

DYLAN'S ELECTRONICS SERVICING

Device Assessment & Diagnostic Terms and Conditions

Rev. 2026

These Assessment Terms and Conditions ("Assessment Terms") govern the relationship between Dylan's Electronics Servicing ("Provider") and the individual submitting a device for assessment and diagnosis ("Customer"). These Assessment Terms apply exclusively to the Provider's preliminary assessment and diagnostic process and do not constitute an agreement to perform any repair. If the Customer elects to proceed with repair following diagnosis, a separate set of Service Terms and Conditions will apply to that repair. These Assessment Terms are legally binding and become effective upon the Customer's electronic acceptance as described in Section 8.

1. DEFINITIONS

For the purposes of these Assessment Terms, the following definitions apply:

- a. "Provider" means Dylan's Electronics Servicing.
- b. "Customer" means the individual who has submitted a Device for assessment and who has accepted these Assessment Terms in accordance with Section 8.
- c. "Device" means any electronic device — including but not limited to gaming consoles, handheld gaming systems, computers, laptops, media players, controllers, or other consumer electronics — submitted by the Customer to the Provider for the purpose of Assessment.
- d. "Assessment" means the act of the Provider physically inspecting, testing, and evaluating the Device for the purpose of determining the root cause of the Device's malfunction as described by the Customer. Assessment is a preliminary, investigative procedure. It does not constitute repair work, and no guarantee is made that a cause will be identified.
- e. "Diagnosis" means the Provider's best professional determination, following completion of the Assessment, of the presumed root cause or causes of the Device's malfunction as described by the Customer. A Diagnosis represents the Provider's good-faith expert opinion based on available evidence and is not a guarantee, warranty, or absolute finding. A Diagnosis may be uncertain, conditional, or qualified, as the Provider deems appropriate based on the findings of the Assessment.
- f. "Diagnostics Fee" means the flat fee of fifteen United States dollars (\$15.00 USD) charged to compensate the Provider for the time, labor, and expertise expended in performing the Assessment and delivering the Diagnosis, charged exclusively in circumstances where the Customer does not proceed with repair through the Provider following the Diagnosis, as further described in Section 4.
- g. "Invoice" means the binding, itemized billing statement delivered electronically to the Customer's email address following conclusion of the Assessment, reflecting the Diagnostics Fee where applicable.
- h. "Pre-Existing Condition" means any damage, defect, deterioration, malfunction, or physical abnormality present in the Device at the time of its submission to the Provider, whether disclosed or undisclosed by the Customer.

2. SCOPE OF ASSESSMENT

The Provider will perform an Assessment of the Device limited to the purpose of identifying the root cause of the malfunction as described by the Customer at the time of intake. The Assessment may involve, but is not limited to: visual inspection, power-on testing, component-level testing, and non-destructive investigation of the Device's internal condition.

The Assessment does not include any repair, cleaning, or other corrective procedure. The Provider will not perform any repair work under these Assessment Terms. These Assessment Terms govern only the diagnostic phase. Any repair is subject to the Provider's separate Service Terms and Conditions.

The Provider is not obligated to complete the Assessment within any specific timeframe unless the Provider has explicitly committed to a deadline in writing. All timeframes communicated are estimates only and are not contractually binding.

The Provider reserves the right to decline to perform an Assessment, or to terminate an Assessment already in progress, at any time and for any reason, including but not limited to: assessed risk of damage to the Device, technical complexity, safety concerns, personal or business emergencies, or any other reason the Provider deems sufficient. In the event of such a declination or termination, the Diagnostics Fee will apply as described in Section 4, and the Device will be returned to the Customer upon payment of all applicable fees.

