

## Terms and Conditions

### West Georgia Technology

#### Notice

West Georgia Tech LLC and Super Phones LLC are independent entities. They are both covered within these Terms and Conditions. For the sake of readability in the agreement both West Georgia Tech LLC and Super Phones LLC can/will/may be used interchangeably or referred to as West Georgia Technology.

#### 90-Day Limited Warranty

West Georgia Tech LLC and Super Phones LLC both referred to as (“West Georgia Technology”) warranty’s 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 West Georgia Technology store or service center for evaluation and all costs of shipping shall be borne solely by the customer. West Georgia Technology 's Customer Service Department will diagnose the repair immediately upon receipt.

Upon examination by West Georgia Technology, if the unit is found to be defective within the first (1<sup>st</sup>) thirty (30) days it will be repaired or replaced at no charge. After the first (1<sup>st</sup>) thirty (30) days, day thirty-one (31) thru day ninety (90) the defective part will be replaced, however the customer will be responsible for labor cost associated with the repair.

- Day 1 – 30 We will replace any Manufactures Defective Part at NO COST
- Day 31 – 90 We will replace any Manufactures Defective Part at LABOR COST ONLY, NOT FREE

West Georgia Technology’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 West Georgia Technology, use of any other product other than West Georgia Technology 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 West Georgia Technology 's control. Software warranty applies to factory restores, backups, jailbreaks, unlocks, performed by West Georgia Technology, 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 West Georgia Technology. West Georgia Technology 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 West Georgia Technology, or a reseller or distributor not authorized by West Georgia Technology, 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. West Georgia Technology / Super Phones 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 West Georgia Technology / Super Phone'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**

West Georgia Technology 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. West Georgia Technology shall not be liable for any failures or delay in service due to any cause beyond its control. West Georgia Technology 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 West Georgia Technology 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 West Georgia Technology may void any manufacturer warranty or ability to utilize insurance providers. West Georgia Technology is not responsible for any warranty that is considered void after repair services by West Georgia Technology have been rendered.

### **Replacement Parts**

You recognize that West Georgia Technology is an independent, third party repair company not affiliated with any original manufacturer. Like any repair provider outside the original manufacturer, West Georgia Technology 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 West Georgia Technology. Upon payment for any repair or service, you forfeit any claim on the damaged parts that were replaced during the repair or their value.

### **Direct and Indirect Damages / Consequential Damages**

You recognize that West Georgia Technology is to be held harmless from all direct, indirect, consequential, and collateral damages to any device, phone, and computer while a repair is being attempted.

You understand your device was damaged, broken, dropped, before being repaired resulting in unseen damage. The damage that is unseen, out of sight, out of control for West Georgia Technology may make your device unusable, nonfunctioning, and/or no longer working after the repair or during testing before repair. In the event of this situation West Georgia Technology will remove all new parts if possible and return the device to the customer. There may or may not be a labor charge, this will be discussed with the customer beforehand. West Georgia Technology will not be held responsible for the devices no longer working condition.

You understand your device must be opened, taken apart, disassembled in order to repair. This can result in other parts being scratched, cracked, broken and/or damaged. You hold harmless West Georgia Technology in the situation.

You understand that in the event of a high risk repair you will sign another disclaimer explaining the risk in writing of the possible repair. This high-risk repair form will detail prices, outcomes and potential issues that may arise. It will also hold harmless West Georgia Technology from any direct or indirect damages from the repair.

There is always a risk of damaging your device while being repaired. This risk is different in every situation and repair. It's the customer's responsibility and due diligence to ask questions and understand this risk. West Georgia Technology will always do its absolute best to identify these risks and discuss it with a customer beforehand.

### **Responsibility to Pick Up Devices**

Due to space limitations, West Georgia Technology requests that you pick up your equipment promptly.

If equipment is left with West Georgia Technology and is not picked up within 30 days after being notified by West Georgia Technology that your product has been serviced, West Georgia Technology will consider your equipment abandoned and may dispose of your equipment in accordance with applicable law. You agree to hold West Georgia Technology harmless for any damage or claim for the abandoned property, which we may discard or recycle at our sole discretion 30 days from customer being notified that your equipment 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 West Georgia Technology 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 of (50% or more) 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. West Georgia Technology 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.

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

You understand that West Georgia Technology will not back up any user created file unless a "Computer back up service" is included.

You understand that if an Operating System Reinstall service is performed West Georgia Technology 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 West Georgia Technology 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 West Georgia Technology'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. West Georgia Technology 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 West Georgia Technology 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, West Georgia Technology employees will direct affected customers to a reputable data recovery company.

### **Data Loss**

Customer agrees that prior to West Georgia Technology 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, West Georgia Technology shall not 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.

### **Refunds**

For **All Accessories**, including Cases, Device Chargers, Tempered Glass, everything else. NO REFUND, Store Credit or Exchanges ONLY and must be completed within 15 days of purchase. No Exceptions

For Devices repairs (**smartphones and tablets**) If wanting a refund before repair is completed and any special-order part can be cancelled or returned without cost; full refund is given, if there is a cost involved in returning the part the customer is responsible for that cost and will be deducted from any refund issued. NO REFUND will be issued for completed repairs. In some situations, where a part can be removed without damage, we can issue STORE CREDIT for part cost only.

For Computers repairs (**desktops and laptops**) No refunds are given for computer labor, virus removals, or anything else not part related. If there is a part involved refund can be given for that part, unless part will be destroyed or damaged during removal. If it's a special-order part, there may be a restock or shipping fee to return part to vendor.

ALL REFUNDS are at the discretion of Management at West Georgia Technology. We hold the right to not refund anything for any reason.