

**THESE TERMS OF SERVICE APPLY TO SERVICES ORDERED FROM TSG INC. OVER THE PHONE at 1 877 TSG INC9 (1 877 874 4629) OR THROUGH AN AUTHORIZED AGENT OR SALEPERSON.**

**TERMS AND CONDITIONS**

**I. CLIENT CRITICAL SERVICES**

(a) TSG Inc. will first attempt problem diagnosis and a solution over the telephone 24 hours a day 7 days a week. If the problem cannot be resolved in a reasonable amount of time by the technician on duty it will be referred to a specialist for callback. The specialist will call the client back within 1 hour depending on call volume. If the Specialist cannot resolve the issue within a reasonable amount of time, it will be escalated to a technician visit to your facilities. Time will be deducted from your account for the period of the phone call(s), and from arrival to the departure of the technician to your facilities.

(b) You understand and agree that allowing TSG Inc. to perform diagnostic repair on your computer, is not a guarantee that TSG Inc. can repair or retrieve damaged data. You acknowledge and agree that TSG Inc. shall not be responsible under any circumstance for any loss or corruption of data and/or software.

**II. NON-CRITICAL SERVICES**

(a) Standard service hours are Monday-Friday, 10 AM- 7 PM. Services such as; cleaning, software updates, scheduled maintenance, training, and routine questions, should be scheduled during these hours.

(b) Some locations may be subject to an additional Mileage fee for on location calls. If you are subject to this fee you will be notified of the rate before you sign your service agreement.

(c) Your Service Hours may be used for any of the following items; Critical Service, Software Install/Update(Client is responsible for purchasing the Software), Hardware Install/Update (Client is responsible for purchasing the hardware) Antivirus/spam/Ad removal, Data Backup, Regular Maintenance, Training and Support or any other mutually agreed upon service.

(d) For Onsite Technician calls an authorized representative of the client company must be on the premises. IF THE TSG INC. TECHNICIAN ARRIVES AT THE SCHEDULED SERVICE TIME AND NO AUTHORIZED COMPANY REPRESENTATIVE IS PRESENT, THE CLIENT ACCOUNT WILL BE ADJUSTED FOR THE ACTUAL TIME THE TECHNICIAN WAS AT THE SITE PLUS TRAVEL TIME.

(e) **BACKUP YOUR SOFTWARE AND DATA: IT IS THE CLIENTS RESPONSIBILITY TO ARRANGE FOR BACK UP OF ALL SOFTWARE AND DATA THAT IS STORED ON CLIENTS COMPUTER'S HARD DISK DRIVE(S) AND/OR ON ANY OTHER STORAGE DEVICES YOU MAY HAVE.** TSG Inc. CAN PROVIDE THIS SERVICE (a Fee may apply) FOR YOU BUT ARRANGEMENTS MUST BE MADE PRIOR TO COMPUTER FAILURE. TSG INC. SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION OR CORRUPTION OF ANY SOFTWARE, DATA OR FILES.

(f) TSG Inc. will perform a Comprehensive Initial Survey, all equipment dates, serial numbers, documentation, security vulnerability, hardware assessment (replacement costs for insurance), software licensing & legal responsibility. Any New equipment to be covered by TSG Inc. will be added when purchased by client and TSG is notified. TSG Inc. does not provide legal advice; we merely

inform our clients as to whether they have legal copies of software on their systems. For legal advice you should consult an attorney

**III. NETWORK SERVICES**

(a) VPN and LAN networks can be installed after a Site Survey is performed. TSG will make recommendations as to types of hardware and/or software. The client is responsible for the decision as to what hardware/software is chosen and for purchasing the hardware. Arrangements can be made for TSG Inc. to facilitate said purchase for the Client. TSG Inc. reserves the right to refuse to install any network equipment the TSG Inc. feels will be harmful, cause issues with clients current hardware/software, or locations that are not surveyed and do not meet certain minimum qualifications.

**IV. WEB HOSTING AND DESIGN**

(a) TSG Inc. is not responsible for any interruption of service that is not directly under TSG Inc. physical control including but not limited to; Power outages, broken transmission lines, catastrophic equipment failure, extreme weather, Acts of war or terrorism, or acts of God. TSG Inc. will work to correct any issues with service once TSG Inc. is made aware of the issue. Customer service hours for Web Hosting only customers are 10 am to 6 pm Mon. through Fri.

(b)TSG Inc. will not host any site that contains pornographic material, gambling, or any other illegal services or products. TSG Inc. reserves the right to cancel any web hosting account or block any site, at any time, with no prior notice for objectionable material or violations of law.

**V. BILLING**

(a) Client Billing for Monthly services are billed 1 month in advance and due according to the arrangement in your sales agreement. Discounts may apply for prepaid accounts on a quarterly or yearly basis. On Call services or non client services are due at the time of services. Payments accepted in Cash, Check, or credit card.

(b) All Overdue payments are subject to a 1.5% late charge or a \$10 Late Fee whichever is greater. Returned checks are subject to a \$45 returned check fee.

(c) You further agree by accepting TSG Inc. services to pay for any and all attorney's fees, collection and/or court costs involved with TSG Inc. acquiring money owed them by you.

