

# TERMS AND CONDITIONS

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By signing up for the StoreSpring service ("Service") or any of the services of Seay Engineering LLC. ("Seay Engineering LLC"), you are agreeing to be bound by the following terms and conditions ("Terms of Service"). Any new features or tools which are added to the current Service shall be also subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on our website. Seay Engineering LLC reserves the right to update and change the Terms of Service by posting updates and changes to the Seay Engineering LLC website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you.

## Account Terms:

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1. You must be 18 years or older to use this Service.
2. You must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the signup process.
3. You are responsible for keeping your password secure. Seay Engineering LLC cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.
4. You may not use the StoreSpring service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of The United States of America and the State of Texas.
5. You are responsible for all activity and content (data, graphics, photos, links) that is uploaded under your StoreSpring account.
6. You must not transmit any worms or viruses or any code of a destructive nature.
7. A breach or violation of any of the Account Terms as determined in the sole discretion of Seay Engineering LLC will result in an immediate termination of your services.

## General Conditions:

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You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy before you may become a member of StoreSpring.

1. We reserve the right to modify or terminate the Service for any reason, without notice at any time.
2. We reserve the right to refuse service to anyone for any reason at any time.
3. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
4. Seay Engineering LLC does not warrant that the service will be uninterrupted, timely, secure, or error-free.
5. Seay Engineering LLC does not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
6. You understand that your Content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.
7. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
8. Seay Engineering LLC does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

9. You expressly understand and agree that Seay Engineering LLC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.
10. In no event shall Seay Engineering LLC or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or this agreement (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
11. Technical support is only provided to paying account holders and is only available via email.
12. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Seay Engineering LLC.
13. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Seay Engineering LLC customer, Seay Engineering LLC employee, member, or officer will result in immediate account termination.
14. We do not claim any intellectual property rights over the material you provide to the StoreSpring service. All material you upload remains yours. You can remove your StoreSpring store at any time by deleting your account. This will also remove all content you have stored on the Service.
15. By uploading images and item description content to StoreSpring.com, you agree to allow other internet users to view them and you agree to allow Seay Engineering LLC to display and store them and you agree that Seay Engineering LLC can, at any time, review all the content submitted by you to its Service.
16. The failure of Seay Engineering LLC to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and StoreSpring and govern your use of the Service, superseding any prior agreements between you and Seay Engineering LLC (including, but not limited to, any prior versions of the Terms of Service).
17. You retain ownership over all content that you submit to a StoreSpring store however, by making your store public, you agree to allow others to view your content.
18. StoreSpring does not pre-screen Content and it is in their sole discretion to refuse or remove any Content that is available via the Service.
19. Questions about the Terms of Service should be sent to support at storespring dot com.

## Payment of Fees:

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1. A valid credit card is required for paying accounts. Free accounts are not required to provide a credit card number.
2. The service will be billed monthly.
3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
4. Seay Engineering LLC does not provide refunds.

## Cancellation and Termination:

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1. You may cancel your account at anytime by emailing support at storespring dot com
2. Once your account is cancelled all of your Content will be immediately deleted from the Service. Since deletion of all data is final please be sure that you do in fact want to cancel your account before doing so.
3. After you cancel your account you will no longer be billed by Seay Engineering LLC for that account.
4. We reserve the right to modify or terminate the StoreSpring service for any reason, without notice at any time.

5. Fraud: Without limiting any other remedies, Seay Engineering LLC may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

## **Modifications to the Service and Prices:**

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1. Prices for using StoreSpring are subject to change upon 14 days notice from Seay Engineering LLC. Such notice may be provided at any time by posting the changes to the StoreSpring Site (storespring.com) or the administration menu of your StoreSpring store via an announcement.
2. Seay Engineering LLC reserves the right at any time to time to modify or discontinue, the Service (or any part thereof) with or without notice.
3. Seay Engineering LLC shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.