

Easy4u Terms of Service for Service Extensions

Version 01/26

Of: **Class Technology Solutions Ltd** also trading under the name of "Easy4u"
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Companies House number: 05683597 and FCA Reference Number: 948794
Contact: www.easy4u.school/faq

Hereinafter: **CTS / We / Us**,

ARTICLE 1 – APPLICABILITY AND CONCEPTS

- 1.1 These Terms of Service form part of the Agreement as referred to in the General Terms and Conditions of CTS (version 01/26). Capitalised terms have the same meanings as in the General Terms and Conditions, unless otherwise provided in these Terms of Service.
- 1.2 In the event of any conflict between these Terms of Service and the General Terms and Conditions, these Terms of Service shall prevail.
- 1.3 In addition, in these Terms of Service, the following definitions apply:

Carepack

A manufacturer-activated warranty or insurance linked to the Equipment that CTS may have activated for the purpose of providing the Easy4u service plan.

Customer Contribution

The fixed contribution of £50 (incl. VAT) that CTS may charge for handling damage claims covered under the Insurance or a Carepack unless the Insurer applies an excess.

Easy4u Service plan

The service plan that the Consumer has taken out at the time of ordering the Service Extension via the CTS Website, consisting of repair service, access to loan equipment (where available), claims handling, and the Insurance. The service applies to Equipment that the Consumer previously purchased from CTS or has taken ownership of following the expiry of a rental agreement.

Insurance

The Easy4u Computer Insurance from insurer MS Amlin, which is included with the Service Extension of the Easy4u service plan.

Student

The educational participant or student for whom the Equipment has been purchased and who actually uses the Equipment under the responsibility of the Consumer.

Theft

Loss of Equipment due to theft following break-in or violence, as further described in Article 7.

User Damage

Any sudden and unforeseen damage to the Equipment because of an external event, as further described in Article 6.



ARTICLE 2 – SERVICE ON YOUR EQUIPMENT

- 2.1 CTS guarantees quality products and good service. Especially given the intensive use at school, accidents can happen. The special education laptops, Chromebooks, and tablets that CTS provides (**Equipment**) are extra sturdy but remain susceptible to damage. The cost of repairing the Equipment can be very disappointing. The Easy4u service plan offers you peace of mind and security for your Equipment and, in most cases, limits your financial risk in the event of damage.
- 2.2 You already had Equipment with an Easy4u service plan, and this service plan including any insurance expired. If you had rented the Equipment, you have taken it over in accordance with the conditions of the Easy4u rental agreement and it has become your property. You want to continue using the Equipment and extend the Easy4u service. CTS offers you the option to take out a separate extension of the Easy4u service plan (**Service Extension**) for a specified period. During the Service Extension period, service and warranty continue as you were accustomed to (**excl. battery and accessories**), and your Equipment is insured for User Damage and Theft under the included Easy4u Computer Insurance.

ARTICLE 3 – LOAN EQUIPMENT AND REPAIR

- 3.1 CTS's service is aimed at unburdening the Consumer and Student in the event of defective or damaged Equipment. Schools with a CTS service point have loan equipment from CTS available. The Student returns the defective Equipment and can immediately continue working on the loan Equipment. CTS provides repair or replacement so that the learning process continues undisturbed. It is also possible that special service agreements have been made with your school, in which case you will usually be informed by the school.
- 3.2 If you or the Student are not (or no longer) at a school with a CTS service point, there is no loan Equipment available, but you can send the Equipment to us for repair. Please contact our customer service for this. You are responsible for the cost of insured shipping; the return shipment by CTS is free of charge. You register the repair via your account on www.easy4u.school. The conditions regarding conformity, Warranty, and your Insurance do not change if you are not (or no longer) at a school with a CTS service point.
- 3.3 Should your Equipment no longer function correctly, we will repair it. CTS has its own repair centre and service organisation for this purpose. Under the Easy4u service plan you may therefore not have the Equipment repaired yourself or by a third party. If you have the Equipment serviced, opened, or repaired by yourself or by a third party without CTS's prior permission, this may have negative consequences for your coverage under the Insurance and our service under the Easy4u service plan will lapse. You can register your repair with CTS through the CTS service point at school, through your [Easy4u.school](http://www.easy4u.school) account or through CTS customer service. CTS handles all claims and any damage.
- 3.4 When repairing, CTS examines the entire Equipment. All damage or defects found that fall under the same claim will be repaired in one go. It is not possible to have just one part replaced if multiple defects have been detected. The Customer Contribution or costs are due for the entire repair, not per part.
- 3.5 In the event of damage covered under your Insurance and/or a Carepack, CTS will handle the claim and damage on your behalf with the relevant insurer. CTS may charge a Customer Contribution of £50 per claim for the handling of damage cases unless the insurer applies an excess. In that case, CTS will not charge a Customer Contribution. Your financial risk is therefore generally limited to £50 per case for covered User Damage or Theft.



