

*GEFNET Terms of Service Agreement

Please read this agreement in full within 24 hours of requesting service with GEFNET it is not only for your protection but GEFNET's protection as well! You must Accept and Agree to this agreement in order to do any business with GEFNET. After the 24 hour period you by default automatically agree to all terms/conditions/disclaimers of this agreement your lack of reading does not void this agreement. You have been notified of this agreement via the service form you filled out and via the paper titled "CMB Information" and/or by word of mouth/sign in office. You have been given the courtesy of a 24 hour review of our agreement so that you can fully understand the agreement to which you enter when doing business with GEFNET. This agreement is available to you 24 hours a day 7 Days a week via GEFNET.com. A hard copy (paper printout) is available upon request if you cannot access GEFNET.com. IF by chance you wish to reject and decline any part of this agreement within 24 hours of your service request you are welcome to come and pick up your property during the next business day at no penalty or cost to you. If any parts have been ordered during the 24 hour period you will still be responsible for the cost incurred your property will not be released until said cost is paid in full.

*For clarification GEFNET is the name of the business but GEFNET is also known by different services, names & brands all of which are governed by this agreement by default unless otherwise stated and/or a specific brand or service may have different terms and conditions associated with it if there is a conflict between the two agreements GEFNET will resolve the conflict in its own best interest.

GEFNET's other names include but not limited to: GEFNET Computer/Internet Sales & Service, GEFTEK Technical Support, GEFDesigns, GEF Custom Computers, and GEFsytes among other lesser known names.

If you have any questions, concerns or comments regarding this agreement you are welcome to contact management via the contact page or by stopping by the office.

Now, with all that out of the way on with the Agreement!

1. DISCLAIMER

1.1) GEFNET will only perform and provide computer services, repairs, and upgrades as requested by the customer. GEFNET will conduct honest, reasonable, and considerate services. My goal is to provide the highest quality of service and support, but specific results cannot be guaranteed.

1.2) Computer service/repairs are provided as a service. There may be circumstances under which your computer can not be repaired. It will have to be rebuilt or upgraded. Examples: Age of PC, repair/replacement parts obsolete (memory chips, motherboards, etc.)

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1.3) The length of time required to service/repair your computer cannot be predicted. See Turnaround Time and the Daily Limit policy for our Average repair time and what affects it. We try to get jobs done as quickly as possible while maintaining a high quality of service. Your service request will be done in the order received. It may take longer than the average turnaround time if it does we will keep you informed on its progress.

1.4) You understand that in the process of working on your computer equipment, there is a potential for data loss. You agree that you have made the necessary backups of your data so that, in the event of such loss, the data can be restored. GEFNET will not be responsible for data loss nor will GEFNET be responsible for restoring lost data. (See 4.4 below)

1.5) You authorize the technician(s) providing the service or repair to install anti-virus and any other necessary software on your computer to perform required services. All software will be deleted or uninstalled upon completion of the service if it's not required. Any other data i.e. promotional materials or commonly used software reviewed and approved by GEFNET for your benefit can be deleted and/or removed at any time if you don't desire such software by default some items are added after service is complete.

1.6) All Remote Repair services are subject to the terms in this agreement including but not limited to Remote Repair's own Service Conditions.

2. BILLING TERMS

2.1) Computer services/repairs are billed as stated on the service order or invoice provided. My rate by default is \$15.00/hour WITH a 2 hour minimum on all jobs in shop or by service call. Remote Support/Repair has different billing terms as follows: First Time Remote Request subject to a One Time \$25.00 setup/admin fee +\$5.00 per 15 min block of time by default and thereafter for each remote service request. GEFNET also offers Specialty Services which are on a different Billing term. A Specialty Service is any service that is not commonly or frequently performed. Those Specialty Services may include but not limited to Mobile/Cell Phone Repair, Game Console Repair or anything else that GEFNET declares a Specialty Service. Specialty Services are billed to a minimum \$35.00 base fee + the standard rate. The \$35.00 Base fee for Specialty Services due upfront.

