

Hecla Website Terms of Use

Effective Date: April 2011

Please read these Hecla Website Terms of Use (“Terms of Use”) carefully before using this website, www.hecla-mining.com, or any of the services provided through this website (collectively, the “Website”).

This website is brought to you by Hecla Mining Company (“Hecla”). These Terms of Use consist of the terms set forth below in these Terms of Use, as well as the terms of the Hecla Website Privacy Policy, which is incorporated into and made part of these Terms of Use by this reference. These Terms of Use govern your use of the Website.

Your Consent

Each time you visit or use the Website, or submit any information to Hecla through the Website, you consent and agree to, and you agree to comply with and to be contractually bound by, these Terms of Use.

If you do not agree, unconditionally, to these Terms of Use, you are not authorized to use the Website and you should stop using the Website.

Your Conduct and Use of the Website

Each time you visit or use the Website, you represent, warrant and agree that your use of the Website will comply with all applicable laws, rules and regulations, as well as these Terms of Use. You also represent, warrant and agree that you will not:

- Do anything that does or could disable, overburden or impair the proper functioning of the Website (including, but not limited to, creating or transmitting any virus, worm, bug, Trojan horse, or other malicious code);
- Use any robot, spider, scraper or other automated means to access the Website;
- Send spam or any other unauthorized advertisements or solicitations through or using the Website;
- Harvest, solicit, intercept, collect or use any names, addresses, phone numbers, social security numbers, e-mail addresses or other contact or personal information of other Website users;
- Intimidate or harass any other Website users;
- Do anything that is illegal, infringing, fraudulent or malicious or that does or could expose Hecla or any other Website users to harm or liability;
- Transmit any information to Hecla, or use the Website to transmit any information to any person or entity, that: (i) is harassing, libelous, defamatory, threatening, abusive, harmful, pornographic, obscene, or otherwise unlawful or tortious; (ii) infringes on the intellectual property, privacy, publicity or other rights of any person; or (iii) breaches any duty or obligation of confidentiality that you owe to anyone; or
- Attempt, encourage, facilitate or assist in any of the above.

Unless you are a person or entity that has prior authorization from Hecla, you may violate federal law if you: (1) initiate the transmission to Hecla computers or devices of a commercial electronic mail message (as defined in the federal Can-Spam Act of 2003) that does not meet the message transmission requirements of that Act; or (2) assist in the origination of such messages through the provision or selection of addresses to which the messages will be transmitted.

Your Licenses to Hecla

Except as otherwise set forth in the Privacy Policy, you grant to Hecla (and to any other person or entity that Hecla may authorize) a perpetual, exclusive, irrevocable, royalty-free, world wide license to use any comments, information, ideas, methods, and processes that you submit to Hecla or through the Website (collectively “Feedback”), for any purpose whatsoever, without any notice, compensation, attribution or acknowledgement to or of you. You agree and acknowledge that FEEDBACK IS NOT AND WILL NOT BE TREATED AS CONFIDENTIAL INFORMATION.

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Except as otherwise permitted in these Terms of Use, you are not permitted to use or display any of the trademarks, service marks, or trade names displayed on or through the Website.

Warranty Disclaimers

THE WEBSITE AND ALL WEBSITE ACTIVITIES, SERVICES, CONTENT AND EVERY OTHER ASPECT OF THE WEBSITE (COLLECTIVELY, "COMPLETE SITE") IS PROVIDED, TRANSMITTED, DISTRIBUTED, AND MADE AVAILABLE "AS IS" AND WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, TIMELINESS, EFFORT AND RESULTS OF OR FROM THE COMPLETE SITE IS WITH YOU. NEITHER HECLA NOR ANY OF HECLA'S SERVICE PROVIDERS, AFFILIATES, AGENTS, DIRECTORS OR EMPLOYEES MAKES ANY COMMITMENT OR WARRANTY, AND EACH OF THEM DISCLAIMS ANY (IF ANY) STATUTORY OR IMPLIED WARRANTIES, CONDITIONS OR DUTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION: (A) OF MERCHANTABILITY; (B) OF FITNESS FOR PURPOSE OR USE; (C) OF RESULTS, ACCURACY, VALIDITY, TIMELINESS, COMPLETENESS OF INFORMATION, FUNCTIONALITY OR AVAILABILITY; (D) OF LACK OF NEGLIGENCE, REASONABLE CARE OR EFFORT; (E) OF LACK OF VIRUSES OR OTHER HARMFUL CODE; (F) OF PRIVACY OR SECURITY; (G) OF INDEMNITY; (H) OF PROTECTION FROM MISREPRESENTATION, DEFAMATION, OBSCENITY OR THE LIKE; AND (I) OF ANY KIND CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. IF ANY DUTY CANNOT BE DISCLAIMED, YOU AGREE THAT HECLA WOULD BE LIABLE TO YOU IN CONNECTION WITH SUCH DUTY ONLY IN THE EVENT OF WILLFUL MISCONDUCT BY HECLA. ALSO, THERE ARE NO WARRANTIES OF TITLE OR QUIET ENJOYMENT OR OF LACK OF INFRINGEMENT. Some jurisdictions may not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

