

Terms of Use

THESE TERMS AND CONDITIONS (“TERMS OF USE”) STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF GEEK ON CLICK’S WEBSITE AND GEEK ON CLICK’S COMPUTER SUPPORT SERVICE AND YOUR RELATIONSHIP WITH GEEK ON CLICK. YOU SHOULD READ THEM CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND INSTRUCTIONS SUCH AS HOW LONG IT LASTS, FEES FOR EARLY TERMINATION, OUR RIGHTS TO CHANGE ITS CONDITIONS, LIMITATIONS OF LIABILITY, PRIVACY, SETTLEMENT OF DISPUTES BY ARBITRATION INSTEAD OF IN COURT AND CLASS ACTION WAIVER. IF YOU ACCEPT THIS AGREEMENT, IT WILL APPLY TO ALL YOUR SERVICE PLANS FROM US, INCLUDING ALL YOUR EXISTING PLANS. YOUR ACCEPTANCE OF THESE TERMS & CONDITIONS WILL BE IMPLIED BY THE USE OF THE GEEK ON CLICK SERVICE.

“AGREEMENT”

THESE TERMS AND CONDITIONS, TOGETHER WITH EACH ACCEPTED PLAN ORDER SUBMITTED BY YOU, ANY ADDITIONAL TERMS MENTIONED FOR YOUR PLAN ORDER AND THE PRIVACY POLICY, STATE THE ENTIRE AGREEMENT BETWEEN YOU AND GEEK ON CLICK (THE “AGREEMENT”). The Plan Order will form the part of the “Agreement” only if it has been acknowledged by GEEK ON CLICK in writing or by an e-mail. You must agree to the Terms and Conditions in order to be eligible to use the GEEK ON CLICK Websites (defined below), or obtain GEEK ON CLICK Services (defined below).

DEFINITIONS

Certain terms defined in these Terms and Conditions are also used in the Privacy Policy and are incorporated by reference to these Terms and Conditions.

“Content”

Software, Materials, Services and other related information are collectively referred to as “Content.”

“You” or “you”

“You” means you individually, any person, including any employer that you are acting on behalf of.

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“GEEK ON CLICK Certified Technicians/(s)”

“GEEK ON CLICK Certified Technician means” technicians and specialists certified by GEEK ON CLICK to perform the Services under this Agreement.

“Subscription Based Plans”

“Subscription Based Plans” are tenured Subscription plans offered by GEEK ON CLICK that are active for a period of ONE YEAR ONLY and will not include any incident based plans such as “Per Incident Plan” or the like.

“Services”

All references to “Services” refer to any GEEK ON CLICK service delivered under the plan that you enter into with GEEK ON CLICK through use of the GEEK ON CLICK Websites (defined below) or by calling the GEEK ON CLICK’S phone number mentioned on the GEEK ON CLICK Websites. These Terms of Use govern all plans available through the GEEK ON CLICK’S Website, and any use of the GEEK ON CLICK Websites. In the event of any conflict these Terms of Use control any valid Plan Order form that you submit requesting Services (“Plan Order”). Our technical services include are mentioned below:

Virus & Spyware Removal, PC optimization for better and faster performance, Operating system issues, Memory Issues, Software & Driver Updates on your PC, Disk Defragmentation, Resolving system start up issues, Registry repair, Blue screen of death, System restore, Application proper functioning, Install upgrades, Antivirus Installation, Printer Set Up, Wireless Router & Networking, Adding new peripherals like Printer, IPod, digital camera, scanners etc. And Many other Software related Issues can be resolved while on Remote.

“Geek on Click Website”

GEEK ON CLICK Website only includes www.Geek On Click.com and or any other owned, operated, licensed or controlled by GEEK ON CLICK LLC.

“Materials”

“Materials” means any web casts, download areas, white papers, press releases, datasheets, FAQs, product information, quick reference guides, or other works of any kind that are made available to download from the GEEK ON CLICK Websites are the proprietary and copyrighted work of GEEK ON CLICK and/or its suppliers. The definition of “Materials” does not include the design or layout of the GEEK ON CLICK.com web site or any other GEEK ON CLICK owned, operated, licensed or controlled website.

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“Software”

“Software” means a computer program of any kind, whether owned by GEEK ON CLICK or a third party, whether delivered via download, CD, other media, or other delivery method, including client and/or network security software. Elements of the Software are protected under copyright, trade secret, unfair competition, and other laws. Software includes both GEEK ON CLICK Software and third party Software. Your use of Software is subject to the respective agreements such as a license agreement or user agreement that accompanies or is included with the Software, ordering documents, exhibits, and other terms and conditions that apply (“License Terms”).

