



**HANDISOFT**  
*PC Tune-Up Service and more...*

## Terms and Conditions of Handisoft PC Tune-up Services

### Introduction

The PC tune-up service will be based, in whole or in part, on the information made available by the customer to Handisoft during this engagement. The supply of goods and services by Handisoft to its customers is offered only under the following Terms and Conditions. By requesting services from Handisoft you hereby accept our offer.

### Definitions

**Conditions** means these Terms and Conditions

**Customer** or **you** means person requesting services from Handisoft.

**Goods** means the customer's PC or laptop and the free software supplied by Handisoft to you or on your behalf.

**Services** means all of the services performed by Handisoft for you or on your behalf.

**Handisoft** or "**we**" or "**us**" or "**our**" means Handisoft.

### Charges and Payment

All payments will be made by cash or check prior to the delivery of goods and services.

### Risk and Insurance

The risk of goods and all insurance responsibility for theft, damage or otherwise in respect of the goods shall pass to you immediately upon delivery of the goods to Handisoft.

### Performance of Contract

Any date of delivery of goods or provision of services stated by Handisoft is intended as an estimate only and is not a contractual commitment. Handisoft will use reasonable endeavors to meet any estimated dates for delivery of the goods and/or services agreed upon.

If Handisoft cannot provide you with a solution to your problem, Handisoft will not charge you for those services in respect of that problem. In some cases, the solution may be that you need to upgrade or replace your software or hardware, if Handisoft advises you to do so and you choose not to upgrade or

replace your software or hardware, you acknowledge that Handisoft has met its commitment to you by providing you with a solution to your problem, whether or not you choose to implement that solution.

Handisoft stands behind its service. If you notify Handisoft of a problem with the services you were provided, and Handisoft's diagnosis of the problem indicates that services were not perform satisfactorily, Handisoft will work to provide a solution for your problem quickly and at no additional cost to you.

You acknowledge that computers are complicated and sometimes problems are more deeply rooted or complicated than initially diagnosed. You also acknowledge that a problem which occurs with your computer after your visit may be unrelated to the work Handisoft performed for you and is therefore outside the scope of Handisoft's service agreement with you.

You acknowledge that any request presented for repair may have pre-existing damage or other problems and that Handisoft cannot, due to such pre-existing damage, assume responsibility for such damage or further problems resulting therefrom.

Handisoft does not warrant that the operation of any software Handisoft installs, or service Handisoft performs, will be uninterrupted or error-free. You acknowledge that software, including your software, may have errors and may encounter unexpected problems, and accordingly, you may experience downtime and errors in the use of software. You also acknowledge that your use of such software may be subject to third-party license.

## **Customer's Responsibilities**

- You shall be solely responsible for all data imports, the manner of use of the goods by all those to whom it provides access and all outputs derived, and all other results of such processing.
- You are responsible for the security of confidential information stored on your PC or laptop.
- You shall comply, at your own expense, with any recommendations and guidelines with respect to the use of the goods, including any adjustments replacements required in respect of equipment and software that is incidental or collateral to the use of the goods.
- You maintain that you are the owner and/or have the right to be in possession of and make decisions regarding, all data, media or equipment provided to Handisoft.
- You indemnify Handisoft from any expense (including legal fees), damage or liability arising out of any claim, demand or suit resulting from a breach of your warranties.
- You will backup all software, data and files that are stored on your computer and/or on any storage device you may have prior to Handisoft working on your PC or laptop. Handisoft shall not be responsible at anytime for any loss, alteration or corruption of any such software, data or files. Repair of goods may result in loss of data.
- You must provide Handisoft with any necessary passwords to your computer.
- If the services involved the installation of software, but you must provide Handisoft with the installation disks for your operating system or software along with a product key for this software.

## **Liability**

- In no event shall Handisoft be liable to you or any third party under or in connection with these Conditions or in respect to the use of (or failure or performance of) the goods or the supply of services for:
- malfunctions or failures caused directly or indirectly by:
  - any third party;

- Handisoft's actions which were authorized by you;
  - accident, misuse or abuse of anyone other than Handisoft;
  - alteration or modification of the goods by anyone other than Handisoft;
  - products (including any hardware or software) not licensed by Handisoft that are attached to or used with the goods;
  - damage during any movement, relocation or re-installation of goods;
  - power surge or failure;
  - acts of God or ask outside our reasonable control;
  - any other condition not arising under normal operating conditions; or
  - normal wear and tear; or
  - any loss or damage of any nature arising are causing directly or indirectly by any breach of your obligations or responsibilities set out in these conditions.
- In no event will Handisoft be liable for any third party under or in connection with these Conditions or in respect to the use of (or failure or performance of) the goods for the supply of services for:
    - any loss of profit, is this interruption, loss or damage of two goodwill, and/or any expectation benefit;
    - your liability to any third party;
    - Handisoft will not be liable for any loss or damage suffered by you where Handisoft has failed to meet any delivery date or canceled or suspended the supply of goods or services.

## **Copyright in Software**

Handisoft will not be responsible to you or any third-party for any breach of any software license in respect of software provided to us by you to be installed on your computer.

You hereby warrant that you have a valid license in respect of such software and shall indemnify Handisoft harmless against any loss, damage, cost, harm or other expense whatsoever arising either directly or indirectly as a result of Handisoft installing software at your request.

## **Cancellation**

If, through circumstances beyond our reasonable control, Handisoft is unable to effectively deliver or provide the goods and services agreed upon, then Handisoft may cancel your order (even if it has already been accepted) by notice in writing to you. Any fees paid to Handisoft for the canceled service will be refunded in total.

For more information on these Terms and Conditions, contact Michael Cole of Handisoft at 603.547.2829 or via e-mail at: [Michael.cole@Handisoftweb.com](mailto:Michael.cole@Handisoftweb.com).

## **Acceptance of Terms and Conditions**

I hereby have read and accept these Terms and Conditions presented to me by Handisoft.

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**Client**

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**Date**