

# Terms of Service

## Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. These terms (the "Terms") govern your use of the web site at [www.goBWS.com](http://www.goBWS.com) (the "Site") and any computer or technology support services provided either by telephone or computer (the Site and the computer or technology support services are collectively referred to as the "Services" provided by BWS Technologies, its subsidiaries, affiliates and contractors ("BWS", "we" or "us"). By accessing, ordering or using the Services via telephone or online via the Site, you (you or our and other users of the Services (collectively, "users") agree to these Terms and our Privacy Policy available at [www.goBWS.com](http://www.goBWS.com). If You do not agree to these Terms, You may not access or use the Services.

## Terms of Use:

We provide You with access to and use of the Services subject to Your compliance with the Terms. BWS reserves the right to refuse to provide the Services to anyone at any time without notice for any reason. You represent and warrant to us that (a) You are at least 18 years old; (b) You have the right, capacity and authorization necessary to legally bind Yourself to the Terms; (c) You have read and agree to the terms of the Privacy Policy on the Site, (d) You will comply with all treaties, laws, rules and regulations applicable to Your use of the Services, (e) any information You submit to BWS is correct and complete, and (f) any payment or credit card information You supply is correct.

## Authorization to Access your Computer:

You acknowledge that by your use of the Services you are authorizing BWS to access and control your computer for the purposes of computer or technology diagnosis, service and repair. In connection with delivering the services, BWS 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 BWS 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. Other than as set forth in the warranty section below, you agree that BWS 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.

## DATA BACKUP:

BWS DOES PROVIDE DATA BACKUP OR RESTORATION SERVICES, BUT AS PART OF THIS SERVICE 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 BWS 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. BWS 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.

## Scope of Services:

You may initiate the Services via telephone or other means made available by BWS. BWS will use commercially reasonable efforts to answer Your personal technology question and resolve Your personal technology problem for a fee as set forth in the Site or quoted on the telephone. Upon receiving the telephone call, BWS may provide certain portions

of the Services via remote control session, online chat or e-mail. We may set forth limits to the personal technology we support. Certain Services may have minimum system requirements.

#### Warranty:

The Services may not be successful because the problem may be beyond our ability to resolve remotely. If we are not able to answer Your question or resolve Your personal technology problem and You have complied with all Your obligations in these Terms, we will refund the fees paid for the Services. Such refund shall only be provided if You request the refund on the same day the Services were ordered and rendered. Such request must be made by telephone. If you experience a problem with the resolution we provided and you call us within five (5) days from the day you originally received the Services, we will use commercially reasonable efforts to try to resolve your problem at no additional charge and if all efforts have been exhausted and customer is still not satisfied then a refund may be given. As set forth below, there are no other warranties for the Services.

#### DISCLAIMER OF WARRANTIES:

YOU UNDERSTAND AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL ADVICE, CONTENT, AND SOFTWARE) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS OF THE SERVICES, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BWS DOES NOT WARRANT THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, ERROR FREE, OR SUCCESSFUL IN RESOLVING YOUR QUESTION OR COMPUTER PROBLEM. BWS MAKES NO WARRANTY THAT THE SERVICES WILL MEET USERS EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS, CONTENT OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES SHALL CREATE ANY WARRANTY. ANY CONTENT OR SOFTWARE THAT YOU ACCESS, DOWNLOAD OR USE WITH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM SUCH ACTIVITIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### Use of Software and Tools:

BWS may need to download and/or run software on Your personal computer to help diagnose and resolve Your personal technology problem. BWS uses several types of software: the first type provides computer system information to BWS which helps us diagnose and resolve Your personal technology problem, the second type allows BWS to remotely control Your computer and modify its settings or software, and the third type generally consists of utilities and other tools to improve computer performance and help resolve Your personal technology problem. You acknowledge and agree that use of all BWS software and third party software and tools (accessed, downloaded or otherwise provided or made available with the Services) collectively, software are subject to the license agreements that may appear or be referenced when You access or download the Software. You may not access, download or use any Software without agreeing to the terms and conditions of the license agreements without modification. You agree that we may download and utilize Software from third party web sites and accept any applicable license agreements on your behalf. You acknowledge and agree that we may download and install trial versions of Software that will expire and cease to function after a certain period of time (usually thirty days) unless you purchase a license to continue using such Software. You may use the BWS software only in connection with the Services and for no other purpose. You agree that we may, but are not obligated to, remove any Software downloaded to your computer during the Services after we have completed or terminated the Services.

#### Customer Responsibilities:

You must cooperate with BWS and promptly respond to our requests for information and comply with our requests to take actions to resolve Your personal technology problem. You must consent to the downloading and use of Software on Your personal computer and accept all applicable license agreements for the Software.

#### Monitoring of the Services:

We may, but have no obligation to, monitor and record the Services, including telephone calls and online sessions for purposes of improving customer service, internal training and internal market research. You acknowledge and agree that we do retain the right to monitor and record the Services and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Services properly, or to protect ourselves and/or our Users. Please see our Privacy Policy for further details.

#### Registration, Passwords and Security:

In order to use certain Services, we may require that You register. During the registration process, You may be asked to designate, or we may designate for You, a user name and password. You are responsible for maintaining the confidentiality of any password or account information You receive from BWS, and are responsible for all activities that occur using that password or other account information. You must notify BWS immediately upon learning of any unauthorized disclosure or use of Your password or other account information. BWS has no liability for any unauthorized use of the Services under Your account or on Your computer.

