

# TERMS AND CONDITIONS

This website is operated by 800Geeks Inc. Throughout the site, the terms “we”, “us” and “our” refer to 800Geeks Inc. 800Geeks Inc offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms and Conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features or tools, which are added to, the current store shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/ or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## **SECTION 1 - ONLINE STORE TERMS**

By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), 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. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **SECTION 5 - PRODUCTS OR SERVICES (if applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **SECTION 6 - ACCURACY OF BILLING/PAYMENTS AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

All payments processed using the Credit/Debit card will appear as **ALW\*1800geeks8882551137 on your next credit card statement**".

For more detail, please review our **Returns Policy Section**.

## **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove 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 and Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. View our **Privacy Policy Section**

#### **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local

ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

1. **SERVICE PROVIDER AND SOFTWARE DEVELOPER:** 800geeks Inc. is an independent service provider, software developer and a reseller for several third-party hardware and software products. Use of names and trademarks is only for reference and in no way intended to suggest that 800geeks Inc. has any business association with these third-party product providers.
2. **WARRANTY COVERAGE:** Most hardware and software products are covered under manufacturer's warranty during the initial period of use. If your product is under warranty the support services maybe available for free. 800geeks Inc. recommends that you contact the original supplier of the product in such circumstances.
3. **CUSTOMER TESTIMONIALS:** Testimonials found on this site and other related sites are unverified results that have been emailed by our customers or posted on social media networks. They may not reflect the typical purchaser's experience, may not apply to the average person and are not intended to represent or guarantee that anyone will experience the same or similar results.
4. **ACCESS TO COMPUTER:** We recommend that you review the process of remote access below.

To perform Problem Diagnostic 800geeks Inc. representative will require access to your computer in case of Remote support, this may also apply in case our client support engineers are available on-site and need to collaborate through our Support Network.

Permission To Access - By entering the 6-digit code provided by the 800geeks Inc. representative (in the Logmein or 800geeks Inc. Connect access panel) you are explicitly allowing the 800geeks Inc. representative to access and control your computer.

Customer Controls Remote Session Completely - Please note that as the user you will always have total control on remote session and you can disconnect the session anytime by

- a) Clicking on the (X) button on the top right hand side of the window (If you are connected using Logmein Software).
- b) Locating the 800geeks Inc. Connect application in the system tray, right clicking on it and selecting 'exit' (If you are connected using 800geeks Inc. Connect Software)

No Access Post Session - When the session is terminated, all connections to and from your computer through the Remote Support Software are terminated and the Remote Support software is removed from your system.

Recording Permission - Please note that the remote access session is recorded for training, quality assurance and user safety purposes. To ensure complete user safety 800geeks Inc. representative adhere to the following User Safety policies.

Close Personal Information - Before providing access you are requested to first close all personal and confidential files and folders (800geeks Inc. reps will not access any files or folders without your permission).

No Third Party Software Downloads - For your Safety, 800geeks Inc. representatives are not authorized to download or use any third party software from the Internet on your computer.

No Third Party Payment Collection - 800geeks Inc. does not collect payments through Paypal, Western Union or any third party payments service providers.

No Third Party Software Sales - 800geeks Inc. does not sell any software from any third party websites.

No Outbound Sales Calls - 800geeks Inc. does not make unsolicited calls to consumers for technical support requests.

Presence Recommended - 800geeks Inc. recommends user to be present in front of their PCs at all times during the remote session.

Non-Critical Errors - For your information Temp Files, Registry Errors, Low Memory, CPU Usage levels and Windows Update Warnings are not necessarily critical errors

5. **THIRD-PARTY DIAGNOSTIC SOFTWARE:** 800geeks Inc. when necessary use third-party software for diagnosing and fixing the problem. The software tools used are from leading companies such as Microsoft (e.g. Microsoft Security Essentials) or AVG (AVG Tune up) etc. Some of these third-party tools are available for free that you can obtain directly from these sites. 800geeks Inc. does not charge for this software.
6. **CUSTOMER SATISFACTION:** The customer satisfaction metric is based on an online survey that all of our users are given the option of completing at the end of each repair session. Not all users complete this online survey. This metric is not based on a third-party audit by a market research firm specializing in customer satisfaction tracking studies. As



such this metric may not be statistically accurate measurement of 800geeks Inc.'s customer satisfaction.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall 800Geeks Inc, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless 800Geeks Inc and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 15 - SEVERABILITY**



In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **RETURNS POLICY**

Our policy lasts 30 days. If 30 days have gone by since your purchase, unfortunately we can't offer you a refund or exchange.

To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.

### **CLAUSE 1A**

For subscription-based plans, a full refund will be issued if 800Geeks Inc. has not been able to resolve even a single issue for you within the first 30 days of the subscription. If there are one or more resolved issues, the fees for the Subscription Service will not be refundable. Notwithstanding this 800Geeks Inc. 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 criterions are met:

1. You have all the prerequisites, which were required to resolve the problem
2. Issue was not resolved until the time account was active

3. 30 days have not passed after the issue was last worked upon by a 800Geeks Inc. technician

Incase of subscriptions purchased from 1800geeks Inc. For a cancellation to be eligible and reviewed all requests needs to be sent on [cancellations@1800geeks.com](mailto:cancellations@1800geeks.com) for further assistance you can call our Toll free number listed on [www.1800geeks.com](http://www.1800geeks.com) home page.

#### **CLAUSE 1B**

Several types of goods are exempt from being returned. Perishable goods such as food, flowers, newspapers or magazines cannot be returned. We also do not accept products that are intimate or sanitary goods, hazardous materials, or flammable liquids or gases.

