

TERMS AND CONDITIONS

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Welcome to <https://therma-hexx.com/>, the official website of Therma-HEXX, and/or Therma-HEXX (hereafter referred to as “Therma-HEXX”, “we”, “us”, and “our”). Use of the Website is subject to the following terms and conditions, as amended from time to time (the “Terms”), which govern the use of and interaction with the Website and its respective services (the “Service” or “Services”) by all users. These Terms are to be read together with our Privacy Policy and any supplemental terms, conditions, or disclaimers provided in the pages of the Website.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE AND/OR AND/OR ANY SERVICE. YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THESE TERMS BY VISITING OR USING THE WEBSITE AND SERVICE. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE WEBSITE OR ANY OF ITS SERVICES.

1. Age of Majority

The Website is intended for your use only if you are 18 years of age or older. If you do not fall within this category, you may be in breach of laws or regulations applicable in your province or country of residence or access, and you should leave the Website immediately.

You may restrict access to this Website using content filtering software or by changing your computer settings (e.g. browser or operating system), as appropriate.

2. Updates

Therma-HEXX reserves the right to modify these Terms at any time, at its sole discretion. If Therma-HEXX decides to change these Terms, Therma-HEXX will post those changes here. We will also update the “Last Updated Date” at the top of these Terms. We encourage you to visit this section of the Website regularly in order to remain informed of any changes. We are not liable to you or any third party in any respect arising from any changes or interruptions to the Website or Services.

If you do not agree to any changes that have been made, you must immediately stop using the Website and all Services.

3. Conditions of Use

Our Website and any of our Services are offered solely for your own personal, informational, or non-commercial use. By accessing the Website or any Service, you agree to only use the Website and Services for legitimate purposes in compliance with these Terms and all applicable laws and regulations. You represent and warrant that all information provided to us in relation to our online Services is true and accurate. You acknowledge and agree that content posted by you will be publicly attributable to you. You further acknowledge and agree that once you post content, it may not be possible to delete the content. The Website may contain interactive services, including but not limited to discussion groups, newsgroups, bulletin boards, chat rooms, blogs, and other social networking features, such as the display of linked content, which may allow you to post, transmit or submit information, including but not limited to writings, images, illustrations, audio recordings, and video recordings. We may or may not actively monitor postings on public forums. Similarly, we may or may not exercise editorial control over postings on any public forum.

We may assign these Terms to anyone for any reason in our sole discretion without notice. You may not assign these Terms without our prior written consent.

4. Prohibited Use

In addition to the requirements set forth in other sections of these Terms, you agree not to access and/or use the Website or Services for any purpose not expressly authorized by these Terms and/or transmit or upload to the Website or any Service content that in any form or respect:

1. contravenes or violates any applicable laws or regulations, including, without limitation, criminal, intellectual property, privacy, competition, securities, and other laws and regulations;
2. constitutes an advertisement or solicitation of business of any kind, including but not limited to, spam, chain letters, and pyramid schemes;
3. contains or constitutes software, computer programs, or routines of any kind, including but not limited to, viruses, bots, worms, spiders or offline readers;
4. enables hacking or permits any automated device, program, tool (including but not limited to robot, bot, spider, deep-link, other data-mining or harvesting processes) or any manual process that in any way would facilitate access, or allow the acquisition, copying, or monitoring of any portion of the Website, including all data and networks, without the prior express written consent of Therma-HEXX;
5. collects information about others, including but not limited to, users' emails, passwords or other account information;
6. copies or distributes any part of the Website or Services in any medium without Therma-HEXX's prior written authorization;
7. reverse engineers or decompiles the software comprising or included in the Website;
8. attempts to gain access to unauthorized content, including content that has not yet been made available to the public;
9. modifies, reverse-engineers, disassembles, decompiles or stores any content, data or any portion of the Website, for any reason, including for the purpose of competing with Therma-HEXX and its affiliates, or distributing content for commercial use;
10. collects or harvests any personal information from the Website or a related Service, nor will you use communication systems provided by the Website and Service for any commercial solicitation purposes; and/or
11. solicits, for commercial purposes, any users of the Website and Service.

Notwithstanding this section, Therma-HEXX grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases.

5. Privacy

We encourage you to read our [Privacy Policy](#). It explains how we collect, use, and disclose and otherwise manage your personal information when you visit and use our Website and Services. If you provide us with any personal information, you authorize us to collect, use and disclose such information in accordance with our Privacy Policy.

