

## **Scope of Services**

You may initiate the Services via telephone, via the Site, or other means made available by Yuko Technologies. Yuko Technologies will use commercially reasonable efforts to answer Your technology question and resolve Your technology problem for a fee as set forth in the Site or as quoted on the telephone, as applicable. Yuko Technologies may provide certain portions of the Services via remote control session, online [chat](#) or e-mail. We may set forth limits to the technology We support. Certain Services may have minimum system requirements.

Yuko Technologies Services may include Services that are available on a one-time basis, for a fee (“Individual Services”); as well as subscription Services, which are an entitlement to more than one Service over a period of time, for a recurring fee (“Subscription Services”).

## **Terms of Use**

We provide You with access to and use of the Services subject to Your compliance with the Terms. Yuko Technologies reserves the right to refuse to provide the Services to anyone at any time without notice for any reason. You represent and warrant to Us that (a) You are at least 18 years old; (b) You have the right, capacity and authorization necessary to legally bind Yourself to the Terms; (c) You have read and agree to the terms of the Privacy Policy on the Site, (d) You will comply with all treaties, laws, rules and regulations applicable to Your use of the Services, (e) any information You submit to Yuko Technologies is correct and complete, and (f) any payment or credit card information You supply is correct.

## **Authorization to Access Your Computer; Monitoring of the Services and Phone Calls**

You acknowledge that by Your use of the Services You are authorizing Yuko Technologies to access and control Your computer or device (collectively “Device”) for the purposes of diagnosis, service and repair.

In connection with delivering the Services, Yuko Technologies may download and use software, gather system data, take remote control of Your Device and access or modify Your Device settings. By accepting these Terms, You hereby grant Yuko Technologies the right to connect to Your Device, download and use software on Your Device to gather system data, repair Your Device, take remote control of Your Device and change the settings on Your Device while performing the Services. Other than as set forth in the warranty section below, You agree that Yuko Technologies has no responsibility or liability under any circumstance

at any time for any loss or harm that may arise from or may be related to the Services.

We may, but have no obligation to, monitor and record the Services, including telephone calls and online sessions for purposes of improving customer service, internal training and internal market research. You hereby grant permission to Yuko Technologies to monitor and record the Services including phone calls and to use or disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request; to provide the Services to You and Our Users; to protect ourselves and/or Our Users; and to enhance the types of Services We may provide to You in the future. You also grant Yuko Technologies permission to combine Your information with that of others in a way that does not identify You or any individual personally to improve the Services, for training, for marketing and promotional purposes, and for other business purposes. Please see Our Privacy Policy for further details.

We may, but have no obligation to, monitor and/or to review all materials posted to the Site or through the Site's services or features by third parties, and We are not responsible for any such materials posted by third parties. We are not responsible for any failure to monitor, review and/or delete any materials posted to the Site or through the Site's services or features by third parties. However, We reserve the right at all times to disclose any information as necessary or advisable to satisfy any law, regulation or government request; and to edit, to refuse to post or to remove any information or materials, in whole or in part, that, in Our sole discretion, are in violation of these Terms or applicable law. We may also impose limits on certain features of the Site or restrict Your access to part or all of the Site without notice or penalty if We believe You are in breach of the guidelines set forth in Our Terms or in violation of applicable law without notice or liability.

### **Data Backup**

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING AND BACKING UP ALL INFORMATION, DATA, TEXT OR OTHER MATERIALS (COLLECTIVELY "CUSTOMER DATA") AND SOFTWARE STORED ON YOUR DEVICE AND STORAGE MEDIA BEFORE ORDERING THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT YUKO TECHNOLOGIES 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. IF YOU WISH TO ORDER DATA BACKUP SERVICES WHICH ARE SOLD SEPARATELY AND SUBJECT TO SEPARATE TERMS OF SERVICE AND PRIVACY POLICY, PLEASE VISIT <http://yukotech.us>

YUKO TECHNOLOGIES DOES NOT PROVIDE SEPARATE BACKUP COPIES OR SUPPORT INSTALLATION OF UNLICENSED SOFTWARE TO CUSTOMERS. PLEASE ENSURE THAT YOU HAVE A LICENSED COPY OF ALL NECESSARY SOFTWARE.

