

## **Terms Of Service or Repair**

The following are the terms and conditions for use of K&S. Please read them carefully. Our service is offered to you with the condition that you accept without modification the terms and conditions contained herein. K&S may change these Terms of Service at any time, with or without notice.

Accordingly, you should return to this Website often to check for changes to the Terms of Services. You understand that by using the service after a change becomes effective, you have agreed to it. By obtaining services from K&S, you are indicating your agreement to be bound by all of the terms and conditions set forth in this document. These terms and conditions state important requirements regarding your use of K&S computer support service and your relationship with K&S. You should read them carefully as they contain important information.

## 1. General:

These Terms of Service are entered into by and between you, the customer (personally and/or on behalf of your employer, as applicable) and K&S. You are deemed to have accepted this Agreement upon the earlier of: (i) your submission of an online or telephone request for service; (ii) your accepting the Terms of Service electronically during registration or in the course of initiating a support session whether online, by telephone or on-site; or (iii) your use of the Service. This Agreement is made up of the terms below, plus the Privacy Policy, all attachments to this Agreement, and the other policies and materials specifically referred to in these Terms of Service, all of which are incorporated herein by reference. The Agreement and related policies are also set forth on the K&S website ([www.kleinandsons.com](http://www.kleinandsons.com)). The Agreement sets forth the terms and conditions under which you agree to use the Service, and under which K&S will agree to provide the Service to you.

## 2. Definition of Service:

For purposes of this Agreement, the term "service" shall mean the K&S services, including all technical support provided by K&S under the service option that you have selected. The Service may be referred to as, "Remote Computer Repair," "Online Computer Repair," "Remote Technical Support," "Online Technical Support," "Tech Support," "Computer Support" or "Computer Repair Services."

## 3. Pricing and Payments:

K&S fees and charges for the service you select are provided to you during the ordering process and are available on the K&S website unless otherwise provided for in this Agreement. You agree to pay the charges applicable to your selected service, as well as any, applicable taxes and other charges including but not limited to initial fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest, and charges due to insufficient credit or insufficient funds.

3.1 K&S will make every reasonable attempt to troubleshoot, analyze, assess, correct or otherwise fix your computer, network or other problem. If K&S is unable to resolve your computer problem if it turns out to be hardware related, you may still be liable for charges for time spent by K&S in an attempt to correct a problem.

3.2. K&S I acknowledge that when my unit is ready there will be a contact attempt. After the 2nd contact attempts via phone with or without a message left there will be a late fee added to your bill of \$5 per day but not to exceed \$150 for the 30 days. On the 30th day if unit is still unclaimed after 30 days of the 2nd contact attempts via phone with or without a message left will become property of K&S. Once K&S has full ownership of my unit it may be sold to cover cost of parts/ repairs & the late fees. The remaining balance if not met by the sale will still be the responsibility of the customer.

3.3. All payments are expected to be collected at the beginning of the Online Computer Repair call. The technician will calculate the total amount due based on the service fee. Upon completing the repairs, the technicians will explain to the customer what has been done and demonstrate that the problem described by the customer prior to the start of the repairs has been fixed.

3.3. If a technician discovers an un-foreseen computer problem which requires additional cost to fix and the customer declines the repairs, the payment for the original service is expected as calculated by the technician using the fixed rate.

#### 4. Limitation on liability:

In no event shall K&S and/or its respective suppliers be liable for any consequential, direct, incidental, indirect, punitive, special or other similar damages or any damages resulting from loss of use, or loss of data, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of materials or services available from the site, even if the possibility of such damages could have been foreseen by K&S and is not responsible for any injuries sustained by users because of or as a result of any service.

#### 5. Data Backup:

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 service performed on your computer. K&S 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.

K&S reserves the right to revise, amend, or modify this Terms of Service and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on this website.