

## Terms and Conditions of Use

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You agree that you will not use the Website content or services for any purpose that is unlawful or contrary to these Terms of Use. You may not use the Website content or services in any manner that could damage, disable or impair the content or services, or in any way infringe upon or damage the reputation or public image of HSV. Further, your use of this web site and its content must not create a public or private impression that is counter to the goals, business purpose, and legal requirements of HSV.

In using the Website, you may not attempt to gain unauthorized access to any account, computer system or network associated with the Website. You acknowledge that if you do any of these things, it may constitute a felony under Connecticut General Statutes, Section 53-451.

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- b. If you choose to use content or utilize services or purchase products from a third party, your relationship is directly with the third party, and HSV is not responsible for any of the third party products or services. In addition, a link to a non-HSV website does not mean that HSV endorses or accepts any responsibility for the content, or the use, of such website.
- c. No permission is hereby granted to you to link from any other website to any portion of the Website, or to frame any content contained on the Website without HSV’s prior written permission.

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- a. **DISCLAIMER OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HSV (INCLUDING ITS AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF PERSONAL PROPERTY (INCLUDING DATA), COSTS OF COVER, OR ANY OTHER SIMILAR DAMAGES OR LOSS. THIS DISCLAIMER SHALL APPLY REGARDLESS OF THE NATURE OF YOUR CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE WEBSITE OR ANY OTHER HYPERLINKED WEBSITE, EVEN IF HSV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- b. **LIMITATION OF HSV'S LIABILITY TO YOU. YOU ACKNOWLEDGE THAT THE WEBSITE IS PROVIDED TO YOU AS A COURTESY AND THAT YOU ARE NOT REQUIRED TO USE IT. IN THE EVENT THAT THE RELEASE GRANTED BY YOU IN SECTION 7 IS DETERMINED TO BE INVALID OR UNENFORCEABLE, THEN IN NO EVENT SHALL HSV'S LIABILITY TO YOU FOR ANY DAMAGES YOU INCUR DIRECTLY OR INDIRECTLY AS THE RESULT OF YOUR USE OF THE WEBSITE EXCEED THE AMOUNT OF FIVE DOLLARS (\$5.00), REGARDLESS OF THE BASIS OF YOUR CLAIM FOR DAMAGES, BE IT BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE OR OTHERWISE.**

## 7. Indemnification and Release

You agree to defend, indemnify, and hold harmless HSV (including its affiliates and subsidiaries), and their officers, directors, employees, agents, successors or assigns from any and all claims, liabilities, costs, expenses (including attorney's fees) arising in any way

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## 8. General Terms

- a. These Terms of Use, including the Privacy Policy, constitute the entire agreement between HSV and you with respect to your use of the Website. No modification to these Terms of Use, or waiver of any of the terms herein, will be binding, unless in writing and signed by an authorized HSV representative. Any waiver or failure to exercise promptly any right under these Terms of Use will not create a continuing waiver or any expectation of non-enforcement.
- b. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms of Use, and the remainder of these Terms of Use shall continue in full force and effect.
- c. These Terms of Use are governed by the laws of the State of Connecticut without regard to conflicts of laws provisions. You agree to the exclusive jurisdiction and venue for the state courts located in Fairfield County, Connecticut or the federal courts located in the United States District Court for the District of Connecticut, as appropriate, for any claim arising out of or relating to these Terms of Use. You agree and acknowledge that your use of the Website, and all transactions occurring in connection with the Website, shall be deemed to have occurred and taken place solely in the State of Connecticut.
- d. If HSV, in its sole discretion, determines that a violation of these Terms of Use has occurred, HSV may pursue any of its legal remedies.
- e. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- f. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

## 9. Contact Information

If you have any questions regarding these Terms of Use or the Website, please contact HSV at (203) 362-3093 or toll-free at (888) 537-5006.

These Terms of Use are in effect as of November 1, 2011.