

kaspersky

Kaspersky Professional Services Terms and Conditions



Kaspersky Lab welcomes you as a Kaspersky Professional Services customer. Kaspersky Professional Services are powered by the Kaspersky technical support team ("Kaspersky Technical Support").

Kaspersky Professional Services provide support in good faith in accordance with generally accepted industry standards and utilizes appropriately qualified personnel.

Kaspersky Lab (also referred to as the "Service Agent" and/or Kaspersky Technical Support) as defined in the relevant Order Confirmation provided to the Customer by email, will confirm receipt of your order and provide Kaspersky Professional Services ("the Service") only if (1) you accept the Service terms and conditions as stated herein ("the Terms"), and (2) the Service is available at the time of your request. A specific description of the relevant services that comprise the Service is available at <https://www.kaspersky.com/enterprise-security/professional-services>.

By accepting Kaspersky's 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, you accept Kaspersky's Privacy Policy available at <https://www.kaspersky.com/global-privacy-policy>. We may change these Terms at any time without notice, so you should review them each time 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 answers a wide range of questions relating to the technical features of any Kaspersky product or service.

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

The Service will be provided on-site or via a remote session, depending on the purchased Service, during Kaspersky Technical Support business hours (unless otherwise agreed upon). Business hours depend on the local Kaspersky office involved.

Relocation. The services will be provided to the facility(ies) specified in the order (or invoice). In the event of hardware relocation – Kaspersky's obligation to provide services under these terms may be contingent on the availability of such services at the relocation site and may require additional payment.

2. Customers Responsibilities

You agree to the following:

- Comply with all procedures and fulfill all requirements necessary for Kaspersky Technical Support to provide You with the Service.
- Provide the Service Agent with correct and complete information as required for the performance of the Service.
- Carry out Service Agent's instructions when performing Service routines.
- Back up any 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.
- Ensure Your system meets all the necessary requirements and specifications for each hardware or software application to be properly installed and/or function properly.
- Provide sufficient, free, safe, and timely access to Your infrastructure and network to ensure smooth delivery of the Service. Some manufacturers' warranties may be invalidated if Kaspersky or anyone other than the manufacturer operates the hardware or software. You are responsible for ensuring that the performance of services under these Terms does not affect such warranties or, that the effect is acceptable to You if it does.

- Ensure that You have all the necessary legal rights, including copyrights, for all the software and other data on Your system.
- Take responsibility for resolving any problems caused by third-party hardware or software compatibility issues.
- Defend, indemnify, and hold harmless the Service agent, its affiliates and its subcontractors (including Kaspersky Technical Support) from and against any and all liabilities, damages, claims, or proceedings arising from Your acts or omissions, including noncompliance with any of the above.

3. Refund Policy

Kaspersky's refund policy will make refunds available to You, provided that the conditions for a refund are met.

4. Transferability

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

5. Scope of Service

Kaspersky Technical Support will make commercially reasonable efforts to provide You with the Service. However, You acknowledge that not all problems can be easily diagnosed or corrected, and some may require You to:

- return Your devices or other hardware to their original state;
- reinstall the operating systems or application software;
- reset Your personal settings and data; or
- work with a third-party hardware or software vendor to resolve a problem.

Kaspersky Technical Support does not guarantee the successful delivery of the Service to all elements of the Customer's infrastructure. During the provision of the Service, if Kaspersky encounters technical issues beyond its control, it may not be able to provide the Service in its entirety.

The Customer acknowledges that Kaspersky Technical Support may not be able to solve their particular problem. Kaspersky will not be held liable for any unresolved issues.

During the provision of the Service, Kaspersky Technical Support may determine that the issue is beyond the scope of the Service. Kaspersky will not be held liable for this determination.

The Service will last as long as indicated in Your Order Confirmation.

The start date of the Service will be determined based on the Customer's request for the Service as described in the Order Confirmation. The start date cannot be earlier than two (2) weeks from the request date, unless otherwise agreed upon.

6. Cancellation of Service

At its sole discretion, Kaspersky Technical Support may cancel the Service. In this 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 provide the Service with 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, 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 BEYOND THE EXTENT PERMITTED BY LAW.

8. General

By accepting these Terms, You agree that all information You provided, whether over the telephone or electronically, is non-confidential. If You intend to provide any confidential information, You must indicate this to the Service Agent, and must disclose no such confidential information unless you have a signed confidentiality agreement. If you choose to disclose any information without a signed confidentiality agreement, You waive all claims that the information is confidential.

Service Agent and its affiliates, including employees, 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 for legitimate business purposes. We may also contact You to notify You about any product recall, safety issue, or service actions. Where permitted by local law, we may use this information to ask about Your satisfaction with our Products or the Services, or to provide You with information about other products and services. If we do so, You may decline to receive any further communications of this nature at any time. To accomplish these purposes, we may transfer Your information to any country where we do business. We may also provide it to entities acting on our behalf, or disclose it where required by law. However, we will not sell or otherwise transfer your personally identifiable information to third-parties for their direct marketing purposes unless we provide clear notice to You and obtain Your explicit consent for Your data to be shared in this manner. For more information, please refer to Kaspersky's Privacy Policy <https://www.kaspersky.com/global-privacy-policy>.

SERVICE AGENT AND AFFILIATED COMPANIES (INCLUDING EMPLOYEES) AS WELL AS, IF APPLICABLE, SUBCONTRACTORS, SUPPLIERS, OR SOFTWARE 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 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 WILL APPLY EXCEEDING THE EXTENT PROHIBITED BY LAW.

The Service Agent's liability under these Terms and any relative order (whether in contract, tort (including without limitation negligence), statutory duty or otherwise) shall not exceed 100% of the amount paid by You for the affected Products and/or applicable Services to which the relevant claim relates.

Restricted Content. You shall not provide Kaspersky Lab with any content that: (a) You are not authorized to provide to Kaspersky Lab; (b) constitutes any medical information; (c) contains the financial information of any person; or (d) is otherwise prohibited by law or regulation.

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 and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the substantive laws of Federal Republic of Germany. Each party irrevocably agrees that any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

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.