

SERVICE AGREEMENT

RATES

Fix My PC agrees to dispatch a technician to provide computer services for a minimum of \$85 per hour, with a one hour minimum. If requested to do so, Fix My PC makes best-effort estimates of the time required to perform specific computer services. These estimates are based upon previous, similar experiences. However, since no two computer systems are exactly alike, it is not possible to precisely determine the time required for completing computer services. This is particularly true in the case of troubleshooting since the nature of that task includes eliminating an unknown number of potential problem causes until the cause unique to each situation is identified and corrected. The Fix My PC technician will discuss progress with Client throughout the performance of our services so that Client can direct the technician's further activities. This Service Agreement covers hourly on-site support and is not a fixed price contract.

LIMITATION OF LIABILITY

Fix My PC always does its best to maintain the Client's data integrity. However, it is the Client's responsibility to back up all software and any important data on your computer's hard drive(s) and/or any other storage devices before Fix My PC performs any work. Fix My PC shall not be responsible at any time for any loss, alteration, or corruption of any software, data or files. This includes any loss of profit, income, productivity, revenue or future revenues by the Client for any consequential, incidental, special or exemplary damages incurred or suffered by Client due to, but not limited to, systems downtime, loss of data or network data, or network downtime. Fix My PC disclaims all implied warranties and representations, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. Client agrees to hold Fix My PC harmless from all lawsuits arising from any specifications supplied by Client. Should an express or implied warranty be breached, the Client will be entitled to no more than the actual fees received by Fix My PC from Client pursuant to this Service Agreement.

HARDWARE AND SOFTWARE

This is a contract for services only. Installations do not include any hardware, parts, accessories, and/or software except for those that are included in new hardware purchases. At the Client's request, Fix My PC may purchase the necessary parts for the computer repair work being performed under this Service Agreement and the Client agrees to reimburse Fix My PC for the cost of the parts, including shipping and taxes, at the time the invoice for such items is presented to Client.

Hardware and software warranties, guarantees, and manufacturer service will be between Client and the manufacturer(s) and not Fix My PC, even though we may be the reseller. Client is responsible for Client's final purchase of software and hardware. Fix My PC is not responsible for defects or

incompatibilities in either hardware or software. Fix My PC can assist Client in determining compatibility and in resolving errors or problems if requested by Client as part of the services to be provided under this Service Agreement. Client is responsible for data backup and scanning drives/diskettes periodically for viruses. Client is responsible for complying with state and federal laws governing the use and distribution of software. Client also agrees to hold Fix My PC harmless for, from, and against all claims, losses, judgments, or other actions in connection with these laws, except in cases caused by Fix My PC's willful misconduct or gross negligence.

REFUSAL OF SERVICE; REFUNDS

Fix My PC reserves the right to refuse service to any Client for any reason. We also reserve the right to refrain from providing any or all requested services and instead refund your payment, wholly or in part, on the basis that your technical needs or other requirements are unusual or extensive and beyond the scope of this Service Agreement as reasonably determined by Fix My PC.

GOVERNING LAW

The laws of the State of Nevada shall apply to the interpretation, construction and enforcement of this Service Agreement and the exclusive venue for any litigation relating to this Service Agreement will be the state or federal courts sitting in Clark County, Nevada, and the parties hereby consent to such jurisdiction.

PRIVACY POLICY

Fix My PC maintains a strict privacy policy and does not sell or rent any personal information to third parties. Any personal information you provide for contractual purposes will remain confidential. Fix My PC may be required to share personal information in response to a valid court order, subpoena, government investigation, or as otherwise required by law. We reserve the right to report to appropriate law enforcement agencies any activities that we, in good faith, believe to be unlawful.

By signing below, the Client acknowledges, agrees to and understands the terms of this policy and has authorized Fix My PC to perform any and all necessary work requested.

Name/Company: _____

Date: _____

Address: _____