



Click Computer Services- Terms of Service

BUSINESS HOURS/ RATES AND OTHER FEES

- 1. **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". Business hours are subject to change. Please refer to our website for most current business hours.
2. **Special call:** A special call fee will be charged for un-scheduled appointments or an emergency service call. Most update special call fee rate is posted on our website.
3. **Travel charge:** Travel charges 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.

SERVICE TERMS:

- 4. **Diagnosis:** If requested by the client, and if Click Computer Services has access to the client's computer(s), Click Computer Services 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.
5. **Remote control:** Customer acknowledges that the remote support configuration, including installation of programs that will allow Click Computer Services 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.
6. **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 click computer services 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.
7. **Access:** Click Computer Services 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 click computer services 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.

GENERAL TERMS:

- 8. **Limitations to service:** Click Computer Services 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 Click Computer Services technician and/or its third party service provider.
9. **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. Click Computer Services 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 Click Computer Services of any lose of software and data. If client choose to have Click Computer Services' 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. Click Computer Services is not responsible for any data loss.
10. **Payments:** All customers are to provide payment for all services/ sales provided by Click Computer Services upon completion of work, in the form of check, cash, money order, cashier's check or a credit card. In some cases, Click Computer Services 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 Click Computer Services for details. All hardware parts sold by Click Computer Services are the sole property of Click Computer Services until the payment and all bills are paid in full to Click Computer Services.
11. **NSF:** Writing a bad check is against the law. Click Computer Services 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 takes against the client.
12. **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.
13. **Delivery/ Shipping:** Delivery deadlines of goods and services are estimated only, and can not be guaranteed.
14. **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.
15. **Hardware/ Parts Warranty:** For products bought thru Click Computer Services with manufacturer's warranty, client must contact the manufacturer for the warranty replacement or repair of the item. Click Computer Services is not responsible for replacing the item or fixing the item that is under manufacturers' warranty, unless specified otherwise in writing by Click Computer Services.
16. **Release of liability:** By signing the form you affirmatively release and hold harmless Click Computer Services 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.
17. **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 Click Computer Services. Previous Terms Of Service agreements signed by you with Click Computer Services are void, and the terms of this contract will take effect after signing it below.
18. **Validity:** This form is to replace any verbal or previous written agreement between both parties, and is effective from the day of signature.
19. **Choice of law:** This agreement is governed and interpreted by the laws of the state of Arizona.
20. **Attorney's fee provision:** 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