(d) You agree to pay all value added, sales or other taxes (other than taxes related to TSG Inc.'s income) related to services provided to you by TSG Inc. hereunder.

(e) Renewal. All monthly services are considered automatically renewed unless TSG Inc. receives in writing a cancellation request 20 days prior to the current agreements end.

**VI. TERMS APPLICABLE TO ALL TSG Inc. SERVICES:**

(a) Any terms or condition agreed to in your sales agreement are binding on both you and TSG Inc. and are in addition to these terms of service. In the event there are conditions or terms that are in direct conflict then the most current terms of service take effect.

(b) Access: The TSG Inc. Technician must receive full access to the computer(s) and/or peripheral(s) to be serviced, access to your residence or business, your consent and cooperation to enter your residence or business, and a safe working environment, working space and electrical power. IF THE TSG INC. TECHNECIAN

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 HOURS WILL BE BILLED EQUAL TO ACTUAL TIME THE TECHNICIAN WAS ONSITE + ½ HOUR.

(c) LIMITATIONS TO SERVICE: TSG INC. RESERVES THE RIGHT TO REFRAIN FROM PROVIDING ANY OR ALL SERVICES ORDERED AND INSTEAD REFUND THE CUSTOMER'S PAYMENT, WHOLLY OR IN PART, ON THE BASIS THAT THE MINIMUM SYSTEM REQUIREMENTS ARE NOT MET OR THE TECHNICAL NEEDS (INCLUDING WIRING OR OVERCOMING PHYSICAL OR TECHNICAL BARRIERS) OR OTHER REQUIREMENTS OF THE CUSTOMER ARE UNUSUAL OR EXTENSIVE AND BEYOND THE SCOPE OF THIS SERVICE AGREEMENT AS REASONABLY DETERMINED BY TSG Inc.

(d) FORCE MAJEURE: If TSG Inc.'s ability to render services is impaired by you or circumstances beyond the control of TSG Inc., TSG Inc. may choose not to provide services.

(e) You agree to be bound by all terms of service of all 3<sup>rd</sup> party vendor and or terms of service associated with software or hardware used by TSG Inc.

(f) You agree TSG Inc. may at its discretion modify, alter, or change any part or all of this Terms of service and that such changes will take effect 30 days after the change has been posted to our TSGMidwest.com website and/or sent to you electronically via email to the email you have supplied with your Sales Agreement and/or sent to your mailing address provided on your Sales Agreement.

(g) LIMITATION OF REMEDY: UNDER NO CIRCUMSTANCES SHALL TSG 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 TSG INC. AND/OR ITS THIRD PARTY SERVICE PROVIDER OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE YOUR COMPUTER EQUIPMENT, HARDWARE, PERIPHERALS, OR THE NETWORK RESULTING FROM THE SERVICES PROVIDED HEREUNDER.

(h) RELEASE OF LIABILITY: BY SIGNING ACKNOWLEDGEMENT OF TERMS OF SERVICE ATTACHED TO YOUR SERVICE AGREEMENT, YOU AFFIRMATIVELY RELEASE AND HOLD HARMLESS TSG INC. ITS BOARD OF DIRECTORS, EMPLOYEES, AND ANY THIRD PARTY CONTRACTORS FROM AND AGAINST ANY LOSS, LOSS OF BUSINESS, 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 TSG INC. REGARDLESS OF THE WARRANTIES, DISCLAIMERS AND WAIVERS PARTICULAR SERVICE AND SHALL CONSTITUTE LIQUIDATED DAMAGES AND ARE A REASONABLE ESTIMATE OF DAMAGES TO YOU.

(i) INDEMNIFICATION; YOU FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TSG Inc, ITS DIRECTORS, EMPLOYEES, OFFICERS, THIRD PARTY

CONTRACTORS, ATTORNEYS, AND AGENTS FROM AND AGAINST ANY CLAIMS, LOSS, DAMAGES, EXPENSES (INCLUDING ANY REASONABLE LEGAL FEES) ARISING OUT OF OR IN RELATION TO YOUR AGREEMENT(S) WITH TSG Inc.

## VII. CHANGES, CANCELLATIONS AND REFUNDS

(a) To change your SERVICE AGREEMENT you must contact TSG Inc. at 1 877 TSG INC. (1 877 874 4629).

(b) You may cancel your SERVICE AGREEMENT after the initial service period in writing to; TSG Inc. 1544 Winchester Ave. Suite 713 Ashland KY 41101. Any Multi-period agreements canceled will have any remaining collected payments refunded after all services performed have been accounted for and paid for. The remaining amount will be refunded in the manner the purchase was paid.

(c) If you are not satisfied with your service: Please call 1 877 TSG INC. (1 877 874 4629) for resolution. We stand behind our Service. If there is a problem with the service we provided and you notify us within 7 days, we will work to remedy your problem quickly, if the problem is a result of our actions, and not attributable to your original issue, the remedy will be at no additional cost.

(d) All TSG Inc. agents and employees will have positive ID. You may request to see ID and our agents or employee's will show positive ID if they do not you should refuse to allow them access to your site/systems.

**These Terms (Ver 1.1) and Conditions supersede all previous versions, understandings, or terms of service.**