

# **TWusa.com Terms of Use**

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### Use Of the Platform

Welcome to Techniweld USA. Please continue reading to learn the guidelines and limitations that apply to your use of our websites, goods, services, and software (collectively, "the Service"). Contact us at <a href="https://helpdesk@twusa.com">helpdesk@twusa.com</a> if you have any questions, comments, or complaints about these terms or the Service.

You and Techniweld USA, Inc. ("Techniweld USA," "we," "our," and "us") are parties to a legally enforceable agreement by and via these Terms and Conditions (the "Terms"). These Terms are in force at all times while you use the Service or any data collected through the Service, and by using the Service in any way, you agree to and accept all of these Terms.

The Platform may only be used for your own noncommercial information and personal usage. These Terms and Conditions (hence "Terms of Use"), the Privacy Policy, the Shipping Policy, and the Cancellation, Refund and Return Policy (collectively the "Policies"), as amended and changed from time to time, shall govern your use of the services and features of the Platform.

You acknowledge that these Terms of Use and the Policies, whether or not you have read them, will apply to you just by accessing or using the Platform. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING AS YOUR ACCESS, BROWSING, OR OTHER USE OF THE PLATFORM INDICATES YOUR UNCONDITIONAL AGREEMENT

TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. Please refrain from using the Platform if you disagree with any of the conditions listed in the Policies or the Terms of Use. You are in charge of ensuring that the material on or accessible through this Platform, as well as your access to it, is legitimate in each jurisdiction from which you access or view the Platform or such material.

Techniweld USA retains the unilateral right to alter any information in the Terms of Use or the Policies whenever it sees fit, without prior notification to its users and at any time. If Techniweld USA decides to alter the Terms of Use or Policies, Techniweld USA will amend the date above and post the updated Terms of Use or Policies on the Site. Any amendment or modification to the Terms of Use and the Policies will take effect as of the date on which they are posted on the Site. Whether or whether you have read the amended Terms of Use and Policies, your continuing use of the Platform following such adjustments indicates your acceptance of such modifications. In order to fully understand the terms and conditions that apply to your use of the Site, you should routinely check these Terms of Use, our Guidelines and Rules, and any other applicable policies, including their dates.

### **Access and Use of Information**

Access to this Web site is limited to viewing the linked Web pages solely for legitimate business purposes to access the information provided by Twusa.com at this Web site. Any access or attempt to access other areas of the Twusa.com computer system or other information contained on the system for any purposes is strictly prohibited. You may not use any information contained on this Web site other than in connection with a legitimate business purpose. You are advised to visit this page regularly in order to keep apprised of any changes in these terms and conditions. In the case of any violation of these terms and conditions, Techniweld USA, LLC. reserves the right to seek all remedies available by law and in equity for such violations.

### **Use License**

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### **Cross Reference Information**

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#### Trademark

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# **Warranties and Representations**

You are given access to this website "AS IS." We do not guarantee the correctness, completeness, reliability, or any other aspect of the use or outcome of the display of the contents on the site. Techniweld USA is not responsible for any losses incurred by users who rely on this site's depictions of the Content either directly or indirectly.

You agree that this Site is only made available in accordance with the Terms of Use. Certain factors outside of our reasonable control, such as, without limitation, the unavailability, in operation, or interruption of the internet or other telecommunications services, or as a result of any maintenance or other service work carried out on this Site, may prevent your uninterrupted access to or use of this Site on this basis.

Techniweld USA reserves the right to alter or remove any part or aspect of the Site at any time, including but not limited to the content, accessibility requirements, and

technical specifications for use or access. Additionally, the Site may stop distributing any information or information categories altogether. In the event that you are unable to access or use the Site, Techniweld USA disclaims all liability and will not be held liable for any resulting loss or damage.

