

DOCTOR COMPUTER TERMS OF SERVICE

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

This Doctor Computer General Terms of Service ("Service Terms") is provided to you ("Customer") in connection with the computer support service that Doctor Computer ("Doctor Computer") provides to the Customer (the "Service"). These terms and conditions, combined with the invoice provided to the Customer for the products and Services, comprise the entire agreement between Customer and Doctor Computer with respect to the Service.

MODIFICATIONS TO TERMS OF SERVICE AND SERVICE

Doctor Computer may change the terms and conditions of the Service from time to time. Upon any such change, Doctor Computer will notify the Customer by posting the changes to its website www.drcomputer.com. Doctor Computer reserves the right to modify or discontinue the Service with or without notice to Customer. Doctor Computer shall not be liable to Customer or any third party should Doctor Computer exercise its right to modify or discontinue the Service. Customer's use of the Service constitutes an affirmative agreement by Customer to abide and be bound by these Terms of Service and its modifications.

PAYMENT

Customer agrees to pay the charges applicable to products and Services that are provided by Doctor Computer and are listed on the invoice, as well as any applicable taxes and other charges including but not limited to minimum service fees, no-show fees, late cancellation fees and set-up fees. Customer also agrees to pay additional charges or fees applied to your billing account, including but not limited to, for charges due to insufficient credit or insufficient funds. In the event that the Customer refuses Service to repair your system based on the estimated total cost for repair, or any other reason, the Customer is still responsible for the minimum service call fee.

Customer agrees that they are financially responsible for the total amount on the invoice for the services and products provided by Doctor Computer. In the event that the Customer fails to pay the invoice within 7 days of the Service, Customer agrees to be liable for any and all costs of collection, including, but not limited to an additional 20.0% fee. In addition, if the Customer fails to pay the amount invoiced per the above terms Customer will be responsible for paying any Doctor Computer's attorney's fees plus court costs and late fees up to 1.5% a month of any outstanding balances on open invoices or assessed fees. If the Customer fails to pay the entire invoice for products received and related services for the installation of those products provided by Doctor Computer or fees related to invoice collection, The Customer agrees that Doctor Computer can repossess the equipment and that the Customer will hold Doctor Computer harmless for any data or programs lost or any business interruption due to the repossession of the equipment.

CUSTOMER RESPONSIBILITIES

The 1 hour service window that is provided to the Customer when the service call is scheduled is to provide our technician with flexibility to make your appointment while accounting for delays due to traffic and longer than expected earlier service calls. It is the Customer's responsibility to be at the service location during the entire service window. If the technician needs to wait for the Customer to arrive at your home or business during the service window the Customer may, at Doctor Computer's sole discretion, be responsible for fees for time spent waiting. It is the Customer's responsibility to have someone at least 18 years of age that is familiar with the computing issue at the service location during the entire service call. At the end of the service call the technician will review with the Customer the work done and confirm that the relevant systems, programs etc. are working properly. The Limited Service Warranty (see

below) will be voided if, at the end of the service call, the Customer (or a representative of the Customer) is not available for the technician to verify the work that was done and that the problems are resolved.

CUSTOMER'S RESPONSIBILITY TO BACK-UP DATA

Customer agrees that prior to Doctor Computer servicing any Customer equipment and after the Doctor Computer service call it is the Customer's responsibility to back-up the data, software, information or other files stored on Customer's computer disk drives, peripheral and/or on any other electronic storage devices. Customer agrees that whether or not Customer requests back-up services from Doctor Computer and/or its third party service provider, neither Doctor Computer nor its third party service provider shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files or other media or any business disruption caused by loss of data.

CANCELLATION OF SERVICE

In connection with Services to be performed on-site, if the Customer does not contact Doctor Computer a minimum of 24 hours prior to your appointment for such Services to cancel or otherwise reschedule such appointment, the Customer can be charged, at our sole discretion, a cancellation fee equal to \$95. Same-day appointments that are canceled will also be subject to cancellation fees.

INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless Doctor Computer (and its affiliates and their respective officers, directors, employees and agents) from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses, (including but not limited to cost of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including, but not limited to, damage or destruction to property, which are asserted against, incurred, imposed upon or suffered by Doctor Computer by reason of, or arising from: (a) Customer's breach of this Agreement; (b) Customer's actual or alleged failure to promptly pay sums due Doctor Computer or third parties; or (c) the acts or omissions of Customer (or its officers, directors, employees or agents).

