



# Terms of Use

The following are the terms and conditions for the use of the Zeltaa services.

## 1. GENERAL

1.1. These Terms of Services (“Agreement”) are entered into by and between you, the customer, either personally or on behalf of your employer, as applicable (“you” or “your”) and Zeltaa. You are deemed to have accepted the terms of this Agreement by clicking the “Accept Button” and completing the registration process. This Agreement is made up of the terms below, plus any other policies and materials specifically referred hereto in this Agreement. The following sets forth the terms and conditions under which you agree to use the Services, and under which Zeltaa agrees to provide service, including all technical support and other “Services” provided to you.

## 2. USER RESPONSIBILITIES

2.1. You represent that: (a) you are 18 years of age or older and you have the legal capacity and authority to bind yourself (or your employer, as applicable) to this Agreement; (b) you consent on behalf of yourself (or as an authorized representative of your employer, as applicable) to be bound by this Agreement; and (c) the information you supply to us is correct and complete. You agree to notify Zeltaa promptly whenever you’re personal or billing information changes and that providing false or incorrect information may result in Services withholding or delays or the suspension or termination of your customer account.

2.2. You agree that you are responsible and liable for all use on your customer account, including the actions of anyone who uses the Services through your customer account, with or without your authorization.

2.3. You agree that you are responsible for backing up any data, software, information and any other files stored on your computer disk or drives. Under any circumstances, you acknowledge and agree that Zeltaa will not be responsible for any loss or corruption of data or software.

2.4. You will only use the computer listed in your service plan in connection with the Services, unless you upgrade your service plan contract to include any additional computers or devices.

## 3. SOFTWARE LICENSES AND 3RD PARTY SERVICES

3.1. In connection with the Services, Zeltaa may provide to you, through downloads or other delivery method the use of certain software which is owned by or licensed to Zeltaa or its third party licensors, providers and suppliers, and which may be provided free or for a fee (“Software”). Zeltaa reserves 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 Services and for no other purpose.

3.2. The Software may be accompanied by an end user license agreement. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end user license agreement unless you first agree to the terms and conditions of the end user license agreement.

3.3. Your license to use the Software will remain in full force and effect unless and until terminated by Zeltaa, its third party licensors, providers or suppliers, or until your customer account is terminated. Upon termination of your customer account for any reason, you must cease all use of the Software and immediately remove the Software from your computer.

3.4. Zeltaa may suggest that you acquire, install and use certain third party software ("Third Party Software") in connection with the Services. The Third Party Software is licensed to you by the respective owners or licensees of the Third Party Software. You may use the Third Party Software only for your personal use and for no other purpose. You must agree to the terms and conditions set forth by such owners or licensees before installing Third Party Software, before Zeltaa assists you in the acquisition, installation, or use of Third Party Software. Zeltaa 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. You must ensure that you comply with the terms and conditions under which you licensed such Third Party Software. Any violation of such third party provider's terms of service may, in Zeltaa's sole discretion, result in the termination of your customer account and use of the Services.

#### 4. DISCLAIMERS AND LIMITATION OF LIABILITY

4.1. Zeltaa does not represent or warrant that the Services will be uninterrupted or error free, that defects will be corrected, or that the service or the server(s) that makes them available are free of viruses or any other harmful components. Zeltaa does not represent that the use or the results of the use of the Services or the materials made available as part of the Services will be correct, accurate, timely or otherwise reliable.

4.2. Zeltaa is not responsible or liable for conduct of any other party or any infringement of another's rights including intellectual property rights.

4.3. Zeltaa and its respective third party suppliers make no representations about the suitability, reliability, availability, timeliness and accuracy of the Services for any purpose. You agree that the Services are provided as is without warranty of any kind. Zeltaa and its representative suppliers hereby disclaim all warranties and conditions with regard to the Services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, compatibility of computer systems, title, non-infringement, or arising out of any statutes.

4.4. Zeltaa reserves the right to update and change, from time to time, this Agreement, and post the new version of this Agreement on its website at [www.Zeltaa.com](http://www.Zeltaa.com), without notice to you. Any request for the services(s) after a new version of this Agreement has been posted will be deemed as your acceptance of the changes to this Agreement.

