

Terms and Conditions for the Computer Genie Us remote IT support service

The following are the terms and conditions for use of the Computer Genie Us services. Please read them carefully. Our Service is offered to you with the condition you accept without modification the terms and conditions contained herein. Dove Computer Solutions Ltd, the company that runs the Computer Genie Us service may change the Terms of Use at any time. You understand that by using the Service after a change becomes effective, you have agreed to it. By purchasing the Service from Dove Computer Solutions Ltd, you are indicating your agreement to be bound by all of the terms and conditions set forth in this document.

THESE TERMS AND CONDITIONS STATE IMPORTANT REQUIREMENTS. YOU SHOULD READ THEM CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OURS.

1. GENERAL

These Terms of Use (the "Agreement") are entered into by and between the customer ("you", "your" or "Subscriber") and Dove Computer Solutions Ltd. ("Dove Computer Solutions Ltd", "Computer Genie Us", "us" or "we"). You are deemed to have accepted this Agreement upon the earlier of: (a) your submission of an online or telephone request for service; (b) your accepting the Terms of Use electronically during registration or in the course of initiating a support session whether online, by telephone or on-site (see Paragraph 4); (c) your use of the Service (see Paragraph 2). This Agreement is made up of the terms below, plus the Privacy Policy, all attachments to this Agreement, and the other policies and materials specifically referred to in these Terms of Use, all of which are incorporated herein by reference. The Agreement and related policies are also set forth on the ComputerGenieUs.com website ("Website"). The Agreement sets forth the terms and conditions under which you agree to use the Service, and under which Dove Computer Solutions Ltd agrees to provide the Service to you.

2. DEFINITION OF SERVICE

For purposes of this Agreement, the term "Service" shall mean the Computer Genie Us service as outlined on the Website, technical support and other features, products and services provided by Dove Computer Solutions Ltd under the service option that you have selected.

3. AUTHORISED USER, USE, AND RESPONSIBILITIES

3.1 You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. You understand that Computer Genie Us relies on the information you supply and that providing false or incorrect information may result in Service withholding or delays or the suspension or termination of your customer account. You agree to promptly notify Computer Genie Us whenever your personal or billing information changes (including for example, your name, address, telephone number, and credit card number and expiration date).

3.2 You agree that you are responsible for all use on your account. You understand this means that you accept full liability and responsibility for the actions of anyone who uses the Service via your account, with or without your permission.

3.3 If you select a subscription service plan that includes a pre-determined allocation of time (for example, purchasing monthly membership £9.99 per month and having 1 hour of free support), your free minutes will not accrue from one subscription period to the next if unused and will expire at the end of the subscription period.

4. PRIVACY POLICY

Dove Computer Solutions Ltd will treat your personal information in accordance with its current Privacy Policy, subject to change from time to time. You agree to the terms of the Privacy Policy, which describes Dove Computer Solutions Ltd's use and disclosure of information about your account and your use of the Service.

5. AVAILABILITY OF SERVICE

5.1 The Service you select may not be available at all times, and may not be available in the format generally marketed, and some personal computers may not be available to receive the Service. Please see the current list of software and operating systems that Computer Genie Us currently supports on our website, www.computergenieus.com

5.2 Computer Genie Us 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.

6. TERM AND TERMINATION

6.1 Effective Date and Term. This Agreement goes into effect upon your acceptance of this Agreement as set forth in Paragraph 1 and shall continue, subject to the terms of this Paragraph 12, until terminated by either party as permitted by this Agreement.

6.2 Termination of Service

6.2.1 Pay-as-you-go Service. If you are a Pay as You Go service customer, the Service is terminated at the end of each call.

6.2.2 Subscription Services can be terminated by the customer by notifying Computer Genie Us, in writing, at least three (3) days prior to the end of the current subscription period at [cancellations@Computer Genie Us.com](mailto:cancellations@ComputerGenieUs.com).

