

Subscription terms and conditions section 1

The Customer understands this is a subscription agreement between JGittech LLC and the Subscriber for services. The primary services included in the monthly fee include monthly backup support, software tune-ups, and malware removal. The subscription agreement is a legally binding contract between the Customer and JGittech LLC; upon submission of this form, the Agreement shall commence, and future subscription payments will be due monthly on this date. Upon submission, the client understands and agrees to pay the subscription rates outlined in the document titled "*Memorandum on the fees and charges*" the Subscriber understands that by agreeing to the terms and conditions of the monthly subscription charges, they are receiving a discounted rate on hourly services; the additional services performed are at the request of the client.

Subscribers understand that they agree to 6 months of automatic payments. After which time, the contract will need to be renewed; if the Customer does not agree to the renewed services requests, JGittech LLC will assume the Customer has canceled their Subscription and will begin charging hourly service rates at the standard rate outlined in the "*Memorandum on the fees and charges.*"

The Customer will have 30 days from the end of their subscription terms to resubscribe to avoid increased hourly charge rates. The monthly subscription charge is based on the standard calendar month. Price level changes are not retroactive. Prices for each price level are fixed when the Subscription is first placed and applied throughout the Term. Fees are subject to change at the beginning of any Subscription renewal.

Hourly rates, house visits, scheduling requirements, and limitations

For subscription services to be completed every month in a timely manner, it is the client's responsibility to ensure their device is on and connected to the internet at the appointed time. To request hourly services, the Customer must schedule a time through the shared calendar. A requested house visit is subject to availability. *Travel proximity will be outlined within the shared scheduling calendar.

The Customer must ensure they are within the geographic area where the Service is available. Prices will vary based on the location of the client, the travel proximity, and additional costs outlined in the "*Memorandum on the fees and charges.*"

Definitions and Explanations of Certain terms

The terms and conditions of this Agreement shall apply to the Customer. Within the contract, the Customer will be referred to as "Subscriber," "Buyer," "Client," and Customer.

The company will recognize the Customer responsible for the Agreement by the name provided upon Agreement to the Subscription.

JGittech LLC, a limited liability company, is also referenced in this document as "The Company."

JGittech LLC services are provided through the use of licensed 3rd party Software; furnished in connection with the computer Equipment owned by JGittech LLC.

The terms and conditions in this Agreement additionally recognize that software unowned by JGittech LLC and used in Service to clients are supplemented to the other terms and conditions of this Agreement.

Subscription Fees section 1.2

In consideration for the provision of the Service (except for Trial Service), Customer shall pay us the applicable fees per the purchased Subscription, as outlined in the applicable Order Form (the "Subscription Fees"). Unless indicated otherwise, Subscription Fees are stated in US dollars. Customer hereby authorizes us, either directly or through our payment processing service, to charge such Subscription Fees via Customer's selected payment method upon the due date. Unless expressly set forth herein, the Subscription Fees are non-cancelable and non-refundable. We reserve the right to change the Subscription Fees at any time, upon notice to Customer, if such change may affect Customer's existing subscriptions upon renewal.

The Customer understands their responsibility to make on-time monthly payments in full. In the event of failure to collect the Fees owed by Customer, we may, at our sole discretion (but shall not be obligated to), retry to collect at a later time and/or suspend or cancel the account without notice. The Customer understands that if three consecutive months pass of missed payments without notice of cancellation, the client's account will be terminated, and JGittech will send a non-payment letter to the client's contact information on file. After 30 days, if the Subscriber has not made payment attempts, the company may take legal action through arbitration or litigation, whichever the business owner sees fit.

Canceling of subscription section 1.3

The Customer understands that they can cancel their Service at any time, at no additional cost. Still, to request a service cancellation, the request must be sent by email to joelgitter@jgittech.com with "SUBSCRIPTION CANCELLATION" in the subject line or by texting the provider at 502-257-9962 with "SUBSCRIPTION CANCELLATION" in the message. For the cancellation of Service to be processed, the cancellation request must be placed 30 days before the next billing cycle. The account will not be prorated because a cancellation requires 30 days' notice before the next billing cycle. Service will remain active until the end of the cycle. At this point, the contract is severed, and the client will not be automatically charged again.

Terms of software use section 1.4

The Customer understands that to complete backup requests; the client will be held responsible for providing an additional storage device. JGittech recommends, but does not require, asking which external storage will best fit the client's individual needs; to ensure the correct storage device is being provided to complete the client's requested services.

The Customer agrees to and understands that all the software used is third-party. All warranties and liabilities expressed are with each software license agreement. JGittech will be using **TeamViewer** in Service to the Customer's needs. JGittech is not liable for any issues or technical errors that arise within specific software after completing services. However, the company will do its best to guide the Customer to their best available option upon request.

All products and Services obtained by the primary Subscriber under this "Subscription Agreement" shall be obtained by the Subscriber and solely used by the Subscriber. Services and discounted rates available through the Subscription are non-transferable. The services are not to be used by or shared with third parties by the clients as stock in trade or inventory intended for resale by the Subscriber to any third party. All such Products shall be installed in the United States. Notwithstanding anything to the contrary contained in the preceding sentence, nothing in this Section 1.4 shall prevent Buyer from reselling personal equipment after the completion of requested services; however, the client understands that the principal intent for purchasing is not with a view toward resale.

The Customer agrees that the Customer is using this software for personal use, not for commercial use, and if the Customer violates this Agreement, will be held legally responsible by JGittech LLC.

Warranties and Guarantee of Satisfaction section 1.5

The Customer agrees to and understands that individuals employed by JGittech LLC will not be held liable for any data loss that can occur within standard Service ****This is especially relevant when it comes to malware removal.*** Using the software mentioned above, the client agrees to each license agreement within each software used.

