

Remote Connections are usually reserved for hosted Servers and Workstations. There may an infrequent situation where a remote connection may be required for other reasons.

## ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

This TCW General Terms of Service ("Service Terms") is provided to you ("Customer") in connection with the TCW service that Customer has purchased (the "Service"). These terms and conditions comprise the entire agreement between Customer and TCW with respect to the Service.

## PAYMENT

Unless stated in writing otherwise, all fees and charges are nonrefundable. TCW may change the fees and charges then in effect, or add new fees or charges, by giving Customer notice in advance.

**\*\*\* Payment is due at time services are rendered \*\***

**\*\*\* No credit terms of any kind are extended \*\*\***

**\*\*\* Failure to pay for services rendered WILL RESULT in a password change/lockout until the bill is settled \*\*\***

\*\*\* if payment is not received within 7 days a late payment charge of \$25 will be added. \*\*\*

\*\*\* If legal proceedings are required, all legal fees will be the responsibility of the delinquent customer \*\*\*

## PAYMENT METHODS

For remote service we accept Master Card, Visa, and Paypal.

For onsite services we will also accept a personal check if proper ID is provided

## MODIFICATIONS TO TERMS OF SERVICE AND SERVICE

TCW may change the terms and conditions of the Service from time to time. Upon any such change, TCW will notify the Customer by posting the changes to the site from which the Service was purchased. TCW reserves the right to modify or discontinue the Service with or without notice to Customer. TCW shall not be liable to Customer or any third party should TCW exercise its right to modify or discontinue the Service. Customer's use of the Service constitutes an affirmative agreement by Customer to abide and be bound by these Service Terms and its modifications.

## PRIVACY POLICY

It is TCW's policy to respect the privacy of its Customers. For information on our privacy practices, please review our privacy policy at [www.geek squad.com/privacy/](http://www.geek squad.com/privacy/) or call 1-800-TCW.

## CUSTOMER'S RESPONSIBILITY TO BACK-UP DATA

Customer agrees that prior to TCW servicing any Customer equipment it is Customer's responsibility to (1) back-up the data, software, information or other files stored on Customer's computer disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (2) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Customer's product. Customer agrees that whether or not Customer requests back-up services from TCW and/or its third party service provider, neither TCW nor its third party service provider shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media.

## LIMITATIONS TO SERVICE

TCW shall not be liable for any failure or delay in performance due to any cause beyond its control. TCW and/or its third party service providers reserve the right to refrain from providing the Services ordered and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the Customer are unusual or extensive and beyond the scope of these Service Terms, as determined by TCW.

## INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless TCW (and its affiliates and their respective officers, directors, employees and agents) from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses, (including but not limited to cost of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including, but not limited to, damage or destruction to property, injury (including death)

to any person or persons, which are asserted against, incurred, imposed upon or suffered by TCW by reason of, or arising from: (a) Customer's breach of this Agreement; (b) Customer's actual or alleged infringement of any patent, copyright, trademark, trade secret or other property or contract right of any other person; (c) Customer's actual or alleged failure to promptly pay sums due TCW or third parties; (d) Customer's failure to comply with applicable laws, regulations or ordinances; or (e) the acts or omissions of Customer (or its officers, directors, employees or agents).

## DISCLAIMER OF WARRANTIES

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TCW EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TCW MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DOES TCW MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM TCW OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO EACH CUSTOMER. IT IS THE RESPONSIBILITY OF CUSTOMER TO BACK-UP ALL DATA ON COMPUTERS AND OTHER DEVICES; TCW WILL NOT BE HELD LIABLE FOR LOSS OF ANY CUSTOMER DATA.

## LIMITATION OF LIABILITY

TCW SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF TCW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO EACH CUSTOMER.

It is Customer's responsibility to back-up the software and data that is stored on Customer's computers, hard disk drive(s), and/or on any other storage devices Customer may have, and TCW shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. TCW shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to Customer by TCW.

Notwithstanding any language to the contrary, TCW's maximum liability to Customer arising from or related to TCW under this Agreement shall be limited to the sums paid by Customer to TCW under this Agreement during the three months prior to the time the cause of action arose.

## TERMINATION

Either Customer or TCW may immediately terminate the Service upon written notice to the other party. Upon termination of the Service, Customer's right to use the Service immediately ceases. Customer shall have no rights and TCW will have no obligations regarding the Service thereafter.

## LAWS

The Service Terms shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflict of law provisions. Customer and TCW agree to submit to the exclusive jurisdiction of the courts in Hays county, TX . If any provision of the Service Terms is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Customer and TCW agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

## ChargeBacks

Any and all chargebacks will be levied with a \$50 fee. This is a very painful process for a merchant.