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Repair Terms and Conditions (“Terms and Conditions”)

MMI-CPR, LLC with an address of 260 Interstate Circle, North, S.E., Atlanta, Georgia 30339 "MMI-CPR" and the individual CPR store where this product is being repaired shall hereinafter be referred to as "Provider", "We", "Our" and "Us". The individual or entity who wants Provider to perform Repairs shall hereinafter be referred to as "Customer", "You" or "Your". Any device upon which the Provider performs Repairs shall hereinafter be referred to as "Device".

Work Authorization. By submitting Your device to Us for repair, You authorize Us to complete a mechanical and physical inspection of the Device and perform the service authorized by You and/or Your device protection program administrator ("Repair" or "Repairs"). If We determine that repair needed to the Device is outside of the repair authorization, then additional charges not shown in the service estimate may apply. We will notify You of the additional charges prior to starting the Repairs. We will not begin any work on the Device until You and/or, when applicable, Your device protection program administrator authorizes the additional charges.

Agreement. All Repairs shall be subject to these Terms and Conditions. Should You submit Your Device to Us, including shipping it to Us, You agree to these Terms and Conditions as a binding agreement between You and Us ("Agreement").

Shipments to Provider. For any shipments You may send to Us, You will use the packaging and labels provided by Provider. If You choose to not use such packaging and labels, (a) Your Device may be damaged or lost, and (b) Provider will not be responsible for damage or loss caused to packages.

Limited Warranty. The Provider warrants to its Customers for a period of one year from the Pick Up Date that (a) the work performed by the Provider shall be in a workmanlike manner, (b) any parts supplied by the Provider will be free from material defects, and (c) that the Repairs will be performed according to industry standards ("Limited Warranty"). This Limited Warranty is non-transferable. If Your Device malfunctions after We complete the Repairs, You must return the Device to a MMI-CPR Store for evaluation. We will evaluate the Device upon receipt. If We determine that the malfunction is caused by Our negligence or a breach of the Limited Warranty, We may repair the Device at no additional cost.

You acknowledge and agree that the Limited Warranty does not apply to any damage to Your Device caused by You or a third party, including but not limited to: liquid damage; physical damage; misuse; improper interfacing; or any additional repairs completed by someone other than the Provider.

This Limited Warranty is only for the work provided under Repairs, even if Your Device is still covered under its manufacturer's warranty. We may not be subject to or bound by the manufacturer's warranty. We are not liable for the loss of any manufacturer's warranty on any Device, product, or accessory due to any Repairs performed by Us.

EXCEPT FOR THE LIMITED WARRANTY STATED HEREIN, ALL WARRANTIES REGARDING THE SERVICES AND PARTS ARE EXCLUDED, INCLUDING BUT NOT LIMITED TO THOSE OF WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

Use of Third-Party Parts. You acknowledge and agree that Repairs may include the use of OEM or non-original, third-party parts. If non-original parts are needed to complete a Repair, You hereby authorizes their use. You acknowledge that installation of non-original parts may void Your manufacturer's warranty coverage and may cause the Device to display a message notifying You of the use of non-OEM parts.

Use of OEM Parts. We acquire genuine Apple® parts through an independent repair provider program. We are NOT an Apple Authorized Service Provider. We acquire genuine Samsung® parts through an independent service provider program. We are NOT a Samsung Authorized Service Center.

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Software. If the Repair involves transferring any data or installing software, You represent that You have the legal right to copy the information or transfer the software. You agree that You have adhered to the terms of the software license and that You authorize Us to transfer the information or software and accept such terms of any software license on Your behalf to perform the Repairs. You agree to reimburse, indemnify, hold harmless, and defend at Your expense (including attorneys' fees) Us from and against any and all losses, expenses, or third party claims which We may suffer or be subjected to on account of any claim or infringement of patents, copyrights, trademarks or violation of software license related to the Repairs. Any software modifications or changes to the Device's manufacturer approved operating system will void any warranty covered or carried by the Device/You. We do not support or promote the use of pirating applications via software modifications. We are not liable for damages caused by or data lost due to software modifications or changes to the original manufacturer's operating system. Due to the instability of software modifications or changes to the original operating system, there is no warranty, whether expressed or implied, on any Repairs that include software modifications or changes to the operating system as intended by the manufacturer.

IMPORTANT. Prior to submitting Your Device for Repairs, back up all software and data that reside on the Device. During Repair, We may need to reset the Device to factory settings or delete the Device content and reformat the storage media. If this occurs, We will return Your Device to You as originally configured by the manufacturer, subject to applicable updates. You will be responsible for restoring all other software programs, data, and/or passwords. Some of Your existing applications and programs may not be compatible with the hardware or software updates required for the authorized repair. Provider is not liable for any data loss that occurs while performing the Repairs. Resetting the Device back to factory settings may lock the Device to the original carrier network if the Device was unlocked after purchase. You may need to unlock the Device to use it outside of the original carrier network.

