

SERVICE AGREEMENT TERMS AND CONDITIONS

TELEPHONE & REMOTE SUPPORT

(a) Services: Computer House LLC will attempt problem diagnosis and a solution over the telephone for an applicable fee. In certain cases, however, problem diagnosis and support may not be completed because of a problem with your computer or its configuration that is beyond our control.

(b) User Responsibility: You understand and agree that prior to contacting or allowing Computer House LLC to perform diagnostic repair on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives. You acknowledge and agree that Computer House LLC shall not be responsible under any circumstance for any loss or corruption of data and/or software.

ON-SITE SERVICE

(a) Scheduling: Standard service hours are Monday-Friday, 9 AM – 5 PM, excluding holidays. Additional charges may apply for EMERGENCY rapid response services or service outside of standard installation hours. IF THE TECHNICIAN ARRIVES WITHIN THE DESIGNATED TIME FOR THE SCHEDULED SERVICE AND THERE IS NO ONE PRESENT AT YOUR LOCATION, COMPUTER HOUSE LLC WILL CHARGE A \$95.00 + TAX CANCELLATION FEE.

(b) Service Jurisdiction: Computer House LLC travel fees are included in our on-site service rate of \$95.00 / hour. Our fee starts from when we leave our office in Galloway, NJ to when we complete the service at your location. This includes one way travel fees.

(c) An Adult Must Be Present At Residences or Business: For on-site services, a person of at least 18 years of age must be present during the entire time period services are provided. IF THE COMPUTER HOUSE TECHNICIAN ARRIVES AT THE SCHEDULED SERVICE TIME AND NO ADULT IS PRESENT, SERVICES MAY BE DENIED AND A \$95.00 + TAX CANCELLATION CHARGE WILL BE ASSESSED.

(d) Backup Your Software and Data: IT IS THE CUSTOMERS/END-USERS RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA THAT IS STORED ON YOUR COMPUTER'S HARD DISK DRIVE(S) AND/OR ON ANY OTHER STORAGE DEVICES YOU MAY HAVE PRIOR TO THE ARRIVAL OF THE COMPUTER HOUSE LLC TECHNICIAN TO YOUR HOME OR BUSINESS. COMPUTER HOUSE LLC AND/OR ITS THIRD PARTY SERVICE PROVIDER SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION OR CORRUPTION OF ANY SOFTWARE, DATA OR FILES.

(e) Minimum System Requirements (For Wireless Home Networking Only): All computers to be networked must have a minimum of 100MB of hard disk space and 256MB of RAM. Password(s) for operating systems(s) and/or ISP must be available at the time of service. Microsoft Windows 98 SE operating system or greater. Operating System disc and Key Code must be available at the time of service. All computers and/or peripherals to be networked must be in good working order and Spyware and Virus free. Computer House LLC technician will do there best to clean any viruses or spyware that may impede the ability to network the computers

(f) Access: The Computer House LLC technician must receive full access to the computer(s) and/or peripheral(s) to be serviced, access to your residence, your consent and cooperation to enter your residence or business, and a safe working environment, working space and electrical power. IF THE COMPUTER HOUSE LLC TECHNICIAN ARRIVES AT THE SCHEDULED SERVICE TIME AND DETERMINES THAT HE/SHE DOES NOT REASONABLY HAVE THE ACCESS, COOPERATION, OR SAFE WORKING AREA DESCRIBED IN THE PREVIOUS SENTENCE, THEN SERVICES MAY BE DENIED AND A \$95 PLUS TAX CANCELLATION CHARGE WILL BE ASSESSED.

TERMS APPLICABLE TO PAY FOR SUPPORT AND ON-SITE SERVICES:

ADWARE, SPYWARE, MALWARE AND VIRUS INFECTION:

