

Computer Repairs and I.T. Services

TERMS OF SERVICE

The following terms and conditions of service are applicable to all I.T. services and computer repairs provided by Eiland Communications Limited. Terms and conditions may change at any time, with or without notice. It is the responsibility of any customer or prospective customer to read the terms of service before contacting Eiland Communications Limited to inquire, purchase or schedule a service engagement. By engaging Eiland Communications Limited for services, you are indicating your agreement to be bound by all of the terms and conditions outlined within this document. Eiland Communications Limited services are

DESCRIPTION OF SERVICES

1. Responsibilities of User: User understands and agrees that prior to contacting or engaging in service with Eiland Communications Limited to perform any evaluation, diagnostics, repair, upgrade or any other service upon your computer that it is the responsibility of the user to back-up data, software, files or other electronic information stored within a computer hard-drive or other memory device or drive. You as the user also acknowledge and agree that Eiland Communications Limited shall not be responsible under any circumstance for any loss of data, software and corruption of data or damage to hardware or components.

2. Services: Eiland Communications Limited provides computer support services remotely, on-site and via telephone. Eiland Communications Limited will attempt to diagnose and provide or suggest a solution for a service fee. In some situations, a solution, diagnosis or support may not be completed due to an issue with user's computer, its configuration or other issue that is beyond the control of Eiland Communications Limited. Eiland Communications Limited will make every reasonable attempt to perform services to diagnose, troubleshoot, assess and correct computer or network issues. Regardless of the outcome, you the user is still responsible for charges for the time and effort spent in an attempt to provide services.

3. Service Areas: Eiland Communications Limited reserves the right to establish, change, add or eliminate service areas with or without notice. Eiland Communications Limited has the authority to establish and charge additional fees for areas outside of our normal service areas.

4. Service Limitations: Eiland Communications Limited reserves the right to charge additional fees for certain services that a client may require or request above and beyond any service plan. Eiland Communications Limited will at its sole discretion determine these additional services and fees.

5. Service Availability: Services selected by a user may not be available at all times. Eiland Communications Limited at any time without notice or liability may restrict the availability of service or its times of availability to perform scheduled or unscheduled maintenance. You the user acknowledges that circumstances outside of the control of Eiland Communications Limited may arise that may lead to service delays. You the user hereby release Eiland Communications Limited from any and all liability and agree that Eiland Communications Limited is not responsible for any direct or indirect damages resulting from any service delays.

6. Access to Equipment: User agrees that they will provide full access to computer systems, systems, peripherals or software that we are to service and that power, network connectivity and a safe climate controlled work environment is provided along with full cooperation and access to

enter your home or business to perform services. If an Eiland Communications Limited representative arrives at the scheduled service time and he or she does not reasonably have access, cooperation, or safe working areas, then service may be denied and a £50 plus VAT cancellation fee will be charged.

7. Software / Hardware Licensing & Warranties: You the user agree that you will be responsible for all software licensing installed on your computer. Eiland Communications Limited provides technical support and consulting for third party software and/or equipment. We make no warranty that we are an authorised service provider for Third Party Software or for any equipment; it is your sole responsibility to determine if you require additional rights for us to provide such support and if so, to acquire such rights. You acknowledge that support of Third Party Software or equipment by an unauthorised service provider may void any warranty made by the supplier of such Third Party Software or equipment.

8. Third Party Software: As part of our services, Eiland Communications Limited may recommend the acquisition of third party software. You the user agrees that you will abide by all terms and conditions outlined within a license agreement whether this software is installed, recommended or sold to you by Eiland Communications Limited or not. Eiland Communications Limited makes no warranty or representation regarding third party software or hardware.

9. Termination of Service by Eiland Communications Limited: User understands and agrees that at its sole discretion, Eiland Communications Limited may terminate or suspend any agreement for services immediately and without notice.

10. Payment of Fees: You the user agree to pay all applicable charges and fees related to your service as well as any taxes or other charges due including no-show fees. A minimum charge of £50 plus VAT applies to all service engagements regardless of outcome.

WARRANTIES AND LIMITATION OF LIABILITY

11. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY EILAND COMMUNICATIONS LIMITED (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT OR SOFTWARE), Eiland Communications Limited DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY EILAND COMMUNICATIONS LIMITED OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. USE OF EILAND COMMUNICATIONS LIMITED COMPUTER SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

EILAND COMMUNICATIONS LIMITED SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL EILAND COMMUNICATIONS LIMITED BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT,

NEGLIGENCE OR STRICT LIABILITY, EVEN IF EILAND COMMUNICATIONS LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

12. Communication. With regard to electronic communications, you and Eiland Communications Limited further agree that: (a) the User ID and/or alias of a sender, contained in an electronic communication ("email"), is legally sufficient to verify the sender's identity and the authenticity of the communication; (b) an email sent containing your User ID and/or alias establishes you as its originator and has the same effect as a document with your written signature on it; and (c) an email or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.

13. Eiland Communications Limited will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labour-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

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