

Engraving101™ Technical Support Services Terms and Conditions

THESE "TERMS AND CONDITIONS" ARE THE TERMS AND CONDITIONS UNDER WHICH YOU MAY ACCEPT THE ENGRAVING101 TECHNICAL SUPPORT SERVICES OF ENGRAVING101.

BY PROCEEDING TO USE THE MY PHONE SUPPORT SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THESE TERMS AND CONDITIONS, AND ARE AGREEING TO BE BOUND BY THEM WITHOUT MODIFICATION AND UNDERSTAND THAT THESE TERMS AND CONDITIONS SHALL CONSTITUTE A BINDING AND ENFORCEABLE AGREEMENT BETWEEN YOU AND ENGRAVING101. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS WITHOUT MODIFICATION, PLEASE DO NOT PROCEED, CEASE ANY USE OF THE ENGRAVING101 TECHNICAL SUPPORT SERVICES AND YOU WILL RECEIVE A FULL REFUND.

SERVICE DESCRIPTION AND SCOPE OF SUPPORT

Engraving101 Technical Support Services are intended to address software and engraving machine related issues including: (a) evaluation of and attempts to correct software, operating systems and networking issues; (b) configuration troubleshooting; and (c) troubleshooting of software and equipment support for engraving, laser engravers, rotary engravers, CNC machines and sandbasting equipment. All Engraving101 technical support services are offered in English only.

Engraving101's support technicians may use electronic and software tools they deem necessary to repair your software, such as remote access to your computer.

Engraving101's support may install software on your computer that allows you to obtain additional technology services. For software installations, Engraving101's support technicians may accept End User License Agreements on your behalf.

Engraving101's support services are for problem-specific troubleshooting and problem resolution, and excludes: i) computer programming; ii) software development; iii) training on hardware or software use. iv) warranty repairs or product replacement; v) support for Windows 95 and earlier versions of Windows; vi) support for Apple (Mac) operating systems earlier than Mac OS X. Engraving101's technical support services do not support all software, hardware or Internet-related products, applications or features and Engraving101's reserves the right to defer support issues to your equipment or software vendor.

Use of the Engraving101's support services does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications (irrespective of whether a Engraving101's support technician accepts an End-User License Agreement on your behalf).

A Engraving101's support technician must receive full access to the product(s) to be serviced. Engraving101 may refrain from providing any services on the basis that the minimum system requirements are not met or the technical needs or other requirements are unusual or extensive as reasonably determined by Engraving101. In some cases, Engraving101's support technicians may not be able to diagnose or resolve a problem because of complications relating to your computer or its

configuration. Engraving101 reserves the right to refuse to troubleshoot software not on its list of supported products. All Engraving101's support services are offered as "best efforts" services and without warranty except as specifically set forth in this Agreement. You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer and that Engraving101's support technicians may not have the ability to obtain the information necessary to resolve a specific technical problem.

Engraving101's support technicians or Engraving101's website may direct you to third-party software or hardware vendors, websites, or other resources of potential interest. ENGRAVING101 DOES NOT ENDORSE OR CONTROL SUCH THIRD PARTY RESOURCES AND CANNOT VERIFY THE ACCURACY AND QUALITY OF THE INFORMATION AND PRODUCTS PROVIDED BY SUCH THIRD PARTIES. ENGRAVING101 MAKES NO REPRESENTATION OR WARRANTIES CONCERNING SUCH THIRD PARTY WEBSITES OR RESOURCES AND IS NOT RESPONSIBLE FOR THE CONTENT OR OPERATION OF SUCH THIRD PARTY WEBSITES OR RESOURCES, AND SHALL HAVE NO LIABILITY IN CONNECTION WITH THEM.

YOUR RESPONSIBILITIES

In order to receive Engraving101's technical support services, you must have:

- (a) full access (including any required licenses) to the hardware and/or software that is related to the software or hardware problem; and
- (b) completed a back-up of any data, software, information or other files stored on your computer disks and/or drives that may be impacted.

ENGRAVING101 IS NOT RESPONSIBLE FOR ANY LOSS, CORRUPTION OR ALTERATION OF DATA, SOFTWARE OR FILES THAT MAY RESULT FROM ENGRAVING101'S TECHNICAL SUPPORT SERVICES OR THE ACTS OF ENGRAVING101'S SUPPORT TECHNICIANS. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL RESTORATION AND RECONSTRUCTION OF LOST OR ALTERED FILES, DATA, OR PROGRAMS.

You are responsible for ensuring that any information or data disclosed to Engraving101's support technicians is not confidential or proprietary to you or any third party.

You hereby grant Engraving101 and its support technician's permission to view access and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform Engraving101's technical support. You acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting Engraving101's technical services.

You agree to cooperate with and follow instructions provided by Engraving101's support technicians and acknowledge that such cooperation by you is essential to Engraving101's delivery of Engraving101's technical support.

