

Terms of Use

THIS WEBSITE IS OWNED AND OPERATED BY HEARTLAND CONSUMER PRODUCTS, LLC. ("HEARTLAND", "WE", "OUR" AND "US"). ACCESS AND USE OF THIS WEBSITE (THE "SITE") AND ITS RELATED SERVICES, PRODUCTS AND COMMUNITY PORTAL (THE "SERVICES") ARE PROVIDED BY HEARTLAND TO YOU ON CONDITION THAT YOU ACCEPT THESE TERMS OF USE, AND BY ACCESSING OR USING THIS SITE OR THE SERVICES, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO ACCEPT AND ABIDE BY THESE TERMS OF USE YOU SHOULD NOT ACCESS OR USE THIS SITE OR THE SERVICES.

These Terms of Use govern the relationship between you, the Site visitor and/or member ("you") and HEARTLAND with respect to your use of the this Site and its related Services. You agree that the agreement formed by these Terms of Use is like any written negotiated agreement signed by you, and you agree to be bound by, and fully comply with, its terms. You represent and warrant that you have all necessary right, power and authority to enter into this agreement and to perform and otherwise discharge all of your obligations hereunder.

We reserve the right at any time to change: (i) the terms and conditions of these Terms of Use; (ii) this Site or the Services, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through this Site or the Services or the hours that they are available; (iii) any fees or charges, if any, related to the use of this Site or the Services; and (iv) the equipment, hardware or software required to use and access this Site or the Services.

Any changes we make to these Terms of Use will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on this website. Your continued use of this Site or the Services after such notice will be deemed acceptance of such changes. Be sure to return to this Site periodically to ensure you are familiar with the most current version of these Terms of Use.

You may not interfere with the security of, or otherwise abuse this Site, the Services or any system resources, services or networks connected to or accessible through this Site or the Services. You may only use this Site and the Services for lawful purposes.

1. JURISDICTION

If you are residing in a jurisdiction that restricts the ability to enter into agreements such as set out in these Terms of Use, you may not enter into this agreement or use this Site or the Services.

Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities offered by this Site or the Services, you may not enter into this agreement or use this Site or the Services. By using this Site you are explicitly stating that you have verified in your own jurisdiction if your use of this Site and the Services is allowed.

2. PRIVACY

HEARTLAND is committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a [Privacy Policy](#) to describe our privacy practices and how we collect, use and disclose the personal information of those individuals who visit this Site or use the Services. Please see our [Privacy Policy](#) for further information.

3. MEMBERS

In order to access and use certain Services available on this Site, you must open and maintain an account ("Account") with us. Prior to completing the signup process for your Account, you will be required to indicate your acceptance of all of the terms and conditions of these Terms of Use. If you do not agree to these Terms of Use, you may not sign up for an Account and you shall not have the right to use such Services.

During the registration process we will collect personal information that may include (but is not limited to) your email address, birthdate and password and IP address. In addition for special promotions we may collect your home address, age, birthdate, and gender. Your information may be used by us:

- to verify your eligibility to create and to maintain your Account;
- to ensure that your Account, including your email, is unique;
- to enable us to provide certain security and privacy safeguards;
- to deal with security, debugging and technical support issues;
- for special promotions and mailings;
- to protect ourselves and others from abuse; and
- As permitted in our [Privacy Policy](#).

All of the information you provide to us or that we collect from you in connection with your use of the Site or the Services will be governed by these Terms of Use and our [Privacy Policy](#). You agree at all times to: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we may terminate your Account and your ability to use this Site or the Services and, in our sole discretion, to report you to the appropriate authorities.

Only "natural persons," as opposed to any kind of legal entities (e.g., corporations, limited liability companies, and/or partnerships) shall have the right to establish an Account. We hereby disclaim any and all responsibility and liability for any unauthorized use of your Account.

You agree that you will not use misspellings or alternative spellings or take any other actions for the purpose of circumventing the foregoing restrictions. You understand and agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any username at any time and for any reason in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer your right to use or access this Site or the Services via your username or password to any third person.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING POSTINGS, PURCHASES AND CHARGES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

You agree to notify us immediately of any unauthorized use, theft or misappropriation of your account, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

You cannot transfer your Account to any other person, or permit anyone, to use same.

You acknowledge and agree that HEARTLAND is not responsible for the conduct of users in the interactive areas of HEARTLAND's websites. HEARTLAND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, LIABILITY, CLAIMS, SUITS, COSTS, EXPENSES, DAMAGES (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, OR OTHER CAUSE OF ANY KIND BASED UPON OR RESULTING FROM ANY MATERIAL OR CONTENT POSTED IN THE INTERACTIVE AREAS OF HEARTLAND'S WEBSITES. You acknowledge and agree that you may be exposed to content that you may find offensive, indecent or objectionable and, that in such respect, you use HEARTLAND's websites at your own risk.

