

Terms of Service

LEGAL NOTICE

White Hat Group, SP., dba White Hat Group, 2149 Russell St. Berkeley, CA 94705. Contact White Hat Group at 510-841-0817 White Hat Group is a subsidiary of White Hat Group., SP. (all subsidiaries and affiliates of White Hat Group Co., SP. are referred to as "White Hat Group"). Any reference to White Hat Group in these Terms of Service is a reference to White Hat Group., SP.

IMPORTANT NOTICE

These Terms of Service apply "services," which means White Hat Group performs technology services for you. Service refers to a line of technology services provided by White Hat Group, SP., a subsidiary of White Hat Group Co., SP. (All subsidiaries and affiliates of White Hat Group Co., SP., are referred to as "White Hat Group.") Any reference to White Hat Group in these terms of service is a reference to White Hat Group.

Terms and Conditions

This Agreement which is entered into and accepted in California, USA on the last day set forth below, is between White Hat Group Inc., California, USA, and Customers indicated and signed below. The following is hereby agreed.

Engagement

Customer engages White Hat Group Inc. to use its best efforts to solve technology problems by performing operations that include, but are not limited to, recovering existing hardware and data, upgrading or replacing existing hardware and data, and to secure them to the best of White Hat Group's ability. All efforts by White Hat Group are subject to the terms and conditions herein.

Estimates

Estimates of time to complete an operation are based on White Hat Group Inc.'s expense in time, the complexity of the solution, and development required for completion of the operation. Unless declared by the estimate, transport and materials costs are not included. Final cost will vary depending on any special requirement that may be necessary for successful completion of the agreement.

Payment

Client understands that all services rendered are done to the best of the agent's ability and although there are no refunds, credit may be issued with board consensus, and in unless specified otherwise, the operation will continue until desired effect is achieved. Customer understands that services rendered are charged according to time and materials and agrees to pay White Hat Group Inc. for time, materials, and any other sums agreed to and authorized by Customer under the agreement. Such other sums may include: special parts, tools, or software, etc., as deemed necessary by White Hat Group Inc. for the completion of the agreement. Unless otherwise agreed to in advance by White Hat Group Inc., all such sums are due and payable within 15 days of completion of work, by purchase orders on approved credit, credit card via Paypal™(Visa, MasterCard™, or American Express™), or check. Payment in the form of personal checks written on accounts with insufficient funds will be charged an additional 15% or \$150, whichever is greater. Payment in the form of business checks written on accounts with insufficient funds will be charged an additional 50% or \$500, whichever is greater. No refunds will be made.

Intellectual Property

White Hat Group SP reserves all rights to all agreements and pertaining reports and analyses, whitepapers, batch files, scripts, programs and all products that may be produced by completing work.

Confidentiality

The Customer agrees that White Hat Group Inc. may use any information or data supplied with or stored on the media or in the equipment for the purpose of completing the operation, and will hold the customer information in the strictest confidence. No disclosures shall be made without customer and White Hat Inc. board approval in person and signature. However, the above confidentiality obligations shall not apply to any information which at the time of disclosure is published or is otherwise in the public domain, or was known to White Hat Group Inc. prior to receipt from the Customer. Although White Hat Group Inc. does not act in the role of law enforcement, we check our prospective clients against the Megan's Law databases and are active proponents of Ethical Hackers Against Pedophilia. White Hat Group Inc. carries the same responsibilities as clinical psychiatrists in that we are obliged to report any eminent crimes which are evident. In cases where trade secrets or particularly sensitive data may be handled, White Hat Group Inc. needs to be notified beforehand so that the utmost in precautions and secrecy can be taken in handling as well as to give time for insurance and information security arrangements.

Unpaid Charges

In the event there are any unpaid charges, Customer grants White Hat Group Inc. a security interest in and to the equipment and data to secure the payment of the charges incurred hereunder. Any items which have not been claimed (paid or unpaid for) within 30 days after the date of completion of the Engagement will be considered abandoned by the Customer and will be disposed of (including all media containing data) at the sole discretion of White Hat Group Inc.. White Hat Group Inc. reserves the right to utilize all legal means to collect past dues including, but not limited to, private investigation and collection agencies.

