

Hargrove, LLC WEBSITES TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITES

WHAT'S IN THESE TERMS?

These terms tell you the rules for using all of Hargrove's webSities (**our Sites or Sities**).

- *Who we are and how to contact us*
- *By using our Sites you accept these terms.*
- *There are other terms that may apply to you.*
- *We may make changes to these terms.*
- *We may make changes to our Sites.*
- *We may suspend or withdraw our Sites.*
- *Our Sites is only for users in the United States.*
- *How you may use material on our Sites.*
- *Do not rely on information on our Sites.*
- *We are not responsible for webSities we link to.*
- *When we are responsible for loss or damage suffered by you.*
- *Our policy towards children.*
- *We are not responsible for viruses and you must not introduce them.*
- *Rules about linking to our Sites.*
- *Which country's laws apply to any disputes?*
- *Our Intellectual Property Rights.*

WHO WE ARE AND HOW TO CONTACT US

WWW.HARGROVEINC.COM and all Sites referring to these terms of use are Sites operated by Hargrove, LLC ("We"). Our registered office and main trading address is 1 Hargrove Dr. Lanham, MD 20706

To contact us, please email privacyoffice@hargroveinc.com.

BY USING OUR SITES YOU ACCEPT THESE TERMS

By using our Sites, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Sites. We recommend that you print a copy of these terms for future reference. You are also responsible for ensuring that all persons who access our Sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our Sites:

- Our Privacy Policy can be found at privacy.hargroveinc.com, which sets out the terms on which we process any personally identifiable information we collect from you, or that you provide to us. By using our Sites, you consent to such processing and you warrant that all personally identifiable information provided by you is accurate.
- Our Cookie Policy can be found at privacy.hargroveinc.com, which sets out information about the cookies on our Sites.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our Sites, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 1 April 2018 when this new policy was posted.

WE MAY MAKE CHANGES TO OUR SITES

We may update and change our Sites from time to time to reflect changes to our users' needs and our current business needs or because of changes to the law.

**Hargrove, LLC WEBSITES TERMS OF USE
WE MAY SUSPEND OR WITHDRAW OUR SITES**

Our Sites are made available free of charge. We do not guarantee that our Sites, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Sites for business and operational reasons.

OUR SITES IS PRIMARILY FOR USERS IN THE UNITED STATES

Our Sites is primarily directed to people residing in the United States. We do not represent that content available on or through our Sites is appropriate for use or available in other locations.

HOW YOU MAY USE MATERIAL ON OUR SITES

We are the owner or the licensee of all intellectual property rights in our Sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Sites for your personal use and you may draw the attention of others within your organisation to content posted on our Sites. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Sites must always be acknowledged.

You must not use any part of the content on our Sites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Sites in breach of these terms of use, your right to use our Sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION ON THESE SITES

The content on our Sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Sites. All content on our Sites is provided "as is" and without any representations, warranties or guarantees of any kind either express or implied. Other than those warranties, which under the U.S. laws applicable to these terms, are implied by law and are incapable of exclusion, restriction, or modification, We disclaim any and all warranties of merchantability and fitness for a particular purpose. Neither We, our affiliated or related entities, nor our providers, nor any person involved in the creation, production, and distribution of our Sites warrant that the functions contained in our Sites will be uninterrupted or error-free, that defects will be corrected, or that the servers that make the content available will be free of viruses or other harmful components. The content that you access on our Sites is provided solely for your convenience and information only. We do not warrant or make any representations regarding the results that may be obtained from the use of our Sites, or as to the reliability, accuracy or currency of any information content, service and/or merchandise acquired pursuant to your use of our Sites.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our Sites contains links to other Sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked web sites or information you may obtain from them. We have no control over the contents of those Sites or resources. Your use of any third party Sites or resources may be subject to separate policies and terms of use of third parties which you should carefully review. You are solely responsible for any interactions you may have with such third party Sites.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

You expressly agree that use of our Sites is at your sole risk. You (and not us) assume the entire cost of all necessary servicing, repair or correction of your system. You expressly agree that neither We, nor our affiliated or related entities (including our providers), nor any of their respective employees, or agents, nor any person or entity involved in the creation, production and distribution of our Sites, is responsible or liable to any person or entity whatsoever for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character whatsoever based upon or resulting from the use or attempted use of our Sites or any other linked Sites. You expressly acknowledge and agree that We are not liable or responsible for any defamatory, offensive or illegal conduct of other subscribers or third parties.

