

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY.

These terms govern the provision of any computer support services ("Services") provided by Maine Geeks

Maine Geeks provides you with access to and use of the Services subject to your compliance with the Terms. Maine Geeks reserves the right to refuse to provide the Services to anyone at any time without notice for any reason. You represent and warrant to us that you are at least 18 years old; you have the right, capacity and authorization necessary to legally bind yourself to the Terms.

**Authorization to Access your Computer**

You acknowledge that by your use of the Services you are authorizing Maine Geeks to access and control your computer for the purposes of computer diagnosis, service and repair.

In connection with delivering the services Maine Geeks may download and use software, gather system data, take control of your computer and access or modify your computer settings. By accepting these terms, you hereby grant Maine Geeks the right to connect to your computer, download, install and use software on your computer to gather system data, repair your computer, take control of your computer and change the settings on your computer while performing the services.

**Quotes**

Any verbal quote given by Maine Geeks is given as a guide based on limited information provided by a customer. A verbal quote is intended to give the customer an estimate on the price and not an assurance that the product or service will be sold at that price.

Any written quote will be provided by Maine Geeks at that price. All written quotes are valid for only 7 days. Once work commences, after a technician has evaluated the system, should it appear that the cost to repair is more than quoted, no work will commence without explicit client approval.

**Legal Rights**

The client is the legal owner or authorized representative of the legal owner of the property and all data and components contained therein sent to Maine Geeks. You must be the owner, or have the permission of the owner, for us to work on your equipment. We will only take instructions for work from the designated owner.

If equipment is left with Maine Geeks and is not collected within fourteen (14) days after we notify you that the requested service is complete, we will treat your equipment as abandoned and becomes the sole property of Maine Geeks. You agree to hold Maine Geeks harmless for any damage or claim for the abandoned property, which we may discard at our sole discretion. Any and all charges are still your responsibility.

**Software Installation**

Maine Geeks may need to download and or run software on your personal computer to help diagnose and resolve your personal technology problem. Maine Geeks may need to reinstall software that was included as part of your computer's original configuration.

You agree that we may download and utilize Software from third party web sites or CDs and accept any applicable license agreements on your behalf. You acknowledge and agree that we may download and install trial versions of Software that will expire and cease to function after a certain period of time (usually thirty days) unless you purchase a license to continue using such Software.

**Backup Services & Potential Data Loss**

While Maine Geeks will make all reasonable efforts to safeguard the contents (data) stored on your computer, you understand and agree that prior to contacting or allowing Maine Geeks to perform diagnostic, repair, or other services on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives if you so desire. You acknowledge and agree that Maine Geeks and/or its third-party service provider shall not be responsible under any circumstances for any loss, alteration, or corruption of any software, data or files

If you do not have a backup of your software and data, we can provide you with our data backup service at an additional cost. However, we cannot guarantee the integrity of the data when backing up.

**Confidentiality**

Maine Geeks 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 Maine Geeks subject to confidentiality agreements or as required by law.

**Upgrades**

Maine Geeks can supply manufacturer specific upgrades or spare parts on request. Please note however that we cannot guarantee compatibility with your current system or configuration. Maine Geeks will offer suggestions and advice on upgrades but is not liable for any compatibility issues.

**Payment Terms**

All work must be paid in full upon completion of service. If an amount remains delinquent 14 days after its issue date, an additional 5% penalty will be added for each week of delinquency or the maximum permitted by law. In case collection proves necessary, the client agrees to pay all fees incurred by that process.

**Limited Liability**

Maine Geeks 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 Maine Geeks be liable for any damage to the laptop/desktop/equipment, loss of data, loss of revenue or profits, or any special, incidental, contingent, or consequential damages, however caused, before, during or after service even if Maine Geeks has been advised of the possibility of damages or loss to persons or property. Maine Geeks liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services.

The client and Maine Geeks agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Maine Geeks's option, additional attempts by Maine Geeks to recover satisfactory data or refund of the amount paid by the client. The parties acknowledge that the price of Maine Geeks services would be much greater if Maine Geeks undertook more extensive liability.

