

Hello, and welcome to our Terms and Conditions of Use. Please kindly read this document carefully before using our website and all its related applications (mobile and others).

1. Introduction

These Terms and Conditions ("Terms", "Terms and Conditions") refer to Technology Valley LTD ("Technology Valley LTD", "Technology Valley", "us", "we", "our"). By signing up or otherwise using the Technology Valley services, websites, software applications, or accessing any content or material that is made available by Technology Valley through our services (the "Content") you agree to be bound by these Terms.

Your agreement with us includes these Terms and Conditions of Use ("Terms"). (The Terms and any additional terms that you agree to, as discussed in the Entire Agreement section, are referred to together as the "Agreements".) If you wish to review the terms of the Agreements, the effective version of the Agreements can be found on Technology Valley's website. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use the Technology Valley services or consume any Content.

Please read the Agreements carefully. They cover important information about Technology Valley services provided to you.

Any information that you provided during sign-up can be corrected during the sign-up process by returning to the previous screens and correcting erroneous information.

In order to use the Technology Valley services and access the Content, you need to be of age and agreeing to these Terms you confirm that you have the power to enter a binding contract with us and not be barred from doing so under any applicable laws. You also promise that any registration information that you submit to Technology Valley is true, accurate, and complete, and you agree to keep it that way at all times.

2. Changes to the Agreements

Occasionally we may, in our discretion, make changes to the Agreements. When we make material changes to the Agreements, we will make the updated Terms available on our website, and your continued use of our services after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such updates carefully. If you do not wish to continue using our services under the new version of the Agreements, you may terminate the Agreements by contacting us through our contact information on our website.

3 Content Rights

The content on the Technology Valley website may contain third party content and information. Technology Valley is not responsible for the content posted on its website. Any content may be posted on Technology Valley's website by third party contributors. By using the Technology Valley website, contributors posting content on Technology Valley's website agree that they take responsibility for the content they post.

Some of the content on Technology Valley website may be based on external sources of information such as articles, interviews, conversations, etc. by third parties. Technology Valley can be collecting and summarizing information based on third party sources, so Technology Valley does not take responsibility for any information based on third party sources.

4. User-Generated Content

Technology Valley users may post, upload, and/or contribute ("post") content to our services (which may include, for example, pictures, text, messages, information, playlist compilations, and/or other types of content) ("User Content"). For the avoidance of doubt, "User Content" includes any such content posted to the Technology Valley Support Community as well as any other part of the Technology Valley Service.

You promise that, with respect to any User Content you post on Technology Valley, (1) you have the right to post such User Content, and (2) such User Content, or its use by Technology Valley as contemplated by the Agreements, does not violate the Agreements, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by Technology Valley or any artist, band, label, entity or individual without express written consent from such individual or entity.

Technology Valley may, but has no obligation to, monitor, review, delete or edit User Content. In all cases, Technology Valley reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Technology Valley's sole discretion, violates the Agreements or seems suspicious. Technology Valley may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that you post. Technology Valley is not responsible for User Content nor does it endorse any opinion contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST

TECHNOLOGY VALLEY RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD TECHNOLOGY VALLEY HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

5. Rights you grant us

In consideration for the rights granted to you under the Agreements, you grant us the right (1) to allow the Technology Valley services to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service, (2) to provide advertising and other information to you, and (3) to allow our business partners to do the same. In any part of the Technology Valley Service, the Content you view, including its selection and placement, may be influenced by commercial considerations, including agreements with third parties. Some Content licensed or provided to Technology Valley may contain advertising as part of the Content. In such cases, Technology Valley will make such Content available to you unmodified.

If you provide feedback, ideas or suggestions to Technology Valley in connection with the Technology Valley services or Content (“Feedback”), you acknowledge that the Feedback is not confidential and you authorize Technology Valley to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

You grant Technology Valley a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of the Agreements plus twenty (20) years), irrevocable, fully paid, worldwide licence to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with our services through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive any “moral rights” (or the equivalent under applicable law) such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

5. User guidelines

We’ve established a few ground rules for you to follow when using the Service, to make sure Technology Valley keeps high quality of content. Please follow these rules and encourage other users to do the same.

The following is not permitted for any reason whatsoever:

using the Technology Valley services to import or copy any local files you do not have the legal right to import or copy in this way;

reverse-engineering, decompiling, disassembling, modifying, or creating derivative works based on the Technology Valley Service, Content or any part thereof unless permitted by applicable law;

circumventing any technology used by Technology Valley, its licensors, or any third party to protect the Content or the Service;

selling, renting, sublicensing or leasing of any part of the Technology Valley services or the Content;

circumventing any territorial restrictions applied by Technology Valley or its licensors;

removing or altering any copyright, trademark, or other intellectual property notices contained on or provided through the Technology Valley services (including for the purpose of disguising or changing any indications of the ownership or source of any Content);

providing your password to any other person or using any other person's username and password;

"crawling" the Technology Valley services or otherwise using any automated means (including bots, scrapers, and spiders) to collect information from Technology Valley; or

selling a user content posted on Technology Valley website, or otherwise accepting any compensation, financial or otherwise, to influence the name of an account or the content included on an account or post.