Hargrove, LLC WEBSITES TERMS OF USE

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our Sites; or use of or reliance on any content displayed on our Sites.

In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

Some jurisdictions may not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law. To the maximum extent permitted by law, our total liability to you shall not exceed US \$500.00.

OUR POLICY TOWARDS CHILDREN

We do not knowingly collect personal information as defined by the U.S. Children's Privacy Protection Act ("COPPA") from children under 13 and do not target our Sites or services to children under 13. If you are a parent or guardian and believe we have collected information in a manner not permitted by COPPA, please contact us and we will remove such information to the extent required by COPPA.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our Sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Sites. You should use your own virus protection software.

You must not misuse our Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Sites, the server on which our Sites is stored or any server, computer or database connected to our Sites. You must not attack our Sites via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Sites will cease immediately.

RULES ABOUT LINKING TO OUR SITES

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Sites in any web site that is not owned by you.

Our Sites must not be framed on any other Sites, nor may you create a link to any part of our Sites other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Sites other than that set out above, please contact webadmin@hargroveinc.com.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

Our Sites is administered by us from our corporate headquarters in Lanham, MD, USA. These terms of use shall be governed by the laws of the State of Maryland applicable to contracts entered into and performed exclusively in the State of Maryland. Any court of competent jurisdiction sitting within the state of Maryland will be the exclusive jurisdiction and venue for any dispute arising out of or relating to these terms. In addition, We make no representation that materials or services on our Sites are appropriate or available for use outside the United States, and access to them from territories where their contents are illegal is prohibited. You are solely responsible for insuring compliance with your local laws while using our Sites and the materials contained on our Sites. You may not use or export or re-export the materials or services on our Sites or any copy or adaptation in violation of any applicable laws or regulations including without limitation U.S. export laws and regulations. If you choose to access our Sites from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws.

Hargrove, LLC WEBSITES TERMS OF USE
OUR INTELLECTUAL PROPERTY RIGHTS

The "Hargrove" text and graphical marks are US registered trademarks of Hargrove, LLC or its parents, affiliates, or subsidiaries. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under the paragraph above headed *How you may use material on our Sites*.

All textual, graphical, and other content appearing on our Sites are the property of Hargrove, LLC, companies partially or wholly owned by Hargrove, LLC, or their respective licensors. Our Sites and all content on our Sites are provided for lawful purposes only. By accessing and using our Sites, you agree to abide by U.S. and international copyright law and all other laws applicable to the use of our Sites.

Procedure for making claims of copyright infringement. In accordance with the Digital Millennium Copyright Act (17 USC & 512), We are registered with the US Copyright Office as a Service Provider. Any notifications of claimed copyright infringement must be sent to the Service Provider's Designated Agent.

U.S. Government Restricted Rights. Government users will receive no greater than Restricted Rights as defined in FAR 52.227-19 (c) (1-2) (June 1987). Government users will receive no greater Limited Rights as defined in FAR 52.227-14 (June 1987) or DFAR 252.227-7015 (b) (2) (November 1995), as applicable in any technical data at this Sites.

All brand, product, service and process names appearing on our Sites are trademarks of their respective holders. Reference to or use of a brand, product, service, or process does not imply recommendation, approval, affiliation, or sponsorship of that brand, product, service, or process by Hargrove or its affiliates or subsidiaries. Nothing contained herein shall be construed as conferring, by implication or otherwise, any license or right under any patent, copyright, trademark, or other intellectual property right of ours or any third party, except as expressly granted herein.

All trademarks, service marks, logos and graphics of specific facilities, partners or clients and customers of ours contained on our Sites are the sole property of their respective owners.

Other than personally identifiable information, which is covered by our Sites' Privacy Policy, any feedback, data, ideas, comments, suggestions, questions, information, or any other communications ("Submissions") you send, or post to, our Sites shall become our exclusive property and shall not be deemed confidential. You hereby assign to us all right, title and interest in such Submissions. We shall have no obligation of any kind with respect to such Submissions and shall be free to use and disclose the Submissions to others without limitation. Further, we shall be free to use any ideas, concepts, know-how or techniques contained in such Submissions for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such ideas, concepts, know-how or techniques.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us and our providers, our and their officers, directors, employees, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these terms of use.

SEVERABILITY

If any term or condition contained in these terms of use is declared unlawful, void or for any reason unenforceable by any court, then any such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms.