



613-967-9648 ▪ service@call-a-geek.com

Call-A-Geek Terms and Conditions

I request **Interserva Inc o/a Call-A-Geek** (hereafter referred to as Call-A-Geek) to perform technical work on my computer(s) as and when I direct from time to time and agree to pay **\$80.00/hour**, plus applicable taxes, per technician for time spent on my behalf:

- at my location(s)
- travelling to and from my location(s)
- via remote connection, if a flat-rate procedure doesn't exist or apply
- in your shop, if a flat-rate procedure doesn't exist or apply

unless otherwise agreed in writing. Time will be billed to the nearest minute. Minimum billing is \$80.00 plus tax.

I understand that Call-A-Geek will endeavor to conduct all activities in a timely manner, but that every device, its configuration, its condition and its environment is different. There is no way for Call-A-Geek to be certain if any given task can be done nor the time it will take, until it is actually attempted. I further understand and agree that Call-A-Geek are, experienced professionals and will give 100% of their experience and effort to my issue (and to estimating the cost and time required, if asked). However, under no circumstances is any time/cost estimate a guarantee. It is my responsibility to tell my Call-A-Geek technician if I wish them to stop or to not go over a certain time or cost limit. I understand that at any time I can end the service call, and only charges up to that point are due. **I understand that I am responsible for all charges for time spent on my behalf regardless of the outcome.**

I further acknowledge and accept in full the Terms and Conditions set out below and on the reverse hereof.

I also certify that I will indemnify and hold harmless Call-A-Geek for any and all data or software that may be lost or erased, as well as for any consequence of the erasure or loss of that data or software. Although Call-A-Geek will take every precaution to preserve all data and software on the computer, I acknowledge that occasionally data loss will occur and/or software operation may be compromised.

I further agree to indemnify and hold harmless Call-A-Geek for any and all hardware or software malfunctions or accidents that may occur before, during or after work is performed on Client's computer, and for any results thereof.

Terms and Conditions

Definitions: "Call-A-Geek," "we," "us" and "our" mean Interserva Inc. "You" and "your" mean the person whose authorizing signature appears above on our Work Order, and/or the person who provides us access to your computer or enables a Remote Support session. "Computer" includes computers and other electronic devices such as, but not limited to, phones, tablets, game consoles, navigation devices, home theater components, TVs, their component parts and associated items such as internal and external hard drives, storage media and peripherals. "Malware" includes, but is not limited to, computer viruses (including worms and trojan horses), ransomware, spyware, adware, scareware, rogues, rootkits and other malicious programs.

Remote Support: Our attempt to repair your computer may make it unbootable or unusable. If it does, an on-site visit or delivery of your computer to us might be necessary for us to complete the repair. This will be billed at our normal rate and is an additional fee.

Ownership and Authority: You affirm that you are the owner of the items submitted for service, or are otherwise duly authorized to make decisions regarding the servicing of that equipment. You authorize us to install and uninstall software and to accept end-user license agreements on your behalf when necessary to perform our services. Customer represents and warrants that all software, files, programs and data on the equipment is Customer's property and has been acquired lawfully. Call-A-Geek will not install or crack any pirated software. Program installation, including Windows, will require a valid product key in order to install. If the customer does not have a valid key, the customer will be required to purchase one, at customer's expense, before Call-A-Geek will install it.

Data Backup: It is your responsibility to back up your data before submitting your computer for service. Upon request and for a fee we may back up your data for you but factors beyond our control make it impossible for us to guarantee the integrity or completeness of backups that we make. We are not responsible for damaged, incomplete or missing files, or for the retention of backup files.

Data Loss & Recovery: We make every effort to maintain the integrity of your computer files. However, we are not responsible for any loss of data that may occur, however caused. You acknowledge that our data recovery attempt may not succeed and may even hinder, preclude or increase the cost of data recovery by others.

Cost of Repair: Our base rates are stated herein and other prices are posted on our website: www.Call-A-Geek.com. Pricing estimates are valid for

seven days. Should the estimate need to be revised, we will obtain your approval before making the repair. The cost of parts is non-refundable once parts are installed. HST will be added to all prices and fees.

