

AIT Terms of Service

Effective 1/1/2025

Applied Information Technology (AIT), located in Sunnyvale, California, USA, provides information technology (IT) services. By checking the “Consent” box and clicking the “Submit” button when ordering services on the AIT website (www.ait.cx), you register as an AIT client and accept the terms and conditions of these services, hereafter referred to as “Terms”, as stated herein.

By purchasing or using one or more Services from AIT, you affirm that you have read, understood, and agree to be bound by these Terms. The latest version of these Terms is always available on the AIT website. It is essential that you read this document prior to purchasing or using any Services from AIT.

If you are accepting on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind your employer or the applicable entity to these terms; (ii) you have read and understand this document; and (iii) you agree on behalf of the party that you represent to these Terms. If you do not have the legal authority to bind your employer or the applicable entity, then do not check the “Consent” box and click the “Submit” button.

1. Client Portal

AIT provides a Client Portal on its website where clients view and update information pertinent to their AIT services and subscriptions. This page can be accessed by logging in to the AIT website after clicking the “Account” option on the menu bar.

2. Pricing

AIT provides IT support services as described on the Services page of our website. The current pricing for these services can be found by clicking the “Order” button for the particular service.

3. Cancellations

Service orders may be canceled up to 24 hours prior to the scheduled start of service. Clients will be billed for 1 hour of service for orders canceled within 24 hours of the scheduled start of the service.

Service subscriptions have a minimum subscription period (term) as specified on the Services page. Subscription may be canceled any time after the term has elapsed by notifying AIT in writing 30 days prior to the requested cancellation date. Canceled subscriptions terminate on the last day of the last calendar month of service.

4. Covered Equipment

A list of the equipment for which you have purchased subscription services will be published on the Client Portal on the AIT website.

5. Pre-Existing Problems

Labor to resolve problems that occurred prior to the start of subscription coverage will be billed at the standard, non-discounted hourly rate.

6. Malware Removal

Some AIT subscription plans include free malware removal service. This free service does not include the repair of damage caused by the malware or the reinstallation of software corrupted by it. Labor for such repairs and reinstallations will be billed at the plan's discounted rate.

7. Availability of Service

Service is available at the times listed on the Services page of the AIT website.

8. Maintenance Windows

Maintenance windows must be established and honored to allow for proper system maintenance, patching, and system restarts. You agree to provide at least one weekly, one-hour maintenance window during business hours. You may change this window by providing a 7-day advance written notification to AIT. Your current registered maintenance window(s) will be posted on your Client Page on the AIT website.

9. Fees

Your current monthly fee for subscribed services will be posted on the Client Portal of the AIT website, which is visible upon logging in to the site.

10. Billing

Subscription services are billed in advance and are due and payable on the first day of the month during which the services will be provided. The minimum time billed is 0.25 hours for remote support and 1.0 hours for on-site support. The time billed for on-site service will include travel time to the site.

11. Payment Method

You agree to provide and maintain a valid credit card on file with AIT to pay for services rendered. You may update your payment card information at any time by visiting the Account page of the AIT website and completing the Payment Card form.

12. Appointment Changes or Cancellations

You must provide at least 24 hours advance notice of any appointment cancellation or reschedule. Failure to provide this notification will result in a 0.25-hour charge for remote support appointments and a 1.0-hour charge for on-site appointments.

13. Refund and Returns Policy

Refunds will not be issued after services have been rendered. Non-defective parts may be returned if the return is approved by AIT and will be subject to a minimum 20% restocking fee.

14. Warranties and Disclaimers

AIT makes and you receive no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall AIT or any of its owners, directors, employees, or other representatives be responsible for any special, incidental, indirect, or consequential damages of any kind, including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages. You assume full responsibility for the overall effectiveness and efficiency of the operating environment in which your network functions.

15. Indemnification

You agree to indemnify and defend at your sole expense: AIT, its owners, employees, agents, representatives, directors, and shareholders, from and against any and all claims arising out of or based upon your use of AIT services, software, or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement, and patent infringement. In addition, you agree to pay any judgment and costs associated with such a claim.

16. Revisions

Revisions to these Terms may be made by AIT at any time to address business and technology developments and issues. Upon revision, this document will be re-published on the Terms of Service page of the AIT website, www.ait.cx/terms-of-service. The revised Terms will become effective on the “Effective” date shown on the first page below the document title. By using AIT Services, you affirm your acceptance of the most recently published Terms.

17. Contact Policy

By providing your contact information when subscribing to our service, you agree to receive email, phone calls, and text (SMS) messages in response to requests for service that you submit and in the event of any billing issues associated with your account that might arise. Please be advised that these messages may be sent at any time of the day or night. To opt out of text messaging, reply STOP to any message you receive from us.