



## Terms of Use

THESE TERMS AND CONDITIONS (“TERMS OF USE”) STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF GURUAID’S WEBSITE AND GURUAID’S COMPUTER SUPPORT SERVICE AND YOUR RELATIONSHIP WITH GURUAID. YOU SHOULD READ THEM CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND INSTRUCTIONS SUCH AS HOW LONG IT LASTS, FEES FOR EARLY TERMINATION, OUR RIGHTS TO CHANGE ITS CONDITIONS, LIMITATIONS OF LIABILITY, PRIVACY, SETTLEMENT OF DISPUTES BY ARBITRATION INSTEAD OF IN COURT AND CLASS ACTION WAIVER. IF YOU ACCEPT THIS AGREEMENT, IT WILL APPLY TO ALL YOUR SERVICE PLANS FROM US, INCLUDING ALL YOUR EXISTING PLANS. YOUR ACCEPTANCE OF THESE TERMS & CONDITIONS WILL BE IMPLIED BY THE USE OF THE GURUAID SERVICE.

### “AGREEMENT”

THESE TERMS AND CONDITIONS, TOGETHER WITH EACH ACCEPTED PLAN ORDER SUBMITTED BY YOU, ANY ADDITIONAL TERMS MENTIONED FOR YOUR PLAN ORDER AND THE PRIVACY POLICY, STATE THE ENTIRE AGREEMENT BETWEEN YOU AND GURUAID (THE “AGREEMENT”). The Plan Order will form the part of the “Agreement” only if it has been acknowledged by GuruAid in writing or by an e-mail. You must agree to the Terms and Conditions in order to be eligible to use the GuruAid Websites (defined below), or obtain GuruAid Services (defined below).

### DEFINITIONS

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

#### “Content”

Software, Materials, Services and other related information are collectively referred to as “Content.”

#### “You” or “you”

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

#### “GuruAid Certified Technician/(s)”

“GuruAid Certified Technician means” technicians and specialists certified by GuruAid to perform the Services under this Agreement.

#### “Subscription Based Plans”

“Subscription Based Plans” or “Subscription/(s)” are tenured Subscription plans offered by GuruAid that are active for a specified period and will not include any incident based plans such as “Per Incident Plan” or the like.



## **“Services”**

All references to “Services” refer to any GuruAid service delivered under the plan that you enter into with GuruAid through use of the GuruAid Websites (defined below) or by calling the GuruAid’s phone number mentioned on the GuruAid Websites. These Terms of Use govern all plans available through the GuruAid’s Website, and any use of the GuruAid Websites. In the event of any conflict these Terms of Use control any valid Plan Order form that you submit requesting Services (“Plan Order”).

## **“GuruAid Websites”**

GuruAid Websites includes [www.guruaid.com](http://www.guruaid.com), [www.guruaid.uk.com](http://www.guruaid.uk.com), [www.guruaid.com.au](http://www.guruaid.com.au), [www.guruaid.co.uk](http://www.guruaid.co.uk), [www.guruaid.ca](http://www.guruaid.ca), [www.guruaid.cc](http://www.guruaid.cc), [www.guruaid.ie](http://www.guruaid.ie), [www.guruaid.biz](http://www.guruaid.biz), [www.guruaid.net](http://www.guruaid.net), [www.guruaid.us](http://www.guruaid.us) and or any other owned, operated, licensed or controlled by Lester Inc or Lester Infoservices or Lester Technologies.

## **“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 GuruAid Websites are the proprietary and copyrighted work of GuruAid and/or its suppliers. The definition of “Materials” does not include the design or layout of the GuruAid.net web site or any other GuruAid owned, operated, licensed or controlled website.

## **“Software”**

“Software” means a computer program of any kind, whether owned by GuruAid 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. Software includes both GuruAid Software and third party Software. Your use of Software is subject to the respective agreements such as a license agreement or user agreement that accompanies or is included with the Software, ordering documents, exhibits, and other terms and conditions that apply (“License Terms”).

## **Submission of Plan Orders; Service Plans**

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

## **Undertaking**

Subject to the Terms and Conditions, and other terms specific to each Service Plan, GuruAid will address your query using commercially reasonable efforts in providing appropriate solutions under the Services. In most cases, GuruAid will attempt problem diagnosis and a solution through chat, email or other means as it deems most appropriate under the circumstances including remote access. You understand that if remote access is used on your computer there will be no residual software from the remote session;



however, there may be a text file placed on your computer that will explain the work that was done on your computer. If such a text file is placed on your computer, you have the option to either save the file for future reference or to delete it from your computer. All undertakings under Service Plans are subject to GuruAid's Limited Warranty, which is set forth below. You agree to pay all Services Fee and any other applicable fee/charges as set out in the relevant Plan Order in accordance with the Payment Terms provided 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. GuruAid has no obligation to render Services under any Service Plan if the payments as required under any Plan Order have not been made.

