



Terms of Service

THESE TERMS OF SERVICE APPLY TO SERVICES PERFORMED BY MIDNIGHT WEBSITES & COMPUTER SOLUTIONS EITHER "ON-SITE" OR SERVICES PERFORMED ON EQUIPMENT DROPPED OFF AT OUR LOCATION.

TERMS AND CONDITIONS

ON-SITE SERVICE

(1) Scheduling: Service hours are generally after normal business hours and by appointment only. These hours are 6 PM - 9 PM, Monday-Friday, 11 AM - 5PM Saturday and 1 PM - 5 PM Sunday. Additional charges may apply for service outside of these listed hours.

(2) Service Area: Midnight Websites & Computer Solutions provides service to south central Minnesota for computer service and repair. Specifically, the towns of Webster, Lonsdale, Northfield, Lakeville, Faribault, and the communities immediately around these towns. Additional charges may apply for service outside of these areas.

(3) Adult Presence Required: For all on-site services, a person of at least 18 years of age must be present during the entire time service is being provided. If no adult is present at the indicated time of service, we will be unable to provide any service and a \$35 Cancellation charge will be assessed.

(4) Backups: It is the customer's responsibility to back up all software and data that is stored on your computer's hard drive or other storage device(s) PRIOR TO our arrival to perform service. Midnight Websites & Computer Solutions shall not be responsible at any time for any loss, alteration or corruption of any software, data or file.

(5) Minimum Requirements:

- Password(s) for the operating system(s) and/or ISP must be available at the time of service. Note: This must be the Administrators Login and Password on Windows 2000 or greater operating systems.
- Operating System disc and Key Code (Usually found on the disk jacket or on a sticker on the computer hardware case.
- All computers and/or peripherals to be installed must be in good working order and free from spyware.

- Broadband service must be operational prior to installation of peripherals if updates are to be done as part of the installation. If broadband service is unavailable, only provided software will be installed.
- Microsoft Windows 2000 operating system or greater required for any operating system updates, installations and virus/spyware cleaning services. Midnight Websites and Computer Solutions do not guarantee any installations using Windows ME or 98. Windows 95 and lower are no longer serviced.

(6) Access: Midnight Websites & Computer Solutions must receive full access to the computer(s) and/or peripheral(s) to be serviced. This access includes:

- Access to your business or residence
- Consent and cooperation to enter residence or business
- Safe working environment
- Working space and power

If reasonable access is not available at the indicated time of service, we will be unable to provide any service and a \$35 Cancellation charge will be assessed.

SUPPORT

(1) Services: Midnight Websites & Computer Solutions will attempt to diagnose and provide a solution over the telephone for an applicable fee. Phone support hours are limited and complete diagnosis and support may not be possible because of a problem with your computer or its configuration beyond our control. The initial diagnosis fee will be credited if diagnosis requires a service call or the equipment needs to be dropped off for service by Midnight Websites & Computer Solutions.

(2) User Responsibility: You understand and agree that prior to contacting or allowing Midnight Websites & Computer Solutions to perform diagnostic repairs on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives. You acknowledge and agree that Midnight Websites & Computer Solutions shall not be responsible under any circumstance for any loss or corruption of data and/or software.

TERMS APPLICABLE TO PAY FOR SUPPORT AND ON-SITE SERVICES:

LIMITATIONS TO SERVICE: Midnight Websites & Computer Solutions reserve the right to refrain from providing and or all services ordered and instead refund the 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 this service agreement as reasonably determined by Midnight Websites & Computer Solutions.

FORCE MAJEURE: If Midnight Websites & Computer Solutions ability to render services is impaired by you or circumstances beyond the control of Midnight Websites & Computer Solutions, we may choose not to provide service.

LIMITATION OF REMEDY: UNDER NO CIRCUMSTANCES SHALL MIDNIGHT WEBSITES & COMPUTER SOLUTIONS NOR ITS OWNER SCOTT THOMPSON BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES COSTS, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF, OR RELATED TO, THE SERVICES PROVIDED BY MIDNIGHT WEBSITES & COMPUTER SOLUTIONS AND/OR ITS THIRD PARTY SERVICE PROVIDERS OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE YOUR COMPUTER EQUIPMENT, HARDWARE, PERIPHERALS, OR THE NETWORK RESULTING FROM THE SERVICES PROVIDED HEREUNDER.

RELEASE OF LIABILITY: BY SIGNING THIS FORM, YOU AFFIRMATIVELY RELEASE AND HOLD HARMLESS MIDNIGHT WEBSITES & COMPUTER SOLUTIONS, ITS OWNER SCOTT THOMPSON AND/OR ITS THIRD PARTY SERVICE PROVIDER FROM AND AGAINST ANY LOSS, LIABILITY, OR DAMAGE THAT YOU OR THE OWNER OR LESSEE MAY SUFFER, INCLUDING BUT NOT LIMITED TO ANY LOSS OF COMPUTER DATA AND THE NON-FUNCTIONING OF ANY COMPONENT OR ELEMENT OF YOUR COMPUTER EQUIPMENT OR PERIPHERALS RESULTING FROM MIDNIGHT WEBSITES & COMPUTER SOLUTIONS, SCOTT THOMPSON, AND/OR ITS THIRD PARTY SERVICE PROVIDER'S AGENTS, PARTNERS AND/OR THIRD PARTY SERVICE PROVIDERS, REGARDLESS OF THE WARRANTIES, DISCLAIMERS AND WAIVERS PARTICULAR SERVICE AND SHALL CONSTITUTE LIQUIDATED DAMAGES AND ARE A REASONABLE ESTIMATE OF DAMAGES TO YOU.

CANCELLATIONS AND REFUNDS

You may cancel your order if you give Midnight Websites & Computer Solutions at least 24 hours advanced notice prior to your scheduled service appointment. Cancellations must be completed by calling 952-456-1686. Pre-payment, if any, will be fully refunded in the manor the purchase was paid.

Special ordered items may not be cancelled after the order has been placed. Standard items may be cancelled but customer is responsible for all shipping, restocking and or fees for return.

If you are not satisfied with your service, please call 952-456-1686 for resolution. We guarantee our on-site service for 15 days. If there is a problem with the service provided and you notify us within the stated time period, we will work to remedy your problem quickly and at no additional cost.

Updated November, 2006

BY: _____
(Print Full Name and Title if applicable)

SIGNATURE: _____ DATE: _____

Technician Signature: _____ Date: _____