

TERMS OF USE

By signing this document or agreeing to the terms of use, before making online payment at PSSTECH.US, a service provided by PSS TECH (hereby known as "PSSTECH.US") having its office in India, you are agreeing to be bound by the following terms and conditions ("Terms of Service").

PSS TECH reserves the right to update and change the Terms of Service from time to time without notice. Any new features that upgrade or enhance the value in the current service, including the release of new tools and resources, shall be subject to the Terms of Service. In the event of continued use of the Service after any such changes we shall deem this usage as your consent to such changes.

Violation of any of these terms below will result in the termination of your Account/Service Plan.

Terms Of Service

- You must be 15 years or older to use this Service plan.
- You must be a human being.
- Your Account/Service Plan may be used only by one person "a single Account/Service Plan is limited for use by only the defined number of computers in the agreement. You will have to purchase support for additional PCs/LAPTOPS/NETBOOKS if so required.
- PSS TECH would provide services for only the issues and software that has been explicitly mentioned on our website. For all other software and issues we would not be liable to provide services.
- Our services are available through on call and e-mail only. Onsite service is not included as a mode of providing service.
- By agreeing to these terms and services you agree that PSS TECH is not liable to provide any support for Hardware related issues of your Computer, Servers, Printers, Router, Wireless Access Device or any other issues.
- We do not provide any replacement or stand by on any computer part that has malfunctioned.
- We do not provide any warranty on hardware and software that is covered under the support plan.
- You are responsible for maintaining the security of your PCs/LAPTOPS/NETBOOKS including username and password. PSS TECH cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are requested not to share your computer username and password with the support professional at any time, if this is accidentally shared, please change the password immediately.
- PSS TECH cannot and will not be liable for any loss or damage from your data theft from your PCs/LAPTOPS/NETBOOKS in this case.
- In all remote assistance sessions you are requested to constantly monitor the session when the person is on phone with you, we would not request any remote assistance session with you without any live person talking to you at the same time. In case you get a remote assistance session without a live person on call you are requested to not accept the request, at no time PSS TECH would be

responsible for any data theft that occurs due to unattended remote assistance session. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

- All your action and interactions with us on computer support issues should comply with the cyber laws of India/US and or your country of residence.
- We as a merchant shall be under no liability whatsoever with respect to any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account/Service Plan of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time Payments and Refunds

Upgrading And Downgrading Terms

- If you are buying online a valid credit card is required for paying Account/Service Plans. We reserve the right to accept or reject the payment made through credit cards, and we may change our payment options time to time.
- [PSSTECH.US](https://www.psstech.us) service support plan starts from the date on which you signup or sign the agreement copy, and the payment is realized.
- In case of annual and more than monthly plan the Service is billed in advance on a monthly basis and is non-refundable for that month.
- In case you are not satisfied with the service and we have not been able to resolve even 1 issue with your computer in that month you are entitled to a full refund no questions asked.
- In case we're not able to fix even one of your issues your complete amount would be refunded. In case we're able to fix even one issue you're not entitled for a complete refund. We would deduct a minimum of (\$29.99 or 25% of the total charged amount, whichever is higher) x number of cases resolved by us, and refund back the rest amount.
- All fees that you pay are inclusive of all taxes, levies, or duties imposed by taxing authorities of India, and you shall be responsible for payment of all such taxes, levies, or duties, if levied in your country.
- You can move from a monthly/annual plan to an incident based plan, and we would be able to accommodate your amount for any such move at the terms and conditions suggested to you by your Account/Service Plan manager at that time.

Cancellation And Termination

- You are solely responsible for properly canceling your Account/Service Plan. An email or phone request to cancel your Account/Service Plan to your Account/Service Plan manager is a must and you must receive a confirmation from your Account/Service Plan manager on the date of cancelation.
- All of your data stored with us will immediately be archived from active servers and maybe stored with us for any future use.

- If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and we will not charge you again.
- PSS TECH, in its sole discretion, has the right to suspend or terminate your Account/Service Plan and refuse any and all current or future use of the Service, for reasons such as unauthorized access of our portal, servers and databases, abusive behavior, data theft, improper utilization of our services, using the service for PCâ€™S/LAPTOPS/NETBOOKS other than the one which has been registered for use with PSS TECH, among other reasons. Such termination of the Service will result in the deactivation or deletion of your Account/Service Plan or your access to your PCâ€™S/LAPTOPS/NETBOOKS Support Service.
- Any use of software which is not legal may result in termination of your services and cancellation of your Account/Service Plan by PSS TECH.
- PSS TECH reserves the right to refuse service to anyone for any reason at any time.

Modifications To The Service And Prices

- PSS TECH reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
- Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes on our website PSSTECH.US or by sending an e-mail to you at our registered account.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in no event shall PSS TECH be liable to you in excess of the amounts actually paid by you to PSS TECH under the Plan Order that is the subject of the dispute.

The PSS TECH Portal, and all content provided on or through the site, are provided on an "as is" and "as available" basis, except where expressly provided otherwise.

Copyright And Content Ownership

- All content posted by you and transmitted to us should comply with Indian/US cyber laws and copyright laws and /or the copyright law in your country.
- Any data that you share with us would be the intellectual property of your or third-party from which you have sourced the content, PSS TECH would not own any rights to such issues.
- Any queries or resolutions that you post on our forums would become our property.
- PSS TECH reserves the rights to remove any content posted on our website it deems inappropriate without assigning any reason.

- The look and feel of the site is copyright©2009-2010 PSS TECH. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from PSS TECH.

Credit Card And Billing

You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize PSS TECH to charge and/or place a hold on your credit card with respect to any unpaid charges for Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that these charges are to be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that these charges are to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize PSS TECH and/or any other company who bills products or services, or acts as billing agent for PSS TECH to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide PSS TECH with updated credit card information upon PSS TECH's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither PSS TECH nor any PSS TECH affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at PSS TECH's option, to the Account/Service Plan number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional \$20.00.

General Conditions

- Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
- Technical support is only provided to paying Account/Service Plan holders and is only available via email, and on call.
- Currently the service is available only in English and Hindi languages, all other languages would be entertained on best effort basis.
- You understand that PSS TECH may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

- You must not modify, or resell our services to a third-party unless explicitly specified by us. Any liability that arises from this would be solely yours.
- We may, remove Content and Account/Service Plans containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- Verbal, physical, written or other abuse (including threats of abuse or retribution) of any PSS TECH customer, employee, member, or officer will result in immediate Account/Service Plan termination.
- You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
- You must not transmit any worms or viruses or any code of a destructive nature.
- PSS TECH does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
- You expressly understand and agree that PSS TECH shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if PSS TECH has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service. Any liability would be limited to the value of service contract.
- The failure of PSS TECH to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and PSS TECH and govern your use of the Service, superceding any prior agreements between you and PSS TECH (including, but not limited to, any prior versions of the Terms of Service).
- Any further questions about the Terms of Service should be sent to support@psstech.us .