

# Remote Access Liability Disclaimer

**By allowing us to remotely access your computer equipment, you agree to the following terms and conditions:**

**Permission to Remotely Access Computer, Network, Hardware, Software and/or Stored Data.** This document specifically grants PC Repair HUT permission and passage to access client's computer and data networks, hardware, programs and stored data files. This access is granted to facilitate the evaluation of the state of the computer, its programs, settings and data to determine what problems may need to be corrected. PC Repair Hut may troubleshoot, evaluate, run programs and/or install/uninstall software, reconfigure and/or otherwise perform service or technical support work on said computer, any network or equipment that is attached, either directly or through an internal network. PC Repair Hut may make any changes that they determine are necessary to increase the performance of the computer equipment and/or to alleviate the problem at hand or any other problem discovered during the course of PC Repair Hut remote evaluation and assistance.

This permission is granted fully, without limit and willfully by remote support client, and said evaluation takes place at client's direct request. In no event shall PC Repair Hut be held liable for any data loss, either currently or previously stored on any computing equipment at clients home or on client's business network, further clarifying and affirming the separation of liability authorized and executed by client. By allowing PC Repair Hut to remote in, client implicitly agrees to all of these terms and conditions.

**NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by applicable law, under no instance, shall PC Repair Hut, its employees, or its assigns be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruptions, loss of business information or any other real or pecuniary loss) arising out of PC Repair Hut access to client's computer(s) or network(s), even if PC Repair Hut and its employees or assigns have been advised of the possibility of such damages. In any potential litigation PC Repair Hut entire liability under any provision of this agreement shall be limited to the amount actually paid by you to PC Repair Hut for remote assistance services during this service call event.

IN NO EVENT SHALL **PC REPAIR HUT** AND/OR ITS EMPLOYEES OR OFFICERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY SOFTWARE, OUR TECHNICAL SUPPORT, FAILURE TO PROVIDE SERVICES, ANY LOSS OF DATA OR USE OF YOUR COMPUTER EQUIPMENT.

This agreement shall be governed by the laws of the state of California and shall inure to the benefit of PC Repair Hut and any successors, administrators, contractors, heirs, and assigns. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a STATE or FEDERAL COURT of competent jurisdiction nearest to PC Repair Hut's principle place of business located in Orange County, California.

The terms of this agreement may be modified at the sole discretion of PC Repair Hut without notice.