CYBER PARK

# Terms and Conditions

At Cyber Park we consistently deliver what we promise and leave our customers happy with our service. Our terms and conditions set out some important things you should be aware of when you purchase goods and services from Cyber Park (Kolkata)

The following are terms of a legal agreement between you and Cyber Park (Kolkata). By using our computer and other software services, or the computer repair service 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.

### Repair Policy:

Repair estimate of the parts are suspected, in case during repair if we find some other problems will be treated as a new problem, we will intimate the same then processed.

**Physical verification** of the material is only possible when it reaches to our workshop.

All **Software’s** and **Data** are of **client responsibility**, please backup all the data before submitting for repair.

All repairs of Laptop / Desktop / Printer / Monitor are **warranted for 15 days** from date of Closed Call.

This **warranty applies only** to those items which were **found defective and repaired**, it does not apply to products in which no defect was found and returned as is or merely recalibrated. Out of warranty products may not be capable of being returned to the exact original specifications or dimensions.

In case of **repeat issue/problem** we can only be able to give service on address provided at the time of call logged.

In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use of parts or loss of use of, data or profits arising out of, or in connection with.

### Replacement Policy:

No advance replacement will be issued unless the faulty is returned.

Computer Parts are likely to come from a different manufacturer and/or store, For any hardware defects you will have to deal with the appropriate manufacturer company

If you want, on behalf of you we will provide the replacement service (pick n drop) on chargeable basis as per manufacturer terms.

***Limited Liability:***

Cyber Park (Kolkata) shall not be liable for any claims regarding the physical functioning of equipment/media or the condition or existence of data on storage media supplied before, during or after service.

In no event will Cyber Park(Kolkata) be liable for any damage to the laptop/desktop, loss of data, loss of revenue or profits, or any special, incidental, contingent, or consequential damages, however caused, before, during or after service even if Cyber Park(Kolkata) has been advised of the possibility of damages or loss to persons or property. Cyber Park (Kolkata) liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services.

The client and Cyber Park (Kolkata) agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Cyber Park (Kolkata) option, additional attempts by Cyber Park (Kolkata) to recover satisfactory data or refund of the amount paid by the client. The parties acknowledge that the price of Cyber Park (Kolkata) services would be much greater Bits Cyber Park (Kolkata) undertook more extensive liability.

The client is aware of the inherent risks of injury and property damage involved in laptop/desktop repair, including without limitation, risks due to destruction or damage to the machine, media, or data and inability to repair the machine or recover data, including those that may result from the negligence of Cyber Park (Kolkata) and assumes any and all known risks of injury and property damage that may results.

## Confidentiality:

Cyber Park(Kolkata) agrees not to disclose any and all information or data files supplied with, stored on, or recovered from client’s equipment except to employees or agents of Cyber Park(Kolkata) subject to confidentiality agreements or as required by law.

## Payment:

Unless otherwise agreed by the parties in the applicable quote, payment shall be made in full in advance all hardware, software and services.

Until payment has been received in full, all hardware remains the property of Computer Geeks and / or its third party vendor.

Payment must be made within 21 days from the date of our invoice. This can be extended for Managed Services subscribers.

All amounts and fees stated are exclusive of value added tax, which shall be added to Cyber park (Kolkata) invoice(s) at the appropriate rate.

**Cheque Return Charges:** for any financial reason – INR 350 for one cheque.

## Warranty:

180 days’ warranty on the hardware of laptops/desktops that Cyber Park (Kolkata) has repaired Cyber Park (Kolkata) makes no warranty on data, express or implied, and Cyber Park (Kolkata) disclaims any data warranty of any kind.

## Customer’s Responsibilities:

Software/Data Backup. It is the Customer’s responsibility to complete a backup of all existing data, software, and programs on Supported Products prior to performing any Services. WE WILL NOT BE RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR

NETWORK. You understand and agree that under no circumstances will Cyber Park (Kolkata)

be responsible for any loss of software, programs, or data, even if our technicians have attempted to assist you with your backup, recovery, or similar services. Any such assistance is beyond the scope of any Cyber Park (Kolkata) warranty and this Service Agreement. The assistance is provided in our sole discretion and without any guarantee or warranty of any kind. Neither does we provide any guarantee or warranty of any kind with respect to any third-party product that our technician may use in assisting you.