- 3.6 If your User Damage or Theft is not covered by the Insurance or a Carepack, you will receive a quote for the full cost of repair or replacement. The Customer Contribution is included in this, and CTS will not charge it separately.

ARTICLE 4 – EASY4U COMPUTER INSURANCE

- 4.1 CTS distributes the Easy4u Computer Insurance from insurer MS Amlin. The Insurance is part of the Service Extension and the Easy4u Service plan. CTS does not provide advice on the Insurance. CTS provides the insurance terms and conditions and the product information document (IPID) at the time of ordering in the webshop and by e-mail. These documents are also available in your Easy4u account on the CTS Website.
- 4.2 If you have taken out a Service Extension including the Easy4u Computer Insurance (**Insurance**), the following applies. The Insurance exists between insurer MS Amlin and you as the policyholder, and your Equipment is the insured object.
- 4.3 CTS may have activated a manufacturer carepack with additional warranty and/or insurance (**Carepack**) linked to your Equipment, for the purpose of providing your Easy4u service plan. If CTS has activated a transferable Carepack on Equipment that you have purchased from CTS, CTS will transfer or make available this Carepack to the Consumer. You can find details and information about the Carepack on the manufacturer's website using the serial number of your Equipment.
- 4.4 In all cases, CTS remains your point of contact for the handling of User Damage and Theft under these Terms of Service. Should you wish to submit a claim to another insurer than via the Easy4u Computer Insurance, or to another party (for example in the event of damage caused by a classmate), you must do this yourself. CTS does not do this on your behalf. In the event of any conflict between these Terms of Service and the policy terms of the Insurance, the policy terms shall prevail as far as they concern coverage under the Insurance.
- 4.5 For questions about the Insurance and coverage, you can contact our customer service via www.easy4u.school/faq.

ARTICLE 5 – CTS IS YOUR POINT OF CONTACT

- 5.1 You can track the repair status of your Equipment through our service portal at www.easy4u.school. During the repair, we will automatically keep you informed via e-mail, WhatsApp and/or SMS. In all cases where we find damage or defects to the Equipment that are the result of User Damage, you will receive a quotation and payment option and information (with photo) of the damage found in advance.
- 5.2 If you have the Equipment repaired, you will be notified when it has been repaired and whether it is ready for collection or will be delivered to your home. If you have any questions, you can reach our customer service via www.easy4u.school/faq. In all cases, CTS is your point of contact for the delivery and repair of your Equipment.

ARTICLE 6 – USER DAMAGE

- 6.1 User Damage is understood to mean: any sudden and unforeseen damage to the Equipment because of an external event. In the event of User Damage, CTS will always charge the Customer Contribution, unless the Consumer must pay the excess under the Insurance. In that case, the Consumer pays the excess, and CTS will not charge a Customer Contribution. The following situations are generally covered under your Insurance in accordance with the policy terms or under a Carepack:



- A. Breakage in the display;
- B. Audio port, power connector, network ports, or USB ports that have been pressed or broken off;
- C. (Non-cosmetic) cracks or defects in the housing or hinges of the Equipment that affect operation;
- D. Liquid and/or traces of moisture, including water, coffee, tea, and soda;
- E. Fire or short circuit damage from the inside and missing keys in the keyboard.

To be eligible for coverage under User Damage, the Equipment must have been used and cleaned in accordance with the manufacturer's instructions. Repairs and maintenance work will be carried out exclusively by CTS, unless CTS provides written permission for repairs or maintenance by a third party or CTS appoints a third party to carry out the work.

6.2 The following damage (non-exhaustive) does not fall under User Damage:

- A. Events due to natural disasters (including earthquakes and floods) and due to wear and tear and other gradual deterioration;
- B. Cosmetic and aesthetic damage that does not affect the operation of the Equipment, such as scrapes, scratches, or dents;
- C. Events because of wilful misconduct, recklessness, or negligence. This includes in any case the use and transport of the Equipment without the protective cover provided;
- D. Damage that has arisen after the Equipment has been lent by the Consumer to another person. The Consumer remains responsible for all damage to the Equipment, regardless of the cause;
- E. Damage and consequential damage caused by loss, theft, viruses, hacks, or deletion of data or settings on the Equipment, whether or not due to repair by CTS;
- F. All damage not covered under User Damage, Theft, or a Warranty.

