

iHospital, LLC Repair Terms and Conditions

These are the Terms and Conditions governing the repair of your product by iHospital, LLC ("iHospital").

1. Repair Agreement

iHospital will repair your product as described and for the charges shown on the reverse side, (unless such charges are revised with your oral or written consent). If the product is covered by an iHospital warranty or an extended service contract, iHospital will perform repairs under the terms of the warranty or the extended service contract, provided that you have presented satisfactory proof of the product's eligibility for such repairs. You will be responsible for any additional charges applicable under your product's warranty or extended service contract described, including any applicable tax.

2. Payment

Unless your product is repaired under warranty or extended service contract without charge, you will pay iHospital the amount shown on the reverse side. Your payment is due when the product is returned to you. Unless specified otherwise, the estimated amount includes all parts, labor, and certain transportation required for the repair of the product plus any applicable tax. iHospital may hold you responsible for a diagnostic fee, plus any applicable tax, if iHospital inspects your product, provides an estimate for you, and you do not authorize iHospital to undertake the repairs for the estimated charges. If iHospital determines, while inspecting your product, that repairs are needed due to failures of parts that are neither supplied by iHospital or are needed due to damage caused by abuse, misuse or misapplication, iHospital reserves the right to return the product to you without repairing it, and may hold you responsible for a diagnostic fee, plus any applicable tax.

3. Consent

If the requested repairs require labor and/or parts not specified, iHospital may seek your approval of a revised estimate. If you do not agree that iHospital may revise the charges, iHospital may return your product and hold you responsible for the diagnostic fee shown on the reverse side, plus any applicable tax.

4. Parts

If repairing your product under iHospital's warranty or extended service contract, iHospital may use new, used or reconditioned parts, if permitted by the terms. If repairing parts outside of warranty or extended service contract, iHospital may use new, used or reconditioned parts. iHospital will retain the replaced part that is exchanged under repair service as its property, and the replacement part will become your property. Replaced parts are generally repairable and are exchanged or repaired by iHospital for value. If applicable law requires iHospital to return a replaced part to you, you agree to pay iHospital the additional cost of the replacement item.

5. Affiliation with Apple

iHospital is not affiliated with Apple, Inc. and is not an Apple Authorized Service Provider. Therefore, iHospital cannot honor any Apple warranty. While our technicians may possess Apple Certifications and are knowledgeable and capable of performing repairs on Apple Products, Apple does not recognize iHospital as an Apple Authorized Service Provider. Despite equal and comparable workmanship, any product that is not repaired by Apple or its affiliates may be considered tampered and affect their warranty coverage.

6. Warranty Coverage

If iHospital repairs your product under iHospital's warranty or extended service contract, the repairs will be covered solely by the terms of the warranty or extended service contract and applicable provisions of law. If your product is repaired outside of warranty, iHospital warrants (1) that the repairs will be performed in a competent and workmanlike manner and (2) that all parts used to repair your product will be free from defects in materials and workmanship for a period of one year, but this excludes hard drives, headphone jacks, batteries, power buttons, volume buttons, and any parts repaired due to liquid damage. Hard drives will be covered by the manufacturers warranty and while we will remove and install the replacement drive, any claims must be handled by you, the customer, and the manufacturer of the Hard drive. The warranty on parts is an express limited warranty. If a defect exists in a replacement part during the part's warranty period, at its option, iHospital will (1) repair the part, using new, used or reconditioned replacement parts, (2) replace the part with a new, used or reconditioned equivalent part, or (3) refund the fair market value of the part, as determined by iHospital. THIS WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE REPAIR PARTS. IHOSPITAL SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH PARTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF IHOSPITAL CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IHOSPITAL AND ITS AFFILIATES, WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM PERFORMANCE OF ANY REPAIR SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE; ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; OR ANY COSTS OF RECOVERING, PROGRAMMING, OR RESTORING ANY PROGRAM OR DATA STORED OR USED WITH YOUR PRODUCT AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON YOUR PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. IHOSPITAL SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO (i) REPAIR YOUR PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, AND (ii) MAINTAIN THE CONFIDENTIALITY OF DATA. If any product should be damaged while in iHospital's custody, iHospital will attempt to resolve the issue by means of repair. iHospital's liability will be limited to the cost of the repair of the affected component. If a product cannot be repaired or the device cannot be restored to its original state of functioning when the unit became part of iHospital's custody, iHospital will in good faith attempt to resolve the issue for the customer.

iHospital will not be liable for any products which exhibit the following:

- Liquid Damage - iHospital is not liable for any products which exhibit liquid damage or has been exposed to liquid. If any product displays evidence of liquid contact or damage from liquid contact, iHospital cannot guarantee the device will be returned in the same state or level of functioning as it was prior to any service. Liquid damage is not covered by iHospital's limited warranty or any extended service agreement.
- Data Loss or Corruption - iHospital is not liable for loss or corruption of data or your confidential, proprietary or personal information or removable data. Before you bring in your product for any repair service, you should make a backup copy of your data and remove any confidential, proprietary or personal information and removable media such as Compact Discs, USB-drives, etc.

OTHERWISE, IHOSPITAL'S LIABILITY FOR ANY AND ALL DAMAGE SHALL IN NO EVENT EXCEED THE PAYMENTS RECEIVED BY IHOSPITAL FOR SERVICES PROVIDED PURSUANT TO THESE TERMS. THE REMEDIES SET FORTH HEREIN SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY IHOSPITAL UNDER THESE TERMS AND CONDITIONS.

8. Product Abandonment

If you have not claimed your product and paid all charges due within ninety (90) days after being notified by iHospital that your product has been repaired, iHospital will consider your product abandoned. iHospital will provide such notice to you at the phone number you furnished when you authorized the repairs. iHospital may dispose of your product in accordance with applicable provisions of law, and, specifically, may recycle or sell your product at a private or public sale without liability to you. iHospital reserves its statutory and any other lawful liens for unpaid charges.

9. Software & Data Usage

If repair service involves transferring information or installing software, you represent that you have the legal right to copy the information and agree to the terms of the software license, and you authorize iHospital to transfer the information and accept such terms on your behalf in performing the service. Software installations and/or resolutions are not covered by iHospital's warranty.

You agree and understand that it is necessary for iHospital to collect, process and use your data in order to perform the service and support obligations under these Terms and Conditions. iHospital will protect your information in accordance with iHospital Customer Privacy Policy.

10. General Terms

- These Terms and Conditions are governed by the laws of the State of Florida (without giving effect to its conflict of law provisions). If any provision of these Terms and Conditions is held to be illegal or unenforceable, that provision will no longer be part of the Terms and Conditions, and the Terms and Conditions will be enforceable as though that provision never was a part of them.
- These Terms and Conditions are the only ones that govern iHospital's repair of your product. No other oral or written terms or conditions apply, including ones in any purchase order that you provide to iHospital. No one has the authority from iHospital to vary any of these Terms and Conditions.
- iHospital products are subject to United States and foreign export control laws and regulations, and must be purchased, sold, exported, re-exported, transferred, or used in compliance with such export laws and regulations.