

Repair Conditions

By placing an order, you:

Authorise and consent to MacAttack IT to perform the Repair Services on your device(s);

Acknowledge that whilst MacAttack IT technicians are trained repair specialists, MacAttack IT is not an authorised service provider for any manufacturer of any brand of device and has no affiliation with any device manufacturer.

Agree to release, indemnify, and hold MacAttack IT and its technicians from liability for any claims or damages of any kind or description that may arise from any repair work performed on your device(s), unless it is caused by MacAttack IT negligence.

Agree that any data or information that you may have stored on your device(s) shall remain your sole responsibility and MacAttack IT accepts no liability for loss, deletion, amendment to or corruption of such data howsoever caused and MacAttack IT therefore highly recommends that you back up your device(s) prior to allowing MacAttack IT to work on your device(s).

Agree that you are responsible for removing any storage device and/or memory cards and/or attached peripherals on your device(s) and MacAttack IT shall not, in any event, be liable for any data loss, corruption, deletion, or alteration, and hardware or software failure.

Acknowledge that any Repair Services rendered by MacAttack IT may void manufacturer warranties for your device(s), and that MacAttack IT does not assume any liability or warranty if the manufacturer warranties are voided. If you do not wish to void your warranty, you should not place an order with MacAttack IT and take your device(s) to the relevant manufacturer.

Agree that it is your responsibility to inform MacAttack IT accurately with regard to the model description and condition of your device(s), as well as whether any modifications or repairs have previously been attempted or completed on your device(s). MacAttack IT will perform a check-in diagnosis of your device(s) to evaluate its/their condition. If the device(s) are in noticeably different condition than previously described, you agree that additional charges may apply, which MacAttack IT will advise you of before proceeding.

Any and all warranty returns must be notified within the warranty period and the item must be sent back to MacAttack IT within 10 days of said notification. The item must be returned in the exact condition in which it was received.

Where any part of the Repair Services include liquid damage repairs, it is agreed that whilst MacAttack IT will use reasonable endeavours to repair your device(s) there is no guarantee of success, and accordingly, MacAttack IT shall have no liability for failing to repair any liquid damaged device.

Information on Service. During the service ordering process, you must provide a

description of the issue that is affecting your product so that MacAttack IT understands and may replicate the issue

Data

MacAttack IT understands that your data may be valuable to you. Data loss during service is always a possibility, and in some cases, data may be unrecoverable, erased, or reformatted during service.

For this reason, it is your sole responsibility to back up all existing data, software, and/or programs from your device(s), and to decide whether to erase any such data from your device(s), prior to receiving service.

MacAttack IT is not responsible for loss, recovery, or compromise of data, software or programs, or loss of use of your device(s) or other equipment arising out of the services provided by MacAttack IT. You represent that your device(s) does not contain any illegal files or data.

You acknowledge that your device may be sent out by common carrier to be serviced by an external service provider. For this reason, it's recommended that you back up your device and wipe it, prior to submission for service.

As part of service, MacAttack IT may install system software updates that will prevent your MacAttack IT device(s) from reverting to an earlier version of the system software. Third party applications installed on your device(s) may not be compatible or work with your MacAttack IT device(s) as a result of the system software update.

If your device(s) is capable of storing software programs, data or other information ("Data"), MacAttack IT may attempt to transfer said Data to a replacement device. During service, it is possible that Data may be lost. In such an event, MacAttack IT will not be responsible for any loss of Data.

As part of any Data transfer service, whether or not MacAttack IT is able to successfully transfer Data from the original device to the replacement device, MacAttack IT will delete any Data on the original device. You should maintain a separate backup copy of the contents of the device's Data, remove all personal information that you want to protect and disable all security passwords.

During service, it is possible that the Data will be lost, replaced or reformatted. In such an event MacAttack IT and its agents are not responsible for any loss of software programs, Data or other information contained on the device.

Data transfer service will involve the transfer of Data directly from the original device to the replacement device or to a compatible external data storage device you provide. MacAttack IT will not transfer the Data to any MacAttack IT owned or 3rd party owned data storage system or device and will not store a copy of the Data as part of any Data transfer service.

Payment Terms

MacAttack IT endeavours to offer you competitive prices on current MacAttack IT

products and services. Your total order price will include the price of the product or service on the day of order processing. MacAttack IT reserves the right to change prices for products or services displayed at any time and particularly to correct pricing errors that appear.

The price quoted to you for the Repair Services in respect of each device is an indicative non-binding quote issued by MacAttack IT based upon information provided by you in relation to each relevant device, including, for example, the fault on the relevant device(s). Accordingly, any such indicative price quotes are subject to detailed verification of each device.