### **Limited Warranty**

The Services may not be successful because the problem may be beyond Our ability to resolve remotely. If You have purchased an Individual Service from Yuko Technologies, then the following warranty applies: if We are not able to answer Your question or resolve Your technology problem and You have complied with all of Your obligations in these Terms, We will not charge You a fee for the Individual Service. If You experience a problem with the resolution We provided and You call Us within five (5) days from the day You originally received the Individual Service, We will use commercially reasonable efforts to try to resolve Your problem at no additional charge. If those efforts are unsuccessful, We will refund the fees that You paid for the Individual Service.

As set forth below, there are no other warranties for the Services.

Yuko Technologies makes no warranties or representations with respect to advice, guidance, information or other content posted to the Community portion of the Site or otherwise supplied to the Site by any third party, and expressly disclaims all warranties, express or implied, with respect to Community content and other third party content available on the Site.

### **DISCLAIMER OF OTHER WARRANTIES**

YOU UNDERSTAND AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL ADVICE, CONTENT, AND SOFTWARE) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS OF THE SERVICES, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YUKO TECHNOLOGIES DOES NOT WARRANT THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, ERROR FREE, OR SUCCESSFUL IN RESOLVING YOUR QUESTION OR TECHNOLOGY PROBLEM. YUKO TECHNOLOGIES MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS, CONTENT OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES SHALL CREATE ANY WARRANTY. ANY

CONTENT OR SOFTWARE THAT YOU ACCESS, DOWNLOAD OR USE WITH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM SUCH ACTIVITIES.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL YUKO TECHNOLOGIES, ITS SUPPLIERS, AND REFERRAL PARTNERS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), MISPRESENTATION, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICES, SOFTWARE, CONTENT OR YOUR DEVICE AND OTHER TECHNOLOGY INCLUDING, WITHOUT LIMITATION, LOST SALES, LOST REVENUE, LOST PROFITS OR OTHER LOSS OF BUSINESS, LOSS OF OR DAMAGE TO DATA, OR COST OF SUBSTITUTE SERVICES EVEN IF YUKO TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE TOTAL LIABILITY OF YUKO TECHNOLOGIES, ITS SUPPLIERS, AND REFERRAL PARTNERS TO YOU IN THE AGGREGATE FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS OR YOUR USE OF THE SERVICES, SOFTWARE OR CONTENT EXCEED THE GREATER OF THE AMOUNT PAID FOR THE SERVICES AT ISSUE OR US\$100.00.

### **DISPUTE RESOLUTION AND BINDING ARBITRATION PROVISION**

**Definitions.** As used in this Arbitration Provision, “**Claims**” means all claims, disputes, or controversies between You and Us of any nature or kind, whether pre-existing, present, or future, that arise from or relate to the Services. This includes but is not limited to disagreements about the validity, enforceability, or scope of this Arbitration Provision.

**Informal Efforts to Resolve Dispute.** If a dispute arises between You and Yuko Technologies, You should first attempt to resolve it by contacting Our Customer Service Center at 1-312-725-9975 or by sending the details of Your complaint, including Your contact information for a response, to the address or fax number listed below. We will attempt in good faith to resolve all Claims submitted this way within fifteen (15) days of receipt. **Agreement to Arbitrate; Right to Opt Out.** If informal efforts to resolve Claims fail or are not used, You agree that any and all Claims will be resolved exclusively by binding arbitration as described herein, except that: (i) You may assert Claims in a small claims court in the United States if Your Claims meet the court's jurisdictional requirements; and (ii) either party may pursue Claims and relief in a court of competent jurisdiction regarding the validity and/or infringement of a party's intellectual property rights.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD TO YOU ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND FORMS OF RELIEF AS A COURT COULD (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF AS WELL AS STATUTORY DAMAGES), AND MUST FOLLOW THE LAW AND TERMS OF THIS AGREEMENT AS A COURT WOULD. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS AND PRIVATE ATTORNEY GENERAL ACTIONS ARE NOT PERMITTED.**

IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY YUKO TECHNOLOGIES IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST ACCEPT OR HAVE ACCESS TO THIS AGREEMENT BY MAILING OR FAXING AN OPT-OUT REQUEST TO OUR CUSTOMER SERVICE CENTER LISTED BELOW. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS, THE EMAIL ADDRESS YOU USED TO REGISTER WITH YUKO TECHNOLOGIES, AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR THE DELIVERY OF SERVICES TO YOU BY US. IF YOU HAVE PREVIOUSLY NOTIFIED US OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

**Arbitration Fees.** The allocation and payment of all filing, administration and arbitrator fees will be governed by the AAA's rules which limit the amount a consumer is required to pay. If the arbitrator determines that Your Claims are not frivolous applying the standards of the Federal Rules of Civil Procedure, We agree to reimburse You the amount of all filing, administration and arbitrator fees You are required to pay for the arbitration.

**Arbitration Rules.** The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules if You are a resident of the United States; if Your use of the Services has been principally for personal or household use, the

AAA's Supplementary Procedures for Consumer-Related Disputes will also apply. If You are a resident of a country other than the United States, the arbitration will be conducted by the AAA's International Centre for Dispute Resolution in New York, NY, under its rules for international arbitration, and You and We agree to submit to the personal jurisdiction of the U.S. federal court in New York, NY, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern and control.

The arbitration will be conducted in the English language by a single arbitrator who is an attorney-at-law with experience in consumer and technology transactions and who is also a member of the AAA National Roster of Arbitrators. If You and We can't agree on a mutually acceptable arbitrator within fifteen (15) days after the arbitration is initiated, then the AAA will pick a neutral arbitrator who meets the qualifications. The AAA's rules are available at [www.adr.org](http://www.adr.org), or by calling 1-312-725-9975 .

**Initiating Arbitration.** To begin an arbitration proceeding, You must follow the procedures specified by the applicable AAA rules as described on their website at [www.adr.org](http://www.adr.org).

**Time Restriction.** YOU MUST FILE A COMPLAINT WITH THE AAA OR A PERMITTED COURT WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

**Arbitration Process.** Because appearing in person for arbitration can be unduly burdensome in the circumstances, arbitration under this Arbitration Provision shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator. The arbitration proceedings will be conducted in the English language at a location designated by the AAA that is the most convenient for You.

The arbitration can only decide Claim(s) between You and Us, and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable AAA rules. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

In conducting the arbitration proceeding, the arbitrator will apply the law of the State of California (without regard to its conflicts of law provisions) including U.S. federal law for matters covered by federal law (*e.g.* the Federal Arbitration Act). At the request of any party, the arbitrator shall provide a brief written explanation of the basis for the decision and award. Judgment upon the award rendered by



the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding on the parties except for any right to appeal under the AAA rules or the Federal Arbitration Act.

**Recovery and Attorneys' Fees.** If the arbitrator rules in Your favor on the merits of any Claim You bring against Us and issues You an award that is greater in monetary value than Our last written settlement offer made to You before written submissions are made to the arbitrator, then We will (i) pay You 150% of Your arbitration damages award, up to \$1,000 over and above Your damages award; and (ii) pay Your attorneys, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that You or Your attorney reasonably incurred for investigating, preparing, and pursuing Your Claim in arbitration. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of such fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. The right to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses You may have under applicable law, although You may not recover duplicative awards of attorneys' fees or costs. If Your use of the Services was principally for personal or household use, Yuko Technologies waives any right it may have to seek an award of attorneys' fees and expenses from You in connection with any arbitration of Claims between Us.

**Confidentiality.** You and We shall keep confidential any information exchanged during the arbitration as well as the decision of the arbitrator made with respect to any Claim(s) arbitrated under this Arbitration Provision and, with the exception of disclosure to Your or Our attorneys, accountants, auditors, and other legal or financial advisors, neither party shall disclose such information or decision to any other person unless required to do so by law.

