

# Imperial Beach Technology

## Customer-Facing Service Policy

Customer Service, IT Support, Hardware Repair, and Related Services Policy

### Policy Notice

This document outlines customer responsibilities, service authorization, payment terms, data handling expectations, warranties, and limitations for approved services.

Payment is due before any work may be performed unless Imperial Beach Technology approves different written terms in advance.

### Use of This Document

This policy should be reviewed periodically for California compliance, insurance requirements, and the exact services offered by Imperial Beach Technology.

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## Important Compliance Note

For California repair work involving covered electronic equipment, written estimates, customer authorization, diagnostic fee disclosures, invoices, and repair provider disclosures may be required depending on the service and customer equipment.

California's Right to Repair Act became operative July 1, 2024. It requires certain manufacturers to make repair documentation, parts, and tools available on fair and reasonable terms. It also requires certain disclosures from non-authorized repair providers. See Selected Compliance References at the end of this document.

This policy should be reviewed periodically by a qualified professional to ensure current compliance with applicable requirements.

### 1. Purpose

This policy explains how Imperial Beach Technology provides IT services, hardware repairs, diagnostics, data-related services, remote support, onsite support, and related technology services.

By approving an estimate, submitting equipment for service, authorizing remote access, approving onsite work, making payment, or otherwise allowing Imperial Beach Technology to perform work, the customer agrees to this policy.

### 2. Services Covered

Imperial Beach Technology may provide services including, but not limited to:

- Computer, laptop, desktop, tablet, phone, printer, and peripheral diagnostics
- Hardware repair, replacement, upgrades, and installation
- Operating system installation, repair, configuration, and troubleshooting
- Software installation, troubleshooting, updates, and removal
- Virus, malware, spyware, and unwanted software removal
- Data backup, transfer, recovery attempts, and migration
- Network, Wi-Fi, router, modem, firewall, and internet troubleshooting
- Business IT support, workstation setup, user account setup, and device configuration
- Remote support, onsite support, pickup/drop-off service, and consulting
- Basic cybersecurity review, device hardening, and technology recommendations

Imperial Beach Technology may decline any service request that is unsafe, outside its service scope, illegal, unethical, not technically practical, or not appropriate for the business to perform.

### 3. Estimates and Customer Authorization

Imperial Beach Technology will provide an estimate before performing paid repair work when required by law or business policy.

The estimate may include labor, parts, diagnostic fees, service call fees, remote support fees, onsite support fees, travel charges, shipping, taxes, and other expected charges.

No paid repair work beyond the approved estimate will be performed without customer authorization. Authorization may be provided by signature, email, text message, phone approval, invoice approval, online approval, payment, or another documented method accepted by Imperial Beach Technology.

If additional problems are discovered after work begins, Imperial Beach Technology will contact the customer for approval before performing additional paid work.

California regulations state that a written repair estimate must include costs for parts, labor, and the initial service call if provided, and that a service dealer may not charge for work or parts beyond the estimate without prior customer consent. See Selected Compliance References at the end of this document.

## 4. Diagnostic Fees

A diagnostic fee may be charged to inspect equipment, identify problems, research repair options, prepare an estimate, or determine whether a repair is possible.

Diagnostic fees are due even if the customer declines the repair, unless Imperial Beach Technology agrees in writing to waive the fee.

Diagnostic fees must be disclosed to the customer before they are charged.

## 5. Customer Responsibilities

The customer is responsible for:

- Providing accurate information about the issue, device history, passwords, prior damage, and attempted repairs
- Backing up all important data before service begins
- Confirming ownership or legal authorization to service the device, account, software, network, or system
- Providing valid software licenses, account credentials, recovery keys, multi-factor authentication access, or installation media when needed
- Removing confidential, personal, sensitive, or unnecessary files when possible before submitting equipment
- Ensuring that equipment, accessories, power adapters, and related items are clearly identified
- Responding to estimate approvals, account access requests, payment requests, and pickup notices
- Paying approved charges when due

Imperial Beach Technology is not responsible for delays caused by missing passwords, unavailable parts, locked accounts, customer non-response, vendor delays, unavailable internet service, third-party restrictions, or manufacturer limitations.

## 6. Data Backup and Data Loss

Technology service and hardware repair may involve risk of data loss. Data loss may occur because of hardware failure, software corruption, malware, encryption, failed storage devices, operating system repair, account issues, manufacturer repair procedures, accidental deletion, or other causes.

The customer is responsible for backing up all important data before service begins unless backup service is specifically included in the approved estimate.

