

# Terms & Conditions

*The following are terms of a legal agreement between you and CompuTask. By accessing, browsing and/or using anything on this site, the server it's hosted on or the services of CompuTask, 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. If you do not agree with these terms, don't use this site.*

## **1. Authorisation**

The client authorises CompuTask to conduct an evaluation of the machine sent to determine the nature of the damage and provide an estimate of repair cost and timing. The evaluation is free and no work beyond this evaluation will be charged without explicit client approval.

The client authorises CompuTask, its employees, and agents, to receive and transport this media/equipment/data to, from and between their facilities.

## **2. Legal Rights**

The client is the legal owner or authorised representative of the legal owner of the property and all data and components contained therein sent to CompuTask.

Any property left with CompuTask unclaimed for 90 days, will be disposed. At which time, CompuTask shall have no liability to the client or any third party.

## **3. Limited Liability**

CompuTask 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 CompuTask 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 or support even if CompuTask has been advised of the possibility of damages or loss to persons or property. CompuTask liability of any kind with respect to the services and support, including any negligence on its part, shall be limited to the contract price for the services.

CompuTask shall not be held liable for any delay in performing or failure to perform CompuTask's obligations to the extent that such delay or failure was due to a failure by the Client to perform its obligations under this Agreement or if delay results from a failure by the Client to comply with reasonable requests by CompuTask for instructions information or action required by it to perform its obligations within a reasonable time limit.

The client and CompuTask agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at CompuTask option, additional attempts by CompuTask to recover satisfactory data or refund of the amount paid by the client.

The client is aware of the inherent risks of injury and property damage involved in laptop/desktop repair and support, 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 CompuTask, and assumes any and all known risks of injury and property damage that may result.

## **4. Confidentiality**

CompuTask 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 CompuTask subject to confidentiality agreements or as required by law.

## **5. Payment**

Payment is due in full upon completion of successful repair, prior to release of the repaired machine (whether shipped, or picked up), unless by special previous arrangement.

The client is financially responsible for all shipping costs, custom duties and taxes to and from CompuTask.

We accept PayPal, VISA, MasterCard, American Express, Discover, Bank Transfers, cheque and cash payments

#### **6. Warranty**

30 days warranty on laptops/desktops/peripherals that CompuTask has repaired hardware issues on.

7 days warranty on computer software repairs covering the re-occurrence of that exact issue.

CompuTask makes no warranty on data, express or implied, and CompuTask disclaims any data warranty of any kind.

#### **7. 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 American Arbitration Association/UK business rules. 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 CompuTask laboratory performing the services is located and the laws of the State/County in which such laboratory is located shall apply.