

## **Terms of Service (TOS)**

**Effective Date: October 29, 2024**

**Welcome to On Call Tech Solutions! By subscribing to our services, you agree to the following terms and conditions. Please read these Terms of Service carefully before subscribing to ensure you understand your rights and obligations.**

### **1. Service Description**

**On Call Tech Solutions offers IT support services through various subscription tiers:**

- **Tier 1: Email Support** – Includes up to 2 email issues per month related to basic troubleshooting or guidance. An "issue" is defined as a single, specific request or problem regarding basic troubleshooting or setup. Additional support is subject to extra charges as outlined in this agreement.
- **Tier 2: Email + Remote Support** – Includes up to 4 issues per month handled via email or remote session. An "issue" is defined as a specific, identifiable request or problem that can be resolved through basic troubleshooting or guidance in one hour or less. Each remote session is limited to 1 hour per issue.
- **Tier 3: Email + Remote + Phone + On-Site Support** – Includes up to 6 issues per month via email, remote, phone, or on-site support for customers in our service area (Saugerties, NY, and surrounding areas). An "issue" is defined as a specific, identifiable request or problem that can reasonably be addressed through a remote or on-site visit within 2 hours. On-site support is limited to 2 hours per visit. Additional support may be provided at our discretion.

### **2. Payment Terms**

- **Subscription Fee:** The subscription fee will be billed automatically every month using the payment method provided. Fees are outlined for each subscription tier.
- **Billing Frequency:** Monthly billing will occur on the day you subscribed, every month.
- **Late Payments:** In the event of a missed payment, services may be suspended until payment is made.

### **3. Cancellation Policy**

- **Cancellation:** You may cancel your subscription at any time through your PayPal account. Services will continue until the end of the current billing cycle. Please note that there is no minimum commitment; however, we encourage clients to use the service for at least 3 months to maximize value.
- **Refunds:** No refunds are offered for partially used months. The subscription will remain active until the end of the paid period.

### **4. Scope of Support**

- **On-Site Support:** On-site support is only available for customers in the Saugerties, NY area and surrounding locations. Customers outside this area are eligible for email, remote, and phone support only.
- **Limitations:** An "issue" is defined as a specific, identifiable request or problem that falls under basic troubleshooting, setup, or guidance. Each issue is limited to the time constraints and scope defined in the subscription tier. On-site visits beyond the included ones will incur additional costs, as outlined in the service tier descriptions.

#### **5. Privacy Policy**

Your privacy is important to us. We collect, use, and share your personal information as described in our Privacy Policy. By subscribing, you agree to our data handling practices.

#### **6. Refund Policy**

Refunds are not provided for partially used months or unused services. If you cancel, your subscription will remain active until the end of the current billing cycle.

#### **7. Acceptable Use Policy (AUP)**

You agree to use our services responsibly. This means you will not use our services to engage in illegal activities, infringe on others' rights, or engage in abusive behavior. We reserve the right to terminate services for violations of this policy.

#### **8. Disclaimer of Warranties**

Our services are provided "as is" and without warranties of any kind, either express or implied. We do not guarantee that our services will be uninterrupted or error-free. We are not liable for any issues arising from third-party software or hardware.

#### **9. Limitation of Liability**

On Call Tech Solutions shall not be liable for any indirect, incidental, special, or consequential damages resulting from the use or inability to use our services. Our liability shall be limited to the amount paid by you for the subscription service during the last billing period.

#### **10. Changes to Terms**

We reserve the right to modify these Terms of Service at any time. Changes will be effective immediately upon posting to our website. It is your responsibility to review these terms periodically.