

NETGEAR GearHead for Home Services

NETGEAR, Inc. Service Terms and Conditions

Acceptance of Terms of Use

By subscribing or registering with NETGEAR GearHead for Home Services, you have read and accepted the Terms and Conditions covering the NETGEAR GearHead for Home Services. NETGEAR may, at its own discretion and without prior notice, make changes to the Terms and Conditions. NETGEAR will inform you of any changes and if you decide to continue using the NETGEAR GearHead for Home Services you have indicated your acceptance of the new set of Terms and Conditions of Usage.

Description of NETGEAR GearHead for Home Services

NETGEAR GearHead for Home Services provides remote support for specific computers, peripherals, software, and any other computer-related products described in the section titled “Products Supported” found later in this document. NETGEAR offers the following options to the customers:

- Pay Per-Incident Services
- HomeSupport 6 (6-month subscription)
- HomeSupport 12 (12-month subscription)
- Other Related Services

NETGEAR customers obtain technical support from NETGEAR Technical Support Engineers (TSEs) by contacting them through email, or via the phone. NETGEAR only offers remote technical support. Onsite service is not included in the NETGEAR offerings.

NETGEAR offers its customers the option of Remote Computer Control, where a TSE can, with the customer’s permission, take over the customer’s computer from the TSE’s remote location. By accepting these Terms and Conditions of Usage, customer acknowledges that they are aware that they will, on occasion, be offered the Remote Computer Control option. NETGEAR TSEs are not allowed to use Remote Computer Control without the explicit consent of the customer.

NETGEAR will use reasonable effort to provide the customer with technical support, for as long as the customer’s account is current and not in arrears. NETGEAR reserves the right to refuse service to anyone.

NETGEAR GearHead for Home Services Subscription Coverage

The subscription covers computers designated under the customer’s account with NETGEAR. The subscription normally covers up to three computers in a home (personal computers, laptops), unless the customer pays for additional computers to be covered under the same subscription. Additional computer support can be requested by the customer via a NETGEAR TSE.

Bundled Products/Services from Third Parties

NETGEAR may provide products and services from third parties as part of its NETGEAR GearHead for Home Services. These third party products and services are covered by their respective publishers/owners. NETGEAR does not guarantee the usability or merchantability of such services. Customer acknowledges that NETGEAR is providing these products and services as a potential benefit to the customer.

No Assurance of Problem Resolution

NETGEAR will use reasonable effort to resolve the customer's problem. However, the complexity of technology will inevitably result in NETGEAR being unable to resolve certain customer problems. Customer acknowledges that they are aware of this limitation and by subscribing to the NETGEAR GearHead for Home Services have indicated acceptance of the No Assurance of Problem Resolution section of the NETGEAR Terms and Conditions of Usage.

Notwithstanding such limitation, NETGEAR does not guarantee problem resolution to every customer problem. NETGEAR will only exercise reasonable effort to resolve said customer's technical problem.

Products Supported

NETGEAR provides technical support for popular computers, peripherals, and software. The general description of the products supported can be found on the NETGEAR website:

http://gearhead.netgear.com/products_supported.html

Customer acknowledges that due to the rapidly changing nature of technology, NETGEAR cannot be held responsible for supporting every computer-related product in the market. NETGEAR will attempt to indicate which products or product lines are supported on its web site. NETGEAR can, at its own sole discretion, decide to provide technical support for a product not listed on the web site. In this case, NETGEAR warrants support only for the specific problem instance and does not warrant that it will continue to support such unlisted product beyond the single specific instance described above.

Disclaimer

NETGEAR does not warrant that the service is free of errors or mistakes. NETGEAR does not warrant or represent that defects or limitations in the service will be corrected. Nor does NETGEAR warrant or represent that the service shall be available continuously. Certain extenuating circumstances may cause the service to be interrupted. NETGEAR provides no remedies for such service interruptions. In addition, NETGEAR provides no remedies for any loss of data resulting from use of the service. By subscribing to the service, customer acknowledges that they accept these disclaimers.

Limitation of Liability

No director, officer, or employee of NETGEAR shall be held liable for any direct, indirect, or consequential damages resulting from use of the service. Customer agrees to indemnify, hold harmless, and release NETGEAR from any damages, attorney's fees, and costs resulting from use of the service. Customer expressly acknowledges and agrees that the entire liability of NETGEAR under any circumstances shall in no event exceed the amount paid by Customer for the NETGEAR GearHead for Home Services, regardless of the cause or whether Customer was made aware of such limitation.

Ownership Rights

NETGEAR owns all rights to the Service and associated material, including the NETGEAR web site. Any unauthorized use of NETGEAR property is a violation of NETGEAR intellectual property rights.

Governing Law; Consent to Jurisdiction; Recovery of attorney's fees

Any disputes arising in connection with this Agreement will be governed by the laws of the State of California, USA. NETGEAR and Customer each hereby irrevocably (a) agrees that any suit, action or other legal proceeding arising from or relating to this Agreement shall be brought in a court of competent jurisdiction in Santa Clara County, California, which court shall have exclusive jurisdiction over any controversy arising from or related to this Agreement; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; and (c) waives any objection it may have to the laying of venue of any such suit, action or proceeding in such court and waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Service of process in any suit, action or proceeding may be made in any manner permitted by law. Customer further agrees to waive the right to a jury trial, and agrees that all disputes will be resolved by a judge. Customer agrees that NETGEAR may recover its attorney's fees in the event that Customer challenges the consent to jurisdiction specified herein.

Privacy Policy

NETGEAR has a strict privacy policy with respect to our customer's personal data. Any customer data is kept in strict confidence by NETGEAR, and is not disclosed to any third party without the consent of the customer.

Termination or Suspension of Service

A customer's breach of the Terms and Conditions of Usage shall result in the termination or suspension of their subscription and associated service. NETGEAR shall exercise its right to terminate or suspend service solely at its own discretion, without consulting the customer. NETGEAR shall incur no liability resulting from terminating or suspending service upon breach by a customer.

NETGEAR Refunds Policy (Only Applies to Subscription Contract Services)

Note: Pay per-incident services are NOT refundable. A NETGEAR GearHead subscriber, who has not used the entitled services, may choose to unsubscribe the plan and receive a full refund within the first ten (10) business days of the subscription. If the services have been used, NETGEAR will deduct an amount proportional to the usage (number of incidents multiplied by the ongoing pay per-incident rate) and refund the balance amount.

After ten (10) business days, the subscription is NOT refundable.

Refund will be credited, within 21 days upon receiving the refund request, to the credit card account used at the time of subscription purchase.

NETGEAR refund policy is subject to change and the latest policy in effect will be applicable.

To cancel your subscription, call 1-888-615-3488. The contract becomes inactive once the request for refund is processed.