PURCHASE TERMS

Engraving101's support services can be purchased either: (a) for an unlimited number of problems for a term beginning on the date you order Engraving101's support and continuing for the duration of the plan you selected ("Tech Support Plan C"); or (b) on a per-Problem basis (the "Tech Support A"). With respect to the Tech Support Plan A, Engraving101's support technicians, in their sole discretion will determine what constitutes a Problem. Engraving101's support technicians will address a Problem which may include, follow-up telephone calls regarding the Problem that Engraving101, in its sole

discretion, deems reasonable and necessary in attempting to resolve the Problem. Once the Problem has been resolved by Engraving101's support technicians, any further calls or requests for assistance will be considered a new Problem and additional fees will apply. A Problem will be considered resolved when you receive one of the following: (a) information or advice that resolves the Problem; (b) information on how to obtain a software solution that will resolve the Problem; (c) notice that the Problem is caused by a known, unresolved issue or an incompatibility issue; (d) information that the Problem can be resolved by upgrading to a newer release of a product; (e) notice that the Problem has been identified as a hardware equipment issue; or if (f) you cannot, or elect not to, pursue the course of action we recommend.

Our advice to you may include steps that you will need to take before the Problem can be resolved, such as buying cables or cords, acquiring software, replacing defective components, etc. and we will keep your service request open for future reference when you are ready to resume the process.

REPRESENTATIONS AND WARRANTIES

(a) Limitation of Liability: TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT ENGRAVING101'S AGGREGATE TOTAL LIABILITY TO YOU FOR DAMAGES RELATED TO YOUR USE OR ENGRAVING101'S PROVISION OF ITS ENGRAVING101'S TECHNICAL SUPPORT SERVICES IS LIMITED TO THE TOTAL AMOUNT OF MONEY THAT YOU PAY FOR SUCH SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING GROSS NEGLIGENCE, WILL ENGRAVING101, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, ADVISORS, LICENSORS, AND CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER MONEY DAMAGES THAT RELATE TO OR ARISE OUT OF YOUR USE OF THE ENGRAVING101 TECHNICAL SUPPORT SERVICES OR THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF OR DAMAGE TO DATA, DELETION OF FILES OR ELECTRONIC MAIL, ERRORS, DEFECTS, VIRUSES, OR OTHER DAMAGING CODE, PERMANENT OR TEMPORARY LOSS OF USE OF EQUIPMENT OR FACILITIES, INTERRUPTION OF BUSINESS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT ENGRAVING101 OR ENGRAVING101 TECHNICIANS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT OR DESTRUCTION.

(b) Disclaimer of warranties: Engraving101 cannot guarantee that the provision of Engraving101's technical support services will resolve your issues or problems. Engraving101 warrants that it will make reasonable efforts to perform Engraving101's technical support services in a professional manner. TO THE EXTENT PERMITTED BY LAW, ENGRAVING101 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND ARISING FROM OR RELATING TO ENGRAVING101'S TECHNICAL SUPPORT SERVICES, THESE TERMS AND CONDITIONS, ANY RECOMMENDATION OF ENGRAVING101'S SUPPORT TECHNICIANS, OR ANY PRODUCT, SERVICE, INFORMATION OR OTHER MATERIAL OBTAINED VIA TECHNICAL SUPPORT SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ENGRAVING101 MAKES NO WARRANTY THAT (i) THE INFORMATION OBTAINED VIA THE ENGRAVING101'S TECHNICAL SUPPORT SERVICES WILL BE ACCURATE OR RELIABLE; OR (ii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ENGRAVING101 SUPPORT SERVICES OR WEBSITE WILL MEET YOUR EXPECTATIONS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM, HARDWARE OR LOSS OF DATA RESULTING FROM USING ENGRAVING101'S TECHNICAL SUPPORT SERVICES.

(c) Exclusions and Limitations: Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In any event, the foregoing limitations of the above paragraph shall apply to the greatest extent permitted by law.

PRIVACY

[Privacy Policy](#) contains additional information about how your information (including information that will not be publicly viewable) will and will not be used.

GENERAL TERMS

These Terms and Conditions constitute the entire agreement between the parties concerning the subject matter discussed herein and supersede any and all previous oral or written representations, communications, understandings or agreements with respect to such subject matter. These Terms and Conditions shall inure to the benefit of Engraving101 and its respective successors and assigns. No Waiver of any portion of these Terms and Conditions shall be implied by any course of dealing between you and Engraving101. These Terms and Conditions will be construed without regard to the party responsible for its preparation. If any provision of these Terms and Conditions is held to be inconsistent with any law, rule or regulation, such provision shall be deemed rescinded or modified in accordance with such law, rule or regulation, and the remainder of these Terms and Conditions shall not be affected. The laws of the State of California (excluding the law thereof which requires the application of or reference to the law of any other jurisdiction), will govern these Terms and Conditions and any interpretation, construction, enforcement and disputes of any sort that might arise between you, Engraving101 and/or its affiliates or contractors. Any action or proceeding brought to enforce any right, assert any claim, or obtain relief whatsoever in connection with or relating to these Terms and Conditions or your use of Engraver101's Technical Support, shall be brought exclusively in the Federal and State Courts of the county of Los Angeles, in the State of California, and you consent and submit to the jurisdiction of such courts. All provisions in these Terms and Conditions regarding disclaimers and limitations on liability shall survive any termination of these Terms and Conditions. The headings hereof are descriptive only and not to be used in interpreting the provisions of these Terms and Conditions.