

Terms and Conditions

THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF WEOST’S COMPUTER SUPPORT SERVICE AND YOUR RELATIONSHIP WITH WEOST. YOU SHOULD READ THEM CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND INSTRUCTIONS PERTAINING TO YOUR AND OUR RIGHTS AND OBLIGATIONS FOR THE WEOST SERVICE.

“AGREEMENT”

THESE TERMS AND CONDITIONS, TOGETHER WITH EACH ACCEPTED PLAN ORDER SUBMITTED BY YOU, THE ACCEPTABLE USE POLICY (“AUP”) AND THE PRIVACY POLICY, STATE THE ENTIRE AGREEMENT BETWEEN YOU AND WEOST (THE “AGREEMENT”). You must agree to the Terms and Conditions in order to be eligible to use the WEOST Portal (defined below), or obtain Services (defined below). If you choose not to submit a Plan Order, then the entire “Agreement” between you and WEOST consists of these Terms and Conditions, and the AUP and the Privacy Policy.

DEFINITIONS

Certain terms defined in these Terms and Conditions are also used in the Privacy Policy and AUP and are incorporated by reference to these Terms and Conditions.

“YOU”

“You” means you individually, any person, including any employer that you are acting on behalf of.

“WEOST ”

“WEOST ” is the service mark of Customer Focus Services. All references to WEOST refer to Customer Focus Services. Weost support.com is an independent service provider of remote tech support. Third party trademarks, brand names, products and services are only referential and Weost hereby disclaims any sponsorship, affiliation or endorsement of or by any such third party. Weost provides support for Microsoft products.

“SERVICES” AND “WEOST PORTAL”

All references to “Services” refer to any WEOST service plan that you enter into with WEOST through use of the WEOST web portal located at www.Weostsupport.com (the “WEOST Portal”). These Terms and Conditions govern all plans available through the WEOST Portal, and any use of the WEOST Portal. In the event of any conflict these Terms and Conditions control any Plan Order form that you submit requesting Services (“Plan Order”).

“MATERIALS”

“Materials” means any web casts, download areas, white papers, press releases, datasheets, FAQs, product information, quick reference guides, or other works of any kind that are made available to download from the WEOST Portal said materials are the proprietary and copyrighted work of WEOST and/or its suppliers. The definition of “Materials” does not include the design or layout of the WEOST .com Web site or any other WEOST owned, operated, licensed or controlled site.

“SOFTWARE”

“Software” means a computer program of any kind, whether owned by WEOST or a third party, whether delivered via download, CD, other media, or other delivery method, including client and/or network security software. Elements of the Software are protected under copyright, trade secret, unfair competition, and other laws.

SUBMISSION OF PLAN ORDERS; SERVICE PLANS

You may order Services by submitting Plan Orders through the WEOST Portal. Once WEOST accepts the Plan Order submitted by you, then you will receive an email from WEOST at the email address that you provide or have provided to WEOST as part of the Registration Process for the Services. WEOST is not responsible for rendering Services in connection with any Plan Order that it has not accepted. Upon acceptance by WEOST of a Plan Order, you will have a Service Plan.

UNDERTAKING

Subject to the Terms and Conditions, and the specifics of each Service Plan, WEOST will address your query using commercially reasonable efforts in providing appropriate solutions under the Services. In most cases, WEOST will attempt problem diagnosis and a solution over the telephone, through chat or email. All undertakings under Service Plans are subject to WEOST’s Limited Warranty, which is set forth below.

PAYMENT

Services against any Plan Order will be available once you have made payment for Services according to the requirements of the corresponding Plan Order. WEOST has no obligation to render Services under any Service Plan if the payments as required under any Plan Order have not been so made.

CANCELLATION POLICY

If you choose to cancel your support service, you will need to contact our Billing Department for a refund.

Please be advised that service and cancellation fees do apply. If we cannot resolve your initial issue, then you will receive the appropriate reimbursement from our Billing Department.

For incident based plans, you will be eligible for refund when any of the following criteria are met: You have all the prerequisites which were required to resolve the problem and Issue was not resolved by an Weost technician. 7 days have not passed after the issue was last resolved by an Weost technician.

If your subscription plan included any software, the price of the software will not be refunded in case of cancellation of service.

MEMBERSHIP EXPIRATION DATE AND AUTOMATIC RENEWALS (RECURRING BILLING)

Your Assurance Plan is valid for the full duration of the length of the membership plan you have selected, (usually this is ongoing until you cancel your membership). You will be automatically re billed under the terms of your subscription. If you wish to cancel your recurring billing, please provide us with 7 days advanced notice to cancel. Your account will remain active until the current term has expired (unless you include a membership refund request, in which case your ability to log-in will be immediately terminated).

