

1. **Authorization of Work.** I (hereinafter “Customer”) hereby grant permission to Premier Tech Repair, LLC (the “Company”) and any agents thereof to perform any services deemed necessary by the Company to repair, replace, or otherwise modify my device (the “Service”) with new or refurbished parts. The scope of the work performed shall be negotiated between Customer and Company prior to the commencement of the Service. In the event that any negotiated term conflicts with an express term in this Agreement, this Agreement shall prevail.
2. **Payment, Refund and Substitute Service.** Payment is due in full upon completion of Service unless otherwise agreed upon by the parties. All agreed upon fees shall be binding and due in full whether or not the Service is successful. If Customer is unsatisfied with the Service, the Company may, at their sole discretion, provide a refund or substitute performance acceptable to Customer. The Company is in no way obligated to issue a refund or provide substitute performance for any Service.
3. **Warranty.** The Company warrants Services successfully performed for one (1) year of defective workmanship including replacement parts, unless otherwise stated. If Customer notifies Company of a warranty claim, Company shall use its best efforts to rectify any faulty Service. If Company determines, in its sole discretion, that a defect with the device is attributable to Customer’s misuse, abuse or negligent handling of the device; this provision shall be null and void.
4. **Water-Resistant Devices.** The Company cannot guarantee that water-resistant devices will remain so after being repaired. We make every effort to keep the device as close to factory as possible, but we advise you to take the necessary precautions in relation to water-resistant devices and you agree to release us from any loss or damage as a result of your device ceasing to be water-resistant.
5. **Right to Refuse.** The Company, in its sole discretion, reserves the right to refuse work that it believes is beyond the scope of its ability or for any other cause
6. **Abandonment.** If Customer does not pick up the device within thirty (30) days after Company notifies Customer that Service is complete, Company will treat the device as abandoned. Customer agrees to hold Company harmless for any damage or claim for the abandoned property. In the event of abandonment, Customer is still liable for charges incurred during the performance of Service.
7. **Customer Warranties.** Customer warrants that:
 1. Customer is the owner of the device submitted for Service. In the event that Customer is discovered not be the true owner of the device, Customer nonetheless assumes all liability for any claim made as the result of the Service.
 2. Customer acknowledges that Company is not an authorized Apple service dealer, and that technical support rendered Company may void manufacturer warranties any devices. Company does not assume any liability or warranty in the event that manufacturer warranties are voided. Customer agrees to release, indemnify, and hold harmless Company from liability for any claims or damages of any kind or description that may arise from any Service performed on the device.
 3. Customer has backed up all data stored on the device, which it wishes to preserve. Customer understands that the data on this device is not the responsibility of Company and that such data may be lost during or after the Service.
 4. Customer acknowledges that Company will assume ownership of items not claimed within thirty (30) calendar days. Customer acknowledges that Company will pursue any remedies available at law to recover amounts due for unpaid services.
 5. Customer must be forthcoming regarding any previous repairs completed on device either by the Company or other parties. In the event of damage occurring during repair due to faulty installation from previous repair the Company is not liable for such damage. A resolution will be presented and customer has the right to accept or decline.
8. **Waiver of Liability and Limitation of Damages.** The Company shall not be liable for any loss of data or component failures which may occur during or after the Service, any loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after the Service, or any damage or failures resulting from third party software installed during or after the Service. It is Customer’s sole responsibility to back up any data



contained on Customer's device and this section shall be adequate notice to Customer of such duty. **CUSTOMER EXPRESSLY WAIVES ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF ANY SERVICE, OR FAILURE TO PERFORM SERVICE.** In the event that Company acknowledges liability for any warranty or Service under this Agreement, Customer acknowledges that Company's maximum liability shall be the amount payable for the Services negotiated between the parties.

9. **Indemnification.** Customer agrees to indemnify and hold harmless Company and its officers, directors, employees, agents, representatives and counsel from any and all claims, losses, liabilities, damages, reasonable costs or expenses (including attorney's fees) whatsoever, as incurred, based on any claim that any content provided by Company or Customer infringes any copyright, trademark, trade secret, patent or any other property right of a third party.
10. **Termination.** Company may terminate this Agreement at any time, with or without cause, by giving written notice of termination to Customer. Upon receipt of such notice Company will return device to Customer and cease the performance of any Services. This Agreement will terminate automatically upon the receipt of all outstanding amounts payable by Customer for Services by Company.
11. **Assignment.** This Agreement is a unique contract and shall not be assigned by either party.
12. **Entire Agreement; Severability.** This Agreement constitutes the complete and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes, merges, and voids all negotiations, prior discussions, and prior agreements and understandings, whether written or oral, relating to the subject matter hereof. This Agreement may not be altered or amended except by agreement between the parties. Should any clause or provision of this Agreement be held or deemed unenforceable or illegal by any court, the remaining provisions of this Agreement shall survive and be fully enforceable as if the unenforceable or illegal provision was never included herein