

## Computer Repair Terms and Conditions Agreement.

**1- By Accepting service** - from A2GPC911.COM you are acknowledging that you have read and understand these terms and conditions and agree to all these terms below. YOU AGREE TO THESE REPAIR TERMS AND ALL APPLICABLE SERVICE AND DIAGNOTIC FEES.

- a) You have requested service from A2GPC911.COM, hereafter referred to as "Accessories TO GO" will diagnose and service your computer for an applicable fee as described in Paragraph 3 below.

**3- Services and Diagnostic Fee** - A2G will attempt to determine, diagnose and repair your computer via telephone for an applicable fee. Sometimes a successful repair is not possible due to problems with your computer or its configuration. In these situations we may be unable to complete the necessary services or resolve the problem to complete the repair of your computer and/or digital technology. In these cases A2G is not liable for incomplete repairs and applicable services and diagnostic fees will remain due to A2G.

**4- Payment** - Once service is complete, payment in full for the actual costs incurred and the final sum owed, is due upon completion. Should it be determined in the course of the performance of diagnostics that the problems on your computer are hardware based, A2G will notify you of same and you may take or send the hardware to a repair station of your choice or to A2G, for service on the hardware; diagnostic fees still apply as explained in Paragraph 3. No adequate estimate of that expense can be determined without actually testing the hardware.

**5-Transfer or Installation Services** - Unless otherwise agreed, A2G is not liable for and you agree to hold A2G and owner Mel Tallagsen, harmless from any and all damages, costs, and expenses incurred as the result of any defect or damage to any software or data residing or recorded in your computer, whether incurred during the course of A2G's services or otherwise. If service involves transferring information or installing software, you represent that you have the legal right to copy the information, to use the software and agree to the terms of the software license, and you authorize A2G to transfer the information and accept such terms on your behalf in performing the service.

**6-Warranty** - In servicing your computer, A2G warrants that service will be performed in a professional and timely manner. All services with the exception of virus removal, spyware, adware or malware are warranted for a period of 30 days "at the discretion of A2G" upon re checking computer in question.

- a) THIS WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL SERVICES PERFORMED FOR YOU BY A2G. A2G SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH ITEMS, INCLUDING,WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. IF A2G CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY ONLY.

**8-Limitation of Liability** - IF ANY DAMAGE SHOULD OCCUR WHILE YOUR COMPUTER OR SYSTEMS ARE BEING SERVICED, A2G HAS NO LIABILITY FOR THE COST OF REPAIR OF THE AFFECTED COMPUTER. A2G'S ENTIRE LIABILITY TO YOU FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE SERVICE OF YOUR COMPUTER, WHETHER DUE TO A2G'S ERROR OR NEGLIGENCE OR TO ANY OTHER REASON, IS LIMITED TO THE AMOUNTS THAT YOU PAY A2G FOR SUCH SERVICE. A2G HAS NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOST PROFITS OR REVENUE, OR ANY OTHER DAMAGES WHATSOEVER NOT OTHERWISE EXPRESSLY PERMITTED UNDER THIS AGREEMENT. A2G EXPRESSLY HAS NO LIABILITY FOR LOSS OF OR DAMAGE TO DATA OR SOFTWARE APPLICATIONS WHILE PERFORMING SERVICE. YOUR ONLY REMEDY UNDER THE REPAIR TERMS AND CONDITIONS IS TO SEEK RECOVERY OF DAMAGES AGAINST A2G IN AN AMOUNT NOT TO EXCEED WHAT YOU PAID A2G FOR THE SERVICE.

**9-Data Protection** - You agree and understand that it is your (the customer's) responsibility to maintain copies of ALL data on your computer, and to obtain such copies prior to authorizing A2G to commence its services for you.

**10-Disputes** - This agreement shall be construed under the laws of the State of Florida. In the event any dispute arises under this agreement or in any manner concerning the subject matter thereof, the parties agree that any such dispute shall be subject to binding arbitration only, and the parties expressly waive any and all rights they may have to otherwise proceed with such dispute resolution in a court of law.

- a) Any and all binding arbitration proceedings shall be undertaken as "fast track" proceedings and shall only be commenced in Hillsborough County, Florida. Each party shall bear its own costs and expenses of such proceedings, including any and all resulting attorney fees; provided, however, that the prevailing party in such proceedings may have the right to recover attorney fees against the opposing party if such fees are otherwise recoverable in disputes of that type under the laws of the State of Florida. This paragraph is intended to be and shall be construed as a forum selection clause, and the parties agree to bound hereto.

By checking the box you (customer) agree that you have made a backup copy of all data on your computer and that this is your responsibility. A2GPC911.COM staff, partners or affiliates are not responsible for lost, missing, unrecoverable or damaged data.

(customer) agree that I am of legal age and agree and accept service from A2GPC911.COM. By clicking the I Agree button below I will accept service from A2GPC911.COM and acknowledging that I have read and understand these terms and conditions and agree to all these terms. I AGREE TO THESE REPAIR TERMS AND ALL APPLICABLE SERVICE AND DIAGNOSTIC FEES.