General Terms and Conditions

This web server base has the full break down of terms and conditions of this site. You need to read and agree to these before you can complete any order under **Blackwire Solutions Inc**.

1. ACCEPTANCE OF TERMS

- **1.1 Blackwire Solutions Inc** (which will be referred to as " **Blackwire Solutions Inc** ", "the Seller", "We", "Our" or "Us"), makes this website, (**Blackwire Solutions Inc** the "Site"), including all information, documents, communications, files, text, graphics, software, products and services available through the site ("Materials") and all services operated by Us and third parties through the site ("Services"), available for your use subject to the terms and conditions set forth in this document and any changes to this document that We may publish from time to time ("Terms of Use").
- **1.2** By accessing or using this Site in any way you agree to and are bound by the Terms of Use. Likewise, when you place an order with **Blackwire Solution Inc**, you, (or the "Buyer") are entering into a contract with **Blackwire Solutions Inc** (the Seller). Entering into this contract indicates your full acceptance of these terms and conditions.
- **1.3** We reserve the right to change the Terms of Use and other guidelines or rules posted on the Site from time to time at Our sole discretion. Your continued use of the Site, or any Materials or Services accessible through it, after such notice has been posted constitutes your acceptance of the changes. Your use of the Site will be subject to the most current version of the Terms of Use, rules and guidelines posted on the Site at the time of such use. You should periodically check these Terms of Use to view the then current terms. If you breach any of the Terms of Use, your authorization to use this Site automatically terminates.

2. DEFINED TERMS

All user-supplied information, materials, files, communications, documents, including those provided by you on any blog or message board, are referred to collectively as "User Content." "Our Content" means all Materials provided by **Blackwire Solution Inc**. User Content and Our Content may have different restrictions and conditions associated with them. The terms and conditions expressed in this agreement apply to all users and visitors of this Site, whether or not the user purchases a good or service.

3. SERVICES

Each product and price on this website is considered an offer to purchase a service. The service offered by **Blackwire Solution Inc** includes sourcing and supplying a code through a third party vendor and detailed instructions to unlock a cellular device. This service begins after payment is received from you.

4.BUYER RESPONSIBILITIES

While unlocking cellular phones is legal some countries, it is your responsibility to verify the laws of your country before placing an order with Us. All cellular devices do not work on all networks. Therefore, you are responsible for checking the compatibility of the cellular device with the network that they intend to use. Alterations to a cellular device may cause damage or invalidate a manufacturer's warranty. You are responsible for checking the device's warranty. Blackwire Solutions Inc is not liable for damage caused to your cellular device or for denial of warranty caused by using our Services. The Services offered on this website are intended for use by the owner of the cellular device that is indicated by the IMEI (International Mobile Equipment Identity) number at the time the order is placed. Cellular devices that have been reported lost or stolen are considered "Barred" or "Blacklisted" and are not usable even after unlocking it. It is the Buyer's responsibility to ensure that they are the legal owner of the device. We are not liable for service that does not work properly on cellular devices that are reported lost or stolen and we reserve the right to refuse service to any Buyer if suspicious activity is suspected.

5.GUARANTEES

- **5.1 Blackwire Solutions Inc**, guarantees that the service provided will unlock your cellular device. Should our service not work with your cellular device, we will issue a full refund provided the following conditions are met: All information provided by the Buyer at the time of ordering is 100% accurate. The Buyer has followed the unlocking instructions exactly as stated
 - The target cellular device is not stolen or blacklisted.
 - The target cellular device has not been unlocked previously.
 - The target cellular device has not been altered, changed or tampered with in any way.
 - The IMEI number of the target cellular device has never been altered, changed or tampered with in any way.
 - An unlocking procedure using a code has never been attempted on the target cellular device.
- **5.2 Blackwire Solutions Inc**. guarantees that your cellular device will not be damaged during the unlocking process providing the instructions are followed exactly. Due to the variety of cellular devices and GSM frequencies, **Blackwire Solutions Inc** cannot guarantee that our service will allow your cellular device to work on a specific network. **Blackwire Solutions Inc** guarantees that we will work diligently to solve any problems that arise during the processing of your order and when using our unlock services. **Blackwire Solutions Inc** guarantees that the service provided will unlock your cellular device. Should our service not work with your cellular device, we will issue a full refund provided the following conditions are met:

6. CONDITIONS OF CANCELLATION, REFUNDS AND CREDITS

- **6.1 Blackwire Solutions Inc** allows you to request the cancellation of an unlock code by email with the subject header "Cancellation". If the request cannot be instantly approved, it will be seen as "Pending for approval" until **Blackwire Solutions Inc** 's supplier accepts the cancellation request, or refuses it and delivers the unlock code. It is **Blackwire Solutions Inc** 's supplier's sole discretion to accept or deny a cancelation request.
- **6.2** If you think you received the wrong unlock code, you have 5 days following the delivery of your order to request, free of charge, the supplier to verify the code. You can launch this procedure by Email with the subject header "Verify". You also accept that for some unlock tools this procedure may not be available.
- **6.3** If, after the verification procedure has been launched, the code is the same as the first one, **Blackwire Solutions Inc** will issue a refund of your order if you provide a video proof; this video proof must be compliant with these rules:
 - First type *#06# (or any other way of displaying the IMEI on the phone's LCD) on the phone then wait 5-10 seconds until we can clearly see and read the IMEI of the phone displayed. If present, the operator (on which the phone is currently locked) logo should be clearly visible.
 - Insert, in the same phone, a SIM card which is not currently accepted by the phone.
 - Wait 5 seconds until we can clearly see and read the message displayed by the phone
 - Enter the code received by the server, VERY SLOWLY, and the keys being pressed (or touched) must be clearly seen in the video as the code is entered into the phone.
 - If you get an error message, wait 5 seconds so we can clearly see this message
 - By the way, make sure the video is correctly focused and the codes, messages, IMEI are all visible on the phone's display.

Once you have the video proof, Please upload to <u>youtube</u> or and email us the link to the video together with the IMEI of the device. Once it has been reviewed you will receive an email confirmation with the conclusion of the processes.

IMPORTANT NOTE: In many cases when the video is received and reviewed the supplier may be able to fix the issue and send back response as Fixed or Complete. Which means NO Refund will be issued as the processes has been corrected. If you are till having a problem, than you must notify us by email and we will provide you a Unique Reference Number (URN).

• You will need to send us another video where it shows the Unique Reference Number (URN), we provided you!

- This will confirm to the supplier that all steps have been done correctly and that a refund is justifiable. Be advised that there are no exceptions to the refund verification policy!
- **6.4** If your complaint is about an iPhone Unlock Service, first please do not waste your time to provide a video proof. We will only accept a complete Apple GSX Check report performed on our Third party Server (we do not accept GSX Check report performed on any other website except our suplier). If the result shows that phone is still locked, and from the exact same original network you place the order for we will then refund the check and forward the complaint to our supplier to investigate about the issue. If the GSX Check show the phone is not from the correct Network, or the phone is Unlocked then no refund claim or complaint will be accepted.
- **6.5 When you select a service**, An information note may be presented to you, giving you special instructions for this particular tool, including but not limited to, phone models or operators not to try to order. It is your responsibility to follow these particular rules. **Blackwire Solutions Inc** will refuse any refund request if these rules have not been followed and you receive a wrong unlock code.
- **6.6** It is your responsibility to check if you are able to enter the code in the phone before ordering an unlock code for this model. By ordering an unlock code, you guarantee **Blackwire Solutions Inc** that you know the correct procedure to enter this code; if you have any doubt, please ask first via email before requesting a code as we can't guarantee to always be able to get the code entry instructions.
- **6.7 Any refund claim,** whether or not Video Proof is provided, must be made within 7 days of the delivery date of the order. We will not investigate or refund any claims made after this period.
- **6.8 If you have a Samsung phone which shows** "Phone Freeze" due to too many wrong codes entered, you must email us and we will contact the supplier. Understand it is not possible to get the Unfreeze code by another way.
- **6.9 When requesting a code for a Nokia phone**, it is your responsibility to check before ordering if any previous owner of the phone has already entered too many wrong codes, resulting in the unavailability to enter any code in the phone because of a "Not allowed" or "Cannot undo restriction" error. **Blackwire Solutions Inc** will not refund an order if the code cannot be entered because of this error.
- **6.10** When requesting verification for a Nokia phone, Our suplier will always request a screenshot of the phone's reading using the Nemesis software showing the IMEI, MCC/MNC and the FBUS Lock Counter prior to accepting a refund. The screenshot must be sent by email.
- **6.11 You agree that all prices can change at any time without prior notice. Blackwire Solutions Inc** 's liability won't be engaged as a price changes and you commit yourself not to ask a refund for this reason.
- **6.12** You agree that any unlock service / tool offered on our website can be removed at any time without prior notice. Blackwire Solutions Inc 's liability won't be engaged when a tool gets removed from our website and you commit yourself not to ask a refund for this reason.

