



MOTOROLA

Safe, Smart, Protected

LIFE.  POWERED.

Battery Use & Safety

The following battery use and safety information applies to all Motorola mobile devices. If your mobile device uses a non-removable main battery (as stated in your product information), details related to handling and replacing your battery should be disregarded—the battery should only be replaced by a Motorola-approved service facility, and any attempt to remove or replace your battery may damage the product.

Important: Handle and store batteries properly to avoid injury or damage. Most battery safety issues arise from improper handling of batteries, and particularly from the continued use of damaged batteries.

DON'Ts

- **Don't disassemble, crush, puncture, shred, or otherwise attempt to change the form of your battery.**
- **Don't use tools, sharp objects, or excessive force to insert or remove the battery as this can damage the battery.**
- **Don't let the mobile device or battery come in contact with liquids.*** Liquids can get into the mobile device's circuits, leading to corrosion.
- **Don't allow the battery to touch metal objects.** If metal objects, such as jewelry, stay in prolonged contact with the battery contact points, the battery could become very hot.
- **Don't place your mobile device or battery near a heat source.*** High temperatures can cause the battery to swell, leak, or malfunction.
- **Don't dry a wet or damp battery with an appliance or heat source,** such as a hair dryer or microwave oven.

DOs

- **Do avoid leaving your mobile device in your car in high temperatures.***
- **Do avoid dropping the mobile device or battery.*** Dropping these items, especially on a hard surface, can potentially cause damage.*
- **Do contact your service provider or Motorola if your mobile device or battery has been damaged in any of the ways listed here.**

* **Note:** Always make sure that any battery, connector and compartment covers are closed and secure to avoid direct exposure of the battery to any of these conditions, even if your product information states that your **mobile device** can resist damage from these conditions.

Important: Motorola recommends you always use Motorola-branded batteries and chargers for quality assurance and safeguards. Motorola's warranty does not cover damage to the mobile device caused by non-Motorola batteries and/or chargers. To help you identify authentic Motorola batteries from non-original or counterfeit batteries (that may not have adequate safety protection), Motorola provides holograms on its batteries. You should confirm that any battery you purchase has a "Motorola Original" hologram.

If you see a message on your display such as **Invalid Battery** or **Unable to Charge**, take the following steps:

- Remove the battery and inspect it to confirm that it has a "Motorola Original" hologram;
- If there is no hologram, the battery is not a Motorola battery;
- If there is a hologram, replace the battery and try charging it again;
- If the message remains, contact a Motorola authorized service center.

Warning: Use of a non-Motorola battery or charger may present a risk of fire, explosion, leakage, or other hazard.

Proper and safe battery disposal and recycling: Proper battery disposal is not only important for safety, it benefits the environment. You can recycle your used batteries in many retail or service provider locations. Additional information on proper disposal and recycling can be found at www.motorola.com/recycling

Disposal: Promptly dispose of used batteries in accordance with local regulations. Contact your local recycling center or national recycling organizations for more information on how to dispose of batteries.



Warning: Never dispose of batteries in a fire because they may explode.

Battery Charging

Notes for charging your product's battery:

- During charging, keep your battery and charger near room temperature for efficient battery charging.
- New batteries are not fully charged.
- New batteries or batteries stored for a long time may take more time to charge.
- Motorola batteries and charging systems have circuitry that protects the battery from damage from overcharging.

Third Party Accessories

Use of third party accessories, including but not limited to batteries, chargers, headsets, covers, cases, screen protectors and memory cards, may impact your mobile device's performance. In some circumstances, third party accessories can be dangerous and may void

your mobile device's warranty. For a list of Motorola accessories, visit www.motorola.com/products

Driving Precautions

Responsible and safe driving is your primary responsibility when behind the wheel of a vehicle. Using a mobile device or accessory for a call or other application while driving may cause distraction, and may be prohibited or restricted in certain areas—always obey the laws and regulations on the use of these products.

While driving, NEVER:

- Type, read, enter or review texts, emails, or any other written data.
- Surf the web.
- Input navigation information.
- Perform any other functions that divert your attention from driving.

While driving, ALWAYS:

- Keep your eyes on the road.
- Use a handsfree device if available or required by law in your area.
- Enter destination information into a navigation device **before** driving.
- Use voice activated features (such as voice dial) and speaking features (such as audible directions), if available.
- Obey all local laws and regulations for the use of mobile devices and accessories in the vehicle.
- End your call or other task if you cannot concentrate on driving.

Remember to follow the "Smart Practices While Driving" at www.motorola.com/callsmart (in English only).

