

General Terms of Use

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The HARDMAN JOHNSTON website www.hardmanjohnston.com (the “**Site**”) constitutes copyrighted works belonging to HARDMAN JOHNSTON (the “**Company**,” “**we**,” or “**us**”). The Site is provided for the information and convenience of users (“**You**”) and to support HARDMAN JOHNSTON’s objectives. Your use of the Site is subject to the following terms and conditions (these “**Terms**”), as set forth in this General Terms and Conditions of Use Agreement (this “**Agreement**”), as well as the HARDMAN JOHNSTON Privacy Policy (the “**Privacy Policy**”), which is hereby incorporated in this Agreement.

1. ACCEPTANCE.

This Agreement applies to this Site and our online services. PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MUST NOT ACCESS THIS SITE.

You also acknowledge and agree that we may modify this Agreement at any time, in our sole discretion, and that all modifications to this Agreement will be effective immediately upon our posting of the modifications on this Site. You agree that You will review this Agreement regularly, so that You are aware of and agree to any and all modifications made to this Agreement. If You object to any such changes, Your sole recourse will be to cease using the Site. Use of our Site after updates are posted and effective constitutes acceptance of any changes.

2. NO OFFER, SOLICITATION OR ADVICE.

The purpose of this Site is limited to providing You with general information about HARDMAN JOHNSTON. Nothing on this Site is intended to constitute or forms a part of (i) an offer, or solicitation of an offer, to purchase or sell any security, other asset or service, (ii) investment advice or an offer to provide such advice, or (iii) a basis for making any investment decision.

3. ACCESS RIGHTS.

We hereby grant to You a limited, non-exclusive, non-transferable license to access the Site solely for internal business purposes and personal use only as permitted under this Agreement (“**Access Rights**”). You understand and acknowledge that the Site are the property of HARDMAN JOHNSTON, and You may not prepare derivative works of, modify, distribute, sell, lease, rent, sublicense, assign, export, or transfer in any other manner the Site, or any underlying software, technology, or other information, including any printed materials of the same, unless expressly authorized hereunder.

4. YOUR RESPONSIBILITIES AND ACCEPTABLE USE OF THE SITE.

Use of HARDMAN JOHNSTON’s Site for any illegal purpose is strictly prohibited and a violation of these Terms.

You agree not to access the Site for any purposes other than for which the Site is being provided to You. Use of the Site requires that You comply with further acceptable use policies we may establish from time to time.

5. MODIFICATIONS TO THE SITE.

The content on the Site may not necessarily be complete or up-to-date, and we reserve the right to modify or discontinue the Site or services with or without notice to You. We will not be liable to You or any third party should we exercise our right to modify or discontinue the Site. If You object to any such changes, Your sole recourse will be to cease accessing the Site.

6. PRIVACY.

Any information we collect on the Site will be treated in accordance with our Privacy Policy, located at www.hardmanjohnston.com and incorporated by this reference into this Agreement. If You use the Site, You accept the terms and conditions of our Privacy Policy, and consent to all actions we take with respect to your information consistent with our Privacy Policy. If You do not agree to have Your information used in any of

the ways described in the Privacy Policy, You must discontinue use of the Site.

7. INFORMATION ON OUR SITE.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties, or guarantees, whether express or implied, that any information or other content of the Site are accurate, complete, reliable, updated, current, or error-free. Any reliance You place on such information and other content is strictly at Your own risk. Despite our efforts, it is possible that information on our Site may be inaccurate. If HARDMAN JOHNSTON determines that information on our Site is inaccurate, HARDMAN JOHNSTON reserves the right to take any action it deems reasonable and necessary, in its sole discretion, to rectify the error. You agree to notify HARDMAN JOHNSTON immediately if You become aware of any errors or inconsistencies with any transactions You undertake through the Site and comply with any corrective action taken by HARDMAN JOHNSTON.

8. COPYRIGHTS; RESTRICTIONS ON USE.

HARDMAN JOHNSTON strives to ensure that the information contained in this web site is accurate and reliable. The entire content of the www.hardmanjohnston.com is ©2017 by HARDMAN JOHNSTON. None of our content may be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. Nothing in these Terms grants You any right to receive delivery of a copy of or obtain access to our content, except as generally and ordinarily permitted through the Site according to this Agreement. Notwithstanding the foregoing, You may download or print single copies of Materials for Your personal, non-commercial use only, provided You keep intact all copyright and other proprietary notices.

