



Solutions Squad, Inc.
16850-112 Collins Avenue, Suite 179
Sunny Isles Beach, FL 33160
Phone: 305-677-2389
Fax: 866-620-6787
<http://www.solutionssquad.com>

Terms of Service

1) In-Home/Office (On-Site) Service:

- (a) **Services:** Solutions Squad Inc will attempt to diagnose a problem and find a solution on-site for an applicable fee. In certain cases, however, problem diagnosis and support may not be completed because of a problem with your computer or its configuration that is beyond our control.
- (b) **User Responsibility:** You understand and agree that prior to contacting or allowing Solutions Squad Inc to perform diagnostic repair on your computer, it is your responsibility to back-up the information, data, software or other files stored on your computer disks and/or drives. You acknowledge and agree that Solutions Squad Inc shall not be responsible under any circumstance for any loss or corruption of data and/or software and/or business.
- (c) **Scheduling:** Standard service hours are Monday-Friday, 9 AM – 5 PM. Additional charges may apply for services outside of standard service hours or for unscheduled (emergency) service.
- (d) **Service Area:** Solutions Squad Inc sets the Service Area for each city it operates in. If a location lies beyond Solutions Squad Inc's standard Service Area, additional trip charges may apply. To determine if your location is within the Solutions Squad Inc standard Service Area, please call 305-677-2389 for information pertaining to standard Service Areas and applicable trip charges.

2) Telephone Support:

- (a) **Services:** Solutions Squad Inc will attempt to diagnose a problem and find a solution over the telephone for an applicable fee. In certain cases, however, problem diagnosis and support may not be completed because of a problem with your computer or its configuration that is beyond our control.
- (b) **User Responsibility:** You understand and agree that prior to contacting or allowing Solutions Squad Inc to perform diagnostic repair on your computer, it is your responsibility to back-up the information, data, software or other files stored on your computer disks and/or drives. You acknowledge and agree that Solutions Squad Inc shall not be responsible under any circumstance for any loss or corruption of data and/or software and/or business.
- (c) **Scheduling:** Standard service hours are Monday-Friday, 9 AM – 5 PM. Additional charges may apply for services outside of standard service hours or for unscheduled (emergency) service.

3) An Adult Must Be Present At Residences or Business:

For on-site services, a person of at least 18 years of age must be present during the entire time period services are provided. IF THE SOLUTIONS SQUAD INC TECHNICAL SUPPORT SPECIALIST ARRIVES AT THE SCHEDULED SERVICE TIME AND NO ADULT IS PRESENT, SERVICES MAY BE DENIED AND A \$110 CANCELLATION CHARGE WILL BE ASSESSED.

4) Additional Hardware or Software Install/Service:

This service is only available to customers who have already scheduled on-site service and are purchasing this as a second service. Approved services must be one of the following but not limited: software installation, software service, memory installation, sound/video card installation, network card installation, modem installation, CD/DVD-RW installation, or CD/DVD-ROM installation.

5) Backup Your Software and Data:

IT IS YOUR RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA THAT IS STORED ON YOUR COMPUTER'S HARD DISK DRIVE(S) AND/OR ON ANY OTHER STORAGE DEVICES YOU MAY HAVE PRIOR TO THE ARRIVAL OF THE SOLUTIONS SQUAD INC TECHNICAL SUPPORT SPECIALIST TO YOUR HOME OR BUSINESS. SOLUTIONS SQUAD INC AND/OR ITS THIRD PARTY SERVICE PROVIDER SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION OR CORRUPTION OF ANY SOFTWARE, DATA OR FILES.

If requested in writing, Solutions Squad Inc will attempt to backup requested data. Solutions Squad Inc will not attempt to backup software. Customer agrees that this is merely a secondary backup, but that Solutions Squad Inc cannot guarantee the successfulness of backup. If Solutions Squad Inc's backup did not work, Solutions Squad Inc will rely on customer supplied backup to restore data.

6) Minimum System Requirements:

- a) All computers to be networked must have a minimum of 50MB of hard disk space and 256 MB of RAM.
- b) Password(s) for operating system(s) and/or ISP must be available at the time of service.
- c) Microsoft Windows 98 SE operating system or greater.
- d) Operating System disc and Key Code must be available at the time of service.



