

Computer Chick Service Contract / Work Authorization (V.4)

Please fully read and understand the following terms before leaving your personal property with Computer Chick!

By signing this Service Agreement, or checking the Service Agreement box (online), I (the associated customer) attest that I understand and agree with the following statements:

I attest that I am of legal age to enter into a binding agreement between parties, according to the laws in the State where I currently reside.

I attest that I am either the full legal owner of any device(s)/property being surrendered to Computer Chick for services, or I have full permission from the legal owner(s) to enter into this agreement regarding the device(s)/property.

I agree to be held responsible, both personally and professionally, for the payment of any charges which may be due to Computer Chick as a result of this appointment.

1. Time and Cost: I understand that repair costs, and repair time, including time to receive parts ordered, are ESTIMATES ONLY, not "quotes" and these are subject to change depending on actual part delivery time and complexity of the repair. I understand that sales tax is not included in prices, unless specifically stated otherwise.

I understand that tickets which are not paid in full within 30-Days of closing may incur an additional fee of \$10/week (up to a maximum of \$120) which must be paid before I may pick up my device(s) from Computer Chick. I further understand that if I do not retrieve my property within 60-Days of the ticket closing, that I then relinquish full ownership of any items left in Computer Chick's possession in association with this ticket and the items may be disposed of with no further notice. Computer Chick will require that the unpaid balance be paid before any future work will be accepted, even if my property was disposed of.

2. Deposits: I understand that a minimum, non-refundable deposit is required for ALL services as follows: \$50 minimum deposit – Remote Services, Mobile Device Repairs, Special Order Parts
\$100 minimum deposit – In-Shop, On-Site. If I am unable to make my appointment, I may have my deposit credited toward a future visit.

In-Shop Services: All, or part of the deposit may be applied toward the actual cost of repairs, depending on the complexity of the repair and the diagnostic process.

Online (Remote) Services: The minimum deposit covers up to 30-minutes of support time. Customer will be billed \$15 for each additional 15-minutes of service. Full payment for balance of remote services will be billed to the authorized credit card on file at the completion of the remote appointment. A valid credit card is required for all remote services.

Special Order Parts: We generally require at least enough to cover the cost of the part we are ordering. This deposit is only refundable under the following conditions: The part is not actually needed for the repair, Computer Chick cannot find a source to order the part or Computer Chick chooses not to proceed with the repair. If the part has already been ordered, the customer will be responsible for any return shipping and/or restocking fees and the customer may not receive the remaining refund until Computer Chick has been credited by the distributor for the part return

3. Payment: We accept CASH (preferred), all major credit cards, PayPal, and corporate checks by pre-approval only. Credit and Debit Cards accepted in person will incur a 3.75% additional

processing fee. Declined checks will incur an additional \$35 fee which will be added to the balance due. If Computer Chick is unable to contact me to make alternate payment arrangements within 30-Days, the invoice may be handed over to Computer Chick's collections department at which time additional collection and/or legal fees will apply.

- 4. Data:** Although most services will not affect data stored on devices, I understand that Computer Chick is not responsible for Data Loss on any device I have surrendered for services. If Data Backup/Recovery is requested prior to services rendered, Computer Chick will make every reasonable effort to preserve the data stored on the device(s), but in certain situations it is not possible to preserve data. I understand that Computer Chick highly recommends any important data be saved to an external device prior to services.
- 5. Privacy and Unlawful Materials:** Computer Chick can and will contact the authorities in cases where child pornography, abuse or illegal activity is detected on any device it services, or in the case of notification of stolen goods. Otherwise, Computer Chick agrees to protect any customer data as confidential to the best of their ability.
- 6. Ownership of IP:** I understand that any Intellectual Property (ie: creative content such as original art/graphic/logo work, website creation, original documents created by Computer Chick, or other original works created by Computer Chick) remains the sole property of Computer Chick until full payment for the contract is received. *This only applies if we create content for you, such as custom graphics or a website.*
- 7. Modifications:** I understand that Computer Chick may affix a label to any hardware surrendered for services to aid in proper identification of such hardware. I understand that Computer Chick may install certain applications on my electronic device(s) to aid in repair services. Such installations will be recorded in my work history and will NOT cause any harm to my device(s).
- 8. Affiliation:** COMPUTER CHICK IS NOT AFFILIATED WITH APPLE, INC OR ANY OTHER HARDWARE MANUFACTURER AND I UNDERSTAND THAT BY ALLOWING COMPUTER CHICK TO OPEN MY DEVICE THAT IT MAY VOID ANY WARRANTIES OR EXTENDED SERVICE PROGRAMS PROVIDED BY APPLE, INC OR ANY OTHER THIRD-PARTY INSURANCES.
- 9. Contract Termination:** I understand that once repairs have begun, I will be responsible for the full payment of all services already completed. I understand that collecting my hardware before repairs are fully completed may result in a device that is not in operational condition and which may be in a fully, or partially disassembled state.
- 10. Limitation of Liability:** I understand that the repair of electronic devices is often a complex, delicate procedure and, although every reasonable precaution will be taken by Computer Chick to protect my device, except where prohibited by law, Computer Chick will not be liable for any incidental or consequential loss or damage arising from the device or repair service(s), whether direct, indirect or special regardless of the legal theory asserted.
- 11. Arbitration.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of West Virginia, or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the field of computer repair services and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.