Techniweld USA wants to give its users general knowledge about beauty and healthcare issues through the Site and its goods. The website allows visitors to communicate with Techniweld USA and its staff by asking questions that help them learn more about general health and beauty-related information. The information shared via chat or emails exchanged with Techniweld USA, its employees, or representatives (collectively referred to as "Information") in support of any communication made by the user with Techniweld USA, its employees, or representatives is based on the background provided by the user. This includes postings made on the Site or social networking sites, such as the Facebook page for the Site. The Information is not intended for use in making personal medical recommendations or in diagnosing or treating patients. Although Techniweld USA takes reasonable steps to ensure that the Information is accurate, Techniweld USA neither guarantees nor accepts any liability for the Information's accuracy, completeness, suitability, or usefulness. Users are urged to see a licensed medical professional for advice on any specific medical conditions or issues. Any user who relies on the information offered by Techniweld USA or its agents or employees does so at their own risk. Techniweld USA, its employees, representatives, or affiliates are not in any way responsible for the information or the results of using it.

Users shall not imply or assume that any general information posted on the Site pertains to them specifically.

# **Restriction of Liability**

Techniweld USA, LLC will not be liable for any damages or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure.

### **Termination**

Unless and until you or Techniweld USA terminate them, these Terms of Use are in force.

The Terms of Use are terminable at any point as long as you stop using this website going forward. The Terms of Use are subject to termination by Techniweld USA at any time and without prior notice. If Techniweld USA does so, it will not be liable to the Site and would obstruct your access to the Site.

You must immediately destroy any materials downloaded or otherwise received from this Site, along with any copies of those materials created, whether in accordance with the Terms of Use or otherwise, upon any termination of the Terms of Use by either you or

Techniweld USA. Any such termination of the Terms of Use shall not affect any liability that may have arisen under the Terms of Use or affect your obligation to pay for the product you have already ordered from the Site.

# **Indemnity**

You consent to defend, hold harmless, and indemnify Techniweld USA, its holding subsidiaries, affiliates, partners, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses, including attorney's fees, resulting from or arising out of claims based on your actions or inactions that may cause Techniweld USA or any third party to suffer loss or liability, including After the Terms of Use expire or are terminated, this clause will remain in effect.

# **Rules of Law and Applicable Courts**

The Policies and the Terms of Use shall be interpreted in accordance with the laws of India, as applicable. The Courts at **Georgia** shall have exclusive jurisdiction over any proceedings arising therefrom.

Any disagreement or dispute between the parties hereto regarding the interpretation or otherwise of the Terms of Use and other Policies on the Site shall be submitted to an impartial arbitrator who will be chosen at random, and whose decision shall be final and binding upon the parties hereto.

# **Complete Agreement**

The remainder of these Terms of Use shall remain in effect if any part of these Terms of Use is found to be invalid or unenforceable in accordance with applicable law, including, but not limited to, the warranty disclaimers and liability limitations stated above. In such a case, the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intention of the original provision. It replaces all past or contemporaneous discussions and proposals, whether electronic, oral, or written, and, unless otherwise provided herein, these Terms of Use represent the entire agreement between you and Techniweld USA with respect to the Site/services.

If Techniweld USA does not take action in response to a breach by you or another party, this does not mean that it will not take action in the future in response to the same or other breaches.

#### **Contact Us**

If you have any questions or concerns about Techniweld USA Terms of Use, please do not hesitate to contact us via our website or email us at: helpdesk@twusa.com

# **Cookie Policy**

To provide the best user experience and to make full use of the personalized features on our website, your computer, tablet or mobile phone will need to accept cookies, as we can only provide you with certain personalized features of this website by using them.

Cookies are not harmful and do not store sensitive information such as your name, address or payment details. You can manage the cookies we use in your browser settings.

# **Types of Cookies**

### Strictly necessary cookies

These cookies are generally used to store a unique identifier to manage and identify you as unique to other users currently viewing the website, in order to provide you with a consistent and accurate service.

We use these to remember previous actions (e.g., entered text) when navigating back to a page in the same session, managing logins and other security features, and to route visitors to specific versions of a site and to remember items put into an online shopping basket.

### **Functionality cookies**

These cookies will typically be the result of something you do but might also be implemented in the delivery of a service not explicitly requested but offered to you. They can also be used to prevent you being offered a service again that had previously been offered to you and rejected.