You understand that certain Service Plans may have fee including, but not limited to "Service Fee" and/or "Activation Fee" payable either on an annual basis ("Annual Payment Plan") or on a monthly basis ("Recurring Payment Plan"). Subject to the applicable Term Plan, all payments under the Annual Plan shall be made upfront at time of commencement of the subscription cycle. For payments under the Recurring Payment Plan, apart from the monthly installments of the Service Fee, payable over a one (1) year payment term, You may be charged an additional non-refundable Activation Fee at the time of registration, as specified in the Plan Order. The fee (including Activation Fee) will not be refunded in case of cancellation of the Service Plan unless otherwise stated in the Plan Order. All fee under this clause or a relevant Plan Order, is payable at the time of commencement of the Service Plan.

When you purchased the Service, you agreed to a specific price and plan, where such plan maybe for a term of one, two or three years ("Term Plan"). All terms of Service Fee and/or any other fee payable under any mode of payment for a Subscription shall be set forth in the applicable Plan Order. Similarly, some plans may offer a discount on the Service if you sign up for other GuruAid services ("Bundle Discount"). You agree to maintain your Service and the bundled services for the applicable term. If you signed up for a Term Plan or a Bundle Discount, the price available with those plans is valid until one of the following occurs: (1) the Term Plan expires; (2) you drop one of the GuruAid services you were required to purchase to receive the special rate as notified to GuruAid; or (3) You terminate the agreement/Service Plan before the expiry of the relevant term.

## **Credit Card Billing**

You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize GuruAid to charge and/or place a hold on your credit card with respect to any unpaid charges for Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that these charges are to be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that these charges are to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize GuruAid and/or any other company who bills products or services, or acts as billing agent for GuruAid to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide GuruAid with updated credit card information upon GuruAid's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither GuruAid nor any GuruAid affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such



attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at GuruAid's option, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we may, at our discretion, charge you an additional \$15.00.

### **Renewal Policy**

You acknowledge, that by authorizing GuruAid to charge Your credit card for Your Subscription Service, You further authorize GuruAid to continue to charge Your credit card (or a replacement card, if the credit issuing entity informs GuruAid that a replacement card has been issued) for all fees associated with a Recurring Subscription Service, including renewals. You must contact GuruAid if You do not wish to renew Your Recurring Subscription Service; if You do not contact GuruAid, the Recurring Subscription Service that You selected will automatically renew for the same subscription duration that You initially selected, at GuruAid's then-applicable fees.

A subscription under the 1-year or 2-year or 3-year Annual Maintenance Plan does not automatically renew and ends at the end of the applicable period.

### **Refund Policy**

For subscription based plans, a full refund will be issued if GuruAid has not been able to resolve even a single issue for you within the first 30 days of the subscription.

If there are one or more resolved issues, the fees for the Subscription Service will not be refundable. Notwithstanding this GuruAid may, at its sole discretion and on a case by case basis, agree to a refund of Subscription fees after deducting charges for servicing the Customer.

For incident based plans, you will be eligible for refund when any of the following criterions are met:

- You have all the prerequisites which were required to resolve the problem
- Issue was not resolved until the time account was active.
- 30 days have not passed after the issue was last worked upon by a GuruAid technician

### **Privacy Policy**

The GuruAid's Privacy Policy which is an integral part of these Terms and Conditions is incorporated here by reference (<http://www.guruaid.com/privacypolicy.php>). If you have not yet reviewed the GuruAid's 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 GuruAid over the telephone, electronically or otherwise, is not confidential or proprietary to you.



## **Personal and Non-Commercial Use Limitation**

Unless otherwise specified, the Services, Materials and Software are solely for your personal and non-commercial use in addressing matters covered by your Service Plan. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, transfer, distribute or sell any information, software, products or services obtained from the Services, Materials, or Software. Any Services, Materials, and Software are available only in connection with Services under a valid Service Plan.

## **No Unlawful or Prohibited Use**

As a condition of your use of the GuruAid Websites or any Services, you will not use the Materials, Software or Services for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Services, Materials, or Software in any manner that could damage, disable, overburden, or impair any GuruAid server, or the network(s) connected to any GuruAid server, or interfere with any other party's use and enjoyment of any of the GuruAid Websites, the Materials, Software or Services. You may not attempt to gain unauthorized access to any GuruAid Websites, the Materials, Software or Services, other accounts, computer systems or networks connected to any GuruAid server or to any of the GuruAid Websites, the Materials, Software or Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any GuruAid Websites, the Materials, Software or Services or information through any means other than that specifically permitted to you under a Plan Order.

