

**Phoenix Unlimited LLC. DBA PhoenixiTek.com  
(Henceforth referred to as PhoenixiTek)**

**WORK AUTHORIZATION AND WAIVER OF LIABILITY**

I, \_\_\_\_\_ grant permission to PhoenixiTek to perform any action deemed necessary in an attempt to repair my computer. Furthermore, I release PhoenixiTek from any liability for any data loss which may occur, or component failures occurring during attempted repair, testing, or at any other time. PhoenixiTek 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 PhoenixiTek 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 PhoenixiTek 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 the technician before he/she leaves the premises. The client acknowledges that there is a \$30.00 fee for any returned business checks. If PhoenixiTek is asked to perform repair work on-site or remotely that there will be a separate charge. Please request fee schedule. Current hourly fee is \$75.00.

**Estimated Completion Time:** PhoenixiTek will provide an estimated completion time for your repair/install. Please call before you come in to pick up your equipment or to schedule a drop off. Unforeseen circumstances may have an impact on our ability to complete the repair(s) as provided in the estimate. I understand that most repairs take from between 1 to 5 days, sometimes longer. Longer if parts/software must be ordered, and or system was dropped and/or spillage occurred to computer prior to client bringing system to PhoenixiTek. I agree that PhoenixiTek will be held free and harmless for computers picked up or requested to be dropped off before completion by PhoenixiTek due to clients need for computer returned before completion of repair.

**Hardware Replacement:** Any old parts/hardware will be returned to you when you pick up your computer. I understand that repair replacement parts may be new, used, and/or refurbished.

**Impact of Upgrades:** Please be advised that it is your 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. You are responsible for contacting the manufacturer of your software and or hardware regarding compatibility issues before you request 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. PhoenixiTek liability for damage to your computer is limited only to any damage which is determined to be caused by PhoenixiTek negligent acts or negligent omissions. Our 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 your computer. This is to be expected and may require the re-installation of your 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. PhoenixiTek is not responsible for the loss of any data which may occur while performing work on your computer. You are responsible for backing up your own data. You may request that PhoenixiTek 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, I 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:** Our Technicians will not browse through your hard drive looking at your data; however, they may inadvertently see data during the course of their work. Please remove any personal or private files you do not want others to see.

**Scope of Work:** PhoenixiTek will only perform the work agreed upon when you bring your computer in for repair. You must authorize, either in writing or via an authorized email address, any additional work which may be required.

**Ownership:** You must own or be an authorized agent thereof the computer that you bring in for repair(s). WS Computer Repair will return the computer only to its owner or authorized agent when the repair(s) are complete. You must own and demonstrate ownership of any software that is to be installed or re-installed on your computer by PhoenixiTek by bringing in the original Software CDs and the appropriate keys and/or serial numbers. PhoenixiTek 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, PhoenixiTek reserves the right to refuse work that it believes is beyond the scope of its ability or for other good cause.

**Abandonment:** If you do not pick up your equipment within thirty (30) days after we notify you that the requested service is complete, we will treat your equipment as abandoned. You agree to hold PhoenixiTek harmless for any damage or claim for the abandoned property. Any and all charges are still your responsibility.

**Warranty:** PhoenixiTek 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 PhoenixiTek on this computer system, including those claims which assert negligence on the part of PhoenixiTek.

\_\_\_\_\_ I understand that PhoenixiTek is not an authorized service dealer, and that technical support rendered by PhoenixiTek may void manufacturer warranties for this computer system. PhoenixiTek 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 PhoenixiTek 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 PhoenixiTek offers no verbal or written warranty, either expressed or implied, regarding the success of this technical support.

\_\_\_\_\_ I expressly waive all claims against PhoenixiTek or any damages to this computer system or data that are incidental to the technical support rendered by PhoenixiTek.

\_\_\_\_\_ 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 PhoenixiTek 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 PhoenixiTek, and may be lost during the repair process without my prior knowledge.

\_\_\_\_\_ I understand that PhoenixiTek will assume ownership of items not claimed within 30 calendar days of the third notification attempt. I also understand that PhoenixiTek will place a mechanics lean to cover any cost incurred to PhoenixiTek 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: \_\_\_\_\_