

Easy4u Service Terms and Conditions for Rental Subscriptions

Including Claims Settlement and Settlement in the event of Theft
Version 01/19

1. Service on your rental laptop

The Rent Company (TRC) guarantees quality products and good service. As a Renter, you must handle your rental laptop (**Equipment**) with due care. This means that as the Renter, you must exercise normal caution and use the Equipment carefully (Sections 213 and 214, Book 7 of the Dutch Civil Code). Obviously we understand that accidents will happen, especially during intensive use at school. The special education laptops provided by TRC are extra robust but remain damage-sensitive. The cost of repairs can be very disheartening. Most contents insurance policies provide very limited compensation or no compensation at all for user damage and damage caused during transport to a rented laptop or tablet. The Easy4u rental contract solves this problem and offers you convenience and security.

1.1 Loan equipment and repair

TRC's service aims to unburden the student and parent/carer in the event of faulty or damaged Equipment. Loan equipment from TRC is available at school. The student hands in the defective Equipment, and can immediately continue working on a loan device. TRC 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 with a TRC service point, we offer you home service. Please contact our customer service department for more information.

If your laptop no longer works properly, we will repair it. TRC has its own repair centre and service organisation. You may therefore not have your laptop repaired elsewhere. Repairs are free of charge, unless it concerns User Damage or the cases stated under **point 3**. Examples of User 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**.

1.2 Service on your battery

You can expect the battery to function properly for at least 12 months from the start of your rental period. The battery will eventually wear out; how fast it will wear out depends on how it is used. If the battery breaks down within the first 12 months, we will replace it with a new one free of charge. After this, you will be responsible for the cost of a new battery. If you have an extended battery warranty, we will replace your battery free of charge if it has less than 50% of the charging capacity or if it fails completely during the rental period. The conditions and measuring method can be found under **point 7**.

1.3 Deductible in the event of User Damage or Theft

TRC provides your rented Equipment with a warranty, damage or insurance package from the manufacturer, allowing us to repair your laptop quickly at the lowest possible cost. As the renter, you must always pay a deductible of **50 euros per User Damage or theft event**. The definition of User Damage (not exhaustive) can be found under **point 6.1** and that of theft under **point 6.2**. For situations not described under these points, you will receive a quote for the full cost of repair or replacement as set out under **point 6.3**.

1.4 TRC is your point of contact

You can follow the status of the repair of your rented Equipment through our service portal at **www.easy4u.nl**. We will automatically keep you informed by email and/or SMS during the repair of the equipment. If we observe any damage or defects to the Equipment as a result of User Damage, you will receive a quote and payment option in advance.



If you have the 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 help@rentcompany.nl or 085-0036150. In all cases, TRC is your point of contact for the delivery and repair of your laptop.

2. Which Service Terms and Conditions apply?

Your rental agreement is subject to TRC's General Terms and Conditions, in particular article 9 (Rental). In addition, the following Service Terms and Conditions apply:

- For service with respect to the supplied equipment, the ICT desk (laptop doctor) or 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 Equipment, the TRC service centre will make a diagnosis. In case of User Damage or damage as described under **point 3**, the renter will receive the diagnosis by email and a quote for the repair of these defects. If the renter does not agree to the repair (costs) within 10 working days after the date of the email and does not respond to reminders from TRC, TRC reserves the right to return the Equipment without repair. The rental agreement will continue and the renter shall remain obliged to pay the (monthly) instalments of TRC. In case of defects/damage as described under **point 3**, TRC shall recover the costs of repair from the renter.
- Replaced parts and products (including batteries) are, like the Equipment, the property of TRC;
- In the event of repairs, TRC shall, subject to exceptions stated herein, offer replacement (loan) equipment through the educational institution;
- TRC reserves the right to pass on to the renter any extra costs incurred by TRC as a result of the reversal of the automatic debit.

3. The right to service and loan equipment expires

- When the serial number is 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 TRC;
- In case of defects or problems caused by software that was not installed or supplied by TRC in the original configuration;
- In case of damage to the Equipment that was intentionally inflicted or which was caused by gross negligence on the part of the renter, or in case of wilful damage;
- In the event the renter does not agree with the repair (costs) within 10 days after the service centre of TRC has sent an email to the renter stating the diagnosis of the defects to the Equipment and the repair costs associated with the remedy of the identified defects. In this case, the right to loan equipment shall expire. In this case, TRC reserves the right to collect the loan equipment or to limit its use by e.g. blocking Wi-Fi access.

4. Limitation of liability

If you return the rented 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 correctly as you, as the renter, may expect it to.



**MAKE SURE YOU ALWAYS HAVE AN UP-TO-DATE BACKUP
OF YOUR DATA FILES
BEFORE SUBMITTING THE EQUIPMENT FOR REPAIR!
WE DO NOT MAKE BACKUPS AND DO NOT STORE YOUR FILES.**

Under no circumstance shall TRC be liable for damage resulting from the loss of any data recorded on magnetic and/or other data carriers. Neither shall TRC be liable for damage and consequential damage caused by theft of data, viruses, hacks or the deletion of any data or settings on the Equipment, during the use or repair of TRC. Nor shall TRC 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 help@rentcompany.nl or 085-0036150. Our current privacy statement can be viewed on our website under 'About us'.