COMPUTER HOUSE LLC EMPLOYS THE LATEST UTILITIES AND REMOVAL TECHNIQUES FOR CLEANING ADWARE, SPYWARE, VIRUSES AND OTHER MALICIOUS CODE THAT MIGHT BE INFECTING A COMPUTER. BECAUSE SOME OF THIS CODE CAN CORRUPT AN OPERATING SYSTEM AND NOT BE REMOVED IN A TIMELY FASHION, IT MAY BE NECESSARY TO REFORMAT THE COMPUTER AND REINSTALL EVERYTHING FROM SCRATCH. COMPUTER HOUSE LLC WILL CONTACT THE CUSTOMER PRIOR TO TAKING SUCH ACTION. BECAUSE OF THE EASE OF INFECTION FROM THE INTERNET, THE PERSONAL SURFING HABITS OF CUSTOMERS AND THE DAILY CHANGING OF HOW SPYWARE AND VIRUSES INFECT COMPUTERS, COMPUTER HOUSE LLC DOES NOT WARRANT OR GUARANTEE THAT YOUR COMPUTER WILL REMAIN FREE OF INFECTION ONCE IT LEAVES OUR BUILDING. IF YOUR COMPUTER BECOME REINFECTED, OUR NORMAL SERVICE RATES APPLY TO CLEANING THE SYSTEM.

LIMITATIONS TO SERVICE: COMPUTER HOUSE LLC AND/OR ITS THIRD PARTY SERVICE PROVIDER RESERVES THE RIGHT TO REFRAIN FROM PROVIDING ANY OR ALL SERVICES ORDERED AND INSTEAD REFUND THE CUSTOMER'S PAYMENT, WHOLLY OR IN PART, ON THE BASIS THAT THE MINIMUM SYSTEM REQUIREMENTS ARE NOT MET OR THE TECHNICAL NEEDS (INCLUDING WIRING OR OVERCOMING PHYSICAL OR TECHNICAL BARRIERS) OR OTHER REQUIREMENTS OF THE CUSTOMER ARE UNUSUAL OR EXTENSIVE AND BEYOND THE SCOPE OF THIS SERVICE AGREEMENT AS REASONABLY DETERMINED BY COMPUTER HOUSE LLC AND/OR ITS THIRD PARTY SERVICE PROVIDER.

FORCE MAJEURE: If Computer House LLC and/or its third party service provider's ability to render services is impaired by you or circumstances beyond the control of Computer House LLC and/or its third party service provider, Computer House LLC and/or its third party service provider may choose not to provide services.

LIMITATION OF REMEDY: UNDER NO CIRCUMSTANCES SHALL COMPUTER HOUSE LLC AND/OR ITS THIRD PARTY SERVICE PROVIDER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES COSTS, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF, OR RELATED TO, THE SERVICES PROVIDED BY COMPUTER HOUSE LLC AND/OR ITS THIRD PARTY SERVICE PROVIDER OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE YOUR COMPUTER EQUIPMENT, HARDWARE, PERIPHERALS, OR THE NETWORK RESULTING FROM THE SERVICES PROVIDED HEREUNDER.

RELEASE OF LIABILITY: BY SIGNING THE WORK ORDER PROVIDED AT THE TIME THE SERVICES ARE RENDERED, YOU AFFIRMATIVELY RELEASE AND HOLD HARMLESS COMPUTER HOUSE LLC AND/OR ITS THIRD PARTY SERVICE PROVIDER FROM AND AGAINST ANY LOSS, LIABILITY, OR DAMAGE THAT YOU OR THE OWNER OR LESSEE MAY SUFFER, INCLUDING BUT NOT LIMITED TO ANY LOSS OF ANY DATA AND THE NON-FUNCTIONING OF ANY COMPONENT OR ELEMENT OF YOUR COMPUTER EQUIPMENT OR PERIPHERALS RESULTING FROM COMPUTER HOUSE AND/OR ITS THIRD PARTY SERVICE PROVIDER'S AGENTS, PARTNERS AND/OR THIRD PARTY SERVICE PROVIDERS, REGARDLESS OF THE WARRANTIES, DISCLAIMERS AND WAIVERS PARTICULAR SERVICE AND SHALL CONSTITUTE LIQUIDATED DAMAGES AND ARE A REASONABLE ESTIMATE OF DAMAGES TO YOU.

CHANGES, CANCELLATIONS AND REFUNDS

To change your order you must contact Computer House service department at 1 609 652-3222.

You may cancel your order if you give Computer House at least 4 hours notice prior to the scheduled performance of services. Cancellations must be completed by calling 1 609 652-3222. The deposit amount will be fully refunded in the manner the purchase was paid by.