



TERMS AND CONDITIONS

Service Guarantee

The Best Geeks (the "Company") their consultant(s) and/or a third-party service provider (as may be authorized by the Company as may be described on the invoice) (collectively or singularly, a "Company Provider") take pride in delivering the best possible customer experience. Along with offering high-quality products, Company Providers offer outstanding service that comes with a **limited 15-day guarantee**. If, at any point during those 15 days, you have a recurrence of the problem originally fixed by a Company Provider, we will gladly correct the problem at no additional charge to you. Please note that if the problem is not the result of the failure of the original repair, then the usual fees will apply. Further, this guarantee does not apply to any new problems that may have arisen after a Company Provider completes the original work.

If the problem you are having is a direct repetition of the exact problem which caused you to request service from a Company Provider, then you may be eligible for free service. However, if the problem is different and can even be traced back to the work a Company Provider did to fix the original problem, you will be charged for any Company Provider service. No Company Provider is authorized by the Company to make any modification, extension, or addition to any warranty provided through these Terms and Conditions. Refunds related to products purchased are solely within the discretion of the Company Provider from whom such product(s) was purchased.

All third-party software and hardware sold by a Company Provider is offered and sold "as is." Please consult the manufacturer for the terms and conditions of the warranty for these products.

What is Covered by the Service Guarantee?

The Service Guarantee described herein only covers errors in the actual work services performed by Company Providers. This Service Guarantee is for a period of 15 days from the original date of service as indicated on the invoice.

What is not Covered by the Service Guarantee?

This warranty does not apply to any recommendations that a technician makes to the customer, either expressed or implied. In addition, this warranty does not apply to the services recommended by a technician that are not consented to by the customer. Also, this warranty does not cover items outside of anyone's control, such as (but not limited to):

Software or hardware failure of any third-party product purchased through a Company Provider, whether or not installed through any third party regardless of whether a Company Provider installed or recommended it.

Adware, spyware and/or virus infections, whether recurring and whether appropriate recommendations were followed in an attempt to avoid future infections at the time any service is offered or provided.

Third-party peripherals, hardware, software, or accessories.

Problems that result from:

Customer content

External causes, such as accidental abuse, misuse, acts of war, vandalism, acts of God, or problems with electrical power.

Problems resulting where the original service offered by a Company Provider is modified by someone other than a Company Provider and/or authorized by the Company.

Usage that is not in accordance with product instructions

Problems caused by using accessories, parts, or components of a third-party nature

Products and services for which the Company has not received payment.

Additional problems that a Company Provider was unable to diagnose and did not charge for initially.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND ANY REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, THE COMPANY, FOR ITSELF AND ANY COMPANY PROVIDER, SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF EITHER THE COMPANY AND/OR A COMPANY PROVIDER CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY THE COMPANY IN ITS SOLE DISCRETION.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR A COMPANY PROVIDER IS RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED. INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY; ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM(ING) OR DATA STORED OR USED WITH SERVICES APPLY TO DEATH OR PERSONAL INJURY CLAIMS. THE COMPANY AND ANY COMPANY PROVIDER DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT OR SERVICE UNDER THIS WARRANTY OR MAKE A PRODUCT OR SERVICE EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

Limited Liability

I have authorized the Company and/or Company Providers to perform all work necessary to service my computer, including, but not limited to, all hardware, software, and peripheral equipment. I agree to cooperate and to provide a safe working environment and all reasonable technical needs as required for service.

YOU UNDERSTAND AND AGREE THAT THE COMPANY AND/OR ANY COMPANY PROVIDER MAY AT ANY TIME REFUSE OR DISCONTINUE SERVICE FOR ANY REASON. IN NO EVENT SHALL THE COMPANY OR ANY COMPANY PROVIDER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES, COSTS, LOST PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR ANY OTHER LIABILITY ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE COMPANY AND/OR ANY COMPANY PROVIDER. YOU UNDERSTAND AND AGREE THAT IT IS SOLELY YOUR RESPONSIBILITY TO SAVE OR BACKUP ALL DATA AND SOFTWARE THAT MAY BE STORED ON OR IN YOUR COMPUTER OR ANY PERIPHERAL DEVICE OR EQUIPMENT AND THAT THE COMPANY NOR ANY COMPANY PROVIDER SHALL BE RESPONSIBLE IN ANY WAY FOR ANY LOSS, ALTERATION, MODIFICATION, OR CORRUPTION OF SUCH DATA AND SOFTWARE OR ANY RELATED DAMAGE TO EQUIPMENT. YOUR EXECUTION OF THIS INVOICE AUTHORIZING THE COMPANY AND/OR ANY COMPANY PROVIDER TO PERFORM THE SERVICES REQUESTED SHALL AFFIRMATIVELY RELEASE THE COMPANY AND ANY COMPANY PROVIDER FROM, AND EVIDENCE YOUR AGREEMENT TO HOLD SUCH PARTIES HARMLESS AGAINST, ANY LIABILITY FOR ANY LOSS, ALTERATION, MODIFICATION, OR CORRUPTION OF SUCH DATA AND SOFTWARE OR ANY RELATED DAMAGE TO EQUIPMENT RESULTING FROM SERVICE PROVIDED BY THE COMPANY OR ANY COMPANY PROVIDER.

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OUR
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