**Continuing Obligation to Arbitrate; Severability.** This Arbitration Provision shall survive termination of Your access to or use of any Services and related agreements. If any portion of this Arbitration Provision is deemed invalid or unenforceable at law, such invalid or unenforceable provision will be interpreted, construed or reformed to the extent required to make it valid and enforceable, and this shall not invalidate the remaining portions of this Arbitration Provision.

**Yuko Technologies Customer Service Center Address:**

Yuko Technologies, Inc.

ATTN: **LEGAL/ARBITRATION**

1020 Milwaukee Ave #300D

Deerfield, IL 60015 U.S.A.

Fax: +1 312 268-5213

## **Use of Software and Tools**

Yuko Technologies may need to download and/or run software on Your Device to help diagnose and resolve Your technology problem. Yuko Technologies uses several types of software: the first type provides Device system information to Yuko Technologies which helps Us diagnose and resolve Your technology problem, the second type allows Yuko Technologies to remotely control Your Device and modify its settings or software, and the third type generally consists of utilities and other tools to improve Device performance and help resolve Your technology problem.

You acknowledge and agree that use of all Yuko Technologies software and third party software and tools accessed, downloaded or otherwise provided or made available with the Services (collectively “Software”) are subject to the license agreements that may appear or be referenced when You access or download the Software. You may not access, download or use any Software without agreeing to the terms and conditions of the license agreements without modification. You agree that We may download and utilize Software from third party Web sites and accept any applicable license agreements on Your behalf. You acknowledge and agree that We may download and install trial versions of Software that will expire and cease to function after a certain period of time (usually thirty days) unless You purchase a license to continue using such Software. You may use the Yuko Technologies software only in connection with the Services and for no other purpose. You agree that We may, but are not obligated to, remove any Software downloaded to Your Device during the Services after We have completed or terminated the Services.

## **Customer Responsibilities**

You must cooperate with Yuko Technologies and promptly respond to Our requests for information and comply with Our requests to take actions to resolve Your technology problem. In order to help resolve Your technology issue, You may be required to consent to the downloading and use of Software on Your Device and accept all applicable license agreements for the Software.

## **Registration, Passwords and Security**

In order to use certain Software or Services, We may require that You register. During the registration process, You may be asked to designate, or We may designate for You, a user name and password. You are responsible for maintaining the confidentiality of any password or account information You receive from Yuko Technologies, and are responsible for all activities that occur using that password or other account information. You must provide complete



and accurate identification, contact, and other information required as part of the registration process. You must notify Yuko Technologies immediately upon learning of any unauthorized disclosure or use of Your password or other account information. Yuko Technologies has no liability for any unauthorized use of the Services under Your account or on Your Device.

## **Fees and Payment**

The applicable fees for the Services You order may be quoted on the telephone and/or may be available on the Site. The fee for the Services will be charged directly on Your credit card and You agree to pay the charges applicable to Your selected Services, as well as any applicable taxes.

For Subscription Services, the applicable fees will depend on the type of subscription that You purchase, and the duration of the subscription. Unless You have purchased a special or trial offer Subscription Service that specifically provides otherwise, a one time set-up fee applies to all Subscription Services. For Personal and Business Subscriptions, the minimum subscription duration is six (6) months.

Unless You have purchased a special or trial offer Subscription Service that specifically provides other terms for cancellation and/or refund, You may cancel any Subscription Service within five (5) days following Your purchase of the Subscription Service, by contacting Yuko Technologies. Otherwise, the fees for the Subscription Service are not refundable.

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

## **Service Availability and Limitations**

The Services may not always be available in Your time zone or geographic location. The Services may not always be available due to system maintenance or Internet service disruptions.

In order to obtain Subscription Services, You must at all times have current and functional antivirus software in place and running on Your Device. Failure to maintain such software may result in additional charges and fees. In order to purchase Subscription Services, Your covered Device(s) must be virus free (as determined by Us) at the time that You purchase the Subscription Service. If We determine that Your Device is infected by a virus, We may require that You purchase a Service to clean Your Device prior to obtaining Subscription Services.

Yuko Technologies reserves the right to terminate Your Subscription Service, upon notice, if Yuko Technologies determines, in its sole business judgment, that Your Subscription Service is being used (a) fraudulently, (b) maliciously, (c) by any person other than You, (d) for any Device other than a registered system, (e) unreasonably, or (f) in excess of five (5) completed, in-scope Service incidents per any ninety (90) day period. In the event that Your Subscription Service is terminated, Yuko Technologies will refund to You a pro rata portion of any fees that You have prepaid for the Subscription Services. Subscription Services may be subject to additional requirements, limitations, and restrictions depending on the subscription level You purchased. Please refer to the Site for information about those restrictions.

## **Use of the Services**

Your use of the Services is only for Your personal and internal business purposes on Your technology, and not for commercial use, including resale or transfer to others. You may not sell, lease or rent access to or use of the Services. You may not allow manufacturers, suppliers or vendors of Your technology, or providers of services relating to such technology, to access or use the Services.

You may not use, download or copy any information, data, text, photographs, graphics, video, or other materials provided with the Services ("Content") unless: (1) You use the Content solely for personal, informational and non-commercial purposes; (2) Yuko Technologies's trademarks and copyright symbol and statement set forth on each page of the Site appears on each downloaded or copied page; and (3) no modifications are made to any Content. The rights granted to You in connection with the Services constitute a license and not a transfer of title. Yuko Technologies reserves the right to revoke the authorization to view, download and print the Content available on the Site at any time, and any such use shall be discontinued immediately upon notice from Yuko Technologies. Except as expressly provided herein, You may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any Content from the Services in whole or in part without the prior written permission of Yuko Technologies. Any rights not expressly granted herein are reserved by Yuko Technologies.

## Restrictions

You shall not: (a) “mirror” any Content on the Site on any other server without Yuko Technologies’s prior express written permission, (b) use the Service for any illegal purpose, (c) misuse, abuse or make any unauthorized use of any property, network, website, personnel or equipment of Yuko Technologies or its customers or its suppliers, including but not limited interfering with or otherwise disrupting networks connected to the Service, (d) engage in any activities or actions in connection with the Services that infringe or misappropriate the intellectual property rights of others, including without limitation, copyright, patent, trademark, trade secret and confidential information, (e) engage in any activities that violate the personal privacy or publicity rights of others; (f) access, monitor or use data, traffic, computers, systems, facilities or networks provided with or accessible from the Services, without proper authorization, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (g) send unsolicited commercial messages, advertising, informational announcements or communications in any form (“SPAM”) in connection with the Services; or (h) interfere with the Services or any system, service, network, or person accessible from the Services, including without limitation deliberate attempts to overload a system by the multiple postings of messages.

If You have purchased Personal Subscription Services, or Professional Business Subscription Services, the subscription applies to all peripheral devices (e.g. printers, cameras, home networks) that are attached to Your personal computer at the time that You purchase the Subscription Services. Activation or troubleshooting of other peripheral devices (e.g. devices that are acquired after the date of Your Subscription Services purchase) may require an additional fee.

If You have purchased Family or Home Office Subscription Services, You may obtain Services for the permitted number of personal computers, provided that all of those computers are located at a single physical address or, under the Family Plan only, are with a student at a school, college or university in the United States or Canada. Personal computers located at any other physical address cannot be added to the Family or Home Office Subscription.

If You have purchased Business Subscription Services, You may obtain Services for the permitted number of computers belonging to Your business. Each of Your computers covered by Your Business Subscription will receive a unique identifier. You may not obtain services for Your business computers unless the identifier matches a record in Our system. If You wish to remove one business computer from Your Business Subscription and substitute another business computer, please contact Us as limitations can apply.

## **Modifications to the Services**

We reserve the right, for any reason, in Our sole discretion and without notice to You, to modify, terminate, change, suspend or discontinue any and all aspects of the Services, including Content, Software, features and/or hours of availability, and We will not be liable to You or to any third party for doing so.

