

# Terms & Conditions of Use

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## **Modification of Terms**

HESAA may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

## **Modification of Site**

HESAA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof). HESAA shall not be liable to any user or other third party for any such modification, suspension or discontinuance unless expressly provided herein.

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You agree to comply with all applicable laws in using this Website and/or the data, information and material contained herein. HESAA reserves the right to terminate access to this Website at any time without notice.

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Personally identifiable information that you submit to HESAA will be handled in accordance with HESAA’s Privacy Notice. HESAA may use and/or distribute any or all materials and information provided by users to this Website. HESAA may create, use, and/or distribute activity reports or other abstracts of any or all materials and information provided by users to this Website. We ask that you do not send confidential

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### **No Unlawful or Prohibited Use**

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By submitting your email address and using the Website, you agree to receive email marketing materials from us. If you do not wish to receive these emails, you may opt-out at any time by following the instructions contained at the bottom of the email correspondence.

### **Termination of Rights.**

Your privilege to use or access the Site may be terminated by HESAA immediately and without notice if you fail to comply with any term or condition of the Terms of Use. Upon such termination, you must immediately cease accessing or using the Site and agree not to re-register or otherwise make use of the Site. Furthermore, you acknowledge that HESAA reserves the right to take action - technical, legal or otherwise - to block, nullify or deny your ability to access the Site. You understand that HESAA may exercise this right in its sole discretion.

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### **No Warranties**

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### **Governing Law; Resolution of Disputes**

The Terms will be governed by New Jersey law as applied to agreements entered into and to be performed entirely within New Jersey, without regard to its choice of law or conflicts of law principles and applicable federal law. Any dispute, controversy or claim arising under or in connection with these Terms of Use or the Site ("Claims") shall be decided exclusively by and in the state or federal courts sitting in Mercer County, New Jersey. For such purpose, you submit to the personal jurisdiction of the state and federal courts sitting in Mercer County, New Jersey, and agree that service of process may be completed and shall be effective and binding if mailed by certified mail, return receipt requested, postage prepaid and addressed to you at your address set forth in HESAA's records or, if none, at your last known address available through public records. In the event that you refuse to accept delivery of such process, then process may be served upon the Secretary of the State of New Jersey as HESAA's agent to accept service of process in these circumstances and agree that such service when made shall be effectively binding and complete for all purposes. You waive all objections to the litigation of Claims before state or federal courts in Mercer County, New Jersey whether based upon the doctrine of forum nonconveniens or personal jurisdiction or otherwise.

Effective Date: December 22, 2014