



Terms and Conditions

This website is operated by Top Tier Solutions. Throughout the site, the terms “we”, “us” and “our” refer to Top Tier Solutions` offers on this website, including all information, tools, and services available from this website to you, the customer, conditioned upon your acceptance of all terms, conditions, policies and notices stated.

By visiting our website and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms and Conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, customers and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features or tools which are added to the current store shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page.

We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1. Online Store Terms

1. By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your state or country of residence, or that you have given us your consent to allow any of your minor dependents to use this site.
2. You may not use our products 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 applicable copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

2. Intellectual Property

1. All Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Top Tier Solutions, our affiliates or other relevant third parties. By continuing to use the website you acknowledge that such material is protected by applicable United States and International intellectual property and other relevant laws.
2. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the website unless otherwise indicated on the website or unless given express written permission to do so by Top Tier Solutions.

3. General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

4. Accuracy, Completeness and Timeliness of Information

1. We are not responsible if information made available on this website is not accurate, complete



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or current. The material on this website is provided for general information and educational purposes only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this website is at your own risk.

2. This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

5. Basis of Sale and Service

1. Top Tier Solutions' employees or agents are not authorised to make any representations concerning the Products unless confirmed by Top Tier Solutions in writing. In entering into this agreement, you acknowledge that you do not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
2. Sales literature, price lists and other documents issued by Top Tier Solutions in relation to the Products are subject to alteration without notice and do not constitute offers to sell the Products which are capable of acceptance.
3. An order placed by you may not be withdrawn cancelled or altered prior to acceptance by Top Tier Solutions and no contract for the sale of the Products shall be binding on Top Tier Solutions unless Top Tier Solutions has accepted your order in writing.
4. Any typographical, clerical, or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Top Tier Solutions shall be subject to correction without any liability on the part of Top Tier Solutions.

6. The Products

1. The specification for the Products shall be those set out on Top Tier Solutions' website unless varied expressly in the Customer's order (if accepted by Top Tier Solutions). The Products will only be supplied as specified on Top Tier Solutions' website.
2. Products shown for sale are prone to be stopped from sale at any time.
3. Top Tier Solutions reserves the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Products are to be supplied to Top Tier Solutions' specification, which do not materially affect their quality or performance.
4. No order which has been accepted by Top Tier Solutions may be cancelled by the Customer except with the Agreement in writing of Top Tier Solutions on the terms that the Customer shall indemnify Top Tier Solutions in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by Top Tier Solutions as a result of cancellation.

7. Price

1. The price of the Products and Services shall be the price listed in accepted order current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by Top Tier Solutions and the Customer.
2. Top Tier Solutions reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to Top Tier Solutions which is due to any factor beyond the control of Top Tier Solutions (such as, without limitation, alteration of duties, significant increase in the costs of labor, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Products which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Top Tier Solutions adequate information or instructions.



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3. Except as otherwise stated under the terms of any accepted order or in any price list of Top Tier Solutions, and unless otherwise agreed in writing between the Customer and Top Tier Solutions, all prices are inclusive of Taxes.

8. Payment

All payments required to be made pursuant to this Agreement by you shall be made immediately upon placing the order, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

9. Delivery and Performance

1. Delivery of the Products shall be made by Top Tier Solutions delivering the Products to the e-mail address and account specified in the accepted order. The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by Top Tier Solutions in writing.
2. With effect from the Commencement Date Top Tier Solutions shall, in consideration of the amount(s) being paid in accordance with the accepted order will provide the services expressly identified or otherwise agreed under this Agreement.

10. Return and Policy

All Sales Are Final. We do not offer refunds under any circumstances as we provide digital products and services, so returns and exchanges do not apply. We do not offer any kind of returns or exchanges.

11. Usage License

1. Depending on the product you have chosen, the Product may consist of graphics, visual and audio elements (each, a "Component," and collectively "Components," of the Product); the Product may include groups of Components. This Usage License defines your rights to the Components you have elected to receive as part of your product.
2. In general, for each license you have acquired for the Product, one individual is authorized to use the Product according to the terms of this Usage License. Unless expressly stated otherwise, the Product may not be separated for use by more than the one individual authorized to use the Product.
3. Components that you receive as part of the Product may have their own licenses, services level agreements or other agreements (each, a "Component Agreement"). In the event of inconsistencies between this Usage License and any Component Agreement, the terms of the Component Agreement shall control.
4. Specifically, by agreeing to this Usage License you agree to the corresponding Component Agreement.
5. You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
6. Without prejudice to any other rights, Top Tier Solutions may cancel this Usage License if you do not abide by the terms and conditions of this Usage License, in which case you must not use the Product and all of its component parts.
7. You agree that Top Tier Solutions and its affiliates may collect and use technical information you provide as a part of support services related to the Product. Top Tier Solutions agrees not to use this information in a form that personally identifies you.
8. The Product is licensed as a single product. Its component parts may not be separated for use.
9. Top Tier Solutions grants you, a personal, nonexclusive license to use up 1 copy of each of the Components that you have a license for in the Product.
10. For the documentation, Top Tier Solutions grants you a worldwide, nonexclusive, non-transferable, royalty-free right to make, use, solely for internal use by 1 end user.
11. The Limited Warranty referenced below is the only express warranty made to you and is



