



# Home Computing Solutions

## Computer Repair and Maintenance Service Agreement

Customer Name: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
Service Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Cell Number: \_\_\_\_\_  
Nature of Problem: \_\_\_\_\_

**Acceptance and understanding of this agreement below are hereby acknowledged.**

\_\_\_\_\_  
Customer Home Computing Solutions Technician  
\_\_\_\_\_  
Date Date

You "Customer" agree to the terms and conditions of this Home Computing Solutions (HCS) Computer Repair and Maintenance Service Agreement. These terms and conditions apply to the following Services: computer repair and tune-up, security software updates, and any other services which HCS may perform for you from time to time as a part of HCS Computer Repair and Maintenance ("the Services").

### **Description of HCS Computer Repair and Maintenance Services and Pricing**

Service Fee of \$60.00-70.00 for the first hour and \$25.00 for each additional half hour.

or

Non-refundable Diagnostic Charge Fee of \$35.00\*\* and Fuel Surcharge Fee

This Agreement is limited to a single support session. Subsequent sessions require payment of additional Services fees. Fees for HCS Computer Repair and Maintenance Services will be collected the day service is completed. Payment may be made by check or money order. HCS may change the fees above at any time and the new fees will apply to any support sessions occurring after the change is implemented. Service lengths are estimated and may be longer or shorter than the actually service time. You agree to pay the fees as outlined below and have the right to stop service at any time.

**Services Exclusions:** HCS does not guarantee that it will be able to resolve or assist with all computer issues. For example, there may be some issues that are the result of errors in the software or hardware itself that the manufacturer has not yet resolved. Therefore, while HCS will use all reasonable efforts to assist you, HCS reserves the right to decline support or assistance with particular computer issues. In that situation, you will only be charged the Non-refundable Diagnostic and Fuel Surcharge Fee. The Services do not include the repair of damage to hardware.

**\*\*Non-refundable Diagnostic & Fuel Surcharge Fee:** For the reasons mentioned in the Service Exclusions section above, Home Computing Solutions may not be able to resolve all of the issues with your computer. If this should occur for your computer repair, this fee will be charged instead of the Service Fee. This fee is for the HCS technicians to troubleshooting/identification of computer issues. You understand that this fee is not refundable and in the event that a HCS technician is unsuccessful in repairing your computer you will only be charged the Non-refundable Diagnostic & Fuel Surcharge Fee.

**\*Service Fee:** This service covers such PC tune up activities as checking and adjusting operating systems and software applications for speed and efficiency. This service also covers assistance in removal of Spyware, viruses and other unwanted software from the computer.

**Service Limited Guarantee**

As stated above, HCS will do everything possible to assist you with your repair and maintenance needs. All services performed on the date of service are guaranteed for 48 hours after the service call is completed. HCS will agree to come out within this time period to correct the problem. If the problem is not corrected, you will be refunded the Service Fee minus the Non-refundable Diagnostic & Trip Charge Fee. Please note that this guarantee is only valid on problems with the original service call.

**YOU REPRESENT THAT YOU HAVE BACKED UP OR ARCHIVED ALL DATA ON YOUR COMPUTER, INCLUDING BUT NOT LIMITED TO, DOCUMENTS, MUSIC FILES, VIDEOS, PHOTOS, GAMES, ETC. (“DATA”). HCS IS NOT RESPONSIBLE FOR LOST OR CORRUPTED DATA AND YOU HEREBY RELEASE HCS FROM ANY LIABILITY FOR DATA LOST DUE TO, OR IN CONNECTION WITH, THE PERFORMANCE OF THE SERVICES BY HCS.**

You acknowledge that an adult (over the age of 18) will be present during the time of service.

You represent that you are the license holder of the software installed on your computer. HCS will not assist you with any issues relating to software for which you do not have a license.

You acknowledge and allow HCS to install and uninstall various third party software programs on your computer based on your needs. Before HCS installs certain software products in a session, you must accept the license terms and conditions of those software products. The license terms and conditions will be presented to you before installation or removal is commenced. Acceptance of the license terms does not mean you are entitled to or will automatically receive updates to the third party software. HCS does not warrant the performance of third party software products and does not warrant that third party software will be error-free.

At the end of the Services session a log file will be generated and sent to HCS. This log file will include a record of all transactions that took place during the session, and will include your name, computer name, and IP address. The log file information is used only by HCS and will not be shared with any parties outside of HCS and its affiliates.

**HCS WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. OTHER THAN THE LIMITED WARRANTY IN THE PRECEDING SENTENCE, HCS, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY, “HCS”), MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE SERVICES PROVIDED TO YOU. HCS SHALL NOT BE LIABLE FOR: DAMAGE TO PROPERTY OR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICES; LOSS OF OR CORRUPTION OF DATA; LOST PROFITS OR REVENUES. YOU HEREBY INDEMNIFY AND HOLD HARMLESS HCS FROM ANY CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS’ FEES, ARISING OUT OF: (A) CLAIMS OR DAMAGES RESULTING FROM ANY CLAIM THAT YOUR USE OF ANY THIRD PARTY SOFTWARE PRODUCTS INFRINGES ON THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY; OR (B) ANY BREACH OR ALLEGED BREACH BY YOU OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL HCS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION, YOUR SOLE AND EXCLUSIVE REMEDIES ARE, AT HCS’S ELECTION, FOR HCS TO REPERFORM THE SERVICES, OR A REFUND OF THE MONEY ACTUALLY PAID BY YOU FOR THE SERVICE(S) THAT ARE THE BASIS OF THE CLAIM. HCS’S MAXIMUM TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT WITH RESPECT TO THE SERVICES IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES PERFORMED BY HCS WHICH ARE THE BASIS OF THE CLAIM. HCS’S MAXIMUM TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT WITH RESPECT TO DAMAGE TO YOUR EQUIPMENT CAUSED BY HCS IS LIMITED TO THE DEPRECIATED VALUE OF THE EQUIPMENT IN ITS CURRENT AGE AND STATE WHEN HCS TAKES POSSESSION. HCS IS NOT LIABLE FOR ANY PRE-EXISTING DEFECTS IN THE EQUIPMENT.**

**SOME STATES DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**

This Agreement is governed by the laws of the state of Virginia, where the Services are performed. This Agreement constitutes the entire agreement between HCS and you for the Services and, if applicable, any activity involving equipment. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.