

TERMS AND CONDITIONS OF PC LAPTOPS LLC's AT HOME SERVICE

This is a legal agreement between the person or organization ("**Customer**" or "**you**") agreeing to these Terms of Service ("**Terms**") and PC Laptops LLC ("**PCL**," "**us**," or "**we**"). By accepting these Terms, clicking the "I Agree" or similar button, or using the Services, you represent that you are of legal age and have the authority to bind the Customer to the Order, these Terms, and the applicable Service Descriptions (collectively the "**Agreement**").

1. **ACCESS AND USE OF THE SERVICES.**

1.1. **Right to Use Services.** PCL's AT HOME SERVICE ("AHS") is generally described as a computer remote technical support service by which PCL technicians, using a telephone and internet connection diagnose, and repair various computer problems, and optimize computer performance (hereafter the "Services"). You may use and access the Services in accordance with the use levels which are specified herein, or posted on our websites ("**Use Levels**"). You may use the Services only as permitted in these Terms, and your use must comply with our Privacy Policy which is incorporated herein. Except for a free one month trial, there are no free subscriptions to AHS; all subscriptions renew monthly or yearly at published rates.

1.2. **Limitations on Use.** An AHS "Case" is originated by a subscribing customer contacting PCL requesting some type of computer technical service. A customer may use the Services a maximum of 12 times in any given year.

1.3. **Changes to Services; Additional Services.** We reserve the right to enhance or modify features of our Services but will not materially reduce the core functionality unless we provide you with prior written notice. We may offer additional functionality to our standard Services for an additional cost, and any additional functionality will be subject to these Terms.

2. **ORDERS, FEES AND PAYMENT.**

2.1. **Subscriptions.** You may originate an AHS subscription by contacting PCL by phone, internet application, or pursuant to a trial subscription included with the purchase of a PCL computer ("**Subscription Order**"). All Subscription Orders are effective on the earlier of (i) the date you submit your first Subscription Order, or (ii) the date on the signature block of the Subscription Order, or, if a trial subscription related to the purchase of a new PCL computer, on the date of purchase of that computer ("**Effective Date**"). Subscriptions are billed at the beginning on a 30 day period. For example, if a Subscription Order is made on July 15, the subscription, if monthly, is effective until and renews August 15th. For example, if a trial subscription begins on July 15, your credit card will be rebilled for a monthly renewal on August 15th unless you have cancelled the subscription.

2.2. **Fees and Payment.** PCL processes AHS subscriptions usually on a monthly or yearly revolving basis. If you use a credit card for payment, which, except in extraordinary circumstances is the only way that PCL allows for an AHS subscription, you authorize PCL to automatically renew your subscription and charge the then-current renewal fees to the credit card associated with your account unless you notify PCL before expiration of your current subscription that you do not want to renew.

2.3. **Resolution of all Customer Complaints.** PCL's goal is total, complete customer satisfaction. If you ever have a problem with PCL or your AHS subscription, please contact us; we have a customer service department to make you happy. If you ever see a credit card charge that you think is improper please contact us; if we have made a mistake, we will immediately correct it. If you feel like your AHS service did not meet your expectations please contact us; we will do our best to make it right.

3. **TERM AND TERMINATION.**

3.1. **Term.** Your initial term commitment ("**Initial Term**") will be specified in your Subscription Order, or if no term is specified, your Initial Term will be one month from the Effective Date and will automatically renew for additional monthly periods ("**Renewal Terms**"), unless either party provides notice of non-renewal before the current term expires.

3.2. **Termination for Convenience.** Either party may terminate Services that are in a Renewal Term and your subscription will be terminated at the end of the current term upon request. You must send your termination notice to: service@pclaptops.com or otherwise in accordance with the directions on the website.

3.3. **Effect of Termination.** If the Agreement or any Services are terminated, you will immediately discontinue all access and use of the terminated Services. Neither party will be liable for any damages resulting from termination of the Agreement.

4. **DATA LOSS AND ACCOUNTS.**

4.1. **Data Loss.** "**Customer Data**" means any of your files, videos, documents, music, recordings, pictures and other information that is on a computer upon which any AHS service is performed. Customer acknowledges that it is Customer's absolute and sole responsibility to have all Customer Data backed up prior to any AHS Service. Many AHS service procedures, especially but not only, when viruses or malware extermination is attempted may likely result in Customer Data loss. PCL is not responsible or liable in any way to you for any Customer Data loss however caused. PCL is not responsible or liable for any inadvertent disclosure of any Customer Data. During the Services, you also permit PCL to install on your computer or other serviced device whatever repair or optimization software is necessary for the Services or software additionally recommended by PCL which may include trial software related to virus protection, anti-malware protection, or data backup software.

4.2. **CHILD PORNOGRAPHY.** Pursuant to Utah law, PCL will report to the police any child pornography PCL encounters on any computer being serviced during the Services. You warrant that there is no illegal content of any kind on any computer being serviced during the Services.