The Customer authorizes JGittech LLC technician(s) to perform repair work on the Customer's electronic device/s. The Customer understands that JGittech LLC technicians have been trained to perform work on electronic devices, but JGittech LLC is not an authorized service dealer. Further, the Customer agrees to release responsibility for any claims or unpreventable damages that may arise from any repair work performed on the client's electronic device/s within usual standards of Service. JGittech LLC is not liable unless otherwise and verifiably caused by severe negligence of JGittech LLC or its agent.

The Customer understands that JGittech LLC is not responsible for any data loss which may occur as a result of work done on the agreed electronic device. In addition, the client understands that they have the option to and are responsible for backing up the device before allowing any repair to be performed on the device in the service agreements. In the event of any data loss and hardware or software failure, JGittech LLC cannot be held liable.

The Customer understands that JGittech LLC will not browse through personal, private, confidential information or data; however, technicians may inadvertently see data during their work. The Customer understands that under these circumstances, any confidential data should be removed from the device before having repair work performed on the device. The Oregon Identity Theft Protection Act requires service providers to develop, implement, and maintain reasonable safeguards to ensure the security, confidentiality, and integrity of personal information. Safeguarding also means appropriately disposing of information. JGittech LLC will not store, keep, sell, or otherwise use customer information outside the required need for services performed.

The Customer understands that repairs or technical support performed by JGittech LLC may void manufacturer warranties, especially in the case of iOS device repairs. JGittech LLC and its affiliates do not assume any liability or warranty if the manufacturer warranties are voided but may, at its sole discretion, offer its warranty on the parts and services performed.

Neither party shall be held responsible for any delay, illness, or failure in the performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, epidemic, pandemic, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right to terminate the other party without any liability to the other party in this Agreement.

In the event that a customer fails to accept delivery, respond to the required three notices of communication received from JGittech LLC, or pick up their property within 60 days of the signed date on this document. In that case, JGittech LLC will consider the property abandoned and has the right within federal law to sell the property if services remain unpaid. In accordance with federal consumer law, JGittech will notify the Customer once more at the end of the 60 days that the property will be promptly sold in 30 days if payments have not been received. Under the circumstances of payments received and in compliance with federal law, all properly considered abandoned will be brought to the proper authorities and will no longer be the responsibility of JGittech.

All services are non-refundable, but we will happily schedule a corrective service free of charge.

JGittech LLC reserves the right to refuse Service to anyone.

Customer Signature is the "Submit" Button

Memorandum on the fees and charges to clients of JGittech LLC

Acceptable payment methods include.

- Debit cards.
- Credit cards.
- Mobile payments.
- square invoices

Subscriptions Tiers

Tier 1:

- *Being prepared package:*
 - *\$20 / month for subscription Package*
 - *\$20 / hour for the following services:*
 - *monthly computer backup service*
 - *20% off on house calls**

Tier 2:

- *Trusty Tune-up Package:*
 - *\$20 / month for subscription Package*
 - *\$30 / hour for the following services:*
 - *monthly computer backup service*
 - *monthly Computer tuneup services being performed*
 - *30% off on house calls**
- *Computer wellness package:*
 - *\$20 / month for subscription Package*
 - *\$30 / hour for the following services:*
 - *monthly computer backup service*
 - *monthly malware detection and removal*
 - *30% off on house calls**

Tier 3:

- *The Deluxe VIP package*
 - *\$20 / month for subscription Package*
 - *\$40 / hour for the following services:*
 - *monthly computer backup service*
 - *monthly malware detection and removal services being performed*

- *monthly Computer tuneup services being performed*
- *40% off on house calls**

Hourly rates

Tier 1:

- *Being prepared package:*
 - *\$20 / hour for the following services:*
 - *monthly computer backup service*

Tier 2:

- *Trusty Tune-up Package:*
 - *\$30 / hour for the following services:*
 - *monthly computer backup service*
 - *monthly Computer tuneup services being performed*

- *Computer wellness package:*
 - *\$30 / hour for the following services:*
 - *monthly computer backup service*
 - *monthly malware detection and removal*

Tier 3:

- *The Deluxe VIP package*
 - *\$40 / hour for the following services:*
 - *monthly computer backup service*
 - *monthly malware detection and removal services being performed*
 - *monthly Computer tuneup services being performed*

Billing for hourly rates will be invoiced to the client within 3 business days of the work performed and can be paid at any time before their next automatic payment; if payment has not been received by this point, it will be charged with the automatic monthly payment.

Non-subscribers will be invoiced to the client within 3 business days of the work performed, and payment is expected within 7 calendar days of the client receiving the invoice.

Home visits and travel fees.

Home services scheduled within a 30-minute commute of the Technician will begin hourly charges upon arrival at the client's home. Requests outside of the 30-minute travel proximity and between 30 to 45 minutes commute will be charged 50% of the first hour, which begins once the Technician starts their commute. Anything over 45 minutes away is charged at hourly rates once the Technician starts their commute.

We are sorry to our customers that this may inconvenience; we are working on expanding home visit services. Upon which time, the proximity in the scheduling will be updated to include the new geographic area covered.

Locations within the current 30-minute commute window include Louisville, KY

Fees associated with missed or late payments

Any missed or late payments will result in the client being charged an additional \$10 fee with their subsequent payment.

Regarding returned payment transactions, due to the clients' payment institutions declining charge or insufficient funds, the client will be charged a \$10 returned payment processing fee.

Subscriptions are based on a 6-month automatic payment cycle. However, the Subscriber may cancel their Subscription at any time for no additional cost. The Subscriber must give 30 days' notice to process cancellations. Month subscription charges are non-refundable and will not be prorated. Any change in prices is not retroactive. Cost changes will reflect on the subscribers' accounts upon their subscription renewal.