

## 1. General terms and conditions

Your use of TechWizard services is governed by the following terms and conditions. Please read them carefully. They do not affect your statutory rights.

### I. My Agreement

By ordering services from TechWizard you are entering into a contract with me. The terms below are important and set out my obligations to you and what you are agreeing to.

### II. Three Month Warranty

All my services carry a three-month warranty on parts and expertise. This means if there is a recurrence of the same problem I had fixed or any fault which is connected to the service provided I will either try again to fix the problem at no extra charge or, if I cannot fix the problem, I will refund your money in full for the services performed. This excludes faults caused by the failure of other components after the repair has taken place, or by faults caused through the incorrect use of software or downloaded material, or by faults arising from accidental damage or incorrect use of the product.

### III. Service Visit Requirements

**IMPORTANT:** You are responsible for ensuring that all data and information on your computer or other hardware is saved and appropriately backed up before I access your system. I will not be responsible for any loss of data, information or records.

If you book an in-home service appointment, I will need the following at the time of appointment:

- an adult (over 18 years of age) who has a basic knowledge of the service required or any problems encountered must be present;
- access to the area and equipment being serviced and the electricity mains, plus light and power;
- your agreement to follow my reasonable instructions;

In addition to the above requirements, if I will be working on your computer I will need:

- a person with administrator level access present;
- any relevant software recovery disk(s) (or other media);
- Access to: USB storage device, cloud storage or CD/DVD writer.

Your device should have Microsoft Windows XP or later operating systems, Apple OS X or later, or Android version 4.0 (Ice Cream Sandwich) or later. If you do not have these, I will still try and complete the requested service but as earlier systems are not supported by the licensee chances of a successful resolution may be limited.

If your software is, or appears to be, unlicensed I cannot perform a laptop or desktop computer repair.

### IV. Systems Excluded

My services exclude support for the following:

- VPN and WAN networks;
- Corporate infrastructure hardware (complex firewalls, switches etc.); and Linux.
- Component level repairs for apple devices

If your system includes any of the above (as becomes apparent to me upon visiting) I may give you a quote to resolve the relevant problem or you may cancel the service ordered for a full refund.

#### V. Software Licenses

Any software patches, upgrades or fixes applied to your system by myself during either a Remote Service or an in-home appointment, are licensed to you by me or the relevant third party licensors for your own reasonable personal and non-commercial use only unless otherwise stated. You may not supply such software to anyone else. The licensor retains all copyright and other intellectual property rights in such software.

In order to provide the most detailed advice and support to the majority of my customers, I only support genuine Microsoft operating systems.

#### VI. Liability Exclusions

I do not have specific knowledge of your computer and its configuration. Whilst I will use my best efforts to minimise disruption to your system, I cannot be responsible for any unforeseen consequences of my services.

My services may affect manufacturer warranty validity. It is your responsibility to assess the effect of my services on any manufacturer's warranty and take appropriate action.

I cannot be responsible or liable to you in relation to any service regarding:

- any loss or corruption of data, information or records;
- any loss of goodwill, or any loss of (or interruption to) business or contracts;
- any failure by you to follow my reasonable advice, recommendations or instructions;
- any losses you may suffer arising from your use of (or failure to use) any anti-virus software;
- any loss that is not reasonably foreseeable.

#### VII. Information I require and use of information

I will ask you for certain details which I require to perform the service. This includes address and contact telephone numbers able to accept incoming calls and an email address for invoicing and limited marketing purposes.

I may record your conversations with myself for training and/or records. Your data protection and privacy rights regarding other information I may collect are set out in my Privacy Policy.

The use of this information is governed through my privacy policy.

#### VIII. Service Contracts

As a sole trader, I do not have the support of others to provide cover during holiday or unexpected illness; I also have limited availability and cannot provide services 24/7 or realistically respond instantly. If I am due to be away for a 72-hour period or longer, I shall make all reasonable efforts to notify you by email in advance.

#### IX. Rights to Cancel

You have 14 days from entering into a service contract in which you can cancel it. Should you decide to use any services within this period and cancel, you will be charged for these at the appropriate rate as defined in 1.ii Rates.

In the unlikely event that I am unable to work for an extended period of time due to illness or other unforeseen event, I will offer a refund of services for that period and/or give you the option to terminate the remainder of your service contract.

#### X. About Me

I am Richard Freeman, T/A TechWizard, 1 Buckridge Lane, Shirley, Solihull, West Midlands, B90 1TF.

In these terms and conditions, references to "I" and "me" are to Richard Freeman trading as (T/A) TechWizard.

If you have any problems, I would recommend you email me at [r.freeman@techwizard.support](mailto:r.freeman@techwizard.support) however if you prefer to write I can be contacted at the address above.

## 2. Services

### I. Managed Services & Support

#### a. Managed Monitoring

This service is designed to proactively alert me about potential issues with your system that could lead to hardware failure and/or data loss. Other chargeable services may be required to resolve any hardware or software issues that have been reported through the monitoring service.

