

Terms of Use

Terms of Use ("Terms of the Economy Maintenance Plan Service")

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Last updated: (Monday, March 28, 2016)

I strongly advise you to read these terms and conditions and contact me with any questions or concerns.

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully while using the Economy PC Maintenance Plan (the "Service", "maint plan", "Maint Plan") operated by Carlos R. Garcia ("I", "me", "us", "we", or "our").

WHAT IS THE ECONOMY PC MAINTENANCE PLAN

I offer a 100% Guarantee that the Maint Plan will improve a computers performance. If Software is maintained then the Hardware is not stressed to work harder. Same goes for the Hardware, in that when maintained and updated, both Software and Hardware communicate more efficiently which in proven theory will improve computer performance online or offline. This a Remote-Access Only paid service.

In a Server/Client environment, maintained systems will allow the entire I.T. network to work smooth and efficient.

THE MAINT PLAN IS NOT AN I.T. CONTRACT

The Maint Plan, is **NOT** an I.T. contract. In no way shape or form does the Maint Plan imply to or suggest that it covers any issues with the company network environment, either it be WLAN or LAN or both. It does not cover or is bound to configure printers or computer devices of any kind wireless or by Ethernet. This includes security systems such as NVR or DVR, personal phone configurations.

The Maint Plan does not cover or is bound to any type of Server administration. Please read **TECHNICAL HELP WHILE ON MAINTENANCE PLAN.**

REFUND POLICY

I offer a 100% Guarantee that the Maint Plan will improve a computers performance, tell me within 3 days of the date of purchase, and I'll refund your money. After 3 days, a No Refund Policy for this service is set in place.

TECHNICAL HELP WHILE ON MAINTENANCE PLAN

Note that the Economy PC Maintenance Plan is strictly directed towards remotely connecting to the computer(s) on the plan and to maintain by running the scans I decide that will improve the performance and stability of the computer which can actually prolong the lifetime of computer software and hardware.

Any other technical help or consultation is not in any manner part of the Economy PC Maintenance Plan. On site and hourly pricing is stated and shown clearly on the maintenance plan receipt.

In good faith, I will help with technical questions and/or consultation but I am not bound to do so. I do have a monthly contract/retainer at \$150.00 per month for 4 hours, thereafter \$50 per hour. Any hours left unused for the billing period do not rollover and expire at the end of the calendar month. Please contact me to setup an agreement or I.T. contract that will cover I.T. support for your business and is an I.T. contract.

YOU WILL TAKE INTO REGARD WHAT YOU / EMPLOYEES DOWNLOAD

1.) BUSINESS CUSTOMERS:

You are totally responsible to educate your employees on what is and is not to be downloaded onto the systems that you have covered under the maintenance plan, not your anti-virus program.

2.) RESIDENTIAL CUSTOMERS:

You are responsible for what 'you' download onto your computer, not your anti-virus program.

3.) IMMEDIATE TERMINATION OF SERVICES WITHOUT NOTICE

If I determine that you or employees are blindly downloading suspicious downloads time and again, I will evaluate the account and determine to simply terminate the maintenance plan service. Reason being is that this practice defeats the purpose and intentions of the maintenance plan service to proactively protect and maintain your systems. This terms of use action will only apply after several attempts to notify you of such activity with the systems on the maintenance plan.

MAINT PLAN DETAILS ON START DATE AND END DATE

Once the maintenance plan receipt has been signed and paid for, the Start Date and End Date are strictly in place and are set for those dates to receive service. (see one-time change)

WEEKLY REMINDERS TO CONNECT

Please take note the day and time that I will connect to conduct the maintenance scans. I will make an effort to remind you when I will be connecting within the first month of the plan. This is a courtesy and not required by any means, but soon after if the computer(s) are not left powered on the day and time I am to connect then automatically I will try on the following scan day and time. (see 3 missed connection attempts)

NOTE: Please note that scans are done on a weekly basis, yet I will govern if a scan can resume on the following week since I will determine how well the computers performance is. Once your computer(s) are up to par then I will determine to place them on a bi-weekly schedule.

NDA

Please let me know if you would like to have me sign an NDA form.

W9

Please let me know if you would like to have me sign and fill a W9 form. Technically as of this date atop, I do not have to sign any W9 form if I have not collected over \$600.00 in one calendar year. However, if you pay me \$600 or more, you will need to report that the following year.

The Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all customers, visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may contact me to terminate the Service contract and cease all remote access to your computers.

The maintenance plan is strictly conducted by remote access to the computer via a third-party remote access application such as TeamViewer or Remote Utilities. No plan suggest that I will travel to the customers' location, be it residents or commercial business to perform the virus and maintenance scans.

The Service is paid in full prior to conducting the maintenance service or amount invoiced on a monthly basis. Only the computers that I have the serial number for in my files will be serviced at any time.

Remote Access must be scheduled and a session can begin within regular business hours from Monday through Friday, 8:00am to 5:00pm CST unless a weekend plan was requested. This business is not open on weekends or any nationally observed holiday. Arrangements with me can be made to perform the maintenance plan on weekends or after hours and holidays.

3 MISSED CONNECTION ATTEMPTS

If 3 consecutive missed maintenance scan schedules in a one month time frame, then this Service can be voided and terminated. There is a NO REFUND policy after 3 days of the plan purchase, unless there is absolute proof that the customer had no control of circumstances causing the communication breakdown and/or contact. Proof documents can be scanned and emailed to c.r.garcia68@gmail.com.

Basically this means, if I cannot connect to the computers on the Service plan for 3 weeks in a row within a one month timeframe, then I can void and terminate the contract.

TERMINATION

I or you may terminate or suspend access to the Service immediately, without prior notice or liability, for any reason whatsoever.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

LINK TO OTHER WEB SITES

My Service may contain links to third-party web sites or services that are not owned or controlled by [Carlos R. Garcia](#)

[Carlos R. Garcia](#) has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that [Carlos R.](#)

Garcia shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of United States of America, without regard to its conflict of law provisions.

My failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding my

Service, and supersede and replace any prior agreements we might have between us regarding the Service.

CHANGES

I reserve the right, at my sole discretion, to modify or replace these Terms at any time. If a revision is material I will try to provide at least 30days' notice prior to any new terms taking effect. What constitutes a material change will be determined at my sole discretion.

By continuing to access or use my Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please do not use the Service and/or contact me to cease any access to any computer.

ONE TIME CHANGE

I do offer a one-time change in the End Date of a plan to extend the end date to accommodate a time I couldn't connect because the customer went out of town on vacation for example or some family emergency even if your ISP service went down for a spell. This One Time Change applies only once per plan. Any additional changes are \$25 for each week added to the original End Date of the plan.

CONTACT ME

If you have any questions about these Terms, please contact Carlos R. Garcia at 210-853-9255 or c.r.garcia68@gmail.com.