

JGittech LLC Master Subscription & Services Agreement

(2026)

Customer-facing service terms | Version 2.3 | Last Updated: May 2026

This Master Subscription & Services Agreement (the "Agreement") is entered into by and between JGittech LLC ("JGittech," "Provider," "we," "us," or "our") and the customer identified on the applicable invoice, estimate, Square Appointments booking, appointment confirmation, payment link, plan sheet, checkout page, service request, email/text approval, or other ordering method ("Client," "you," or "your").

This Agreement governs services provided by JGittech unless a separate written agreement, signed service document, plan sheet, addendum, invoice term, or authorization form expressly controls a specific service.

Acceptance. Client accepts this Agreement by purchasing, requesting, authorizing, scheduling, paying for, or receiving any service from JGittech, including through Square checkout, Square Appointments, invoices, payment links, estimates, text/email approval, phone approval, appointment booking, online booking confirmation, or other ordering methods.

Conflict rule. If this Agreement conflicts with an applicable signed service agreement, authorization form, written plan sheet, addendum, or invoice term, the more specific written service document controls for that transaction. This Version 2.3 supersedes older website service terms where payment, automatic-billing, remote-access, refund, backup, or compliance wording conflicts with this version.

1. Definitions

Term	Meaning
Services	IT support, diagnostics, troubleshooting, setup, integration, optimization, repair coordination, managed support, Microsoft 365 administration, endpoint protection, backup support, cybersecurity support, website-development support, business connectivity coordination, and related technology services.
Subscription Plan	A recurring JGittech support plan, including Core, Priority, Elite, or another plan approved in writing.
Pay-As-You-Go	Non-subscription services provided at public or approved rates without recurring subscription benefits.
Standard Hours	The standard service windows listed in Section 4.
Emergency Service	Service requested or performed outside Standard Hours, on designated emergency days, holidays, or on a drop-everything basis as described in Section 4.
Enterprise Services	Higher-risk or infrastructure-level work, including servers, firewalls, VPNs, managed switches, cyber incident response, ransomware response, multi-device compromise, or broader business infrastructure work.
Prepaid Labor Block	A prepaid labor amount collected before work begins, normally equal to two (2) hours of labor at the applicable rate unless JGittech approves another written arrangement.
Unused Prepaid Labor Balance	The remaining labor value from a prepaid block after billable labor, approved travel, incurred costs, non-labor charges, and other disclosed charges are applied.
Card on File	A valid payment method stored through an approved payment processor for subscription billing or authorized charges.

2. Scope of Services and Relationship

2.1 Scope. JGittech provides technology and IT services on a best-effort basis. Services may include diagnostics, troubleshooting, setup, repair coordination, managed support, Microsoft 365 administration, endpoint protection support, backup support, cybersecurity-support, website-development support, telecom or internet coordination, and related consulting.

2.2 Independent contractor. JGittech is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or agency relationship between JGittech and Client.

2.3 No guaranteed outcome. Technology work is inherently variable. JGittech provides professional service based on time, expertise, diagnostics, experience, and reasonable industry practice. JGittech does not guarantee complete resolution, compatibility, data recovery, malware removal, speed improvement, uninterrupted operation, vendor approval, or regulatory compliance.

2.4 Scope boundaries. JGittech is not a licensed electrical contractor and does not perform electrical work requiring a licensed electrician. JGittech does not cut walls, ceilings, or building materials as part of standard service. JGittech technicians are not representatives of Spectrum Business, MACH Networks, ISPs, carriers, manufacturers, or third-party vendors unless separately documented in writing.

2.5 Provider demarcation. JGittech responsibility is limited to the customer-side environment after the provider demarcation point. Outside-demarcation infrastructure, carrier lines, ISP plant, provider equipment, vendor outages, and manufacturer defects remain the responsibility of the applicable provider or vendor.

2.6 Service area and travel. JGittech primarily serves Louisville, Kentucky and Southern Indiana. Travel, parking, tolls, gate fees, pickup/drop-off time, and access-related costs may be billable when disclosed, approved, or reasonably incurred for the service.

2.7 Right to refuse, pause, or discontinue service. JGittech may refuse, pause, or discontinue service when payment is not confirmed, the work is outside scope, safety is at risk, an adult is not present for in-home work, the environment is unlawful or inappropriate, the request is unreasonable or illegal, required access is unavailable, or Client repeatedly violates this Agreement. Client remains responsible for work performed and non-refundable costs incurred.