6.2.3 Termination and/or Suspension by Computer Genie Us. If, in the sole discretion of Computer Genie Us: (a) you are in breach of any of the terms of this Agreement (including but not limited to all policies regarding abuse and acceptable use of the Service); (b) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Computer Genie Us's network, or the use and enjoyment of other users; or (c) Computer Genie Us receives an order from a court to terminate your Service; (d) if Computer Genie Us for any reason ceases to offer the Service; or (e) if you are no longer a Computer Genie Us customer, then Computer Genie Us at its sole election may terminate or suspend your Service immediately without notice.

6.2.3 Terminated Account. Computer Genie Us, in its sole discretion, may refuse to accept your request for service renewal or re-subscription following a termination or suspension of your use of the Service.

7. PRICING AND PAYMENT

7.1 Pricing and Fees. Computer Genie Us fees and charges for the Subscription Service(s) you select are supplied to you during the ordering process and are available on the Website. You agree to pay the charges applicable to your selected Service plan. Monthly recurring charges (subscription plans) will be billed one month in advance; usage charges above the subscribed free period will be billed in arrears. Computer Genie Us or its agents will bill you directly, or charge your credit card, as you request and as approved by Computer Genie Us. Free promotions or offers are that, free, and will not incur fees.

7.2 Discontinuation of Service for Nonpayment. Service to you may be denied or discontinued without notice at any time if Service charges on your credit card, or your credit card provider denies or discontinues providing credit to you for any reason, or you fail to make payment when due or provide us with a new credit card expiration date before the existing one expires.

7.3 You are responsible for all telephone charges.

7.4 Service Without Resolution. Computer Genie Us will make every attempt to troubleshoot, analyse, assess, correct or otherwise fix your computer or network problem. If Computer Genie Us is unable to resolve your computer problem, you will still be liable for charges for time spent by Computer Genie Us in an attempt to correct a problem. Computer Genie Us does not guarantee that it will be able to resolve your IT problems.

7.5 The waiver of any fees or charges lies solely at the discretion of Computer Genie Us.

8. LIMITATIONS ON USE OF THE SERVICE

8.1 You agree that your use of the Service and the Internet, without limitation, is your sole responsibility, is solely at your own risk, and is subject to all applicable local, state, national and international laws and regulations.

8.2 You agree that the Internet is not owned, operated or managed by, or in any way affiliated with Computer Genie Us and Computer Genie Us is not responsible and has no control over the information or materials accessible via the Internet through use of the Service. You further agree that Computer Genie Us does not own or control all of the various facilities and communications lines through which service may be provided, nor does Computer Genie Us guarantee access to or through websites, servers or other facilities on the Internet, whether or not such facilities are owned or controlled by Computer Genie Us.

8.3 You agree that Computer Genie Us cannot and does not guarantee or warrant that data available for downloading through the Service will be free of defects, infection or viruses, worms, Trojan horses or other code that manifest contaminating, malicious or destructive properties. You are responsible for implementing adequate procedures to satisfy your particular requirements for accuracy of data input and output and for maintaining a means external to the Service for the reconstruction of any lost data.

8.4 You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information you transmit or receive over the Internet. Computer Genie Us is not responsible for invalid destinations, transmission errors, or corruption or security of your data.

8.5 You are not authorized to use any Computer Genie Us name or mark as a hypertext link to any Computer Genie Us website or in any advertising, publicity or in any other commercial manner without the prior written consent of Dove Computer Solutions Ltd. You understand that your ability to link to a website through the Service does not, in any way, represent or imply Computer Genie Us's approval of, or its determination of the quality of that product or service, and that links are provided for your convenience only. The links provided through the Service are maintained by their respective organizations, which are solely responsible for their content. Authorized use of the Computer Genie Us name and hyperlinks to the Computer Genie Us web site are acceptable with the context of membership of Computer Genie Us's Referral program.

9. WARRANTIES AND LIMITATION OF LIABILITY

9.1 YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMPUTER GENIE US (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT OR SOFTWARE), COMPUTER GENIE US (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY COMPUTER GENIE US OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. USE OF PCOMPUTER GENIE US SUPPORT DESK IS AT YOUR OWN RISK AND IS NOT WARRANTED.