Damaged condition of Customer's Media, Equipment, and/or Data

The customer acknowledges that the media, equipment, and/or data is now damaged, and the client acknowledges that the efforts of White Hat Group Inc. and/or its suppliers to analyze the damage, prepare the estimate, and complete the agreement, although improbable, may result in the destruction of or further damage to the media, equipment, and/or data. White Hat Group Inc., for itself and its suppliers, regrets that even though it exercises great care in its operations, due to the damaged condition of the Customer's media, equipment, and/or data, and the nature of the operations, it will not assume responsibility for additional damage that may occur to the Customer's media, equipment, and/or data during White Hat Group Inc.'s attempt to complete this agreement.

SERVICES

(a) General Services: White Hat Group will attempt to diagnosis your technology problem, provide an estimate of applicable service fees (plus applicable taxes), and then provide you with a technology solution over the telephone or via the Internet. In certain cases, however, problem diagnosis and support may not be completed because of a problem with your computer or its configuration that is beyond our control.

User Responsibility: You understand and agree that prior to contacting or allowing White Hat Group to perform diagnostic repair or other services on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives. You acknowledge and agree that White Hat Group shall not be responsible under any circumstance for any loss or corruption of data and/or software.

SERVICE WARRANTY

If you are not satisfied with remote services received from White Hat Group, please call 510-841-0817(510-841-0817) for resolution. We warrant our remote services for 5 days following the date you received remote service; however, for repairs necessitated by a virus or spyware, the service warranty is valid only if the anti-virus and anti-spyware protection for your product is installed or updated during the repair or promptly thereafter (i.e., before you connect again to the Internet). If you are not satisfied with your service: Call 510-841-0817 for resolution. We stand behind our Support for 5 days. We stand behind our Service for 15 days. If there is a problem with the service we provided and you notify us within the allotted time period, we will work to remedy the problem quickly and at no additional cost.

SUPPORT

(a) Services: White Hat Group will attempt to diagnose and solve problems over the telephone for an applicable fee. In certain cases, however, this may not be possible because of problems with your computer or its configuration that are beyond our control.

(b) Support Services: Support services may be offered to you over the telephone or via the Internet if your PC was built within the last four years, you have a working high speed Internet connection, and your operating system is Windows XP or newer. If you elect to receive remote support, then White Hat Group remotely logs on through your high-speed Internet connection to view your computer desktop from the White Hat Group Offices. White Hat Group stays in contact with you to keep you fully briefed on every step of the process as your technology problem is resolved. Remote support may involve the installation of software on your computer that will allow White Hat Group to provide the remote support services. By electing to receive remote support, you agree to allow White Hat Group to use whatever tools deemed necessary to repair your computer, including remote access. You understand that if remote access is used on your computer there will be no residual software from the remote session; however, there may be a text file placed on your computer that will explain the work that was done on your computer. If such a text file is placed on your computer, you have the option to either save the file for future reference or to delete it from your computer.

(c) User Responsibility: You understand and agree that before White Hat Group performs diagnostic repair on your computer, it is your responsibility to back up the data, software, information, or other files stored on your computer disks and/or drives. You acknowledge and agree that White Hat Group shall not be responsible under any circumstance for any loss or corruption of data and/or software.

CHANGES, CANCELLATIONS AND REFUNDS

To change your order: You must contact White Hat Group.

To cancel your order: You must contact White Hat Group at least 2 hours prior to the scheduled service. The payment amount will be fully refunded in the manner the purchase was paid.

LABOR ONLY:

Installations do not include any parts or accessories (for example, wire, cable, speaker mounts or similar parts), except as specifically set forth on the estimate.

FOR SERVICES PROVIDED IN CALIFORNIA

An estimate as required (Section 9844 of the California Business and Professions Code) for repairs shall be given to the customer by White Hat Group in writing, and White Hat Group may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, White Hat Group may charge a reasonable fee for services provided to determine the nature of the malfunction when preparing a written estimate for repair. For information contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento, CA 95814.

SCHEDULING

Standard service hours are Monday — Friday 9 A.M. to 5 P.M., Additional charges may apply for rapid response or service outside of standard hours.

