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.

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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.

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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.
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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.