



# Terms of Service

This is just part of the “LEGAL STUFF” for our Terms of Service.

Here at P. S. Holleman, we try to be fair to everyone. We know things happen that's out of our control, accidents occur, etc. We take absolute care in everything we do. This is what separates us from “Other” Companies, Consultants and Contractors. We work with you the CLIENT(s) to help where we can within reasonable accommodations regarding your technological needs, where we can.

Unfortunately, due to the time's we're living in, we have to cover our basis.

So, we had to come up with these “Terms of Service” because we can't anticipate all CLIENT(S) will be fair and understand that “Stuff Happens”.

We know, it's confusing to read: Right?

Let us break it down and explain in further detail below.

Client referred hereinafter as “CLIENT” has agreed to have P. S. Holleman hereafter referred as “PSH” to perform any Equipment and/or Computer based services and/or any Software/Hardware assistance to CLIENT. The CLIENT acknowledges that PSH reserves the right to change, modify or edit anytime the Payment, Terms and Release of Liability herein the Disclaimer.

CLIENT agrees to the following terms for service rendered by PSH.

## **ACCEPTANCE OF THE TERMS OF SERVICE**

1. By PSH registering CLIENT for a Client Portal on P. S. Holleman and/or using our Services in any manner, including but not limited to visiting, browsing or logging into the Site, you agree to this Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.
2. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into this User Agreement by this reference.
3. This User Agreement applies to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.
4. **ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW OR WHERE PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

**WARRANTY:**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOUR USE OF THE SERVICE AND ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**CLIENT GRANTED PERMISSIONS:**

2. CLIENT grants PSH, its agents and service representatives' access and permission to physically disassemble any and/or all computer systems, components, networks, cabling, hubs, routers, switches, peripherals, accessories or anything electronic.
3. CLIENT grants PSH, its agents, and service representatives, full permission and/or access to security rights and/or permission to open, view, modify, edit, delete, copy, or otherwise manipulate CLIENT computer software, applications, data, and data storage media including but not limited to computer Operating System, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers, and libraries, and/or any other type of software or data that may be contained on CLIENT computer system(s) or network(s).
4. CLIENT grants PSH, its agents, and service representatives, permission to download and/or install software on CLIENT computer(s) and/or network(s), including but not limited to virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by CLIENT.
5. CLIENT grants PSH, its agents, and service representatives, permission to install hardware in CLIENT computer(s) and/or network(s), including but not limited to memory, processor, cooling fans, batteries, hard drives, tape drives, storage devices, modem and communication devices, audio and video cards, network interface cards, hubs, routers, switches, printers, scanners, cables, and other hardware requested to be installed by CLIENT.

**REFUNDS:**

CLIENT understands that certain types of parts and/or software are deemed non-refundable and/or non-exchangeable. These consist of including but are not limited to mainboards, memory, solid state drives, specialty interface cards, liquid cooling items, graphics cards, LCD screens, special ordered parts, batteries or/any software that requires any/or license key or licensed hardware to operate.

1. PSH assures that any software sold is bought by vendors that PSH screens and checks validity.
2. PSH assumes no liability if any software is deemed by manufacture(s) invalid, pirated or stolen.
3. PSH makes any/all attempts to acquire, purchase or sell authentic, genuine or original software licensing.

**PRIVACY POLICY:**

It is our policy to respect the privacy of its customers. For information on our privacy practices, please review our privacy policy at <https://www.psholleman.com/privacy-policy>.

**PAYMENT POLICY:**

Information on our Payment Policy and practices, please review our payment policy and terms at <https://www.psholleman.com/payment-terms>.

**ABANDONED PROPERTY POLICY:**

Information on our Abandoned Property Policy and practices, please review our policy and terms at <https://www.psholleman.com/a-p-p>.

