

Technology Equipment Repair Terms and Conditions

1. Service Overview:

1.1 Cyber Solutions, LLC provides technology equipment repair services to customers seeking assistance with hardware and software-related issues.

1.2 All services are performed by qualified technicians with expertise in computer repair.

2. Service Agreement:

2.1 By availing Cyber Solutions, LLC technology equipment repair services, the Customer agrees to abide by the terms and conditions outlined herein.

2.2 Cyber Solutions, LLC reserves the right to refuse service to anyone for any reason.

3. Service Charges:

3.1 Service charges are based on the nature of the repair required and will be communicated to the Customer before any work begins.

3.2 Additional charges may apply for the replacement of hardware or software components.

3.3 All charges are exclusive of applicable taxes.

4. Payment Terms:

4.1 Payment is due upon completion of the service.

4.2 Cyber Solutions, LLC accepts cash, checks, credit/debit cards, PayPal, and other forms of electronic payment. Cyber Solutions, LLC offers a 3% discount for ACH, Cash or Check payments, the discount is forfeited if the customer pays by credit card, debit card, Paypal, or any other form of payment other than ACH, Cash or Check. All quotes include the cash discount.

4.3 Any outstanding balance that remains unpaid for thirty (30) days from the invoice date shall accrue interest at a rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law.

4.4 If the Customer fails to pay any past due balances, Cyber Solutions, LLC reserves the right to, among other things, engage an attorney or a collections agency to collect the delinquent balances. The Customer agrees to pay all fees and costs incurred by Cyber Solutions, LLC in connection with the collection of such delinquent balances, including without limitation, any and all administrative labor that Cyber Solutions, LLC incurs in conjunction with collection attempts,

court costs, attorneys' and/or collections agencies' fees plus interest in an amount equal to the lesser of 1.5% per month or the maximum rate permitted by law.

5. Quotes:

5.1 Quotes provided are based on the initial assessment and may be subject to change if additional issues are identified during the repair process. Initial technology assessments are free of charge, and quotes will be given for costs to repair equipment. Cyber Solutions, LLC also offers IT managed services and the costs of repairs may be included, based upon the level of managed services obtained by the customer.

5.2 Cyber Solutions, LLC will seek the Customer's approval before proceeding with any additional repairs exceeding the initial estimate.

6. Data Protection:

6.1 The Customer is responsible for backing up and archiving their data before submitting their technology for repair, except if the Customer has technology managed services with Cyber Solutions, LLC that include backup and/or archiving services, in which case Cyber Solutions, LLC will be responsible for technology backup and/or archiving.

6.2 Cyber Solutions, LLC is not liable for any data loss during the repair process, with the exclusion of managed service customers. If the Customer is a managed service customer, Cyber Solution's liability for data loss is limited to the terms of the technology managed service Service Level Agreement (SLA).

6.3 The Customer understands that a backup of a device's storage medium can be full, incremental, differential, rolling, or a synthetic backup of which the backup system takes snapshots. This snapshot is a point in time (recovery point), and records the changes on an entire operating system, if fast enough, data may not contain all that was add, moved, or changed. Only data that exists at each of the points at the time backup snapshot is taken can the data be recorded and if necessary restored, and data that is changed between snapshots, which can be multiple times will not exist.

6.4 The Customer understands that archiving is a transactional method of recording data changing, as each and every thing that happens to the monitored information is recorded. This can also be referred to as version of data, such as creating a document and then saving the changes will result in recording two version of the file, one the old version, and one the current (new) live version. In addition, to this information meta data is recording showing dates and times of the modification, and by who modified each version as an example. Archiving is not a backup, since it has no mass recovery methods or knowledge of the underlying operating system or program, as it only knows about the data that it needs to monitor and the changes of it.

7. Limited Warranty:

7.1 Cyber Solutions, LLC provides a limited warranty on the services performed for a period of thirty (30) days from the date of completion of repairs. This warranty covers workmanship on completed repairs, and is limited to the issue Cyber Solutions, LLC repaired.

7.2 This warranty covers the specific repair conducted and does not extend to unrelated issues.

7.3 New equipment purchased from Cyber Solutions, LLC is warrantied for a year from the purchase date, and includes workmanship on that equipment.

8. Customer Responsibilities:

8.1 The Customer must provide accurate information regarding the technology's issues and disclose any pre-existing conditions.

8.2 The Customer is responsible for the security of their credentials and must grant access to the computer for diagnostics and repair.

8.3 Cyber Solutions, LLC recommends the Customer change any shared credentials after completion of technology repairs for proper security posture.

