



Repair Agreement

Updated 10/11/2021

1. Diagnostics & Testing

1.1 The customer permits Wisephone ER to install third-party testing software on their device. Wisephone ER may require the password / passcode of the device in order to fully complete pre and post repair testing. This testing software will be removed from the device at the end of the repair.

1.2 Wisephone ER cannot be held liable for any issues found after a repair has been completed if the device in question was unable to be successfully tested prior to the repair. Issues that prevent pre-testing include but are not limited to:

- (a) Display issues (e.g. no display, doesn't respond to touch, ect)
- (b) Faulty charging port (required for testing software)
- (c) Battery issues (e.g. reboots, no power, ect)

1.3 Wisephone ER charges a non-refundable \$30 fee up front to disassemble any device for any reason. Certain functionality issues may require a device to be disassembled in order to be properly diagnosed.

2. Expectations, Limitations, & Logistics

2.1 While most repairs are completed the same day, some repairs may require parts that we do not keep in stock. These parts will need to be ordered. If the customer chooses to proceed with a repair that requires a parts to be ordered they may:

- (a) Pay for the part in full up front and bring the device back once we notify them that we have received it
- (b) Leave the device with us while we wait for the part to arrive

Once ordered, any parts that are paid for up front will not be eligible for a refund for any reason.

2.2 Wisephone ER uses high quality aftermarket parts to complete most repairs, however, due to limitations in the repair industry, Wisephone ER cannot guarantee that any part installed on a device will be of, appear like, or perform like the original OEM part. OEM quality parts may be available to the customer at an additional charge.

2.3 Certain part installations may result in software notifications appearing on the repaired device. These notifications are put in place by the manufacturer and in no way indicative of the quality of the repair or the parts used. Wisephone ER cannot be held liable for these notifications and will not offer a refund for repairs that cause them to appear.

2.4 Wisephone ER makes no guarantee that devices that claim to have water & dust resistance will retain such resistances once repaired.

2.5 Wisephone ER does not claim to be authorized by or affiliated with any device providers, or manufacturers. Having your device repaired by an unauthorized party will likely result in any warranties that may remain on the device being void.

2.6 Due to the nature of electronics repair, Wisephone ER employees may not be able to accurately identify hidden issues inside your electronic equipment. Wisephone ER cannot be held responsible for functional problems that develop after a repair is completed.

2.7 It is the customers responsibility to ensure that all critical data on the device is backed up prior to having a device repaired. Wisephone ER can not be held responsible for any data lost due to complications that may arise before, during, or after repair.

2.8 Customers will be given 30 days to pick up a device from the day they are notified. Wisephone ER will notify the customer via the contact method they provided to us prior to starting the repair. Any devices not picked up within 30 days of notification will become the property of Wisephone ER and not be returned for any reason.

3. What Is Covered By Our Warranty

Wisephone ER warrants only to the original purchaser of the repair service through Wisephone ER (“you” or the “Buyer”) that the replacement parts shall be free from defects in materials and workmanship under normal use for the warranty period defined below, as documented by a valid proof of purchase — e.g. receipt or invoice. This Limited Warranty excludes consequential damages, limits the duration of implied warranties, and provides for liquidated damages.

4. What Is Not Covered

4.1 This Limited Warranty does not apply to, and the term “service” shall not include,

- (a) Any consumable parts of the product (e.g. batteries)
- (b) Any parts that are unable to be removed without being damaged (e.g. back glass)
- (c) Software, even if packaged or sold with the product or embedded in the product (e.g. firmware and/or system software) (“manufacturer software”).

4.2 This Limited Warranty does not apply to any:

- (a) Damage to the part caused by use with third party products.
- (b) Damage to the part caused by accident, abuse, misuse, spillage of food or liquid or other external causes, including but not limited to fire or an act of God, such as a flood.
- (c) Damage to the part caused by abnormal use of the Product, outside the permitted or intended uses described by the manufacturer.
- (d) Damage to the part caused by failure to follow instructions relating to the product’s use or use of improper voltage or power supply.

