

SERVICE TERMS AND CONDITIONS

Repair and Electronics Servicing

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 13.
- 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 for service.
- d. "Repair" means any procedure performed by the Provider intended to restore or improve the function of a Device that is malfunctioning, damaged, degraded, or otherwise not operating as intended. Repair includes, but is not limited to, component replacement, soldering and board work, trace repair, port restoration, screen replacement, drive replacement, and any analogous hands-on corrective procedure.
- e. "Service" means any procedure performed by the Provider on the Device that does not strictly constitute a repair of existing damage or malfunction, including but not limited to: cleaning, maintenance, preventive work, thermal paste application, cosmetic modification, software configuration, data transfer, and diagnostic assessment. Service may be performed independently of or alongside Repair.
- f. "Services" means Repair, Service, or any combination thereof, as applicable to the Customer's device and agreed upon between the parties.
- g. "Estimate" means a non-binding, good-faith approximation of the anticipated cost of Services provided to the Customer prior to commencement of work, based on the Provider's preliminary assessment of the Device's condition and the anticipated scope of Services.
- h. "Invoice" means a binding, itemized billing statement delivered electronically to the Customer's email address upon completion of Services, detailing all parts costs, applicable markup, shipping costs, and the applicable service fee.
- i. "Diagnostics Fee" means the flat fee of fifteen United States dollars (\$15.00 USD) charged by the Provider to cover the time and labor expended in diagnosing the Device, applied in specific circumstances as described in Sections 4 and 7 of these Terms.
- j. "Service Fee" means the labor fee charged by the Provider corresponding to the assigned repair category as defined in Section 6 of these Terms.
- k. "Parts" means any component, consumable, or material ordered or obtained by the Provider for the purpose of completing the Services on the Customer's Device.
- l. "Quoted Price" or "Estimate" are used interchangeably and carry the same non-binding meaning as defined in subsection (g) above.

2. SCOPE OF SERVICES

The Provider will perform the specific Repair and/or Service procedures communicated to the Customer during the intake and estimation process. The Provider will make reasonable, professional, and good-faith efforts to complete all Services with appropriate care and technical competence. The scope of Services is limited to the procedures discussed and agreed upon at the time of the Customer's acceptance of these Terms. Any additional work identified during the course of the repair that extends beyond the original agreed scope will be communicated to the Customer before proceeding, as further described in Section 7.

The Provider is NOT obligated to complete a repair or service within any specific timeframe, unless the Provider has explicitly committed to a completion deadline in writing prior to or at the time of the Customer's acceptance of these Terms. Absent such a written commitment, all timeframes communicated are estimates only and are not contractually binding.

The Provider reserves the right to refuse or decline any repair or service request for any reason, including but not limited to: assessed risk of damage to the Device, lack of available parts, technical complexity beyond the Provider's assessed capacity, or the Device being in a condition that makes repair inadvisable. In the event of a refusal following diagnosis, the Diagnostics Fee applies as described in Section 4.

3. DEVICE INTAKE AND CUSTOMER DISCLOSURE

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

- a. The nature of the problem 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 modifications, soldering, component replacements, or software alterations that have been previously performed;
- c. Any known physical damage, liquid exposure, power surge damage, or other trauma the Device has sustained;
- d. Any known defects, pre-existing conditions, or limitations of the Device unrelated to the current issue; and
- e. Whether the Device contains any data or storage the Customer wishes to preserve.

Failure by the Customer to disclose any of the above may affect the accuracy of the Estimate, the outcome of the repair, and the allocation of liability. The Provider shall not be held responsible for adverse outcomes attributable in whole or in part to undisclosed prior work, damage, or conditions.

The Provider reserves the right to document the Device's physical condition at intake, including by photograph, written notation, or both. This documentation may be used to establish the pre-service condition of the Device in the event of a dispute.

The Customer is solely responsible for backing up any and all data, saved files, media, or content stored on the Device prior to submitting it for service. 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 any Service or Repair procedure, regardless of the outcome.

