

## Click-it Solutions General Repair Terms and Conditions

*From here forth in this document: “Click-it”, “Click-it Solutions”, “Us”, “We”, “Seller” and “Our business” refer to and describe Click-it Solutions as registered with the State of Connecticut. “You”, “The Customer”, or “Company” refers to the person or business agreeing to these terms and conditions.*

- I. The customer agrees to the release of their device to Click-it Solutions when hiring Click-it or approve of repairs.
  - A. Click-it Solutions requires a \$25 diagnostic fee before the start of any diagnosis or repair.
    1. If the customer chooses to have Click-it conduct repairs following the diagnosis, the \$25 diagnostic fee will be refunded at the time of payment or applied the invoice.
    2. If If the device is not repairable, if cost of repair exceeds cost of a replacement or customer decides against repairs for any reason the customer will required to pay the \$25 diagnostic fee.
  - B. Click-it Solutions requires customer to supply any and all accessories, software, and devices necessary for repair.
    1. This includes, but is not limited to, power cables, audio cables, video cables, software, and software licenses.
      - a) Click-it Solutions is not responsible for any devices, media, and accessories left in, on, or with device that Click-it is not informed about or is in no way directly related to the repair of the device.
        - (1) This includes but is not limited to: CDs, DVDs, cables, controllers, network adapters, hard disk, etc.
- II. Click-it Solutions is not responsible for any cosmetic issues the device has, that were not caused by Click-it Solutions or an employee of Click-it Solutions.
  - A. This includes but is not limited to: scratches, dents, broken lights, etc.
  - B. Cosmetic issues will only be repaired by Click-it employees if repairs have been approved and paid for by the customer.

- III. Click-it Solutions is not responsible for or required to re-install any additional software on a device after an operating system reinstall.
  - A. Click-it Solutions will only re-install an operating system or of software with a customer supplied or paid for product key or login.
- IV. Click-it Solutions will notify customer of all issues related to device.
  - A. Customer must approve of all repairs and part purchases before they are started by Click-it Solutions.
  - B. Click-it Solutions is only responsible for the repairs and part purchases approved by customer.
- V. All charges for any repairs and/or modifications made to the device must be paid in full prior to the device's return to the customer.
  - A. The cost of parts and labor required for the repair of the device are included in the total price of repair.
- VI. The customer must disclose any usernames, passwords, or information required to access and repair device to Click-it Solutions. This information is used only to repair the device, and is disposed of upon completion of job.
  - A. If usernames, passwords and any other information cannot be supplied, alternative credentials are required. This may constitute a change or removal of the device's password.
- VII. Click-it Solutions is responsible for failure of hardware only if failure is due to the negligence or improper workmanship of Click-it or an employee thereof, or if covered under our warranty, detailed below in Article VII.
  - A. Click-it Solutions is not responsible for part failures from accidental damage, natural damage, power surge damage, and/or electrical damage.
  - B. Labor warranty conditions: all warranty periods begin on the day of billing or notification of completion.
    - 1. PS3 "yellow light of death fix" and malware removal are subject to a 15-day warranty.
    - 2. New custom built computers are subject to a 90-day labor warranty.

3. New stock, branded, or resold computers or systems are subject to a 60-day labor warranty.
  4. All other repairs, installations, and other Click-it services are subject to a 60-day warranty.
- C. Parts warranty conditions: all warranty periods begin on date of sale or notification of completion of service; whichever comes first or applies to service provided.
1. There is a 90-day warranty on the labor and parts for Apple Products such as, but not limited to: iPhone and iPad screen, Macbook keyboards, and Macbook screen.
    - a) Apple parts such as, but not limited to: hard disk drives, external devices, and batteries are not covered under the 90-day warranty. These parts are covered by our generic warranty as described in Article VII, Section C, Part 3.
  2. Click-it Solutions warranties internal core computer components for 30-days after date of sale or notification of completion of service; whichever comes first or applies to service provided.
    - a) This includes, but is not limited to: video cards, memory, fans, hard drives, internal CD/DVD drives, motherboards, processors, etc.
    - b) In the event a part stops working after the 30-day period, the user must pay for the replacement part or replace the part through the manufacturer.
  3. Click-it Solutions warranties additional parts and products for 30-days after date of sale or notification of completion of service; whichever comes first or applies to service provided.
    - a) This includes, but is not limited to: PCI cards, mice, keyboards, external CD/DVD drives, flash drives, external hard drives, etc.

