

# **HERCLE™**

## **WEBSITE TERMS OF USE**

BY USING THE WEBSITE, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO THE TERMS OF, THESE TERMS OF USE. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THESE PERMS OF USE, YOU MUST IMMEDIATELY LEAVE THE WEBSITE.

### **1. IMPORTANT TERMS FOR ACCESS**

**IF YOU VISIT, READ OR INTERACT WITH THIS WEBSITE, YOU EXPRESSLY AGREE AND ACCEPT THE WEBSITE TERMS OF USE AND THE PRIVACY POLICY.**

**ALL PERSONS UNDER THE AGE OF 18 ARE DENIED ACCESS TO THIS WEBSITE.**

**THIS WEBSITE MAY DENY ACCESS TO ANYONE FOR ANY REASON OR FOR NO REASON.**

**THIS WEBSITE MAY COLLECT AND STORE DATA AND INFORMATION ABOUT YOU.**

**THE WEBSITE TERMS OF USE MAY CHANGE AT ANY TIME, AND IT IS YOUR RESPONSIBILITY TO STAY UP TO DATE.**

### **2. PARTIES**

Each visitor, viewer, user, subscriber, member, affiliate and customer is referred to as a "Visitor" or "You," and collectively as "Visitors" or "You," and are parties hereto. This Website, its owners and operators, including Ignite Media Solutions, LLC, are referred to as "Website," and are parties hereto.

### **3. CONSENT TO RECEIVE EMAIL**

You consent to receive email communications from Hercle concerning Hercle, and its products and services. You have the right to opt out so that you will not receive such email communications.

### **4. INFORMATION FROM THIS WEBSITE**

This Website and its contents, including without limitation the selection, arrangement and organization thereof, including databases, invisible pages, linked pages and underlying code, are owned or licensed by the Website. You have no right broadcast it, copy it, save it, print it, sell it or publish it. Unless expressly authorized by this Website, You may not hyperlink this Website to any other website, nor reference this Website's URL in any media, nor "frame" this Website.

### **5. DISCLAIMERS**

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SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER HERCLE NOR ITS LICENSORS OR SUPPLIERS HAS ANY LIABILITY WHATSOEVER IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES. ADDITIONALLY, HERCLE HAS NOT AUTHORIZED ANYONE TO MAKE ANY WARRANTY OF ANY KIND ON ITS BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT BY ANY THIRD PARTY. YOU FOREVER WAIVE ALL RIGHT TO ALL CLAIMS FOR DAMAGES OF ANY KIND, FORSEEABLE OR UNFORSEEABLE, BASED ON OR RELATED TO YOUR ACCESS TO THIS WEBSITE.

## **6. DISPUTES**

You agree to use binding arbitration for any claim, dispute or controversy of any kind arising out of or related to this Website, including privacy issues and terms of use issues. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") in effect when a dispute is submitted to the AAA. All arbitration shall be conducted in Fairfax County, Virginia. In no event shall You have the right to go to court or have a jury trial. All claims, disputes and controversies shall be governed by the laws of the State of Virginia as such laws are applied to agreements entered into and to be performed entirely within Virginia between Virginia residents. You consent to the personal jurisdiction of the state and federal courts located in Arlington and Fairfax Counties of the Commonwealth of Virginia. You waive any right to object to the venue of such courts. Such courts shall have exclusive jurisdiction over any suit or action, and You agree to not file any such suit or action in any other court.