

Cell Shop 360

Terms and conditions



Cell Shop 360

Service Terms and Conditions for Buyer and Seller

THIS CONTRACT FOR BUYING DEVICES is made this, BETWEEN

CELLSHOP 360 whose principal of businesses are located at **13021 Coit Road Suite 224 Dallas TX 75240 | 9191 Forest Lane Suite 3A, Dallas TX 75081 | 8238 E R L Thornton Fwy, Dallas, TX 75228** (hereinafter referred to as Buyer) and customer accepting terms by agreeing to it (**hereinafter referred to as Seller**).

WHEREAS the Buyer is a technician who repairs, unlock and upgrade devices, as well as buys and sells devices.

WHEREAS the Seller is desirous of selling his/her devices to the buyer.

AND WHEREAS the Buyer has agreed to buy the device from the Seller based on the terms and conditions set out in this agreement.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties hereby agree as follows.

1. Definitions:

- i. Party refer individually to either the Seller or the Buyer. ii. Parties refer collectively to both the Seller and the Buyer. iii. Device as used in this agreement refer to either **Phone, tablet or Computer**

2. Warranties:

Warrants and Represents as follows:

- That the device to be sold to the buyer is owned by the seller, and as at time of sale, the seller is the rightful owner of the device.
- **That the device to be sold to the buyer, is not a stolen device, but rather the device is owned by the seller.**
- To disclose to the buyer, whether the phone is a used or refurbished phone.
- To disclose in full to the buyer, any cracks, scratches, water damage, dents, or other damages or problem the device has, so that the buyer can have a detailed knowledge of the device Cell Shop 360 is about to buy.
- That the IMEI of the phone isn't bad, and the buyer shall have a right to run mobile diagnostic app to make sure the IMEI isn't flagged as "bad."
- That the Buyer shall have the right to run the service code test, to access a special menu to check whether different parts of the phone are running.
- That the Buyer shall have the right to check for the IMEI or ESN, and if the phone is locked to a particular carrier, Buyer shall have the right to request the IMEI or ESN from the seller and call the carrier for confirmation, so as to ensure it is not a stolen phone.
- That the buyer shall have the right to return the phone after **7 days** if after it was bought the phone is not in the condition as guaranteed by the seller.

That the Buyer shall be entitled to use but not limited to the following for inspecting the device: i) A battery pack or a laptop, as well as a charging cable ii) A micro SD card, if the phone supports it. iii) Headphones. iv). An active Sim card that is compatible with the phone the buyer is testing.

3. Indemnity

The Seller shall indemnify and hold harmless the Buyer from but not limited to any damages, claims, loss and expenses including reasonable attorney's fees arising out from any act or omission of the Seller or the breach of any provisions of this agreement by the Seller.

4. Breach/Remedy

- i) Both parties agree that in the event the device sold to the buyer is found out to be a stolen device, the buyer shall not be liable for any claim or liability arising from as a result of the device; rather, the seller shall bear full responsibility and any consequences arising from the sale of such device either in tort, law or otherwise. ii) Both parties understand that in the event the device is detected to be a stolen device or

not the property of the seller as claimed by the seller, the buyer shall have the right to disclose the identity of the seller to the law enforcement agent; and the buyer shall not be held liable for such act.

5. Release/Hold harmless

The Seller hereby forever RELEASE, acquit, discharge, and covenant to hold harmless the Buyer (Cell Shop 360) and its successors, employees, servants and agents, of and from any and all actions, causes of actions, demands, damages, costs, expenses from any claim, liability which may occur as a result of the sale of the device to the Buyer.

6. Assignment

Neither party may assign any rights hereunder, without the express written consent of the other.

7. Modifications

Any modifications on any part of this agreement shall be invalid and unenforceable except both parties expressly agree to such in writing.

6. Severability

Any provision of this agreement that is held invalid or unenforceable shall not affect the remaining provisions of this agreement and such other provisions shall remain valid and enforceable while the other invalid provisions or severed provisions shall be negotiated by the parties and brought within The applicable laws.

9. Waiver

The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

REPAIR AND SELLING

Terms and Conditions

1. Our Services

The terms set out in this agreement shall apply to the service Cell Shop 360 provides for you, which includes: Phone repair, sale of phones, computer repairs, unlocking and upgrade of phones and computers as well as other accessories.

2. All repairs (unless otherwise stated)

- i. This Agreement shall be effective from the date you sign it and shall be in force until Cell Shop 360 have repaired or otherwise returned your Phone or computer ("Services"), whichever is sooner, and received any payment due from you.
- ii. Cell Shop 360 shall make all reasonable efforts to repair your device subject to the availability of any parts required and/or the terms of any relevant guarantee or warranty. Cell Shop 360 N shall perform the Services using every reasonable care and skill.

