

# Mainstay Computing WARRANTY AND POLICIES

You have requested service by using Mainstay Computing and by doing so acknowledge and agree to the following terms and conditions.

- Returns:** To ensure that the products you have purchased are brand new and to maintain the decency of your warranty, there will not be any refunds or exchanges on software, software licenses, retail-boxed, custom-built, specially-ordered, or non-defective merchandise. DOA or defective merchandise can be exchanged for the same identical item within a period of 14 days only if there are no signs of abuse. Shipping and handling are not refundable.
- Fees:** Payment is due upon completion of service (as shown on Invoice). Mainstay Computing charges \$75/hr per technician for all on-site, in-store, remote session, and web design labor, unless otherwise set forth in a service contract. Services are billed in 1/2-hr increments. A minimum of 1 hour is charged for all on-site support (including appointments that you miss or same-day cancellations). Additional travel time may be charged for Madeira Park and Pender Harbour. After hours or emergency support will be billed at time-and-a-half.
- Payment:** Mainstay Computing accepts cash, cheque, Email Money Transfers, PayPal, and HyperWallet. For email money transfers payments please send to support@mainstaycomputing.com and use the Invoice Number as the answer to security questions. You can also pay online or at any Bank of Montreal branch using your personalized Customer Account No., which is found under Bill To on your Invoice.
- Late Fees:** All discounts included in your original invoice are contingent upon prompt and complete payment. Overdue accounts are subject to a compounded finance charge of 2% per month, calculated from your original due date. If you have already made payment but receive a statement, please contact us to confirm payment has been applied to your balance and that your account is no longer outstanding.
- Transfer or Installation Services:** Mainstay Computing is not liable for and you agree to hold Mainstay Computing and owner Matthew Lehmann 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 Mainstay Computing'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 Mainstay Computing to transfer the information and accept such terms on your behalf in performing the service.
- Retention:** Mainstay Computing will hold your computer for no longer than 30 days from time of completion of service. We will attempt to arrange pickup or delivery of your equipment a total of 5 times. After such time, your computer will be safely disposed and recycled with all data destroyed.
- Confidentiality:** The service provider, Mainstay Computing, hereby agrees that it will not use or disclose any identifiable patient or customer information except for the purposes necessary to perform services for the practice, business, or individual named on the reverse side of this document or with the prior written consent of the practice, business, or individual in their sole discretion or as compelled by law.

The service provider represents that it has safeguards in place, equal or superior to the practice or business named on the reverse side of this document, to protect the security of patient or customer information. The service provider agrees to securely dispose of identifiable patient or customer information once it is no longer required for the purposes specified in the service contract. In the event that no formal service contract is in place, confidential information will be destroyed 30 days following the completion of the service.

The service provider agrees that there will be no disclosure of personal identifiable information outside of Canada and no access to this information from outside Canada without prior consent from the practice or business.

The service provider represents that it is aware of and fully compliant with BC's Personal Information Protection Act (PIPA) and agrees to comply with that Act. The service provider acknowledges and agrees that any breach of this agreement may result in termination of the service agreement.

- Data Protection:** You agree and understand that it is the customer's responsibility to maintain copies of all important data on your computer, and to obtain such copies prior to authorizing Mainstay Computing to commence its services for you. If backup services are required, it is the customer's responsibility to clearly request this service at the commencement of service.
- Legal Agreement:** This agreement shall be construed under the laws of the Province of British Columbia, Canada. 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 resolution shall be subject to the decision of the courts of the Province of British Columbia.
- Warranty:** In servicing your computer, Mainstay Computing warrants that service will be performed in a professional and timely manner. All services are warranted for a period of 30 days at the discretion of Mainstay Computing. 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. Mainstay Computing does not guarantee the efficacy of any antivirus, antispayware, or antimalware program.

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 MAINSTAY COMPUTING. MAINSTAY COMPUTING 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 MAINSTAY COMPUTING 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.

- Limitation of Liability:** IF ANY DAMAGE SHOULD OCCUR WHILE YOUR COMPUTER OR SYSTEMS ARE BEING SERVICED, MAINSTAY COMPUTING HAS NO LIABILITY FOR THE COST OF REPAIR OF THE AFFECTED COMPUTER. MAINSTAY COMPUTING'S ENTIRE LIABILITY TO YOU FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE SERVICE OF YOUR COMPUTER, WHETHER DUE TO MAINSTAY COMPUTING'S ERROR OR NEGLIGENCE OR TO ANY OTHER REASON, IS LIMITED TO THE AMOUNTS THAT YOU PAY MAINSTAY COMPUTING FOR SUCH SERVICE. Mainstay Computing 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. MAINSTAY COMPUTING 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 Mainstay Computing IN AN AMOUNT NOT TO EXCEED WHAT YOU PAID Mainstay Computing FOR THE SERVICE.
- Notice:** Please note that these Warranties & Policies are subject to change without notice.

I hereby agree to the terms and conditions as outlined above:

\_\_\_\_\_  
Authorized Agent      Date