3. Plans, Subscriptions, and Pay-As-You-Go Work

3.1 Monthly subscriptions. Subscription Plans renew monthly unless canceled before the next renewal date through the applicable checkout, billing, or written cancellation process.

3.2 Annual prepay. If annual prepay is offered and accepted, annual plans may receive a 15% discount unless a written plan sheet states a different approved annual price. Annual prepaid plans are non-refundable once active, except where required by law.

3.3 Public plan structure. Public plan tiers may include Core, Priority, and Elite. Loyalty or legacy plans are invite-only, relationship-based, and available only at JGittech owner discretion under written terms.

3.4 Subscription access is not unlimited service. A monthly subscription provides access to plan pricing, plan benefits, and applicable bundled services. It does not guarantee immediate response, uninterrupted uptime, unlimited labor, complete resolution, or compliance with any legal, regulatory, or industry framework.

3.5 Pay-As-You-Go. Non-subscriber services are provided on a prepaid basis at public or approved rates. Pay-As-You-Go clients do not receive subscription benefits unless separately approved in writing.

4. Standard Hours and Emergency Service

4.1 Standard Hours. Standard rates apply only during the following regular support windows, subject to availability:

- Tuesday: 12:00 PM to 8:00 PM
- Wednesday: 12:00 PM to 8:00 PM
- Friday: 6:00 PM to 8:00 PM
- Saturday: 6:00 PM to 8:00 PM

4.2 Emergency Service. Emergency rates may apply when service is requested or performed outside Standard Hours, before 8:00 AM, after 8:00 PM, on Monday, on Thursday, on a federal holiday observed by JGittech, or when Client asks JGittech to respond, log in, troubleshoot, or arrive within two (2) hours of the request.

4.3 Emergency availability. Emergency Service is not guaranteed. JGittech may accept or decline emergency work based on availability, safety, prior commitments, health, school, work obligations, and service risk.

4.4 Notice. JGittech will use reasonable efforts to tell Client when a request is treated as Emergency Service, but emergency classification may be based on the timing, urgency, or conditions of the request.

5. Billing, Prepayment, Time, Refunds, and Credits

5.1 Two-hour prepaid labor block. JGittech normally requires a two (2) hour prepaid labor block before standard service begins. Work must not begin until the prepaid labor block is confirmed unless Joel Gitter or authorized management approves an exception in writing.

5.2 Billing increments. Customer billable labor is calculated in 15-minute increments after work begins. For example, if a job takes 1 hour and 20 minutes, customer labor may be billed as 1.5 hours, leaving 0.5 hours of the original two-hour prepaid labor block available for refund or approved credit, subject to this Agreement.

5.3 What billable labor may include. Billable time may include troubleshooting, implementation, testing, verification, customer-requested explanations, service wrap-up, ticket notes, required documentation, travel time, pickup/drop-off time, approved job preparation, and other work reasonably related to the service when disclosed or approved by JGittech management.

5.4 Additional time. If more time is required beyond the prepaid block, work stops before unpaid time begins. Another two (2) hour prepaid labor block is required before additional work continues unless JGittech management approves another written arrangement.

5.5 Unused prepaid labor balance. If the job finishes before the prepaid labor block is exhausted, unused prepaid labor should normally be refunded to the original payment method. Account credit may be used only when Client affirmatively chooses credit in writing or when Joel Gitter approves a documented exception.

5.6 Non-labor costs. Payment processing fees, third-party costs, parts, special-order items, travel, tolls, parking, gate fees, access charges, and other non-labor charges may be treated separately when disclosed or documented.

5.7 Automatic billing authorization. By enrolling in a JGittech subscription plan, Client authorizes JGittech LLC to automatically charge the payment method on file for recurring subscription fees, approved add-ons, bundled licenses, and any separately authorized billable services under the active plan. Subscription charges renew automatically each billing period until canceled. Client is responsible for keeping a valid payment method on file. If payment fails, is reversed, or is disputed, JGittech may suspend service, pause support, remove or deactivate bundled licenses, and require payment before service continues.

