

# Terms & Conditions

In this document:

- NorthGates means NorthGates Systems of Whitehorse, Yukon Canada
- You, your, customer, user, I and owner means the person making the request

## General

### Who Can Request Services

- You must be 18 years or older
- You must be the owner of the computer the service is requested for and the owner of the credit card used for the service payment

### Estimated Completion Time

NorthGates may provide an estimated completion time for your software issue(s), computer repair/install. Unforeseen circumstances may have an impact on our ability to complete the repair(s) as provided in the estimate.

### Impact of Upgrades

Please be advised that it is your responsibility to understand the impact of upgrades or repair 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. You are responsible for contacting the manufacturer of your software regarding compatibility issues before you request any upgrades.

### Operating System Re-Install

If the Operating System has to be replaced or re-installed NorthGates is only responsible for the following items:

- Install OS and all applicable updates
- Install Internet Connection and setup e-mail
- Install Printer

You acknowledge that you are required to provide recovery/operating system CDs (including applicable license key).

Any and all software beyond the Operating System is the responsibility of the user; this includes, but is not limited to, such software as MS Office, Quicken, QuickBooks or Tax Cut.

### Hardware Replacement

Any old parts/hardware will be returned to you. We may offer the option to recycle your old equipment for you for a nominal fee to cover disposal costs.

### Liability

The NorthGates' liability for damage to your computer is limited only to any damage which is determined to be caused by the technician's negligent acts or negligent omissions. Our liability for repairs is limited to the total price of the repairs. Be aware that certain repairs, including but not limited to virus and spyware removal, may damage software and/or data installed on your computer. This is to be expected and may require the re-installation of your operating system, programs, and data.

### Loss of Data

Data is the most important part of a computer system because it is often irreplaceable. Due to the process of repair, data may get damaged or at worst, deleted. NorthGates is not responsible for the loss of any data which may occur while performing work on your computer. You are responsible for backing up your own data. We may try to back up your data in some cases; however, we cannot guarantee any backup.

## Ownership

You must own the computer you request us to service. You must own and have in your possession any software (including license key) that is to be installed or re-installed on your computer. You agree that NorthGates cannot be made liable for installing/re-installing the software.

## Right to Refuse

In its sole discretion, NorthGates reserves the right to refuse work that it believes is beyond the scope of its ability to perform, has a considerable backlog of open requests or, for any other reason.

## Terms Due Upon Completion

Customer acknowledges that software issues and/or repairs have been performed in a satisfactory manner. In the event of non-payment, customer agrees to pay all costs of collection including a reasonable amount of attorney's fees. Interest at the rate of 3% each month will be added to all delinquent balances.

## Service Warranty

NorthGates warrants its workmanship for a period of 30 days from the service date. This includes issues with the original configured installation set up by the technician. NorthGates is not responsible for issues due to settings changes, new software upgrades, ISP connection issues, viruses or spyware issues or misuse.

## **In-Shop Services**

### Recovery CDs

You acknowledge that you are required to provide recovery/operating system CDs and passwords for all repairs.

### Erasing of Files and Data

Customer:

- Authorizes NorthGates to format/recover customer's hard drive and permanently erase files and data if required in the course of the service
- Understands that formatting/recovering a computer hard drive will permanently erase all files and data
- Accepts sole responsibility for backing up files and data
- Acknowledges that NorthGates bears no responsibility for loss of files or data, loss of use, disruption of business activities or other consequential damages

### Abandonment

If equipment is left at or with NorthGates technicians and not claimed or unable to be delivered within ninety (90) days after we notify you that the requested service is complete, we will treat your equipment as abandoned. You agree to hold NorthGates harmless for any damage or claim for the abandoned property. Any and all charges are still your responsibility.

## **OnSite Support**

### Customer Responsibilities

An adult (18 years or older) must be present during the entire installation or repair process. If the technician arrives at the scheduled time and no adult is present, or if the adult leaves prior to the service being completed, the technician will depart and you will be subject to the stated service charges. You must be available to type in all passwords for security purposes. NorthGates accepts no responsibility for data loss, loss of use, disruption of business activities, or other consequential damages. You are aware and agree that formatting/recovering hard drive will permanently erase all files and data.

### Prior to Installation or Repair

You are solely responsible for proper backup of data and files. Please backup all vital data files prior to service being performed. Any hardware devices, components, peripherals, software or cabling needed for the installation must be purchased and supplied by you. If network connectivity is desired for multiple devices, you must supply router, hub, modem

or switch with adequate number of ports to support the required number of devices. ISP/Internet or home network connection must be activated and working properly prior to any related installation.

All equipment being installed must be located in the general area where the installation is taking place.

The technician must be given immediate access to the equipment so the service can begin as scheduled.

You must provide adequate environment (power, space, etc.) for the scheduled service.

You are responsible for providing power cords and surge protectors.

You must have available all legally licensed software and media that may be required.

## Remote Support

### Nature of Service

Due to the nature of this service, it may be impossible to successfully complete the process within the allotted time frame.

If the interruption cannot be resolved immediately, you agree to terminate the service as-is and be charged for the time up to the interruption. In such a case, you must create a new Remote Support Request and include the as-is request number to proceed.

### Virus and Spyware Removal

Usually the entire process of disinfecting the computer can be achieved remotely. Under some circumstances the infection may terminate the Internet connection and require a manual restart on your part and possibly having to re-establish the remote support session yourself. In rare cases the TCP/IP stack must be reinstalled which usually requires a technician to be physically present.

You agree that in such circumstances you will attempt to re-establish the remote support connection in a timely manner or;

- if you are in Whitehorse, Yukon or immediate area, we can continue the service onsite or at-shop, or, the next bullet below will apply
- if you are outside the area above, you agree to terminate the service as-is (see above 'Nature of Service'), and, you are responsible to contact a qualified technician near your location, at your expense, to resolve the connection issue. Once you have re-established the Internet connection you can create a new Remote Support Request including the previous request number to re-assess the service

### Terms of Service Payment

Yukon, Canada residents are charged after the service is rendered.

For all other regions, a one (1) hour is charged and must be paid before the service can start. We will reimburse any unused minutes on a new invoice. We reserve the right to stop the service once the hour is spent and to resume the service only when a new invoice of one hour or more is paid.

Only online payments are accepted for this service and invoices are delivered to the email address you provided on the new Support Request.

All payments are processed by a reputable 3rd party payment provider - we do not see or ask for your credit card information. The credit card provider offers a resolution service should you legally dispute the charge.