

GEEK STORE
PROACTIVE TECHNOLOGY MANAGEMENT
WORRY FREE TECHNICAL SUPPORT
TERMS OF SERVICE

1. The Plan

The terms and conditions of this service contract ("**Terms and Conditions**") govern and describe the technical support service (the "**Service**") we will provide you under the Worry Free Support plan (the "**Plan**").

2. Plan Start and End Dates

Plan begins on the date purchased for a minimum of 12 months . The Plan auto-deducts from saved credit card each month, until cancelled with a thirty days' written notice to Geek Store. Until the Plan is cancelled, client authorizes us to charge the saved credit or debit card each month. If Plan is cancelled within the first year, we are authorized to immediately charge credit card on file for the remaining number of months left in contract. If cancelled after the first year, the cancellation will take effect at the end of the monthly billing period for which has already been charged. We may cancel this Plan and discontinue providing service at any time upon thirty days' notice to named client. We may also cancel this Plan immediately or suspend service without notice, at our discretion, if client fails to make scheduled payment or while any such charge is pending if your account is past due.

3. What is Covered?

- a. This Plan provides Service for one personal notebook, laptop or desktop. Mobile phones and tablets are not eligible devices. The device covered under the plan is identified at time of enrollment. ("**Covered Product**").
- b. During the Service Period, client will have access to in--store, telephone and web--based technical support. Service may include assistance with software installation, configuration and troubleshooting; password reset; interpreting system error messages and determining when hardware service is required. The Service also includes assistance with the initial set up of your Covered Product, ensuring your Covered Product will connect to a known functioning wireless network; computer tune---up including operating system updates; fan, screen and keyboard cleaning; the labor to remove and install your hard drive or memory if you require an upgrade or replacement; and removing data from your hard drive.
- c. We will diagnose and repair operating system problems and virus/malware issues causing start---up and shut down issues, slow performance, system crashes, error messages and unwanted pop---up windows.

4. What's Not Covered?

- a. Troubleshooting issues that are likely to be resolved by upgrading the operating system or consumer software to the current version.
- b. Training services.
- c. Server support including but not limited to any server administration and set up, server software applications/OS installation and support, and server diagnostics and tune-ups.
- d. Home network support and/or router support
- e. Damage to, or loss of, any software or data residing or recorded on the Covered Product, or the recovery or reinstallation of data, software, information or other files stored on your hard disk drives or any other data storage device.

5. How To Obtain Service. You may obtain service by visiting or calling Grosse Pointe Geek (313) 885-2222.

6. Client's Responsibility to Back Up Data. Prior to us servicing the Covered Product, client must (1) back up the data, software, information or other files stored on your hard disk drives or any other data storage device; and (2) remove and/or disconnect all USB flash drives, optical discs, external hard drives and other removable data storage devices and media from your Covered Product.

7. Client's Responsibilities. To receive service or support under the Plan, client agrees to comply with each of the terms listed below.

- a. To receive web-based remote technical support, client must provide a high speed internet connection.
- b. Client to provide information about the symptoms and causes of the issues with the Covered Product.
- c. Client to respond timely to requests for information such as serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Covered Product, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue. This is to ensure timely repair.
- d. Client is responsible for delivering and picking up covered product for in-store service.

- e. Client will be required to sign a service order disclaimer or other service order terms for certain services. This service order disclaimer or other service order terms do not form a part of this Plan and are a separate legal document.
- 8. Eligibility for Service; Transferring Your Plan.** We will provide Service of the Covered Product to the original purchaser of this Plan or any person that is in lawful possession of the Covered Product. At our discretion, we may ask questions and take steps to verify that the person seeking service is in lawful possession of the Covered Product. This Plan can be transferred to the new owner of the Covered Product, however client must advise of the change in ownership and the new owner must have the original purchase receipts and identification. Any service repair receipts should also be transferred to the new owner.
- 9. Limitations of Service.** We shall not be liable for any failure or delay in performance due to any cause beyond our control. We reserve the right to refrain from providing the service and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs or other requirements of the Customer are unusual or extensive and beyond the scope of these Terms and Conditions, as determined by us.
- 10. DISCLAIMER OF WARRANTIES.**
YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO EACH CUSTOMER.
- 11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW:**
WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN; AND OUR TOTAL LIABILITY UNDER THIS PLAN SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF YOUR PLAN INCLUDING TAXES.
- 12. MISCELLANEOUS.** If any provision(s) of these Terms and Conditions is/are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. You agree that any cause of action arising out of or related to this Plan must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. These Terms and Conditions and your purchase receipt constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Proactive Technology Management have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan – either orally or in writing.

Credit Card Authorization

I authorize Grosse Pointe Geek to charge my credit card monthly beginning ___/___/_____ in the amount of \$_____ as specified in the contract above and I understand that I will be invoiced automatically on the same day each month (holidays may slightly alter).

Email Address: _____

Phone Number: _____

Credit Card Billing Address:

This credit card authorization is to remain in effect for a minimum of 12 months. Otherwise, I the client, will notify Grosse Pointe via written notification of cancellation.

Monthly billing will show as "Proactive Technology Mgmt" on credit card statements

Next Billing Date: _____

Client Print Name: _____

Client Signature: _____

Date: ___/___/___