4. DIAGNOSIS AND ESTIMATE

Upon receipt of the Device, the Provider will perform a diagnostic assessment to evaluate the Device's condition and determine the nature and scope of Services required. Following this assessment, the Provider will communicate an Estimate to the Customer. The Estimate will include, to the extent reasonably determinable at that time:

- a. The anticipated repair category or categories, as defined in Section 6;
- b. The Service Fee range corresponding to the anticipated category; and
- c. A preliminary estimate of any Parts costs and applicable shipping, if known at the time.

The Estimate is non-binding and provided in good faith based on the Provider's preliminary assessment. It does not constitute a fixed price commitment. The actual Invoice may differ from the Estimate due to the nature of repair and service work, as further described in Section 7.

4.1 Customer Decision Upon Receipt of Estimate

Upon receiving the Estimate, the Customer must communicate to the Provider either their acceptance or rejection of the Estimate and these Terms in order for Services to proceed. Acceptance may be communicated electronically in accordance with Section 13. Rejection is defined as any explicit refusal, or any failure to respond within a reasonable period of time as communicated by the Provider.

4.2 Diagnostics Fee Upon Non-Acceptance

In the event that the Customer does not accept the Estimate or these Terms, or otherwise communicates that they do not wish to proceed with Services, all promised, implied, or suggested services from the Provider are immediately nullified. In this event, the Customer is obligated to pay the Provider a Diagnostics Fee of fifteen United States dollars (\$15.00 USD) to compensate the Provider for the time, labor, and expertise expended in assessing the Device.

- a. The Diagnostics Fee is due upon the Customer's decision not to proceed, and must be paid prior to the return of the Device.
- b. The Provider retains full right to maintain possession of the Device until the Diagnostics Fee has been paid in full.
- c. If the Customer fails to pay the Diagnostics Fee or fails to respond following notification of the fee, the Device shall be subject to the Abandonment provisions set forth in Section 11.

- d. No further work of any kind will be performed on the Device following a non-acceptance, other than preparation for return.

4.3 Diagnostics Fee Waiver Upon Acceptance

If the Customer accepts the Estimate and these Terms and authorizes the Provider to proceed with Services, the Diagnostics Fee is waived in its entirety and will not appear on the final Invoice. The diagnostic assessment performed by the Provider is considered included within the scope of the Services and is compensated through the applicable Service Fee. The Diagnostics Fee is charged solely in cases where the Provider has expended time and labor on diagnosis but no repair or service proceeds as a result.

5. ACKNOWLEDGMENT OF RISK AND LIMITATION OF LIABILITY

THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE FOLLOWING:

- a. Repair and service of electronic devices is an inherently imprecise undertaking. While the Provider employs professional care and best practices, the internal condition of any Device may be unknown until work has commenced, and unforeseen complications may arise during the course of repair.
- b. There exists a possibility, however minimal in most cases, that the performance of Services may result in unintended outcomes, including but not limited to: partial or complete loss of functionality, damage to components adjacent to the area of work, damage to traces or board-level connections, worsening of a pre-existing condition, or, in rare cases, permanent and irrecoverable damage to the Device or specific components thereof.
- c. Such outcomes may be transient (temporary and potentially correctable) or permanent (irrecoverable), and the Customer acknowledges both possibilities.
- d. The Customer has been informed of these risks and voluntarily elects to submit the Device for Services with full knowledge and understanding of the potential outcomes.
- e. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROVIDER SHALL NOT BE HELD LIABLE FOR ANY DAMAGE, LOSS, OR DEGRADATION TO THE DEVICE OR ITS COMPONENTS THAT RESULTS FROM THE PERFORMANCE OF SERVICES, PROVIDED THAT THE PROVIDER HAS ACTED IN GOOD FAITH AND WITH REASONABLE PROFESSIONAL CARE.
- f. This limitation of liability applies regardless of whether the adverse outcome was foreseeable, and regardless of whether the Device was operational prior to intake.
- g. In no event shall the Provider's total liability to the Customer exceed the total amount paid by the Customer to the Provider under these Terms for the specific Services that gave rise to the claim.
- h. The Provider makes no guarantee or warranty, express or implied, regarding the outcome of any repair or service attempt, except as specifically provided in the limited warranty described in Section 10.