We use these to remember settings such as layout, font, preferences, colors; to remember a choice such as not to be asked again to complete a questionnaire or consent to cookies; to provide information to allow an optional service such as a live chat session or to fulfil a request from you to submit a comment.

#### Targeting or advertising cookies

These cookies contain a unique key that is able to distinguish individual users' browsing habits or store a code that can be translated into a set of browsing habits or preferences using information stored elsewhere. Cookies may also be used to limit the number of times a user sees a particular ad on a website and to measure the effectiveness of a particular campaign.

We use these in a number of ways, including online through managed social media presences, and on other unaffiliated sites. To understand how our advertising campaigns are performing, we may collect certain information via our Sites through our advertising service providers. We or our suppliers use several common online tracking tools to

collect this information, such as browser cookies, web beacons and other, similar technologies. The information we collect includes the IP addresses, the number of page visits, pages viewed via our sites, search engine referrals, browsing activities over time and across other websites following your visit to one of our sites or applications, and responses to advertisements and promotions on the websites and applications where we advertise.

We also use certain information to:

- Present tailored ads, including banner ads and splash ads that appear as you login or off of your online accounts via our website
- Identify new visitors to our website Recognize returning visitors Advertise on other websites and mobile apps not affiliated with us Analyze the effectiveness of our advertisements and email campaigns Better understand our audience, customers, or other site visitors, and determine whether you might be interested in new products or services.

#### **Pixels**

You cannot delete pixels but you may be able to disable them by disabling cookies or by using browser add-ons or extensions. Some pixels in emails can be disabled by selecting an option in your email application not to download images.

To give or withdraw consent to cookies, please adjust your browser settings. Most advertising cookies are "third party" cookies and you can block them in one go using your browser settings.

There are different browsers and manufacturers upgrade them frequently. The best way to get the right instructions is to go to the manufacturer's support page and search for the browser name and your cookie query.

### **Further information**

To find out more about cookies, including how to see what cookies and other technologies have been set and how to manage and delete them, please visit all about cookies and your online choices.

#### **Contact Us**

If you have any questions or concerns about Techniweld USA Cookie Policy, please do not hesitate to contact us via our website or email us at: <a href="mailto:helpdesk@twusa.com">helpdesk@twusa.com</a>

# **Privacy Policy**

The commitment of Techniweld USA, Inc. ("Techniweld USA," "us," "we," or "our") to safeguarding the privacy of its clients and end users. We appreciate your confidence in us. As a result, we demand the highest standards for private customer information and safe transactions.

This Privacy Statement ("Policy") outlines the categories of personal information we may collect from Users, the reasons we may collect such information, how we may use such information, the recipients of such information, and the choices that may be made by users in relation to such use. The user-shared sensitive and personal information won't be disclosed by us unless this Policy is followed. Do not use the Site if you disagree with any of the conditions listed in this Policy.

Without prior notification, Our Policy may change at any time. Following any such modifications to the Policy, your continued use of the Site will be deemed your acceptance of the modified Policy and agreement to be bound by such modifications. Your personal information and sensitive information will continue to be used by us in accordance with the Policy in place prior to the change even if you stop using the Site after the policy has changed but do nothing with regard to it. You are in charge of periodically reading this Policy to be informed of any updates.

### The information we collect and how we collect it

Techniweld USA collects the following personally identifiable information when customers register with our Site:

- Customer name
- E-mail address
- User ID and password
- Billing address and telephone number
- Shipping address and telephone number (if different from billing address)
- Job title

When customers purchase products at our Site, we retain information concerning those product purchases.

### Collection and Use of Personal Information

We may collect personal information that you provide us when you:

- Purchase, order, return, exchange or request certain information about our products and services;
- Request a quote and/or purchase one of our installation services for your home or office;
- · Request warranty or product repair services;
- Contact a Call Center or customer care desk;
- Visit or register with our Sites or participate in another feature of our Sites, such as a bulletin board;
- Enter into a contest or sweepstakes or respond to one of our surveys; or provide us with comments or suggestions.

### Use of the Information Collected

The information that Techniweld USA gathers from site visitors and customers is used, among other things, to enhance the site's content, better service customers, and give site visitors and customers a more tailored purchasing experience. The information gathered may also be used by Techniweld USA for any other legitimate and legal business purposes, including notifying site users of updates to the website or the release of new goods. Techniweld USA has the right to disclose information to any successor to Techniweld USA's interest as well as to suppliers, financial institutions, and third-party service providers. In order to protect its legal interests and assert its legal rights, Techniweld USA may be required to provide information on any visitor to the site in response to subpoenas, investigative requests (with or without a subpoena), and other legal processes.

### California Residents

This Privacy Policy for California Residents is an adaptation of the general Privacy Policy for compliance with the California Consumer Privacy Act ("CCPA"). Under California Civil Code sections 1798.83–1798.84 California residents may request the names and addresses of affiliated companies and categories of Personal Information we share for their direct marketing purposes. If you are a California resident and would like to make such a request, please contact us at: helpdesk@twusa.com

# **Website Security**

Site security is a top focus for Techniweld USA. The security mechanisms put in place to secure and protect any personally identifiable information from loss, abuse, and alteration are continuously reviewed and updated by Techniweld USA.

# **Cookies and Other Technology Information**

A cookie is a little file that a website places on your computer to identify you specifically (each, a "Cookie"). In order to provide clients with content that is more individualized, Techniweld USA uses cookies to track new users to the site and identify returning visitors. Techniweld USA uses cookies to help with site customization. This website uses cookies; however, they don't hold any personally identifiable data. Customers cannot be identified by Techniweld USA unless they freely submit that information. Important Notice: You won't be able to use this Site if you set up your computer to block or delete cookies.

# **Use of Google Analytics**

Techniweld USA uses Google Analytics. To understand how Google Analytics collects and processes data, please access their Privacy Policy here: Google Analytics Privacy Policy

# How to set your cookie preference

Newer browsers provide sophisticated controls for accepting or rejecting cookies, including the ability to notify you when your browser encounters a cookie at a Web site. Refer to your browser or ISP's help feature to find out more about how to set these controls.

Techniweld USA also contracts with a third-party data collection and reporting service ("Third Party Service") to collect information regarding Site visitors and their use of this Site. The Third-Party Service uses Cookies on Techniweld USA's behalf to collect such information. Techniweld USA uses this information to provide Site and service enhancements for customers and Site visitors. The Third-Party Service is contractually prohibited from using information obtained in the course of providing these services to Techniweld USA in any manner other than solely for Techniweld USA's business purposes. Nevertheless, Techniweld USA respects your right to choose whether to be included in the services the Third-Party Service provides to Techniweld USA. If you would like to opt out of those services completely, please click here.

# **Setting Your Cookie Preference**

You can adjust your computer browser settings so that you are informed when a cookie is being placed on your browser. You can also set your browser to decline or accept all cookies. However, you must accept cookies if you need to access pages on the Site that enable you to review or use your confidential account information. These cookies are essential for Site administration and security.

### Links

This Site may be linked to other sites that are not owned, maintained or operated by Techniweld USA and not subject to the same Privacy and other Policies. Techniweld USA is not responsible of the content of those sites or the use of any information collected from you by those sites. The inclusion of any link to such sites does not imply any recommendation or sponsorship of such sites and Techniweld USA disclaims any liability for links: (i) from another website to this Site, and (ii) to another website from this Site.

IF A CUSTOMER CHOOSES NOT TO HAVE PERSONALLY IDENTIFIABLE INFORMATION SHARED WITH THIRD PARTIES, THE CUSTOMER CAN EASILY OPTOUT.

In addition to the transfers of personally identifiable information described above, in the event an Techniweld USA business is purchased by a third party, the personally identifiable information used by that Techniweld USA business will be transferred to the purchaser together with all the other assets purchased.

