

Terms & Conditions

IMPORTANT: Remote Support Services is a support tool that should only be used when directed by ExakTime Technical Support. If you need to contact support now, please call (888) 788-8463.

Please read the terms and conditions for use of the Remote Support Services carefully. By proceeding and using Remote Support, you hereby acknowledge that you have read and agree to be bound by the terms and conditions of the Remote Support Services Agreement.

NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THE REMOTE SUPPORT SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT ACCESS THE REMOTE SUPPORT SERVICES. These terms and conditions shall apply to all interactions between you and ExakTime, Inc. ("ExakTime") with respect to the Remote Support Services. ExakTime reserves the right to discontinue Remote Support Services to you at any time.

You hereby authorize ExakTime to remotely access your systems and data through your computer(s) to provide support services to you and your company (the "Remote Support Services"). Using remote control software, ExakTime will have the ability to take control of your computer and evaluate reported support issues. Upon your request, the ExakTime support representative will have the option, in his or her sole discretion and judgment, to take one or more actions, including, without limitation, the following:

- a. If the problem can be fixed by you through verbal instruction from ExakTime without the need for ExakTime to obtain remote access, then ExakTime will use reasonable efforts to so instruct you and fix the problem;
- b. If the problem resides with the software configuration of the computer, and can be corrected, ExakTime will use reasonable efforts to make the necessary changes to the configuration; and

You understand and acknowledge that in some cases ExakTime may not be able to correct the reported support issue.

THE PROVISION OF THE REMOTE SUPPORT SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE." EXAKTIME EXPLICITLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE REMOTE SUPPORT SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE USE OF REMOTE SUPPORT SERVICES DOES NOT RELIEVE YOU OF YOUR RESPONSIBILITY TO MAINTAIN AND VERIFY THE ACCURACY AND COMPLETENESS OF YOUR DATA.

ExakTime SHALL NOT HAVE ANY OBLIGATIONS OR BE LIABLE FOR ANY OF THE FOLLOWING: (a) errors, omissions, defects, deficiencies in, or nonconformity of, any data modified by it; (b) claims in tort, whether or not arising in whole or in part from ExakTime's fault, negligence, strict liability or product liability; and (c) claims for any indirect, incidental, special or consequential damage or for any loss of data, service, profit or use, even if ExakTime knows or should have known of the possibility of such damage or loss.

I AGREE, PLEASE CONNECT ME TO EXAKTIME SUPPORT