

# **Easy4u Service Terms and Conditions for Computer Equipment Purchase** Version 01/25

THESE TERMS AND CONDITIONS ("EASY4U PURCHASE TERMS") APPLY TO PURCHASE OF COMPUTER EQUIPMENT BUT ARE SUBJECT TO THE CTS EASY4U GENERAL TERMS AND CONDITIONS AND DO NOT REPLACE OR REDUCE YOUR STATUTORY RIGHTS AS A CONSUMER WHICH ARE EXPLAINED IN THE CTS EASY4U GENERAL TERMS AND CONDITIONS.

# 1. Service on your purchase laptop

Class Technology Solutions (CTS) guarantees quality products and good service. Obviously, accidents will happen, especially during intensive use at school. The special education laptops supplied by CTS (Computer Equipment) are, as any electronic device, damage sensitive. The cost of repairs of Computer Equipment can be very disheartening. Most contents insurance policies provide very limited compensation or no compensation at all for user damage to a laptop or tablet. The Easy4u subscription solves this problem and offers convenience and security for your Computer Equipment.

#### 1.1 Loan Computer Equipment and repair

CTS's service aims to unburden the student and parent/carer in the event of faulty or damaged Computer Equipment. Loan Computer Equipment from CTS is available at school. The student hands in the defective Computer Equipment and can immediately continue working on a loan device. CTS takes care of repair or replacement, allowing the learning process to be continued undisturbed. In addition, we may have made special service agreements with your school, in which case you will usually be informed by the school. If you are not (or no longer) at a school partnering with Easy4u, we offer you home service. Please contact our customer service department for more information.

If your Computer Equipment no longer works properly, we will repair the Computer Equipment. CTS has its own repair centre and service organisation. You may therefore not have your Computer Equipment repaired elsewhere. Repairs under warranty are free of charge. Costs apply in the event of **User Damage** (see point 1.3). Examples of User Damage include impact damage or damage caused by dropping the laptop, connector ports that have been pushed in or are broken, moisture and liquid damage caused by water, coffee, tea, soft drinks or rain, and fire or short circuit damage. A list and applicable conditions can be found under **point 6**.

Your Insurance cover may be impaired and our services under the Easy4u subscription will lapse if you carry out maintenance on the Computer Equipment or open or repair it yourself, or instruct a third party to do so, without CTS's prior consent. You can submit your repair request to CTS at the school's CTS service desk, via your Easy4u account or through CTS's customer service. CTS will handle all claims and any damage.

Repairs under warranty are free of charge. In the event of damage covered by your Insurance (see below for more information), CTS will handle the claim and damage with the relevant insurer on your behalf. CTS charges a customer contribution ("Personal Contribution") of £50 per incident for this. If the Easy4u Insurance includes an excess, CTS will not charge you this Personal Contribution. This way, your financial risk for User Damage or Theft, as stated at 6.1 and 6.2, will always be limited to £50 per incident. A number of examples of User Damage are provided at 6.1. CTS's services under the Easy4u subscription do not affect your rights under the statutory warranty.

If you did not take out Insurance when you purchased the Computer Equipment, or if your User Damage or Theft is not covered by the Insurance (see 1.3 for more information), you will receive a quote stating the full costs of repair or replacement. This quote includes the Personal Contribution, which will not be charged separately by CTS.

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#### 1.2 Service on your battery

You can expect the battery to function properly for at least 12 months once you start using your purchase Computer Equipment. The battery will eventually wear out; how fast it will wear out depends on how it is used. If the battery breaks down within the first 12 months, we will replace it with a new one free of charge. After this, you will be responsible for the cost of a new battery. If you have an extended battery warranty, we will replace your battery free of charge if it has less than 60% of the charging capacity or if it fails completely during the term of your Easy4u subscription. The conditions and measuring method can be found under **point 7**.

