

The following are the terms and conditions for use of Protech Systems services. Please read it carefully. Our service is offered to you with the condition that you accept without any modification the terms and conditions contained herein. Protech Systems may change this Terms of Service at any time with or without notice. By obtaining services from Protech Systems 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 Protech Systems services. You should read it carefully as it contains important information regarding your rights and ours.

1. General

These Terms of Service (the "Agreement") are entered into by and between you, the customer (personally and/or on behalf of your employer, as applicable) ("you", "your" or "subscriber") and Protech Systems ("us" or "we"). You are deemed to have accepted this agreement upon the earlier of: (i) your submission of an online or telephone request for service; (ii) you accepting the Terms of Service during the course of initiating a support session whether online by telephone or on-site; (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 Protech Systems website (www.protechsystems.us). The Agreement sets forth the terms and conditions under which you agree to use the Service and under which Protech Systems agrees to provide the Service to you.

2. Definition of Service

For purposes of this Agreement, the term "Service" shall mean the Protech Systems services, including all technical support provided by Protech Systems under the service option that you have selected.

3. Pricing and Payments

Protech Systems fees and charges for the service you select are provided to you during the ordering process and are available on the Protech Systems website unless otherwise provided for in this Agreement. You agree to pay the fees 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. Payment in full for the actual cost and the final sum owed is due upon service completion.

3.2. Protech Systems will make reasonable attempt to troubleshoot, analyze, assess, correct or otherwise fix your computer, network or other problems. If Protech Systems is unable to resolve your computer problem and it is determined in the course of the diagnostics that the problem on your computer is hardware related Protech Systems will notify you of this, you may take the hardware to a repair store of your choice or authorize Protech Systems to try and repair the hardware for additional cost (no adequate estimate of that expense can be determined without

actually testing the hardware); if no repair is authorized you may still be liable for diagnostic fee and for time spent by Protech Systems in an attempt to correct a problem.

3.2. 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.

3.4. All payments are expected to be collected at the beginning of 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 what has been done and demonstrate that the problem described by the customer prior to the start of the repairs has been fixed.

4. Warranty

In servicing your computer, Protech Systems warrants that service will be performed in a professional and timely manner. All services with the exception of virus removal, spyware removal, adware removal and malware removal are warranted for a period of 14 days labor. Replacement parts are covered by the manufacturer and not Protech Systems, if any issue arises in regards to replaced part you (the customer) will have to contact the manufacturer.

THIS WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL SERVICES PERFORMED FOR YOU BY PROTECH SYSTEMS. PROTECH SYSTEMS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH ITEMS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. IF PROTECH SYSTEMS CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY ONLY.

5. Limitation on liability

In no event shall Protech Systems 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 Protech Systems, Protech Systems is not responsible for any injuries sustained by users because of or as a result of any service.

6. Data Protection

It is your (the customer's) responsibility to backup all data and software that is stored on your computer's hard disk drive(s) and/or on any other storage devices you may have prior to authorizing service performed on your computer. Protech Systems and/or its third party service

providers shall not be responsible at any time for any loss, alteration or corruption of any software, data or files.

Protech Systems 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 www.protechsystems.us website.

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