

**Click-it Solutions, LLC**  
**Protection Plan**  
**Terms & Conditions**

**Article I. Initial Statements**

**Section I.1 Scope**

- (a) **This document shall constitute the express terms and conditions of any actual or implied agreement for Protection Plan services (hereafter referred to as the “Agreement”) offered or provided to [CUSTOMER] (hereafter referred to as the “Subscriber”) by Click-it Solutions, LLC (hereafter referred to as the “Provider”).**
- (b) **Provider reserves the right to amend these terms and conditions, for cause, at any time and for any reason that Provider deems necessary to satisfy its obligations under the Agreement. Provider reserves the right to amend these terms and conditions, without cause, after a period of no less than three business days following Provider’s written notification to Subscriber of its intent to amend these terms and conditions.**
- (c) **Subscriber is deemed to consent to the Agreement, and the express terms and conditions set forth in this document, upon registering and submitting payment for Protection Plan services under the Agreement. Subscriber is deemed to consent to any amendment of these terms and conditions by continuing to receive Protection Plan services under the Agreement.**
- (d)

**Article II. Disclaimers**

**Section II.1** Subscriber expressly agrees to allow Provider to register their device in accordance with the Agreement. Provider will perform and provide computer services, repairs, and upgrades solely upon the written request of Subscriber, or as otherwise stated in the Agreement.

**Section II.2** Provider shall, at all times, carry out its obligations under the Agreement, in good faith. Provider shall strive to provide Subscriber with the highest quality of service and support. However, specific results are neither guaranteed by Provider, nor should they be reasonably expected by Subscriber.

### **Section II.3** Required Information and Privacy

- (a) Provider shall require Subscriber to provide certain personal identification information in order to (i) assist Provider with the tracking of all work orders; and (ii) allow Provider to deliver more effective and efficient support to Subscriber, under the Agreement.
- (b) Provider shall require Subscriber to provide certain information pertaining to each device registered under the Agreement in order to provide general support and make potential recommendations. This information includes, but is not limited to (i) hardware specifications; (ii) name and details of computer or device; and (iii) software details.
- (c) Provider shall require Subscriber to provide information pertinent to software supplied or covered under the Agreement in order to provide general support and make potential recommendations. This information includes, but is not limited to (i) software details; (ii) product licenses; and (iii) resource requirements.
- (d) All information collected by Provider shall be subject to the [Click-it Privacy Policy](#).

**Section II.4** Subscriber acknowledges that certain circumstances may exist, under which a device may be deemed irreparable or otherwise unserviceable by Provider. Provider shall exercise its professional discretion and, at all times, act in good faith when making such a determination. In the event that a registered device is deemed by the Provider to be irreparable or unserviceable, Subscriber may register a substitute device under the Agreement.

**Section II.5** Provider reserves the right to refuse, at any time,, the registration of, or performance of services to, any:

- (a) Devices that would hinder the ability of the Provider to fulfill its obligations under the Agreement, for reasons including but not limited to the limited availability of suitable replacement parts; extremely poor performance; risk of death or physical harm; and heightened vulnerability to cybersecurity threats.
- (b) Software, including but not limited to software deemed “End of Life” by its manufacturer, supplier, or programmer.
  - (1) Provider expressly disclaims any actual or implied warranties in connection with such software. Subscriber acknowledges this disclaimer

and waives all legal and equitable right to enforce, against Provider, any actual or implied warranties in connection with such software.

**Section II.6** Subscriber acknowledges that any estimation by Provider as to time and/or cost in connection with services under the Agreement are not binding on, or otherwise guaranteed by, Provider. Any such estimate by Provider shall be made, in its professional discretion, on a good faith basis.

- (a) Provider makes no express or implied guarantee as to the time or cost of any services to be performed pursuant to, or otherwise in connection with, the Agreement..
- (b) Subscriber acknowledges that any services to be performed pursuant to, or otherwise in connection with the Agreement, may result in actual or constructive loss, including but not limited to loss of time; loss of money; loss of pleasure; loss of work; and unspecified opportunity costs thereto.
- (c) Subscriber waives all legal and equitable right to enforce, against Provider, any actual or implied guarantee made in connection with such estimate. Subscriber waives its right to any potential remedy at law or in equity, for actual or constructive losses incurred in connection with the performance of services by Provider pursuant to, or otherwise in connection with the Agreement.