#### 1.3 Easy4u Computer Insurance

If you have chosen to purchase the Easy4u Computer Insurance (Insurance) as part of your Easy4u subscription at the time of ordering, the following shall apply. The Insurance applies between the insurer and you as the policyholder, and your Computer Equipment is the insured object. CTS handles any claims. This means that under your Insurance cover, CTS will repair your Computer Equipment during the term of your Easy4u subscription in the event of User Damage. A non-exhaustive list of what is defined as User Damage and the procedure for handling related claims can be found under point 6.1.

- If your Insurance covers User Damage, CTS shall provide repair or replacement in accordance with the terms and conditions of your Insurance.
- If you have **not** taken out Insurance or the Insurance does not cover your User Damage, you will receive a quote for the full cost of repair or replacement from CTS.
- You must submit a claim with an insurance company other than the Easy4u Computer Insurance yourself.

#### 1.4 CTS is your point of contact

You can follow the status of the repair of the Computer Equipment you have purchased through our service portal at **www.easy4u.school**. We will automatically keep you informed by email and/or SMS during the repair of the Computer Equipment. If we observe any damage or defects to the Computer Equipment (if you have Insurance, this damage or defects shall be considered the result of User Damage), you will receive a quote and payment option in advance.

If you have the Computer Equipment repaired, you will be notified once it has been repaired and whether it can be collected or delivered at home. If you have any questions, please contact our customer service on <a href="mailto:info@easy4u.school">info@easy4u.school</a> or +44 33 08080119. In all cases, CTS is your point of contact for the delivery and repair of your laptop.

#### 2. Which Service Terms and Conditions apply?

Your Easy4u subscription is subject to CTS's Easy4u General Terms and Conditions and these Easy4u Purchase Terms. In the event of any conflicting terms, the order of priority is these Easy4u Purchase terms and then the CTS Easy4u General Terms and Conditions.

If you have taken out Computer Insurance, the terms and conditions of MS Amlin's Easy4u Computer Insurance apply. If there are any discrepancies between the terms and conditions of the Easy4u Computer Insurance and our General Terms and Conditions or these Purchase Service Terms and Conditions, the terms and conditions of the Easy4u Computer Insurance will prevail.

- For service with respect to the supplied Computer Equipment, the ICT department at the school location is your first point of contact, unless otherwise agreed with you or the educational institution;
- If you would like to contact us, the telephone support and repair service only applies to the hardware supplied or supported by us;



- In the event of a defect in the Computer Equipment, the CTS service centre will make a diagnosis:
  - In case of User Damage covered by your Insurance, CTS will send you an email with the diagnosis and a quote for the deductible in accordance with the terms and conditions of your Insurance;
  - If the User Damage is not covered by the Insurance, or if you do not have Easy4u Computer Insurance, you will receive a quote for the full cost of the repair;
  - In both cases, if you do not agree to the repair (costs) or the deductible within 10 working days after the date of the email and do not respond to reminders from CTS, CTS reserves the right to return the Computer Equipment without repair.
- After replacement or repair, the old or defective part or battery becomes the property of CTS without your being able to claim any compensation;
- In the event of repairs, CTS shall, subject to exceptions stated herein, offer replacement (loan) Computer Equipment through the educational institution.

# 3. The right to service and loan Computer Equipment expires

- When the serial number on your laptop has been removed or changed;
- In case of defects caused by faulty installation after external repair work or use in violation of electrical regulations or generally applicable technical standards;
- If the supplied product is used for purposes other than the intended use, or otherwise has been handled or maintained in an injudicious manner, in the opinion of CTS;
- In case of defects or problems caused by software that was not installed or supplied by CTS in the original configuration;
- In case of damage to the Computer Equipment that was intentionally inflicted, or which was caused by gross negligence on your part, or in case of wilful damage;
- In the event that you do not agree with the repair (costs) or the deductible within 10 days after the service centre of CTS has sent you an email stating the diagnosis of the defects to the Computer Equipment and the repair costs associated with the remedy of the identified defects. In this case, the right to loan Computer Equipment shall expire. In this case, CTS reserves the right to collect the loan Computer Equipment or to limit its use by e.g. blocking Wi-Fi access.

