



Terms and Conditions of Services

By sign this form, you are agreeing to be bound by these form Terms and Conditions of Services, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using Novaway services.

Business Hours and Rates

1. Standard service hours are Monday - Friday, 8:30 AM - 9:00 PM and Saturday, 8:30 AM - 5:00 PM. Sundays, National holidays and services performed before or after business hours will be charged at "time and a half". Business hours are subject to change. Please refer to our website for most current business hours.
2. A special call fee will be charged for un-scheduled appointments or an emergency service call. Most update special call fee rate is posted on our website.

Work Conditions

3. 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 a Novaway technician arrives at the scheduled service time and no adult is present, services may be denied and a cancellation charge of \$40 fee will be assessed, and paid by the customer.
4. Novaway technicians must receive full access to the computer(s) and / or peripheral(s) to be serviced, access to the premises, your consent and cooperation to enter your residence or business, and a safe working environment, working space and electrical power. If a Novaway technician 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, services may be denied and a \$40 cancellation charge will be assessed.

Limitations

5. In no event shall Novaway or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Novaway's Internet site, even if Novaway or a Novaway authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.
6. Novaway and / or its third party service provider reserves the right to refrain from providing any or all services ordered and instead may 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 a Novaway technician and/or its third party service provider.

Backup

7. It is the customer's responsibility to keep a backup, or to perform a back up of all software and data that is stored on client's computer's hard disk drive(s) and / or on any other storage devices / media client may have, prior to the arrival of the technician to your home or business, or prior to the remote support session. Novaway 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. Client agrees to waive responsibility from Novaway of any loss of software and data. If client choose to have Novaway (IT) technician backup client's data / information, client is aware and agrees that all data being backed up should be monitored by and agreed by the client. Novaway is not responsible for any data loss.

Payments

8. All customers are to provide payment for all services / sales provided by Novaway upon completion of work, in the form of check, cash, money order, cashier's check or a credit card. In some cases, Novaway may agree to accept payment later than the service / sale date, and in this case, payment is due no later than 20 days from invoice date. This agreement must be in writing. Any payments received later than 20 days may be subject to a 15% late fee, and will be reassessed this late fee on a monthly basis, at the beginning of every 30 days period, until payment is received. Late fee will be assessed for NSF checks as well. Businesses may have different payments, please contact Novaway for details. All hardware parts sold by Novaway are the sole property of Novaway until the payment and all bills are paid in full to Novaway.
9. Writing a bad check is against the law. Novaway will prosecute and bad check provider. Non Sufficient Funds checks (NSF) or voided checks will result in \$25 fee, and client understands that by signing this agreement, client agrees to send payment immediately in case of NSF payment, or legal actions will be taken against the client.

Refund Policy

10. Hardware parts / retail might be especially ordered for you and customized to your needs, and therefore may not be cancelled or returned for a refund. There is absolutely NO refund on software/ programs. Replacement for damaged software and / or hardware will be available in most cases, mostly according to wholesaler's / manufacture's policies, and directly by contacting and communicating with the manufacture/s.

Services Warranty

11. Most services are under warranty for 10 days from service date. If problem is due to misuse or fault of client during this 10 day period, client is subject to a regular service charge. After warranty period ends, any services provided will be billed at regular rate.

Release of liability

12. By signing the form you affirmatively release and hold harmless Novaway and / or its third party service provider, from and against any loss, liability or damage that you or the business or the computer(s) or user(s) 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 Novaway and / or its third party service provider's agents, partner's and / or third party service providers.

Expiration

13. This agreement, and all terms in this agreement, in whole or in part, shall be valid and agreed upon by both parties, and will be canceled ONLY after a written agreement signed by both parties. No other agreements or terms, whether in conflict or not, will cancel or change the terms on this agreement. The terms on this agreement are the most updated terms of service agreement terms of Novaway. Previous Terms Of Service agreements signed by you with Novaway are void, and the terms of this contract will take effect after signing it below.

Validity

14. This form is to replace any verbal or previous written agreement between both parties, and is effective from the day of signature and / or existing as a TOS on Novaway website <http://www.novaway.com/termsofservice.pdf>.

Governing Law

15. Any claim relating to Novaway's services shall be governed by the laws of the State of Iowa without regard to its conflict of law provisions.

Customer's first and last name

Today's date

Signature

Company's name (for business clients)

Your position in the company

Direct phone number