

## Software Fault & Fix Terms and Conditions

These Terms and Conditions apply to the Currys Software Fault & Fix service (the "Service"). The Service is provided by Currys Group Limited, a company registered in England and Wales under the number 504877 and with registered office at 1 Portal Way, London, W3 6RS.

In these Terms and Conditions, "We", "Us" and "Our" mean Currys Group Limited, and "You" and "Your" mean the customer to whom the Services is provided.

### 1. Initial Assessment

Before We provide the Service to You, Your device will, if required, go through a complimentary triage process. Our Tech Bench Triage process (the "Triage") will help Us gain a better understanding of the potential problems You are experiencing with Your device. The Triage is divided into two stages:

Stage 1 Visual inspection	Visual inspection of Your device to check whether it meets our pre-fix assessment criteria for physical damage, which can include, but is not limited to:
	<ul> <li>a) Malfunctioning keyboard and/or keyboard keys;</li> <li>b) Malfunctioning keypad;</li> </ul>
	<ul><li>c) Cracks on the screen and/or the device; and/or</li></ul>
	d) Other evident physical damage.
	Should Your device meet any of the above criteria, Your device will <u>not</u> be eligible for Our Software Fault & Fix services. Instead, it will be eligible for Our Hardware Fault & Fix service. For the full Terms & Conditions of Our Hardware Fault & Fix service, please visit: <u>Chargeable Repairs Terms &amp; Conditions</u> .
	Should Your device not meet any of the above criteria for physical damage, Our colleagues will proceed to the next stage of the Triage.
<b>Stage 2</b> Computer Healthcheck	A Currys colleague will plug a USB containing specialist third-party software which is used to carry out the Computer Healthcheck service into Your device. This is a complimentary Computer Healthcheck, which can take approximately 15 minutes. At the end of this Healthcheck, We will provide You with a report detailing one of two possible outcomes:
	a) No issues found. Our Computer Healthcheck scan does not identify any potential problems with Your device.
	b) Problem(s) found. Our Computer Healthcheck scan identifies potential problems with Your device. You will have the option to proceed with the Service, for which You would be charged the applicable fee (see clause 3.1 under Terms of Payment below).
	For the avoidance of doubt, You will receive the report mentioned above even if You choose not to proceed with the Service.



# 2. <u>The Service</u>

The Service includes a variety of services that may be performed in accordance with Your device's needs. Please see the below clauses for details of each individual service.

## 2.1. Full Computer Healthcheck

Our full Computer Healthcheck service consists of an in-depth scan, which inspects software, hardware and malware in detail. This can range from the identification of malware and potential driver issues, to checking whether Your device has the latest Windows settings. The Computer Healthcheck service also includes a PC Optimisation service, which optimises storage space on Your device.

Procedure	A Currys colleague will plug a USB containing specialist third-party software which is used to carry out the Full Computer Healthcheck service into Your device. Before doing so, the Currys colleague will ensure that this software is up to date, therefore allowing it to identify as many potential problems as possible.
	This specialist software will be used to carry out all of the following scans:
	<ul> <li>a. OS Scan;</li> <li>b. Hardware Scan;</li> <li>c. PC Optimisation;</li> <li>d. Malware Scan; and</li> <li>e. Generate Reports.</li> </ul>
	Note: the PC Optimisation displayed above is merely a scan. A Currys colleague will be able to optimise Your device using this application separately, either upon request and/or if appropriate.
	Once the check is complete, a detailed report will be produced, highlighting any problems You may be experiencing with Your device. At this point, a Currys colleague will advise You on which of Our Software Fault & Fix services should be performed to resolve the problems highlighted.
Estimated timeframe	This scan may take approximately 1 hour or more, depending on the device.
Exclusions	If You choose to have hardware upgrades installed, You need to pay for the parts. Any hardware upgrades are not covered by the Software Fault & Fix service, but may be eligible for Our Hardware Fault & Fix service. For the full Terms & Conditions of Our Hardware Fault & Fix service, please visit: <u>Chargeable Repairs Terms &amp; Conditions</u> .

## 2.2. Virus & Spyware Removal

Our Virus & Spyware Removal service has been designed to help Us identify any potential virus and/or malware threats You may be experiencing with Your device. It uses third-party specialist software to perform either a Quick or Complete Scan, both of which are highlighted below.

