

TechCare Plus Membership Terms of Service

Effective Date: 9/20/2023

Please read these Terms of Service carefully before purchasing and using the Residential IT Support Membership ("Membership") offered by Lakeside Technology Services, LLC ("Company," "we," "us," or "our"). By signing up for and using the Membership, you ("Member," "you," or "your") agree to be bound by these terms and conditions.

1. Membership Eligibility:

- The Membership is available to residential customers only.
- You must be at least 18 years old to enroll in the Membership.
- Membership is non-transferable.

2. Membership Benefits:

- Details of the Membership benefits are outlined in the Membership description provided separately.

3. Payment:

- You agree to pay the Membership fees as specified on our website or as otherwise agreed upon at the time of enrollment.
- Membership fees are non-refundable.
- All payments for the Membership are set to **auto-renew** unless you cancel your Membership as outlined in Section 5.

4. Membership Duration:

- The Membership is effective from the date of enrollment and will continue until canceled by either party.
- Monthly Memberships are billed on a monthly basis, and Annual Memberships are billed on an annual basis.

5. Cancellation and Refunds:

- You may cancel your Membership at any time by contacting our customer support.
- No refunds will be issued for partially used Membership periods.

6. In-Home Support Visits:

- In-home support visits are subject to technician availability.
- You may schedule up to three in-home support visits per year.
- Additional in-home support visits are available at \$49.99.

7. Privacy and Data Security:

- We will handle your personal and device information in accordance with our [Privacy Policy](#).

8. Customer Responsibilities: - To receive the Membership Benefits, you agree to comply with each of the terms and conditions listed below and as otherwise stated in these Terms:

- To receive web-based remote technical support, you will need to provide a high-speed internet connection.
- You will provide information about the symptoms and causes of the issues you are experiencing.
- You will respond to our requests for information such as the product serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the product, any error messages displayed, the actions taken before the product experienced the issue, and the steps taken to resolve the issues.
- The customer is responsible for backing up data or software on any equipment before service. We are not responsible for any loss of data or software that was residing on the equipment.
- In-home support will only be available to the address on file.
- A person over the age of 18 must be present at the time of service.

9. Code of Conduct:

- You agree to use our services in a responsible and lawful manner.
- You will not engage in any abusive, harassing, or inappropriate behavior when interacting with our support staff.

10. Termination of Membership:

- We reserve the right to terminate your Membership at any time, with or without cause.
- Termination may result from a breach of these terms, abusive behavior, or any other reason deemed appropriate by the Company.

11. Limitation of Liability: - The Company shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the use of or inability to use the Membership or our services. Not limited to costs of recovering, reprogramming, or reproducing any program or data or the failure to maintain the confidentiality of data, any loss of business, profits, revenue, or anticipated savings resulting from our obligations under these terms; and (b) our total liability under these terms shall not exceed the original purchase price of the membership including taxes. The limitations in this section will not limit or exclude liability caused by our gross negligence, intentional misconduct, or fraud.

11. Modification of Terms: - We reserve the right to modify these Terms of Service at any time. Any changes will be effective immediately upon posting on our website.

12. Governing Law: - These Terms of Service are governed by the laws of Arkansas.

13. Electronic Delivery: - You Agree to receive electronic delivery of the Terms at the email provided during the check-out process of this membership. You also agree to email communication to the email

on file. You can also request the Terms anytime by emailing services@lakesidetechnology.net or by calling 501-550-4107.

14. Contact Information: - For questions or concerns regarding the Membership or these terms, please contact our customer support at 501-550-4107 or services@lakesidetechnology.net.

By enrolling in the TechCare Plus Membership, you acknowledge that you have read, understood, and agreed to these Terms of Service. If you do not agree with any part of these terms, please do not enroll in the Membership.

15. Entire Agreement: - These Terms, together with your purchase receipt and the applicable terms related to using Lakeside Technology Services LLC's website, our privacy policy, Lakeside Technology Services LLC terms, and any services, special pricing, promotional offers, or other benefits, provided to you in connection with the Membership, or for the use of the Membership, constitute the entire agreement between you and us with respect to the services and benefits to be provided to you under TechCare Plus and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees of Lakeside Technology Services LLC have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of TechCare Plus – either orally or in writing.