5.7A Square and approved payment processors. JGittech may use Square, Square Appointments, or another approved payment processor or scheduling tool for checkout, appointment booking, appointment confirmations, deposits or prepayments, invoices, estimates, payment links, subscriptions, recurring billing, card-on-file billing, receipts, full refunds, partial refunds, itemized refunds, and payment records. Client authorizes charges submitted through the processor when the charge is based on this Agreement, checkout acceptance, invoice terms, estimate approval, appointment confirmation, payment link, subscription enrollment, written authorization, or other approved service authorization. Square or another processor may maintain its own terms, privacy practices, refund limits, processing-fee rules, card-network rules, and chargeback processes.

5.7B Square Appointments bookings. Appointment booking through Square Appointments, an embedded Square booking widget, a booking link, or an appointment confirmation is an approved scheduling and authorization method. Booking an appointment does not guarantee that the issue can be resolved, that additional time will be available, or that service will continue beyond the prepaid or authorized time. Appointment descriptions, intake notes, reminders, and confirmations may summarize these terms, but this Agreement, the applicable invoice terms, service authorization, and payment policy control if there is a conflict.

5.8 Subscription fee refunds. Monthly subscription fees, annual prepaid plans, bundled software fees, license periods, and active recurring service periods are non-refundable once active unless required by law or expressly approved in writing by JGittech. This does not remove the normal refund rule for unused prepaid labor balances described in Section 5.5.

5.9 Late cancellation, no-show, and access failure. If Client cancels late, no-shows, fails to provide access, is not ready for service, or prevents work from beginning after JGittech has reserved time or traveled, JGittech may retain the actual time, travel, and reserved-time cost incurred, up to the prepaid two-hour labor block. Any remaining unused balance may be refunded or credited based on documented facts and JGittech management approval.

5.10 Technician authority. Technicians do not negotiate pricing, waive fees, promise refunds, continue unpaid work, or accept liability on site. Payment disagreements, refund requests, billing complaints, credits, exceptions, or legal concerns must be escalated to Joel Gitter or authorized management.

5.11 Cash and checks. Cash and credit/debit card are standard payment methods. Checks may be accepted only from active subscribers in good standing and may be refused by JGittech. Technicians do not carry change. If Client knowingly overpays in cash after being informed that no change is available and confirms the overage, the overage may be treated as a voluntary gratuity.

5.12 Returned checks and failed payments. Returned checks, failed payments, disputed payments, or chargebacks may result in service suspension, loss of check eligibility, future prepayment requirements, recovery of permitted fees and collection costs, and other lawful remedies.

5.13 Customer-facing payment clause. The following summary may be used in Square Appointments confirmations, booking pages, appointment reminders, invoices, or service packets:

JGittech requires a 2-hour prepaid labor block before standard service begins. Billable labor is calculated in 15-minute increments. If service is completed before the prepaid block is exhausted, the unused prepaid labor balance will normally be refunded to the original payment method. At the customer's written request, the unused balance may instead be kept as an account credit for future JGittech services. If additional time is needed beyond the prepaid block, work will stop before unpaid time begins. JGittech will explain the current status and require another 2-hour prepaid labor block before additional work continues. Technicians are not authorized to continue unpaid work, negotiate payment disputes, waive fees, promise refunds, or accept liability on site. All payment disagreements, refund requests, credits, and billing exceptions must be escalated to Joel Gitter.

5.14 Short subscription checkout notice. The following shorter notice may be used near subscription checkout buttons, recurring payment links, and plan sign-up pages:

By subscribing, you authorize JGittech LLC to automatically charge your payment method each billing period until canceled. Failed, disputed, or reversed payments may result in service suspension and removal of bundled licenses or managed services. Cancellation stops future renewals but does not refund the current paid billing period unless required by law or approved in writing.

5.15 Square checkout and Square Appointments placement note. This Agreement, the automatic billing authorization in Section 5.7, the Square Appointments booking language in Section 5.7B, and the short subscription checkout notice in Section 5.14 should be linked or displayed near Square subscription checkout buttons, recurring payment links, plan sign-up pages, Square Appointments booking pages, appointment confirmations, intake forms, reminders, and customer invoice/payment flows whenever practical.

5.16 Short Square Appointments notice. The following shorter notice may be used in Square Appointments booking descriptions, confirmation messages, reminders, or intake forms:

By booking, you agree to JGittech LLC service terms. Standard service may require a 2-hour prepaid labor block before work begins. Billable labor is calculated in 15-minute increments. If the job finishes early, unused prepaid labor is normally refunded to the original payment method unless you request account credit in writing or JGittech approves another documented exception. Late cancellation, no-show, failed access, travel, reserved time, parts, tolls, parking, and non-labor charges may be handled under the applicable agreement, invoice, or payment policy. Booking does not guarantee resolution or additional availability beyond the authorized time.