Our Virus & Spyware Removal service may be performed if (i) You have requested it and/or (ii) We have identified the need for it while performing a Computer Healthcheck on Your device.



Procedure	<ul> <li>A Currys colleague will plug a USB containing specialist third-party software which is used to carry out the Virus &amp; Spyware Removal service into Your device. Before doing so, the Currys colleague will ensure that this software is up to date with the latest virus definitions, therefore allowing it to identify as many potential threats as possible.</li> <li>This specialist third-party software will be used to carry out one or both of the following scans, as required:</li> <li>Quick Scan         <ul> <li>The Quick Scan will scan common files used by Windows operating systems to look for known infections;</li> <li>The Quick Scan will not remove any infected file(s), but it will notify Us of which malicious files have been identified during the scan;</li> <li>If Quick Scan finds any infected file(s), Your device will require a Complete Scan.</li> </ul> </li> </ul>
	<ul> <li>Complete Scan         <ul> <li>a. The Complete Scan will scan all drives in Your device and will move any malicious file(s) identified into a specific location, called Quarantine.</li> <li>b. A Currys colleague will be able to view the file(s) placed in Quarantine and delete them, if required.</li> </ul> </li> <li>A Currys colleague will discuss the outcomes of either scan with You, including the number of infected file(s) identified during either scan, if applicable.</li> </ul>
Estimated timeframe	Once the identified infected file(s) have been removed from Your device, the Currys colleague will complete the service and return the device to You. The Quick Scan may take 1 hour and 30 minutes or more, depending on the device. The Complete Scan may take 10 hours or more, depending on the device.
Exclusions	<ul> <li>i. Anti-virus and/or internet security software must be purchased separately if You want Us to install it.</li> <li>ii. Please ensure You have backed up all of Your data before handing over Your device for a Virus &amp; Spyware Removal service.</li> <li>iii. We are not responsible for loss of Your data or applications.</li> </ul>

# 2.3. System Reset

Our System Reset service is designed to help Us reset Your device to its original factory settings.

Procedure	This service will revert Your device to its original factory settings.
	You should note that the System Reset will delete all Your personal files, apps and settings on the device. You should consider backing up any data or files You want to keep, as We do not take responsibility for loss of files due to a System Reset.
Estimated timeframe	The System Reset service may take approximately 3 hours or more, depending on the device.
Exclusions	<ul> <li>Please ensure You have backed up all of Your data before handing over Your device for a Reset service.</li> <li>We are not responsible for loss of Your data or applications.</li> </ul>



## 2.4. System Restore

Our System Restore service is designed to help Us restore Your device to a previous version.

Procedure	This service will revert Your device to a previous point in time.
	You may choose which previous version You wish to have Your device restored to. When You select the appropriate restore point, the System Restore will revert system files, registry settings and installed programs to the state they were in at that particular point in time.
Estimated timeframe	The System Restore service may take approximately 1 hour or more, depending on the device.
Exclusions	<ul> <li>Please ensure You have backed up all of Your data before handing over Your device for a Restore service.</li> <li>We are not responsible for loss of Your data or applications.</li> </ul>

### 2.5. Wi-Fi Driver Installation

Our Wi-fi Driver Installation service has been designed to help Us identify any potential Wi-Fi driver-related problems with Your device.

Procedure	This service will result in Wi-Fi drivers being installed on Your device. There could be occasions when ongoing software updates may impair the performance of certain drivers.
	As part of this service We will uninstall and reinstall the appropriate Wi-Fi driver onto Your device, in order to improve its performance.
Estimated timeframe	The Wi-Fi Driver Installation service may take 30 minutes or more, depending on the device.
Exclusions	<ul> <li>This service only installs Wi-Fi drivers using Windows' Device Manager, as We do not download and install Wi-Fi drivers available on the internet.</li> <li>We are not responsible for loss of Your data or applications.</li> </ul>

#### 3. <u>Terms of payment</u>

- 3.1. The fee for the Service is £45 and includes all services detailed in clauses 2.1 to 2.5 which may be required for Your device.
- 3.2. Payment is due before the Service is initiated.
- 3.3. You may be entitled to a full refund if We are unable to perform the Service. Please note that the following exclusions apply:
  - 3.3.1. If any of the services detailed in clauses 2.1 to 2.5 are successfully provided, You will not be entitled to a refund;
  - 3.3.2. Where the Full Computer Healthcheck service is provided, the service will be considered to have been successfully provided even if the report does not flag any issues with Your device;
  - 3.3.3. Where the Virus & Spyware Removal service is provided, the service will be considered to have been successfully provided even in the event no virus or spyware is found.



