

# **Self-Service Kiosk Terms & Conditions**

**About the Wet Phone Rescue Trial:** Dry Ventures, Inc. ("DVI"), its representatives, its partners, and certain related entities (collectively, "DryBox Rescue Crew") are conducting an extended trial (the "Trial") of new technology to rapidly dry and recover (i.e., to "Rescue") cell phones and other small electronic devices that have been accidentally immersed in water. Each attempt at a Rescue (each, a "Rescue Attempt") can normally be completed in about thirty minutes, and Customers who participate in the Trial will be charged a preset fee (the "Attempt Fee") for each Rescue Attempt, regardless of whether it is successful.

**Permission:** As the Customer, I promise and warrant to DryBox Rescue Crew, that I own the Wet Phone identified above, that I own all rights related to the Wet Phone, and that I do not need my employer or any other third party to grant the right for me to enter this Agreement or for DryBox Rescue Crew to perform a Rescue Attempt of the Wet Phone. I am voluntarily participating in the Trial and I expressly give DryBox Rescue Crew all authority and permission to use experimental technology to perform Rescue Attempts with my Wet Phone, to manipulate or flush more water through the Wet Phone, to make changes to the Wet Phone, and to generally do anything with the Wet Phone that DryBox Rescue Crew might choose to do during a Rescue Attempt, and to use all my rights in relation to the Wet Phone in the process of doing so.

**Warranty Disclaimer; NO Guaranteed Results:** I understand that DryBox Rescue Crew disclaim all express or implied warranties, including any implied warranty of fitness or suitability for a particular purpose. I understand that there is no promise or guarantee that a Rescue Attempt will work as hoped or expected. I also understand that any assurance of results or statements about guarantees or the like are not binding upon DryBox Rescue Crew. Instead, I agree that my only possible remedy in the event that a Rescue Attempt does not work is a refund of a single Success Fee, to the extent actually paid by Customer to DryBox Rescue Crew for the unsuccessful Rescue Attempt, if I request such a refund by following the directions for Money Back Option on [www.DryBoxRescue.com](http://www.DryBoxRescue.com) after conclusion of the Rescue Attempt. I understand that I completely release and waive any right to any other form of recovery if DryBox Rescue Crew or the Rescue Attempt causes any form of injury or damage or does not work in any respect.

**Customer Releases and Assumes Risks:** By clicking agree and by allowing DryBox Rescue Crew to perform a Rescue Attempt of the Wet Phone (whichever occurs first), to the extent the law permits, I release DryBox Rescue Crew from any and all responsibility and I personally assume all responsibility for each of the following risks that may be associated with the Rescue Attempt:

**Risk of Further and/or Irretrievable Damage.** While cellphone components can be irreparably damaged when immersed, and while a Rescue Attempt may cause further damage, there is a real risk that the Wet Phone will never work again, and that any and all data stored in the Wet Phone may be irretrievably lost despite the Rescue Attempt and, conceivably, due to the Rescue Attempt. A Rescue Attempt may make matters worse for other reasons also, potentially damaging or permanently disabling the Wet Phone or the data stored thereon. There is also the risk that the Wet Phone may only appear to function properly after a Rescue Attempt and that, instead, the Wet Phone still has hidden damage that may not cause further malfunction until later, at which point the Wet Phone and data stored thereon may be rendered permanently irretrievable.

**Risk of Voiding Manufacturer's Warranties or Breaching Obligations.** A Rescue Attempt may void warranties that apply to the Wet Phone or data thereon, or may violate agreements with third parties, especially if there are any provisions or agreements that forbid Customer from repairing or servicing the Wet Phone or that restrict the types of repair or service that can be performed on the Wet Phone, or who can perform as much.

**Unknown Risks.** Due to the experimental nature of the Trial and the related technology, there may be serious risks that are as yet unknown or that have not been adequately recognized or addressed.

**Customer Indemnity of DryBox Rescue Crew.** I hereby release and waive all claims against DryBox Rescue Crew, and I warrant and agree that DryBox Rescue Crew shall have no liability to me or any third parties that may now or in the future have rights related to the Wet Phone or data therein, for any defect or malfunction of the Wet Phone, or any failure of the Wet Phone to work properly, or any resulting damage or injury, as a result of Rescue Attempts authorized by me. **I FURTHER AGREE THAT IN ALL CIRCUMSTANCES, DRYBOX RESCUE CREW WILL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, BY ATTEMPTING RESCUE, INCLUDING, BUT NOT LIMITED TO, DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGE, AND DRYBOX RESCUE CREW COLLECTIVE LIABILITY, IF ANY, WILL AT NO TIME EXCEED THAT OF REFUNDING TO ME UP ANY RESCUE FEE I PAID TO DRYBOX RESCUE CREW FOR THEIR HELP.** I also represent and warrant that my entry into this Agreement will not, to my best knowledge after due inquiry, violate the terms of any agreement with any other entity, including without limitation, any wireless carrier, third party, or manufacturer. **I AGREE TO INDEMNIFY AND HOLD HARMLESS DRYBOX RESCUE CREW AGAINST ANY CLAIM, LOSS, LIABILITY, DAMAGE, COST OR EXPENSE, INCLUDING ATTORNEYS' FEES, RESULTING FROM MY BREACH OF THIS REPRESENTATION AND WARRANTY, INCLUDING WITHOUT LIMITATION ANY CLAIM THAT DRYBOX RESCUE CREW' HELP CONSTITUTES TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS, BREACH OF CONTRACT, UNJUST ENRICHMENT, OR UNFAIR COMPETITION.**

**READ THIS AGREEMENT CAREFULLY.**

**IF YOU DO NOT UNDERSTAND ITS TERMS AND CONDITIONS, DO NOT CLICK AGREE.**

By clicking agree or allowing DryBox Rescue Crew to perform a Rescue Attempt of the Wet Phone, I, the Customer, acknowledge that I have read and understood all the above, and I acknowledge that I agree to all the above terms despite the risks.