6. Estimates, Invoices, Taxes, and Purchases

6.1 Estimates. Time, cost, completion, or success estimates are courtesy estimates only and are not guarantees. Additional troubleshooting, replacement parts, third-party support, follow-up visits, or upgraded equipment may be required.

6.2 Invoices due upon receipt. Invoices are due upon receipt unless the invoice, active plan, or written approval states otherwise. No pay means no work unless JGittech management approves an exception.

6.3 Taxes. Client is responsible for applicable sales, use, excise, and similar taxes. JGittech will collect and remit tax where legally required, based on the transaction type, location, and current law.

6.4 Client-authorized purchases. If JGittech purchases hardware, parts, software, licenses, or equipment for Client with Client approval, Client must reimburse JGittech as agreed, before or at delivery/installation unless otherwise approved in writing. If Client does not reimburse JGittech as required, JGittech may retrieve, return, cancel, or withhold the item where permitted. If return is not possible due to vendor policy, Client remains responsible for reimbursement.

6.5 Customer-owned parts. Client-purchased or customer-supplied parts are Client's responsibility. JGittech is not responsible for customer-supplied part quality, compatibility, warranty, condition, or performance.

6.6 Third-party warranties. Hardware, software, manufacturer warranties, return policies, and vendor guarantees are provided by the applicable third party. JGittech does not issue manufacturer warranties and is not responsible for third-party warranty decisions.

7. Remote Access and Phone Support

7.1 Remote access rule. Remote access requires prior agreement, management approval, and customer authorization at the time of connection. Each remote session must be temporary, task-specific, and fully terminated after use unless a separate signed waiver allows otherwise.

7.2 No persistent access by default. Persistent, permanent, or unattended remote access is not allowed by default. Permanent remote access may be considered only for approved Elite Support clients with a separate signed waiver and documented access controls.

7.3 Pay-As-You-Go remote restriction. Pay-As-You-Go clients normally receive phone guidance only unless JGittech management approves remote access. Step-by-step hands-on self-repair walkthroughs by phone, FaceTime, video, or chat are not standard service unless approved and billed.

7.4 Phone support. Phone support beyond scheduling or simple administrative questions is billable when JGittech is actively troubleshooting, guiding technical steps, providing technical advice, or assisting with a service issue.

7.5 Client control. Client may end an attended remote session at any time. JGittech may also stop the session if conditions are unsafe, unclear, risky, unpaid, or outside scope.

8. Backup, Data, and Credential Responsibilities

8.1 Backup-first rule. JGittech creates or verifies a backup before repair, malware removal, system modification, migration, or other computer work whenever reasonably possible. Backup options may include Macrium Reflect, Apple Time Machine, Windows File History, Windows system images, OneDrive Backup, EaseUS, Comet Backup, Wasabi storage, or another approved method.

8.2 Client responsibility. Client is responsible for maintaining backups unless backup service is expressly provided by JGittech in writing. A one-time repair backup is different from an ongoing managed backup subscription.

8.3 Backup documentation. JGittech may document backup method, storage location, date/time, verification result, and any client decline. If Client declines backup, Client accepts the risk of data loss from ordinary service risks, pre-existing conditions, malware, corruption, hardware failure, or third-party issues.

8.4 Data-loss limitation. To the maximum extent permitted by law, JGittech is not responsible for data loss, lost profits, business interruption, or downtime, except to the extent such limitation cannot legally apply. Client should maintain independent backups of critical data.

8.5 Passwords and sensitive information. Customers should enter passwords personally whenever possible. JGittech does not store, record, or reuse credentials unless management approves a controlled secure workflow. Passwords must not be placed in ordinary tickets, texts, emails, AI prompts, or casual documents.

8.6 Access and MFA. Client must provide timely access, accurate credentials, administrator permission, MFA approvals, account ownership verification, recovery access, and third-party permissions required for service. JGittech is not responsible for delays or incomplete work caused by unavailable access.

