



SERVICE AGREEMENT

THIS "SERVICE AGREEMENT" (henceforth "Agreement") is entered into as of the date of signing, ("Effective Date"), by and between Digital Helpmates LLC, a Washington Limited Liability Company (the "Company"), and the individual named at the end of this Agreement ("Client") (Company and Client each a "Party" and collectively, the "Parties").

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements set forth herein, Parties intend to be legally bound and agree as follows:

Payment: One-on-one help, otherwise referred to as "Service Hours," can be purchased at our regular hourly rate, or in discount subscription packages referred to in this document as "Service Term." DHM Monitoring services, otherwise referred to as "Monitoring," can be purchased separately from Service Hours, or it may be included with purchase. If Monitoring is purchased separately, it is billed in monthly intervals.

Service Terms require a six (6)-month commitment. Monitoring, if purchased separately, requires only a one-month commitment. The Client may either pay for a Service Term in advance, or may choose to have monthly payments for the Service Term charged to their credit card. All Service Terms and Monitoring are set to auto-renew at the interval the Client originally chooses on the same day of the month services originally started on unless canceled at least one (1) business day before the expiration of either service. The date on this Agreement determines the start date of services.

Appointments: At the beginning of your first Service Term, the Company will assign you one Tech Tutor or Virtual Assistant ("Team Member") which you will contact directly when you require Service Hours or want to book an appointment. All work done by Team Members is by appointment or previous agreement only. Service Hours occur during regular business hours, as quoted on our "Contact Us" page of our website (unless a different arrangement is agreed upon in advance by the Team Member, via email). If the Client's assigned Team Member is not available, the Client is welcome to book with any available Team Member (calendars available on the website under the "Our Team" tab on the main menu).

The Client agrees to pay for time spent working with a Team Member, regardless if the Team Member is able

to ultimately resolve Client's issues or fix their computer, smartphone, or other devices.

The Client acknowledges that Service Hours are intended to be used at regular intervals, usually weekly or biweekly. We highly encourage booking Service Hours in advance on a regular schedule. Digital Helpmates cannot guarantee the Team Member's availability or employment with The Company, and therefore, the Client may be moved to a different Team Member if needed at any time. There will be no extensions given on the expiration date of Service Hours due to the unavailability of Team Members if Service Hours have not been booked in advance.

Appointment Cancellations: The Team Member will try his or her best to honor Service Hour rescheduling requests made at least 24 hours in advance, at a time that is mutually convenient. **When a cancellation or rescheduling request occurs within the last 24 hours before an appointment, 30 minutes of time may be deducted from the Service Term's hours, or charged the normal hourly rate.** If the Client wishes to avoid the 30-minute penalty, the Client is welcome to gift their appointment time to someone else.

Personal Shopping, Device Repairs: One of the services offered by a Team Member is researching and gathering estimates to repair or purchase equipment on the Client's behalf. By asking the Team Member to perform these services, the Client agrees that the time spent shopping, researching, transporting Client equipment, or traveling to and from any location (such as a repair or retail shop) will be deducted from the Service Term's hours, or charged the normal hourly rate.

If The Company or any Team Member is purchasing any item for the Client (including computer parts), they will be invoiced for the cost of the item plus a 30% markup.

Monitoring Limitations: If purchased or included with Service Hours, the Company agrees to monitor the Client's included computers. The Company agrees to alert the person on this agreement to any issues we deem critical, based on our professional judgement. In most cases, we will email an alert to the person on this agreement about the issue, but we may also let you know verbally. Because the monitoring software is not created or maintained by the Company, the Company cannot assume responsibility for any missed malware, viruses, or system failures the Monitoring does not detect. We also are not responsible for alert emails that are misdirected or do not reach the Client.

Limit of Liability: The Client's signature on this document releases the Team Member and The Company from liability if your passwords, identity or other sensitive personal information is stolen or compromised, or if the Client's devices break, are damaged, or their data is lost while in the service of the Company, as a result of actions by a Team Member, or at the direction of a Team Member, either before, during, after, or between sessions. The Team Member does not maintain copies of the Client's passwords or other data, and the Monitoring does not allow the Company access to any data (except diagnostic) on the Client's computer. The Client is responsible for making backups of all their data before any services begin, and again before any repairs or upgrades are made to devices.

Refunds, Expiration, Holds and Service Term

Cancellations: Refunds will be issued only within 24 hours of purchase, and before the Client's first Service Hour begins. Refunds will not be issued for gift cards or complimentary hours gifted by the Company.

All services and discounts are accrued on the first day of the Service Term (the date on this signed Agreement). If the Client cancels their Service Term before the six month Service Term is over, they will be billed for all one-on-one hours accrued to date at Digital Helpmates's full hourly rates, as quoted on the Solo or Teams Rates pages on the website (whichever matches their original purchase). In addition, the Client is liable to pay the Company back for any course discounts they may have accrued and used with their Service Term.

Service Hours are fully transferrable, however all hours expire six (6) months from the initial date of purchase. Clients may extend their date on expiring hours by renewing or upgrading the Service Term subscription within 14 days of the expiration date. The expiring hours will then "roll over" into the new Service Term, up to a maximum of one full Service Term's worth of hours rolled over.

Clients may place a hold on their Service Term at no charge for four months ("Complimentary Hold"), and for a monthly fee after four months ("Regular Hold").

No Service Hours may be used during either Hold period, and the Hold ends once Service Hours with a Team Member resumes. The expiration date of the Service Term will be extended by the period of time the Hold was in effect and no Service Hours took place.

Gift Cards: Funds received for the purchase of Gift Cards are earned upon receipt.

Termination: The Parties both have the right to terminate the working relationship under this Agreement. No refunds on Service Hours, Service Terms, gifted hours, or gift cards will be forthcoming under any circumstance. Unused Service Hours or gift cards are transferable until they expire. The Company reserves the right to refuse work with any Client for any or no stated reason.

Charges, Payment, Rates and Travel: Payment in advance or at the immediate conclusion of all Service Hours is required. For checks returned for insufficient funds, 30 minutes of services may be deducted from the Service Term's Service Hours, or charged the normal hourly rate, and cash or cards may be the required form of payment in the future. Client shall pay all costs of collection, including reasonable attorney fees. Jurisdiction and venue shall rest in Kitsap County, WA, and this Agreement will be construed and interpreted under the laws of the State of WA.

The Company reserves the right to raise rates at any time on hourly rates or future Service Terms without prior notice or explanation.

The Team Member reserves the right to charge a minimum of fifteen (15) minutes for any services or advice requested via email, text, or phone, outside of a scheduled session. For the last session, the balance of time remaining on your Service Term or gift card is rounded to the nearest half-hour.

The Team Member's time traveling to your location will be charged the same as the Team Member's rate for services. Bridge Tolls, ferry fees, etc. will be charged to the client and due at the time of services.

Journal Color (First time purchase only) <input type="checkbox"/> Pink <input type="checkbox"/> Orange <input type="checkbox"/> Teal <input type="checkbox"/> Sky Blue <input type="checkbox"/> Navy <input type="checkbox"/> Black		
Client's Name	Phone <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Work Phone	
Mailing Address	City, State	Zip
Street Address (if different)	E-mail Address	
<p>To be signed by the Client: I understand and agree to the above terms and conditions.</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <div style="display: flex; justify-content: space-between;"> Client's Signature Date </div>		