

Introduction

English, Not Legalese

Most Terms of Use and Privacy Policy documents are unreadable. They are written by lawyers and for lawyers, and in our opinion are not very effective.

Because **we believe in establishing long-term relationships with our customers**, we decided to use plain English instead as much as possible, to make our terms as clear as possible.

When you read *Chatigy* or *we* below, it refers to Tech Gadol, LLC ([contact information](#)), its affiliates and agents.

Should you have other questions or concerns about this document, please call us at + (301) 580-3432 or send us an e-mail at infor@ultimatetechnical.com.

Using Chatigy Means Accepting These Terms

By accessing or using Chatigy in any way, whether you have created your own account or are invited to someone else's chat, or are just browsing around, you agree to and are bound by the terms and conditions written in this document.

If you do not agree to all of the terms and conditions contained in this document, do not access Chatigy.

This Is a Living Document

This is a living document. With your help, we want to make it the best in the industry.

If you read something that rubs you the wrong way, or if you think of something that should be added, please get in touch! We're all ears! Email info@ultimatetechnical.com and we'll chat.

Breach of Terms

If you breach any of the terms and conditions in this document, your authorization to access or use Chatigy automatically terminates. Any materials downloaded or printed from Chatigy in violation of the Terms of Use must be immediately destroyed.

We may block, restrict, disable, suspend or terminate your access to all or part of Chatigy at any time in our sole discretion, without prior notice or liability to you. To this day, we have never had to do this, and we hope it never happens.

If you think we removed your access by mistake, [get in touch](#) and we'll give you our reasoning.

Support

Support for Chatigy is provided via email at info@ultimatetechnical.com

We take pride in providing excellent customer support, but we are also a small team and value our work/life balance. This means that although we'll try our best, **we do not guarantee 24 / 7 support.**

Access to Your Data / Privacy Policy

What Personal Data Do You Collect and Why?

We collect the following personal data:

Name

E-mail address

Chat messages
IP Address

We use cookies to identify whether you have logged in to your Chatigy account. Therefore, your browser must be enabled to accept cookies from Chatigy in order for you to use Chatigy.

We collect the IP addresses of everyone who registers with Chatigy. This information is used for debugging and analytics purposes, and our logs are kept for 2 weeks. IP addresses and log information can be shared with Chatigy account owners upon request.

The Personal Data we collect is not shared with third parties.

Who Can See My Password?

No-one. We use OAuth for authentication. They're the industry leader, and that's all they do. They can store your password much more safely than we can. Learn more about Auth0 security here: [Auth0 Security & Privacy](#).

It is your sole responsibility to keep your user name, password and other sensitive information confidential. If you become aware of any unauthorized use of your account or any other breach of security, you must notify Balsamiq immediately.

If you forget your password, we send you a secure link via email that lets you reset it.

User management is done inside Chatigy. We have Google and Facebooks integration, and OAuth at the moment.

We will never change a password for you.

How Can I Access or Correct My Information?

You can access all your personally identifiable information that we collect online and maintain by logging in to Chatigy and clicking on the Profile tab.

You can delete your account and all data we collected from you, and they will be destroyed from our database immediately, with no way for us to recover them.

What Are the System Requirements for Using Chatigy?

A modern web browser (IE11 or Edge, Chrome 49+, Firefox 53+, Safari 9+) with cookies and javascript enabled is all that's needed.

What Are the Guidelines Chatigy Follows When Accessing My Data?

- We restrict who at Chatigy can access customer data to only senior members of the team, and never to outside parties.
- We only do it in response to a customer support question.
- We only do it in order to debug and fix the issue.
- We never make changes to anything unless explicitly requested the Chatigy member.
- If a Site Owner or a staff member asks us to look into a site in order to debug a software issue, we will go in and look at that site and possibly make minor edits in Chatigy in order to fix the issue.
- We never share what we see with other customers or the general public.
- We might give access to US authorities if requested in writing. We'll try not to, but we don't have the resources to fight the government. We'll also keep you informed as much as we can if this happens.

Who Else Has Access to My Data?

We host our data on Amazon Web Services (AWS). Specifically, our database runs on RDS. Amazon employees have access to this data. Here's their [privacy](#)

[policy](#). Amazon controls physical access to their locations. We don't control physical access to our locations, other than standard locked doors.

We use secure private keys when accessing Chatigy servers via SSH.

We log application data (username, user IP, email). We rotate logs with 14-days conservation.

How Is My Data Protected from Another Customer's Data?