6. REPAIR CATEGORIES AND SERVICE FEES

The Provider charges a Service Fee for labor based on five established categories of repair. The Provider shall assign each repair or service job to one of the following categories based on the nature of the work required. Only one Service Fee may be charged per job, regardless of the number of procedures performed. In the event that a single job touches multiple categories, only the highest applicable category shall be charged.

The Service Fee for any category must fall within the stated price range for that category, inclusive of the minimum and maximum values. The Provider may not charge a Service Fee that falls outside the established range for the assigned category. If an Invoice contains a Service Fee outside the applicable range, the Customer is not obligated to pay the out-of-range amount and may request a corrected Invoice. The Customer's payment obligation for the out-of-range portion is suspended until a corrected Invoice is issued.

CATEGORY 1 — Basic Service: \$20.00 – \$45.00

Fast, tool-light jobs requiring no soldering. Includes cleaning, cosmetic hardware swaps, and consumable replacements. Representative work includes:

- Dust removal, contact cleaning, laser lens cleaning
- Thermal paste replacement
- Shell and case swaps involving no board-level work
- Button membrane, battery cover, and rubber feet replacement
- Trivial cosmetic hardware fixes and minor assembly corrections

CATEGORY 2 — Component Replacement: \$35.00 – \$80.00

Full disassembly with part-in, part-out component replacements. No soldering required, but involves careful handling, moderate time, and proper reassembly. Representative work includes:

- Optical drive swaps (PS2, PS3, GameCube, Xbox, and similar)
- RAM, HDD, and SSD upgrades or replacements
- Fan replacements and power supply swaps
- Handheld screen replacements (Game Boy, GBA, DS line, PSP, and similar)
- Laptop keyboard replacements
- CMOS battery replacement and clock resets
- Controller board and daughterboard swaps

CATEGORY 3 — Basic Soldering & Board Work: \$65.00 – \$120.00

Work requiring a soldering station and hands-on board-level procedures. Representative work includes:

- Port resoldering: USB, power jacks, AV ports, and similar

- Capacitor replacement (small quantity, through-hole or accessible SMD)
 - Fuse replacement and simple trace repair
 - Controller stick and port resoldering
 - Headphone jack resoldering
 - Single-component SMD work with accessible pads
-

CATEGORY 4 — Advanced Board Work: \$140.00 – \$200.00

Long, high-skill jobs involving significant board-level intervention. These jobs carry a higher inherent risk of unrecoverable failure, which the Customer acknowledges and accepts by agreeing to proceed. Jobs in this category may, at the Provider's discretion, result in a referral to a more specialized technician if the Provider determines that is in the Customer's best interest. Representative work includes:

- Large-scale capacitor recapping
 - Multi-point trace repair
 - Motherboard-level diagnostics combined with repair
 - Chip-level fault isolation and repair
 - Laptop motherboard repair including power circuitry
 - Voltage regulator and power section repair
-

CATEGORY 5 — Data Recovery & Storage: \$80.00 – \$150.00

Data recovery and storage-level work. Hardware-level recovery carries no guarantee of success. Where a full recovery is not possible, a partial Service Fee will apply, the specific amount of which will always be disclosed to the Customer upfront before any work commences. Representative work includes:

- Software-level recovery and OS reinstall with data preservation
 - HDD and SSD data transfer from a failing but functional drive
 - Corrupt filesystem recovery
 - Game save recovery from memory cards or internal storage
 - Partial hardware failure recovery attempts
 - Failed NAND and flash storage diagnosis
-

6.1 Category Assignment

The Provider retains the sole right to assign a repair category based on the nature of the work actually required. The initial category communicated in the Estimate is based on the Provider's preliminary assessment and is not final. If the actual work performed is determined to fall within a different category than initially estimated, the provisions of Section 7.2 apply.