## **Fair Usage Policy; Suspension or Termination of Subscription:**

Though GuruAid has no limits on the amount of online support requests a Subscription based plan user may make during the subscription period, however, each Subscriber's use of the support services for the subscription based plans are subject to GuruAid's "fair use" policy. Under this policy, if at any time, in GuruAid's sole discretion, a subscription based plan user is found to be abusing the service by exceeding the level of use reasonably expected from someone using a Subscription based Plan for individual use, then GuruAid reserves the right to suspend or terminate Subscriber's Subscription Services. In addition, GuruAid reserves the right to suspend or terminate any Subscription Services of any Subscriber that GuruAid, in its sole discretion, determines are being used (a) fraudulently, (b) by any person other than Subscriber, or (c) for any computer system other than a Registered System. User may terminate the Service at any time by giving written or electronic notice to GuruAid; provided, however, that User will not be entitled to a refund of any fees prepaid by User for the Service.

## **Linking**

You may not create hyperlinks to any portion of the GuruAid Websites, nor any Materials or Software posted therein.

## **Indemnity**

You agree to indemnify, defend, and hold GuruAid, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party Web site providers harmless from and against all claims, demands, actions, liabilities, losses, expenses, damages, and costs, including actual attorneys' fees, resulting from your violation of the material terms of these Terms of Use, any misuse or abuse of a Service, any use of the Service that amounts to infringement, or infringement by any other user



of your account of any intellectual property or other right of GuruAid or any other third party. You will cooperate as fully as reasonably required in GuruAid's defense of any claim. GuruAid reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of GuruAid. You agree immediately to notify GuruAid of any unauthorized use of your account or any other breach of security known to you.

### **Limited Licenses to Use the GuruAid Websites, Materials and Software**

As permitted through a Service, you may use Materials and Software posted on the GuruAid Websites, 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 GuruAid Websites, Services, Materials or Software, other than as explicitly permitted by GuruAid is prohibited. Rights to execute, copy, modify, display, transmit, distribute, manufacture, use, sale are all reserved to GuruAid 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:

- **Basic Responsibilities:** You agree that You are a legal license holder of the software on Your personal computer and Your use of the Services and the internet is solely at Your own risk. By electing to receive the Services, You confirm that You (a) have full access to Your hardware and software that are the basis of the problem, and (b) have completed a back-up onto separate media of any software or data on the hardware that may be impacted by the Services. All information that You provide to GuruAid is accurate, including Your name and address, and if applicable, any credit or charge card numbers, expiration dates or any other payment information provided by you to GuruAid.
- **Liability Release:** To the extent permitted by applicable law, GuruAid will have no liability for loss of or recovery of data, programs, or loss of use of systems(s) or networks arising out of the Services or any act or omission, including negligence, by GuruAid and/or its representatives. If GuruAid works with You on any password or other access control oriented problems, GuruAid strongly recommends that You reset such passwords(s) immediately following the completion of the Services.
- **Transfer:** The Subscription-Based-Services are only transferable once during the subscription period from one computer to another, provided it is owned by you. You may not use the Services in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by You.
- **Data Backup:** GuruAid does not provide data backup or restoration services. 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 GuruAid 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. GuruAid 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.

- **Cooperate with the GuruAid Technician:** 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 technician. Please listen carefully to the technician and follow the technician's instructions. You must confirm that the following conditions are true:
  - 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;
  - You must have knowledge regarding the hardware system, any software involved, and in the facts and circumstances surrounding the incident;
  - The full system, including software and hardware, is available to you and accessible by you without limit during any discussions with GuruAid support personnel.

### **Availability of Services and Materials Under Force Majeure Circumstances**

You hereby acknowledge that circumstances outside of GuruAid's reasonable control (e.g., acts of God, a large scale outbreak of a new computer virus, strikes, riots, 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 GuruAid's ability to schedule a support session. You hereby release GuruAid from any and all liability, and agree that GuruAid shall not be liable to you or any third party for any direct or indirect damages whatsoever, resulting from such delays.

GuruAid 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:

- any item or activity not covered by the terms of a Plan Order;
- service beyond the duration limitations identified in your Plan Order;
- 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;
- Software, including the operating system and software added to the registered hardware products which are out of scope for the Service Plan;
- Problems that may and do result from:
  - External causes such as accident, abuse, misuse, or problems with electrical power;
  - Usage that is not in accordance with product instructions provided by manufacture;
  - Failure to follow the product instructions provided by manufacture or failure to perform preventive maintenance; or
  - Problems caused by using accessories, parts, or components not compatible with the product.
  - Non Compliance with the GuruAid technician instructions for resolving the query.
  - Malfunction of hardware such as printer, power-supply, memory, processor, monitor or any other such hardware components.



