

Work Authorization/Terms and Conditions for AE Tech Services

WORK AUTHORIZATION AND WAIVER OF LIABILITY

Please Read the Information Below Completely before signing the customer form. Every customer must have a signed form on file, before any work can be started. Any reference to “client” is referring to the signee of this work authorization.

The client grants permission to **AE TECH SERVICES, LLC (AETS)** to perform any action deemed necessary in an attempt to repair this device. If the client interrupts the normal work flow, requests a particular time to pick up the machine, pressures **AETS** to complete the project quicker without paying for an expedite, and/or requests to pick up a device before work is able to be completed, the client will be charged 2 hours shop labor (1 hour for inconveniencing the receptionist and 1 hour for inconveniencing the tech) in addition to any applicable charges. Furthermore, the client releases **AETS** from any liability for any data loss which may occur, or component failures occurring during attempted repair, testing, or at any other time. **AETS** is not responsible for loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after computer service. The client acknowledges that this device may have further damage to components that could not reasonably be assessed before the technician begins work (ie, brittle or broken cables, failing hard drive, etc.). The client also release **AETS** from liability associated with any hardware, diskettes, or other media sent in connection with this waiver.

ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF ANY AETS ACTION (OR INACTION) ARE HEREBY EXPRESSLY WAIVED.

Estimated Completion Time: **AETS** has a typical completion time of 24-48 hours for your repair/service. **AETS** will call you to come in to pick up your equipment after completion. Unforeseen circumstances may have an impact on our ability to complete the repair(s) as provided in the estimate. It is impossible to commit to a projected timeline for the completion of a project. Things that can affect completion time include, but are not limited to, incorrect/insufficient information given at time of check-in, pre-existing condition of the machine and/or a network, missing power/charge cord, if a machine must be cleaned prior to work, if additional parts are required, purchased part arrives defective, shipping delays, etc. The client understands that if parts must be ordered, the device was dropped and/or liquid damage occurred prior to the client bringing device to **AETS**, service does not follow our typical completion time.

Furthermore, the client agrees that **AETS** will be held free and harmless for devices picked up before completion of service.

Payment: The client understands that payment is due in full at the time of pickup, unless specified in writing on the work order, and that charges are binding if service is successful. The client also understands that deposits for parts are due in full before ordering. If the client is unsatisfied with any of the repairs or service, he/she must notify the technician before the end of the 60 day guarantee. **The client acknowledges that there is a \$30.00 fee for any returned checks.** If **AETS** is asked to perform repair work on-site, there will be an on-site charge for that work. The on-site trip fee may be waived if the device(s) being picked up result in the charge of a Malware Removal or Nuclear Option. The client understands that **AETS** has a lien on the device until the computer work is paid for in full.

Refunds: Refunds are distributed at the discretion of **AETS**. Several factors can impede our ability to request the distributor to authorize the return of part(s). It is **AETS's** that the client must bring in their device for repair within 2 weeks of part arrival. We cannot guarantee that a defective part can be exchanged with the distributor after this time and the customer shall be responsible for paying for the replacement of part. If we are replacing a part on a device with possible shock or liquid damage, the part being ordered is non-refundable as the device may cause a short to the part during repair. During the course of the repair the client no longer wishes to move forward with the repair process we may attempt to process a return, if such a return is accepted by the distributor the client understands that the shipping costs cannot be refunded and in most cases a restocking fee can be applied. We do not offer refunds should it be discovered that a previously owned device has an activation lock, unknown firmware password, unknown BIOS password, or any other type of security measure that was placed by a previous owner. If it is discovered that a device was stolen **AETS** will report the theft to proper authorities.

On-site Appointments: The client understands that the time allotted for the appointment is determined by details given at the time of scheduling. If incorrect/insufficient information is given it could lengthen the appointment and cause other client's appointments to be delayed or canceled. If the technician arrives on site and it becomes apparent that the details of the project were not properly communicated **AETS** will reschedule the appointment for the soonest available date/time and you will still be charged the minimum (trip fee plus 1 hour labor) fee. If the technician arrives on site and there were additional tasks for the tech that were not discussed we will either perform the additional work if time permits or we will schedule a follow-up appointment to come back and complete those tasks.

