

# Onesimus LLC Repair Terms of Service

Effective Date: September 30, 2023

These Repair Terms of Service (the "Agreement") apply generally to all repair services (the "Services") and govern your use of the Services and Website (as defined below).

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.**

**1. Definitions:** In this Agreement: (a) the words "Our" and "Us" and "We" mean the Company and its respective parents, subsidiaries, branches, affiliates, agents, employees, successors, and assigns, and, for all Sections of this Agreement, shall also include its System Operators; and (b) the words "You" and "Your" and "Yourself" mean a person or business who uses the Services and any person or entity represented by that individual; (c) the term "Service Authorization & Estimate" means the receipt that You are provided and agree to before the commencement of Services, which describes the Services to be performed and the estimated costs; (d) the word "Device" means the eligible device, as defined in this Agreement, identified on the Service Authorization & Estimate on which You authorize Us to perform the Services; and (e) the word "Website" means <https://onesimus.co/>

**2. Privacy Policy:** You acknowledge that when You visit the Website or use the Services, we may use automatic or other means (including, for example, cookies and web beacons) to collect information about You and Your Device and/or about Your access or use of the Website. You also may be required to provide certain information about Yourself and/or Your Device as a condition of receiving the Services, and the Services may provide You with opportunities to share information about Yourself with others. All information We collect through or in connection with the Services is subject to Our Privacy Policy which is available at <https://onesimus.co/> and explains Our policies concerning the collection, use, and disclosure of information related to or derived from Your use of the Website and Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services, you consent to the collection, use, and disclosure of Your information as outlined in that Policy. Because We cannot guarantee the security of Your personal information, you acknowledge and agree that You provide it to Us at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone because of your use of the Services, you should immediately change or reset those passwords.

**3. Representations:** When seeking the Services, you represent to us that you are the owner and/or have the authority to consent to an inspection and repair of the Device. We reserve the right to refuse to provide you with the Services if we determine that you are not the owner and/or the authorized user of the Device. When seeking the Services, you present to us that any information or data disclosed to us is not confidential or proprietary to you or any third party.

**4. Authorizations:** You authorize Us to perform the Services, including but not limited to repairs, technical support, in-home services, and other services as provided by participating stores, described in the Work Order & Estimate, subject to this Agreement. When seeking certain Services, you (a) expressly consent to inspection and repair of the Device, and (b) authorize Us to repair and otherwise effect changes to Your Device to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

**5. Scope of the Services:** The Services include repair of Your Device and, if applicable, the operating systems and software applications either thereon or intended to be used thereon and may include technical support services related to either the repair of Your Device or the optimization of Your usage of Your Device. You acknowledge that in performing the Services, we may use new, rebuilt, reconditioned, or refurbished parts or components, and original or non-original parts. The Services are not provided as part of the original manufacturer's warranty. If Your Device is under any applicable manufacturer or other warranty, you acknowledge that the Services may void the manufacturer's warranty.

**6. Availability of the Services.** The Services are available for all eligible Devices during the operating hours of the stores and/or service centers in the System, as determined by System Operators. Where applicable, an individual seeking to use the Services on behalf of Your company may be required to provide identifying information including whether the individual is an owner, member, partner, director, manager, employee, or agent of Your company. Eligible Service Locations: When You schedule onsite or in-home Services, eligibility is subject to participating stores, the availability of the onsite or in-home Services in Your geographic location, and/or subject to the eligibility requirements outlined in this Agreement. We reserve the right to cancel or refuse Services as necessary, including if we determine the service location is cost-prohibitive for our service technicians to travel to to perform the Services.

**7. Eligibility for Services.** Eligible devices may include, without limitation, cellular phones, laptops, tablets, gaming devices, printers, smart home products, and any other devices as determined by Us in Our sole discretion. Service eligibility and initiation of the Services is subject to: (a) a visual and physical inspection of the device to Service; (b) confirmation that the device is eligible, accessible, and serviceable subject to Our service eligibility criteria which are determined at Our sole discretion; and/or (c) confirmation that no modifications to the device exist that would make the device ineligible or unsafe for the performance of Services. Subject to Our sole discretion, we determine eligibility for onsite and in-home Services during the scheduling process and confirm eligibility following the requirements of this agreement at the designated Service location.

**8. Back Up:** You are solely responsible for backing up any software or data that is stored on Your Device and deleting, encrypting, or otherwise protecting Your data from unauthorized use. We are not responsible for any loss, alteration, or corruption of any hardware, software, data, or files. We may decline to provide the Services to You if We determine that appropriate backup measures have not been taken by You regardless of the cause of any such loss or damage. You are responsible for all restoration and reconstruction of lost or altered files, data, or programs. We will not treat data on Your Device as confidential and We disclaim any agreement with You or other obligation to do so.