9. Client Responsibilities and Safe Work Environment

9.1 Cooperation. Client must provide access to devices, accounts, systems, locations, people, documents, and approvals needed for service. Client must provide accurate information and promptly identify critical data, unusual risks, or required deadlines.

9.2 Adult present for in-home work. An adult age 18 or older must be present for in-home service. JGittech will not start or continue in-home service if only a minor is present. If the adult leaves and only minors remain, service may pause or end.

9.3 Safe workspace. Client must provide a safe, lawful, smoke-free, fume-free, and reasonably accessible workspace. Pets must be secured if they interfere with service or safety. JGittech may pause or leave unsafe, threatening, intoxicated, unlawful, unsanitary, or inappropriate environments.

9.4 Scope control. Client must not ask technicians to perform illegal activity, bypass licensing, defeat security controls without authorization, access systems without permission, perform electrical work, cut building materials, or assume third-party liabilities.

10. Device Intake, Transport, Storage, and Abandonment

10.1 Device intake. JGittech may record client name, contact information, device make/model, serial/asset tag, accessories, visible condition, backup status, estimated scope, and ticket number when receiving equipment.

10.2 Pre-existing conditions. Client acknowledges that devices may have pre-existing wear, age, liquid exposure, failing drives, cracked housings, loose components, brittle plastics, weakened mounts, prior repair issues, hidden defects, or latent damage. JGittech is not responsible for failures caused by pre-existing conditions, ordinary wear, manufacturing defects, or hidden defects that become apparent during normal service or transport.

10.3 Transport and storage. JGittech will use reasonable care when transporting or storing customer equipment. JGittech is not responsible for fragile, improperly packaged, or pre-damaged equipment beyond the limits in this Agreement.

10.4 Pickup and abandonment. If JGittech holds Client equipment, Client must retrieve it within thirty (30) days after JGittech notifies Client that it is ready for pickup or return. JGittech will make reasonable contact attempts using available

contact information before treating equipment as abandoned. After ninety (90) days from readiness notice and reasonable contact attempts, equipment may be treated as abandoned to the maximum extent permitted by law.

10.5 Abandoned equipment. For abandoned equipment, JGittech may wipe data, recycle, dispose of, resell, or otherwise handle the equipment at JGittech's discretion where permitted by law. Client remains responsible for unpaid balances, storage fees, and applicable costs. Storage fees may apply after the 30th day where permitted by law.

11. Microsoft 365, Security Tools, Backup Tools, and Vendor Services

11.1 Included software. Some Subscription Plans may include or support third-party software, including Microsoft 365, Avast/Gen endpoint protection, Comet Backup, Wasabi storage, or other approved tools. Included software is subject to third-party vendor terms, availability, pricing, licensing, and retention policies.

11.2 Active subscription required. Bundled licenses and managed services are provided only while the applicable subscription or add-on is active and paid in full. If payment fails, is reversed, is disputed, or is not received when due, JGittech may suspend services and remove, deactivate, or suspend bundled licenses and management access until the account is brought current.

11.3 Client ownership. Client owns its tenants, accounts, domains, mailboxes, files, and data. JGittech access is limited to what is reasonably necessary to provide services and does not give JGittech ownership of Client data.

11.4 Microsoft 365 delegated administration. Client authorizes JGittech to administer Microsoft 365/Entra environments using delegated administration where available, including Sherweb GDAP, with least-privilege roles reasonably needed to deliver services. GDAP is delegated access, not a separate client tenant account.

11.5 Break-glass and admin access. A client-owned break-glass administrator account may be created for emergency recovery and provider transition. Routine administration should use approved delegated or least-privilege access where practical. Revoking JGittech access may limit or prevent service until access is restored.

11.6 Vendor limits. JGittech is not responsible for vendor outages, retention policies, account closures, pricing changes, licensing changes, deletion policies, feature changes, or provider-side decisions made by Microsoft, Avast/Gen, Comet, Wasabi, Spectrum, MACH Networks, Square, hosting providers, domain registrars, or other third parties.

