# **Techsmart Micro Systems**

Professional Device Repair Services

# REPAIR SERVICE AGREEMENT

This agreement is made between Techsmart Micro Systems, (Cameron MacDonald (the service provider), hereafter known as "we", "us" or "the company" — AND — you (the person requesting our services), hereafter known as "you", "your" or "the customer"; establishing the Terms and Conditions under which our repair services are extended.

### **1 Customer Accounts**

- a. You must complete the customer account enrollment process prior to acquiring service.
- b. You may be asked to provide proof of your identity upon account creation.
- c. We may delete accounts automatically if deemed inactive for a period of 12 months.
- d. You can request removal of your account information at any time with expected results:
  - i. Your account will be deleted immediately upon your request, or
  - ii. Will be purged, pending expiration of warranty(s) to which you are otherwise entitled.

# 2 Authorization & Assumption of Risk

You authorize our technicians to undertake repairs of your device with the further agreement and understanding:

#### a) All device repair scenarios inherently involve a factor of risk:

- i. We cannot guarantee that all repair attempts are successful.
- ii. A failed repair attempt could lead to data loss or may render your device unusable.
- iii. We are not responsible for data loss which may occur during the repair process.
- iv. Use of our repair services may void the device manufacturer's warranties.

#### b) You agree to hold us blameless:

- i. In the event that any form of loss occurs as a result of using our services.
- ii. For incurring lost time, wages, and/or travel, legal, and personal expenses.

### 3 Invoicing and Payment

- a) Full payment becomes immediately due, provided any of these conditions are met:
  - i. You receive notification of successful repair completion.
  - ii. You request your device be returned to you (regardless of its repair status).

#### Other Considerations:

- a. Devices will not be released until payment is made in full.
- b. Outstanding balances may be subject to holding fees and interest charges.

# **4** Range and Scope of Warranties

#### a) Standard Repair Warranty:

- i. All repairs are covered by our 90-day warranty on all parts and labour.
- ii. Excludes coverage for accidental damage and device misuse arising from customer handling and usage of the repaired device.
- iii. Is generally the accepted warranty under which all our services are covered.

#### b) Limited Warranty:

Supersedes all other warranties and applies only in cases where:

- i. Device access codes are not provided by the customer prior to commencement of the repair process. Device access codes or passwords may be required by our technicians to ensure their work has been completed properly and that your device retains its expected functionality.
- ii. Time constraints for proposed repair completion are imposed by the customer or an agreed upon faster than normal turn around prevents or disqualifies our ability to adequately test a device upon which repair work has been performed.

#### c) Extended Warranty:

- i. May be requested by or offered to our customers to further extend or enhance our standard warranty coverage.
- ii. An extended warranty (if available) extends our Standard Warranty to a period of up to 1 year and may be expanded to protect your repaired device against accidental damage and mishandling while in use by the customer.

# **5** Replacement Parts

- a. Repairs may involve the use of new, refurbished, or third-party components.
- b. Customers will be advised in the case of third-party, used, or refurbished components.

## 6 Ownership & Disposal

- a. Uncollected devices (90+ days) are deemed abandoned and may be sold or recycled.
- b. Only if requested, proof of ownership must be provided by the customer prior to service.

#### Accepted as proof of ownership:

- a. Device unlocking PIN, Pattern, Password, Face ID.
- b. Personally identifiable photo in device memory or storage.
- c. You are a returning customer with whom we have a prior device repair or service history.
- d. Original Point of Sale purchase receipt.

### 7 Limitations

- a. The manufacturer of your device may have implemented features which discourage repairs or restrict our ability to service your device.
- b. Certain imposed restrictions may prevent complete restoration of your device's original functionality.
- c. We will do our best to advise you of known repair restrictions and risks, but be aware that some issues could be irreparable.

### 8 Cancellations and Returns

#### a) Customer Curiosity Grace Period:

Repairs can be cancelled free of charge if your request is made within the same business day, our customer curiosity grace period. In this case you will be given a **100% refund** of any deposits and down payments made towards the device repair.

#### b) Cancellations Outside Grace Period:

A full refund may not be available if your cancellation request falls outside of our customer curiosity grace period or if efforts to identify your device or access its condition have already been undertaken by our staff. In this case you will be refunded all deposits and down payments made towards the device repair (less processing or administrative fee). This amount not to exceed 10% of the deposit total.

## 9 Pricing and Estimates

- a. All repair estimates are provided free of charge.
- b. Final pricing will not exceed the approved estimate without your consent.
- c. You will be contacted before any additional work is performed.

# **10** Repair Timelines

- a. Standard repairs (parts in stock or no parts required) are typically completed within 24 hours.
- b. Complex repairs or repairs requiring parts ordering may take up to 3 business days to complete.
- c. You will be notified if delays occur beyond our estimated completion time.
- d. Rush services available upon request (additional fees may apply).

# 11 Data and Privacy During Repair

- a. We may need to access your device to test functionality and ensure proper repair completion.
- b. We do not intentionally browse, copy, or retain personal data.
- c. Any temporary data access is destroyed upon repair completion.
- d. We strongly recommend backing up important data before service.

### 12 Customer Communication

- a. You will receive updates at key repair milestones.
- b. We will contact you using your preferred method (phone/email).
- c. You may request status updates at any time during the repair process.

#### **Security Notice:**

For your protection, repair status information will only be disclosed:

- i. In person to the customer who dropped off the device
- ii. All other inquiries (phone, email, text, authorized contacts, etc.) require providing your Work Order/Ticket Number for verification

#### **Contact Information**

#### **Techsmart Micro Systems**

Website: https://techsmartmicro.ca

For questions about these terms or to discuss your repair needs, please contact us through our website.

Last Updated: December 2024

This agreement constitutes the complete terms and conditions for repair services.