

Gilman Computer Services Terms and Conditions

PHONE SERVICES

(a) Your Responsibility: You understand and agree that prior to contacting or allowing Gilman Computer Services to perform diagnostic repair or other services 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 Gilman Computer Services shall not be responsible under any circumstance for any loss or corruption of data and/or software.

SERVICE LIMITATIONS; LIABILITY

(a) LIMITATIONS TO SERVICE: GILMAN COMPUTER SERVICES RESERVES THE RIGHT TO REFRAIN FROM PROVIDING ANY OR ALL REQUESTED PHONE SERVICES AND IN HOME SERVICES AND INSTEAD REFUND YOUR PAYMENT, WHOLLY OR IN PART, ON THE BASIS THAT YOUR TECHNICAL NEEDS OR OTHER REQUIREMENTS ARE UNUSUAL OR EXTENSIVE AND BEYOND THE SCOPE OF THIS SERVICE AGREEMENT AS REASONABLY DETERMINED BY GILMAN COMPUTER SERVICES.

(b) LIMITATION OF LIABILITY: To the extent permitted by law, you agree that Gilman Computer Services total liability for damages related to its phone services and in home services is limited to the total amount you pay for the phone services, and you release Gilman Computer Services from liability for any indirect, incidental, special, or consequential damages. Gilman Computer Services IS NOT LIABLE FOR LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR FOR YOUR INABILITY TO USE YOUR COMPUTER EQUIPMENT OR OTHER PRODUCT.

PRIVACY POLICY

For information about the collection and use of your information, please refer to Gilman Computer Services Policy, which is available at www.gilmancomputerservices.com/privacypolicy.aspx or by contacting Gilman Computer Services at 781-389-2902.

Terms and Conditions

PAY FOR SUPPORT

(a) Services: Gilman Computer Services will attempt to diagnose and solve problems over the telephone for an applicable fee. In certain cases, however, this may not be possible because of problems with your computer or its configuration that are beyond our control.

(b) User Responsibility: You understand and agree that before Gilman Computer Services performs diagnostic repair 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 Gilman Computer Services shall not be responsible under any circumstance for any loss or corruption of data and/or software.

IN-HOME COMPUTER SERVICE

RESPONSIBILITY

It is your responsibility to back up all software and data on your computer's hard drive(s) and/or any other storage devices before the a representative from Gilman Computer Services arrives. Gilman Computer Services 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.

PAY-FOR-SUPPORT AND IN-HOME SERVICE TERMS

SERVICE LIMITATIONS

Gilman Computer Services reserve the right to refrain from providing any or all services ordered and refund the customer's payment, wholly or in part, if minimum system requirements are not met or if technical conditions (such as wiring difficulties or physical barriers) or customer requirements are unusual or extensive.

LIMITATION OF REMEDY

Under no circumstances shall Gilman Computer Services 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 Gilman Computer Services or out of the installation, de-installation, use of, or inability to use your computer equipment, hardware, peripherals, or the network as a result of the services provided hereunder.

Gilman Computer Services shall not be liable for any failure or delay in performance due to any cause beyond its control. If Gilman Computer Services ability to render services is impaired by your failure to cooperate or circumstances beyond the control of Gilman Computer Services, Gilman Computer Services may choose not to provide services. Service can also be denied if dangerous or unhealthy conditions are present including possible code violations. For any un-installation services provided, Gilman Computer Services shall not be responsible for repairing any damage or changes made to your residence.

LIMITATION OF LIABILITY & RELEASE

By signing the form on the opposite side of this page, you agree to release and hold harmless Gilman Computer Services from and against any loss, liability, or damage, including without limitation, any indirect, incidental, special or consequential damages, expense, costs, profits, lost savings or earnings or liability that you, the owner, or lessee may suffer arising out of, or related to, the services provided by Gilman Computer Services. This includes but is not limited to data loss or lack of function in any component or element of your computer system and/or peripherals, any changes or alterations to your residence (for example, changes to walls, baseboards, floors, etc.) as a result of Gilman Computer Services regardless of the warranties, disclaimers, and waivers particular service and shall constitute liquidated damages and are a reasonable estimate of damages to you. Some states do not allow limitations or release of certain damages or liability, so the above limitation of liability and release may not apply to you.