

# Terms and Conditions

## **Agreement between User and www.tcengine.com**

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## **Electronic Communications**

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## **Children Under Thirteen**

TC Engine does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.tcengine.com only with permission of a parent or guardian.

## **Links to Third Party Sites/Third Party Services**

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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.

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### **Indemnification**

You agree to indemnify, defend and hold harmless TC Engine, 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 user 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. TC Engine 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 TC Engine in asserting any available defenses.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and TC Engine agree otherwise, the arbitrator may not

consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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### **Termination/Access Restriction**

TC Engine reserves 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 provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and TC Engine as a result of this agreement or use of the Site. TC Engine's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of TC Engine's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by TC Engine with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the 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 TC Engine with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and TC Engine with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records 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**

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

### **Contact Us**

TC Engine welcomes your questions or comments regarding the Terms:

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