## **Security**

While We use reasonable security measures to deliver the Services, You understand and acknowledge that no data transmission over the Internet can be guaranteed to be 100% secure and in any event We cannot guarantee that any personal information You submit to Us will be free from unauthorized intrusion.

## **Submissions**

All comments, feedback, information (other than Your personally identifiable information or billing information) or materials submitted to Yuko Technologies (“Submissions”) shall be considered non-confidential and Yuko Technologies’s property. By providing such Submissions to Yuko Technologies, You agree to assign to Yuko Technologies, at no charge, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. Yuko Technologies shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. As part of any subscription Services purchased by You, You acknowledge and agree that Yuko Technologies may retain some of Your personally identifiable information or billing information for purposes of record retention and for purposes of billing any renewals of the subscription Services, which shall not be subject to the foregoing assignment provision.

You acknowledge that You are responsible for the Submissions that You provide, and that You have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright. You represent, warrant and agree that You shall not upload, post, transmit, distribute or otherwise publish through the Site, or any service or feature made available on or through the Site, any materials which are, do, or could reasonably be construed to be or do any of the following:

- restrict or inhibit anyone from using and enjoying the Site or the Site’s services;
- are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, or that threatens or invites violence, or that is derogatory of others on the basis of gender, race, ethnicity, national origin, religion, sexual preference or disability;

- constitute or encourage conduct that would constitute a criminal offense, give rise to potential civil liability or otherwise violate any local, state, national or international law;
- violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right;
- contain a virus, spyware, or other harmful component;
- contain embedded links, advertising, chain letters or pyramid schemes of any kind;
- constitute or contain false or misleading indications of origin, endorsement or statements of fact; or
- contain sensitive, proprietary or confidential information about Yourself or others.

Except as may be expressly permitted in connection with one of the Site's services, You also may not offer to buy or sell any product or service on or through Your Submissions. We will not accept responsibility for any information included in any Submissions created or posted by third parties. You alone are responsible for the content and consequences of any and all of Your activities and You submit Submissions at Your own risk.

By submitting or sending Submissions to Us, You: (i) represent and warrant that the Submissions are not confidential or secret, and no confidential or fiduciary relationship is intended or created between You and Us in any way, (ii) represent and warrant that the Submissions are original to You, that no other party has any rights thereto, and that any "moral rights" in Submissions have been waived, and (iii) You grant Us and Our affiliates a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, print, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, including for promotional and/or commercial purpose, and to authorize others to do so. We cannot be responsible for maintaining any Submissions that You provide to Us, nor are We responsible for any information included in any Submissions (for example, without limitation, a blog post or any comments to blog(s) created or posted by Users), and We may delete or destroy any such Submissions at any time.

## **International Use**

Currently, the Services are only available for residents of the United States and Canada. Yuko Technologies may, from time to time, offer promotions to residents of other countries. You agree to comply with all applicable laws and regulations, including without limitation, United States export laws and regulations. You represent and warrant that You are not on the United States' prohibited party list

and not located in or a national resident of any country on the United States' prohibited country list.

## **Proprietary Rights**

Yuko Technologies respects the proprietary rights of software and hardware manufacturers and will not install or support unlicensed materials. The Services, and the Software and Content provided with the Services, are protected by law including copyright, trademark, service mark, patent or other proprietary rights and laws. Yuko Technologies is the copyright owner or licensee of the Services, Software, and Content, unless otherwise indicated. If You make use of the Services, Software or Content, other than as expressly provided herein, You may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of Our trademarks, registered trademarks, service marks, other copyrightable material, patents or any other intellectual property by including them with the Services.

## **Trademark Information**

Yuko Technologies, the Yuko Technologies logo, Instant Technology Relief, Nexus, Personal Technology Experts, Business Technology Experts, Help Button logo, Sammsoft, Advanced Registry Optimizer, Cosmos, RapidStart and all Our other product names, service names, slogans, and related logos are registered trademarks or trademarks of Yuko Technologies in the United States and other countries. You are not permitted to use these trademarks, or any other Yuko Technologies trademarks, without the prior written consent of Yuko Technologies. All other trademarks, product names, trade names, and logos used within these pages are the property of their respective holders. Use of other company trademarks, trade names, product names and logos or images of the same does not necessarily constitute: (1) an endorsement by such company of Yuko Technologies and its products, and (2) an endorsement of the company or its products by Yuko Technologies.

