

WHOLISTIC TECH SUPPORT & CONSULTING

TERMS OF SERVICE

Revised on 12/30/2014

1. DESCRIPTION OF SERVICE

These terms & conditions comprise the entire agreement between you "Customer" and us or we "Wholistic Tech Support & Consulting" with respect to the Service that we provide to you. We deliver wholistic tech support & consulting to the Customer on all eligible devices which include desktop computers, laptops, tablets, mobile devices & anything with an internet connection.

Customer shall receive Wholistic Tech Support & Consulting services as related to any technology that may be supported in person, via remote access, or via phone. A reliable high-speed internet connection is required for remote access support. Appropriate time for research may be required.

Customer may have existing support agreement(s) with other vendor(s) of a product and/or device that the customer has purchased. Wholistic Tech Support & Consulting can help the customer navigate technology issues and can serve as the customer's technical representative if asked. In short, Wholistic Tech Support & Consulting wants to be your "single point of contact" for all technology or technology related needs.

2. CUSTOMER'S RESPONSIBILITY TO BACK-UP DATA

Customer agrees that prior to Wholistic Tech Support & Consulting servicing any Customer equipment it is Customer's responsibility to (1) back-up the data, software, information or other files stored on Customer's computer disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera, mobile devices and/or on any other electronic storage device; and (2) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Customer's equipment.

3. LIMITATIONS TO SERVICE

Wholistic Tech Support & Consulting shall not be liable for any failure or delay in performance due to any cause beyond its control. Wholistic Tech Support & Consulting and/or its third party service providers reserve the right to refrain from providing the Services ordered and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the Customer are unusual or extensive or beyond the scope of these Service Terms, as determined by Wholistic Tech Support.

If a customer contacts Wholistic Tech Support & Consulting for service via phone/website, we strive to reply to the request within 48 hours. Our response can be expected between the hours of 6PM to 9PM ET on weekdays and 1:00PM to 9PM ET on weekends. The time to deliver a service is to be decided on a case by case basis. Requests for services can be placed 24 hours a day on our website.

4. PRIVACY POLICY

It is Wholistic Tech Support & Consulting's policy to respect the privacy of its Customers. We will not voluntarily disclose or sell the Customer's data. The Customer's data belongs to the Customer and not to Wholistic Tech Support & Consulting.

5. PAYMENT

All services are month to month, Customer may pay in advance for up to one year. Customer may cancel the service at any time and for any reason. Refunds will be given only for whole months paid in advance. No partial-month or past-month refunds will be given. Wholistic Tech Support & Consulting reserves the right to modify or discontinue the service with or without notice to Customer. In the event of discontinued service, Wholistic Tech Support & Consulting will make a good-faith effort to refund fees that have been paid in advance. Wholistic Tech Support & Consulting shall not be liable to Customer or any third party should Wholistic Tech Support & Consulting exercise its right to modify or discontinue the service.

6. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless Wholistic Tech Support & Consulting (and its affiliates and their respective officers, directors, employees and agents) from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses, (including but not limited to cost of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, or arising from: (a) Customer's breach of this Agreement; (b) Customer's actual or alleged infringement of any patent, copyright, trademark, trade secret or other property or contract right of any other person; (c) Customer's actual or alleged failure to promptly pay sums due Wholistic Tech Support & Consulting or third parties; (d) Customer's failure to comply with applicable laws, regulations or ordinances; or (e) the acts or omissions of Customer (or its officers, directors, employees or agents).

7. DISCLAIMER OF WARRANTIES

Customer expressly agrees that use of the service is at customer's sole risk. The service is provided on an "AS IS" and "AS AVAILABLE" basis. Wholistic Tech Support & Consulting expressly disclaims all warranties of any kind, whether express or implied.