

---

Legal Agreement - Customer agrees to the following terms

---

**PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY.**

These terms govern the provision of any computer support services ("Services") provided by The IT Way. The IT Way provides you with access to and use of the Services subject to your compliance with the Terms. The IT Way 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 The IT Way to access and control your computer for the purposes of computer diagnosis, service and repair. In connection with delivering the services The IT Way 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 The IT Way 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 The IT Way 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 The IT Way 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 The IT Way.

**Upgrades**

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

**Confidentiality** The IT Way 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 The IT Way subject to confidentiality agreements or as required by law.

**Backup Services & Potential Data Loss**

While The IT Way will make all reasonable efforts to safeguard the contents (data) stored on your computer, you understand and agree that prior to contacting or allowing The IT Way 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 The IT Way 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.

**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. In case collection proves necessary, the client agrees to pay all fees incurred by that process.

**Limited Liability**

The IT Way 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 The IT Way 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 The IT Way has been advised of the possibility of damages or loss to persons or property. The IT Way 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 The IT Way agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at The IT Way option, additional attempts by The IT Way to recover satisfactory data or refund of the amount paid by the client. The parties acknowledge that the price of The IT Way services would be much greater if The IT Way 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 The IT Way, and assumes any and all known risks of injury and property damage that may result.

**Abandoned Computers**

Any computers that are abandoned for over 60 days without prior arrangements will be disposed of at our discretion, we will attempt contact twice. It is the customer's responsibility to verify that we have the correct contact information on file which also appears on page one of this document.

**Warranty**

The IT Way guarantees all parts and labour for 90 days. The only exceptions are virus removals and BGA reflows which come with no guarantee.

---

Signature:

Date:

---