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

**LEGAL AGREEMENT: (Customer agrees to the following)**

***Dear Valued Customer,***

Our technicians fix iPhones/computers every day and as such, we are very aware of the realities of iPhone/ computer repair. Maine Geeks fixes iPhones/computers for both business users and home users and this short document is made to inform you, as a Home User, of the realities of iPhone/computer repair so that our technicians can provide you with the best possible service. Please read these few pages carefully and don't hesitate to ask your technician if you are unsure about anything.

**Home User**

A Home User is a person who uses their iPhone/ computer at home for personal use. This means that you do not have any work or business related files on your iPhone/ computer. *If you do have one or two work or business related files on your iPhone/ computer, we may still be happy to fix it for you, but you acknowledge that we do not take any responsibility for any consequential loss which may arise out of damage or destruction of those files which may occur, despite our best efforts.*

**Computers / iPhones**

Computers / iPhones are complicated machines and as with anything complicated, things can always go wrong. No matter how much care our technicians take when they are fixing your iPhone/ computer, there is always a chance that something unexpected can happen resulting in the loss of information (data) or damage to hardware. This is especially true if your iPhone/ computer is in a precarious state to begin with. All iPhones/ computers are subject to an \$89.99 diagnostic fee, this fee will be waived if a repair is completed.

As such our technicians follow a routine to ensure as far as possible that:

- a) You do not lose any valuable data and,
- b) You are aware of the choices available to you if there is a chance you will lose the data contained on your iPhone/ computer.

**Essentially, there are two types of problems with iPhones/ computers:**

1. Those that originate as a result of faulty *hardware*; and
2. Those that originate as a result of a *software* problem.

**Hardware:**

Problems originating from faults within the physical structure of a iPhone/ computer are usually more serious than those created by software errors. If something has gone wrong with your iPhone/ computer's hardware, then the defective part will most likely need to be replaced. If the defective part (such as a hard drive, CD or Floppy Disk) contains data, then there is a high probability that this data has been lost and cannot be recovered. In certain cases, where it may be possible to resurrect your data, and you would like us to try and save it, we may need to take your iPhone/ computer back to our base in order to try and retrieve it. Please remember that because hardware faults (especially hard drive faults) are potentially the most dangerous to your data, our technicians make no guarantee that they will be able to recover your lost data.

**LEGAL AGREEMENT: (Customer agrees to the following)**

**Software**

If your problem has arisen as a result of software errors, our technicians always recommend that you perform a backup of all your important data before any fix is attempted. As with hardware, in some cases it is possible that data has been corrupted to the extent that it has been lost. Software errors are usually only a concern for our technicians if important system data such as files that the operating system uses in order to operate has been affected. To use the analogy of a boat, if the hull is seriously damaged then it may need to be rebuilt, or if there is only a small leak then it can be repaired. Some cases require a fresh start (an event called a "format") in order for us to leave you with a stable and working iPhone/ computer.

If a format is required, then our technicians will need you to supply them with the installation disks for your operating system (Microsoft Windows XP, Windows Vista etc.) along with its product key. In addition, if there is any other software or devices that you would like our technicians to install in the event of a format, then you will need to provide us with the appropriate installation and product registration keys. **Maine Geeks can only use original purchased software and / or registration keys.**

**Phone Hardware**

Opening of cell phones is an inherently dangerous task especially for phones with physical damage the simple act of opening the device can in some cases cause the device to cease functioning entirely, or for functionality that was previously working to become non-functional. You assume all responsibility for these risks. If any functionality is lost we will advise you on any additional cost to recover the lost functionality before the repair will be completed. Here at Maine Geeks we use non OEM parts; we cannot guarantee that your original phone's parts will be compatible. In order to provide you with a fully functioning phone we may need to replace those parts. This will result in a \$29 addition to the total cost of your repair.

**Declaration**

- a) I understand the information provided above and I am aware of the potential loss of data or damage to hardware or software that may occur as a result of my iPhone /computer being repaired.
- b) I acknowledge and agree that Maine Geeks rely on information I have provided them in repairing my iPhone/ computer. I acknowledge that Maine Geeks will accept no liability for any loss or damage to my iPhone / computer (including hardware or software) which arises out of incorrect or incomplete information provided by me.

I acknowledge and agree that Maine Geeks will perform the iPhone / computer repair services with due care and skill, but further acknowledge that the liability of Maine Geeks for any loss or damage to my device (including hardware and software), however caused, is limited to supplying the service again.

NAME:	SIGNATURE:	DATE:
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