3. CUSTOMER DISCLOSURE AND INTAKE OBLIGATIONS

The Customer is required to disclose to the Provider, accurately and in full, at the time of intake:

- a.** The specific nature of the malfunction or symptom(s) the Device is exhibiting, to the best of the Customer's knowledge;
- b.** Any prior repair attempts made on the Device by the Customer or any third party, including any soldering, component replacements, software modifications, or other alterations previously performed, regardless of whether those attempts are believed to be related to the current issue;
- c.** Any known physical damage, liquid exposure, power surge, electrical damage, or other trauma the Device has sustained, at any time and regardless of whether the Customer believes such damage is related to the current malfunction;
- d.** Any known pre-existing defects, limitations, or conditions of the Device, whether related or unrelated to the current issue; and
- e.** Whether the Device contains any data, saved files, game saves, media, or other stored content the Customer wishes to preserve.

Failure by the Customer to disclose any of the above may affect the accuracy of the Diagnosis and the allocation of liability. The Provider shall not be held responsible for any adverse outcome

that is attributable, in whole or in part, to undisclosed prior work, damage, or pre-existing conditions.

The Provider reserves the right to document the Device's physical condition at intake, including by photograph, written notation, or both. This documentation constitutes a contemporaneous record of the Device's pre-Assessment condition and may be used as evidence in the event of any dispute regarding the Device's condition before or after Assessment.

The Customer is solely responsible for backing up any and all data, game saves, digital licenses, downloaded content, and other stored information on the Device prior to submission. The Provider assumes no responsibility for any loss of data occurring during or as a result of the Assessment, regardless of cause or outcome.

4. DIAGNOSTICS FEE AND POST-DIAGNOSIS ELECTION

4.1 Delivery of Diagnosis

Upon completion of the Assessment, the Provider will communicate the Diagnosis to the Customer electronically. The Diagnosis will describe, to the best of the Provider's professional ability, the presumed root cause or causes of the Device's malfunction as identified during the Assessment. Where appropriate, the Diagnosis may include qualifying language indicating the degree of certainty of the finding and any conditions or limitations of the assessment.

4.2 Customer's Election Following Diagnosis

Upon receipt of the Diagnosis, the Customer must communicate to the Provider one of the following elections:

1. **Proceed with Repair:** The Customer authorizes the Provider to proceed with repair of the Device under the Provider's separate Service Terms and Conditions. In this event, the Diagnostics Fee is waived in its entirety as described in Section 4.3.
2. **Decline Repair:** The Customer declines to proceed with repair through the Provider. In this event, the Diagnostics Fee becomes immediately due and payable as described in Section 4.4.
3. **No Response:** Failure to communicate a clear election within a reasonable period of time as communicated by the Provider constitutes a declination of repair, and the Diagnostics Fee becomes immediately due as described in Section 4.4.

4.3 Diagnostics Fee Waiver Upon Election to Proceed with Repair

If the Customer elects to proceed with repair through the Provider following the Diagnosis, the Diagnostics Fee is waived in full and will not appear on any Invoice. The Assessment is considered included within the scope of the repair engagement and compensated through the applicable service fee under the Provider's Service Terms and Conditions. The Diagnostics Fee

is charged solely in cases where the Provider expended time and labor on Assessment but no repair follows.

4.4 Diagnostics Fee Upon Declination of Repair or No Response

In the event that the Customer declines to proceed with repair through the Provider, or fails to respond within the period communicated by the Provider, all repair-related obligations of the Provider are immediately nullified. The Customer is obligated to pay the Diagnostics Fee of fifteen United States dollars (\$15.00 USD) to compensate the Provider for the Assessment performed. The following terms apply:

- a. The Diagnostics Fee is due immediately upon the Customer's declination, or upon expiration of the response period without communication from the Customer.
- b. The Provider will deliver an Invoice to the Customer at the email address provided at intake, reflecting the Diagnostics Fee.
- c. Payment of the Invoice is due upon receipt. The Provider will communicate accepted payment methods at or prior to Invoice delivery.
- d. The Provider retains full right to maintain physical possession of the Device until the Diagnostics Fee has been paid in full. The Device will not be released or returned until payment is received.
- e. No further work of any kind will be performed on the Device following a declination of repair, other than preparation of the Device for return.
- f. If the Customer fails to pay the Diagnostics Fee or fails to communicate further, the provisions of Section 7 (Abandonment) shall apply.

