

REMOTE SUPPORT TERMS AND CONDITIONS

At Desa eOffice Sdn. Bhd. we consistently deliver what we promise and leave our customers happy with our service. However, should you have any concerns or if you are interested in your legal rights then please read through the following.

By using this Remote Support Service, you understand that:

- eOffice cannot guarantee this service will resolve the IT problem or that the attempt to resolve technical issues will not cause additional problems requiring an onsite or back-to-base support call.
- All remote service and software are provided at the customer's sole risk.
- You are responsible for the backup of your data and applications.
- eOffice is not liable for consequential damages of any kind.
- eOffice is not liable for unauthorised access to anybody's computers via the remote software 'TeamViewer'.
- eOffice will not disclose IDs or passwords to any undisclosed 3rd party.

NB. Please close any personal or confidential information on your screen, as the technician will be viewing your desktop.

1. **Licensed Software and Service Description, Acceptance.** Desa eOffice Sdn. Bhd., a company registered with Suruhanjaya Syarikat Malaysia (SSM) and our company registration number is 673419-H, (hereinafter referred as "eOffice") makes available to you certain remote control software (the "Licensed Software"), which enables eOffice and its agents to provide certain support services to you, including taking temporary control of your personal computer and software in an attempt to diagnose and repair your service related issues (the "Service"). Neither the Software nor the Service will and are not intended to protect your computer from any virus, spyware and/or malware that may affect your computer at any time following the end of the session. eOffice will not be in any way responsible for any corrupted data, files or viruses which may affect you or your computer. It is your responsibility to safeguard your system, through appropriate means (for example, using commercially available software), from theft, unauthorised use or system corruption. By clicking the Licensed Software button found in [our website](#), you acknowledge that you have read, understand and agree to be bound by this Software License and Service Agreement and any other additional terms, policies and practices that are displayed to you or to which you may be directed in connection with the Licensed Software and the Service, each as may be amended by eOffice from time to time (collectively, the "Agreement"). "You" and "Yours" means you and every person who uses the Licensed Software and the Service on your computer.
2. **Software License ("TeamViewer").** eOffice and its suppliers hereby grant to you a non-exclusive, non-transferable right to use the Licensed Software for your private use on your computer. Your rights to use the Licensed Software shall be subject to the terms and conditions set forth in [TeamViewer EULA](#).
3. **Access, Your Responsibilities.** You acknowledge and agree that in order to provide the Service to you, eOffice or its agents will access, take control of and make changes to your personal computer and/or software by remote control, including the modification to Internet-related software settings, installation and where applicable, uninstallation of certain software and you hereby consent to such actions. eOffice further recommends that you remain seated at your desktop throughout the entire remote session.

4. **Backup.** Before installing the Licensed Software, please close all applications running on your computer. It is your responsibility to back-up all existing computer files by copying them to another storage medium prior to the installation of the Licensed Software. eOffice, its affiliates, agents and suppliers shall have no liability whatsoever for any damage or loss to data or peripherals.
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6. **Privacy and Security.** The public internet and third-party networks will be utilised to provide the Licensed Software and the Service to you. It uses completely secure data channels with key exchange and AES (256 Bit) session encoding, the same security standard used in HTTPS/SSL technologies on the internet. It is your responsibility to safeguard your system, through appropriate means (for example, using commercially available software), from theft, unauthorised use or system corruption. eOffice is not responsible for any lack of privacy or security which may be experienced with respect to the provision of the Licensed Software and the Service to you, including as a consequence of your failure to adequately safeguard your system. Your personal information shall be protected by eOffice in a manner consistent with the [TeamViewer Privacy Policy](#) available by visiting [teamviewer.com](https://www.teamviewer.com). By installing the Licensed Software and by using the Service, you consent to the collection, use and disclosure of your personal information, as set out in the [TeamViewer Privacy Policy](#).
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10. **Indemnity.** You agree to defend, indemnify and hold harmless eOffice, its affiliates, agents and suppliers, from any and all liabilities, expenses and other amounts related to any violation of this Agreement by you or any user of your account, or in connection with your or their use of the Licensed Software and the Service.
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12. **Agreement Term and Termination.** The term of this Agreement will continue until either the end of the one-time session during where eOffice provides to you the Licensed Software and the Service or until eOffice or you have uninstalled the Licensed Software. eOffice may uninstall the Licensed Software, terminate or suspend the Service and this Agreement at any time, including during the session, upon notice to you in its sole discretion. The accrued rights and obligations under this Agreement that by their nature or as specified under the Agreement are intended to continue beyond the termination of this Agreement until exhausted or fulfilled, will survive the termination of this Agreement, including without limitation Sections 2, 3, 5, 6, 7, 8, 9, 10, 11, 12 and 14.
13. **Amendments.** eOffice may at any time and from time to time upon notice to you and without your consent amend or modify the Agreement or any part thereof or features or other aspects of the Licensed Software and/or the Service. eOffice will notify you of any amendment or modification to the Agreement or any material change to the Licensed Software and/or the Service in advance by posting notice of such change at the [eOffice website](#) or by using any other notice method that will likely be brought to your attention. You agree to view the [eOffice website](#) periodically and to review this Agreement to be aware of such modifications. Nothing in the Agreement will be construed as obligating you to continuing to use the Licensed Software and the Service after any change is made to the Licensed Software, the Service or the Agreement; however, your sole and exclusive remedy in the event that you do not wish to accept such change will be termination of the Agreement. Should you continue to use the Licensed Software and the Service after such change is effective, to the

extent permitted by applicable law, such use will be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement by you will be required to accept such change.

14. **Miscellaneous.** This Agreement and any other documents incorporated herein by reference or otherwise provided or made available to you in connection with the Licensed Software and the Service, as each or all may be amended from time to time, represent the entire agreement among you and eOffice with respect to the Licensed Software and the Service and supersede all prior agreements between you and eOffice in connection with the Licensed Software. In the event of any inconsistency, the terms of this document will govern and prevail. eOffice may assign all or any portion of its rights and obligations under this Agreement to any affiliated entity without your prior written consent. You may not assign or transfer this Agreement. Any questions regarding the Agreement or notices to eOffice may be provided verbally by calling at +603-6277-1316. Notices to you will be in writing and delivered by e-mail to the e-mail address provided by you to eOffice or by using any other notice method that will likely come to your attention. eOffice is a federally-regulated undertaking and as such the Agreement, including all matters relating to its validity, construction, performance and enforcement, will be governed by applicable federal laws and regulations of Malaysia and only those provincial laws and regulations that are applicable to it. The terms and conditions of the Agreement are subject to amendment, modification or termination if required by such laws or regulations. If any provision in the Agreement is declared to be void, invalid, in conflict with any such law or regulation, or otherwise unenforceable by a court of competent jurisdiction, that provision may be deleted or modified, without affecting the validity of the other provisions. eOffice's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right. Certain elements of the Licensed Software and/or the Service may be provided to you by third party service providers located outside of Malaysia and as such your use of the Licensed Software and the Service may be subject to the laws of foreign jurisdictions.

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