

## **KS CARE**

☐ Proactive Maintenance \$17/mo or \$199/year	<ul> <li>2 Hour System Tune Up</li> <li>\$199/year, Save up to \$136 (Proactive Maintenance Required)</li> </ul>
<ul> <li>Personalized Mobile App for basic system resets</li> <li>Proactive System Monitoring</li> <li>Internet Monitoring (OVRC Hub required)</li> <li>Remote Software and Firmware Updates</li> <li>Remote Reboots and Troubleshooting</li> </ul>	<ul> <li>☐ 3 Hour System Tune Up</li> <li>• \$299/year, Save up to \$146 (Proactive Maintenance Required)</li> <li>☐ Priority Service Add On \$10/mo</li> <li>• Priority Service. You jump to the front of the line wheneve you call! (Proactive Maintenance Required)</li> </ul>
Client Care Plans  Guaranteed Response Times  Avoid Emergency Service Call Fees	Starting at \$249/mo  • Guaranteed System Performance and Uptime • Customized for your Unique System and Requirements
<ul> <li>Audio / Video Services covered in System Tune Up         <ul> <li>Check and Activate A/V related apps, Activate and configure AppleTV, and other Apple devices to customer's preference Setup for customer's other connected devices such as XBOX, TiVo, Wii, DirecTV etc., Document of user names, passwords, and instructions for all device setups., Update all devices with any available firmware upgrades, Check functionality and settings on all AV equipment - reset if needed, Clean &amp; dust all equipment, Inform customer of new technologies or upgrades available</li> </ul> </li> <li>Network Services covered in System Tune Up         <ul> <li>Document of user names, passwords, and instructions for all device setups., Run speed test on network. Fix any problems or hang-ups., Update all devices with any available firmware upgrades, Check all network setting and verify everything is working properly, Inform customer of new technologies or upgrades available</li> </ul></li></ul>	
I authorize KS Audio Video to charge the card services liste  Customer Name:  Signature:	
*All monthly services are charged quarterly or annually. The initial payment will include a prorated amount for the current	

quarter and the annual tune up. Subsequent years the annual tune up will be charged the first week of January. All service is non-refundable and sales are final. By Signing above, I hereby confirm and acknowledge that I agree to the

terms and conditions located on both the KS Audio Video website and located on the back of this form.

## **KS CARE TERMS AND CONDITIONS**

The KS Care Agreement (hereinafter the "Agreement") is being entered into by KS Audio Video (hereinafter the "Company") and the signatory on page 1 of the KS Care Agreement (hereinafter the "Client"). The Client and the Company hereby agree as follows:

Payment: The Client shall allow KS Audio Video, its agents, subsidiaries or assigns to charge the Client's listed credit card for either one quarter (3 months) or one year (12 months) at a time. This charge will recur at the end of the preceding term but will not be affirmatively collected until the beginning of the new term. If for any reason the Client's listed card does not have the available funds to cover the required payment under this Agreement, the Client shall be liable to the Company for any fees incurred with the failed payment, the total amount due under this Agreement and a \$25 fee for processing late payment.

Additionally, interest will be charged at a rate of 8% interest compounded daily beginning seven days from the failed payment attempt. If payment fails, the Client agrees explicitly that the Company may choose to cease providing the agreed upon services until payment is made in full without the Company being deemed in breach of this Agreement or to have voided this contract or the auto-renew clause. EVEN IF THERE ARE ISSUES WITH PAYMENT, THIS AGREEMENT WITH AUTO-RENEW FOR ANOTHER TERM UNLESS PROPERLY TERMINATED IN COMPLIANCE WITH THE AGREEMENT!

Refunds: Client shall not be entitled to a refund of any payment made under this Agreement in any situation. Client agrees the payment is earned and non-refundable as of the date it is submitted.

Term: The term for this Agreement is either one quarter (three months) or one year (twelve months) determined by the selection made on page 1 of the Agreement. This Agreement auto-renews as if it was executed again by the parties at the end of the preceding term of either one quarter or one year for the same term (I.e. if agreement was entered into on a quarterly basis then the term is one quarter or 3 months and the agreement would then auto-renew on a quarterly basis for another three month or quarter term).

Termination: The Company shall be able to cancel this Agreement for any reason or no reason upon seven days written notice to the Client. The Client shall be able to prevent this Agreement from auto-renewing as scheduled under the terms of this Agreement only by delivering written notice of the Client's intention to discontinue this service at least 15 days but not more than 30 days before the end of the preceding term.

Results: The Client shall not be guaranteed any specific results from enrolling in KS Care. There is no warranty or guarantee regarding the services delivered in conjunction with KS Care made by either KS Care's representative or the Company. This Agreement in no way suggests that actual truck rolls and service calls will be discounted in any way due to enrollment in a standard plan (Priority Service or Priority Maintenance).

Choice of Law and Venue. The parties agree that this Agreement is to be governed by and construed under the law of the State of North Carolina without regard to its conflicts of law provisions. The parties further agree that all disputes shall be resolved exclusively in state or federal court in Mecklenburg County, North Carolina.

Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Attorney Fees. The Client shall pay reasonable attorney fees the Company may incur while defending any lawsuit or other legal action brought by the Client under this Agreement if the Client loses that action.