



# Exabytes Remote Support Terms and Conditions

Last updated: 28 January 2021

In addition to Exabytes Terms of Service, these Exabytes Remote Support Terms and Conditions (these “Terms”) apply when Exabytes 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 Exabytes and the internet, for the purposes of providing maintenance service, identifying technical or commercial obstacles relating to the services you have purchased from Exabytes (the “Exabytes Service”) and assist with task relating to Exabytes 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 authorised user to the Account.

## 1.0 Your Authorisation

- 1.1 You hereby grant a royalty-free right to Exabytes 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 authorise to Exabytes 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 Exabytes so that Exabytes is able to perform the Remote Support Service e.g. making available to Exabytes 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 Exabytes 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 Exabytes 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 Exabytes remotely accesses etc. the Computer***

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

***When Exabytes remotely accesses etc. the Account***

- 2.9 If you provide your password to the Account to Exabytes 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 Exabytes may shorten, delay, re-schedule or terminate the Remote Support Service session as a result of matters outside of Exabytes's reasonable control. Exabytes will use commercially reasonable effort to notify you about such changes.

**4.0 No Warranty**

- 4.1 Exabytes 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, Exabytes 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 Exabytes 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, unauthorised 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 Exabytes is unable to resolve after taking all reasonable steps.
- 5.2 In no event will Exabytes be liable for consequential, exemplary, indirect, special punitive or incidental damages arising out of or relating to these Terms.
- 5.3 Exabytes'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 Exabytes indemnified against all claims, demands, proceedings, losses or damages, costs that may be incurred by Exabytes 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 Malaysian law and each party agrees to submit to the exclusive jurisdiction of courts of Malaysia for any claim arising under these Terms.