

## My Tech Guy Service Plan Contract

I, \_\_\_\_\_ (“ the customer”)agree to enroll in the My Tech Guy computer service plan offered by The Bitworks, Inc. effective \_\_\_\_\_, \_\_\_\_ \_\_\_\_\_. I understand this plan covers up to 3 personal computers at a rate of \$39.99 per month and \_\_\_ additional personal computers at a rate of \$9.99 per month each. I understand that an enrollment and initial cleanup fee of \$99.99 applies to the first three computers and \$59.99 of each additional computer. I attest that personal computers are not part of a business network other than a home based business.

- As part of this agreement the customer agrees to pay recurring fees associated with the service plan for a period of 12 months from the effective date of the plan and then continue on a month to month basis after that time.
- The customer understands that payment will be made by a recurring credit card charges.
- The customer understands that by cancelling this purchase anytime within the first 12 months of the contract the customer will be subject to a \$250.00 cancellation fee per PC covered in the plan via the customer’s credit card on file.
- The customer may cancel plan services at any time after the initial 12 month enrollment by notifying The Bitworks in writing or via e-mail and further understands that no partial month refunds will be made.
- The customer understands that all backup and subscription services will be terminated upon cancellation and may result in backup data loss.
- The customer understands that a disputed card charge or failed recurring transaction will constitute immediate cancellation of the contract.
- The customer understands that The Bitworks may terminate the contract, at their discretion at the end of the payment term with no fee or further obligation from the customer or The Bitworks.
- Customer understands that incidental service and expense fees may apply and will be billed to you at normal shop rates and will be billed via a separate invoice. These charges include, but are not limited to shop supplies, miscellaneous parts and subscription renewal services.
- The customer understands that monthly service fees does not include replacement hardware (parts) or software, shipping costs, or costs for outside services commissioned as part of the repair. Outside services commissioned for the repair will be approved prior to using those services.
- The Bitworks will provide in-shop, telephone and remote computer support and problem resolution to the best of their ability to resolve the customers computing issues or questions, with the covered PC.
- The customer understands this plan does not include on-site service at any location, nor does it include delivery services.
- The customer understands that The Bitworks will provide antivirus, firewall and malware protection for their computer and agrees to keep provided software in place and running on the computer.
- The Bitworks will provide connectivity and interoperability support for any tablets or smartphones used in conjunction with the contracted personal computers.
- The Bitworks will provide connectivity and interoperability support for connected peripheral devices associated with the personal computers including printers, scanners and one residential router/firewall and one residential NAS or cloud storage device.
- The customer understands that if notified by The Bitworks that equipment is unsupported or unrepairable that it will be dropped from the plan.

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**The BitWorks, Incorporated**

**Mailing Address:**  
PO Box 163  
Taylors Falls, MN 55084

Hours  
8:30AM - 5:00PM M-F  
8:30AM - Noon Saturdays  
After hours by appointment

**(651) 964-4441**

**Forest Lake Shop:**  
1156 West Broadway  
Forest Lake, MN 55025

**(651) 465-3225**

**Taylors Falls Shop:**  
368 Bench Street  
Taylors Falls, MN 55084

- The customer understands that The Bitworks will provide support services to the best of their abilities with tablets, smartphones, and other peripheral devices but cannot be held liable for the repair of devices beyond the means of The Bitworks.
- The customer understands that after the initial 12 month period The Bitworks may change the price or components of the plan, at its discretion with 90 days written notice to the customer.
- The Bitworks will provide assistance in customer execution of manufacturer warranty rights, but does not warrant the manufacturer's ability to cover warranty responsibilities or provide satisfaction to the customer. The customer understands that all shipping and handling charges associated with warranty satisfaction are the responsibility of the customer.
- The Bitworks shall provide a 10 GB backup facility to the customer, as part of the plan. Additional backup storage used by the customer in excess of 10 GB will be billed at 1.00 per GB, per month. Customers with multiple contracted units covered under this service plan may use the aggregate data storage of all plans on a single PC up to the limit of the plan total.
- The customer understands that backing up data is the customer's responsibility and that in no case shall The Bitworks be held responsible for data loss by itself or its contractors.
- The customer understands that the plan is available during normal published business hours only and that service will only be performed during those times unless an appointment was setup in advance with the technician or the company.
- The customer understands that all support requested and performed during non-business hours will result in an additional charge of \$50 per incident placed on their credit card on file.
- The customer understands that they must pay all state and local taxes on any services or items purchased within the scope of the plan.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE BITWORKS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM IT WORKS SERVICE PLAN AGREEMENTS.

I, \_\_\_\_\_ authorize The Bitworks, Inc. to charge my credit card, indicated below for the amount of \$ \_\_\_\_\_ on the \_\_\_\_\_ of each month in payment of 'My Tech Guy' service plan.

Billing Address: \_\_\_\_\_ Phone# \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Visa       MasterCard       Amex       Discover

Cardholder Name \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Account Number \_\_\_\_\_ CVV (3 digit number on back of card) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify **The Bitworks, Inc.** in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.