



****Computer Chick Terms and Service Agreement****

This is an agreement between Computer Chick, (hereafter "CC") and the undersigned Customer, (hereafter "Client"). Before CC may accept Devices or Equipment, (hereafter collectively "Asset(s)") for service or repairs, the following agreement must be signed by Client:

1. **Statement of Ownership** – I the undersigned Client, wish to submit the Asset(s) listed on the attached Ticket Intake Form to CC for services. I hereby state that I am either the sole owner of said Asset(s), or that I have full authority to act on the owner(s) behalf regarding Asset(s), that I am at least 18 years of age and that I have the right, capacity and authorization necessary to legally bind myself to this Agreement. By signing this document, I understand that I am entering into a legally binding agreement, that I have read the Computer Chick Terms and Service Agreement in its entirety and that I agree to abide by these Terms. I agree to ask any questions I may have regarding this Agreement prior to signing.

2. Services

- 2.1. **CC Service Conditions** - Client retains CC to perform, or cause to be performed, services for Client. CC may decline to perform any services requested by the Client that are in violation of any applicable law or other obligation or that are not typically associated with the Services CC would typically offer. CC reserves the right to refuse service to anyone for any legal reason within the laws of the State of West Virginia.
- 2.2. **Diagnostic Services** - CC offers free diagnostics provided the resulting repair is done by CC. If Client chooses not to have CC perform the repair, there will \$15.95 - \$35.95 diagnostic fee depending on the complexity of the diagnostic work.
- 2.3. **Operating System Re-installation / Factory Reset** - Client understands that if CC is unable to resolve issues in any other manner, the device may need to have its Operating System re-installed and that this may cost extra unless original issue IS a request for Factory Reset. If expenses are to exceed the initial estimate by more than \$15.00, CC will notify the Client for authorization first. Factory Reset REMOVES ALL USER DATA from the Asset(s), including pictures, documents, printers, Client installed applications, etc and RESETS the device to near FACTORY SETTINGS. Furthermore, if Factory Reset must be a 'clean' Reset, applications which originally came installed on the Asset(s) may not be preserved (such as Microsoft Office). Any data that is not backed up (saved to an external device) prior to this service is permanently lost. CC may be able to preserve Client data for an additional fee upon request.
- 2.4. **Software Installation** - Client understands that CC may install additional software on Asset(s) as may be necessary to complete diagnostic services and/or as requested by Client, such as Anti-Virus, Firewall and/or Anti-Spyware, free Office software or other helpful software and/or may remove conflicting software (old Anti-Virus software, etc) when appropriate. Free Anti-Virus software installation is standard with Factory Reset services unless declined by Client. CC will never deliberately install

harmful software on any Asset(s). Removal of any software CC may install on Client's Asset(s) is always free of charge upon request (with the exception of the OS itself).

2.5. **Mobile Device Services** - Mobile devices such as mobile phones and tablets, are not truly designed to be opened and repaired internally. While CC takes every reasonable precaution to avoid any damage to internal parts, there is the risk that there will be additional repair cost due to parts that were either unavoidably damaged during the repair process, due to the design of the Asset(s), or that were unknowingly damaged prior to the repair process. Rarely, Asset(s) may be rendered completely non-functional during the repair attempt. Please secure any important data before repairs are attempted. CC encourages every Client to purchase outside insurance coverage, to include coverage of user damage for their expensive Asset(s). In the circumstance that additional repair expenses are incurred during the repair process, Client will have the option to decline further repair. While Client may still be responsible for cost of parts already used during the repair, Client will not be charged for labor in that situation and, although CC will make a reasonable attempt to return the Asset(s) to the pre-repair state, Asset(s) may be returned in a disassembled, non-functional state if this is not possible or practical. If Client decides to proceed with repairs, Client will be responsible for any additional part costs, but usually only the original labor cost will be charged. If the original reason for repair turns out to be much more extensive than originally quoted, there may be additional labor costs as well as additional costs for parts.

