



## Terms & Conditions

We endeavor to provide the best possible service using the skills and knowledge that we have acquired over many years of commercial Mac support experience. For legal reasons it is necessary to state that all work carried out by MacEmergency is under full understanding of the following terms and conditions:

1. No liability can be accepted for equipment, parts, data and/or media whilst in the possession of MacEmergency. We will, of course, take the very best possible care of the above wherever possible.
2. If possible, the first thing you should do at the initial signs of trouble is to back up all your data. All work is performed on the understanding that all data on systems worked on by MacEmergency has been previously backed up to separate media (tape, DVD, hard disk, etc). No liability can be accepted for data loss of any kind. We can, of course, provide a reliable backup of data prior to any work being carried out.
3. On site visits incur a minimum charge of a half hour at the appropriate set rate.
4. All equipment, parts, data and/or media remain the property of MacEmergency until the invoice is settled in full. Such equipment, parts, data and/or media may be removed by MacEmergency or an agent of the company if the invoice has yet to be settled in adequate time.
5. No compensation can be made for any delay or rescheduling. Of course, we will always do our very best to be punctual.
6. All information on the site is subject to changes. No warranties implied or otherwise are made regarding the suitability of the information provided on this site. We will not be liable for special, incidental, consequential, indirect or other similar damages arising from the transfer, storage, or use of the information stored herein. We are usually mobile phone-enabled, and regularly check email and voicemail messages. Calls received out of hours will usually go to voicemail unless an alternative method of direct contact is pre-arranged. Otherwise, all messages will be picked up during the working day, and you may be contacted over the next available business day in response to any query.
8. **PAYMENT PERIOD:** On completion of work, an engineer will provide the client with a Service Report detailing the services and work carried out. On signing this form, the customer is agreeing to the satisfactory completion of work within the detailed time frame. Full payment must be received & cleared within thirty (14) days from the date of invoice unless mutually agreed otherwise.
9. **INTEREST ON LATE PAYMENT:** We understand and will exercise our statutory right to claim interest at 8% above the Bank of England base rate and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed Payment Period terms.
10. **PRIVACY POLICY:** MacEmergency may use your personal information only as an aid to good customer service. We will not provide your details to any other person or organization. Your email address will be used by MacEmergency to keep you posted about things that we think will interest you if agreed by you. We will try to make sure that we only email you about items of interest and you can elect at any time not to receive emails from us. Please also see our privacy statement on our website.
11. **NOTIFICATION OF QUERIES & COMPLAINTS:** Notification of queries and/or complaints must be notified to the supplier verbally or in writing within seven (7) days of receipt of the goods or services and/or invoice: whichever is the latter.
12. **LAW:** The construction, validity and performance of this agreement shall be governed by English Law
13. **TERMS:** We reserve the right to modify the terms and conditions at anytime. E&OE

## Data Privacy Confidentiality Statement

In an age of identity theft and special regulatory data management needs, MacEmergency is committed to being a secure and confidential data recovery provider to all customers. Our processes, facilities, and equipment ensure the privacy and confidentiality of each and every customer's data. We will ensure the structural integrity of recovered files. MacEmergency has a security policy and process that we audit continuously. Needless to say, we take your information security very seriously.

No matter if you're an individual user with some very private data documents and digital pictures or a financial institution with the highest concern about confidentiality and security, confidentiality should be a very important factor. With MacEmergency, you can rest assured that your information and data will be kept as secure and confidential as possible. Our confidentiality policy is based on the following:

- Data will be returned to registered account owner only (spouse, family members or children cannot request data)
- Only the recovery engineer and direct shift managers have access to recovered data.
- Recovered data is kept on secured servers (sometimes in encrypted containers)
- Files, documents, and data content will never be opened or viewed by MacEmergency employees unless absolutely necessary.
- Under no circumstances will data be released to third parties.
- All backup copies of recovered data will be automatically purged from servers within 14 days of account closing (or sooner at customer request).
- We can draft or accommodate your own legal departments' confidentiality agreements in most cases.
- Shipped data can only be signed for by the specified individual.

## **Disclaimer of warranty and limitation of liability**

Our services are provided "as is," without warranty of any kind, either expressed or implied, including without limitation to any warranty for information, services, or products provided through or in connection with the service, including without limitation to any results obtained through the service. Specifically, MacEmergency disclaims any and all warranties, including without limitation:

- 1) Any warranties concerning the availability, accuracy, or content of information, products, or services; and
- 2) That you agree that use of the service is entirely at your own risk.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction, unauthorized access to, alteration of, or use of record, whether for breach of contract, negligence, or under any other cause of action. You specifically acknowledge that MacEmergency is not liable for the defamatory, offensive, or illegal conduct of other users or third parties and that the risk of injury from the foregoing is entirely your responsibility.

MacEmergency, its owner(s), hosting company, or anyone else affiliated in any way to MacEmergency shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of use of the service or inability to gain access to or use the service or out of any breach of any warranty. You hereby acknowledge that the provisions of this section shall apply to all content on the service.

You agree to indemnify and hold MacEmergency, its owner(s), and any of its affiliates harmless from any dispute which may arise from a breach of terms of this agreement. You agree to hold MacEmergency harmless from any claims and expenses, including reasonable legal fees and court costs, related to customer's violation of this agreement, including the terms of service or any content placed on the service by you.

## **The MacEmergency Web Site (<http://www.macemergency.co.uk>)**

By entering and/or navigating through this Web site, you expressly agree to be bound by this agreement. The information and the resources contained on and accessible through this Web site and its servers are made available by MacEmergency, and are subject to your agreement to the terms and conditions expressed here.

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Please note:

Not all data loss situations are recoverable and not all data recoveries are successful, regardless of the company or method used. The author(s) of all content and documentation found on this website and its servers are not responsible for any direct or consequential losses due to the use of the information contained herein.

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If you have any query or require further information please contact us on 0844 5865 855 or 07017 621 855