For damage cases not falling under User Damage, CTS will not charge a separate Customer Contribution. In these cases, you will always receive a full quote for the complete cost of repair or replacement.

ARTICLE 7 – THEFT

7.1 We speak of Theft when the Equipment is lost due to theft following break-in or violence. Theft is only covered under the conditions of your Insurance. For the full policy terms of your Insurance, check the confirmation e-mail of your order, view the policy terms in your Easy4u.school account, or request them from our customer service. In the event of covered Theft, the Customer Contribution will always be charged, unless the insurer applies an excess.

7.2 You must report Theft to us in writing as soon as possible, but in any event within 48 hours of the incident via info@easy4u.school, otherwise you risk the insurer not covering your theft. This reporting deadline applies exclusively to coverage under the Insurance and does not affect any statutory rights. Theft is only covered if the report to the police clearly shows that one or more of the following examples apply:

- A. Theft in a building: the burglary took place on the outside of the building with visible signs of forced entry.
- B. Theft in schools: visible signs of burglary that has taken place on the outside of the school or there are visible signs of forced entry (breaking locks) on the lockers or storage units.



- C. Theft from a means of transport: the break-in took place from the outside, the Equipment was not visibly stored in a locked luggage compartment (e.g. a boot or scooter box) and there are visible signs of forced entry.
 - D. Theft or loss due to violence must be clearly shown in the report to the police. CTS will verify with the Insurance whether coverage applies and will inform you by e-mail or telephone.
- 7.3 Theft or loss after, for example, leaving a laptop unattended at school or on a train/tram/bus, not storing it in a locked locker, or leaving it visible in the back seat of a car, are not covered. Unfortunately, this is also the case if there is camera footage.
- 7.4 Even in the event of a Theft that is not covered, we advise you to always report it to the police. Our customer service can provide you with the serial number and type of your Equipment for the purposes of the report. Every year, stolen laptops are presented to us for repair: if the serial number is registered with the police and CTS as theft, we may be able to return your stolen Equipment. We also recommend enabling location tracking, such as Windows 'Find My Device', or checking with the school's IT administrator whether they can remotely lock or wipe your Equipment.
- 7.5 In all cases, the policy terms of the Insurance and the judgement of the insurer are decisive. No rights can be derived from the above list, examples, and advice.

ARTICLE 8 – BATTERY

- 8.1 The battery is a component of the Equipment that is particularly subject to wear, which is also strongly dependent on use. This manifests itself in reduced capacity. With intensive use the battery will wear out faster and lose capacity. Since you are making use of a Service Extension, the Equipment is of such an age that the battery is no longer covered under the statutory manufacturer's warranty or the Easy4u service plan.
- 8.2 If you submit Equipment with a defective or worn battery for repair, CTS will send you a market-based quote for a new battery by e-mail. If you do not agree to the quote within 10 working days from the date of the e-mail, CTS reserves the right to return the Equipment without a new or repaired battery.

ARTICLE 9 – ACCESSORIES

- 9.1 Since you are making use of the Service Extension, the Equipment and Accessories (such as a charger or protective cover) are of such an age that no (extended) warranty applies. If you submit defective or worn Accessories for repair, CTS will send you a market-based quote for a replacement by e-mail. If you do not agree to the quote within 10 working days from the date of the e-mail, CTS reserves the right not to repair or replace the submitted Accessory, and to retain and destroy it.

ARTICLE 10 – WHICH TERMS OF SERVICE APPLY

- 10.1 Your Easy4u service plan is subject to the General Terms and Conditions of CTS (version 01/26), the policy terms of the Easy4u Computer Insurance from MS Amlin, and these Terms of Service.
- 10.2 For service on the Equipment supplied, the CTS service point or the ICT department at the school location is your first point of contact, unless otherwise agreed with you or the Educational Institution. We only provide support on Equipment supplied by us.
- 10.3 In the event of defects in the Equipment, the CTS service centre will establish a diagnosis. If there is User Damage falling under the coverage of your Insurance or a Carepack, CTS will send you the



diagnosis and a quote for the Customer Contribution by e-mail. If the User Damage does not fall under the coverage of your Insurance or a Carepack, you will receive a quote for the full cost of the repair.