3. Data on Device/Other damages ○ You are solely responsible for backing up any data on your Device and deleting, encrypting or otherwise protecting your data from unauthorized use. Cell Shop 360 will not back up or restore your data, and is not responsible for any data that is lost or corrupted. Cell Shop 360 will not treat data on Your Device as confidential and disclaims any agreement with you or other obligation to do so.

- Cell Shop 360 cannot guarantee your data. We strongly advise that your devices are backed up before bringing them to us. We take all reasonable precautions to protect your data to the best of our ability but cannot guarantee your device will not give up the ghost while being worked on. If we have to take steps to erase your information, we will always ask you first.
- Water damage and drop damage are more complex repairs than may first appear. The nature of water damage means that there can be multiple simultaneous faults on the device caused by corrosion of tiny electrical components. To repair this, we need to remove the corrosion, which sometimes can completely break damaged connections causing further faults to appear. Even if your device only has a few small issues after water damage corrosion over time can weaken connections and we just cannot guarantee your device will survive the surgery.
- Drop damage can cause micro cracking on the circuit board of the device, these connections are so small and so fragile that even though the connection may be holding when you bring in the device, the simple and necessary process of dismantling the device can be the straw that breaks the camel's back, rendering the device beyond repair. This is not due to any Mishandling or negligence it is simply not being able to predict the unseen damage inside the device.

4. Cell Shop 360 Limited Warranty

i. Cell Shop 360 offers a **15 days** warrant on all repairs, should the fault reoccur within **15 days**, we will rework the job at no additional cost to you. **(This excludes additional customer damage, or reinfection with a virus, as well as Screen repair).**

After Cell Shop 360 repairs or replaces your device, warranty does not cover the following: -Subsequent mishandling or misuse that causes the frame to bend, twist, or crack, and drops

-Water damage

-Subsequent accidental or purposeful drops

-Tampering with internal hardware

-Damage resulting from attempted customer repairs

-Software issues unrelated to the repair

-New damages unrelated to the original repair

-Any loss of data occurring as a result of the repair – customers are advised to back up all data prior to repair attempt -Virus reinfection

-Damage caused by electric shortage or surge

Our warranty also does not cover the outcome of a repair if certain pre-repair conditions exist, including:

- Existence of known manufacturing and/or performance issues related to the device separate from the repair, as noted prior to the repair
- Existence of damage to the frame of device, as noted prior to the repair
- Water damage
- a NON-Working, damaged or severed home button/Bio-Metric scanner
- Damage caused by electric shortage or surge

We all ways use brand new parts, so that we can defend our course when any question or problem arises.

ii. All accessories are sold in "as is" basis. You must ensure you check the device before leaving. For any device bought from us, Cell Shop 360 offers a **7 Days'** warranty for such device and in case of device return customer will be **charge 20% re-stocking fee.**

5. Device Pickup/Collection Period

- i. Cell Shop 360 will notify customer to pick up the device by sending SMS, emails, or via calling customer once repair been completed by Cell Shop 360 or Cancelled by customer.
- ii. Customer should pick up the device within **15 days** from the first notifications sent through SMS, email or phone call.
- iii Cell Shop 360 will not be responsible for the loss or damage to any phone that has not been picked up within **15 days** from the first notification of completion of repairs.
- iv. Cell Shop 360 have a **15 days** collection policy on repairs, If your device is not collected within **15 days** Cell Shop 360 may have to sell it to recoup cost of repair, Please note that we do not have the space to keep all un repaired and uncollected devices.

6. Repair Time and Delivery

Cell Shop 360 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. Cell Shop 360 shall not be liable for any failures or delay in service due to any cause beyond its control. Cell Shop 360 reserves the right to refrain from providing the repairs or services ordered and instead refund customer's payment at its sole discretion.

7. Repair and Estimation Terms

By Consulting Cell Shop 360 for repair, estimation, or a free estimate service you certify that you are the devices rightful owner and that you agree and understand the following:

Repairing or attempting repair on a phone can cause the device not to power on under certain circumstances.

All repair work, attempts, and parts are not refundable.

Any physical damage and or liquid damage will not be covered by warranty

Cell Shop 360 is not responsible for any data loss.

Cell Shop 360 is not responsible for any further damage that may result from any estimation or repair attempt.

If you supply parts or spares for repair, warranty does not apply.

Water and liquid damage repairs may require additional replacement parts that will be quoted to the customer at time of liquid damage assessment.

8. Manufacture Warranty

- i. Phone's manufacture warranty will be voided once the phone has been opened or repaired at Cell Shop 360. Please note that Cell shop 360's actions on your device may void manufactures warranty and insurance cover, we will not be held responsible for this.
- ii. Cell Shop 360 will honor any manufacturer's warranty which is valid and subsisting in respect of Customer's mobile device provided that Customer's mobile device was purchased from Cell Shop 360.

