



Hardin Tech & Notary

Computer Repair & Remote Support Service Agreement

Mobile service. By appointment only. Serving Greenville, Pickens, Anderson, and Spartanburg Counties, SC

Customer name		Date of service	
Phone		Email	
Service type	☐ In-home ☐ Remote	Device(s)	
Reported issue			
Estimate		Arrival window	

NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT AND THE FEDERAL ARBITRATION ACT, AND CONTAINS A CLASS ACTION WAIVER. SEE SECTION 16.

1. Services and Estimates

Hardin Tech & Notary ("we", "us") will perform only the computer services, repairs, and upgrades the customer requests. We work honestly and professionally, but we cannot guarantee specific results. Some computers cannot be repaired and may need to be rebuilt or replaced, for example because of age or obsolete parts. The time a repair will take cannot be predicted.

We will provide an estimate before work begins. Estimates are not guarantees. If the cost will go beyond the estimate, we will contact you for approval before continuing. If we cannot reach you, work stops until contact is made, and we will honor your decision to continue or stop.

You authorize our technician to install antivirus and any other software needed to perform the service. At your request, we will remove that software when the service is complete.

Customer satisfaction is of the utmost importance to us. All services are conducted in a professional, reasonable, and timely manner, taking into account the circumstances and nature of the technical problem.

2. Appointments and Arrival Windows

All services are provided by appointment only. We are a mobile business with no storefront or office location. Appointments are scheduled in a one-hour arrival window (for example, 4 to 5 PM), and our technician may arrive at any time within that window. We make every effort to keep to the window and will contact you if we are running late.

If we cannot make the appointment, or arrive more than 15 minutes after the end of your arrival window, you are entitled to a 10% reduction on your next service with us. This credit has no cash value and is non-transferable. Arrival windows and this credit do not apply to delays or cancellations caused by inclement weather, natural disasters, or other events beyond our control. If that happens, we will contact you to reschedule.

3. Cancellations

Please give at least 24 hours' notice to cancel or reschedule. The trip charge is due if you cancel with less than 24 hours' notice, are not home at the scheduled time, do not come to the door, or cannot be reached. For notary appointments, the applicable travel fee is due in the same situations. If you need to cancel because of severe weather, a natural disaster, or a similar emergency, no trip charge or travel fee applies as long as you reschedule your appointment. If we cancel, or cannot make an appointment for reasons on our side, you owe no trip charge, travel fee, or other charge for the service not performed.

4. Pricing and Billing

Trip charge (in-home service). \$45, due at the time of the appointment. It covers travel of 0 to 15 miles round trip and the first 30 minutes of labor for diagnostics. Additional miles are \$1.00 per mile. If the repair is completed during the same appointment, the trip charge goes toward your repair bill.

Labor. \$45 for a full hour or \$25 for a half hour, as stated on your service order.

Remote support. Starts at \$35 for simple repairs. The final price depends on the issue and the time required, including time to get connected and to troubleshoot equipment such as modems and routers.

Price match. We will match or beat any verifiable advertised price for like services, subject to proof of the advertised price and like scope and quality.

5. Payment

Full payment is due when services are completed. Quoted prices are for electronic payments. Payments by **cash, Zelle, or Cash App receive a 3% discount.** We also accept Venmo and all major credit and debit cards (including tap to pay) through Square, at the quoted price.

Checks are accepted only on a case-by-case basis, at our sole discretion. If a check is accepted, two forms of ID are required, and a \$35 return check fee will be charged for any check returned unpaid.

No refunds. We charge only for services provided, so we do not offer refunds. The only adjustments are those stated in this agreement.

6. Parts and Third-Party Products

All parts used in repairs are purchased by the customer directly from the supplier. Any warranty on parts, or lack of one, is determined by the supplier. Third-party tools and services, including TeamViewer for remote support and the suppliers of parts and software, are governed by their own terms, and we are not responsible for their outages, changes, or failures.

7. Liability, Data Loss, and Release

Services are provided in an effort to fix, upgrade, or otherwise repair the computer systems you ask us to service. Your system will not be intentionally harmed. Our goal is to fix your computer, not damage it.

Working on computer equipment can put stored data at risk. It is your responsibility to back up your data before service, and you confirm that you have done so. Hardin Tech & Notary, and its owner, employees, agents, and contractors, are not responsible for data loss, corruption, or inaccessibility that may occur as a result of a repair or other service.

Release and waiver. To the fullest extent permitted by South Carolina law, you release, waive, and discharge Hardin Tech & Notary and its owner, employees, agents, contractors, representatives, successors, and assigns from any and all claims, demands, damages, losses, costs, and liability of any kind arising out of or related to our services. This includes loss, corruption, or inaccessibility of data or files; software or hardware failure or damage; damage from existing problems such as viruses, misconfigured software, or failing hardware; loss of use or downtime; and accidental damage to your system. This release applies whether or not the claim is based on negligence. It does not release liability for gross negligence or willful misconduct to the extent the law does not allow that liability to be released.

