



CONGRATULATIONS

You have just made a smart consumer decision to protect your computer from the possible unforeseen cost of repairing your new or reconditioned product by purchasing a Computer Clarity Service Contract Warranty. If you have questions concerning your plan please call 719 266-8822.

This Service Contract Warranty is an agreement between COMPUTER CLARITY, LLC, who is the warrantor/provider, and the WARRANTEE. COMPUTER CLARITY, LLC is the Administrator. WARRANTEE having questions regarding the receipt of services under this Service Contract Warranty should call the Administrator. This document sets forth the entire Service Contract Warranty and may not be modified except by mutual written agreement of both the WARRANTOR and the WARRANTEE.

1. SERVICE CONTRACT WARRANTY:

It is the expectation of COMPUTER CLARITY, LLC (CC) that the Windows Operating System and Microsoft Office Software are licensed and functioning. CC warranties all repairs and maintenance at no charge for the service duration of the WARRANTEE'S Service Contract Warranty.

A. DEFINITIONS

As used in this Service Contract Warranty, the following terms shall have the following meanings:

- (1) **Equipment** shall mean the computer hardware system with which this Service Contract Warranty is applied;
- (2) **Manufacturer** shall mean the Original Equipment Manufacturer (OEM);
- (3) **WARRANTEE** shall mean only the end-user of the Equipment who is located in the continental United States or Canada and who is either the original purchaser of the equipment from the Manufacturer, from an authorized reseller, or an authorized person who receives a transfer of this Service Contract Warranty as provided below;
- (4) **Person** shall mean an individual, partnership, association, corporation, limited liability company, limited liability partnership, trust, estate, or other entity of any kind, as the case may be, including but not limited to a governmental entity or subdivision thereof;
- (5) **Term** shall mean monthly, bi-annually or annually;
- (6) **Service Duration** shall mean the period commencing on the Commencement Date or any renewal period agreed to by WARRANTEE and CC;
- (7) **Commencement Date** shall mean the date on which the Service Contract Warranty is first purchased by a WARRANTEE from CC or from a CC authorized reseller.
- (8) **Covered Software*** shall mean the licensed software included in the Windows Operating System and Microsoft Office (Word, Excel, Outlook, PowerPoint and Internet Explorer) software installed on the Equipment on the Commencement Date. Software installed later by a CC technician may be covered at the discretion of CC;
- (9) **Remote Repair** shall mean repairing the computer through the internet using Remote Desktop Access Software;
- (10) **On-Site** shall mean the location where the computer is used;
- (11) **In-Shop** shall mean the location of any CC or authorized service provider;
- (12) **Authorized CC Service Provider** shall mean a computer technician or repair Service Company that has prior authorization from CC to perform service work for CC clients and Warrantees.

B. COVERAGE

This Service Contract Warranty extends only to the WARRANTEE and not to any other Person. To obtain performance under this Service Contract Warranty, the WARRANTEE should call CC at the phone number appearing above and report the software malfunction. It shall be the WARRANTEE'S responsibility to prove the Commencement Date. For this reason, the WARRANTEE should save the purchase receipt or have at hand the Service Contract Warranty Number. CC reserves the right to refuse service to any WARRANTEE who cannot prove the Commencement Date.

- (1) **Virus Removal**; CC will remove any viruses at no charge. If needed or required, CC will reload the WARRANTEE'S (licensed) software back into the computer at no charge.



- (2) **Windows Operating System and Covered Software***; If needed or required CC will repair, reconfigure or reinstall the Covered Software at no charge.
- (3) **Software Updates**; CC will deploy the most current updates and patches for all Covered Software on to WARRANTEE'S computer. If any updates or patches fail, CC's authorized service technician will repair the Covered Software at no charge.
- (4) **Performance**; CC will maintain the speed and performance like it was new on WARRANTEE'S computer at no additional charge. All the temporary files, cookies, temporary internet files and other unnecessary programs that build up in a computer will be removed continuously. The hard drive will be optimized and data errors corrected.
- (5) **Remote Repair**; CC will attempt to diagnose and repair problems over the telephone or via remote assistance. Telephone technical services are available at 719 266-8822 anytime, 7 days per week.
- (6) **On-Site Repair**; CC provides On-Site service as necessary Monday through Friday, excluding holidays, between the hours of 8:00 A.M. and 5:00 P.M. Mountain Time.
- (7) Only representatives of CC or authorized CC service providers may perform repairs on the Equipment under this Service Contract Warranty.
- (8) During the Service Duration, CC will repair or reinstall, at the option of CC, any Covered Software that is not functioning as it is designed. All reinstallation shall be provided by CC, at no charge. CC will return the Covered Software to its functionality promptly. CC will not replace WARRANTEE'S hardware.
- (9) Some problems or defects may require CC to reformat or replace a hard disk drive. Under such circumstances all data on the disk drive may be lost. Neither CC nor the authorized CC service providers shall be liable for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Service Contract Warranty or resulting from the services performed hereunder. The WARRANTEE is solely responsible for the security of the WARRANTEE'S data. CC strongly advises WARRANTEE to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure.