6. Links

Our Website may contain links to third-party websites or resources. You acknowledge and agree that Therma-HEXX is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Third-party websites or resources can include, but are not limited to, advertisements, promotional offers or applications included in or made available on the Website. These third-party websites and resources are not owned or controlled by us. You understand and agree that Therma-HEXX does not review, endorse, approve or control the content, products or services on or available from third-party websites or resources, and is not responsible or liable for the behavior, availability, features or content of any third-party website or resource or for any losses or damages arising out of your interaction with any third party. Your use of these third-party websites and resources is at your own risk and subject to separate terms of use.

Without limiting the foregoing, any link to a third-party press release, media coverage, stock exchange website, or analyst coverage should not be taken as an endorsement by us of the views, analysis, or projections contained in such materials.

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8. Disclaimers

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YOU AGREE THAT ALL CONTENT ON THIS WEBSITE AND ANY RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ALL USE OF THIS WEBSITE AND SERVICE IS AT YOUR OWN RISK. Therma-HEXX DOES NOT GUARANTEE THE ACCURACY OF ITS CONTENT AND YOU AGREE TO ACCEPT ANY RISKS ASSOCIATED WITH THE USE OF THIS SERVICE ON AN ONLINE PLATFORM, INCLUDING, BUT NOT LIMITED TO, EXPOSURE TO VIRUSES, DAMAGING OR DISABLING CODE. Therma-HEXX, INC. DISCLAIMS, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES, CONDITIONS, AND LIABILITIES OF Therma-HEXX, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT Therma-HEXX DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT THE WEBSITE AND ANY RELATED SERVICE WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THE WEBSITE, SERVICE OR THE SERVER THAT THE WEBSITE AND SERVICE ARE AVAILABLE ON ARE ERROR-FREE, INCLUDING DEFECTS, DESIGN FLAWS, OMISSIONS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND THAT YOUR USE OF THE WEBSITE, SERVICE AND ANY CONTENT MADE AVAILABLE THROUGH THE WEBSITE OR SERVICE IS SOLELY AT YOUR OWN RISK.

9. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE AND ANY RELATED SERVICE REMAINS WITH YOU.

You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will survive, and, subject to applicable laws, continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or termination of these Terms.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Therma-HEXX AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, SERVING, HOSTING, MAINTAINING AND/OR UPDATING THE WEBSITE, SERVICE OR ANY CONTENT THEREIN (COLLECTIVELY, THE "INVOLVED PARTIES") DISCLAIM ALL LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VICARIOUS LIABILITY OR OTHERWISE. THE INVOLVED PARTIES DO NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, RESULTING FROM OR IN CONNECTION WITH: (A) ANY USE OF, OR INABILITY TO USE THE WEBSITE, THE SERVICE, CONTENT OR OTHER MATERIALS IN OR ASSOCIATED WITH THE WEBSITE AND SERVICE; OR (B) ANY OTHER MATTER RELATING TO THE WEBSITE, SERVICE, CONTENT, THE MEMBER SUBMISSIONS, THIRD PARTY SOFTWARE, THIRD PARTY PLATFORMS OR OTHER MATERIALS IN OR ASSOCIATED WITH THE WEBSITE AND SERVICE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF THE INVOLVED PARTIES HAVE BEEN ADVISED OF, OR COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE.

10. Indemnification

You shall release, defend, indemnify, and hold Therma-HEXX and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your access to or use of the Website or Services; or (ii) your violation of these Terms.

11. Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

12. Termination of Website and/or Service

Therma-HEXX may discontinue at any time, without notice, the Website, Service, Content, materials, products and/or other services described on the Website or the availability thereof. Therma-HEXX also reserves the right, in its sole discretion, to terminate these Terms and your access to all or part of the Website and/or Service with or without notice to you.

13. Entire Agreement; Severability

These Terms, the Privacy Policy, and any other terms or conditions expressly referred to therein, constitute the entire agreement between you and Therma-HEXX regarding your use of the Website, Service and any other subject matter herein. If any portion of these Terms is declared or held unlawful, invalid, or unenforceable, then such portions of these Terms shall be deemed severed here from and shall not affect the validity or enforceability of the remainder of these Terms.

We may, from time to time, offer you the opportunity to participate in or use other special services, events, contests, and so forth, both on and off the Website. By participating in any such special service, you agree to any and all special terms set forth in connection with any such service, in addition to these Terms.

14. Contact Us

If you have any questions about these Terms, please contact us at: robertb@therma-hexx.com