

[AppexTech.com Remote Support Terms and Conditions](#)

Last updated: 4th Oct 2012.

In addition to AppexTech Terms of Service, these AppexTech Remote Support Terms and Conditions (these "Terms") apply when AppexTech accepts your request to provide Remote Support Service in accordance with these Terms.

When we use the term "Remote Support Service", we are referring to remotely access, operate or use:

- (a) your computer, any software or programme running on your computer or file stored in your computer (the "Computer"); or
- (b) any service, function or server managed or owned by third party via an account held under your name or the name of any legal entity you represent ("the Account"), via an external computer controlled by AppexTech and the internet, for the purposes of providing maintenance service, identifying technical or commercial obstacles relating to the services you have purchased from AppexTech (the "AppexTech Service") and assist with task relating to AppexTech Service.

You confirm that: (i) you have the full capacity to bind yourself, your employer or the organization you represent to these Terms; and (ii) you are the owner or representative of the owner of the Computer; or (iii) you are an authorized user to the Account.

1.0 Your Authorization

- 1.1 You hereby grant a royalty-free right to AppexTech to collect, process, use, reproduce and transfer data received from the Computer or the Account for the sole purpose of performing the Remote Support Service.
- 1.2 In order to perform the Remote Support Service, you authorize to AppexTech to:
 - (a) record the screen activity of the Remote Support Service session; and
 - (b) remotely access to and take control of the Computer system; or
 - (c) remotely access to and take control of the Account.

2.0 Your Responsibilities

General

- 2.1 You must reasonably co-operate with AppexTech so that AppexTech is able to perform the Remote Support Service e.g. making available to AppexTech the personnel, information, logins, access rights and other reasonable assistance such as remote support communication such as telephone or live chat.
- 2.2 You must ensure that you are allowed to download remote access software as may be requested by AppexTech to perform the Remote Support Service.
- 2.3 You are responsible to ensure that you are compliant and do not violate third party software, programme and service end user terms.
- 2.4 You accept full risk and responsibility for any changes to the contents or system settings of the Computer or the Account.
- 2.5 You must make a full backup of all data in the Computer or the Account before allowing AppexTech to access the Computer or the Account.
- 2.6 You must be solely responsible to take steps to prevent any loss or damage to the data or content in the Computer or the Account.

When AppexTech remotely accesses etc. the Computer

- 2.7 You must close any confidential files that you may have been working on, before allowing AppexTech to remotely access, operate or use to the Computer.
- 2.8 You will remain present by the Computer while AppexTech is providing the Remote Support Service.

When AppexTech remotely accesses etc. the Account

- 2.9 If you provide your password to the Account to AppexTech for the Remote Support Service, you must immediately change the password to the Account upon the completion of the Remote Support Service session.

3.0 Remote Support Service Session

- 3.1 AppexTech may shorten, delay, re-schedule or terminate the Remote Support Service session as a result of matters outside of AppexTech's reasonable control. AppexTech will use commercially reasonable effort to notify you about such changes.

4.0 No Warranty

- 4.1 AppexTech provides the Remote Support Service on "as-is" basis and your use of the Remote Support Service is at your own risk.
- 4.2 To the fullest extent permitted under the law, AppexTech disclaims all warranty of any kind in respect of the Remote Support Service including (but not limited to) the implied warranties of security, capability to fulfill your needs, requirements or purposes, error-free, merchantability or non-infringement.

5.0 Liability

- 5.1 AppexTech will not be responsible for any loss, cost, expense or damage resulting directly or indirectly from the Remote Support Service, recording of the Remote Support Service session, the operation of remote access software or these Terms including (but not limited) to damage to the Computer or the Account, software or programme on the Computer or other property, loss of use, unauthorized use or access, corruption, destruction or loss of data or content in the Computer or the Account, loss of profit or business opportunity, compromised system or any issues that AppexTech is unable to resolve after taking all reasonable steps.
- 5.2 In no event will AppexTech be liable for consequential, exemplary, indirect, special punitive or incidental damages arising out of or relating to these Terms.
- 5.3 AppexTech's liability, if any, for damages from any cause of action whatsoever relating to these Terms will be limited to the amount paid by you for the Remote Support Service out of which the liability arose.

6.0 Indemnity

- 6.1 You shall keep AppexTech indemnified against all claims, demands, proceedings, losses or damages, costs that may be incurred by AppexTech as a result of your use of the Remote Support Service or your breach of these Terms.

7.0 Governing Law and Jurisdiction

- 7.1 These Terms are governed by and enforced according to the laws of India and shall be subject to the jurisdiction of courts exercising competent jurisdiction and situated in Delhi, India