

This Limited Warranty applies if You purchased Your Essential Products, Inc. (“EP”) device and/or accessories (collectively the “Product”) in the United States or Canada. “You” or “Your” means the original purchaser from EP or our authorized resellers or original end-user of the Product.

Before using Your Product, please read this Limited Warranty carefully to understand Your rights and obligations, including the mandatory arbitration provision and class action waiver in the Dispute Resolution and Arbitration section below, which requires you to resolve Disputes (as defined below) with us on an individual basis and through final binding arbitration.

If You do not accept this Limited Warranty, do not use Your Product. Return it unused for a refund. See www.essential.com/warranty for more information.

Essential | Limited Warranty

EP warrants that a new Product (including accessories packaged with it) will be free from defects in materials and workmanship under normal use in accordance with EP’s manual and user documentation for one (1) year from the date of purchase by You. If You purchased a refurbished Product, EP warrants that the refurbished Product (including accessories packaged with it) will be free from defects in materials and workmanship under normal use in accordance with EP’s manual and user documentation for ninety (90) days from the date of retail purchase by You. Collectively, the above warranties are EP’s “Limited Warranty.”

This Limited Warranty is available to You and is valid and enforceable only in the specified countries where the Product is sold and applies only if You purchased Your Product from EP or authorized resellers. This Limited Warranty applies only to hardware components and does not apply to software elements of the Product.

This Limited Warranty does not apply to the following:

(a) ordinary wear and tear; (b) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (c) scratches, dents and cosmetic damage; (d) defects or damage resulting from excessive force; (e) equipment that has the serial number removed, defaced, damaged, altered or made illegible; (f) defects or damage resulting from the use of the Product in conjunction or connection with accessories or equipment not approved by EP; (g) defects or damage resulting from testing, operation, installation, alteration, adjustment, or disassembly not approved by EP, including but not limited to installation of unauthorized software and unauthorized root access (including jailbreaking); (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to nature or weather conditions (including extreme thermal or environmental conditions), theft, blown fuse, or improper use of any electrical source; (i) defects or damage resulting from cellular signal reception or transmission,

or from viruses or other software problems introduced into the Product; or (j) any Product purchased outside of the United States or Canada.

Additionally, EP does not represent or warrant that (a) the functions contained in the Product will be accurate or meet Your requirements; (b) the operation of the Product will be secure, uninterrupted, error-free, or virus-free; or (c) any defects with the Product will be corrected other than as described in this Limited Warranty.

EXCLUSIVE REMEDY: If a defect arises and You return Your Product during the Limited Warranty period, EP will in its sole discretion (as permitted by law) either repair Your Product using new or refurbished parts, replace Your Product with a new or refurbished Product functionally at least equivalent to the Product, or accept the return of the Product in exchange for a refund of the price You paid for the Product. If EP repairs or replaces the Product, the repaired or replaced Product will continue to be warranted for the remaining time of the original warranty period.

Please backup and then remove all personal data from the Product before returning it to EP. All returned parts for which You have received a replacement will become the property of EP. Nothing in this Limited Warranty will reduce or otherwise affect Your statutory rights in relation to the Product.

To make a claim under this Limited Warranty, visit www.essential.com/warranty. You must provide Your name, Your contact information, and the IMEI number, which can be found on the packaging or in the SIM tray. You will need to provide a purchase receipt.

The Limited Warranty written above is the only express warranty EP provides for the Product, and the above remedy is Your sole remedy. No oral or written information, guidelines, or advice given by EP will create a warranty. The foregoing disclaimer of warranties will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions do not allow the disclaimer of implied warranties, so some or all of the disclaimers in this section may not apply to You. EP limits the duration and remedies of all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose, and warranties against hidden or latent defects to the duration of this Limited Warranty.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

LIMITATION OF LIABILITY: You expressly understand and agree that, to the maximum extent permitted by applicable law, EP and its subsidiaries and affiliates (collectively, “EP Parties”) will not be liable to You under any theory of liability (whether contract, tort (including negligence), breach or failure of any warranty or otherwise) for any indirect, incidental, consequential, economic, or special damages, (including, but not limited to, damages for expenses or business interruption, property damage, attorneys’ fees, or loss of use, data, revenue, income, profits, or value of assets or securities), even if an

EP Party has been advised of the possibility of such damages that may be incurred by You in connection with the Product or this Limited Warranty.

