

Tech Transaction, LLC Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE PLATFORM.

The following terms and conditions, together with any documents expressly incorporated by reference (collectively, "Terms of Use"), govern your access to and use of this Tech Transaction Platform ("Platform"). The term "you" and its variations means the individual using the Platform as well as your company or any entity on behalf of which you are using the Platform ("Company").

Tech Transaction, LLC ("Tech Transaction") is providing you access to and use of the Platform. Such use may be pursuant to a Services Agreement or other separate agreement with you or the Company ("Services Agreement"). These Terms of Use govern your access to and use of the Platform only, and not the services provided to you or the Company pursuant to the Services Agreement. In the event of any conflict or inconsistency between these Terms of Use and the Services Agreement, the Services Agreement controls.

By accessing or using the Platform, you agree to these Terms of Use and represent that you are of legal age and mind to form a binding contract with Tech Transaction. You represent that you have the authority to access and use the Platform on behalf of the Company, that the Company agrees to these Terms of Use and will be responsible for your use of the Platform, and that you shall also remain individually responsible for your use. If you do not agree to the foregoing or any other provision of these Terms of Use, do not use the Platform.

Tech Transaction may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when Tech Transaction posts them and apply to all access to and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes.

Accessing the Platform

To access and use the Platform, you will be required to register and establish a user account. It is a condition of your access and use of the Platform that all the information provided for user registration and account set-up is correct, current and complete. You agree that all information you provide to register with the Platform is governed by the Tech Transaction Privacy Policy which may be found on the Tech Transaction website ("Privacy Policy"), and you consent to all actions Tech Transaction takes with respect to your information consistent with the Privacy Policy.

If you are accessing the Platform pursuant to a Services Agreement, then the Company will be required to register and establish user accounts. Following appropriate credentialing, Tech Transaction will establish one account to the Platform for the Company per purchased subscription.

If you have obtained a user-name, password or any security information for use as part of the Platform, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform using your user-name, password or other security information. You must notify Tech Transaction immediately of any unauthorized access to or use of your user-name or password or any other breach of security. You also agree to exit from your account at the end of each session. You must also use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Tech Transaction or its proxy has the right to disable any user-name, password or other identifier, whether chosen by you or provided by Tech Transaction, at any time in Tech Transaction's sole discretion if, in Tech Transaction's opinion, you or any other individual associated with the Company has violated these Terms of Use, or if you or the Company has breached any provision of its Services Agreement. Tech Transaction may also deny account sign-up based on your location or for any other reason it deems necessary. You must not attempt to work around any such limitations in the Platform.

Use of the Platform

Tech Transaction reserves the right to modify the functionality of the Platform. Tech Transaction will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, Tech Transaction may restrict access to some parts of the Platform for maintenance or any other reason.

While Tech Transaction attempts to keep all the information in the Platform up-to-date, Tech Transaction makes no warranties or representations as to the accuracy of the content in the Platform and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information contained in the Platform.

Any resources or other information provided in the Platform are for informational purposes only. The Platform does not make decisions and is not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment to the information presented by the Platform.

The Platform is not intended to function as a primary document retention or storage tool. Data that you upload or create in the Platform is stored only for a limited period of time and will be automatically deleted from the Platform without notice. You are responsible for backing up the data that you store on the Platform. If your access to the Platform is canceled, Tech Transaction may permanently delete your data from its servers, and Tech Transaction has no obligation to return data to you after the Platform is canceled. Deleted data will be irretrievable.

Content Rights

The Platform and its tools, design, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by Tech Transaction, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use grant you limited personal rights to use the Platform for your sole business purposes or those of the Company, but you are prohibited from reselling, sublicensing or otherwise commercializing the Platform in any way.

Tech Transaction does not control, verify, or endorse the content that it provides on the Platform or that you and others make available on the Platform. You are responsible for any content that you transmit or upload, including its legality, reliability, accuracy and appropriateness. If you share content on the Platform in a way that violates or infringes others' rights, including intellectual property rights or privacy rights, you are breaching these Terms of Use. Tech Transaction may remove your content from the Platform at any time if you breach these Terms of Use.

Intellectual Property Rights

Trademarks, logos and service marks ("Marks") displayed on the Platform are registered and unregistered trademarks of Tech Transaction, its licensors or content providers, or other third parties. All of these Marks are the property of their respective owners. In addition, the Platform, including, without limitation, all of its content, including but not limited to its workflow, design, graphics, software and code, and the selection and arrangement thereof ("Content"), is protected under the copyright and other intellectual property laws of the United States and other countries. Tech Transaction reserves all right, title and interest in and to all intellectual property and all other proprietary rights in the Platform, including, without limitation, all Marks and Content therein.

Prohibited Uses

You agree not to use the Platform: (a) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding personal data), (b) in any way that infringes any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person, (c) to transmit or upload any content which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable, (d) to promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (e) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise, (f) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation, (g) to impersonate or attempt to impersonate Tech Transaction, an Tech Transaction employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or registration names associated with any of the foregoing), (h) to engage in any other conduct that restricts or inhibits anyone's use or access of the Platform, or which, as determined by Tech Transaction, may harm Tech Transaction or other users of the Platform or expose them to liability, (i) to promote any illegal activity, or advocate, promote or assist any unlawful act, (j) to knowingly present or cause to be presented a false or fraudulent claim for payment or approval; (k) to knowingly make, use or cause to be made or used, a false record or statement.