8. 30-Day Labor Warranty

Repairs are covered by a 30-day warranty on **labor only**, starting on the date of completion. The warranty covers only the same issue, or issues that come from the original complaint. It does not cover parts, new or unrelated problems, damage after the repair, or software and hardware failures that arise separately. Covered issues are corrected by repeating the work, not by refund. If a repair is later found to have been incorrectly diagnosed, we will perform the correct repair with no labor charge, and new parts remain the customer's cost. The warranty applies to remote repairs as well, though the customer remains responsible for keeping antivirus software working and for safe internet use on the machine. Except for this warranty, services are provided "as is," without warranties of any kind, express or implied.

9. Remote Support

Remote support requires an active internet connection. Not all issues can be repaired remotely. If a problem cannot be repaired remotely, you may choose to convert the service to an in-home repair, which includes the trip charge.

Our technicians do not browse your files and will never go looking through your files, folders, or personal data. They may open only what is needed to complete the repair.

10. Appointment Environment, Conduct, and Safety

We value your time and space, and the safety of our technicians. For in-home appointments, you agree to provide a suitable place to work without distraction. It is your responsibility to ensure a safe and appropriate environment. If your home is not a good fit, we can meet at a public place, such as a library, when the service allows. Conditions that may prevent us from working include unsanitary, hazardous, or heavily cluttered spaces, pest infestations, illegal drug use or visible drug paraphernalia, and intoxicated persons.

Our representatives maintain a professional demeanor at all times and are strictly forbidden from engaging in controversial conversations. We expect the same from customers. If a customer becomes hostile or aggressive, or if our technician feels unsafe or threatened, or a suitable environment cannot be provided, the technician may cancel or end the appointment at any time and leave without completing the work. In that case the trip charge remains due and is not refunded.

11. Offensive or Explicit Material

For this agreement, a public space is anything in plain view during service: open browser tabs, the main (top-level) folders on the machine, and files open and visible on the machine. If offensive or sexually explicit material is visible in a public space, the technician may refuse to continue and end the appointment, in person or remote. The trip charge, and any deposit or charge for remote work, is not refunded.

12. Mandatory Reporting

Under South Carolina law (S.C. Code Ann. Section 16-3-850), computer technicians are mandated reporters. We are legally obligated to report to law enforcement any suspected child abuse or neglect, and any sexually explicit images of minors (child sexual abuse material) viewed on a device we are servicing. We do not search for such material, but we must report it if we see it. Any attempt to commit fraud will also be reported to the appropriate authorities.

13. Total Care Members

Total Care is a remote support subscription governed by the Terms of Service at hardinserver.com. It does not include in-home repairs. Members receive a discount on in-home repairs. The amount varies with the service, is set at our discretion, and is quoted before work begins. It applies only to our own service charges, not to parts, third-party software, or other items from outside suppliers.

14. Limitation of Liability and General Terms

To the fullest extent permitted by law, the total liability of Hardin Tech & Notary, and its owner, employees, agents, and contractors, for any claim arising out of or related to our services is limited to the amount you paid for the specific service in question. We are not liable for indirect, incidental, special, consequential, or punitive damages, including lost data, lost profits, lost business, or downtime, even if we were told they were possible. These limits apply regardless of the legal theory and survive the end of our service.

You agree to cover claims and losses that arise from your misuse of our services, your fraud, or your violation of this agreement. We are not responsible for delays or failures caused by events outside our reasonable control. If any part of this agreement is found unenforceable, the rest remains in effect.

15. Governing Law

This agreement and any dispute arising from our services are governed exclusively by the laws of the State of South Carolina, without regard to conflict-of-law rules. This applies no matter where you live or where a service is received, including remote services provided to customers in other states. You agree that our services are provided from, and the contract is made and performed in, South Carolina, and you waive any claim that the law of another state or county applies. The arbitration agreement below is governed by the Federal Arbitration Act. Any court proceeding permitted under this agreement will be brought exclusively in the courts located in Greenville County, South Carolina, and you consent to their jurisdiction and waive any objection to that venue.

16. Binding Arbitration and Class Action Waiver

Except as stated here, any dispute, claim, or controversy between you and Hardin Tech & Notary arising out of or relating to our services or this agreement will be resolved by binding arbitration, not in court. The arbitration will be administered by the American Arbitration Association or another mutually agreed provider, and held in Greenville County, South Carolina, or by remote means if the parties agree. The arbitrator's decision is final, and a court may enter judgment on it.

You and Hardin Tech & Notary each waive the right to a jury trial and the right to bring or take part in a class, collective, or representative action. Claims must be brought on an individual basis only. Either party may instead bring an eligible claim in small claims court. Nothing here limits our right or duty to report to authorities.

17. Entire Agreement

This agreement, together with the service order and the Terms of Service and Privacy Policy posted at hardinserver.com, is the full agreement between you and Hardin Tech & Notary. If they conflict, this signed agreement controls for the service described on it.

Acknowledgment

By signing, the customer confirms that they have read and agree to this agreement, including the binding arbitration agreement and class action waiver, and have backed up their data.

Customer signature		Date	
Printed name		Technician	