**LIABILITY:**

CLIENT agrees to release and hold harmless PSH from any and/or all liability associated with the performance of service of the provision of parts, and acknowledges also that PSH service offers no explicit or implied warranty or guarantee on services performed or parts provided, other than the manufacturer's warranty or guarantee.

1. CLIENT agrees to release and hold harmless PSH from all liability for damage or loss as well as any incidental or consequential material or financial damage and/or loss that may result from the actions of PSH, its agents, or service representatives.
2. CLIENT understands in the event that a Reformat and Reload of the CLIENT hard drive is required, all programs installed by the CLIENT will be erased. PSH cannot save any programs installed on the CLIENT computer. CLIENT is responsible to provide any/all applicable licenses needed to reinstall and/or operate the programs and/or operating system(s).

PSH strongly advises that CLIENT safeguard critical data by backing up said data prior to any services performed by PSH. Unless specifically requested and provided as a paid service by PSH. CLIENT is responsible for any backup, archiving, or protective storage as well as restoration if required, of CLIENT data.

We shall not be liable for any failure or delay in performance due to any cause beyond its control. We reserve the right to refrain from providing the service and instead refund your payment, wholly or in part, on the basis that the minimum system requirements are not met or if you're technical needs or other requirements are unusual or extensive and beyond the scope of these Terms of Service, as determined by us.

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(I) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS; AND

(II) OUR TOTAL LIABILITY SHALL NOT EXCEED THE ORIGINAL SERVICE COST OR CONTRACT INCLUDING TAXES.

THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.

**LAWS:**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the District of Columbia, Washington D. C. excluding its conflict of law provisions. If any provision(s) of these Terms and Conditions is/are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

**ENTIRE AGREEMENT:**

These Terms and Conditions and/or your Estimate and/or Invoice constitute the entire agreement between CLIENT and PSHs with respect to the services and benefits provided to you under your Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of PSH have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan – either orally or in writing.

**INDEMNITY:**

You agree to indemnify, defend and hold harmless P. S. Holleman, its team, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

**VARIATION:**

P. S. Holleman shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the services and/or any page of this Website.

## **ARBITRATION CLAUSE AND CLASS ACTION WAIVER**

**—IMPORTANT—PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS.**

### **ARBITRATION:**

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THIS USER AGREEMENT, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this User Agreement.

### **SEVERABILITY:**

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

### **GOVERNING LAW AND JURISDICTION:**

This User Agreement shall be governed by and construed in accordance with the laws of Washington D. C., including its conflicts of law rules, and the United States of America. Without waiving the foregoing arbitration clause, you agree that any dispute arising from or relating to the subject matter of this User Agreement shall be governed by the exclusive jurisdiction and venue of state and Federal courts of Washington D. C., except where the jurisdiction and venue are mandated by applicable law.

**FORCE MAJEURE:**

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

**NO WAIVER:**

Our failure to enforce any part of this User Agreement shall not constitute a waiver of our right to later enforce that or any other part of this User Agreement. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with this User Agreement to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

**ENTIRITY:**

This document constitutes the entire agreement between CLIENT and PSH. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing. The Terms of Service and other accompanying Policies herein this entire agreement between CLIENT and PSH with respect to the Services, including use of the Site, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between CLIENT and PSH with respect to the Services. If any provision of this Terms of Service and accompanying Policies is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Terms of Service and accompanying policies will otherwise remain in full force and effect and enforceable.



By reading this document, paying your Invoice, accepting an Estimate or otherwise accept the Terms of Service prior to Payment. CLIENT indicates that CLIENT has read, understands, and agrees to the terms of this Payment Terms and Release of Liability form, which is kept on file at [www.psholleman.com](http://www.psholleman.com).

If there are any questions regarding this Terms of Service, you may contact us using the information below.

P. S. Holleman  
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Suite 106-225  
Washington, DC 20016

[legal@psholleman.com](mailto:legal@psholleman.com)

We have updated the Payment Terms and were Last Edited on 2017-08-05