

Remote Help Desk Assistance

PLEASE READ ALL STEPS OF EACH SECTION BEFORE PROCEEDING
Remote Assistance Support Information - Preliminary Information and Agreement

Below is the Online Computer Repair Terms and Conditions (OCRTC) Agreement. THIS IS A CONTRACT, AND ONCE ACCEPTED BY YOU, YOU ARE LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS, AS ARE WE. Read through it carefully. If you agree to bound by the term and conditions, fill in your name, phone numbers, E-Mail address and click on Agree or Click on "I agree and I have read the remote support agreement and I am ready to install the remote agent". You must also give us a basic description of what the computer is doing that you feel is not right. (Explain why you want us to do this repair!) This is your electronic agreement to the terms stated there in. Without your agreement, we cannot assist you remotely.

ANIME AND COMPUTERS DIRECT, LTD. - A & C DIRECT
Online Computer Repair Terms and Conditions

THE ANIME AND COMPUTERS DIRECT, LTD./A & C DIRECT, KNOWN HEREAFTER AS "A & C DIRECT", SERVICE AGREEMENT, THE TERMS OF ANY APPLICABLE WARRANTY OR ANY EXTENDED SERVICE CONTRACT BETWEEN YOU AND A & C DIRECT WILL GOVERN SERVICE. A & C DIRECT IS AN OHIO LIMITED LIABILITY COMPANY; ALL OF THE PROVISIONS OF THIS AGREEMENT SHALL BE CONSTRUED UNDER, AND ALL ACTIONS TAKEN BY ANY PARTY HERETO, ARE GOVERNED BY THE STATE OF OHIO AND/OR THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. PLEASE READ THESE REPAIR TERMS AND CONDITIONS CAREFULLY.

BY CLICKING ON THE "AGREE" button and/or installing the support software - you are acknowledging that you have read and understood, and agree to the "Computer Repair Terms And Conditions Agreement" statement below. YOU AGREE THAT THESE REPAIR TERMS AND CONDITIONS GOVERN SERVICE BY A & C DIRECT. IF YOU DO NOT AGREE TO THESE REPAIR TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE; no estimate will be made, no work will be done and no charges will apply.

1. Service. You have requested service from A & C DIRECT. Unless otherwise exempt from any charges due to the applicability of a warranty, service agreement, or extended service contract, A & C DIRECT will diagnose and service your computer for a fee as described in Paragraph 2 below. The services to be provided will be described to you, the estimated charges for such services that will be provided will be described to you, and the estimated charges for such services will be determined by A & C DIRECT during the diagnosis of your equipment.

2. Services and Diagnostic Fee. A & C DIRECT may charge you a diagnostic fee ("Diagnostic Fee"), plus applicable tax, for the inspection of your computer to determine an estimated repair cost. A & C DIRECT will ask for your approval of the estimate before performing the work necessary. If you do not agree with the estimated charges, A & C DIRECT will not perform or complete the services indicated in the estimate, on your computer and may charge you ONLY the Diagnostic Fee plus applicable sales tax. If you agree with the estimated charges, A & C DIRECT will perform all necessary services reasonably necessary to properly complete the repair of your computer or system. Once service is complete A & C DIRECT, will send you a detailed description of the work performed.

4. Payment. Unless your service is covered by A & C DIRECT's warranty or extended service contract without charge to you, you will pay the estimated charges stated when you authorized service and prior to any service being performed. The estimated charges include all service labor only. Once service is complete, your payment for the actual costs incurred and the final sum owed, if different from the estimate, is due upon completion. Should it be determined in the course of the performance of diagnostics that the problems on your computer are hardware based, A & C DIRECT will notify you of same and you may take or send the hardware to a repair station of your choice or to A & C DIRECT, for service on the hardware; diagnostic fees may still be applicable. No adequate estimate of that expense can be determined without actually testing the hardware.

5. Transfer or Installation Services. Unless otherwise agreed, A & C DIRECT is not liable for and you agree to hold A & C DIRECT harmless from any and all damages, costs, and expenses incurred as the result of any defect or damage to any software or data residing or recorded in your computer, whether incurred during the course of A & C DIRECT's services or otherwise. If service involves transferring information or installing software, you represent that you have the legal right to copy the information, to use the software and agree to the terms of the software license, and you authorize A & C DIRECT to transfer the information and accept such terms on your behalf in performing the service.

6. Warranty. In servicing your computer, A & C DIRECT warrants that service will be performed in a professional and timely manner. All services are warranted for a period of 10 days at the discretion of A & C DIRECT. There is NO warranty for removal of viruses, spyware, adware or malware; if they are the cause of a repeat effort, you will be charged again for that service.

THIS WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL SERVICES PERFORMED FOR YOU BY A & C DIRECT. A & C DIRECT SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH ITEMS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. IF A & C DIRECT CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY ONLY.

9. Limitation of Liability. IF ANY DAMAGE SHOULD OCCUR WHILE YOUR COMPUTER OR SYSTEMS ARE BEING SERVICED, A & C DIRECT HAS NO LIABILITY FOR THE COST OF REPAIR OF THE AFFECTED COMPUTER. A & C DIRECT'S ENTIRE LIABILITY TO YOU FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE SERVICE OF YOUR COMPUTER, WHETHER DUE TO A & C DIRECT'S ERROR OR NEGLIGENCE OR TO ANY OTHER REASON, IS LIMITED TO THE AMOUNTS THAT YOU PAY A & C DIRECT FOR SUCH SERVICE. A & C DIRECT HAS NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOST PROFITS OR REVENUE, OR ANY OTHER DAMAGES WHATSOEVER NOT OTHERWISE EXPRESSLY PERMITTED UNDER THIS AGREEMENT. A & C DIRECT EXPRESSLY HAS NO LIABILITY FOR LOSS OF OR DAMAGE TO DATA OR SOFTWARE APPLICATIONS WHILE PERFORMING SERVICE. YOUR ONLY REMEDY UNDER THE REPAIR TERMS AND CONDITIONS IS TO SEEK RECOVERY OF DAMAGES AGAINST A & C DIRECT IN AN AMOUNT NOT TO EXCEED WHAT YOU PAID A & C DIRECT FOR THE SERVICE.

10. Data Protection. You agree and understand that it is your (the customer's) responsibility to maintain copies of all important data on your computer, and to obtain such copies prior to authorizing A & C DIRECT to commence its services for you.

11. This agreement shall be construed under the laws of the State of Ohio. In the event any dispute arises under this agreement or in any manner concerning the subject matter thereof, the parties agree that any such dispute shall be subject to binding arbitration only, and the parties expressly waive any and all rights they may have to otherwise proceed with such dispute resolution in a court of law. Any and all binding arbitration proceedings shall be undertaken as "fast track" proceedings and shall only be commenced in Medina County, Ohio. Such arbitration proceedings shall be administered by an arbitration entity of our choice organized and doing business in Medina County, Ohio. Each party shall bear its own costs and expenses of such proceedings, including any and all resulting attorney fees; provided, however, that the prevailing party in such proceedings may have the right to recover attorney fees against the opposing party if such fees are otherwise recoverable in disputes of that type under the laws of the State of Ohio. This paragraph is intended to be and shall be construed as a forum selection clause, and the parties agree to bound hereto.