PRIVACY POLICY

The WEOST Privacy Policy which is an integral part of these Terms and Conditions is incorporated here by reference. If you have not yet reviewed the WEOST Privacy Policy, then please do so prior to agreeing to these Terms and Conditions. You agree that beyond the Personal Information identified in the Privacy Policy, any information or data disclosed or sent to WEOST over the telephone, electronically or otherwise, is not confidential or proprietary to you.

ACCEPTABLE USE POLICY (AUP)

The WEOST Acceptable Use Policy is an integral part of these Terms and Conditions and is incorporated here by reference. If you have not yet reviewed the WEOST AUP, then please do so prior to agreeing to these Terms and Conditions. You agree that your use of the WEOST Portal, the Services, and/or any Materials will conform to and be governed by the AUP specifically, as well as these Terms and Conditions and the Privacy Policy generally.

GUESTS: LIMITED LICENSE TO USE OF WEOST PORTAL

Services against any Plan Order will be available once you have made payment for Services according to the requirements of the corresponding Plan Order. WEOST has no obligation to render Services under any Service Plan if the payments as required under any Plan Order have not been so made.

As a Guest you may use the WEOST Portal and Materials (defined below) specifically designated as available to guests on the WEOST Portal for the limited purposes of (a) deciding whether to subscribe to the Services provided by WEOST , (b) registering with WEOST and submitting Plan Orders only. The foregoing license grant is a non-exclusive revocable license.

COMMUNICATIONS SERVICES

WEOST may provide you with the use of e-mail services, addresses, bulletin board services, instant messaging services, chat areas, news groups, forums, communities, personal web pages, calendars, file cabinets and/or other message or communication facilities designed to enable you to communicate with WEOST 's employees and others as appropriate to your Service under a Plan Order (each a "Communication Service" and collectively "Communication Services"). Communications Services shall only be used under an accepted Plan Order, and not for any other purpose.

LIMITED LICENSES TO USE THE WEOST PORTAL, MATERIALS AND SOFTWARE

As permitted through a Service, you may use Materials and Software (as defined below) posted on the WEOST Portal, or made available in connection with a Plan Order which may be available for additional purposes and or subject to additional restrictions.

GENERAL LICENSE RESTRICTIONS

Any other use of the WEOST Portal, Services, Materials or Software, other than as explicitly permitted by WEOST is prohibited. Rights to execute, copy, modify, display, transmit, distribute, manufacture, use, sale are all reserved to WEOST and its suppliers. Reverse engineering and decompilation of the Software is strictly prohibited.

USER RESPONSIBILITY

In connection with obtaining Services, you agree that you will:

1. Cooperate with the WEOST Engineer: We will use commercially reasonable efforts to provide the support to you. Our experience shows that most issues can be corrected as a result of close cooperation between you and the engineer. Please listen carefully to the engineer and follow the engineer's instructions. You must confirm that the following conditions are true:

1.1 The situation giving rise to the question is reproducible on a single system, i.e., one central processing unit with its workstations and other peripherals;

1.2 You must have knowledge regarding the hardware system, any software involved, and in the facts and circumstances surrounding the incident;

1.3 The full system, including software and hardware, is available to you and accessible by you without limit during any telephone discussions or Remote technical support with WEOST support personnel.

2. Software/Data Backup: You understand and agree that WEOST shall under no circumstance be responsible for any lost or corrupted software or data. WEOST strongly recommends that you at all times maintain a complete data backup and disaster recovery plan.

3. Account, Password, and Security: You agree to notify WEOST immediately of any unauthorized use of your computer or any other breach of security. WEOST will not be liable for any loss that you may incur as a result of someone else using your computer, either with or without your knowledge. However, you could be held liable for losses incurred by WEOST or another party due to someone else using your computer.

AVAILABILITY OF SERVICES AND MATERIALS UNDER FORCE MAJUERE CIRCUMSTANCES

You hereby acknowledge that circumstances outside of WEOST's reasonable control (e.g., acts of God, a large scale outbreak of a new computer virus, strikes, wars, other military action, civil disorder, acts of

terrorism, fires, floods, vandalism, sabotage, acts of third parties, or the like) may cause significant delays in WEOST 's ability to schedule a support session. You hereby release WEOST from any and all liability, and agree that WEOST shall not be liable to you or any third party for any direct or indirect damages whatsoever, resulting from such delays. WEOST or its suppliers may, at any time, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.