Please respect Technology Valley, the owners of the Content, and other users of the Technology Valley Service. Don't engage in any activity, post any User Content, or register and/or use a username, which is or includes material that:

is offensive, abusive, defamatory, pornographic, threatening, or obscene;

is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to violations of intellectual property rights, privacy rights, or proprietary rights of Technology Valley or a third party;

includes your password or purposely includes any other user's password or purposely includes personal data of third parties or is intended to solicit such personal data;

includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's access to the Service;

is intended to or does harass or bully other users;

impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;

uses automated means to artificially promote content;

involves the transmission of unsolicited mass mailings or other forms of spam (“spam”), junk mail, chain letters, or similar, including through the Technology Valley inbox;

involves commercial or sales activities, such as advertising, promotions, contests, sweepstakes, or pyramid schemes, that are not expressly authorized by Technology Valley;

links to, references, or otherwise promotes commercial products or services, except as expressly authorized by Technology Valley;

interferes with or in any way disrupts the Technology Valley Service, tampers with, breaches, or attempts to probe, scan, or test for vulnerabilities in our services or Technology Valley’s computer systems, network, usage rules, or any of Technology Valley’s security components, authentication measures or any other protection measures applicable to the Service, the Content or any part thereof; or

conflicts with the Agreements, as determined by Technology Valley.

You acknowledge and agree that posting any such User Content may result in immediate termination or suspension of your Technology Valley account. You also agree that Technology Valley may also reclaim your username for any reason.

Please be thoughtful about how you use the Technology Valley services and what you share. The Technology Valley services includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public. Remember that shared or publicly available information may be used and re-shared by other users on Technology Valley or across the web, so please use Technology Valley carefully and be mindful of your account settings. Technology Valley has no responsibility for your choices to post material on the Service.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately and change your password as soon as possible.

6. Infringement and reporting User Content

If you believe that any Content infringes your intellectual property rights or other rights, please contact Technology Valley to report it. If Technology Valley is notified by a copyright holder that any Content infringes a copyright, Technology Valley may in its absolute discretion take actions without prior notification to the provider of that Content. If the provider believes that the content is not infringing, the provider may submit a counter-notification to Technology Valley with a request to restore the removed content.

If you believe that any Content does not comply with the User guidelines, please contact us.

7. Service limitations and modifications

Technology Valley will make reasonable efforts to keep the Technology Valley services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions or bugs. To the extent permissible under applicable law, Technology Valley reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Technology Valley Service, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Technology Valley services or any function or feature thereof. Notwithstanding the foregoing, if you have prepaid fees for Paid Subscriptions that Technology Valley permanently discontinues prior to the end of the Pre-Paid Period (defined in the Payments, cancellations, and cooling off section), Technology Valley will refund you the prepaid fees for the Pre-Paid Period after such discontinuation or compensate with other similar services. You understand, agree, and accept that Technology Valley has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. This section will be enforced to the extent permissible by applicable law. Technology Valley and/or the owners of any Content may, from time to time, remove any such Content without notice to the extent permitted by applicable law.

8. Brand Accounts

If you establish a Technology Valley account on behalf of a company, organization, entity, or brand (a “Brand”, and such account a “Brand Account”), the terms “you” and “your”, as used throughout the Agreements, apply to both you and the Brand, as applicable.

If you open a Brand Account, you represent and warrant that you are authorized to grant all permissions and licences provided in the Agreements and to bind the Brand to the Agreements.

9. Technology Valley Support Community

The Technology Valley Support Community are the places for discussions, comments and exchange of information, tips, and other materials related to the Technology Valley Service. In order to use the Technology Valley Support Community, you must (1) have an existing Technology Valley account; and (2) authenticate your Technology Valley account for use on the Support Community (a “Technology Valley Support Account”). In addition to the Agreements, you also agree to adhere to any other guidelines that would be presented upon registration or when using the Technology Valley Support Community. If you do not agree to these guidelines, you may not use the Technology Valley Support Community.

10. Technology Valley Support Accounts

By creating a Technology Valley Support Account, you confirm that any registration information that you submit to Technology Valley is true, accurate, and complete and that you will update such information in order to keep it current. It is strictly prohibited to include information in your profile that suggests that you are a Technology Valley employee or moderator or to otherwise pose as such an employee or moderator when using the Technology Valley Support Community. You also acknowledge and agree that Technology Valley may remove or reclaim your username at any time if Technology Valley in its absolute discretion considers such action appropriate.

11. No official support

No User Content or other content posted by Technology Valley employees, moderators and/or representatives on the Technology Valley Support Community should be construed as official support provided by Technology Valley. Any content provided or made available to you on the Technology Valley Support Community by Technology Valley employees, moderators, and/or representatives is provided on an “as is” basis without warranties of any kind.

You acknowledge that opinions expressed in User Content on the Technology Valley Support Community are those of contributors of such User Content only and do not reflect the opinions or policies of Technology Valley or any of its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, suppliers, or licensors.

12. Customer support

For customer support with account-related and payment-related questions (“Customer Support Queries”), please contact us from the Contact Us section of our website. We will use reasonable endeavours to respond to all Customer Support Queries within a reasonable time frame but we make no guarantees or warranties of any kind that any Customer Support Queries will be responded to within any particular time frame and/or that we will be able to satisfactorily answer any such queries.

13. Payments, cancellations, and cooling off

Paid services or products on the Technology Valley website can be purchased as described in the instructions at the website upon purchase and will be valid for the period specified.

Technology Valley may change the price for some services from time to time, and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for paid services and products will take effect at the start of the next payment period following the date of the price change. As permitted by local law, you accept the new price by continuing to use the Technology Valley services after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from the Technology Valley services prior to the price change going into effect. Please therefore make sure you read any such notification of price changes carefully.

14. Term and termination

The Agreements will continue to apply to you until terminated by either you or Technology Valley. However, you acknowledge and agree that the perpetual licence granted by you in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason. Technology Valley may terminate the Agreements or suspend your access to the Technology Valley services at any time, including in the event of your actual or suspected unauthorised use of the Technology Valley services and/or Content, or non-compliance with the Agreements. If you or Technology Valley terminate the Agreements, or if Technology Valley suspends your access to the Technology Valley Service, you agree that Technology Valley shall have no liability or responsibility to you and Technology Valley will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your Technology Valley account, please contact us through Contact Us section of our website. This section will be enforced to the extent permissible by applicable law. You may terminate the Agreements at any time.

All sections herein, as well as any other sections of the Agreements that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

15. Warranty and disclaimer

WE ENDEAVOUR TO PROVIDE THE BEST SERVICE WE CAN, BUT YOU UNDERSTAND AND AGREE THAT THE TECHNOLOGY VALLEY SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE TECHNOLOGY VALLEY SERVICES AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TECHNOLOGY VALLEY AND ALL OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER TECHNOLOGY VALLEY NOR ANY OWNER OF CONTENT WARRANTS THAT THE TECHNOLOGY VALLEY SERVICES IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, TECHNOLOGY VALLEY MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, OR ANY OTHER PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE TECHNOLOGY VALLEY SERVICES OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. YOU UNDERSTAND AND AGREE THAT TECHNOLOGY VALLEY IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES ADVERTISED ON OR THROUGH THE TECHNOLOGY VALLEY SERVICE. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM TECHNOLOGY VALLEY SHALL CREATE ANY WARRANTY ON BEHALF OF TECHNOLOGY VALLEY IN THIS REGARD. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW.

THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

16. Limitation

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL TECHNOLOGY VALLEY, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE TECHNOLOGY VALLEY SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL

THEORY, WITHOUT REGARD TO WHETHER TECHNOLOGY VALLEY HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE TECHNOLOGY VALLEY SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO TECHNOLOGY VALLEY DURING THE PRIOR TWELVE MONTHS IN QUESTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

17. Entire agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and Technology Valley, the Agreements constitute all the terms and conditions agreed upon between you and Technology Valley and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

Please note, however, that other aspects of your use of the Technology Valley services may be governed by additional agreements. That could include, for example, access to the Technology Valley services as a result of a gift card or free or discounted trials. When you are presented with an offer for such aspects of your use, you will be presented with any related additional agreement, and you may have an opportunity to agree to additional terms. Some of those additional terms are listed on Technology Valley's website. To the extent that there is any irreconcilable conflict between any additional terms and these Terms, the additional terms shall prevail.

18. Severability and waiver

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Technology Valley or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive Technology Valley's or the applicable third party beneficiary's right to do so.

19. Assignment

Technology Valley may assign the Agreements or any part of them, and Technology Valley may delegate any of its obligations under the Agreements. You

may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

20. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold Technology Valley harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of this Agreement; (2) any User Content; (3) any activity in which you engage on or through the Technology Valley Service; and (4) your violation of any law or the rights of a third party.

21. Choice of law, mandatory arbitration and venue

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the Agreements (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the European Union courts in EU country member state selected by Technology Valley.

Technology Valley does not accept any codes of conduct as mandatory in connection with the services provided under this agreement.

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND TECHNOLOGY VALLEY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Technology Valley agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.