C. EXCLUSIONS

This Service Contract Warranty does not include:

- (1) Installation or set-up of the Equipment;
- (2) Attachments, additions, alterations, or modifications by persons other than authorized CC service providers;
- (3) Hardware and any problem involving a defect in the Equipment hardware;
- (4) Any problem that cannot be solved by reconfiguration or reinstallation of malfunctioning software;
- (5) New installations including new software, hardware, internet and network connections;
- (6) Theft or Physical damage;
- (7) Use of any item with the Equipment if the item is not designated for use with the Equipment; or
- (8) Any computer system that is not fully functional at the time that the Service Contract Warranty is purchased by the WARRANTEE;
- (9) There is a 15 day waiting period for any repair services covered under this Service Contract Warranty, the 15 days are added on to the end of this warranty, this is to prevent possible WARRANTEE from purchasing a warranty and then having major repairs done the next day as the Equipment and Windows Operating System is required to be in working condition at the time of the warranty purchase;
- (10) We are not responsible for any virus removal if it was caused by a human error or by using any security software that is not provided by CC. This would include any legitimate or fake anti-virus or security pop-ups, website advertisements, email warnings or attachments, or instant message pop-ups;
- (11) Any instructions involving software applications, Windows Operating System functions, external or internal devices;
- (12) Data Backup;
- (13) Computers that use unlicensed software;
- (14) The speed of your internet connection;
- (15) Boosting the computer's speed beyond the hardware capabilities;
- (16) On-Site locations more than thirty miles from a Computer Clarity location or the location of an authorized Computer Clarity Service Provider may incur trip charges.

The Service Contract Warranty is void if any component upgrades, replacement, or repairs are performed by any Person (including but not limited to the WARRANTEE) or other entity.



2. FEE: The WARRANTEE will be billed in advance to receive this Service Contract Warranty. The fee will be based on the WARRANTEE'S Service Contract Warranty. If, during the Term of this agreement, WARRANTEE changes the Term of the Service Contract Warranty, the fee may be increased. The Term will be automatically renewed unless cancelled by either party.

3. LIABILITY: The maximum liability of CC under this Service Contract Warranty is limited to the cost of service required to restore the Windows Operating System and Covered Software functionality, not including screens, cases, displays, adapter port and wireless port due to negligence. CC shall not be liable to the WARRANTEE for incidental and consequential damages. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Service Contract Warranty gives you specific legal rights, and you may also have other rights, which vary from State to State. CC has provided this Service Contract Warranty pursuant to an agreement between the WARRANTEE and CC. All of the obligations of CC under the agreement run solely to CC. In the event CC fails to provide services to the WARRANTEE under this Service Contract Warranty, WARRANTEE shall be entitled to a refund of the Service Contract Warranty price paid by the WARRANTEE. CC has the right to refuse unreasonable service requests and to refund the WARRANTEE at the pro-rated price of the Service Contract Warranty.

4. RESPONSIBILITIES OF WARRANTEE: As a condition of this warranty, CC's maintenance and security software must be installed on the WARRANTEE'S computer. Removal of this software for any reason will void the warranty. In addition, WARRANTEE shall:

- (1) Contact CC at the telephone number above for reinstallation if the maintenance and security software has been removed;
- (2) Operate the Equipment in an environment meeting the Manufacturer's specifications;
- (3) Protect the supply of electricity to the Equipment through the use of appropriate surge protection devices;
- (4) Comply with the Manufacturer's operating manual;
- (5) Promptly report to CC any diagnostic or error messages;
- (6) Permit no work on the Equipment, the Windows Operating System or Covered Software except by authorized CC service providers during the CC Service Contract Warranty Duration, unless authorized in writing or email to the WARRANTEE;
- (7) Have an adult representative present whenever CC provides On-Site support services;
- (8) Perform such diagnostic procedures or programs as requested by an Authorized CC Service Provider;
- (9) Be available to grant Remote Computer Access to the Authorized CC Service Provider. The WARRANTEE must be available to aid with the functions of facilitating computer repairs (i.e., inserting disks, reboots or any other physical requirements.)
- (10) Failure to do the above may result in travel charges for computer pickup and possibly void the Service Contract Warranty.

5. TRANSFER OF SERVICE CONTRACT WARRANTY: This Service Contract Warranty may be transferred at any time during the original duration hereof for a transfer fee of \$15.00. The transferee succeeds to the remaining duration of the Service Contract Warranty. Please call the phone number listed above for information.

6. INDEMNIFICATION: CC shall not be liable for, and WARRANTEE hereby indemnifies and holds CC and every authorized CC service provider harmless from, any and all loss, damage, claim, or cause of action, direct or indirect, incidental or consequential, occurring to WARRANTEE, or to the employees or agents of WARRANTEE, or to any other third party, or to the property of any of the foregoing, which may arise as a result of any defect covered by this Service Contract Warranty or as a result of any service performed under this Service Contract Warranty. CC is not responsible to make repairs that will exceed the replacement value of the unit as determined by the CC technical administrator. In such cases CC may refund the Service Contract Warranty purchase price paid by the WARRANTEE.

7. CONSTRUCTIONS AND INTERPRETATION: WARRANTEE'S return of this Limited Service Contract Warranty Agreement or WARRANTEE'S payment of the Service Contract Warranty shall constitute WARRANTEE'S acceptance of and acquiescence to the conditions of this Service Contract Warranty including the indemnification



Computer

Clarity

Service Contract Warranty

Coverage's, Terms & Conditions

provisions. This Service Contract Warranty shall be governed by and construed in accordance with the laws of the United States and Canada with any superseding state or province laws taking precedence.

8. If any part of this agreement is made invalid by local or state laws, no other part shall be invalid.

Warrantor: Computer Clarity, LLC - Colorado Springs, 80910

Representative's Name: _____

Warrantor's Signature: _____ Date: _____

Warranty Number: _____

Warrantee's Name: _____ Representing: _____

Warrantee's Signature: _____ Date: _____

Duration: _____ Price: _____ Number of Computers: _____