Submission of Plan Orders; Service Plans

You may order Services by submitting Plan Orders through the GEEK ON CLICK Websites or by calling GEEK ON CLICK. Once GEEK ON CLICK accepts the Plan Order submitted by you, then you will receive an email from GEEK ON CLICK at the email address that you provide or have provided to GEEK ON CLICK as part of the Registration Process for the Services. GEEK ON CLICK is not responsible for rendering Services in connection with any Plan Order that it has not accepted. Upon acceptance by GEEK ON CLICK of a Plan Order, you will have a Service Plan.

Undertaking

Subject to the Terms and Conditions, and other terms specific to each Service Plan, GEEK ON CLICK will address your query using commercially reasonable efforts in providing appropriate solutions under the Services. In most cases, GEEK ON CLICK will attempt problem diagnosis and a solution through chat, email or other means as it deems most appropriate under the circumstances including remote access. You understand that if remote access is used on your computer there will be no residual software from the remote session; however, there may be a text file placed on your computer that will explain the work that was done on your computer. If such a text file is placed on your computer, you have the option to either save the file for future reference or to delete it from your computer. All undertakings under Service Plans are subject to GEEK ON CLICK’S Limited Warranty, which is set forth below. You agree to pay all Services Fee and any other applicable fee/charges as set out in the relevant Plan Order in accordance with the Payment Terms provided below.

Payment

Services against any Plan Order will be available once you have made payment for Services according to the requirements of the corresponding Plan Order. GEEK ON CLICK has no obligation to render Services under any Service Plan if the payments as required under any Plan Order have not been made.

You understand that certain Service Plans may have fee including, but not limited to “Service Fee” and/or “Activation Fee” payable either on an annual basis (“Annual Payment Plan”) or on a monthly basis (“Recurring Payment Plan”). Subject to the applicable Term Plan, all payments under the Annual Plan shall be made upfront at time of commencement of the subscription cycle.

Terms & Conditions

Geek On Click

For payments under the Recurring Payment Plan, apart from the monthly installments of the Service Fee, payable over a one (1) year payment term, You may be charged an additional non-refundable Activation Fee at the time of registration, as specified in the Plan Order. The fee (including Activation Fee) will not be refunded in case of cancellation of the Service Plan unless otherwise stated in the Plan Order. All fee under this clause or a relevant Plan Order, is payable at the time of commencement of the Service Plan.

When you purchased the Service, you agreed to a specific price and plan, where such plan maybe for a term of only one Year (“Term Plan”). All terms of Service Fee and/or any other fee payable under any mode of payment for a Subscription shall be set forth in the applicable Plan Order. Similarly, some plans may offer a discount on the Service if you sign up for other GEEK ON CLICK services (“Bundle Discount”). You agree to maintain your Service and the bundled services for the applicable term. If you signed up for a Term Plan or a Bundle Discount, the price available with those plans is valid until one of the following occurs: (1) the Term Plan expires; (2) you drop one of the GEEK ON CLICK services you were required to purchase to receive the special Rate as notified to GEEK ON CLICK; or (3) you terminate the agreement/Service Plan before the expiry of the relevant term.

Credit Card 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 GEEK ON CLICK 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 GEEK ON CLICK and/or any other company who bills products or services, or acts as billing agent for GEEK ON CLICK 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 GEEK ON CLICK with updated credit card information upon GEEK ON CLICK’S request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither GEEK ON CLICK nor any GEEK ON CLICK 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 GEEK ON CLICK’S option, to the account 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 may, at our discretion, charge you an additional \$15.00.

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Renewal Policy

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

A subscription under the 1-year Annual Maintenance Plan does not automatically renew and ends at the end of the applicable period.

Refund Policy

For subscription based plans, a full refund will be issued if GEEK ON CLICK has not been able to resolve even a single issue for you within the first 15 days of the subscription. If there are one or more resolved issues, the fees for the Subscription Service will not be refundable. Notwithstanding this GEEK ON CLICK may, at its sole discretion and on a case by case basis, agree to a refund of Subscription fees after deducting charges for servicing the Customer.