2.2) There is NO fractional billing. Time is billed in whole units i.e. if you use 2 ½ Hours of service you will be billed for 3 hours of time.

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2.3) Not all services can be completed on site. If a job on site is expected to take more than 2 hours of time if possible the job will be done in shop.

2.4) An estimate of cost for work will be provided before performing computer services/repairs if the job is expected to go over the average or unless specifically requested that no work be done before the estimate . Estimates are not guaranteed. On average jobs take 3-4 hours or less to complete.

2.5) In the case that there is an unforeseen deviation beyond the above estimated amount, every effort will be made to contact you and inform you of the situation and receive authorization to continue or stop at the estimate limit.

2.6) If you can't be reached work will cease until you have been contacted your projected turnaround time will be affected if I can't reach you in a timely manner.

2.7) All services/repairs are subject to Taxes by the City of Mattoon and/or the state of Illinois.

2.8) All Remote Repair services must be paid before we start the work. If for any reason we cannot complete the service, you will get a full refund IF the reason is caused by GEFNET. Time starts 5 min after connection. Remote support will automatically disconnect when the time limit has been reach regardless if the request was fulfilled or not. You are welcome to submit payment for more time.

2.9.) CANCELLATIONS – IF you hire GEFNET to perform a job and the job has officially started and for whatever reason you decide that you don't want GEFNET to complete the job there will be a minimum fee charged of \$30.00 (which is the 2 hour minimum requirement for service). Property will not be released until the account balance is paid in full.

3. PAYMENT TERMS

3.1) Full payment is due upon completion of services, upgrades, or repairs.

3.2) Computer parts, hardware, and software that need to be special ordered must be paid in advance.

3.3) GEFNET accepts cash, or check. Major credit cards via PayPal. You will be charged a \$30.00 service fee + any bank fees incurred as a result of any returned check with NSF and all credit card payments will have transaction fee included to the total amount of the bill (see PayPal for the current transaction fees).

3.4) It is a crime to write a bad check and we will pursue further action if an invoice is left unpaid.

4. LIABILITY

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4.1) Service(s) are provided in an effort to fix, upgrade, or otherwise repair the computer system(s) for which you request such service(s).

4.2) Your system will not be intentionally harmed. The primary goal is to fix your computer; not damage it.

4.3) In the case of accidental damage to your system, including data loss caused by already existing problems in your system such as viruses, poorly configured software, hardware problems or hardware failures; You agree to hold GEFNET and any person(s) associated with GEFNET or involved in the work being done for you harmless from damages resulting from such problems.

4.4) It is your responsibility to back up your data. GEFNET will not be responsible for data loss or any other damages. (See 1.4 above).

4.5) When dealing with GEFNET or its associates it's important to know that while you are at our office or we are at your home place of business or wherever business is conducted we are not liable for any accidents, injuries, theft of property, property damage etc. that is out of our control that includes acts of nature, or your own negligence. Conducting business with GEFNET is at your own risk and at your properties own risk. GEFNET may use an audio/video recording device during any meetings or service calls (aka house calls) for the purpose of having a record of said meeting/service call.

5. SUPPORT

5.1) Customer satisfaction is our utmost importance.

5.2) All services will be conducted in a professional, reasonable, and timely manner. Also, taking into consideration the circumstances and nature of the technical problems.

5.3) Free support will be provided for problems to be resolved from the service order that were not resolved. After 7 days from the date on the invoice, GEFNET will no longer offer free support.

5.4) Warranty work will only be covered if it is related to the work on the invoice. Unrelated work will not be covered by the warranty and may be charged accordingly.

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6. REPAIRS/SERVICES/SALES GUARANTEE

6.1) All services and repairs are guaranteed (by labor) for 7 days from the date on the Invoice or Service Order. No payments refunded any refunds will be given as credit towards future service.

