

Heflen International Website Terms of Use

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE (THE "WEBSITE"). THESE WEBSITE TERMS OF USE (THE "TERMS OF USE") GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE. THE WEBSITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT ("YOU" OR "YOUR") SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

1. User Eligibility

The Website is provided by HEFLEN and available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If You do not qualify, You are not permitted to use the Website.

2. Scope of Terms of Use

These Terms of Use govern Your use of the Website and all applications, software, and services (collectively, "Services") available on the Website, except to the extent such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to You on the Website ("Service Agreement(s)"). Any such Service Agreements accompany the applicable Services or are listed in association with or through a hyperlink associated with the applicable Services.

3. Modifications

HEFLEN may revise and update these Terms of Use at any time. Your continued usage of the Website after any changes to these Terms of Use will mean You accept those changes. Any aspect of the Website may be changed, supplemented, deleted or updated without notice at the sole discretion of HEFLEN. HEFLEN may also change or impose fees for products and services provided through the Website at any time in its sole discretion. HEFLEN may establish or change, at any time, general practices and limits concerning other HEFLEN products and services in its sole discretion.

4. HEFLEN Terms and Conditions of Sale

The HEFLEN Terms and Conditions of sale are hereby incorporated into these Terms of Use, such that all references herein to the Terms of Use shall be deemed to include, to the extent applicable, the HEFLEN Terms and Conditions of sale.

5. HEFLEN International Privacy Notice

The HEFLEN Privacy Notice governs the use of information collected from or provided by You at the Website. With respect to any individual whose personal information is provided by You to HEFLEN, You represent to HEFLEN that You have obtained all necessary consents for the processing of such personal information contemplated by the Services You are using and by the HEFLEN Privacy Notice, including the transfer of such data to the Republic of Ireland or other countries whose laws may not provide the same level of protection for the personal data as

6. License and Ownership

Any and all intellectual property rights ("Intellectual Property") associated with the Website and its contents (the "Content") are the sole property of HEFLEN, its affiliates or third parties. The Content is protected by copyright and other laws under the signatory of the Berne Convention and other countries. Elements of the Website are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on the Website are trademarks, service marks or trade dress ("Marks") of HEFLEN, its affiliates or other entities that have granted HEFLEN the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of HEFLEN. Except as otherwise expressly authorised by these Terms of Use, You may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the Website in any way without HEFLEN's or the appropriate third party's prior written permission. Except as expressly provided herein, HEFLEN does not grant to You any express or implied rights to HEFLEN's or any third party's Intellectual Property.

HEFLEN grants You a limited, personal, nontransferable, nonsublicensable, revocable license to (a) access and use only the Website, Content and Services only in the manner presented by HEFLEN, and (b) access and use the HEFLEN computer and network services offered within the Website (the "HEFLEN Systems") only in the manner expressly permitted by HEFLEN. Except for this limited license, HEFLEN does not convey any interest in or to the HEFLEN Systems, information or data available via the HEFLEN Systems (the "Information"), Content, Services, Website or any other HEFLEN property by permitting You to access the Website. Except to the extent required by law or as expressly provided herein, none of the Content and/or Information may be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of HEFLEN. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way, unless expressly permitted to do so by HEFLEN.

7. Restrictions on Use of the Website

In addition to other restrictions set forth in these Terms of Use, You agree that:

- (a) You shall not disguise the origin of information transmitted through the Website.
- (b) You will not place false or misleading information on the Website.
- (c) You will not use or access any service, information, application or software available via the Website in a manner not expressly permitted by HEFLEN.
- (d) You will not input or upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or Information or that infringes the Intellectual Property (defined below) rights of another.
- (e) Certain areas of the Website are restricted to customers of HEFLEN.
- (f) You may not use or access the Website or the HEFLEN Systems or Services in any way that, in HEFLEN's judgment, adversely affects the performance or function of the HEFLEN Systems, Services or the Website or interferes with the ability of authorized parties to access the HEFLEN

Systems, Services or the Website.

(g) You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of HEFLEN.

8. Access to Purchasing through the Website

Your use and access of the purchasing system and Information are subject to the following terms:

(a) The "Purchasing System" are comprised of the HEFLEN Systems which are used to provide procurement, payment, delivery tracking, buyers locations, address validation and other functions and information related to the shipment of packages via named carrier of Heflen;s Choice. The Shipping Related Systems and Information gained from such systems ("Purchasing Information") are to be used solely in connection with packages shipped by or to You or on Your behalf and for no other purpose.

(b) The Purchasing Systems and Purchasing Information are the private property of HEFLEN. HEFLEN authorizes You to enter functionality within the Purchasing Systems solely to place purchase orders for You to HEFLEN for delivery and for no other purpose. Without limitation, You are not authorized to make the Purchasing Information available on any website or otherwise reproduce, distribute, copy, store, use or sell the Purchase Information for commercial gain without the express written consent of HEFLEN. This is a personal service, thus Your right to use the Purchasing Systems and Purchasing Information is non-assignable. Any access or use that is inconsistent with these terms is unauthorized and strictly prohibited.

