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- bullies, harasses or advocates stalking, bullying, or harassment of another person;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing, or "spamming,"; is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous or would violate the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- promotes, copies, performs or distributes an illegal or unauthorized copy of another person's work that is protected by copyright or trade secret law, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated music, videos, or movies, or links to such pirated music, videos, or movies;
- is involved in the exploitation of persons under the age of eighteen (18) in a sexual or violent manner, or solicits personal information from anyone under thirteen (13);
- provides instructional information about illegal;
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GDPR and Personal Data Compliance

To the extent we process any Customer Data to which the provisions of the European Union's General Data Protection Regulation applies, the terms of the Personal Data Addendum will apply. You accept the terms listed in the [Personal Data Addendum](#) and agree that we may process the Customer Data in any location of HermanScience, its affiliates, partners and service providers, in accordance with the terms of this Addendum. Full data privacy compliance details can be found in a separate HermanScience data privacy guidelines document.

Arbitration; Applicable Law

Please read this carefully. It affects your rights. Except for a claim by HermanScience of infringement or misappropriation of any of HermanScience's patent, copyright, trademark, or trade secret rights, any and all disputes between you and HermanScience arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of any Apps or Sites.

You agree that by entering into this agreement, you and HermanScience are each waiving the right to trial by jury or to participate in a class action. You and developer agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and Developer must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in San Francisco, California. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in San Francisco, California and shall be decided pursuant to the laws of the State of California, excluding its conflicts of law rules that would result in the laws of a State other than California.

Claims of infringement or misappropriation of HermanScience's patent, copyright,

trademark, or trade secret shall be exclusively brought in the state and federal courts located in Chula Vista, California.

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These terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of HermanScience. HermanScience may freely transfer or assign this agreement and any or all of its rights and obligations described herein without restriction.

These terms is in English and all disputes between the parties shall be resolved in English. You understand and acknowledge that any foreign language services provided by HermanScience are for informational purposes only and it is your obligation to obtain independent legal advice at your own expense to ensure you understand the terms of this agreement.

You affirm that you are more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the terms of use, and to abide by and comply with these terms.

HermanScience's failure to enforce any provision of these terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these terms shall continue in effect. A printed version of these terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Changes to these terms

From time to time, HermanScience may revise these terms. Your use of any Apps or Sites following the posting of any revised terms of use shall be deemed acceptance of the revised policy. HermanScience strongly recommends checking terms of use periodically. If you disagree with the provisions of these terms at any time, your sole remedy is to terminate your use of the Apps or Sites. Continued use of the Apps or Sites constitutes your agreement to these terms as in effect.

Contact Us

All feedback, comments, requests for technical support, and other communications relating to the Apps or Sites should be directed to admin@hermanscience.com