



Terms of Service

Hours of Operation

Servcom USA's Hours of Operation are 10 am through 6 pm, Monday through Friday. We are closed on all weekends, Federal and banking holidays, and for occasional training days for our technicians. Closing dates are posted in advance on our blog at <http://servcomusa.com/blog>.

Service Delivery

Servcom USA delivers exceptional repair, consulting, and other services solely for Businesses and Not-for-profit organizations. Clients may be asked to show certificates and/or documents proving their existence, incorporation status, or tax-exempt status. Servcom USA reserves the right to deny services to any individual, corporation, or other organization for any reason.

Service Rates and Discounts

Servcom USA provides hourly services to our Clients at the following rate: \$100/hour. All hourly services are billed in 15-minute increments. Unlike many other firms, we do not charge a minimum amount for our work at Clients' sites.

For Clients whose place of business is located outside the city limits of Rock Hill, SC, we charge a round-trip travel rate of \$55/hour, billable in 15-minute increments. All Clients receive the first 15 minutes of travel time at no charge.

Not-for-profit Clients who can produce their certificate for Federal Tax exemption qualify for a 5% discount on all labor services delivered by Servcom USA's technicians and consultants.

Warranty

Servcom USA performs outstanding services for our clients. All of our labor comes with a 30-day warranty. If at any time in the 30 days after a labor service is delivered, a problem or defect is discovered that is a demonstrable and direct result of the services performed, the Client shall be entitled to additional equivalent Warranty Services to redress the specific consequence of the originally provided labor at no additional cost, which Warranty Services shall not exceed in value 100% of the sum value of the original labor billed or billable at any rate greater than \$0/hour. For Warranty Services provided in excess of 100% of the value of the original billed, or billable, labor, said Services will be billed at the applicable rate, as governed by all current agreements between Servcom USA and Client. For any services or labor provided as Non-billable Services, performed *pro bono publico*, or otherwise billed at a rate of no more than \$0/hour, including Warranty Services, no warranty shall be provided.

All products and services, other than labor, sold by Servcom USA are covered solely by that manufacturer's warranty. Servcom USA does not provide direct warranty services on any other vendors' or manufacturers' products.

Sales and Returns

In order to keep our prices as low as possible, Servcom USA requires payment in full on all hardware, software, and third-party services (such as web hosting) before delivery of said items. In order to fulfill this requirement, Servcom USA willingly provides financing for all qualified Clients and purchases. Servcom USA may in certain cases require the written consent of a business or organization principle member before invoicing Client for any order.

Servcom USA will issue credit for the paid amount on any invoice for defective items returned within 30 days of delivery, or within the limits of the supplier's return policy, if longer. However, returns and exchanges of merchandise are limited by Servcom USA's ability to return the original item to the manufacturer or distributor; because these limitations vary by item, Client is responsible for obtaining terms of return from Servcom USA no later than the date of invoicing for the product(s). Returns are subject to shipping and restocking fees. Credit for all returns shall be issued solely as credit memos. (See [Credits and Refunds](#) below.)

Late Payments

The terms of payment on all invoices are *Due Upon Receipt*, except where otherwise specified in writing by Servcom USA. After 30 days, we reserve the right to discontinue any and all services to Client, pending payment in full of the balance on all late invoices. After 90 days, Servcom USA reserves the right to turn over late payments to a collections agency. Late balances will be charged the least of the following late payment charges:

- a. 1.5% per month;
- b. 18% per year;
- c. The annual late charge specified on the invoice; or,
- d. The maximum charge allowed by law.



Credits and Refunds

All returns and exchanges of merchandise or services, inaccurate charges for services, and other non-tangible items shall be credited to Clients account by a credit memo within 30 days of the return of merchandise or notification of the charge(s). All credit memos expire at the earliest time allowed by law, unless otherwise specified by Servcom USA in writing.

Although Servcom USA reserves the right to process a refund solely at the discretion of our Partners, we do not issue refunds in the normal course of our business.

Confidentiality

Servcom USA takes the confidentiality of our Clients' information and data seriously. We collect limited data on our Clients' places of business, contact information, and the email addresses of both our Clients and their employees. In addition, we may collect unlimited information pertaining to the security and/or policies of an organization and maintain updated records of security accounts, passwords, access procedures, or other related and consequential data. Servcom USA will retain this data for the minimum amount of time required by law, and solely at our discretion thereafter.

In the course of providing services, Servcom USA may make temporary copies of or have direct access to: (i) business critical data, (ii) confidential information, or (iii) any other manifestation of Client's Intellectual Property. Such temporary copies shall not be maintained by Servcom USA for any period longer than that necessary to provide services directly related to said items, and shall be purged at the earliest possible date.

Servcom USA does not provide or sell this information to any third party. Servcom USA will never disseminate such information to any third party, except where required by law. At Client's written request, we will purge all confidential data from our records, within a time period specified by Servcom USA at the time of the request. However, data available in the public record, unless said data came into the public record through the actions of Servcom USA, or data related to transactions between Servcom USA and Client shall not be purged.

Data Retention

During the delivery of certain services, Servcom USA may make copies of our Clients' data for the purposes of maintaining, transferring, or repairing an item or product on Client's behalf. Servcom USA will take all necessary and reasonable precautions to safeguard this data against accidental transmission or dissemination to any other party. Servcom USA does not host, store, or maintain copies of this or any other data belonging to Client for any length of time under any agreement. All hosted data services provided by Servcom USA are serviced by separate, third-party entities and are not under the direct control of Servcom USA. It is therefore solely and at all times Client's responsibility to perform complete and verified backups of all of their data.

Servcom USA maintains records of the transactions between us and our Clients for the minimum amount of time required by law, and solely at our discretion thereafter.

Limit of Liability

Servcom USA is an independent contractor and not an employee of Client. Client agrees to indemnify, support, defend, and hold harmless both Servcom USA and all agents, representatives, owners, employees, or other affiliates of Servcom USA from all damages extending from any and all services provided by Servcom USA to Client. Servcom USA shall not be held liable for discontinuation of services due to mechanical failures, riots, strikes, telecommunications failures and embargoes, natural disasters, Acts of God, or other circumstances beyond Servcom USA's reasonable control. Under any circumstances, Servcom USA's maximum total liability for the services provided to Client shall not exceed the amount paid by Client for those same services.

Competing Agreements

Servcom USA may enter into separate service agreements with Client. Such separate agreements shall not be construed to supersede any provision of these Terms of Service, except where such agreement shall explicitly and in writing supersede a provision of these Terms of Service. In such a case, the remainder of these Terms of Service shall remain in effect.

Amendments

Servcom USA may amend these Terms of Service at any time. At the discretion of Servcom USA's partners, amended versions of these Terms of Service or this document will be either (i) posted on Servcom USA's website(s) and/or blog, or (ii) communicated directly in writing to Client.

Applicability

These Terms of Service are made publicly available and disseminated freely to all current, future, and past Clients. By requesting any services of Servcom USA after the date of this document's publication, according to [Amendments](#) above, Client consents to all the provisions of these Terms of Service and agrees that these Terms of Service shall govern the relationship and all subsequent transactions between Servcom USA and Client, except in the cases outlined under [Competing Agreements](#) above. The failure of Servcom USA to enforce any specific provision of these Terms of Service shall not be construed as a waiver or limitation of Servcom USA's right to compel strict compliance with every provision of these Terms of Service.