



## Exabytes Remote Support Service Terms and Conditions

In addition to Exabytes Terms of Service, these Exabytes Remote Support Service Terms and Conditions (these “**Terms**”) apply when Exabytes accepts your request for Remote Support Service in accordance with these Terms.

When we use the term “**Remote Support Service**”, we are referring to remote access, operation or use of:

- (a) your computer, including any hardware, software, programme, system configuration, or files stored therein (collectively, the “**Computer**”); and/or
- (b) any third-party service, function, or server accessed via an account registered under your name or under a legal entity you represent (“**the Account**”),

by Exabytes’ personnel through an external device or network controlled by Exabytes, via the internet or other remote communication tools, for the purposes of:

- (a) providing technical or maintenance support in relation to services you have purchased from Exabytes (“**Exabytes Services**”),
- (b) assisting in resolving technical or commercial obstacles affecting Exabytes Services, or
- (c) facilitating administrative tasks related to Exabytes Services.

You confirm and warrant that: (i) you have the full legal capacity and authority to bind yourself, your employer, or the organisation you represent to these Terms; and (ii) you are the lawful owner, or an authorised representative of the lawful owner, of the Computer that is the subject of the Remote Support Service; and (iii) you are the authorised user of the Account, system, or platform that may be accessed during the Remote Support Service.

### 1.0 Your Authorisation

- 1.1 You hereby grant Exabytes a non-exclusive, royalty-free, and limited right to collect, access, use, process, store, and transmit data from the Computer or the Account solely for the purpose of providing the Remote Support Service.
- 1.2 In order to perform the Remote Support Service effectively, you expressly authorise Exabytes to do any of the following, where applicable and required:
  - (a) record the screen activity and/or session logs of the Remote Support Service session;
  - (b) remotely access and control the Computer system;
  - (c) remotely access and operate the Account or any software/platform linked to it.

### 2.0 Your Responsibilities

- 2.1 You shall provide reasonable cooperation to Exabytes to enable the effective delivery of the Remote Support Service. This includes, but is not limited to, making available all necessary personnel, information, system access credentials, permissions, and communication channels (e.g., telephone, live chat, or email) as reasonably requested by Exabytes.
- 2.2 You shall ensure that you have the legal authority and administrative rights to download, install, and use any remote access software or tools as may be reasonably requested by Exabytes in order to perform the Remote Support Service.
- 2.3 You are solely responsible for ensuring that your use of any third-party software, applications, or services in connection with the Remote Support Service does not breach any applicable end user licence agreements, terms of service, or other contractual



obligations. Exabytes shall not be liable for any claims, losses, or damages arising from your non-compliance with such third-party terms.

- 2.4 You acknowledge and agree that you assume full responsibility and risk for any changes, loss, or damage to the contents, software, data, or system settings of the Computer or the Account resulting from the remote support session. Exabytes shall not be liable for any such changes, loss, or damage, whether direct or consequential.
- 2.5 You are solely responsible for performing a full and complete backup of all data, files, and configurations stored on the Computer or the Account prior to granting Exabytes access. Exabytes shall not be responsible for any data loss or corruption that may occur during or as a result of the remote support service.
- 2.6 You are solely responsible for implementing appropriate safeguards to protect the data, software, and systems on the Computer or the Account. Exabytes shall have no liability for any failure by you to take such precautions or for any resulting loss, damage, or disruption.

***When Exabytes remotely accesses etc. the Computer***

- 2.7 You are responsible for closing, securing, or backing up any confidential, sensitive, or proprietary files or data prior to granting Exabytes remote access to your Computer. Exabytes shall not be held liable for any access to, loss of, or disclosure of such information during or after the provision of the Remote Support Services.
- 2.8 You must remain physically present at the Computer for the full duration of the Remote Support Service. Your presence is required to monitor the session, provide necessary input or approval, and ensure that no unauthorised actions are taken. Exabytes shall not be responsible for any actions performed or changes made during a session where the user was not present.

***When Exabytes remotely accesses etc. the Account***

- 2.9 If you provide your password to the Account to Exabytes for the Remote Support Service, you must immediately change the password to the Account upon the completion of the Remote Support Service session.

If you voluntarily provide access credentials, including your password, to your account for the purpose of receiving Remote Support Services from Exabytes, you acknowledge and agree that:

- (a) You do so at your own risk and discretion;
- (b) You shall remain solely responsible for the security of your Account;
- (c) You are required to immediately change your password upon the completion of the Remote Support Service session;
- (d) shall not be held liable for any loss, damage, unauthorized access, or misuse arising from or in connection with the sharing of your Account credentials.

Failure to change your password after the session may expose your Account to unauthorised access, for which Exabytes expressly disclaims any responsibility.

**3.0 Remote Support Service Session**

- 3.1 Exabytes reserves the right to shorten, delay, reschedule, or terminate any Remote Support Service session due to events or circumstances beyond its reasonable control, including but not limited to system outages, power failures, network disruptions, or force majeure events. While Exabytes will use commercially reasonable efforts to provide prior notice of such changes, Exabytes shall not be liable for any loss, cost, or damage arising from such changes or interruptions.

