



**Waiver Form**  
**Repair Terms and Conditions**  
**(U.S. Retail Repair)**

All specifications on the contract are subject to the following terms and conditions. You agree to be bound by these terms when you sign below. In this agreement "you", "your" and the "Customer" refer to the person signing this Contract ("Contract") with Note Tech Industries, LLC or any of its affiliated business entities (hereinafter referred to as "Genius Phone Repair") These are the Terms and Conditions which you, the customer, agree to and are applicable to the repair of your device by Genius Phone Repair:

1. Genius Phone Repair will repair your device for the agreed upon price as indicated prior to inspection and repair. If after a full inspection, more damage is found on the device, the original agreed upon contract may be rendered null and void, at the sole discretion of Genius Phone Repair. In such instance, new terms and conditions will then be agreed upon before any more work or repair will be completed. Genius Phone Repair is only responsible for the repair of the problem agreed upon, and no other issues will be addressed unless agreed upon by Genius Phone Repair and customer prior to device entry. Genius Phone Repair may subcontract with other repair providers for the repair of your device.
2. Unless agreed upon otherwise, you will pay Genius Phone Repair the amount that was agreed upon prior to diagnosis or repair. Your payment is due on delivery of the device. Unless specified otherwise, the estimated amount includes parts, labor, and installation. If Genius Phone Repair determines that there is another area of repair needed on the device, we will report it to the customer, and do the necessary repair if possible and by customer orders only. If customer chooses not to fix other repair issues, Genius Phone Repair is only liable for the area being repaired. If payment is not paid in full, which includes if payment does not process through, Genius Phone Repair reserves the right to collect full payment, including any related court costs and attorney fees.
3. If the requested repairs require labor and/or parts not specified on the customer's contract, Genius Phone Repair will seek your approval of a revised contract. If you do not agree that Genius Phone Repair may revise the charges, Genius Phone Repair may return your device, and charge only for services and parts used.
4. Upon full payment, the replacement part used during the repair becomes property of the customer. The replaced part becomes property of Genius Phone Repair.
5. If you have not claimed your device and paid all charges due within thirty (30) days after being notified by Genius Phone Repair that your device has been repaired, Genius Phone Repair will consider your device abandoned. Genius Phone Repair may dispose of your device at its discretion.  
Initials: \_\_\_\_\_
6. If repair service involves transferring information or installing software you represent that you have the legal right to copy the information and agree to the terms of the software license, and you authorize Genius Phone Repair to transfer the information and accept such terms on your behalf in performing the service. You warrant that the repair service, if it involves transferring information or installing software, will not violate any software license. You agree to reimburse, indemnify, hold harmless and defend at your expense (or to pay attorneys' fees incurred by Genius Phone Repair) Genius Phone Repair from and against any and all loss, discharge, expense or claim which Genius Phone Repair may suffer or be in any way subjected to on account of any claim or infringement of patents, copyrights, trademarks or violation of software license related to its repair service of your device.
7. Genius Phone Repair agrees to hold all data received from customer's device private and confidential and agrees not to (a) disclose the Confidential Information received from the device to any third party; or (b) use the Confidential Information for purposes outside the scope of this Contract, except that Genius Phone Repair may disclose Confidential Information to the extent required by legal process.
8. Genius Phone Repair provides each customer that receives a repair with a lifetime warranty on the part and labor. The lifetime part and labor warranty only covers repairs performed by Genius Phone Repair. Also, the lifetime warranty does not extend to customer negligence or problems caused other than what was repaired prior. Furthermore, each device and repair is tested to the fullest before returning the repaired or unrepaired device to the customer. Warranties will only be acknowledged if a receipt is provided and only if all circumstances are met, which is determined by technician and Genius Phone Repair. Warranty is not transferrable to other customers or devices. I acknowledge that if I bring in my own part, Genius Phone Repair does not express or imply the lifetime warranty.  
Initials: \_\_\_\_\_
9. Except as expressly stated herein, there are no other warranties, express or implied, by operations of law or otherwise, of the goods or services furnished under this contract by Genius Phone Repair. Genius Phone Repair specifically disclaims any implied warranty of merchantability of fitness for a particular purpose or arising from a course of dealing or usage or trade. Genius Phone Repair shall have no other liability to customer in connection with the goods or services furnished under this contract, including any liability for direct, indirect, incidental, special or consequential damages or any injury or damages to persons and property
10. Due to the unpredictable nature of liquid with electronics, there is a chance that your water damaged device may not be able to power up after the chemical cleaning process. We are not responsible for any damage from any attempt of liquid damage repair.
11. Software modifications or changes to a stock operating system not approved by the manufacturer or carrier of the phone will void any warranty covered or carried by the device/customer. Genius Phone Repair does not support or promote the use of pirating applications via software modifications. We are in no way shape or form affiliated in illegal customer usage (piracy) or modifications stemming from prior jailbreaking/rooting services or the services we provide(d). Genius Phone Repair is not liable for damages caused or information lost due to software modifications or changes to a stock operating system. Due to the instability of software modifications or changes to a stock operating system, there is no warranty, whether expressed or implied, on any repairs that include software modifications or changes to a stock operating system.
12. Services rendered by Genius Phone Repair may void the manufacturer or other warranties on the device. Genius Phone Repair does not assume any liability in the event that the manufacturer's warranty is void. By signing below, you agree not to take any legal action in any forum against Genius Phone Repair and your signature shall act as a full and complete release and as an affirmative Covenant not to sue.
13. We recommend that you back up all information stored on the device being repaired for safekeeping. Genius Phone Repair is not responsible for data loss which may occur as a result of the device being repaired.
14. I understand that Genius Phone Repair reserves the right to take a 50% deposit of the total repair cost if a part must be ordered. The deposit is non-refundable unless a technician from Genius Phone Repair deems the device to be unrepairable. I acknowledge that after Genius Phone Repair makes initial contact to inform me that my part has arrived, I have ten (10) days to bring my device in for repair. After ten (10) days the part is deemed abandoned and can be returned. I also understand that my deposit will be forfeited to Genius Phone Repair.
15. This written Contract constitutes the complete integration of all statements and agreements relating to the Contract and there are no representations, guaranties or warranties other than those expressly incorporated herein No subsequent agreement relating hereto shall be binding upon Customer or Genius Phone Repair unless in writing and signed by the party being bound.
16. All issues concerning the construction, validity, enforcement and interpretation of this Contract shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. The parties agree that venue is hereby exclusively established in the County of Kent, State of Michigan for any dispute or claim arising out of this Contract

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(SIGNATURE MUST BE OF PARENT OR LEGAL GUARDIAN IF CUSTOMER IS UNDER THE AGE OF 18)