6 Downs Road Newcastle BT33 0AG

028 4321 8180

computerhelpni.co.uk

Revised: 20220307

Terms and Conditions

This document outlines the general terms of business by which we operate. By using our services, you acknowledge that you have read, understood, and agree to be bound by the terms below and to comply with all applicable laws and regulations.

Confidentiality

We'll protect your privacy and obey the law.

Service Provider agrees to not disclose any information or data supplied with, stored on, or recovered from Client's equipment or media, except to other agents of Service Provider, subject to confidentiality agreements, or as required by law. Service Provider will protect Client's personal information and abide by the EU General Data Protection Regulation (GDPR) and UK Data Protection Act, only using Client's personal information as required to provide services to Client. This may include creation and storage of backup copies of data from Client devices. Such backup copies shall be stored on password-protected, encrypted media and may be kept for up to one year.

Fees and Payment

If we can't fix it, we'll keep trying or return it free of charge.

Client and Service Provider agree that the sole and exclusive remedy for an unsatisfactory outcome shall be, at Service Provider's option, additional attempts by Service Provider to repair equipment or recover data, or a refund of the amount paid by Client, if any. This means "no fix, no fee."

We'll ask for payment when the work is completed.

Full payment is due upon completion of successful upgrade, repair, or data recovery, prior to release of equipment or media to Client. Service Provider will discuss expected repair costs before performing any work or if unexpected costs are likely. Each overdue invoice may incur a debt recovery fee subject to UK law.

Limited Liability

We can't be held liable for broken equipment or lost data.

Defective or failing equipment can cause data corruption, data loss, and unexpected system behaviour. Therefore, Service Provider shall not be liable for any claims regarding the functioning of equipment or the condition or existence of data on storage media supplied before, during, or after service. In no event will Service Provider be liable for any damage to the equipment, loss of data, loss of revenue or profits, or any special, incidental, contingent, or consequential damages.

It's your equipment, data, and risk.

Client has the authority to request services related to the equipment, media, and data provided to Service Provider. Client is aware of the inherent risks of injury and property damage involved in computer equipment repair, including, without limitation, risks due to accidental destruction or damage to the equipment, media, or data or Service Provider's inability to repair the equipment or recover data. Service Provider will take all reasonable precautions to protect Client's equipment,

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media, and data, but Client assumes any and all known risks of injury and property damage that may result from the operation and attempted repair of Client's equipment.

Warranty

We stand behind our work, but sometimes data loss occurs.

Service Provider provides 90 days' warranty on the physical equipment that Service Provider has repaired. Service Provider makes no warranty on data, express or implied, and disclaims any data warranty of any kind.

Abandoned Property

We may dispose of unclaimed property.

Any property left with Service Provider and unclaimed for 90 days after a completed repair may be disposed of. Service Provider will make every reasonable attempt to contact Client and arrange transfer of the property, but if those attempts are unsuccessful and abandoned property is disposed of, Service Provider shall have no liability to Client or any third party.

Arbitration

If things go wrong, we'll try arbitration and follow UK law.

Client and Service Provider shall submit all disputes relating to this agreement (whether contract, tort, or both) to arbitration, in accordance with the rules of UK business. Either party may enforce the award of the arbitrator in a court of competent jurisdiction. The parties understand that they are waiving their rights to a jury trial. The arbitration shall take place in Northern Ireland, and the laws of the United Kingdom shall apply.