6.2 Single Fee Rule

Regardless of how many categories of work a single job touches, the Provider may charge only one Service Fee, corresponding to the highest applicable category. For example, a job involving a component swap (Category 2) that also requires resoldering a broken port (Category 3) shall be billed at Category 3 rates only. The Provider may not stack or combine category fees.

7. PRICING, SCOPE CHANGES, AND AUTHORIZATION

7.1 Nature of the Estimate

The Estimate is a non-binding, good-faith assessment of anticipated costs based on the Provider's preliminary review of the Device. The Customer expressly acknowledges that the total cost of Services is subject to change from the Estimate, both before and during the course of repair, due to the inherently unpredictable nature of repair and service work. Unforeseen conditions, hidden damage, the discovery of additional failed components, or the reclassification of work to a higher category may result in costs exceeding the Estimate.

7.2 Scope Changes and Category Changes During Repair

If, during the course of performing Services, the Provider discovers that the actual repair is more complex, falls within a higher category, or requires significantly different or additional work than originally estimated, the Provider is obligated to:

- a. Cease further work on the Device immediately upon making this determination;
- b. Notify the Customer promptly of the change in scope, the revised category assignment if applicable, and the revised anticipated price range or cost; and
- c. Obtain explicit written or electronic authorization from the Customer before resuming any further work.

The Provider may not continue work beyond the originally authorized scope without Customer authorization. Any work performed beyond the original scope without Customer authorization shall not be billable to the Customer.

7.3 Customer Denial of Revised Scope

In the event that the Customer declines to authorize the revised scope of work, the following shall apply:

- a. All Services shall be terminated immediately.
- b. The Customer remains obligated to pay for any Parts already ordered or obtained by the Provider in connection with the repair, including the cost of those Parts at their actual cost plus the twenty percent (20%) markup described in Section 8, plus any applicable shipping costs for those Parts.

- c. If any work had been completed up to the point of termination that constitutes a recognizable and billable repair category, the Provider may charge the applicable Service Fee for the work completed.
- d. An Invoice will be issued to the Customer reflecting only the amounts due under subsections (b) and (c) above. This Invoice is binding and payment is due upon receipt.
- e. The Provider retains the right to maintain possession of the Device until all amounts due under this section are paid in full.
- f. If the Customer refuses to pay the amounts due under this section, or disputes them without basis, the Customer shall be considered in breach of these Terms, and the Provider may pursue all remedies available under applicable law. The Device shall be subject to the Abandonment provisions of Section 11 if the Customer fails to pay and fails to communicate.

7.4 Customer Communication Obligation

The Customer is obligated to maintain active and timely communication with the Provider throughout the duration of the repair process. This includes, but is not limited to, responding to updates regarding changes in price, scope, category, parts availability, and status of the Device. The Provider will make reasonable efforts to reach the Customer through the contact information provided at intake.

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

If the Customer ceases communication entirely and the Provider has made a documented, good-faith effort to re-establish contact through all available means provided at intake, the Provider may treat the matter as an abandonment and the provisions of Section 11 shall apply.

8. PARTS, MARKUP, AND SHIPPING

8.1 Parts Ordering

The Provider will order or obtain Parts necessary to complete the Services upon receiving the Customer's authorization to proceed. Parts may be sourced from third-party suppliers, distributors, or secondary markets at the Provider's discretion. The Provider will make reasonable efforts to source quality parts appropriate to the repair, but does not guarantee that all parts will be OEM (Original Equipment Manufacturer) components unless explicitly agreed upon in writing.

8.2 Parts Markup

The cost of each Part will be charged to the Customer at the Provider's actual acquisition cost for that Part, plus a markup of twenty percent (20%). This markup covers the Provider's time and overhead associated with sourcing, ordering, and handling parts. The itemized cost of each Part, including the markup, will be reflected on the Invoice.

