Terms of Use

Effective as of June 2014

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TERMS AND CONDITIONS

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8. **LIMITATION OF LIABILITY.** You acknowledge and agree that HRCI shall not be liable or responsible for any claim, damage, or loss resulting from a cause beyond HRCI’s control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather,
earthquakes, or other natural disasters, strikes or other labor problems, wars, or governmental restrictions. MOREOVER, YOU AGREE THAT IN NO EVENT SHALL HRCI BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, FOR LOST DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE HRCI WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF HRCI HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF HRCI FOR ANY REASON WHATSOEVER RELATED TO USE OF THE HRCI WEBSITE, RESULTS FROM USE OF THE HRCI WEBSITE, OR FOR ANY CLAIMS RELATING TO THIS TOU SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100.00 USD).

9. ENFORCEMENT. HRCI wishes to maintain the HRCI Website as a helpful resource for all of its users. As it relates to HRCI, You therefore have no reasonable expectation of privacy while using the HRCI Website because HRCI reserves the right to view, monitor, and/or record activity on the HRCI Website (in accordance with applicable law) and to comply with government or court appointed authorities when necessary. Actual or attempted unauthorized use of the HRCI Website may also result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. You shall therefore not, nor shall You permit any third party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by HRCI for use of or with the HRCI Website. Moreover, You also acknowledge that any breach, threatened or actual, of this TOU by You may cause irreparable injury to HRCI and/or its licensors, such injury would not be quantifiable in monetary damages, and HRCI and/or its licensors would not have an adequate remedy at law. You therefore agree that HRCI and/or its licensors (or on their behalf) shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOU. Accordingly, You hereby waive any requirement that HRCI or its licensors post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to HRCI to enforce any provision of this TOU.

10. TERMINATION. HRCI reserves the right at any time and on reasonable grounds, which shall include, without limitation, any
reasonable belief of fraud, illegal activity, or actions or omissions that violate any term or condition of this TOU, to terminate this TOU with You (including any registered account) and your right to access and use the HRCI Website in order to protect its name, business, or goodwill and/or any other user. You acknowledge and agree that HRCI shall have the sole right to determine in its reasonable discretion whether You are engaging in any unauthorized activity and/or violating any term or conditions of this TOU. HRCI shall also not be responsible or liable for any damages or loss, such as loss of sales or profits, as a result of any termination of this TOU in accordance with this section. You may also terminate at any time by ceasing to use the HRCI Website. However, all applicable provisions of this TOU will survive termination, as outlined below. Any licenses from HRCI and any right to use the HRCI Website shall immediately cease upon termination of this TOU. The provisions concerning feedback, HRCI’s ownership rights, warranty disclaimer, limitation of liability, governing law, enforcement, termination, and the miscellaneous terms will survive the termination or expiration of this TOU for any reason.

11. **GOVERNING LAW.** This TOU has been made in and will be construed and enforced solely in accordance with the laws of the Commonwealth of Virginia, U.S.A., as applied to agreements entered into and completely performed in the Commonwealth of Virginia. The state or local courts in the Commonwealth of Virginia will have exclusive jurisdiction and venue over all controversies in connection with this TOU, and You hereby consent to such exclusive and personal jurisdiction and venue. Any claim You might have against HRCI relating to performance under this TOU must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. In addition, You agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this TOU and that each party has the right to seek attorneys’ fees in any proceeding. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this TOU and is hereby disclaimed.

12. **SPECIFIC PROGRAMS; OTHER TERMS AND CONDITIONS.** Additional notices, terms, and conditions, including, without limitation, HRCI’s Privacy Policy, may apply to participation in particular programs or the use of content or information available from HRCI. You agree to abide by such other notices, terms, and conditions (as applicable). If there is a conflict with this Agreement, HRCI’s
obligations, if any, with respect to its services, programs, and/or products are governed solely by the terms, conditions, notices, and agreements pursuant to which they are provided, and nothing should be construed to alter such terms, conditions, notices, and agreements. Nevertheless, your end use of the HRCI Website shall be pursuant to this Agreement.

13. **MISCELLANEOUS.** The relationship between You and HRCI is and shall be that of independent contractors and nothing in this TOU shall be construed or used to create or imply any relationship of partners, joint venturers, or employer and employee. You may not assign or otherwise transfer this TOU or the license granted hereunder or delegate any of your duties specified herein, in whole or in part, without HRCI's prior written consent. Any attempt of assignment, delegation, or transfer in violation of this TOU shall be void, of no effect, and a material breach of this TOU. Notwithstanding the foregoing, HRCI may assign this TOU in whole or in part. Moreover, HRCI may delegate its rights and responsibilities or use contractors or agents to fulfill its obligations under this TOU. Failure by HRCI to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of that or any subsequent default or failure of performance. In the event any provision of this TOU is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, You agree that unless it materially affects the entire intent and purpose of this TOU, the invalidity, voidness, or unenforceability shall affect neither the validity of this TOU nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision. Headings are for convenience only and have no legal or contractual effect. This TOU and HRCI's Privacy Policy, which is hereby incorporated by reference as if set forth fully herein, represent the entire agreement between You and HRCI with respect to subject matter herein, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and HRCI with respect to the HRCI Website. Please note that HRCI reserves the right to change the terms and conditions of this TOU and by which the HRCI Website is extended to You by providing notice of such changes on this webpage or providing in writing or electronically a copy of such revised terms (or notice thereof). HRCI also has the exclusive right to provide updates, upgrades, and/or changes to any aspect of the HRCI Website at any time. Your
continued use of the HRCI Website following any such change to such Website will be deemed acceptance of any change to this TOU or the HRCI Website.