

SERVICE TERMS AND CONDITIONS
Homebrew Installation & Electronics Modification Services
Dylan's Electronics Servicing

1. DEFINITIONS

For the purposes of these Terms and Conditions, the following terms shall have the meanings set forth below:

- a. "Provider" means Dylan's Electronics Servicing.
- b. "Customer" means the individual who has accepted these Terms and Conditions in accordance with Section 8.
- c. "Homebrew Procedure" means the installation of unofficial, third-party, or custom firmware, software, or hardware modifications on an electronic device not authorized or supported by the original device manufacturer.
- d. "Device" means any electronic device, including but not limited to gaming systems, consoles, handheld devices, computers, media players, or other consumer electronics, submitted by the Customer for service.
- e. "Services" means the specific Homebrew Procedure(s) communicated to the Customer prior to acceptance of these Terms.
- f. "Quoted Price" means the total cost of Services as communicated to the Customer by the Provider prior to commencement of work.
- g. "Service Failure" has the specific meaning defined in Section 5.1 of these Terms.
- h. "Invoice" means a written billing statement delivered electronically to the Customer's email address on record.

2. SCOPE OF SERVICES

The Provider will perform the specific Homebrew Procedure(s) communicated to the Customer prior to acceptance of these Terms. The Provider will make reasonable and professional efforts to complete all Services with care and technical competence. The scope of Services is limited to the procedures discussed and agreed upon at the time of acceptance. Any additional work required beyond the original scope will be communicated to the Customer before proceeding and may be subject to a revised Quoted Price, which will require separate Customer acknowledgment before additional work commences.

3. ACKNOWLEDGMENT OF RISK

THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE FOLLOWING:

- a. Homebrew procedures are inherently non-standard operations that modify devices beyond their original manufacturer-intended state. While the Provider employs best professional practices, such procedures carry an inherent risk of unintended outcomes.

b. The Homebrew Procedure may, in rare cases, result in partial or total damage to the Device, including but not limited to: software corruption, hardware damage, loss of stored data, voiding of any remaining manufacturer warranty, or a Service Failure as defined in Section 5.1.

c. The Customer has been informed of these risks and voluntarily elects to proceed with the requested Services with full knowledge and understanding of the potential outcomes.

d. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS PROVIDED IN SECTION 5, THE PROVIDER SHALL NOT BE HELD LIABLE FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE DEVICE THAT MAY RESULT FROM THE PERFORMANCE OF THE AGREED-UPON HOMEBREW PROCEDURE, PROVIDED THAT THE PROVIDER HAS ACTED IN GOOD FAITH AND WITH REASONABLE PROFESSIONAL CARE.

e. The Provider makes no guarantee or warranty, express or implied, regarding functionality, compatibility, stability, or longevity of any modification performed, except as specifically provided in Section 5.

4. DATA AND PRE-EXISTING DEVICE CONDITION

The Customer is solely responsible for backing up any and all data, saved files, media, or content stored on the Device prior to the commencement of Services. The Provider assumes no responsibility for loss of data, game saves, digital licenses, downloaded content, or any other stored information that may occur during or as a result of the Homebrew Procedure, regardless of outcome.

The Customer acknowledges that the Device is submitted in the condition described at the time of intake. Any pre-existing damage, defects, or issues not caused by the Provider are the Customer's responsibility. The Provider reserves the right to document the Device's condition at intake.

5. SERVICE FAILURE, PAYMENT OBLIGATIONS, AND TERMS

5.1 Definition of Service Failure

A "Service Failure" is defined exclusively as a direct and verifiable result of the Homebrew Procedure that renders the Device permanently and wholly non-functional, such that the Device cannot power on, cannot boot to any operational state, and cannot be restored to any functional state through any reasonable recovery method available to the Provider. A Service Failure requires all of the following conditions to be simultaneously and fully true:

- i. The Device was confirmed to be in fully working condition at the time it was submitted to the Provider;
- ii. The Device is, following the Homebrew Procedure, permanently unable to power on or reach any operational state whatsoever;
- iii. The non-functional condition cannot be resolved by any standard recovery process, including but not limited to: factory reset, firmware reflash, recovery mode boot, NAND restore, or any equivalent procedure applicable to the Device; and
- iv. The non-functional condition is directly and solely attributable to the actions of the Provider during the Homebrew Procedure, and not to any pre-existing hardware defect,

physical damage, liquid damage, prior modification, or any other condition present before intake.

