



## **Website usage terms and conditions**

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern EMW PC Solutions relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term EMW Pc Solutions or 'us' or 'we' refers to the owner of the website whose registered office is 32 Myrthall Gardens Dundee DD4 0TP. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

# Data Recovery Service Terms & Conditions

## 1. Authorization

- i. The client authorizes EMW PC Solutions or its agents to conduct an evaluation of the media sent to determine the nature of the damage and provide an estimate of the data recovery cost and turnaround. The evaluation is free and no work beyond this evaluation will be charged without explicit client approval.
- ii. The client authorizes EMW PC solutions, its employees, independent contractors, and agents, to receive and transport this media/equipment/data to, from and between their facilities.
- iii. 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 of the information and data stored on said property. By asking EMW PC solutions to enter into this agreement with you, as client, you declare that the foregoing representations are true and correct. You agree to indemnify EMW PC solutions for any claims against EMW PC solutions related to this data recovery.

## 2. Failure to claim property

- I. Any property left with EMW PC Solutions unclaimed for 30 days, will be disposed or recycled. At which time, EMW PC Solutions shall have no liability to the client or any third party.

## 3. Limited Liability

- i. EMW PC Solutions shall not be liable as a result of this agreement or the performance of any 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 service.
- ii. THE CLIENT UNDERSTANDS THAT DATA RECOVERY CANNOT BE GUARANTEED.
- iii. IN NO EVENT WILL EMW PC Solutions OR ANY CONTRACTOR, EMPLOYEE, OR AGENT OF EMW PC Solutions BE LIABLE FOR ANY LOSS OF DATA OR LOSS OF REVENUE OR PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE PROVIDED BY EMW PC Solutions OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES -- EVEN IF EMW PC Solutions HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS TO PERSONS OR PROPERTY.
- iv. EMW PC Solutions liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services. o-Client and EMW PC Solutions agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at EMW PC Solutions option, either (a) additional attempts by EMW PC solutions to recover satisfactory data or (b) a refund of the amount paid by the client. The parties acknowledge that the price of EMW PC Solutions data recovery services would be much greater if EMW PC Solutions undertook more extensive liability or promised additional remedies.
- v. Client is aware of 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 EMW PC Solutions, and assumes any and all known risks of injury and property damage that may result.
- vi. All data recovered will be kept for a period of 10 days after successful delivery to customer. No charge will be made in the destruction of data. Data will be destroyed and thereafter no further records will be kept.

## 4. Confidentiality

- i. EMW PC Solutions agrees not to disclose any and all information or data files supplied with, stored on, or recovered from client equipment to any third parties except to employees, independent contractors, lawyers, or agents of EMW PC Solutions subject to confidentiality agreements or as required by law.

## **5. Payment**

- i. Payment is due in full upon completion of successful recovery, prior to release of data (whether shipped, picked up or downloaded), unless by special previous arrangement.
- ii. Successful data recovery is defined as recovery of data that was not accessible or visible under the client's computer operating system.
- iii. The client agrees to pay for data recovery even if EMW PC Solutions has partially recovered the data.
- iv. No-data no-fee applies only when no data recovery is possible.
- v. The client is financially responsible for all shipping costs, custom duties and taxes to and from EMW PC Solutions.

## **6. Warranty**

- i. EMW PC Solutions makes no warranty, express or implied, and EMW PC Solutions disclaims any warranty of any kind, for the services being provided or discussed hereunder.

## Terms and Conditions

1. **No fix no fee.**

If the technician attempts a repair and is unsuccessful you will not be charged. If a technician has arrived to find that the computer cannot be repaired due to something the customer has done (forgetting a password, losing the necessary cable etc...) then you will be charged a minimum fee.

2. **No call out charge.**

The only time you will be charged for a call out is if the technician cannot repair the computer on site due to difficulties caused by the customer (arriving to find that no one is home, coming to set up a network and finding that the customer has not mentioned before that they have no router etc...). You will be charged a minimum fee.

3. **Problems with repair.**

If you drop your computer off and the repair is relatively simple but something goes wrong, i.e. deleting a virus then finding that the computer doesn't boot or re-installing windows and we have a power cut which damages the power supply unit, we won't charge you anything extra to the original quote you were given to perform the additional repairs required to get the computer working again.

But, for example, if we are re-installing windows and the hard drive packs in all by itself and needs replacing then we will contact you, if you want us to go ahead with the additional repair then the fee will be added to your invoice accordingly.