

Terms of Service

Work Authorization

You authorize NWI Computer Guy, Inc ("The Company") to perform the work that is described on the Invoice ("Service") on the device identified ("The Device") on the opposite side of this form and is subject to these Terms and Conditions.

Customer's Data on The Device

The Customer is solely responsible for backing up any data on The Device and encrypting, deleting or protecting by any means from unauthorized use. The Company will not back up or restore any data, unless back up is described in the Invoice. The Company will not be responsible for any loss or corruption of any data. The Company will not treat any data on The Device as confidential and disclaims any agreement with you or other obligation to do so.

NWI Computer Guy, Inc Responsibilities

The Company may, at The Company's, sole option, use refurbished, new or rebuilt parts or components when repairing The Device. The Company does not offer a warranty or guarantee of any kind, as such no warranty is ever implied. If the Device is physically damaged while in possession of The Company for service, The Company will repair The Device or replace it with an equivalent device, which at The Company's option may be new or refurbished.

LIMITATION OF LIABILITY

The information in paragraph 3 above is the extent of The Company's responsibilities. In no event shall The Company be liable for damages in excess of the total amount due for the Service, without limitation, commercial loss of any sort; loss of use, time, data, reputation, opportunity, goodwill, profits or savings; inconvenience; incidental, special, consequential or punitive damages; or damages arising from the use or inability to use the product.

Repair Time

The Company will make reasonable efforts to repair The Device during the appointment slot, however, in some cases that may not be possible. If the Service cannot be completed to the standards of The Company in the time allotted, The Company may require a second visit to complete the Service. In cases where a second visit is required, The Company reserves the right to charge an hourly rate of \$30 per hour. The Company will not be liable for any failures or delay in service due to any cause beyond The Company's control. The Company reserves the right to, at The Company's sole discretion, refrain from providing the Service described in the Service Order and refund the Customer's payment instead.

Manufacturer Warranties

The Customer recognizes that NWI Computer Guy, Inc is an independent, third party repair company and is not affiliated with any original manufacturer or insurance company and that having your device repaired or worked on by The Company may void any manufacturer warranty or ability to utilize insurance providers. The Company shall not be responsible for any warranty that is considered void after the Service is rendered by NWI Computer Guy, Inc.

Replacement Parts

You recognize that NWI Computer Guy, Inc is an independent, third party repair company and is not affiliated with any original manufacturer. As with any repair provider outside of the original manufacturer, the Company does not always have access to original equipment manufacturer parts. You recognize that after any service is provided, the damaged parts that are replaced during service become the property of the Company. Upon payment for any repair or service, you forfeit any claim on the damaged parts that were replaced during the repair or their value.

Software

If the Service involves the installation of new or customer owned software or the transfer of information, customer represents that customer has the legal right to copy the information and agree to the terms of the software license, and the customer authorizes the Company to accept the terms on the Customer's behalf in performing the Service listed in the Service Order. The Customer also authorizes the Company to transfer information if it is part of the Service purchased by the Customer.

The Customer agrees and acknowledges that the Customer is solely responsible for all Content that the Customer makes available through the Device. Therefore, the Customer represents and warrants that: (i) The Customer is the sole and exclusive owner of all Content available on the Device of that the Customer has all rights, licenses, permissions or consents and releases necessary to grant to NWI Computer Guy, Inc the rights in such content, as contemplated under this Agreement and (ii) neither the Customer's content nor posting, uploading, publication, transmittal, or submission of the Content or the Company's use of any portion of the Content on, by means of, or through the Device of otherwise will infringe, misappropriate or violate any third party's patent, copywrite, trade secret, trademark, intellectual property, proprietary rights or rights of publicity or rights of privacy, or result in the violation of any applicable law or regulation.

Payment for Service

Payment in full for the Service must be rendered upon completion of the Service. The Company reserves the right to refuse personal check for payment of Service. The Company may, at its sole discretion, accept personal check. Any NSF fees charged to the Company will be directly invoiced to the Customer with a \$30 NSF fee being applied to the Customer by the Company. A non-refundable deposit may be required for certain special-order parts, this will be determined solely by the Company.

Operating System Reinstall, and Data Backup

You understand that the Company will not back up any user created file unless a "Computer backup" is purchased. You understand that if an Operating System Reinstallation service is performed the Company provides a factory installation with no additional software installed except for primary hardware drivers except if additionally purchased. Any Software, including Anti-Malware (free or paid-subscription), is subject to a software installation fee. The Customer is aware that the Company is unable to install a different operating system than what is provided by the computer's manufacturer or provided by the Customer. The Customer represents that the Customer has the legal right to use the Operating System and has agreed to the terms of the software license.

