## mr. fxr service agreement

**data:** mr. fxr is not responsible for any data on devices. the customer is responsible for backing up information in advance prior to seeking a repair. i waive any action against mr. fxr for loss of data.

**success:** mr. fxr does not offer any verbal or written guarantee, either expressed or implied, regarding the success of this repair.

**non-responsive device:** if the device being checked in is non-responsive, not receiving power, or not powering on, mr. fxr cannot be held responsible for what may potentially be broken along with what the owner of the device may initially claim. since the device is non-responsive, we have no way to test whether or not that there may be any additional issues (above what is claimed) that may be hidden.

#### water damage and board-level repair services\*: guaranteed for 30 days.

\*regarding these types of repairs – we ultimately do not do these types of repairs unless it is expressly needed and there is no other option. the damage to the device has been done. we are now in damage control. the reason that your device is in this situation is because of the damage to your device that is causing it to not function properly or not function at all. your device cannot remain in the state that it is currently in. the damage will only progress if there is no action taken. there has to be an intervention to revive the device or prevent any additional future damage or to recover data.

that said, other than replacing the entire motherboard, liquid damage repair isn't a typical repair such as just replacing a single component and the job is finished. it's a deep forensic effort that requires extensive diagnostic skill such as reviewing proprietary schematics for hours, identifying corroded and shorted circuits. a process that will employ all of our electrical knowledge, soldering ability, and sometimes difficult to source hardware on a device that sometimes is ultimately not repairable. we appreciate your patience and cooperation with this type of repair.

we strive to deliver proper expectations for these types of issues that you are experiencing in advance and by providing you with this signed document. we cannot predict the unforeseen. only investigate, propose a solution and attempt the repair. many times, our expectations and diagnosis will meet the real world outcome. but sometimes an issue can show after a repair has been completed. it is not typical, but can happen. some repairs are successful without having to do as much work as others. we will first attempt to complete the repair with the lowest possible cost and intrusion. if further effort is then required, we reserve the right to have the opportunity to identify and attempt to correct those issues. if there are any issues that need our assistance during the guarantee period, the customer must notify us immediately and must also immediately give the opportunity to diagnose the issue by allowing us access to the device. any guarantee offered by mr. fxr is void if the period between initially observing an issue and surrendering the device for inspection extends longer than seven (7) days. additional charges may also apply if the diagnosis determines that the issue is not covered by the guarantee. opening the device by yourself or anyone other than mr. fxr will completely void any remedy that may be offered by mr. fxr.

time is another expectation to address. the times involved and expressed are only estimates. these types of repairs are not quick. many parts are usually not stocked (due to the wide variety) and most have to be shipped from china where shipping from across the world takes time. there are many proprietary parts that have to be sourced from many different places and may or may not resolve the problem and may or may not be available. many times, parts are very difficult to identify, and sometimes we are not able to. if not, this will lead to more diagnosis and additional time involved. our intention is to fix your device in a timely manner, but your patience is expected and required. if unnecessarily pressed for time, we reserve the right to return your product and charge a diagnostic fee and any parts ordered. we actually reserve the right to refuse service at our sole discretion for any reason.

deposit: a deposit may be required for parts and next level diagnostic services. this deposit is non-refundable.

**quote revision:** sometimes a hidden issue can be exposed during the process of attempting a repair or even after we have considered the repair to be completed. we do our best to expose any and all issues in advance with the original fee quote, but if during the repair we find that the suggested quote or completed repair requires additional labor and/or parts not specified in the initial quote, mr. fxr may seek your approval of a revised estimate. if you do not agree to the revised charges, mr. fxr may return your product and hold you responsible for a diagnostic fee plus tax.

**parts:** mr. fxr reserves the right to use new, used or reconditioned parts. in some instances, damaged parts can be refurbished and mr. fxr will retain any replaced part that is produced as part of the repair as our property and the replacement part will become your property. we may then recycle or sell this item without any liability to you.

**disabled**: if device is stuck on itunes or unavailable screen after the screen replacement mr. fxr will not be held liable due to this state cannot be determined prior to starting repair. The onus is on the customer to be aware that the phone has reached this state, and the customer is still liable for payment for the work done to reach this point.

**abandonment:** if you have not claimed your device AND paid all charges due within thirty (30) days after being notified that your device has been repaired, mr. fxr will consider your device abandoned and it will become the property of mr. fxr. we will notify you at the end of this period at the contact information you provided on this contract. we will consider this effort to be our maximum due diligence and the property will be disposed of ten (10) days after notice has been given without any additional efforts to contact you.

**limitation of liability:** notwithstanding any other provision in this agreement, the liability of mr. fxr for damages arising out of any act or omission of mr. fxr, other than gross negligence or willful misconduct, shall not exceed the total amount invoiced by mr. fxr to the owner of the device for services provided by mr. fxr pursuant to this agreement. by signing this form, you are authorizing us to proceed with the diagnosis and ultimately the repair. except where prohibited by law, mr. fxr will not be liable for any incidental or consequential loss or damage to the device arising from the repair service whether direct, indirect, special, regardless of the legal theory asserted.

**mediation:** any mediation, arbitration or other dispute resolution proceeding arising from this contract for work performed in this state (mississippi) shall be conducted in this state (mississippi).

#### mr. fxr is not affiliated with apple inc. and we are not an apple authorized service provider.

by signing below i acknowledge, accept and agree to the terms of this agreement. i have read the above terms & conditions. i have reviewed other official apple options and have declined to pursue a solution with apple and am granting mr. fxr the opportunity to diagnose and service my device. i understand that by allowing mr. fxr to service my device, it may void any warranties or extended service programs provided by apple inc or other third party insurance. i certify that i am the owner of the device described and in the event that i am found not to be the true expressed owner, i assume ALL liability for any claim made to or against mr. fxr as a result of my actions.

page 2 of 3 please initial

# evaluation submission form client information

name:

phone:

email:

address:

preferred contact method:  $\Box$  email  $\Box$  phone  $\Box$  text

### device Information:

□ hard drive\*  $\Box$  flash drive □SD/CF card □ microSD □ RAID/NAS  $\Box$  cell phone (passcode: ) □ other

make/model: serial #: (if available)

description of problem:

critical data to be recovered:

\*has the drive been opened previously: YES / NO if "Yes", by whom:

\*bitlocker key (if encrypted):

i, the client, authorize mr. fxr and its affiliates to conduct an evaluation of the media supplied to determine the nature of the failure and provide a quote of recovery cost. by signing below, i acknowledge that I have read and understand the Terms and Conditions listed above.

client name:

signature: X\_\_\_\_\_\_date:\_\_\_\_\_\_date:\_\_\_\_\_\_