SERVICE JURISDICTION

White Hat Group sets the Service Jurisdiction for each city and store. If a location lies beyond White Hat Group's standard Service Jurisdiction, additional travel charges may apply.

INSTALLATION AUTHORIZATION

For on-site services, a person at least 18 years of age must be present during the entire time period services are provided. If no adult is present when the White Hat Group agent arrives, services will be denied and a \$129 cancellation charge will be assessed.

RESPONSIBILITY

It's your responsibility to back up all software and data on your computer's hard drive(s) and/or any other storage devices before the White Hat Group agent arrives. White Hat Group and/or its third-party service provider shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files.

MINIMUM SYSTEM REQUIREMENTS

(wireless home networking only)

- At least 10GB free hard disk space and 1GB RAM on each computer
- Operating system and/or ISP keys, logins and disks must be available
- Microsoft Windows XP/OSX/nix 2.4 operating system or later
- All computers and/or peripherals must be in good working order and spyware free
- Workstation must be accessible and sanitary
- Broadband services, if any, must be installed and operational before service, including modem connections.
- For narrowband (dialup) networking, White Hat Group will connect only to EarthLink.

ACCESS

The White Hat Group Agent must have 1) access to your residence or business and the computer(s) and/or peripheral(s) to be serviced, 2) your consent and cooperation to enter your residence or business, 3) a safe working environment, work space, and 4) electrical power. If the White Hat Group Agent determines that these conditions have not been met, services will be denied and a \$100 cancellation charge assessed.

IN-HOME HOME THEATER SERVICES

ADDITIONAL CHARGES

Installers will provide an estimate to you prior to performing work that requires an additional charge. Additional charges, fees and expenses may apply if your location is outside our installation coverage area. Payments for additional charges: C.O.D. payable by credit card or personal check.

CABLE/SATELLITE

For the best results, we recommend scheduling installation of cable or satellite prior to the arrival of your home theater installer, so that White Hat Group can ensure proper integration with your whole system.

LATH & PLASTER

White Hat Group cannot warrant that installations involving lath and plaster walls will not result in cracks on the wall. White Hat Group will do everything in our power to eliminate the possibility, but due to the nature of that type of construction, White Hat Group will not be responsible for any resulting damage to your wall.

EVERY INSTALLATION INCLUDES:

- A pre-installation survey upon arrival.
- Connection of your newly purchased components in one (1) room, using exposed wire connections.
- Integration of your newly purchased component(s) into your existing and working system.
- When audio or video components are installed, we will program the remote controls for those components.
- Neatly dressed wires and cables using wire ties when necessary.
- A brief educational demonstration of the newly purchased components which the installer has connected.
- Cleanup of wire clippings, drywall dust, or any other debris caused by installation.
- Note regarding wire/cable concealment: Locations that involve inadequate access for standard wall fishing to the wall where the wire is to be hidden, or the wire is to be hidden in a wall that contains insulation, vapor barriers, or any other obstructions, wire may be concealed by installer-provided paintable or matching track molding (which may require a return visit). Installer will finish wall fished cable exit points with a bushing, plate or spackle. We will spackle any area where access holes were created in the walls. The customer shall be responsible for any repainting.
- A 1-year limited warranty on all labor included with professional installation services. White Hat Group's professional installer will correct any material defects in the workmanship of the installation services you purchased if reported to White Hat Group within 1 year of the date services were completed. This limited warranty does not include any warranty on parts or equipment.

LIMITATION OF REMEDY

Under no circumstances shall White Hat Group, White Hat Group, and/or its third-party service provider be liable to you or any other person for any damages, including without limitation any indirect, incidental, special or consequential damages, expenses costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to the services provided by White Hat Group and/or its third-party service provider or out of the installation, de-installation, use of, or inability to use your computer equipment, hardware, peripherals, or the network as a result of the services provided hereunder.

White Hat Group shall not be liable for any failure or delay in performance due to any cause beyond its control. If White Hat Group's ability to render services is impaired by your failure to cooperate or circumstances beyond the control of White Hat Group, White Hat Group may choose not to provide services. Service can also be denied if dangerous or unhealthy conditions are present including possible code violations. For any un-installation services provided, White Hat Group shall not be responsible for repairing any damage or changes made to your residence.

