

Terms and Conditions Governing the Use of the Horizon Website

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Some of the information on this website contain forward-looking statements. Such statements include, in particular, statements about Horizon's plans, strategies and prospects for success. You can generally identify forward-looking statements by the use of forward-looking terminology such as "may," "will,"

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Indemnification

As a condition of your use of the Horizon website, to the extent permitted by law, you agree to indemnify, defend and hold Horizon and its third party providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from or in any way connected to your use of the Horizon website, or from your violation of these Terms and Conditions.

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This website may contain links to third-party web sites. Any links to such third-party web sites are provided solely as a convenience to you and not as an endorsement by Horizon of the content on such

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Changes to the Website

Horizon may terminate your access to the Horizon website or discontinue or modify the Horizon website at any time without prior notice to you. Your continued use of the Horizon website following any such modification will constitute acknowledgement of your acceptance of said modifications.

Governing Law

Except as otherwise required by law, the Terms and Conditions for this website shall be construed and all obligations hereunder shall be determined in accordance with the laws of the State of North Carolina (without regard to any conflict of laws provisions thereof).

Jurisdiction

You hereby irrevocably consents to the personal jurisdiction of the courts of the State of North Carolina located in the County of Mecklenburg and of the United States District Court for the Western District of North Carolina Charlotte Division (collectively, the “*Courts*”), in any action to enforce, interpret or construe any provision of these Terms and Conditions, the Horizon website or of any other agreement or document delivered in connection with these Terms and Conditions, and also hereby irrevocably waive any defense of improper venue or forum non conveniens to any such action brought in either of those Courts. You further irrevocably agree that any action to enforce, interpret or construe any provision of these Terms and Conditions will be brought only in either of those Courts and not in any other court.

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