#### 4. Limitation of liability

If you return the purchased Computer Equipment for repair, data may be partially or completely (irreparably) deleted or lost. Repair may require a laptop or Chromebook to be reset or to provide it with a new basic installation ('imaging' or a 'powerwash'). All data and settings will be lost as a result. You automatically give permission to cooperate in this reset procedure to ensure that your device functions properly.

MAKE SURE YOU ALWAYS HAVE AN <u>UP-TO-DATE BACKUP</u> OF YOUR DATA FILES BEFORE SUBMITTING THE COMPUTER EQUIPMENT FOR REPAIR!

WE DO NOT MAKE BACKUPS AND DO NOT STORE YOUR FILES.

Under no circumstance shall CTS be liable for damage resulting from the loss of any data recorded on magnetic and/or other data carriers. Neither shall CTS be liable for damage and consequential damage caused by theft of data, viruses, hacks or the deletion of any data or settings on the Computer Equipment, during the use or repair of CTS. Nor shall CTS be held liable for trading losses in any form whatsoever.

# 5. Privacy and security of data and personal data

From a privacy point of view, we do not view data on laptops submitted for repair and we may not store, send or backup any data in accordance with privacy legislation (GDPR). We record the (personal) data required to perform our services according to the Easy4u service plan. If you wish to access, modify or delete your personal data, please contact our customer service on info@easy4u.school or +44 33 08080119. Our current privacy statement can be viewed on our website under 'About us'.

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### 6. User Damage and Theft



#### 6.1 User Damage

The following situations are not covered by your Insurance and are considered **User Damage**; this means that in the event of User Damage, costs are associated with the repair of the Computer Equipment:

- Any sudden and unforeseen damage to the Computer Equipment as a result of external contingencies, including in any case: cracked screen, audio port, power connector, network ports or USB ports that have been pushed in or broken; cracks or defects in the housing of the Computer Equipment; liquid and/or traces of moisture (including water, coffee, tea and soft drinks); fire or short circuit damage originating inside the Computer Equipment and when more than 3 keys in the keyboard are missing. The following requirements shall apply in respect of the above:
  - The Computer Equipment has been used and cleaned in accordance with the manufacturer's instructions;
  - Repairs and maintenance shall be carried out by CTS or by third parties, or upon written instructions by and with the permission of CTS.
- Events resulting from natural disasters (including earthquakes and floods) and from wear and tear and other gradual deterioration;
- Cosmetic and aesthetic damage that does not affect the operation of the Computer Equipment, such as scratches, scrapes or dents;
- Events resulting from intent, recklessness and carelessness. In any case, this shall include the use and transport of the Computer Equipment without the supplied protective cover;
- Damage caused after the laptop has been loaned to another person by you;
- Damage and consequential damage caused by loss, theft, viruses, hacks or the deletion of data or settings on the Computer Equipment, whether or not as a result of repair by CTS;
- Accessories such as chargers, cases, and other peripherals are covered under the insurance policy, subject to an excess. These accessories are only covered for manufacturing defects within the first year of ownership under the manufacturer's warranty. Damage or loss outside of this warranty period is subject to the terms of the insurance policy.

If you have taken out Insurance, CTS will handle the claim for you with the insurer. CTS will charge you, on behalf of the insurer, any deductible under the terms of your Insurance. If the Insurance does not cover the User Damage or if you do not have Insurance, you will receive a quote for the full cost of repair or replacement.

# 6.2 Theft

Theft is only covered under the terms and conditions of your Insurance.

- In case of theft or loss due to violence, please report this to CTS. CTS will check whether your case is covered by the Insurance and will inform you accordingly by email.
- CTS will charge you, on behalf of the insurer, any deductible under the terms of your Insurance and handle the claim with the insurer on your behalf.
- You must notify us in writing of any Theft as soon as possible, but in any event within 48 hours of the incident, by sending an e-mail to info@easy4u.school, always including a formal police report.