4.5 Return of Device Following Payment

Upon receipt of payment of the Diagnostics Fee in full, the Provider will return the Device to the same location at which it was originally submitted by the Customer ("drop-off location"), unless an alternative return arrangement has been explicitly agreed upon in writing. The Device will be returned in whatever condition it exists at the time of return, with no repairs performed. The Customer acknowledges that the Device's condition at the time of return reflects the outcome of the Assessment process, including any changes resulting from the circumstances described in Section 5.

5. RISK ACKNOWLEDGMENT, DAMAGE WAIVER, AND LIMITATION OF LIABILITY

THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES TO ALL OF THE FOLLOWING PROVISIONS OF THIS SECTION. ACCEPTANCE OF THESE ASSESSMENT TERMS CONSTITUTES FULL AND INFORMED AGREEMENT TO THE RISK ACKNOWLEDGMENTS AND WAIVERS SET FORTH BELOW.

5.1 Inherent Risks of Assessment

The Customer acknowledges and understands that the Assessment of an electronic device is an inherently imprecise undertaking. While the Provider will employ professional care and established best practices, the internal condition of any Device may not be fully knowable until the Assessment has commenced or progressed to a point where concealed conditions become apparent. Unforeseen complications, hidden damage, and the inherent fragility of aging or damaged electronics may present risks that cannot be anticipated in advance.

The Customer acknowledges that the performance of Assessment may, in rare circumstances, result in unintended outcomes including but not limited to: partial or complete loss of functionality, damage to components adjacent to or connected with the area of inspection, inadvertent disconnection or loosening of fragile connectors or ribbon cables, worsening of an existing deteriorating condition that was already on the verge of failure, or, in exceptional and rare cases, permanent and irrecoverable damage to the Device or specific components thereof. The Customer expressly accepts this risk.

5.2 Waiver of Liability for Assessment-Related Damage

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS AGAINST THE PROVIDER FOR ANY DAMAGE, LOSS, DEGRADATION, OR ADVERSE CHANGE IN THE DEVICE'S CONDITION ARISING FROM OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE ASSESSMENT, PROVIDED THAT THE PROVIDER HAS ACTED IN GOOD FAITH AND WITH REASONABLE PROFESSIONAL CARE. THIS WAIVER APPLIES REGARDLESS OF WHETHER THE ADVERSE OUTCOME WAS FORESEEABLE AT THE TIME OF ASSESSMENT.

The Provider shall not be held liable for any of the following arising from the Assessment: component failure, damage to circuit board traces or solder joints, damage resulting from the removal or reinsertion of connectors, loss of data, or any worsening of a pre-existing defect. The Customer's submission of the Device for Assessment constitutes voluntary acceptance of these risks.

5.3 Pre-Existing Damage and Condition Dispute Waiver

The Customer acknowledges and agrees that the Device may already contain damage, defects, faults, or deterioration that are not externally visible or readily apparent at the time of intake, and which may only become evident during or after the Assessment. The Provider's intake documentation, including photographs and written condition notes taken at the time of submission, constitutes the definitive record of the Device's externally observable condition at intake.

THE CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO ASSERT THAT ANY DAMAGE, FAULT, OR CONDITION IDENTIFIED DURING OR AFTER THE ASSESSMENT WAS CAUSED BY THE PROVIDER, WHERE SUCH DAMAGE, FAULT, OR CONDITION IS CONSISTENT WITH PRE-EXISTING WEAR, PRIOR REPAIR ATTEMPTS, UNDISCLOSED DAMAGE, COMPONENT AGING, OR OTHER CONDITIONS THAT EXISTED PRIOR TO SUBMISSION. THE CUSTOMER MAY NOT ASSERT A DAMAGE CLAIM BASED SOLELY ON THE

DISCOVERY OF A CONDITION DURING ASSESSMENT THAT WAS ALREADY PRESENT IN THE DEVICE PRIOR TO INTAKE.

In any dispute regarding the condition of the Device, the Provider's intake documentation shall serve as the baseline reference. The Customer bears the burden of demonstrating, by credible and specific evidence, that any contested damage was not present at the time of intake and was caused by the Provider's conduct rather than by a pre-existing condition or prior damage.

