

## **Acceptance of Terms of Use**

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## **Third Party Transactions**

You may use the Site to purchase products or services from HAHC third-party partners. In that event, your contract for such products will be with the third-party partner and not with HAHC.

## **Term and Termination**

HAHC may, in its discretion, terminate or suspend your access to all or part of the Site (including any right to access and use HAHC content) with cause by delivering notice to you.

The rights of termination are in addition to all other rights or remedies of HAHC provided in these Terms of Use or by law.

## **Changes to the Site**

HAHC reserves the right, in its discretion, to suspend, change, modify, add or remove portions of the content available on the Site at any time.

## **Privacy Policy**

The information that you provide about yourself to HAHC will only be used in accordance with HAHC's Privacy Policy Statement.

## **No Warranty, Disclaimer of Liability and Indemnity**

While every effort has been made to ensure the high quality and accuracy of the Site, HAHC makes no warranty, express or implied concerning the Content, the Site, software or products or services available through the Site (the "Site Service"), which are provided "as is". HAHC expressly disclaims all warranties, including but not limited to warranties of fitness for a particular purpose and warranties of merchantability. In no event will HAHC, its affiliates or other suppliers be liable for direct, special, incidental, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising directly or indirectly from the use of (or failure to use) or reliance on the Site Services, even if HAHC has been advised of the possibility that such damages may arise. HAHC does not guarantee the accuracy, content, or timeliness of the Content or Site Services or that they or related systems are free from viruses or other contaminating or destructive properties.

In no event will any liability of HAHC, its affiliates, agents and licensors to you (and/or any third-party) arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected with the Site Services or breach of these Terms of Use by HAHC exceed the amount, if any, paid by you to HAHC in respect of the particular Site Service to which the claim relates or by way of membership dues.

Upon HAHC's request, you agree to defend, indemnify and hold harmless HAHC from any claims and expenses, including reasonable legal fees, related to any breach of these Terms of Use by you or your use of any Site Services.

## **Force Majeure**

HAHC, its affiliates and its information providers will not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of the Content resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars, or governmental restrictions.

## **Changes to these Terms**

HAHC may, in its discretion, change these Terms of Use (including those relating to your use of the Site and/or the Content). When the Terms of Use are changed, HAHC will notify you by e-mail or by publishing details of those changes by including them in these Terms of Use. If you use the Site after HAHC has published or notified you of the changes, you are agreeing now to be bound by those changes. If you do not agree to be bound by those changes, you should not use the Site any further after they are published. Access to certain the Content may be subject to additional terms and conditions.

## **Advertising, Third Party Content and other Websites**

Parts of the Site may contain third-party content. Content providers are responsible for ensuring that material submitted for inclusion on the Site complies with international and national law. HAHC is not responsible for any third-party content. The Site may contain links to other websites. HAHC is not responsible for the availability of these websites or their contents.

## **Assignment of Agreement**

This agreement is personal to you and your rights and obligations under these Terms of Use may not be assigned, sub-licensed or otherwise transferred. This agreement may be assigned to a third-party by HAHC.

## **Non-Waiver**

No delay or omission on the part of either party in requiring performance by the other party of its obligations will operate as a waiver of any right.

## **Notices**

Notices to HAHC must be given in writing by letter and sent to HAHC's last known place of business in Helen, GA (for the attention of the General Counsel).

## **Severability/Survival/Statute of Limitations**

If any provision of these Terms of Use is invalid or unenforceable, such will not render all the Terms of Use unenforceable or invalid but rather the Terms of Use will be read and construed as if the invalid or unenforceable provision(s) are not contained therein. Any cause of action of yours with respect to these Terms must be filed in a court of competent jurisdiction in Cleveland GA, USA, within one year after the cause of action has arisen, or such cause will be barred, invalid, and void.

## **Whole Agreement**

Save as expressly referred to herein, any representation, warranty, term or condition not expressly set out in these Terms of Use shall not apply.

## **Headings**

Headings in these Terms of Use are for convenience only and have no legal meaning or effect.

## **Governing Law and Jurisdiction**

These Terms of Use shall be governed by, and construed in accordance with, the law of the State of Georgia. The parties irrevocably agree that the courts of White County, GA shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms of Use or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the White County, GA courts

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For the exclusive benefit of HAHC, they shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms of Use are entered into in the course of your trade or profession, the country of your principal place of business.