No Incidental, Consequential or Certain Other Damages

TO THE FULL EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER HECLA NOR ANY OF HECLA'S SERVICE PROVIDERS, AFFILIATES, AGENTS, DIRECTORS OR EMPLOYEES WILL BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR THE LIKE (INCLUDING WITHOUT LIMITATION, LEGAL, ATTORNEY, EXPERT AND CONSULTANT FEES AND COSTS), OR FOR DAMAGES FOR, WITHOUT LIMITATION: LOST PROFITS OR OPPORTUNITY, LOSS OF PRIVACY OR SECURITY OR DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH OR OF LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT), FOR ANY OTHER INDIRECT DAMAGES OR FOR ANY PUNITIVE DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO THE COMPLETE SITE OR TO ANY BREACH OR FAILURE OF ANY KIND BY HECLA OR HECLA'S SERVICE PROVIDERS, AFFILIATES, AGENTS, DIRECTORS OR EMPLOYEES, EVEN IF YOU OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

Limitation of Liability and Exclusive Remedy

YOU AGREE THAT YOUR SOLE REMEDY FOR ANY BREACH BY HECLA OF THESE TERMS OF USE (INCLUDING THE PRIVACY POLICY) OR ANY CAUSE OF ACTION OF ANY NATURE (INCLUDING TORT) RELATING TO THEM OR THE COMPLETE SITE SHALL BE, AT HECLA'S OPTION, (1) SUBSTITUTION OR REPLACEMENT OF ALL OR PART OF THE COMPLETE SITE THAT GIVES RISE TO DAMAGES INCURRED BY YOU IN REASONABLE RELIANCE; OR (2) THE AMOUNT OF ACTUAL DIRECT DAMAGES ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE, WHICH AMOUNT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO HECLA FOR THE ITEM GIVING RISE TO YOUR DAMAGES OR FIFTY DOLLARS (\$50), WHICHEVER IS GREATER. YOU AGREE THAT THE DAMAGES EXCLUSIONS IN THESE TERMS OF USE AND THIS LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some states and jurisdictions may not allow the exclusion of liability for certain damages, so some of the above limitations may not apply to you, in which case Hecla's liability shall be limited to the maximum extent permitted by applicable law.

Third Party Claims and Indemnification

You agree that you are responsible for your behavior in connection with the Website. Hecla will not be liable for claims made against you, Hecla, or Hecla's service providers, affiliates, agents, directors or employees arising out of your use of the Website. You hereby agree to indemnify, defend, and hold Hecla, and Hecla's related companies, officers, directors, employees and agents, harmless from and against any claim or demand, including reasonable attorney fees and costs, made by any third party due to or arising, directly or indirectly, in whole or in part, out of your use of the Website, or your violation of these Terms of Use. Notwithstanding the foregoing, Hecla reserves the right to select its attorneys, and to control its defense in response to any such claim or demand.

Linking to the Website

You may link to the Website as long as you comply with the following requirements:

- All links must accurately describe the portion of the Website linked to;
- All links must lead to a particular page or subpage of the Website, and must not include any frame, border, margin, design, branding, trademark or promotional materials not originally displayed on the particular page or subpage of the Website; and
- All links must appear separate and distinct from all other visual elements of your website, so as not to imply that the Website or Hecla endorses any of the content or materials on, or offered on, your website.

You cannot copy portions of the Website to a server, except as part of an internet service provider's incidental caching of webpages. Hecla reserves the right to require you to discontinue from linking to the Website at any time. In such event, you must immediately remove any such links.

Termination of Use of Website

You acknowledge and agree that Hecla has the right to terminate your use of, or otherwise block your access to, the Website for any reason or no reason and without any notice to you.

Governing Law and Choice of Venue

You agree that these Terms of Use and all causes of action relating in any way to the Website (including but not limited to claims under contract, for torts or any other basis of liability) will be governed by and construed in accordance with the laws of the State of Idaho without regard to its conflicts or choice of law provisions. You also agree that the federal and state courts in Kootenai County, Idaho will have exclusive jurisdiction and will be the exclusive venue for all causes of action relating in any way to the Website.

Miscellaneous Provisions

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision will be deemed to no longer be a part of these Terms of Use, and the remaining provisions will be enforced. The headings in these Terms of Use are for reference purposes only and in no way define, limit, construe or describe the extent or scope of any provision of these Terms

of Use. Hecla's decision not to enforce any provision of these Terms of Use will not constitute a waiver of that or any other provision. These Terms of Use set forth the entire understanding and agreement between Hecla and you regarding your use of the Website. There are no third party beneficiaries of these Terms of Use.

Changes to These Terms of Use

Hecla may change these Terms of Use from time to time, in its sole discretion. Please check these Terms of Use frequently in order to determine if any changes have been made. Hecla will post a new effective date at the beginning of these Terms of Use whenever provisions in the Terms of Use have been substantively changed. You agree to comply with and be bound by these Terms of Use as they appear on the Website at each time you visit or use the Website.