

# CODE OF CONDUCT

- 1. Customer understands** that all information, data text, software, music, sound, photographs, graphics, videos, messages, or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. Customer is entirely responsible for all Content that Customer uploads, posts, emails or otherwise transmits via the service. HVW does not control the content posted via the service and, as such, does not guarantee the accuracy, integrity, or quality of such Content. Customer understands that by using the service, Customer may be exposed to Content that is offensive, indecent or objectionable. Under no circumstance will HVW be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damages of any kind incurred as a result of any Content posted, emailed or otherwise transmitted to Customer via the service.
- 2. Customer Agrees** not to use the service to: (i) upload, post email, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable, (ii) harm minors in any way, (iii), impersonate any person or entity, including, but not limited to HVW representative, forum leader, guide, host, or falsely state or otherwise misrepresent Customer’s affiliation with a person or entity, (iv) forge headers or otherwise manipulate identifiers in order to disguise the origins of any Content transmitted through the service, (v) upload, post, email, or otherwise transmit any Content that Customer does not have a right to transmit under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information, learned or disclosed as part of employment relationships or under nondisclosure agreements), (vi) upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; (vii) upload, post email or otherwise transmit any unsolicited or unauthorized advertising, promotional, materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation; (viii) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, or hardware or telecommunications equipment; (ix) interfere with or disrupt the service or services or networks connected to the service, disobey any requirements, procedures, policies or regulations, of networks connected to the service; (x) intentionally or unintentionally violate any applicable local, state, federal, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, but not limited to, the New York Stock Exchange, the American Stock Exchange, or the Nasdaq, and any regulations having the force of law; (xi) “stalk” or otherwise harass another, or (xii) collect or store personal data about others.
- 3. Customer Acknowledges** that HVW does not pre-screen Content, but that HVW and its designees shall have the right (but not the obligation) in their sole discretion to refuse, restrict or move any Content available via this service. Without limiting the foregoing, HVW and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable, in HVW’s sole discretion. Customer agrees that Customer must evaluate and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, Customer acknowledges that Customer may not rely on any Content created by HVW or submitted to HVW.
- 4. Customer Acknowledges and agrees** that HVW may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to; (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that Content violates the rights of third parties; (iv) protect the rights, property, or personal safety of HVW, its users and the public.
- 5. Customer Understands** that the technical processing and transmission of the service, including Customer’s Content, may involve; (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.
- 6. It is solely the Customer’s responsibility** to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, and other information provided through the service. HVW does not endorse or represent the reliability, accuracy or quality of any information, goods, services, or products, displayed or advertised on the service. Any items purchased or obtained by any Customer through the service is done at the Customer’s sole risk. Any Content related to business, finance, and/or securities matters and the like contained on the service is provided for informational purposes only, and no content included in the service is intended for trading or investing purposes. HVW shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted via the service.
- 7. Customer agrees** that the service and the software may contain proprietary and confidential information that may be protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that Content contained in sponsor advertisements or information presented to Customer through the service, advertisers, or suppliers may be protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws.
- 8. Customer agrees** not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the service, use of the service, or access to service.

9. **Dealings with Advertisers and Suppliers** Customer may enter into correspondence with or participate in promotions of advertisers and/or suppliers on the service showing their products on the service. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such correspondence or promotions, are solely between the corresponding user and the advertiser, and/or supplier. HVW assumes no liability, obligation, or responsibility for any part of any such correspondence or promotion.
10. **Links to Third-Party Sites.** HVW provides links to other external sites or resources. Because HVW has no control over such sites and resources, Customer acknowledges and agrees that HVW is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, services or other information or materials on or available from such sites or resources. If Customer chooses to access third-party services, Customer does so entirely at his/her own risk.

## IMPROPER USE

**You may not use the HVW equipment or the Service to, directly or indirectly:**

- a. Participate in any unlawful purposes. Use of the HVW equipment or Service for transmission or storage of any information, data, or material in violation of any U.S. federal, state, or local regulation or law is prohibited. This includes, but is not limited to, posting or disseminating content which is obscene, unlawful, threatening, defamatory, or which infringes the intellectual property of any person;
- b. Post, transmit, or disseminate objectionable information, including, without limitations, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, federal, or international law, order, or regulation;
- c. Access any other person's computer or software without the knowledge and consent of such person;
- d. Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software, or other material obtained through the service which is protected by copyright or other proprietary right, without obtaining permission of the owner;
- e. Alter, modify, or tamper with the Service or permit any other person to do the same in an unauthorized manner;
- f. Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the HVW equipment or the Service, including, without limitation, posting or transmitting any information or software which contains a virus or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- g. Inhibit or have the potential to inhibit the ability of any other person to use the Service by serving or attempting to serve faulty IP addresses to other HVW Customers. HVW may deny Service to you until the problem is resolved;
- h. Knowingly disrupt the Service;
- i. Reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to Service unless specifically otherwise agreed to in a written contract with us;
- j. Attempt to login, access, or attack any of HVW equipment or network, including radio and network equipment;
- k. Assist (release proprietary software and information) unauthorized users to gain access to HVW's network; or
- l. Open, tamper with or attempt to repair HVW equipment.

**HVW reserves the right to restrict or block certain activities or immediately terminate your access to the Service if:**

- i. You engage in any of the activities listed above; or
- ii. HVW receives an appropriate notice or request under the Digital Millennium Copyright Act; or
- iii. As necessary to comply with any law, regulation, rule or judicial or regulatory order; or
- iv. You use the HVW's equipment or Service in a way contrary to any other HVW policy.

This Policy shall not in any way limit our rights to terminate our Services with you. You assume the risk and agree to indemnify and hold harmless HVW against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any of the activities listed above.