### Terms of Service for GeekOnsite On-Demand Remote Computer Services

## **Acceptance of Terms of Use**

By requesting Remote Computer Services with GeekOnsite Technical Services, you have read and accepted the Terms and Conditions covering the GeekOnsite Technical Services remote service. GeekOnsite Technical Services may, at its own discretion and without prior notice, make changes to the Terms and Conditions. GeekOnsite Technical Services will inform you of any changes and if you decide to continue using the GeekOnsite Technical Services remote service, you have indicated your acceptance of the new set of Terms and Conditions of Usage.

## **Description of the GeekOnsite Technical Services Service**

GeekOnsite Technical Services provides remote support for specific computers, peripherals, software, and any other computer related. GeekOnsite Technical Services charges customers on every issue fix or recurring monthly fee which is payable monthly or quarterly, at the customer's discretion.

GeekOnsite Technical Services customers obtain remote technical support from GeekOnsite Technical Services Support Engineers by contacting them through email or via the phone. GeekOnsite Technical Services only offers remote technical support under these Terms and Conditions. Onsite service is not included in the GeekOnsite Technical Services Remote Services offering.

GeekOnsite Technical Services offers its customers the option of Remote Computer Control, where a technician can, with the customer's permission, take over the customer's computer from a remote location. By accepting these Terms and Conditions of Usage, customer acknowledges that they are aware that they will, on occasion, be offered the Remote Computer Control option. GeekOnsite Technical Services technicians are not allowed to use Remote Computer Control without the explicit consent of the customer.

GeekOnsite Technical Services will use reasonable effort to provide the customer with technical support, for as long as the customer's account is current and not in arrears. GeekOnsite Technical Services reserves the right to refuse service to anyone.

#### **Bundled Products/Services from Third Parties**

GeekOnsite Technical Services provides products and services from third parties as part of its Remote GeekOnsite Technical Services. These third-party products and services are covered by their respective publishers/owners. GeekOnsite Technical Services does not guarantee the usability or merchantability of such services. Customer acknowledges that GeekOnsite Technical Services is providing them as a potential benefit to the customer.

#### No Assurance of Problem Resolution

GeekOnsite Technical Services will use reasonable effort to resolve the customer's problem. However, the complexity of technology will inevitably result in GeekOnsite Technical Services being unable to resolve certain customer problems. Customer acknowledges that they are aware of this limitation and by subscribing to the GeekOnsite Technical Services service have indicated acceptance of the No Assurance of Problem Resolution section of the GeekOnsite Technical Services Terms and Conditions of Usage.

Notwithstanding such limitation, GeekOnsite Technical Services does not guarantee problem resolution to any customer problem. GeekOnsite Technical Services will only exercise reasonable effort to resolve said customer's technical problem.

#### **Products Supported**

GeekOnsite Technical Services provides technical support for popular computers, peripherals, and software. Specific products supported are described on the GeekOnsite Technical Services website, www.geekOnsite.net,

and are subject to change. Customer acknowledges that due to the rapidly changing nature of technology, GeekOnsite Technical Services cannot be held responsible for supporting every computer-related product in the market. GeekOnsite Technical Services will clearly indicate which products or product lines are supported on its web site. GeekOnsite Technical Services can, at its own sole discretion, decide to provide technical support for a product not listed on the web site. In this case, GeekOnsite Technical Services warrants support only for the specific problem instance and does not warrant that it will continue to support such unlisted product beyond the single specific instance described above.

#### **Disclaimer**

GeekOnsite Technical Services does not warrant that the service is free of errors or mistakes. GeekOnsite Technical Services does not warrant or represent that defects or limitations in the service will be corrected. Nor does GeekOnsite Technical Services warrant or represent that the service shall be available continuously. Certain extenuating circumstances may cause the service to be interrupted. GeekOnsite Technical Services provides no remedies for such service interruptions. In addition, GeekOnsite Technical Services provides no remedies for any loss of data resulting from use of the service. By subscribing to the service, customer acknowledges that they accept these disclaimers.

## **Limitation of Liability**

No director, officer, or employee of GeekOnsite Technical Services shall be held liable for any direct, indirect, or consequential damages resulting from use of the service. Customer agrees to indemnify, hold harmless, and release GeekOnsite Technical Services from any damages, attorney's fees, and costs resulting from use of the service.

### **Ownership Rights**

GeekOnsite Technical Services owns all rights to the Service and associated material, including the GeekOnsite Technical Services web site. Any unauthorized use of GeekOnsite Technical Services property is a violation of GeekOnsite Technical Services intellectual property rights.

# **Privacy Policy**

GeekOnsite Technical Services has a strict privacy policy with respect to our customer's personal data. Any customer data is kept in strict confidence by GeekOnsite Technical Services and is not disclosed to any third party without the consent of the customer.

## Termination or Suspension of Service

A customer's breach of the Terms and Conditions of Usage shall result in the termination or suspension of their subscription and associated service. GeekOnsite Technical Services shall exercise its right to terminate or suspend service solely at its own discretion, without consulting the customer. GeekOnsite Technical Services shall incur no liability resulting from terminating or suspending service upon breach by a customer.

# **GeekOnsite Technical Services Refunds Policy**

GeekOnsite Technical Services offers a refund of maximum of 100 % of the charges on customer's request only if the earlier reported problem reoccurs within 5 days from the time of resolution.

To request for Refund, e-mail GeekOnsite. Tech@gmail.com or call customer service at (659)260-1880.

Refund Policy is subject to change and the latest policy in vogue will be applicable.

#### **Digital Signature**

The payment of your Remote Service Invoice prior to GeekOnsite rendering your service is your Digital Signature agreeing that you have read and fully understand.