

TERMS & CONDITIONS

YOUR RESPONSIBILITY

You understand and agree that it is your responsibility to back-up the data, software, settings, information or other files stored on your information systems, computer disks and/or drives. You acknowledge and agree that TEK Computer Consulting, LLC shall not be responsible under any circumstance for any loss or corruption of data and/or software. When troubleshooting or repairing any kind of computer system, there is always a risk of data loss or corruption.

SERVICE WARRANTY

No warranty on parts or service unless otherwise specified.

SERVICE TERMS

CHARGES

Standard service hours are Monday - Friday 8 A.M. to 6 P.M., excluding holidays. You will be billed for service time, not services and/or jobs completed. See chart below for rates.

Service type	Standard Service Hours Rate	After Hours and Holiday Rate	Minimum On-site Support	Minimum Remote/Phone Support
Normal Hourly Client	\$95/hour	\$142.50/hour	1 hour / 15 minute increments after	15 minute increments
Managed Client for services not covered under SLA	\$80	\$120	1 hour / 15 minute increments after	15 minute increments
Managed Client for services covered under SLA	\$0	\$120	1 hour / 15 minute increments after	15 minute increments

PAYMENT

SLA Clients: Invoices will be emailed on the 15th of each month, net 15. Parts, including hardware and software are billed separately from service and are invoiced at the time of ordering, due upon delivery or net 15, whichever comes first. Payments can be mailed or paid on-line. Delinquent accounts will be charged a late fee of 2% of the total amount for each month overdue until paid in full.

Hourly Clients: Invoices will be emailed on the 1st and 15th of every month, due net 15. Parts, including hardware and software are billed separately from service and are invoiced at the time of ordering, due upon delivery or net 15, whichever comes first. Payments can be mailed or paid on-line. Delinquent accounts will be charged a late fee of 2% of the total amount for each month overdue until paid in full.

Residential Clients: Payment is required upon order, or upon completion depending on service type. We accept cash, check and credit card.

SERVICE JURISDICTION

TEK Computer Consulting, LLC serves the Salt Lake, Davis, Tooele and Utah County areas. Any Services outside the Salt Lake County area will have a travel fee equal to total miles times current federal mileage rate: \$0.58/mile

SERVICE AUTHORIZATION

For on-site services, TEK Computer Consulting, LLC 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 or work space, 4) electrical power, and 5) a person at least 18 years of age must be present during the entire time period services are provided. If the TEK Computer Consulting, LLC Agent determines that these conditions have not been met, services will be denied and a one hour service charge assessed.

SERVICE LIMITATIONS

TEK Computer Consulting, LLC reserves the right to refrain from providing any or all services for any reason, including but not limited to: technical conditions (such as wiring difficulties or physical barriers) or client requirements are unusual, extensive, or beyond the scope of these Terms & Conditions as reasonably determined by TEK Computer Consulting, LLC. In the event hardware that is dropped off for service is not picked up within 90 days of being dropped off or ordered, whether paid in full or not, TEK Computer Consulting, LLC reserves the right to delete all data and sell the hardware to recoup costs.

FORCE MAJEURE

If TEK Computer Consulting LLC's ability to render services is impaired by circumstances beyond the control of TEK Computer Consulting, LLC, TEK Computer Consulting, LLC may choose not to provide services.

LIMITATION OF REMEDY

Under no circumstances shall TEK Computer Consulting, LLC, its owners and employees 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 TEK Computer Consulting, LLC, or out of the installation, removal, use of, or inability to use your information systems, computer equipment, hardware, peripherals, or network as a result of the services provided hereunder.

LIMITATION OF LIABILITY & RELEASE

Neither TEK nor any of its officers, directors, managers, principals, stockholders, partners, members, employees, agents, representatives and Affiliates (each a "Related Party" and, collectively, the "Related Parties") shall be liable to the Client or any of its Affiliates for any loss, liability, damage or expense arising out of or in connection with the performance of any Services contemplated by this Agreement, unless such loss, liability, damage or expense shall be proven to be direct damages caused by the willful misconduct of such person. In no event will TEK or any of its Related Parties be liable to the Client for special, indirect, punitive or consequential damages, including, without limitation, loss of profits or lost business, even if TEK has been advised of the possibility of such damages. Under no circumstances will the liability of TEK and Related Parties exceed, in the aggregate, the fees actually paid to TEK here under.

PRIVACY POLICY

TEK Computer Consulting, LLC may collect personal information such as your name, mailing address, phone number, e-mail address, credit card number, and other billing information. When calling to make an appointment with TEK Computer Consulting, LLC, you may be asked to provide some or all of this personal information.

TEK Computer Consulting, LLC uses the information you provide to fulfill requests for service or information. In no way does TEK Computer Consulting, LLC sell or rent your personal information to third parties. The third parties with whom TEK Computer Consulting, LLC conducts business are only authorized to use your information to perform the service for which they were hired. As part of our agreement with them, they are required to follow the privacy guidelines given to them and to take reasonable measures to ensure your personal information is secure. Whether you receive services or purchase products from TEK Computer Consulting, LLC, use TEKUtah.com, have services performed at your location, or contact TEK Computer Consulting, LLC by phone, we take reasonable precautions to protect against the loss, misuse and unauthorized access of your personal information. This includes personal information that you provide to complete a purchase. We cannot ensure or warrant the security of any information you transmit by e-mail, and you do so at your own risk.

Please note that while TEK Computer Consulting, LLC is able to protect personal information that is provided during the course of business, we cannot take responsibility for data loss on the products or systems serviced. You must remove or back up this information to safeguard it.

TEK Computer Consulting, LLC uses remote access to diagnose and resolve system problems. This lets us access your computer to determine the problem and either repair it or provide advice on possible repair options. By taking advantage of this service, you give permission to TEK Computer Consulting, LLC to log into your computer, which may contain personal information. We will only search your computer to determine the cause of the problem and will attempt to minimize interaction with your data. It is your responsibility to ensure that all of your files, especially those containing personal information, are secure to prevent any type of data loss or corruption.

TEK Computer Consulting, LLC will not knowingly or intentionally collect personal information online from children under the age of 18. TEK Computer Consulting, LLC is committed to protecting the privacy of children.

Because TEK Computer Consulting, LLC will continue to implement new technologies and improve the services and features provided, this policy is subject to change. If there are changes or additions to this privacy policy, we will post them here or in other formats. If you have questions or concerns regarding your privacy, please contact us and we will work to address them, 801-477-5277 or support@tekutah.com

By using any of our services you agree to these Terms of Service.