

Terms of Use

Effective as of 4 August 2021

1. General Information Regarding These Terms of Use

Thank you for your interest in TomHumbert LLC (“TomHumbert.com”, “we”, “our”, or “us”). These terms of use (“Terms of Use”) apply to your use of the website <https://www.tomhumbert.com>, (“Website”). The Terms of Use of Use also apply to all products, information, and services provided through the Website.

Human-readable summary of Sec 1: The terms of use create a contract between you and TomHumbert.com. The contract governs your use of the website operated by TomHumbert.com. These human-readable summaries of each section are not part of the contract, but are intended to help you understand its terms.

2. Your Agreement to the Terms of Use

BY CLICKING “I ACCEPT” OR “AGREE AND CLOSE” OR OTHERWISE ACCESSING OR USING ANY OF THE WEBSITE OR BY CONTINUING TO BROWSE THE WEBSITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS OF USE. By clicking “I ACCEPT” or otherwise by continuing to browse the Website you also represent that you have the legal authority to accept the Terms of Use on behalf of yourself and any party you represent in connection with your use of the Website. If you do not agree to the Terms of Use, you are not authorized to use the Website. If you are an individual who is entering into these Terms of Use on behalf of an entity, you represent and warrant that you have the power to bind that entity, and you hereby agree on that entity’s behalf to be bound by these Terms of Use, with the terms “you,” and “your” applying to you, that entity, and other users accessing the Website on behalf of that entity.

Human-readable summary of Sec 2: Please read the terms of use and only use our website if you agree to them.

3. Changes to the Terms of Use

From time to time, TomHumbert.com may change, remove, or add to the Terms of Use, and reserves the right to do so in its discretion. In that case, we will post updated Terms of Use and indicate the date of revision. If we feel the modifications are material, we will make reasonable efforts to post a prominent notice on the Website. All new and/or revised Terms of Use take effect immediately and apply to your use of the the Website from that date on, except that material changes will take effect 30 days after the change is made and identified as material, except that material changes to include a previously unavailable service will take effect as soon as the new service is available. Your continued use of any services or the Website after new and/or revised Terms of Use are effective indicates that you have read, understood, and agreed to those Terms of Use.

Human-readable summary of Sec 3: These term of use may change. When the changes are important, we will put a notice on the website. If you continue to use the website after the changes are made, you agree to the changes.

4. No Professional Advice

The information on this Website is not intended as, and you agree not to construe it as professional advice of any kind. TomHumbert.com does not provide legal, medical, financial and the like advice, and is not a substitute for a law firm, medical doctor, financial adviser and the like. If you want professional advice you agree use a licensed professional rather than this Website.

Human-readable summary of Sec 4: Do not use this website as a substitute for professional advice.

5. Content Available through the services and Website

Provided as-is: You acknowledge that TomHumbert.com does not make any representations or warranties about the material, data, and information, such as data files, text, computer software, code, music, audio files or other sounds, photographs, videos, or other images (collectively, the “Content”) which you may have access to as part of, or through your use of the Website. Under no circumstances is TomHumbert.com liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the contact forms or the Website.

Human-readable summary of Sec 5: We try our best to have useful information on our website, but we cannot promise that everything is accurate or appropriate for your situation.

6. Content Supplied by You

Your responsibility: You represent, warrant, and agree that no Content shared by you on or through any of the contact forms (“Your Content”), violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libelous, defamatory, or otherwise unlawful material.

Human-readable summary of Sec 6: You are responsible for any content you send through the contact forms.

7. Prohibited Conduct

You agree not to engage in any of the following activities:

1. Violating laws and rights:

- You may not (a) use the contact forms for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

2. Solicitation:

- You may not use the contact forms or any information provided through the contact forms for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.

3. Disruption:

- You may not use the contact forms or the Website in any manner that could disable, overburden, damage, or impair the contact forms or the Website, or interfere with any other party's use and enjoyment of the contact forms or the Website; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the contact forms or the Website, or violating any regulation, policy, or procedure of any network, equipment, or server.

4. Harming others:

- You may not post or transmit Content on or through the contact forms that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;
- You may not intimidate or harass another through the contact forms; and, you may not post or transmit any personally identifiable information about persons under 16 years of age on or through the contact forms.

5. Impersonation or unauthorized access:

- You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the contact forms;
- You may not use or attempt to use another's account or personal information without authorization; and
- You may not attempt to gain unauthorized access to the computer systems or networks connected to the contact forms, through hacking password mining or any other means.

Human-readable summary of Sec 7: Play nice. Be yourself. Don't break the law or be disruptive.

8. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TOM HUMBERT LLC OFFERS THE WEBSITE (INCLUDING ALL CONTENT AVAILABLE ON THE WEBSITE OR THROUGH THE CONTACT FORMS) AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WEBSITE OR THE CONTACT FORMS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TOM HUMBERT LLC DOES NOT WARRANT THAT THE FUNCTIONS OF THE WEBSITE OR THE CONTACT FORMS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT MADE AVAILABLE ON OR THROUGH THE WEBSITE OR THE CONTACT FORMS WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SERVERS USED BY TOM HUMBERT LLC ARE FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS. TOM HUMBERT LLC DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OF THE CONTENT AVAILABLE THROUGH THE WEBSITE OR THE CONTACT FORMS IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.

