

# KENTUCKY CELL REPAIR



Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Number \_\_\_\_\_ Alt \_\_\_\_\_

Email Address \_\_\_\_\_

Device Make and Model \_\_\_\_\_

Device IMEI or ESN (serial number) \_\_\_\_\_

Explain problem (s) with device \_\_\_\_\_

**Remove SIM card and SD card, your information is on those cards.**

## ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

This Kentucky Cell Repair General Terms of Service (“Service Terms”) is provided to you (“Customer”) in connection with the Kentucky Cell Repair service that Customer has requested (the “Service”). These terms and conditions comprise the entire agreement between Customer and Kentucky Cell Repair with respect to the Service.

Customer requests and authorizes Kentucky Cell Repair and any employee, subcontractor or consultant of Kentucky Cell Repair to examine, modify and attempt to repair any and all problems found with the cell phone.

Customer agrees **NOT** to hold Kentucky Cell Repair or any employee, subcontractor or consultant of Kentucky Cell Repair responsible in any way for the failure or functionality of any and all hardware or software associated with Customer’s electronic device, cell phone, computer, or data storage device, including any failure that occurs while attempting repair. The Customer accepts ALL RISK associated with any repair or attempted repair or any other action by Kentucky Cell Repair. Customer accepts ALL RESPONSIBILITY to pick up or otherwise make arrangements TO pick up within fourteen (14) days of completion or you are giving; Kentucky Cell Repair or any employee the permission to donate your device for recycle, to sell or otherwise recover our parts.

Customer is aware of the importance of backing up my data and software. The Customer agrees NOT to hold Kentucky Cell Repair or any employee, subcontractor or consultant of Kentucky Cell Repair responsible in any way for the loss or corruption or consequences of the failure to recover any data or software residing on The Customers computer system or data storage device.

Remaining terms and disclaimer following on the back, by signing you acknowledge you have read both the front and back.

Signature \_\_\_\_\_ Date / /2011

Kentucky Cell Repair shall not be liable for any failure or delay in performance due to any cause beyond its control. Kentucky Cell Repair and/or its third party service providers reserve the right to refrain from providing the Services ordered and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the Customer are unusual or extensive and beyond the scope of these Service Terms, as determined by Kentucky Cell Repair.

Customer agrees to indemnify, defend, and hold harmless Kentucky Cell Repair (and its affiliates and their respective officers, directors, employees and agents) from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses, (including but not limited to cost of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including, but not limited to, damage or destruction to property, injury (including death) to any person or persons, which are asserted against, incurred, imposed upon or suffered by Kentucky Cell Repair by reason of, or arising from: (a) Customer's breach of this Agreement; (b) Customer's actual or alleged infringement of any patent, copyright, trademark, trade secret or other property or contract right of any other person; (c) Customer's actual or alleged failure to promptly pay sums due Kentucky Cell Repair or third parties; (d) Customer's failure to comply with applicable laws, regulations or ordinances; or (e) the acts or omissions of Customer (or its officers, directors, employees or agents).

#### **DISCLAIMER OF WARRANTIES**

CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THEIR CELL PHONE OR OTHER ELECTRONIC DEVICE OR PERIPHERAL IS EITHER BROKEN OR SUFFERING SOME MALFUNCTION AND REQUIRES DIAGNOSTIC SERVICES AND REPAIR. CUSTOMER ACKNOWLEDGES THAT CUSTOMER'S PHONE MAY BE BEYOND REPAIR. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KENTUCKY CELL REPAIR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. KENTUCKY CELL REPAIR MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE SUCCESSFUL, TIMELY, SECURE, OR ERROR-FREE; NOR DOES KENTUCKY CELL REPAIR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. CUSTOMER UNDERSTANDS AND AGREES TO ASSUME THE RISK OF ANY DAMAGE TO CUSTOMER'S CELL PHONE/ELECTRONIC DEVICE, PERIPHERAL OR LOSS OF DATA THAT RESULTS FROM THE SERVICE AND REPAIR OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM KENTUCKY CELL REPAIR OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO EACH CUSTOMER. IT IS THE RESPONSIBILITY OF CUSTOMER TO BACK-UP ALL DATA ON COMPUTERS AND OTHER DEVICES; KENTUCKY CELL REPAIR WILL NOT BE HELD LIABLE FOR LOSS OF ANY CUSTOMER DATA.

#### **LIMITATION OF LIABILITY**

KENTUCKY CELL REPAIR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF KENTUCKY CELL REPAIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO EACH CUSTOMER.