9. Right Reserved on Unpaid / Uncollected Devices

Cell Shop 360 reserves the right to dispose of devices and/or sell the phone **15 days** after notification of completion of repairs if the service fee is unpaid and/or if the devices are not collected during this time.

10. Payment Terms

- i. Full payment is due upon completion of services, upgrades, or repairs. (Please note that payment varies with the issue affecting the device).
- ii. Cell Shop 360 accepts cash, paypal and credit cards.

11. Parts that are replaced

You agree that after any service is performed, the damaged parts that are replaced during service become property of Cell Shop 360. Upon payment for any repair or service, you forfeit any claim on the damaged parts that were replaced during the repair or their value.

12. Other terms for Warranty Repairs

- i. Where repair is to be carried out under a relevant guarantee or warranty, we may ask you to provide sufficient proof of any guarantee or warranty.
- ii. If your Equipment is beyond economic repair, we may at our absolute discretion replace your Equipment with a suitable equivalent rather than carry out repair works.
- iii. If the nature of the repair falls outside the terms of your warranty or guarantee, then you may incur a charge for the repair. We will endeavor to notify you of any such charge prior to undertaking any work.
- iv. If you provide misinformation to Cell Shop 360 regarding the age of your device, resulting in an expired warranty, Cell Shop 360 may charge an additional diagnosis fee.

13. Further terms for chargeable Repairs

- i. If the repair to your Equipment is not covered by a guarantee or warranty or the nature of the repair is beyond any terms of your guarantee or warranty we will charge you for the repair in accordance with the terms of this Agreement.
- ii. If we are unable to repair your Equipment, no fault is found on your Equipment or you do not accept our estimate, we will return your Equipment to you unrepaired and we reserve the right to charge you an inspection fee.
- iii. We may keep your Equipment until all charges payable have been paid. [We may also charge an additional fee for storage of your Equipment].

14. Parts that are replaced

You agree that after any service is performed, the damaged parts that are replaced during service become property of Cell Shop 360. Upon payment for any repair or service, you forfeit any claim on the damaged parts that were replaced during the repair or their value.

15. Indemnification

You agree to indemnify, defend and hold harmless Cell Shop 360, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and

employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service.

16. Limitation of Liability

i The Service(s) are provided in order to fix, upgrade, unlock or otherwise repair the phone or computer system(s) for which you request such service(s). ii. In the case of accidental damage of data to your system or data loss caused by already existing problems in your system such as viruses, bad configured software, or hardware problems/failures -You agree to hold Cell Shop 360 harmless from damages resulting from such problems.

iii. Any data or information that you may have stored on the Equipment shall remain your sole responsibility and we accept no liability for loss or corruption of such data howsoever caused. It is your responsibility to keep a record of any such data.

iv. In no circumstance will Cell Shop 360 be liable to you for any indirect, special or consequential loss arising out of or in connection with this Agreement, including any loss of business, revenue, profits, anticipated savings, goodwill or any other indirect or consequential loss or damage howsoever arising.

17. Force Majeure

Cell Shop 360 shall not be liable to you for any delay in or failure of performance of our obligations under this Agreement arising from any reason beyond our reasonable control.

18. Modifications

Any modifications on any part of this agreement shall be invalid and unenforceable except Cell Shop 360 and you expressly agree to such in writing.

19. Waiver

Failure of Cell Shop 360 to exercise any right or power in this agreement shall not operate or be construed as a waiver thereof.

20. Entire agreement

This agreement represents all the intentions of Cell Shop 360 and you; it is superior to all prior oral and written negotiations, contracts and understandings with respect to the subject matter of this agreement.

21. Governing Law

This Agreement shall be governed by in accordance with the laws of Texas.

Website Use policy

Authorization: I authorize Cell Shop 360 to perform repair work on my device. I agree to release, indemnify, and hold Cell Shop 360 harmless from liability for any claims or damages of any kind or description that may arise from any repair work performed on my phone or computer, unless it is caused by severe negligence of Cell Shop 360. I understand that repairs performed by Cell Shop 360 may cause my device to go dead while repairing it and void manufacturer warranties, especially in the case of smart phone device repairs. Cell Shop 360 and its affiliates do not assume any liability or warranty in the

event that the manufacturer warranties are voided but may, at its sole discretion, offer its own warranty on the parts and/or services performed.

I understand that Cell Shop 360 is not responsible for any data loss, which may occur as a result of work done on my device. I also understand that I have the option to, and I am responsible for backing up the device before allowing any repair to be performed on my device in the event of any data loss and hardware or software failure.

I understand that Cell Shop 360 will not browse through any personal, private or confidential information or data; however, Cell Shop 360 may inadvertently see data during the course of their work. I understand that any confidential data should be removed from the device prior to having repair work performed on the device. The password or pattern code must be available or deactivated upon repair to mobile device.