



TERMS & CONDITIONS:

BY USING TECH SUPPORT SERVICES, INC. (THE "WEBSITE"), OR SUBMITTING ANY INFORMATION TO TECH SUPPORT SERVICES, INC. ("FIXFLASH.COM" aka "GEEKS ONSITE"), YOU INDICATE YOUR ACCEPTANCE OF, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW, YOU MUST EXIT THE WEBSITE IMMEDIATELY.

UNDER NO CIRCUMSTANCES SHALL FIXFLASH.COM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE WEBSITE, OR FIXFLASH.COM'S SERVICES EVEN IF FIXFLASH.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL FIXFLASH.COM HAVE ANY LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, OR CAUSES OF ACTION FOR MORE THAN THE PURCHASE PRICE OF ANY ITEMS OR SERVICES YOU PURCHASED FROM FIXFLASH.COM IN THE APPLICABLE TRANSACTION. USE OF THE WEBSITE IS COMPLETELY AT YOUR OWN RISK.

The following additional terms and conditions apply to all relations between the Client and Tech Support Services Inc. ("FixFlash.com" aka "GEEKS ONSITE")

The Client agrees to pay and is financially responsible for all billable items and service options more particularly described below. In addition Client agrees to description of service option found on our website:

I. Term Details for Service Options

Unlimited Remote Subscription:

Client will be charged and initial \$89.95 plus \$24.95 for the first calendar month of service. \$24.95 per month will be charged indefinitely during subsequent months unless subscription is cancelled in accordance to our cancellation policies. Some customers may be charged a lesser monthly amount due to past promotions.

Flat Fee Tune Up:

We will perform tune up on computer as indicated in website regarding this service option.

Time Packs and online remote support labor time:

Online remote support labor time is credited to Client account through Client's purchase of "time package(s)" as further described on the Website or quoted on an hourly rate basis over the phone. Client agrees to pay for services at rates posted on Website at time of purchase or quoted via phone. Time is debited to Client account for ALL time used by Client commencing the moment client is walked through remote connection process, through duration of remote session, and until client is called back to advise completion of support session. Time will be debited in 15 minute increments rounded to the nearest 15 minutes. A 15 minute minimum will be debited for any remote service for Client.

The following exceptions apply:

Connection:

Maximum 10 minutes accounted for walking through connection.

During scans, installations, or downloads:

Any software scan, installation, or download that does not require interaction or intervention by technician will be accounted for a maximum of 10 minutes per idle period.

Reconnecting:

If connection is lost during servicing, client is to be called immediately to reconnect. Once disconnection takes place, time is to be accounted for a maximum of 10 minutes.

Onsite support labor:

Unless Client has subscribed to onsite service subscriptions, onsite support labor shall be charged at the hourly rate quoted via telephone and/or in writing, per technician for all time spent on or off work site including the time required to purchase parts necessary to complete the service. Multiple technicians may be required to expedite completion of work. The exact hourly rate varies due to geographical area in the United States and is disclosed to Client via phone or email prior to scheduling onsite technician visit. Labor will be billed in half hour increments rounded to the nearest half-hour. A one hour minimum will be billed for any site visit to Client.

Unlimited Onsite/Remote Subscription:

Plan cost is \$240 in most areas, unless specified otherwise, per 6 month period per computer. Plan terms are as follows:

Includes:

- Our Monthly Maintenance Tune Up: To keep your systems performing in optimal condition, we will include this monthly "tune up" service with your purchase.
- Unlimited Remote Support: Call us anytime between 8AM-10PM weekdays to receive virtually instant computer help over the web while you watch. Also open on weekends!
- Unlimited Onsite Support: Our traditional service, onsite tech deployment to your location same day service in the event a problem can't be fixed remotely or requires physical presence. Particularly when working with your network and/or multiple systems at once.

Additionally....

- This plan is priced per computer per month.
- Plan covers: labor to support computers and printers, scanners, network, pdas, used with computers on plan (up to one of each type of device per computer on plan);
- Plan does not cover: Training, support of non-Microsoft applications (unless specified), network cabling drops, or parts needed
- 6 month prepayment required; renews automatically every 6 months
- All computers connected to office or home network must be on plan
- \$40/month per computer

II. Cancellations and Refund Policy:

General: Clients are responsible for all labor hours performed and expenses incurred until cancellation. Additional terms for specific service options are more particularly described below.

Prepaid Remote Support Items (i.e. Time Packs, Flat Fee Tune Up): Time packages are non-refundable except for the following circumstances:

1. We could not connect to your computer.
2. If you ask to cancel the initial service request within 48 hours of purchase and we never connected to your computer. Cancellation and refund requests after 48 hours of purchase will be denied and time remaining in the account will remain in the account indefinitely.

Onsite service cancellation and refunds: Onsite service requested must be cancelled within 2 hours of appointment; otherwise client is responsible for the 1 hour minimum fee.

Maintenance package cancellation and refunds: Maintenance package subscription may be cancelled at any time and no further charges will be made. Charges already made to account for maintenance prior to cancellation will not be refunded.

Onsite Labor:

A 1 hour minimum charge will billed for any visit not cancelled within 24 hours of appointment date and time.

Unlimited Support Subscriptions:

In order to cancel your subscription you must submit a signed written request to our corporate office address found in the "contact us" page of our website. Any open balance must be in order to end subscription. Unlimited Onsite/Remote Subscriptions which automatically renew and are charged at the end of the initial 6 month period must be cancelled within 30 days of the renewal date in order to receive a refund for a cancellation of the renewal period.

III. Misc.

Tangible Products:

All products will be billed at quoted prices. FIXFLASH.COM is not responsible for product warranties. All product warranties must be handled directly with the manufacturer and are subject to the manufacturer's terms and conditions.

Additional Expenses:

Additional miscellaneous product items may be billed separately; such as additional cables or other supplies needed to complete work or projects. Parking expenses and tolls, if applicable, shall also be billed.

Payments:

Payments are secured via credit card information provided by client during sign up. Client agrees to not dispute charges with Credit Card Company.

Finance Charges and Past Due Collection Expenses:

FIXFLASH.COM will assess a 1.5% per month finance charge to unpaid balances until payment is received in full. Uncollected balances over 90 days will be considered in default and subject the Client to court costs, collection agency fees, and/or legal fees incurred in collection.

Credit Card and/or ACH Debit Authorization:

I hereby authorize FIXFLASH.COM to initiate charges to my credit card or initiate an ACH debit. Credit card and/or checking account info collected by FixFlash agents will be filed and authorized for future debiting to pay for any fees for FixFlash service and/or products sold.

Estimates:

FIXFLASH.COM will provide a professional estimate in advance whenever feasible and requested; However due to the nature of computer and I.T. services, there are infinite possibilities for unforeseen problems and obstacles which may require additional labor time to resolve or in other unforeseen circumstances. Additional work requests or changes in procedures may also increase labor time. The Client is ultimately responsible for all billable time during onsite and/or online remote support services requested.

Disputes:

Any dispute or dissatisfaction with work performed must be submitted in writing together with any documentation or supporting dissatisfaction. Disputes must be post-marked within 7 calendar days of service date. Disputes submitted after this period of time are considered null and void.

FIXFLASH.COM will respond within 15 calendar days. If the parties do not agree to an amicable resolution, either may enforce their rights in a court of competent jurisdiction.

Amendments to terms and conditions:

We reserve the right to periodically update this agreement. The latest copy of the agreement will be available on our website www.FIXFLASH.COM. By continuing to use the Website and/or FIXFLASH.COM's services you acknowledge agreement to such amendments.