

# **TERMS AND CONDITIONS** (revised 9/27/2019)

The Computer Shop offers computer repair, sale, and upgrade services “as is”. We believe business should be conducted honestly, fairly and be subject to reasonableness. We strive to provide the highest quality of service and support. We cannot guarantee specific results for our services.

## **1) BILLING TERMS**

- a) Computer service(s) and computer repair(s) are billed based on the type of service(s) needed. Charges will be calculated based on the type of service(s) performed. We will provide you with a verbal estimate of cost for the work that you request us to do. Estimates are guaranteed to 15% accuracy. In the case that we foresee a deviation on cost of job completion beyond the above stated allowable amount, we will make every effort to contact you and inform you of the situation and receive authorization to continue or stop at the estimate limit. In the case we cannot reach you, we will continue to work until the estimate limit is reached. Once reached, we will halt work until contact is established.

## **2) PAYMENT TERMS**

- a) Full payment is due upon completion of servicing, upgrading, repair, sales, etc. Failure to pay may result in the debt being turned over to a collections agency and reporting to the credit bureau. You will be responsible for all costs incurred by us, collection agencies, or courts incurred by litigation for failure to pay.

## **3) RETURN POLICY**

- a) Items sold at retail price are backed by a thirty (30) day money back guarantee, subject to terms and conditions list in the LIMITED SALES & SERVICES WARRANTY section. All items eligible for return or replacement must be returned in the same condition as the day it was purchased. All items returned will be subject to a 15% restock fee. Damaged items or items missing original packaging or contents will be refused. Consumable items including software, paper, ink, and media are exchange only if defective.

## **4) ABANDONMENT**

- a) Any equipment left, for more than forty-five (45) days, is considered abandoned and will become property of The Computer Shop. A storage fee of \$10/week will be charged beginning on day 46 and will be totaled and billed on the date the customer returns to retrieve their equipment.

## **5) LIABILITY**

- a) We provide our services in an effort to fix, upgrade, or otherwise repair the computer systems for which you request such services. We will not intentionally harm your system. It is our goal to fix your computer, not damage it more. In the case of accidental damage or data to your system, further damage or data loss caused by already existing problems in your system such as viruses, misconfigured software, or hardware problems/failures, you agree to hold us, The Computer

Shop, and any persons associated with or involved in the work being done for you harmless from damages resulting from such problems.

6) **REPAIR TIME**

- a) We require a minimum of two (2) business days for us to perform our **FREE** diagnosis. This time line is subject to change depending on existing work load or complexity of diagnosis needed.

7) **PRIVACY**

- a) We collect and store personal information that you give us when you shop at our store, register on our website, complete an application, place an order, enroll in a promotional or rewards program, call us, or send us a letter or e-mail. This information may include your name, mailing address, e-mail address, telephone number, fax number, credit card number and expiration date, and other optional demographic information.
- b) It is important that our databases are accurate and current. To review and make any appropriate changes or deletions to information about you, please contact us accordingly.
- c) We maintain reasonable physical, technical, and procedural measures to limit access to personal information. Our web site is a "Secure Site". If you believe that someone has improperly used personally identifiable information about you or has made purchases that you did not authorize, please contact us immediately.
- d) The Computer Shop (HVNY) may change its privacy policy or practices from time to time.

8) **LIMITED SALES & SERVICE WARRANTY**

- a) A FOURTEEN (14) day limited warranty is applied to hardware that is purchased by The Computer Shop (HVNY), in order to perform a repair for a customer.
- b) A THIRTY (30) day limited warranty is applied to non-repair related hardware purchases from The Computer Shop (HVNY) by any customer.
- c) This warranty does not protect a purchased sale or service against:
  - i) Existence of damage to the frame of device
  - ii) Subsequent mishandling or misuse that causes the frame to bend, twist, or crack.
  - iii) Water or any other liquid damage
  - iv) Subsequent accidental or purposeful drops
  - v) Tampering with any internal or external hardware
  - vi) Damage resulting from attempted customer repairs
  - vii) Software issues unrelated to the repair
  - viii) Jailbroken devices
  - ix) New damages unrelated to the original repair
  - x) Any loss of data occurring as a result of the repair
  - xi) Virus, malware, etc. infection or reinfection
  - xii) Damage caused by electric shortage or power surge related incidents or natural disasters

xiii) Existence of known manufacturing and/or performance issues related to the device separate from the repair.

xiv) NON-Working, damaged or severed home button/Bio-Metric scanner

xv) Under certain conditions, internal damage may make a repair impossible. The Computer Shop (HVNY) or a repair specialist will be able to explain in further detail upon diagnosing your specific device. If in doubt, we recommend that you do not attempt to repair on your own, as any damage may affect the repair-ability of your device.

xvi) Our warranty also does not cover the outcome of a repair if certain pre-repair conditions exist.

d) All warranty coverages and allowances are void if ANY hardware or software modifications, of any kind, are made to the equipment after the date of sale or service.

e) Remediation of any failed hardware purchased by a customer, related to a repair or non-repair, is addressed at The Computer Shop (HVNY)'s discretion after equipment inspection.

#### 9) **MODIFICATIONS & CHANGES**

a) The Computer Shop (HVNY) reserves the right to modify, change, add or remove any or all parts of this document. A revision date will be appended to the top of this document.