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## Terms and Conditions

**Important.** tekwerx, LLC (“tekwerx”) provides the IT Support, Consulting, Data Migration, and Training services (hereafter referred to as “Services”) described herein to you (“you” or “client”) on the following terms and conditions (“Terms and Conditions”). Services may include, but not limited to, the use of computer hardware, software, and mobile devices (collectively or individually, “Technology”). When you purchase Services or receive any Services you are agreeing to these Terms and Conditions.

**General.** tekwerx reserves the right to refuse, limit, or cancel any Services for any reasonable cause, including without limitation if, in the opinion of tekwerx, a client is using the Services in conjunction with offensive, illegal, or otherwise inappropriate content or material; displays unreasonable, abusive, or disruptive behavior; requires unusual or extensive services beyond the scope of these Terms and Conditions or tekwerx’ typical service offerings; or has otherwise breached these Terms and Conditions.

You agree and understand it is necessary for tekwerx to collect, process, and use your personal and business information in order to perform the service and support obligations under your Services agreement. Clients will also receive periodic Services-related communications from tekwerx, such as notices regarding upcoming and promotional opportunities. You may also receive requests to participate in client surveys. tekwerx will protect your information in accordance with tekwerx’s Privacy Policy, available at [www.tekwerx.com/documents](http://www.tekwerx.com/documents). If you wish to have access to the information tekwerx holds concerning you or if you want to make changes, please make such a request in writing via postal or electronic mail.

These Terms and Conditions are governed by the laws of the State of Michigan, without regard to conflicts of law principles, and the parties irrevocably submit to

the exclusive jurisdiction of the state and federal courts of Oakland County, Michigan. You should keep copies of these Terms and Conditions, and any estimates, invoices, or other materials, for your records. tekwerx reserves the right to substitute, change, cancel, or add to any part of these Terms and Conditions at any time without notice. Always visit [www.tekwerx.com/documents](http://www.tekwerx.com/documents) for the most current Terms and Conditions.

**Service Terms - Training.** Training services consist of Personal Training, Group Training, and Open Training. Training services are available on a first-come, first-served basis and subject to availability of the service staff of tekwerx.

Personal Training, Group Training, and Open Training sessions (collectively or individually, "Training Session(s)") are intended for informational purposes only. You can participate in any of these Training Sessions by using your own technology or, subject to availability, a tekwerx' technology asset, which may be provided to you by the tekwerx. Personal Training sessions are individual sessions between the Training client and an tekwerx employee. Group Training sessions occur in a group environment, with each client focused on the same topic, as education or information is provided to the entire group on specific applications or technology. Open Training sessions also occur in a group environment, with a trainer available to provide assistance and answer questions as each client works on an individual project. Training Session schedules and topics are determined by tekwerx and subject to change in tekwerx' reasonable discretion. Booking for Training Sessions are subject to availability on a first-come, first-served basis. Personal Training sessions are offered in 60-minute increments and include up to 5 to 10 minutes to gather belongings and draw the session to a close. Arriving late to a Personal Training session may result in its cancellation or rescheduling. Group Training and Open Training Sessions are offered in 30-, 60-, and 90-minute increments with a minimum of 90 minutes per booking. Please note: by utilizing Training services, you understand and agree that the 30-, 60-, and 90-minute Training Session increments are approximations and that the actual duration of any session may need to be shortened from time to time in order to reasonably maintain timely scheduling. Further, tekwerx reserves the right in its reasonable discretion to replace scheduled trainers and change, postpone, or cancel the date and time of any Training Session (e.g., during periods of increased demand).

**Service Terms - Support.** Support includes the advice, consulting, repair, time, and labor for Technology operation and concerns. tekwerx will provide on-site and/or remote support services for maintenance, troubleshooting, hardware, software, workstations, computers and any mobile devices made by Apple in addition to any Apple software. If there are any additional costs for the purchase of hardware or software upgrades, an estimate of these costs will be provided to Client for their approval. tekwerx will always provide a best effort to support non-Apple hardware and non-Apple software. However, tekwerx cannot make the same guarantees as it does for Apple hardware and software. There are some advanced support

services, including but not limited to, after hours/ holiday support, data migration, Apple hardware replacement or repair, data recovery, and installation of non-Apple

hardware. An estimate of these costs will be provided to Client for their approval. With support agreements, the contract term is for one year, unless otherwise noted. Either party may cancel the contract with thirty days written notice. Any payment by the Client made in advance will receive a pro-rata refund. At the end of the one-year agreement the parties will negotiate the terms of a new one-year agreement. Any unused on-site hours automatically roll over into the next month. A maximum of (3) month's accumulation is permitted, as long as contract has not been terminated. Unused remote support does not carry over month-to-month. During each month, if Client needs additional off-site support, the hourly rate will be charged at the Additional Per Hour Rate as noted in Section 2 of the support agreement.

