

## **Terms and Conditions**

### **Agreement between User and <https://www.myTechShop.org>**

Welcome to [www.mytechshop.org](https://www.mytechshop.org). The website (the "Site") is comprised of various web pages operated by Tech Shop LLC ("Tech Shop"). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein (the "Terms"). Your use of our Site constitutes your agreement to all such Terms. Please read these terms carefully and keep in a mind of them for your reference.

### **Privacy**

Your use of [www.myTechShop.org](https://www.myTechShop.org) is subject to Tech Shop's Privacy Policy. Please Review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communication**

Visiting the Tech Shop's Site or sending emails to Tech Shop constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you are using this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Tech Shop is not responsible for third party access to your account that results from theft or misappropriation of your account. Tech Shop and its associate reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Under Thirteen**

Tech Shop collects personally identifiable information from children under the age of thirteen. The children under thirteen are welcome to get any assistance through the live chat, but we will not provide any payment information without the adult age of eighteen before to purchase any service(s) or unauthorized access to any device, unless they are applied to the children.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, your warrant to Tech Shop that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphic, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Tech Shop or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or part, found on the Site. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Tech Shop and the copyright owner. You agree that you do not acquire any ownership rights in any protected content.

### **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Services.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Services that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including email addresses, without their consent; violate any applicable laws or regulations.

Tech Shop has no obligation to monitor the Communication Services. However, Tech Shop reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Tech Shop reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Tech Shop reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Tech Shop's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Tech Shop does not control or endorse the content, messages or information found in any Communication Services, and therefore, Tech Shop specifically disclaims any liability with regard to the Communication Services and actions resulting from your participation in any Communication Services. Managers and hosts are not authorized Tech Shop spokespersons, and their views do not necessarily reflect those of Tech Shop.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

#### **Materials Provides to [www.mytechshop.org](http://www.mytechshop.org) or Posted on Any Tech Shop Web Page**

Tech Shop does not claim ownership of the materials you provide to [www.mytechshop.org](http://www.mytechshop.org) (including feedback and suggestions) or post, upload, input or submit to any Tech Shop Site or our associated services (collectively "Submissions"). However, by positing, uploading, inputting, providing or submitting your Submission you are granting Tech Shop, our affiliated businesses and necessary sublicensees permission to use your Submission connection with the operation of their Internet business including, without limitation, the rights to copy, distribute, transmit, publicly, display, publicly perform, reproduce, edit, translate, and reformat your Submission and to publish your name in connection with your Submission.

#### **Indemnification**

You agree to indemnify, defend and hold harmless Tech Shop, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any use postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Tech Shop reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Tech Shop in asserting any available defenses.

#### **Liability Disclaimer**

The Information, Software, Products, And Services Included In Or Available Through The Site May Include Inaccuracies Or Typographical Errors. Changes Are Periodically Added To The

Information Herein. Tech Shop And Or Its Suppliers May Improvements And/Or Changes In The Site At Any Time.

Tech Shop And/Or Its Suppliers Make No Representations About The Suitability, Reliability, Availability, Timeliness, And Accuracy Of The Information, Software, Products, Services And Related Graphics Contained On The Site For Any Purpose. To The Maximum Extent Permitted By Applicable Law, All Such Information, Software, Products, Services And Related Graphics Are Provided "As If" Without Warranty Or Condition Of Any Kind. Tech Shop And/Or Its Suppliers Hereby Disclaim All Warranties And Conditions With Regard To This Information, Software, Products, Services And Related Graphics, Including All Implied Warranties Or Conditions Of Merchantability, Fitness For A Particular Purpose, Title And Non-Infringement.

To The Maximum Extent Permitted By Applicable Law, In No Event Shall Tech Shop And/Or Its Suppliers Be Liable For Any Direct, Indirect, Punitive, Incidental, Special, Consequential Damages Or Any Damages Whatsoever Including, Without Limitation, Damages For Loss Of Use, Data Or Profits, Arising Out Of Or In Any Way Connected With The Use Or Performance Of The Site, With The Delay Or Inability To Use The Site Or Related Services, The Provision Of Or Failure To Provide Services, Or For Any Information, Software, Products, Services, And Related Graphics Obtained Through The Site, Or Otherwise Arising Out Of The Use Of The Site, Whether Based On Contract, Tort, Negligence, Strict Liability Or Otherwise, Even If Tech Shop Or Any Of Its Suppliers Has Been Advised Of The Possibility Of Damages. Because Some States/Jurisdictions Do Not Allow The Exclusion Or Limitation Of Liability For Consequential Or Incidental Damages, The Above Limitation May Not Apply To You. If You Are Dissatisfied With Any Portion Of The Site, Or With Any Of These Terms Of Use, Your Sole And Exclusive Remedy Is To Discontinue Using The Site.

#### **Termination/Access Restriction**

Tech Shop reserve the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Indiana and you hereby consent to the exclusive jurisdiction and venue of courts in Indiana in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provision of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Tech Shop as a result of this agreement or use of the Site. Tech Shop's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Tech Shop's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site of information provided to or gathered by Tech Shop with respect to such use. If any part of this agreement is determined to invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set above, then invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most

closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Tech Shop with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Tech Shop with respect to the Site. A printed version of this agreement to the same extent and subject to the same conditions as other business documents and record originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Tech Shop reserves the right, in its sole discretion, to change the Terms under which [www.mytechshop.org](http://www.mytechshop.org) is offered. The most current version of the Terms will supersede all previous versions. Tech Shop encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Tech Shop welcomes your concerns, questions or comments regarding the Terms:

Tech Shop LLC

Email: [contact@mytechshop.org](mailto:contact@mytechshop.org)

Website: [www.myTechShop.org](http://www.myTechShop.org)