

Think Smart Computers Service Liability Statement

WHAT WE DO

- Think Smart Computers will use its best efforts to resolve customers technical problems in a professional, reasonable and timely manner, taking into consideration the circumstances and nature of the technical problems. Response times may be delayed due to research and inquiries, as may be necessary. Think Smart Computers does not assure that every request for technical support will be resolved. Think Smart Computers consultations constitute only advice and suggestions. Technical problems may be a result of software or hardware failure, corruption or user error and may not be correctable.
- Think Smart Computers reserves the right to refrain from providing any or all services ordered and refund your payment, wholly or in part, if minimum system requirements are not met or if technical conditions or customer requirements are unusual, extensive, or beyond the scope of this service agreement as reasonably determined by Think Smart Computers.

YOUR RESPONSIBILITY

You understand and agree that prior to contacting or allowing Think Smart Computers 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 Think Smart Computers shall not be responsible under any circumstance for any loss or corruption of data and/or software. You agree to pay fees in accordance with Think Smart Computers rates and policies.

PROPERTY LEIN

You understand that your property will not be returned to you, the customer, until payment in full is made. Any property or item(s) abandoned for a period of thirty days that are still in the custody of Think Smart Computers shall be forfeit by you and shall become the exclusive property of Think Smart Computers even if the bill has been paid. Think Smart Computers reserves the right to sell, destroy, recycle, part out or keep this property at its sole discretion at any time after the thirty day period has passed.

FORCE MAJEURE

If Think Smart Computers ability to render services is impaired by circumstances beyond the control of Think Smart Computers, Think Smart Computers may choose not to provide services.

LIMITATION OF REMEDY

- Think Smart Computers will not be held responsible for any problems arising from third party software installed on your computer by our technicians, you, or other third party.
- Think Smart Computers will not be held liable for lost data due to hardware failure, virus, spyware, corruption or any other situation. If any problems with third party software or hardware arise, it is your responsibly to obtain support from the manufacturer of the product at fault. Under no circumstances shall Think Smart Computers 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 Think Smart Computers 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.
- Think Smart Computers shall not be liable for any failure or delay in performance due to any cause beyond its control. If Think Smart Computers ability to render services is impaired by your failure to cooperate or circumstances beyond the control of Think Smart Computers, Think Smart Computers may choose not to provide services.

LIMITATION OF LIABILITY & RELEASE

- By signing our form, you will agree to release and hold harmless Think Smart Computers 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 Think Smart Computers. 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 as a result of Think Smart Computers actions or the actions of its agents, partners, and/or third-party service providers.
- All services shall be guaranteed for thirty (30) days, however if the issue resurfaces and is discovered by Think Smart Computers to have been caused by negligence or misuse on behalf of the customer or other third party, Think Smart Computers shall not be held responsible, and the foregoing guaranty will be nullified. You agree that Think Smart Computers total liability for damages related to its provision of services is limited to the total amount you pay for such services, and you release Think Smart Computers from liability for any indirect, incidental, special, or consequential damages.

THINK SMART COMPUTERS IS NOT LIABLE FOR LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR FOR YOUR INABILITY TO USE YOUR COMPUTER EQUIPMENT OR OTHER PRODUCT.

Signed

Date