

AFFORDABLE TECH SUPPORT

WWW.AFFORDABLE-TECHSUPPORT.COM

TERMS AND CONDITIONS (8/1/2011)

On Location Services

(a) Services: "On Location Services" references servicing a user's computer at the place of residence, place of work, another location pre-determined by the user, or transporting the user's computer to the Affordable Tech Support office.

(b) Diagnosis: Affordable Tech Support will attempt to diagnose and solve problems 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.

(c) User Responsibility: You understand and agree that before Affordable Tech Support 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 Affordable Tech Support shall not be responsible under any circumstance for any loss or corruption of data and/or software.

(d) Service Hours: Standard service hours are Monday through Saturday 9am-12pm and 1:30pm-4:30pm. Additional charges may apply for service outside of standard hours. Adjustments to these hours will be posted online at www.affordable-techsupport.com

(e) Representation: When On Location Services are implemented in the user's home or office, 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 Affordable Tech Support arrives, services will be denied and a \$25 cancellation charge will be assessed.

(f) Responsibility: It is the user's responsibility to back up all software and data on your computer's hard drive(s) and/or any other storage devices before Affordable Tech Support arrives. Affordable Tech Support shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files.

(g) Minimum System Requirements for a Wireless Network:

- At least 10MB free hard disk space and 32 MB RAM on each computer
- Operating system and/or ISP passwords must be available
- Microsoft Windows XP, Windows Vista, or Windows 7 operating system
- Operating system discs and key codes must be available
- All computers and/or peripherals must be in good working order and spyware free
- Broadband services, if any, must be installed and operational before service

(h) Affordable Tech Support must have access to the user's residence or business and the computer(s) and/or peripheral(s) to be serviced, the user's consent and cooperation to enter your residence or business, a safe working environment and work space, and electrical power available. If Affordable Tech Support determines that these conditions have not been met, services will be denied and a \$25 cancellation charge assessed.

On Location Services: Limitations and Liability

(a) **Limitations to Service:** Affordable Tech Support reserves 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 Affordable Tech Support.

(b) **Force Majeure:** If Affordable Tech Support's ability to render services is impaired by circumstances beyond the control of Affordable Tech Support, Affordable Tech Support may choose not to provide services.

(c) **Limitations of Liability:** Under no circumstances shall Affordable Tech Support 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 Affordable Tech Support 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. Affordable Tech Support shall not be liable for any failure or delay in performance due to any cause beyond its control. If Affordable Tech Support's ability to render services is impaired by your failure to cooperate or circumstances beyond the control of Affordable Tech Support, Affordable Tech Support 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, Affordable Tech Support shall not be responsible for repairing any damage or changes made to your residence.

(d) **Release of Liability:** By signing this form, you agree to release and hold harmless, Affordable Tech Support 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 Affordable Tech Support. 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 Affordable Tech Support 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.

On Location Services: Alterations and Warranty

(a) **Changes:** In order to change your order, you must contact Affordable Tech Support via our website contact page or by phone.

(b) **Cancellations:** In order to cancel your order, you must contact Affordable Tech Support at least 2 hours prior to the scheduled service. The payment amount will be fully refunded in the manner the purchase was paid.

(c) **Warranty:** If you are not satisfied with your service, contact us immediately for resolution. We stand behind our On Location Services for **10 days**. If there is a problem with the service we provided and you notify us within the warranty time period, we will work to remedy the problem quickly and at no additional cost.

Remote Services

(a) General Services: Affordable Tech Support 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.

(b) Remote Support Services: Remote 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 Microsoft Windows XP, Windows Vista, or Windows 7. If you elect to receive remote support, then Affordable Tech Support remotely logs on through your high-speed Internet connection to view your computer desktop from the Affordable Tech Support office. Affordable Tech Support 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 Affordable Tech Support to provide the remote support services. By electing to receive remote support, you agree to allow Affordable Tech Support to use whatever tools deemed necessary to repair your computer, including remote access.

(c) Your Responsibility: You understand and agree that prior to contacting or allowing Affordable Tech Support 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 Affordable Tech Support shall not be responsible under any circumstance for any loss or corruption of data and/or software.

Remote Services: Limitations and Liability

(a) Limitations to Service: Affordable Tech Support reserves the right to refrain from providing any or all requested remote services and instead refund your payment, wholly or in part, on the basis that your technical needs or other requirements are unusual or extensive and beyond the scope of this service agreement as reasonably determined by Affordable Tech Support.

(b) Force Majeure: If Affordable Tech Support's ability to render remote services is impaired by you or circumstances beyond the control of Affordable Tech Support, Affordable Tech Support may choose not to provide or to discontinue remote services.

(c) Limitation of Liability: To the extent permitted by law, you agree that Affordable Tech Support's total liability for damages related to its remote services is limited to the total amount you pay for the remote services, and you release Affordable Tech Support from liability for any indirect, incidental, special, or consequential damages. Affordable Tech Support is not liable for loss, alteration, or corruption of any data or for your inability to use your computer equipment or other product.

Remote Services: Alterations and Warranty

(a) Changes: In order to change your remote services order, you must contact Affordable Tech Support via our website contact page or by phone at least 24 hours prior to the scheduled service(s).

(b) Cancellations: In order to cancel your remote services order, you must contact Affordable Tech Support at least 2 hours prior to the scheduled service. The payment amount will be fully refunded in the manner the purchase was paid.

(c) Warranty: If you are not satisfied with remote services received from Affordable Tech Support, please contact us immediately for resolution. We warrant our remote services for **10 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 there is a problem with the service provided by Affordable Tech Support and if you notify us within the warranty period, we will work to remedy your problem quickly and at no additional cost.