Imperial Beach Technology will take reasonable care when handling customer data, but does not guarantee that data can be preserved, recovered, transferred, restored, or accessed.

Imperial Beach Technology is not responsible for lost files, lost photos, lost business records, lost programs, lost passwords, lost software licenses, lost settings, lost account access, lost emails, or lost data except where prohibited by law.

## 7. Privacy and Confidentiality

Imperial Beach Technology respects customer privacy.

Customer files, emails, photos, documents, browsing history, passwords, personal information, business information, and account information will not be intentionally accessed except as reasonably necessary to perform the requested service.

Customer information may be used for service, billing, scheduling, warranty, communication, troubleshooting, documentation, vendor support, or legal compliance purposes.

Imperial Beach Technology may encounter personal, business, or confidential information while performing work. Such information will be treated as confidential and will not be shared except with customer permission, as necessary to complete the service, with approved vendors or subcontractors when required, or as required by law.

## 8. Passwords, Accounts, and Remote Access

The customer authorizes Imperial Beach Technology to access devices, systems, networks, software, and accounts as needed to perform approved services.

For remote support, the customer authorizes Imperial Beach Technology to temporarily view or control the customer's device during the support session.

The customer may end a remote support session at any time.

Imperial Beach Technology does not request access to accounts unrelated to the service being performed. Customers should not provide passwords unless necessary. When possible, customers should enter passwords themselves.

Imperial Beach Technology is not responsible for accounts that are locked, suspended, disabled, compromised, unrecoverable, deleted, restricted, or controlled by third parties.

## 9. Authorized Repair Provider Status and Replacement Parts Disclosure

Unless specifically stated in writing, Imperial Beach Technology is an independent service provider and may not be an authorized repair provider for every manufacturer, brand, product, software vendor, or service provider.

Imperial Beach Technology may use replacement parts that are new, used, refurbished, aftermarket, OEM, manufacturer-supplied, or equivalent parts depending on availability, customer approval, device condition, cost, and the approved estimate.

When required by law, Imperial Beach Technology will disclose whether replacement parts are used or supplied by a source other than the manufacturer.

The customer understands that use of non-manufacturer, aftermarket, refurbished, or used parts may affect manufacturer warranty coverage, device functionality, manufacturer support, resale value, or future repair options.

## 10. Parts, Components, and Special Orders

Special-order parts may require prepayment and may be non-refundable once ordered, except where required by law or vendor policy.

Some repairs require vendor, manufacturer, or third-party parts. Delays may occur because of shipping, backorders, discontinued parts, serial-number pairing, firmware locks, manufacturer restrictions, unavailable tools, unavailable repair documentation, or vendor approval requirements.

Imperial Beach Technology is not responsible for manufacturer delays, unavailable parts, manufacturer restrictions, vendor policy changes, or discontinued products.

## 11. Replaced Parts

Customers may request the return of replaced parts before the repair is completed.

Some replaced parts may not be returnable if they are subject to manufacturer exchange, core return, warranty return, recycling, safety handling, privacy concerns, toxic material handling, or vendor requirements.

If the customer wants replaced parts returned, the request should be made in writing before work begins.

## 12. Software, Licensing, and Legal Use

The customer is responsible for owning or properly licensing all software, operating systems, applications, subscriptions, and digital content installed or used on their devices.

Imperial Beach Technology will not knowingly install pirated, counterfeit, cracked, unauthorized, illegally obtained, or improperly licensed software.

If software must be purchased, renewed, reinstalled, activated, recovered, or transferred, the customer is responsible for all related license fees,

subscription fees, vendor charges, and account access requirements.

Imperial Beach Technology is not responsible for software that cannot be reinstalled, activated, transferred, recovered, updated, or supported due to licensing, vendor, account, or compatibility restrictions.

## 13. Malware, Security, and Cybersecurity Services

Malware removal, virus cleanup, account recovery, password reset assistance, and cybersecurity services are performed on a best-effort basis.

Imperial Beach Technology cannot guarantee that:

- All malware will be removed in every case
- A device will not become infected again
- A compromised account can be recovered
- A system is completely secure
- A password, account, network, or device was not previously exposed
- A customer will not experience future cyberattacks, scams, phishing, fraud, ransomware, or unauthorized access

Customers are responsible for maintaining strong passwords, multi-factor authentication, software updates, secure backups, safe browsing habits, security awareness, and proper account recovery information.

## 14. Data Recovery Services

Data recovery is not guaranteed.

Storage devices may be physically damaged, encrypted, overwritten, corrupted, erased, locked, or otherwise unrecoverable.

