeScene is owned and operated by Talent DNA LLC. MyLifeScene is offered to you conditioned on your acceptance of the terms contained herein. Your use of MyLifeScene constitutes your agreement to all such terms.

Copyrights and Trademarks

All materials contained on MyLifeScene not specified as belonging to another party are copyright Talent DNA LLC. All rights reserved. No person is authorized to use, copy or distribute any portion MyLifeScene including, but not limited to, content, tests and reports.

MyLifeScene and other trademarks and/or service marks (including logos and designs) found on MyLifeScene are trademarks/service marks that identify MyLifeScene and the goods and/or services provided by Talent DNA LLC, through MyLifeScene. Such marks may not be used under any circumstances without the prior written authorization of Talent DNA LLC.

Your agreement to these terms constitutes your acceptance of the Copyright Policy.

Personal and Non-commercial Use Limitation

The use of MyLifeScene is for your personal and non-commercial use. You may not modify, copy, distribute, publish, reproduce, license, create derivative works from, transfer, or sell any material including but not limited to information, images, or services obtained from MyLifeScene.

Privacy and Personal Information Protection

Talent DNA LLC, respects the privacy of MyLifeScene users. Your agreement to these terms constitutes your acceptance of the Privacy Policy. You must be at least 13 years old to create a MyLifeScene account and to submit personal information to MyLifeScene. MyLifeScene users must be at least 18 years old or have permission of a parent or guardian to create an account.

Spam and Abuse

You agree not to use MyLifeScene for the purposes of sending unsolicited electronic messages or any other form of spamming. You may not use MyLifeScene to harass other persons. You agree not use offensive language in your account details including but not limited to your username, profile name or on any other area of MyLifeScene that allows you to submit material. You agree not to attempt to impersonate other users or staff by using similar names, account details, images or any other form of intentional deception. You agree not to share your login details with other users. Each account is to be used by one person.

Accounts in violation will be terminated without warning.

Materials Provided to MyLifeScene

Talent DNA LLC, does not claim ownership of the materials you provide (the "Submission") to Talent DNA LLC, or post, upload, or submit to MyLifeScene. By posting, uploading, providing or submitting materials including but not limited to account and profile information, test question answers, images, comments and personal information, you are granting Talent DNA LLC, LLC permission to analyze, modify, generate personalized products and publicly display your Submission on the MyLifeScene Web site and through other MyLifeScene services including but not limited to personal images and public profile pages. By posting a Submission, you grant Talent DNA LLC, permission to use non-personally identifying information for the purposes of research and marketing.

By posting a Submission, (a) you warrant and represent that you are the copyright owner of such material, or that the copyright owner of such material has granted you permission to use such material with the manner and purpose of your use and as otherwise permitted by these Terms of Use, (b) you agree to accept full responsibility for any

problem, dispute, or legal matter directly or indirectly resulting from the creation, distribution, or publishing of such material by Talent DNA LLC, through MyLifeScene and other MyLifeScene services and (c) agree not to submit information, images or material that contain nudity, violence, any type of obscenity or that is illegal. Talent DNA LLC, under its sole discretion, reserves the right to reject, remove and modify any Submission that is deemed inappropriate.

MyLifeScene Talent DNA LLC Payments, Refunds and Report Regeneration

MyLifeScene provides paid and licensed profiles, tests/results. MyLifeScene is a Positive Forensic Talent Profile. The user may pay a different price when using certain promo codes, referral links or gift codes/cards. Sales tax is included in price for Texas residents.

When placing an order, the user agrees to allow Talent DNA LLC, to encrypt and send via a secure SSL connection the user's cardholder and billing details to PayPal, Inc, Talent DNA LLC, secure payment processor, for the purpose of completing the transaction. Talent DNA LLC, will not store the customer's credit/debit card number (see Privacy Policy for privacy/security information). The user agrees to resend payment in the case that the original payment for a fulfilled order was not received successfully.

In the case of dissatisfaction with MyLifeScene results, a reasonable effort will be made to adjust results and regenerate reports. Customers may request a refund within 30 days of purchase. The cost of the MyLifeScene Talent DNA Profile purchase will be refunded using the currency of the original transaction. Costs for profiles used from third parties (Gallup, VIA and others) are non-refundable. Gift code purchase and fees for currency exchange (if applicable) are non-refundable.

MyLifeScene may be updated at any time. MyLifeScene Talent DNA Profile may be regenerated at the cost of the prior report paid for or the regular price (whichever is lower) except in the case that the prior report was provided at no cost to the user (as is the case with gift code/card usage).

System Requirements

The use of MyLifeScene requires an up-to-date web browser with JavaScript and cookies enabled.

Third Party Links and Resources

Talent DNA LLC, may provide hyperlinks and references to third-party Web sites and resources, including books, as a convenience to users of MyLifeScene. Talent DNA LLC, does not control third-party resources and is not responsible for the contents of any third-party Web sites or resources. Talent DNA LLC, does not endorse, recommend or approve any third-party Web sites or resources. Talent DNA LLC, will have no liability to any entity for the content or use of the content available through such hyperlinks and resource references.

Non-endorsement

MyLifeScene provides material that contain references to persons in various forms including, but not limited to, quotations, research, researchers, authors and publications. There is no connection or affiliation between these persons and MyLifeScene. References to such persons do not imply an endorsement of MyLifeScene by them nor do the references constitute an endorsement of any person or their work by Talent DNA LLC. Talent DNA LLC, is not responsible for the content or use of the content provided by persons not affiliated with MyLifeScene.

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Talent DNA LLC, does not guarantee that MyLifeScene and its services will be available and accessible at any time or for any length of time. Talent DNA LLC, reserves the right to permanently or temporarily make MyLifeScene and its services unavailable or inaccessible. By using MyLifeScene, you agree to indemnify MyLifeScene, Talent DNA LLC, and the owner(s) of Talent DNA LLC, from any liability directly or indirectly resulting from the use or inability to use MyLifeScene and services.

Choice of Law; Jurisdiction

All claims arising out of the use of MyLifeScene shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of law's provisions or your present state or country of residence. Any and all claims, legal proceeding or litigation brought against Talent DNA LLC, in connection with the use of MyLifeScene will be brought exclusively in Dallas County, Texas. You hereby irrevocably submit to the jurisdiction of such courts.

Terms and Conditions Modification

Talent DNA LLC reserves the right to change the terms and conditions under which MyLifeScene is offered. You are responsible for regularly reviewing these terms and conditions. Your continued use of MyLifeScene constitutes your agreement to all such terms. You can send e-mail to MyLifeScene with any questions relating to these Terms and Conditions by submitting the contact at info@talentdna.co

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