#### **4.0 Remote Support Limitation**

- 4.1 Each remote support session provided by Exabytes is strictly limited to troubleshooting one (1) device (desktop, laptop, or other terminal) per request. Support for multiple devices under the same session is expressly excluded unless otherwise agreed in writing. Any attempt to extend support to multiple devices during a single session shall be deemed outside the agreed support scope.
- 4.2 Where the root cause of the issue is determined to be unrelated to Exabytes' hosting environment, Exabytes will, at its sole discretion, provide a one-time support session to guide the customer's designated person-in-charge (PIC). Any further support requests including those involving other devices or ongoing troubleshooting shall be treated as chargeable technical support and billed accordingly at prevailing rates.
- 4.3 Our remote support personnel are assigned per session. To maintain fair and efficient service delivery, Exabytes shall not be liable for delays or missed support arising from attempts to use a single session to troubleshoot multiple endpoints. You are encouraged to initiate separate requests for each device requiring assistance.
- 4.4 Where a support request exceeds the scope of complimentary or bundled services, Exabytes reserves the right to:
- (a) Treat such requests as billable technical support, subject to prior quotation or applicable support package;
  - (b) Decline further assistance where the issue lies outside Exabytes' system or infrastructure responsibility;
  - (c) Suspend or withhold support until outstanding payments (if any) are settled.
- 4.5 While Exabytes shall use commercially reasonable efforts to assist, no guarantee is given that all issues will be resolved during a remote session. You acknowledge that resolution may depend on third-party factors outside Exabytes' control. We reserve the right to decline further support requests where prior issues have been resolved or where the scope of assistance falls outside of the agreed service coverage.

#### **5.0 No Warranty**

- 5.1 The Remote Support Service is provided by Exabytes on an "as-is" and "as-available" basis. You acknowledge and agree that use of the Remote Support Service is at your sole risk, and that Exabytes does not warrant that the Service will be uninterrupted, timely, secure, or error-free.
- 5.2 To the maximum extent permitted by applicable law, Exabytes expressly disclaims all representations, conditions, warranties, and guarantees of any kind, whether express, implied, statutory, or otherwise, including but not limited to:
- (a) Implied warranties of merchantability, fitness for a particular purpose, and non-infringement;
  - (b) Any warranty that the service will meet your requirements or expectations, or that any errors or defects will be corrected;
  - (c) Any warranty as to the security, reliability, or performance of the Remote Support Service.
- 5.3 No advice or information, whether oral or written, obtained from Exabytes or through the Remote Support Service, shall create any warranty not expressly stated herein.

#### **6.0 Liability**

- 6.1 Exabytes will not be responsible for any loss, cost, expense or damage resulting directly or indirectly from the Remote Support Service, recording of the Remote Support Service



session, the operation of remote access software or these Terms including (but not limited) to damage to the Computer or the Account, software or programme on the Computer or other property, loss of use, unauthorised use or access, corruption, destruction or loss of data or content in the Computer or the Account, loss of profit or business opportunity, compromised system or any issues that Exabytes is unable to resolve after taking all reasonable steps.

- 6.2 In no event shall Exabytes be liable for any consequential, incidental, indirect, special, punitive, or exemplary damages, including those resulting from loss of data, loss of business, or loss of anticipated savings, even if Exabytes has been advised of the possibility of such damages
- 6.3 Exabytes' total liability for any and all claims, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total amount paid by you for the Remote Support Service giving rise to the claim.

## **7.0 Intellectual Property**

- 7.1 All intellectual property rights in any tools, materials, documentation, or software used or provided by Exabytes remain the exclusive property of Exabytes or its licensors.

## **8.0 Indemnity**

- 8.1 You agree to fully indemnify, defend, and hold harmless Exabytes, its affiliates, officers, employees, and agents from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, costs, and expenses (including legal fees on a full indemnity basis) arising out of or in connection with:
  - (a) your use or misuse of the Remote Support Service;
  - (b) any breach of these Terms;
  - (c) any negligent, unlawful, or unauthorised act or omission by you or your personnel.

This indemnity shall survive the termination or expiry of these Terms.

## **9.0 Force Majeure**

- 9.1 The Service Provider shall not be liable for any failure or delay in performing its obligations due to events beyond its reasonable control, including but not limited to natural disasters, power outages, or telecommunications failures.

## **10.0 Governing Law and Jurisdiction**

- 10.1 These terms shall be governed by the laws of Malaysia. Any disputes arising in connection with these terms shall be submitted to the exclusive jurisdiction of the courts of Malaysia.

## **11.0 Amendments**

- 11.1 Exabytes reserves the right to amend these Terms from time to time by publishing the updated Terms on its website. Continued use of the Remote Support Service constitutes acceptance of the amended Terms.

***Last updated: 1 August 2025***