

Technical Support Terms of Service

1. **Agreement:** These Terms and Conditions (“Terms and Conditions”) govern and describe the technical support and expert advice to be provided to you by AquaStar Distributors, LLC. All references to “you” and “your” are references to the person who is paying for the support service and signs this Agreement. All references to “we”, “our”, and “us” are referring to AquaStar Distributors, LLC, and their employees.

1. **Service Description:**

- a. **Service Provided:** We agree to provide you with advice and technical support regarding any product we offer from our trained product specialists. This advice includes proper installation, proper use, troubleshooting, repair and any other questions you may have regarding the product.

- a. **Platform:** This service shall be provided via telephone, Email, Text message or video chat. Upon request, we can make video demonstrations of the product to answer any specific questions you may have.

- a. **Appointments:** Each meeting with a product specialist must be scheduled as a service appointment. Service appointments can be made by contacting Info@aquastarus.com, or by phone 800-352-4323

1. **Payment:** The standard fee for our support services is \$49.99, billed in 20-minute increments. You agree that the time will be rounded up to the nearest 20 minutes. As a result, you must pay for the first 20-minutes prior to your service appointment. The price for custom video services will be determined on a case-by-case basis.

1. **Termination:** Each service appointment is concluded at the end of the phone call. Time will vary based on your needs.

1. **Force Majeure:** We shall not be liable for any failure or delay in performance due to any cause beyond its control. We reserve the right to refrain from providing the service and instead refund your payment, wholly or in part, for any reason.

1. **DISCLAIMER OF WARRANTIES:**

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR

REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY.

1. **LIMITATION OF LIABILITY:**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL UNDER NO CIRCUMSTANCE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY UNDER THIS PLAN SHALL NOT EXCEED THE PRICE PAID TO US. THE LIMITATIONS UNDER THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD.

1. **Indemnification:** You agree to defend, indemnify, and hold harmless the AquaStar Distributors, LLC and its affiliates from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to the information provided by our product specialists.

1. **Continuing Obligations:** The provisions of this Agreement shall remain in force regarding any and all services provided or rendered by us, regardless of any change in status or duration of time from which this agreement is entered hereinto.

1. **Entire Agreement:** This Agreement represents the entire agreement on the subject matter of Technical Support. This Agreement supersedes any previous written or oral agreements. In the event of any inconsistency, the statements in this Agreement will control.

1. **Expenses:** All costs and expenses incurred in connection with this Agreement and the transaction contemplated hereby shall be paid by the party incurring such costs and expenses.

1. **Governing Law:** This contract is governed in accordance with the laws of New York.

1. **Privacy Policy:** It is our policy to respect the privacy of our customers. Please familiarize yourself with the details of our privacy policy on our website.

Date: Signature: _____

Name (Printed): _____