For incident based plans, you will be eligible for refund when any of the following criteria are met:

- You have all the prerequisites which were required to resolve the problem
- Issue was not resolved until the time account was active.
- 15 days have not passed after the issue was last worked upon by a GEEK ON CLICK technician

Privacy Policy

The GEEK ON CLICK'S Privacy Policy which is an integral part of these Terms and Conditions is incorporated here by reference (http://www.Geek On Click.com/privacy_policy.pdf). If you have not yet reviewed the GEEK ON CLICK'S Privacy Policy, and then please do so prior to agreeing to these Terms and Conditions. You agree that beyond the Personal Information identified in the Privacy Policy, any information or data disclosed or sent to GEEK ON CLICK over the telephone, electronically or otherwise, is not confidential or proprietary to you.

Personal and Non-Commercial Use Limitation

Unless otherwise specified, the Services, Materials and Software are solely for your personal and non-commercial use in addressing matters covered by your Service Plan. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, transfer, distribute or sell any information, software, products or services obtained from the Services, Materials, or Software. Any Services, Materials, and Software are available only in connection with Services under a valid Service Plan.

Terms & Conditions

Geek On Click

No Unlawful or Prohibited Use

As a condition of your use of the GEEK ON CLICK Websites or any Services, you will not use the Materials, Software or Services for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Services, Materials, or Software in any manner that could damage, disable, overburden, or impair any GEEK ON CLICK server, or the network(s) connected to any GEEK ON CLICK server, or interferes with any other party's use and enjoyment of any of the GEEK ON CLICK Websites, the Materials, Software or Services. You may not attempt to gain unauthorized access to any GEEK ON CLICK Websites, the Materials, Software or Services, other accounts, computer systems or networks connected to any GEEK ON CLICK server or to any of the GEEK ON CLICK Websites, the Materials, Software or Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any GEEK ON CLICK Websites, the Materials, Software or Services or information through any means other than that specifically permitted to you under a Plan Order.

Fair Usage Policy; Suspension or Termination of Subscription:

Though GEEK ON CLICK has no limits on the amount of online support requests a Subscription based plan user may make during the subscription period, however, each Subscriber's use of the support services for the subscription based plans are subject to GEEK ON CLICK'S "fair use" policy. Under this policy, if at any time, in GEEK ON CLICK'S sole discretion, a subscription based plan user is found to be abusing the service by exceeding the level of use reasonably expected from someone using a Subscription based Plan for individual use, and then GEEK ON CLICK reserves the right to suspend or terminate Subscriber's Subscription Services. In addition, GEEK ON CLICK reserves the right to suspend or terminate any Subscription Services of any Subscriber that GEEK ON CLICK, in its sole discretion, determines are being used (a) fraudulently, (b) by any person other than Subscriber, or (c) for any computer system other than a Registered System. User may terminate the Service at any time by giving written or electronic notice to GEEK ON CLICK; provided, however, that User will not be entitled to a refund of any fees prepaid by User for the Service.

Linking

You may not create hyperlinks to any portion of the GEEK ON CLICK Websites, nor any Materials or Software posted therein.

Indemnity

You agree to indemnify, defend, and hold GEEK ON CLICK, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party Web site providers harmless from and against all claims, demands, actions, liabilities, losses, expenses, damages, and costs, including actual attorneys' fees, resulting from your violation of the material terms of these Terms of Use, any misuse or abuse of a Service, any use of the Service that amounts to infringement, or infringement by any other user of your account of any intellectual property or other right of GEEK ON CLICK or any other third party. You will cooperate

Terms & Conditions

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as fully as reasonably required in GEEK ON CLICK'S defense of any claim. GEEK ON CLICK reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of GEEK ON CLICK. You agree immediately to notify GEEK ON CLICK of any unauthorized use of your account or any other breach of security known to you.

Limited Licenses to Use the GEEK ON CLICK Websites, Materials and Software

As permitted through a Service, you may use Materials and Software posted on the GEEK ON CLICK Websites, or made available in connection with a Plan Order which may be available for additional purposes and or subject to additional restrictions.

General License Restrictions

Any other use of the GEEK ON CLICK Websites, Services, Materials or Software, other than as explicitly permitted by GEEK ON CLICK is prohibited. Rights to execute, copy, modify, display, and transmit, distribute, manufacture, use, sale are all reserved to GEEK ON CLICK and its suppliers. Reverse engineering and recompilation of the Software is strictly prohibited.

