

### **MarkCharles Group (MCG) General Terms and Conditions**

**Terms:** Unless you (the Customer) have applied for credit and credit terms have been extended in writing by MarkCharles Group, payment for each service call is due and payable by the Customer upon completion of each service call, either by PayPal, Credit Card or Check. Interest in the amount of 1.5% (one and one half percent) per month (but in no event in excess of the maximum rate permitted by the applicable law) shall be charged for any overdue amounts, beginning thirty-one (31) days after the date of the Invoice.

**Security Interest:** Customer hereby grants to MarkCharles Group, Inc a security interest in any and all Materials, Equipment and Software in order to secure Customer's obligations hereunder and agrees upon request of MarkCharles Group, Inc to execute any documents necessary to perfect such interest. In the event the purchase price is not paid in accordance with the above payment terms, MarkCharles Group, Inc shall have all the rights and remedies of a secured party as provided for in the Uniform Commercial Code in effect in Texas at such time, and MarkCharles Group, Inc shall be entitled to reasonable attorney's fees and legal expenses incurred with respect to this security interest and the enforcement of any of MarkCharles Group, Inc's other rights under this Purchase Agreement.

**Ownership:** Until the purchase price has been paid in full, the Materials, Equipment and Software shall remain the personal property of MarkCharles Group, Inc, and the Customer shall not sell, transfer, assign, pledge or otherwise dispose of or encumber the Materials, Equipment and Software.

**Delivery:** The Services, Materials, Equipment and Software delivery date shall be at a time to be mutually agreed upon by the parties with appropriate adjustment for conditions beyond the commercially reasonable control of MarkCharles Group, Inc.

**Modifications:** No changes or modifications of this agreement are permitted without the express written permission of MarkCharles Group, Inc.

**Taxes:** Taxes are imposed by federal, state or other governmental authority with respect to the services and the sale and/or installation of the Materials, Equipment and Software and shall be paid by Customer.

**Equipment Warranty:** Customer understands that MarkCharles Group, Inc does not warrant the Materials, Equipment and Software. The manufacturer warrants the Materials, Equipment and Software against defective material and workmanship for the period of their warranty (unless noted otherwise by the manufacturer) from the date of sale. MarkCharles Group, Inc's sole liability hereunder shall be to contact the manufacturer on behalf of the Customer, at the Customer's expense; in no event shall MarkCharles Group, Inc be held liable for consequential damages of any kind.

**Services:** Customer acknowledges that MarkCharles Group, Inc provides services to Customer at the agreed hourly rate(s). Upon completion of services MarkCharles Group, Inc will submit invoices to Customer and Customer will pay these invoices upon receipt. If Customer has any dispute with any of MarkCharles Group, Inc's services, Customer will submit a written "dispute letter" to MarkCharles Group, Inc within 15 days of receipt of the invoice or it shall be irrevocably presumed that buyer has approved all services as rendered.

**Service Calls:** Customer acknowledges that MarkCharles Group, Inc requires verbal or written notification from Customer to proceed to provide Customer with services. If Customer does not receive service from MarkCharles Group, Inc then Customer acknowledges that Customer will immediately submit written notification (via email, fax, or postal mail) to MarkCharles Group, Inc.

We warrant all Service Calls for 30 days following the date you received service. All replacement parts carry the manufacturer's warranty which varies from manufacturer to manufacturer. If there is a problem with the service provided by MCG and if you notify us within the warranty period, we will work to remedy your problem quickly and at no additional cost.

**Remote PC Rescue Support Services:** MCG will attempt to diagnosis your technology problem, provide an estimate of applicable service fees (plus applicable taxes), and then provide you with a technology solution via the Internet. In certain cases, however, problem diagnosis and support may not be completed because of a problem with your computer or its configuration that is beyond our control.