- b) In the event a part stops working after the 30-day period, the user must pay for the replacement part or replace the part through the manufacturer.
- 4. Click-it Solutions provides a limited warranty and return policy on any refurbished equipment sold.
  - a) Click-it Solutions provides a 15 calendar day return policy on refurbished products if product is being returned for cash. If a return is being made, a request and notice must be given to Click-it Solutions within 15 calendar days after customer is invoiced or part is installed, whichever is earlier.
  - b) Click-it Solutions provides a 30 calendar day limited warranty on replacements. If there are any major defects in refurbished hardware or software sold by Click-it Solutions, Click-it Solutions will replace or repair the hardware or software as deemed necessary.
- 5. If the repair or service is still within the 60-day labor warranty period, but beyond the 30-day part warranty period, Click-it Solutions will replace the part free of labor charges if the part is paid for by the customer or manufacturer.
- 6. The customer may purchase his or her own parts. The customer is liable for all of these parts except for when the parts are within the possession of Click-it Solutions or its employees during the service period. Click-it Solutions provides no warranty or service with part failures supplied by the customer.
- D. If the service falls into the defined warranty period above and the customer is unsatisfied with the work, or the repairs did not fix the problem, the customer may report the problem to Click-it Solutions. Click-it Solutions will repair the issue at

no further cost, or refund the price of repair if not able to repair. The customer is responsible for the cost of further parts required to repair device.

1. The Customer must report any issue with a repair within the warranty period described in Article VII, Section B or it will not be repaired free of charge.

E. Limited warranty coverage only covers defects and issues that have been proven to not be caused by the customer. The following causes will not be covered by any warranty:

1. Any software issues that occur due to improper use.
2. Any software issues that occur due to malware, bugs, and any other software alterations not made or caused by Click-it Solutions.
3. Any hardware issues that occur from improper use.
4. Any hardware issues that occur do to power surges, humidity, natural disaster, or any environment caused outside of Click-it Solutions' control.
5. Any hardware issues that occur due to drops, bangs, scrapes, and any other improper handling.
6. Click-it Solutions has the right to inspect equipment to make sure the defect or issue was not caused by the customer or anything outside a system defect or flaw.

VIII. By releasing, repairing or otherwise agreeing to work on the device, the customer agrees to the full terms of payment as described separately in Click-it Solutions' Payment Terms and Conditions.

A. In the event the customer fails to comply with payment terms and/or fails to pay, Click-it Solutions:

1. will return the customer's hard disk drive and/or data to them for the privacy of the customer.

2. reserves the right to distribute, sell, or use the device or any of its parts except the private data of the customer to recover the cost of the balance owed and associated costs pertaining to recouping failure to pay.

IX. Additional Terms

- A. Waiver – The failure by either party to insist upon strict performance of any provision of this Agreement shall in no way constitute a waiver of rights under this Agreement, at law or in equity.
- B. Warranty – Except as set forth in this Agreement, Click-it Solutions expressly disclaims any warranty, express or implied, including, but not limited to, any implied warranty of merchantability and fitness for a particular purpose.
- C. Severability – It is the intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified, deleted or interpreted in such a manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement as modified and enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.
- D. Governing Law - Any and all actions or proceedings arising out of, or relating to this Agreement will be governed by, and interpreted in accordance with, the law of the State of Connecticut and will be subject to the exclusive jurisdiction of the courts located in the State of Connecticut.

## **Loss of Data Risk**

- The customer is responsible for all data on the computer.
  - Data will not be transferred, backed-up, or stored without the prior consent of the customer.
  - Click-it Solutions shall maintain the privacy of all data; however, any data of an illegal nature discovered shall be reported immediately to the appropriate authorities.
  - Click-it Solutions is not responsible for backing up your data unless such service is requested. Data backup services are available upon request.
  - Click-it Solutions is not accountable for any loss of data.