

Terms And Conditions

ACCEPTANCE OF TERMS

This Agreement contains the complete terms and conditions that apply to your participation in our site. If you wish to use the site including its tools and services please read these terms of use carefully. By accessing this site or using any part of the site or any content or services hereof, you agree to become bound by these terms and conditions. If you do not agree to all the terms and conditions, then you may not access the site or use the content or any services in the site.

MODIFICATIONS OF TERMS OF USE

Amendments to this agreement can be made and effected by us from time to time without specific notice to your end. Agreement posted on the Site reflects the latest agreement and you should carefully review the same before you use our site.

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SOFTWARE LICENSE

The customer will need to have full license for the software they require support with. If the software is to be found to be pirated it may affect the support we provide to the customer; in some cases the pirated software may not have the full features of the paid software. Under these circumstances, we will charge the customer for the time we have spent.

USE OF THE SITE

You are prohibited to do the following acts, to wit: (a) use our sites, including its services and or tools if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using our sites, services, or tools (b) posting of an items in inappropriate category or areas on our sites and services; (c) collecting information about users' personal information; (d) maneuvering the price of any item or interfere with other users' listings; (f) post false, inaccurate, misleading, defamatory, or libelous content; (g) take any action that may damage the rating system.

CUSTOMER DATA

Dr. Dave's It Support cannot guarantee that user information or data will be enacted if recommend standards are not followed. Dr. Dave's It Support will accept no liability, which arises from loss of user data.

Dr. Dave's It Support recommends that if the user is able to back up their system.

REGISTRATION INFORMATION

For you to complete the sign-up process in our site, you must provide your full legal name, current address, a valid email address, member name and any other information needed in order to complete the signup process. You must qualify that you are 18 years or older and must be responsible for keeping your password secure and be responsible for all activities and contents that are uploaded under your account. You must not transmit any worms or viruses or any code of a destructive nature. Any information provided by you or gathered by

the site or third parties during any visit to the site shall be subject to the terms of Dr. Dave's It Support's Privacy Policy

TERM

This Agreement will remain in full force and effect while you use the Website. You may terminate your membership at any time for any reason by following the instructions on the "TERMINATION OF ACCOUNT" in the setting page. We may terminate your membership for any reason at any time. If you are using a paid version of the Service and we terminate your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused subscription fees. Even after your membership is terminated, certain sections of this Agreement will remain in effect.

SUBSCRIPTION TERM AND RENEWALS

Customer is agreeing to pay applicable fees for the entire Subscription Term. Customer cannot cancel or terminate a Subscription Term except as expressly permitted by Section **TERM**. Each Subscription Term will automatically renew for additional successive twelve-month periods unless: (i) otherwise stated on the applicable Order Form; or (ii) either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. Pricing for any Subscription Term renewal, new Order Form, or Order Form changes will be at Dr. Dave's IT Support then-applicable rates.

REFUND POLICY

Refunds are given in a 30-day time-span, we will also fix the same problem if it occurs during the time span for free. Claims for refunds cannot be given outside this time span. Dr. Dave's It Support will give same day refunds to its customer if we find that our staff cannot solve the issue. If the customer wishes, we can spend up to 7 days to find a solution. If after 7 days a solution is not found we will give a full refund to the customer. For annual membership, we only offer a 30 day money back guarantee if we are able to fix the problem first time round. If we are not able to fix the problem after the first time, no refund will be given.

LINKS & FRAMINGS

Illegal and/or unauthorized uses of the Services, including unauthorized framing of or linking to the Sites will be investigated, and appropriate legal action may be taken. Some links, however, are welcome to the site and you are allowed to establish hyperlink to appropriate part within the site provided that: (i) you post your link only within the forum, chat or message board section; (ii) you do not remove or obscure any advertisements, copyright notices or other notices on the placed at the site; (iii) the link does not state or imply any sponsorship or endorsement of your site and (iv) you immediately stop providing any links to the site on written notice from us. However, you must check the copyright notice on the homepage to which you wish to link to make sure that one of our content providers does not have its own policies regarding direct links to their content on our sites.

WARRANTY DISCLAIMER AND EXCLUSIONS / LIMITATIONS OF LIABILITY

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. We may change, restrict access to, suspend or discontinued the site or any part of it at anytime. The information, content and services on the site are provided on an "as is" basis. When you use the site and or participate therein, you understand and agree that you participate at your own risk.

INTELLECTUAL PROPERTY RIGHTS

You hereby acknowledge that all rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the site, and that You will not acquire any right, title, or interest in or to the site except as expressly set forth in this Agreement. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Program or proprietary information related thereto.

CONFIDENTIALITY

You agree not to disclose information you obtain from us and or from our clients, advertisers, suppliers and forum members. All information submitted to by an end-user customer pursuant to a Program is proprietary information of Dr. Dave's It Support. Such customer information is confidential and may not be disclosed. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

NON-ASSIGNMENT OF RIGHTS

Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to us. However, we may assign this Agreement to any person at any time without notice.

WAIVER

Failure of the Dr. Dave's It Support to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that the we may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect.

SEVERABILITY OF TERMS

In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

CHOICE OF LAW; JURISDICTION; FORUM

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the state of Missouri, USA, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence.