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# HVM Strategies

## Terms of Use

This policy applies to HVM Inc. and its wholly owned subsidiary, HVM Strategies, LLC, hereby referred to collectively as "HVM". HVM engages in a thorough vetting and review process before it accepts anyone as a client. There are many factors related to qualifying that include, but are not limited to, the name of the timeshare and what representations were made to the potential client during the sales process and thereafter.

HVM guarantees that those people who are accepted as clients will have their timeshare terminated within the contractually agreed upon time period. Our Service Agreement with each client sets forth with specificity the types of termination that satisfy this guarantee. If termination is not achieved during the contractually agreed upon time period, then HVM, upon a written request from the client, will refund 100% of the Fee that the client paid to HVM.

## 1. Terms

By accessing this web site, you are agreeing to be bound by these website Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trademark law.

## 2. Use License

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  - d. transfer the materials to another person or "mirror" the materials on any other server.
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materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

### **3. Disclaimer**

The materials on 's website are provided "as is". makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

**HVM INC, and its wholly owned subsidiary, HVM Strategies, LLC, "HVM," is Not a Law Firm and Does Not Provide Legal Advice. Below describes what is and isn't offered:**

1. HVM provides a platform for legal information, self-help and document processing by means of attorney-based services and consumer coaching offered. The information provided by HVM along with the content on our website related to legal matters ("Legal Information") is provided for your private use and does not constitute legal advice. We do not review any information you provide us for legal accuracy or sufficiency, draw legal conclusions or apply the law to the facts of your situation.
  - a. If you need legal advice for a specific problem, you should consult with a licensed attorney. Neither HVM nor any Legal Information provided by HVM is a substitute for legal advice from a qualified attorney licensed to practice in an appropriate jurisdiction. As HVM is not a law firm, please note that communications between you and HVM may not be protected as privileged communications under the attorney-client privilege or work product doctrine.
  - b. Your use of the Services does not create an attorney-client relationship between you and HVM, or between you and any HVM employee. Unless you are otherwise represented by an attorney, including a Participating Attorney, you represent yourself in any legal matter you undertake through our Services.
  - c. HVM is not a "Lawyer Referral Service".

- d. HVM does not endorse or recommend any attorneys, nor does it make any warranty as to the qualifications or competency of any attorney.
- e. HVM does not provide legal advice—only a licensed attorney can do that.
- f. When you use our Services, you will have the opportunity to initiate contact with an independent attorney (a “Participating Attorney”).  
Participating Attorneys are NOT employees of HVM. Participating Attorneys are third-party independent contractors who carry their own malpractice insurance and have agreed to provide answers, limited consultations or other basic legal services to HVM clientele.  
Communicating with a Participating Attorney through HVM is NOT required. However, if you choose to communicate with a Participating Attorney through HVM, please note the following:
  - i. When you contact a Participating Attorney through HVM, he or she may provide you with an initial consultation, legal review of your forms or documents, or answers to your legal questions.
  - ii. When you contact a Participating Attorney through HVM, he or she may ask you for some information regarding you and your legal affairs in order to properly address your questions. By using our Services, you consent to sharing such personally identifying information for the purpose of securing legal advice with both the requesting attorney and with HVM. HVM will have access to any communications submitted through our platform for fulfillment and quality assurance purposes.
  - iii. If you contact a Participating Attorney, you control both the duration and depth of the interaction. Any attorney-client relationship formed during the course of that interaction may, at your option, either end when the interaction with the Participating Attorney ends, or continue if you wish to engage the Participating Attorney for further legal services.
  - iv. If you wish to create an attorney-client relationship with a Participating Attorney that extends beyond your use of our Services, that relationship will be on whatever terms you establish with the attorney in question. Those terms do NOT involve HVM and, except for pre-negotiating special discounts for our members, we do not set, control or influence them. For example, the Participating Attorney may ask you to sign a formal representation agreement regarding the scope of work they will perform, the cost of their legal services, and the handling of any out of pocket expenses they may incur.

- v. Participating Attorneys may be compensated by HVM for Services performed on your behalf, however, HVM does not receive any share of legal fees collected by any attorneys in our network. In all cases, HVM will not influence or interfere in any way with any attorney's independent professional judgment. Participating Attorneys reserve the right to refuse to perform legal services on your behalf in their sole discretion.
- vi. HVM is an information provider and documents preparer and does not endorse or recommend any attorney, including any of the Participating Attorneys. HVM makes no representation or warranty as to the qualifications or competency of any Participating Attorney or as to the accuracy or completeness of any Participating Attorney's work.
- vii. We provide an attorney for processing legal documents as a service, not for litigating. It's up to you to research any lawyer you're thinking about hiring. HVM is a consulting service for timeshare owners looking to eliminate their unwanted property.

#### **4. Limitations**

In no event shall or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on 's Internet site, even if or a authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### **5. Revisions and Errata**

The materials appearing on 's web site could include technical, typographical, or photographic errors. does not warrant that any of the materials on its web site are accurate, complete, or current. may make changes to the materials contained on its web site at any time without notice. does not, however, make any commitment to update the materials.

#### **6. Links**

HVM has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not

imply endorsement by or of the site. Use of any such linked web site is at the user's own risk.

## **7. Site Terms of Use Modifications**

HVM may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

## **8. Governing Law**

Any claim relating to 's website shall be governed by the laws of the State of South Carolina without regard to its conflict of law provisions.

*General Terms and Conditions applicable to Use of a Website.*

## **Privacy Policy**

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- Personal information may be shared with third parties in the normal conduct of our business, including but not limited to: advertising, marketing, crm software, and in the normal confines of our duties.
- We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.
- We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.