Legal Documents

JERPAT Web Designs's Remote Services Terms and Conditions

(a) General Services: JERPAT Web Designs will attempt to diagnose your computer problem, provide an estimate of applicable service fees, and then provide you with a computer solution via the Internet. In certain cases, however, problem diagnosis and support may not be completed because of a problem with your computer or its configuration that is beyond our control.

(b) Remote Support Services: Remote support services may be offered to you via the Internet if your computer was built within the last four years, you have a working cable or DSL high speed Internet connection, and your operating system is Microsoft Windows XP or newer. If you elect to receive remote support, then JERPAT Web Designs remotely logs on through your high-speed Internet connection to view your computer desktop in contact with you via the phone to keep you fully briefed on every step of the process as your computer problem is resolved or another alternative is provided. Remote support will involve the installation of software on your computer that will allow JERPAT Web Designs to provide the remote support services. By electing to receive remote support, you agree to allow JERPAT Web Designs to use whatever tools deemed necessary to repair your computer, including remote access. You understand that if remote access is used on your computer there will be no residual software from the remote session; however, there may be a text or PDF file placed on your computer that will explain the work that was done on your computer. If such a text or PDF file is placed on your computer, you have the option to either save the file for future reference or to delete it from your computer.

(c) Your Responsibility: You understand and agree that prior to contacting or allowing JERPAT Web Designs to perform diagnostic repair or other services on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives. You acknowledge and agree that JERPAT Web Designs shall not be responsible under any circumstance for any loss or corruption of data and/or software.

SERVICE LIMITATIONS; LIABILITY

(a) LIMITATIONS TO SERVICE: JERPAT Web Designs RESERVES THE RIGHT TO REFRAIN FROM PROVIDING ANY OR ALL REQUESTED REMOTE SERVICES AND INSTEAD REFUND YOUR PAYMENT, WHOLLY OR IN PART, ON THE BASIS THAT YOUR TECHNICAL NEEDS OR OTHER REQUIREMENTS ARE UNUSUAL OR EXTENSIVE AND BEYOND THE SCOPE OF THIS SERVICE AGREEMENT AS REASONABLY DETERMINED BY JERPAT Web Designs.

(b) FORCE MAJEURE: If JERPAT Web Designs ability to render remote services is impaired by you or circumstances beyond the control of JERPAT Web Designs, JERPAT Web Designs may choose not to provide or to discontinue remote services.

(c) LIMITATION OF LIABILITY: To the extent permitted by law, you agree that JERPAT Web Designs's total liability for damages related to its remote services is limited to the total amount you pay for the remote services, and you release JERPAT Web Designs from liability for any indirect, incidental, special, or consequential damages. JERPAT Web Designs IS NOT LIABLE FOR LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR FOR YOUR INABILITY TO USE YOUR COMPUTER EQUIPMENT OR OTHER PRODUCT.

SERVICE WARRANTY

If you are not satisfied with remote services received from JERPAT Web Designss, we will do everything possible to correct the problem or offer another solution. We warrant our remote services for 30 days following the date you received remote service; however, for repairs

necessitated by a virus or spyware, the service warranty is valid only if the anti-virus and antispyware protection for your product is installed or updated during the repair or promptly thereafter (i.e., before you connect again to the Internet). If there is a problem with the service provided by JERPAT Web Designs and if you notify us within the warranty period, we will work to remedy your problem quickly and at no additional cost or offer another solution.

PRIVACY POLICY

For information about the collection and use of your information, please refer to JERPAT Web Designs's Privacy Policy below or by contacting JERPAT Web Designs at 1-866-960-8840 x703.

Privacy Policy

This notice provides highlights of JERPAT Privacy Policy. The highlights and full privacy policy apply to JERPAT Web Designss.

Personal Information

We may collect personal information such as your contact, billing and shipping information. We may also collect demographic information.

Uses of Information

JERPAT Web Designss does not sell, rent or trade your personal information to third parties.

We use information about you to fulfill your requests, administer various programs, provide services, and for other business purposes pertaining to JERPAT Web Designss and you.

We may also use the information you provide to send you marketing communications.

Your Choices

You may choose to stop receiving email communications.

JERPAT Web Designs value our relationship with our customers and we are committed to responsible information-handling practices.

How To Contact Us

If you have questions about JERPAT Web Designs's Privacy Policy, contact us by:

Phone: 1-866-960-8840 x703

E-mail: <u>support@jerpat.org</u>

Regular mail: JERPAT Web Designs 18121-C E. Hampden Ave., PMB 235 Aurora, CO 80013

OUR PRIVACY COMMITMENT TO OUR CUSTOMERS

JERPAT Web Designs

We value the relationship we have with our customers and are committed to responsible information-handling practices. We take great care in safeguarding your personal information and in complying with all applicable federal and state privacy laws and our own internal standards and best practices.

JERPAT Web Designs follows these privacy principles both online and offline in the collection, use, security of customer information:

NOTICE. When we ask for your personal information, we will tell you why we need it and what we will do with it.

CHOICE. When we contact you for marketing purposes, you will have the opportunity to contact us from the information above if you want to be removed from future marketing efforts.

SECURITY. We will use reasonable security measures to protect the personal information we receive from you.

LAST UPDATED: October 2, 2010

By:_

Client

Date:_____

Herman J. Benton

Date: October 2, 2010