11.7 Third-party vendor, connectivity, smart device, and security product coordination. JGittech may assist with third-party products and services, including Microsoft 365, Office, Avast/Gen, Spectrum Business, MACH Networks, Ring, smart-home devices, security devices, routers, modems, Wi-Fi equipment, backup providers, software subscriptions, hardware vendors, carriers, manufacturers, and other technology vendors. Client understands that third-party pricing, availability, installation dates, warranties, refunds, account approval, service quality, outages, billing decisions, product features, data retention, support decisions, and monitoring decisions are controlled by the applicable third-party provider, not JGittech. JGittech may assist with setup, configuration, troubleshooting, sales coordination, referral coordination, or customer-side integration, but JGittech is not the carrier, manufacturer, payment processor, platform owner, warranty provider, or security monitoring company unless a separate written agreement expressly says otherwise. For internet, phone, TV, 5G, carrier, and connectivity services, JGittech responsibility is limited to customer-side coordination and customer-side equipment or configuration after the provider demarcation point. Provider-side infrastructure, provisioning, construction, outages, service credits, carrier billing, and account approval remain controlled by the carrier or provider. For Ring and similar security or smart-home products, JGittech may assist with installation, setup, network connection, configuration, and troubleshooting, but does not guarantee crime prevention, emergency response, monitoring performance, camera coverage, recording availability, notification delivery, or third-party cloud service availability.

12. Cybersecurity and Compliance Boundaries

12.1 Allowed support. JGittech may provide endpoint protection setup, patch/update coordination, Microsoft 365 account and MFA support, identity/access support, general IT security hygiene recommendations, PCI-friendly IT support, and related cybersecurity-support work.

12.2 No compliance guarantee. JGittech does not warrant that services make Client compliant with HIPAA, GLBA, CMMC, PCI, or any other legal, regulatory, contractual, or industry framework. Client remains responsible for determining, achieving, and maintaining its own compliance obligations.

12.3 HIPAA and BAAs. JGittech does not act as a HIPAA Business Associate unless a separate written Business Associate Agreement is fully executed.

12.4 Formal compliance consulting. Formal compliance consulting, audit support, regulatory assessment, policy certification, or enterprise GRC work requires a separate written enterprise services agreement or addendum.

12.5 Cyber incidents. Cyber incidents may require third-party forensic, legal, insurance, regulatory, or law-enforcement resources. JGittech may assist with containment and restoration within scope, but regulatory notification decisions remain with Client and qualified counsel. JGittech does not provide forensic evidence preservation, chain-of-custody handling, expert testimony, or legal hold services unless separately agreed in writing.

13. Website Development and Connectivity Work

13.1 Website development. Website-development services may include website builds, redesigns, edits, hosting coordination, DNS/domain support, Python/web automation, SEO/basic listing support, or content updates, as approved in writing.

13.2 Client approval. Client is responsible for approving website content, images, trademarks, copy, legal pages, accessibility requirements, privacy/cookie language, and compliance claims before publication. JGittech does not guarantee legal compliance of website content unless separately agreed in writing with qualified professional review.

13.3 IP and third-party assets. JGittech retains pre-existing tools, templates, methods, know-how, internal code, and reusable processes unless a separate written IP transfer is signed. Third-party themes, plugins, hosting, domains, fonts, images, software, and platform fees remain subject to third-party licenses and are Client's responsibility unless included in writing.

13.4 Telecom and internet. JGittech may coordinate Spectrum Business, MACH Networks, 5G business internet, or customer-side connectivity support. Carrier availability, pricing, contract terms, installation dates, service credits, outages, equipment, and provider-side performance are controlled by the carrier or provider. JGittech is not the carrier and does not guarantee carrier approval, uptime, speed, provisioning, or billing decisions.

14. Confidentiality, Communications, and Legal Requests

14.1 Confidentiality. JGittech will treat non-public Client information as confidential and use reasonable safeguards appropriate to the service scope. Client names, addresses, devices, accounts, network details, billing details, tickets, business information, passwords, logs, and security events may be sensitive.

14.2 Access minimization. JGittech accesses only the files, accounts, systems, logs, settings, and information reasonably needed to complete the requested work.

14.2A AI-assisted operations and documentation. JGittech may use artificial intelligence tools to assist with research, diagnostics organization, troubleshooting planning, documentation, drafting, summarizing non-sensitive information, or locating vendor resources. AI tools are used to assist human judgment, not to replace it. JGittech technicians must understand and reasonably verify AI-suggested commands, procedures, or recommendations before using them on a Client system. JGittech will not intentionally submit Client passwords, credentials, full payment data, Social Security numbers, protected health information, private keys, recovery codes, private logs, public IP addresses, or other sensitive identifiers into AI tools. When AI assistance is appropriate, JGittech should use placeholders, sanitized examples, or generalized technical details where practical. Client should not send highly sensitive information through ordinary website forms, texts, emails, or other unapproved channels. AI-generated output is not legal, tax, payroll, insurance, medical, regulatory, or formal compliance advice, and final service decisions remain subject to JGittech management, applicable agreements, vendor documentation, and professional review when required.

