

LEVEL365 REMOTE IT SERVICES

Terms and Conditions

IMPORTANT—PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE APPLYING FOR, ACCEPTING, USING, OR SUBSCRIBING TO THE LEVEL365 HOLDINGS LLC LIVE REMOTE SUPPORT SERVICES. BY USING, APPLYING FOR, OR PURCHASING THE SERVICES OR BY ACCEPTING THIS AGREEMENT BY SELECTING "ACCEPT" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT AND THAT YOU UNDERSTAND IT, THAT YOU AGREE TO AND ACCEPT THE TERMS AS PRESENTED HEREIN. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, USE, OR PURCHASE THE SERVICES AND SELECT "CANCEL" BELOW. THE SERVICES ARE FOR A LIMITED TIME ONLY. FAILURE TO USE THE SERVICES WITHIN THE SUBSCRIPTION PERIOD SHALL NOT BE GROUNDS FOR A REFUND OF ANY FEES PAID.

The terms and conditions set forth below (the "Agreement") constitute a binding agreement between you (the "Customer" or "you") and Level365 Holdings LLC with respect to your use or purchase of the Services. To receive the Services, you must agree to these terms and conditions. You also agree that any failure to abide by them shall void any and all obligations of Level365 Holdings LLC hereunder.

1. Availability of Services

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, Internet service or technical disruptions.

2. Level365 Responsibilities

Level365 Holdings LLC will use its best efforts to resolve Customers' basic computer technical problems for their computer. Level365 Holdings LLC will attempt to resolve such technical problems in a professional, reasonable and timely manner, taking into consideration the circumstances and nature of the technical problems. Live and online response times may be delayed due to research and inquiries, as may be necessary. Level365's live or online technical support does not assure that every request for technical support will be resolved to Customer's satisfaction, and Level365's responses constitute only technical advice or suggestions. Technical problems that may arise may be a result of software or hardware errors or problems that may not be correctable or may be too difficult to resolve by telephonic or online support. Level365 Holdings LLC has limited proprietary information from vendors, manufacturers, and developers, and may not have the ability to obtain any proprietary information necessary to resolve Customer's technical problem.

3. Authorization to Access Your Computer

You acknowledge that by your use of the Services you are authorizing Level365 Holdings LLC to access and control your computer for the purposes of computer diagnosis, service and repair. In connection with delivering the services, Level365 Holdings LLC may download and use software, gather system data, take remote control of your computer and access or modify your computer settings. By accepting these terms, you hereby grant Level365 Holdings LLC the right to connect to your computer, download and use software on your computer to gather system data, repair your computer, take remote control of your computer and change the settings on your computer while performing the services. Other than as set forth in the warranty section below, you agree that Level365 Holdings LLC 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.

4. Data Backup

LEVEL365 HOLDINGS LLC DOES NOT PROVIDE DATA BACKUP OR RESTORATION SERVICES WITH ITS REMOTE IT SUPPORT. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING AND BACKING UP ALL INFORMATION, DATA, TEXT OR OTHER MATERIALS (COLLECTIVELY "CUSTOMER DATA") AND SOFTWARE STORED ON YOUR COMPUTER AND STORAGE MEDIA BEFORE ORDERING THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT LEVEL365 HOLDINGS LLC 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. LEVEL365 HOLDINGS LLC DOES NOT PROVIDE BACKUP COPIES OR SUPPORT INSTALLATION OF UNLICENSED SOFTWARE TO CUSTOMERS. PLEASE ENSURE THAT YOU HAVE A LICENSED COPY OF ALL NECESSARY SOFTWARE.

5. Limitation of Liability

IN NO EVENT SHALL LEVEL365 HOLDINGS LLC, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE WEB SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE AND THE

MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LEVEL365 HOLDINGS, LLC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Changes to Terms and Conditions

Level365 Holdings LLC reserves the right to modify these Terms and Conditions from time to time in its sole discretion, without notice or liability to you. You agree to be bound by these Terms and Conditions, as modified. Please review the most current version of the Terms and Conditions from time to time, located at <http://www.level365.com/support/terms-and-conditions/> (or such successor URL as Level365 Holdings LLC may provide), so that you will be apprised of any changes.

7. Payment for the Services

You agree to pay Level365 Holdings LLC the charges applicable to the Services you request, as well as any applicable taxes and other charges, including but not limited to activation fees, minimum service fees, prorated minutes, no-show fees, fail to cancel fees, termination fees, set-up fees and other nonrecurring charges. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest, and charges due to insufficient credit or insufficient funds. Set up fees, activation fees, installation fees and other non-recurring fees, if applicable, the use of these services shall be billed in advance prior to service. Level365 Holdings LLC or its agents shall bill you directly, or charge your credit card, as you have requested and as approved by Level365 Holdings LLC.

8. Acceptance

BY DIGITALLY ACCEPTING WITH YOUR ESIGNATURE BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ASSOCIATED WITH THE SERVICES. DO NOT ACCEPT IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS.

Accept:

Name:

Company:

Date:

Signature: