

Pixel Pros Terms of Service

Effective Date: 08/24/2025

Last Updated: 08/25/2025

1. Introduction & Agreement to Terms

Welcome to Pixel Pros© (“Company,” “we,” “our,” or “us”). These Terms of Service (the “Agreement”) govern your access to, use of, and engagement with all services, products, and digital platforms provided by Pixel Pros, including but not limited to device repair, installation, troubleshooting, online support, in-home services, and any related consultations (collectively, the “Services”).

By using our Services, whether by visiting our website, scheduling a repair, submitting a device, engaging in consultation, or purchasing any related product, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you may not access or use our Services.

This Agreement is a legally binding contract. Please review it carefully.

2. Definitions

For purposes of this Agreement, the following terms apply:

- **Customer/User/You:** Any individual, entity, or authorized representative who accesses, engages, or utilizes our Services.
 - **Device:** Any electronic equipment, hardware, or accessory submitted for repair, installation, troubleshooting, or support, including but not limited to computers, laptops, tablets, mobile phones, video game consoles, peripherals, and related components.
 - **Services:** All support, repair, troubleshooting, installation, diagnostic, consultation, and related offerings provided by Pixel Pros.
 - **Third-Party:** Any external supplier, contractor, manufacturer, software provider, shipping courier, or unrelated service provider engaged in connection with our Services.
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3. Scope of Services

Pixel Pros provides professional technology services, including but not limited to:

- **Hardware Repairs:** Component replacement, upgrades, board-level repair, and part installation.
- **Software Troubleshooting:** Operating system reinstallation, virus removal, driver management, and performance optimization.
- **Device Cleaning:** Professional cleaning and maintenance of internal and external device components.
- **Network & Installation:** Setup of home networks, device integration, peripheral installation, and configuration.
- **Consulting Services:** Recommendations for hardware purchases, upgrades, system optimization, and general IT consultation.
- **Data Transfer & Recovery:** Migration of files and data, subject to risk disclosures and limitations of liability.

Pixel Pros reserves the right to refuse Services for devices deemed unsafe, irreparably damaged, or in violation of applicable laws.

4. Customer Responsibilities

By using our Services, you agree to the following obligations:

- **Authorization of Ownership:** You affirm that you are the rightful owner of the Device submitted or have obtained proper authorization to request Services.
 - **Data Backups:** You are solely responsible for backing up all personal data, files, and software before submitting your Device. Pixel Pros is not responsible for any data loss, corruption, or inability to recover data under any circumstances.
 - **Disclosure of Prior Work:** You must disclose all known issues, prior repairs, modifications, or relevant history of your Device.
 - **Device Retrieval:** You agree to retrieve your Device within thirty (30) days after notification of completed Service. Devices not retrieved within this time may be considered abandoned, and ownership may transfer to Pixel Pros, with the Device disposed of, recycled, or resold at our sole discretion.
 - **Compliance with Law:** You agree not to request Services that involve unlawful activity, such as bypassing copyright protections, hacking, or enabling fraudulent use of Devices.
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5. Acceptable Use Policy

Pixel Pros strictly prohibits the following:

- Submission of stolen, counterfeit, or unauthorized Devices.
- Use of our Services to facilitate illegal activity, fraud, or intellectual property infringement.
- Misrepresentation of ownership, authorization, or payment methods.
- Abuse of staff, contractors, or representatives through harassment, threats, or misconduct.

Violation of this policy may result in refusal of service, termination of any existing agreement, and referral to law enforcement if necessary.

6. Service Limitations & Risks

While we apply professional skill and care, you acknowledge and accept inherent risks of working with electronics:

- **Unrepairable Devices:** Not every Device or issue can be repaired.
- **Manufacturer Restrictions:** Certain Devices may contain software locks, compatibility issues, or proprietary restrictions preventing successful repair.
- **Fragile Components:** Diagnostic or repair efforts may cause existing fragile or failing components to break.
- **Hidden Defects:** Additional issues not originally apparent may arise during the Service process.
- **Third-Party Parts:** Replacement parts may be new, refurbished, OEM, or third-party depending on availability and selection. Pixel Pros is not liable for defects caused by manufacturer or supplier materials.

By submitting your Device, you accept these risks.

7. Intellectual Property

- **Company IP:** All content, branding, logos, trademarks, service marks, and materials created by Pixel Pros are proprietary and may not be copied, redistributed, or used without explicit written permission.
 - **Third-Party IP:** We respect intellectual property rights. Customers must ensure that Devices, software, or requests do not infringe upon third-party intellectual property. Pixel Pros disclaims liability for unauthorized use initiated by customers.
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8. Payments, Deposits & Refunds

- **Payments:** Payment is due in full upon completion of Services unless otherwise agreed in writing.
 - **Deposits:** Deposits, where required, are non-refundable.
 - **Refunds:** Refunds are solely at our discretion and only issued where Pixel Pros fails to provide the agreed-upon Service. Refunds will not be granted for unsuccessful repairs where risks were disclosed beforehand.
 - **Abandoned Devices:** Failure to retrieve a Device within the specified time may result in forfeiture, without compensation.
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9. Warranties & Disclaimers

- **No Guarantee:** All Services are provided on an “as is” and “as available” basis.
 - **Limited Warranty on Parts:** Any warranties on replacement parts or accessories are provided solely by the original manufacturer or third-party supplier unless otherwise stated in writing.
 - **No Implied Warranties:** We disclaim all implied warranties, including merchantability, fitness for a particular purpose, or non-infringement.
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10. Limitation of Liability

To the fullest extent permitted by law:

- Pixel Pros is not liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to data loss, lost profits, device failure, or business interruption.
 - Our maximum liability under any circumstance is limited to the total amount paid for the specific Service in question.
 - We are not responsible for pre-existing damage, hidden defects, third-party accessories, or customer misuse of Devices.
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11. Indemnification

You agree to indemnify, defend, and hold harmless Pixel Pros, its officers, employees, contractors, and affiliates from and against all claims, liabilities, damages, costs, and expenses (including attorney’s fees) arising out of:

- Your use of Services.

- Breach of this Agreement.
 - Submission of unauthorized or unlawfully obtained Devices.
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12. Dispute Resolution

- **Informal Resolution:** Parties shall attempt to resolve disputes amicably before formal action.
 - **Arbitration:** Unresolved disputes shall be submitted to binding arbitration under the laws of Washington State.
 - **Class-Action Waiver:** You waive the right to participate in class-action lawsuits or class-wide arbitration.
 - **Jurisdiction:** All claims shall be governed by Washington State law.
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13. Force Majeure

Pixel Pros shall not be liable for delays or failures caused by events beyond our reasonable control, including but not limited to natural disasters, acts of war, labor disputes, cyberattacks, network outages, or supplier failures.

14. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire understanding between you and Pixel Pros.
 - **Severability:** If any provision is deemed invalid, the remaining provisions remain enforceable.
 - **No Waiver:** Failure to enforce any right does not constitute a waiver.
 - **Assignment:** You may not assign your rights without written consent.
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15. Changes to Terms

Pixel Pros reserves the right to modify these Terms at any time without prior notice. Continued use of our Services after updates constitutes acceptance of the revised Terms.

16. Acknowledgment

By using our website, booking a service, or submitting a Device, you acknowledge that you have read, understood, and agreed to this Agreement, and that you accept all associated risks, disclaimers, and limitations of liability.