

## **LA PC CENTER TERMS OF SERVICE**

### **1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE**

LA PC Center Terms of Service (“Service Terms”) is provided to you (“Customer”) in connection with the LA PC Center Technical Support Plan (the “Service”) that Customer has purchased. These terms and conditions comprise the entire agreement between Customer and LA PC Center with respect to the Service.

### **2. DESCRIPTION OF SERVICE**

Upon purchase of the Service, Customer shall be eligible to receive the following services via in-office, remote, or phone support (e.g., over the phone or via the Customer’s computer with a LA PC Center Agent logged into the Customer’s computer):

- Software Installation
- Software assessment and removal of viruses and malware
- Certain hardware installation - Please see your local LA PC Center Agent to learn which hardware installation is included
- Memory installation
- Operating system installation
- Annual computer tune-up, including operating software system updates, screen cleaning, fan cleaning, and keyboard cleaning
- Hard-drive data removal upon request
- Password reset
- Hard drive removal upon request
- Laptop and desktop repair
- Virus, spyware, malware removal and optimization
- Network design and setup
- Cloud services and backup
- Gaming builds and sales
- Workstation builds and sales
- Server repair and sales
- Cyber security
- Data recovery and backup plan
- Web design and development
- Hosting
- IT consulting
- Marketing SMM, SEO, and other marketing formats
- Mobile application development
- Any other services contracted through LA PC Center

### **3. PAYMENT**

Customer agrees to pay the Service fees (including any applicable taxes) prior to completion of service. Unless stated in writing otherwise, all fees and charges are nonrefundable. LA PC Center may change the fees and charges then in effect, or add new fees or charges, by giving Customer notice in advance.

#### **4. MODIFICATIONS TO TERMS OF SERVICE AND SERVICE**

LA PC Center may change the terms and conditions of the Service from time to time. Upon any change in the terms and conditions of the agreement, LA PC Center will notify you by posting the changes to the company website (LAPCCenter.com). LA PC Center reserves the right to modify or discontinue the Service with or without notice to Customer. LA PC Center shall not be liable to Customer or any third party should LA PC Center exercise its right to modify or discontinue the Service. Customer's continued use of the Service constitutes an affirmative agreement by Customer to abide and be bound by these Service Terms and its modifications.

#### **5. PRIVACY POLICY**

It is LA PC Center's policy to respect the privacy of its Customers. All information will be kept confidentially and securely within LA PC Center

#### **6. CUSTOMER'S RESPONSIBILITY TO BACK-UP DATA**

Customer agrees that prior to LA PC Center servicing any Customer equipment it is Customer's responsibility to (1) back-up the data, software, information or other files stored on Customer's computer or any other technological device; and (2) remove all personal items and devices anything ranging from SD Cards, USB flash drives, and other devices. Customer agrees that whether or not Customer requests back-up services from LA PC CENTER, LA PC Center shall not be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media.

#### **7. LIMITATIONS TO SERVICE**

LA PC Center shall not be liable for any failure or delay in performance due to any cause beyond its control. LA PC Center reserves the right to refrain from providing the Services ordered and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the Customer are unusual or extensive and beyond the scope of these Service Terms, as determined by LA PC Center.

#### **8. INDEMNIFICATION**

Customer agrees to indemnify, defend, and hold harmless LA PC Center (and its affiliates and their respective officers, directors, employees and agents) from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses, (including but not limited to cost of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including, but not limited to, damage or destruction to property, injury (including death) to any person or persons, which are asserted against, incurred, imposed upon or suffered by LA PC Center by reason of, or arising from: (a) Customer's breach of this Agreement; (b) Customer's actual or alleged infringement of any patent, copyright, trademark, trade secret or other property or contract right of any other person; (c) Customer's actual or alleged failure to promptly pay sums due to LA PC Center; (d) Customer's failure to comply with applicable laws, regulations or

ordinances; or (e) the acts or omissions of Customer (or its officers, directors, employees or agents).

## **9. DISCLAIMER OF WARRANTIES**

Customer expressly agrees that use of the service is at customer's sole risk. The service is provided on an "as is" and "as available" basis. LA PC Center expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. LA PC Center makes no warranty that the service will meet customer's requirements, or that the service will be uninterrupted, timely, secure, or error free; nor does LA PC Center make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service. customer understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the service is done at customer's own discretion and risk and that customer will be solely responsible for any damage to customer's computer/system or loss of data that results from the download of such material and/or data.

## **10. LIMITATION OF LIABILITY**

LA PC Center shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or the inability to use the service or for cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through the service or resulting from unauthorized access to or alteration of customer's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if LA PC Center has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to each customer. It is Customer's responsibility to back-up the software and data that is stored on Customer's computers, hard disk drive(s), and/or on any other storage devices Customer may have, and LA PC Center shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. LA PC Center shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to Customer by LA PC Center.