4. PERSONAL USE ONLY

This Site and the Services are only for personal use. You may not use this Site or the Services for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

5. CODE OF CONDUCT

You are solely responsible for the content of any communications by you with third parties, including any communications about, concerning or through this Site or the Services. HEARTLAND does not condone or allow spam. You agree that you will not use this Site or the Services to send unsolicited commercial or other e-mail.

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of HEARTLAND's computer systems or perform functions that you are not authorized to perform pursuant to these Terms of Use. HEARTLAND may, without notice, temporarily suspend your, or any other parties, access to this Site or the Services, (including, without limitation, any specific areas hosted within this Site) by deactivating any password(s) or links to the Internet if we reasonably suspect that you, or any other parties, are obtaining unauthorized access to our other systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as HEARTLAND may in its sole discretion determine is necessary to permit the thorough investigation of such suspended activity.

While using this Site or the Services you agree to comply with all applicable laws, rules and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation). We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of this Site and the Services.

WE CANNOT AND DO NOT ASSURE THAT OTHER USERS ARE OR WILL BE COMPLYING WITH THE FOREGOING CODE OF CONDUCT OR ANY OTHER PROVISIONS OF THESE TERMS OF USE, AND, AS BETWEEN YOU AND US, YOU HEREBY ASSUME ALL RISK OF HARM OR INJURY RESULTING FROM ANY SUCH LACK OF COMPLIANCE.

6. AVAILABILITY

While we endeavor to keep downtime to a minimum, we can't promise that this Site or the Services will be uninterrupted, secure or error-free. We reserve the right to interrupt/suspend this Site or the Services, or any part thereof, with or without prior notice for any reason and you shall not be entitled to any refunds of fees for interruption of this Site or the Services.

7. ACCESS TO THE INTERNET

You are solely responsible for obtaining and maintaining all internet, computer hardware and other equipment needed to access and use this Site and the Services and that you shall be solely responsible for all charges and fee related thereto.

8. CURRENCY OF WEBSITE

HEARTLAND updates the information on this Site and the Services periodically. However, HEARTLAND cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this Site and the Services. HEARTLAND may revise, supplement or delete information, services and/or the resources contained in this site and the Services and reserves the right to make such changes without prior notification to past, current or prospective visitors.

9. LINKED WEBSITES

This Site or the Services may provide links to third party websites for your convenience only. The inclusion of these links does not imply that HEARTLAND monitors or endorses these websites. HEARTLAND does not accept any responsibility for such websites. HEARTLAND shall not be responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with the use of or the reliance upon any information, content, goods or services available on or through any third party websites or linked resources.

10. INTERNET SOFTWARE OR COMPUTER VIRUSES

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Site or the Services. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Site or the Services.

HEARTLAND shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on this Site or the Services or your downloading of any of User Materials or other content from this Site. HEARTLAND recommends that you install appropriate anti-virus or other protective software.

11. SWEEPSTAKES, CONTESTS AND GAMES

Any sweepstakes, contests, and games that are accessible through this Site are governed by specific rules. By entering such sweepstakes or contests or participating in such games you will become subject to those rules. We urge you to read the applicable rules, which are linked from the particular activity, and to review our [Privacy Policy](#) which addresses our commitments in respect of the information you submit in connection with such sweepstakes, contests, and games.

12. OUR MATERIALS

This Site and the Services are owned and operated by HEARTLAND in conjunction with others pursuant to contractual arrangements.

Unless otherwise specified, all materials appearing on this site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of Heartland Consumer Products, LLC. ALL RIGHTS RESERVED.

HEARTLAND may make certain content, software or other electronic materials (including all files, text, URLs, video, audio and images contained in or generated by such materials, and accompanying data) (collectively "HEARTLAND Materials") available to you from this Site or the Services, from time to time. If you download or use HEARTLAND Materials, you agree that such materials are licensed for your limited personal use only and not sold or assigned and: (i) may only be used for your personal and non-commercial use, (ii) may not be modified, used to create a derivative work, incorporated into any other work or otherwise exploited without HEARTLAND' prior written permission, and (iii) shall be only be used in compliance with any additional license terms accompanying such materials. HEARTLAND does not transfer either the title or the intellectual property rights to the HEARTLAND Materials, and retains full and complete title to the HEARTLAND Materials as well as all intellectual property rights therein. You agree not to sell, share, redistribute, or reproduce the HEARTLAND Materials. You further agree not to decompile, reverse-engineer, disassemble, or otherwise convert any HEARTLAND Materials into a human-perceivable form. HEARTLAND or its licensors own all related trademarks and logos, and you agree not to copy or use them in any manner.