8.3 Shipping Costs

The Customer is responsible for the full cost of shipping for all Parts ordered by the Provider in connection with the Services. Shipping costs will be reflected as a line item on the Invoice and represent the actual shipping charges incurred by the Provider. The markup described in Section 8.2 does not apply to shipping costs.

8.4 Customer-Supplied Parts

If the Customer wishes to supply their own parts for the repair, this must be agreed upon in writing by the Provider prior to the commencement of work. The Provider reserves the right to decline to use customer-supplied parts. If the Provider agrees to use customer-supplied parts and those parts are found to be defective, incorrect, or incompatible, the Provider shall not be held liable for any resulting damage or failed repair, and standard payment obligations remain in effect. Customer-supplied parts are not subject to the markup described in Section 8.2, but the Service Fee still applies.

8.5 Replaced Parts

Unless otherwise requested in writing by the Customer prior to the commencement of work, any Parts removed from the Device during repair shall be considered discarded and are not guaranteed to be returned. If the Customer wishes to retain the removed parts, they must notify the Provider at the time of intake.

8.6 Parts Ordered on the Basis of a Disclosed Diagnostic Assessment

If the Provider, upon completing a diagnostic assessment, communicates to the Customer a proposed course of repair together with an explicit disclosure that the diagnosis is uncertain and that the underlying cause may differ from what is currently believed, and the Customer accepts these Terms and authorizes the Provider to proceed with Services on that basis, the Customer remains obligated to pay for all Parts ordered by the Provider in furtherance of that authorized diagnostic assessment, even if those Parts are ultimately not used in or incorporated into the final completed repair.

This obligation applies where all of the following conditions are satisfied:

- a. The Provider communicated to the Customer, prior to ordering the Parts in question, the specific component or cause it believed to be responsible for the Device's malfunction;
- b. The Provider expressly disclosed to the Customer, at or before the time of authorization, that the diagnosis was not certain and that the actual cause of the malfunction may prove to be different from the initial assessment once repair work commenced or was completed;
- c. The Customer, having been informed of both the proposed diagnosis and its uncertainty, affirmatively authorized the Provider to proceed and to order the relevant Parts; and
- d. The Parts were ordered by the Provider in good faith and in reasonable reliance on the diagnostic assessment as disclosed to the Customer.

Where the above conditions are met, any such Parts shall be billable to the Customer at actual acquisition cost plus the twenty percent (20%) markup described in Section 8.2, together with any applicable shipping costs, regardless of whether those Parts contributed to the resolution of the Device's malfunction. The Customer's agreement to proceed with a repair under a disclosed uncertain diagnosis constitutes an acknowledgment that Parts expenditures associated with that

diagnosis may not be recoverable and that such costs are a foreseeable consequence of the diagnostic process.

For illustrative purposes only: if the Provider diagnoses a Device as having a capacitor fault, discloses to the Customer that the fault may alternatively be attributable to an encoder or other component, and the Customer authorizes the Provider to proceed, the cost of the capacitor(s) ordered and installed in good faith remains billable even if the repair ultimately reveals that the Device's malfunction was caused by the encoder and not the capacitor.

9. INVOICE AND PAYMENT

9.1 Invoice Delivery

Upon completion of Services, the Provider will deliver a binding, itemized Invoice to the Customer electronically, via the email address provided by the Customer at intake. The Invoice will include:

- a. An itemized list of all Parts ordered, with each Part's actual cost and the twenty percent (20%) markup applied;
- b. The total shipping cost for all Parts;
- c. The Service Fee corresponding to the assigned repair category; and
- d. The total amount due.

For the avoidance of doubt, the Diagnostics Fee will not appear on the Invoice in any case where the Customer has accepted these Terms and authorized the Provider to proceed with Services, in accordance with Section 4.3.

