

Per Scholas NY Virtual Help Desk Terms and Conditions

Agreement between User and Per Scholas, Inc.:

Welcome to <https://perscholas.org/initiatives/nyhelpdesk/>. The Per Scholas NY Virtual Help Desk is operated by Per Scholas, Inc., a nonprofit corporation ("Per Scholas").

The Service

These terms ("Terms") govern and describe the technical support and services that we will provide for free under the Per Scholas NY Virtual Help Desk Service Plan (the "Service") but the Services can only be made available on condition that you agree to all the Terms without modification. We will provide these services to an individual, or business through its designated employees, (each referred to as either a "Client", or "you"), and the location associated with this Service must be in the United States. The Service will be provided in a virtual environment utilizing available technology to contact the Client. The words "we," "us," "our," and "Per Scholas" refer to Per Scholas, Inc. and/or its affiliates and its or their employees or third-party service providers, as the case may be. The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of <https://perscholas.org/initiatives/nyhelpdesk/> constitutes your agreement to all such Terms. Please read these Terms carefully, and keep a copy of them for your reference.

This Service is not a guarantee, warranty, or extended warranty that your products, equipment or software will not contain defects or that we can repair any any of the foregoing, or that we will replace or provide a refund of your the purchase price of any of the foregoing in the event any of the foregoing cannot be repaired.

The Service includes phone and remote support (e.g., over the phone or via the Client's computer with a Per Scholas technician logged into the Client's computer).

Some of the Services that may be available are as follows:

Service	Level	Specific Programs, Applications, Software	Examples:

<p>Software / Application / Programs Usage Issues/ Configuration / Installation / Uninstallation / Walkthroughs</p>	<p>Level 1</p>	<p>Software: Microsoft 365 full suite Zoom Cisco Webex</p> <p>Operating Systems: Windows 7,8, 8.1, 10 Linux MAC</p>	<p>Software/Application/Programs Usage Issues: SW utilizing too much hardware (ram, cpu) Unable to install updates, unable to roll back updates, SW randomly crashing, not stable SW needs to be run in compatibility mode (older version)</p> <p>Installing proper software specific to the OS Removing bloatware Patch Management Update management</p>
<p>Hardware & Peripheral Printers, Network Devices Drivers, Usage, Performance Reviews, Setup Support</p>	<p>Level 1</p>	<p>Printers / All in one / Multifunction devices</p> <p>Bluetooth</p>	<p>Printers: Creating Print Shares, Networking Printers, Installing appropriate drivers,</p> <p>Peripherals: Setup peripheral devices, troubleshooting non-working devices or unstable devices</p>
<p>CUSTOM PC Build - Advising/Compatibility Support</p>	<p>Level 1</p>		<p>PC Upgrade- Advising/Compatibility Support Manual Research Advising of parts</p>
<p>DATA Backup Solutions /Guidance Creating restore points, how to back up your systems, etc...</p>	<p>Level 2</p>		<p>Backup solutions, Automation of data backups Hard Drive suggestions RAID supports What are restore points and why they are important</p>

Virus Detection (Removal requires a software recommendation on client's end)	Level 2		
Computer Security / Safety Diagnostics & Reporting	Level 2		Wired Network Hardening Wireless Network Hardening Network Security Posture Assessment

Prior to us providing Service to your device, it is your responsibility to back-up the data, software, information, or other files stored on your device.

To obtain Service, a Client should have access to a functioning high-speed Internet connection.

Limitations. AS WE ARE PROVIDING THE SERVICE FOR NO CHARGE, WE ARE NOT ABLE TO ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY FAILURE OF THE SERVICE TO FIX THE PROBLEM YOU ARE HAVING. We may refrain from providing the Service, wholly or in part, on the basis that the minimum system requirements are not met or if your technical needs or other requirements are unusual or extensive and beyond the scope of these Terms, or beyond the knowledge of our employees, as determined by us in our sole discretion.

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- **WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THESE TERMS BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE; AND**
- The limitations in this section will not limit or exclude liability caused by our intentional misconduct or fraud.

PER SCHOLAS AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE OR PROVIDED AS PART OF THE SERVICES, FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

PER SCHOLAS AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

Privacy

Your use of the Service is subject to Per Scholas's Privacy Policy and/or its affiliates and its or their employees or third-party service providers, as the case may be. Please review our Privacy Policy which is part of the Per Scholas Site (<https://perscholas.org/>), which also governs the Site and informs users of our data collection practices.

Electronic Communications

Utilizing the services of, or using <https://perscholas.org/initiatives/nyhelpdesk/> or sending emails to Per Scholas constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email or on the Site, satisfy any legal requirement that such communications be in writing.

Children Under 18

Per Scholas does not knowingly collect, either online or offline, personal information from persons under the age of 18. If you are under 18, you may use <https://perscholas.org/initiatives/nyhelpdesk/> only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

The Site, or Services, may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Per Scholas and Per Scholas is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Per Scholas is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Per Scholas of the site or any association with its operators.

Certain Services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Site domain, you hereby acknowledge and consent that Per Scholas may share such information and data with any third party with whom Per Scholas has a contractual relationship to provide the requested product, service or functionality on behalf of Site users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://perscholas.org/initiatives/nyhelpdesk/> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Per Scholas that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Per Scholas or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Per Scholas content, and Services are not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Per Scholas and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Per Scholas or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by Per Scholas from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Per Scholas content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Per Scholas, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or the Services, any user postings made by you, your violation of any terms of these Terms, your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Per Scholas reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Per Scholas in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in New York County, New York. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

Class Action Waiver

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. EACH PARTY AGREES THAT IT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Per Scholas agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Subject to Change

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. PER SCHOLAS AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE SITE AT ANY TIME.

Termination/Access Restriction

Per Scholas reserves the right, in its sole discretion, to terminate your access to the Site and the Services or any portion thereof at any time, without notice. To the maximum extent permitted by law, these Terms are governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site and receipt of the Services. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Per Scholas as a result of this agreement or use of the Site or receipt of the Services. Per Scholas's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Per Scholas's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or the Services or information provided to or gathered by Per Scholas with respect to such use. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between the user and Per Scholas with respect to the Site, and Services, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Per Scholas with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Changes to Terms

Per Scholas reserves the right, in its sole discretion, to change the Terms under which the Site and/or Services are offered. The most current version of the Terms will supersede all previous versions. Per Scholas encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Per Scholas welcomes your questions or comments regarding the Terms:

Per Scholas, Inc.
804 E 138th Street
Bronx, New York 10454

Email Address:
info@perscholas.org

Telephone number:
(718) 991-8400

Effective as of 02/2021