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complaints or objections to content posted on the Site, please contact our Designated Agent at the Contact Information provided herein.

9. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. WHILE WE ATTEMPT TO INCLUDE ACCURATE AND UP TO DATE MATERIALS AND TO IDENTIFY VIRUSES THAT MAY BE PLACED ON THE WEBSITE BY THIRD PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HARDMAN JOHNSTON EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, SECURITY, RELIABILITY, ACCURACY OF DATA AND SYSTEM INTEGRATION. HARDMAN JOHNSTON MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE WILL BE ACCURATE, RELIABLE, CORRECT, USEFUL, TIMELY, UNINTERRUPTED, SECURE, DEFECT-FREE, OR ERROR-FREE (INCLUDING, WITHOUT LIMITATION, FREE FROM VIRUSES, WORMS, TROJANS, OTHER MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS); NOR DOES HARDMAN JOHNSTON MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SERVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HARDMAN JOHNSTON OR THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IN JURISDICTIONS NOT ALLOWING THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, OUR AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS, AND SUPPLIERS LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. LIMITATION OF LIABILITY.

YOU ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMITTED BY LAW IN NO EVENT WILL HARDMAN JOHNSTON OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, AND/OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE, OR OTHERWISE AND EVEN IF WE AND/OR OUR SUBSIDIARIES, AFFILIATES, LICENSORS, AND/OR SUPPLIERS HAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE. THE AGGREGATE LIABILITY OF HARDMAN JOHNSTON TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED TO THE LESSER OF (I) THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THE SITE OR (II) ONE HUNDRED DOLLARS (U.S. \$100.00). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

11. INDEMNIFICATION.

To the extent permitted by law, You agree to indemnify, defend and hold harmless HARDMAN JOHNSTON, its parents, subsidiaries, affiliates, officers, directors, licensors, co-branders, suppliers, and other partners,

employees, consultants and agents, together with all of their respective officers, directors, employees and consultants, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (a) any information You submit, post, or transmit through the Site, (b) Your use of the Site, (c) Your violation of this Agreement, (d) Your violation of any rights of any other person or entity or (e) any viruses, Trojan horses, worms, time bombs, cancelbots, or other similar harmful or deleterious programming routines input by You into the Site. We reserve the right to exclusively defend and control any such indemnification matters; and that you will fully cooperate with us in any such defense.

12. MISCELLANEOUS.

Unless otherwise set forth in a product or services delivery agreement between You and HARDMAN JOHNSTON, this Agreement and our Privacy Policy constitute the entire and exclusive and final statement of the agreement between You and us with respect to the subject matter hereof, and governs Your access to and use of the Site, superseding any prior agreements or negotiations between You and us, both written and oral, with respect to the subject matter hereof. All matters relating to the Site, this Agreement, the relationship between You and HARDMAN JOHNSTON, or any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims) will be governed by the laws of the **State of Connecticut**, without giving effect to any choice of laws or principles that would require the application of the laws of a different country or state. Any legal action, suit, or proceeding arising out of or relating to this Agreement, or Your use of, the Site must be instituted exclusively in the federal or state courts located in the **State of Connecticut** and in no other jurisdiction. You further consent to exclusive personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court, and irrevocably waive any jurisdictional, venue, or inconvenient forum objections to such court provided, however, that if You reside outside of the United States in a country requiring that a consumer contract be litigated in that country

and/or pursuant to that country's national law, that country's courts may have jurisdiction and its law may apply.

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Your use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect. You and we are acting as independent contractors, and nothing in this Agreement creates an agency or partnership. You may not assign Your rights under this Agreement without our prior written consent, and any attempted assignment will be null and void.

This Agreement may not be modified, in whole or in part, except by us and as otherwise might be specifically described elsewhere in this Agreement; and anything contained on or provided through this site that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement.

13. SURVIVAL.

All limitations on liability explicitly set forth herein, will survive the expiration or earlier termination of this Agreement for any reason. Our (and our licensors') proprietary rights (including any and all intellectual property rights) in and to our technology and content and the Site will survive the expiration or earlier termination of this Agreement for any reason.

14. CONTACT INFORMATION.

If You have any other questions or suggestions regarding this Agreement, the Privacy Policy, the Site, or our privacy practices, please contact us at marketing@hardmanjohnston.com.

Uncommon results require uncommon thinking.

[Get in touch](#)

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