Geek Assist Services LLC End User Support Agreement

This End-User Support Agreement ("EUSA") is a legal agreement between (a) you ("CUSTOMER" either an individual or a single entity) and (b) **Geek Assist Services LLC** ("MERCHANT") that governs your use of **Geek Assist Services LLC** for support. By signing this agreement you agree to the understanding shown below and agree to be bound by the terms of this EUSA.

(a) Capacity and Authority to contract

CUSTOMER represents that you are of legal age of majority in your state of residence and, if applicable you are duly authorized to enter into this contract.

(b) Description of services

MERCHANT offers online support for a large set of software products including:

Desktop, laptops, printers, gadgets and devices including tablets, MP3 players, cameras and smartphones Operating system support for major manufacturers

Internet support for major service providers and antivirus software and end point protection from online threats including viruses and malware. Also enhanced identity security with spyware removal. Also provides website services including design, development, speed optimization, SSL and malware removal. Hosting services, WordPress services.

- (c) Term This EUSA is effective unless terminated and is valid for the period of term established above.
- (d) Payment Payment shall be made to Geek Assist Services LLC. The charge on CUSTOMER statement will appear as Geek Assist Services LLC
- **(e) Independent Service Company** MERCHANT is an independent technical support company and is not affiliated or endorsed by any company whose products we service. All brands, images, trademarks, products and services of companies mentioned belong to the individual companies.
- (f) Limited Liability The parties understand and agree that MERCHANT and its employees, subcontractors, and its agents assume no liability or responsibility for the cost of repairing or replacing any equipment, software or personal property, including intellectual property lost or damaged, either current or arising in the future, or any consequential damage of any nature incurred as a result of the services rendered to the CUSTOMER. The CUSTOMER agrees that in the event the CUSTOMER incurs any loss as a result of the services rendered it pursuant to this agreement, the MERCHANT, its employees, subcontractors, and agents is liable only to the extent of the MERCHANT charge to this CUSTOMER for this Agreement.
- (g) Right to refuse, suspend or terminate service MERCHANT reserves the right to refuse, suspend or terminate service to any user for any reasons related to improper/illegal use of computers in the service plan. In the event of such refusal or termination, a refund for time remaining will be made on a pro-rata basis and will credit to CUSTOMER account within 72 hours of termination.
- **(h) Transfer** This agreement is non-transferrable without the prior agreement of MERCHANT. The new end user receiving the transferred agreement must agree to all the EUSA terms.
- (i) **Refunds and Cancellation** MERCHANT agrees to the following refund /cancellation schedule after the signature of agreement. CUSTOMER is requested to call support at 1-877-372-2022 to initiate any refund or Cancellation.
- (j) Entire Agreement This EUSA is the entire agreement between the CUSTOMER and MERCHANT and it supersedes all prior or oral or written communications, proposals and representations with respect to support covered by this EUSA.

(K) GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with the law of the State of Utah without regard to the principles of conflicts of law. Jurisdiction and venue for any action, arising out of or in relation to this Agreement shall be solely and exclusively in the Court of Lockport, State of New York and Merchant consents to in personam jurisdiction therein. The provisions of this Agreement shall be deemed to be the result of arm's length negotiations between and among the Parties and their respective counsel and it shall not be construed strictly or against any Party. Geek Assist Services LLC is located at 4117 Johnson Rd, Lockport, New York 13094.

I "CUSTOMER" authorize the following charge to Geek Assist Services LLC and assure that I have provided a valid Check/Card of an open and operational bank account and it has enough balance to cover the following charge. If the charge doesn't go through I "CUSTOMER" shall pay all the charges involved along with the original amount of sale.

I hereby Authorize Geek Assist Services LLC to charge me on behalf of the Service provider.

I hereby certify that I am completely satisfied with the Services provided to me.

I hereby declare the amount paid by me is true and best to my knowledge and I hereby agree to the complete terms and conditions of Geek Assist Services LLC (Descriptor: Geek Assist Services LLC 1-877-372-2022).

NAME:
EMAIL:
ADDRESS:
LAST 4 DIGITS OF THE ACCOUNT NUMBER/CARD:
ACCOUNT/CARD TYPE:
AMOUNT (USD):
DATE: