

# **CONFIDENTIAL SOLUTIONS GENERAL TERMS OF SERVICE**

**Revision Date 01.19.2010**

## **PRIVACY**

We do not collect information of any kind from you without your expressed consent. All collected information is stored in a secured format following best practices for hardcopy and digital data.

## **LEGAL NOTICE**

**IMPORTANT NOTICE:** These terms of service apply to services delivered by Confidential Solutions (a sole-proprietorship owned by Jeff Pierson).

All terms and conditions contained herein will be enforced in The State of Idaho.

## **WEBSITE DISCLAIMER**

We provide our website and its contents on an "AS IS" basis and make no warranty or representation regarding any product or service, either express or implied, including the warranties of merchantability, fitness for a particular purpose, and non-infringement, which are hereby expressly disclaimed, unless otherwise stated herein.

## **ERRORS ON & CHANGES TO OUR WEBSITE**

Despite our efforts to ensure that the information on our website is accurate, complete and current, there may be instances when information about an article of information or a service contains inaccurate or incomplete data, including data about the service's price or availability.

We make no warranty or guarantee that the information on our website is error-free, complete, or current.

We reserve the right to make changes, including pricing, and to correct errors and/or update the content on our website at any time without notice.

## **REMOTE TECHNICAL SUPPORT**

(a) **Services:** Confidential Solutions will attempt to diagnose and solve problems over the telephone or via remote access to your computer at our standard rate of \$50 per hour except as noted below under **REMOTE DIAGNOSTIC TERMS OF SERVICE**. In certain cases, however, this may not be possible because of problems with your computer or its configuration that are beyond our control.

(b) **User Responsibility:** You understand and agree that before Confidential Solutions performs any sort of work on your computer, it is your responsibility to back up the pictures, videos, word processing documents, spreadsheets, data, software, information, or other files stored on your computer disks and/or

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drives. You acknowledge and agree that Confidential Solutions shall not be responsible under any circumstance for any loss or corruption of data and/or software.

(c) For a fee, Confidential Solutions will attempt to backup data as requested by the equipment owner. this may not be possible because of problems with your computer or its configuration that are beyond our control

## **ONSITE SERVICE - RESIDENTIAL & COMMERCIAL**

1) Our standard rate for computer support service is \$65 per hour and state sales tax (if applicable). The length of your visit is measured from the time a Confidential Solutions technician arrives at your location to the time the Confidential Solutions Technician is ready to leave your premises. A minimum of one hour of service will be billed for all onsite calls. All services must be paid for at the time service is rendered by either credit card, check or cash.

2) A person at least 18 years of age must be present during the entire time period services are provided. If no adult is present when a Confidential Solutions arrives, services will not be performed and you will incur a \$50 cancellation charge. If an adult leaves during your appointment and there are no other adults present, all work be stopped and you will be charged for the work performed up to that time.

2) Software/Data Backup: It is your responsibility to back up all software and data on your computer's hard drive(s) and/or any other storage devices before Confidential Solutions begins to service your equipment. If you need a backup performed, it is your responsibility to inform Confidential Solutions of this prior to any work being started.

Confidential Solutions shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files.

### **3) Minimum System Requirements**

Confidential Solutions requires that all computer, laptops, and / servers meet the following minimum requirements.

- Windows 2000, Windows XP, Windows 2003, Windows 2008, Windows Vista, or Windows 7 must be running as the primary operating system. If your computer, laptop, or server does not meet this requirement, Confidential Solutions will not service the equipment.
- At least 2GB (2000 MB) free hard disk space and 512 MB RAM on each computer. If your computer does not meet these minimum requirements we will recommend upgrades and made charge an additional \$25 per hour to service the equipment.
- All security codes, login accounts and related passwords must be available.
- Operating system discs and activation codes should be available
- If you have dialup access, we will not perform services at your location.

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## 4) Access to your premises

Confidential Solutions must have 1) access to your residence or business and the computer(s) and/or peripheral(s) to be serviced, 2) your consent and cooperation to enter your residence or business, 3) a safe working environment and work space, and 4) electrical power.

If these conditions have not been met, we will not perform services at your location.

## **REMOTE SERVICE, ONSITE SERVICE & OTHER SERVICE LIMITATIONS**

Confidential Solutions reserves the right to refrain from providing any or all services ordered, wholly or in part at our sole discretion. Limitations of service may be imposed if minimum system requirements are not met or if technical conditions (such as wiring difficulties or physical barriers) or customer requirements are unusual, extensive, or beyond the scope of this service agreement as reasonably determined by Confidential Solutions.

**Force Majeure:** If Confidential Solutions' ability to render services is impaired by circumstances beyond our control we are within our rights not to provide services.

**Limitation of Remedy:** Under no circumstances shall Confidential Solutions, owner, agents, contractors and affiliates 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 Confidential Solutions however caused, whether for breach of contract, negligence, or otherwise, and whether or not we have been advised of the possibility of any such damages.

**Release of Liability:** By virtue of payment for our services as rendered, you agree to release and hold harmless Confidential Solutions, it's owner, agents and affiliates from and against any loss, liability, or damage that you, the owner / end user, or lessee may suffer.

This includes but is not limited to data loss or lack of function in any component or element of your computer system and/or peripherals as a result of Confidential Solutions employees, associates and contractors 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 cancel or change your appointment we ask that you please give us the courtesy of letting us know as far in advance as you can.

We reserve the right to charge a \$50 cancellation charge for cancellations made within 24 hours of your appointment.

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If you are not satisfied with the service(s) we provide please call us for resolution. We back all of our support services with a 30 day satisfaction guarantee. If there is a problem with the service we provided and you notify us within the allotted time period, we will make it right for no additional charge.

Please note that there are absolutely no refunds of any kind at any time for any reason for any of the services we perform.