2.5.1. **Mobile Device Screen Replacement** - a screen replacement is USUALLY a labor-intensive, but straight-forward process. Usually, there are no further issues involved. Occasionally, particularly with badly damaged screens, additional issues are discovered during the repair process. In the situations where the 'digitizer' (glass touch screen) is a separate part from the 'lcd' (image screen), there MAY be small particles of dust or lint, fingerprints or slight distortions to the underside of the screen after repair. Of course CC makes every reasonable effort to prevent this, but it can happen and the attempt to remove a digitizer to correct minor issues, once it is glued in place, often results in destroying the digitizer. Therefore, if the issue is minor, CC will not attempt to remove the digitizer to remedy it. Another potential issue is the screen adhesive not properly bonding to the frame. If this occurs, Client may request further repair time at no additional labor charge, but sometimes the screen simply will not adhere properly. This is normally due to a pre-existing bend or warp in the frame of the Asset(s), which may not be correctable. In that situation, CC recommends putting the Asset(s) in a protective case which also serves to hold the screen in place. Note that CC *WILL* attempt to correct noticeable Asset frame damage prior to the screen replacement, but it is not guaranteed in any way and will incur an additional cost.

2.5.2. **Frame Damage** - Mobile Device Asset(s) with metal frames are commonly subject to FRAME DAMAGE. This includes frame bends or warps, bent corners, sharp metal edges and other issues. These are PRE-EXISTING issues and are never caused by the CC repair process. CC will inspect for frame damage prior to the repair, but Frame Damage MAY NOT BE APPARENT until the Asset(s) is opened for repair. Certain types

of frame damage MUST be repaired prior to Screen Replacement. In addition, sometimes frame damage will render the Asset(s) NON-FUNCTIONAL. CC will attempt to correct frame damage (for an additional fee) whenever possible, however it is sometimes beyond CC's ability to correct frame damage and CC DOES NOT offer any type of warranty for Frame Damage correction. Some issues Client may notice after a repair that are due to pre-existing Frame Damage include: Screen lifting out of the Asset frame or not fitting snugly into the frame, Digitizer 'ghosting' (reacting to touch when digitizer is not being touched), a sharp metal edge (CC may be able to correct this), other strange Asset behavior.

- 2.5.3. **iPad Mini** - iPad Minis are notoriously difficult to work on. They are extremely delicate and are not designed to be easily repaired. This may cause an increase in repair time. Although CC makes every effort to obtain high quality parts, it is not uncommon to receive a defective digitizer for an iPad Mini. For this reason, CC always recommends choosing the Lifetime Warranty Digitizer option. 'Budget' digitizers are NOT protected from manufacturer defects which may arise after repairs are completed.
- 2.5.4. **Mobile Device Non-Screen Repairs** - Many mobile device screens are very difficult to remove without damage to the screen because they are glued into place by the manufacturer. If a repair requires the device screen to be removed, there is about a 50/50 chance that the screen (either the Digitizer or the entire LCD Assembly, depending on the design of the Asset(s)) will also have to be replaced, leading to an additional part cost. Often, the screens may be costly.
- 2.5.5. **Mobile Device Battery Replacement** - Most batteries in Mobile Device Assets are easy to replace and many are 'user-serviceable' (meaning the Client can easily remove and/or replace the battery without assistance). HOWEVER, *ALL* Apple Assets (this includes Macbooks, iPhones and iPads) and some other brands of Asset have a battery which is VERY difficult and dangerous to remove, due to being tightly glued to the Asset frame. While CC is willing to do these replacements, Client understands and accepts the fact that removal of these batteries CAN result in PERMANENT DAMAGE to the Asset(s) due to the unstable nature of the battery during the removal process. Client agrees to hold CC harmless for any and all damages incurred during this repair attempt.
- 2.6. **Post Repair Testing** - CC *DOES* carefully test every Asset after it is repaired, but tests are not and cannot, practically speaking, be ALL INCLUSIVE. In other words, we might miss something. It is important that ANY ISSUES that are noticed after a repair are reported within a few days from the time the device is picked up by Client, to give us the flexibility to deal with a potentially defective part and/or to try and make things right regarding the repair. Depending on the nature of the issue, additional expenses may be incurred by Client. Of course, CC is NOT responsible for any damages caused by the Client after Asset is picked up.
- 2.7. **Unusual Circumstances** - Client understands that CC takes pride in their work and they do make EVERY reasonable effort to provide a quality outcome and experience