6.2) If later found that the service or repair was incorrectly diagnosed by the technician; then GEFNET will perform the repair/service free of any labor charge. Only parts will be charged if needed to correct the problem.

6.3 Any purchases made for NEW parts/merchandise will only be returned or exchanged if there is a manufacture defect if a cash refund is requested there will be a 30 day or less wait time for the return of payment made minus the markup that GEFNET adds to all merchandise (See Section 11) and/or shipping fees or incurred fees from the manufacture. Returns and Exchanges on NEW Merchandise or parts can only be return if it's within the Manufactures Return/Exchange window. Used Items have NO WARRANTY All Sales on Used Goods are FINAL No Exceptions. We make sure all used goods that leave the shop is in working condition. Used goods have no expected life span we just make sure it is working when it leaves our possession. After that we are not responsible for the used good.

7. ESTIMATES/DIAGNOSTICS

7.1) GEFNET offers free estimates/diagnostics in shop with certain conditions. I don't charge to "Look" I charge to fix. If you just want the Diagnostic only standard fees apply and will only be charged the minimum fee (\$30.00 = 2 hour minimum) If you want it diagnosed and fixed then there is no charge for the diagnostic time. For estimates I can give you an average of what I think it might cost to fix without looking at it but if you want an accurate estimate I have to look at it first.

7.2) For in home/on site estimates/diagnostics there will be a \$30.00 min fee. If you decide at that time you would like GEFNET to work on your system, this fee will be waived and you will only be charged for the service being performed. (See 2.1 above).

8. DISCOUNTS/PROMOTIONAL DEALS/SPECIALS

GEFNET offers several different discounts and/or promotional deals for different reasons at different times of the year. Discounts et al are not automatic you must request any discount you feel you are eligible. All discounts are applied AFTER taxes have been calculated from the original amount.

8.1 EXPIRATION OF PROMOTIONS

Any Deals and/or Promotional offerings including any advertisements posted or offered by GEFNET expire by default after 7 Business Days from the date posted unless otherwise noted. GEFNET at its sole discretion can extend deals if we choose to do so.

8.2 USE OF DISCOUNTS/PROMOS – Only 1 Discount/Promo Can be used per transaction.

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9. REFERRALS

If you (a paid customer of GEFNET) refer another customer that makes a paid transaction you will get 1 Hour Credit (Value \$15.00 *used towards labor only) IF the New customers gives your name at the time service is requested. You must have 1 paid transaction within the past year in order to claim the credit. A referral is good for one time only. You cannot redeem more than 3 credits in one transactions. In order to use credit you must request the credit at the time of payment.

10. THE NO FIX NO PAY POLICY

GEFNET prides it's self on the quality service it gives and the wide variety of skills that we hold lets us solve lots of problems with no problem.... But! We are only human we don't know everything and sad but true we can't fix everything although you'd be hard pressed to find a problem we can't solve one way or another but if that time comes that we have no fix for you (a fix is also known as a solution) then you will pay nothing! Why pay us if we can't do the job right? You come to GEFNET for a solution and it's our policy that if we can't give you a solution you shouldn't have to pay for nothing unlike other places. This sounds great and all right? But sometimes what we consider a fix you may not. So that's the reason for this policy it is at our discretion what is considered a fix/solution or not and your rejection of said fix/solution is not subjected to the no fix no pay policy. If we have a solution for you and you reject it you will still be billed for the work done even if it's not a fix you like. If we offer you nothing no fix no solution then you will not pay anything. That's how the No Fix No Pay Policy works.