5.4 Devices Received in Non-Functional or Severely Degraded Condition

Where the Device is submitted in a condition of complete non-functionality, severe physical damage, extensive corrosion, significant board-level damage, or other substantially degraded state, the Customer acknowledges that the risk of adverse outcomes from Assessment is elevated, and that the Provider's ability to return the Device to the Customer in a condition no worse than at intake may be limited. The Customer accepts this elevated risk by submitting such a Device for Assessment.

5.5 Cap on Provider Liability

In no event shall the Provider's total liability to the Customer arising from or related to the Assessment exceed the total amount actually paid by the Customer to the Provider under these Assessment Terms. The Provider makes no guarantee, warranty, or representation regarding the condition in which the Device will be returned following Assessment, except that the Provider will act in good faith and with reasonable professional care.

6. PROVIDER'S RIGHT TO DECLINE OR TERMINATE ASSESSMENT

The Provider retains the unconditional right, at any time and at its sole professional discretion, to:

- a.** Decline to perform an Assessment on any Device, for any reason, including but not limited to: the Device being in a condition making Assessment inadvisable or excessively risky, the Provider's assessment that the Device is likely beyond economical repair, lack of available equipment, scheduling limitations, technical complexity beyond the Provider's current capacity, or any other reason the Provider deems sufficient;
- b.** Terminate an Assessment already in progress, at any point, for any of the foregoing reasons or for any other reason including personal or family emergencies, illness, equipment failure, or safety concerns; or
- c.** Decline to provide a Diagnosis or decline to proceed further, following Assessment, if in the Provider's professional judgment the Device's condition does not permit a reliable Diagnosis to be given.

The exercise of any of the above rights does not constitute a breach of these Assessment Terms by the Provider. In the event of any such declination or termination, the Diagnostics Fee applies and is due and payable by the Customer. The Provider will notify the Customer promptly and will return the Device to the drop-off location upon payment of the Diagnostics Fee.

Where the Provider determines that the Device is entirely unrepairable — whether identified during Assessment or following Diagnosis — no Service Fee will be charged. The Diagnostics Fee applies. The Provider will communicate this determination to the Customer and will return the Device upon receipt of payment of the Diagnostics Fee.

7. CUSTOMER COMMUNICATION OBLIGATIONS AND ABANDONMENT

7.1 Communication Obligation

The Customer is obligated to maintain active and timely communication with the Provider throughout the Assessment process, including responding promptly to: the delivery of the Diagnosis, the Provider's request for the Customer's election to proceed or decline, Invoice delivery, and any other Provider communications regarding the Device. The Customer acknowledges that the Provider is a solo operator and that timely communication is essential to the efficient handling of every customer's device.

Any failure of communication on the part of the Customer, including failure to respond to the Provider's communications regarding the Diagnosis, the Customer's election, Invoice delivery, or Device pickup, is the sole liability of the Customer. The Provider shall not be held responsible for any delays, additional costs, or adverse outcomes arising from the Customer's failure to respond in a timely manner.

7.2 Abandonment Defined

A Device is considered abandoned, and the abandonment provisions of this Section apply, in any of the following circumstances:

- a.** The Customer fails to retrieve the Device and/or remit payment of the Diagnostics Fee within thirty (30) days of being notified that the Assessment is complete and the Invoice has been delivered;
- b.** The Customer fails to respond to the Provider's communications regarding the Customer's post-Diagnosis election (proceed or decline), and the Provider has made a documented, good-faith attempt to re-establish contact over a period of no less than fourteen (14) days using all contact information provided at intake;
- c.** The Customer explicitly refuses to pay the Diagnostics Fee and fails to communicate further; or
- d.** The Customer fails to retrieve the Device from the designated drop-off location within fourteen (14) days of being notified that the Device is available for pickup.

7.3 Pre-Abandonment Contact Attempts

Prior to declaring a Device abandoned, the Provider will make at least two (2) documented, good-faith attempts to contact the Customer using the contact information provided at intake. These

attempts will be spaced no fewer than seven (7) days apart. Documentation of these attempts will be retained by the Provider and may be used as evidence in any subsequent proceeding.