## 4. <u>Collection of Your device</u>

- 4.1. Please collect Your device at the time and place indicated to You when contracting the Service. Please check the store opening hours when preparing to collect Your device.
- 4.2. When collecting Your device, You will need to provide Your name and job reference number that We provided to You upon booking the Service. If You fail to do so, We may be unable to return the device to You.
- 4.3. Your device must be collected within 14 days from the date We notified You that the device was or would be available for collection. If the device is not collected within this period, We will attempt to contact You by letter. From the date of this letter being posted, You will have 28 days to respond and/or collect Your device. If after 28 days You have not collected Your device, We will attempt to contact You again by letter giving You a further opportunity to respond and/or collect Your device. If, after 3 months from the date the device became available for collection, You have not responded and/or collected Your device, We will be entitled to dispose of Your device (at Our discretion).

# 5. Your personal data

- 5.1. We will use the personal information You provide to Us to provide the Service to You.
- 5.2. We ask for Your name, address, email address and phone number so that We can give You an efficient after sales service. When You contact Us, We may ask for this personal information to be able to check Your identity and We may make a note of this contact if it is relevant to Your record.
- 5.3. Currys is committed to keeping Your details safe and secure and will only process Your personal data in accordance with data protection legislation. More information on how Currys uses Your data, along with Your data protection rights are set out in our Privacy Policy, available at https://www.currys.co.uk/services/privacy-and-cookies.html.
- 5.4. We may contact You for a satisfaction survey about Our provision of the Services to You. If You do not wish to be contacted for this survey, please let Us know.

## 6. Liability exclusions

- 6.1. We do not have specific knowledge of Your computer and its configuration. Whilst We will use Our best efforts to minimise disruption to Your system, We cannot be responsible for any unforeseen consequences of Our services.
- 6.2. Our services may affect manufacturer warranty validity. It is Your responsibility to assess the effect of Our services on any manufacturer's warranty and take appropriate action.
- 6.3. Our services are currently only compatible with the Microsoft Windows operating system.
- 6.4. Any timeframes given for the completion of the Service are estimates only and although We will do Our best to adhere to such estimated timeframes, We will not be liable for any delays in the completion of the services.
- 6.5. Where Your device contains a USB drive or other accessories, You should remove any such accessories prior to Our provision of the Services. We cannot be held liable for any damage or loss to such accessories that You have failed to remove from Your device.



- 6.6. This Service is provided on a commercially reasonable basis. Although We will provide the Service with reasonable skill and care, we make no warranty that the Service will meet Your exact requirements or that it will always be available.
- 6.7. We cannot be responsible or liable to You in relation to any service regarding:
  - i. any loss or corruption of data, information or records.
  - ii. any loss of goodwill, or any loss of (or interruption to) business or contracts.
  - iii. any failure by You to follow Our reasonable advice, recommendations or instructions.
  - iv. any losses You may suffer arising from Your use of (or failure to use) any anti-virus software; and
  - v. any loss that is not reasonably foreseeable.
- 6.8. Nothing in these Terms and Conditions will:
  - i. exclude or limit Our liability for death or personal injury resulting from our acts or omissions or those of Our agents or employees; or
  - ii. limit Your rights as a consumer under applicable law.

## 7. <u>This Agreement</u>

Please ensure You read these Terms and Conditions carefully. By placing an order for the Service, You acknowledge and agree that You are entering into a contract with Us and that the Terms and Conditions detailed in this document will apply to the Service.

### 8. <u>Unenforceable terms</u>

In the event of any one or part of these terms being held unenforceable by a court or regulatory body, the remaining terms will continue to apply.

## 9. Governing law and court of law

This agreement shall be construed, and the relations of the parties shall be determined in accordance with the laws of England and Wales. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement or any non-contractual obligations connected with it.