



John Williamson Tech Inc DBA JKCTech and also ezITConsulting SERVICE AGREEMENT

1. DISCLAIMER

- 1.1 JKCTech or ezITConsulting will only perform and provide computer services as requested by the customer. JKCTech or ezITConsulting 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 services are provided as a consultation service. There may be circumstances under which your computer can not be serviced. It will have to be rebuilt or upgraded. (Examples: Age of PC, replacement parts obsolete (memory chips, motherboards, etc.)
- 1.3 The length of time required to service your computer cannot be predicted. (See para 2.1 below)
- 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. JKCTech or ezITConsulting will not be responsible for data loss. (See para 4.4 below)
- 1.5 You authorize the technician(s) providing the service to install anti-virus and any other necessary software on your computer to perform required services. All software will be deleted / uninstalled upon completion of the service.

2. BILLING TERMS

- 2.1 Computer services are billed as stated on the service order provided. Charges will be calculated in quarter-hour increments and carry a minimum one hour charge of \$100.00. Each quarter hour additional charge will be \$25.00.
- 2.2 An estimate of cost for work will be provided before performing computer services. 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 JKCTech or ezITConsulting.

3. PAYMENT TERMS

- 3.1 Payment is done via SQUARE app only. JKCTech or ezITConsulting accepts credit cards only.
- 3.2 Full payment is due upon completion of services. Unless a contract has been signed and invoices will be sent weekly.
- 3.3 Computer parts, hardware, or/and software that are ordered or special ordered must be paid in advance.
- 3.4 All invoices will be emailed to customers.

4. LIABILITY

- 4.1 Service(s) are provided in an effort to fix, upgrade, or otherwise replace 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 of data to your system or data loss caused by already existing problems in your system such as viruses, bad configured software, or hardware problems/failures -You agree to hold JKCTech or ezITConsulting and any person(s) associated with JKCTech or ezITConsulting or involved in the work being done for you, harmless from damages resulting from such problems.
- 4.4 It is your responsibility to back up your data. JKCTech or ezITConsulting will not be responsible for data loss. (See para 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 Support hours are Monday to Friday 8am to 5pm
- 5.4 After hours support are Monday to Friday 5pm to 10pm and Saturday and Sunday 8am to 8pm at premium rates of 1.5x hourly rate.
- 5.5 Emergency and Christmas rates are anything outside of previously mention times, and are 3x hourly rate.

6. SERVICE GUARANTEE

- 6.1 All services are guaranteed for 10 days from the completion / acceptance date on the Service Order.
- 6.2 If later found that the service was incorrectly diagnosed by the technician. Then JKCTech or ezITConsulting will perform the service free of any labor charge. Only the new parts will be charged.

7. ESTIMATES

- 7.1 Free Estimates. All service estimates are free.
- 7.2 A \$150.00 Estimate Fee is charged after 30 minutes if the technician is not allowed to concentrate on the estimate for service.
- 7.3 Customers are asked to not interrupt the technician as the evaluation and estimate are completed. Save all additional questions until after you receive the estimate.
- 7.4 Answer only those questions that the technician may ask in order to properly evaluate your PCs problem.

8. LITIGATION

8.1 In the event that you lose the case you are responsible for paying;

- JKCTech or ezITConsulting lawyer fees,
- JKCTech or ezITConsulting court costs,
- JKCTech or ezITConsulting lost income at \$2000 per day for court hearing.
- Damages within 14 days.

Remarks/Comments (Please Initial-before & after statement (s) before signing document).

Technician's Signature:

Date: MM / DD / YY

I hereby agree to the above terms and authorize JKCTech or ezITConsulting to perform services as stated in the service order. I also agree to the terms and conditions within this Agreement.

Customer Signed:

Date: MM / DD / YY