

kaspersky

Kaspersky Professional Services Terms and Conditions



Herein is given terms and conditions description, in relation to which Kaspersky will **Kaspersky Professional Services** are powered by the Kaspersky technical support team ("Kaspersky Technical Support").

Kaspersky Lab Switzerland GmbH will confirm receipt of your order and provide the Kaspersky Professional Services ("Service") only if (1) you accept the Service terms and conditions as stated herein ("Terms"), and (2) the Service is available at the time of request. Specific description of the relevant service(s) comprising the Service is available at <https://www.kaspersky.com/enterprise-security/professional-services>.

You accept the Terms herein and Kaspersky's Privacy Policy available at <https://www.kaspersky.com/global-privacy-policy> by accepting provision of the Service and/or using the Service and/or completing your purchase of the Service online or by any other means, including telephone purchase in accordance with the terms of purchase for the Service. Kaspersky may change these Terms from time to time without notice so you should review them each time that you use the Service to ensure you are familiar with and accept the terms that will apply at that time.

1. Kaspersky Professional Services

Kaspersky Technical Support provides support and assistance to customers who require services to address a wide range of questions and issues relating to technical features for use or while using any Kaspersky product or service.

By purchasing the Service, customer ("You" or "Customer") is entitled to receive the Service provided by specialists of Kaspersky Technical Support ("Service Agent") as defined in the relevant Order Confirmation provided to the Customer by e-mail.

The Service will be provided onsite or via remote session, depending on the type of Service purchased and delivered during Kaspersky Technical Support business hours (also depending on the business hours of the local Kaspersky office involved) unless agreed otherwise.

In the case of an onsite Service Kaspersky may incur travel and/or other reasonable overhead costs that will be charged to the Customer.

2. Customer Responsibilities

You agree to:

- Comply with all procedures and fulfil all requirements as necessary in order that Kaspersky Technical Support is able to provide You with the Service.
- Provide correct and complete information to the Service Agent as may be required for the performance of the Service.
- Carry out necessary instructions specified by the Service Agent when performing Service routines.
- Back up data on Your system that may be affected by the Service before Your session with the Service Agent begins.
- Be fully responsible for Your data, software and files including any loss, alteration or corruption thereof.
- Ensure Your system meets all requirements and specifications as is necessary for each hardware or software application to be properly installed and/or function.
- Provide sufficient, free, safe and timely access to Your infrastructure and network to ensure smooth delivery of the Service.
- Ensure that You have all legal rights, including copyrights for all software and other data on Your system.
- Assume responsibility for problem resolution due to third party hardware or software compatibility issues.
- Defend, indemnify and hold harmless Kaspersky Lab Switzerland GmbH and its affiliates and subcontractors (including Kaspersky Technical Support) from and against any and all liabilities, damages, claims or proceedings arising out of Your acts or omission including non-compliance with any of the above.

3. Refund Policy

Kaspersky's refund policy will be made available to You subject to the occurrence of conditions for a refund.

4. Transferability

Your right to use the Service is not transferable. You may not use the Service in connection with any sharing arrangement, on behalf of any third party or with respect to any system not owned by You or software program not installed on devices or other hardware owned by You.

5. Scope of Service

Kaspersky Technical Support will use commercially reasonable efforts to provide You with the Service. However, You acknowledge that not all problems can be diagnosed or corrected easily, and some may require You to return Your devices or other hardware to their original state or reload the operating systems or application software; to reload Your personal settings and data; or to work with a third party hardware or software vendor to resolve the problem.

Kaspersky Technical Support does not warrant successful delivery of the Service on all Customer infrastructure elements. In the event that, in the course of the Service, Kaspersky encounters technical issues beyond its control, it may not ensure the complete provision of the Service.

The Customer acknowledges that Kaspersky Technical Support may not be able to solve the Customer's particular problem, and Kaspersky shall not be held liable in any way for the problem not having been resolved.

In the course of providing the Service, Kaspersky Technical Support may determine that the issue is beyond the scope of the Service, and Kaspersky shall not be held liable in any way for such determination.

The duration of the Service shall be as indicated in Your Order Confirmation.

The Service start date will be determined upon the Customer's request for the Service as described in Your Order Confirmation and may not be earlier than two (2) weeks from such request unless agreed otherwise.

6. Cancellation of Service

Kaspersky Technical Support may, at its sole discretion, cancel the Service, in which case You may be entitled to a refund for any unused prepaid Service period.

7. Kaspersky Technical Support Warranties

Kaspersky Technical Support warrants that it will perform the Service 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 COUNTRIES 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 APPLICATION TO THE EXTENT PERMITTED BY LAW. NO WARRANTIES APPLY EXCEEDING THE EXTENT PERMITTED BY LAW.

8. General

You agree that under these Terms all information provided by You, including over the telephone or electronically, is non-confidential. If You intend to provide any confidential information, You will indicate that to the Service Agent and no such confidential information shall be disclosed unless under a signed confidentiality agreement. In the event that You choose to disclose any information without a signed confidentiality agreement, You waive all claims that the information is confidential.



Kaspersky Lab Switzerland GmbH and related companies including employees and the Kaspersky Technical Support and if applicable agents will process, store and use certain information about Your transaction and Your contact information, including name, phone numbers, address, and e-mail addresses. 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 Service 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. 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. Please refer to Kaspersky's Privacy Policy <https://www.kaspersky.com/global-privacy-policy> for further information.

KASPERSKY LAB SWITZERLAND GMBH AND RELATED COMPANIES (INCLUDING EMPLOYEES AND THE KASPERSKY TECHNICAL SUPPORT) AND IF APPLICABLE SUBCONTRACTORS, SUPPLIERS, OR SOFTWARE DEVELOPERS OF KASPERSKY LAB SWITZERLAND GMBH OR RELATED COMPANIES, 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 COUNTRIES 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. IN THAT EVENT, SUCH EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE LIMITED TO THE EXTENT PERMITTED BY LAW. NO EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SHALL APPLY EXCEEDING THE EXTENT PERMITTED BY LAW.

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

9. Governing Law and Dispute Resolution

9.1. These Terms will be governed by and construed in accordance with the laws of Switzerland.

9.2. No action, regardless of form, arising out of these Terms may be brought more than one (1) year after the cause of action has occurred, or was discovered to have occurred.

9.3. Any claim, action or dispute arising under or relating to these Terms will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Zurich (Kreis 1), Switzerland.



www.kaspersky.com/
www.securelist.com