LIMITED WARRANTY

For on-site service and remote service from Doctor Computer, the following warranty for Service applies: if the Customer experiences a problem with the resolution we provided due to our error or omission and you call Doctor Computer within five (5) days after the day you originally received the Service, we will use commercially reasonable efforts to try to resolve your problem at no additional charge to the Customer; first via a remote service call where Doctor Computer will remotely connect to your PC, or, by a follow-up on-site service call, if Doctor Computer, at its sole discretion, determines that an on-site call is necessary. If the problem that the Customer experiences in this warranty period is the result of a virus or malware/spyware then follow-up service may be billable if the issue is determined by Doctor Computer to be reintroduced to the machine after the service call or if the problem is beyond the scope of the initial service call. Doctor Computer does not warrant that all issues will be resolved to the Customer's satisfaction; the Services may not be successful because the problem may be beyond our ability to resolve, or the problem may be uneconomical to completely resolve for the Customer. Doctor Computer does not warranty the third party hardware and software that is sold. If the Customer receives a defective product they can return it to Doctor Computer within 15 days for a refund or replacement if all of the original packaging is returned. After 15 days any warranty claims would be directly with the third party manufacturer.

Why Settle For a Geek, When You Can Have a Doctor?



DISCLAIMER OF WARRANTIES

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DOCTOR COMPUTER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND EXCEPT FOR LIMITED WARRANTIES DETAILED ABOVE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DOCTOR COMPUTER MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DOES DOCTOR COMPUTER 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. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO EACH CUSTOMER. IT IS THE RESPONSIBILITY OF CUSTOMER TO BACK-UP ALL DATA ON COMPUTERS AND OTHER DEVICES; DOCTOR COMPUTER WILL NOT BE HELD LIABLE FOR LOSS OF ANY CUSTOMER DATA. DOCTOR COMPUTER DOES NOT PROVIDE A WARRANTY ON ANY HARDWARE OR SOFTWARE THAT IT SELLS; ANY WARRANTY WOULD BE PROVIDED DIRECTLY FROM THE HARDWARE OR SOFTWARE VENDOR.

LIMITATION OF LIABILITY

DOCTOR COMPUTER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF DOCTOR COMPUTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO EACH CUSTOMER. THE CUSTOMER ACKNOWLEDGES THAT SPYWARE, MALWARE AND VIRUSES ON INFECTED PC'S MAY RESULT IN ISSUES THAT ARE NOT ECONOMICAL FOR DOCTOR COMPUTER TO RESOLVE, IN SUCH CASES THE CUSTOMER AGREES THAT DOCTOR COMPUTER IS NOT LIABLE FOR THE STATE OF THE MACHINE EVEN IF IT IS IN AN UNUSABLE CONDITION AND THE CUSTOMER AGREES TO PAY FOR SERVICES ALREADY RENDERED OR THE MINIMUM FEE, WHICHEVER IS APPLICABLE.

TERMINATION

DOCTOR COMPUTER RESERVES THE RIGHT TO CEASE PROVIDING THE SERVICES FOR ANY REASON AT ANY TIME AND INSTEAD, AS YOUR SOLE AND EXCLUSIVE REMEDY, REFUND ANY PRE-PAID, UNUSED FEES PAID BY YOU FOR THE APPLICABLE SERVICES. IF YOU BREACH THE TERMS, NO REFUND WILL BE PROVIDED. OTHER THAN PROVIDING A REFUND WHEN WE TERMINATE FOR OUR CONVENIENCE, DOCTOR COMPUTER WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR TERMINATION OF THE SERVICES FOR ANY REASON. IF YOU TERMINATE THE SERVICES THAN YOU AGREE TO BE RESPONSIBLE FOR ANY FEES RELATED TO SERVICES ALREADY PROVIDED OR FOR THE MINIMUM SERVICE CALL FEE IF THE TECHNICIAN HAS BEEN ON-SITE.

PRIVACY POLICY

It is Doctor Computer's policy to respect the privacy of its Customers. For information on our privacy practices, please review our privacy policy at www.drcomputer.com.

LAWS

The Service Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law provisions. If any provision of the Service Terms is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Customer and Doctor Computer agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

Agreed By: _____
Name: _____
Company: _____
Date: _____

Last Revised - February 21, 2014