

Authorization

This Agreement sets forth the terms and conditions under which Customer has authorized Wahkiakum West to perform diagnostic, repair and/or other services (collectively, "Repair Services") on Customer's hardware and/or network device, including but not limited to all hardware, software, disk drives, data storage devices, digital content, memory, CPU, power supply, video cards, network interfaces, ports, routers, network hubs or switches, cables, and monitors associated with it (collectively, the "System"), in order to resolve, or attempt to resolve, computer, network or internet access related problems or technical support issues. Customer represents that he or she is at least eighteen (18) years old and is the legal owner of the System delivered for Repair Services or is authorized by the legal owner of the System to enter into this Agreement. Customer acknowledges that a fee may be charged for Repair Services. Wahkiakum West will contact Customer to obtain authorization for any repairs exceeding the estimated charge amount specified on page 1 of this Agreement.

Data Back-Up

Customer understands and agrees that prior to delivering the System to Wahkiakum West for the performance of diagnostic, repair, or other services, it is Customer's responsibility to back-up all data, software, information and other files stored on the System, including its data storage devices. Wahkiakum West shall not be responsible under any circumstance for any loss or corruption of data and/or software stored on the System, and Customer understands and acknowledges that Wahkiakum West's performance of Repair Services may result in damage to, or removal or destruction of, data stored on the System, including, but not limited to, configuration, archives, files, programs, documents, pictures or any other information stored on the System (collectively, "Data"). In no event shall Wahkiakum West be responsible or liable for any loss of Data, restoration of Data, Data back-ups, or backup media as a result of any loss of or damage to or alteration of Data that may occur while the System is in Wahkiakum West's possession or control. Customer authorizes Wahkiakum West to reformat any System storage device, including any System hard drive if, in the judgment of the person or persons performing the Repair Services, such reformatting is necessary.

Repair Services Warranties and Indemnification

1. Wahkiakum West warrants the labor component of its Repair Services to be free from defect for thirty (30) days following the return of the System to Customer. If the System fails during this warranty period due to inadequacy or defect in such labor component and the System is returned to Wahkiakum West prior to the expiration of said thirty (30) days, Wahkiakum West will, perform for Customer, free of charge, the labor required to resolve the original problem. Wahkiakum West warrants parts it provides in performing Repair Services to be free from defect for thirty (30) days following the return of the System to Customer; thereafter the warranties provided by the manufacturer of the parts furnished by Wahkiakum West shall apply. Labor and parts required as a result of any one or more of the following causes are excluded from this warranty and, if provided by Wahkiakum West, shall be billed to Customer at Wahkiakum West's standard rates: Customer misuse of any System equipment; installation of software upgrades or revisions; viruses, spyware, or other malicious software; accident, neglect, or abuse; environmental conditions, lightning, or failure or fluctuation of electrical power; use of the System equipment in a manner for which it was not intended or designed; and failure to follow the manufacturer's recommendations regarding use of the equipment.

2. Wahkiakum West shall not be responsible for any damages or costs incurred by Customer or any other party arising out of Wahkiakum West's performance or non-performance of any Repair Services or the unavailability of any Repair Services, including, but not limited to, damages to the System, other computers, or related devices owned by Customer or any other person or entity, and/or network devices that may connect with the System; damages caused by viruses; lost profits or revenue; damages caused by loss of clients, loss of use of computer programs, or loss of data; costs of recovering programs or data; claims by third parties; costs arising from loss of data from delays, non-deliveries, misdeliveries; or costs incurred from service interruptions, negligence, theft of the System, or errors or omissions of Wahkiakum West or third parties with whom Wahkiakum West may contract to provide or assist with Repair Services. Wahkiakum West shall not be liable for any indirect, special, incidental, or consequential damages arising out of Repair Services or any failure to provide Repair Services, even if it has been advised of the possibility of such damages. In no event shall Wahkiakum West's liability exceed the amount paid by Customer for Repair Services under the order to which these terms and conditions are appended.

3. Wahkiakum West shall not be liable to Customer or any other person or entity for any hardware failure that occurs during, or as a result of, Repair Services. Customer understands and acknowledges that cleaning, rescuing or repairing the System provides no assurance that the System could not become infected (or reinfected), hacked or otherwise compromised at a later date.

4. Customer shall indemnify and hold harmless Wahkiakum West and its affiliates, successors and assigns, and its and their respective officers, directors, owners, employees, agents, representatives and attorneys from and against any and all claims for damages resulting from, or alleged to result from, Repair Services or any deficiency or lack of Repair Services brought by Customer or any third party, and any all costs (including reasonable attorney's fees) arising from any such claim or from the presence on the System of any unlawful material or any material that infringes upon any copyright or other intellectual property right of any third party.

Billing and Payment Practices

1. Prices, fees and services of Repair Services are subject to change without notice.

2. Unless otherwise agreed by Wahkiakum West, Customer shall pay all charges for Repair Services prior to delivery to Customer of the System. At the option of Wahkiakum West, charges for Repair Services may be included in bills rendered to Customer by Wahkiakum West (or a related business, including Wahkiakum West Telephone and Wahkiakum West Internet) for other services. In such an event, the bill, including charges for Repair Services, shall be governed by and shall be payable in accordance with the terms and conditions, as amended from time to time, that govern charges for other services provided to Customer by the business rendering the bill.

Customer's Abandonment of System

Any System that Customer leaves in Wahkiakum West's possession for more than 90 days shall be deemed to have been abandoned by Customer and shall become the property of Wahkiakum West.

Jurisdiction, Arbitration, and Attorneys' Fees

This Agreement is governed by Washington State law without regard to conflict of law provisions. The federal and state courts located in or having general jurisdiction over Wahkiakum County, Washington alone shall have jurisdiction over all disputes arising out of or related to this Agreement and the Repair Services. Customer consents to the personal jurisdiction of such courts with respect to such matters. The prevailing party in any legal proceeding arising out of or related to this Agreement and/or the Repair Services shall be awarded its, his, or her reasonable attorneys' fees and costs incurred in such dispute, including costs of the arbitrator and attorneys' fees.

Miscellaneous

Customer's request that Wahkiakum West perform the Repair Services constitutes his or her acceptance of these Terms and Conditions and agreement to pay for the Repair Services.