

## Terms and Conditions

1. All Parts sold and/or installed by Network One Inc. are limited to the manufacturer's warranty period. Only manufacturer's warranty applies to all hardware. Labor is guaranteed for 90 days.
2. Network One Inc. will not honor any refunds or exchanges. Products may be exchanged while under warranty for equal value, but only if found defective by a Network One Inc. technician.
3. All projects require a 75% non-refundable deposit. Balance is due on completion date.
4. Late Fees. Interest will be charged at the rate of 10% per month on all Net 30 past due invoices. Network One Inc. reserves the right to remove, uninstall, disable, and/or suspend any and/or all services and products which have an outstanding Net 30 past due balance.
5. In the event that legal assistance is needed to collect unpaid balances due to non-payment, customer will assume any and all expenses incurred in collecting the balance.
6. In the event that a subscribed Customer stops payment in the course of a term contract, Network One Inc. reserves the right to terminate service. Network One Inc. may choose to reinstate service to the Customer if the penalty, all late charges and all outstanding balances are paid in full.
7. Reimbursement for Expenses. The Customer agrees to pay all reasonable expenses needed to complete the project under this Contract. The Customer agrees to reimburse the Consultant for the agreed upon expenses of long-distance travel (defined as over 25-mile one-way radius from Downtown Chicago), incurred by the Consultant on behalf of the Customer. Long distance travel expenses are limited to meal costs, which are not to exceed \$500.00 per day (to be pro-rated for each partial days work), mileage, airfare, hotels, rental cars and other ground transportation.
8. Network One Inc. does not represent or warrant that the use contemplated or intended by the Customer of any products or services provided by Network One Inc. will be lawful and proper. It is the Customer's responsibility to be aware of local and federal law, thus utilizing the equipment provided by Network One Inc. in a legal and lawful manner. Network One Inc. is not responsible for misuse of any products sold or installed by Network One Inc. The Customer agrees that in the event that Network One Inc. is made a party to any legal action which may concern the use or application of any products or services provided by Network One Inc., the Customer will pay for all legal and travel expenses for Network One Inc. The Customer shall indemnify and hold Network One Inc. harmless from any claim, charge, obligation, expenses or liability which Network One Inc. may incur, specifically including, but not limited to, the expenses for attorney fees and costs associated with participating in such legal action, the liability for any monetary judgment of fine, and the expenses of any resulting modification, alteration, removal, or cessation of any products or services provided by Network One Inc.
9. All labor and parts warranties will be null and void if at any time products which have been sold or installed by Network One Inc. have been modified or tampered with by anyone other than a Network One Inc. Authorized Technician. Any defective product caused by or resulting from improper maintenance, modification or repair by the user, abuse, misuse, neglect, accidents, fire, flood, incorrect line voltage, damage or image burns to television picture tubes will be replaced or repaired at the customer's expense.
10. Charges incurred for transportation and removal of any defective products is the sole responsibility of the Customer.
11. In the event of Customers located outside of the state of Illinois, the Customer agrees to defend or protest any claims in the state of Illinois and agrees to all Illinois state laws with regards to collections of unpaid balances.
12. On-site and Remote Service Charges. Minimum charge for the first scheduled on-site employment hour is \$145. Additional scheduled on-site time is a minimum of \$120 per hour. Same day on-site emergency response is \$185 per hour. On-site emergency response provided in less than 4 hours is \$240 per hour. Remote support for less than 20 minutes is \$49. Remote support for over 20 minutes to 1 hour is \$95. Additional charges for parts, materials and other services may apply. All downtown appointments require a \$25 parking garage fee. There is a \$45 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 30 days.
13. It is the Customers responsibility to back up all software and data that is stored on their computer's hard disk drive(s) and/or on any other storage devices they may have prior to the arrival of a Network One technician. Network One Inc. and/or its third party service provider or software shall not be responsible at any time for any loss, alteration or corruption of any software data or files.
14. This Terms and Conditions agreement applies to all services furnished by Network One Inc. It is held valid for an indefinite time or until it is terminated by either party or by the signing of a new Agreement.
15. **RELEASE OF LIABILITY:** Network One Inc. is not responsible for any product or profit losses incurred during any interruption of services or products offered, sold or installed by Network One Inc. Under no circumstances shall Network One Inc., it's agents, and/or it's third party service providers be liable to you or any other person for any damages, including without limitation, any indirect, incidental, special or consequential damages, expenses cost, profits, lost savings or earnings, lost or corrupted data or other liability arising out of or related to installation, un-installation, use of, or inability to use your computer equipment, hardware, peripherals, or the network resulting from the services provided. By signing below you affirmatively release and hold harmless Network One Inc. and/or it's third party service provider from and against any loss, liability or damage that you or the owner or the lessee may suffer, including but not limited to, any loss of any data, and the non-functioning of any component or performance of services. If a court of competent jurisdiction finds that liability for damages against Network One Inc., or it's agents, partners, and/or it's third party service providers, regardless of the warranties, disclaimers and waivers described herein, such damages shall be limited to no more than the total service fees Network One Inc. charged to you in any particular service and shall constitute liquidated damages and are a reasonable estimate of damages to your changes, cancellations and refunds.

**By signing below, I have read and agree to the Terms and Conditions laid forth by Network One Inc.**

Signed \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE FAX SIGNED COPY TO 773-409-5088**