User Responsibility

In connection with obtaining Services, you agree that you will:

- **Basic Responsibilities:** You agree that you are a legal license holder of the software on Your personal computer and Your use of the Services and the internet is solely at Your own risk. By electing to receive the Services, You confirm that You (a) have full access to Your hardware and software that are the basis of the problem, and (b) have completed a back-up onto separate media of any software or data on the hardware that may be impacted by the Services. All information that You provide to GEEK ON CLICK is accurate, including Your name and address, and if applicable, any credit or charge card numbers, expiration dates or any other payment information provided by you to GEEK ON CLICK.
- **Liability Release:** To the extent permitted by applicable law, GEEK ON CLICK will have no liability for loss of or recovery of data, programs, or loss of use of systems(s) or networks arising out of the Services or any act or omission, including negligence, by GEEK ON CLICK and/or its representatives. If GEEK ON CLICK works with You on any password or other access control oriented problems, GEEK ON CLICK strongly recommends that You reset such passwords(s) immediately following the completion of the Services.
- **Transfer:** The Subscription-Based-Services are only transferable once during the subscription period from one computer to another, provided it is owned by you. You may not use the Services in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by You.

Terms & Conditions

Geek On Click

- Data Backup: GEEK ON CLICK does not provide data backup or restoration services. You are solely responsible for maintaining and backing up all information, data, text or other materials (collectively "customer data") and software stored on your computer and storage media before ordering the services. You acknowledge and agree that GEEK ON CLICK 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. GEEK ON CLICK does not provide backup copies or support installation of unlicensed software to customers. Please ensure that you have a licensed copy of all necessary software.
- Cooperate with the GEEK ON CLICK Technician: We will use commercially reasonable efforts to provide the support to you. Our experience shows that most issues can be corrected as a result of close cooperation between you and the technician. Please listen carefully to the technician and follow the technician's instructions. You must confirm that the following conditions are true:
 - The situation giving rise to the question is, reproducible on a single system, i.e., one central processing unit with its workstations and other peripherals;
 - You must have knowledge regarding the hardware system, any software involved, and in the facts and circumstances surrounding the incident.
 - The full system, including software and hardware, is available to you and accessible by you without limit during any discussions with GEEK ON CLICK support personnel.

Availability of Services and Materials under Force Majeure Circumstances

You hereby acknowledge that circumstances outside of GEEK ON CLICK'S reasonable control (e.g., acts of God, a large scale outbreak of a new computer virus, strikes, riots, wars, other military action, civil disorder, acts of terrorism, fires, floods, vandalism, sabotage, acts of third parties, or the like) may cause significant delays in GEEK ON CLICK'S ability to schedule a support session. You hereby release GEEK ON CLICK from any and all liability, and agree that GEEK ON CLICK shall not be liable to you or any third party for any direct or indirect damages whatsoever, resulting from such delays.

GEEK ON CLICK or its suppliers may, at any time, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.

Exclusions from "Services"

"Services" shall not include the following:

- Any item or activity not covered by the terms of a Plan Order;
- Service beyond the duration limitations identified in your Plan Order;
- Problem diagnosis and support that may not be completed because of a problem with your computer or other equipment, or their configuration that is beyond our control;
- Software, including the operating system and software added to the registered hardware products which are out of scope for the Service Plan;
- Problems that may and do result from:

Terms & Conditions

Geek On Click

- External causes such as accident, abuse, misuse, or problems with electrical power;
- Usage that is not in accordance with product instructions provided by manufacture;
- Failure to follow the product instructions provided by manufacture or failure to perform preventive maintenance; or
- Problems caused by using accessories, parts, or components not compatible with the product.
- Non Compliance with the GEEK ON CLICK technician instructions for resolving the query.
- Malfunction of hardware such as printer, power-supply, memory, processor, monitor or any other such hardware components.

Notice Specific to Materials and Software Available on the GEEK ON CLICK Websites, or Through a Service

For your convenience, GEEK ON CLICK may make available Materials or Software (as each term is defined above) for use and/or download, whether as a part of a Service, or in promotion of the Services. Use of any Materials and any Software is governed by the more stringent of (a) the terms of the end user license agreement (“EULA”), if any, which accompanies the specific Materials and Software, or (b) if there is no EULA, these Terms and Conditions.

The Materials and Software are made available for download solely for use by you according to (a) the EULA, and (b) the Plan Order. Any reproduction or redistribution of the service not in accordance with the EULA is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

No logo, graphic, sound or image from any GEEK ON CLICK Web site may be copied or retransmitted unless expressly permitted by GEEK ON CLICK.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE MATERIALS OR SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION, REDISTRIBUTION OR ANY OTHER PURPOSE IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE EULA ACCOMPANYING SUCH MATERIAL OR SOFTWARE.