Technical description of the defect: In order to properly repair a product, it is absolutely necessary for Cyber Park (Kolkata) to receive information specifying the reason the product is being returned. Specific test data, written observation on the failure and specific corrective action you require, is needed.

## Agreement:

The parties shall submit all disputes relating to this Agreement (whether contract, tort or both) to arbitration, in accordance with the Rules of the Indian 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 the Country in which the Cyber Park (Kolkata) laboratory performing the services are located and the laws of the INDIA in which such laboratory is located shall apply.

Any property left with Cyber Park (Kolkata) unclaimed for 90 days, will be disposed of. At which time Cyber Park (Kolkata) shall have no liability to the client or any third party.

A minimum charge of 300 /- will apply if the customer does not accept the quotation after a complete diagnosis.

# Privacy Policy

At Cyber Park (Kolkata), accessible from [http://www.cyberparkkol.com](http://www.cyberparkkol.com/) , one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by Cyber Park (Kolkata) and how we use it.

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

This website uses cookies to monitor browsing preferences.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.

This Privacy Policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in Cyber Park (Kolkata). This policy is not applicable to any information collected offline or via channels other than this website.

### Consent

By using our website, you hereby consent to our Privacy Policy and agree to its terms. Information we collect

The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

If you contact us directly, we may receive additional information about you such as your name, email address, phone number, and the contents of the message and/or attachments you may send us, and any other information you may choose to provide.

When you register for an Account, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number.

How we use your information

We use the information we collect in various ways, including to:

Provide, operate, and maintain our website. Improve, personalize, and expand our website. Understand and analyze how you use our website.

Develop new products, services, features, and functionality

Communicate with you, either directly or through one of our partners, including for customer service, to provide you with updates and other information relating to the website, and for marketing and promotional purposes.

Send you emails.

Find and prevent fraud.

### Log Files

Cyber Park (Kolkata) follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services’ analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users’ movement on the website, and gathering demographic information.

### Cookies and Web Beacons

Like any other website, Cyber Park (Kolkata) uses ‘cookies’. These cookies are used to store information including visitors’ preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users’ experience by customizing our web page content based on visitors’ browser type and/or other information.

### Advertising Partners Privacy Policies

You may consult this list to find the Privacy Policy for each of the advertising partners of Cyber Park (Kolkata)

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on TM Technology, which are sent directly to users’ browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their

Advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that Cyber Park (Kolkata) has no access to or control over these cookies that are used by third-party advertisers.

### Third Party Privacy Policies

Cyber Park (Kolkata)’s Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers’ respective websites.

# Cancellation, Refund and Return Policy

It is highly recommended that you inspect the product upon delivery for visible damage. Product shipments require that shipping damage is reported within 24 HOURS of the product’s delivery. To the fullest extent permitted by law, any damage reported more than 24 HOURS after the product delivery will not be accepted by Cyber Park (Kolkata) for replacement or refund. After delivery, please read all included documentation and/or contact the manufacturer directly to determine applicable warranty coverage, if any.

Products that are received by Cyber Park (Kolkata) in any of the following conditions are not eligible for return and may be rejected:

Any product not purchased from Cyber Park (Kolkata).

Any product that does not exhibit the described reason for the return (i.e., a return initiated for a DOA product that powers on and works properly upon inspection).

Any damage reported more than 24 HOURS after the product delivery

Any product with a missing, damaged, altered, or otherwise unreadable serial number label, manufacturer model or part number label, and/or warranty label.

Any product that is returned without all original packaging and accessories, including the retail box, manuals, cables, and all other items originally included with the product.

Any product from which the UPC code has been removed from its packaging. Any product which appears tampered, customized or altered in any way.

Any product that is returned with markings or writing made by the customer on the original box. Special order products (Back to Back Order) are not eligible for return.

Purchases for prepaid cards, gift packaging and memberships are not eligible for return.

