

Geek Central

507-330-0825

Standard Service Terms & Service Charges

Updated: 1 November 2017

Normal Business Hours

Our normal business hours are Monday through Friday, 10:00 AM until 4:30 PM.

Urgent call outs – after normal business hours are also available subject to availability.

Geek Central charges a \$40.00 diagnostic fee for all declined work.

Spyware & Antivirus Removal

\$140.00 Flat Rate.

Shop Rate

\$140.00 per hour.

On Site Residential Rate

\$140.00 per hour.

On Site Small Business / Home Office Rate

\$150.00 per hour.

On Site Commercial Rate

\$150.00 per hour.

On Site After Hours Rate

After normal business hours \$255.00 per hour.

We have a minimum charge of 1 hour and bill in units of 1 hour.

For onsite work - Charges begin from when we leave our office and end when our staff returns to our office.

Spyware & Antivirus Removal Rates

Geek Central virus and spyware removal is a flat rate of \$140.00 regardless of the time spent. Included in this service is both the removal of virus and spyware infections as well as the application of Microsoft Windows updates for those customers running Microsoft Windows 7, Windows 8.1, Windows 10, Windows 2003 Server or Windows 2008 Server. In the event a customer requests further work after the above services have been completed the normal billable rates will apply. **WE NO LONGER SERVICE MACHINES RUNNING MICROSOFT WINDOWS XP or MICROSOFT WINDOWS VISTA.**

If virus or spyware infections are found, no refunds will be made regardless of other issues including hardware failure.

Privacy & Security of Customer Information

Geek Central respects the privacy of our customers. We do not give out customer information to anyone without your prior written consent.

We use state of the art technology to keep our customer's information secure.

Often during the course of our work we learn customer's sensitive information including administrator passwords, firewall setups, financial systems, etc. This information is kept in the strictest of confidence and is not divulged without the express written consent of the customer.

Payment Terms

Our standard payment terms are strictly payment on delivery for all hardware and software items unless otherwise arranged. Consultancy and installation charges are to be paid at the end of each visit.

Overdue Accounts

In cases of non-payment, a late fee of \$10.00 per month will be added to the previous balance and shall be payable by the purchaser to Geek Central. An account is considered overdue if not paid for within 60 days of the date the invoice was generated. After six months the delinquent account will be turned over to collections and no further credit will be extended. All work requested in the future will require prepayment. The purchaser shall on demand reimburse **Midwest Communication and / or Geek Central** for all costs, expenses or other sums reasonably incurred in this, including court costs and attorney fees.

Ownership of Goods

All goods remain the property and title of **Midwest Communication and / or Geek Central** until paid for in full. The customer agrees that if payment becomes overdue, **Midwest Communication and / or Geek Central** and its agents may recover all goods and enter the customer's premises for that purpose. **All computers and other hardware not claimed after 45 days will be recycled.**

Warranty

The original importer and distributor or manufacturer warrants all goods. Unless specifically stated - all warranties are returned to them. This means the item(s) must be returned freight paid to **Midwest Communication and / or Geek Central** who will then forward the item(s) to the respective importer & distributor or manufacturer for repair or replacement. Onsite service where you do not have an onsite warranty is charged for at our standard consultancy rates.

In the case of a hard drive replacement that is covered under warranty (This means hard drives sold AND installed by Geek Central.) **Midwest Communications and / or Geek Central** will only reload the hard drive with a customer provided operating system once at no charge.

Additional requests to reload a hard drive, even one that was replaced under warranty, will be billed at our normal rate of \$140.00 – In any case, if Geek Central decides to refund the customer for the cost of a hard drive that has failed under warranty, no refund will be provided for the "Erase and Reload" fees.

Warranty only covers hardware. It does not cover software installation, setup and configuration. Installation, labor and consultancy charges are not part of a hardware warranty. You must implement a protection system (Backups, power protection, UPS, hard disk mirroring, RAID, antivirus software and system firewalls, etc.) that will recover your software setup, data and configuration that is consistent with your needs.

To do this – **you** need to plan for disaster recovery and identify your needs **before** a disaster happens.

Arbitration

All disputes, claims, or controversies arising from or relating to this contract or the relationships which result from this contract shall be resolved by binding arbitration with one arbitrator selected by us with consent of you.

THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL.

The parties agree to and understand that the arbitrator shall have all of the powers provided by law and this contract.

These powers shall include all legal and equitable remedies, including, but not limited to, monetary damages, declaratory relief, and injunctive relief.

Exclusions from Arbitration

You and **Midwest Communications and / or Geek Central** agree that any claim filed by you or by Geek Central in "**Small Claims Court**" are not subject to the arbitration terms contain in this section.

Class Action Waiver

ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND **MIDWEST COMMUNICATIONS AND / OR GEEK CENTRAL** SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

THIS PROVISION IS NOT APPLICABLE TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

Quotation & Pricing Notes

Quotations are as accurate as possible at the date and time issued. We cannot hold this or any other pricing estimate or quotation given valid for any time period. Our prices are based on costs from our suppliers, which can and do change. Therefore all prices quoted are subject to change without notice.

Reasonable care will be taken in preparing our quotations – errors and omissions are possible. Costs are prepared on the basis of information supplied to **Midwest Communication and / or Geek Central**.

If this information is inaccurate – our quotation can be also be incorrect.

Estimates on the number of hours to set-up and install a computer system depend on many variables:

- How much help is given during the installation.
- Your own computer knowledge level and understanding.
- Complexity of the software options you may decide to take.
- No upgrades required to existing systems, hardware or software.
- Readiness of phone lines, internet connection, passwords and availability of power.
- Easy access to computers, offices, equipment and staff during installation.
- The expectation of no existing faults. (This includes existing computers, cabling, software configurations.)