



Extended Warranty Plan

The Computer Café is a reseller of refurbished and used desktop and laptop computers. We are extending a service warranty to you for the protection of your refurbished desktop or laptop computer purchase.

This Extended Service Warranty **covers items 1-7**, beginning 30 days after the date of purchase. Since this is a month-to-month agreement; in order to honor this Extended Warranty; you must be current when bringing your computer in for repairs. If you are not current at the time when you bring in your computer; you **must pay full price** for the repairs provided.

1. **Replacement Parts:** Hard Drive (no more than 40GB) **not to exceed \$89.99 in value.**
2. **Replacement Drives:** CD ROM, DVD ROM, and CD/DVD Combo Drives. Subject to **5 to 7 days shipping time.**
3. **Operating System (OS) Re-Installation:** Operating System Re-installation (1 per year), should you lose the **OS** on your desktop or laptop. After one installation, you will be charged a flat fee of **\$75.00** as a deductible.
4. **Virus/Spyware Removal:** Receive two (2) Virus/Malware/Spyware wipes per year. You will **not** be charged a fee to remove a typical virus. However, if it is determined that your computer has a **Rogue virus, you will be charged a flat fee of \$54.95 as a deductible.**
5. **Memory Upgrade Discount:** 15% discount for all memory upgrades.
6. **Remote Desktop Services:** Remote Desktop Sharing enables The Computer Café to access and connect to your computer to remove viruses, basic system clean, restore your operating system, just to name a few.
7. **Technical Support:** Technical Support means **“to provide assistance to clients via email, mail or by telecommunication (over the phone)”** as well as, being responsible for troubleshooting most technical issues ranging from client's inability to access e-mail, the Internet, and/or hanging up of the system.” You may contact our **Tech Support @ 281-933-6700.**

Limitation of Liability

The sole responsibility of The Computer Café under this **Extended Service Warranty Plan** shall be limited to providing Service as set forth herein (1-7). The Computer Cafe disclaims any other liability or responsibility to customer or any other person or entity with respect to any liability, loss, or damage caused or alleged to be caused directly or indirectly by The Computer Cafe, or replacement parts, product or service provided by The Computer Cafe, in no event shall The Computer Cafe be liable for any indirect, special consequential or exemplary damages arising out of any claim against The Computer Cafe. Some states do not allow limitation or exclusion of incidental or consequential damages; therefore, the aforesaid limitations or exclusions may not apply to Customer.



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Filing a Claim or Canceling this Extended Service Plan

You may file a claim or cancel this Extended Service Plan at any time upon written notice via email at: www.computrcafe.com or by calling **Customer Service @ 281-933-6700**.

Arbitration Provision

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Extended Service Warranty or any prior agreement, and the purchase thereof; and/or (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Extended Service Warranty ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control over any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the **AAA's Rules by calling 800-778-7879**. **FOR AND IN CONSIDERATION** of the mutual promises and benefits to be derived by the parties, they do hereby agree to the above-mentioned terms and this contract is the entire Agreement between the parties and can only be modified in writing with both parties' signatures. The contract binds and benefits both parties, their successors, and assigns. The contract shall be governed by the laws of the state of Texas. Venue shall be Harris County.

By providing my email address, I agree to allow The Computer Café to include me on their mailing list and/or email list.

By signing below, I agree that I have read and understand this Extended Warranty and that I agree to its terms.

Name on Account: _____ Address: _____
City/State/Zip: _____ Phone No.: _____
Email: _____

I understand that in order for my Extended Warranty to be honored; I must make my monthly payment of \$14.95 prior to the 5th of each physical month.

I further understand that if my Extended Warranty is not current when my computer is brought in for services/repairs; I must pay full price for the service needed/provided.

Signature of Responsible Party (DATE)

Authorized Signature (The Computer Café) (DATE)