9.2 Payment Due

Payment of the Invoice is due upon receipt by the Customer. The Customer agrees to remit payment promptly and in full upon receipt of the Invoice. The Provider will communicate accepted payment methods to the Customer at intake or upon Invoice delivery.

9.3 Possession Pending Payment

The Provider retains the full right to maintain possession of the Customer's Device until payment has been received in full. The Device will not be released or delivered until the Invoice is paid in its entirety.

9.4 Disputes Regarding the Invoice

If the Customer believes the Invoice contains an error, including a Service Fee charged outside the applicable category range as described in Section 6, 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 of the dispute. The Customer's obligation to pay undisputed amounts remains in full effect and is not suspended by the existence of a dispute over a portion of the Invoice.

9.5 Consequences of Non-Payment

If the Customer fails to remit payment within a reasonable period following Invoice delivery, and fails to communicate a good-faith dispute of the Invoice, the Provider reserves the right to treat the Device as abandoned in accordance with Section 11, and may pursue all remedies available under applicable law for the recovery of amounts owed.

10. LIMITED REPAIR WARRANTY

The Provider offers a limited warranty on completed repair work as follows:

- a. If a Device exhibits the same specific symptom that was the subject of the completed repair within thirty (30) days of the Device being returned to the Customer, the Provider will re-examine the Device and, if the recurrence is determined to be attributable to the Provider's work and not to any new damage, misuse, or external cause, will perform the necessary corrective work at no additional Service Fee charge.
- b. This warranty does not cover Parts, which are subject to their own availability and condition. If the corrective work requires additional or replacement Parts, Parts costs and applicable markup apply.
- c. This warranty is void if the Device has been subjected to physical damage, liquid exposure, unauthorized repair attempts, or misuse following its return to the Customer.
- d. This warranty does not apply to Category 5 Data Recovery work, which carries no guarantee of outcome as stated in Section 6.
- e. This warranty does not cover any new or unrelated issues that may arise after the Device is returned.
- f. The Customer must notify the Provider of a warranty claim within the thirty (30) day period. Claims made after this period are not covered.

This limited warranty is the sole and exclusive warranty offered by the Provider and supersedes all other express or implied warranties to the fullest extent permitted by applicable law.

11. ABANDONMENT OF DEVICE

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 within thirty (30) days of being notified that Services are complete and the Invoice has been delivered;
- b. The Customer fails to respond to the Provider's communications regarding a required decision, including but not limited to: acceptance of the Estimate, authorization of a scope change, Invoice dispute resolution, or payment; 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 amounts owed and fails to communicate further; or

- d. The Customer fails to retrieve the Device from the designated return location within fourteen (14) days of being notified that the Device is available for pickup.

11.1 Abandonment Process

Prior to declaring abandonment, 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.

11.2 Consequences of Abandonment

Upon a Device being declared abandoned:

- a. The Provider reserves the right to assess a reasonable storage fee for each day or portion thereof that the Device has remained uncollected beyond the initial thirty (30) day grace period.
- 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. Any amounts owed by the Customer under these Terms at the time of abandonment remain due and legally collectible by the Provider, and 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 disposal or handling of an abandoned Device.

12. ADDITIONAL PROVISIONS

12.1 Referrals

The Provider may, at its professional discretion, determine that a repair is beyond its current capacity, is better suited to a more specialized technician, or is otherwise one the Provider does not wish to continue. In such cases, the Provider will notify the Customer and may recommend referral to another technician. The following terms apply in the event of a referral:

- a. The Provider is under no obligation, under these Terms or otherwise, to continue or complete any work on the Device once a referral determination has been made. The Provider's obligation to perform Services ends at the point of referral.
- b. Notwithstanding subsection (a), the Provider is obligated to return the Device to the same location at which it was originally dropped off by the Customer, unless an alternative return location has been explicitly specified in writing by the Provider. The Device will be returned upon resolution of any outstanding payment obligations as described below.
- c. The Diagnostics Fee as defined in Section 4.2 applies in full in the event of a referral, regardless of how far into the repair process the referral occurs.
- d. No Service Fee shall be charged in connection with a referral. The Provider may not bill a category service fee for work performed up to the point of referral, even if substantial work was completed prior to that determination.

