

# Etex MDR Terms of Service

## **WARNING:**

You are responsible for backing up your data before submitting any device for diagnostics and repair. If you are unsure about how to back up your data, please notify us immediately! Please note: If your device is covered under any manufacturer warranty, a repair to this device could void your warranty.

## **Disclaimer:**

Repair services rendered by ETEX may void manufacturer warranties for this device. ETEX does not assume liability or warranty in the event that the manufacturer warranties are voided. Customer expressly waives all claims against ETEX for any damages to this device or loss of data contained within that are lost as a direct or indirect result of the service rendered by ETEX. ETEX does not have access to parts supplied by device manufacturers. Any warranty expressed or implied by ETEX only covers parts and labor provided. It is the customer's responsibility to back up any crucial data on the device BEFORE submitting it to ETEX for diagnostics or repairs. During the course of repair, all due effort and care will be used while evaluating and repairing the mobile device. Due to the intricate design of many mobile devices, owners at times may be able to observe slight variations to the device after it has been worked on. Be advised that your device may have minute changes to its physical appearance after it has been worked on. Note that most devices that have been used normally will have pre-existing conditions caused by normal wear and tear. Some units might have more apparent physical dents, warps, scratches, even cracks in the front glass panel. Please take note of your device's pre-existing condition before submitting it for repair work. ETEX will follow the owner's instruction and repair the specific faults or parts and WILL NOT be responsible for any unreported faults PRIOR to the repair work. If other problems are found with the device, ETEX will contact the owner immediately, before completing repairs. It is the customer's legal responsibility to inform ETEX's repair team of the exact condition of the device (i.e. faulty speaker, microphone, etc.) to the best of their knowledge and the fault(s) to be repaired. By submitting their device for repair hereafter, customer agrees that they do not blame, accuse or hold ETEX, its management or employees liable for any minute variation in the casing or cosmetic appearance of this device. ETEX requires that any external cases and screen protectors be removed. Any type of screen protector may be discarded and will not be replaced. ETEX will not browse through any personal, private or confidential information or data; however, technicians may inadvertently see data during the course of their work. Any confidential data should be removed from the device prior to having repair work performed on the device.

## **Terms and Conditions**

All devices are subject to a \$20.00 diagnostic fee, which is due immediately and before diagnostics are performed. Diagnostic fee is NOT refundable under any circumstances but will be counted towards the final repair cost of the device.

- (1) I understand and agree that all repaired devices must be paid for, in full, immediately upon return of the device; I also agree that, if no payment has been made within thirty (30) days of repair completion, my device will be kept in lieu of payment. No exceptions unless prior written consent is agreed upon by all parties.
- (2) I understand and agree that all important data was backed up prior to submitting device for diagnostics and repairs.
- (3) I understand and agree that Etex, its management, and/or its employees are not liable for device's termination (permanently disabled) due to any pre-existing conditions (e.g. water damage, software tampering, impact damage).
- (4) I understand that Etex will provide a thirty (30) day warranty on specific repair work done (refer to #3), beginning from the first notification (text, call, email) to me that repair has been completed.
- (5) I understand and agree that I must retain payment record to claim thirty (30) day warranty on eligible repairs.
- (6) I understand that I am submitting my device for diagnostics and repair and that I am responsible for all charges incurred before my device will be released back to me. I also agree and understand that, in the event my device cannot be repaired or I choose not to move forward with a repair, all diagnostic fees apply and are NOT refundable at any time.