The service includes, but is not limited to the following notifications:

- Whether an anti-Virus/Firewall is installed
- Recent Windows/Application Crashes
- Hard Disk Capacity, Fragmentation & Health
- Problems with attached devices

To ensure your system is protected from the latest vulnerabilities, the Windows Update Service will be monitored.

#### b. Avast - Managed Anti-Virus

Avast averages a 100% detection rate on 0-day malware collections, with the industry average 98% as confirmed by av-test.org. It offers:

- Antivirus - The power of 4 protective shields will prevent anyone in your office from sending or receiving infected emails, from downloading risky files, and will also block access to dangerous websites.
- Firewall - Our impenetrable firewall will keep you secure without slowing down your business. Completely customizable, you can easily adjust your settings according to your needs.
- CyberCapture - 360,000 new malware strains are created daily. Cybercapture analyses suspicious files and zero-day threats from around the globe so your virus database is always up to date.
- Smart Scan - Thorough but unobtrusive. Smart Scan has been designed to run without slowing down your PC, skipping over non-vulnerable parts of your systems to maximize its efficacy and save you time.

#### c. Avast - Patch Management

Having a strong endpoint security foundation is crucial but antivirus alone isn't enough. Avast Business Patch Management takes the guesswork out of patching by identifying critical vulnerabilities and we manage the deployment of patches to your system(s). Main benefits:

- Prevent Vulnerabilities
- Ensure Compliance
- Time saving

#### d. Support

At this time, I am only able to provide remote support for systems running Windows XP or newer. Apple and Android devices are not yet supported through remote services.

I rely on the information you give me to operate this service. Such information must be complete and as accurate as possible to enable me to effectively resolve your problem. This service covers any windows software issues directly affecting the normal functioning of Microsoft Windows installations including:

- Problem diagnostics
- General windows functionality issues
- Minor Queries/Advice

Remote PC support covers a single device. Remote support appointments must be booked in advance. When a problem has been reported, I aim to respond within 24 hours, and subject to both yours and my availability make an appointment within 72 hours. I aim to resolve the problem within 1 week, but could require multiple support sessions and therefore take longer in exceptional situations.

Whilst I will use reasonable amounts of skill and care to resolve problems you have referred to me, you accept that I may not be able to correct your problem using my remote support service due to circumstances beyond my control. What isn't covered by my Remote Support service:

- Broadband Internet connection is required for remote support. ISP subscription is not included with this service
- Physical hardware faults cannot be repaired via remote support
- The system must be able to boot to Windows for remote support.
- Problems related to 3<sup>rd</sup> party software are not covered by remote support.

For any of the above issues, I will try and resolve the issue by telephone, if this is unsuccessful then you may take advantage of my In-Home repairs/training services at additional cost (please see section 1. ii. for areas covered). Managed & Remote Support Services are only available for residential customers and small local businesses only with light computer usage, if you're a medium/large business, please contact me for custom packages and pricing.

Unmetered Support – Not to be abused. This simply means I am not logging the amount of time I spend supporting you. If I feel this reaches an unreasonable amount relative to my hourly rate, then I reserve the right to charge you for the extra services or terminate the remainder of the contract with immediate effect.

## II. In-Home / Office Service(s)

### a. Installation/Repairs

Many repairs take time and it is not always practical to complete these at a client's home. To save you money, systems are repaired in the workshop

### b. Training

Due to the wide range of 3<sup>rd</sup> party software/applications (apps) available, these cannot always be supported and it is advised to contact their publishers to resolve any application specific issues. Whilst I will do my best to offer guidance, I am unable to give detailed advanced tuition on every item of software.

## III. Computer Health Check

I want you to know about the things not covered in the price of this service so there are no surprises later on:

- If you choose to have upgrades installed, you need to pay for the parts
- If you choose to upgrade to a new version of Windows you need to pay for the Windows DVD
- Includes
  - Basic Hardware Diagnosis
  - Basic Windows Error Checking
  - Housekeeping
    - Disk Clean-up
    - Disk Defrag
    - Windows Updates

## IV. System Reset & Restore

What isn't covered by my System Reset & Restore service:

- Data backup and transfer are charged separately
- Software installation is charged separately

## V. Virus & Spyware Removal

What isn't covered by my Virus & Spyware Removal service:

- Internet Security software must be purchased separately if you want me to install it

## VI. Data Transfer

What isn't covered as part of my Data Transfer service:

- The cost of a new computer. You need to buy this separately
- If you would like me to transfer your files to external hard drive this must be purchased separately

## VII. Data Recovery

I just want to tell you about a few things which aren't covered by my Data Recovery service.

- If you want your files putting onto a hard drive you will need to buy the hard drive separately
- If your files are too damaged to rescue using normal means I will recommend specialist lab recovery. This does incur extra costs which I will explain to you before any work is done







### 3. Definitions

Contract

Support

- Remote

- Telephone

Repairs

- Software

- Hardware

Training