

## Terms of Service

1. 9GB Tech, LLC will only perform and provide computer services, repairs, and upgrades as requested by the Client. 9GB Tech, LLC will conduct honest, reasonable, and considerate services. The goal is to provide the highest quality of service and support, but specific results cannot be guaranteed. If client declines recommended repairs after diagnosis, a diagnostic fee may still apply.
2. Computer service/repairs are provided as a service. There may be circumstances under which Client's computer cannot be repaired. It will have to be rebuilt, upgraded, or replaced. (Examples: Age of PC/laptop, repair/replacement parts obsolete (graphics card, motherboards, etc.) for devices 5 years or older, I acknowledge that an evaluation may determine that repair is not cost-effective, and a partial or full upgrade may be recommended.
3. The length of time required to service/repair your computer cannot be precisely predicted. (See section 2.1 below)
4. Client understands that in the process of working on your computer equipment, there is potential for data loss. You agree that you have made the necessary backups of your data whether through or service or another so that, in the event of such loss, the data can be restored. 9GB Tech, LLC will not be responsible for data loss. (See section 4.4 below)
5. Client authorizes the technician(s) providing the service or repair to install anti-virus and any other necessary software on your computer to perform required services. All software will be deleted / uninstalled upon completion of the service (unless purchased).
6. All remote repair services are subject to the terms in this agreement.
7. After a repair conducted by 9GB Tech, LLC is complete, Client must take delivery of device within 5 business days or a storage fee of \$5.00 per day will be assessed. After 14 days the device becomes the property of 9GB Tech.

## BILLING TERMS

1. Computer services/repairs are billed as stated on the service order or invoice provided. The most common services are charged by flat rate fees that can be found on the Computer Services page via our website. Services not listed on the Services page may be charged at a flat rate ranging from \$30.99 to \$149.99.
2. There is a trip charge of \$29 for any home or office visit made (up to 15 miles) outside of an agreement. Any service performed will be discussed prior to being handled and billed accordingly.
3. An estimate of cost for work will be provided before performing computer services/repairs. Estimates are not guaranteed.
4. Not all services can be completed on-site and must be completed at our office.
5. If there is an unforeseen deviation, beyond the above estimated amount, every effort will be made to contact you and inform you of the situation and receive authorization to continue or stop at the estimated limit.
6. In the case that the Client cannot be reached, work will stop until contact is established. Once reached, Client's decision to continue or stop will be honored by 9GB Tech, LLC.
7. If for any reason Client is unhappy or we cannot complete the service, a full refund of the service fee may be issued at discretion of 9GB Tech, LLC. Labor charges may still apply.
8. Any work requested to be expedited within a period of two days or less will be subject to a surcharge of \$40 per day.
9. Any work requested to be expedited to same day service will be subject to a \$100 surcharge.

10. Not all expedited work can be guaranteed and will be refunded if the requirements cannot be met.
11. Any parts we purchase on behalf of the client are subject to a surcharge between 2.5% – 15% of the total purchase amount.
12. The normal service rate will be reduced by 50% per day for any work that takes longer than (14) business days to complete.
13. Work that will take up to one (1) hour or more to complete will be charged at a rate of \$75 per hour in addition to the service fee.

#### PAYMENT TERMS

1. Full payment is due upon completion of services, upgrades, or repairs unless remote work is commissioned. No invoice will be sent without prior written consent.
2. Computer parts, hardware, or/and software that are ordered or special ordered must be paid in advance. These parts are non-refundable.
3. 9GB Tech, LLC accepts cash, checks, and credit cards. Note: Checks are cleared within 24 hours as an eCheck. A \$30.00 service fee will be charged for any returned check with NFS and credit card payments may have a 1.9% transaction fee included to the total amount of the bill.
4. For 9GB Tech, LLC to keep its rates low, payments must be made promptly. Bills will be deemed delinquent and assessed a \$25.00 charge if payment is not received within 15 days after the completed service date. If an amount remains delinquent 30 days after completed service date, an additional 25% penalty of original balance will be added for each week of delinquency. 9GB Tech, LLC reserves the right to report delinquent payment to credit bureau(s) and collection agencies in attempts to recover payment. If deemed necessary, 9GB

Tech, LLC reserves the right to take a client to court to recover costs in which the client will incur all fees by the process.

## LIABILITY

1. Service(s) are provided in an effort to fix, upgrade, or otherwise repair the device system(s) for which client or authorized representative requested such service(s).
2. Your device will not be intentionally harmed. The primary goal is to fix your device or systems, not create or cause further damage. Cosmetic wear and tear may occur during the process.
3. In the case of accidental damage of data to your system or data loss caused by already existing problems in your system such as viruses, bad configured software, or hardware problems/failures, Client agrees to hold 9GB Tech, LLC and any person(s) associated with 9GB Tech, LLC or involved in the work being done for Client harmless from damages resulting from such problems.
4. It Client's responsibility to backup data unless listed on Service Order. 9GB Tech, LLC will not be responsible for data loss. (See Section 1.4 above)
5. 9GB Tech shall not be held responsible or liable for any product purchases made by the Client without prior written consent of recommendations.

## SUPPORT

1. Customer satisfaction is our utmost importance.
2. All services will be conducted in a professional, reasonable, and timely manner. Also, taking into consideration the circumstances and nature of the technical problems.
3. Free support will be provided for problems to be resolved from the service order but not resolved. After forty-eight (48) hours from completed service date, 9GB Tech, LLC will no longer offer free support.
4. Warranty work will only be covered if it is related to the work on the Service Order. Unrelated work will not be covered by the warranty and may be charged accordingly.

## REPAIRS & SERVICE GUARANTEE

1. All services and repairs are guaranteed forty-eight (48) hours from the completion / acceptance date on the Service Order.
2. If later found that the service or repair was incorrectly diagnosed by the technician. Then 9GB Tech, LLC will perform the repair/service free of any labor charge. Only the new parts will be charged.

By signing this agreement, you acknowledge and agree to its terms. Refusal to sign this agreement could result in denial of service.

SIGNATURE: \_\_\_\_\_.

DATE: \_\_\_\_\_.