

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY

These terms govern the provision of any computer or system support services ("Services") or products provided by Little Dog Tech. If these Services or products are provided as part of a Statement of Work ("SOW"), then additional SOW and Master Services Agreement terms shall apply.

Little Dog Tech provides you with access to and use of the Services subject to your compliance with the Terms. Little Dog Tech reserves the right to refuse to provide the Services to anyone at any time without notice for any reason. You represent and warrant to us that you are at least 18 years old; you have the right, capacity and authorization necessary to legally bind yourself or the organization you represent to the terms.

Authorization to Access your Computer

By accepting these terms, you grant Little Dog Tech the right to connect to your computer, download, install and use the software on your computer to gather system data, repair your computer, take control of your computer and change the settings on your computer while performing the services.

Quotes

A verbal quote is a guide intended to give the customer an estimate on the price and not an assurance that the product or service will be sold at that price. Quotes provided in writing on official Little Dog Tech letterhead are valid and will be honored for 14 days.

Legal Rights

You must be the owner, or have the permission of the owner, for us to work on the equipment. If equipment is left with Little Dog Tech and is not collected within thirty (30) days after we notify you that the requested service is complete, we will treat your equipment as abandoned and becomes the sole property of Little Dog Tech. You agree to hold Little Dog Tech harmless for any damage or claim to the abandoned property, which we may discard at our sole discretion. Any and all charges are still your responsibility.

Software Installation

You agree that we may download and utilize Software from third parties and accept any applicable license agreements on your behalf.

Backup Services & Potential Data Loss

While Little Dog Tech will make reasonable efforts to safeguard the contents (data) stored on your computer, you understand and agree that it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives if you so desire. You acknowledge and agree that Little Dog Tech and/or its third-party service provider shall not be responsible under any circumstances for any loss, alteration, or corruption of any software, data or files. Please note that Little Dog Tech does not guarantee that your data will be safe as Little Dog Tech does not accept any liability for loss of data stored on our internal workstations and/or servers.

Confidentiality

Little Dog Tech agrees not to disclose any and all information or data files supplied with, stored on, or recovered from your equipment except to employees or agents of Little Dog Tech subject to confidentiality agreements or as required by law.

Warranties

Little Dog Tech offers the following warranty periods. Dates that warranties become into effect are determined from the date stated on the invoice or receipt. Labor performed carries a 30-day warranty. If the same problem originally repaired re-occurs, Little Dog Tech will make a best effort to correct the fault originally repaired in a manner as decided as best by Little Dog Tech or its agents. New replacement parts used in the repair of a computer are warranted for 30 days against defects or failure. Please refer to 'Limited Liability' for further information regarding component failure. Refurbished computers include a 1 year hardware-only warranty that covers faulty parts, and for parts that fail due to manufacturing defects recognized by the component manufacturer. In the event that the Warranty parts are not available, a similar replacement will be provide at the discretion of Little Dog Tech. If a warranty repair is found to be outside of the warranty terms, it will be deemed as a "Non-Warranty Repair" and charges will be applicable.

Warranty Exclusions

Warranty does not include accidental or intentional damage. e.g. liquid damage (90% of keyboard faults are due to liquid spillage), cabinet or component breakage due to misuse. Damage caused by power surges or spikes is not covered under warranty. Warranties do not cover loss or damage due to negligence, accidents, theft, flood, fire, earthquakes, electrical storms or any other act of God or any war-related events. This warranty does not cover the failure of equipment due to the system not being serviced adequately, or failure from "fair wear and tear". This warranty does not cover repairs for the replacement of parts due to incompatibility. The warranty holder will be liable to pay for these repairs. Warranty also does not cover malfunction due to software changed, modified, or added by the user or any party other than Little Dog Tech or its authorized representatives.

Returns

All items must be returned with a receipt, no exceptions. All items that are returned or exchanged for different items are subject to a 20% restocking fee. Motherboards, memory, processors, and other components or accessories must be returned within 7 days for a refund. Refurbished computers must be returned within 14 days and MUST include all original components including but not limited to the recovery disks and power adapter. No returns or refunds on consumable items, printer cartridges, services, or items returned incomplete or without all original packaging. All returns over \$25 are either credited back to the customer's credit card is used as the original form of payment, or issued a company check within 14 days.

Payment Terms

All work must be paid in full upon completion of service unless otherwise stated in a currently active MSA or SOW. In the case collections prove necessary, the client agrees to pay all fees incurred by that process.

Limited Liability

Little Dog Tech shall not be liable for any claims regarding the physical functioning of equipment/media or the condition or existence of data on storage media supplied before, during or after service. In no event will Little Dog Tech be liable for any damage to the laptop/desktop/equipment, loss of data, loss of revenue or profits, or any special, incidental, contingent, or consequential damages, however caused, before, during, or after service even if Little Dog Tech has been advised of the possibility of damages or loss to persons or property. Little Dog Tech's liability of any kind with respect to the services, including any negligence on its part, shall be limited to the scope of the specific service ticket in which the faulty services are performed. The client and Little Dog Tech agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Little Dog Tech's option, additional attempts by Little Dog Tech to recover satisfactory data or refund of the amount paid by the client. The parties acknowledge that the price of Little Dog Tech services would be much greater if Little Dog Tech undertook more extensive liability.