

Terms of Service for In-Store Repairs

90-Day Limited Warranty

REPAIR BAR Smartphone Repair (“Repair Bar”) warrants all repairs and parts free of defects in materials and workmanship for a period of 90 days from the date of purchase. If the unit should malfunction, it must be returned to Repair Bar store or service center for evaluation and all costs of shipping shall be borne solely by the customer. REPAIR BAR's Customer Service Department will diagnose the repair immediately upon receipt. Upon examination by REPAIR BAR, if the unit is found to be defective it will be repaired or replaced at no charge. REPAIR BAR's warranty, however, does not apply to defects resulting from any action of the customer, including but not limited to mishandling, physical damage, water damage, improper interfacing, operation outside of design limits, repair by someone other than REPAIR BAR, use of any other product other than REPAIR BAR products, or unauthorized modification. This warranty is VOID if the unit shows evidence of any misuse or mishandling, including but not limited to being tampered with (broken seal), being damaged as a result of excessive corrosion; or current, heat, moisture or vibration; improper specification; misapplication; abuse or other operating conditions outside of REPAIR BAR's control. Software warranty applies to factory restores, backups, jailbreaks, unlocks, performed by REPAIR BAR, and applies to computers, laptops, cellular phones, etc. Warranty is VOID, however, if customer performs any software modifications not limited to restore, updating software on the device, downloading unauthorized or unapproved software, viruses, malware, spyware, or attempts to modify any software that has been installed by REPAIR BAR. REPAIR BAR reserves the right to VOID any warranty if any improper software installations or modifications have been made after customer has left the store location. This warranty is non-transferable (for example this warranty does not apply to any purchaser who bought the product from a customer of REPAIR BAR, or a reseller or distributor not authorized by REPAIR BAR, including but not limited to purchases from internet auction sites).

Limitation of Liability

REPAIR OR REPLACEMENT OF THIS PRODUCT, AS PROVIDED HEREIN, IS YOUR EXCLUSIVE REMEDY. REPAIR BAR SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST DATA, LOST REVENUES, LOST PROFITS, RENTAL OF REPLACEMENT EQUIPMENT, DOWNTIME, DAMAGE TO PROPERTY, AND THIRD-PARTY CLAIMS, ARISING OUT OF ANY THEORY OF RECOVERY, INCLUDING WARRANTY, CONTRACT, STATUTORY OR TORT. NOTWITHSTANDING THE TERM OF ANY

WARRANTY OR ANY WARRANTY IMPLIED BY LAW, OR IN THE EVENT THAT ANY WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL REPAIR BAR'S TOTAL CUMULATIVE LIABILITY EXCEED THE PURCHASE PRICE OF THE DEVICE OR SERVICE. USE OF THE DEVICE IS AT YOUR OWN RISK.

Repair Time and Delivery

REPAIR BAR will make reasonable efforts to deliver repaired equipment within the estimated time of delivery, but does not guarantee that a repair will be completed within a specific period of time. REPAIR BAR shall not be liable for any failures or delay in service due to any cause beyond its control. REPAIR BAR reserves the right to refrain from providing the repairs or services ordered and instead refund customer's payment at its sole discretion.

Manufacturer Warranties

You recognize that REPAIR BAR is an independent, third party repair company not affiliated with any original manufacturer or insurance company and that having your device repaired or worked on by REPAIR BAR may void any manufacturer warranty or ability to utilize insurance providers. REPAIR BAR is not responsible for any warranty that is considered void after repair services by REPAIR BAR have been rendered.

Replacement Parts

You recognize that REPAIR BAR is an independent, third party repair company not affiliated with any original manufacturer. Like any repair provider outside the original manufacturer, REPAIR BAR does not always have access to original equipment manufacturer (OEM) parts.

You recognize that after any service is performed, the damaged parts that are replaced during service become property of REPAIR BAR. Upon payment for any repair or service, you forfeit any claim on the damaged parts that were replaced during the repair or their value.

Responsibility to Pick Up Devices

Due to space limitations, REPAIR BAR requests that you pick up your equipment promptly.

If equipment is left with REPAIR BAR and is not picked up within 30 days after being notified by REPAIR BAR that your product has been serviced, REPAIR BAR will consider your equipment abandoned and may dispose of your equipment in accordance with applicable law. You agree to hold REPAIR BAR harmless for any damage or claim for the abandoned property (as stated in the signed work order every customer receives before the repair process is initiated), which we may discard or recycle at our sole discretion 30 days from customer being notified that your product has been serviced.

Software

If service involves transferring information or installing software, customer represents that customer has the legal right to copy the information and agree to the terms of the software license, and customer authorizes REPAIR BAR to transfer the information and accept such terms on your behalf in performing the service at your instruction.

You acknowledge and agree that You are solely responsible for all Content that You make available through the Device. Accordingly, You represent and warrant that: (i) You either are the sole and exclusive owner of all Content that You make available through the Device or You have all rights, licenses, or permissions, consents, and releases that are necessary to grant to [] the rights in such Content, as contemplated under this Agreement; and (ii) neither the Content nor Your posting, uploading, publication, submission, or transmittal of the Content or []'s use of the Content (or any portion thereof) on, through, or by means of the Device or otherwise will infringe, misappropriate or violate any third party's patent, copyright, trademark, trade secret, or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Payment for Service

Payment in full for repairs and services must be rendered prior to picking up a device. A non-refundable repair deposit may be required for parts that require a special order to be placed.