6. User Damage and Theft

6.1 User Damage

In the following situations repair is not free of charge, but the renter always pays a deductible of **50 euros per event**:

- User Damage (**User Damage**): Any sudden and unforeseen damage to the Equipment as a result of external contingencies, including in any case: cracked screen, audio port, power connector, network ports or USB ports that have been pushed in or broken; cracks or defects in the housing of the Equipment; liquid and/or traces of moisture (including water, coffee, tea and soft drinks); fire or short circuit damage originating inside the equipment and when more than 3 keys in the keyboard are missing. The following requirements shall apply in respect of the above:
 - The Equipment has been used and cleaned in accordance with the manufacturer's instructions;
 - Repairs and maintenance shall be carried out by TRC or by third parties, or upon written instructions by and with the permission of TRC.
- This applies to a maximum of 3 events. After that, the renter will receive a quote for the full cost (see **point 6.3**).

6.2 Theft

In the event of theft that meets the following conditions, the renter shall pay a deductible of **50 euros per event**, following which he shall receive a replacement or new device:

- **Theft**: Loss of the Equipment due to theft after burglary or violence against the renter. The following shall apply in respect of the above:
 - If the Equipment was located in a building: the burglary took place from outside;
 - Theft in schools: signs of burglary having taken place on the outside of the school or visible signs of burglary (breaking of locks) are present on the lockers;
 - If the Equipment was located in a means of transport; the burglary took place from outside and the Equipment was stored in a locked luggage compartment in such a manner that it was not visible;
 - Evidence of a police report of theft or loss due to violence;
 - The renter did not lend the Equipment to another party.



6.3 No User Damage and/or Theft

In the following cases, the renter shall receive a quote of the **full cost** of repair or replacement:

- Events resulting from natural disasters (including earthquakes and floods) and from wear and tear and other gradual deterioration;
- Cosmetic and aesthetic damage that does not affect the operation of the Equipment, such as scratches, scrapes or dents;
- Events resulting from intent, recklessness and carelessness. In any case, this shall include the use and transport of the Equipment without the supplied protective cover, and leaving the Equipment unattended;
- Damage caused after the laptop has been loaned to another person by the renter;
- Damage and consequential damage caused by loss, theft, viruses, hacks or the deletion of data or settings on the Equipment, whether or not as a result of repair by The Rent Company;
- Theft or loss due to violence shall not be covered without a police report.
- The deductible of 50 euros per event shall apply to a maximum of **3 events** of User Damage and/or theft; hereafter the renter shall receive a quote for repair or replacement.

7. Battery

- The battery forms part of the 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;
- We consider a battery to be defective or worn if it can **no longer be recharged at all** or if it has **less than 50%** (battery health) of its original charge capacity after a full charge, which is not a result of use of a defective charger, a non-original charger, or a defective part of the Equipment (such as the charging port);
- If the battery still works but the renter suspects reduced capacity, the renter shall carry out a test and state the 'battery health' when submitting a service ticket with TRC. We do this in order to avoid disappointment, because the employee of the service desk will request this before issuing a loan laptop. The renter can use different objective tests depending on the brand and model, such as:
 - Turn the laptop on. Press F2 or F12 as soon as the factory logo appears. You will now enter the BIOS. Go to the General menu and to Battery Info. The status of your battery is shown. This method can differ per brand and type of laptop.
 - In Windows 10 via: Windowst key + X → start 'Windows Powershell' → type 'powercfg /batteryreport' and view the generated report. It contains the factory capacity and the measured capacity. The battery health % is the division 'factory capacity / measured capacity'.
 - On a Chromebook, type 'ctrl-alt-t' and type 'battery_test'. The battery health % is shown
 - If you need help with this, please email or call our customer service before returning the laptop.
- TRC determines whether a battery is worn out or not, and it does this by means of its own measurement with specialist equipment or software;
- TRC will replace the battery free of charge if, in the opinion of TRC and according to its measurement, the battery is defective or worn:
 - Within 12 months after commencement of the rental agreement, or within 12 months after installation of a replacement battery for which the renter has paid TRC; or
 - After these 12 months, **only if the renter has purchased an Extended Battery Warranty with the rental agreement;**
- In all other cases of a worn or defective battery, the renter shall receive an email from TRC, quoting the market price for a new battery. If the renter does not agree to the quote within 10 working days after the date of the email, TRC reserves the right to return the laptop without a new or repaired battery. In that case, the rental agreement shall continue unabated and the renter shall owe the normal agreed amounts.
- In the event of indications of misuse of the Extended Battery Warranty by the renter, TRC may unilaterally terminate the Extended Battery Warranty with immediate effect. The renter may not



prematurely terminate the Extended Battery Warranty: it shall always be valid for the entire term of the rental agreement.

8. Complaints and disputes

- Complaints regarding these Easy4u Service Terms and Conditions can be made in writing to the TRC Customer Service Department at help@rentcompany.nl, or by post: The Rent Company, De Tweeling 18, 5215 MC 's-Hertogenbosch, The Netherlands. 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. Any disputes arising from these Easy4u Service Terms and Conditions that have not been mutually resolved shall be submitted to a court of law under the exclusive application of Dutch law (with the exception of the situation described below). Belgian law shall apply in respect of rental agreements concluded with a Belgian branch of TRC, in addition to the terms and conditions set out above.

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