9.2 COMPUTER GENIE US DOES NOT WARRANT THAT THE SERVICE PROVIDED BY COMPUTER GENIE US WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, OR THE LIKE. COMPUTER GENIE US SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. COMPUTER GENIE US MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE OR THE INTERNET. COMPUTER GENIE US MAKES NO WARRANTY REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE OR ANY LINKS DISPLAYED. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET GENERALLY.

DO NOT USE THE SERVICE IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

9.3 IN NO EVENT SHALL COMPUTER GENIE US (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF COMPUTER GENIE US HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

9.4 ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS PARAGRAPH ALSO APPLY TO ZUUASSIT'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

9.5 ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH COMPUTER GENIE US (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), COMPUTER GENIE US'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, ARE COLLECTIVELY RESPONSIBLE.

9.6 THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

10.7 COMPUTER GENIE US RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE.)

10. INDEMNITIES

You agree to defend, indemnify and hold harmless Computer Genie Us from and against all liabilities, costs and expenses, including reasonable lawyer's fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or wilful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet.

11. NOTICES

11.1 Notices required under this Agreement by you shall be provided to the Customer Service Department. Notices by Computer Genie Us to you shall be deemed given: (a) when sent to your registered email address, or (b) when deposited in the mail addressed to you at last-known address or (c) when hand delivered to your home, as applicable. Notice of changes to this Agreement and these Terms of Use will be deemed given upon posting to the pages on the Website.

11.2 With regard to electronic communications, you and Computer Genie Us further agree that: (a) the membership number and/or alias of a sender, contained in an electronic communication ("email"), is legally sufficient to verify the sender's identity and the authenticity of the communication; (b) an email sent containing your membership number and/or alias establishes you as its originator and has the same effect as a document with your written signature on it; and (c) an email or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.

12. GENERAL PROVISIONS

12.1 All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation, those clauses relating to Limitation of Liability and Indemnities, shall survive such termination, cancellation or expiration.

12.2 Computer Genie Us will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

12.3 You agree not to assign or otherwise transfer, this Agreement in whole or in part, including any software or your rights or obligations under it. Any attempt to do so shall be void. We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

12.4 The construction and validity of these Terms of Use are to be governed by English law, and the English courts are to have jurisdiction over all matters relating to and arising out of these terms.

12.5 Computer Genie Us's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

12.6 This Agreement, including all Attachments and all other policies posted on the Website, which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire agreement between you and Computer Genie Us with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

If you have any additional questions, please feel free to contact us any time at info@ComputerGenieUs.com.

December 2006

Plain English Terms

What we provide

1. The service we agree to give you is:
 - a. a telephone based help facility giving you dedicated expertise to answer queries or problems you may have with your hardware, operating systems and applications;
 - b. a remote diagnostics facility to solve problems with any PCs that you have registered with us;
 - c. a single point of contact for reporting faults; and
 - d. any other facilities as described at <http://www.computergenieus.com>.

To register your PCs for the service you will need to provide us with details of the PCs you wish to have covered by the service.

2. The service is available from 8am to 8pm every day.
3. The service is a pay per incident option described in paragraph 4.
4. The pay per incident option provides all the services described in paragraph 1, you will be charged a one off charge for each call made.
5. You will need a BT provided telephone line and broadband service in order to receive the service.
6. The service is only intended for use with registered PC's.
7. We may ask you to give us access to your registered PCs using our remote access facility to enable us to diagnose your computing problem. We will ask you to grant us access on a session by session basis.
8. You are responsible for taking appropriate steps to maintain and safeguard your IT system through, amongst other things, regular data back-up, running current virus software and adopting other appropriate security or maintenance procedures.

Things you need to know

9. We may raise additional charges if we believe that you are using the service excessively without good reason or because you are failing to comply with paragraph 8.
10. The charge for each pay per incident session includes one forty five minute call.

Our responsibility to you

11. Unfortunately, we cannot guarantee that we will be able to solve all problems reported by you or that we will be able to advise on all service related issues.
12. We are not responsible for:
 - a. any failures in the supported applications and operating systems that cannot be resolved using the service;
 - b. repair or replacement of any equipment that we diagnose as faulty during the service; orany consequences of your failure to correctly follow our advice and recommendations.