Imperial Beach Technology may attempt basic data recovery or may recommend a specialized data recovery provider. Specialized recovery services may involve additional charges from a third-party provider.

The customer understands that continued use of a failing drive, damaged device, or corrupted storage system may reduce the chance of successful recovery.

## 15. Onsite Service Policy

For onsite service, the customer must provide:

- Safe and reasonable access to the work area
- Working power outlets
- Internet access, if needed
- Access to equipment, passwords, routers, modems, wiring, and affected devices
- An adult present at the service location, if required
- A clean, safe, and appropriate workspace

Imperial Beach Technology may refuse or stop onsite service if the environment is unsafe, unsanitary, hostile, inaccessible, hazardous, or unsuitable for technical work.

Missed appointments, late cancellations, unavailable access, or unsafe conditions may result in a service call fee or cancellation fee.

## 16. Remote Support Policy

Remote support requires a working internet connection and customer cooperation.

The customer understands that some issues cannot be resolved remotely and may require onsite service, in-shop service, replacement parts, manufacturer support, internet provider support, software vendor support, or third-party service.

Remote support fees may apply even if the issue cannot be fully resolved remotely.

## 17. Payment Terms

Payment is due **before any work may be performed**, unless Imperial Beach Technology approves different written terms in advance.

Imperial Beach Technology may require payment for diagnostics, labor, service calls, remote support, onsite support, parts, deposits, shipping, or other approved charges before beginning work or ordering parts.

Accepted payment methods: [Insert Payment Methods]

Devices, equipment, or completed work may be held until payment is received, subject to applicable law.

Late payments, returned payments, chargebacks, collections, or unpaid invoices may result in additional fees, suspension of service, or refusal of future service.

## 18. Business Customer Terms

For business customers, approved payment terms may be granted in writing.

Unless otherwise agreed in writing, payment is due before any work may be performed.

Business customers are responsible for ensuring that the person requesting service has authority to approve work, approve charges, access systems, authorize purchases, provide credentials, and accept this policy on behalf of the business.

Imperial Beach Technology is not responsible for internal disputes between business owners, employees, managers, contractors, departments, or authorized representatives.

## 19. Warranty on Service

Imperial Beach Technology provides a limited labor warranty for the same issue originally repaired.

Labor Warranty Period: [30 days / 60 days / 90 days] from the date of completed service.

Parts may be covered by the manufacturer, distributor, vendor, or supplier warranty. Part warranty terms vary by part and vendor.

The warranty does not cover:

- New or unrelated issues
- Liquid damage
- Physical damage
- Power surge damage
- Customer misuse, neglect, or accidental damage
- Malware reinfection
- Software installed after service
- Operating system updates or vendor updates that create new issues
- Failed customer backups
- Customer-installed parts
- Third-party repairs
- Devices opened, modified, or repaired by another person after service
- Problems caused by internet providers, software vendors, cloud services, account providers, manufacturers, or third-party services
- Devices with pre-existing damage, corrosion, liquid exposure, board damage, failing storage, overheating, or intermittent faults

Warranty service is limited to correcting the original approved repair issue. Refunds are not guaranteed.

## 20. No Guarantee of Repair

Some devices cannot be repaired economically, safely, or reliably.

Some issues are intermittent and may not appear during testing. Some repairs may require additional testing, parts, vendor assistance, or further diagnosis.

Imperial Beach Technology does not guarantee that every issue can be diagnosed, repaired, recovered, or permanently resolved.

The customer understands that aging, damaged, liquid-exposed, previously repaired, modified, or failing equipment may worsen or fail during normal diagnostic or repair procedures.

## 21. Limitation of Liability

To the fullest extent allowed by law, Imperial Beach Technology is not liable for indirect, incidental, special, consequential, or business losses.

This includes, but is not limited to:

- Lost profits
- Lost revenue
- Lost data
- Lost use
- Downtime
- Missed deadlines
- Loss of productivity
- Loss of customers
- Loss of business opportunity
- Third-party claims
- Software or subscription costs
- Account recovery costs
- Replacement equipment costs, except where required by law

Imperial Beach Technology's total liability for a service issue will not exceed the amount paid by the customer for the specific service giving rise to the claim, except where prohibited by law.

## 22. Third-Party Services and Vendors

Some services may require third-party vendors, manufacturers, software companies, internet providers, cloud providers, warranty providers, shipping companies, or parts suppliers.