## **Notice Specific to Materials and Software Available on the GuruAid Websites, or Through a Service**

For your convenience, GuruAid may make available Materials or Software (as each term is defined above) 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 GuruAid Web site may be copied or retransmitted unless expressly permitted by GuruAid.

**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) – Generally**

In connection with our Service, we may provide to you, the use of certain software which is owned by GuruAid 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 GuruAid or a third party. 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 a EULA unless you first agree to the terms and conditions of the EULA.

### **Eula for GuruAid Software**

With regard to any Software made available to you by GuruAid through the GuruAid Websites for which your acceptance of a separate license agreement is not required (“GuruAid Software”), you are hereby granted a revocable, non-exclusive, non-transferable license by GuruAid to use the GuruAid 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 GuruAid Software. You agree that the GuruAid Software is the confidential and proprietary information of GuruAid 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 de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the GuruAid Software, or otherwise reduce the GuruAid Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or





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### **Third Party Products**

As part of the Services, GuruAid may suggest that you acquire, install and use certain third party software or services (“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 GuruAid assists you in the acquisition, installation, and/or use of Third Party Software. GuruAid has no responsibility or 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 GuruAid Software shall remain in full force and effect unless and until terminated by GuruAid, 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 Service Plan and the GuruAid Software and immediately delete the GuruAid 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 representation or 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, GuruAid 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, Websites, training, music, gaming and storage services that GuruAid may elect to make available from time to time. Violation of such third party provider’s terms of service may, in GuruAid’s sole discretion, result in the termination of your customer account and use of service.



### **Limited Service Warranty**

GURUAID 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 GURUAID TO REPERFORM THE SERVICES SUBJECT TO DISPUTE, (B) RE-DOWNLOAD AND REINSTALL THE SOFTWARE.

SOME OF THE GURUAID SERVICE PLANS COME WITH A 7- DAY LIMITED SERVICE WARRANTY AS PROVIDED IN ONLINE DOCUMENTATION FOR THOSE SPECIFIC PLANS. THIS 7- DAY LIMITED SERVICE WARRANTY IS SUBJECT TO FULFILLMENT OF THE TERMS FOR THE SPECIFIC SERVICE PLAN WHICH IS IN ADDITION TO THE TERMS AND CONDITIONS IN THIS DOCUMENT

GURUAID 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. GURUAID AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED 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. GURUAID 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 GURUAID AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA REVENUE OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER 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 GuruAid be liable to you in excess of the amounts actually paid by you to GuruAid under the Plan Order that is the subject of the dispute.

### **Limitations on Actions**

Any cause of action by you must be commenced within 3 months after the cause of action arose or it shall be forever waived and barred.



## **Term and Termination**

GuruAid at its sole election may terminate or suspend your Service immediately without notice if, in the sole discretion of GuruAid: (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, GuruAid's network, or the use and enjoyment of GuruAid's other users; (c) GuruAid receives an order from a court to terminate the Service you are availing ; (d) if GuruAid for any reason ceases to offer the Service; (e) if you are no longer a GuruAid customer, or (f) GuruAid determines that you are abusing the Service. GuruAid, 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. GuruAid'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 GuruAid Websites is available internationally and may contain references to GuruAid products, services, and programs that are not available in a viewer's country. These references do not imply that GuruAid intends to make such products, services, or programs available in such country.

## **Modification**

GuruAid reserves the right to amend the Terms and Condition, and the GuruAid Websites at any time by (a) posting a revised version of the Terms and Conditions on the GuruAid Websites ( <http://www.guruaid.com/terms.pdf>), or by (b) sending information regarding any amendment to the Terms of Service to the email address you provide to GuruAid in connection with registration. You are responsible for regularly reviewing the GuruAid website to be notified of any amendments to the Terms and Conditions.

## **ARBITRATION AND CLASS ACTION WAIVER**

### **Arbitration**

The Terms will be governed by the laws of the State of Connecticut, United States of America. The Terms are the entire agreement between You and GuruAid relating to the Services and : (i) supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevail over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. The Terms shall terminate immediately upon Your breach of any term contained herein and You shall cease use of the Services. The disclaimers of warranties and damages and limitations on liability set forth in the Terms shall survive termination.



Before you take a dispute to arbitration or to small claims court, you must first contact us by writing us and describing (a) the nature and basis of the Claim or dispute; and (b) the specific relief sought (“Demand”) and give us an opportunity to resolve the dispute.

### **Class Action Waiver**

The Parties hereby expressly agree that any Claim must be brought in the respective party’s individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS AGREEMENT.**

Should You have any questions concerning the Terms, or if You desire to contact GuruAid for any reason, please write to:

(i) GuruAid Customer Service, 19 Business Park Drive, Branford, CT 06405