

These terms govern the provision of any computer support services ("Services") provided by Bit Tek Solutions also known as "BTS". BTS provides you with access to and use of the Services subject to your compliance with the Terms. BTS reserves the right to refuse Services to anyone at any time without notice for any reason. You represent and warrant to us that you are at least 18 years old; you have the right, capacity and authorization necessary to legally bind yourself to the Terms.

**-Authorization to Access your Computer:** You acknowledge that by your use of the Services you are authorizing BTS to access and control your computer for the purposes of computer diagnosis, service and repair. You agree that BTS may download and use software, gather system data, take control of your computer and access or modify your computer settings.

**-Estimates:** Any estimate written or verbal given by BTS is given as a guide and are never an assurance or guarantee that the product(s), service(s) and time will be warranted. Once any work commences, after a technician has evaluated the device(s), should it appear that the cost to repair is more than quoted, no work will commence without explicit client approval.

**-Legal Rights:** The client is the legal owner or authorized representative of the legal owner of all property, data and devices contained therein sent to BTS. You must be the owner, or have the permission of the owner, for us to work on your equipment.

**-Abandoned Property:** If equipment is left with BTS and is not collected within thirty (30) calendar days after we contact you to move forward with the repair, or if the repair has already been completed, BTS will treat your equipment as abandoned which becomes the sole property of BTS. You agree to hold BTS harmless for any damage or claim for the abandoned property, which we may discard, use, or sell at our sole discretion. Any and all charges are still your responsibility.

**-Onsite Services:** You agree to provide full access to device(s), that are to be serviced and that power, network connectivity and a safe climate controlled work environment is provided along with full co-operation and access to enter your home or business to perform services. A person of at least 18 years of age must be present during the entire period. If no adult is present when our technician arrives services will be denied, a cancellation charge equal to one hours work onsite, along with a travel fee(s) will be assessed.

**-Software Installation:** BTS may need to download and or run software on your computer. You agree that BTS may download and utilize Software from third party web sites or disks and accept any applicable license agreements on your behalf. You acknowledge and agree that we may download and install trial versions of Software that may expire and cease to function.

**-Backup Services & Potential Data Loss:** You understand and agree that prior to allowing BTS to perform services on your device(s), it is your responsibility to back-up everything. You acknowledge and agree that BTS and/or its third-party service provider shall not be responsible for any loss, alteration, or corruption of any software, data or files. If you do not have a backup of your software and data, BTS does provide a data backup service for an additional cost. We cannot guarantee the integrity of your data.

**-Confidentiality:** BTS agrees not to disclose any information or data files supplied with, stored on, or recovered from client's equipment except to employees or agents of BTS subject to confidentiality agreements or as required by law.

**-180 Day Warranty for Labor:** All work is covered by a labor only, one hundred and eighty (180) calendar day warranty. If the same problem re-occurs within 180 calendar days of the original repair (stated on the invoice), BTS will only charge for any additional parts that may be required. Excludes faults caused by software, virus and end user errors. BTS provides no warranty on parts, merchandise or products and is sold "as is". Any manufacturer's warranty will be provided solely through the manufacture. All repairs may be subject to parts availability and may be new, used, or refurbished, unless otherwise requested.

**-Warranty Exclusions:** Warranty does not include accidental damage, physical damage, damage caused by power surges or spikes, including and not limited to, power and telecommunications connections, or to other unspecified sources, voltage fluctuation, amperage fluctuation, rust or corrosion, are not covered under warranty. Warranties do not cover loss or damage due to negligence, accidents, theft, flood, fire, earthquakes, electrical storms or any other act of God or any war related events. The warranty on any hardware will be voided if any sticker placed on the warrantable equipment is removed, broken or tampered with. This warranty does not cover failure of equipment due to the system not being serviced adequately, or failure from "fair wear and tear". This warranty does not cover repairs for the replacement of parts due to incompatibility; BTS is not responsible for compatibility issues. The warranty holder will be liable to pay for these repairs. If your device(s) have come in contact with any type of liquid before, during, or after the repair, BTS is unable to provide any warranty of any kind, and any existing warranty provided by BTS will be null and void.

**-Payment Terms:** All work must be paid in full upon completion of service. If an amount remains delinquent 14 days after its issue date, an additional 5% penalty will be added for each week of delinquency in addition to a one time \$50.00 storage fee or the maximum permitted by law. In case collection proves necessary, the client agrees to pay all fees including collection fee(s), attorney fee(s), and any court costs incurred by that process.

**-Limited Liability:** BTS shall not be liable for any claims regarding the physical functioning of equipment/media or the condition or existence of data on storage media supplied before, during or after service. In no event will BTS be liable for any damage to any device(s), loss of data, loss of revenue, or any special, incidental, contingent, or consequential damages, however caused, before, during or after service, even if BTS has been advised of the possibility of damages or loss to persons or property. BTS liability of any kind with respect to the services, including any negligence on its part, shall be limited to supplying the service again. The client and BTS agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at BTS's option. The client understands that no refunds will be provided of any kind whatsoever, this includes, but not limited to service, parts, and all transactions. The parties acknowledge that the price of BTS services would be much greater if BTS undertook more liability. The client is aware of the inherent risks of injury and property damage involved with such repair, including without limitation, risks due to destruction or damage to the machine, media, or data and inability to repair the machine or recover data, including those that may result from the negligence of BTS, and assumes any and all known risks of injury and property damage that may result. I acknowledge that I will not hold BTS liable for any claims resulting from any service(s), negligence, power surges, acts of God, theft, or lost wages. I also understand that BTS is not an authorized service repair center and I waive the right to make any claims against, sue, litigate, or hold BTS responsible for any kind of suit in connection with any service(s) with them.