

## Warranty Terms

As part of the repair services provided to the Customer ("You"), the "iTech" or the iCracked Mail In Repair Department is providing replacement parts ("Parts") and accessories ("Accessories") supplied by iCracked Inc. ("Company"). Company is a third party obligor of iTech's service obligations to you under your agreement with iTech, regarding your use of, and rights related to, the Parts and Accessories.

### Limited Warranty

- Company warrants to you that from the date the Parts or Accessories are provided to you and for the lifetime of your device so long as you remain the owner ("Warranty Period"), each Part and Accessory provided to you under this Agreement will be materially free of manufacturing defects. Company's sole obligation, and your sole remedy, under this warranty is limited to, at Company's sole discretion, repair or replacement of the defective Part or Accessory. This warranty is non-transferable.
- Company's obligations under this warranty are conditioned on your prompt notification to both iTech and Company of any warranty claim and complying with Company's then-current warranty procedures provided to you. This warranty specifically excludes (i) any Part or Accessory that was altered, repaired, or modified by a party other than Company without Company's prior written consent; (ii) any defects, damage or errors that (1) occurred after shipping by Company, (2) were the result of improper testing, installation, storage, mishandling, abuse, misuse, accident or causes other than ordinary use of the Part or Accessory, or (3) use of the Part or Accessory in conjunction with another product which is incompatible, or of an inferior quality; (iii) warranty claims by any individual other than you, or warranty claims after the Warranty Period; and (iv) any warranty claim for which Company determines that there is no defect in the returned Part or Accessory.
- For repair-related warranty claims, Company will issue a Return Materials Authorization ("RMA") shipping label to you through the Site. You must return the device using proper packaging, with the RMA label on the outside of the box. You must comply with the additional warranty and return procedures provided to you by Company. You assume risk of loss or damage to any Part or Accessory returned to Company for repair or replacement until delivery to Company.

- EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER ITECH, COMPANY, NOR THEIR SUPPLIERS OR LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PARTS OR ACCESSORIES. ALL PARTS AND ACCESSORIES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. No advice or information, whether oral or written, obtained by you from iTech or otherwise will create any warranty, representation or guarantee by Company not expressly stated herein.

### Limitation of Liability

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY FOR ANY DAMAGES RELATED TO YOUR USE OF THE PARTS OR SERVICES, INCLUDING WITHOUT LIMITATION (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS; OR (C) FOR ANY AMOUNTS THAT ARE IN EXCESS OF THE TOTAL AMOUNTS PAID BY YOU FOR THE PART OR ACCESSORY FROM WHICH SUCH DAMAGE AROSE. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages, AND Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

## Customer Warranty Claims

Because you, the customer, are performing the repair yourself rather than having a professionally trained iTech repair your device, you agree to accept all risk and liability when performing the repair and assume all responsibility in the event that your repair is unsuccessful.

If the customer's do it yourself repair is unsuccessful due to customer mistake, iCracked will offer the customer a 25% discount off of the purchase of a replacement screen or the purchase of iCracked's mail-in repair service which must be purchased from the website using a specific coupon code the customer must retrieve from an official iCracked customer service representative by emailing [support@icracked.com](mailto:support@icracked.com) or calling 1-877-700-0349.

If an official iCracked customer support representative has determined iCracked is at fault, iCracked will provide the customer a new part free of charge.

In each case, the warranty claim request must be initiated by the original purchaser of the product from iCracked, who is able to provide proof of purchase.

If a DIY kit is returned to iCracked HQ for warranty evaluation, the customer is responsible for the cost of shipping the product to iCracked.

For warranty evaluation, your purchase must be returned directly to iCracked Inc., Warranty Department, 350 Marine Pkwy STE 100, Redwood City, CA 94065. All shipping to Warranty Department must be pre-paid and insured. iCracked Inc. cannot be liable for lost in-bound packages. California State law requires that products accepted for repair or return must be clean. Charges will be assessed if cleaning is necessary.

In the event that a customer purchases a do it yourself kit and brings it to a third party for installation, iCracked will not be responsible for the errors or omissions of that third party. This includes any technician or repair person outside of the iTech network. The warranty is valid only until the point that the protective films, holographic stickers, and/or adhesives are removed and the repair is commenced. Therefore, we encourage you to exercise caution when selecting someone to assist you with the repair.

In the case that the customer initiates the repair with a do it yourself kit and later requests an iTech or iCracked HQ to complete the repair, the warranty is limited to the parts purchased. Any customer efforts to repair the device that renders said device inoperable cannot be warranted. Further, any attempt by an iTech or iCracked HQ to salvage a customer repair attempt shall be excluded from these warranty provisions.

Website: <https://www.icracked.com>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.