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- e) All computers and/or peripherals to be networked/serviced must be in good working order and Spyware-free.
- f) For all broadband installations, the broadband services must be installed and operational prior to the time of service, including connections to any broadband modem.
- g) Broadband connections exclude DirecPC™ and DirecWay™ services.

7) Access:

The Customer shall provide, free and full access to the equipment and at no charge, the use of any machines, attachments or other equipment required to provide the specified maintenance services. The Customer shall provide at no charge, hardware documentation, system diagnostics, adequate working space, and electrical power and facilities in the immediate area of the equipment to be serviced and reasonable storage space for spare parts and materials. The Customer must also cooperate and consent to Solutions Squad Inc to enter property and work on system. IF SOLUTIONS SQUAD INC ARRIVES AT THE SCHEDULED SERVICE TIME AND DETERMINES THAT SOLUTIONS SQUAD INC DOES NOT REASONABLY HAVE THE ACCESS, COOPERATION, OR SAFE WORKING AREA DESCRIBED IN THE PREVIOUS SENTENCE, THEN SERVICES MAY BE DENIED AND A \$110 CANCELLATION CHARGE WILL BE ASSESSED.

8) Service charges:

Unless otherwise agreed upon, customer agrees to pay Solutions Squad Inc at a rate of \$110.00 per hour per Technical Support Specialist, with a minimum of one hour charged for services during Solutions Squad Inc's normal business hours (Monday – Friday 9:00 AM – 5:00 PM) and exclusive of any federal, state, local sales or excise taxes. After the initial one hour, customer will pay Solutions Squad Inc in one hour intervals, rounded to the nearest hour. This pricing is for Solutions Squad Inc labor only. Any replacement parts, programs, etc, will also be charged to the Customer by Solutions Squad Inc. Return trips constitute a new service call. Services provided by Solutions Squad Inc during non-business hours will have a surcharge of at least \$55.00 per hour.

9) Changes, Cancellations and Refunds:

To change your order you must contact Solutions Squad Inc at (305)-677-2389 and by email/or facsimile. You may cancel your order if you give Solutions Squad Inc at least 3 hours notice prior to the scheduled performance of services. Cancellations must be completed by calling (305)-677-2389 and emailing to cancellation@solutionssquad.com. The payment amount will be fully refunded in the manner the purchase was paid. A holding period of and not limited to 120 days may be imposed on all refunds depending on the order amount and irrelevant of service(s) or product(s) ordered. If you are not satisfied with your service: Please call (305)-677-2389 for resolution. We stand behind our Telephone Support services for 5 days. We stand behind our IN-HOME/OFFICE (On-Site) Service for 30 days. Once our Technical Support Specialist has left the premises of the work site, Solutions Squad Inc is not responsible for any newly arising problems, especially the re-infection of your computer with spyware, viruses, or pop-ups. If there is a problem with the service we provided and you notify us within the stated time period, we will work to remedy your problem quickly and at no additional cost where applicable. Solutions Squad Inc may, at its discretion charge a 25% restocking fee on all hardware items returned with full packaging within 30 days of purchase and in resale able condition. Hardware without full packaging and all software is non-returnable and all sales are considered final.

10) Efforts:

Solutions Squad Inc will use their best efforts to correct the problem/provide the service(s) in a timely matter. Customer understands that Solutions Squad Inc may be required to take items back to their office for further services.

11) Privacy:

Customer supplies telephone number, mailing address as well as e-mail and/or fax number to Solutions Squad Inc so Solutions Squad Inc can stay in contact with Customer. Solutions Squad Inc will, unless otherwise requested, send invoices to e-mail, if available, or by fax. If neither is available, Solutions Squad Inc can mail a hard copy. Solutions Squad Inc may use this information to send you information on products Solutions Squad Inc believes you may be interested in. Solutions Squad Inc may also make this information available to other divisions, subsidiaries, and/or affiliates of Solutions Squad Inc. However, we will never sell or lease your information to 3rd party organizations. If you do not want your information shared with other divisions, please e-mail Privacy@Solutionssquad.com.

12) Payment/Interest Charges/Bad Checks/Collections:



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Payment is due upon completion of work unless prior arrangements are made. Past due items are subject to a 5% late fee per month, with a minimum charge of \$25.00. Returned checks are subject to a \$50.00 return check fee, or the maximum allowed by law. All provisions of the applicable areas of Federal, State, and Local law will be followed and enforced for bad checks. All accounts which are more than 90 calendar days overdue may be overturned to a third party for collections. Client shall be responsible to all fees associated with collections efforts in addition to the aforementioned fees.

