

ALWAYS AVAILABLE MOBILE MAC REPAIR

WORK AUTHORIZATION AND WAIVER OF LIABILITY

I, _____ (Customer/You) grant permission to Always Available Mobile Mac Repair and its subcontractors (AA Mobile Mac/We) to perform any action deemed necessary in an attempt to repair my computer. Furthermore, I release AA Mobile Mac from any liability for any data loss which may occur, or component failures occurring during attempted repair, testing, or at any other time. AA Mobile Mac is not responsible for loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after computer service. I also release AA Mobile Mac from liability associated with any hardware, diskettes, or other media sent in connection with this waiver.

ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF ANY AA MOBILE MAC REPAIR ACTION (OR INACTION) ARE HEREBY EXPRESSLY WAIVED.

Payment: I understand that payment is due in full at the time of service and unless specified in writing on the work order, and that charges are binding whether service is successful or not. If the Customer is unsatisfied with any of the repairs or service, the Customer must notify AA Mobile Mac before he/she leaves the premises. The Customer acknowledges that there is a \$30.00 fee for any returned business checks. Current hourly fee for service during regular business hours — between 9am and 5pm, Monday through Friday (excluding holidays) — is \$125 per hour for the first hour, and \$75 an hour for each additional hour. There is a 1 hour minimum. Subsequent hours will be pro-rated in 15 minute increments. Service outside of regular business hours may be subject to an additional fee. All rates will be stated and agreed to in writing by Customer and AA Mobile Mac prior to AA Mobile Mac performing any work.

Estimated Completion Time: AA Mobile Mac will provide an estimated completion time for repair/install. Unforeseen circumstances may have an impact on AA Mobile Mac's ability to complete the repair(s) as provided in the estimate. Customer understands that repairs/installs may take longer if parts/software must be ordered, and or system was dropped and/or spillage occurred to computer prior to Customer retaining AA Mobile Mac. Customer agrees that AA Mobile Mac will be held free and harmless for computers picked up or requested to be dropped off before completion by AA Mobile Mac due to Customer's need for computer returned before completion of repair.

Hardware Replacement: Any old parts/hardware will be returned to Customer upon completion of repair. Customer understands that repair replacement parts may be new, used, and/or refurbished.

Impact of Upgrades: It is Customer's responsibility to understand the impact of upgrades to the operating system, applications and utility software. Such upgrades can lead to incompatibilities and the possible loss of data. Computer hardware and software work together and incompatibility may not become apparent until a later date. Customer is responsible for contacting the manufacturer of software and or hardware regarding compatibility issues before requesting any upgrades.

Liability: Any time a computer is accessed, there is risk of damage including, but not limited to, permanent loss of data or programs, and total loss of function of the computer. This risk is increased when the computer has been infected with viruses, worms, or other malicious software. AA Mobile Mac's liability for damage to Customer's computer is limited only to any damage which is determined to be caused by AA Mobile Mac's negligent acts or negligent omissions. AA Mobile Mac's liability for repairs is limited to the total price of the repairs. Be aware that certain repairs, including but not limited to virus and spyware removal, may damage software and/or data installed on Customer's computer. This is to be expected and may require the re-installation of the operating system, programs, and data at an additional cost.

Loss of Data: Data is the most important part of a computer system because it is often irreplaceable. Due to the process of repair, data may get damaged or at worst, deleted. AA Mobile Mac is not responsible for the loss of any data which may occur while performing work on Customer's computer. Customer is responsible for backing up your own data. You may request that AA Mobile Mac back up Your data for you at the stated price; however, We do not guarantee any backup.

Data Recovery: If data recovery service is requested, You understand that, even if the data is successfully recovered, there is a possibility that individual files and directories on the disk may still be inaccessible due to wear and tear of damaged, malfunctioning, and/or old media.

Privacy: AA Mobile Mac will not browse through your hard drive looking at your data; however, We may inadvertently see data during the course of our work. Please remove any personal or private files you do not want others to see.

Scope of Work: AA Mobile Mac will only perform the work agreed upon. Customer must authorize, either in writing or via an authorized email address, any additional work which may be required.

Ownership: Customer must own or be an authorized agent thereof the computer for which repairs are requested. AA Mobile Mac will return the computer only to its owner or authorized agent when the repair(s) are complete. Customer must own and demonstrate ownership of any software that is to be installed or re-installed on your computer by AA Mobile Mac by providing the original Software CDs and the appropriate keys and/or serial numbers. AA Mobile Mac is not responsible if client does not have original software CD/DVD ROMs, and client will be charged if software licenses are necessary.

Right to Refuse: In its sole discretion, AA Mobile Mac reserves the right to refuse work that it believes is beyond the scope of its ability or for other good cause.

Abandonment: If Customer's hardware is being repaired at our facility and we are unable to reach You after thirty (30) days of when requested service is complete, we will treat Your equipment as abandoned. You agree to hold AA Mobile Mac harmless for any damage or claim for the abandoned property. Any and all charges are still your responsibility.

Warranty: AA Mobile Mac makes no warranty or guarantee as to the success of its attempts. We will demonstrate that the repair is complete at the time you pick up or we drop off your computer.

Please initial the following if you agree.

_____ I certify that I am the expressed owner of the computer system described on the work order. In the event that I am found not to be the true expressed owner of this computer system, I assume all liability for any claim made as the result of the technical support rendered by AA Mobile Mac on this computer system, including those claims which assert negligence on the part of AA Mobile Mac.

_____ I understand that AA Mobile Mac is not an authorized service dealer, and that technical support rendered by AA Mobile Mac may void manufacturer warranties for this computer system. AA Mobile Mac does not assume any liability or warranty in the event that the manufacturer warranties are voided. Further, I agree to release, indemnify, and hold harmless AA Mobile Mac from liability for any claims or damages of any kind or description that may arise from any computer work performed on my computer.

_____ I understand that AA Mobile Mac offers no verbal or written warranty, either expressed or implied, regarding the success of this technical support.

_____ I expressly waive all claims against AA Mobile Mac or any damages to this computer system or data that are incidental to the technical support rendered by AA Mobile Mac.

_____ I fully understand that I, the owner of this computer, have backed up all information on the hard disk in which I want to preserve. I also understand that AA Mobile Mac is not responsible for any lost data, and waive any legal action against this company. I understand that the data on this computer is not the responsibility of AA Mobile Mac, and may be lost during the repair process without my prior knowledge.

_____ I understand that AA Mobile Mac will assume ownership of items not claimed within 30 calendar days of the third notification attempt. I also understand that AA Mobile Mac will place a mechanics lien to cover any cost incurred to AA Mobile Mac after said period of time.

_____ I understand that as a result of submitting my personal computer for repair that it could be subject to loss, theft, damage, or data loss.

MY SIGNATURE BELOW CONFIRMS THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Printed Name: _____ Company Name: _____

Signature: _____ Date: _____

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