All of our customers' data resides in the same database. We use software best practices to guarantee that only people who you designate as viewers of your data can access it. In other words, we segment our customer data via software. We do our best and are very confident we're doing a good job at it, but, like every other web app that hosts their customers data on the same database, cannot guarantee that a sophisticated hacker cannot access other people's data.

How Are You Protecting My Data from Hacker Attacks?

Security is one of the main reasons we chose Amazon Web Services as the infrastructure provider for Chatigy. It has the best track record out there, look at [this article](#) for instance.

To see all the steps Amazon takes to protect the data saved on its services, take a look at the extensive [Security And Compliance Center](#) and the security-related [white papers](#). It's what makes us sleep well at night. AWS is ISO/IEC 27002 certified.

Our Chatigy service has never been compromised so far.

Should our systems get compromised, we will replace the server(s) that have been hacked with new ones (we can do this with very few clicks). If this doesn't stop the attack, we'll shut down the service until we can fix the vulnerability. We will also hire outside experts to help us and verify that we're safe to resume service.

What Should I Do If I Find a Security Vulnerability in Chatigy?

If you have discovered a security concern, please email us at info@ultimatetechnical.com . We'll work with you to make sure that we understand the scope of the issue, and that we fully address your concern.

Please act in good faith towards our users' privacy and data during your disclosure. We won't take legal action against you or administrative action against your account if you act accordingly: White hat researchers are always appreciated.

Can I Run Chatigy on My Own Servers, behind the Firewall?

No, and it's not planned.

Intellectual Property Rights

Who Owns Chatigy Materials?

Chatigy Materials are all the information, data, documents (e.g. white papers, press releases, datasheets, FAQs, etc.), communications, downloads, files, text, images, photographs, graphics, videos, webcasts, publications, content, tools, resources, software, code, programs and products on Chatigy produced by Chatigy.

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You agree not to copy, republish, frame, download, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer the Chatigy service or Chatigy Materials or any portions of them.

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- Chatigy Materials on Chatigy may not be distributed or sold, rented, leased, licensed or otherwise made available to others.
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- The rights granted to you constitute a license and not a transfer of title.
- Any Chatigy Materials made available only upon payment of a fee may only be viewed, downloaded and printed subject to your payment of such fee.

Who Owns the IP of Chats on my site?

Chatigy does not claim intellectual property rights over chat messages created on Chatigy.

You acknowledge and agree that Chatigy has no liability of any kind should anyone you granted access to your content modify, destroy, corrupt, copy or distribute it, or violate the terms of use or other limitations that you may impose on the use of your shared content.

Chatigy employs a profanity filter on public chat messages. Beyond that, Chatigy does not pre-screen chat messages that users provide or otherwise submit via Chatigy; however, Chatigy may remove any posted or submitted user chat messages from Chatigy for any reason without notice in its sole discretion. By using Chatigy, you represent and warrant that you own or otherwise control all of the intellectual property rights and other rights to your user materials as described in these Terms of Use.

You are solely and entirely responsible for all of the chat messages that users post or otherwise submit via Chatigy. You shall assume all risks associated with the use of your user materials including any reliance on the accuracy, completeness or usefulness of your user materials. Chatigy does not guarantee the accuracy, integrity or quality of your user chat messages. You acknowledge and agree that by accessing or using Chatigy, you may be exposed to user chat messages from others that are offensive, indecent or otherwise objectionable.

Reliability

Do You Guarantee That Chatigy Will Be Accessible at All Times?

In short, we do not. Like all other cloud-based applications, we are vulnerable to the inherent unreliability of the Internet. We do not offer contracted SLA for availability to Chatigy and your data.

That said, high reliability is something we are proud of and something we deliberately chose to compete on. We have developers, system administrators and support staff on call, 24 / 7.

We monitor Chatigy closely and have set up automated alarms to be notified (via email and SMS) when the Chatigy service is under stress, so that we can deal with the issue before it becomes a problem that might impact customer access.

You acknowledge and agree that Chatigy shall not be liable for any failure to store your materials on Chatigy at any time.

How Quickly Can You Recover from a Data Center Disaster?

This depends on the scale of the disaster, of course.

We spread our app servers amongst several [availability zones](#) within the us-west-2 region, and have survived several outages in one or more zones without any downtime.

Should the whole us-west-2 region be affected by an outage, it would probably take us up to a week to set up everything in a new region, assuming we'd still be able to get to our backup data.

Play Nice Clauses

Use of Chatigy

You agree that you shall not:

- Collect, harvest, mine or engage in any other activity to obtain e-mail addresses, phone numbers, personal information or any other information about others.