Human-readable summary of Sec 8: TomHumbert.com does not make any guarantees about the websites, contact forms, or content available on the website or through the contact forms.

9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TOM HUMBERT LLC BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF TOM HUMBERT LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TOM HUMBERT LLC IS NOT RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON OR AVAILABLE THROUGH THE WEBSITE, CONTACT FORMS OR CONTACT FORM RESPONSES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO THAT CONTENT), FOR YOUR USE OF THE WEBSITE, CONTACT FORMS OR CONTACT FORM RESPONSES, OR FOR THE CONDUCT OF THIRD PARTIES ON OR THROUGH THE WEBSITE, CONTACT FORMS OR CONTACT FORM RESPONSES.

Certain jurisdictions do not permit the exclusion of certain warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

Human-readable summary of Sec 9: TomHumbert.com is not responsible for the content on the website, your use of our contact forms, or for the conduct of others on our website.

10. Indemnification

To the extent authorized by law, you agree to indemnify and hold harmless TomHumbert.com, its employees, officers, directors, affiliates, and agents from and against any and all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting directly or indirectly from or arising out of (a) your violation of the Terms of Use, (b) your use of any of the contact forms, and/or (c) the Content you make available on any of the contact forms.

Human-readable summary of Sec 10: If something happens because you violate these terms, because of your use of the website, or because of the content you send on the contact forms, you agree to repay TomHumbert.com for the damage it causes.

11. Privacy Policy

TomHumbert.com is committed to responsibly handling the information and data we collect through our services and Website in compliance with our [Privacy Policy](#), which is incorporated by reference into these Terms of Use. Please review the [Privacy Policy](#) so you are aware of how we collect and use your personal information.

Human-readable summary of Sec 11: Please read our [Privacy Policy](#). It is part of these terms, too.

12. Trademarks

Trademarks used on the site are the registered trademarks of their respective owners. Those marks are used for referential purposes only and are not intended to suggest or imply any affiliation with or endorsement by their respective owners.

Human-readable summary of Sec 12: Trademarks used on this site are not intended to suggest endorsement or affiliation with TomHumbert.com.

13. Copyright Complaints

TomHumbert.com respects copyright, and we prohibit users of the Website from submitting or otherwise transmitting any Content on the contact forms that violates another person's proprietary rights.

To report allegedly infringing Content hosted on the Website owned or controlled by TomHumbert.com, send a Notice of Infringing Materials to legal@tomhumbert.com.

Please note that TomHumbert.com does not host the Content made available through search engines or external links. You should contact the website or service hosting the Content to have it removed.

Human-readable summary of Sec 13: Please let us know if you find infringing content on our website.

14. Termination

By TomHumbert.com: TomHumbert.com may modify, suspend, or terminate the operation of, or access to, all or any portion of the Website at any time for any reason. Additionally, your individual access to, and use of, the Website may be terminated by TomHumbert.com at any time and for any reason.

By you: If you wish to terminate this agreement, you may immediately stop accessing or using the Website at any time.

Automatic upon breach: Your right to access and use the Website is terminated automatically upon your breach of any of the Terms of Use.

Survival: The disclaimer of warranties, the limitation of liability, and the jurisdiction and applicable law provisions will survive any termination. Your warranties and indemnification obligations will survive for one year after termination.

Human-readable summary of Sec 14: If you violate these terms, you may no longer use our website.

15. Miscellaneous Terms of Use

Choice of law: The Terms of Use are governed by and construed by the laws of the State of Florida in the United States, not including its choice of law rules.

Dispute resolution: The parties agree that any disputes between TomHumbert.com and you concerning these Terms of Use may only be brought in a federal or state court of competent jurisdiction sitting in the Second District of Florida, and you hereby consent to the personal jurisdiction and venue of such court.

- If you are an authorized agent of a government or intergovernmental entity using the Website in your official capacity, including an authorized agent of the federal, state, or local government in the United States, and you are legally restricted from accepting the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to you. For any such U.S. federal government entities, these Terms of Use and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Florida (excluding its choice of law rules).

No waiver: Either party's failure to insist on or enforce strict performance of any of the Terms of Use will not be construed as a waiver of any provision or right.

Severability: If any part of the Terms of Use is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

No agency relationship: The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and TomHumbert.com as a result of the Terms of Use or from your use of any part of the Website.

Integration: These Terms of Use constitute the entire agreement between you and TomHumbert.com relating to this subject matter and supersede any and all prior communications and/or agreements between you and TomHumbert.com relating to access and use of the Website.

Human-readable summary of Sec 15: If there is a lawsuit arising from the terms of use, it should be in Florida and governed by Florida law. We are glad you use our website, but this agreement does not mean we are partners.

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