Seizures, Blackouts & Eyestrain

To reduce eyestrain and avoid headaches, it is always a good idea to hold the screen a comfortable distance from your eyes, use in a well-lit area, and take frequent breaks.

Some people may be susceptible to seizures or blackouts (even if they have never had one before) when exposed to flashing lights or light patterns, such as when playing video games, or watching videos with flashing-light effects.

Discontinue use and consult a physician if any of the following symptoms occur: seizures, blackout, convulsion, eye or muscle twitching, loss of awareness, or disorientation.

If you or someone in your family has experienced seizures or blackouts, please consult with your physician before using an application that produces flashing-light effects on your mobile device.

Caution About High Volume Usage

Warning: Exposure to loud noise from any source for extended periods of time may affect your hearing. The louder the volume sound level, the less time is required before your hearing could be affected. To protect your hearing:

- Limit the amount of time you use headsets or headphones at high volume.
- Avoid turning up the volume to block out noisy surroundings.
- Turn the volume down if you can't hear people speaking near you.

If you experience hearing discomfort, including the sensation of pressure or fullness in your ears, ringing in your ears, or muffled speech, you should stop listening to the device through your headset or headphones and have your hearing checked.

For more information about hearing, see our website at direct.motorola.com/hellomoto/nss/AcousticSafety.asp (in English only).



Repetitive Motion

When you repetitively perform actions such as pressing keys or entering finger-written characters, you may experience occasional discomfort in your hands, arms, shoulders, neck, or other parts of your body. If you continue to have discomfort during or after such use, stop use and see a physician.

Children

Keep your mobile device and its accessories away from small children. These products are not toys and may be hazardous to small children. For example:

- A choking hazard may exist for small, detachable parts.
- Improper use could result in loud sounds, possibly causing hearing injury.
- Improperly handled batteries could overheat and cause a burn.

Supervise access for older children. Similar to a computer, if an older child does use your mobile device, you may want to monitor their access to help prevent:

- Exposure to inappropriate apps or content.
- Improper use of apps or content.
- Loss of data.

Glass Parts

Some parts of your mobile device may be made of glass. This glass could break if the product receives a substantial impact. If glass breaks, do not touch or attempt to remove. Stop using your mobile device until the glass is replaced by a qualified service center.

Operational Warnings

Obey all posted signs when using mobile devices in public areas.






Potentially Explosive Areas




Potentially explosive areas are often, but not always, posted and can include blasting areas, fueling stations, fueling areas (such as below decks on boats), fuel or chemical transfer or storage facilities, or areas where the air contains chemicals or particles, such as grain dust, or metal powders.

When you are in such an area, turn off your mobile device, and do not remove, install, or charge batteries, unless it is a radio product type especially qualified for use in such areas and certified as "Intrinsically Safe" (for example, Factory Mutual, CSA, or UL approved). In such areas, sparks can occur and cause an explosion or fire.

Symbol Key

Your battery, charger, or mobile device may contain symbols, defined as follows:

Symbol	Definition
	Important safety information follows.
	Do not dispose of your battery or mobile device in a fire.
 	Your battery or mobile device may require recycling in accordance with local laws. Contact your local regulatory authorities for more information.
	Do not dispose of your battery or mobile device with your household waste. See "Recycling" for more information.

Symbol	Definition
	Do not use tools.
	For indoor use only.
	Listening at full volume to music or voice through a headset may damage your hearing.

Radio Frequency (RF) Energy

Exposure to RF Energy

Your mobile device contains a transmitter and receiver. When it is ON, it receives and transmits RF energy. When you communicate with your mobile device, the system handling your call controls the power level at which your mobile device transmits.

Your mobile device is designed to comply with local regulatory requirements in your country concerning exposure of human beings to RF energy.

RF Energy Operational Precautions

For optimal mobile device performance, and to be sure that human exposure to RF energy does not exceed the guidelines set forth in the relevant standards, always follow these instructions and precautions:

- When placing or receiving a phone call, hold your mobile device just like you would a landline phone.
- If you wear the mobile device on your body, always place the mobile device in a Motorola-supplied or approved accessory (e.g. clip, holder, holster, case or arm band). If you do not use a body-worn accessory supplied or approved by Motorola, ensure that whatever product is used is free of any metal and that it positions the mobile device at least 2.5 cm (1 inch) away from the body.
- Using accessories not supplied or approved by Motorola may cause your mobile device to exceed RF energy exposure guidelines. For a list of Motorola-supplied or approved accessories, visit our website at: www.motorola.com.