11. NEW MERCHANDISE/PARTS PRICE MARKUP

In the interest of full disclosure (because we are honest like that) GEFNET adds a 25% price markup on all New/Ordered parts/merchandise for the time and effort of payment/processing and etc. plus we like to make a very small profit on the goods we sale mind you 25% is a low markup in any industry. So don't worry we are not getting rich off of it. BUT! Unlike other businesses in again any industry we give you a choice! Don't like our markup you don't have to pay it! You are welcome to order your own parts or merchandise needed to complete your service request it saves me time and saves you money it's a win-win situation for both of us. I'll tell you what you need to buy and you buy it and bring it back to me or have it shipped directly to me. When you have me order the parts/merchandise you need the 25% markup is a small price to pay to not have to deal with ordering it yourself + plus you get my experience and expertise that you are going to get the right part and on time. Have it either way just let me know at the time of service what you wish to do.

12. USED GOODS

A lot of parts and merchandise comes through my shop every day and I resell and/or recycle the used goods when I can (and when I say recycle I mean I try to use it in other projects or I actually recycle it) I will offer a used good working part that is thoroughly tested and GeeK approved before I offer the New item in its place because Who wants to pay for something full price when you can get a just as good part for less. There are some people that prefer new over used and that's ok again you got options. If you prefer to have a new part or merchandise over a used one simply let me know I'll tell you if what I have

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in stock is new or used. And you can decide. Besides it's environmentally friendly to re-use something instead of buying it new!

13. RIGHTS/PRIVACY

13.1 GEFNET reserves the right to refuse or cancel existing service to anyone regardless of the reason. If GEFNET cancels a service job due to the customer showing aggression, disrespect, making threats or observes a problem that can't be resolved with civility and professionalism the customer will be liable for the estimated cost of the canceled job and will need to make the payment for the job before his/her property is released if customer refuses to pay the property will be held for 30 days and then forfeited and it will become property of GEFNET and will be sold or parted out to pay for the outstanding balance plus any fees associated with that. Legal action will occur for any unpaid balance.

13.2 GEFNET reserves the right to demand payment upfront for any services performed if a customer has defaulted on a payment agreement in the past. GEFNET is willing to be flexible with payment options as long as agreements are kept and the customer is in contact about the progress of clearing an opening balance but one can only be so flexible. Customers who default are not banned from using GEFNET services they will just have to pay upfront before service is performed. The right to demanding payment upfront is not solely based on the above it's at the discretion of GEFNET to decide if payment upfront is needed or not.

13.3

Privacy and confidentiality is Sacred at GEFNET your data/your information will only be used in house for explicit business reasons only no one from outside of the business will have access to any of your business with GEFNET we do not sell rent or share any information regarding our customers. Your privacy is a top priority. Only under the conditions of a court order would any information be released.

13.4

GEFNET reserves the right to change amend add to and subtract from this agreement with or without notice any major changes will be announced.

14. PROPERTY RELEASE/ABANDONMENT

Property left over 30 days will be forfeited and become property of GEFNET Regardless if there is a balance due or not the balance will remain due/open even after the property is forfeited.

If you bring your computer in for service and it's not worth the expense to fix you may release ownership of the computer to GEFNET in exchange for any balance due if GEFNET agrees or if you just want it disposed of We will do that to BUT! Once you relinquish ownership of your property to GEFNET we own it and can do as we wish with it including repairing it and reselling it if we choose to if this happens you will have no right to any funds received from the sale or say in what happens with it unless a prearranged agreement is made.

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15. OTHER POLICIES AND CONDITIONS

Turnaround Time Policy is included in this agreement and is available at the time of service upon request.

Turnaround time is as stated on the notice posted on the wall of the business. The general time for turnaround time is 1-3 days in the rare instance that it takes longer than the posted time it will be completed as soon as possible I'm not responsible or liable for an extended turnaround time due to situations out of my control. Once you leave your property in GEFNET's possession it cannot be released by anyone except by the owner of GEFNET unless it was agreed upon beforehand. Any property being held by GEFNET will be returned as soon as the job is completed or it is unable to be completed.

Daily Limit Policy is included in this agreement and is available at the time of service upon request.