7. MAKING PAYMENT TO Blackwire Solutions Inc

There will be no contract between you and **Blackwire Solutions Inc** for the sale of any product unless and until **Blackwire Solutions Inc** accepts your order by e-mail confirming that is has been dispatched. The acceptance will be deemed and complete. Price information is subject to change without notice. If a service is not available at any moment, user will get informed as soon as we get information from supplier and as result of it a complete refund will be made.

8. CREDIT CARD VERIFICATION

Blackwire Solutions Inc takes credit card fraud seriously and reserves the right to take the necessary precautions to prevent fraud. This means we may refuse any order which is suspicious or fraudulent. Additionally, we may ask you to submit supporting information that may be required to <u>verify</u> the use of a PayPal Account. In certain cases, **Blackwire Solutions Inc** may ask the customer to submit a scanned copy of the credit card and Photo Identification in order to completely verify the integrity of the order and to avoid credit card fraud. We reserve the right to refuse an order which looks suspicious or turns out to be fraudulent. Orders that are found to be fraudulent may be reported to the proper authorities.

9. PAYPAL FRAUD

If you dispute a valid Paypal charge, it is considered fraudulent and illegal unless there is a legitimate dispute with the service or goods received. Prior to disputing a charge with Paypal contact **Blackwire Solutions Inc** to resolve the problem. If we receive notification of a chargeback and/or dispute and it is not a valid dispute, we will proceed with the following steps:

- Since the majority of disputed charges occur as a result of the customer not recognizing the charge on their statement, **Blackwire Solutions Inc** will first contact the Buyer and request that they reverse the dispute
- If the dispute is not reversed and the Buyer makes no alternate attempt to resolve the situation, **Blackwire Solutions Inc** may seek criminal charges against the Buyer
- The account with **Blackwire Solutions Inc** may then be submitted to a collection agency and reported as delinquent to all major credit bureaus
- If the account remains unresolved, **Blackwire Solutions Inc** reserves the right to file civil action for the amount disputed, as well as all associated fees and possible damages

10.INTELLECTUAL PROPERTY; LIMITED LICENSE TO USERS; THIRD PARTY SERVICES AND PRODUCTS

- **10.1** The Materials and Services on this Site, as well as their icon, logos, names and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Materials or Services at this Site may violate such laws and these Terms of Use. Except as expressly provided herein, we do not grant any express or implied rights to use the Materials and Services. You agree not to copy, republish, frame, download, transmit, modify, sell, assign, distribute, license, reverse engineer, or create derivative works based on this Site, its Materials, or its Services or their ion and arrangement, except as expressly authorized herein. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site.
- **10.2** In addition to the Materials and Services offered by us, this Site may also make available through products, services, materials, and information provided by third parties ("Third Party Services"). The Third Party Services may be governed by separate agreements that accompany such services or products. We offer no guarantees and assume no responsibility or liability of any type with respect to the Third Party Services or the products offered in connection with such services. We do not guarantee the quality or reliability of any third party service or product. You agree that you will not hold us responsible or liable with respect to the Third Party Services or seek to do so.
- 10.3 We reserve the right to revoke the authorization to use, view, and download from the Site at any time, and any such use shall be discontinued immediately upon notice from Blackwire Solutions Inc