**9. Abandonment:** We will contact You when the Services have been completed and Your Device is ready for pickup. You acknowledge and agree that if, despite Our efforts to contact you, you fail to pick up Your Device or otherwise arrange for its return for more than sixty (60) days, or other longer period as required by law, following the completion of Services, Your Device will be deemed abandoned and will become Our property, subject to all applicable provisions of law. In such an event, we may dispose of or otherwise utilize the abandoned property in Our sole discretion following applicable provisions of law, including the sale of the abandoned property, proceeds of which may be used to recoup administrative and repair costs.

**10. Limited Warranty:** The repairs and parts used in the Services, and any replacement device provided according to this Agreement, will be warranted for (30) days from the date the services were completed (the "Limited Warranty"), subject to the provisions and exclusions set forth herein.

- **A. Limited Warranty Exclusions:** This Limited Warranty does not apply to Services or repairs performed on Devices that have been exposed to moisture or liquids outside of the manufacturer's intended use, regardless of whether the Services attempted to repair such damage or exposure. This Limited Warranty does not provide coverage for Devices that have been subjected to abuse, misuse, damage due to external causes or an Act of God, normal wear and tear that does not affect the original manufacturer's intended use, battery leakage, or damage resulting from battery leakage. Furthermore, this Limited Warranty does not cover defects resulting from any action by You, including but not limited to mishandling, physical damage, operation outside of design limits, improper repair by someone other than Us, or unauthorized modification. This Limited Warranty does not apply if Your Device shows evidence of tampering or shows evidence of being damaged because of excessive corrosion, electrical current, heat, moisture, vibration, or because of improper specification, misapplication, or other operating conditions outside of Our control. This Limited Warranty covers the following software Services only: factory restores, backups, jailbreaks, and unlocks. This Limited Warranty does not apply to Devices with software modifications performed by someone other than Us following the completion of the Services, including without limitation updated software, use of unauthorized or unapproved software, viruses, malware, spyware,

or attempts to modify any software that has been installed by Us. This Limited Warranty is non-transferable and does not apply to Devices on which the serial number has been altered, defaced, or is missing.

- **B. Ownership of Repaired or Replaced Parts and Devices:** Unless otherwise required by law, all replaced Devices, parts, components, boards, and equipment will become Our property, and You waive all rights you may have under state or other laws to the replaced Device or repaired or replaced parts.
- **C. Limited Warranty Procedure:** If your repaired or replacement Device malfunctions within the (30) day Limited Warranty term, it must be returned to a store or service center within the System for evaluation by Us, and You will be responsible for any applicable shipping costs. If, upon Our examination, we determine at Our sole discretion that the parts or repairs used to perform the Services were defective, or in the case of a replacement Device, that the replacement Device is defective, it will be repaired at no charge.
- **D. No-Lemon Policy:** For replacement Devices only, if we have performed one (1) covered repair on your replacement Device under this Limited Warranty, and it requires a second (2<sup>nd</sup>) repair within the (30) day Limited Warranty term, we will replace the Device with a subsequent replacement Device of like kind and quality, which may be new or refurbished at our sole discretion. In the event we provide a subsequent replacement Device, it will be warranted under this Limited Warranty for the remainder of the original (30) day Limited Warranty term only.

**11. DISCLAIMER OF ALL OTHER WARRANTIES:** THE LIMITED WARRANTY STATED ABOVE SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING WORK PERFORMED OR PARTS SUPPLIED BY US IN CONNECTION WITH THE SERVICES PERFORMED ON YOUR DEVICE. THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES AND WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT AS SPECIFICALLY OUTLINED IN THIS AGREEMENT. FURTHERMORE, WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; OR (B) THE SERVICES WILL BE AVAILABLE, TIMELY, RELIABLE, COMPLETE, SECURE, OR ERROR-FREE. EXCEPT AS PROVIDED IN THESE TERMS, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY REPRESENTATION, WARRANTY, OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT WE MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. WE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER CONCERNING THE SERVICES EXCEPT AS SPECIFICALLY OUTLINED IN THIS AGREEMENT, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**12. LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES OR THE WEBSITE, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS OF TIME, DAMAGE TO REPUTATION OR GOODWILL, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, ALTERATION, CORRUPTION OR LOSS OF THE DEVICE, DATA, HARDWARE, SOFTWARE OR FILES, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER COMMERCIAL OR PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND UNLESS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, OUR AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY,

STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES, OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**13. Modification:** We reserve the right to modify this Agreement, and, where applicable, your continued use of the Services or Website represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the Services or Website at any time and for any reason, including for abuse, excessive usage, or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services at any time and for any reason. No other individual or entity, including but not limited to any agent, employee, dealer, representative, or reseller is authorized to modify this Agreement, including any extension of the Limited Warranty above, or to make binding representations or claims, whether in advertising, presentations or otherwise, on Our behalf regarding the Services.

