



LAC TECH — TERMS & CONDITIONS AGREEMENT

Luc Austin Cochran, d/b/a LAC Tech (sole proprietorship) • 1560 Commercial Court, Suite H, Jonesboro, GA 30236 • (678) 435-9236 • lactech.net

Effective May 30, 2022 • Last revised February 15, 2025

1. Agreement & Acceptance

Luc Austin Cochran, doing business as LAC Tech, operates as a sole proprietorship. These Terms of Service are effective as of May 30, 2022, and were last revised on February 15, 2025. By accessing, purchasing, subscribing to, or using any service, website, platform, or product provided under LAC Tech, you agree to be bound by this legally enforceable agreement. This includes submitting a form, typing your name, checking an acceptance box, or completing a payment, all of which constitute a valid electronic signature under the U.S. E-SIGN Act. If you do not agree to these terms, you should not use the services.

2. Eligibility & Acceptable Use

You must be at least 18 years old, or have consent from a parent or legal guardian, to use these services. You agree to use all services only for lawful and appropriate purposes. Any misuse—including fraudulent, abusive, or unauthorized activity—may result in immediate termination of service.

3. Payment, Refunds & Unclaimed Equipment

Payment is due at the time services are rendered unless otherwise agreed in writing. Any unpaid balances may be subject to late fees after 30 days. Additionally, any equipment left unclaimed for more than 30 days may be considered abandoned and sold to recover outstanding costs, to the extent permitted by law. All payments made to LAC Tech are final. Once a service has been purchased, scheduled, delivered, accessed, downloaded, or initiated, no refunds will be issued except where required by law. By submitting payment, you acknowledge that you are waiving the right to request a refund. At our discretion, we may offer a non-cash service credit for future use, but such credits are optional, non-transferable, and not redeemable for cash.

4. Chargebacks & Payment Disputes

By submitting payment, you also agree not to initiate a chargeback or dispute with your bank or payment provider without first contacting us in writing to attempt a resolution. Filing a chargeback without making a good-faith effort to resolve the issue may be considered a breach of this agreement. In such cases, we reserve the right to provide this agreement and proof of services to your financial institution, suspend or terminate your services, and pursue recovery of the original amount owed along with any applicable fees or costs associated with the dispute.

5. Fees Posted to Your Account

In addition to the amounts owed for services, the following fees may be assessed and posted directly to your account, and are payable by you: returned payment / NSF fees of \$35.00 per returned check, declined draft, or reversed electronic payment; chargeback fees of \$25.00 per disputed transaction, in addition to the original amount owed; late fees of the greater of \$15.00 or 1.5% per month on balances unpaid after 30 days; rescheduling or no-show fees for missed scheduled appointments; storage fees on equipment left beyond 30 days; and any collection, bank, processor, arbitration, or reasonable attorney fees incurred in recovering amounts owed. Fees are posted to the account as they are incurred and become immediately due. Services may be suspended while a balance remains unpaid.

6. Intellectual Property

All content, branding, materials, designs, and deliverables remain the intellectual property of LAC Tech unless otherwise stated in a written agreement. No ownership rights are transferred to you without explicit written consent.

7. Disclaimer of Warranties & Limitation of Liability

All services are provided “as is” and “as available,” without warranties of any kind, either express or implied. We do not guarantee that services will be uninterrupted, error-free, or suitable for your specific needs. To the fullest extent permitted by law, LAC Tech is not liable for any indirect, incidental, or consequential damages. Any claim against us is limited to the total amount you paid for the specific service involved.

8. Data & Equipment Disclaimer

You are responsible for backing up your own data before any service. While reasonable care is taken with all equipment and media, LAC Tech is not responsible for data loss, corruption, or pre-existing hardware or software conditions discovered or arising during service. Diagnostic findings and repair time estimates are provided in good faith and are not guarantees. Parts and labor warranties, where offered, are stated in writing on the invoice and do not cover physical damage, liquid damage, or subsequent misuse.

9. Dispute Resolution & Governing Law

If a dispute arises, both parties agree to first attempt to resolve the matter informally. If that is unsuccessful, the dispute will be resolved through binding arbitration in Clayton County, Georgia, unless otherwise required by law. You agree to bring any claims individually and waive the right to participate in a class action. This agreement is governed by the laws of the State of Georgia. If any part of these terms is found to be unenforceable, the remaining provisions will continue to remain in full effect.

Acknowledgment & Signature

This agreement may be signed digitally or physically. A typed name, an electronically drawn or applied signature, a signature captured through an electronic signing service, checking an acceptance box, or submitting payment each constitutes a valid and binding electronic signature under the U.S. E-SIGN Act and the Georgia Uniform Electronic Transactions Act, and carries the same legal effect as a handwritten signature on a printed copy. You may also print this document, sign it by hand, and return it in person, by mail, or as a scan or photo.

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| ☐ I have read, understand, and agree to the Terms & Conditions above. | ☐ I understand that equipment left unclaimed for more than 30 days may be considered abandoned and sold to recover outstanding costs. |
| ☐ I understand that returned payment (NSF) fees, chargeback fees, late fees, storage fees, and other applicable fees will be posted to my account and are my responsibility to pay. | ☐ I understand that I am responsible for backing up my own data prior to service. |
| ☐ I understand that all payments are final and non-refundable except where required by law. | ☐ I agree to contact LAC Tech in writing before initiating any chargeback or payment dispute. |

CUSTOMER

Customer name (print)

Business / organization (if applicable)

Customer signature

Date

Email

Phone

LAC TECH

Authorized representative signature

Date

Method of signature (check one): ☐ Signed digitally / electronically ☐ Signed physically (wet ink)

Legally binding agreement between the customer named above and Luc Austin Cochran, d/b/a LAC Tech. Retain a copy for your records; current terms at lactech.net/terms. Continued use of services after an update constitutes acceptance of the revised terms.