

# **YY Computer LLC.**

## **Repair Terms & Conditions**

*These Terms & Conditions govern the service of your product by YY Computer LLC. ("YYC"). By accessing or using our services you agree to be bound by these Terms.*

### **1. Services**

For service orders, YY Computer (YYC) will service your product as described to you for the estimated charges stated, unless such charges are revised with your prior oral or written consent. Unless otherwise stated, YYC will provide repair or replacement services to address a defect in the materials or workmanship of a product. Service is not available for issues caused by failure of or incompatibilities with any software or data residing or recorded on your product.

#### **1.1 Subcontractors**

YYC may outsource with other service providers for the service of your product.

### **2. Parts and Labor**

YYC may provide both parts and labor, but may direct that you replace certain readily installable parts yourself in some cases. In servicing your product, YYC may use parts or products that are new or refurbished and equivalent to new in performance and reliability. YYC may retain the replaced part or product that is exchanged during service for disposal purposes as some components are deemed hazardous

#### **2.1 Typographical Errors**

YYC is not responsible for typographical errors. YYC reserves the right to cancel any order you have placed if there was a typographical error concerning the pricing or availability of any item you ordered when you placed the order.

#### **2.2 Cancellation**

Upon acceptance of a service order, YYC initiates service and consequently a service order may not be cancelled and you cannot withdraw from the contract.

### **3. Your Responsibility**

It is your responsibility to backup all existing data, software, and programs, and to erase all existing data before receiving services. YYC is not responsible for loss, recovery, or compromise of data, programs or loss of use of equipment arising out of the services provided by YYC. You represent that your product does not contain illegal files or data.

3.1. If service involves transferring information or installing software, you represent that you have the legal right to copy the information and agree to the terms of the software license, and you authorize YYC to transfer the information and accept such terms on your behalf in performing the service.

### **4. Payment & Pickup**

Terms of payment are within YY Computer's sole discretion, and unless otherwise agreed to by YYC, full payment must be received prior to YYC's process of an order.

#### **4.1. Payment Methods**

YYC allows you to make purchases or place orders using credit, debit or cash, or some other prearranged payment method unless YYC has agreed to some other credit terms. When you provide YYC with your card information, YYC will obtain a pre-approval from the card company for the amount of the order, which may result in a corresponding block on your available credit while the pre-approval remains in place. YYC will not bill your credit card or process a transaction under your debit or check card until your order is processed. YYC may not be able to accept credit, debit, or check cards associated with a billing address outside of the country site. Debit cards and check cards may have daily spending limits that could delay the processing of your order substantially. YYC requires the credit, debit, or check card security code for your card to protect against the unauthorized use of your credit card by other persons. The security code is an individual three or four digit number specific to your card that may be printed on the face of your card above the embossed account, or on the back of your card, on the signature panel.

## **4.2. Pickup**

Unless you provide alternative instructions, If you have not claimed your product and paid all charges due within sixty (60) days after being notified by us that your product has been serviced and all attempts to contact you have failed, YYC may dispose of your product in accordance with applicable provisions of law, and, specifically, may sell your product at a private or public sale to pay for any outstanding service performed. YYC reserves its statutory and any other lawful liens for unpaid charges.

## **5. Service Warranty**

For all service orders, YYC warrants to the extent permitted by law that (1) services performed will conform to their description for ninety (90) days from the date of service, (2) except for otherwise stated in work-order description, all parts or products used in repair service will be free from defects in materials and workmanship for ninety (90) days from the date of service. This warranty is an express limited warranty. If nonconforming service is provided or a defect arises in a replacement part or product during the applicable warranty period, YYC will to the extent permitted by applicable law at its option, either (a) re-perform services to conform to their description (b) repair or replace the part or product, using parts or products that are new or equivalent to new in performance and reliability, or (c) refund the sums paid to YYC for service minus diagnostic fee

### **5.1 Disclaimer of Warranty**

TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES, CONDITIONS AND REMEDIES SET OUT IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, YYC SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL STATUTORY AND IMPLIED WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS AND REPRESENTATIONS RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, CARE, SKILL OR FITNESS FOR A PARTICULAR PURPOSE.

### **5.2 Limitation of Liability**

IF YOU ARE A CONSUMER, YOU MAY HAVE CERTAIN ADDITIONAL RIGHTS WITH REGARD TO SERVICES AND PRODUCTS PROVIDED UNDER THIS AGREEMENT. PLEASE REFER TO YOUR LOCAL CONSUMER AUTHORITY FOR MORE INFORMATION ABOUT YOUR RIGHTS. IF NOT COVERED BY THESE RIGHTS, YYC DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST, CORRUPTED, OR COMPROMISED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, YYC WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, YYC IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT OF YOUR ORDER. IN CONSUMER CASES, THE LIABILITY FOR (1) PERSONAL DEATH AND INJURY AND (2) FRAUD MAY BE WIDER THAN NEGLIGENCE CAUSED LOSS AND IN SUCH CASES YYC DOES NOT SEEK TO EXCLUDE THIS LIABILITY

## **6. Complete Agreement**

This Agreement governs service transactions accepted by YYC. No other oral or written terms or conditions apply. YYC does not authorize any variance or modification of this Agreement. YYC is not responsible for any failures or delays in performing service or delivering your product or a replacement product that are due to events outside YYC's reasonable control.

## **7. Terms & Conditions changes**

YYC reserves the right to make changes this Agreement including but not limit to its products and services at any time, without notice. The information provided online with respect to products and services may be out of date, and YYC makes no commitment to update the information provided online with respect to such products and services