

# Terms and Conditions

## Techframe – Sistemas de Informação, SA

### General

This is an agreement ("Agreement") between Techframe – Sistemas de Informação, SA, ("Techframe"), the owner and operator of [www.techframeworld.com](http://www.techframeworld.com) (the "Site", "Products" and "Services") and you ("you" or "your" or "user(s)"), a user of the Site, Products or Services. This Agreement is legally binding and governs your use of our Site, Products and Services.

Throughout this Agreement, the words "Techframe," "us," "we," and "our," refer to our company, Techframe – Sistemas de Informação, SA, and our website, [techframeworld.com](http://techframeworld.com), or our Products and Services, as is appropriate in the context of the use of the words.

By using or accessing our Site and using any of our Products and Services, you acknowledge and agree to these terms and agree to be bound by this Agreement and the Privacy Policy.

We may amend our Terms and Conditions or Privacy Policy from time to time, we will notify you of these changes to our policy. In order to continue using our Site, Products and Services you must agree to all such changes. If you do not agree to the Terms and Conditions or the Privacy Policy, please stop using our Site, Products and Services immediately.

### Limitation of Liability

In no event shall Techframe, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services and products, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our services, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of our products made available via the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

In the event of any problem with this web site, you agree that your sole remedy is to cease using this web site. In the event of any problem with the Products or Services that you have purchased on or through this web site or our company, you agree that your sole remedy, if any, is through this agreement. Techframe is not liable to you or to third parties for any damage, harm, injury or claim that arises from your use of any products purchased from our site or from our company.

### User License and Service Level Agreement

When you purchase any item from our site or our company you are under the terms of the User License for that particular item. You should read it carefully.

When applicable, a Service Level Agreement can be signed and put in action. If so, any usage of the items purchased through our site or company, its warranties and all other aspects are ruled by said Service Level Agreement that supersedes the present Terms and Conditions.

## **Representations and Warranties**

Our Site, Products and Services are offered “as-is”. We make no representations or warranties as to the merchantability of our Site, Products and Services or fitness for any particular purpose. We specifically disclaim all express or implied warranties not stated within this agreement. You agree that you are releasing us from any liability that we may otherwise have to you in relation to or arising from this agreement or our services, for reasons including, but not limited to, failure of our service, negligence, or any other sort. To the extent that applicable law restricts this release of liability, you agree that we are only liable to you for the minimum amount of damages that the law restricts our liability to, if such a minimum exists. We are not liable for any failure of the Products or Services of our company or a third party, including any failures or disruptions, untimely delivery, scheduled or unscheduled, intentional or unintentional, on our website which prevent access to our website temporarily or permanently.

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms and Conditions, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

## **Photos and Videos Copyright Info**

Some of our products include collections of photos or videos. These are copyrighted by their owners, and we have the necessary license to use them in the manner that we have. You can access and view this photos and videos in the way they are presented through our Products or Services. You are under no circumstance authorized to extract, save, copy, redistribute or in any other way give a different usage to said photos and videos.

## **Indemnity**

You agree to defend, indemnify and hold harmless Techframe, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

1. your use of and access to our Products or Service;
2. your violation of any term of these Terms and Conditions;

You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the

party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

## **Force Majeure**

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

## **Severability**

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement are deemed to conflict with each other's operation, Techframe shall have the sole right to elect which provision remains in force.

## **Non-Waiver**

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

## **Assignment**

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

## **Amendments**

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified. You may refuse to agree to the amendments, but if you do, you must immediately cease using our website, our Services and our Products. You must visit this page each time you come to our website and read and agree to it if the date it was last modified is more recent than the last time you agreed to the Agreement.

## **Third Party Links**

We may link to third-party websites from our own website. We have no control over, and are not responsible for, these third-party websites or their use of your personal information. We do not endorse, recommend or vouch for the security of such websites. We recommend that you review their terms of service and privacy policies before accessing and using the third-party site.

## **Choice of Law**

This Agreement shall be governed by the laws in force in Portugal. The offer and acceptance of this contract is deemed to have occurred in Portugal.

## **Forum of Dispute**

You agree that any dispute arising from or relating to this Agreement will be heard solely by a court of competent jurisdiction in or nearest to Lisbon, Portugal. If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorneys' fees, court costs, and disbursements in doing so.

You agree that the unsuccessful party in any dispute arising from or relating to this Agreement will be responsible for the reimbursement of the successful party's reasonable attorneys' fees, court costs, and disbursements.

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