

Terms and Conditions

Last updated: March 29, 2017

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://www.cwcomputerservices.com> website or <https://www.onlinepcrepair.net> (the "Service") operated by CW Computer Services LLC ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

Authorization and Consent

The Client authorizes CW Computer Services or its employees, contractors, and agents to conduct an evaluation of the Client's media and other hardware to determine the nature of the damage and provide an estimate of repair or recovery costs and time required for service. The initial evaluation or diagnosis is NOT free. A free quote is provided to the client by email or by phone for all repairs or recovery projects and is only provided to give the client an idea of the price range and time the project will take. No work beyond the evaluation/diagnosis will be performed or charged without the Client's approval and consent. The Client authorizes CW Computer Services, its employees, contractors, and agents, to receive and transport this media/equipment/data to, from and between CW Computer Services facilities. The Client also authorizes CW Computer Services to take all reasonable effort and measures necessary to determine repair and/or recoverability and to recover data from this media and or equipment. The Client hereby represents, warrants, and affirms that he, she, or it is the owner or the authorized representative of the owner of the property and all the information and data stored on the property. Client further agrees to defend, at its expense, indemnify, and hold CW Computer Services harmless against any third-party claims of ownership to the media and or equipment provided by Client.

A.) Terms & Conditions Specifically for Data Recovery Services:

Regarding the recovery of data from Customer's damaged hard drive(s)/device(s):

A. Customer authorizes CW Computer Services to perform all necessary work on Customer's hard drive(s)/device(s).

B. Customer agrees that CW Computer Services is not responsible for any damage resulting from servicing Customer's hard drive(s)/device(s).

C. Customer agrees that CW Computer Services may need to open Customer's hard drive(s)/device(s) for diagnosis or repair and that Customer's warranty may be voided.

D. Customer agrees that if CW Computer Services recovers 59.9% or more of Customer's data from a hard drive/device, Customer will pay previously agreed upon rate for the recovered data from each hard drive together with all state and local taxes.

E. Customer agrees that if CW Computer Services recovers 0% of Customer's data from a hard drive/device, Customer owes nothing (excluding diagnosis/evaluation costs and return shipping costs, if applicable).

F. Customer agrees that if Company recovers Customer's data, Company will retain a backup of the data for no more than 14 days after the recovery is finished.

Once CW Computer Services has completed its initial diagnosis/evaluation and identified the scope of work necessary to complete the data recovery services; CW Computer Services will contact Client for consent to proceed. CW Computer Services will provide Client with a list of recoverable files ("Recovery list") and an estimate for completion of the Services. Upon approval of the Recovery list, Client shall complete a Credit Card Authorization Form Authorizing CW Computer Services to complete the Services and charge Client's credit card for the Services.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

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You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) about any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

Payment

Payment is due in full upon completion of successful repair/recovery, prior to release of data or equipment, whether shipped, picked up or downloaded. Company checks and bank transfers will be accepted however CW Computer Services will not release the recovered data or repaired equipment until funds have cleared from Client's checking account.

You will be charged a quoted Data Recovery Fee or Equipment Charge Fee and you agree to be responsible for all media and all risk of loss during shipping. You agree to pay all charges

quoted, plus applicable fees, as well as taxes and similar charges when required. No services will be performed and no charges incurred unless you consent by agreeing to this Service Agreement. In the event, you decide not to have your media or equipment returned, or you fail to provide payment for return shipping, the media/data/equipment will be destroyed or sold 90 days after any evaluations, repairs or recovery attempts have been completed.

A. Payment Method – For amounts greater than \$2,500 a company or personal check, cashier's check or bank wire will be required. Credit cards will not be accepted for payment on amounts over \$2,500.

B. Deposits – On most jobs a \$140 authorization is required before scheduling a job. However, jobs which are estimated to last more than 3 days or cost more than \$140.00 dollars require a deposit equal to the amount of the entire job. Deposits are refundable minus diagnosis, actual work performed and/or mileage charges, if applicable.

C. Payment Due – Full payment is due upon completion. By giving us your credit card which we store securely in with our gateway provider (Authorize.net) you authorize us to collect any charges from your debit/credit card upon completion of the project. If we do not have a card on file your payment must be made within ten (10) business days of receiving notification of final payment request unless prior arrangements are made in advance.

D. No Refunds – CW Computer Services will not issue refunds for any payments made by you for data recovery services or repair services performed based on your approval.

Delivery and Shipping

All diagnostic reports are provided to the Client via telephone or electronic mail, unless otherwise agreed by a representative of CW Computer Services in writing. All media and hardware returned to Client as part of CW Computer Services return service is shipped via CW Computer Services TECH, UPS, USPS, or FedEx. CW Computer Services will provide Client with the shipping information including tracking number. CW Computer Services holds no responsibility or liability for any media or hardware lost or damaged after shipment by CW Computer Services. The Client understands that CW Computer Services does not offer any guarantees or warranties of any kind and that the extent of any CW Computer Services liability to the Client is strictly limited to the fees paid to CW Computer Services for its data recovery or equipment repair services. If Client wishes to purchase shipping insurance, the Client must inform CW Computer Services prior to shipment by CW Computer Services and authorize CW Computer Services to charge for the resulting expenses.