Even if the theft is not covered by the insurance, we advise you to report the incident to the police at all times. Our customer service team can give you the serial number and model of your laptop for the police report. Stolen and fenced laptops are brought to us for repair every year: if the serial number is registered with the police and CTS as theft, we can return your stolen laptop to you. We also advise you to turn on location tracking, such as 'Find my device' in Windows, or ask the school's IT administrator whether they can remotely lock or erase your Equipment.



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## 7. Battery

- The battery forms part of the Computer Equipment and is subject to additional wear and tear, which is highly dependent on use. This is reflected in reduced capacity. Intensive use will cause the battery to wear out faster and lose capacity;
- We consider a battery to be defective or worn if it can no longer be recharged at all or if it has less than 60% (battery health) of its original charge capacity after a full charge, which is not a result of use of a defective charger, a non-original charger, or a defective part of the Computer Equipment (such as the charging port);
- If the battery still works but you suspect reduced capacity, you shall carry out a test and state the 'battery health' when submitting a service ticket with CTS. We do this in order to avoid disappointment, because the employee of the service desk will request this before issuing a loan laptop. You can use different objective tests depending on the brand and model, for example:
  - Turn the laptop on. Press F2 or F12 as soon as the factory logo appears. You will
    now enter the BIOS. Go to the General menu and to Battery Info. The status of
    your battery is shown. This method can differ per brand and type of laptop.
  - o In Windows 10 via: Windows key + X -\* start 'Windows PowerShell' -\* type 'powercfg /batteryreport' and view the generated report. It contains the factory capacity and the measured capacity. The battery health % is the division 'factory capacity / measured capacity'.
  - On a Chromebook, press 'ctrl-alt-t' and type 'battery\_test'. The battery health % is shown
  - If you need help with this, please email or call our customer service before returning the laptop.
- CTS determines whether a battery is worn out or not, and it does this by means of its own measurement with specialist Computer Equipment or software;
- CTS will replace the battery free of charge if, in the opinion of CTS and according to its measurement, the battery is defective or worn:
  - Within 12 months after commencement of the Easy4u purchase subscription, or within 12 months after installation of a replacement battery for which you have paid CTS; or
  - After these 12 months, <u>only if you have purchased an Extended Battery Warranty</u> <u>with the purchase agreement</u>;
- In all other cases of a worn or defective battery, you shall receive an email from CTS, quoting the market price for a new battery. If you do not agree to the quotation within 10 working days after the date of the email, CTS reserves the right to return the laptop without a new or repaired battery.
- In the event of indications of misuse of the Extended Battery Warranty by you, CTS may unilaterally terminate the Extended Battery Warranty with immediate effect. You may not prematurely terminate the Extended Battery Warranty: it shall always be valid for the entire term of the Easy4u subscription.

## 8. Complaints and Disputes

In some cases, CTS offers you the option of handing in or swapping your old laptop, Chromebook or tablet, which you bought from CTS at any time, in return for a one-off payment. CTS determines the amount of this payment in advance. CTS may set conditions regarding the old device (such as age, make/model, damage free) and will not approve acceptance of the old device until the moment that it is handed in. If CTS and you disagree about the payment or the quality or condition of the old device that is offered, CTS will not accept the old device and will therefore not pay you either. Not being able to hand in or swap an old device is not a valid reason to terminate the new purchase agreement.

If, after an old device has been handed in, it turns out you do not own this device, CTS will claim back the payment and may report the incident to the police.

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# 9. Complaints and Disputes

- Complaints regarding these Easy4u Purchase Terms and Conditions can be made in writing to the CTS Customer Service Department at info@easy4u.school, or by post: Class Technology Solutions, 14 Carfax, Frazer House, Horsham RH12 1DZ. We will respond to your complaint as soon as possible, but at the latest within 10 working days;
- The parties shall first make every effort to reach a solution before referring their case to a court of law.
- These terms are governed by English law, and you can bring related legal proceedings in the English courts. If you live in Scotland, you can bring related legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring related legal proceedings in either the Northern Irish or the English courts.

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