Imperial Beach Technology is not responsible for third-party outages, policies, delays, warranty denials, price changes, account restrictions, product limitations, discontinued services, data practices, shipping delays, or service failures.

The customer is responsible for all third-party fees unless Imperial Beach Technology agrees otherwise in writing.

## 23. Pickup, Storage, and Unclaimed Equipment

Customers will be contacted when equipment is ready for pickup or when a decision is needed.

Equipment left unclaimed may be subject to storage fees after [Insert Number] days.

If equipment remains unclaimed after repeated contact attempts, Imperial Beach Technology may take steps allowed by applicable law, including continued storage, return shipping at customer expense, collection of unpaid charges, or other lawful remedies.

The customer is responsible for keeping contact information current.

## 24. Cancellations and Rescheduling

Customers should provide at least [Insert Number] hours' notice to cancel or reschedule an appointment.

Late cancellations, missed appointments, unavailable access, or failure to provide necessary information may result in a cancellation fee, service call fee, or refusal of future service.

## 25. Communication

Imperial Beach Technology may communicate with customers by phone, text message, email, invoice system, service ticket, online form, or other reasonable method.

The customer is responsible for responding to approval requests, estimate updates, account access requests, payment requests,

authorization requests, and pickup notices.

Delays in customer response may delay service completion.

**26. Customer Acknowledgment**

By approving service, submitting equipment, authorizing remote access, approving an estimate, making payment, or allowing Imperial Beach Technology to perform work, the customer confirms that:

- They have read and accepted this policy.
- They authorize Imperial Beach Technology to perform the approved service.
- They understand that payment is due before any work may be performed unless different written terms are approved.
- They understand that repair and IT work may involve risk of data loss or equipment failure.
- They are responsible for backing up important data unless backup service is included in the approved estimate.
- They are responsible for payment of approved fees, labor, parts, diagnostics, service calls, remote support, onsite support, and related charges.
- They own or are authorized to service the equipment, account, software, network, or system involved.
- They understand that some repairs, data recovery attempts, malware removals, account recoveries, and IT services are not guaranteed.
- They understand that Imperial Beach Technology may be an independent service provider and may not be an authorized repair provider for every manufacturer or vendor unless stated in writing.

**Customer Acceptance**

By signing below, the customer acknowledges receipt and acceptance of this policy for the approved service request.

<b>Customer Name</b>	
<b>Phone / Email</b>	
<b>Device / Service Description</b>	
<b>Serial Number / Asset Tag</b>	
<b>Estimate / Invoice Number</b>	
<b>Customer Signature</b>	
<b>Date</b>	
<b>IBT Representative</b>	
<b>Date</b>	

**Appendix A - Recommended Supporting Forms**

Imperial Beach Technology may use these supporting forms with this policy to document service intake, estimates, authorization, remote support, data backup decisions, and repair provider disclosures.

**Service Intake Form / Claim Check**

Include customer name, contact information, device description, serial number, accessories received, visible condition, reported issue, diagnostic disclosure, and intake date.

**Written Estimate / Authorization Form**

Include labor, parts, fees, taxes, customer approval, approval method, approval date/time, and any special conditions.

**Final Invoice**

Include work performed, parts supplied, warranty terms, amount paid, balance due, and customer copy. California regulations require a legible original or copy of the invoice to be given to the customer for repairs performed and parts installed, even when no charge is made, such as warranty repairs.

**Remote Support Authorization**

Include customer approval for remote access, session date/time, scope of access, and confirmation that the customer may end the session at any time.

**Data Backup / Data Waiver Form**

Include whether the customer requested backup service, declined backup service, or confirmed that their data was already backed up before repair.

**Independent Repair Provider Disclosure**

Include whether Imperial Beach Technology is not an authorized repair provider for the manufacturer and whether any used, refurbished, aftermarket, or non-manufacturer-supplied parts may be used.

**Selected Compliance References**

The references below are included for policy review and compliance research. They should be checked for current requirements before final adoption.

California Bureau of Household Goods and Services - Consumer FAQ: [https://bhgs.dca.ca.gov/consumers/bear\\_faq.shtml](https://bhgs.dca.ca.gov/consumers/bear_faq.shtml)

California SB 244 - Right to Repair Act Bill Text: [https://leginfo.ca.gov/faces/billTextClient.xhtml?bill\\_id=202320240SB244](https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=202320240SB244)

16 CCR 2722 - Estimates: <https://www.law.cornell.edu/regulations/california/16-CCR-2722>

16 CCR 2723 - Invoices: <https://www.law.cornell.edu/regulations/california/16-CCR-2723>