

Simplistic I.T. Solutions Remote Assistance Terms & Conditions

Please read the terms and conditions for use of the Remote Support Services carefully. By clicking on the "I accept" button below, you hereby acknowledge that you have read and agree to be bound by the terms and conditions of the Remote Support Services.

NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THE REMOTE SUPPORT SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT ACCESS THE REMOTE SUPPORT SERVICES. These terms and conditions shall apply to all interactions between you and Simplistic I.T. Solutions, LLC. ("Simplistic I.T. Solutions") with respect to the Remote Support Services. Simplistic I.T. Solutions reserves the right to discontinue Remote Support Services to you at any time.

1. You hereby authorize Simplistic I.T. Solutions to remotely access your systems and data through your computer(s) to provide support services to you and your company (the "Remote Support Services"). Using remote control software, Simplistic I.T. Solutions will have the ability to take control of your computer and evaluate reported support issues. Upon your request, the Simplistic I.T. Solutions support representative will have the option, in his or her sole discretion and judgment, to take one or more actions, including, without limitation, the following:
 - (a) If the problem can be fixed by you through verbal instruction from Simplistic I.T. Solutions without the need for Simplistic I.T. Solutions to obtain remote access, then Simplistic I.T. Solutions will use reasonable efforts to so instruct you and fix the problem;
 - (b) If the problem resides with the software configuration of the computer, and can be corrected, Simplistic I.T. Solutions will use reasonable efforts to make the necessary changes to the configuration; and
 - (c) If Simplistic I.T. Solutions reasonably determines that your data files must be downloaded in order to evaluate the problem and/or make more comprehensive changes, Simplistic I.T. Solutions may do so, but only with your prior permission.
2. You understand and acknowledge that in some cases Simplistic I.T. Solutions may not be able to correct the reported support issue.
3. THE PROVISION OF THE REMOTE SUPPORT SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE." SIMPLISTIC I.T. SOLUTIONS EXPLICITLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE REMOTE SUPPORT SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USIMPLISTIC I.T. SOLUTIONS OF TRADE. THE USE OF REMOTE SUPPORT SERVICES DOES NOT RELIEVE YOU OF YOUR RESPONSIBILITY TO MAINTAIN AND VERIFY THE ACCURACY AND COMPLETENESS OF YOUR DATA.
4. Simplistic I.T. Solutions SHALL NOT HAVE ANY OBLIGATIONS OR BE LIABLE FOR ANY OF THE FOLLOWING: (a) errors, omissions, defects, deficiencies in, or nonconformity of, any data modified by it; (b) claims in tort, whether or not arising in whole or in part from Simplistic I.T. Solutions's fault, negligence, strict liability or product liability; and (c) claims for any indirect, incidental, special or consequential damage or for any loss of data, service, profit or use, even if Simplistic I.T. Solutions knows or should have known of the possibility of such damage or loss.