

# Tech!Espresso

Please read our terms below. Feel free to contact us if you have any questions.

## Our Best Efforts

"Tech!Espresso" will always use its best efforts to resolve customers technical problems in a professional, reasonable and timely manner, taking into consideration the circumstances and nature of the technical problems. Response times may be delayed due to research and inquiries, as may be necessary. "Tech!Espresso" does not assure that every request for technical support will be resolved. "Tech!Espresso" consultations constitute only advice and suggestions.

## Claim of Ownership

By agreeing to these terms, you are claiming the computer is yours or you have permission to allow "Tech!Espresso" to perform work and claim the computer or any other items are not stolen or have contents/files of other unlawful acts.



## Terms of Cancellation Agreement

If you are unable to honour your scheduled appointment with us, we ask you to please contact our office immediately.

Since appointments are in high demand, your prompt cancellation will give another customer the opportunity to schedule our technician for services required.

You may cancel your scheduled appointment with "Tech!Espresso" by clicking the "Cancel Appointment" button within your confirmation eMail. You can also contact us by phone at 587-333-8636 to speak with our reception or to leave a message at any time with your name and phone number, and the appointment date and time.

Appointments that are not cancelled at least one hour prior to your scheduled appointment will be subject to a \$44 fee due to the loss of another potential appointment. To reschedule your appointment, please visit [techespresso.ca](http://techespresso.ca) or contact us at 587-333-8636.

# Service Terms and Conditions

Technical problems may be a result of software or hardware failure, corruption or user error and may not be correctable. "Tech!Espresso" reserves the right to refrain from providing any or all services ordered and refund your payment if reasonable minus any labor, parts, or any other charges that may apply or occur, wholly or in part, if minimum system requirements are not met or if technical conditions or customer requirements are unusual, extensive, or beyond the scope of this service agreement or beyond the technicians control as reasonably determined by "Tech!Espresso". "Tech!Espresso" will never share anything they may find or come across on a customer's computer/hard drive with illegal content unless forced upon by law enforcement.

You understand and agree that prior to contacting or allowing "Tech!Espresso" to perform diagnostic repair or any other services on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives. You acknowledge and agree that "Tech!Espresso" shall not be responsible under any circumstance for any loss or corruption of data and/or software or hardware or any other parts as well as CD's/DVD's etc. You also acknowledge if a System Reinstallation occurs, you will lose all files on your hard drive unless they have been backed up prior, or if recoverable, backed up by "Tech!Espresso" upon request. You agree to pay fees in accordance with "Tech!Espresso" rates and policies. Any computer or other computer related items, such as, software, hardware, monitors, computers, towers, laptops, not picked up or any unpaid fees that are due that go beyond 30 days, you give "Tech!Espresso" the right to take ownership of any and all said items. If you agree to have computer hardware or components recycled by the "Tech!Espresso" technician, you acknowledge that they will be non-recoverable as soon as they are removed the worksite.

By agreeing to these terms, you agree to pay "Tech!Espresso" in full for products and services rendered. Failure to pay will result in legal actions in which you agree to pay for all legal costs, including all collection fees incurred by "Tech!Espresso" to obtain payment. Any check not honoured upon presentation to a bank will incur a \$20 NSF fee each time it is presented to a bank or whatever maximum is allowed by law, whichever is greater. All sales are final.

"Tech!Espresso" will not be held responsible for any problems arising from third party software installed on your computer by our technicians, you, or other third party. "Tech!Espresso" will not be held liable for lost data due to hardware failure, virus, spyware, corruption or any other situation. If any problems with third party software or hardware arise, it is your responsibility to obtain support from the manufacturer of the product at fault. Under no circumstances shall "Tech!Espresso" be liable to you or any other person for any damages, including without limitation any indirect, incidental, special or consequential damages, expenses costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to the services provided by "Tech!Espresso" or out of the installation, de-installation, use of, or inability to use your computer equipment, hardware, peripherals, or the network as a result of the services provided hereunder. "Tech!Espresso" shall not be liable for any failure or delay in performance due to any cause. If "Tech!Espresso" ability to render services is impaired by your failure to cooperate or circumstances beyond the control of "Tech!Espresso", "Tech!Espresso" may choose not to provide services.

By agreeing to these terms, you will agree to release and hold harmless "Tech!Espresso" from and against any loss, liability, or damage, including without limitation, any indirect, incidental, special or consequential damages, expense, costs, profits, lost savings or earnings or liability that you, the owner, or lessee may suffer arising out of, or related to, the services provided by "Tech!Espresso" and all of their employees. This includes but is not limited to marks or scratches on the inner or outer surfaces of the computer, data loss or lack of function in any component or element of your computer system and/or peripherals as a result of "Tech!Espresso" actions or the actions of its agents, partners, and/or third-party service providers. You agree that "Tech!Espresso" total liability for damages related to its provision of services is limited to the total amount you pay for such services, and you release "Tech!Espresso" from liability for any indirect, incidental, special, or consequential damages.