

TERMS OF SERVICE

The following terms and conditions of service are applicable to all services and computer repair provided by Heath Incorporated and/or under any of its brand names, herein will be referred to as Heath Incorporated. Terms and conditions may change at any time, with or without notice. By engaging Heath Incorporated for services, you are indicating your agreement to be bound by all of the terms and conditions outlined within this document. The Terms of Service can also be found on our website at www.heathinc.com. Heath Incorporated services are

1. Responsibilities of User: User understands and agrees that prior to contacting or engaging in service with Heath Incorporated to perform any evaluation, diagnostics, repair, upgrade or any other service upon your computer that it is the responsibility of the user to back-up data, software, files or other electronic information stored within a computer hard-drive or other memory device or drive. You as the user also acknowledge and agree that Heath Incorporated shall not be responsible under any circumstance for any loss of data, software, and corruption of data or damage to hardware or components. a) You as the user represents that you are 18 years of age or older. b) You as the user represent that you have the legal capacity and authority to bind yourself and your employer, as applicable, to this Agreement. c) You as the user agree that you are responsible for all activity and use of your account. You agree and understand that you accept full responsibility and liability for the actions of anyone who uses a service from Heath Incorporated via your account. d) You as the user agree that you will be available at your appointment time. Applicable no-show fees or late fees are payable and due as outlined below for missed or late appointments.

2. Services: Heath Incorporated provides computer support services remotely, on-site and via telephone. Heath Incorporated will attempt to diagnose and provide or suggest a solution for a service fee. In some situations, a solution, diagnosis or support may not be completed due to an issue with user's computer, its configuration or other issue that is beyond the control of Heath Incorporated. Heath Incorporated will make every reasonable attempt to perform services to diagnose, troubleshoot, assess and correct computer or network issues. Regardless of the outcome, you the user is still responsible for charges for the time and effort spent in an attempt to provide services.

4. Service Areas: Heath Incorporated reserves the right to establish, change, add or eliminate service areas with or without notice. Heath Incorporated has the authority to establish and charge additional fees for areas outside of our normal service areas. Users should contact 651.388.1480 for exact service areas, service fees and trip charges.

6. Service Limitations & Availability: Heath Incorporated reserves the right to charge additional fees for certain services that a client may require or request above and beyond any service plan. Heath Incorporated will at its sole discretion determine these additional services and fees. Services selected by a user may not be available at all times. Heath Incorporated or its subsidiaries, suppliers or partners at any time without notice or liability may restrict the availability of service or its times of availability to perform scheduled or unscheduled maintenance. For some services, specific Internet connection requirements are necessary. It is the responsibility of you the user to maintain Internet connectivity to allow for adequate service levels. Heath Incorporated will at its sole discretion determine adequate service levels. a) You the user acknowledges that circumstances outside of the control of Heath Incorporated may arise that may lead to service delays. You the user hereby release Heath Incorporated from any and all liability and agree that Heath Incorporated is not responsible for any direct or indirect damages resulting from any service delays.

8. Safe Access to Equipment: User agrees that they will provide full access to computer systems, systems, peripherals or software that we are to service and that power, network connectivity and a safe climate controlled work environment is provided along with full cooperation and access to enter your home or business to perform services. If a Heath Incorporated representative arrives at the schedule service time and he or she does not reasonably have access, cooperation, or safe working areas, then service may be denied and a \$99 cancellation fee will be charged.

9. Software / Hardware Licensing & Warranties: You the user agree that you will be responsible for all software licensing installed on your computer. Heath Incorporated provides technical support and consulting for third party software and/or equipment. We make no warranty that we are an authorized service provider for Third Party Software or for any equipment; it is your sole responsibility to determine if you require additional rights for us to provide such support and if so, to acquire such rights. You acknowledge that support of Third Party Software or equipment by an unauthorized service provider may void any warranty made by the supplier of such Third Party Software or equipment.

a. Third Party Software: As part of our services, Heath Incorporated may recommend the acquisition of third party software. You the user agrees that you will abide by all terms and conditions outlined within a license agreement whether this software is installed, recommended or sold to you by Heath Incorporated or not. Heath Incorporated makes no warranty or representation regarding third party software or hardware.

11. Payment of Fees: You the user agree to pay all applicable charges and fees related to your applicable service plan as well as any taxes or other charges due including no-show fees, trip charges, set-up fees or termination fees. Monthly recurring fees for subscription plans will be billed in advance if applicable. Service to you may be denied or discontinued without notice at any time in the placement of Service charges on your credit card, or your credit card provider denies or discontinues providing credit to you for any reason, or you fail to make payment when due or provide us with a new credit card expiration date before the existing one expires.

b. Late fees may apply if your bill is not paid by the due date. Heath Incorporated may charge a late fee of 5% or the highest rate permitted by law for late payments. Users are responsible for paying collection agency fees utilized to collect past monies due including attorney fees.

c. Users must contact Heath Incorporated a minimum of three (3) hours prior to an appointment to cancel or reschedule an appointment, otherwise, at Heath Incorporated sole discretion, a missed or late appointment fee may apply. Late or missed appointment fees are as follows: On-site = \$99 / Remote Support = \$50.

12. WARRANTIES AND LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE OR PRODUCTS SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY HEATH INCORPORATED (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT OR SOFTWARE), HEATH INCORPORATED (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, INCLUDING GLOBAL SERVICE PROVIDERS (GSPS), DISCLAIM ANY AND ALL WARRANTIES FOR THE PRODUCT OR SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY HEATH INCORPORATED OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. USE OF HEATH INCORPORATED COMPUTER SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

HEATH INCORPORATED DOES NOT WARRANT THAT THE PRODUCTS OR SERVICE PROVIDED BY HEATH INCORPORATED WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, OR THE LIKE. HEATH INCORPORATED SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. HEATH INCORPORATED MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE PRODUCT OR SERVICE OR THE INTERNET. HEATH INCORPORATED MAKES NO WARRANTY REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE OR ANY LINKS DISPLAYED. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET GENERALLY. DO NOT USE THE SERVICE IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

IN NO EVENT SHALL HEATH INCORPORATED (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, INCLUDING GSPS, BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE PRODUCT OR SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF HEATH INCORPORATED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

13. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Heath Incorporated from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Product or Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the Product, Service, Software, or the Internet.

14. NOTICES

12.1 Notices required under this Agreement by you shall be provided to the Heath Incorporated Customer Service Department. Notices by Heath Incorporated to you shall be deemed given: (a) when sent to your registered email address, or (b) when deposited in the United States mail addressed to you at last-known address or (c) when hand delivered to your home, as applicable. Notice of changes to this Agreement and these Terms of Service will be deemed given upon posting to the pages on the Website.

With regard to electronic communications, you and Heath Incorporated further agree that: (a) the User ID and/or alias of a sender, contained in an electronic communication ("email"), is legally sufficient to verify the sender's identity and the authenticity of the communication; (b) an email sent containing your User ID and/or alias establishes you as its originator and has the same effect as a document with your written signature on it; and (c) an email or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.

15. GENERAL PROVISIONS

13.1 All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation, those clauses relating to Software Licenses, Warranties and Limitation of Liability, and Indemnification, shall survive such termination, cancellation or expiration.

Heath Incorporated will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.