- e. Any Parts already ordered or obtained by the Provider at the Customer's authorization prior to the referral determination are billable to the Customer at actual cost plus the twenty percent (20%) markup described in Section 8.2, plus any applicable shipping costs. An Invoice will be issued to the Customer reflecting the Diagnostics Fee and any applicable Parts charges. Payment is due upon receipt of the Invoice, and the Provider retains possession of the Device until all outstanding amounts have been paid in full.
- f. If the Customer fails to pay the amounts due following a referral, or fails to respond to the Provider's communications regarding same, the Device shall be subject to the Abandonment provisions of Section 11.
- g. The Provider accepts no responsibility for the work, pricing, outcomes, or conduct of any third-party technician to whom the Customer is referred. A referral is a courtesy and does not constitute an endorsement or any form of guarantee.

12.2 Provider's Right to Cancel or Halt Work

The Provider retains the unconditional right to cancel, halt, suspend, or decline to continue any repair or service work at any time and for any reason, at the Provider's sole discretion. This right applies without limitation and includes, but is not limited to, circumstances such as: personal or family emergencies, illness, equipment failure, unforeseen scheduling conflicts, safety concerns, or any other situation the Provider deems sufficient cause. The exercise of this right does not constitute a breach of these Terms by the Provider.

- a. In the event that the Provider halts or cancels work, the Provider will notify the Customer as soon as reasonably practicable.
- b. The Provider will make a good-faith effort to resume work within a reasonable period of time following a temporary halt, where a temporary halt was intended. If resumption is not possible or the Provider elects not to continue, the matter shall be treated as a referral and the provisions of Section 12.1 shall apply accordingly.
- c. In the event of a halt or cancellation, no Service Fee shall be charged unless the Provider explicitly communicates an intention to resume and does resume work. The Diagnostics Fee applies, and any Parts already ordered are billable as described in Section 12.1(e).
- d. The Customer acknowledges and agrees that the Provider's exercise of this right, provided the Provider acts in good faith and in accordance with the notification and billing provisions above, shall not give rise to any claim for damages, losses, or consequential costs incurred by the Customer as a result of the delay or cancellation.

12.3 Unrepairable Devices

If, following diagnosis or during the course of repair, the Provider determines that the Device is unrepairable, the Provider will notify the Customer of this determination. In such case, no Service Fee will be charged for the incomplete repair, but the Diagnostics Fee applies. Any Parts already ordered at the Customer's authorization are billable as described in Section 7.3. The Provider will return the Device to the Customer in whatever condition it exists upon payment of applicable fees.

12.4 Privacy and Data on Submitted Devices

The Customer acknowledges that submitting a Device for service 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 legitimate repair work does not constitute a breach of these Terms.

12.5 Modifications to These Terms

No modification to these 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.

12.6 Severability

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. All remaining provisions shall continue in full force and effect.

12.7 Waiver

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

13. 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 principles. 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 and 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.

14. 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 with a written statement clearly expressing the Customer's agreement and intent to proceed, such as (but not limited to): "I agree to the terms and conditions" or "I authorize Dylan's Electronics Servicing to proceed", 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 Terms and their authorization for the Provider to begin Services.

By accepting these Terms through any of the above methods, 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 a legal guardian has reviewed and consented on their behalf;
- iii. They agree to be legally bound by all provisions of these 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.

15. ENTIRE AGREEMENT

These Terms and Conditions, together with any written or electronic communications from the Provider specifying the scope of Services and the Estimate, constitute the entire agreement between the parties with respect to the subject matter herein. They supersede all prior discussions, representations, promises, or agreements, whether oral or written. No oral representation made by the Provider, before or after acceptance of these Terms, shall be construed as a modification of these Terms or a binding commitment, unless confirmed in writing.