Collection and Use of Personal Information

The Customer's personal information such as name, address, phone number and email address are collected for internal record keeping, requesting feedback, promotional information, sending service updates, requesting feedback and sending product information. By signing this document, you agree to receive promotional material. For more information see NWI Computer Guy, Inc's Privacy Policy.

Late Cancellation/No Show Fee

Any cancellations require 24 hours advance notice. Cancellations made less than 24 hours from appointment will incur a \$25 late cancellation fee. NWI Computer Guy, Inc is proud to be welcomed into our customer's home. Given that our work is done inside of the Customer's home. The Customer, age 18 or over, is required to be present while work is completed. NWI Computer Guy, Inc will consider the Service cancelled by the Customer after a ten minute waiting period and will therefore be charged a \$25 late cancellation fee and \$30 travel fee to cover travel and time lost.

Work Done Inside the Customer's Home

NWI Computer Guy, Inc values the Customer's trust. Without the trust of the Customer we would not be in business. Therefore, all reasonable precautions will be made while inside the Customer's home i.e. use of disposable gloves, use of disposable mask, use of disposable booties over shoes, etc. The Company will not be held responsible for any damage or breakage of any type to the Customer's personal property before, during or after a Service is performed. To ensure the safety of the Company's employees, please make sure that all pets are put into a kennel or into a closed room until the Service is complete.

Data Loss

The Customer agrees that before the Company begins a Service on any equipment, it is the Customer's responsibility to: (i) backup all data, information, software, or other files stored on the customer's computer disk drives, DVD player, peripherals, digital camera, camcorder, MP3 player, cell phone, tablet or on any other electronic storage device; and (ii) remove all compact disks, DVDs, film, videotapes, floppy disks, cassettes, or other media from the Customer's device, as applicable. NWI Computer Guy, Inc shall not be liable under any circumstances for any loss, alteration, corruption, damage or disclosure of any film, data, files, videotapes, cassette tapes, floppy disks, laser disks, DVDs, BluRay disks, video games, software, film or any other media.

Dispute Resolution

The Company will make a reasonable effort to provide an appropriate, reasonable resolution to any disputes that may arise in any way from the Service. Should further resolution be needed i.e. a hearing in a Court of Law in the State of Indiana, the Customer will be solely responsible for any and all Court costs and reasonable Attorney's fees.

When the appointment is made by the Customer for a Service, the Customer has consented to this policy and of the its attributes. The Company reserves the right to ask the Customer to sign a document stating that they agree to the Terms of Service. The Customer's Signature below indicates their acceptance of these Terms of Service described in this document.

Terms and Conditions

The Use of this Website is Subject to the Following Terms of Service:

NWI Computer Guy, Inc offers this website (www.nwicomputerguyinc.com), including all information, software, products, and services available from this website or offered as part of or in conjunction with this website, to you, the user, conditioned upon your acceptance of all of the terms, conditions, policies and notices stated on this website. Your continued use of the website constitutes your agreement to all such terms, conditions, and notices, and any changes to this Terms of Service made by NWI Computer Guy, Inc. The term "NWI Computer Guy, Inc" or "Company" refers to the owner of this website. The term "customer" refers to the user or viewer of this website. Use the website at your own risk. This website is provided to you "as is" without warranty of any kind either express or implied. Neither NWI Computer Guy, Inc nor its employees, agents, third-party information providers, merchants, licensors, or the like warrant that the website or its operation will be accurate, reliable, uninterrupted, or error-free. No agent or representative has the authority to create any warranty regarding the website on behalf of NWI Computer Guy, Inc. NWI Computer Guy, Inc reserves the right to change or discontinue at any time any aspect or feature of the website.

Limitation of Liability

The information provided by this website is for the user's general use and information only. The information and policies provided in this website is subject to change without notice. Neither the Company nor any third parties provide any warranty or guarantee as to the accuracy, performance, completeness, timeliness, or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services, or information available through this website meet your specific requirements.

Changes to Terms of Service

The Company reserves the right to change the Terms of Service at any time, by changing the Terms of Service on the website, updating the copy received by the customer or both. Any changes made are considered effective immediately. The user's/customer's continued use of the website indicates the customer's/user's acceptance of the new terms.

Terms of Service Waiver

The Company's failure to enforce any part of the above Terms of Service is not a waiver of its right to do so at a later date. If part of the Terms of Service is found to be unenforceable, the invalidity of that section shall not affect the remaining provisions in these Terms of Service, and all provisions not affected will remain in full effect to the fullest extent possible consistent with the intent of the parties.