

Last updated Wednesday, 02 June 2021

## REMOTE ACCESS SUPPORT TERMS AND CONDITIONS

BEFORE YOU CHOOSE THE "ACCEPT" BUTTON AT THE BOTTOM OF THIS WINDOW, CAREFULLY READ THE LIABILITY DISCLAIMER BELOW. BY CHOOSING THE "ACCEPT" BUTTON YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF AND YOUR EMPLOYER, AS APPLICABLE, TO THE TERMS OF THE DISCLAIMER BELOW; AND (2) CONSENTING ON BEHALF OF YOURSELF AND/OR AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER, AS APPLICABLE, TO BE BOUND BY THIS DISCLAIMER. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE DISCLAIMER, OR DO NOT REPRESENT THE FOREGOING, YOU WILL NOT AND MAY NOT RECEIVE REMOTE ACCESS SERVICES.

### **I. SCOPE**

Remote access services are provided at your sole risk. The assistance from the PROVIDER'S Technical Support Representative is provided on the following terms and conditions:

You have requested the assistance of a Technical Support Representative through a remote connection to your computer. The ability for Provider to remotely access your computer significantly enhances the quick resolution of your technical problem. You understand that by requesting such assistance, the PROVIDER and his Technical Support Representatives may download and use software, gather system data, take remote control of your computer and access or modify your computer settings. By accepting these terms, you hereby grant the PROVIDER the right to connect to your computer, download and use software on your computer to gather system data, repair your computer, take remote control of your computer and change the settings on your computer while performing the services. Be sure to close any confidential or personal files that you may be working on, before allowing remote access to your computer. Other than as set in these Terms, you agree that the PROVIDER has no responsibility or liability under any circumstance at any time for any loss or harm that may arise from or may be related to the services.

### **II. PRIVACY**

The PROVIDER will not save any data or files belonging to the client after the remote session has ended. Any files transferred to the provider for the purposes of analysis or fault diagnosis will be erased after the remote session has ended. Each remote access PIN provided by the provider to the client will only remain active for one session. In the course of providing this service, the PROVIDER may:

- a) collect statistical usage information about sessions; and
- b) collect the following information encrypted in a data log file sent back to the PROVIDER:
  - Session ID - Number used to identify each session
  - Session Log - A log or recording of all actions from the technician will be captured
  - Date / Time - Date and time that a session started and ended
  - Service Pack - Version of Windows service pack installed
  - Computer Type - Computer make and model
  - Edition - Version of Operating System installed (XP Pro, XP Home, Vista, OS X etc.)
  - System Devices - System profile information (Example: Internet Explorer settings, Hard Drive Free Space, Running Processes)

### **III. DATA BACKUP**

THE PROVIDER DOES NOT PROVIDE DATA BACKUP OR RESTORATION SERVICES. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING AND BACKING UP ALL INFORMATION, DATA, TEXT OR OTHER MATERIALS (COLLECTIVELY "CUSTOMER DATA") AND SOFTWARE STORED ON YOUR COMPUTER AND STORAGE MEDIA BEFORE ORDERING THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE PROVIDER OR ITS REFERRAL PARTNERS HAVE NO RESPONSIBILITY OR LIABILITY UNDER ANY CIRCUMSTANCE AT ANY TIME FOR ANY LOSS OR CORRUPTION OF CUSTOMER DATA, SOFTWARE OR HARDWARE THAT MAY ARISE OUT OF THE SERVICES. THE PROVIDER DOES NOT PROVIDE BACKUP COPIES OR SUPPORT INSTALLATION OF UNLICENSED SOFTWARE TO CUSTOMERS. PLEASE ENSURE THAT YOU HAVE A LICENSED COPY OF ALL NECESSARY SOFTWARE.

PROVIDER does not take any responsibility for any data that could be on any hard drives, memory drives, peripherals or any other device. The PROVIDER will attempt to back up or recover existing data, but cannot be held responsible for any loss of data, whether it be by accident or intended. If necessary, some or all files may be deleted (data and software programs) in order to make the computer functional again.

### **IV. LIMITATION OF LIABILITY**

PROVIDERS LIABILITY SHALL BE LIMITED TO THE TOTAL VALUE OF THE REMOTE ACCESS TECHNICAL SUPPORT SERVICES. PROVIDER MAKE NO WARRANTIES OF ANY KIND WITH REGARD TO THE TECHNICAL SUPPORT SERVICES PROVIDED HEREUNDER. PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE TECHNICAL SUPPORT SERVICES INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PROVIDER BE LIABLE FOR (i) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR (ii) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF TECHNICAL SUPPORT SERVICES.