7.4 Consequences of Abandonment

Upon a Device being declared abandoned:

- a. The Provider reserves the right to assess a reasonable daily storage fee for each day or portion thereof that the Device remains uncollected beyond the initial thirty (30) day grace period following Invoice delivery.
- b. The Provider may, at its sole discretion, dispose of, recycle, sell, or retain the Device without further obligation or liability to the Customer.
- c. All amounts owed by the Customer under these Assessment Terms at the time of abandonment remain legally due and collectible by the Provider. Abandonment of the Device does not discharge the Customer's payment obligations.
- d. The Provider is not obligated to preserve any data on an abandoned Device and assumes no liability for data loss resulting from the disposition or handling of an abandoned Device.

8. ELECTRONIC ACCEPTANCE AND BINDING EFFECT

These Assessment Terms constitute a legally binding agreement between the Provider and the Customer. No physical signature is required. The Customer may accept these Assessment Terms and authorize the Provider to commence the Assessment by any of the following methods:

- a. Replying to any email from the Provider that contains or references these Assessment Terms with a written statement clearly expressing the Customer's agreement and intent to proceed — including but not limited to expressions such as: "I agree," "I agree, go ahead," "I accept the terms," "You may proceed," "Go ahead," or any substantially similar expression of informed, voluntary consent; or
- b. Any other written electronic communication to the Provider — including via email, text message, or other messaging platform — that unambiguously indicates the Customer's acceptance of these Assessment Terms and authorization for the Provider to commence the Assessment.

By accepting these Assessment Terms through any of the above methods, the Customer affirms that:

- i. They have read and understood these Assessment Terms and Conditions in their entirety;
- ii. They are of legal age to enter into a binding agreement, or a legal guardian has reviewed and consented on their behalf;
- iii. They agree to be legally bound by all provisions of these Assessment Terms; and
- iv. Their electronic acceptance carries the same legal force and effect as a handwritten signature, consistent with applicable electronic signature and contract law.

The Provider will retain a record of the Customer's electronic acceptance, including the date, time, and content of the relevant communication. This record may be used as evidence of this agreement in the event of a dispute.

8.1 Rejection of These Assessment Terms

In the event that the Customer explicitly declines, refuses, or otherwise does not accept these Assessment Terms, the following shall apply immediately and without exception:

- a. All services, whether promised, suggested, discussed, implied, or otherwise communicated by the Provider in connection with the Device — including but not limited to the Assessment, Diagnosis, any preliminary findings, and any repair work that may have been discussed — are immediately and entirely nullified as of the moment of the Customer's rejection. No obligation to perform any service of any kind remains on the part of the Provider.
- b. The Provider is obligated to return the Device to the original drop-off location within a reasonable period of time following the Customer's rejection. "Reasonable" in this context is understood to mean as promptly as the Provider's schedule and circumstances permit, and in no event does this create an obligation to return the Device at any specific time or by any specific deadline absent a separate written commitment to that effect.
- c. No Diagnostics Fee, service fee, or any other charge of any kind shall be assessed against the Customer in the event of a pre-Assessment rejection — that is, where the Customer's rejection is communicated to the Provider before the Provider has commenced any Assessment work. The Device shall be returned at no charge to the Customer.
- d. If the Provider has already commenced the Assessment prior to receiving the Customer's rejection — whether due to miscommunication, a delayed rejection, or any other circumstance — the provisions of Section 4.4 regarding the Diagnostics Fee shall apply, and the Device will be returned upon resolution of any applicable payment obligation.
- e. The Customer's rejection of these Assessment Terms constitutes a complete and final end to any service engagement between the parties with respect to the Device for the current submission. No representation, estimate, preliminary finding, or communication made by the Provider prior to the Customer's rejection shall be construed as a binding commitment, guarantee, or offer that survives the rejection.

