

- 1. Services:** Zio Inc. will attempt problem diagnosis and a solution over the telephone for an applicable fee. 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.
- 2. User responsibility:** you understand and agree that prior to contacting or allowing Zio Inc. to perform diagnostic repair 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 Zio Inc. shall not be responsible under any circumstance for any loss or corruption of data and/or software.
- 3. Scheduling:** standard service hours are Monday-Friday, 9 am – 5 pm, Saturday 10 am – 4 pm. Additional charges may apply for rapid response services or service outside of standard installation hours.
- 4. Service areas:** Zio Inc. sets the service areas for each city. If a location lies beyond Zio Inc. standard service area, additional trip charges may apply. To determine if your location is within the Zio Inc. standard service areas please call 800-315-5915.
- 5. An adult must be present at residences or business:** for on-site services, a person of at least 18 years of age must be present during the entire time period services are provided. If the Zio Inc. employee arrives at the scheduled service time and no adult is present, services may be denied and a \$78 cancellation charge will be assessed.
- 6. Backup your software and data:** it is your responsibility to back up all software and data that is stored on your computer's hard disk drive(s) and/or on any other storage devices you may have prior to the arrival of the Zio Inc. employee to your home or business. Zio Inc. and/or its third party service provider shall not be responsible at any time for any loss, alteration or corruption of any software, data or files.
- 7. Access:** Zio Inc. employees must receive full access to the computer(s) and/or peripheral(s) to be serviced, access to your residence, your consent and cooperation to enter

your residence or business, and a safe working environment, working space and electrical power. If Zio Inc. employees arrives at the scheduled service time and determines that he/she does not reasonably have the access, cooperation, or safe working area described in the previous sentence, then services may be denied and a \$78 cancellation charge will be assessed.

**8. Force Majeure:** if Zio Inc. and/or its third party service provider's ability to render services is impaired by you or circumstances beyond the control of Zio Inc. and/or its third party service provider, Zio Inc. and/or its third party service provider may choose not to provide services.

**9. Limitation of remedy:** under no circumstances shall Zio Inc. be liable to you or any other person for any damages, including without limitation, any indirect, incidental, special or consequential damages, expenses costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by Zio Inc. or out of the installation, reinstallations, use of, or inability to use your computer equipment, hardware, peripherals, or the network resulting from the services provided hereunder.

**10. Minimum system requirements (for wireless home networking only):**

- All computers to be networked must have a minimum of 10mb of hard disk space and 32 MB of ram.
- Password(s) for operating systems(s) and/or ISP must be available at the time of service.
- Microsoft windows 98 se operating system or greater.
- Operating system disc and key code must be available at the time of service.
- All computers and/or peripherals to be networked must be in good working order and spyware-free.
- For all broadband installations, the broadband services must be installed and operational prior to the time of service, including connections to any broadband modem.

**11. Release of liability:** by signing the form on the bottom of this page, you affirmatively release and hold harmless Zio Inc. from and against any loss, liability, or damage that you or the owner or lessee may suffer, including but not limited to any loss of any data and the non-functioning of any component or element of your computer equipment or peripherals resulting from Zio Inc., partners and/or third party service providers, regardless of the warranties, disclaimers and waivers particular service and shall constitute liquidated damages and are a reasonable estimate of damages to you. The terms of service must be signed before

any services will be performed for you.

## **12. Changes, cancellations and refunds:**

• **To change your order you must contact Zio Inc. support & service department at 1 859 396 0365. Representatives are standing by 24/7 to assist you.**

• **You may cancel your order if you give Zio Inc. at least 2 hours notice prior to the scheduled performance of services. Cancellations must be completed by calling 1 859 396 0365.**

• **The payment amount will be fully refunded in the manner the purchase was paid.**

• **If you are not satisfied with your service: please call 1 859 396 0365 for resolution.**

• **We stand behind our pay for support services for 5 days. We stand behind our in-home service for 14 days.**

• **If there is a problem with the service we provided and you notify us within the stated time period, we will work to remedy your problem quickly and at no additional cost.**

## **13. Orders & Additional Items / Upgrades Purchased at time of Service Call.**

• **Please note that all items ordered by paper must take an additional 1-2 days of processing time.**

• **We will attempt to have the order placed within the system on the first day.**

• **All ordered items are run on the same shipping as an online order would take.**

• **You can track your packages online 24-7 at our website, or by calling the telephone number at the top of this page.**

• **We do not take responsibility for items that are ordered after a service call has taken place. We reserve the right to charge an additional service call charge of \$35.00 for revisiting and installing**

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