

TERMS OF SERVICE AGREEMENT

Remote Service

Remote Service is provided to allow our Technical Support Representative to assist you remotely. All legal information is considered confidential, and privacy will be maintained. Any advice/changes made by the technician is an attempt to improve your PC's performance, etc., and HindSight Technologies™ (HSTech4u2) will not be held liable for any PC or data problems as a result of this session. This is not a free service unless specified by the technician. Standard labor rates will apply unless the technician specifically exempts you on a per-call basis. All bills must be paid upon completion of the Remote Services Support Session.

BEFORE YOU CHOOSE TO "ACCEPT," CAREFULLY READ THE LIABILITY DISCLAIMER BELOW. BY CHOOSING TO "ACCEPT," YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF AND/OR 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 OF SERVICE OF THE DISCLAIMER, OR DO NOT REPRESENT THE FOREGOING, YOU WILL NOT AND MAY NOT RECEIVE REMOTE ACCESS SERVICES.

Scope

Remote access services are provided at your sole risk. The assistance from the HindSight Technologies™ Technical Support Representative is provided on the following terms of service: You have requested the assistance of a Technical Support Representative through a remote connection to your computer. The ability for HSTech4u2 to remotely access your computer significantly accelerates the resolution of your technical problem. You understand that by requesting such assistance, HSTech4u2 and the 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 HSTech4u2 the right to connect to your computer, download and use software on your computer to gather system data, repair your computer, take 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. Should the Technical Support Representative deem it necessary to bring the device into our facility to complete the repair, any deposits or charges incurred from the remote service session are non-refundable and non-transferable to any required deposit or labor charges for in-facility or other on-site repair. Each remote service session is considered a separate event and is charged independently of any previous remote session. Other than as set in these Terms, you agree that HSTech4u2 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.

Privacy

HSTech4u2 will not save any data or files belonging to the client after the remote session has ended. Any files transferred to HSTech4u2 for the purposes of analysis or fault diagnosis will be erased after the remote session has ended. In the course of providing this service, HSTech4u2 may:

a) Collect statistical usage information about sessions.

b) Collect the following information:

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 Home, Vista, Windows 10/11, OS X etc.)

System Devices – System profile information (Example: Google Chrome settings, Hard Drive Free Space, Running Processes)

Data Backup

HSTech4u2 DOES NOT PROVIDE DATA BACKUP OR RESTORATION SERVICES VIA REMOTE 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 HSTech4u2 HAS 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.

HSTech4u2 DOES NOT PROVIDE BACKUP COPIES OR SUPPORT INSTALLATION OF SOFTWARE TO CUSTOMERS. PLEASE ENSURE THAT YOU HAVE A LICENSED COPY OF ALL NECESSARY SOFTWARE. HSTech4u2 does not take any responsibility for any data that could be on any hard drives, memory drives, peripherals, or any other device. HSTech4u2 will NOT back up or recover existing data and 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.

Limitation of Liability; Disclaimer of Warranties

HINDSIGHT TECHNOLOGIES™ AND ITS VENDORS AND LICENSORS MAKE NO WARRANTIES OF ANY KIND WITH REGARD TO THE TECHNICAL SUPPORT SERVICES PROVIDED HEREUNDER. HINDSIGHT TECHNOLOGIES™ AND ITS VENDORS AND LICENSORS HEREBY DISCLAIM 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 HINDSIGHT TECHNOLOGIES™ OR ITS VENDORS OR LICENSORS 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 TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF TECHNICAL SUPPORT SERVICES. OTHER THAN DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY HINDSIGHT TECHNOLOGIES™, HINDSIGHT TECHNOLOGIES™'S LIABILITY AND THE LIABILITY OF ITS VENDORS AND LICENSORS SHALL BE LIMITED TO EITHER (A) THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE HINDSIGHT TECHNOLOGIES™ REMOTE ACCESS TECHNICAL SUPPORT SERVICES OR (B) THE TOTAL VALUE OF THE HINDSIGHT TECHNOLOGIES™ PRODUCTS ACCESSED BY HINDSIGHT TECHNOLOGIES™, WHICHEVER IS GREATER.

Late Fees

A late fee of \$25 per month will be automatically applied to any outstanding balance that remains unpaid as of the invoice due date.

This late fee will continue to accrue monthly until the outstanding balance is paid in full.

BY SIGNING THIS DOCUMENT, YOU AGREE TO ALL THE TERMS AND CONDITIONS.

PLEASE SIGN, PRINT, AND DATE BELOW.

HindSight Technologies

Business Name

Signature

Pamela Jones, CEO

Print Name

Print Name

Date

Date
