

JUST ASK THAT GUY INC.

One Time and Managed Service: Terms of Service

1. **INTRODUCTION**

The following terms and conditions govern your use of Just Ask That Guy Inc. Managed Services, being premium technical support, personal computer or laptop (“**PC**”), Server and Network (“**Server**”) and Computerized Device, Smartphone, Tablet or Internet Enabled Device (“**Device**”) diagnostic, repair and replacement services as more fully described in section 2 below (the “**Services**”) provided to you by or on behalf of Just Ask That Guy Inc. (“**us**”, “**we**”, “**our**” and “**That Guy**”). They supplement and are incorporated into the Customer Master Service Agreement and other agreements depending on your service contract, which are available at <http://justaskthatguy.com/?cat=48>, and form part of our agreement with you. These terms and conditions, along with any e-mail you receive confirming your Services ordered, together with the Customer Master Service Agreement and any other agreement relevant to the products and services you select, constitute the entire agreement between you and us with respect to your use of the Services. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Customer Master Service Agreement.

2. **SCOPE OF THE SERVICES**

- a. **General.** The Services are intended to facilitate remote and in person support of your technology issues either by phone, in person, or by allowing That Guy remote connection to your PC or, where included with the Services, other hardware in order to address questions you may have about the technology in your home or business. The Services are only provided in connection with products that you own or have the right to use and, subject to the Services you have selected and to the limitations in section 3, include: (i) desktop, laptop PC/ Server configuration troubleshooting; (ii) evaluation of and attempts to correct software, operating systems and networking issues, including setting up a wireless and or wired network and equipment not provided by Just Ask That Guy Inc., where applicable; (iii) virus, spyware and PC/Server/Device security software support, PC/Server/Device cleanups and setting up security protection for an unsecured PC/Server/Device; (iv) software and peripherals support for devices connected to your PC's/Servers/Devices or network; (v) the fixing and optimizing of PC's/Servers/Devices that are not running at optimum capacity due to issues that can be addressed by That Guy remotely or in person; (vi) support for wireless smartphones and tablets, including the setup of commercial applications and connection to networks; and (vii) general technology support by way of installing, configuring, setting up, securing and/or fixing any other devices and technology you may have in your home or office, such as game consoles, IP-enabled devices and devices connected to a PC/Server/Other Device. The Services may be available to you on a one-time, per-Incident (as defined below) basis for a one-time fee (“**One-Time Service**”) and on a subscription basis over a period of time for a monthly recurring service fee (“**Managed Services**”).
- b. **One-Time Service.** A One-Time Service will address a single, specific, discrete problem for which That Guy will attempt to isolate its origin to a single cause (each, an “**Incident**”), which may include follow-ups, as reasonable and necessary, regarding that Incident. That Guy, in its sole discretion, will decide what constitutes an Incident. An Incident will be considered resolved when you receive one of the following: (i) information or advice that resolves the Incident; (ii) information on how to obtain a software solution that will resolve the Incident; (iii) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (iv) information that the Incident can be resolved by upgrading to a newer release of a product or software; (v) notice that the Incident has been identified as a hardware equipment issue; or (vi) if you cannot, or elect not to, pursue the course of action we recommend. Once an Incident is resolved, you may contact us and obtain assistance on the same Incident for up to one hundred and sixty eight (168) hours (i.e. 7 days), at no additional charge, after which the Incident will be considered closed. Once an Incident has been closed by That Guy, any further calls or requests for assistance will be considered a new Incident and additional fees will apply.
- c. **Subscription Services.** You will need to select and subscribe to one of our Managed Services plans. Details of what is included in the plan that you have selected will be presented to you prior to ordering a Subscription Service. Subscription Services entitle you to support and complimentary hours of in person or remote support as set out in your plan. It must be terminated in writing with a minimum of 30 days. Subscription Services for PC/Servers/Devices will be provided for the devices listed in the original service contract or a single replacement

device if the original device has been replaced. Additional PC's/Servers/Devices can be added to the service contract at any time, providing the appropriate monthly fee has been applied.

- d. **Remote and In Person Support.** In order to provide the Services to you, That Guy or any third party that provides the Services to you on our behalf may be required to connect remotely or in person to and run scripts on your PC/Server/Device or, where included with the Services, other hardware and/or modify your PC/Server/Device or other hardware and software settings. You authorize us to connect to your PC/Server/Device or, where included with the Services, other hardware to accomplish these tasks and will download and agree to any applicable end user licence agreement for any software used for such connection. As part of such remote support, That Guy and any third party that provides the Services to you on our behalf will have full access to your computer/server/device.

