

# Terms of Use -- Hartnett Marketing Solutions

Updated March, 2021

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

By using Hartnett Marketing Solutions (HMS), HartnettSolutions.com, and its other Web-based products, you agree to follow and be bound by these terms of use and agree to comply with all applicable laws and regulations. If you do not agree to these terms of use, please do not use this site or Hartnett Marketing Solutions other Web properties. We may revise these terms of use at any time without notice to you. If you have any questions about these terms of use, please contact us by email.

**1. Ownership.** This Site (HartnettSolutions.com) is owned and operated by Hartnett Marketing Solutions (HMS). All right, title and interest in and to the materials provided on this Site, including but not limited to information, documents, logos, graphics, sounds, and images (the "Materials") are owned either by Hartnett Marketing Solutions or by its respective third party authors, developers, or vendors ("Third Party Providers"). Except as otherwise expressly provided by Hartnett Marketing Solutions, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted, or distributed in any way and nothing on this Site shall be construed to confer any license under any of HMS intellectual property rights, whether by estoppel, implication, or otherwise. Please contact us by email if you have any questions about obtaining such licenses. Hartnett Marketing Solutions does not sell, license, lease, or otherwise provide any of the Materials other than those specifically identified as being provided by HMS. Any rights not expressly granted herein are reserved by Hartnett Marketing Solutions.

**2. Limited Permission to Use Materials.** HMS hereby grants you permission to use, view, copy and print the Materials on any single, stand-alone computer solely for your personal, informational, non-commercial use and provided that (i) the copyright notice appearing in the footer appears in the Materials, (ii) the Materials are not used on any other website or in a networked computer environment and (iii) the Materials are not modified in any way. Permission is granted to an individual and may not be shared with others. This permission terminates automatically without notice if you breach any of these terms or conditions. Upon termination, you will immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

**3. Links to Third Party Sites.** This Site may contain links to a website controlled by parties other than HMS (the "Third Party Sites"). HMS is not responsible for and does not endorse or accept any responsibility for the availability, the contents or use of the Third Party Sites or any website accessed from a Third Party Site, or any changes or updates to such sites. HMS is not responsible for webcasting or any other form of transmission received from any Third Party Site. HMS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by HMS of the Third Party Site. You acknowledge that you bear all risks associated with access to and use of the content provided on Third Party Sites and agree that HMS is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on a Third Party Site.

**4. NO WARRANTY.** THE SITE AND ALL MATERIALS PROVIDED ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, HMS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

HMS MAKES NO WARRANTY THAT: (A) THE SITE OR THE MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR ANY MATERIALS OFFERED THROUGH THE SITE, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

ANY MATERIALS OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK. HMS SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION, OR SOFTWARE.

**5. LIMITATION OF LIABILITY.** IN NO EVENT SHALL HARTNETT MARKETING SOLUTIONS ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR MATERIALS AVAILABLE FROM THIS SITE, EVEN IF HMS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IF YOUR USE OF MATERIALS FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR, OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**6. Indemnification.** You agree to defend, indemnify and hold harmless Hartnett Marketing Solutions, its officers, directors, shareholders, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Site and the Materials.

**7. Unsolicited Submissions.** All comments, feedback, information, or material submitted to HMS through or in association with this Site shall be considered non-confidential and HMS property, unless otherwise set forth herein or agreed to by Hartnett Marketing Solutions in writing. By providing any unsolicited submissions to HMS you hereby assign to HMS, at no charge, all worldwide right, title, and interest in and to the submissions and any intellectual property rights associated therewith. HMS shall be free to use and/or disseminate such submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the submissions that you provide, including their legality, reliability, appropriateness, originality, and content.

**8. Compliance with Laws.** You may not access, download, use or export the Site or Materials in violation of United States Federal or state laws or regulations, or in violation of any other applicable laws or regulations. Any such violation is expressly against these terms of use and you must cease from using this Site immediately.

**9. Children.** Minors are not eligible to use the Site, and we ask that they do not submit any personal information to us.

**10. Governing Law; Venue.** By using this Site, you expressly agree that your rights and obligations shall be governed by and interpreted in accordance with the laws of the State of Florida, excluding its choice of law rules. Any legal action or proceeding relating to your access to or use of the Site or Materials shall be instituted in a state or federal court in Florida, and in the County of Escambia. You and Hartnett Marketing Solutions agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. These terms of use expressly exclude and disclaim the terms of the U.N. Convention on Contracts for the International Sale of Goods, which shall not apply to any transaction conducted through or otherwise involving this Site.

**11. Abuse.** Access to this Site will be suspended upon uploading, posting, transmitting, or otherwise distributing (including by emailing us) any content or communication that threatens or attacks others on the basis of race, ethnicity, national origin, sexual orientation, gender, religion, age, disability or disease; is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, profanity, obscene, libelous, invasive of another's privacy, hateful, embarrassing, harmful to minors; or is otherwise reasonably objectionable to any person or entity.

**12. Copyrights.** All Site design, text, graphics, the selection and arrangement thereof, Copyright © 2021, Hartnett Marketing Solutions. ALL RIGHTS RESERVED.

**13. Trademarks.** Hartnett Marketing Solutions, HartnettSolutions.com, all images and text, and all page headers, custom graphics, and button icons on the Site are service marks, trademarks, and/or trade dress of Hartnett Marketing Solutions. All other trademarks, product names, and company names or logos cited herein are the property of their respective owners.