Remote Support Sessions: The client understands that ***on average*** service can take anywhere between 30 minutes to 5 hours and in some cases placing a pre-authorization hold on the card may be deemed necessary in order to initiate the session. It is imperative for the client to have access to the computer as well as being reachable by phone throughout the entirety of the remote support session. IF YOU ARE

UNAVAILABLE WHEN THE TECHNICIAN CALLS WE WILL STOP THE SESSION AND WE WILL NOT PROCESS A REFUND. There are multiple reasons why we may need direct contact with you, so please, have your phone handy.

Loaner Computers:

In Store Loaner Computers: The client acknowledges that they are responsible for maintaining their personal information, such as signing out of accounts and clearing browser history. Illegal activity is not permitted and will be reported to the proper authorities. The client also acknowledges that the staff may answer questions but that this help does not extend to what may constitute a one-on-one training session. Sessions may be scheduled in advance for the regular rate but any unscheduled training will be billed at double time as an expedited service. Guest email accounts can be viewed by anyone using the workstation and are not intended for long term use.

Laptop Computers: These are available to clients whose computer's value is greater than or equal to the value of the loaner being issued and are only available on a first come first serve basis. The client acknowledges that they are responsible for maintaining their personal information, such as signing out of accounts and clearing browser history. Illegal activity is not permitted and will be reported to the proper authorities. The client acknowledges and understands their responsibility to return the laptop in the condition it was received. Furthermore, the client will incur any charges deemed necessary for repair, which can include but is not limited to: lost/damaged charger cord, damaged parts (except for cases in which the part was deemed replaceable due to normal wear and tear), the removal of malware, and/or if necessary the of reloading the operating system.

Hardware Replacement: Repair replacement parts may be new, used, and/or refurbished. The client understands that the estimated shipping date is subject to change based on: time of day that deposit was taken (please exclude the day deposit was given in your estimated shipping time, deposits given on the weekend/holidays may not be processed until the following business day); inclement weather such as snow storms may delay the shipment of your hardware. In addition, the client understands that in some instances of hardware repair/replacement additional parts may need to be purchased in order to successfully repair the device (ie., cables, housings, connectors, screws, etc.). Any old parts/hardware will be accepted as donations to the In House Recycling Program at the time of pick up.

Custom PC Builds: The client understands that **AETS** will keep warranty information on file and will process any returns that need to be made. As this is a custom job, **AETS** will work with the client closely choosing the appropriate parts for the build based on the budget and the consultation. Although **AETS** advises what items will be purchased, the client has the final say on what items will be ordered. Because of this, **AETS** will not accept returns on custom builds and **all sales are final**.

Impact of Upgrades: Please be advised that it is the client's responsibility to understand the impact of upgrades to the operating system, applications and utility software. Such upgrades can lead to incompatibilities and the possible loss of data. Computer hardware and software work together and incompatibility may not become apparent until a later date. The client will be advised of any compatibility issues before performing such upgrades.

Liability: Any time a device is accessed, there is risk of damage including, but not limited to, permanent loss of data or programs, and total loss of function of the computer. This risk is increased when the device has been infected with viruses, worms, or other malicious software. **AETS's** liability for damage to your device is limited only to any damage which is determined to be caused by **AETS** negligent acts or negligent omissions. This *does not* include instances where **AETS** advises the purchase of a part or parts for the success of a repair and the client chooses not to follow our assessment. Choosing not to follow our recommendations will result in the termination of the 60 day guarantee (Examples: 1. Malware removal was performed on the device and the client disables the antivirus and/or spyware programs installed on the device. 2. For screen repairs **AETS** may advise the purchase of a new frame depending on the damage done to it during screen breakage. If the client chooses not to purchase this part in addition to the screen **AETS** cannot guarantee the integrity of the repair). Our liability for repairs is limited to the total price of the parts ordered and not the service fee of \$24.99 plus tax (with the exception of extenuating circumstances). Be aware that certain repairs, including but not limited to virus and spyware removal, may damage software and/or data installed on the device. This is to be expected and may require the re-installation of the operating system, programs, and/or data at an additional cost. Please note that **AETS** is not responsible for any unreported damage found once we begin service (by the client, or as the result of another technician that previously worked on the device).

