Motorola Mobility LLC Limited Warranty

What does this Limited Warranty cover?

Motorola Mobility LLC, or its subsidiaries, ("Motorola") warrants to the original consumer purchaser ("you") that the Mobile Phone or Moto ModsTM accessory accompanying this warranty, and any in-box accessories that accompany it (the "Products"), will be free of substantial defects in material and workmanship for a period noted in the Addendum beginning from the date of original consumer purchase ("Warranty Period") provided that the Products are used for normal consumer purposes.

This warranty only applies to the first purchaser, and begins on the original date of purchase by such first purchaser. In Latin America, any remaining warranty applies to resold products, except resold products that were refurbished, or repaired by an unauthorized service center.

Repairs made by Motorola or its authorized Service Provider under this Limited Warranty ("Warranty Service") are covered for the balance of the original Warranty Period, or for the period noted in the Addendum, whichever is longer. This Limited Warranty covers only a purchase of new Products from Motorola or an authorized reseller or authorized distributor of Motorola Products which are accompanied in-box by this written Limited Warranty. This Limited Warranty is personal to you and not transferable. No retailer or other third party is authorized to make any representations on behalf of Motorola or to modify this Limited Warranty.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY BY STATE, PROVINCE OR COUNTRY (SUCH AS THE LEGAL WARRANTY IN BRAZIL). FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS LIMITED WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

Note for Moto ModsTM owners: This warranty covers only the following Moto ModsTM: Moto Insta-Share Projector, Hasselblad True Zoom, Moto Power Pack, Moto Style Shell Wireless Charging, Moto TurboPower Pack, Moto 360 Camera, Moto Smart Speaker with Amazon Alexa, Polaroid Insta-Share Printer, Moto Gamepad, Moto Stereo Speaker, Moto Power Pack & Digital TV, Moto Style Shell, Moto 5G. Third-party Moto ModsTM are not covered by this warranty, but may be covered by a separate warranty that accompanies them.

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

If you make a valid claim under this Limited Warranty, Motorola or its Authorized Service Provider will, at their discretion, either (1) repair the Product using new, used, or reconditioned replacement parts; or (2) replace the Product with a new or "like new" reconditioned Product that is the same or similar to the warranted Product; or (3) refund the purchase price. Repaired or replaced products will be returned to you in their original factory configuration, plus any applicable software updates, which may affect use and/or compatibility with third party applications (for which Motorola shall have no liability). Any refunded or replaced Product shall become the property of Motorola. To obtain service under this Limited Warranty, the claim should be made in the country where the Product was intended for sale; otherwise repair services are limited to the options available in the country where the service is requested.

What is not covered?

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

- (a) Normal wear and tear due to the normal aging of the Product, including parts that are expected to deteriorate over time, such as batteries, lens liners, or protective coatings.
- (b) Cosmetic damage, including scratches, dents, and cracks to the Products.
- (c) Damage caused by the use of non-Motorola branded or approved products, accessories 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 purposes; (iii) improper care and handling (e.g. subjecting the Product to extreme temperatures), abuse or neglect (e.g. broken or bent connectors, ports, or SIM/SD card slots); 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 Product's protective elements (e.g. failing to properly close a seal), or such protective elements are damaged or missing (e.g. a cracked cover), or subjecting a Product to conditions beyond its stated specifications or limits (e.g. IPx7, 30 minutes in 1 meter of fresh water); 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.

WARNING AGAINST UNLOCKING THE BOOTLOADER OR ALTERING A PRODUCT'S OPERATING SYSTEM SOFTWARE: ALTERING A PRODUCT'S OPERATING SYSTEM, WHICH INCLUDES UNLOCKING THE BOOTLOADER, ROOTING A DEVICE OR RUNNING ANY OPERATING SOFTWARE OTHER THAN THE APPROVED VERSIONS ISSUED BY MOTOROLA AND ITS PARTNERS FOR YOUR SPECIFIC DEVICE MAY PERMANENTLY DAMAGE YOUR PRODUCT, CAUSE IT TO BE UNSAFE AND/OR MALFUNCTION AND ANY DAMAGE THAT IS CAUSED THEREFROM WILL, UNLESS OTHERWISE STATED BY MOTOROLA, NOT BE COVERED BY THIS LIMITED WARRANTY.