#### Fees and Payment:

The applicable fees for the Services You order will be quoted on the telephone and may be available on the Site. The fee for the Services will be charged directly on Your credit card and You agree to pay the charges applicable to Your selected Services, as well as any applicable taxes.

#### Service Availability:

The Services may not always be available in Your time zone or geographic location. The Services may not always be available due to system maintenance or Internet service disruptions.

#### Use of the Services:

Your use of the Services is only for personal and noncommercial purposes on Your personal technology, and not for resale or transfer to others. You may not sell, lease or rent access to or use of the Services. You may not allow manufacturers, suppliers or vendors of Your personal support technology or providers of services relating to such technology, to access or use the Services. You may not use, download or copy any information, data, text, photographs, graphics, video, or other materials provided with the Services (é¼Žcontent unless: (1) You use the Content solely for personal, informational and non-commercial purposes; (2) BWSç—´ trademarks and copyright symbol and statement set forth on each page of the Site appears on each downloaded or copied page; and (3) no modifications are made to any Content. The rights granted to You in connection with the Services constitute a license and not a transfer of title. BWS reserves the right to revoke the authorization to view, download and print the Content available on the Site at any time, and any such use shall be discontinued immediately upon notice from BWS. Except as expressly provided herein, You

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#### Restrictions:

You shall not: (a) mirror any Content on the Site on any other server without BWS's prior express written permission, (b) use the Service for any illegal purpose, (c) misuse, abuse or make any unauthorized use of any property, network, website, personnel or equipment of BWS or its customers or its suppliers, including but not limited to interfering with or otherwise disrupting networks connected to the Service, (d) engage in any activities or actions in connection with the Services that infringe or misappropriate the intellectual property rights of others, including without limitation, copyright, patent, trademark, trade secret and confidential information, (e) engage in any activities that violate the personal privacy or publicity rights of others; (f) access, monitor or use data, traffic, computers, systems, facilities or networks provided with or accessible from the Services, without proper authorization, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (g) send unsolicited commercial messages, advertising, informational announcements or communications in any form (including spam) in connection with the Services; or (h) interfere with the Services or any system, service, network, or person accessible from the Services, including without limitation deliberate attempts to overload a system by the multiple postings of messages.

#### Modifications to the Services:

We reserve the right, for any reason, in our sole discretion and without notice to You, to modify, terminate, change, suspend or discontinue any and all aspects of the Services, including Content, Software, features and/or hours of availability, and we will not be liable to You or to any third party for doing so.

#### Security:

While we use reasonable security measures to deliver the Services, You understand and acknowledge that no data transmission over the Internet can be guaranteed to be 100% secure and in any event we cannot guarantee that any personal information You submit to us will be free from unauthorized intrusion.

#### Submissions:

All comments, feedback, information (other than your personally identifiable information or billing information) or materials submitted to BWS (including submissions) shall be considered non-confidential and BWS's property. By providing such Submissions to BWS, You agree to assign to BWS, at no charge, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. BWS shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. You acknowledge that You are responsible for the Submissions that You provide, and that You have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright. Any or all Submissions You provide in connection with the Services may be purged periodically in BWS's sole discretion.

#### International Use:

Currently, the Services are only available for residents of the United States and Canada. BWS may, from time to time, offer promotions to residents of other countries. You agree to comply with all applicable laws and regulations, including without limitation, the United States Department of Commerce. You represent and warrant that You are not on the United States' prohibited party list and not located in or a national resident of any country on the United States' prohibited country list.

#### Proprietary Rights:

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#### TERMINATION:

BWS RESERVES THE RIGHT TO CEASE PROVIDING THE SERVICES FOR ANY REASON AT ANY TIME AND INSTEAD, AS YOUR SOLE AND EXCLUSIVE REMEDY, REFUND THE FEES PAID FOR THE APPLICABLE SERVICES FOR THE TIME PERIOD, IF ANY, AFTER TERMINATION OF THE SERVICES. IF YOU BREACH THE TERMS NO REFUND WILL BE PROVIDED. OTHER THAN PROVIDING A REFUND WHEN WE TERMINATE FOR OUR CONVENIENCE, BWS WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR TERMINATION OF THE SERVICES FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT UPON TERMINATION BWS MAY IMMEDIATELY DEACTIVATE OR DELETE YOUR USER ACCOUNT AND ALL RELATED INFORMATION AND FILES IN YOUR USER ACCOUNT AND/OR BAR ANY FURTHER ACCESS TO THE SERVICES.

#### INDEMNITY:

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD BWS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN ANY WAY ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES OR YOUR VIOLATION OF THE TERMS.

#### LIMITATION OF LIABILITY:

IN NO EVENT SHALL BWS, ITS SUPPLIERS, AND REFERRAL PARTNERS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), MISPRESENTATION, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICES, SOFTWARE, CONTENT OR YOUR PERSONAL COMPUTER AND OTHER TECHNOLOGY INCLUDING, WITHOUT LIMITATION, LOST SALES, LOST REVENUE, LOST PROFITS OR OTHER LOSS OF BUSINESS, LOSS OF OR DAMAGE TO DATA, OR COST OF SUBSTITUTE SERVICES EVEN IF BWS 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 THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF BWS TO YOU IN THE AGGREGATE FOR ANY AND ALL DAMAGES,

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