Consumable products cannot be returned to Cyber Park (Kolkata). Consumable products may include, but are not limited to, Printer Ink, Toner Cartridges, CD/DVD Media, Retail Packaged Software, Downloadable Software, Digital Downloads, Paper Products, and etc. that are consumed once they are used.

Cyber Park (Kolkata) believes in helping its customers as far as possible, and has therefore a liberal cancellation policy. Under this policy:

All products carrying manufacturer warranty should be claimed directly from the respective manufacturer’s service center. No returns accepted.

Any products with Cyber Park (Kolkata) should be claimed from Cyber Park (Kolkata) only within the warranty period mentioned on the product page

“Dead on Arrival” should be informed through mail / phone call to us within 24 hrs of delivery. If any delay in this DOA may not be accepted, will be directed to the respective service centers only.

Replacement is provided for all other products only if informed us within 24 hrs of delivery.

Returned product should be in intact condition with all accessories and original box / packing. Returns / replacement is decided on item condition only. Physical damages caused by customers are not covered under this policy.

Reverse Pickup will be arranged if your PIN code is supported by our courier partner. If reverse pickup service not available at customer location, then return shipping to be arranged by customer. Return shipping cost will be reimbursed in the form of redemption coupons, no cash refunds allowed. Coupon value Max up to Rs.100 or actual cost whichever is lower.

Return shipping method shall be cost effective and acceptable by Cyber Park (Kolkata) as per product cost. You may get help from Cyber Park (Kolkata) to choose best carrier to return the products.

Some products can’t be returned such as Power Cables, Batteries, Personal Care products, low cost accessories, Car Care products, etc.

Orders can be cancelled before shipping (upon customer request). There will be re-stocking fee for the orders over Rs.1000. Orders can’t be cancelled once shipped.

Cancellations will be considered only if the request is made within 24 hours of placing an order. However, the cancellation request will not be entertained if the orders have been communicated to the vendors/merchants and they have initiated the process of shipping them.

There is no cancellation of orders placed under the Same Day Delivery category.

No cancellations are entertained for those products that the Cyber Park (Kolkata) marketing team has obtained on special deals or offer program products discount or discount on special occasions like festivals, Pongal, Diwali, New Year, Raksha Bandhan, Independence Day, republic Day and Valentine’s Day etc. These are limited occasion offers and therefore cancellations are not possible.

Cyber Park (Kolkata) does not accept cancellation requests for preorder items. However, replacement can be made if the customer establishes that the quality of product delivered is not good.

In case customer feels that the product received is not as shown on the site or as per your expectations, you must bring it to the notice of our customer service team within 24 hours of receiving the product. The Customer Service team after looking into your complaint will take an appropriate decision.

In case of complaints regarding products that come with a warranty from manufacturers, please refer the issue to them.

When you buy our products/services, your purchase is covered by our money-back guarantee. If there is any manufacturing defect and information given within 24 hrs of product received, we will cheerfully issue a full refund after verification of the same. Please include your order number (sent to you via email after ordering) and we take customer feedback very seriously and use it to constantly improve our quality of service. Refunds are not being provided for services delivered in full such as installation service and provided knowledge base hosting service.

Refunds would be processed within 14 working days.

Manufacturer Promotional Items: Manufacturers may offer free promotional items with their products. To receive a full refund on a purchase that includes promotional items, all items must be returned. The cost of any promotional items not returned will be deducted from the refund total.

Cyber Park (Kolkata)’ Gifts: Cyber Park (Kolkata) may also offer gifts to valued customers for their continued support as well as for special giveaways. These gifts are not part of any purchase value and therefore do not have to be returned.

Additional Terms:

Title: Cyber Park (Kolkata) does not take title to returned items until the item arrives at the returns address destination. At our discretion, a refund may be issued without requiring a return. In this situation Cyber Park (Kolkata) does not take title to the refunded item.

Original Shipping Charges: Your original shipping fees are non-refundable. Your original shipping charges are paid for the services provided by and to the original carrier, and will not be refunded to if your item is returned.

Cross-Shipping: We do not cross-ship. Returns must be received, inspected and approved before we ship a replacement.

Refusing Delivery: Refused shipments are treated like regular returns and may be charged a non-refundable 15%-30% restocking fee.