- 10.4 If it transpires after investigation that the defect does not fall under a Warranty, Insurance, or Carepack, and you decide not to have the repair carried out, CTS will charge investigation costs of £35 (incl. VAT). You will not receive the Equipment back until these investigation costs have been paid. Until you have made your decision and paid, the Equipment will remain with CTS.
- 10.5 In the event of any conflict between the policy terms of the Easy4u Computer Insurance and our General Terms and Conditions or these Terms of Service, the policy terms of the Easy4u Computer Insurance shall prevail as far as they concern coverage and payment under the Insurance.
- 10.6 Following replacement or repair, the old or defective part or battery becomes the property of CTS without any right to compensation on your part.
- 10.7 In the event of repairs, except for the situations referred to above, CTS will make every effort to offer replacement loan Equipment through the Educational Institution if it has a CTS service point.

ARTICLE 11 – THE RIGHT TO SERVICE AND LOAN EQUIPMENT LAPSES

- 11.1 The right to service and loan equipment lapses when the serial number of the Equipment is removed or changed.
- 11.2 The right also lapses in the event of defects caused by incorrect installation after external repair work or use in violation of the electrical regulations or generally applicable technical standards.
- 11.3 If the delivered Product is used for purposes other than the normal use, or otherwise, according to general standards and the opinion of CTS, has been handled or maintained in an improper manner, the right will also lapse.
- 11.4 Defects or problems caused by software or drivers not installed or supplied by CTS in the original configuration void the right to service.
- 11.5 In the event of damage to the Equipment that is intentionally caused or caused by gross negligence on the part of the Consumer, or caused by acts of violence, the right to service and loan Equipment will lapse.
- 11.6 If you do not agree to the diagnosis, the Customer Contribution, or the stated investigation or repair costs for the identified defects within 10 working days of our e-mail, the right to service and loan equipment lapses. In that case, CTS reserves the right to reclaim loan equipment or to restrict its use by, for example, blocking WiFi access.
- 11.7 If we have reasonable grounds to believe the Service Extension is being misused, CTS reserves the right to unilaterally terminate the Service Extension with immediate effect. In that case, you will always be notified by CTS, and you will be reimbursed for any overpaid costs for the remaining months.

ARTICLE 12 – LIABILITY AND LOSS OF DATA

- 12.1 If you return the Equipment you are using for repair, data may be partially or completely (irreparably) deleted or lost. A repair may require the Equipment to be reset or provided with a new base installation (an 'image' or a 'powerwash'). All data and settings are lost. By submitting the Equipment for repair, the Consumer agrees that CTS may perform these actions as necessary for diagnosis or repair.



**MAKE SURE YOU ALWAYS HAVE AN UP-TO-DATE BACKUP
OF YOUR DATA FILES BEFORE YOU PUT THE EQUIPMENT IN FOR REPAIR!
WE DO NOT MAKE BACKUPS AND DO NOT STORE YOUR FILES.**

- 12.2 **The Consumer is responsible for backing up data.** CTS strongly advises that you always have an up-to-date backup before the Equipment is submitted for repair. CTS does not back up or store Consumer files.
- 12.3 CTS is not liable for loss of data or files on the Equipment, damage caused by viruses, malware, ransomware or hacks, theft of data, deletion of data during repairs, or business interruption in any form.
- 12.4 CTS is only liable for direct damage resulting from a demonstrable shortcoming of CTS, such as wilful misconduct or gross negligence. Liability is always limited to the amount you paid CTS for the Product in question. CTS's liability is further limited as described in Article 13 of the General Terms and Conditions.

ARTICLE 13 – PRIVACY AND DATA PROCESSING

- 13.1 CTS processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and as described in Article 3 of the General Terms and Conditions and the Privacy Statement on the CTS Website. For the performance of the Easy4u service plan and the repair service, CTS processes personal data such as name, address, e-mail address, telephone number, and data about the Equipment (serial number, damage history).
- 13.2 For privacy reasons, CTS does not view any personal data or files on the Equipment. CTS cannot store, transmit or back up any data from the Equipment.
- 13.3 At the request of the Educational Institution, CTS may share technical data from the Equipment, such as serial numbers and hardware identifiers. This is only done for management and security in the school network, as described in Articles 3.1 and 10.3 of the General Terms and Conditions.
- 13.4 To exercise your rights under the UK GDPR (access, correction, deletion), please contact our customer service via www.easy4u.school/faq. You can find the current Privacy Statement on the CTS Website.

ARTICLE 14 – COMPLAINTS AND DISPUTES

- 14.1 Complaints regarding these Easy4u Service Extension 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.
- 14.2 The parties will first endeavour to reach a solution before applying to a court.
- 14.3 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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