(e) Damage to the part caused by service performed by anyone who is not a representative of Wisephone ER.

(f) Cosmetic damage to the part, including but not limited to scratches or dents.

(g) Damage caused to the part by dirt or debris (e.g. dust in charging port)

(h) Defects or parts requiring replacement due to ordinary wear and tear, corrosion, rust or stains, scratches, dents on the casing or paintwork of the part

4.3 Recovery and reinstallation of Software programs and user data are not covered under this Limited Warranty. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during the performance of any warranty service, and Seller will not be responsible for any such damage or loss.

5. Duration

This Limited Warranty lasts for the life of the part, starting on the date that you purchase the service (the “warranty period”).

6. Warranty Service

6.1 To obtain warranty service under this limited warranty, you must bring your device, along with your proof of purchase, to any Wisephone ER location. You may also obtain support by emailing us at contact@wisephoneer.com.

6.2 We will ask you questions to determine your eligibility under this Limited Warranty. You understand that such measures do not imply that the Limited Warranty is applicable. If the claim is justified based on this Limited Warranty, we will replace the defective part installed on the product free of charge. Any part returned to us without a valid warranty claim will be returned at your cost (subject to prepayment) capped to 5% of the price of the part, or kept for sixty (60) days for your pick-up and then disposed of in our sole discretion with no further liability or obligation to you.

7. Our Obligations

7.1 If a defect in the part arises and a valid claim is received by us within the warranty period, we will, at its option and to the extent permitted by law, either

(1) Repair the product at no charge, using new or refurbished replacement parts

(2) Reinstall the original defective part on the device and refund the customer in full

(3) Exchange the Product with a new or refurbished product that is the same or similar to the product you purchased.

We provide no assurance, representation or warranty that any replacement part or product will be identical to, or will offer the same functionalities as, the part you purchased from us, or the product you originally had serviced. Technological advances and product availability may result in your receiving a replacement with a lower selling price than the original product. In all cases, comparability of the replacement product with the original product will be determined by us at our reasonable discretion. If

we determine it is not reasonable to repair or replace the defective product, we may refund you the purchase price you paid for the service. If we determine that the issue presented is a problem with the device itself and not the installed part, we may refund you in full less the fees mentioned in section 1.3 of this document.

7.2 In the event of a part defect, to the extent permitted by law, these are your sole and exclusive remedies. This limited warranty is valid only for purchases made by you within the 48 contiguous United States. Replacement or repaired products will only be shipped by Seller to addresses within the 48 contiguous United States, and refunds will only be credited to your original method of payment. Any replacement part will be warranted for the remainder of the original Warranty Period.

8. Exclusions & Limitations

8.1 These limitations shall be enforceable to the extent permitted by law. Some states do not allow the exclusion or limitation of incidental or consequential damages or the limitation of implied warranties, so the limitations or exclusions listed above may not apply to you.

8.2 Limitation of damages. Except to the extent prohibited by applicable law, Wisephone ER shall not be liable for any incidental, indirect, special, or consequential damages, or any loss of profits, revenue, or data resulting from any breach of an express or implied warranty or condition, or under any other legal theory, even if we have been advised of the possibility of such damages and regardless of the form of action whether in contract, tort (including negligence) or any other legal or equitable theory. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8.3 This Limited Warranty is personal to the original Buyer and does not run with the Product. You may not assign, transfer, or convey this Limited Warranty.

8.4 This Limited Warranty covers the part installed on the product only, it does not cover the product itself.

8.5 This Limited Warranty does not cover damages caused by catastrophic part failure.

8.6 This Limited Warranty does not cover devices that have been repaired or opened by parties other than the warranty provider. Any such actions will result in the warranty be void.

9. Specific Legal Rights

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

10. Governing Law

This Limited Warranty shall be governed by the laws of the State of Virginia, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.