

Computerstuff Support Agreement

TERMS OF SERVICE

You have requested the customer support service described below from computerstuff.net provided by **Stationery & Stuff Co Ltd** in Phuket, Thailand through <http://www.computerstuff.net>, a web site maintained by Stationery & Stuff. The Service will be provided to you subject to the following terms and conditions:

ACCEPTANCE

By confirming below that these terms have been reviewed and accepted by you, you will be bound by these terms and they will form the agreement between you and Stationery & Stuff upon which the customer support service will be provided. Stationery & Stuff will not be required to perform the service requested by you until it accepts your request in writing or electronically. If you issue a purchase order or other writing in connection with the service request, any provision of such purchase order or other writing inconsistent with these terms will not be binding upon Stationery & Stuff and, to the extent any such inconsistency exists, these terms will prevail.

SERVICE

Our customer support service allows you to contact our technicians via the telephone or through the internet and, if authorized by you, allows our technicians to gain remote access to your computer to assist in resolving your computer problems.

SUPPORT PROCESS

You may ask questions about software and hardware malfunctions related to the products that appear on our list of supported products. We may refuse to answer a question that is related to a product not mentioned on the supported products list. Answering a question relating to an unsupported product should be considered a courtesy and not an obligation of service.

You have a choice of conducting the dialogue via telephone, email, Skype or MSN Messenger. You can switch between these three modes at any time depending upon your preferences or the advice of the technician providing your support.

We will provide a "Remote control screen sharing module" that you can download easily to your computer. It allows you to grant control of your computer to our technician remotely over the Internet, so that we can diagnose or correct problems. Our staff can not use the screen sharing software unless you have explicitly consented to its use. The software automatically uninstalls and removes itself after the remote support connection has been terminated. You will be required to re-install the module and grant new permission for additional remote sessions.

REGISTRATION

You must register to use our service. As part of the registration process, you must

- (a) provide complete information on the Registration Form
- (b) warrant such information to be current, complete and accurate and
- (c) update such information to keep it complete and accurate at all times.

You must be of a legal age that gives you the right to form enforceable contracts. Stationery & Stuff reserves the right to refuse service to you for any reason.

LIMITED LICENSE

Your right to use our service is personal to you and you may not resell or otherwise transfer the use of your account.

FEES

The Service is currently available on a monthly subscription basis, and alternatively on a

pay-per-incident basis.

During signup you will be asked to provide us with your name as it appears on your credit card, your credit card number and expiration date. The fee for your subscription will be charged to your credit card. If you sign up for the monthly plan, your subscription will be renewed for the next period and your credit card will be billed automatically at the end of each monthly subscription period until you cancel your subscription.

If you subscribed on a pay-per-incident basis you will be charged for each incident separately. If you are not satisfied with the quality of our technical assistance you can discontinue your membership without any further obligations.

PAYMENTS

All fees payable in connection with the Service will be charged directly to the credit card you provide to Provider. This charge will appear as "CS PHUKET" on your credit card statement.

YOUR RESPONSIBILITIES

You must:

- (a) comply with all applicable laws in connection with your use of the Service
- (b) not use the Service for any illegal purpose
- (c) not interfere or otherwise disrupt networks connected to the Service
- (d) not use the Service to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy
- (e) not transmit through the Service, through Feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any nature
- (f) not attempt to gain unauthorized access to other computer systems and
- (g) not interfere with another user's use and enjoyment of the Service

You are solely responsible for backing up all data stored on your computer and for protecting such data from loss or theft.

INTENDED AUDIENCE

Provider offers the Site and the Service from its headquarters in Thailand for customers located anywhere in the World. Your use of the Service is subject to all applicable laws.

PRIVACY

While Provider will attempt to protect information about you, such as your name and credit card information from inadvertent disclosure, it does not assume any responsibility if such information is disclosed through the Service or the Site due to circumstances beyond Provider's control. You should read Provider's LEGAL NOTICES for more information.

PROMOTION

You may not advertise your use of the Service, in any form, without first obtaining Provider's consent in writing or electronically. In addition, you may not use the name or any trademark or service mark of Provider for any purpose without first obtaining Provider's consent in writing or electronically.

DISCLAIMER

THE SERVICES ARE RENDERED BY STATIONERY & STUFF CO LTD WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, STATIONERY & STUFF CO LTD DOES NOT WARRANT OR REPRESENT THAT:

- (A) THE SERVICE OR THE SITE WILL BE ERROR FREE

- (B) DEFECTS IN THE SERVICES OR THE SITE WILL BE CORRECTED OR
(C) THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPUTER CODE

LIMITATION ON LIABILITY

STATIONERY & STUFF CO LTD WILL NOT, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE, BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES INCURRED BY YOU IN CONNECTION WITH THE SERVICES, THE SITE OR ANY OTHER MATTER (INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS), EVEN IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORESEEN BY STATIONERY & STUFF CO LTD OR FOR ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF THE FEES PAID BY YOU FOR THE SERVICE DURING THE YEAR IN WHICH YOU INCURRED SUCH DAMAGES.

INDEMNIFICATION

You shall indemnify and hold harmless Provider from and against all costs, damages, expenses, liabilities and losses incurred by Provider (including, but not limited to, fees and disbursements of counsel to Provider)

(a) in connection with

- (i) your failure to perform any obligation pursuant to these terms and conditions and
- (ii) your negligence or

(b) otherwise in connection with your use of the Service or the Site, except to the extent such costs, damages, expenses and losses are incurred by Provider solely due to the gross negligence of Provider.

TERMINATION AND MODIFICATION

Provider may at any time suspend, terminate or modify the Service, or your access to the Site, without notice to you and without any liability to you for such suspension, termination or modification. You may terminate the Service at any time by giving written or electronic notice to Provider; provided, however, that you will not be entitled to a refund of any fees prepaid by you for the Service.

NOTICES

You may send email notices to Provider or use our other contacts. Any such notice will be effective upon actual receipt by Provider. Provider may send notices to you through e-mail, regular mail or a posting on the Site. Any such notice will be effective upon actual receipt by you in the case of e-mail or regular mail or upon posting in the case of such notice being posted on the Site.

INDEPENDENT CONTRACTORS

You and Provider are independent contractors and not agents of the other for any purpose. Neither you nor Provider may act for the other or incur any indebtedness, liability or obligation on behalf of the other.

FORCE MAJEURE

Provider will not be liable to you for any failure or delay in the performance of an obligation pursuant to these terms and conditions to the extent such failure or delay is caused by circumstances beyond its reasonable control (including, but not limited to, earthquake, fire, flood or other casualty, an act of God, a strike, lockout or other labour dispute, war, embargo, blockade, legal restriction, riot, insurrection or governmental action).

NO THIRD-PARTY BENEFICIARIES

No individual or entity is a third-party beneficiary to this Agreement. Each provision of this Agreement may be enforced only by Provider or you or, to the extent permitted by this Agreement, any successor or assignee of Provider or you.

MISCELLANEOUS

This Agreement supersedes and replaces all written and oral proposals, quotes, agreements, arrangements, understandings and communications between the parties relating to all or any part of the subject matter of this Agreement and constitutes the sole agreement between the parties related to the subject matter of this Agreement. There are no representations, warranties, guarantees, assurances, promises, understandings or arrangements between the parties except as expressly contained in this Agreement. Headings in this Agreement are solely for convenience and shall not be used to construe this Agreement. This Agreement shall be governed by Thai law and the parties attorn to the jurisdiction of Thai courts for all purposes in connection with this Agreement.