Remote support services may be offered to you via the Internet if your computer was built within the last four years, you have a working cable or DSL high speed Internet connection, and your operating system is Apple OSX, Microsoft Windows XP or newer. If you elect to receive remote support, then MCG remotely logs on through your high-speed Internet connection to view your computer desktop in contact with you via a chat session to keep you fully briefed on every step of the process as your technology problem is resolved. Remote support may involve the installation of software on your computer that will allow MCG to provide the remote support services. By electing to receive remote support, you agree to allow MCG to use whatever tools deemed necessary to repair your computer, including remote access. You understand that if remote access is used on your computer there will be no residual software from the remote session; however, there may be a text or PDF file placed on your computer that will explain the work that was done on your computer. If such a text or PDF file is placed on your computer, you have the option to either save the file for future reference or to delete it from your computer.

MCG RESERVES THE RIGHT TO REFRAIN FROM PROVIDING ANY OR ALL REQUESTED REMOTE SERVICES AND INSTEAD REFUND YOUR PAYMENT, WHOLLY OR IN PART, ON THE BASIS THAT YOUR TECHNICAL NEEDS OR OTHER REQUIREMENTS ARE UNUSUAL OR EXTENSIVE AND BEYOND THE SCOPE OF THIS SERVICE AGREEMENT AS REASONABLY DETERMINED BY MCG.

To the extent permitted by law, you agree that MCG's total liability for damages related to its remote services is limited to the total amount you pay for the remote services, and you release MCG from liability for any indirect, incidental, special, or consequential damages. MCG IS NOT LIABLE FOR LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR FOR YOUR INABILITY TO USE YOUR COMPUTER EQUIPMENT OR OTHER PRODUCT.

If MCG's ability to render remote services is impaired by you or circumstances beyond the control of MCG, MCG may choose not to provide or to discontinue remote services.

We warrant our remote services for 30 days following the date you received remote service; however, for repairs necessitated by a virus or spyware, the service warranty is valid only if the anti-virus and anti-spyware protection for your product is installed or updated during the repair or promptly thereafter (i.e., before you connect again to the Internet). If there is a problem with the service provided by MCG and if you notify us within the warranty period, we will work to remedy your problem quickly and at no additional cost.

**Liability:** MarkCharles Group, Inc disclaims all warranties of any kind, express or implied, including without limitation, any implied warranties of merchantability and fitness for a particular purpose, with respect to the subject matter hereof, Network maintenance or other services to be performed by MarkCharles Group, Inc, or Materials, Equipment and Software to be supplied hereunder.

MarkCharles Group, Inc's total liability under this agreement, including but not limited to any alleged negligence, to Customer or anyone claiming on behalf of or through Customer shall be limited to the amount paid by Customer to MarkCharles Group, Inc attributable to the particular services involved for the thirty (30) days immediately preceding the occurrence giving rise to any such claim. In no event will MarkCharles Group, Inc be liable for incidental, consequential, exemplary, special or punitive damages including, without limiting the generality of the foregoing, any loss, liability, damage, cost or expense of Customer any lost profit, direct or indirect damages resulting from or arising out of or in connection with this Agreement or from loss of data, profits, use, business or loss of monies deposited to or removed from equipment or any affiliated components or performance of products or software, even if advised of the possibility of such damage however caused, whether by the negligence of MarkCharles Group, Inc or otherwise.

**Law:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created in the Agreements are performable in Dallas County, Texas.

**Installation:** Customer shall provide a suitable place for installing the Materials, Equipment and Software. All electrical outlets and power hookups and any related work as specified by MarkCharles Group, Inc.

**Risk of Loss:** Upon delivery of the Materials, Equipment and Software to either Customer or the site of Installation, the risk of loss shall pass to the Customer.

**Supersedes:** The terms and conditions of this Agreement supersede any previous terms and conditions or agreements with respect to the sale, installation and service of Materials, Equipment and Software and services to existing equipment.

**MarkCharles Group, Inc.**, 3102 Maple Avenue, Suite 400, Dallas, TX 75201, Telephone (214) 575-8080, Toll Free (888) 575-8088, Fax (888) 335-3662, email [info@markcharlesgroup.com](mailto:info@markcharlesgroup.com)

[www.markcharlesgroup.com](http://www.markcharlesgroup.com)  
(MCG-01/2010)