

**MOAPA VALLEY TELEPHONE COMPANY DBA MVDSL**

**COMPUTER REPAIR AUTHORIZATION TERMS & CONDITIONS**

By signing the Computer Repair Authorization Agreement, you agree that the following terms and conditions will apply to the work you are authorizing MVDSL to provide ("Services") for the listed computer or laptop ("Computer").

- I. **Services.** MVDSL will provide the Services if practical and your Computer meets the minimum system requirements. MVDSL will not perform Work that may endanger its employees or agents, subject them to offensive material, or require them to violate the law. You will not be charged for Services that MVDSL does not perform. MVDSL may use new, reconditioned, or used replacement parts to provide the Services. Replaced parts will be returned to you.
- II. **Fee.** You agree to pay MVDSL when you pick up your Computer. This amount may include fees for parts, labor, recycling or disposal, plus tax. MVDSL will promptly notify you if it discovers that additional parts, labor or other charges (beyond the estimate) are required to provide the Services. MVDSL will give you a new cost estimate and you must authorize the additional Services, including by phone ("Change Order"). If you do not authorize the additional Services, MVDSL will return your Computer without completing the Services.
- III. **Transfer or Installation Services.** Unless otherwise agreed, MVDSL is not liable for and you agree to hold MVDSL harmless from any and all damages, costs, and expenses incurred as the result of any defect or damage to any software or data residing or recorded in your Computer, whether incurred during the course of the Services or otherwise. If Services involve transferring information or installing software, you represent that you have the legal right to copy the information, to use the software and agree to the terms of the software license, and you authorize MVDSL to transfer the information and accept such terms on your behalf in performing the Services.
- IV. **Limited Warranty/Disclaimer.** MVDSL warrants that Services will be performed in a good and workmanlike manner, and that all hardware components will be free from material defects for a period of 90 days from the date the Services were completed. Services are warranted for a period of 30 days at the discretion of MVDSL. If you have a warranty claim and contact MVDSL within the 30 day period for Services, or 90 day period for hardware, MVDSL may provide Services to remedy the issue at no additional cost to you. There is NO warranty for removal of viruses, spyware, adware or malware; if they are the cause of a repeat effort, you will be charged again for that service. THIS WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL SERVICES PERFORMED. MVDSL SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH ITEMS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. IF MVDSL CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY ONLY.
- V. **Limitation of Liability.** IF ANY DAMAGE SHOULD OCCUR WHILE YOUR COMPUTER OR SYSTEMS ARE BEING SERVICED, MVDSL HAS NO LIABILITY FOR THE COST OF REPAIR OF THE AFFECTED COMPUTER. MVDSL'S ENTIRE LIABILITY TO YOU FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER DUE TO MVDSL'S ERROR OR NEGLIGENCE OR TO ANY OTHER REASON, IS LIMITED TO THE AMOUNTS THAT YOU PAY MVDSL FOR SUCH SERVICES. MVDSL HAS NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOST PROFITS OR REVENUE, OR ANY OTHER DAMAGES WHATSOEVER NOT OTHERWISE EXPRESSLY PERMITTED UNDER THIS AGREEMENT. THIS EXCLUSION INCLUDES, BUT IS NOT LIMITED TO: LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; AND ANY COSTS OF RECOVERING, PROGRAMMING, INTEROPERABILITY OR RESTORING ANY PROGRAM OR DATA STORED OR USED WITH YOUR COMPUTER AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA. YOUR ONLY REMEDY UNDER THE REPAIR TERMS AND CONDITIONS IS TO SEEK

**RECOVERY OF DAMAGES AGAINST MVDSL IN AN AMOUNT NOT TO EXCEED WHAT YOU PAID MVDSL FOR THE SERVICES.**

- VI. **Data Protection.** You acknowledge and agree that MVDSL will not be responsible for any and all data loss, data corruption, or failure or inability to transfer your data. You agree and understand that it is your responsibility to maintain copies of all important data on your Computer, and to obtain such copies prior to authorizing MVDSL to commence its Services. You acknowledge and agree that MVDSL may need to collect, process, use and store your data in performing its Services. You understand that certain laws may require MVDSL to surrender your Computer or data to legal authorities if you have potentially illegal material on your Computer.
- VII. **Miscellaneous.** This Agreement shall be construed under the laws of the State of Nevada without giving effect to its conflict of law provisions. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, including any Change Orders, is the only one that governs the Services. All waivers must be in writing, and no one is authorized by MVDSL to vary, orally or in writing, any of the terms and conditions of this Agreement.
- VIII. **Arbitration.** In the event any dispute arises under this Agreement or in any manner concerning the subject matter thereof, the parties agree that any such dispute shall be subject to binding arbitration only, and the parties expressly waive any and all rights they may have to otherwise proceed with such dispute resolution in a court of law. Any and all binding arbitration proceedings shall be undertaken as "fast track" proceedings and shall only be commenced in Clark County, Nevada. Each party shall bear its own costs and expenses of such proceedings, including any and all resulting attorney fees; provided, however, that the prevailing party in such proceedings may have the right to recover attorney fees against the opposing party if such fees are otherwise recoverable in disputes of that type under the laws of the State of Nevada. This paragraph is intended to be and shall be construed as a forum selection clause, and the parties agree to be bound hereto.