

File Genie: General Terms & Conditions

1. Definitions.

- 1.1** "We, us, our, File Genie, company, representative" refer to File Genie and those who carry out services with express permission to do so under our trading name.
- 1.2** "You, your, yourself, business, service user, customer, client, end user" refer to those whom File Genie provide services for.

2. Acceptance of Service.

- 2.1** Upon accepting a service you enter into a verbal agreement for File Genie to carry out the requested services and you agree on service timescale, price of service, payment timescales and payment methods.
- 2.2** Entering an agreement of service with us, you agree that we will not be liable for any data loss whilst any computer(s) owned by a service user is in our possession. You also agree that it is the responsibility of yourself to make sure your computer(s) are fully backed up before we provide any service to your equipment.
- 2.3** Whilst your equipment is in our possession or transit you are aware that damage / loss not inclusive of negligence are protected by our insurers. Where such occurs we will replace lost or damaged computer(s), components(s) upon successful claims from our insurers.
- 2.4** All Representatives of File Genie will be covered by our insurers for public liability either at the registered address of the company or the registered address of the customer.

- 2.5** When you agree to a service carried out by File Genie you are aware of these terms and conditions, understand them, accept them and agree that you can view them at any time on the public domain.

3. Performance

- 3.1** File Genie agree to carry out the terms laid out in the verbal agreement to provide a service to the service user. We agree that this service will be carried out to the end user before payment(s) become due.
- 3.2** Where performance is suffered due to Acts of God, environmental disaster, ill health of our representative(s) or holiday periods you agree that File Genie is not liable and will not constitute cancellation of the service contract or verbal agreement.
- 3.3** Payments will fall due upon invoice receipt.
- 3.4** Late payments by customers will be subject to an initial admin charge of £25 and statutory interest accrued from the 1st day of late payment. After 90 days of interest, any outstanding payments will be passed to collection agencies, through our insurers to resolve the debt.
- 3.5** Customers, will be liable for the full invoice amount including interest charges and administration fees, debt sale fees, court costs and any financial loss suffered by File Genie as a direct consequence of late payment.

4. Sale of Goods and Warranty

- 4.1** You agree and are aware, it is our business practise to use your payment details over the phone to pay for individual components that complete a new computer build.
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- 4.2** Your payment details will not be stored, sold or used by us or any 3rd party and once the transaction is complete will be destroyed.
- 4.3** You are aware and agree for us to use your payment details on secure, 3rd party supplier websites for the purpose of your transaction only.
- 4.4** You agree that File Genie will not be held liable for any financial loss, identity theft or otherwise suffered by you by using your payment details online.
- 4.5** Any purchases File Genie make on your behalf, using your details, constitutes you own the equipment and therefore all manufacturer warranties entitled.
- 4.6** You agree we are not liable for any loss suffered by you during this time.
- 4.7** Your warranty covers manufacturer defects only, if a component, item or computer(s) have been used for anything other than its intended purpose you agree that warranty on the affected item(s), components(s), computers(s) will be null and void and for replacement you agree to pay costs of item replacement plus a standard fee.
- 4.8** Your warranty does not cover accidental damage.

5. Quotation

- 5.1** All written quotations of price ("Quote") made by File Genie will be valid for a period of fourteen (14) days without exception from time Quote has been generated by File Genie. File Genie will make every reasonable effort for timely delivery of Quote to customer however File Genie does not assume responsibility for delays in receipt of quotations to Buyer unless otherwise stated hereunder in these Terms and Conditions.

6. Your Rights

6.1 You and We are protected by statutory (legal) rights, according to the laws of England and Wales or any European Legislation which applies in England. Where statutory legislation exists, or new legislation comes into force, your and our statutory rights are not affected by anything within these terms, and those rights take precedence over these terms. Where any part of these terms is over-ridden by legislation, all other terms still apply. Any order placed with us is subject to acceptance.

7. Website Terms of Use

7.1 filegenie.co.uk allows you to search for services. You are allowed to use the website and the results of any search you carry out on the website for this purpose unless this is not allowed.

You cannot use the website:

7.1a For any unlawful purpose;

To harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to filegenie.co.uk;

7.1b To create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;

7.1c To provide any kind of commercial information service;
As a source of material or contact data for any kind of marketing activity;

7.1d To tamper with, update or change any part of the website;
In a way that affects how it is run;

7.1e In a way that imposes an unreasonable or disproportionately large burden on filegenie.co.uk and technical systems as determined by

us; or using any automated means to monitor or copy the website or its content, or to interfere with or attempt to interfere with how the website works.

- 7.2** You must not artificially increase the number of click counts or click-throughs for any advertisement or advertiser, including by:
Any manual means (such as repeatedly clicking on adverts or refreshing pages); Any automated means (such as computer-generated search requests or similar devices); or Asking someone to carry out these activities (including by offering any benefit or incentive).
- 7.3** We have the right to investigate your online activities for 'click-fraud' or any similar activity. You agree to provide reasonable help with these matters.
- 7.4** File Genie is in no way responsible for the availability of any links. File Genie do not endorse or take responsibility for the contents, advertising, products or other materials made available through any other site. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other site.

8. Equipment on Loan

Any and all equipment on loan from File Genie remains at all times the sole exclusive property of File Genie.

- 8.1** Any and all equipment on loan from File Genie is subject to availability and by agreement only.

- 8.2** Any and all equipment on loan from File Genie is to be returned in the identical condition as it was at the time of loan and at the pre arranged time.
- 8.3** File Genie reserves the right to inspect any and all equipment and seek recompense for time and or parts to restore the equipment to the identical condition as it was at the time of loan.

9. Privacy Policy

- 9.1** Our privacy policy is simple. We do not share your personal information with any other organizations or individuals. We keep all the information you provide to us, no matter how or why you provide it, completely confidential and use it only for the purpose that you intended.