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We may be reached for Services via telephone, the Sites, or other means made available by eTech. We will make reasonable efforts to diagnose and answer your computer related questions and resolve your computer problem for a fee as set forth in the fee schedule on the Site or as quoted on the telephone, as applicable. We may provide certain portions of the Services via remote control session, online chat or e-mail. eTech may set limits to the type of equipment and software it supports. eTech Services are available on a one-time basis, for a fee ("Per Instance"); as well as subscription Services, which entitle you to more than one Service over a period of time, for a recurring fee ("Subscription Service").

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You represent and warrant that (a) you are of legal age or at least 18 years old; (b) you have the right, capacity and authorization necessary to legally bind Yourself to the Terms; (c) you have read and agree to the terms of the Privacy Policy listed on the eTech247.com website, (d) any information you submit to eTech is correct and complete, and (f) any payment or credit card information you supply is correct.

Authorization to Access Your Computer

You acknowledge that by purchasing the Services you are authorizing us to access and take remote control of your computer for the purposes of computer diagnosis, service and repair. In connection with delivering the Services, we may download and use software, gather system data, take remote control of your computer and access or modify your computer settings. By accepting these terms, you hereby grant us the right to connect to your computer, download and use software on your computer to gather system data, repair your computer, take remote control of your computer and change the settings on your computer while performing the services. Other than as set forth in the warranty section below, you agree that eTech has no responsibility or liability under any circumstance at any time for any loss or harm that may arise from or may be related to the Services. We may, but have no obligation to, monitor and record the Services, including telephone calls and online sessions for purposes of improving our service and training of our personnel. You hereby grant permission to eTech to monitor and record the Services and to use or disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request.

Data Backup

We do not provide for any data backup or restoration services. You are solely responsible for maintaining and backing up all information, data, text or other materials ("Customer Data") and any software stored on your computer before ordering the services. You acknowledge and agree that eTech or its referral partners have no responsibility or liability under any circumstance at any time for any loss or corruption of Customer Data, software or hardware that may arise out of the services. We do not provide backup copies or support installation of unlicensed software to customers. You should ensure that you have a licensed copy of all required and necessary software.

Warranty

We may not be successful in resolving certain technology problems remotely. In case of a per instance purchase and provided you have complied with all of your obligations, if we are not able to answer your questions and/or resolve the computer problem to your satisfaction, we will not charge you for the service. If you experience any problem with the resolution provided by us within five days from the date of initial service, we will make reasonable efforts to resolve the problem at no additional charge. If we are unsuccessful to resolve the problem, we will refund the fee you paid for per instance Service. There are no other warranties for the Services.

Disclaimer of warranties

You understand and agree that except as expressly set forth above, the services (including, without limitation, all advice, content, and software) are provided "as is," without warranty of any kind, either express or implied, including, without limitation, any warranties concerning the availability, accuracy, completeness, usefulness of the services, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. eTech does not warrant that the services will be timely, secure, uninterrupted, error free, or successful in resolving your question or computer problem. eTech makes no warranty that the services will meet your expectations or requirements. No advice, results, content or materials whether oral or written, obtained by you from the services shall create any warranty. Any content or software that you access, download or use with the services is done at your own discretion and risk and you agree that you will be solely responsible for any damage that results from such activities. Some jurisdictions do not allow the exclusion of certain warranties so the above limitations may not apply to you.

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Customer Responsibilities

You must cooperate with eTech and promptly respond to our requests for information and comply with our requests to take actions to resolve Your technology and computer problem. You must consent to the downloading and use of Software on your computer and accept all applicable license agreements for the Software.

Registration, Passwords and Security

In order to use certain Services, we may require that you register. During the registration process, you may be asked to designate, or we may designate for you, a user name and password. You are responsible for maintaining the confidentiality of any password or account information you receive from eTech, and are responsible for all activities that occur using that password or other account information. You must provide complete and accurate identification, contact, and other information required as part of the registration process. You must notify eTech immediately upon learning of any unauthorized disclosure or use of your password or other account information. eTech has no liability for any unauthorized use of the Services under your account or on your computer.

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The applicable fees for the Services you order may be quoted on the telephone and/or may be available on the Site. The fee for the Services will be charged directly on your credit card and you agree to pay the charges applicable to your selected Services, as well as any applicable taxes.

For Subscription Services, the applicable fees may be quoted on the telephone and/or may be available on the Site. A one-time set up fee applies to all Subscription Services. You may cancel any Subscription Service within five (5) days following your purchase of the Subscription Service, by contacting eTech, otherwise, the fees for the Subscription Service are not refundable.

By authorizing us to charge your credit card for your Subscription Service, you further authorize eTech to continue to charge your credit card (or a replacement card, if the credit-issuing entity informs eTech that a replacement card has been issued) for all fees associated with the Subscription Service, including renewals. You must contact eTech if you do not wish to renew your Subscription Service; if you do not contact eTech, the Subscription Service that you selected will automatically renew for the same subscription duration that you initially selected, at eTech then-applicable fees.

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While we use reasonable security measures to deliver the Services, You understand and acknowledge that no data transmission over the Internet can be guaranteed to be 100% secure and in any event we cannot guarantee that any personal information you submit to us will be free from unauthorized intrusion.

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