14.3 Communications consent. Client consents to receive communications from JGittech by email, phone, text message, payment processor, scheduling tool, or other reasonable channel for scheduling, service coordination, estimates, invoices, receipts, payment reminders, security notices, and service updates.

14.4 No legal, tax, payroll, insurance, or medical advice. JGittech does not provide legal, tax, payroll, insurance, medical, or professional compliance advice. Client should consult qualified professionals for those matters.

14.5 Law enforcement and legal requests. JGittech will comply with valid legal requests, subpoenas, warrants, court orders, or government demands as required by law. Where legally permitted and appropriate, JGittech may notify Client of such requests.

15. Disclaimer of Warranties and Limitation of Liability

15.1 Disclaimer. Services are provided on a best-effort basis. To the maximum extent permitted by law, JGittech disclaims warranties of merchantability, fitness for a particular purpose, uninterrupted operation, error-free service, successful repair,

malware eradication, data recovery, regulatory compliance, and compatibility, except where a written agreement expressly states otherwise.

15.2 No consequential damages. To the maximum extent permitted by law, JGittech is not liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, business interruption, downtime, loss of data, loss of goodwill, lost revenue, or loss of use.

15.3 Liability cap. To the maximum extent permitted by law, JGittech's total responsibility for a claim is limited to the fees paid to JGittech for the specific service giving rise to the claim.

15.4 Third-party failures. JGittech is not responsible for ISP-side failures, customer-supplied parts, third-party vendor actions, manufacturer defects, unstable power, environmental hazards, carrier outages, cloud-service outages, customer account problems, unsupported systems, or events beyond JGittech's reasonable control.

15.5 Accidental damage. If JGittech causes accidental physical damage to Client-owned hardware through ordinary negligence during service, Client's exclusive remedy is limited to repair or replacement of the affected component, at JGittech's choice, up to the lesser of the device's fair market value immediately before the incident or the liability cap in Section 15.3, unless applicable law requires otherwise.

16. Disputes, Chargebacks, Governing Law, and Venue

16.1 Good-faith resolution. The parties should attempt to resolve disputes through good-faith informal communication before formal action where practical.

16.2 Payment disagreements. Payment disagreements, refund requests, credits, billing complaints, and exceptions must be escalated to Joel Gitter or authorized JGittech management. Field technicians are not authorized to resolve payment disputes on site.

16.3 Chargebacks and payment disputes. If Client initiates a chargeback or payment dispute for valid charges, JGittech may suspend service, require future prepayment, preserve records, and pursue lawful recovery of unpaid amounts, fees, and collection costs where permitted by law.

16.4 Reviews and statements. Nothing in this Agreement prohibits truthful reviews or lawful speech. Client agrees not to publish or submit knowingly false statements of fact about JGittech or its services.

16.5 Governing law. This Agreement is governed by the laws of the Commonwealth of Kentucky unless applicable law requires otherwise.

16.6 Venue. Claims arising from or related to this Agreement or services shall be brought in an appropriate state or federal court located in Kentucky, with Jefferson County, Kentucky as the preferred venue where permitted by law.

16.7 Small claims. Either party may bring an individual claim in small claims court if the claim is within that court's jurisdiction.

17. Changes, Electronic Acceptance, and Miscellaneous Terms

17.1 Updates. JGittech may update this Agreement, plan details, pricing, service descriptions, or policies with reasonable notice, including by posting on the website, updating service packets, or providing written notice. Continued use of services after the effective date means Client accepts the updated terms.

17.2 Electronic acceptance. Electronic signatures, electronic acceptance, checkout acceptance, online forms, emails, texts, payment confirmations, and electronic records may be used and are valid to the fullest extent permitted by law.

17.3 Severability. If any provision is held unenforceable, the remaining provisions remain in effect.

17.4 Assignment. Client may not assign this Agreement without JGittech's written consent. JGittech may assign or delegate service obligations as part of normal business operations, subcontracting, business transfer, or vendor coordination where appropriate.

