



## **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") (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:

**Services:** The Company offers two different services: 1) one-on-one help referred to as "Service Hours," which can be purchased at an hourly rate or in discount subscription packages referred to in this document as "Service Term," or "Term" and; 2) Digital Helpmates Monitoring ("DHM") monitoring services, referred to herein as "Monitoring," which can be purchased separately from Services Hours or included within a Service Term package. If Monitoring is purchased separately, it will be billed in monthly intervals.

**Payment: If the Client has signed up for a Service Term, the Client acknowledges and agrees that their subscription will automatically renew at the end of each Service Term.** A Reminder email will be sent to the Client (30) thirty days in advance of the automatic renewal and the Client can terminate the renewal up to (1) business day prior to the expiration of their Service Term. If automatic renewal is not cancelled, a six (6) month commitment will be applied for Tech Tutoring or three (3) month commitment for Jumpstart Office Team / Remote Admin Assistance. The Client can elect to make payments monthly or by the Service Term, whichever option is chosen at the start of each new Service Term. Monitoring, if purchased separately, requires only a one-month commitment. The date of original purchase determines the start date of the Service Term.

**Appointments:** At the beginning of your first Service Term, the Company will assign you one Tech Tutor or Virtual Assistant ("Team Member") who you will contact directly when you require Service Hours or want to book an appointment. All work performed 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.

**Appointment Cancellations:** The Team Member will try their 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 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. All hours are fully transferable to others upon request by the Client.

**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 the Client purchases Monitoring, the Company will alert the Client regarding any issues deemed critical, based on our professional judgement. 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.

**Refunds, Expiration, Holds and Service Term**

**Cancellations:** Refunds will not be issued. All services and discounts are determined on the first day of the Service Term (the date on this signed Agreement). If the Client fails to make any and/or all payments in full on their Service Term, the Company will bill the Client for all one-on-one hours accrued, all bundled services (such as Monitoring), and the difference of any bundled discounts accrued to date at the full hourly or non-discounted rates, which the Client agreed to pay upon initial purchase.

Service Hours are fully transferrable, however all hours expire at the end of their Service Term. Clients may extend their date on expiring hours by renewing or upgrading the Service Term subscription within Fourteen (14) days of the expiration date. The expiring hours will then “roll over” into the new Service Term with a new expiration date, 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 (the “Hold Period”). No Service Hours may be booked or used during the Hold Period, and the Hold Period ends once Service Hours resume. The expiration date of the Service Term will be extended by the same length of time the Hold Period was in effect.

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

**Termination:** Both Parties reserve the right to terminate this Agreement. Notice of termination shall be provided in writing, email notification shall suffice. No refunds on Service Hours, Service Terms, gifted hours, or gift cards will be issued. 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 within 10 business days after invoice of all services 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. 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.

**Limitation of Liability:** In no event shall either Party be liable under this Agreement to the other Party for any incidental, consequential, indirect, statutory, special, exemplary or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise. Each Party’s entire aggregate liability for any claims relating to the services or this Agreement shall not exceed the fees paid or payable by the Client to the Company in the twelve (12) month period immediately preceding the events giving rise to such liability. Further, no action shall be brought for any claim relating to or arising out of this Agreement for more than one (1) year after the accrual of such cause of action.

**Confidential Information:** The Parties acknowledge that by reason of their relationship, each may disclose or provide access to the other Party certain confidential information. “Confidential Information” shall mean information concerning either Party’s products, business and operations, financial records, personal identifying information, information acquired during any share screen or computer video conferencing, and all other non-public information provided by one Party to another. Both Parties shall maintain the Confidential Information in strict confidence and disclose such information only to fulfill the business affairs and transactions between the Parties contemplated in this Agreement. Both parties shall use a reasonable degree of care to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication.

**Indemnification:** Each Party agrees to indemnify, defend and hold the other party and its affiliates and their respective employees and agents harmless from and against any and all third-party claims, losses, liabilities, damages, expenses and costs, including attorney’s fees and court costs, arising out of a Party’s: 1) gross negligence or willful misconduct; or b) its material breach of any of the terms of this Agreement.

The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its agents, contributed to such liability. The Party seeking indemnification shall provide the indemnifying Party with prompt written notice of any claim and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in defense of such claims.

**Governing Law and Venue:** This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. The Parties hereby agree that any action out of this Agreement will be brought solely in any state or federal court located in Kitsap County, Washington. Both Parties waive the right to trial by jury and unless otherwise stated in this Agreement, each party shall bear their own cost of attorneys' fees.

**Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, strikes or labor disputes, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as the force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

<b>Journal Color</b> (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"/> Grey		
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	
<b>To be signed by the Client:</b> I understand and agree to the above terms and conditions.		
_____ Client's Signature		_____ Date