(c) Any use in connection with the Purchasing Systems of automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited.

9. Links

(a) **Outbound Links.** The Website may contain links to third-party Websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to You and not as an endorsement by HEFLEN of the content on such Linked Sites. HEFLEN makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. HEFLEN is not responsible for the availability of the Linked Sites or the content or activities of such sites. If You decide to access Linked Sites, You do so at Your own risk. In addition, Your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

(b) **Inbound Links.** Linking to any page of the Website other than to <http://www.Heflenint.com> through a plain text link is strictly prohibited in the absence of a separate linking agreement with HEFLEN. Any website or other device that links to <http://www.Heflenint.com> or any page available therein is prohibited from (a) replicating Content, (b) using a browser or border environment around the Content, (c) implying in any fashion that HEFLEN or any of its affiliates are endorsing it or its products, (d) misrepresenting any state of facts, including its relationship with HEFLEN or any of its affiliates, (e) presenting false information about HEFLEN products or services, and (f) using any logo or mark of HEFLEN or any of its affiliates without express written permission from HEFLEN.

10. Submissions

HEFLEN does not accept ideas, concepts, or techniques for new services or products through the Website ("Comments"). If such Comments are received, You acknowledge that (a) they will not be considered confidential or proprietary, (b) HEFLEN and its affiliates are under no obligation to keep such information confidential, and (c) HEFLEN will have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, and exploit such Comments in any manner it chooses.

11. Termination

You agree that HEFLEN, in its sole discretion, may terminate or suspend Your use of the Website, the HEFLEN Systems, Information, Services and Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, You must immediately (a) discontinue use of the Website, and (b) destroy any copies You have made of any portion of the Content. Accessing the Website, the HEFLEN Systems, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Further, You agree that HEFLEN shall not be liable to You or any third party for any termination or suspension of Your access to the Website, the HEFLEN Systems, Information and/or the Services.

12. Disclaimer of Warranties

HEFLEN MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE WEBSITE, THE HEFLEN SYSTEMS, THE SERVICES, THE INFORMATION OR THE CONTENT. THE USE OF SAME IS AT YOUR OWN RISK.

THE WEBSITE, THE HEFLEN SYSTEMS, THE INFORMATION, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. HEFLEN, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. HEFLEN AND ITS AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT, INFORMATION OR SERVICES PROVIDED ON OR THROUGH THE USE OF THE WEBSITE OR THE HEFLEN SYSTEMS. NO INFORMATION OBTAINED BY YOU FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY HEFLEN IN THESE TERMS OF USE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

13. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT HEFLEN IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, HEFLEN IS RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HEFLEN, ITS AFFILIATES, ITS LICENSORS, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED AT THE WEBSITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE WEBSITE, THE HEFLEN SYSTEMS, INFORMATION, SERVICES OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HEFLEN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

14. Compliance with Law Including Export Control

You agree to use the Website in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of HEFLEN, negatively reflect on the goodwill or reputation of HEFLEN and shall take no actions which would cause HEFLEN to be in violation of any laws, rulings or regulations applicable to HEFLEN.

HEFLEN and the Website are based in the Republic of Ireland. The European Directives and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content (including any software or the Services) to countries or persons prohibited under the European Directives or other applicable export control laws or regulations. If You access and download the Content (including any software or the Services) or Information, You represent that You are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

15. Jurisdiction

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE, THE HEFLEN SYSTEMS, INFORMATION, SERVICES AND CONTENT SHALL BE INSTITUTED IN A STATE OR COURT SITTING IN THE COUNTY OF DUBLIN, REPUBLIC OF IRELAND AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, THE HEFLEN SYSTEMS, INFORMATION, SERVICES AND/OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

16. Governing Law and Language

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of the Republic of Ireland, excluding (i) European conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. To the fullest extent permitted by law, the controlling language for these Terms of Use is English. Any translation has been provided for Your convenience, and You may view the English language version by (a) returning to the home page for the country that You have selected, (b) selecting the English link at the top of the page, and (c) then clicking on the link to the Website Terms of Use located at the bottom of the page.

17. General

You may not assign these Terms of Use or any of Your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

18. Written Document

You may preserve these Terms of Use in written form by printing them for Your records, and You waive any other requirement that these Terms of Use be evidenced by a written document.

19. Complete Agreement

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE, SERVICE OR OTHER WRITTEN AGREEMENT BETWEEN YOU AND HEFLEN OR IN THE APPLICABLE HEFLEN RATE AND SERVICE GUIDE OR HEFLEN TARIFF, THESE TERMS OF USE CONSTITUTE

THE ENTIRE AGREEMENT BETWEEN YOU AND HEFLEN WITH RESPECT TO THE USE OF THE WEBSITE, THE HEFLEN SYSTEMS, AND ANY SOFTWARE OR SERVICE, INFORMATION AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

20. Customer Service

Questions or comments regarding the Website may be submitted to Heflen International Customer Service.