

Kaspersky Premium Support Service Terms and Conditions

We welcome you as a Kaspersky Premium Support customer.

Kaspersky Premium Support Powered by Sutherland (United States). (“Kaspersky Premium Support”) will confirm receipt of your order and will accept your order and provide Service only if (1) you accept the terms of this Kaspersky Premium Support Premium Support Service Agreement (“Agreement”), and (2) the Service is available.

You accept the terms of this Agreement by accepting provision of the Service, by accepting these terms and completing your transaction when ordering online, or, when ordering by any other means, including telephone purchase according to the acceptance procedures for the applicable Service.

1. Kaspersky Premium Support

Kaspersky Premium Support provides support and assistance to customers covering a wide range of personal computer, tablet, Smartphone, network (called “System”) questions, issues and third party hardware or application software products based on the description of the service that you order (each a “Service”). Kaspersky Premium Support will provide access to one or more support specialists (“Service Agent”) for the performance of the specific type of Service you purchased (“Service Incident” or “Annual Subscription”).

Support will be provided via telephone, chat, or remote session daily between
Mon – Fri 8am – 8pm EST
Sat – Sun 8am – 5pm EST
Holiday’s Major US holidays excluded
and at other times at Kaspersky Premium Support’s discretion.

Each Service is independent from another Service, and each Service Incident is separate from another Service Incident. A Service Incident will be closed once Kaspersky Premium Support has in its sole discretion taken commercially reasonable efforts to complete the Service. You will have seventy-two (72) hours from the time we close a Service Incident to contact Kaspersky Premium Support for additional assistance before we provide final closure of the Service Incident. A Service Incident or Annual Subscription will expire twelve (12) months after your purchase date.

Kaspersky Premium Support will use commercially reasonable efforts to assist you for the specific Service you have purchased. However, you acknowledge that not all problems can be diagnosed or corrected easily, and some may require you to return your computer device to its

original state, reload the operating system, application software, reload your personal settings and data, or work with a third party hardware or software vendor to resolve the problem.

2. Your Responsibilities

You agree to:

- Follow the procedures and fulfill the requirements that Kaspersky Premium Support provides for the Services.
- Work with the Service Agent performing the routines they specify.
- Backup your computer hard disk drive and/or other storage devices you may have before your session with the Services Agent begins
- Be responsible for any loss, alteration or corruption of your data, software or files
- Ensure your computer meets all requirements and specifications required for each hardware or software application installed
- Provide the Service Agent with required passwords and key codes necessary for providing Service
- Ensure that you have all legal rights, including copyrights for all software and other files on your computer
- Assume responsibility for problem resolution due to third party hardware and software compatibility issues
- Defend, indemnify and hold harmless Kaspersky Premium Support and its subcontractors, from and against any and all liabilities, damages, claims or proceedings arising out of your failure for not complying with the above items.

3. Payment

You agree to pay for Service, via credit or debit card, as specified by Kaspersky Premium Support for the selected Service, including any applicable sales, use or similar taxes, fees or duties. No other discounts, quantity entitlements, or promotions apply unless expressly specified for this transaction.

If a Service is quoted at an incorrect price due to typographical error or error in pricing information: 1) Kaspersky Premium Support has the right to refuse or cancel any orders placed for the Service quoted at the incorrect price, even if Kaspersky Premium Support has confirmed the receipt of your order and charged your credit or debit card: and 2) if Kaspersky Premium Support has charged your credit or debit card but subsequently canceled your order, Kaspersky Premium Support will promptly issue a credit to your credit or debit card account for the amount charged.

4. Refund Policy

You may cancel within thirty (30) days of the date you ordered a single incident Service or Annual Subscription, if you have not used it, and obtain a refund. To qualify for this refund (credit or debit card used for purchase), you must contact Kaspersky Labs Customer Services

within thirty (30) days of purchase and request a refund of the fees you paid for the Service. After that period, no refund will be available (except as otherwise required by law). To qualify for this refund no Service(s) should have been provided during the thirty (30) day period. Services are offered on a "Best Efforts" basis and no guarantee of issue resolution is provided.

5. Transferability

Your right to use the Services is not transferable. You may not use the Services in connection with any sharing arrangement, on behalf of any third-party or with respect to any device not owned by you or software program not installed on devices owned by you.

6. Scope of Services

In the course of providing the Services, Kaspersky Premium Support may determine that the issue is beyond the scope of the Services. Customer acknowledges that Kaspersky Premium Support may not be able solve customer's particular problem. You acknowledge that not all spyware, malware or virus can be successfully removed, and that such removal or removal attempts may impact the performance of other software programs on the customer's system. Kaspersky Premium Support does not guarantee or warrant that any or all spyware, malware or virus will be or can be removed, and Kaspersky Premium Support does not guarantee or warrant that any spyware, malware or virus removal or removal attempt will not impact the performance of other programs on customers' systems.

7. Cancellation of Services

Kaspersky Premium Support may, at its sole discretion, cancel a specific Service or all Services, in which case you will be entitled to a refund for any unused Service Incidents or prorated remaining months available on an Annual Subscription.

8. Kaspersky Premium Support Warranties

Kaspersky Premium Support warrants that it will perform Services using reasonable care and skill.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS

DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Kaspersky Premium Support does not warrant that Kaspersky Premium Support will be able to correct all problems endorsed to it.

9. General

Both of us agree that under this Agreement: 1) all information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement; and 2) any information disclosed or provided to Kaspersky Premium Support, over the telephone or electronically shall not be deemed to be customer proprietary information.

Kaspersky Premium Support and our related companies will process, store and use information about your transaction and your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill your transaction. We may also contact you to notify you about any product recall, safety issue or service actions. Where permissible under local law, we may use this information to inquire about your satisfaction with our products or the Services discussed above or provide you with information about other products and services and, if we do so, you may at any time decline to receive any further communications from Kaspersky Premium Support. In accomplishing these purposes, we may transfer your information to any country where we do business, we may provide it to entities acting on our behalf, or we may disclose it where required by law. We will not, however, sell or otherwise transfer the personally identifiable information you provide to any third parties for their own direct marketing use unless we provide clear notice to you and obtain your explicit consent for your data to be shared in this manner.

KASPERSKY PREMIUM SUPPORT, INCLUDING KASPERSKY PREMIUM SUPPORT'S SUBCONTRACTORS, SUPPLIERS, OR SOFTWARE PRODUCT DEVELOPERS, WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; OR 3) SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC DAMAGES, INCLUDING LOST PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

If any provision of this Agreement is deemed unenforceable or void, the remaining provisions will continue to be in effect.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.