



## Exclusive Consulting, Inc. - Terms of Service

### **PROVIDED SERVICES**

a) Any and all services provided by Exclusive Consulting, its affiliated companies, vendors, representatives, associates, and officers are provided on a case by case basis only. Any and all services provided are provided as-is without any representation of warranty, guarantees, or any and all other commitments to service unless agreed upon in writing. At any time, and at the sole discretion of Exclusive Consulting, services may be terminated or offered at a different rate.

### **FEES**

a) Exclusive Consulting has 3 distinct service rates. We charge \$20.00 per half hour to residential clients, \$30.00 per half hour to business clients, and \$50.00 per half hour to VIP clients. A one hour minimum is charged for all non-VIP appointments regardless of the time the consultant is actually performing service. We charge for all services including diagnostics, estimates, training, drop-off, pick-up, and any and all other services that may require assistance from a consultant. On a case by case basis, at our discretion, we may waive certain fees. On-site time starts from the moment the consultant pulls into the community of the client. Remote service is defined as any service performed that requires or is requested to have the consultant remote connect in to the computer or computer system to determine a diagnostic, solution, training, or any other related service requiring or requested by the client for the consultant to remote connect. We offer 24 hours a day, 7 days a week, free tech support for basic issues over the phone and via email. This service is offered as a courtesy only, and will not always be available, or applicable. Some issues that have too many variables involved will not be able to be fixed over the phone, or remotely, and will require an on-site appointment be scheduled.

### **VIP Clients**

- a) VIP Clients are not charged an annual fee to belong to our VIP Program.
- b) VIP Clients have access to our services and our team 24 hours a day, 7 days a week, upon availability, and are provided guaranteed response times (as posted on our website).
- c) VIP Clients are charged \$50.00 per half hour with a half hour minimum for all appointments. They are afforded 5 hour maximums for most projects and 3 hour maximums for most remote appointments.

### **Annual Maintenance Plans**

a) Clients who sign up for an Annual Maintenance plan pay \$99/PC and \$199/Server and receive complimentary quarterly remote maintenance (up to 5 hours per computer) performed on a schedule our company sets. The schedule is available on our website and is posted more than a year in advanced. Each computer that is registered on the plan will receive maintenance. Maintenance is limited to work required to maintain the PC only and any additional "special requests" from the client may be charged at our regular hourly rate.

### **Repair Warranties**

- a) There are no warranties for services that involve software issues, or virus/malware infections. Upon the completion of the repair the consultant will demonstrate to the customer that the problem has been fixed. Any subsequent calls regarding software and/or virus/malware related problems will be charged as a new service call or will be added to the original invoice as additional labor.
- b) Repair work involving hardware carries a 60 day warranty from Exclusive Consulting. Furthermore, the individual hardware components carry their own warranty from the manufacturer and will be replaced or fixed by Exclusive Consulting should they fail to operate properly in the first 60 days. If outside of the first 60 days, the client will need to pay the regular hourly rate to diagnose the problem, and choose whether or not to continue with repairs. If client continues with repair through our company, the client will be charged for this at the regular hourly rate.
- c) In the event that our consultant is not able to determine what the problem is during the visit there will be no fees

associated with the service call. This provision does not include the instances where the consultant knows what the problem is but cannot repair it onsite during the initial service call due to special hardware requirements or special technical diagnostics and requires a follow up visit or that the PC be taken to one of our many non-public repair locations.

### **Scope of Support**

a) In the event that a consultant makes a house call but the problem cannot be resolved because the issue is outside the scope of our support and needs to be handled by the computer manufacturer, an outside vendor, or another provider a service call fee is still required at the minimum of \$42.40 and charged at the regular hourly rate. The onsite consultant will attempt to contact the company/vendor/person who will handle and/or escalate the issue. This provision includes but is not limited to (i) dealing with Internet Connection problems where it is determined that the cause of the problem is not the computer but a networking component supported by the internet service provider, (ii) licensed software or hardware issues that must be handled by the computer or product manufacturer if the product is under warranty, (iii) any other 3rd party specialized software/hardware not listed above.

### **Scheduling**

a) Exclusive Consulting's on-site service is available 24 hours a day, 7 days a week. Appointments are available on a first come, first serve basis, with emergency appointments taking precedents. Even with our availability being 24 hours a day, 7 days a week, we can't always guarantee that an appointment will be available. For safety reasons, we do not service all areas 24 hours a day and will work with new clients on a case by case basis. Clients, who require an appointment to be cancelled, must do so within 24 hours of their scheduled time or will be charged the on-site minimum of \$42.40. It is the client's responsibility to have an adult at least 18 years of age to be present during all times. Any appointments set where we are unable to contact the client, or an adult is not present, will be cancelled and charged a minimum on-site fee of \$42.40. All appointments are set at the sole discretion of Exclusive Consulting.

### **Payments, Returns, Refunds**

- a) All payments are expected to be collected at the end of the service call. Upon completing the repairs the consultants will explain to the customer what has been done and demonstrate that the problem described by the customer prior to the start of the repairs has been fixed. The consultant will calculate the total amount due based on the hourly fee or a fixed repair rate (if applicable).
- b) Credit/debit cards bearing the Visa/MasterCard/Discover/American Express logo are the only forms of payment accepted. All active accounts must have a valid credit/debit card on file. By accepting our services under these terms, account holders agree to allow Exclusive Consulting to automatically charge the form of payment on their account after the service has been completed with an electronically submitted invoice marked as paid being sent to the account holder's email address within five business days detailing the scope of work performed and the charges assessed.
- c) If the computer cannot be repaired onsite and requires that the consultant make a follow up visit or take the computer with him/her the customer is expected to make the payment for the initial house visit as calculated by the consultant.
- d) If a consultant discovers an un-foreseen computer problem which requires additional cost to fix and the customer declines the repairs, the payment for the service call is expected as calculated by the consultant using the hourly fee rate, with a minimum of one hour.
- e) Refunds will be issued in the form of a check, mailed within 10 days of the discovery a refund is required.
- f) All returns are subject to a 30% restocking fee. Returns are only accepted within 14 days of purchase. No returns are accepted on discounted/clearance items or special orders. No returns are accepted on insurance plans, warranties, or pre-paid services.
- g) All business accounts are held personally liable with the business contact agent and/or business owner unless otherwise agreed upon.

### **Limitation On Liability**

IN NO EVENT SHALL EXCLUSIVE CONSULTING AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF MATERIALS, EVEN IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORESEEN BY EXCLUSIVE CONSULTING.

### **Backing up Data**

IT IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE EQUIPMENT TO BACK UP ALL SOFTWARE AND

DATA THAT IS STORED ON ANY COMPUTER'S HARD DISK DRIVE(S) AND/OR ON ANY OTHER STORAGE DEVICES, PRIOR TO SERVICE PERFORMED ON EQUIPMENT. EXCLUSIVE CONSULTING, INC 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.

**I agree to accept all products and services under the guidelines outlined in the above service contract.**

**Business Name (if applicable):** \_\_\_\_\_

**Client Name (or acting manager for business accounts):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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