Loss of Data: Data is the most important part of a device because it is often irreplaceable. Due to the process of repair, data may get damaged or at worst, deleted. **AETS** is not responsible for the loss of any data which may occur while performing work. **The client is responsible for backing up all pertinent data prior to servicing.** The client may request that **AETS** back up data at the time of service, however, this is not a guarantee that data is safe. There are various mitigating factors that can contribute to file corruption and not all instances of file corruption can be caught by the client prior to bringing in a device for repair.

Data Recovery: If data recovery service is requested, the client understands that, even if the data is successfully recovered, there is a possibility that individual files and directories may still be inaccessible due to wear and tear of damaged, malfunctioning, and/or old media.

Privacy: Our Technicians will not browse through hard drives looking at the client's data; however, they may inadvertently see data during the course of their work. Please remove any personal or private files that the client does not want others to see.

Ownership: The client must own or be an authorized agent thereof the device that you bring in for repair(s). **AETS** will return the computer only to its owner or authorized agent when the repair(s) are complete. If it has not been properly disclosed to **AETS** that we are performing a third party repair we will stop all work and contact the individual who checked in the machine. 2 hours of shop labor will be added to the invoice for the inconvenience of dealing with this unnecessary situation (1 hour for the technician's time, 1 hour for the receptionists' time). We may choose to continue working if we are put in contact with the original owner or we may decline to do further work, this decision will be made at the discretion of management. The client must own and demonstrate ownership of any software that is to be installed or re-installed on the device by **AETS** by bringing in the original Software CDs and the appropriate keys and/or serial numbers. **AETS** is not responsible if the client does not have original software CD/DVD ROMs, and the client will be charged if software licenses are necessary.

Right to Refuse: In its sole discretion, **AETS** reserves the right to refuse work that it believes is beyond the scope of its ability or for other good cause.

Abandonment: If the client does not pay for or pick up equipment within sixty (60) days after we notify you that the requested service is complete, **AETS** will send a certified letter to the client's last known address as a last attempt notifying that we will treat your equipment as abandoned and your equipment will be absorbed into our In-House Recycling Program. The client will have 20 days from the post mark date to retrieve any equipment. *It is your responsibility to contact **AETS** to make arrangements if you cannot pick up your equipment within the 60 day timeline.* The client agrees to hold **AETS** harmless for any damage or claim for the abandoned property. Any and all charges are still the client's responsibility. If arrangements have been made to extend our hold period and communication ceases (i.e. not returning calls, we're unable to leave voicemail, the client "ignores" our phone calls, etc.) your device will be eligible for selling and/or recycling in order to recoup the labor costs. We will call weekly for collection attempts if the device has not been picked up by the arranged date. For each collection attempt we will add 1 hour shop labor (\$33.33 + tax) until the device is picked up or we are told to recycle the machine.

Guarantee/Warranty: **AETS** offers a 60 day guarantee on all services performed by our technicians. This does not include any hardware ordered. Different distributors offer varying warranties and/or guarantees for their hardware. **AETS** keeps all information in a personal and secure customer file and will help process any hardware exchanges that need to be made.

By leaving any machines/devices/equipment with **AETS** or allowing a tech to render services remotely or on site the client accepts our terms and conditions and agrees to the conditions set forth above and below:

I certify that I am the owner of the device and/or the authorized agent for the owner as described in this document. In the event that I am found not to be the

true owner and/or authorized agent of this device, I assume all liability for any claim made as the result of the technical support rendered by AETS on this computer system, including those claims which assert negligence on the part of AETS.

I understand that AETS is not an authorized service dealer, and that technical support rendered by AETS may void manufacturer warranties for this computer system. AETS does not assume any liability or warranty in the event that the manufacturer warranties are voided. Further, I agree to release, indemnify, and hold harmless AETS from liability for any claims or damages of any kind or description that may arise from any computer work performed on my computer.

I expressly waive all claims against AETS or any damages to this device or data that are incidental to the technical support rendered by AETS.

I fully understand that I, the owner of this device, have backed up all information in which I want to preserve. I also understand that AETS is not responsible for any lost data, and waive any legal action against this company. I understand that the data on this device is not the responsibility of AETS, and may be lost during the repair process without my prior knowledge.

I understand that AETS is not responsible for items not claimed within 60 calendar days of the third notification attempt. I also understand that AETS will place a mechanics lien to cover any cost incurred to AETS after said period of time.

I understand that as a result of submitting my personal computer for repair that it could be subject to loss, theft, damage, or data loss.