

Dennis Faas, BCS

Senior IT / Systems Admin / Security / Cyber Crime Specialist
137 Meconi Court | Lakeshore, ON, Canada

Email (form): <http://www.infopackets.com/contact>

Website: <http://dennisfaas.com>

Infopackets, Inc. provides Remote Desktop Support Services in the capacity of technical support, in addition to cyber-crime mitigation and consultation.

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 and/or cyber-crime mitigation for the User by the Company using either Remote Assistance, On-Site support, Phone, Email, or Text.
- k) "Computer issue" and "problem" means a circumstance which the User has with their computer and/or cyber-crime mitigation which requires a resolution.
- l) "Solution", "remediate", "work" and "fix" means resolution(s) applied by the Company in order to resolve computer issues and/or or cyber-crime mitigation for the User.
- m) "Consultation" means discussion between the Support Consultant and User for the purpose of resolving computer issues or cyber-crime mitigation. 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 a phone call, text message, video call, and/or 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) In the case of cyber-crime mitigation: a Support Consultant will offer to assist by email, phone, text messages, video call, and/or Remote Desktop Support, depending on the type of crime. For example: Microsoft Tech Support scams will require remote desktop support in addition to consultation. Sextortion mitigation require phone and email support and rarely requires Remote

Desktop Support.

- d) The Remote Desktop Support session and/or phone calls, text messages may be recorded for quality control and training purposes.
- e) 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 Remote Desktop Support 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.
- d) Cyber-crime mitigation services which do not require Remote Desktop Support (such as sextortion and blackmail cases) are covered by a 60-day limited warranty, whereby the Company will continue to support and answer client questions and/or act upon the clients behalf (example: video take-down) for minimum 60 days after the first payment has been received.

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. In some cases, a payment schedule may be accepted.
- b) All sales are final for services provided by the Company.
- c) All Remote Desktop Services and Cyber Crime Mitigation include 15 minutes of free phone 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. Conversely, cyber-crime mitigation are typically covered by a single flat-fee payment. In rare circumstances, additional payments may be required if the mitigation goes beyond the original scope of the problem.
- e) On-site support (Windsor, Ontario area only) is subject to a \$50 surcharge for vehicle transportation each day working on-site.
- f) At the discretion of the Company, clients may be charged additional fees as a result of preventable interruptions; refer to: Section 5 (Discovery Period) and Section 6 (Email Support).

5. Discovery Period

Users may inquire about a job prior to the Company starting work through email.

Once the Company connects with the client by remote and prior to beginning any work, a 15-minute question and answer session (known as “the discovery period”) will be provided by the Company to the client. Once the discovery period is over, the client may decide to pay for services offered by the Company. Once paid, the Company will begin work without interruption by the client. If work by the Company is repeatedly interrupted by the client, the Company has a right to submit an additional charge for overages as a result of interruption, billable in 15-minute increments (\$15 for 15 minutes).

6. Email Support

Emails will be answered within 5 business days, though in most cases, within a few hours or next day. There is a limit on Email Support, however. For example, once the Company has started work on a job, the user may inquire at most six questions pertaining to the issue that the Company was originally hired for - with at most 3 questions per day over a 2-day period. If the client asks questions not related to the original problem, or has more questions than the stated Email Support limit, the Company has a right to charge \$10 per answered email, billable in increments of five (\$50 for 5 answered emails). Emails answers will contain no more than two lines per answer with a maximum of 2 answered questions per email.

7. Refunds and Right to Refuse Work

The Company may exercise its Right to Refuse Work if the client becomes irate, including but not limited to the client's use of: swearing, making irate demands, or threats of any kind. If payment has already been made to the Company and the client becomes irate (deemed with discretion), the Company may exercise its right to terminate its agreement with the client. For technical support: a pro-rated refund will be provided to the client based on the time remaining on the job. In cyber-crime mitigation cases: fees are due and payable up front; there are no refunds due to the nature of the work (and because work is typically completed the same day it is paid, unless otherwise indicated).

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.