

# Terms and Conditions

You (“You”, “Client” or “Your” means you or, for services designed for businesses, the legal entity that you are authorized to represent and on whose behalf the Services are purchased) are indicating your acceptance of, and agree to be bound to the Terms and Conditions set forth below by using UpLAN Inc (“We”, “our”, or “us”), its website: [www.up-lan.net](http://www.up-lan.net) (“website” or “site”), or by submitting any information to UpLAN Inc. If you do not agree to the Terms and Conditions set forth below, you must exit the website immediately.

-----  
UNDER NO CIRCUMSTANCES SHALL UPLAN BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE WEBSITE, OR UP-LAN’S SERVICES EVEN IF UP-LAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL UPLAN HAVE ANY LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, OR CAUSES OF ACTION FOR MORE THAN THE PURCHASE PRICE OF ANY ITEMS OR SERVICES YOU PURCHASED FROM UPLAN IN THE APPLICABLE TRANSACTION. USE OF THE WEBSITE IS COMPLETELY AT YOUR OWN RISK.

The following additional terms and conditions apply to all interactions between you and UpLAN.

## I. SCOPE OF SERVICES

UpLAN will use commercially reasonable efforts to resolve your computer or tech support problem for a fee as set forth in the Site or as quoted on the telephone, as applicable. UpLAN may provide certain portions of its service via telephone, remote control session, online chat, email, or dispatching onsite technicians. UpLAN provides services that are available on a one-time basis, for a fee as well as subscription services, which are an entitlement to more than one service over a period of time, for a recurring fee. It also provides parts or computing equipment.

Online services such as the “Unlimited Remote Support” will be performed and billed by UpLAN Inc.

Onsite services and products sold will be performed and billed by UpLAN Inc.

## II. ORDER SUBMISSION

Fees for our services can be found on our “[Business](#)” or “[Residential](#)” pages. Prices are subject to change without notice. Some services, parts, and computers ordered receive customized quotes by phone and/or email. Once you place order you agree to pay fees for such service(s) and/or product(s).

Additional terms and conditions for each type of service are as follows:

Flat Fee Fix:

We will perform tune up on computer as indicated in website regarding this service option.

Onsite service:

Onsite service shall be billed at the hourly rate quoted via telephone for all time spent on or off work site. Labor will be billed in half hour increments rounded to the nearest hour. A one hour minimum will be billed for any site visit to Client.

Unlimited Remote Support Service Plan:

At our discretion, we may offer you a free 30 day trial of this service. During offer you are notified that after the 30 days there will be an automatic charge of \$26.95. If you agree to it, at the end of the 30 day trial period you will be charged \$26.95 per month. This fee will be charged indefinitely during subsequent months unless you call or email us letting us know you wish to cancel your subscription. Telephone and email reminders of available service will be made and sent to subscriber regularly. You may cancel your subscription at any time, however all monthly charges prior to cancellation are non-refundable. The subscription fee grants you unlimited access to our online remote services, but you are not entitled to a refund if you did not utilize the service. Some Clients may be charged a lesser monthly amount due to promotion or discounted price offer.

### **III. Payments:**

Payments are secured via credit card information or ACH banking information provided by client during order submission or during onsite visit. Client agrees to not dispute charges with Credit Card Company.

Uncollected balances over 90 days will be considered in default and subject the Client to court costs, collection agency fees, and/or legal fees incurred in collection.

Credit card and ACH/ETF billing:

You hereby authorize UpLAN to charge and/or place a hold on your credit card or electronically debit banking information you provide with respect to any unpaid charges for services or products. You authorize the issuer of the credit card or bank to pay any amounts described herein without requiring a signed receipt, and you agree that these charges are to be accepted as authorization to the issuer of the credit card or bank to pay any amounts described herein without requiring a signed receipt, and you agree that these charges are to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize UpLAN to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card or bank until such amounts are paid in full. You agree to provide UpLAN with updated credit card or banking information upon UpLAN's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither UpLAN nor any UpLAN affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card or bank account. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at UpLAN option, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we may charge you an additional \$30.00 per transaction.

## **IV. Cancellation and Refund Policy:**

Clients are responsible for all labor hours and/or services performed and expenses incurred until cancellation. Additional terms for specific service options are more particularly described below.

Flat Fee Fix service is non-refundable except for the following circumstances:

1. Remote technician cannot connect to your computer.
2. If you ask to cancel the initial service request within 48 hours of purchase and we never connected to your computer. Cancellation and refund requests after 48 hours of purchase will be denied and service ordered will remain in the account indefinitely available for future use.

Onsite service cancellation: Onsite service orders that are cancelled will be charged a cancellation fee of \$50.

Unlimited Remote Support Service Plan: Refunds for past subscription charges will not be made. You are responsible for plan fees up until time of cancellation.

## **V. Return Policy**

We take returns/exchange only if the item was broken or damaged before it arrived to your home or business. *We do not accept returns if a customer happens to be unsatisfied with a fully functional product.*

We only accept damaged goods within the first 30 days (since purchase date). Warranty after the 30 days is provided only by the manufacturer. Limited warranty: 12 months parts, 12 months labor. (May vary depending on the item).

Restocking fee of 15%.

Refunds after return was approved will be processed after it is confirmed that the item is back in our warehouse.

Products that are not eligible for return will be sent back to you at your cost and expense if received and is:

- Not purchased from UpLAN.
- Purchased through our online store or affiliate.
- Without a valid, readable serial number, including but not limited to products with missing, damaged, altered, or otherwise unreadable serial numbers.
- A product that is returned without all original packaging and accessories, including the retail box, manuals, cables, and all other items originally included with the product.
- A product that exhibits physical damage.
- A product for which you have submitted a mail-in rebate.

## VI. Warranties

### Services:

Online service (Flat Fee Fix) may not be successful because the problem may be beyond our ability to resolve remotely online. Some problems require onsite service for completion. We will credit your account for online fees towards onsite service fees. If you choose not to receive onsite service you are not entitled to a refund for online service.

All services include a **7 day warranty**. Warranty is not valid if customer did not report service problems or dissatisfaction prior to 7 days from us informing you of completion of service.

### Products:

All products will be billed at quoted prices. We are not responsible for product warranties. All product warranties must be handled directly with the manufacturer and are subject to the manufacturer's terms and conditions. We will assist you in contacting the manufacturer and getting an exchange or support, but this does not constitute that we are responsible for the product warranty.