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Terms of Service

1. Definitions

- a) "The Company" means Infopackets, Inc.
- b) "Remote Assistance" means assistance provided by Infopackets Support Personnel which is not at the premises of the customer and includes Remote Desktop Support.
- c) "On-Site Support" means assistance provided by Infopackets Support Personnel which is on the premises of the customer, but is only available to customers in the Windsor, Ontario, Canada region.
- d) "Remote Desktop Support Software", also known as "Remote Desktop Software" (RDS) means software used by Infopackets Support Personnel which facilitates Remote Desktop Support.
- e) "Remote Desktop Support", and "Remote Desktop Session" means support provided by Infopackets Support Personnel by means of a software program which allows the Infopackets Support Personnel to view/edit/control the customer's computer(s) using a computer network, such as the Internet.
- f) "Support Consultant" means those customer-facing personnel employed by the Company who are tasked with resolving customer complaints and includes both Infopackets Customer Service Center personnel as well as Infopackets branch support staff.
- g) "Software Package" includes any one or more software products produced by a third party software company or individual.
- h) "User" and "Your User" means any person who is employed by you, who is your agent and/or who acts or purports to act on your behalf and/or in accordance with your instruction by using the Software Package and/or for any other purpose as contemplated under this Agreement.

- i) "You" and "client" means the natural or legal person which agreed to the End User License Agreement ('EULA') for the Software Package and "your" has a corresponding meaning.
- j) "Quote", "charge" and "estimate" means a verbal or written approximation of costs involved in resolving aforementioned computer issues for the User by the Company using either Remote Assistance or On-Site support.
- k) "Computer issue" and "problem" means a circumstance which the User has with their computer which requires a resolution.
- l) "Solution", "remediate", "work" and "fix" means resolution(s) applied by the Company in order to resolve computer issues for the User.
- m) "Consultation" means discussion between the Support Consultant and User for the purpose of resolving computer issues. Consultation may be in the form of written or verbal communication; examples of consultation include, but may not be limited to: email, Skype, phone calls, instant messages, and text messages. Unless otherwise noted, consultation is billable at the rates prescribed on the [Pricing Schedule](#).

2. Services

- a) The use of the Remote Desktop Software to allow a Support Consultant to assist you or a User is subject to these terms and conditions and to the End User License Agreement (EULA) that applies to any Software Package that is installed or used on user's system. In the case of any discrepancy between these terms and conditions and the EULA present in the Software Package, the EULA in the Software Package will prevail. The relevant EULA can be found in several places which may include under the 'help' tab in the Software Package and/or on the Software Package's web site.
- b) A Support Consultant may offer to assist you by means of Remote Desktop Support in connection with a Software Package. You acknowledge and agree that the Remote Desktop Support contemplated herein may be provided by Support Consultant to be able to view and interact with the computer(s) being utilized by you, the legal entity you represent and/or any of your Users.
- c) The Remote Desktop Support session may be recorded for quality control and training purposes.
- d) Remote Desktop Support must be initiated by the User in question by downloading a Remote Desktop Software to such User's computer from a designated web site and cannot be initiated by the Support Consultant without such download. You warrant that, save where otherwise expressly agreed with one of the relevant company in writing, each of your Users has the

authority to provide such instruction and effect such download, as contemplated in this clause.

3. Warranty

- a) A verbal or written quote will be provided before work is to commence by the Company in order to resolve computer issues for the User. Only issues that are aforementioned in the quote will attempted to be remediated by the Company.
- b) All services are covered by a 15 day limited warranty. The warranty is void if the Company's solution is tampered with by the User, third-party, or software program, whether implicit or explicit in nature. There are no warranties on hardware or hardware-related issues, except from the manufacturer. It is the User's sole responsibility to manage all hardware-related issues, unless explicitly noted by The Company in the form of a written agreement.
- c) Subsequent computer issues that arise before, during, or after the Company has begun work on a quote are subject to additional charges by the Company. In such a case, the Company will provide an estimate to resolve additional computer issues, and the User reserves the right to refuse these services without charge.

4. Fees

- a) All fees must be paid in full before the commencement of work by the Company. Once work has commenced, the User is bound by this agreement.
- b) All sales are final for services provided by the Company.
- c) All Remote Desktop Services include 15 minutes of free consultation with the Company before work is to begin. Any additional consultation requested by the User is subject to charge at the rates set forth by the [Pricing Schedule](#).
- d) Unless otherwise noted, all hourly services are billable in 30 minute increments.
- e) On-site support (Windsor, Ontario area only) is subject to a \$15 surcharge for vehicle transportation each day working on-site.

5. Indemnification

The Company shall not be liable to you, your company any other person or entity whatsoever in respect of (and you hereby indemnify and hold the company and any such person acting on behalf of the company free from liability in respect of) any loss or damage (even if the Support Consultant had been advised of or should otherwise be aware of the possibility of such loss or damage), save for any loss or damage directly and solely caused by the gross negligence of any employee of the company acting in the course and scope of his/her employment with one of the company. The above disclaimer of liability shall include, but not be limited to:

- a) any loss of whatever nature incurred as a result of or in any way related to the acts or omissions of any of the company's staff in relation to, without limitation, commissioning, implementing, installing, training, assistance or any service provided in relation to the Software, including but not limited to Remote Assistance;
- b) any loss arising from any failure by any person to reactivate or enable any firewall or security mechanism after the provision of any services under this agreement, including but not limited to any Remote Assistance; and
- c) arising from any breach of any security system which may be implemented/deactivated by a Support Consultant, any Third Party or any other person whatsoever.

WE STRONGLY URGE YOU TO ENSURE THAT ALL SECURITY MEASURES - SUCH AS FIREWALL AND ANTIVIRUS SOFTWARE - IS REACTIVATED ONCE ANY REMOTE DESKTOP SESSION HAS ENDED AND WE REITERATE THAT NEITHER THE COMPANY, THEIR EMPLOYEES, AGENTS OR ASSIGNS WILL BE RESPONSIBLE FOR ANY DAMAGE SUFFERED DUE TO THE FAILURE TO DO THIS OR ANY OTHER DAMAGE SUFFERED WHICH IS CONNECTED WITH THE USE OF THE REMOTE DESKTOP SUPPORT.