Additional non-returnable items:

- \* Digital Support Plans (Appliances and Computers) (Onsite and Remote Support) – **Refer to CLAUSE 1A of Returns Policy**
- \* Gift cards
- \* Downloadable software products
- \* Some health and personal care items

To complete your return, we require a receipt or proof of purchase.

Please do not send your purchase back to the manufacturer.

There are certain situations where only partial refunds are granted: (if applicable)

- \* Book with obvious signs of use
- \* CD, DVD, VHS tape, software, video game, cassette tape, or vinyl record that has been opened.
- \* Any item not in its original condition is damaged or missing parts for reasons not due to our error.
- \* Any item that is returned more than 30 days after delivery

#### **Refunds (if applicable)**

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

#### **Late or missing refunds (if applicable)**

If you haven't received a refund yet, first check your bank account again.

Then contact your credit card company; it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted.

If you've done all of this and you still have not received your refund yet, please contact us at [info@1800geeks.com](mailto:info@1800geeks.com)

### **Sale items (if applicable)**

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

### **Exchanges (if applicable)**

We only replace items if they are defective or damaged. If you need to exchange it for the same item, send us an email at [info@1800geeks.com](mailto:info@1800geeks.com) and send your item to: 201 N Charles St, Suite 2406, BALTIMORE, MD, 21201, United States.

### **Gifts**

If the item was marked as a gift when purchased and shipped directly to you, you'll receive a gift credit for the value of your return. Once the returned item is received, a gift certificate will be mailed to you.

If the item wasn't marked as a gift when purchased, or the gift giver had the order shipped to themselves to give to you later, we will send a refund to the gift giver and he will find out about your return.

### **Shipping**

To return your product, you should mail your product to: 201 N Charles St, Suite 2406, BALTIMORE, MD, 21201, United States.

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

If you are shipping an item over \$75, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

## **Privacy Policy**

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online.

PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

### **What personal information do we collect from the people that visit our blog, website or app?**

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, phone number, credit card information or other details to help you with your experience.

### **When do we collect information?**

We collect information from you when you register on our site, place an order, fill out a form or enter information on our site.

### **How do we use your information?**

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize user's experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To allow us to better service you in responding to your customer service requests.
- To quickly process your transactions.

### **How do we protect visitor information?**

Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible.

We use regular Malware Scanning.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

### **Do we use 'cookies'?**

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

#### **We use cookies to:**

- Help remember and process the items in the shopping cart.
- Understand and save user's preferences for future visits.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.

If you disable cookies off, some features will be disabled It won't affect the users experience that make your site experience more efficient and some of our services will not function properly.

However, you can still place orders .

### **Third Party Disclosure**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information.

### **Third party links**

We do not include or offer third party products or services on our website.

### **Google**

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users.  
<https://support.google.com/adwordspolicy/answer/1316548?hl=en>

We have not enabled Google AdSense on our site but we may do so in the future.

## California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. - See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

### According to CalOPPA we agree to the following:

Users can visit our site anonymously

Once this privacy policy is created, we will add a link to it on our home page, or as a minimum on the first significant page after entering our website.

Our Privacy Policy link includes the word 'Privacy', and can be easily be found on the page specified above.

Users will be notified of any privacy policy changes:

- On our Privacy Policy Page

Users are able to change their personal information:

- By emailing us
- By logging in to their account
- By chatting with us or sending us a ticket

### How does our site handle do not track signals?

We honor do not track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

### Does our site allow third party behavioral tracking?

It's also important to note that we do not allow third party behavioral tracking

## COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under 13, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under 13.

## Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is

critical to comply with the various privacy laws that protect personal information.

**In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:**

We will notify the users via email

- Within 7 business days

We will notify the users via in site notification

- Within 7 business days

We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

**CAN SPAM Act**

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

**We collect your email address in order to:**

**To be in accordance with CANSPAM we agree to the following:**

**If at any time you would like to unsubscribe from receiving future emails, you can email us at**

and we will promptly remove you from **ALL** correspondence.

**Contacting Us**

If there are any questions regarding this privacy policy you may contact us using the information below.

www.1800geeks.com  
201 N Charles St, Suite 2406  
BALTIMORE, MARYLAND 21201  
United States  
info@1800geeks.com

**END USER LICENSE AGREEMENT for  
800GEEKS Inc. SOFTWARE**

The copy of Software's ("the Software Product") and accompanying documentation is licensed and not sold. The Software Product on [www.1800geeks.com](http://www.1800geeks.com) is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. 800-Geeks Inc. or its subsidiaries, affiliates, and suppliers own intellectual property rights in the Software Product. The Licensee's ("you" or "your") license to download, use, copy, or change the Software Product is subject to these rights and to all the terms and conditions of this End User License Agreement ("Agreement").

#### **Acceptance**

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND DOWNLOADING THE SOFTWARE PRODUCT OR BY INSTALLING, USING, OR COPYING THE SOFTWARE PRODUCT. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO DOWNLOAD THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT INSTALL, USE, OR COPY THE SOFTWARE PRODUCT.

#### **License Grant**

This Agreement entitles you to install and use one copy of the Software Product. In addition, you may make one archival copy of the Software Product. The archival copy must be on a storage medium other than a hard drive, and may only be used for the reinstallation of the Software Product. This Agreement does not permit the installation or use of multiple copies of the Software Product, or the installation of the Software Product on more than one computer at any given time, on a system that allows shared use of applications, on a multi-user network, or on any configuration or system of computers that allows multiple users. Multiple copy use or installation is only allowed if you obtain an appropriate licensing agreement for each user and each copy of the Software Product.

#### **Restrictions on Transfer**

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