

REMOTE SUPPORT Terms and Conditions

The Office of Information Technology at Mississippi Delta Community College uses BeyondTrust Remote Support to provide technical support or assistance through a remote connection to computer(s) or device(s). Remotely accessing a device and being able to see the same thing a user sees significantly enhances the ability to resolve a technical problem and/or provide support quickly.

In this document, the term 'MDCC' or 'us' or 'we' refers to Mississippi Delta Community College and its Support Team Member(s). The term 'you' refers to the user requesting or receiving support or assistance through this service.

Advantages of Remote Support

- Easy to use and secure. Session traffic is fully encrypted to protect your data.
- You are in full control and can end the session at any time.
- Each session key is only good for one remote session; therefore, a Support Team Member cannot access your device again later unless you initiate a new support request.
- Ability to diagnose and resolve problems remotely.
- Allows the ability to transfer files as needed via direct transfer to or from the Support Team Member.

Although we take pride in assisting you with your support request(s), we cannot guarantee this service will resolve your issue(s) or that the attempt to resolve the issue(s) will not cause additional problems requiring an onsite or back-to-base support call.

I. SCOPE

Remote access services are provided at your sole risk. The assistance from Mississippi Delta Community College's Office of Information Technology is provided on the following terms and conditions: You have requested the assistance of a Support Team Member through a remote connection to your computer or device. The ability for us to remotely access your device significantly accelerates the resolution of your technical problem. You understand that by requesting such assistance, MDCC and the Support Team Members may download and use software, gather system data, temporarily take remote control of your computer/device and access, and/or modify your computer/device settings. By accepting these terms, you hereby

grant us the right to connect to your computer, download and use software on your computer to gather system data, take remote control of your computer/device and/or change the settings on your computer/device while performing the services. Be sure to save and close any confidential or personal files that you may be working on before allowing remote access to your device. We further recommend that you remain with your device throughout the entire remote session. Any advice and/or changes made by the Support Team Member is an attempt to resolve your issue, assist with a process, etc. and Mississippi Delta Community College and its Support Team Member(s) will not be held liable for any device or data problems as a result of this session. Other than as set in these Terms, you agree that we have no responsibility or liability under any circumstance at any time for any loss or harm that may arise from or may be related to the services rendered.

II. PRIVACY

Session traffic is fully encrypted to protect your data. Sessions are also logged, thus allowing for the review of all customer and Support Team Member interactions, and all the events of an individual support session. This log includes representatives involved, permissions granted by you, chat transcripts, system information, and any other actions taken by the Support Team Member. Session logging data is available in an un-editable format for up to 90 days, but it may be moved to an external database for extended periods of time.

We will not save any data or files belonging to you after the remote session has ended. While providing this service, we may:

- 1. Collect statistical usage information about sessions.
- 2. Collect the following information:
 - Session ID Number used to identify each session
 - Session Log A log or recording of all representatives involved, permissions granted by you, chat transcripts, system information, and any other actions taken by the Support Team Member.
 - Date / Time Date and time that a session started and ended
 - Computer/Device Type Computer/device make and model
 - Edition Version of operating system installed (Windows, Mac OS iOS, etc.)
 - System information IP address, web browser settings, hard drive free space, running processes, etc.
- 3. Transfer files related to this support session via direct transfer to or from the Support Team Member.

III. DATA BACKUP

MDCC and its representatives do not provide data backup or restoration services via remote services. You are solely responsible for maintaining and backing up all information, data, text or

other materials (collectively "customer data") and software stored on your computer/device and storage media before using the services. You acknowledge and agree that MDCC and its representatives have no responsibility or liability under any circumstance at any time for any loss or corruption of your data, software or hardware that may arise out of the services even if the loss or corruption happens around the time the support is provided. MDCC and its representatives do not provide backup copies or support installation of software to students, patrons or non-MDCC devices. Please ensure that you have a licensed copy of all necessary software. MDCC and its representatives do not take any responsibility for any data that could be on any hard drives, memory drives, peripherals, or any other device. MDCC and its representatives will NOT attempt to back up or recover existing data and cannot be held responsible for any loss of data, whether it be by accident or intended. If necessary, some or all files may be deleted (data and software programs) in order to make the computer/device functional again.

IV. LIMITATION OF LIABILITY

Remote access technical assistance from Mississippi Delta Community College and its representatives is provided to Mississippi Delta Community College students and employees on the following basis:

- 1. Mississippi Delta Community College's liability, if any, the liability of its representatives shall be limited to the value of the remote access technical support as determined by Mississippi Delta Community College.
- 2. Although Mississippi Delta Community College and its representatives cannot guarantee that the provision of remote access technical support will resolve your issue, Mississippi Delta Community College and its representatives will make reasonable efforts to perform support services in a professional manner. To the extent permitted by law, the express warranty and remedies set forth herein are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express, or implied. As permitted by applicable law, Mississippi Delta Community College and its representatives specifically disclaim any and all statutory or implied warranties, related to or arising in any way out of these terms, including any implied warranty or merchantability or fitness for a particular purpose. Except as provided above, in no event shall Mississippi Delta Community College and its representatives have any liability for any direct, indirect, special, incidental or consequential damages, including but not limited to damages for lost profits, loss of data, loss of use or equipment or facilities, or interruption of business, arising in any way out of these terms and conditions under any theory of liability, whether or not Mississippi Delta Community College and its representatives has been advised of the possibility of such damage.
- 3. The terms and conditions set out herein shall be governed by and interpreted in accordance with the laws of the state of Mississippi and the laws applicable therein.