- Use or attempt to gain access to or use another's user or company account, password, data, or computer systems or networks connected to any Chatigy server, whether through hacking, password mining or any other means.
- Access or attempt to access any material that you are not authorized to access.
- Use any materials in any manner that infringes any intellectual property rights or other rights of any party.
- Disrupt or interfere with the security of, or otherwise cause harm to, the Chatigy service, Chatigy Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through Chatigy or any affiliated or linked sites.
- Transmit unsolicited or bulk communications to any Chatigy account holder or to any Chatigy or affiliated e-mail address.
- Post or otherwise submit any software, programs or files that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan horses, viruses and worms.
- Create a false identity for the purpose of misleading others.
- Download any materials posted by another that you know, or reasonably should know, cannot be legally reproduced, distributed, performed or displayed in such manner.
- Disrupt, interfere or inhibit any other user from using and enjoying the Chatigy service or other affiliated or linked sites, materials or services.
- Access or use Chatigy in any manner that could damage, disable, overburden or impair any Chatigy server or the network(s) connected to any Chatigy server.
- Violate any applicable laws or regulations related to the access to or use of Chatigy, or engage in any activity prohibited by the Terms of Use.
- Post or otherwise submit any topic, name, material or information that is child pornography, defamatory, excessively violent, harassing, inappropriate, indecent, lascivious, lewd, obscene, profane, racist, unlawful, or otherwise objectionable.
- Prepare, compile, use, download or otherwise copy any Chatigy user directory or other user or usage information or any portion thereof, or

transmit, provide or otherwise distribute (whether or not for a fee) such directory or information to any third party.

- Violate the rights of Chatigy or any third party (including rights of privacy and publicity) or abuse, defame, harass, stalk or threaten another.
- Use any Chatigy or Tech Gadol domain name as a pseudonymous return e-mail address.
- Market any goods or services for any business purpose (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Chatigy.

Materials and Services provided by third parties are governed by separate agreements accompanying such materials and services. Tech Gadol offers no guarantees and assumes no responsibility or liability of any type with respect to the third-party services, including any liability resulting from incompatibility between a third-party service, Chatigy Materials, the Chatigy service or another third-party service. You agree that you will not hold Chatigy responsible or liable with respect to the third-party services.

Special Treatment for Spammers

In the event of your or others' access to or use of the Chatigy service in connection with the transmission of spam unsolicited e-mail or postings in violation of these Terms of Use, you acknowledge and agree that Chatigy would be irreparably harmed thereunder and that monetary damages would be an insufficient and ineffective remedy; therefore you agree that Chatigy is entitled to obtain immediate injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). Chatigy may without restriction block, filter or delete unsolicited e-mail.

Restriction and Termination of Use

Chatigy may block, restrict, disable, suspend or terminate your access to all or part of Chatigy at any time in Chatigy sole discretion, without prior notice or liability to you.

Notification of Copyright Infringement

Chatigy will, in appropriate circumstances, terminate the accounts of users who infringe the intellectual property rights of others. Chatigy will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512©(2) (“DMCA”).

If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on Chatigy or on sites linked to from Chatigy, please provide written notification of claimed copyright infringement to the designated agent for Chatigy (identified below), which must contain the following elements:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- A description of the copyrighted work or works that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
- A description of where the content that you claim is infringing is located on Chatigy;
- Information sufficient to permit Balsamiq to contact you, such as your physical address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the use of the content identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Tech Gadol’s designated agent for notice of claims of copyright infringement can be reached as follows:

By mail:

Tech Gadol LLC

8400 Jeb Stuart Rd
Potomac, MD 20854

By telephone: (301) 580-3432

By e-mail: info@ultimatetechnical.com

Links to Third Party Sites

Chatigy may include links that will take you to other sites outside of the Chatigy service. The inclusion of the links in Chatigy chat messages does not imply any endorsement by Tech Gadol of any linked site. Tech Gadol has no control of the linked sites and you therefore acknowledge and agree that Balsamiq is not responsible for the contents of any linked site, any link contained in a linked site or any changes or updates to a linked site. You further acknowledge and agree that Tech Gadol is not responsible for any form of transmission (e.g. webcasting) received from any linked site.

Advertisements and Promotions

Chatigy may run advertisements and promotions from third parties via Chatigy in any manner or mode and to any extent. Your communications, activities, relationships and business dealings with any third parties advertising or promoting via Chatigy, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely matters between you and such third parties. You acknowledge and agree that Chatigy is not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such non-Chatigy advertisers on Chatigy .