All rights not expressly granted herein are reserved by HEARTLAND. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

This Site, (including its organization and presentation and HEARTLAND Materials) is the property of HEARTLAND and its licensors and may be protected by intellectual property laws including laws relating to copyrights, trademarks, trade-names, internet domain names and other similar rights.

13. YOUR MATERIALS

HEARTLAND welcomes you to use this Site or the Services, and other websites or forums owned by HEARTLAND, and the email or messaging system of same, to post, download, display, perform, transmit or otherwise distribute information or other content provided by you or at your direction, including but not limited to your name, username, likeness, personal comments, opinions, ideas for product use and/or ideas for game play methods using HEARTLAND'S products, photographs, video material, or other content (collectively, "User Materials").

By providing User Materials to HEARTLAND through this Site or the Services, and other websites or forums owned by HEARTLAND, you represent that your User Materials are provided voluntarily. You agree that your User Materials are not confidential and no confidential relationship is established with HEARTLAND. By posting User Materials to this site, you represent and warrant that you have all right, title and interest necessary to post such User Materials and you agree that HEARTLAND may copy, reproduce, publish, distribute, display, transmit, sell, prepare derivative works based on, and otherwise use (for any purpose whatsoever and in any medium) any of your User Materials, without attribution or compensation to you.

You hereby grant to HEARTLAND a non-exclusive, perpetual, unlimited, royalty-free and irrevocable license to copy, reproduce, publish, distribute, display, perform, transmit, broadcast, sell, offer for sale, license, modify, prepare derivative works based on, and otherwise use (for any purpose whatsoever and in any form or medium whatsoever) your User Materials, including any and all copyrights, patents, publicity rights and privacy rights therein, by and on behalf of HEARTLAND without compensation for any purpose on any medium, whether printed, digital, or otherwise. The foregoing authorization and any use of User Materials that you submit is without royalties, fees, or limitations. You represent and warrant that you are fully authorized to make all authorizations, licenses and/or warranties that are made herein and acknowledge that any submissions that you make will not be returned to you regardless of whether the User Materials are used by HEARTLAND.

You agree that HEARTLAND may publish or otherwise disclose your name or username in connection with your User Materials. By posting User Materials on this Site or the Services, you warrant and represent that you own the rights to the User Materials or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Materials and that such User Materials do not violate any applicable laws or any rights of third parties. You agree that the burden of proving that any User Materials do not violate any laws or third party rights rests solely with you.

You are solely responsible for your User Materials. You are solely responsible for making and keeping backup copies of your User Materials and for applying the appropriate level of access rights to same. HEARTLAND shall not be responsible or liable for the deletion or accuracy of any User Materials, the failure to store, transmit, encrypt (or otherwise secure) or receive any User Materials, or the storage, transmission, encryption (or other security) or receipt of any other communication involving the use of this Site or the Services.

You are solely responsible for obtaining and maintaining any necessary consents or permissions from any third party whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any User Materials or any communications involving the use of this Site or the Services and agree to obtain and maintain all such consents or permissions.

14. Digital Millennium Copyright Act:

In accordance with the Digital Millennium Copyright Act, HEARTLAND has designated a Copyright Agent to receive notice of claims of copyright infringement on the website. HEARTLAND's Copyright Agent may be reached at inquiries@heartland-products.com or by mailing HEARTLAND Consumer Products, LLC, 18615 Detroit Ave., Suite 203, Lakewood, Ohio, 44107, U.S.A., Attention: Copyright Agent.

If you believe that your work has been copied in a way that constitutes copyright infringement, please promptly provide HEARTLAND's Copyright Agent the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

15. DISCLAIMER OF WARRANTIES

THIS SITE, THE SERVICES AND THE CONTENT AND OTHER MATERIALS AVAILABLE THEREIN ("MATERIALS") ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. HEARTLAND DOES NOT REPRESENT OR WARRANT THAT THIS SITE, THE SERVICES OR THE MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE.

16. LIMITATION OF LIABILITY

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS SITE, THE SERVICES AND THE MATERIALS INCLUDING WITHOUT LIMITATION ANY OF THE INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL HEARTLAND OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS SITE, THE SERVICES, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, HEARTLAND' TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THIS SITE, THE SERVICES OR THE MATERIALS IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE (\$5.00) US DOLLARS.