Miscellaneous Provisions

Due to the nature of computer repair and data recovery, CW Computer Services technicians may be required to carry out physical work on the media. The Client understands that the media/data/equipment made available to CW Computer Services is already damaged, that data recovery efforts may result in further damage. The Client also understands that media and/or equipment warranties may become void and that CW Computer Services is not responsible for

this or any other type of damage. Equipment not picked up within 7 days of completion will be either sold or placed into e-recycling.

Client is aware that on occasion, CW Computer Services may be required to use additional media to continue with the diagnostic phase and/or carry out its recovery efforts. Examples of this include, but are not limited to, spare parts for disk drives and specific adaptors or connectors. CW Computer Services reserves the right to charge the Client for such additional media, at an agreed cost. On rare occasions, CW Computer Services may require the Client to cover some of the cost in attempting the recovery. This only applies when the recovery is complex or when severe damage has occurred. However, these are always provided as part of a no obligation, fixed price quotation, but are not offered as part of CW Computer Services “no recovery, no fee” service. CW Computer Services agrees that any payment for a recovery will only be processed in the event that data is successfully recovered from the Client’s media. The Client understands that due to the complex nature of data recovery, it is not always possible to recover all the information from the Client’s media. CW Computer Services makes no provision for the completeness, relevance or importance of the data recovered for the Client unless otherwise agreed in writing by CW Computer Services and the Client.

Client warrants to CW Computer Services that the Services requested pursuant to this Agreement are not related to or in connecting with forensic data recovery for the collection, preservation, analysis, and presentation of computer-related evidence nor for any pending litigation matters including but not limited to criminal cases, civil litigation, and human resource and employment proceedings. Client shall immediately notify CW Computer Services if the media or hardware provided to CW Computer Services for data recovery is the subject of any pending litigation or forensic investigation.

Client warrants to CW Computer Services that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to CWCS; and Client will defend, at its expense, indemnify, and hold CW Computer Services harmless against any damages or expenses that may occur (including attorneys’ fees), and pay any cost, damages, or attorneys’ fees awarded against CW Computer Services resulting from Client’s breach of this Agreement. This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof. Only writing signed by all Parties herein may amend this Agreement. The construction, interpretation and enforcement of this Agreement shall be governed by the substantive contract law of the Commonwealth of California without regard to its conflict of law provisions. Should any part, term, or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall no way be invalidated, impaired, or affected thereby.

Acceptance of Terms/Invoice

By signing and dating any email communication or Mail in Form, Client agrees to all the terms and conditions set forth above by CW Computer Services.

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or CW Computer Services LLC cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting CW Computer Services LLC customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide CW Computer Services LLC with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize CW Computer Services LLC to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, CW Computer Services LLC will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

CW Computer Services LLC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

CW Computer Services LLC will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Certain refund requests for subscriptions may be considered by CW Computer Services LLC on a case-by-case basis and granted in sole discretion of CW Computer Services LLC.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current always. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.



CW Computer Services

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to DMCA@cwcomputerservice.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at support@cwcomputerservice.com

Links to Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by CW Computer Services LLC.

CW Computer Services LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that CW Computer Services LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or about use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Indemnification

You agree to defend, indemnify and hold harmless CW Computer Services LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and

access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

Limitation of Liability

CW Computer Services shall not be liable because of this Agreement or the performance of Services therein or any other data recovery services, or evaluation of the possibility of providing data recovery services, for any claims regarding the physical functioning of equipment or media or the condition or existence of data on storage media supplied before, during or after services. The Client understands and accepts that data recovery cannot be guaranteed and is not promised or guaranteed by CW Computer Services. In no event, will CW Computer Services or any contractor, employee, or agent of CW Computer Services be liable for any loss of data or loss of revenue or profit or any special incidental, or consequential damages, however caused, in connection with this Agreement or any Services provided by CW Computer Services or its agents, contractors, or employees; even if CW Computer Services has been advised of the possibility of damage or loss to persons or property.

CW Computer Services liability shall be limited to the contract price for the services. Client and CW Computer Services agree that the sole and exclusive remedy for CW Computer Services inability to recover the data outlined in the recovery list shall be, at CW Computer Services option, either (a) additional attempts by CW Computer Services to recover the data; or (b) a refund of any amount paid by the Client. Client acknowledges the inherent risks of injury and property damage involved in data recovery, including without limitation, risks due to destruction or damage to the media or data and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of CW Computer Services, and assumes all known risks of injury and property damage that may result. In no event, will CW Computer Services be liable for loss of data on Client's media or hardware.

Disclaimer

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Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a purpose, non-infringement or course of performance.

CW Computer Services LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us.

EW Computer Services

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