Warranties and Disclaimers

The Chatigy service and Chatigy Materials are provided by Chatigy under these terms of use “as is” without warranty of any kind, either express, implied, statutory or otherwise, including, but not limited to, the implied warranties of

title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, Chatigy makes no warranty that:

1. the Chatigy service and Chatigy Materials will meet your requirements;
2. the Chatigy service and Chatigy Materials will be uninterrupted, timely, secure, or error-free;
3. the results that may be obtained from the use of Chatigy service and Chatigy Materials will be effective, accurate, or reliable;
4. the quality of the site or any services or materials purchased or accessible by you will meet your expectations; and
5. any errors or defects in Chatigy service and Chatigy Materials will be corrected.

The Chatigy service and Chatigy Materials may include technical or other mistakes, inaccuracies, or typographical errors. Balsamiq may make changes to the site, materials and services, including the prices and descriptions of any software or products listed, at any time in its sole discretion and without notice. The Chatigy service and Chatigy Materials may be out of date, and Chatigy makes no commitment to update the site, materials and services.

You acknowledge and agree that:

1. Chatigy does not control, endorse, or accept responsibility for any materials or services offered by third parties, including third-party vendors and third parties accessible through linked sites;
2. Chatigy makes no representations or warranties whatsoever about any such third parties, their materials or services;
3. any dealings you may have with such third parties are at your own risk; and
4. Chatigy shall not be liable or responsible for any materials or services offered by third parties.

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Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety (90) days.

Indemnity and Liability

You agree to indemnify and hold Chatigy and its officers, co-branders, other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of:

1. your user materials and any other content (e.g. computer viruses) that you may submit, post to or transmit through Chatigy, including a third

- party's use of such user materials or content (e.g. reliance on the accuracy, completeness or usefulness of your user materials);
2. your access to or use of Chatigy (including any use by your employees, contractors or agents and all uses of your account numbers, user names and passwords, whether or not actually or expressly authorized by you, in connection with Chatigy);
 3. your connection to Chatigy;
 4. your violation of the Terms of Use;
 5. the actions of any member of your work group, including non-logged in users you have granted access to your Chatigy;
 6. your infringement of any third party's intellectual property rights when using any of the software made available on Chatigy;
 7. your violation of any rights of any third party;
 8. your access to or use of linked sites and your connections thereto; or
 9. any dealings between you and any third parties advertising or promoting via Chatigy.

International Users

The Chatigy service can be accessed from countries around the world. The Site is controlled, operated and administered by Chatigy and its affiliates from their offices within the United States of America. Chatigy makes no representation that the Chatigy service and Chatigy Materials are appropriate or available for use at other locations outside the United States, and access to the Site from territories where the Site, the Services or Materials are illegal is prohibited. If you access the Site from a location outside the United States, you are responsible for compliance with all local laws.

The export and re-export of Chatigy Software are controlled by the United States Export Administration Regulations, and such Software may not be exported or re-exported to Cuba, Iran, Libya, North Korea, Sudan, Syria, or any country to which the United States embargoes goods. In addition, the Software may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

By accessing Software, you are certifying that you are not a national of Cuba, Iran, Libya, North Korea, Sudan, Syria or any country to which the United States embargoes goods, and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

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Limitation of Liability

In no event shall Chatigy, its officers, directors, employees, partners or suppliers be liable to you or any third party for any special, punitive, incidental, indirect or consequential damages or losses of any kind, or any damages or losses whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or if Chatigy has been advised of the possibility of such damages or losses, and on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with:

1. the access or use of or the inability to access or use the Chatigy service or Chatigy Materials;
2. the statements or actions of any third party on or via the site, services or materials;
3. any dealings with vendors or other third parties;
4. any unauthorized access to or alteration of your transmissions, user materials or other data;
5. any information that is sent or received or not sent or received;

6. any failure to store or loss of data, files, materials or other content;
7. any services available that are delayed or interrupted;
8. any web site referenced or linked to from this site; or
9. your access to or use of or inability to access or use any linked site.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages. Accordingly, the limitations and exclusions set forth above may not apply to you.

Governing Law and Jurisdiction

The Chatigy service (excluding linked sites) is controlled by Tech Gadol, from its offices within the state of Maryland, United States of America. By accessing Chatigy, you agree that all matters relating to your access to, or use of, Chatigy shall be governed by the statutes and laws of the State of Maryland, without regard to the conflicts of laws principles thereof. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods. You also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of Montgomery County and the United States District Court for the District of Maryland with respect to such matters.

General

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