for every Client, but CC does run into circumstances that are beyond their control. Although an Asset may have certain functionality when CC received it, there are cases where opening an Asset or making changes can render the Asset inoperable due to the nature of the pre-existing damage and/or the design of the Asset. It is a risk involved with working on delicate Assets that often are, in general, NOT designed to be serviceable in the after-market (particularly mobile device Assets). Therefore, Client and CC agree to work together in a reasonable and respectful manner to resolve any issues which may arise, regardless of fault by either Client or CC.

3. Client Obligations

- 3.1. **Client Data** - Although it is understood that CC will take every reasonable precaution, Client agrees to assume all risk of loss of information, programs, hardware or data from any and all causes in any way related to or resulting from the repair or service of Asset(s) by CC. Client agrees to be held responsible for backing up all existing data before repair or service. CLIENT SHALL BE SOLELY RESPONSIBLE FOR ANY DATA OR INFORMATION STORED IN OR ON ANY Asset(s) AND SHALL BE SOLELY RESPONSIBLE FOR MAKING "BACK-UP" OR SECURITY COPIES OF SUCH DATA OR INFORMATION PRIOR TO REPAIR. If additional time is needed for Client to secure important data, CC is more than happy to return Asset(s) to Client, prior to repairs.
- 3.2. **Client Transparency** - Client agrees to be forthcoming with any known issues regarding Asset. Client agrees to disclose any known water damage, previous repair attempts, physical damage to Asset, electrical surge damage, possible pest infestation (such as bedbugs or roaches), failure to power on, etc. CC is NOT responsible for pre-existing damage. Undisclosed pre-existing issues may result in significant repair cost increases for Client.
- 3.3. **Payment** - Client agrees to pay any charges due upon picking up Asset(s). Client understands that charges may be higher than originally stated on a printed estimate, depending on changing cost of parts and/or additional Services requested or required to successfully complete the Repair. Paying a deposit on a Special Order Item locks in the price for that Item. Client will be notified of additional charges exceeding \$15 whenever possible and/or practical. Client may prepay at any time if they so desire. CC accepts CASH, BANK OR CREDIT CARDS FOR PAYMENT (Checks are not accepted for payment - Thank you for not asking).
- 3.4. **Abandoned Property** - Any equipment left onsite longer than 30 days from the date it is ready to be picked up will be considered abandoned and becomes the sole property of CC to dispose of as they see fit with no further notice to Client. Should CC choose to store Asset(s) beyond 30 days, storage fees may be added (typically \$10/Asset/week). No refunds will be given on any deposits paid by Client, even if equipment is disposed of. To protect your assets, please keep your receipt or a valid id to pick up the Asset.

4. Limitations, Liability, and Warranty

- 4.1. **New and Used Items** - CC offers a 30-Day Parts and Labor warranty on all New and Used items (excluding beekeeping equipment) for exchange or Store Credit only.

Extended warranties may be available for some items through the manufacturer. CC is not responsible for any manufacturer warranties.

- 4.2. **Software** - Due to nature of software, there is NO WARRANTY ON SOFTWARE and we do not accept RETURNS for any opened Software.
- 4.3. **Services** - CC has a service warranty for a period of 30-Days from pickup date of Asset(s) for Services performed. This warranty is good for SAME PROBLEM ONLY (unless authorized by CC) and entitles Client to return Asset(s) for further service, at no additional labor cost (parts may cost extra), until either problem is resolved or CC determines that CC is unable to resolve the problem, in which case Client may, at CC's discretion, receive a Store Credit from CC in an amount UP TO the amount originally paid for services. Spyware/Virus related issues are NOT COVERED by Warranty. We do not warranty water damage repairs. Repairs or technical support rendered by CC may void any original manufacturer warranties.
- 4.4. **Screen Replacements** - Laptop Screens fall under the Special Order Items warranty terms. Cell Phone Screens carry either a Lifetime Manufacturer Warranty or *NO WARRANTY* (Budget Screen Option). A 'Screen Protection Club Membership' may be purchased through CC for a fee of \$59.95 to help protect your cell phone screen and give a substantial (\$75) credit toward a future screen replacement at CC.
- 4.5. **Refurbished Electronics** - Refurbished Electronics Sales are guaranteed for 90-days, labor only.
- 4.6. **Special Order Items (Parts)** - Special order items must be paid for in advance and there are NO RETURNS allowed for Special Order Items. Special Order Items are subject to vendor/manufacturer warranty only. Delivery time for Special Order Items is not guaranteed.
- 4.7. **Beekeeping Supplies** - There is NO WARRANTY on Beekeeping Supplies. Warranties may be provided through the Manufacturer for new items. Unused beekeeping supplies may be returned, in their original condition, for exchange or Store Credit only.
- 4.8. **Warranty Conditions** - Any warranty will be voided if there are signs of neglect or physical damage such as being dropped, liquid damage, or repair performed by anyone other than CC. Repair time and Part delivery time is not guaranteed. Any Refunds given may be issued as Store Credit.

5. **LIMITATION OF LIABILITY**

CC'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, WHETHER CAUSED BY ANY ACT, OMISSION OR NEGLIGENCE OF CC OR ANY EMPLOYEE, REPRESENTATIVE, AGENT, OR CONTRACTOR OF CC, AND REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED TO AMOUNTS ACTUALLY PAID BY CLIENT FOR REPAIRS AND SERVICE HEREUNDER. In no event will CC be liable for damages arising out of its negligence, for non-performance due to causes beyond CC's reasonable control, or for special, incidental, indirect, punitive or consequential damages,

lost profits, personal injury to any individual, property damage, loss of equipment or Asset(s), loss of information or data stored in memory, cost of substitute equipment or Asset(s), or other related costs even if CC has been advised of the possibility of such damages or costs, or for any claim against Client by any third party. The foregoing limitation shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

6. **Non-Disclosure** - CC shall not be responsible for the contents and data on Asset(s) serviced by CC. Client states that any data, information or software found on Client's Asset(s) was legally obtained and does not hold CC liable for any data on Client's Asset(s) PRIOR TO OR FOLLOWING service by CC. CC understands that Client's data may be of a confidential nature and CC will make every reasonable effort not to disclose any data found on Client's Asset(s) to any unauthorized individual.

7. **Entire Agreement** - This agreement, including attachment(s) hereto, constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

This agreement may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative or officer of each party.

If any provision of this agreement is held to be illegal, invalid or unenforceable, such provision will be fully severable and this agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof: and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.

This agreement shall be governed by the laws (exclusive of rules governing conflict of laws) of the State of West Virginia. No claim or action may be brought or maintained against CC unless brought in the courts of the state of West Virginia.

8. **Termination of Agreement** - The term of this agreement will extend indefinitely, or to the legal limit for the term of a contract in West Virginia, or until modified or can celled, in writing, by both CC and the signing party or his/her legal representative.

9. **AGREEMENT TO TERMS AND SERVICE** - I, the undersigned Client, have read and understand the foregoing Statement of Ownership, Limitation of Liability and all other portions and Terms of this Computer Chick Terms and Service Agreement, and by signing, I accept and agree to them. I understand that I may receive a copy of this Agreement upon request, either digitally or printed. Frequent requests for copies of this Agreement may incur a fee to cover time and printing costs.