

TERMS OF USE AND SERVICE (“Services”)

IN GENERAL

Relectro, LLC owns and operates this Website. This document governs your relationship with Relectro, LLC (“Website”). Access to and use of this Website and the products and Services available through this Website (collectively, the "WARRANTY") are subject to the following terms, conditions and notices (the "TERMS OF USE AND SERVICE"). By using the Services, you are agreeing to all of the TERMS OF USE AND SERVICE, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the TERMS OF USE AND SERVICE.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all parts of this Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by Relectro, LLC. Relectro, LLC has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the TERMS OF USE AND SERVICE contained within each such site.

PROHIBITIONS

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Relectro, LLC will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-

service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

INTELLECTUAL PROPERTY, SOFTWARE AND CONTENT

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of Relectro, LLC or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Relectro, LLC and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

TERMS OF SALE

By placing an order and submitting your phone to Relectro, LLC you are offering to purchase a service and subject to the following terms and conditions and TERMS OF USE AND SERVICE as provided herein. All orders are subject to availability and confirmation of the order price if required by Relectro, LLC.

Dispatch times may vary according to availability, type of return service selected and subject to any delays resulting from package carrier delays or force majeure for which we will not be responsible.

In order to contract with Relectro, LLC you must be over 18 years of age and possess permission or authorization with a valid authorized credit or debit card issued by a bank acceptable to us. Relectro, LLC retains the right to refuse any request made by you. If your order is accepted we will inform you by email. This will usually be Relectro, LLC or may in some cases be a third party. Where a contract is made with a third party Relectro, LLC is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate,

that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods and service. The cost of and Services may fluctuate. All prices advertised are subject to such changes.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order.

(b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods but we have confirmed in writing that you have not received them, you will receive a full refund.

(c) Payment

Upon receiving your order your card will be charged and/or verified for the amount shown on order confirmation screen. In some cases, additional charges may apply and you will be notified if that is applicable.

DISCLAIMER OF LIABILITY (PLEASE READ)

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Relectro, LLC and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and Services, arising out of or related to

the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Relectro, LLC's liability for death or personal injury arising from its gross negligence, gross fraudulent misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

WARRANTY

Purchaser of service will truthfully and to the best of his/her own knowledge select the most appropriate repair. Relectro, LLC will do a full inspection on the device prior to repair being started. If other problems are found with the device, Relectro, LLC, at their discretion, will contact the owner immediately before attempting or completing the repairs.

If you send Relectro, LLC a device that is beyond repair, we will contact you. If you do not know what is wrong with your device that is ok. If you do not select the right repair (to your best knowledge), we reserve the right to refuse service and return your device.

If your water damaged device cannot be repaired satisfactorily, you will have the option to receive the device back, or Relectro, LLC will recycle your device for you at no cost. If your device has extensive water damage, no WARRANTY will be given on any repair that Relectro, LLC performs on the handset. Relectro, LLC retains the right to refuse any repair at any time.

TERMS OF SERVICE for REPAIR:

ANY LIQUID / PHYSICAL DAMAGE (including cracked, chipped, and/or broken screen) AFTER THE REPAIR IS NOT COVERED BY WARRANTY.

If your device is damaged beyond repair, we will give you the following options to choose from:

1. We return your device to you and charge you the standard \$15 diagnostic fee
2. You decline repair Services and select via email to transfer ownership to Relectro, LLC for them to keep and dispose of the device.

Relectro, LLC warrants all repairs and parts that they provide or repair are free of defects in materials and workmanship for a period of 90 days.

If the unit should malfunction during the WARRANTY period for the exact issue that was repaired, it must be returned to Relectro, LLC for evaluation, and all costs of shipping shall be borne solely by the purchaser (if applicable). Relectro, LLC' technician will diagnose the repair immediately upon receipt. Upon examination by Relectro, LLC, if the unit is found to be defective it will be repaired and shipped back to you at no charge. If it is found to be something other than the original repair, The Relectro, LLC WARRANTY does not apply to defects resulting from any action of the purchaser, including but not limited to mishandling, any physical damage, any water damage, improper interfacing, operation outside of design limits, repair by someone other than Relectro, LLC, or unauthorized modification. This WARRANTY is VOID if the unit shows evidence of having been tampered with (broken seal) or shows evidence of being damaged as a result of excessive corrosion; or current, heat, moisture or vibration; improper specification; misapplication; misuse; abuse or other operating conditions outside of Relectro, LLC's control.

WARRANTY is also VOID if customer or any other party performs any software modifications not limited to a factory restore or factory software update. Downloading unauthorized or unapproved software, viruses, malware, spyware, or attempts to modify any software that has been installed by Relectro, LLC. Relectro, LLC employees reserve the right to VOID any WARRANTY if any improper software installations or modifications have been made after unit has left our repair location.

This WARRANTY is non-transferable and does not apply to any purchaser who bought the product from a reseller or distributor not authorized in writing by Relectro, LLC, including but not limited to purchases from internet auction sites or by any other means.

LIMITATION OF LIABILITY: [SEP] REPAIR OR REFUND OF THIS PRODUCT, AS PROVIDED HEREIN, IS YOUR EXCLUSIVE REMEDY AND AS ALLOWED BY Relectro, LLC. Relectro, LLC SHALL NOT BE LIABLE FOR ANY DAMAGES NOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES, LOST PROFITS, RENTAL OF REPLACEMENT

EQUIPMENT, DOWNTIME, DAMAGE TO PROPERTY, AND THIRD-PARTY CLAIMS, ARISING OUT OF ANY THEORY OF RECOVERY, INCLUDING WARRANTY, CONTRACT, STATUTORY OR TORT. NOTWITHSTANDING THE TERM OF ANY WARRANTY OR ANY WARRANTY IMPLIED BY LAW, OR IN THE EVENT THAT ANY WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL Relectro, LLC'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THIS PRODUCT. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE.

DISCLAIMER AS TO OWNERSHIP OF TRADEMARKS, IMAGES OF PERSONALITIES AND THIRD-PARTY COPYRIGHT

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, Services and/or locations featured on this Website are in no way associated, linked or affiliated with Relectro, LLC and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and Services and is in no way an assertion that such products or Services are endorsed by or connected to Relectro, LLC.

INDEMNITY

You agree to indemnify, defend and hold harmless Relectro, LLC, its directors, officers, employees, consultants, agents, and affiliates, from any and all claims, third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the TERMS OF USE AND SERVICE.

VARIATION

Relectro, LLC shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

INVALIDITY

If any part of the TERMS OF USE AND SERVICE is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the TERMS OF USE AND SERVICE will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

COMPLAINTS

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments at info@relectro.com .

WAIVER

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

ENTIRE AGREEMENT

The above TERMS OF USE AND SERVICE constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Relectro, LLC. Any waiver of any provision of the TERMS OF USE AND SERVICE will be effective only if in writing and signed by an Authorized Director of Relectro, LLC.