

# Legal Documents

## Remote Services Terms and Conditions

**(a) General Services:** ITSOLUTIONS.WS will attempt to diagnosis your technology problem, provide an estimate of applicable service fees (plus applicable taxes), and then provide you with a technology solution via the Internet. In certain cases, however, problem diagnosis and support may not be completed because of a problem with your computer or its configuration that is beyond our control.

**(b) Remote Support Services:** Remote support services may be offered to you via the Internet if your computer was built within the last four years, you have a working cable or DSL high speed Internet connection, and your operating system is Apple OSX, Microsoft Windows XP or newer. If you elect to receive remote support, then ITSOLUTIONS.WS remotely logs on through your high-speed Internet connection to view your computer desktop in contact with you via a chat session to keep you fully briefed on every step of the process as your technology problem is resolved. Remote support may involve the installation of software on your computer that will allow ITSOLUTIONS.WS to provide the remote support services. By electing to receive remote support, you agree to allow ITSOLUTIONS.WS to use whatever tools deemed necessary to repair your computer, including remote access. You understand that if remote access is used on your computer there will be no residual software from the remote session; however, there may be a text or PDF file placed on your computer that will explain the work that was done on your computer. If such a text or PDF file is placed on your computer, you have the option to either save the file for future reference or to delete it from your computer.

**(c) Software Demand Services:** Software demand services may be offered to you by ITSOLUTIONS.WS. If you elect to receive software demand services, you are electing to purchase software downloads. In such event, ITSOLUTIONS.WS will transfer you to a third party who will provide you with information about the software and who will collect your payment information. ITSOLUTIONS.WS transfers you, at your request, to the third party for your convenience; however, ITSOLUTIONS.WS does not warrant or make any representation about the services or software provided by the third party. Ask about the third party's privacy policy as it is different from the privacy policy that applies to ITSOLUTIONS.WS's collection and use of your personal information. Also ask about the service and software warranty applicable to the software download you receive from the third party as that warranty differs from ITSOLUTIONS.WS's service warranty.

**(d) Your Responsibility:** You understand and agree that prior to contacting or allowing ITSOLUTIONS.WS to perform diagnostic repair or other services on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives. You acknowledge and agree that ITSOLUTIONS.WS shall not be responsible under any circumstance for any loss or corruption of data and/or software.

## **SERVICE LIMITATIONS; LIABILITY**

**(a) LIMITATIONS TO SERVICE:** ITSOLUTIONS.WS RESERVES THE RIGHT TO REFRAIN FROM PROVIDING ANY OR ALL REQUESTED REMOTE SERVICES AND INSTEAD REFUND YOUR PAYMENT, WHOLLY OR IN PART, ON THE BASIS THAT YOUR TECHNICAL NEEDS OR OTHER REQUIREMENTS ARE UNUSUAL OR EXTENSIVE AND BEYOND THE SCOPE OF THIS SERVICE AGREEMENT AS REASONABLY DETERMINED BY ITSOLUTIONS.WS.

**(b) FORCE MAJEURE:** If ITSOLUTIONS.WS's ability to render remote services is impaired by you or circumstances beyond the control of ITSOLUTIONS.WS, ITSOLUTIONS.WS may choose not to provide or to discontinue remote services.

**(c) LIMITATION OF LIABILITY:** To the extent permitted by law, you agree that ITSOLUTIONS.WS's total liability for damages related to its remote services is limited to the total amount you pay for the remote services, and you release ITSOLUTIONS.WS from liability for any indirect, incidental, special, or consequential damages. ITSOLUTIONS.WS IS NOT LIABLE FOR LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR FOR YOUR INABILITY TO USE YOUR COMPUTER EQUIPMENT OR OTHER PRODUCT.

### **SERVICE WARRANTY**

If you are not satisfied with remote services received from [Http://itsolutions.ws](http://itsolutions.ws), please visit <http://itsolutions.ws> for resolution. We warrant our remote services for 30 days following the date you received remote service; however, for repairs necessitated by a virus or spyware, the service warranty is valid only if the anti-virus and anti-spyware protection for your product is installed or updated during the repair or promptly thereafter (i.e., before you connect again to the Internet). If there is a problem with the service provided by ITSOLUTIONS.WS and if you notify us within the warranty period, we will work to remedy your problem quickly and at no additional cost.

### **PRIVACY POLICY**

For information about the collection and use of your information, please refer to ITSOLUTIONS.WS's Privacy Policy, which is available at [www.http://itsolutions.ws](http://itsolutions.ws) or by contacting ITSOLUTIONS.WS at 1-888-457-3507.

LAST UPDATED: January 23, 2009