5. **COMPLIANCE WITH LAWS.** In connection with the performance, access and use of the Services, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to privacy and data protection laws and regulations. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Services. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.

6. **WARRANTIES.** WE WARRANT THAT THE SERVICES WILL CONFORM TO THE DESCRIPTIONS OF SUCH SERVICES AS ITEMIZED HEREIN OR ON THE AHS PORTION OF PCL'S WEBSITE. WE DO NOT REPRESENT OR

WARRANT THAT (i) THE USE OF OUR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, (ii) OUR SERVICES WILL MEET YOUR REQUIREMENTS, OR (iii) ALL ERRORS, PROBLEMS, OR DEFECTS WILL BE CORRECTED. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT OUR SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SERVICES, OR TO TERMINATE THE NON-CONFORMING SERVICES OR THE APPLICABLE ORDER, AND PROVIDE A PRO-RATED REFUND OF ANY PREPAID FEES FROM THE PERIOD OF NON-CONFORMANCE THROUGH THE END OF THE REMAINING TERM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMERS LOCATED IN THOSE JURISDICTIONS. IF THE FOREGOING LIMITATION OF MONETARY IS FOUND OVER-BROAD OR UNENFORCEABLE, CUSTOMER AGREES THAT THE MONETARY LIMITATION OF CUSTOMER DAMAGES SHALL BE AN AMOUNT EQUAL TO THE TOTAL AMOUNT THAT CUSTOMER HAS PAID FOR AHS SERVICES.

7. INDEMNIFICATION.

7.1. **Indemnification by Customer.** You will indemnify and defend us against any third party claim resulting from your breach of any part of this Agreement.

7.2. **General.** If we seek indemnification, we will promptly notify you of the claim and cooperate with the indemnifying party in defending the claim. The indemnifying party will reimburse the other party for reasonable expenses incurred in providing any cooperation or assistance. The indemnifying party will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring the indemnified party to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) the other party may join in the defense with its own counsel at its own expense.

8. **LIMITATION ON LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNTS CUSTOMER PAID FOR THE SERVICES.

9. ADDITIONAL TERMS.

9.1. **No Class Actions.** You may only resolve disputes with us on an individual basis and you will not bring a claim in a class, consolidated, or representative action.

9.2. **Services Trial.** If you are using the Services on a one-month trial or promotional basis (“**Trial Period**”), your Trial Period will terminate (i) at the end of the one month Trial Period. Following expiration of the Trial Period, the Services will automatically continue unless you provide notice of

cancellation to us, and you are responsible for payment of the applicable Fees set forth herein or on our website, or on an original purchase invoice. During the Trial Period, to the extent permitted by law, we provide the Services “AS IS” and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.

9.3. **Third Party Features.** The Services may be linked to third party sites or applications (“**Third Party Services**”). We are not responsible for and do not endorse Third Party Services. You have sole discretion whether to purchase or connect to any Third Party Services and your use is governed solely by the terms for those Third Party Services.

9.4. **Security Emergencies.** If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.

9.5. **Recording.** Telephone interactions or computer interactions with you may be recorded or captured by us for legal compliance or training purposes. You agree to hold us harmless from damages or liabilities related to the recording of any audio or data.

9.6. **Assignment.** Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party’s prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party’s successors or assigns.

9.7. **Notices.** Notices must be sent by personal delivery, overnight courier or registered mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, in-product notices, or our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at the address for your applicable contracting entity, with a copy to our Legal Department, 10288 South Jordan Gateway, Suite D, South Jordan, Utah 84095, and we will send notices to the address last designated on your account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.

9.8. **Entire Agreement; Order of Precedence.** The Agreement, including your computer purchase invoice, and related invoices for Services ordered, these Terms, and service descriptions on our website, sets forth the entire agreement between us relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between these Terms, the service descriptions found on our website, and an invoice accompanying a computer sale which designates a trial subscription, the conflict will be resolved in that order. Nothing contained in any document submitted by you will add to or otherwise modify the Agreement. We may update these Terms from time to time, which will be identified by the last updated date, and may be reviewed at any time on the PCL AHS website. Your continued access to and use of the Service constitutes your acceptance of the then-current Terms.

9.9. **General Terms.** If any term of this Agreement is not enforceable, this will not affect any other terms. Nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third party beneficiary. The Agreement may be agreed to online, or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

9.10. **Choice of Law and Exclusive Venue for Resolving Disputes.** Exclusive jurisdiction and exclusive venue for all disputes related to this Agreement and the Services shall be the Third District Court, in and for Salt Lake County, State of Utah. Utah law will apply to the construction and enforcement of this Agreement. The prevailing party in any such dispute will, in addition to any other remedy, be entitled to its attorney fees from the non-prevailing party.

Last Updated: October, 2016