



Personal Mobility Vehicles

## Terms of Use

These Terms of Use apply when you view or use the website located at [www.hoveround.com](http://www.hoveround.com) (the "Site") and all websites associated with the [hoveround.com](http://www.hoveround.com) domain. The Site is owned by The Hoveround Corporation. ("Hoveround"). By accessing or using the Site, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Site.

*These Terms of Use include a release by you of all claims for damage against us that may arise out of your use of this Site. By using this site, you agreeing to this release.*

## Privacy Policy

Hoveround respects the privacy of its Site users. Please refer to Hoveround's Privacy Policy, which explains our users' rights with respect to information that we collect on this Site. When you access or use the Site, you signify your agreement to this Privacy Policy.

## Copyright Notice

All materials and information available on the Site are protected by copyright. These materials are owned or controlled by Hoveround or licensed to Hoveround by a third party. You may download downloadable materials from the Site, but only for personal, noncommercial and informational purposes. If you download any downloadable materials, you cannot modify them in any way and must abide by all copyright, trademark and other notices in such materials. Except with respect to permissible downloading, you may not copy, display, download, distribute, modify, reproduce, republish or retransmit any information, text or documents contained on this Site, or create any derivative work based on any of the above, without the express written consent of Hoveround.

## Trademark Notice

The trademarks, service marks, trade names, trade dress and products names featured on this Site are trademarks of Hoveround, its affiliates, related companies or its licensors, unless otherwise noted. Hoveround's trademarks may be used publicly only with permission. Fair use requires proper acknowledgment.

## No Links

You may not provide links to images or text on the Site without the express written consent of Hoveround. Upon our request, you will promptly remove any such link.

### **Links to Other Sites and/or Materials**

We may post links to other website(s) on the Site. These links are provided as a courtesy to our Site visitors. Hoveround has no control over linked websites or the materials, information, goods or services available on these websites. Hoveround is not responsible for and does not endorse or warrant any materials, information, goods or services available through any linked websites or any privacy or other practices of such websites. Hoveround may terminate any link at any time.

### **Accuracy of Information**

Hoveround strives to accurately describe its products and provide updated information on the Site. However, Hoveround does not warrant that product descriptions and information on the Site are complete or free from error.

### **No Medical Advice**

This Site provides general information about our medical devices and products. It is not intended to provide medical advice. Consumers and patients should always consult a medical professional for information and advice on the treatment of a specific condition or for any other medical need.

### **Prohibited Actions**

You agree not to interrupt or attempt to interrupt the operation of the Site. You may not use any automated tool to mine the Site for information or to fill out forms on the Site. The web and email servers maintained by Hoveround and the emails associated with the domain cannot be used for the delivery of unsolicited bulk email or for any malicious or unlawful purpose. We reserve the right to limit or deny a user's access to the Site or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. You may only use the Site for lawful purposes. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law.

### **Email May Not Be Used to Provide Notice**

Communications made through the Site's e-mail and messaging system will not constitute legal notice to Hoveround or any of its officers, employees, agents or representatives in any situation where notice to Hoveround is required by contract or any law or regulation.

### **Disclaimer; Limitation of Damages**

THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, HOVEROUND MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SITE.

To the extent permitted by law, Hoveround will not be liable for any indirect, special, incidental, consequential, or punitive damages of any kind related to the Site whether as a breach of contract,

tortious behavior, negligence or any other cause of action, even if Hoveround has been advised of the possibility of such damages.

#### **Modification of Terms of Use**

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Use.

#### **Applicable Laws; Venue**

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of Florida. Any action related to this Site will be filed only in the appropriate state or federal court located within the State of Florida. By using this Site, you signify your consent to the jurisdiction of the state and/or federal courts of the State of Florida.

#### **Suggestions and Feedback**

HOVEROUND welcomes your feedback and inquiries. If you have any comments or questions, please contact Hoveround's Compliance and Privacy Officer by sending an email to [compliance@hoveround.com](mailto:compliance@hoveround.com).

**Last Updated:** These Terms of Use were last updated in May 2011.