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 USE OF THE PRODUCT.

- (f) Products that have been modified in any manner without the written permission of Motorola, including Products (i) with serial numbers or other manufacturer codes that have been removed, altered or obliterated; (ii) with mismatched or duplicated serial numbers; (iii) with broken seals or other evidence of tampering; or (iv) which have been modified to alter functionality or capability, or show evidence of attempts to modify them.
- (g) 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.
- (h) Software, either embedded in, downloaded to, or accompanied with the Products.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MOTOROLA SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ALL WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND MOTOROLA DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCTS OR SOFTWARE COVERED UNDER THIS LIMITED WARRANTY WILL MEET YOUR REQUIREMENTS, WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE APPLICATIONS OR THIRD PARTY SERVICES, BE UNINTERRUPTED, ERROR-FREE, OR WITHOUT RISK TO, OR LOSS OF, ANY INFORMATION, DATA, SOFTWARE OR APPLICATIONS CONTAINED THEREIN, OR THAT DEFECTS IN THE PRODUCTS OR SOFTWARE WILL BE CORRECTED. WHERE SUCH STATUTORY OR IMPLIED WARRANTIES CANNOT LAWFULLY BE DISCLAIMED, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY CONTAINED HEREIN AND THE REMEDIES OF REPAIR, REPLACEMENT, OR REFUND AS DETERMINED BY MOTOROLA IN ITS SOLE DISCRETION SHALL BE THE EXCLUSIVE REMEDY OF THE CONSUMER. NO

ORAL OR WRITTEN REPRESENTATIONS MADE BY MOTOROLA OR ANY SELLER, RESELLER OR DISTRIBUTOR OF THE PRODUCTS, INCLUDING EMPLOYEES AND AGENTS THEREOF, SHALL CREATE ANY ADDITIONAL WARRANTY OBLIGATIONS, INCREASE THE SCOPE, OR OTHERWISE MODIFY IN ANY MANNER THE TERMS OF THIS LIMITED WARRANTY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MOTOROLA SPECIFICALLY DISCLAIMS ANY AND ALL 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 ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF ANY INFORMATION OR DATA STORED ON THE 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 THE ABOVE DISCLAIMERS OF LIABILITY.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE EXCLUSION OR LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, OR THE LIMITATION OR EXCLUSION OF DAMAGES FOR PERSONAL INJURIES CAUSED BY NEGLIGENCE, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE OR JURISDICTION.

My Product needs service, what should I do?

- Before attempting to diagnose or repair any Product, if applicable, please back up all software, applications, and other data, including contacts, photos, music, games, which will be erased during the repair process and cannot be reinstalled by Motorola and Motorola shall have no liability therefore.
- Review the online Motorola customer support website at <u>www.motorola.com/support</u> for troubleshooting information.
- 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 page of www.motorola.com/support.
- If your Product is covered by this Limited Warranty, you may be required to download, or otherwise obtain and accept software updates (if applicable). 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 outlined above, and any repair instructions provided by Motorola.
- If the software update does not fix the problem, you will receive instructions on how to return the Product for service. You must supply: (i) proof of purchase; (ii) a written description of the problem; (iii) the name of your mobile network service provider, if applicable; and (iv) your home and email address and telephone number. To the extent allowable under applicable law, Motorola reserves the right to charge you for the cost of shipping the Product to and from the authorized service center.
- If the Product is not covered by this Limited Warranty (and you do not have any other statutory rights in your place of residence), Motorola will inform you of the availability, price, and other conditions applicable to such out-of-warranty repair of the Product.