

# T28TrojanFoundation.com

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## Terms and Conditions

Last updated: September 24, 2021

Please read these terms and conditions ("terms and conditions", "terms") carefully before using the T28TrojanFoundtion website ("website", "service") operated by Helen Murphy ("I", "my", "we", "her").

### **Conditions of use**

By using this website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to leave the website accordingly. Helen Murphy only grants use and access of this website, its products, and its services to those who have accepted its terms.

### **Privacy policy**

Before you continue using my website, I advise you to read my privacy policy regarding my user data collection. It will help you better understand my website analytical practices.

### **Age restriction**

You must be at least 18 (eighteen) years of age before you can use this website. By using this website, you warrant that you are at least 18 years of age, and are legally able to adhere to this Agreement. Helen Murphy assumes no responsibility for liabilities related to age misrepresentation.

### **Intellectual property**

You agree that all materials, products, and services provided on this website is the property of Helen Murphy, as such, Helen Murphy retains all copyrights, trademarks, and other intellectual property. You also agree that you will not reproduce or redistribute Helen Murphy's intellectual property in any way, including electronic, digital, pirated, or new trademark registrations.

You grant Helen Murphy a royalty-free and non-exclusive license to display, use, copy, transmit, and broadcast the content you upload and publish on her website and blog.

You agree to waive all liability or legal actions against Helen Murphy and her website for any perceived use of materials you allegedly claim as your property. You agree to contact Helen Murphy to request a text description to be added on the website crediting you for such property, but you must provide proof of legal ownership of said property.

### **Warn Notice for Copyright Infringement**

Helen Murphy provides this warn notice she will take aggressive legal action to protect her copyrighted work against any user who violates or infringes in any way, such as copying, using or forwarding her printed, digital, photographic or stored material for use in any media format without her written consent. This specifically includes unauthorized posting and/or sharing my material from this website on Facebook accounts either on individual, group or business pages that potentially misrepresents her work or intentions, therefore, this warn notice advises users they are not allowed to share her information on other Facebook accounts. Helen Murphy is granted the right to choose legal counsel to pursue any violators to the highest extent of the law.

### **External Links Disclaimer**

Helen Murphy provides links to external sites as a convenience and for informational purposes only; they do not constitute an endorsement or an approval of any of the products, services or opinions of the corporation or organization or individual. Helen Murphy bears no responsibility or legal liability for the accuracy, legality, or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content. Use of such external links is at users own risk.

### **Acceptable Use and Conduct**

As a user of this website, you are required to follow all laws pertaining to electronic media. As such you agree not to harass, stalk, data mine, and/or hack other users accounts or this website and its operator. You agree not to falsify your identity or create fake accounts. You agree not to post any offensive material including but not limited to race, sex, hate or politics, create animosity against other users or stir up trouble where non is intended. Helen Murphy has the sole right to remove offensive material and/or delete offender's user account without notice and has no obligation to give notice or explanation for such action.

### **User accounts**

As a user of this website, you may be asked to register with me and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are possible issues regarding the security of your account on the website, you

must immediately cancel your account and notify me of the security issues.

I reserve all rights to terminate accounts, edit or remove content and cancel orders at my sole discretion.

### **Applicable law**

By visiting this website, you agree that the laws of the state of Arizona, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Helen Murphy and you.

### **Disputes**

You agree to relinquish your right to dispute, in any way, related to your visit to this website or to products you may purchase from the website.

### **Indemnification**

You agree to indemnify Helen Murphy and hold Helen Murphy harmless against any legal claims and demands that may arise from your use or misuse of her website services. You agree no claim against Helen Murphy beyond her website service.

### **Limitation on liability**

Helen Murphy is not liable for any damages that may occur to you as a result of your use or misuse of the website.

Helen Murphy reserves the right to edit, modify, and change this Agreement at any time. I will let users know of these changes by posting a prominent notice on the website. This Agreement is an understanding between Helen Murphy as the operator of the T28TrojanFoundation.com website and the user, this supersedes and replaces all prior agreements regarding the use of this website.