Some jurisdictions do not allow the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You. This Limited Warranty gives You specific legal rights, and You may also have other rights that vary from state to state or province to province.

MODIFICATION: No employee or representative of EP or its affiliates or any third party is authorized to make any modification, extension or addition to this Limited Warranty whether by course of conduct or otherwise.

SEVERABILITY: If any provision or part of a provision of this Limited Warranty is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from the warranty and does not affect the validity and enforceability of any remaining provisions.

CHOICE OF LAW AND JURISDICTION: The Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), applies to the agreement to arbitrate to the maximum extent allowable. Except as preempted by FAA, the laws of the State of California, without reference to its choice of law principles, will govern this Limited Warranty. With the exception of Disputes (as defined below) in small claims court or in arbitration, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in Santa Clara County, California, for any claims arising out of a Dispute relating to this Limited Warranty.

DISPUTE RESOLUTION AND ARBITRATION:

Please read this section carefully because it requires You to submit to binding arbitration (and jury trial waiver) of any and all Disputes (other than specified intellectual property claims and small claims) with EP and limits the manner in which You can seek relief from EP. No class or representative actions or arbitrations are allowed under this agreement.

Some jurisdictions may limit or prohibit arbitration agreements or class action waivers. If You are a resident of such a jurisdiction, the arbitration agreement and class action waivers below are not applicable to You. Instead, the provisions requiring that Disputes be heard in small claims court will apply to any claims that You may have against EP. If Your Dispute exceeds the monetary or other limits on jurisdiction of Your local small claims court, any Dispute will be heard in federal or state courts sitting in Santa Clara County, California.

Binding Arbitration; Disputes; Small Claims. You and EP agree to waive any right to a jury trial or the right to have any Dispute resolved in any court, and instead accept the use of binding arbitration, (which is either (a) the referral of a Dispute with an amount in controversy of less than \$10,000.00 to one impartial person for a final and binding arbitration, or (b) the referral of a Dispute with an amount in controversy of \$10,000.00 or more to three impartial persons for a final and binding determination); provided, however, that You have the right to litigate any Dispute in small claims court if all the requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the Dispute, are satisfied. You agree to bring a Dispute in small claims court only in Your county of residence or Santa Clara County,

California. “Dispute” as used in this Limited Warranty means any dispute, cause of action, claim, or controversy arising out of or in any way related to the sale, condition, use, or performance of the Product, this Limited Warranty, or the subject matter of this Limited Warranty, including but not limited to personal injury disputes and disputes that involve third parties (such as developers of content), except any dispute, cause of action, claim, or controversy relating to Your or EP’s intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and/or patents). This section does not prevent the parties from seeking public injunctive relief in a court of competent jurisdiction.

No Class Arbitrations, Class Actions, or Representative Actions. You and EP agree that any Dispute is personal to You and EP and that any Dispute will only be resolved by an individual arbitration and will not be brought, whether inside or outside of arbitration, as a class or representative action, or on behalf of any other person or persons.

Federal Arbitration Act. You and EP agree that this Limited Warranty affects interstate commerce and that the enforceability of this Dispute Resolution and Arbitration section will be governed by, construed, and enforced, both substantively and procedurally, by the FAA to the maximum extent permitted by applicable law, consistent with the Choice of Law and Jurisdiction provisions above.

