

NOTICE – THIS IS A LEGALLY BINDING AGREEMENT. READ THIS CAREFULLY BEFORE SIGNING. PLEASE FEEL FREE TO CONSULT WITH LEGAL COUNSEL OF YOUR CHOICE. ALTERATIONS TO THIS DOCUMENT OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CROSS OUTS, ARE NOT PERMITTED.

THESE TERMS OF SERVICE APPLY TO SERVICES ("PAY FOR SUPPORT" AND "IN-HOME SERVICE") ORDERED FROM ACS OVER THE PHONE OR ONLINE.

TERMS AND CONDITIONS

PAY FOR SUPPORT

(a) Services: ACS will attempt problem diagnosis and a solution over the telephone for an applicable fee. In certain cases, however, problem diagnosis and support may not be completed because of a problem with your computer or its configuration that is beyond our control.

(b) User Responsibility: You understand and agree that prior to contacting or allowing ACS to perform diagnostic repair 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 ACS shall not be responsible under any circumstance for any loss or corruption of data and/or software.

IN-HOME SERVICE

(a) Scheduling: Standard service hours are Monday-Friday, 5 – 11 PM, Saturday 10 AM – 10 PM, Sunday 10 AM – 8 PM. Additional charges may apply for rapid response services or service outside of standard installation hours.

(b) Service Jurisdiction: ACS sets the Service Jurisdiction for each city and store. If a location lies beyond ACS's standard Service Jurisdiction, additional trip charges may apply.

(c) Additional Hardware or Software Install/Service: This service is only available to customers who have already purchased one on-site service and are purchasing this as a second service. Approved services must be one of the following: software installation, software service, memory installation, sound/video card installation, network card installation, modem installation, CD/DVD-RW installation, or CD/DVD-ROM installation.

(d) An Adult Must Be Present At Residences or Business: For on-site services, a person of at least 18 years of age must be present during the entire time period services are provided. IF THE ACS MEMBER ARRIVES AT THE SCHEDULED SERVICE TIME AND NO ADULT IS PRESENT, SERVICES MAY BE DENIED AND A \$30 CANCELLATION CHARGE WILL BE ASSESSED.

(e) BACKUP YOUR SOFTWARE AND DATA: IT IS YOUR RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA THAT IS STORED ON YOUR COMPUTER'S HARD DISK DRIVE(S) AND/OR ON ANY OTHER STORAGE DEVICES YOU MAY HAVE PRIOR TO THE ARRIVAL OF THE ACS MEMBER TO YOUR HOME OR BUSINESS. ACS AND/OR ITS THIRD PARTY SERVICE PROVIDER SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION OR CORRUPTION OF ANY SOFTWARE, DATA OR FILES.

(f) Minimum System Requirements (For Wireless Home Networking Only):

All computers to be networked must have a minimum of 10MB of hard disk space and 32 MB of RAM.

Password(s) for operating systems(s) and/or ISP must be available at the time of service.

Microsoft Windows 98 SE operating system or greater.

Operating System disc and Key Code must be available at the time of service.

All computers and/or peripherals to be networked must be in good working order and Spyware-free.

For all broadband installations, the broadband services must be installed and operational prior to the time of service, including connections to any broadband modem.

(g) Access: The ACS Member must receive full access to the computer(s) and/or peripheral(s) to be serviced, access to your residence, your consent and cooperation to enter your residence or business, and a safe working environment, working space and electrical power. IF THE ACS MEMBER ARRIVES AT THE SCHEDULED SERVICE TIME AND DETERMINES THAT HE/SHE DOES NOT REASONABLY HAVE THE ACCESS, COOPERATION, OR SAFE WORKING AREA DESCRIBED IN THE PREVIOUS SENTENCE, THEN SERVICES MAY BE DENIED AND A \$30 CANCELLATION CHARGE WILL BE ASSESSED.

TERMS APPLICABLE TO PAY FOR SUPPORT AND IN-HOME SERVICES:

LIMITATIONS TO SERVICE: ACS AND/OR ITS THIRD PARTY SERVICE PROVIDER RESERVES THE RIGHT TO REFRAIN FROM PROVIDING ANY OR ALL SERVICES ORDERED AND INSTEAD REFUND THE 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 AND BEYOND THE SCOPE OF THIS SERVICE AGREEMENT AS REASONABLY DETERMINED BY ACS AND/OR ITS THIRD PARTY SERVICE PROVIDER.

FORCE MAJEURE: If ACS's and/or its third party service provider's ability to render services is impaired by you or circumstances beyond the control of ACS and/or its third party service provider, ACS and/or its third party service provider may choose not to provide services.

LIMITATION OF REMEDY: UNDER NO CIRCUMSTANCES SHALL ACS AND/OR ITS THIRD PARTY SERVICE PROVIDER 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 ACS AND/OR ITS THIRD PARTY SERVICE PROVIDER OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE YOUR COMPUTER EQUIPMENT, HARDWARE, PERIPHERALS, OR THE NETWORK RESULTING FROM THE SERVICES PROVIDED HEREUNDER.

RELEASE OF LIABILITY: BY SIGNING THIS FORM, YOU AFFIRMATIVELY RELEASE AND HOLD HARMLESS ACS AND/OR ITS THIRD PARTY SERVICE PROVIDER FROM AND AGAINST ANY LOSS, LIABILITY, OR DAMAGE THAT YOU OR THE OWNER OR LESSEE MAY SUFFER, INCLUDING BUT NOT LIMITED TO ANY LOSS OF ANY DATA AND THE NON-FUNCTIONING OF ANY COMPONENT OR ELEMENT OF YOUR COMPUTER EQUIPMENT OR PERIPHERALS RESULTING FROM ACS AND/OR ITS THIRD PARTY SERVICE PROVIDER'S MEMBERS, PARTNERS AND/OR THIRD PARTY SERVICE PROVIDERS, REGARDLESS OF THE WARRANTIES, DISCLAIMERS AND WAIVERS PARTICULAR SERVICE AND SHALL CONSTITUTE LIQUIDATED DAMAGES AND ARE A REASONABLE ESTIMATE OF DAMAGES TO YOU.

CHANGES, CANCELLATIONS AND REFUNDS

You may cancel your order if you give ACS at least 2 hours notice prior to the scheduled performance of services. The payment amount will be fully refunded in the manner the purchase was paid.

If you are not satisfied with your service: We stand behind our Pay for Support services for 5 days. We stand behind our In-Home Service for 30 days. If there is a problem with the service we provided and you notify us within the stated time period, we will work to remedy your problem quickly and at no additional cost.

I acknowledge, understand, and agree that I have read this release of liability and assume all risk associated with these services, and that I sign this release of liability voluntarily and without pressure or inducement, and I agree to be bound by its terms forever.

Signature

Printed Name

Date

Home address

Phone Number