In addition, in using the Platform, you shall not (i) use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform, (ii) use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform, (iii) use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without Tech Transaction's prior written consent, (iv) use any device, software or routine that interferes with the proper working of the Platform, (v) introduce any viruses, trojan horses, worms or other material which is malicious or technologically harmful, (vi) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform, or (vii) otherwise attempt to interfere with the proper working of the Platform.

Monitoring and Enforcement: Termination

Unless agreed to under a separate Service Agreement, Tech Transaction does not undertake to review material before it is uploaded on the Platform by you, the Company or any third party, and cannot ensure prompt removal of objectionable material after it has been uploaded. Accordingly, Tech Transaction assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. Tech Transaction has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Notwithstanding the preceding paragraph, Tech Transaction has the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform, and to terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any breach of these Terms of Use. In addition, Tech Transaction has the right to fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS TECH TRANSACTION, ITS EMPLOYEES, MEMBERS, OFFICERS, DIRECTORS AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS AND OTHER REPRESENTATIVE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY TECH TRANSACTION AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER TECH TRANSACTION OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Data Privacy

You explicitly consent to the use of personally identifiable information (PII) you provide via the Platform, including storing, processing, and disclosing the data in accordance with these Terms of Use and the Services Agreement. You confirm that you have the legal authority to authorize Tech Transaction and its subcontractors to process PII you provide via the Platform and that you have obtained the authorization or consent (as required by applicable law) of all persons whose PII you provide.

Tech Transaction considers your use of the Platform to be private. However, Tech Transaction may access, disclose, or preserve information associated with your use of the Platform, including, without limitation, your personal information and content, or information that Tech Transaction acquires about you through your use of the Platform (including IP address and third-party information) when Tech Transaction forms a good-faith belief that doing so is necessary (a) to comply with applicable law or to respond to legal process from competent authorities, or (b) to enforce these Terms of Use or the Services Agreement, or (c) to protect the rights or property of Tech Transaction or Tech Transaction's customers.

Tech Transaction retains the right to block or otherwise prevent delivery of any type of email or other communication to or from the Platform as part of Tech Transaction's efforts to protect the Platform, protect Tech Transaction's customers, or stop you from breaching these Terms of Use. The technology or other means Tech Transaction uses may hinder or prevent your use of the Platform.

In order to provide you the Platform, Tech Transaction may collect information about Platform performance, your machine/computer and your Platform use.

Disclaimer of Warranties

THE PORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS ONLY. TECH TRANSACTION IS NOT A LAW FIRM AND DOES NOT PROVIDE ANY LEGAL ADVICE AS PART OF THE SERVICES. TECH TRANSACTION MAKES NO PROMISES OR GUARANTEES TO YOU OR THE COMPANY REGARDING THE EFFECTIVENESS OR SUCCESS OF THE SERVICES. YOUR USE OF THE PORTAL IS AT YOUR AND THE COMPANY'S SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, TECH TRANSACTION MAKES NO, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. TECH TRANSACTION DOES NOT WARRANT THAT THE PORTAL WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENT, THAT IT WILL BE AVAILABLE AT ALL TIMES, OR THAT WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

Limitation of Liability

TECH TRANSACTION WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATED TO YOUR OR THE COMPANY'S USE OF THE PORTAL, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE FOREGOING, TECH TRANSACTION'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. THE LIABILITY LIMITS AND DISCLAIMERS SET FORTH HEREIN APPLY EQUALLY TO TECH TRANSACTION'S EMPLOYEES, MEMBERS, OFFICERS, DIRECTORS AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS AND OTHER REPRESENTATIVES.

Hold Harmless.

You agree to indemnify, defend and hold harmless Tech Transaction and its employees, members, officers, directors and its affiliates, licensors, service providers and other representatives from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) related to your use of the Platform and/or any violation of these Terms.

Applicable Law and Disputes.

These Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and the federal laws of the United States of America, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts, as applicable, located within Virginia. YOU EXPRESSLY WAIVE ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS TERMS OF USE.

Other Miscellaneous Provisions.

These Terms of Use constitute the sole and entire agreement between you and Tech Transaction with respect to you and the Company's use of the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

Notices sent to you or the Company may be delivered by electronic mail, or through a general notice on the Platform. User may give notice to Tech Transaction by e-mail at the following address: info@techtransaction.com.

These Terms of Use are effective unless and until modified, as noted above, or terminated, at any time, by Tech Transaction. These Terms of Use are severable to the extent any provision is deemed invalid, illegal or unenforceable, in which event such provision will be interpreted to be modified in the narrowest manner to preserve its validity as much as possible. Tech Transaction's failure to enforce any provision of these Terms of Use shall not be deemed a waiver of that or any other provision of these Terms of Use. The parties hereto are independent contractors of one another; nothing herein shall be deemed to create any relationship of agency, partnership or joint venture between the parties.