**Service Terms - Data Migration.** Data Migration includes the data transfer of files from one computer (PC or Mac) to another Mac. To be eligible for a Data Migration, your original computer must start up properly and be virus free. In addition, any PC must be running Windows 7 Service Pack 1 or later and have a working Ethernet port. If you're migrating from a Mac, your system must be running Mac OS X 10.5 or later and have a working Ethernet, Firewire, or Thunderbolt port. If you put any data or information on your Mac prior to your Data Migration, it will be erased and the Mac will be restored to its factory condition prior to transferring the data from your old computer. Upon your request, we will install any compatible Apple hardware and software that was purchased in conjunction with your Mac. Data Migration services include the transfer and integration of your email, contacts, calendars, music, photos, bookmarks, and documents from your personal user account, and not the accounts of others you might store on your old computer. tekwerx does not guarantee the transfer of all data from a personal computer to your Mac, as certain data—including without limitation certain email, contacts, and calendar applications—may not be supported. Data Migration is available only for Mac computers owned and registered in your name.

**Preventing Data Loss.** You understand and agree that tekwerx shall not be liable for any loss, damage, corruption, disclosure, or alteration of any files, folders, data, programs or any of your confidential, proprietary, business, and/or personal information or removable media ("Data"). You are responsible for any and all restoration and reconstruction of lost, damaged, corrupted, or altered Data. You ensure that any information or Data disclosed to tekwerx is not confidential or proprietary. YOU ARE ENCOURAGED AND EXPECTED TO TAKE ADEQUATE MEASURES TO AVERT AND REDUCE POTENTIAL DATA LOSS AND DAMAGES. IN PARTICULAR, BEFORE YOU BRING IN YOUR TECHNOLOGY FOR ANY tekwerx' SERVICE, INCLUDING DATA MIGRATION, IT IS YOUR RESPONSIBILITY TO BACK UP ALL EXISTING DATA ON YOUR COMPUTER

DISKS AND/OR DRIVES, AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION, AND DISCONNECT MEDIA OR DEVICES SUCH AS CDS, DVDS, PC CARDS, OR FLASH DRIVES.

**Installing Software.** If any Services involve accessing, using, or transferring data stored on your current or old computer or other technology, you represent that you have the legal right to access, copy, or use any such data and to permit tekwerx to do so, and authorize any such use by tekwerx. You also agree that if any Services involve installing software on your computer, you have the legal right to agree to the terms of any applicable software license and authorize tekwerx to accept such terms on your behalf in performing the services.

**Warranty.** To the maximum extent permitted by law, all services, including any documentation, publications, or other information provided therein by or on behalf of tekwerx to client, are furnished on an "AS-IS" basis without warranty of any kind as to its accuracy or completeness. THE WARRANTIES, CONDITIONS, AND REMEDIES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, AND REPRESENTATIONS. EXCEPT AS PROVIDED HEREIN, AS PERMITTED BY APPLICABLE LAW, TEKWERX SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS, AND REPRESENTATIONS RELATED TO OR ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, CARE, SKILL, OR FITNESS FOR A PARTICULAR PURPOSE. No tekwerx employee or agent is authorized to make any modification, extension, or addition to this warranty.

**Limitation of Liability.** TEKWERX AND ITS AFFILIATES, EMPLOYEES, AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE SERVICES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA, OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, OR ANY LOSS OF BUSINESS, PROFITS, REVENUE, OR ANTICIPATED SAVINGS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TEKWERX AND ITS AFFILIATES', EMPLOYEES', AND AGENTS' TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING UNDER THE SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICES, THE MONTHLY RATE IF IN A SUPPORT AGREEMENT, OR \$100 USD WHICHEVER IS LESS.