

IMPORTANT NOTICE: These Terms of Service apply only to “remote services”, which means GeekITDown performs technology services for you via the Internet. Please note that different Terms of Service apply to services rendered by GeekITDown Technicians at outside locations (such as on site services at a client's home or business).
GeekITDown refers to a line of technology services.

Terms and Conditions

REMOTE SERVICES

1. **General Services:** GeekITDown will attempt to diagnosis your technology problem, provide an estimate of applicable service fees (plus applicable taxes), and then provide you with a technology solution over the telephone or via the Internet. 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.
2. **Remote Support Services:** Remote support services may be offered to you over the telephone or via the Internet if your PC was built within the last four years, you have a working cable or DSL high speed Internet connection, and your operating system is Microsoft Windows XP or newer. If you elect to receive remote support, then GeekITDown remotely logs on through your high-speed Internet connection to view your computer desktop. GeekITDown stays in contact with you to keep you fully briefed on every step of the process as your technology problem is resolved. Remote support may involve the installation of software on your computer that will allow GeekITDown to provide the remote support services. By electing to receive remote support, you agree to allow GeekITDown to use whatever tools deemed necessary to repair your computer, including remote access. You understand that if remote access is used on your computer there will be no residual software from the remote session except in cases where you request additional remote services or schedule remote services requiring unattended support; however, there may be a text file placed on your computer that will explain the work that was done on your computer. If such a text file is placed on your computer, you have the option to either save the file for future reference or to delete it from your computer.
3. **MINIMUM SYSTEM REQUIREMENTS**
 - a) Computer must have been built within the past four years
 - b) At least 1GB free hard disk space and 128 MB RAM on each computer
 - Available hard disk space is subjective based on type of service. For software services there must be enough hard disk space available to accommodate the software.
 - c) Operating system and/or ISP passwords must be available
 - d) Microsoft Windows XP operating system or later
 - e) Must have a working cable or DSL high speed internet connection
 - f) All computers and/or peripherals (hardware) must be in good working order
 - g) Broadband services, must be installed and operational before service, including modem connections.
4. **On Demand Software Services:** On Demand Software services may be offered to you by GeekITDown. If you elect to receive on demand software services, you are electing to purchase software downloads. In such event, GeekITDown will provide the necessary information for you to contact a third party who will provide you with information about the software and who will collect your payment information. GeekITDown provides the information, at your request; however, GeekITDown does not warrant or make any representation about the services or software provided by the

third party. Ask about the third party's privacy policy as it is different from the privacy policy that applies to GeekITDown's collection and use of your personal information. Also ask about the service and software warranty applicable to the software download you receive from the third party as that warranty differs from GeekITDown's service warranty.

5. Your Responsibility: You understand and agree that prior to contacting or allowing GeekITDown to perform diagnostic repair or other services 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 GeekITDown shall not be responsible under any circumstance for any loss or corruption of data and/or software.

SERVICE LIMITATIONS; LIABILITY

1. LIMITATIONS TO SERVICE: GEEKITDOWN RESERVES THE RIGHT TO REFRAIN FROM PROVIDING ANY OR ALL REQUESTED REMOTE SERVICES AND INSTEAD REFUND YOUR PAYMENT, WHOLLY OR IN PART, ON THE BASIS THAT YOUR TECHNICAL NEEDS OR OTHER REQUIREMENTS ARE UNUSUAL OR EXTENSIVE AND BEYOND THE SCOPE OF THIS SERVICE AGREEMENT AS REASONABLY DETERMINED BY GEEKITDOWN.
2. FORCE MAJEURE: If GeekITDown's ability to render remote services is impaired by you or circumstances beyond the control of GeekITDown, GeekITDown may choose not to provide or to discontinue remote services.
3. LIMITATION OF LIABILITY: To the extent permitted by law, you agree that GeekITDown's total liability for damages related to its remote services is limited to the total amount you pay for the remote services, and you release GeekITDown from liability for any indirect, incidental, special, or consequential damages. GEEKITDOWN IS NOT LIABLE FOR LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR FOR YOUR INABILITY TO USE YOUR COMPUTER EQUIPMENT OR OTHER PRODUCT.

SERVICE WARRANTY

If you are not satisfied with remote services received from GeekITDown, please call 1-352-366-1316 for resolution. We warrant our remote services for 5 days following the date you received remote service; however, for repairs necessitated by a virus or spyware, the service warranty is valid only if the anti-virus and anti-spyware protection for your product is installed or updated during the repair or promptly thereafter (i.e., before you connect again to the Internet). If there is a problem with the service provided by GeekITDown and if you notify us within the warranty period, we will work to remedy your problem quickly and at no additional cost.

CHANGES, CANCELLATIONS AND REFUNDS

Refunds will not be given after a service has been initiated unless GeekITDown determines that the service cannot be provided due to an error on the part of GeekITDown. Refunds will not be issued due to client error, connection failure or acts of god. In such cases GeekITDown will initiate another connection to the client prior to 12:00am of the following day in order to complete the service(s). It is the client's responsibility to contact GeekITDown with a convenient time to re-initiate the Remote Online Support Service connection. GeekITDown will make every effort to complete the service(s) in a timely fashion but cannot guarantee completion in cases of client delay or client connection issues. Cancellations will be accepted

at any time up to 30 minutes prior to the start of service. A cancellation fee of \$15 will be charged.