4.5. In no event will Zeltaa or its third party suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits arising out of or any way connected with: the use or performance of the Services; the delay or the inability to use the Services; any information, software products, services or related graphics obtained through the Services; whether based on contract, tort, negligence, strict liability or otherwise, even if Zeltaa or any of its third party suppliers have been advised of the possibility of damages. If you are dissatisfied with any portion of the Services or any of these terms of use you're sole and exclusive remedy is to discontinue using the Services.

#### 5. INDEMNIFICATION

5.1. You agree to defend, indemnify and hold harmless Zeltaa, its parents, subsidiaries, affiliates, and their respective officers and employees, harmless from and against any claim, demand or damage including lawyer's fees asserted by any third party due to or arising out of:

(a) Any violation of applicable laws, regulations or this Agreement by you or anyone accessing the Services through your customer account, with or without your permission;

(b) The use of the Services by you or anyone accessing the Services through your customer account, with or without your permission;

(c) Any negligent acts, errors or omissions by you or anyone accessing the Services through your customer account, with or without your permission;

(d) Any injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with the Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Zeltaa; or

(e) Any and all claims for infringement of any intellectual property rights arising from the use of the Services by you or anyone accessing the Services through your customer account, with or without your permission.

## 6. PAYMENT

6.1. Fees and charges for the services(s) you select are supplied to you during the ordering process and are available on the Zeltaa website at [www.zeltaa.com](http://www.zeltaa.com), unless otherwise provided for in this Agreement. You agree to pay any applicable charges or fees applied to your customer account and the services(s) including, without limitation, activation fees, minimum service fees, termination fees, other nonrecurring charges and set-up fees, interest, and charges due to insufficient credit or insufficient funds. Zeltaa will bill you directly or charge your credit card.

6.2. Service with no Resolution. If Zeltaa is unable to resolve your computer or network problem through troubleshoot, analyze, or other repair methods, Zeltaa reserves the right to charge you for time spent in an attempt to correct a problem.

## 7. TERMINATION

7.1. Zeltaa may terminate your access to any part or all of the Services and any related services at any time without or with cause, with or without notice, effective immediately for any reason whatsoever. Upon termination of the Services, your right to use the Services ceases immediately.

7.2. If you wish to terminate your customer account your only recourse is to discontinue the use of the Services. Zeltaa will have no obligation to maintain any content in your customer account.

## 7. GENERAL PROVISIONS

8.1. All your obligations under this Agreement relating to Software licenses, warranties, limitations of liability, and indemnification, will survive such termination of this Agreement.

8.2. You agree not to assign or otherwise transfer, this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so will be void. Zeltaa may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

8.3. Zeltaa's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance will not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

## 9. MONEY BACK GUARANTEE

9.1. As described below, end users who purchase and receive the services from our trained Remote Technology Support Specialists are eligible for the Zeltaa Money Back Guarantee (the "Guarantee") as explained on the [www.Zeltaa.computer](http://www.Zeltaa.computer) website.

9.2. Refund Process. End Users who meet the requirements may request a refund by following the process described below. Refunds will be granted only if all of the instructions below are followed.

9.3. Refund requests must be sent via e-mail to [info@zeltaa.com](mailto:info@zeltaa.com). No requests via postal, fax or in person will be accepted.

9.4. Refund requests must be submitted within 45 days after the service is purchased from the Zeltaa website.

9.5. Refund request must include a detailed report of why you desire a refund. All allegations are subject to review and remote login. A refund will be granted only if Zeltaa is unable to solve the problem.

9.6. The refund will be credited to the credit card used for the purchase.

9.7. Only one Guarantee refund per household per calendar year.

9.8. Zeltaa does not cover the cost of parts, hardware, software, hardware replacement or repair. Any refund requests from users that experience hardware failure will not be granted, as hardware malfunctions are not insured, covered, or warranted by Zeltaa or any of its affiliates.

\*A high speed internet connection is required for all services.