

TERMS OF USE

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We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and we will indicate at the top of this page the date upon which the most recent version of these terms became effective. Your continued use of the Website after any such changes constitutes your acceptance of the new Terms of Use.

If you do not agree to abide by these or any future Terms of Use or the Privacy Policy, do not use or access (or continue to use or access) the Website. It is your responsibility to regularly check the Website to determine if there have been changes to these Terms of Use and to review such changes.

Please read these Terms of Use carefully, as they contain important information regarding your legal obligations, remedies, and rights, including various limitations and exclusions.

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

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Your Representations and Use of Website

As conditions for your accessing and using the Website, you represent that:

- you are 18 years or older and you have all requisite rights and authority to use the Website and to enter into these Terms of Use;
- you will use the Website and services provided by the Website for lawful purposes only and subject to these Terms of Use;
- you are responsible for your use of the Website;
- you will not use the Website and services provided by the Website in any manner that could damage, disable, overburden or impair the Website, or interfere with use of the Website or services by others;

any information submitted to the Website or HMO by you is true, accurate, and correct; you understand that, except as expressly stated in these Terms of Use, these Terms of Use do not grant you any license to use, reproduce, distribute, display or provide access to any portion of this Website on third-party websites, or otherwise; you will not attempt to gain unauthorized access to the Website or services provided by the Website, other accounts, computer systems, or networks under the control or responsibility of HMO through hacking, cracking, password mining, or any other unauthorized means; you have sole responsibility for maintaining the confidentiality of your account names and password(s); you are not a competitor of HMO or its licensors and are not using the Website or services provided by the Website for reasons that are in competition with HMO or its licensors; and if you use this Website in your capacity as an employee, owner or otherwise as an agent of another person or entity, you agree on behalf of yourself and such person or entity, jointly and severally, to be bound by these Terms of Use.

While accessing our Website, you agree that:

you will copy information from this Website only as necessary for your personal, non-commercial use, and you will not otherwise reproduce, modify, distribute, display or provide access to this Website or its content; you will not create derivative works from, decompile, disassemble or reverse engineer any portion of this Website; you will not access or use this Website in any manner that could damage, disable, overburden, place an unreasonable load on, interfere or attempt to interfere with the proper working of, or impair, this Website, its computer systems, network or the account of any other user; you will not attempt to gain unauthorized access to any parts of this Website or any user accounts, or any of this Website's computer systems or networks; you will not upload to or distribute through this Website any binary code, macros or other executable code, or any file that contains any viruses, Trojan horses or other components designed to commandeer, limit or harm the functionality of a computer; you will not access this Website through automated queries (such as by screen or database scraping, spiders, robots, crawlers or any other automated activity with the purpose of obtaining information from this Website); you will not engage in "framing" or "mirroring," or otherwise simulate the appearance or functionality; you will not deep link to the Website for any purpose without our express written authorization; you will not record, process or mine information about other users, or access, retrieve or index any portion of this Website; you will not impersonate another person or misrepresent your affiliation with another person or entity, or attempt to deceive or defraud any person or entity; you will not use this Website in any way that is unlawful, harms HMO's business, HMO's service providers, licensors, representatives or any other user, or breaches any policy or notice on this Website; you will not violate these Terms of Use or any of HMO's or its licensors' rights or use this Website to violate the rights of any third party such as copyright or trademark rights; and you will not remove or modify any copyright or other intellectual property notices that appear on this Website.

Privacy

You agree that you have read, understood and accept the terms of HMO's Privacy Policy. This policy governs the collection, use and sharing of personal and non-personal information from you when using the Website.

Links to Other Websites

The Website may contain links to other websites that are not under the control of HMO.

The inclusion of any link does not imply endorsement by HMO of such site and HMO is not responsible for the content of such linked sites. If you decide to leave the Website and access a third-party website, you do so at your own risk.

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Limitation of Liability

Under no circumstances shall HMO, its partners, contributors, agents, employees, directors, or affiliates be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages (even if it has been advised of the possibility of such damages), including but not limited to such damages for lost data, due to your use of this Website or due to your reliance on any of the content contained or the services provided on or through the Website.

Indemnification

You agree to indemnify and hold harmless HMO, its principals, employees, agents and other partners, from and against any claims, harm, actions or demands, damages, liabilities and settlements including without limitation, reasonable legal and accounting fees, arising out of, resulting from, relating to, or alleged to arise out of, result from or relate to: (1) your use of this Website; (2) your violation of these Terms of Use, including, but not limited to, any use of the Website Content, the Website's services, and any Website products other than as expressly authorized in these Terms of Use; or (3) your use of any information obtained from the Website.

Comments and Suggestions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or the service provided on the Website ("Comments") provided by you to HMO are non-confidential and that HMO shall be entitled to the unrestricted use and dissemination of these Comments for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Governing Law and Venue

These Terms of Use shall be governed by the laws of the Commonwealth of Massachusetts and the applicable federal laws of the United States of America. All disputes arising under, or in any way connected with the use of the Website, shall be litigated exclusively in the state and federal courts residing in Boston, Massachusetts and in no other court or jurisdiction. You hereby submit to the jurisdiction of the state and federal courts sitting in Commonwealth of Massachusetts.

Miscellaneous Terms

THE DAVIS COMPANIES™ and the The Davis Companies Logo are trademarks of HMO. You agree not to display or use these trademarks in any manner without HMO's prior, written permission.

HMO may assign this agreement at any time. You may not assign or transfer this agreement.

If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions will be unaffected and remain in full force and effect.

The failure of HMO to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in any that or any instance.

These Terms of Use and the Privacy Policy constitute the sole and entire agreement between you and HMO regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

No waiver by HMO of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of HMO to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Effective Date

These Terms of Use were last revised on March 29, 2022.

Contact Us

If you have any questions or suggestions regarding these Terms of Use, please contact HMO at:

Postal Mail: Attention: Legal Department, Harlem Multi One, LLC, c/o The Davis Companies, 125 High Street, Suite 2111, Boston, Massachusetts 02110; By e-mail: Legal@TheDavisCompanies.com