

DIGITAL INFO SYSTEMS

TERMS AND CONDITIONS OF ANNUAL MAINTENANCE

General Points.

1. On-Site Requirements

1.1 The following are required for all on-site visits and repairs:

- 1.1.1 Easy access to the equipment to be serviced and the surrounding area.
- 1.1.2 Light and mains power, and where necessary a fully functioning with internet access.
- 1.1.3 A person on-site with knowledge of the issue or issues affecting the equipment.
- 1.1.4 A person on-site with administrator level access privileges to the relevant equipment, (where required).
- 1.1.5 A person who is 18 years of age or over.
- 1.1.6 Valid, original and licensed versions of any software required, (unless being supplied by us.) Please note that we will not use, install or configure any unlicensed, copied or counterfeit software.

2. Data Backup & Loss

- 2.1 It is the sole responsibility of the Client to ensure that all data on any equipment is backed up and appropriately stored before any work commences.
- 2.2 We will not be liable for any data loss occurring on any equipment or data loss caused by the Client's failure to put in place or correctly operate appropriate data backup and storage procedures.

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3. Order Process

- 3.1 Telephoning our sales department on the number listed at the bottom of these terms and conditions.**
- 3.2 Emailing our sales department using the email address at the bottom of these terms and conditions.**
- 3.3 By visiting our office at the address listed at the bottom of these terms and conditions.**
- 3.4 The person ordering any service must be a minimum of 18 years of age.**
- 3.5 Upon acceptance and confirmation of an order you will receive a booking reference and where possible a booked service slot (where the service is to be provided on-site).**
- 3.6 At the time of booking you will be informed as to which elements of any service will be provided on-site or off-site.**

4. Services Provided

- 4.1 The DIGITAL INFO SYSTEMS provides the following services:**
 - 4.1.1 Maximum 3 Calls will be attend in a month; more will be on chargeable base.**
 - 4.1.2 The charge of Replaced Part will be paid by customer in between 10 Days of work done. Otherwise 24% monthly charge will be calculated.**
 - 4.1.3 If the Part is in warranty and required to send to service center the courier charge will be paid by customer.**

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- 4.1.4 Desktop, Laptop, Ups and Printer hardware repairs, parts replacement and upgrades for Windows Operating System.**
- 4.1.5 The installation and configuration of new desktop or laptop computers running Windows operating System. Whether the computers are provided directly by us or by a third party supplier.**
- 4.1.6 The installation, configuration or upgrading of operating systems, software and third party software for desktop and laptop computers running Windows Operating System. Whether the software is provided directly by us or by a third party supplier.**
- 4.1.7 The creation, installation, configuration or upgrading of wired or wireless hardware, software and cabling for computer networks. Whether provided directly by us or by a third party supplier.**
- 4.1.8 The installation, configuration or upgrading of hardware and software security products, including anti-virus software, hardware & software firewalls, virtual private networks (VPNs) and other anti-intrusion and physical security equipment. Whether provided directly by us or by a third party supplier.**
- 4.1.9 The installation, configuration or upgrading of hardware and software for virtualization. Whether provided directly by us or by a third party supplier.**
- 4.1.10 Additional services not listed above can be quoted for on request.**
- 4.1.11 Preventive maintenance based on the specific need of each unit of the equipment as determined by company. Unscheduled on-site remedial maintenance, on request for repairing functions including reasonable replacement of unserviceable parts. The parts replaced will be new parts or parts equivalent to new in performance. These parts shall be furnished on an exchange basis. The removed parts will become the property of DIGITAL INFO SYSTEMS.**

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4.1.12 DIGITAL INFO SYSTEMS will make home visits upon request within a 6 mile radius of our office. Remote Access (full terms and conditions here), email and phone support can be provided to any location.

4.1.13 DIGITAL INFO SYSTEMS will provide a ‘Best Possible’ resolution to your problem. We are here to help and will try all we can before offering a workaround solution.

4.1.14 Your Annual Maintenance Contract shall not cover the replacement of components or parts but will be limited to preventive and diagnostic calls meant for the repair of the machine.

- 5. Annual Maintenance charges are payable in advance. In addition to the annual charges, any local taxes, such as sales tax etc. may be levied at the time of agreeing to the contract may be charged at actual if applicable.**
- 6. This agreement is initially for a period of one year commencing from the date of payment of maintenance charges.**
- 7. No work shall be undertaken on Sunday, Bank Holidays or outside the office hours of DIGITAL INFO SYSTEMS except by prior arrangement and at additional charge to the customer on a “Per Call Basis” at the standard rates currently in effect then.**
- 8. DIGITAL INFO SYSTEMS engineer may be allowed to take the faulty component to the Test and Repair Centre for due repairs if the need arise.**
- 9. DIGITAL INFO SYSTEMS is not responsible for any machine problem such as machine hanging, slow speed due to Software’s, Virus problem and any major failure of Hard disk drive, monitor picture tubes, monitor display panels and Printer Heads.**

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10. The obligation of DIGITAL INFO SYSTEMS under this agreement excludes.

- 10.1 Any major upgrading of the machine.**
- 10.2 Any major failure of Hard Disks and monitor picture tubes, or monitor display panels**
- 10.3 Any work external to the machine, such as maintenance of non DIGITAL INFO SYSTEMS attachments, accessories etc.**
- 10.4 Repair of malfunction or damage due to accident, transportation, neglect, failure due to use of non-standard electrical power, air-conditioning or parts, Works due to alteration in machines by persons other than DIGITAL INFO SYSTEMS office.**
- 10.5 During the period of maintenance agreement the machine will not be relocated (or) transported without permission from DIGITAL INFO SYSTEMS, and on such condition DIGITAL INFO SYSTEMS reserve its right to terminate this agreement forth with. On such termination, DIGITAL INFO SYSTEMS shall have no obligation or liabilities arising out of this agreement and the customer shall have no right to claim any refund or compensation.**

11. Warranty Period

- 11.1.1 All New hardware and equipment supplied and fitted by us is guaranteed for a minimum of 12 months (or depending upon the manufacturer's own warranty).**
- 11.1.2 All other work carried out by us is guaranteed for a period of 1 month. Except power section related solutions**

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11.1.3 Any warranty will be declared void where any failures or errors are caused by the subsequent incorrect use or maintenance of any item installed or configured by us.

12. Limitation of Liability

12.1 We shall be not be liable to you as the Client in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any business losses or anticipated savings or for any indirect or consequential or loss whatsoever.

12.2 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from our negligence or the negligence of servants, or agents used by us.

13. Jurisdiction

13.1 This Agreement shall be interpreted construed and enforced in accordance with Indian law and shall be subject to the exclusive jurisdiction of the Indian Courts.

13.2 Subject to Ballia Jurisdiction in any disputation.

CONTACT DETAILS

Digital Info Systems , 1st Floor Jubeda Manjil,

Nirala Nagar Garwar Road

Ballia Uttar Pradesh

Pin -277001

Phone - +91 5498-221319, +91-9838634065 Contact Person – Mr. Nishant

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