

Customer Phone Flashing Checklist

Dealer/Company Store Name: _____

Address: _____ City: _____ ST: _____

Authorized Representative: _____

By signing below, I, _____, acknowledge that I understand and agree to each item. If I do not agree to these items, I understand that I will not have my handset flashed by Flashtotalk and/or its affiliates ("Flashtotalk").

- * I understand that flashing/rooting my phone may void the manufacturer's warranty.
- * I understand that the provider I'm flashing to utilizes a different network than my previous provider, and therefore I may experience different coverage with my new mobile service.
- * I understand that after my handset has been flashed, it may not be able to be returned to its previous programming and Flashtotalk, the Dealer, and/or the Service Provider are not responsible for returning the handset to its previous programming.
- * I understand that a flashed phone will only support voice service and text messaging service, and, on select handsets, may also support web access and picture messaging.
- * I release Flashtotalk/the Dealer/the Service Provider from any liability for all of the above items.

Customer Initials: _____

CUSTOMER FLASHING AGREEMENT

READ CAREFULLY. THIS PROCESS MAY DAMAGE YOUR PHONE AND WE ARE NOT RESPONSIBLE.

Altering Serial Number

I, _____ have not altered the Serial Number of any Device submitted by me for the purpose of obtaining unauthorized use of telecommunications services.

Flashing/Programming/Rooting

In the event that, _____, the wireless service provider, dealer for a wireless service provider or related third party ("Service Provider"), including its agents, affiliates, and related entities performs a workaround for the subsidy lock in a Device and downloads new configuration settings ("Flashing") on the Device for use on the network of Service Provider, I agree to waive any claims against Service Provider, and Service Provider shall have no liability to me, for any defect, malfunction, or failure of the Device to work properly on Service Provider's network. I also understand that my Device may be damaged or rendered inoperable as a result of Flashing by Service Provider, that no warranty has been provided to me as to the successful outcome of Flashing services, that the Flashing services may void any manufacturer's warranty on the Device, and I will not hold Service Provider liable for any damage to the Device that may result from Flashing services performed by Service Provider. I FURTHER AGREE THAT IN ALL CIRCUMSTANCES, SERVICE PROVIDER'S LIABILITY, IF ANY, WILL AT NO TIME EXCEED THAT OF REFUNDING ANY FEE I PAID TO SERVICE PROVIDER FOR SUCH FLASHING SERVICES. I hereby authorize Service Provider to act on my behalf to Flash the Device I have submitted with Serial Number(s) as listed at the bottom of this Agreement.

I hereby acknowledge that Service Provider is acting solely on my behalf and at my direction in performing services under this Agreement.

Customer Initials: _____

Possible Breach of Contract with Prior Wireless Service Provider, Retailer or Manufacturers

I warrant that I have submitted the following list of Device with Serial Numbers as listed below and: **I am the owner of the Device** and have no service contract with another wireless carrier, but understand that if I have a service contract with another wireless carrier or a third-party retailer that sold me the Device, Flashing the Device may be a breach of contract because the other wireless carrier or third-party retailer may consider the Device to be their property or may claim intellectual property rights in the software affected by Flashing services. Flashing the Device may also violate terms or conditions imposed by the manufacturer of the Device on the original packaging of the Device or otherwise. It is solely my responsibility to determine the terms and conditions of my service agreement before submitting the Device to Service Provider for Flashing and I understand and agree that Service Provider accepts no responsibility for any consequences relating to any contractual relationship I may have with another wireless carrier, retailer or manufacturer. I AGREE TO INDEMNIFY AND HOLD HARMLESS SERVICE PROVIDER AGAINST ANY CLAIM, LOSS, LIABILITY, DAMAGE, COST OR EXPENSE, INCLUDING ATTORNEYS' FEES, RESULTING FROM MY BREACH OF THIS REPRESENTATION AND WARRANTY, INCLUDING WITHOUT LIMITATION THE CLAIM THAT SUCH SERVICES VIOLATE ANY INTELLECTUAL PROPERTY RIGHT, OR CONSTITUTE TRADEMARK INFRINGEMENT,

TRADEMARK DILUTION, TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS, TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS, BREACH OF CONTRACT, UNJUST ENRICHMENT, OR UNFAIR COMPETITION.

No Schemes

I am not participating in any scheme to acquire bulk quantities of subsidized handsets from any wireless provider with the intent to resell those handsets at a price higher than the subsidized price.

Trademark Identifiers

I agree to not use the trademark identifiers of any original wireless provider on any Flashed Device in connection with the sale, offer for sale, distribution, or advertising of such Flashed Device.

Different Provider than Trademark Identifiers

I recognize that in the event that Service Provider Flashes the Device for use on the network of Service Provider, the network on which the network calls or data are carried will be different than the original wireless provider whose trademark identifiers appear on the Device.

I hereby confirm that I am over the age of 18.

Customer Initials: _____

READ CAREFULLY BEFORE SIGNING.

IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS ABOVE, DO NOT SIGN.

Date: _____ Signature: _____

Customer Name: _____

MDN: _____ Serial # (Decimal ESN/MEID) of the handset to be flashed: _____