9. Licensing

9.1 The Customer agrees to provide Cyber Solutions, LLC with the necessary software licensing for any software required for the proper functioning of the equipment or services provided by Cyber Solutions, LLC. The Customer provided software must also be under active post sales support from the software maker.

9.2 The Customer shall ensure that all software licenses provided to Cyber Solutions, LLC are genuine, legally obtained, and valid for use.

9.3 Cyber Solutions, LLC expressly prohibits the installation or use of any pirated or unauthorized software.

9.4 The Customer shall provide satisfactory proof of ownership for all software licenses submitted to Cyber Solutions, LLC, upon request.

9.5 Proof of ownership may include, but is not limited to, original purchase receipts, license certificates, or other documentation establishing the legal acquisition of the software license.

9.6 In the event of equipment upgrades or changes that render the current software licensing unsupported, the Customer agrees to promptly procure and provide updated licenses that are compatible with the upgraded equipment.

9.7 The software licenses provided by the Customer must be compatible with the operating system of the computers on which they are installed.

9.8 The Customer acknowledges and agrees to ensure that the software licenses comply with the specifications and requirements of the operating systems used by Cyber Solutions, LLC.



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9.9 To facilitate the installation and management of software licenses, the Customer shall provide the necessary credentials and access rights to the licensing software upon request by Cyber Solutions, LLC.

10. Liability:

10.1 Cyber Solutions, LLC is not liable for any consequential, incidental, or indirect damages arising from the use of our services.

10.2 Cyber Solutions, LLC's liability is limited to the cost of the service provided.

10.3 Customer agrees to indemnify Cyber Solutions, LLC against any other liability related to the services provided to the customer by Cyber Solutions, LLC.

11. Termination of Service:

11.1 Cyber Solutions, LLC reserves the right to terminate service if a customer fails to comply with these terms and conditions.

11.2 In the event Cyber Solutions, LLC terminates service due to the Customer failing to comply with these terms and conditions, the Customer is responsible for full quoted price of services.

12. Modification of Terms:

12.1 Cyber Solutions, LLC reserves the right to modify these terms and conditions at any time. The Customer will be notified of any changes.

13. Non-Payment and Equipment Release:

13.1 In the event that payment is not made in accordance with the terms outlined in Section 4, Cyber Solutions, LLC retains the right to withhold the release of the repaired equipment.

13.2 Cyber Solutions, LLC reserves the right to place a lien on the Customer's equipment for unpaid services, and the Customer agrees that Cyber Solutions, LLC may, at its discretion, sell the equipment to recover outstanding charges.

13.3 Cyber Solutions, LLC will make reasonable efforts to notify the Customer of any outstanding payment before taking action to withhold equipment.

13.4 The Customer acknowledges and agrees that Cyber Solutions, LLC shall not be liable for any damages or losses resulting from the withholding of equipment due to non-payment.

13.5 By availing Cyber Solutions, LLC technology repair services, the Customer acknowledges the non-payment terms outlined in this section and agrees to release the equipment only upon complete payment of outstanding charges.

14. Abandoned Equipment:



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14.1 If the Customer fails to collect the repaired equipment within thirty (30) days after being notified of its completion, Cyber Solutions, LLC reserves the right to deem the equipment as abandoned.

14.2 In the event of abandonment, Cyber Solutions, LLC may take possession of the equipment and may, at its discretion, sell or dispose of it to recover any outstanding charges or storage fees.

14.3 Cyber Solutions, LLC will make reasonable efforts to notify the Customer regarding the pending abandonment of equipment before taking any action.

14.4 The Customer understands and agrees that any proceeds from the sale of abandoned equipment may be applied towards settling outstanding charges, and any surplus will not be returned to the Customer.

14.5 Abandonment does not absolve the Customer of their financial obligations, and Cyber Solutions, LLC may pursue legal remedies to recover any remaining unpaid charges.

14.6 By availing Cyber Solutions, LLC's technology repair services, the Customer acknowledges and agrees to the terms outlined in this section regarding abandoned equipment and understands the potential consequences of failure to collect the equipment within the specified timeframe.

15. Governing Law:

15.1 These terms and conditions shall be governed by the laws of the state of Iowa.

15.2 Any disputes arising out of or relating to this contract, including its existence, validity, interpretation, performance, breach, or termination shall be resolved through the State Courts located in Warren County, Iowa. Each party consents to the jurisdiction of such courts and agrees that process may be served in the manner provided by applicable law or court rule.

By availing Cyber Solutions, LLC's technology repair services, the Customer acknowledges having read and understood these terms and agrees to be bound by them.

Date: _____

Name
Title
Authorized Signer for Company