## **LIMITATION of LIABILITY POLICY**

J's PC Repair will only perform and provide computer services, repairs, and/or upgrades as requested by the customer/client and will conduct itself in an honest, reasonable, and considerate manner and provide quality service and support to the best of their ability.

J's PC Repair does not perform work on or support Non-Windows Operating Systems.

J's PC Repair holds NO certification to perform Warranty repairs or upgrades, and any repairs made by J's PC Repair may void the factory or supplemental warranty on your computer/device. If the computer/ device needing repair is covered by warranty, J's PC Repair recommends that the you, the customer, first contact the entity that sold or manufactured the computer/device for information about items/repairs covered under that warranty.

J's PC Repair may act as a liaison between its customers and the manufacturer(s) of its customers Personal computer/device only in the capacity of reporting a problem, utilizing technical support, warranty and informational inquiries, and if preferred, for scheduling Warranty Repair Service(s) for your computer/device.

Computer repairs are provided as a service. There may be circumstances (age of PC, replacement parts obsolete, etc.) under which a particular computer cannot be repaired and may have to be rebuilt and/or upgraded.

The length of time required to service/repair your computer cannot be predicted and specific results cannot be guaranteed.

Understand that in the process of working on any computer and/or computer equipment, there is a potential for data loss; the customer shall be fully responsible for backing up all existing data before repair or service and further agrees to assume all risk of loss of information, programs, and/or data from any and all causes or in any way related to or resulting from the repair or service of products by J's PC Repair.

The customer agrees that they have made necessary backups of personal data prior to service so that, in the event of such loss, the data can be recovered/restored. J's PC Repair will not be responsible for data loss.

If requested, J's PC Repair will backup data from my computer/device and that any and/or all data will be backed up and/or restored as is.

J's PC Repair may install additional software on any computer which may include but is not limited to: Antivirus, Firewall, Antispyware, Registry Cleaners, System Optimizers, Software Un-installation Utilities, and/or any other utilities as may be necessary to aid in the diagnosis/repair process of any computer/device and that such software/utility will be removed once services have been completed.

J's PC Repair may remove conflicting software (old anti-virus software, etc.) and/or any other software that could be causing system instability and/or conflict.

In no event shall J's PC Repair be liable for costs of procurement of substitute goods by anyone or for loss of data, nor will J's PC Repair be liable for indirect, special, incidental, consequential, or any other damages arising out of the purchase, use, or performance of the substitute goods or request.

It is further advised of the possibility of such damages and the foregoing allocation of risk is reflected as follows:

- 1. Service(s) are provided in an effort to fix/repair and/or upgrade your computer.
- 2. Your computer will not be intentionally harmed as the primary goal is to repair your computer, not damage it.
- 3. It is your responsibility to:
  - a) Back up any data you may require in the future
  - b) Remove/dispose of confidential data that may be on the computer
  - c) Remove any removable media such as diskettes, CDs/DVDs, Flash Drives, or PC Cards
- 4. J's PC Repair will not be responsible for data loss.
- 5. In the event of accidental damage of data, or in the event of data loss caused by already existing problems (e.g., viruses, wrongly configured software, or hardware problems/failures), you agree to hold harmless and release J's PC Repair and any person(s) associated with J's PC Repair or any person(s) involved in the repair process, from damages resulting from such problems.

J's PC Repair does not scrutinize content of any personal computer and is in no way responsible for the content/data on its customers/clients computer/device. Please be advised: if during normal diagnostics, repair, backup, and/or restoration of content/data, content is found that would be in violation of J's PC Repair policies or any federal, and/or state law, J's PC Repair may be under obligation to report incidents to the proper authorities.

J's PC Repair cannot and will not be held responsible for loss or damage of any computer in the event of theft, fire, flood, and/or any other cause aside from willful misconduct and/or negligence, if the customer chooses to leave any computer system and/or equipment with J's PC Repair.

J's PC Repair will notify via telephone, text, and/or email when a computer/device is ready for pickup. J's PC Repair shall keep a record of all notifications and/or any other business interaction between itself and the client/customer.

The client/customer understands that if after notification, that any computer/device and/or equipment is not picked up within Fifteen (15) days, a Storage fee (not to exceed Thirty (30) Dollars) may be applied and that if after Sixty (60) days, the computer/device and all hardware/software checked in with it, will be considered as abandoned and may be disposed of accordingly. Please note that this does not include computer(s)/device(s) and/or equipment which is being held while awaiting parts so long as said parts are or have been ordered by J's PC Repair.