

## 1. 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 provide honest, reasonable, and considerate services. The goal is to provide the highest quality of service and support, but **specific results cannot be guaranteed**.
2. Repairs are provided as a service. **There may be circumstances under which Client's device cannot be repaired**. (Examples: Age of device replacement parts obsolete or more expensive than buying new)
3. The length of time required to service/repair your computer **cannot** be predicted.
4. The client understands that in the process of working on your computer equipment, there is a 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. Not all services can be completed on-site and must be completed at our office.
8. 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 \$25.00 per day will be assessed. After 14 days, you may forfeit ownership unless arrangements are made.
9. Client understands that 9GB Tech may hold a backup of any data created or exchanged between parties. This includes passwords or other information that was used to provide services to the client. After 30 days all client data will be deleted or otherwise destroyed.

## 2. 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. Uncommon Services are subject to a variable rate. Labor will be charged at \$75 per hour for every job.
2. There is a charge of \$29.99 for any home or office visit made (up to 10 miles) outside of an agreement. Any service performed will be discussed prior to being handled and billed accordingly.
3. An estimated cost for work may be requested before performing computer services/repairs. Estimates are **not** guaranteed.
4. There is an additional transaction fee of 2-5% of the total invoice if paid via Debit or Credit Card.
5. In the case that 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 estimate 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. All remote repair services must be paid for before commencement of work. If for any reason Client is unhappy or we cannot complete the service, a full or partial refund may be issued at discretion of 9GB Tech, LLC.
8. Any work requested to be expedited within a period of two days will be subject to a surcharge of \$25.00 per day.
9. Any work requested to be expedited within a period of one day will be subject to a surcharge of \$75.00.
10. Any work requested to be expedited to same day service will be subject to a \$100 surcharge.
11. Not all expedited work can be guaranteed and will be refunded if the requirements cannot be met.
12. Any parts we purchase on behalf of the client are subject to a surcharge between 2.5% – 15% of the total purchase amount. All hardware purchases are **non-refundable**.
13. The normal service rate will be reduced by 10% per day for any work that takes longer than (14) business days to complete.
14. Discounts will be offered under certain circumstances or during promotions. Restrictions will apply. Discounts cannot be given for labor, or trip charges without prior approval. Discounts for hardware cannot be given at any time.

### **3. PAYMENT TERMS**

1. Full payment is due upon completion of services, upgrades, or repairs.
2. Computer parts, hardware, or/and software that are ordered or special ordered must be paid in advance and cannot be purchased without a service.
3. 9GB Tech, LLC accepts cash, checks, and credit cards. Note: Checks are cleared within 24hours as an eCheck. A \$35.00 service fee will be charged for any returned check with NFS and credit card payments may have a transaction fee included in 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.
5. If an amount remains delinquent 3 days after completed service date, an additional 25% penalty of original balance will be added for each week of delinquency. Each late balance is subject to collection.
6. 9GB Tech, LLC reserves the right to report delinquent payment to credit bureau(s) and collection agencies in attempts to recover payment.
7. If deemed necessary, 9GBTech, LLC reserves the right to take the client to court to recover costs in which client will incur all fees by the process.
8. We reserve the right to charge a fee up to \$29.99 if you schedule in-home work or make an appointment and fail to provide access to the Member Address, cancel an appointment within one hour of the scheduled appointment, or miss an appointment.

### **4. LIABILITY**

1. Service(s) are provided in an effort to fix, upgrade, or otherwise repair the computer system(s) for which the client or authorized representative requested such service(s).
2. Your property will not be intentionally harmed. The primary goal is to fix your computer or systems, not create or cause further damage, however cosmetic irregularities may occur.
3. In the case of accidental damage 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. 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 seventy-two (72) from the pickup date, 9GB Tech, LLC will no longer offer free support. A labor charge may apply.
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.
5. All parts purchased through 9GB Tech, LLC are subject to their own warranty terms.

## 6. REPAIRS & SERVICE GUARANTEE

1. All services and repairs are guaranteed for seventy-two hours from the completion 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.

CLIENT SIGNATURE:

DATE:

9GB TECH SIGNATURE:

DATE: