



Click Computer Services- Terms Of Service Agreement (Revision 2)

- The purpose of this Agreement** is to ensure a good working relationship between the customer and CCS. Given the nature of computers and consulting, it is impossible to predict every possible situation that may arise. This agreement will be a guideline for both parties to conduct business within a reasonable framework and with reasonable expectations. This document is not expected to replace good communication. In the event of any difficulty, please contact our primary managing partner: Beits Livneh - B@clickcomputerservices.com, (480) 614-4227. We pride ourselves on going the extra mile to provide the very best in consulting and customer service!
- Business hours:** Standard service hours are Monday-Friday, 8:30 AM-8:00 PM and Saturday, 8:30 AM -2:00 PM. Sundays, National holidays and services preformed before and/or after business hours will be charged at "time and a half" rate. Business hours are subject to change. Please refer to our website for current business hours.
- Travel charge:** will apply for most locations. Travel charge is calculated at \$1 per mile of travel from Click's main address to the client's service call location.
- Non-Solicitation** Customer agrees not to solicit CCS staff in any way for any services or employment outside of CCS. Customer further agrees that without written permission from CCS, Customer will not hire any member of CCS staff in any capacity other than through CCS for a period of at least two years from either the termination of this agreement and/or that staff-member leaving CCS and to violate this section would cause substantial harm to CCS.
- Diagnosis:** If requested by the client, and if CCS has access to the client's computer(s), CCS will attempt problem diagnosis and a solution over the telephone or using some form of remote control for the regular remote support/ phone support fee, as posted on our website.
- Remote control:** Customer acknowledges that the remote support configuration, including installation of programs that will allow CCS to troubleshoot the issues, might be installed and/or configured. This process shall be a non-separate part of the troubleshooting session, and customer agrees and acknowledges those installations. Our remote support program is programmed to remove itself from the remote computer at the end of the remote support session.
- An Adult Must Be Present At Residences or Business:** For on-site services, a person of at least 18 years of age must be present during the entire time period services are provided. If a CCS technician arrives at the scheduled service time and no adult is present, services may be denied and a cancellation charge equals to one service hour fee and travel charge fee will be assessed, and paid by the customer.
- Access:** CCS Technicians must receive full access to the computer(s) and/or peripheral(s) to be serviced, access to the premises, your consent and cooperation to enter your residence or business, and a safe working environment, working space and electrical power. If a CCS technician arrives at the scheduled service time and determines that he/she does not reasonably have the access, cooperation, or safe working area described in the previous sentence, services may be denied and a \$98 cancellation charge and any travel charges will be assessed.
- Limitations to service:** CCS and/or its third party service provider reserves the right to refrain from providing any or all services ordered and instead may refund the customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the customer are unusual or extensive and beyond the scope of this service agreement as reasonably determined by a CCS technician and/or its third party service provider.
- Backup:** Backup your software and data: It is the customer's responsibility to keep a backup, or to perform a back up of all software and data that is stored on client's computer's hard disk drive(s) and/or on any other storage devices/ media client may have, prior to the arrival of the technician to your home or business, or prior to the remote support session. CCS 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. Client agrees to waive responsibility from CCS of any lose of software and data. If client choose to have CCS' technician backup client's data/ information, client is aware and agrees that all data being backed up should be monitored by and agreed by the client. CCS is not responsible for any data loss.
- Payments:** All customers are to provide payment for all services/ sales provided by CCS upon completion of work, in the form of check, cash, money order, cashier's check or a credit card. In some cases, CCS may agree to accept payment later then the service/sale date, and in this case, payment is due no later than 20 days from invoice date. This agreement must be in writing. Any payments received later than 20 days may be subject to a 15% late fee, and will be reassessed this late fee on a monthly basis, at the beginning of every 30 days period, until payment is received. Late fee will be assessed for NSF checks as well. Businesses may apply for a Net 30 term- please contact CCS for details. All hardware parts sold by CCS are the sole property of CCS until the payment and all bills are paid in full to CCS.
- NSF:** Writing a bad check is against the law. CCS will prosecute and bad check provider. Non Sufficient Funds checks (NSF) or voided checks will result in \$25 fee, and client understands that by signing this agreement, client agrees to send payment immediately in case of NSF payment, or legal actions will be taken against the client.
- Refund Policy:** Hardware parts/ retail might be especially ordered for you and customized to your needs, and therefore may not be cancelled or returned for a refund. There is absolutely NO refund on software/ programs. Replacement for damaged software and/ or hardware will be available in most cases, mostly according to wholesaler's / manufacture's policies, and directly by contacting and communicating with the manufacture/s. A restocking fee of 15% will be allied for returns that are not due to manufacture damage.
- Services Warranty:** Most services are under warranty for 10 days from service date. If problem is due to misuse or fault of client during this 10 day period, client is subject to a regular service charge. After warranty period ends, any services provided will be billed at regular hourly rate.
- Hardware/ Parts Warranty:** For products bought thru CCS with manufacturer's warranty, client must contact the manufacturer for the warranty replacement or repair of the item. CCS is not responsible for replacing the item or fixing the item that is under manufacturers' warranty, unless specified otherwise in writing by CCS. Delivery deadlines of goods and services are estimated only, and can not be guaranteed.
- Release of liability:** By signing the form you affirmatively release and hold harmless CCS and/or its third party service provider, from and against any loss, liability or damage that you or the business or the computer(s) or user(s) may suffer, including but not limited to any loss of any data and the non-functioning of any component or element of your computer equipment, or peripherals resulting from Click Computers Services and/or its third party service provider's agents, partner's and/ or third party service providers.
- Termination:** You have the right to terminate our services at any time by giving CCS a written notice, termination to take place immediately unless otherwise agreed upon. CCS has the right to cease providing services to you, consistent with ethical professional conduct, to take effect ten (10) days after the verbal or written notice of our written notice of termination. In the event that either party terminates, it is your obligation to take all necessary steps to effectuate this termination. (e.g.: Assign personnel to perform server backups, web/email hosting arrangements, change passwords, etc.) After receiving notice of termination from you, we will immediately cease rendering services to you per the terms stated above; however, we are always willing to work with your new IT Company to facilitate in a smooth transition. Termination by either of us will not relieve you of the obligation to pay all outstanding fees, disbursements and any other costs incurred prior to the date of termination.
- Expiration:** This agreement, and all terms in this agreement, in whole or in part, shall be valid and agreed upon by both parties, and will be canceled ONLY after a written agreement signed by both parties. No other agreements or terms, whether in conflict or not, will cancel or change the terms on this agreement. The terms on this agreement are the most updated terms of service agreement terms of CCS. Previous "Terms Of Service" agreements signed by you with CCS are void, and the terms of this contract will take effect after signing it below.
- Legal:** This form is to replace any verbal or previous written agreement between both parties, and is effective from the day of signature. This agreement is governed and interpreted by the laws of the state of Arizona. In the event that this agreement is subject to court action, attorney's fees may be awarded to the prevailing party.

Customer's first and last name

Today's date:

Signature

Company's name (for business clients)

Your position in the company

Direct phone number