11. TRADEMARK INFORMATION

The trademarks, logos, and service marks, including the **Blackwire Solutions Inc** logo trademark ("Marks") displayed on this Site are the property of **Blackwire Solutions Inc** or other third parties. You are not permitted to use the Marks without the prior written consent of **Blackwire Solutions Inc** or such third party that may own the Marks.

12. DIGITAL MILLENNIUM COPYRIGHT ACT

If you are a copyright owner or an agent thereof and believe that any User Content or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail; A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

and A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. You may send the notification to us by email or contact us for further information.

13 WARANTIES AND DISCLAIMERS

- **13.1** Except as expressly provided otherwise in this agreement, this Site, and all Materials and Services accessible through this Site are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, we make no warranty that (i) the Services and Materials, including any coupons available through the Site, will meet your requirements; (ii) the Services and Materials will be uninterrupted, timely, secure, or error-free; (iii) the quality of any Services or Materials obtained or accessible by you through the Site will meet your expectations; and (iv) any errors in the Services or Materials obtained through the Site, or any defects in the Site, its Services or Materials, will be corrected.
- **13.2** You understand and acknowledge that (i) we do not control, endorse, or accept responsibility for any content, products, or services offered by third parties accessible through the Site; (ii) we make no representation or warranties whatsoever about any such third parties, their content, products, or services; (iii) any dealings you may have with such third parties are at your own risk; and (iv) we shall not be liable or responsible for any content, products, or services offered by third parties.
- **13.3** The use of the Services or the downloading or other use of any Materials through the Site is done at your own discretion and risk and with your agreement that, other than the express guarantees made in this agreement, you will be solely responsible for any damage to your computer system, cell phone system, loss of data, or other harm that results from such Services.

14. PERSONAL INFORMATION AND PRIVACY

You understand and agree that we may disclose information about you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property, or safety of **Blackwire Solutions Inc** or others.

15. LIMITATION OF LIABILITY

In no event, including, without limitation, negligence, shall **Blackwire Solutions Inc**, its subsidiaries, affiliates, agents, officers, directors, employees, or partners be liable to you or any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data, or profits, whether or not **Blackwire Solutions Inc** has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of or the inability to use this Site, its Services, or

Materials, the statements or actions of any third party on or through the Site, any dealings with vendors or other third parties, any unauthorized access to or alteration of your transmissions or data, any information that is sent or received or not sent or received, any failure to store or loss of data, files, or other content, any Services available through the Site that are delayed or interrupted, or any website referenced or linked to or from this Site.

15. INDEMNITY AND LIABILITY

You agree to indemnify and hold **Blackwire Solutions Inc**, and its subsidiaries, resellers, affiliates, officers, directors, agents, partners and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to, or transmit through the Site, your use of the Site, your connection to the Site, your violation of these Terms of Use or your violation of any rights of another person or entity.

16. GOVERNING LAW AND JURISDICTION

By accessing this Site, you and **Blackwire Solutions Inc**, agree that all matters relating to your access to, or use of, this Site shall be governed by the respective laws, without regard to the conflicts of laws principles thereof.

17. GENERAL

The Terms of Use and the other rules, guidelines, licenses and disclaimers posted on the Site constitute the entire agreement between **Blackwire Solutions Inc** and you with respect to your use of the Site. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by **Blackwire Solutions Inc** to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.