EXCLUSIONS FROM "SERVICES"

"Services" shall not include the following:

1. any item or activity not covered by the terms of a Plan Order;
2. service beyond the duration limitations identified in your Plan Order;
3. problem diagnosis and support that may not be completed because of a problem with your computer or other equipment, or their configuration that is beyond our control;
4. Software, including the operating system and software added to the registered hardware products which are out of scope for the Service Plan;
5. Problems that may and do result from:
 - 5.1 External causes such as accident, abuse, misuse, or problems with electrical power;
 - 5.2 Usage that is not in accordance with product instructions provided by manufacture;
 - 5.3 Failure to follow the product instructions provided by manufacturer or failure to perform preventive maintenance;
 - 5.4 Problems caused by using accessories, parts, or components not compatible with the product: or
 - 5.5 Non-Compliance with the WEOST engineer instructions for resolving the query.

NOTICE SPECIFIC TO MATERIALS AND SOFTWARE AVAILABLE ON THE WEOST PORTAL, OR THROUGH A SERVICE

For your convenience, WEOST may make available Materials or Software (as each term is defined below) for use and/or download, whether as a part of a Service, or in promotion of the Services. Use of any Materials and any Software is governed by the more stringent of (a) the terms of the end user license agreement ("EULA"), if any, which accompanies the specific Materials and Software, or (b) if there is no EULA, these Terms and Conditions.

The Materials and Software are made available for download solely for use by you according to (a) the EULA, and (b) the Plan Order. Any reproduction or redistribution of the service not in accordance with the EULA is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

No logo, graphic, sound or image from any WEOST Web site may be copied or retransmitted unless expressly permitted by WEOST.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE MATERIALS OR SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION, REDISTRIBUTION OR ANY OTHER PURPOSE IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE EULA ACCOMPANYING SUCH MATERIAL OR SOFTWARE.

END USER LICENSE AGREEMENTS (EULA)- GENERAL

In connection with our Service, we may provide to you certain software which is owned by WEOST or its third party licensors, and suppliers. We as well as the third party licensors reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. You may use the Software only as part of, or for use with, the Service in accordance with the Service Plan and for no other purpose.

The Software may be accompanied by a EULA from WEOST or a third party. Your use of the Software is governed by the terms of both that license agreement and this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms and conditions of the EULA.

EULA FOR WEOST SOFTWARE

With regard to any Software made available to you by WEOST through the WEOST Portal for which your acceptance of a separate license agreement is not required ("WEOST Software"), you are hereby granted a revocable, non-exclusive, non-transferable license by WEOST to use the WEOST Software (and any corrections, updates and upgrades). In accordance with and as required under the Service Plan you shall not make any copies of the WEOST Software. You agree that the WEOST Software is the confidential and proprietary information of WEOST or its third party licensors, providers or suppliers,

and which you shall not disclose to others or use except as expressly permitted herein. You may not decompile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the WEOST Software, or otherwise reduce the WEOST Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the WEOST Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the WEOST Software. You acknowledge that this license is not a sale of intellectual property and that WEOST or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the WEOST Software and related documentation, as well as any corrections, updates and upgrades.

THIRD PARTY SOFTWARE

As part of the Services, WEOST may suggest that you acquire, install and use certain third party software ("Third Party Software"). Third Party Software is licensed to you by the respective owners or licensees of the Third Party Software. You must agree to the terms and conditions set forth by such owners or licensees before installing Third Party Software, whether or not WEOST directly assists you in the acquisition, installation, and/or use of Third Party Software. WEOST has no rights to the Third Party Software and does not license Third Party Software to you or make any representation or warranty regarding the Third Party Software.

Your license to the WEOST Software shall remain in full force and effect unless and until terminated by WEOST, its third party licensors, providers or suppliers, or until your Service Plan is terminated as provided by your Plan Order and these Terms and Conditions. Upon termination of your Service Plan for any reason, you must cease all use of the WEOST Software and immediately delete the WEOST Software from your computer.

To the extent that we provide technical assistance and support for Third Party Software or equipment, you must ensure that you comply with the terms and conditions under which you licensed such Third Party Software or purchased such equipment. We make no warranty that we are an authorized service provider for Third Party Software or for any equipment; it is your sole responsibility to determine if you require additional rights for us to provide such support and if so, to acquire such rights. You acknowledge that support of Third Party Software or equipment by an unauthorized service provider may void any warranty made by the supplier of such Third Party Software or equipment.

