Terms of Use of www.pjhebertinc.com

Welcome to the P.J. Hebert. Inc. website.

P.J. Hebert, Inc. provides this Website and Services (located at www.pjhebertinc.com) to you subject to the notices, terms, and conditions set forth in these terms (the "Terms of Use"). In addition, when you use any of our Services, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into this Terms of Use by this reference.

These Terms of Use are effective as of September 17, 2020.

Your eligibility for use of the Website is contingent upon meeting the following conditions:

- You are at least 18 years of age
- You use the Website and Services according to these Terms of Use and all applicable laws and regulations determined by the state and country of residence
- You provide complete and accurate registration information and maintain accurate registration information on the Website
- You agree and understand that P.J. Hebert, Inc. may, at any time, and without prior notice, revoke and/or cancel your access if you fail to meet these criteria or violate any portion of these Terms of Use

Use of this Website

In connection with your use of our Website, you must act responsibly and exercise good judgment. Without limiting the foregoing, you will not:

- Violate any local, state, provincial, national, or other law or regulation, or any order of a court
- Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity, or contractual rights
- Interfere with or damage our Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology
- Use automated scripts to collect information or otherwise interact with the Services or the Website
- Enter into this agreement on behalf of another person or entity without consent or the legal capacity to make such agreements as a representative of an organization or entity

Intellectual Property

All code, text, software, scripts, graphics, files, photos, images, logos, and materials contained on this Website, or within the Services, are the sole property of P.J. Hebert, Inc..

Unauthorized use of any materials contained on this Website or within the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes. If you believe that any of the materials infringe on any third party's rights, please contact P.J. Hebert, Inc. immediately at the address provided below.

Third Party Websites

Our Website may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These websites may contain information or material that some people may find inappropriate or offensive. This Terms of Service was created by <u>Terms Use Template</u> and the <u>Privacy Policy Generator</u>.

These other websites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the Website or party by us, or any warranty of any kind, either express or implied.

Disclaimer of Warranty and Limitation of Liability

The Website is provided "AS IS." App figures, its suppliers, officers, directors, employees, and agents exclude and disclaim all representations and warranties, express or implied, related to this Website or in connection with the Services. You exclude P.J. Hebert, Inc. from all liability for damages related to or arising out of the use of this Website.

Changes to these Terms of Use

P.J. Hebert, Inc. retains the right to, at any time, modify or discontinue, any or all parts of the Website without notice.

Additionally, P.J. Hebert, Inc. reserves the right, in its sole discretion, to modify these Terms of Use at any time, effective by posting new terms on the Website with the date of modification. You are responsible for reading and understanding the terms of this agreement prior to registering with or using the Service. Your use of the Website and/or Services after any such modification has been published constitutes your acceptance of the new terms as modified in these Terms of Use.

Governing Law

These Terms of Use and any dispute or claim arising out of, or related to them, shall be governed by and construed in accordance with the internal laws of the us without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of us.



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