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End User License Agreements (Eula) – Generally

In connection with our Service, we may provide to you, the use of certain software which is owned by GEEK ON CLICK or its third party licensors, and suppliers. We as well as the third party licensors reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. You may use the Software only as part of, or for use with, the Service in accordance with the Service Plan and for no other purpose.

The Software may be accompanied by a EULA from GEEK ON CLICK or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms and conditions of the EULA.

Eula for GEEK ON CLICK Software

With regard to any Software made available to you by GEEK ON CLICK through the GEEK ON CLICK Websites for which your acceptance of a separate license agreement is not required (“GEEK ON CLICK Software”), you are hereby granted a revocable, non-exclusive, non-transferable license by GEEK ON CLICK to use the GEEK ON CLICK Software (and any corrections, updates and upgrades). In accordance with and as required under the Service Plan you shall not make any copies of the GEEK ON CLICK Software. You agree that the GEEK ON CLICK Software is the confidential and proprietary information of GEEK ON CLICK or its third party licensors, providers or suppliers, and which you shall not disclose to others or use except as expressly permitted herein. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the GEEK ON CLICK Software, or otherwise reduce the GEEK ON CLICK Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the GEEK ON CLICK Software to any third party. You may not remove or Alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the GEEK ON CLICK Software. You acknowledge that this license is not a sale of intellectual property and that GEEK ON CLICK or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the GEEK ON CLICK Software and related documentation, as well as any corrections, updates and upgrades. The GEEK ON CLICK Software may be used only in the country of residence at the time of acceptance of these terms for use of the GEEK ON CLICK Software. Export of the GEEK ON CLICK Software is strictly prohibited.

Third Party Products

As part of the Services, GEEK ON CLICK may suggest that you acquire, install and use certain third party software or services (“Third Party Software”). Third Party Software is licensed to you by the respective owners or licensees of the Third Party Software. You must agree to the terms and conditions set forth by such owners or licensees before installing Third Party Software, whether GEEK ON CLICK assists you in the acquisition, installation, and/or use of Third Party

Terms & Conditions

Geek On Click

Software. GEEK ON CLICK has no responsibility or rights to the Third Party Software and does not license Third Party Software to you or make any representation or warranty regarding the Third Party Software.

Your license to the GEEK ON CLICK Software shall remain in full force and effect unless and until terminated by GEEK ON CLICK, its third party licensors, providers or suppliers, or until your Service Plan is terminated as provided by your Plan Order and these Terms and Conditions. Upon termination of your Service Plan for any reason, you must cease all use of the Service Plan and the GEEK ON CLICK Software and immediately delete the GEEK ON CLICK Software from your computer.

To the extent that we provide technical assistance and support for Third Party Software or equipment, you must ensure that you comply with the terms and conditions under which you licensed such Third Party Software or purchased such equipment. We make no representation or warranty that we are an authorized service provider for Third Party Software or for any equipment; it is your sole responsibility to determine if you require additional rights for us to provide such support and if so, to acquire such rights. You acknowledge that support of Third Party Software or equipment by an unauthorized service provider may void any warranty made by the supplier of such Third Party Software or equipment.

Third Party Agreements

As part of the Services, GEEK ON CLICK may suggest certain third party services to you. If you choose to subscribe to or otherwise use any third party services, your use of any such services is subject to the terms of service of such third party service provider. You agree to comply with such provider's terms of service and that the third party provider is solely responsible for delivery of its service(s) to you and your use of them. Third party services include, but are not limited to technical support, Websites, training, music, gaming and storage services that GEEK ON CLICK may elect to make available from time to time. Violation of such third party provider's terms of service may, in GEEK ON CLICK'S sole discretion, result in the termination of your customer account and use of service.

Limited Service Warranty

GEEK ON CLICK DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED AS TO THE SERVICES, THE MATERIALS AND THE SOFTWARE WHETHER IN THE NATURE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN THE EVENT THAT YOU ARE NOT SATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO (A) ALLOW GEEK ON CLICK TO REPERFORM THE SERVICES SUBJECT TO DISPUTE, (B) RE-DOWNLOAD AND REINSTALL THE SOFTWARE.