3. **LIMITATIONS OF THE SERVICES**

Exclusions. The Services do not include: (i) training on hardware or software use, unless otherwise agreed upon in writing; (ii) computer programming; (iii) software development; (iv) product repair or replacement; unless otherwise agreed upon in writing or part of your service package (v) support for Windows® 2000 and earlier versions of Windows; will be completed at "best effort" (vi) support for Mac operating systems earlier than OS X; will be completed at "best effort" (vii) support for Unix, Linux and derivatives; (viii) support for any software or hardware that was and/or is not commercially available or is obsolete, or any unlicensed software; (ix) problems or issues arising out of any impermissible or unauthorized use or modification of a product or service; (x) server, third party business applications or hosting support; (xi) any data backup or restoration services; (xii) fraud protection; (xiii) mobile jailbreaking, rooting or unlocking; (xiv) cabling support or instructions for devices that need to be physically connected to one another through cables (excluding printers); unless otherwise agreed to in writing (xv) support in any language other than English;

- a. **Not a Replacement for Other Support.** In addition, the Services do not include support for all possible software, hardware or other products, applications or features and we may defer support issues to the manufacturer or seller of your product. The Services are intended to supplement and not directly replace: (i) the more advanced technical support that may be available from software, hardware or other product manufacturers; or (ii) service provider connectivity support that can only be evaluated by a service provider with a direct network connection to the impacted service.
- b. **Un-resolvable Issues.** While we will attempt to revolve your technology issues, you acknowledge and understand that there will be certain issues that we are unable to resolve through the Services. For example, you may experience technical problems as a result of software or hardware errors not yet resolved by a product manufacturer, and so we may not have the ability to obtain the information necessary to resolve such a problem. In some cases, we may not be able to diagnose or resolve a problem because of complications with your PC/Server/Device or its configuration.
- c. **Third Party Warranties.** Some software, hardware and other products for which you seek our support may be covered by the warranties provided by the original manufacturer or the seller of the product. Such third party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. In addition, you acknowledge that certain third party warranties may be limited or voided if unauthorized persons perform support service on the product covered. It is your responsibility to ensure that any impact that the Services might have on third party warranties is acceptable to you and you assume the risk of any and all such adverse impact on any third party warranties.
- d. In the case of obsolete, commercially unavailable or end of life products and or hardware. Just Ask That Guy Inc. will provide best effort ("Best Effort") support, and may require purchase or upgrade of additional hardware and or software for resolution. In this case the customer will receive a recommendation at the time.

4. **PRICING AND PAYMENT**

Agreement to Pay. You agree that the Services ordered will be charged via invoice in the amount representing the price of the One-Time Service, the Managed Services package that you ordered, and any additional support provided remotely, in person, not covered by your managed services plan, including additional charges (plus applicable taxes) for work performed outside of the regular business hours (Monday – Friday 9:00 AM to 5:00 PM AST,) unless otherwise waived in writing in the sole discursion of Just Ask That Guy Inc. Managed Services plans will be on a monthly recurring basis for any Subscription Services, as indicated when you place an order. Your purchase will be governed by the Customer Master Service Agreement.

- a. Refunds. All Services sales are final: there are no refunds or credits for any reason, except when we are unable to resolve your Incident in accordance with subsection 2(b), in which case you will receive a full refund of the price you paid for that One-Time Service. Any refunds under the 100% No Hassle Guarantee will be determined by the sole decision and discussion of Just Ask That Guy Inc. The maximum refund will be for the labor portion of the service, minus any reasonable costs to provide the service, including but not limited to; software licencing fees incurred, transportation / delivery costs, material cost, and another fees deemed appropriate by That Guy. Your maximum refund under the guarantee is limited to under all circumstances the current month of your service contract. Just Ask That Guy INC reserves the right to increase the refund under this paragraph at its sole discretion at any single incident without limiting its continued rights under this or any other document.

5. **YOUR RESPONSIBILITIES**

You are solely responsible for the following matters:

Maintaining and backing up all information, data, text or other materials and software stored on your PC/Server/Device or, where included with the Services, other hardware before we provide the Services to you. For greater certainty, you acknowledge that the provisions under the “LIMITED WARRANTY & LIMITATION OF LIABILITY; HIGH-RISK DISCLAIMER” and sections 11.1, 11.2 and 11.3 in the Customer Master Service Agreement, as applicable, to the Services.

- (a) Ensuring that you own, have a licence for or have first obtained permission from the rightful owner or licence holder of any software, hardware and other products for which you request the Services.
- (b) Co-operating with us, following our instructions and promptly responding to our requests for information and complying with our requests to take actions necessary in order for us to provide the Services to you, including, without limitation, consenting to the downloading and use of software on your PC/Server/Device and reviewing, agreeing to and complying with any applicable end user licence agreement for such software. You authorize us to download and use third party software (including trial versions that may expire and cease to function after a certain period of time without a subsequent purchase) on your PC/Server/Device or, where included with the Services, other hardware in connection with the Services and you allow us to accept any end user licence agreement for such software on your behalf. You acknowledge that we may, but are not obligated to, remove any software downloaded to your PC/Server/Device or, where included with the Services, other hardware during the Services after the closure of an Incident or termination of Subscription Services.

6. **PRIVACY**

That Guy respects your privacy. Our collection, use and disclosure of personal information in connection with the Services are governed by our Privacy Policy located at <http://justaskthatguy.com/?cat=48>. Your personal information will be disclosed to any third party that provides the Services to you on our behalf.

7. **HOW TO CONTACT US**

To contact us regarding the Services, call (506)804-1517.