

# Term of Service

## 1. Terms

By accessing the website, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

## 2. Use License

Permission is granted to temporarily download one copy of the materials (information or software) on Heer's Hope website for purposes set forth aligning with Heer's Hope mission statement and by-laws. This is the grant of a license, not a transfer of title, and under this license you may not attempt to decompile or reverse engineer any software contained on Heer's Hope; remove any copyright or other proprietary notations from the materials; or transfer proprietary materials to another person or "mirror" the said materials on any other server. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Heer's Hope at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

## 3. Disclaimer

The materials on Heer's Hope website are provided on an 'as is' basis. Heer's Hope makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property violation of rights. Further, Heer's Hope does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

## 4. Limitations

In no event shall Heer's Hope or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Heer's Hope website, even if Heer's Hope or a Heer's Hope authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## 5. Accuracy of materials

The materials appearing on Heer's Hope website could include technical, typographical, or photographic errors. Heer's Hope does not warrant that any of the materials on its website are accurate, complete or current. Heer's Hope may make changes to the materials contained on its website at any time without notice.

## **6. Links**

The inclusion of any link does not necessarily imply endorsement by Heer's Hope of the site. Use of any such linked website is at the user's own risk.

## **7. Modifications**

Heer's Hope may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

## **8. Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of NY and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.