

**MOTOROLA MOBILITY INC.
LIMITED GLOBAL WARRANTY
MOBILE PHONES**

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.

Who is Covered?

This Limited Warranty extends only to the first consumer purchaser of the Product, and is not transferable.

What Does This Limited Warranty Cover?

Motorola Mobility Inc. or its subsidiaries' warranty obligations are limited to the terms and conditions set forth herein. Subject to the exclusions contained below, Motorola Mobility Inc or its subsidiaries ("Motorola") warrant this Mobile Phone, and any in-box accessories which accompany such Mobile Phone ("Product") against defects in materials and workmanship, under normal consumer use, for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser, or the period of time required by the laws of the country where the Product is purchased, whichever is longer ("Warranty Period").

Repairs made under this Limited Warranty are covered for the balance of the original Warranty Period, or 90 days from the date of service, whichever is longer. Any upgrade to the original product will be covered only for the duration of the original Warranty Period.

This limited Warranty is only available in the country where the Product was purchased. Motorola may provide service outside the country of purchase, to the extent that it is possible and under the terms and conditions of the country of purchase.

This Limited Warranty applies only to new Products which are a) manufactured by or for Motorola as identified by the "Motorola" trademark, trade name, or logo legally affixed to them; b) purchased by consumers from an authorized reseller or distributor of Motorola Products; and c) accompanied by this written Limited Warranty.

What Will Motorola Do?

If a covered defect or damage arises and a valid warranty claim is received within the applicable Warranty Period, Motorola, at its sole option, unless otherwise required by applicable law, will either (1) repair, at no charge, the defect or damage using new, used or reconditioned/refurbished functionally equivalent replacement parts; or (2) exchange the Product with a replacement Product that is new or which has been reconditioned/refurbished or otherwise remanufactured from new or used parts and is functionally equivalent to the original Product; or (3) refund the purchase price of any Products covered by the terms and conditions of this Limited Warranty.

Products, parts and supporting documentation provided to Motorola as part of the warranty process, shall become the property of Motorola, and may not be returned. When a replacement or refund is given, the Product for which the replacement or refund is provided must be returned to Motorola and shall become the property of Motorola.

This Warranty Does Not Apply to:

(a) **Consumable parts**, such as batteries or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship. Only batteries whose fully charged capacity falls below 80% of their rated capacity and batteries that leak are covered by this limited warranty.

(b) **Cosmetic damage**, including but not limited to scratches, dents, cracks or other cosmetic damage.

(c) **Damage caused by use with non-Motorola products.** Defects or damage that result from the use of non-Motorola branded or certified Products, accessories or other peripheral equipment, including without limitation housings, parts, or software, are excluded from coverage.

(d) **Damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external causes;** including but not limited to: (i) improper usage or operation (e.g. operating the Product outside their permitted or intended uses as defined by Motorola, including but not limited to as set forth by Motorola in the Products' User Manual, Quick Start Guide, Online Tutorials, and other documentation), 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) (ii) contact with liquids, water, rain, extreme humidity, heavy perspiration or other moisture; sand, food, dirt or similar substances (except for Products sold as resistant to such substances, but only to the extent the damage was not caused by incorrectly securing the phone's protective elements or subjecting the Product to conditions beyond its stated specifications or limits); (iii) use of the Products for commercial rental purposes; or (iv) external causes or acts which are not the fault of Motorola, including but not limited to flood, fire, earthquake, tornado or other acts of God, are excluded from coverage.

(e) **Unauthorized Service or Modification.** Defects or damage resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way, including but not limited to tampering with or altering the software, by someone other than Motorola, or its authorized service centers, are excluded from coverage. Notwithstanding the foregoing, any Product which has had its bootloader unlocked, or whose operating system has been altered, including any failed attempts to unlock the bootloader or alter such operating system, is not covered by this warranty, regardless of whether such modifications are authorized, approved, or otherwise sanctioned by Motorola.

(f) **A product or part that has been modified in any manner without the written permission of Motorola.** Products that have been altered in any manner so as to prevent Motorola from determining whether such Products are covered under the terms of this Limited Warranty are excluded from coverage. The foregoing shall include but not be limited to (i) serial numbers, date tags or other manufacturer coding that has been removed, altered or obliterated; (ii) mismatched or duplicated serial numbers; or (iii) broken seals or other evidence of tampering.

Do not open the Product or attempt to repair the Product yourself; such conduct may cause damage that is not covered by this warranty.

(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 communication service or network you subscribe to or use with the Products.**

(i) **All software, including operating system software, third-party software, applications, and all other software of any kind.** Software distributed by Motorola is provided “AS-IS” and “AS AVAILABLE,” “WITH ALL FAULTS” and without a warranty of any kind. The Limited Warranty does not apply to any non-Motorola product or any software, even if packaged or sold with the Motorola hardware, unless otherwise required by applicable local law.

(k) **Products that have been refurbished, reconditioned, or remanufactured,** except for Products repaired or replaced pursuant to the terms of this Limited Warranty.

If damage is outside the scope of warranty coverage, repair services may be available, but all costs associated with such out of warranty repair will be your responsibility.

What Other Limitations Are There?

- TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. 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 STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ALL WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. 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.
- TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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.

- TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MOTOROLA BE LIABLE, 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.
- 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.
- DATA BACKUP: ALL INFORMATION, DATA, SOFTWARE OR OTHER APPLICATIONS, INCLUDING BUT NOT LIMITED TO PERSONAL CONTACTS, ADDRESS BOOKS, PICTURES, MUSIC AND GAMES WILL BE ERASED DURING THE REPAIR PROCESS, AND CAN NOT BE REINSTALLED BY MOTOROLA. TO AVOID LOSING SUCH INFORMATION, DATA, SOFTWARE OR OTHER APPLICATIONS PLEASE CREATE A BACK UP BEFORE YOU DELIVER YOUR PRODUCT FOR WARRANTY SERVICE, REMOVE ANY CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION AND DISABLE ANY SECURITY PASSWORDS. YOU WILL BE RESPONSIBLE FOR REINSTALLING ALL SUCH INFORMATION, DATA, SOFTWARE, OTHER APPLICATIONS AND PASSWORDS. MOTOROLA AND/OR ITS AUTHORIZED SERVICE CENTERS ARE NOT RESPONSIBLE FOR THE LOSS OR MISUSE OF ANY DATA, FILES, CONTENT, APPLICATIONS AND PROGRAMS WHEN THE PRODUCT IS DELIVERED FOR WARRANTY SERVICE. YOUR PRODUCT OR A REPLACEMENT PRODUCT WILL BE RETURNED TO YOU AS YOUR PRODUCT WAS CONFIGURED WHEN ORIGINALLY PURCHASED, SUBJECT TO APPLICABLE SOFTWARE UPDATES. MOTOROLA MAY INSTALL OPERATING SYSTEM SOFTWARE UPDATES AS PART OF WARRANTY SERVICE THAT MAY PREVENT THE PRODUCT FROM REVERTING TO AN EARLIER VERSION OF THE OPERATING SYSTEM SOFTWARE. THIRD PARTY APPLICATIONS INSTALLED ON THE PRODUCT MAY NOT BE COMPATIBLE OR WORK WITH THE PRODUCT AS A RESULT OF THE OPERATING SYSTEM SOFTWARE UPDATE. MOTOROLA AND ITS AUTHORIZED SERVICE CENTERS ARE NOT RESPONSIBLE FOR THE LOSS OF, OR INABILITY TO USE, SUCH INFORMATION, DATA, SOFTWARE OR OTHER APPLICATIONS.

- **WARNING AGAINST UNLOCKING THE BOOTLOADER OR ALTERING A PRODUCT'S OPERATING SYSTEM SOFTWARE:** MOTOROLA STRONGLY RECOMMENDS AGAINST 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. SUCH ALTERATIONS MAY PERMANENTLY DAMAGE YOUR PRODUCT, CAUSE YOUR PRODUCT TO BE UNSAFE AND/OR CAUSE YOUR PRODUCT TO MALFUNCTION. IN SUCH CASES, NEITHER THE PRODUCT NOR ANY DAMAGE RESULTING THEREFROM WILL BE COVERED BY THIS WARRANTY.
- **IMPORTANT FCC INFORMATION:** YOU MUST NOT MAKE OR ENABLE ANY CHANGES TO THE PRODUCT THAT WILL IMPACT ITS FCC GRANT OF EQUIPMENT AUTHORIZATION. THE FCC GRANT IS BASED ON THE PRODUCT'S EMISSION, MODULATION, AND TRANSMISSION CHARACTERISTICS, INCLUDING: POWER LEVELS, OPERATING FREQUENCIES AND BANDWIDTHS, SAR LEVELS, DUTY-CYCLE, TRANSMISSION MODES (E.G., CDMA, GSM), AND INTENDED METHOD OF USING THE PRODUCT (E.G., HOW THE PRODUCT IS HELD OR USED IN PROXIMITY TO THE BODY). A CHANGE TO ANY OF THESE FACTORS WILL INVALIDATE THE FCC GRANT. IT IS ILLEGAL TO OPERATE A TRANSMITTING PRODUCT WITHOUT A VALID GRANT.

How to Obtain Warranty Service or Other Information?

1. Please access and review the online Customer Support section of Motorola Mobility's consumer website prior to requesting warranty service.
2. If the Product is still not functioning properly after making use of this resource, please contact the Warrantor listed at the Motorola website or the contact information for the corresponding location.
3. A representative of Motorola, or of a Motorola Authorized Repair Center, will help determine whether your Product requires service. You may be required to download, or otherwise obtain and accept software updates from Motorola or a Motorola Authorized Repair Center. You are responsible for any applicable carrier service fees incurred while obtaining the required downloads. Complying with the warranty process, repair instructions and accepting such software updates is required in order to receive additional warranty support.
4. If the software update does not fix the problem, you will receive instructions on how to ship the Product to a Motorola Authorized Repair Center or other entity.
5. To obtain service, as permitted by applicable law, you are required to include: (a) a copy of your receipt, bill of sale or other comparable proof of purchase; (b) a written description of the problem; (c) the name of your service provider, if applicable; (d) your address and telephone number. In the event the Product is not covered by this Warranty, Motorola will inform the consumer of the availability, price and other conditions applicable to the repair of the Product.

To obtain service or other information, please access and review the online Customer Support section of Motorola's consumer website at www.motorola.com.