

MOTOROLA MOBILITY LLC GLOBAL LIMITED WARRANTY

What does this Limited Warranty cover?

Motorola Mobility LLC ("**Motorola**") promises to the original purchaser ("**you**") that this Mobile Phone, and any in-box accessories which accompany it (the "**Products**"), will be free of defects for a period of 12 months from the date of original purchase ("**Warranty Period**") provided that the Products are used for normal [consumer/end user] purposes (the "**Limited Warranty**"). This Limited Warranty covers only a purchase of new Products from Motorola or an authorized reseller or distributor of Motorola Products and accompanied in-box by this written Limited Warranty. This Limited Warranty is personal to you and not transferable. Claims under this Limited Warranty may only be made in the country of purchase. If, following a repair, there are fewer than 90 days remaining in the Warranty Period, the Warranty Period will be extended to end 90 days from the date of repair.

THE PROMISES MADE TO YOU IN THIS LIMITED WARRANTY ARE IN ADDITION TO, AND DO NOT REDUCE OR OTHERWISE AFFECT, YOUR STATUTORY RIGHTS.

What will we do if you make a claim under this Limited Warranty?

If you make a valid claim under this Limited Warranty, Motorola will (at its discretion) either (1) repair the Product using new, used or reconditioned replacement parts; or (2) replace the Product with a new or 'as new' reconditioned Product; or (3) refund the purchase price. Any refunded or replaced Product shall become the property of Motorola.

What is not covered?

This Limited Warranty does not cover the following unless they occurred because of a defect in materials or workmanship:

- (a) Batteries or any protective coatings the performance of which naturally deteriorates over time.
- (b) Cosmetic damage, including scratches, dents, cracks or other cosmetic damage from normal wear and tear.
- (c) Damage caused by use with non-Motorola products. Defects or damage that result from the use of non-Motorola branded or certified compatible products, accessories or other peripheral equipment and/or software.
- (d) Damage caused beyond the reasonable control of Motorola, including damage caused by (i) accident, abuse, misuse; (ii) operating a Product outside its permitted or intended uses as defined in the Products' User Manual, Quick Start Guide, Online Tutorials, and other documentation provided to you[, including use of the Products for [commercial rental] purposes]; (iii) improper storage (e.g. subjecting the Product to extreme temperatures), abuse or neglect (e.g. broken/bent/missing clips/fasteners/connectors); impact damage (e.g. dropping the Product) (iv) contact with liquids, water, rain, extreme humidity, unusually heavy perspiration or other moisture; sand, food, dirt or similar substances (except for Products sold as resistant to such substances, but then only to the extent the damage was not caused by incorrectly securing the phone's protective elements or

subjecting a Product to conditions beyond its stated specifications or limits); or (v) flood, fire, earthquake, tornado or other acts of God not within Motorola's reasonable control.

(e) Unauthorized service. Defects or damage resulting from someone other than Motorola or a Motorola authorized service center servicing, testing, adjusting, installing, maintaining, altering, or tampering with the Products.

(f) Products that have been modified in any manner without the written permission of Motorola. including (i) serial numbers, date tags or other manufacturer coding that has been removed, altered or obliterated; (ii) mismatched or duplicated serial numbers; (iii) broken seals or other evidence of tampering; or (iv) which have been modified or show evidence of attempts to modify them.

IMPORTANT: IT IS ILLEGAL TO USE THIS PRODUCT IF IT CEASES TO COMPLY WITH THE GOVERNMENT AUTHORIZATIONS THAT APPROVED ITS RELEASE. THEREFORE, YOU MUST NOT MAKE CHANGES TO THE PRODUCT AFFECTING ITS EMISSION, MODULATION, TRANSMISSION CHARACTERISTICS, INCLUDING POWER LEVELS, OPERATING FREQUENCIES AND BANDWIDTHS, SAR LEVELS, DUTY-CYCLE, TRANSMISSION MODES AND THE INTENDED METHOD OF THE PRODUCT.

(g) Normal wear and tear or otherwise due to the normal aging of the Product.

(h) Defects, damages, or the failure of the Product due to any third party communication service or network you subscribe to or use with the Product.

(i) Software

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MOTOROLA DOES NOT GIVE ANY WARRANTIES OR MAKE ANY REPRESENTATIONS, EXPRESS OR IMPLIED, IN RELATION TO THE PRODUCTS. IN PARTICULAR, MOTOROLA DOES NOT WARRANT OR REPRESENT THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS, WORK IN COMBINATION WITH ANY THIRD PARTY HARDWARE OR SOFTWARE OR SERVICES, PROVIDE UNINTERRUPTED OR ERROR-FREE SERVICE, OR OPERATE WITHOUT RISK OF DATA LOSS.

YOU SHOULD BE AWARE THAT NO RETAILER OR OTHER THIRD PARTY IS AUTHORIZED TO MAKE ANY REPRESENTATIONS ON BEHALF OF MOTOROLA OR TO MODIFY THIS LIMITED WARRANTY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MOTOROLA SPECIFICALLY DISCLAIMS ANY STATUTORY WARRANTIES WHICH MIGHT OTHERWISE APPLY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MOTOROLA SPECIFICALLY DISCLAIMS LIABILITY, WHETHER IN CONTRACT, TORT OR UNDER OTHER LEGAL THEORY (INCLUDING NEGLIGENCE), FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS; LOSS OF BUSINESS; BUSINESS INTERRUPTION; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR

CORRUPTION OF INFORMATION, DATA, SOFTWARE OR APPLICATIONS (INCLUDING ANY COSTS ASSOCIATED WITH RECOVERING, PROGRAMMING, OR REPRODUCING ANY INFORMATION, DATA, SOFTWARE OR APPLICATIONS STORED ON OR USED WITH MOTOROLA PRODUCTS); OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS OR SERVICES PROVIDED UNDER THIS LIMITED WARRANTY. BY MAKING A CLAIM UNDER THIS LIMITED WARRANTY YOU ACKNOWLEDGE THAT YOU UNDERSTAND THAT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN DAMAGES SO THE DISCLAIMERS MAY NOT LIMIT YOUR LEGAL RIGHTS AGAINST MOTOROLA. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THIS LIMITED WARRANTY DOES NOT SEEK TO TAKE THOSE RIGHTS AWAY UNLESS THE APPLICABLE LAW ALLOWS YOU TO CONTRACT OUT OF THOSE RIGHTS.

My Product is defective, what should I do?

1. Review the online Motorola customer support website at www.motorola.com for troubleshooting information.
2. If the Product is still not functioning properly after you have followed troubleshooting instructions suggested on this website, please contact Motorola using the contact details provided on the customer support website at [insert url].
3. If your Product is covered by this Limited Warranty, you may be required to download, or otherwise obtain and accept software updates. You are responsible for any third party data costs incurred when obtaining the downloads.

Before we can provide any further support under this Limited Warranty you must first comply with the warranty processes (1), (2) and (3), repair instructions and accept any necessary software updates.

4. If the software update does not fix the problem, you will receive instructions on how and where to ship the Product for assessment. We will generally need: (i) proof of purchase; (ii) a written description of the problem; (iii) the name of your mobile network service provider, if applicable; (iv) your address and telephone number. We will only use this information for the purposes of processing your claim under this Limited Warranty.
5. If the Product is not covered by this Limited Warranty (and you do not have any other statutory rights in your place of usual residence), Motorola will inform you of the availability, price and other conditions applicable to the repair, replacement or refund of the Product.