Confidentiality. The arbitrators, EP, and You will maintain the confidentiality of any proceedings, including but not limited to any and all information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrators will have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

Process. Our goal is to resolve claims fairly and quickly. Accordingly, for any Dispute that You have against EP, You agree to first contact EP and attempt to resolve the claim informally by sending a written notice of Your claim (“Notice”) to EP by email at legal@essential.com or by certified mail addressed to: General Counsel, Essential Products, Inc., 380 Portage Ave., Palo Alto, CA 94306, United States. The Notice must (a) include Your name, residence address, email address, and mobile telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to You will be similar in form to that described above. If You and EP cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may, as appropriate in accordance with this Dispute Resolution and Arbitration section, submit the Dispute to binding arbitration administered by JAMS or, where applicable, in court. You will have the right to an in-person hearing in Your hometown area. In the case of a Dispute with an amount in controversy of less than \$10,000.00, the JAMS Streamlined Arbitration Rules & Procedures will apply. In the case of a Dispute with an amount in controversy of \$10,000.00 or more, the JAMS Comprehensive Arbitration Rules & Procedures will apply, and each party will pick one arbitrator, with those two arbitrators picking the third arbitrator, who will be the chief arbitrator. In the event that JAMS declines or is unable to administer the arbitration, You and EP agree to have the arbitration administered by the American Arbitration Association (“AAA”), or another mutually agreed-upon administrator, in accordance with the AAA Consumer Arbitration Rules. If, after making a reasonable effort, You and EP are not able to agree upon an arbitration forum, JAMS will appoint an arbitration forum

or arbitrators. The arbitration will be conducted in accordance with either the JAMS Streamlined Arbitration Rules & Procedures or the JAMS Comprehensive Arbitration Rules & Procedures, as indicated above (collectively, the “JAMS Rules”) then in effect, and You agree that such rules are subject to changes that JAMS may make from time to time. The JAMS Rules and other information about JAMS and arbitration are available at <https://www.jamsadr.com>, or by calling 1-800-352-5267. By agreeing to this Limited Warranty, You either (1) acknowledge that You have read and understand the JAMS Rules or (2) waive reading the JAMS Rules. You and EP agree that the terms set forth in this Limited Warranty govern the arbitration. You and EP agree that any Dispute must be commenced or filed within one year after such claim arises; otherwise, the Dispute is permanently barred.

As limited by the FAA, this Limited Warranty, and the applicable JAMS Rules, the arbitrators will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the Dispute including the power to determine the question of arbitrability; provided, however, that this power does not include the power to conduct a class arbitration or a representative action, which is prohibited by this Limited Warranty (as stated above). The arbitrators may only conduct an individual arbitration, may not consolidate more than one person’s claims, and may not preside over any form of representative or class proceeding, or any proceeding on behalf of or involving more than one person.

Fees and Award. If You initiate a Dispute, You will be required to pay a \$250 filing fee, which is approximately equivalent to current court filing fees. All costs associated with the arbitration will be paid by EP. The party that does not prevail in the Dispute will be required to pay the other party’s fees and costs, including attorneys’ fees, unless You live in California, in which case EP will pay its own fees and costs. An arbitrator’s award will consist of a written statement stating the disposition of each claim and will provide a concise written statement of the findings and conclusions on which the award is based.

Opt Out. You may opt out of this dispute resolution procedure by providing notice to EP no later than thirty (30) calendar days from the date of Your purchase of Your Product. To opt out, You must send notice by e-mail to legal@essential.com, with the subject line: “Arbitration Opt Out,” and include in the e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the IMEI, MEID, or serial number, as applicable, if you have it (the IMEI, MEID, or serial number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under Settings; or (iii) on the Product or in the SIM tray if applicable). Alternatively, You may opt out by mailing an opt-out request with the same information to General Counsel, Essential Products, Inc., 380 Portage Ave., Palo Alto, CA 94306, United States, postmarked no later than thirty (30) days from the date of Your purchase. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of this Limited Warranty in any way, and You will continue to enjoy the benefits of this Limited Warranty.

Severability and Survival. If any portion of this arbitration section is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from this Limited Warranty; (b) severance of the unenforceable or unlawful provision shall have no

impact whatsoever on the remainder of the arbitration section or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the arbitration section; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this arbitration section is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect, and the remainder of this section will be enforceable.

CONTACT INFORMATION: This Limited Warranty is given by Essential Products, Inc., a Delaware corporation whose principal place of business is at 380 Portage Avenue, Palo Alto, CA 94306, United States.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.