

Easy4u Service Extension Terms and Conditions

Version 01/25

THESE TERMS AND CONDITIONS ("EASY4U SERVICE EXTENSIONS TERMS AND CONDITIONS") APPLY TO THE SERVICE PLAN ON YOUR PURCHASED 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 Equipment

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 Accidental Damage to a laptop or tablet. The Easy4u subscription solves this problem and offers convenience and security for your Computer Equipment.

You had already rented or purchased Equipment with the Easy4u service plan, and this plan (including service and insurance) expired. If you had rented the Equipment, you took ownership according to the terms of the Easy4u rental terms and it is now your property. You want to continue using the Equipment and extend the Easy4u service. CTS offers you the option of taking out an extension of the Easy4u service plan (Service Extension) for a fixed period (start and end date stated in your order confirmation email). During the period of Service Extension, the service and warranty will continue as usual (excluding battery), and your Equipment will be insured for Accidental Damage and theft according to the Easy4u Computer Insurance. These Terms of Service explain exactly how this works.

1.1 Loaner 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 Accidental Damage (see **point 1.3**). Examples of Accidental 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.

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 Accidental Damage or Theft, as stated at **point 6.1** and **6.2**, will always be limited to £50 per incident. Several examples of Accidental Damage are provided at **point 6.1**. CTS's services under the Easy4u subscription do not affect your rights under the statutory warranty.

1.2 Service and warranty on your equipment and the battery

You are using Service Extension on Equipment of which the standard warranty has expired. You have used the Equipment yourself and are familiar with the condition of the Equipment at the time of entering into this Service Extension. CTS will handle defects, damages and repairs that occurred before the start of the Service Extension under the terms of the Easy4u subscription as it applied at that time. The terms of this Service Extension apply only to events that arose during the term of the Service Extension. This means, among other things, that for a **battery** that fails during the term of the Service Extension, you will always receive a quote from CTS, as described in **point 7**.

1.3 Personal Contribution for Accidental Damage and Theft

CTS may have provided the Equipment you are using with a warranty, damage, or insurance product from the manufacturer (Carepack) so that we can repair your Equipment quickly at the lowest possible cost. You can find details and information about the Carepack on the website of the manufacturer of your Equipment by reference to the serial number. You must always pay a Personal Contribution (or deductible) of £50 per event of Accidental Damage or Theft. You will find the description of the Accidental Damage (not exhaustive) under point 6.1 and Theft under point 6.2. For situations not described in these points, you will receive a quote for the full cost of repair or replacement as described in point 6.3. In all cases, CTS remains your (sole) point of contact for the settlement of Accidental Damage and Theft.

1.4 The Easy4u Computer Insurance

The Easy4u Computer Insurance (Insurance) is included with every Service Extension, and the following shall apply. The Insurance applies between the insurer and you as the policyholder, and your 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 Accidental Damage. A non-exhaustive list of what is defined as Accidental Damage and the procedure for handling related claims can be found under **point 6.1**.

- If your Insurance covers Accidental Damage, CTS shall provide repair or replacement in accordance with the terms and conditions of your Insurance;
- If the Insurance does not cover your Accidental 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.

1.5 CTS is your point of contact

You can follow the status of the repair of the Computer Equipment you have covered 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 Accidental 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 info@easy4u.school or +44 33 08080119. In all cases, CTS is your point of contact for the delivery and repair of



your Computer Equipment.

2. Which Terms of Service apply?

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

Since the Computer Insurance is always included in the service extension, 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 Service Extensions 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 Accidental Damage covered by your Insurance, CTS will send you an email with the diagnosis and a quote for the Personal Contribution in accordance with the terms and conditions of your Insurance;
 - If the Accidental 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;
 - If you choose not to proceed with the repair, we will charge a £35 (incl. VAT) diagnostic fee. The Computer Equipment will only be returned to you once this fee has been paid. Until you have made a choice and/or payment, the Computer Equipment will remain in CTS possession.
- After replacement or repair, the old or defective part or battery becomes the property of CTS. You are not entitled to any compensation for this;
- 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 Computer Equipment 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;
- If you do not agree to the diagnosis, the Customer Fee, or the quoted costs for diagnostics or repair to resolve the identified defects within 10 days of our e-mail.
- 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.

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'.

6. Accidental Damage and theft

6.1 Accidental Damage

The following situations are covered under your Insurance according to the insurance conditions or any Carepack: Any sudden and unforeseen damage to the Equipment because of an external calamity (**Accidental Damage**). These damages are considered Accidental Damages. In the event of Accidental Damage, the Personal Contribution will always be charged. Examples of Accidental Damage are:

Breakage in the display, audio port, power connector, network ports, or USB ports that have been
pressed and broken off; (non-cosmetic) cracks or defects in the enclosure of the Equipment that
affect its operation; liquid and/or traces of fluids (including water, coffee, tea and soft drinks); fire or
short circuit damage from the inside and missing keys in the keyboard.

The following requirements apply in connection with Accidental Damage:

- The Equipment has 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.
- Accessories such as chargers, cases, and other peripherals supplied by CTS 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.

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 Personal Contribution (or 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 **always report the incident to the police**. 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.

In all cases, the Terms and Conditions of the Insurance and the insurer's opinion are leading. You cannot derive any rights from the above text, examples, and our advice.

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. Because you are using Service Extension on Computer Equipment which has already been used by you for at least 24 months, **the battery is not covered** under the legal manufacturer's warranty or this service extension.

If you submit Equipment with a defective or worn battery for repair, you will receive a quote from CTS for a new battery by email. If you do not agree to the quote within 10 business days from the date of the email, CTS reserves the right to return the Equipment without a new or repaired battery.

8. 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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