

Please initial below and sign.

### N8's Tech Services Client Agreement

\_\_\_\_\_ **Warranties-** N8's Tech Services is an independent provider of tech support services for electronic devices. N8's Tech Services has no affiliation with any third-party companies unless such relationship is expressly specified. The Client understands that media and/or equipment warranties may become void dependent upon what services are being performed on the device. For permitted use and specific warranties associated with the software and peripherals, please contact the relevant third party.

\_\_\_\_\_ **Confidentiality-** N8's Tech Services agrees, on its own behalf and on behalf of any agents it utilizes, that the materials and information which Client provides to N8's Tech Services or to which N8's Tech Services gains access in the course of performing its responsibilities hereunder including, but not limited to, materials and information relating to software, hardware, technical and systems profiles, documents, records, programs, systems, data, disks, ideas, concepts, theories, designs, approaches, improvements, techniques, methodologies, methods, processes, formulae, procedures, ledgers, files, pictures, videos, communications, technical requirements, names, addresses and other identifiers of individuals and business entities, financial information, insurance, and other know-how or information relating to Client (collectively "Client Information"), as between the Parties, are the property of Client, and shall be used and viewed by N8's Tech Services only within the scope of its rights and responsibilities under this Agreement, and shall not be otherwise disclosed to third parties by N8's Tech Services without Client's prior written approval. The confidentiality obligations set forth in this Section shall not apply to information and materials that are or subsequently become publicly available without N8's Tech Services breach of any confidentiality obligations which are owed to Client. N8's Tech Services agrees to use Client information only to provide services hereunder and not to use such information for any other purpose.

\_\_\_\_\_ **Disclaimer of Damages-** The Client understands and accepts that data recovery cannot be guaranteed and is not promised or guaranteed by N8's Tech Services. Due to the nature of data recovery, N8's Tech Services may be required to carry out physical work on the media. The Client understands that the media/data/equipment made available to N8's Tech Services is/may be already damaged, and that data recovery efforts may result in further damage. Client acknowledges the inherent risks of injury and property damage involved in data recovery, including without limitation, risks due to destruction or damage to the media/data/equipment and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of N8's Tech Services, and assumes any and all known risks of injury and property damage that may result. In no event will N8's Tech Services or any agent of N8's Tech Services be liable for device damage and/or loss of data on Client's media/data/equipment for any incidental, consequential, indirect, special, or exemplary damages, including without limitation, loss of revenue, profit, business interruption, loss of business information or any pecuniary loss, arising out of damages however caused, even if N8's tech services has been advised of the possibility of damage or loss to persons or property.

\_\_\_\_\_ **Payment-** Payment is due in full prior to receiving repaired devices, recovered data, or any services performed. Credit, Cash, & Company Checks accepted. Any invoices left unpaid after 30 days will be considered abandoned and the device **WILL** be used as parts or sold to recover lost expenses. **This 30 days starts when the repair is completed and we make our first attempt to contact you. If we are unable to contact you due to voicemail full/not set up, number disconnected, incorrect number, or any other reason that we cannot contact you. This is not our responsibility and your device will be sold or used to recover lost expenses.**

\_\_\_\_\_ **Warranties & Refunds-** Warranties for all repairs are 30 days from the date of payment. Customer must provide receipt when the device is brought in for warranty work. If the unit malfunctions it must be returned to N8's Tech Services for evaluation. We will diagnose the repair immediately upon receipt. **For logic board repair warranties; if the same problem returns within the warranty period it will be fixed at no cost. If different issues arise that are**

**unrelated to the original problem they will be repaired and billed at a discounted rate. If however the secondary/new failure renders the phone unrepairable or non-functional, then the original repair will NOT be refunded.** Upon examination, if the replacement parts are found to be defective it will be repaired or replaced at no charge. Our warranty does not apply to defects of damage resulting from any action of the purchaser, including but not limited to mishandling physical damage (chips, cracks, excessive scratching, frame damage, etc.) Liquid damage, improper interfacing , operation outside of design limits, rooting, improper repair by someone other than N8's Tech Services. Devices that are originally "water resistant" will no longer maintain the same water resistance properties once they have been worked on. This warranty is void if the unit shows evidence of having been tampered with or shows evidence of being damaged as a result of excessive corrosion, current, heat, moisture or vibration, misuse, abuse or other operating conditions outside of our control. Refunds are given only if the requested repairs fail within the 30 day warranty period and the attempted 2<sup>nd</sup> repair fails. **Data Recovery services will NOT be refunded if the recovered data has been transmitted to the client. If partial or full data is recovered regardless of relevance or importance, this is considered a successful recovery and no refund is applicable.**

**Disputes-** The parties to this Agreement shall submit all disputes relating to this Agreement or to either party's performance hereunder, or any nature whatsoever, to arbitration, including but not limited to tort, contract & statutory, in accordance with the Rules of the American Arbitration Association. The total liability of **N8's Tech Services** to Client under this Agreement shall in no event exceed the total sums paid by Client to **N8's Tech Services**. This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof. The construction, interpretation and enforcement of this Agreement shall be governed by the substantive contract law of the State of Idaho without regard to its conflict of law provisions. Should any part, term, or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall no way be invalidated, impaired, or affected thereby.

**By using N8's Tech Services you certify that you are the device's rightful owner and are in full agreement with this document.**

**Please Print:**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

Email \_\_\_\_\_

**--For Data Recovery Jobs--**

Device \_\_\_\_\_

**Permission to Transmit Data to 3<sup>rd</sup> Party (\_\_\_\_) Yes/No**

\_\_\_\_\_  
**(3<sup>rd</sup> Party Recipient)**