LIMITATION OF LIABILITY & RELEASE:

Disclaimer of All Warranties

White Hat Group Inc., for itself and for its suppliers, makes, and the customer receives, no warranties or conditions for any good or service, express, implied, statutory or in any communication with customer, and White Hat Group Inc., disclaims any implied warranty of any type. White Hat Group advises customer to read any and all documentation accompanying materials included with its products.

GENERAL:

White Hat Group and/or its third-party service providers reserve the right to refrain from providing any or all services ordered and refund the customer's payment, wholly or in part, if minimum system requirements are not met or if technical conditions (such as wiring difficulties or physical barriers) or customer requirements are unusual, extensive, or beyond the scope of this service agreement as reasonably determined by White Hat Group and/or its third-party service provider.

FORCE MAJEURE: If White Hat Group's ability to render services is impaired by you or circumstances beyond the control of White Hat Group, White Hat Group may choose not to provide or to discontinue services.

UNCONTROLLABLE CIRCUMSTANCES: Both parties are disclaimed liability for completion of this agreement in the event that completion is hindered, delayed, or made impractical by: (a) the acts of omissions of the other party; (b) flood, fire, strike, war, or riot; (c) unavailability of parts or software; (d) any other cause beyond the reasonable control of either party. Upon the occurrence of any such event the party whose performance is affected shall notify the other party of the event so the negative effects of the event can be known.

MOVING: White Hat Group Home Theater installers will not be held responsible for moving any furniture or valuables. White Hat Group Home Theater installers will not, under any circumstances, move, alter or install electrical outlets. It is recommended to have necessary electrical work performed prior to installation service.

INSTALLATION AUTHORIZATION: Someone at least 18 years of age must be present at all times on the day of installation to approve all work completed.

To the extent permitted by law, you agree that White Hat Group's total liability for damages related to its services is limited to the total amount you pay for the services, and you release White Hat Group from liability for any indirect, incidental, special, or consequential damages. **WHITE HAT GROUP IS NOT LIABLE FOR LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR FOR YOUR INABILITY TO USE YOUR COMPUTER EQUIPMENT OR OTHER PRODUCT.**

Agreement

It is agreed between the parties that if a facsimile of this document is signed and returned by facsimile transmission or any other means to White Hat Group Inc., such facsimile, containing a facsimile of the original signature, shall be considered to be as legally binding and enforceable as the original document and signature. The above terms and conditions shall apply to the exclusion of all others, including, without limitation, the Purchase Order Terms and Conditions. Your signature below indicates that you have read and agree to the above terms and conditions and understand the limited extent of White Hat Group Inc.'s responsibility. Customer and White Hat Group Inc. hereby agree that this agreement shall be construed and relations of the parties shall be determined in accordance with the laws of the United States of America and the State of California, provided, however, that if any provision of this agreement is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of the agreement shall remain in full force and effect. It is hereby agreed the state of adoption of this Agreement is California.

You agree to release and hold harmless White Hat Group, White Hat Group S.P., from and against any loss, liability, or damage, including without limitation, any indirect, incidental, special or consequential damages, expense, costs, profits, lost savings or earnings or liability that you, the owner, or lessee may suffer arising out of, or related to, the services provided by White Hat Group. This includes but is not limited to data loss or lack of function in any component or element of your computer system and/or peripherals, any changes or alterations to your residence (for example, changes to walls, baseboards, floors, etc.) as a result of White Hat Group and/or its third-party service provider's agents, partners, and/or third-party service providers, regardless of the warranties, disclaimers, and waivers particular service and shall constitute liquidated damages and are a reasonable estimate of damages to you. Some states do not allow limitations or release of certain damages or liability, so the above limitation of liability and release may not apply to you.

In no event will White Hat Group Inc. or its suppliers be liable for any damages whatsoever, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the engagement. This limitation will apply even if White Hat Group Inc. or an authorized dealer, agent, supplier, or representative has been advised of the possibility of such damage. The Customer acknowledges that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk without regard to risk mitigation practices by White Hat

In witness whereof, the customer has dated and signed this Agreement,

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