

## **TERMS OF USE**

The following are the Terms and Conditions for the use of Tech Mom on Call services.

### **1. GENERAL**

1.1. The Terms of Use ("Agreement") are entered into by and between you, the customer, as applicable ("you" or "yours") and Tech Mom on Call. You are deemed to have accepted the terms of this Agreement by signing this form or clicking the "Accept" button and completing download. This Agreement is made up of the terms below, plus any other policies and materials specifically referred hereto in this Agreement. The following sets forth the terms and conditions under which you agree to use the Services, and under which Tech Mom on Call agrees to provide service, including all technical support and other "Services".

### **2. USER RESPONSIBILITIES**

2.1. You represent that: (a) you are 18 years or older and you have legal capacity and authority to bind to this Agreement; (b) you consent on behalf of yourself to be bound to this Agreement; (c) the information you supply to us is correct and complete. You agree to notify Tech Mom on Call promptly whenever your personal or billing information changes and that providing false or incorrect information may result in Services withholding or delays, or the suspension or termination of your customer account.

2.2. You agree that you are responsible for backing-up any data, software, information and any other files stored on your computer disk or drives. Under any circumstances, you acknowledge and agree that Tech Mom on Call will not be responsible for any loss or corruption of data or software.

### **3. SOFTWARE LICENSES AND THIRD PARTY SOFTWARE**

3.1. Connection with services, Tech Mom on Call may provide to you, through downloads or other delivery method the use of certain software which is owned by or licensed to Tech Mom on Call or its third party licensors, providers and suppliers, and which may be provided free or for a fee. Tech Mom on Call reserves the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software.

3.2. The Software may be accompanied by an end user license agreement. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software which includes an end user license agreement unless you first agree to the terms and conditions of the end user license agreement.

3.3. Tech Mom on Call may suggest that you acquire, install and use certain third party software in connection with the Services. You must agree to the terms and conditions set forth by such owners or licensees before installing third party software or before Tech Mom on Call assists you in the acquisition, installation or use of third party software. Tech Mom on Call has no rights to the third party software and does not license third party software to you or make any representation or warranty regarding the third party software. You must insure that you comply with the terms and conditions under which you licensed such third party software.

3.4. Tech Mom on Call, in the course of providing Services, may, with or without your written or verbal authorization, install third party software. You must review and agree to the terms and conditions set forth by such owners or licensees for continued usage of third party software installed by Tech Mom on Call.

3.5. Any violation of third party software provider's terms of service may at Tech Mom on Call's sole discretion, result in the termination of the Services.

### **4. DISCLAIMERS AND LIMITATION OF LIABILITY**

4.1. Tech Mom On Call does not represent or warrant that the Services will be uninterrupted or error free, that defects will be corrected, or that the Service or the server(s) that makes them available are free of viruses or any other harmful components. Tech Mom on Call does not guarantee that the use or the results of the use of the Services will be correct, accurate, timely, or otherwise reliable.

4.2. Tech Mom on Call and respective 3<sup>rd</sup> party suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracies of the Service for any purpose. You agree that the Services are provided as is without warranty of any kind. Tech Mom on Call disclaims all warranties and conditions with regards to the Services, including all implied warranty and conditions of merchantability, fitness for a particular purpose, compatibility of computer systems, title or non-infringement.

4.3. Tech Mom on Call reserves the right to update and change, from time to time, this Agreement, and post the new version of this Agreement on this website [www.techmomoncall.com](http://www.techmomoncall.com), without notice to you. Any request for the Service(s) after a new version of this Agreement has been posted will be deemed as your acceptance of the changes to this Agreement.

4.4. In no event will Tech Mom on Call be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits arising out of or anyway connected with: the use of performance of the Services; the delay or inability to use the Services; any information, software products, services or related graphics obtained through the Services; whether based on contract, tort, negligence, strict liability or otherwise, even if Tech Mom on Call has been advised of the possibility of damages. If you are dissatisfied with any portion of the Services or any of these terms of use sole and exclusive remedy is to discontinue using the Services.

### **5. INDEMNIFICATION**

5.1. You agree to defend, indemnify and hold harmless Tech Mom on Call, its affiliates, and their respective officers and employees, harmless from and against any claim, demand or damage including lawyer fees asserted by any third party due to or arising out of:

- (a) any violations of applicable laws, regulations or this Agreement by you or anyone accessing the Services through your customer account;
- (b) the use of the Services by you or anyone accessing the Services through your customer account, with or without your permission;
- (c) negligent acts, errors or omissions by you or anyone accessing the Services through your customer account, with or without your permission;
- (d) injuries to or death of any person and for damages to or loss of any property, which may in anyway arise out of or result from this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Tech Mom on Call; or
- (e) any and all claims for infringement of any intellectual property rights arising from the use of the Service by you or anyone accessing the Services through your customer account, with or without your permission.

### **6. PAYMENT**

6.1. Fees and charges for the Service (s) you select are supplied to you during the ordering process and are available on Tech Mom on Call website at [www.techmomoncall.com](http://www.techmomoncall.com), unless otherwise provided for in this Agreement. You agree to pay any applicable charges or fees applied to your customer account and the Service(s) including, without limitation, activation fees, minimum service fees, termination fees, other non-recurring charges and setup fees, interest and charges due to insufficient credit or insufficient funds. Tech Mom on Call will bill you directly or charge your credit card.

6.2. Service with no resolution.

If Tech Mom on Call is unable to resolve your computer or network problem through troubleshoot, analyze or other repair methods, often due to faulty wiring or hardware failure, Tech Mom on Call reserves the right to charge you for time spent in attempt to correct a problem.

### **7. TERMINATION**

7.1. Tech Mom on Call may terminate your access to any part or all of the Services and any related services at any time without or with cause, with or without notice. Upon termination of the Services, your right to use the Services ceases immediately.

7.2. If you wish to terminate your customer account your only recourse is to discontinue the use of the Services, Tech Mom on Call will have no obligation to maintain any content in your customer account.

### **8. GENERAL PROVISIONS**

8.1. All your obligations under this Agreement relating to Software licenses, warranties, limitations of liability, and indemnification, will survive such termination of this Agreement.

8.2. Tech Mom on Call's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance will not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired, and the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties.

8.3. You and Tech Mom on Call agree that this Agreement will be construed in accordance with the laws of the State of Idaho and the laws of the United States applicable therein. The parties attorn to the exclusive jurisdiction of the courts of the State of Idaho and all courts competent to hear appeals there from.

### **9. MONEY BACK GUARANTEE**

9.1. End users who purchase and receive the Services from our Support Specialist are eligible for the Tech Mom on Call Money Back Guarantee.

9.2. Refund Process: End users who meet the requirements may request a refund by following the process described below. Refunds will be granted only if all instructions below are followed.

9.3. Refund requests must be sent via e-mail to [tricia@techmomoncall.com](mailto:tricia@techmomoncall.com). No requests via postal, fax or in person will be accepted.

9.4. Refund requests must be submitted within 30 days after the service is purchased from Tech Mom on Call.

9.5. Refund requests must include a detailed explanation of why you desire a refund. All allegations are subject to review and remote login. A refund will be granted only if Tech Mom on Call is unable to resolve the problem.

9.6. The refund will be mailed to you approximately 2-4 weeks after approval.

9.7. Only one Guarantee refund per household per calendar year.

9.8. Tech Mom on Call does not cover the cost of parts, hardware, software, hardware replacement or repair. Any refund requests from users that experience hardware failure will not be granted, as hardware malfunctions are not insured, covered or warranted by Tech Mom on Call.

\* a high speed internet connection is required for all remote services.