

1. DISCLAIMER

1.1 You agree to let Devin J. Dawson to fix your computer. Devin J. Dawson will only perform and provide computer services, repairs, and upgrades as requested by the customer. Devin J. Dawson will conduct honest, reasonable, and considerate services. The goal is to provide the highest quality of service and support in the most cost-effective manner. However, 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 will have to be rebuilt or upgraded. Examples: Age of PC, repair/replacement parts obsolete (memory chips, motherboards, etc,) and lack of original software licensing.

1.3 The length of time required to service/repair you computer cannot be predicted.

1.4 You understand that in the process of working on your computer equipment, there is a potential for data loss. You agree that you have made the necessary backups of your data so that, in the event of such loss, the data can be restored. Devin J. Dawson will not be responsible for data loss nor will Devin J. Dawson be responsible for restoring lost data. (See 4.4 below)

1.5 You authorize the technician(s) providing the service or repair to install anti-virus and any other necessary software on your computer to perform required services. All software will be deleted or uninstalled upon completion of the service (unless it was purchased).

1.6 All Remote Repair services are subject to the terms in this agreement.

1.7 After an off site repair is complete, you must take delivery of your computer within 14 days or there will be a storage fee of \$2.00 a day.

2. BILLING TERMS

2.1 Computer services/repairs are billed as stated on the service order or invoice provided. The most common services are charged by flat rate fees that can be found on the Services page of www.devinjdawson.com (not currently available). Services not listed on the Services page may be charged by the hour, with an initial \$50.00 fee for the first hour. The standard rate is \$50.00 an hour for each hour thereafter unless otherwise noted. An example service would be a Wired/Wireless network setup. This would take much more time to complete compared to a flat rate service. The minimum charge for an hourly service is 1 hour (\$50.00 + tax).

2.2 There is an initial charge for of \$50.00 for any house call made or any service performed. This includes the first hour of service.

2.3 Not all services can be completed on site and must be completed in my home office.

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

2.5 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.

2.6 In the event that you cannot be reached, work will stop until contact is established. Once you are reached; your decision to continue or stop will be honored by Devin J. Dawson.

2.7 All services/repairs are subject to New York State Sales Tax.

2.8 All Remote Repair services must be paid before I start the work. If for any reason you are unsatisfied with your result or I can not complete the service, you will get a full refund.

3. PAYMENT TERMS

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

3.2 Computer parts, hardware, and software that need to be special ordered must be paid in advance.

3.3 Devin J. Dawson accepts all major credit cards, Amazon Payment services, cash, or check. You will be charged a \$30.00 service fee for any returned check with NFS and some credit card payments may have a 3% transaction fee included to the total amount of the bill.

3.4 It is a crime to write a bad check and I will pursue further action if an invoice is left unpaid.

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 system will not be intentionally harmed. The primary goal is to fix your computer; not damage it.

4.3 In the case of accidental damage to your system, including data loss caused by already existing problems in your system such as viruses, poorly configured software, hardware problems or hardware failures; You agree to hold Devin J. Dawson and any person(s) associated with Devin J. Dawson or involved in the work being done for you harmless from damages resulting from such problems.

4.4 It is your responsibility to backup your data. Devin J. Dawson will not be responsible for data loss or any other damages. (See 1.4 above).

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 support will be provided for problems to be resolved from the service order that were not resolved. After 7 days from the date on the invoice, Devin J. Dawson will no longer offer free support.

5.4 Warranty work will only be covered if it is related to the work on the invoice. Unrelated work will not be covered by the warranty and may be charged accordingly.

6. REPAIRS & SERVICE GUARANTEE

6.1 All quotes for services and repairs are guaranteed for 7 days from the date on the Invoice or Service Order.

6.2 If later found that the service or repair was incorrectly diagnosed by the technician; then Devin J. Dawson will perform the repair/service free of any labor charge. Only parts will be charged if needed to correct the problem.

7. ESTIMATES

7.1 Devin J. Dawson offers free estimates over the phone or E-mail.

7.2 For in home/on site estimates there will be a \$50.00 fee. If you decide at that time you would like Devin J. Dawson to work on your system from his location, this fee will be waived and you will only be charged for the service being performed. (See 2.1 above).

7.3 If you decide at the time of the in home service call you would not like Devin J. Dawson to fix your computer; you will be charged the \$50.00 service call fee and will have to pay for the full price of any service performed in the future (The \$50.00 fee will not be waived).

Remarks/Comments (Please initial before and after statement(s) before signing this document).

Technician's Signature: _____

Customer ID: _____

Date: / /

Invoice Number: _____

I hereby agree to the above terms and authorize Devin J. Dawson to perform services/repairs stated in the service order. I also agree to the terms and conditions within this Agreement.

Customer Signature: _____

Date: / /

Customer Printed Full Name: _____

Date: / /