RF Energy Interference/Compatibility

Nearly every electronic device is subject to RF energy interference from external sources if inadequately shielded, designed, or otherwise configured for RF energy compatibility. In some circumstances, your mobile device may cause interference with other devices.

Follow Instructions to Avoid Interference Problems

Turn off your mobile device in any location where posted notices instruct you to do so, such as hospitals or health care facilities.

In an aircraft, turn off your mobile device whenever instructed to do so by airline staff. If your mobile device offers an airplane mode or similar feature, consult airline staff about using it in flight.

Medical Devices

If you have a medical device, including an implantable medical device such as a pacemaker or defibrillator, consult your healthcare provider and the device manufacturer's directions before using this mobile device.

Persons with implantable medical devices should observe the following precautions:

- ALWAYS keep the mobile device more than 20 centimeters (8 inches) from the implantable medical device when the mobile device is turned ON.
- DO NOT carry the mobile device in the breast pocket.
- Use the ear opposite the implantable medical device to minimize the potential for interference.
- Turn OFF the mobile device immediately if you have any reason to suspect that interference is taking place.

Regulatory Information

Your Motorola mobile device is designed to comply with national and international regulatory requirements. For full compliance statements and details, please refer to the regulatory information in your printed product guide.

Location Services

The following information is applicable to Motorola mobile devices that provide location based functionality. Location sources can include GPS, AGPS and Wi-Fi.

Your mobile device can use *Global Positioning System* (GPS) signals for location-based applications. GPS uses satellites controlled by the U.S. government that are subject to changes implemented in accordance with the Department of Defense policy and the Federal Radio Navigation Plan. These changes may affect the performance of location technology on your mobile device.

Your mobile device can also use *Assisted Global Positioning System* (AGPS), which obtains information from the cellular network to improve GPS performance. AGPS uses your wireless service provider's network and therefore airtime, data charges, and/or additional charges may apply in accordance with your service plan. Contact your wireless service provider for details.

Your mobile device can also use *Wi-Fi* signals to determine your approximate location, using information from known and available Wi-Fi networks.

Your Location

Location-based information includes information that can be used to determine the approximate location of a mobile device. Mobile devices which are connected to a wireless network transmit location-based information. Devices enabled with location technology also transmit location-based information. Additionally, if you use applications that require location-based information (e.g. driving directions), such applications transmit location-based information. This location-based information may be shared with third parties, including your wireless service provider, applications providers, Motorola, and other third parties providing services.

Emergency Calls

When you make an emergency call, the cellular network may activate the AGPS technology in your mobile device to tell the emergency responders your approximate location. AGPS has limitations and **might not work in your area**. Therefore:

- Always tell the emergency responder your location to the best of your ability; and
- Remain on the phone for as long as the emergency responder instructs you.

Navigation

The following information is applicable to Motorola mobile devices that provide navigation features.

When using navigation features, note that mapping information, directions and other navigational data may contain inaccurate or incomplete data. In some countries, complete information may not be available. Therefore, you should visually confirm that the navigational instructions are consistent with what you see. All drivers should pay attention to road conditions, closures, traffic, and all other factors that may impact driving. Always obey posted road signs.

Privacy & Data Security

Motorola understands that privacy and data security are important to everyone. Because some features of your mobile device may affect your privacy or data security, please follow these recommendations to enhance protection of your information:

- **Monitor access**—Keep your mobile device with you and do not leave it where others may have unmonitored access. Use your device's security and lock features, where available.
- **Keep software up to date**—If Motorola or a software/application vendor releases a patch or software fix for your mobile device that updates the device's security, install it as soon as possible.
- **Secure Personal Information**—Your mobile device can store personal information in various locations including your SIM card, memory card, and phone memory. Be sure to remove or clear all personal information before you recycle, return, or give away your device. You can also backup your personal data to transfer to a new device.

Note: For information on how to backup or wipe data from your mobile device, go to www.motorola.com/support

- **Online accounts**—Some mobile devices provide a Motorola online account (such as MOTOBLUR). Go to your account for information on how to manage the account, and how to use security features such as remote wipe and device location (where available).
- **Applications and updates**—Choose your apps and updates carefully, and install from trusted sources only. Some apps can impact your phone's performance and/or have access to private information including account details, call data, location details and network resources.
- **Wireless**—For mobile devices with Wi-Fi features, only connect to trusted Wi-Fi networks. Also, when using your device as a hotspot (where available) use network security. These precautions will help prevent unauthorized access to your device.
- **Location-based information**—Mobile devices enabled with location based technologies such as GPS, AGPS or Wi-Fi, can transmit location-based information. See "Location Services" for more details.
- **Other information your device may transmit**—Your device may also transmit testing and other diagnostic (including location-based) information, and other non-personal information to Motorola or other third-party servers. This information is used to help improve products and services offered by Motorola.