8.2 Failure to Respond to These Assessment Terms

In the event that the Customer fails to respond to these Assessment Terms at all — meaning the Provider has delivered these Assessment Terms to the Customer and has received no reply of any kind, whether acceptance, rejection, or any other communication — the following shall apply:

- a. The Customer's non-response shall be treated as a declination of these Assessment Terms, equivalent in effect to an explicit rejection as described in Section 8.1. No Assessment will be commenced, and all services are nullified as of the Provider's determination that no response has been received within a reasonable period.
- b. No Diagnostics Fee, service fee, or any other charge shall be assessed against the Customer in this circumstance. The Customer owes nothing to the Provider as a result of a failure to respond, provided that no Assessment work has been commenced.

- c. The Provider will make a best-effort attempt to communicate to the Customer that their non-response has been treated as a declination, that no Assessment has been or will be performed, and that the Device is being or will be returned to the original drop-off location. This communication will be made through whatever contact information was provided by the Customer at intake. The Provider's obligation to communicate is a good-faith obligation only and is not a guarantee of successful delivery; the Provider is not responsible for failed delivery resulting from inaccurate contact information, spam filtering, or any other circumstance outside the Provider's control.
- d. The Device will be returned to the original drop-off location within a reasonable period of time, consistent with the provisions of Section 8.1(b). No charge will be assessed for the return.
- e. If the Customer subsequently makes contact following the return of the Device and wishes to resubmit the Device for Assessment, they may do so as a new submission, subject to these Assessment Terms at that time.

9. ADDITIONAL PROVISIONS

9.1 Invoice Disputes

If the Customer believes the Diagnostics Fee Invoice contains an error, the Customer must notify the Provider in writing within a reasonable time of receipt. The Provider will review the dispute and issue a corrected Invoice if warranted. The Customer's payment obligation for any disputed amount is suspended pending resolution. The Customer's obligation to pay any undisputed amounts remains in full effect.

9.2 Privacy and Data on Submitted Devices

The Customer acknowledges that performing an Assessment may require the Provider to power on, access menus, or otherwise interact with the Device in a manner that may incidentally expose personal data stored on the Device. The Provider agrees not to intentionally access, copy, transmit, or disclose any personal data stored on the Customer's Device. Any incidental exposure of data in the course of the Assessment does not constitute a breach of these Assessment Terms.

9.3 These Terms Do Not Constitute an Agreement to Repair

The Customer expressly acknowledges that acceptance of these Assessment Terms and the Provider's performance of the Assessment do not create any obligation on the part of the Provider to perform any repair. The Provider's obligation under these Assessment Terms is limited to the performance of the Assessment and the delivery of the Diagnosis to the extent possible. Any subsequent repair engagement is governed by a separate agreement.

9.4 Modifications

No modification to these Assessment Terms is valid or binding unless made in writing and acknowledged by both the Provider and the Customer. The version of these Terms in effect at the time of the Customer's acceptance governs the transaction.

9.5 Severability

If any provision of these Assessment Terms is found to be unenforceable or invalid under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable. All remaining provisions shall continue in full force and effect.

9.6 Waiver

The failure of the Provider to enforce any right or provision of these Assessment Terms on a given occasion does not constitute a waiver of that right or provision on any future occasion.

10. GOVERNING LAW AND DISPUTE RESOLUTION

These Assessment Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which the Provider operates, without regard to conflict of law principles. Any dispute arising from these Assessment Terms that cannot be resolved informally between the parties shall be submitted to binding arbitration or small claims court, as applicable and as elected by the Provider, in the Provider's local jurisdiction. The prevailing party in any such proceeding shall be entitled to recover reasonable costs associated with the proceeding to the extent permitted by law.

11. ENTIRE AGREEMENT

These Assessment Terms and Conditions, together with any written or electronic communications from the Provider specifying the nature of the Assessment to be performed, constitute the entire agreement between the parties with respect to the Assessment and diagnostic process. They supersede all prior discussions, representations, promises, or agreements, whether oral or written, relating to the Assessment. No oral representation made by the Provider shall be construed as a modification of these Assessment Terms or a binding commitment, unless confirmed in writing.