

# Custom Ingenuity

## 1. Disclaimer

1.1 Custom Ingenuity (herein referred to as “the provider”) will only perform and provide computer services, repairs, and upgrades as requested by the customer. The provider will conduct honest, reasonable, and considerate services. The goal is to provide the highest quality of service and support, but specific results cannot be guaranteed.

1.2 Computer service/repairs are provided as a service. There may be circumstances under which your computer can not be repaired. It may have to be rebuilt or upgraded.

(Examples: Age of PC, repair/replace obsolete parts)

1.3 The length of time required to service/repair your computer cannot be predicted. (See par. 2.1 below)

1.4 You authorize the technicians providing the service or repair to install anti-virus and other necessary software on your computer to provide required services. All software installed for this purpose will be removed upon completion of the service.

## 2. Billing Terms

2.1 Computer services/repairs are billed as stated on the service order provided. Charges will be calculated in one hour increments, and carry a minimum one hour charge.

2.2 An estimate of cost for work will be provided before performing computer services/repairs. Estimates are not guaranteed.

2.3 In the case that there is an unforeseen deviation, beyond the above estimated amount, every effort will be made to contact you and inform you of the situation and receive authorization to continue or stop at the estimate limit.

2.4 In the case that you cannot be reached, work will stop until contact is established. Once reached, your decision to continue or stop will be honored by the provider.

### 3. Payment Terms

3.1 Full payment is due upon purchase of services, upgrades, or repairs.

3.2 Computer parts, hardware, and/or software that are ordered or special ordered must be paid for in advance.

3.3 The provider accepts cash, PayPal, money order, and checks made out to Nicholas Antonian

3.4 A \$15 finance charge will be assessed every ten (10) days after the invoice date.

3.5 Returned checks will incur a \$25 returned check fee.

3.6 If computer is not picked up from the provider within thirty (30) days after the invoice date, after all attempts to contact you failed, the computer and any peripherals are considered abandoned and become the property of the provider.

### 4. Liability

4.1 Service(s) are provided in an effort to fix, upgrade, or otherwise repair the computer system(s) for which you request such service(s).

4.2 Your systems will not be internally harmed. The primary goal is to fix your computer, not damage it.

4.3 In the case of accidental damage of data to your system or data loss caused by already existing problems in your system such as viruses, incorrectly configured software, or hardware problems/failures, you agree not to hold the provider, its employees and subcontractors responsible for the accidental damage.

4.4 It is your responsibility to backup your data. The provider will not be responsible for data loss.

### 5. Support

5.1 Customer satisfaction is our utmost importance.

5.2 All services will be conducted in a professional, reasonable and timely manner. Also, taking into consideration the circumstances and nature of the technical problems.

5.3 Free service will be provided for fifteen (15) days after the invoice date for problems to

be resolved from the service order, but not resolved.

## 6. Repairs & Service Guarantee

6.1 All services and repairs are guaranteed for ten (10) days from the invoice date.

6.2 If later found that the service or repair was incorrectly diagnosed by the technician(s).

Then the provider will perform the repair/service free of any labor charge, up to one hundred dollars (\$100). New parts will be charged to the customer.

## 7. Estimates

7.1 Free Estimates. All repair/service estimates are free.

7.2 For the best approximate estimate, answer all questions to the best of your ability.

7.3 Estimates may change at any time.

## 8. Backup of Data

8.1 The customer is responsible for the backup of data on their computer.

8.2 Some fixed-rate services provided by the provider include data backup. These services include operating system installs.

8.3 At request of the customer, the provider will back up data for an additional fee.

8.4 The data backup process is an automated software that copies files to be backed up to one of the provider's file servers. Backed up files can be stored on these servers for up to six (6) months after the invoice date.

8.5 Windows and program files folders will not be backed up without a specific written request from the customer.

8.6 The provider will not be held responsible for files that are not backed up and lost.

8.7 The provider is in no way responsible for the content of the customer's files.