**14. Severability & Waiver:** You and We agree that if any term of this Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Agreement. Any failure to enforce a right or term of this Agreement shall not be deemed a waiver of that right or term.

**15. Meta-Data:** You understand and agree that We may collect Meta - Data logs during diagnostic evaluation to improve the overall future functionality of the diagnostic tool and symptom evaluation in the repair process. The data collected will be used solely by Us to enhance and improve this process, may be shared with Our affiliates, and will not be distributed further without your consent. Data types that may be collected from Your Device include: Device phone number, Device model number, Device IMEI, Device serial number, downloaded applications & their respective settings, and host applications & their respective settings.

**17. Class Action Waiver:** Any Claim arising out of, or post cancellation or termination of this Agreement must be brought in the parties' capacity, and not as a plaintiff or class member in any purported class, class arbitration, collective, representative, multiple plaintiffs, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have the authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have the authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Section 18 shall expressly survive cancellation or termination of the Agreement. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

**18. Claim Limitation.** Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one (1) year of the events giving rise to the claim. Failure to assert any such claim during that one (1) year period results in the claim being forever waived and barred.

**19. Third-Party Content.** The Services may expose You to content, websites, products, and services created or provided by parties other than Us ("third-party content"). We do not review, endorse, or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You acknowledge and agree that We are not responsible for third-party content, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability or responsibility to You or any other person or entity for any third-party content. Third-party content and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content.

**20. Intellectual Property Rights.** You agree that all copyrights, patents, trademarks, trade secrets, and other intellectual property or proprietary rights associated with the Services are Our exclusive property, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Us. If You submit comments or ideas about the Services, including ways to improve the Services or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited, and without restriction. It does not place Us under any fiduciary or other obligation, and We are free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that We do not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Us, developed by Our employees, or obtained from sources other than You.

**21. Indemnification.** You agree to indemnify, defend, and hold Us harmless from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. We reserve the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.

**22. Assignment.** This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by you but may be transferred or assigned by Us, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.

**23. Entire Agreement & Governing Law.** This Agreement and the documents incorporated by reference constitute Our entire agreement concerning the Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Us shall be governed by and construed following the laws of the State of Oklahoma, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**24. Misuse.** You shall not misuse the Services or Website, including, without limitation, using the Services or Website in any manner that: (a) interferes with or interrupts the Services or Website or any hardware, software, system or network connected with the Services or Website; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses the Services or Website on a device without permission; (d) tampers with or makes an unauthorized connection to any network, including, without limitation, the network of any wireless carrier; (e) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Services or Website or any other computer software or hardware; (f) removes, disables, circumvents, or otherwise creates or implement any workaround to any copy protection, rights management, or security features in or protecting the Services or Website; or (g) uses any robot, spider, or other automatic device, process, or means to use the Services or Website.

**25. Services Exclusions.** Technical support Services may have limitations and exclusions including but not limited to (a) assistance with third-party software or services that are not related to Your Device; (b) installation of third-party software or OEM drivers not supported by Your Device; (c) over-the-air updates to operating systems, firmware, or some software; (d) diagnostic support not related to Your Device; (e) modification of Original Equipment Manufacturer ("OEM") software; (f) hardware and equipment setup and repair; (g) installation of non-sanctioned applications; or (h) assistance with enterprise level software industry-specific hardware or equipment.

**26. Commercially Reasonable Efforts & Technical Problems.** We will use commercially reasonable efforts to provide You with the Services and Website. This means that if We are unable to resolve the issue related to Your Device after making commercially reasonable efforts, we have the right, at Our sole discretion, to refuse to take any further steps to resolve the issue related to Your Device. Additionally, in some instances, we may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your Device. Some technical problems that You encounter when using Your Device may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers, or

developers, in which case We may not be able to resolve Your specific issue. In these circumstances, you are still liable to Us for any fees or charges associated with the Services.