17.5 Force majeure. JGittech is not liable for delays, failure to perform, or interruptions caused by events beyond reasonable control, including natural disasters, severe weather, power outages, internet/ISP outages, vendor outages, supply shortages, governmental actions, civil unrest, illness, emergencies, or other force majeure events.

17.6 Entire agreement. This Agreement, applicable plan sheets, invoices, service authorizations, addenda, and signed service documents constitute the agreement for the applicable services and supersede prior conflicting website service terms.

18. Contact Information

JGittech LLC
Louisville, Kentucky 40208

Website: <https://jgittech.com>
Phone: (502) 727-3294
Email: joelgitter@jgittech.com

Schedule 1 - Plans and Rates

Rates below are customer-facing reference rates. The active checkout page, invoice, estimate, written plan sheet, or signed agreement controls if it lists a different approved rate for a specific customer or service.

Plan	Monthly	Standard	Emergency / Enterprise	Notes
Pay-As-You-Go	\$0/mo	\$150/hr standard	Emergency rate may apply; enterprise quoted/approved before work	2-hour prepaid labor block; no subscription benefits
Core	\$60/mo	\$80/hr standard	\$160/hr emergency	Basic support/protection tier; enterprise services not included
Priority	\$90/mo	\$70/hr standard	\$140/hr emergency	Higher-priority support tier; enterprise services not included
Elite	\$120/mo	\$60/hr standard	\$120/hr emergency; \$100/hr enterprise; \$200/hr enterprise emergency	Managed IT tier; persistent remote access only with separate waiver
Loyalty	Invite-only	\$50/hr standard if approved	\$100/hr emergency; enterprise rates only if approved in writing	Not publicly promoted; available only at owner discretion

Annual prepaid plans, if offered, may receive a 15% discount unless a written plan sheet states otherwise. Annual prepaid plans are non-refundable once active except where required by law.

Enterprise services include servers, firewalls, VPNs, managed switches, VLANs, advanced routing, broad infrastructure management, ransomware response, multi-device compromise, cyber incident response, or other higher-risk business infrastructure work. JGittech may require a separate enterprise agreement, quote, or scope approval before beginning enterprise work.

Exhibit A - Service Caveats and Conditions

- Services are best-effort and may be limited by hardware condition, software defects, unsupported systems, malware, corruption, licensing, vendor platforms, third-party outages, account access, or Client cooperation.
- Emergency Service is billed at emergency rates when applicable and is not guaranteed unless accepted by JGittech.
- Enterprise or high-risk work may require separate scope approval, enterprise rates, third-party specialists, insurance coordination, legal counsel, or manufacturer/vendor support.
- Included software and bundled licenses are subject to vendor terms and remain available only while the applicable subscription is active and paid in full.
- Client is responsible for backups unless a managed backup service is expressly included in writing.
- Unsupported or end-of-life systems may be insecure, unstable, incompatible, or impractical to maintain. JGittech may recommend replacement or migration.
- Client remains responsible for reviewing migrated files, application functionality, email access, and critical workflows after migrations or device replacements.
- JGittech may stop work if conditions are unsafe, unpaid, outside scope, unlawful, or unsupported.

Exhibit B - Microsoft 365, Entra, and GDAP Administration Policy

- Client owns the Microsoft 365/Entra tenant, accounts, domains, mailboxes, files, and data. JGittech access is for service delivery only.
- JGittech may use delegated administration, including Sherweb GDAP, with least-privilege roles such as Helpdesk Administrator, User Administrator, License Administrator, and Security Administrator only when scope requires it.
- A client-owned break-glass Global Administrator account may be maintained for emergency recovery and provider transition. Break-glass access is not intended for daily use.
- If Client revokes delegated access, JGittech may be unable to provide Microsoft 365 services until access is restored.
- License delivery and onboarding items may be sent by email. Client must maintain mailbox access and provide MFA approvals when needed.
- Microsoft, Sherweb, Avast/Gen, Comet, Wasabi, and other vendors control their own platforms, terms, retention policies, pricing, availability, and feature changes.

Exhibit C - Optional Written Acceptance

This Agreement may be accepted electronically, by payment, by scheduling, or by receiving services. The signature lines below may be used when a written copy is requested.

Field	Response
Client name	
Client signature	
Date	
JGittech representative	
Ticket / invoice / plan reference	