Payment: Payment is due at the time of service unless prior arrangements have been made with management. Payment can be made by Cash, Cheque (dated for day of service), VISA or MasterCard. A receipt will be emailed to your address on file with us. An invoice can be printed for you at your location on your devices if requested, or mailed, if requested. A deposit may be required before parts are ordered or service is provided. Net 30 accounts are available to business where necessary but must be pre-approved. A \$40 fee will be charged for returned cheques and a late fee of 2% per month will be charge on balances outstanding more than 15 days.

Return and Refunds: Our time spent on your behalf cannot be returned to us, therefore our charges for time are rarely refunded and any such refunds must be authorized by Call-A-Geek. Parts/merchandise obtained for you may be returned/refunded pursuant to the return/refund policy of the supplier but time and effort on our part to do so is billable at our normal rate.

Limited Warranty – hardware repairs: We warrant all work directly related to repairing a hardware problem you described when you authorized the repair for a period of thirty days on labour. Parts are warranted by the manufacturer. This limited warranty applies to labour costs only and will not cover any software or data corruption or errors, travel time, or repairs of damage caused by liquid spills or physical impacts. Remedy is limited to repair of the problem again or refund of the amount paid, at our discretion. No remedy exists if correction attempts are first done by you or any party other than Call-A-Geek. Once our work has been completed, hardware tampering and hardware and software upgrades and changes or adjustments performed by you or by a third party will void our limited warranty. Any warranty that may be provided/purchased is for hardware ONLY. It does not include our time.

Limited Warranty – non-hardware issues: We have a 7 day guarantee of our professional service specific to the issue upon which we worked and it applies to the instance of an issue upon which we worked. (e.g. if we re-establish a wireless network connection and it fails again, the subsequent failure is a new issue and will be billable). We recommend you call right away if you see a problem return. Call-A-Geek is not responsible for any future issues not directly related to the completed work. No remedy exists if correction attempts are first done by you or any party other than Call-A-Geek. Virus and other malware removal are not warranted because re-infection and new infections are beyond our control. Once our work has been completed, hardware tampering and hardware and software upgrades and changes or adjustments performed by you or by a third party will void our limited warranty.

Limited Warranty – Malware removal: Virus and other malware removal are not warranted because re-infection and new infections are beyond our control.

Manufacturer Warranties: Parts are warranted by the manufacturer. Warranty for parts and merchandise obtained on your behalf are as offered by the individual supplier. Any time and materials spent by us testing, replacing or returning such items are billable. Our work on your computer may void the manufacturer's warranty. You are solely responsible for knowing and understanding what, if anything, is covered by any warranties on your computer before authorizing us to work on it. You are responsible for dealing with the original manufacturer on hardware warranties, returns and service on parts we install once our limited warranty has expired. We may assist you in this process at our choosing.

Liability: Our liability for damage to your computer is limited to any damage that is caused by our negligent acts or negligent omissions as determined by us and is limited to the total price of the repairs performed by us. Software upgrades and removal of viruses and other malware may damage software and/or data installed on your computer and may require the re-installation of your operating system, programs and data for an additional fee at our normal rates.

Call-A-Geek is not responsible for any software, files, programs, or data on any equipment received from Customer, including any damage or loss of same while said equipment is in Call-A-Geek's possession. In no case shall Call-A-Geek be responsible for any consequential damages, special damages, loss of use or economic loss experienced by Customer.

Abandoned Property: If you are contacted regarding the completion of our services or regarding a decision on a pricing revision or ordering parts for your computer and you do not respond within sixty days, your property will be considered abandoned and may be sold, dismantled or otherwise disposed of by us without liability or compensation to you.

Privacy: Call-A-Geek may use tools and techniques which glean information including passwords from your computer. This information will not be store unless requested by you. This information will not be used for any purpose other than performing tasks necessary to complete your work order. We acknowledge that we may, while troubleshooting, testing or maintaining, see confidential information on your machine and agree to keep this confidential. We take security measures to preserve and protect your privacy and will open, view and search your files only when necessary to perform our services. Call-A-Geek acknowledge your confidential data, pictures, music and will not retain copies of those unless requested by you. However, should we find evidence of criminal activity or child pornography, we will report it to the authorities.

Effect: These Terms and Conditions were revised July 8, 2014, and shall apply to all future repairs we make to your computers and/or devices unless superseded by our mutual agreement to new Terms and Conditions.

Acceptance: To accept this Work Order and the Terms and Conditions herein, sign below. If you have any issue with any of the above please bring it to our attention before signing.

Customer's signature constitutes acknowledgement and acceptance of the terms set out above.