

iPhone Loan Agreement

[Canadian Computer Outlet Inc.], ("Service Provider") is pleased to extend the offer of a loaner iPhone to you while service is performed on your current iPhone ("Customer Phone"). By taking possession of the equipment identified in section 1 ("Loaner Phone") and signing this agreement, you agree to all the terms and conditions listed below:

1. **Loaner Phone.** You acknowledge receipt of the Loaner Phone listed below which at Service Provider's discretion may be new or refurbished, and agree to return it to Service Provider (i) no more than fourteen (14) days from the date Service Provider notifies you that your repaired Customer Phone is ready for pickup or (ii) upon Service Provider's written request to do so (each, a "Return Date"):

| Description & Configuration (Model) Text | Serial Number Text |
|---|-----------------------|
|---|-----------------------|

From the date on which you receive the Loaner Phone through the Return Date, title to the Loaner Phone shall at all times remain vested in Service Provider.

2. Failure to Return Loaner Phone. In the event that you fail to return the Loaner Phone to Service Provider by the Return Date (i) Service Provider will obtain full ownership rights in the Customer Phone, and may use or dispose of the Customer Phone as Service Provider sees fit; and (ii) you will obtain full ownership rights in the Loaner Phone and accept the Loaner Phone provided to you as a full replacement of the Customer Phone. All original terms of sale, including the remainder of any warranty terms still in effect, that applied to the Customer Phone shall continue in force and shall apply to the Loaner Phone.

3. **Extended Return Date.** If you have a circumstance that prevents you from picking up your repaired Customer Phone on or before the Return Date, you may submit a request to Service Provider for an extension of five (5) days beyond the standard fourteen (14) day return period. You may submit a request for the extension by contacting Service Provider at the location where the Loaner Phone was provided. Upon approval of the five (5) day extension, the extended date will become your Return Date for purposes of these terms, and you will be required to return the Loaner Phone by that extended Return Date. All of the terms set forth in this agreement will apply to that extended Return Date.

4. **Replacement.** In certain cases Service Provider may, at its own discretion, decide that replacement of the Customer Phone is required (e.g., where repair is not possible). Upon its decision to replace the Customer Phone: (i) you will return the Loaner Phone to Service Provider and collect the Replacement Phone, for which all original terms of sale that applied to the Customer iPhone, including the remainder of any warranty terms still in effect will apply; (ii) you will obtain full rights of ownership in the Replacement Phone, and (iii) Service Provider will obtain full rights of ownership in the Customer Phone and may use or dispose of the Customer Phone as Service Provider sees fit.

5. **Safeguarding.** You must take reasonable and prudent precautions to protect the Loaner Phone against damage, loss, or abuse while in your care, custody, and control. If the Loaner Phone is lost, stolen or damaged, you must notify Service Provider immediately. Only Service Provider may service the Loaner Phone. You may be held responsible for repair or replacement costs if the Loaner Phone is lost, damaged, or stolen while on loan.

6. **Permitted Use.** The Loaner Phone is to be used solely by you while your iPhone is being serviced by Service Provider ("Service Period"). You must not use the Loaner Phone for any unlawful purpose. Only software with valid licenses should be loaded on the Loaner Phone.

7. Delete Your Files Upon Return of Loaner Phone. You acknowledge that before returning the Loaner Phone, you are responsible for erasing all files, including personal and/or confidential files and data, created by you. Therefore, should you wish to retain any files you created, you should backup your files using iTunes so that the files can later be transferred to your repaired Customer Phone. You are responsible for removing and storing any such files prior to returning the Loaner iPhone. Service Provider is not responsible nor liable for any files or data remaining on, or erased from the Loaner Phone, following its return.

8. **Installed Software.** You acknowledge that all software provided with the Loaner Phone is licensed specifically to this Loaner Phone and you will not remove it. You also agree not to copy or otherwise reproduce, reverse engineer, disassemble or decompile any software, the equipment, or components provided with the Loaner Phone.

9. **Service Provider Liability.** To the fullest extent permitted by law, Service Provider will not be liable for any consequential, incidental, indirect or direct damages arising out of these terms or the use of the Loaner Phone, including without limitation any losses of or affecting your personal property, software or data.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of state of California USA.

The undersigned has read and understands this Agreement and hereby acknowledges receipt of a copy.

Customer Signature: _____ Date: _____