## **Links from and to the Site**

This Site may contain hyperlinks to Web sites that are not controlled by Yuko Technologies. Yuko Technologies is not responsible for and does not endorse or accept any responsibility over the contents or use of these Web sites, including, without limitation, the accuracy or reliability of any information, data, opinions, advice or statements made on these Web sites.



You may not provide any type of link to the Site without the express written permission of Yuko Technologies. We reserve the right, however, to deny any request or rescind any permission granted by Us to link through such other type of link, and to require termination of any such link to the Site, at Our discretion at any time.

### **Dealings with Third Parties**

In the course of delivering the Services to You, We may refer You to third parties, or the websites of third parties, that offer products and/or services that may facilitate the resolution of Your Device support issues or otherwise be of potential assistance to You. These third parties and/or their websites may also be linked and/or displayed on the Site. Although We may link or otherwise refer You to such products and services offered by third parties, unless expressly stated to the contrary, such references, links and/or displays in no way mean, imply, suggest or constitute any evaluation or approval by Us of those merchants or their products or services. We are not responsible in any way for any other Web sites, products, services or information. Your dealings with other entities promoted on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such other entity. You agree that Yuko Technologies shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the promotion of such other entities on the Services. Likewise, any third parties that may refer You to the Services have no responsibility or liability for the Services provided by Yuko Technologies.

### **TERMINATION**

YUKO TECHNOLOGIES RESERVES THE RIGHT TO CEASE PROVIDING THE SERVICES FOR ANY REASON AT ANY TIME AND INSTEAD, AS YOUR SOLE AND EXCLUSIVE REMEDY, REFUND THE FEES PAID FOR THE APPLICABLE SERVICES FOR THE TIME PERIOD, IF ANY, AFTER TERMINATION OF THE SERVICES. IF YOU BREACH THE TERMS NO REFUND WILL BE PROVIDED. OTHER THAN PROVIDING A REFUND WHEN WE TERMINATE FOR OUR CONVENIENCE, YUKO TECHNOLOGIES WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR TERMINATION OF THE SERVICES FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT UPON TERMINATION YUKO TECHNOLOGIES MAY IMMEDIATELY DEACTIVATE OR DELETE YOUR USER ACCOUNT AND ALL RELATED INFORMATION AND FILES IN YOUR USER ACCOUNT AND/OR BAR ANY FURTHER ACCESS TO THE SERVICES.

### **Governing Law**

The substantive laws of the State of California, United States of America, without reference to any conflicts of law principles that would require the application of the laws of any other jurisdiction, shall govern these Terms. The parties agree that the U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

## **Electronic Communications**

The information communicated on this Site constitutes an electronic communication. When You communicate with Us through the Site or other forms of electronic media, such as e-mail, You are communicating with Us electronically. You agree that Yuko Technologies, on behalf of itself and others who may be involved with delivering the Services (as applicable), may communicate electronically by e-mail and/or may make communications available to You by posting them on the Site, and that such communications, as well as notices, disclosures, agreements and other communications that We provide to You electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by Us.

Notices and communications to Yuko Technologies must be sent to the applicable address given in these Terms or to [info@yukosupport.com](mailto:info@yukosupport.com)

## **General Information**

This version of the Terms is effective as of January 1, 2018. The Terms together with the Privacy Policy and any applicable license agreements constitute the entire agreement between You and Yuko Technologies and govern Your use of the Services, superseding any prior or contemporaneous agreements between You and Yuko Technologies. The failure of Yuko Technologies to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign the Terms or any of Your rights or obligations under the Terms without Yuko Technologies's express written consent. The Terms inure to the benefit of Yuko Technologies's successors, assigns and licensees. The section titles in the Terms are for convenience only and have no legal or contractual effect.