Liquid Damage Diagnostic and Board Cleaning Service

You understand that due to the nature of liquid damage, a device that may arrive in "working" or "partially working" condition with liquid damage present, may not work after the diagnostic is performed. Liquid causes corrosion and rust on many components which can result in reduced device functionality after disassembly and re-assembly.

You understand that if a device is operable upon arrival it is recommended that you back up the device before leaving it to be diagnosed. REPAIR BAR is not responsible for any data loss/ non-working devices after a diagnostic is performed in the presence of liquid damage.

You understand that the goal of a liquid cleaning service is to get the motherboard of the device in an operable condition. This service does not include non-integrated parts such as physical buttons, batteries, Wi-Fi cards/cables, or any other components that are not built into the motherboard itself.

You understand that if the liquid damage motherboard cleaning service resolves all device issues, then customer will be responsible for the liquid damage motherboard cleaning fee stated on the work order.

You understand that if additional non-integrated components are needed to fix the device, you will be contacted with a detailed price quote. If you elects to

proceed with the replacement of non-integrated components, the liquid damage cleaning fee will be waved.

You understand that if the motherboard cleaning service does not restore full functionality to the motherboard of the device (meaning the phone cannot be fully repaired), there will be no charge for the motherboard cleaning service.

Computer Virus Removal, Operating System Reinstall, and Data Backup

You understand that during a virus repair or removal REPAIR BAR uses a multitude of software tools to remove any malware present in the device.

You understand that due to the nature of many viruses (which infect not only the Operating System, but also user files) REPAIR BAR CANNOT guarantee that 100% of your files will remain intact. There exists the possibility of having to delete documents, music, pictures, applications, and any other data that have become infected.

You understand that REPAIR BAR CANNOT guarantee malware removal through software alone. If it is the case that REPAIR BAR cannot safely remove the virus entirely, you will not be charged for the virus removal service, and REPAIR BAR will you about performing a reinstall of the operating system from a clean installation.

You understand that REPAIR BAR will not back up any user created file unless a "Computer back up service" is included.

You understand that if and Operating System Reinstall service is performed REPAIR BAR provides a factory installation with no additional software installed except for primary hardware drivers. Any Software, including Anti-Malware (free or paid-subscription), is subject to a software installation fee.

You understand that REPAIR BAR CANNOT install a different operating system than what is provided by the computer's manufacturer, or provided by the Customer. Customer represents that customer has the legal right to use the operating system, and has agreed to the terms of the software license.

Collection and Use of Personal Information

Information such as name and email address is collected for internal record keeping, service updates, requesting feedback, and provide you product information, promotional information, and updates to REPAIR BAR's Terms of Service and Privacy Policy.

In-Store Cameras

In-store cameras are used to assist in loss prevention and to protect the valuable internal and customer belongings while you are in the store.

Accessing Data on Customer Devices

As part of our required diagnostic testing, certain applications containing customer data (such as camera, dial pad and messaging applications), may need to be accessed to thoroughly test the device's functionality. This process is

essential to ensuring we have done our due diligence in repairing your device to the best of our ability. This information is never intentionally exposed in any way and will not be mishandled or sold to third party companies for any purpose. REPAIR BAR will never transfer or copy data on a customer's device to any other equipment without customers express consent or unless the operation is required to complete the services requested by the customer.

Data Backup and Recovery Services

In the event of a repair, or any similar circumstances, that requires a device be restored to original settings REPAIR BAR will backup data to the best of our ability. If data becomes lost or corrupted during the repair process, though not responsible for the loss of data, REPAIR BAR employees will direct affected customers to a reputable data recovery company.

Data Loss

Customer agrees that prior to REPAIR BAR servicing of any customer equipment, it is customer's responsibility to: (1) backup all data, software, information, or other files stored on customer's computer disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera or on any other electronic storage device; and (2) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film, or other media from customer's product, as applicable. Except as expressly provided for herein, REPAIR BAR shall be liable under any circumstances for any loss, disclosure, alteration, or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film, or other media.

When the repair process has begun after the signing of the work order associated with repair, the customer has consented to this policy and all its attributes.

Terms and Conditions

The Use of this Website is Subject to the Following Terms of Service:

REPAIR BAR offers this website (www.uBreakiFix.com), including all information, software, products, and services available from this website or offered as part of or in conjunction with this website, to you, the user, conditioned upon your acceptance of all of the terms, conditions, policies and notices stated on this website.

Your continued use of the website constitutes your agreement to all such terms, conditions, and notices, and any changes to this Terms of Service made by REPAIR BARX.

The term "REPAIR BAR" or "us", "we", or "our" refers to the owner of this website. The term "you" refers to the user or viewer of this website.

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Limitation of Liability

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Indemnification

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None of the material contained on the website may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo reproduction, recordation or otherwise), resold, or redistributed without the prior written consent of REPAIR BAR. Violation of this provision may result in severe civil and criminal penalties.

Changes to Terms of Service

REPAIR BAR reserves the right, at any time, to modify the terms this Terms of Service, by making those modifications available on this website or by providing notice to you. Any modification will be effective immediately upon posting on this website or other such notice. You are deemed to have agreed to such modification through your continued use of the products or services.

Waiver and Severability

REPAIR BAR's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the invalidity of such provision shall not affect the remaining provisions of these Terms of Service, and all provisions not affected will remain in full effect to the fullest extent possible consistent with the intent of the parties.