**Section II.7** Subscriber acknowledges and assumes the risk of data loss in connection with the services to be performed pursuant to, or otherwise in connection with the Agreement. Subscriber is responsible for initiating a backup of data prior to such services. Provider makes no express or implied guarantee as to the risk of data loss and has no duty to recover and/or restore lost data, except as stated in the Agreement.

**Section II.8** Provider subscriptions may contain software, services and/or features in use by Provider or the subscriber. Provider does not provide any guarantee to the availability, stability, or reliability of such software, services and/or features. Software, services and/or features may experience outages, disruptions, maintenance or other technical issues.

- (a) Provider is not liable or responsible, nor does Provider warranty any loss including but not limited to: time, money, or work related to any down time experienced. The subscriber is not entitled to any refund, credit, or other compensation.

### **Article III. Provided Services and Benefits Terms**

### **Section III.1** Discounts Provided Terms

- (a) Discounts to software and/or hardware repairs and/or services are only applicable to the specifically covered device chosen by the customer. Discounts are to only be applicable to the Advanced or Premium Care Protection Plans.
- (b) All labor charges pertaining to the device covered by the Advanced and Premium Care Protection Plan receive a 25% discount only after all other credits and discounts are applied.
  - (1) For labor to be discounted for networking, printing, and accessory problems, these devices and/or services must be attached or in normal use with the device covered by the Advanced or Premium Care Protection Plan. Click-it Solutions has the right to make a final decision if any labor charges receive a discount.
- (c) All hardware purchases pertaining to the device covered by the Advanced or Premium Care Protection Plan receive a 10% discount only after all other credits and discounts are applied.
  - (1) 10% Hardware Discount only applies to products up to and including \$499.99. Any hardware \$500 to \$999.99 will receive a 5% discount. Any product \$1000 or more will receive a 2% discount. This applies to all hardware costs total in one invoice. Therefore, if several hardware products are purchased within one invoice the 10% discount will apply to the \$499.99 total of hardware, all hardware over that amount will receive discounts based upon the previously described graduated rates.
  - (2) Hardware is considered anything that would be required for normal use of a computing device. This includes, but is not limited to: CPUs, Memory, Hard Drives, DVD Drives, Mice, Keyboards, etc.
  - (3) This includes: accessories, home networks, printers, and other services determined to be covered in this agreement under the Advanced or Premium Care Protection Plan.
- (d) Click-it provides no guarantee for providing said discounts stated in this Article III.1.

### **Section III.2** Software Terms

- (a) Subscriber authorizes Provider to temporarily or permanently download, install, uninstall, reinstall, or otherwise make use of any software available on the registered device, for the purpose of diagnosing, assessing, testing, and

repairing any issues identified by and/or reported to Provider in connection with the registered device.

- (b) Subscriber authorizes Provider to install, on the registered device, certain software to perform services pursuant to, or otherwise in connection with, the Agreement .
  - (1) Subscriber is not obligated to use, update, or otherwise maintain such software on the registered device. Subscriber may delete, update, or modify the software at the subscriber's sole discretion. Provider is not responsible for any problems caused, directly or indirectly, as a consequence of any overt action taken by Subscriber in connection with such software.
  - (2)Subscriber is not entitled to any discount or refund for the removal or modification of such software.
  - (3)Provider will make available, to Subscriber, a current list of such software within three business days of receipt of a written request.

#### **Article IV. Additional Terms**

- (a) Click-it Solutions reserves the right to upgrade, maintain, change, remove, cancel or in any way alter the services and software is used by the Protection Plan to achieve a better environment for Click-it Solutions or Click-it Solutions' customers for any reason including but not limited to: cost savings, speed, security, or overall connection.
- (b) Unless otherwise stated by Click-it Solutions, customers not currently covered under a Protection Plan will and can be denied access to specific services, even if they have previously been covered under a Protection Plan.
  - (1)Click-it Solutions reserves the right to offer or refuse any of these services outside of the Protection Plan for the clients at its sole discretion.

#### **Article V. Payment Terms**

- (a) Payment terms for Protection Plans and all other Payment Terms are subject to [Click-it Solutions' Payment Terms and Conditions](#) document.