13) Exclusion of Warranty:

UNLESS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT, SOLUTIONS SQUAD INC, ITS PARENT, SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE FITNESS SUITABILITY OF THE EQUIPMENT ON WHICH THE SERVICES ARE PERFORMED, ON ANY MODIFICATIONS THEREOF FOR ANY SPECIFIC APPLICATION PERFORMANCE, RESULT OR USE, NO WARRANTY OR REPRESENTATION SHALL BE BINDING ON SOLUTIONS SQUAD INC UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SOLUTIONS SQUAD INC.

14) Enforcement:

This Agreement shall be binding upon both parties, and upon our respective heirs, successors, assigns, agents, employees and affiliates. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

The terms and provisions of this Agreement cannot be terminated, modified, or amended except in a writing signed by the party against whom enforcement is sought. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Any suit, action or proceeding arising out of or relating to this Agreement shall be commenced and maintained in any court of competent subject-matter jurisdiction in the State of Florida, with exclusive venue in Miami-Dade County, Florida. The prevailing party in any suit, action or proceeding to enforce this Agreement shall be entitled to recover from the other party its costs and expenses, including attorney's fees, costs and expenses.

All notices that shall be given by one party to the other, shall be in writing, and shall be presumed given or made to the other party if served either personally, if sent by facsimile or email (with confirmation of receipt) or if deposited in certified or registered mail. Any party hereto may change its address for the purpose of receiving notices or other communications by a written notice given in the manner of aforesaid to the other party hereto.

If any portion of this Agreement shall be deemed to be invalid, the invalid provision shall be deemed severed. Such invalidity shall have no effect upon the remaining provisions of this Agreement.

15) Limitations to Service:

SOLUTIONS SQUAD INC AND/OR ITS THIRD PARTY SERVICE PROVIDER RESERVES THE RIGHT TO REFRAIN FROM PROVIDING ANY 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 SOLUTIONS SQUAD INC AND/OR ITS THIRD PARTY SERVICE PROVIDER.

16) Force Majeure:

If Solutions Squad Inc and/or its third party service provider's ability to render services is impaired by you or circumstances beyond the control of Solutions Squad Inc and/or its third party service provider, Solutions Squad Inc and/or its third party service provider may choose not to provide services.

17) Assignment:

Solutions Squad Inc may assign this Agreement or any portion hereof without Customer's prior consent and all of Solutions Squad Inc's rights, title, and interest here in shall inure to the benefit of such assignee, his successors and assigns. The Customer except with the written consent of Solutions Squad Inc, which consent shall not be unreasonably withheld, shall not



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assign this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18) Entirety:

This Agreement contains the entire Agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous Agreement related to such matters. Only a written instrument signed by an amendment to be executed by the parties may modify this Agreement. Any breach of this contract, under any section, will result in immediate interruption of service, revocation of any performed services at Solutions Squad Inc's sole discretion.

19) Delay Is Not Waiver:

No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

20) Headings:

The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

21) Limitation of Remedy:

UNDER NO CIRCUMSTANCES SHALL SOLUTIONS SQUAD INC AND/OR ITS THIRD PARTY SERVICE PROVIDER 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 BUSINESS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF, OR RELATED TO, THE SERVICES PROVIDED BY SOLUTIONS SQUAD INC AND/OR ITS THIRD PARTY SERVICE PROVIDER OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE YOUR COMPUTER EQUIPMENT, HARDWARE, SOFTWARE, PERIPHERALS, OR THE NETWORK RESULTING FROM THE SERVICES PROVIDED HEREUNDER.

22) Release of Liability:

BY SIGNING AN ESTIMATE AND/OR AN INVOICE YOU AFFIRMATIVELY RELEASE AND HOLD HARMLESS SOLUTIONS SQUAD INC 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 ANY DATA, BUSINESS, AND THE NON-FUNCTIONING OF ANY COMPONENT OR ELEMENT OF YOUR COMPUTER EQUIPMENT OR PERIPHERALS RESULTING FROM SOLUTIONS SQUAD INC AND/OR ITS THIRD PARTY SERVICE PROVIDER'S AGENTS, VENDORS, 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.