SOME OF THE GEEK ON CLICK SERVICE PLANS COMES WITH A 7- DAY LIMITED SERVICE WARRANTY AS PROVIDED IN ONLINE DOCUMENTATION FOR THOSE SPECIFIC PLANS. THIS 7- DAY LIMITED SERVICE WARRANTY IS SUBJECT TO FULFILLMENT OF THE TERMS FOR THE SPECIFIC SERVICE PLAN WHICH IS IN ADDITION TO THE TERMS AND CONDITIONS IN THIS DOCUMENT

Terms & Conditions

Geek On Click

GEEK ON CLICK AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE SERVICES, MATERIALS OR THE SOFTWARE FOR ANY PURPOSE WHATSOEVER. ALL MATERIALS AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND WHATSOEVER. GEEK ON CLICK AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT.

THE MATERIALS COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. GEEK ON CLICK AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE MATERIALS AND/OR THE SOFTWARE DESCRIBED HEREIN AT ANY TIME.

IN NO EVENT SHALL GEEK ON CLICK AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA REVENUE OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SERVICES, MATERIALS OR SOFTWARE, FAILURE TO PROVIDE THE SAME, OR INFORMATION AVAILABLE IN THE MATERIALS.

Limitation of Liability

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

Limitations on Actions

Any cause of action by you must be commenced within 3 months after the cause of action arose or it shall be forever waived and barred.

Term and Termination

GEEK ON CLICK at its sole election may terminate or suspend your Service immediately without notice if, in the sole discretion of GEEK ON CLICK: (a) you are in breach of any of the Terms and Conditions (including but not limited to all policies regarding abuse and acceptable use of the Service) or any license for Third Party Software; (b) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, GEEK ON CLICK'S network, or the use and enjoyment of GEEK ON CLICK'S other users; (c) GEEK ON CLICK receives an order from a court to terminate the Service you are availing ; (d) if GEEK ON CLICK for any reason ceases to offer the Service; (e) if you are no longer a GEEK

Terms & Conditions

Geek On Click

ON CLICK customer, or (f) GEEK ON CLICK determines that you are abusing the Service. GEEK ON CLICK, in its sole discretion, may refuse to accept your request for the Service, renewal or re-subscription following a termination or suspension of your use of the Service.

Severability; Waiver

If any provision of the Terms of Service be held invalid or unenforceable, that portion shall be enforced to the maximum extent possible, and all other provisions contained in the Terms of Service shall remain in full force and effect. GEEK ON CLICK'S failure to enforce any provision of the Terms of Service shall not be deemed a waiver of such provision nor of the right to enforce such provision.

No Offer

The GEEK ON CLICK Websites is available internationally and may contain references to GEEK ON CLICK products, services, and programs that are not available in a viewer's country. These references do not imply that GEEK ON CLICK intends to make such products, services, or programs available in such country.

Modification

GEEK ON CLICK reserves the right to amend the Terms and Condition, and the GEEK ON CLICK Websites at any time by (a) posting a revised version of the Terms and Conditions on the GEEK ON CLICK Websites (http://www.Geek On Click.com/terms_of_use.pdf), or by (b) sending information regarding any amendment to the Terms of Service to the email address you provide to GEEK ON CLICK in connection with registration. You are responsible for regularly reviewing the GEEK ON CLICK website to be notified of any amendments to the Terms and Conditions.

ARBITRATION AND CLASS ACTION WAIVER Arbitration

The Terms will be governed by the laws of the State of Connecticut, United States of America. The Terms are the entire agreement between You and GEEK ON CLICK relating to the Services and : (i) supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevail over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. The Terms shall terminate immediately upon your breach of any term contained herein and You shall cease use of the Services. The disclaimers of warranties and damages and limitations on liability set forth in the Terms shall survive termination.

Before you take a dispute to arbitration or to small claims court, you must first contact us by writing us and describing (a) the nature and basis of the Claim or dispute; and (b) the specific relief sought ("Demand") and gives us an opportunity to resolve the dispute.

Geek On Click

Class Action Waiver

The Parties hereby expressly agree that any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS AGREEMENT.

Credit Card Authorization form:

Card Identification Number (last 3 digits located on the back of the credit card): _____

Amount to Charge: \$ _____ (USD)

I _____ authorize Geek On Click LLC. to charge the agreed amount listed above to my credit card ending with last four Digits _____ provided herein. I agree that I will pay this purchase in accordance with the above agreement.

Signed: _____

Date: _____

Name as appear on Card: _____
Once electronically signed return the completed form to: **billing@GeekOnClick.com**

Should you have any questions concerning the Terms, or if you desire to contact GEEK ON CLICK for any reason, please write Email to: **customercare@GeekOnClick.com**
GEEK ON CLICK LLC.