

# Terms and Conditions

## CLICK COMPUTER SOLUTIONS (CCS) TERMS & CONDITIONS

### 1. Service.

You have requested service from (CCS). The services to be provided will be described to you and the estimated charges for such services that will be provided will be described to you and determined by (CCS) during the diagnosis of your equipment. If you do not agree with the estimated charges, (CCS) will not perform or complete the services indicated in the estimate, on your computer and may charge you ONLY the Diagnostic Fee plus applicable sales tax. If you agree with the estimated charges, (CCS) will perform all necessary services necessary to properly accomplish your technical needs. Click Computer Solutions Help will attempt problem diagnosis and a solution over the telephone or remotely for an applicable fee. In certain cases, however, problem diagnosis and support may not be remotely completed and on-site service will be required.

### 2. Service Refusal.

Click Computer Solutions has the right to refuse, suspend or terminate any of its services to any user in its sole discretion, without notice. These reasons include but are not limited to: using computer system fraudulently, illegally, or for propagating libelous or otherwise defamatory, obscene, pornographic, abusive, harassing or threatening material. The (CCS) Help Technician must receive full access to the computer(s) and/or peripheral(s) to be serviced, your consent and cooperation to enter your residence or business, and a safe working environment, and electrical power. An Adult Must Be Present at Residences or Business: For on-site services, a person of at least 18 years of age must be present during the entire time period services are provided. IF THE (CCS) TECHNICIAN ARRIVES AT THE SCHEDULED SERVICE TIME AND THE ABOVE CONDITIONS ARE NOT BEING MET, SERVICES WILL BE DENIED AND A \$60 CANCELLATION CHARGE WILL BE ASSESSED.

### 3. User Responsibility.

You understand and agree that prior to contacting or allowing (CCS) Help to perform diagnostic repair 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 (CCS) Help shall not be responsible under any circumstance for any loss or corruption of data and/or software incurred during the course of (CCS) 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 (CCS) to transfer the information and accept such terms on your behalf in performing the service.

### 4. Warranty.

In servicing your computer, (CCS) warrants that service will be performed in a professional and timely manner. All services are warranted for a period of 14 days after completion. There is NO warranty for removal of viruses or spyware. If they are the cause of a repeat effort, you will be charged again for that service. Failure of parts purchased from us and installed by us within 14-days from the date of the original service invoice will be replaced and installed by us free of charge. After 14-days the manufacturers warranty applies. Failed parts must be returned to us not-later-than 14 days from the date of the original invoice to qualify for in-house replacement. Parts warranties after the first 14 days must be handled with the manufacturer directly. There is absolutely NO refund on software/ programs or on completed websites. Website editing is free of charge within 14 days of completion.

## 5. Liability Limitation.

Click Computer Solutions will not be liable to any party or parties for any damages of any kind without limitations or any resulting negligent or criminal acts. This includes third party software and hardware damages, and damages resulting from Click Computers Services and/or its third party service provider's agents, partner's and/ or third party service providers, regardless of the warranties, disclaimers and waivers. (CCS) will not be responsible for lost profits, data, and down time. (CCS) and the ( [www.clicksolutions.ca](http://www.clicksolutions.ca)) website will not be liable for any contents or information which is referenced or linked to the ( [www.clicksolutions.ca](http://www.clicksolutions.ca)) website through other parties.

## 6. Payment.

Unless your service is covered by (CCS) warranty or extended service contract, you will pay the charges stated. The charges include all service labor only. Once service is complete, your payment for the actual costs incurred and the final sum owed, if different from the estimate, is due upon completion. For businesses a 30 day term can be granted Should it be determined in the course of the performance of diagnostics that the problems on your computer are hardware based, (CCS) will notify you and you may take or send the hardware to a repair station of your choice or to (CCS), for service on the hardware; diagnostic fees may still be applicable. No adequate estimate of that expense can be determined without actually testing the hardware.

### NOTE:

THESE TERMS AND CONDITIONS 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 CLICK COMPUETR SOLUTIONS. (CCS) 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 EXPRESSED OR IMPLIED.