THIRD PARTY AGREEMENTS

As part of the Services, WEOST may suggest certain third party services to you. If you choose to subscribe to or otherwise use any third party services, your use of any such services is subject to the terms of service of such third party service provider. You agree to comply with such provider's terms of service and that the third party provider is solely responsible for delivery of its service(s) to you and your use of them. Third party services include, but are not limited to technical support, portal, training, music, gaming and storage services that WEOST may elect to make available from time to time. Violation of such third party provider's terms of service may, in WEOST's sole discretion, result in the termination of your customer account and use of service.

LIMITED SERVICE WARRANTY

WEOST DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED AS TO THE SERVICES, THE MATERIALS AND THE SOFTWARE WHETHER IN THE NATURE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN THE EVENT THAT YOU ARE NOT SATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO (A) ALLOW WEOST TO REPERFORM THE SERVICES SUBJECT TO DISPUTE, (B) RE-DOWNLOAD AND REINSTALL THE SOFTWARE.

WEOST SERVICE PLANS COME WITH A 7- DAY, 1-YEAR AND 2-YEAR LIMITED SERVICE WARRANTY AS PROVIDED IN ONLINE DOCUMENTATION.

WEOST AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE SERVICES, MATERIALS OR THE SOFTWARE FOR ANY PURPOSE WHATSOEVER. ALL MATERIALS AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND WHATSOEVER. WEOST AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THE MATERIALS COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WEOST AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE MATERIALS AND/OR THE SOFTWARE DESCRIBED HEREIN AT ANY TIME.

IN NO EVENT SHALL WEOST AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SERVICES, MATERIALS OR SOFTWARE, FAILURE TO PROVIDE THE SAME, OR INFORMATION AVAILABLE IN THE MATERIALS.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, in no event shall WEOST be liable to you in excess of the amounts actually paid by you to WEOST under the Plan Order that is the subject of the dispute.

LIMITATIONS ON ACTIONS

Any cause of action by you must be commenced within one (1) year after the cause of action arose or it shall be forever waived and barred.

TERM AND TERMINATION

WEOST at its sole election may terminate or suspend your Service immediately without notice if, in the sole discretion of WEOST:

- (a) you are in breach of any of the Terms and Conditions (including but not limited to all policies regarding abuse and acceptable use of the Service) or any license for Third Party Software;
- (b) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, WEOST 's network, or the use and enjoyment of WEOST 's other users;
- (c) WEOST receives an order from a court to terminate the Service you are using ;
- (d) if WEOST for any reason ceases to offer the Service;
- (e) if you are no longer a WEOST customer, or
- (f) WEOST determines that you are abusing the Service.

WEOST, in its sole discretion, may refuse to accept your request for the Service, renewal or re-subscription following a termination or suspension of your use of the Service.

SEVERABILITY; WAIVER

If any provision of the Terms of Service be held invalid or unenforceable, that portion shall be enforced to the maximum extent possible, and all other provisions contained in the Terms of Service shall remain in full force and effect. WEOST's failure to enforce any provision of the Terms of Service shall not be deemed a waiver of such provision nor of the right to enforce such provision.

NO OFFER

The WEOST Portal is available internationally and may contain references to WEOST products, services, and programs that are not available in a viewer's country. These references do not imply that WEOST intends to make such products, services, or programs available in such country.

MODIFICATION

WEOST reserves the right to amend the Terms and Condition, and the WEOST Portal at any time by (a) posting a revised version of the Terms and Conditions on the WEOST Portal, or by (b) sending information regarding any amendment to the Terms of Service to the email address you provide to WEOST in connection with registration. You are responsible for regularly reviewing the WEOST website to be notified of any amendments to the Terms and Conditions. Your use of the WEOST Portal or the Services after an amendment to the Terms and Conditions shall be deemed acceptance by you of the amended Terms and Conditions.

WEOST reserves the right to remove Content and Accounts containing content that in its discretion is unlawful, threatening, offensive, libelous, defamatory, pornographic and objectionable. This would amount to violating our terms of service.

Any verbal, physical or written abuse (including threats of abuse or retribution) of an employee would result in immediate account termination.

WEOST reserves the right to either suspend or terminate an account and refuse any current or future use of the Service. The reasons for such an action can be related to unauthorized access of a portal, servers and databases, abusive behavior, data theft, improper utilization of services, availing services for PC other than the one currently registered with WEOST. The termination of service would not only lead to deactivation or deletion of an account but also access to any Support Service.

WEOST holds the right to refuse services to a client at any time without any prejudice.