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provided in lieu of any other express warranties (if any) created. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Top Tier Solutions and its suppliers provide the Product and Digital services **AS IS AND WITH ALL FAULTS**, and hereby disclaim all other warranties and conditions, either express, implied, or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support services. **ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.**

12. To the maximum extent permitted by applicable law, in no event shall Top Tier Solutions or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the product, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this Usage License, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of Top Tier Solutions or any supplier, and even if Top Tier Solutions or any supplier has been advised of the possibility of such damages.

12. Billing and Account Information

1. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
2. You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

13. Third-Party Links

1. Certain content, products, and services available via our Service may include materials from third parties.
2. Third-party links on this website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.
3. We are not liable for any harm or damages related to the purchase or use of products, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

14. Personal Data

1. For the purposes of applicable data protection legislation, the Top Tier Solutions will process



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any personal data you have provided to it in accordance Privacy Policy available on the Top Tier Solutions website or on request from Top Tier Solutions.

2. You agree that, if you have provided Top Tier Solutions with personal data relating to a third party (a) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to Top Tier Solutions and (b) that you have brought to the attention of any such third party the Privacy Notice available on the Top Tier Solutions' website or otherwise provided a copy of it to the third party. You agree to indemnify Top Tier Solutions in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

15. Errors, Inaccuracies and Omissions

1. Occasionally there may be information on our website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
2. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

16. Prohibited Uses

1. In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.
2. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

17. Disclaimer of Warranties; Limitation of Liability

1. We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
2. We make no express or implied representations or guarantees to the reliability or accuracy of the information contained.
3. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all



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implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

4. We shall not be held responsible for any direct or indirect special, consequential, or other damage of any kind whatsoever suffered or incurred, related to the use, viewing or reading of, or the inability to access or read, view or use of our digital downloads. The author of our digital downloads is not responsible or liable, under any circumstances, for what and how our digital downloads is used for.
5. We are not responsible or liable for any actions and results in relation to reading and/or watching our digital downloads. Thus, under no circumstances will you or any other individual or legal entity, be able to undertake any legal action against the author of our digital downloads.
6. In no case shall Top Tier Solutions, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.
7. Top Tier Solutions accepts no responsibility or liability for any adverse consequences resulting directly or indirectly from the use of our digital downloads.
8. We are not responsible for your personal actions or choices before, during or after using any of our digital downloads. You understand that any use of our digital downloads, suggestion, recommendation, information is at your own risk, with no liability on our part. You accept full responsibility for your use, or non-use, of any information provided by us through any means whatsoever. Your use, or non-use, of this information is at your own risk, and you absolve us of any liability or loss that you or any other person, may incur from your or their use or non-use of the Top Tier Solutions digital downloads, or information provided by Top Tier Solutions. If you have any concern, please consult a physician or any other medical specialist.
9. Nothing in these terms and conditions excludes or restricts Top Tier Solutions' liability for death or personal injury resulting from any negligence or fraud on the part of Top Tier Solutions.
10. Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

18. Indemnification

You agree to indemnify, defend and hold harmless Top Tier Solutions and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns 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 these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

19. Previous Terms and Conditions



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In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

20. Availability of the Web Site

1. The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
2. Top Tier Solutions accepts no liability for any disruption or non-availability of the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

21. Termination

1. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
2. These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
3. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

22. Entire Agreement

1. The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.
2. These Terms and Conditions and any policies or operating rules posted by us on this website or in respect to the service constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).
3. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

23. Changes to Terms of Conditions

You can review the most current version of the Terms and Conditions at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

24. Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

25. Binding Arbitration



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1. If we are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.
 2. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA Website www.adr.org.
 3. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules.
 4. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either Party.
 5. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law.
- 26. Class Action Waiver**
- The parties agree that (i) no arbitration proceeding hereunder whether a consumer dispute or a business dispute shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated, and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding. The parties agree to arbitrate a consumer dispute or business dispute on an individual basis, and each waives the right to participate in a class action.
- 27. Waiver of Jury Trial**
- Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this agreement or the transactions contemplated hereby.
- 28. Governing Laws**
- These terms and the relationship between you and us shall be governed by the laws of New York, United States and you agree to submit to the exclusive jurisdiction of the Courts of NYC.