If you have further questions regarding how the use of your mobile device may impact your privacy or data security, please contact Motorola at privacy@motorola.com, or contact your service provider.

Use & Care

To care for your Motorola mobile device, please observe the following:



liquids

Don't expose your mobile device to water, rain, extreme humidity, sweat, or other liquids.



drying

Don't try to dry your mobile device using a microwave oven, conventional oven, or dryer, as this may damage the mobile device.



extreme heat or cold

Don't store or use your mobile device in temperatures below -10°C (14°F) or above 60°C (140°F). Don't recharge your mobile device in temperatures below 0°C (32°F) or above 45°C (113°F).



dust and dirt

Don't expose your mobile device to dust, dirt, sand, food, or other inappropriate materials.



cleaning

To clean your mobile device, use only a dry soft cloth. Don't use alcohol or other cleaning solutions.



shock and vibration

Don't drop your mobile device.



protection

To help protect your mobile device, always make sure that any battery, connector and compartment covers are closed and secure.

Recycling

Mobile Devices & Accessories

Please do not dispose of mobile devices or electrical accessories (such as chargers, headsets, or batteries) with your household waste, or in a fire. These items should be disposed of in accordance with the national collection and recycling schemes operated by your local or regional authority. Alternatively, you may return unwanted mobile devices and electrical accessories to any Motorola Approved Service Center in your region. Details of Motorola approved national recycling schemes, and further information on Motorola recycling activities can be found at: www.motorola.com/recycling



Packaging & Product Guides

Product packaging and product guides should only be disposed of in accordance with national collection and recycling requirements. Please contact your regional authorities for more details.

Software Copyright

Motorola products may include copyrighted Motorola and third-party software stored in semiconductor memories or other media. Laws in the United States and other countries preserve for Motorola and third-party software providers certain exclusive rights for copyrighted software, such as the exclusive rights to distribute or reproduce the copyrighted software. Accordingly, any copyrighted software contained in Motorola products may not be modified, reverse-engineered, distributed, or reproduced in any manner to the extent allowed by law. Furthermore, the purchase of Motorola products shall not be deemed to grant either directly or by implication, estoppel, or otherwise, any license under the copyrights, patents, or patent applications of Motorola or any third-party software provider, except for the normal, non-exclusive, royalty-free license to use that arises by operation of law in the sale of a product.

Content Copyright

The unauthorized copying of copyrighted materials is contrary to the provisions of the Copyright Laws of the United States and other countries. This device is intended solely for copying non-copyrighted materials, materials in which you own the copyright, or materials which you are authorized or legally permitted to copy. If you are uncertain about your right to copy any material, please contact your legal advisor.

Open Source Software Information

For instructions on how to obtain a copy of any source code being made publicly available by Motorola related to software used in this Motorola mobile device, you may send your request in writing to the address below. Please make sure that the request includes the model number and the software version number.

MOTOROLA MOBILITY, INC.

OSS Management
600 North US Hwy 45
Libertyville, IL 60048
USA

The Motorola website opensource.motorola.com (in English only) also contains information regarding Motorola's use of open source.

Motorola has created the opensource.motorola.com website to serve as a portal for interaction with the software community-at-large.

To view additional information regarding licenses, acknowledgments and required copyright notices for open source packages used in this Motorola mobile device, please press Menu Key > **Settings** > **About phone** > **Legal information**

> **Open source licenses**. In addition, this Motorola device may include self-contained applications that present supplemental notices for open source packages used in those applications.

Service & Repairs

If you have questions or need assistance, we're here to help.

Go to www.motorola.com/support, where you can select from a number of customer care options. You can also contact the Motorola Customer Support Center at 1-800-331-6456 (United States), 1-888-390-6456 (TTY/TDD United States for hearing impaired), or 1-800-461-4575 (Canada).

How to Obtain Service or Other Information

1. Please access and review the online Customer Support section of Motorola'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 warranty 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 the Motorola Limited 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.

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.

Exclusions (Products and Accessories)

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. As with all batteries, the maximum capacity of the battery will decrease with time and use; this is not a defect. Only defective batteries and batteries that leak are covered by this 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 forgoing 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.

(j) **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.

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