5.2 What Does NOT Constitute a Service Failure

The following outcomes are expressly and entirely excluded from the definition of Service Failure and do not, under any circumstances, eliminate or reduce the Customer's payment obligation:

- i. Any individual feature, application, channel, plugin, or capability not functioning as the Customer expected or desired, unless the Provider explicitly guaranteed that specific feature in writing prior to the Customer's acceptance of these Terms;
- ii. The Device failing to run specific software titles, applications, or media that the Customer anticipated would be compatible with the modification;
- iii. The Device operating in any reduced-functionality state, such as partial boot, limited menu access, error screens, or degraded performance, so long as the Device is capable of powering on and reaching some operational state;
- iv. Features, channels, stores, or capabilities that require additional configuration, setup steps, external accounts, or network access that the Customer has not completed or does not have access to;
- v. Loss of access to online services, manufacturer accounts, digital storefronts, subscription services, or online multiplayer functionality as a result of the modification;
- vi. Voiding of the Device's manufacturer warranty;
- vii. Any damage or malfunction caused by the Customer's own actions after the Device has been returned; or
- viii. Any pre-existing hardware or software condition that contributed to or caused the adverse outcome.

5.3 Payment Terms

The Customer agrees to pay the Provider the full Quoted Price for the Services rendered, subject to the following conditions:

- a. Payment is due upon receipt of an Invoice delivered electronically to the Customer's email address. The Customer agrees to remit payment promptly and in full upon Invoice receipt.
- b. Payment is due regardless of the Customer's subjective satisfaction with the results of the Homebrew Procedure, provided the outcome does not meet the strict and complete definition of Service Failure under Section 5.1.
- c. In the event of a confirmed Service Failure as defined in Section 5.1, the Customer shall not be obligated to pay the Quoted Price, and no Invoice will be issued. The Provider will make reasonable efforts to return the Device to the Customer in whatever condition it exists following the procedure.
- d. The Provider reserves the right to retain possession of the Device until payment has been received in full, except in the case of a confirmed Service Failure.

- e. Accepted forms of payment will be communicated to the Customer at the time of intake or upon Invoice delivery.

6. UNCLAIMED DEVICES

If the Customer fails to retrieve the Device and/or remit payment within thirty (30) days of Invoice delivery or notification that Services are complete, the Provider reserves the right to assess a reasonable storage fee. After sixty (60) days from the date of such notification, the Device may be considered abandoned and the Provider reserves the right to dispose of, recycle, or retain the Device at the Provider's sole discretion, without further obligation or liability to the Customer.

7. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions 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 provisions. Any dispute arising from these Terms that cannot be resolved informally between the parties shall be submitted to binding arbitration or small claims court, as applicable, in the Provider's local jurisdiction. If any provision of these 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, and all remaining provisions shall remain in full force and effect.

8. ACCEPTANCE OF TERMS AND ELECTRONIC AGREEMENT

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

- a. Replying to any email from the Provider that contains or references these Terms and Conditions with a written statement clearly expressing the Customer's agreement and intent to proceed. Examples of sufficient acceptance include, but are not limited to, statements such as: "I agree to the terms and conditions and authorize Dylan's Electronics Servicing to proceed," or any substantially similar expression of informed consent; or
- b. Any other written electronic communication to the Provider (including email, text message, or messaging platform) that unambiguously indicates the Customer's acceptance of these Terms and their authorization for the Provider to begin Services.

By accepting these Terms through any method described above, the Customer affirms that:

- i. They have read and understood these Terms and Conditions in their entirety;
- ii. They are of legal age to enter into a binding agreement, or, if a minor, a legal guardian has reviewed and consented on their behalf;
- iii. They agree to be legally bound by all provisions contained herein; and
- iv. Their electronic acceptance carries the same legal force and effect as a handwritten signature, pursuant to 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 communication, which may be used as evidence of this agreement in the event of a dispute.

9. ENTIRE AGREEMENT

These Terms and Conditions, together with any written communications from the Provider specifying the scope of Services and the Quoted Price, constitute the entire agreement between the parties and supersede all prior discussions, representations, or agreements, whether oral or written. No modification of these Terms shall be binding unless made in writing and acknowledged by both parties.