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR HEARTLAND TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY HEARTLAND, HEARTLAND WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

BY ACCESSING ANY HEARTLAND WEBSITE SUBJECT TO THESE TERMS OF USE, I UNDERSTAND THAT I AM WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

17. INDEMNIFICATION

You agree to, upon request, defend, indemnify and hold us harmless from any and all liabilities, claims, losses and expenses, including attorneys' fees, which arise directly or indirectly from, or relate to: (1) any breach of these Terms of Use for which you are responsible; (2) any User Materials submitted by you; or (3) your use of this Site or the Services or transmission of any materials or other content through this Site or the Services. HEARTLAND reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without the prior written consent of HEARTLAND. This indemnification section will survive any termination or expiration of these Terms Of Use.

18. TERM & TERMINATION

HEARTLAND may, from time to time, but is in no way obligated to, permit you to access and use this Site and the Services in accordance with these Terms of Use and in the manner more particularly set out herein. You acknowledge and agree that access to this Site and the Services may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and that HEARTLAND shall not, in any event, be responsible to you in any way should you be unable to access this Site and the Service at any time or from time to time.

HEARTLAND may, at its sole discretion, at any time and from time to time, without notice, suspend your right to use this Site and the Services and/or terminate these Terms of Use or any of the licenses granted hereunder. Without limiting the foregoing, these Terms of Use and the licenses granted herein shall automatically terminate, without notice, if you materially fail to perform or comply with these Terms of Use or any provision hereof. Upon termination of these Terms of Use, you shall immediately cease and desist from all use of this Site and the Services. Your obligations under these Terms of Use will survive the termination of these Terms of Use,

You may terminate this legal agreement with HEARTLAND at any time by providing notice in accordance with the "Contacting Heartland" section below, closing your HEARTLAND user account (see the "Members" section above) and discontinuing any use of the Site. Without limiting the foregoing, HEARTLAND may terminate this agreement with you at any time: (a) if you have breached or threatened to breach these Terms Of Use; (b) if HEARTLAND is required to do so by law; or (c) HEARTLAND no longer makes HEARTLAND's websites available for any or no reason.

19. CONTACTING HEARTLAND

If you need to contact us regarding this Site, the Services or these Terms of Use, please e-mail us at inquiries@heartland-products.com. You can also contact us via mail addressed to HEARTLAND Consumer Products, LLC, 18615 Detroit Ave., Suite 203, Lakewood, Ohio, 44107.

20. YOUR COMMENTS

Feel free to email your comments, suggestions and feedback ("Comments") to HEARTLAND at the e-mail addresses provided in this Site or the Services. You agree with respect to any Comments provided by you to us, via e-mail or otherwise, that: (i) HEARTLAND has no obligation concerning such Comments; (ii) such Comments are non-confidential; (iii) HEARTLAND may use, disclose, distribute or copy such Comments and may use any ideas, concepts or know-how contained in such Comments for any purpose and without restriction or obligation to you and without payment of any royalties to you; and (iv) such Comments are truthful and do not violate the legal rights of others.

21. ACCESS RELATED TO ALLEGED VIOLATIONS

To ensure that HEARTLAND provides a high quality experience for you and for other users of this Site and the Services, you agree that HEARTLAND or its representatives may access your account and all information and any records related thereto on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of this Site or the Services, and you agree to give HEARTLAND full access to your account and all information and records related thereto without the need for additional authorization and without any claim to privacy or other rights to such account and related information and records.

HEARTLAND does not intend to disclose the existence or occurrence of such an investigation unless required by law or if requested by law enforcement officials, but HEARTLAND reserves the right to terminate your Account or your access to this Site and the Services immediately, with or without notice to you, and without liability to you, if HEARTLAND believes that you have violated any of these Terms of Use, furnished HEARTLAND with false or misleading information, or interfered with use of this Site or the Services by others.

22. EXPORT CONTROL AND JURISDICTION

This Site, the Services and the HEARTLAND Materials are subject to United States export controls. No HEARTLAND Materials or any other materials may be downloaded or otherwise exported or re-exported (i) into any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

We make no representation that materials in this Site or the Services are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

We reserve the right to limit the availability of the Site and/or the provision of any of the Services, materials, or other products described or offered thereon to any person, geographic area, or jurisdiction we so desire, at any

time and in our sole discretion, and to limit the quantities of any such Services, materials, or other product provided.

23. MISCELLANEOUS

These Terms of Use is governed by and construed in accordance with the laws of the State of Ohio, without regards to its principles of conflicts of law. You agree to personal jurisdiction by the federal and state courts located in Cleveland, Ohio, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

These Terms of Use set out the entire agreement between us relating to the subject matter herein and supersede and any all prior or contemporaneous written or oral agreements between us. These Terms of Use are not assignable, transferable or sub-licensable by you except with HEARTLAND' prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

Last updated: September 17, 2013