### **Opting out**

At Techniweld USA, the choice is in the hands of our customers. Our customers may have their information removed from third party (and internal Techniweld USA) distribution at any time by simply choosing to opt out. When corresponding please include your Techniweld USA account number. Opting out will remove a customer's access to Techniweld USA's website to place orders and view account-specific information.

When customers use this site, they are consenting to this policy. Techniweld USA reserves the right to change this policy at any time. All changes will be posted on this page. Your continued use of the Site will constitute your acceptance of such changes. Check back regularly for the latest privacy policy information.

#### **Contact Us**

If you have any questions or concerns about Techniweld USA Privacy Policy, please do not hesitate to contact us via our website or email us at: helpdesk@twusa.com

# **Job Applicants Privacy Statement**

Your privacy is important to Techniweld USA and its subsidiaries ("Techniweld USA, LLC"). Our Job Applicant Privacy Statement explains Techniweld USA commitment to protecting your privacy. Please review this statement before submitting an online job application.

# **Notice for applicants within the United States**

Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. Techniweld USA participates in E-Verify. We will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization. Important: If the Government cannot confirm that you are authorized to work, this employer is required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment.

# **Submitting Information to Techniweld USA**

Your application and information, which includes "personal data" submitted while using a website, will be held in confidence and only be used by Techniweld USA for job application/recruitment purposes, human resources analysis, and employment purposes. Unless legally required to do otherwise, Techniweld USA will share your data only with those vendors hired to provide employment verification services for Techniweld USA or Techniweld USA human resource services providers, but always under conditions of confidentiality. Techniweld USA will not trade or sell your personal information for use by any other company without your prior consent.

The information you submit will be accessible only by the Techniweld USA personnel involved in the job application and recruitment processes. BY TRANSMITTING INFORMATION TO TECHNIWELD USA VIA A WEBSITE, YOU EXPLICITLY CONSENT, UNDERSTAND AND AGREE THAT TECHNIWELD USA MAY USE THAT INFORMATION FOR JOB APPLICATION/RECRUITMENT, HUMAN RESOURCES ANALYSIS, AND EMPLOYMENT PURPOSES. THIS INCLUDES:

- Circulating the information to various Techniweld USA managers and supervisors;
- Using this information to evaluate you as a candidate for a position with Techniweld USA
- Disclosing the information to Techniweld USA managers or supervisors who may have a position for which you appear to be qualified

- The transmission and storage of your information to a secure data center in the US, managed by an application service provider chosen by Techniweld USA. This transmission to the US is secured through the application service providers safe harbor certification;
- If a job offer is extended, your information may also be shared with a Techniweld USA vendor assisting in the hiring process
- Using the information to comply with applicant and workforce reporting requirements as mandated by law

#### Personal Data

The local Techniweld USA affiliate where you apply for a job opportunity, its affiliates, and contracted parties will process your personal data throughout the recruiting process for job application/recruitment reasons, human resources analysis, and employment purposes. You have the right to view your data, make changes to it, and have it erased. You also have the right to object to how your data is being processed. If there are no legal restrictions, answers to requests asking personal data are voluntary. By using a website to apply for a job with Techniweld USA, you consent to withholding any personally identifiable information that is not expressly required to be provided in support of your application or as part of your individual profile in our applicant tracking system. Racial or ethnic origin, political opinions, religious or philosophical beliefs, religious, party, or trade-union membership, as well as information on one's health, genetic makeup, addictions, or sex life, are all examples of personal sensitive data. Convictions, sentence decisions, fines, and other decisions made in court or administrative proceedings are also examples.

# Information Collected by Placing a "Cookie" On Your Computer

"Session cookies" may be used on Techniweld USA's website for job applications. When you visit the website, a session cookie is utilized to assign your computer a special, computer-generated identifier. A session cookie, which expires when your browser is closed, does not personally identify you. Session cookies can be used to gather statistical data about how users interact with a website.

#### Access to Personal Information

By logging in with your user's name and password, you can at any time review, modify, or update the personal information that you have provided to us on the job search website.

Or you can email <a href="mailto:careers@twusa.com">careers@twusa.com</a> with your request to delete stored information.