



Exabytes - Walk-in Technical Support Terms & Conditions

Version 1.0 November 2023

In addition to Exabytes Terms of Service, these Exabytes Walk-In Technical Support Terms and Conditions (these "Terms") apply when Exabytes accepts your ("Clients") appointment ("Appointment") request of walk-in technical support service ("Service"). The Services will be performed at the Penang Office of Exabytes ("Exabytes Premises"). You agree that the Services and Appointment are subject to the following terms and conditions:

1. Appointment

- a) Clients understand that the Service is available strictly for those who have submitted the Appointment request through Exabytes' website at <https://www.exabytes.my/contact>.
- b) Clients must provide the information as required for the Services purposes, including the Clients or Clients' representative's name, domain name, Case ID, contact number, etc.
- c) Clients understand that the maximum visitors allowed are two (2) persons per visit per session. The 3rd visitor for the same session will not be allowed to enter Exabytes premises.
- d) Exabytes reserves the right to decline any visit without appointment, or to reschedule any Services' request to another day or time, as Exabytes deems fit.
- e) Clients are expected to be punctual and to reach Exabytes' Premises at the scheduled time. Appointment may be rescheduled for any late arrival of more than 15 minutes.
- f) Clients must not stay on Exabytes' Premises after the end of the scheduled Appointment.

2. In Premises

- a) Clients may be required to comply with the premises rules as necessary, including silence the devices to minimise distractions, avoiding disruptive behaviours, and others.
- b) Clients understand and agree that Exabytes, or the premise management of Exabytes' Premises, may impose any security and safety protocols including a reasonable search upon entry to the premises and identity verification.
- c) Exabytes and/or the premises management of Exabytes' Premises reserve the right to deny the Clients' entry and to ask the Clients to leave Exabytes' Premises or the premises for any non-compliance with the Terms or such relevant protocols or policies.

3. Recording

Clients are prohibited from taking any video or audio recording at Exabytes' Premises, unless the Clients have obtained the express consent of Exabytes.

4. Support Services

Exabytes commits to provide the Services with reasonable skills and care, and that Clients agree and understand:

- a) that the support team of Exabytes may use, engage, apply, implement the appropriate measurements, methods, applications, tools ("Solutions") during the Services at their sole discretion.
- b) that Exabytes may reschedule another appointment with the Clients if:
 - i) the Services may take longer than one (1) hour to resolve;
 - ii) the Services may require specific labour or tools or hardware that are non-foreseeable and not available at the time of appointment; or
 - iii) such other circumstances as Exabytes may deem necessary.

5. Data

Exabytes understands that the data of the Clients is valuable. Nonetheless, the Clients understand and acknowledge that data lost is a potential incident during the Services provided and that the Clients are solely responsible to ensure sufficient backup and recovery measurement of their data.

6. Charges & Costs

a) Despite the Services being provided without any charges, Clients acknowledge that Exabytes may impose the charges and fees for any additional costs and expenses ("Charges") may be incurred, unless otherwise proven to be the acts or omissions or negligence of Exabytes that cause the damages or defects, to resolve the issue or defects, which may include:



- i) tools and equipment charges;
- ii) fees for subscribing to additional applications;
- iii) such other expenses and costs that are not within the scope of the Services.

b) If Charges required, Exabytes will seek the approval of the Clients before applying the solutions. The Clients understand that the Services may not be completed and may be determined by Exabytes at its sole discretion if the Clients disagree with the Solutions and Charges proposed.

7. Disclaimer and Exclusions

THE SERVICES ARE PROVIDED "AS IS." SUBJECT TO THE EXTENT PERMITTED BY LAW FOR ANY RIGHTS THAT CAN BE EXCLUDED, LIMITED OR WAIVED, EXABYTES (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, REGARDING THE SERVICES, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING, (III) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, (IV) THAT THE DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED, (V) THAT THE ISSUES OR DEFECTS WILL BE RESOLVED AFTER THE SERVICES, AND (VI) THE LENGTH OF TIME THAT MAYBE BE CONSUMED TO RESOLVE THE ISSUE(S).

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