Device Collection/ Sale of Left Device. When the Repair is complete, We will contact You using the contact information provided. You will have thirty (30) days to pick up Your Device from the date we originally notify that Repair is complete ("Pick Up Date"). If You are unable to retrieve Your Device by the Pick Up Date, contact us immediately to arrange a different pick up date (the "Extended Pick Up Date"). If You do not claim Your Device by the Pick Up Date or the Extended Pick Up Date, Provider will consider Your Device abandoned, and We may dispose of Your Device at our discretion. It will no longer be covered under the Device protection program.

Copyright Branding. You understand that We are not able to sell branded material that can be subject to copyright infringement unless otherwise authorized to do so. You understand in the case of a branded part used for repair/replacement You will: (a) provide the material part to be installed, or (b) agree to the use of a used / pulled from original Device part which is not subject to copyright infringement.

Limitation of Liability. IN NO EVENT WILL WE BE LIABLE TO ANY OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF USE OR DATA, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT CUSTOMER OR ANY OTHER PARTY, THEIR EMPLOYEES OR AGENTS, MAY SUFFER WHICH ARE CAUSED BY OR RESULT FROM THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF WE WERE AWARE OF THE POSSIBILITY OF OCCURRENCE FOR SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.

In no event shall Our total liability to You for all damages, losses, and causes of action arising out of this Agreement exceed the amount paid for the Repairs and the fair market value of Your Device. In the case of a lost Device, Our provision of an equivalent replacement device, at Our sole subjective discretion, such replacement device may be new or refurbished.

We shall not be liable for any failure or delay in performance of repairs to the extent such failure or delay is caused by circumstances beyond Our control.

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Applicable Law & Dispute Resolution. You agree that any and all claims or disputes (whether in contract, tort or otherwise) relating to or arising out of this Agreement or Repairs, including payment disputes, shall be resolved by confidential binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA. You may obtain a copy of the AAA's Rules by calling 1-800-778-7879. The arbitration shall be held at a location within the state in which the phone was repaired. This Contract shall be governed by the laws of the state of Georgia without regard the conflicts of laws rules of that state or jurisdiction. Foreign laws do not apply. This provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §1, et seq. to. If any portion of this provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this provision, except that in no event shall this provision be amended or construed to permit class arbitration or arbitration on behalf of any individual other than You. You understand and agree that because of this provision, neither You nor We shall have the right to go to court or to have a jury trial, or to participate as any member of a class of plaintiffs pertaining to any claim arising out of this Terms and Conditions or the use of the Loaner Phone.

Personal information. We agree to hold all data received from Your Device private and confidential and agrees not to (a) disclose the information received from the Device to any third party; or (b) use the Confidential Information for purposes outside the scope of this Agreement, except that We may disclose Confidential Information to the extent required by legal process. By providing Us with Your e-mail address, or telephone number, You expressly agree that We may send You servicing communications by telephone, electronic means, SMS, MMS, or text message. If You have any questions regarding our privacy policy, please contact theprivacyoffice@assurant.com.

Headings. The Article and Section headings are for reference and convenience only and will not be considered in the interpretation of this Agreement.

Severability. These Terms and Conditions are enforceable in accordance with their terms to the fullest extent permitted by law. If any portion of these Terms and Conditions are adjudged by a court or arbitrator to be invalid or unenforceable, that adjudication will not invalidate the remainder of these Terms and Conditions, and they will be fully enforceable. The parties hereto further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such void or unenforceable provision.

If We provides You with a loaner device ("Loaner Device") while We perform the Repairs, You will be required to execute a separate Loaner Device Agreement, which contains the terms and conditions for the Loaner Device. Provider will return Your Device to You only after You return the Loaner Device and/or pay any outstanding amounts due, including the repair or replacement of the Loaner Device if damaged, lost, or stolen.

In the event any ambiguity or question of interpretation or intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Final Agreement. These Terms and Conditions constitute the entire and final expression of the Agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous negotiations, offers, discussions, arrangements, promises, representations, agreements, or understanding of the parties whether written, oral, or otherwise, in connection herewith. No agent, employee, dealer, representative, or reseller is authorized to modify these Terms and Conditions, including but not limited to, the ability extend the Limited Warranty above or to make binding representation or claim, whether through advertising, presentations or otherwise.