MacAttack IT will check your device(s). If there is any change to the indicative price quoted to you for any applicable device (for example, because the information you have provided to MacAttack IT about the defect/fault in your device(s) is incorrect; and/or if MacAttack IT identifies additional defects with your device(s); and/or if you have booked a particular repair (for example, the device(s) won't charge up but MacAttack IT discovers that the actual repair required is a different repair (for example a new screen); and/or MacAttack IT made a mistake in its pricing), MacAttack IT will notify you to establish whether or not you wish to proceed at the increased cost. Any such increased charge shall only be payable if you agree to such additional price. If you do not agree to the additional price, MacAttack IT shall not perform the Repair Services and shall have no liability to you whatsoever other than to refund any sum previously paid by you to MacAttack IT relating to the Repair Services (less the postage costs of returning the device(s) to you)

The price of the product (which includes VAT and/or IPT) will be the price indicated on the invoice/estimate pages when you placed your order. We take all reasonable care to ensure that the price of the product/service advised to you is correct. However MacAttack IT is not responsible for typographical errors. MacAttack IT reserves the right to cancel any order you have placed if there was a typographical error concerning the pricing or availability of any item you ordered when you placed the order. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

Force Majeure, Events Outside Our Control. Other important terms This Agreement governs service transactions accepted by MacAttack IT. No other oral or written terms or conditions apply. MacAttack IT does not authorise any variance or modification of this Agreement. MacAttack IT is not responsible for any failures or delays in performing service or delivering your product or a replacement product that are due to events outside MacAttack IT reasonable control. No MacAttack IT employee or agent has the authority to vary any of the terms and conditions governing any transaction. If any of the aforementioned terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such term shall be limited or eliminated to the minimum extent

necessary and replaced with a valid provision that best embodies the intent of the term, so that the terms shall remain in full force and effect. MacAttack IT will not be liable or responsible for any failure to perform or delay in performance of, any of MacAttack IT obligations under these Terms that is caused by an Event Outside Our Control. If an Event Outside Our Control takes place that affects the performance of MacAttack IT obligations under these Terms: MacAttack IT will contact you as soon as reasonably possible to notify you; & MacAttack IT obligations under these Terms will be suspended and the time for performance of MacAttack IT obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects MacAttack IT performance of Repair Services to you, MacAttack IT will restart the Repair Services as soon as reasonably possible after the Event Outside Our Control is over.

Other important terms

Any devices that are not collected from us after 2 months (60 days) will be classified as Abandoned. In the event that your equipment is abandoned, MacAttack IT may dispose of your equipment in accordance with applicable provisions of law, and, specifically, may sell your product at a private or public sale to pay for any outstanding service performed or sent for recycling. MacAttack IT reserves its statutory and any other lawful liens for unpaid charges. Product/Service Changes. MacAttack IT may make changes to any products or services offered online, or to the applicable prices for any such products or services, at any time, without notice. The information provided online with respect to products and services may be out of date, and MacAttack IT makes no commitment to update the information provided online with respect to such products and services. 10.3. End Users Only. MacAttack IT services, sells and ships products to end-user customers only. You may not purchase for resale. MacAttack IT reserves the right to refuse or cancel your order if MacAttack IT suspects you are purchasing for resale.

Data Protection

You agree and understand that it is necessary for MacAttack IT to collect, process and use your data in order to process sales, perform service and confirm compliance with applicable laws. MacAttack IT will maintain and use your personal data in order to allow you to exercise your rights arising from the service of your MacAttack IT product and for quality and service-related purposes. MacAttack IT will not use your information for direct marketing purposes without obtaining your consent. If you wish to have access to the information that MacAttack IT holds concerning you or if you want to make changes, you can contact us on the details below.

You agree and understand that it is necessary for MacAttack IT to collect, process and use your personal information in order to perform service under these T&Cs. MacAttack IT will protect your information in accordance with our Privacy Policy.

AMacAttack IT may use the personal information you provide to MacAttack IT to:

1. Provide the Repair Services;
2. Process your payment where you are required to pay MacAttack IT
3. Inform you about similar products or services that MacAttack IT provides, but you may stop receiving these at any time by contacting MacAttack IT.
4. MacAttack IT will only use your personal information in accordance with our Privacy Policy.

Please note:

All equipment, parts, data and/or media remain the property of MacAttack IT until the invoice is settled in full. Such equipment, parts, data and/or media may be removed by MacAttack IT or an agent of the company if the invoice has yet to be settled in adequate time. If equipment is not paid for and collected within 60 days from the point of repair completion we reserve the right to recycle or resell to cover any outstanding payment owed.