

Terms and Conditions of Use

Effective Date: January 2014

1. Acceptance of Terms and Conditions of Use.

This website or any other online access point such as widgets and mobile applications, including but not limited to any subsite accessible through the homepage thereof (collectively, the "Site"), is published and maintained by HM Electronics, Inc. ("HME"). When you access, browse or use this Site, you accept, without limitation or qualification, the terms and conditions set forth below and any additional terms and conditions of use set forth in any such subsite.

2. Your Right to Use the Site and Its Contents.

This Site is only for your personal use. You may not distribute, exchange, modify, sell or transmit anything you copy from this Site, including but not limited to any text, images, audio or video, for any business, commercial, or public purpose. As long as you comply with the terms of these Terms and Conditions of Use, HME grants you a non-exclusive, non-transferable, limited right to enter, display and use this Site. You agree not to interrupt or attempt to interrupt the operation of this Site in any way.

3. Ownership.

All materials on this Site, including but not limited to any text, images, audio and video (collectively, the "Content"), are protected by copyright under U.S. copyright law, international conventions and other copyright laws. You cannot use the Content, except as specified herein. You agree to follow all instructions on this Site limiting the way you may use the Content. There are a number of proprietary logos, service marks and trademarks found on this Site. By making them available on this Site, HME is not granting you any license to utilize those proprietary logos, service marks or trademarks. Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity and civil and criminal statutes.

4. Limited Internal Use.

You are authorized to download and reproduce materials published by HME on this Site for noncommercial use within your organization in support of HME products as long as any copy of these materials retains all copyright and other proprietary notices in the same form and manner as the original. No other use of the information on this Site is authorized.

5. User's Material.

You are prohibited from posting or transmitting on this Site any defamatory, libelous, obscene, pornographic, profane, threatening or unlawful material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability or otherwise violate any law. HME may change, edit or remove from this Site any user material or conversations that are illegal, indecent, obscene or offensive or that violate HME's policies in any way. HME assumes no liability or responsibility arising from the contents of any such communications or for any defamation, error, inaccuracy, libel, obscenity or profanity contained in any such communication.

6. User's Communications.

If you send any communications to this Site, including but not limited to any comments, data, questions, suggestions or the like, all such communications will be treated as non-confidential and non-proprietary. Accordingly, you give up any claim that any use of such communications violates any of your rights, including but not limited to moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas or any other right, including the right to approve the way HME uses such communications.

Any material submitted to this Site may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted or used by HME anywhere in the world, in any medium, forever. Furthermore, HME is free to use, without any compensation to you, any concepts, ideas, know-how or techniques contained in any communication you send to this Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. However, you agree and understand that HME is not obligated to use any such ideas or materials and you have no rights to compel such use.

7. Compliance With Applicable Laws; Export Control Laws.

Your access to this Site is governed by all applicable federal, state and local laws. All information available on the Site is subject to U.S. export control laws and may also be subject to the laws of the country where you reside.

All HME products and publications are commercial in nature. Use, duplication or disclosure by the United States Government is subject to the restrictions set forth in DFARS 252.227-7015 and FAR 52.227-19.

8. Links.

This Site may contain links to other Internet sites on the World Wide Web. HME provides such links for your convenience only, and HME is not responsible for the content of any website linked to or from this Site. Links from this Site to any other website do not mean that HME approves of, endorses, or recommends that website. HME disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any other website.

9. Contests or Sweepstakes.

This Site may contain contests or sweepstakes that offer prizes or that require you to send in material or information about yourself. Each contest or sweepstakes has its own rules, which you must read and agree to before you may enter.

10. Availability of Products and Services.

The products and services displayed on this Site may not be available for purchase in your particular country or locality. The reference to such products and services on this Site does not imply or warrant that these products or services will be available at any time in your particular location. You should check with your local HME authorized dealer, distributor or other representative for the availability of specific products and services in your area.



11. HME's Right to Change These Terms and Conditions of Use or Content on the Site.

These Terms and Conditions of Use are effective as of January 1, 2014. HME may add to, change or remove any part of these Terms and Conditions of Use at any time, without notice. Any changes to these Terms and Conditions of Use or any terms posted on this Site apply as soon as they are posted. By continuing to use this Site after any changes are posted, you are indicating your acceptance of those changes. HME may add, change, discontinue, remove or suspend any of the Content, including but not limited to features and specifications of products described or depicted on this Site, temporarily or permanently, at any time, without notice and without liability.

12. Indemnification.

You agree to indemnify, defend and hold HME and all of its agents, directors, employees, information providers, licensors and licensees, officers and parent or subsidiary companies (collectively, "Indemnified Parties") harmless from and against any and all liability and costs (including, without limitation, reasonable attorneys' fees and costs), incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions of Use. You will cooperate as fully as reasonably required in HME's defense of any claim. HME reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of HME.

13. Disclaimer of Warranties and Damages; Limitation of Liability.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THIS SITE (INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH THIS SITE) IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, HME MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES: (1) REGARDING THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE CONTENT; (2) THAT THE SERVER THAT MAKES THIS SITE AVAILABLE IS FREE OF VIRUSES OR OTHER COMPONENTS THAT MAY INFECT, HARM OR CAUSE DAMAGE TO YOUR COMPUTER EQUIPMENT OR ANY OTHER PROPERTY WHEN YOU ACCESS, BROWSE, DOWNLOAD FROM OR OTHERWISE USE THE SITE; OR (3) REGARDING THE AVAILABILITY OF THIS SITE.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO HME'S NEGLIGENCE, SHALL HME BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF, THE INABILITY TO USE OR ERRORS OR OMISSIONS IN THE CONTENTS AND FUNCTIONS OF THIS SITE, EVEN IF HME OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL HME'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING OUT OF THIS SITE OF THE CONTENT EXCEED \$100.00.

Copyright HM Electronics, Inc. All rights reserved.