

Accidental Damage Protection Agreement

Important Notice

Please read the following terms carefully. By purchasing the Accidental Damage Protection plan, You acknowledge and agree that You accept the terms and conditions set forth below.

1. WHAT THIS AGREEMENT COVERS

This Accidental Damage Protection Agreement (“Agreement”) is the complete agreement between you (“you” or “Your”) and Motorola Mobility LLC (“Motorola” or “Us” or “Our” or “We”) regarding Accidental Damage Protection (“ADP” or “ADP service(s)”) for the products specified in your invoice or order confirmation. It supersedes and replaces any prior oral or written communications between you and Motorola Mobility LLC regarding ADP for the relevant products. Any additional or different terms in any order or written communications from you shall be void and of no effect. ADP purchased under this Agreement will be provided as described in this Agreement. ADP is available in the country or region in which you purchased your product. ADP may be available in other countries or regions at Motorola’s discretion.

2. PRODUCT

The covered Product (“Product”) is the Motorola mobile device as identified on your invoice.

3. WHAT IS COVERED

Motorola will, at our sole discretion, repair or replace the Product if it experiences operational or structural failures that impact the Product’s functionality resulting under normal operating conditions and handling due to: liquid ingress (water damage), unintentional physical damage of the Product, an electrical surge that damages the Product’s circuitry, or the failure of the integrated LCD screen.

4. WHAT IS NOT COVERED

This Agreement does not cover:

- i. Normal wear and tear due to the normal aging of the Product, including parts that are expected to deteriorate over time;
- ii. Cosmetic damage (e.g, scratches, dents, or cracks that do not affect the Product's functionality or structural integrity);
- iii. Batteries;
- iv. Damage caused by the use of non-Motorola branded or approved products, accessories or software;
- v. Damage to accessories provided as a sale package with the Product;
- vi. Software, personal data, music or pictures or any other content lost through Product damage, through a repair service or due to Product replacement;
- vii. Damage from abuse, misuse, unauthorized modification, operating a Product outside its permitted or intended uses, unsuitable physical or operating environment, improper maintenance by anyone other than Motorola authorized service providers, removal of original parts or alteration of a Product or identification labels;
- viii. 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;
- ix. Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids;
- x. Theft, loss or damage from fire, flood, or natural disaster, war, terrorism, or acts of God;
- xi. More than two accepted claims within any 12 month period.

5. COVERAGE PERIOD

The period of ADP shall begin on the ship date or activation date (as applicable) of the covered device. Depending on the duration of coverage purchased, the ADP will expire on the last day of the twelve (12) month, twenty-four (24) month or thirty-six (36) month period immediately following such start date. Coverage will terminate immediately if you reject these terms within 30 day of purchasing the ADP service.

6. WAITING PERIOD

When Service is purchased subsequent to the purchase of your Product, you may not exercise your rights to Service for **THIRTY (30) DAYS** from the purchase date of ADP. Motorola reserves the right to inspect your Product

prior to agreeing to provide ADP, when ADP is purchased subsequent to the purchase of your Product.

7. ELIGIBILITY

In order to purchase an ADP service you may be required to provide a Proof of Purchase ("POP") of your Product(s) to Motorola via an online upload of the scanned receipt or by other means as required by Motorola.

8. CLAIM LIMITATIONS

Motorola will accept up to two (2) claims within any 12 month period. If you make two claims in any 12 month period your insurance will continue (provided your ADP plan period is still valid) but you will not be able to make another claim for any further incidents before the anniversary of your first claim.

9. CANCELLATION

You may cancel this Contract at any time for any reason. If You cancel this Contract within thirty (30) days of the date purchased You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will not be entitled to a refund of any portion of the purchase price.

We may not cancel this Contract except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, You will receive a pro-rata refund on full purchase price paid based on the time remaining on Your Contract.

10. SERVICE

After Motorola authorises your claim, we will at our sole discretion repair your Product with new or refurbished parts, or replace your Product with a new or refurbished Product with comparable specifications. The decision to repair or replace will be made solely by Motorola. If your Product requires repair, service will be provided by an authorised service center or by their subcontractors. You may be asked to provide proof of purchase as a condition for receiving service under this agreement. Your original purchase receipt should be kept with this agreement in a safe place.

If your Product has been modified, Motorola will only repair or replace the Product to the original specification.

11. PAYMENT

Payment must be received by Motorola in advance of providing ADP. If you do not register with Motorola, you will be required to provide your proof of purchase as evidence of your entitlement to ADP. You are responsible for any taxes related to ADP.

12. WARRANTY

Motorola warrants that services will be performed using reasonable care and skill.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL MOTOROLA, ITS AFFILIATES, SUPPLIERS, CONTRACTORS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF MOTOROLA, ITS AFFILIATES, SUPPLIERS, CONTRACTORS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL

PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH MOTOROLA IS LIABLE UNDER LAW.

14. GENERAL

Any information exchanged between us is not confidential or proprietary, including any information you disclose over the phone or electronically. Motorola and our related companies may process, store and use information about your transaction and your contact information, including – as far as provided by you to Motorola for this purpose – name, phone numbers, address, and e-mail addresses, to process and fulfill your transaction. We may also contact you to notify you about any product recall, safety issue or service actions. Where permissible under local law, and to the extent permissible, we may use this information to inquire about your satisfaction with our products or services or to provide you with information about other products and services. You may decline to receive any further such communications from us at any time. In accomplishing these purposes, we may transfer your information to any country where we do business; we may provide it to entities acting on our behalf; or we may disclose it where required by law. We will not sell or otherwise transfer personally identifiable information you provide to any third parties for their own direct marketing use without your consent. For more information regarding how we may collect, store and use your personal information, please review the Motorola Product Privacy Statement, available at: <https://www.motorola.com/us/legal/product-privacy>. If any provision of this Agreement is deemed unenforceable or void, the remaining provisions shall remain in full force and effect. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. Each of us grants the other only the rights specified in this Agreement. No other license or rights (including license or rights under patents) are granted by either of us to the other. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent. Neither of us will bring a legal action arising out of or related to this Agreement or Service more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract. Neither of us is responsible for failure to fulfill obligations due to causes beyond their control. Either of us may communicate with the other by electronic means and such communication deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document. Each of us will comply with any laws and regulations that are applicable to this Agreement. Motorola may assign this Agreement at any time upon written notice including but not limited to an affiliate or to our successor organization by merger or acquisition and does

not require your consent. Motorola may also assign its rights to payments under this Agreement without your consent. You may not assign this Agreement. Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns. Both you and Motorola consent to the application of the laws of the jurisdiction where the service is purchased to govern, interpret, and enforce our respective rights, duties, and obligations under or relating to this Agreement, without regard to conflict of law principles. Each of us hereby waives our right to a jury trial in any action arising under or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Customer Service Contact numbers

Country	Language	Local Contact	Days	Local Hours
UK	English	(+44) 0870 901 0555	Monday - Friday	8am to 6pm
		(+44) 0871 641 2130		
		(+44) 0870 901 0555		
		(+44) 0333 999 7550		
		(+44) 0800 678 3698		
Ireland	English	(+353) 01850 909 555	Monday - Friday	9am to 4pm
Germany	German	(+49) 0800 5030011	Monday - Friday	9am to 7pm
Austria	German	(+43) 0179 567 004	Monday - Friday	9am to 7pm
Switzerland	German	(+41) 0800 55 3109	Monday - Friday	9am to 7pm
France	French	(+33) 0157323560	Monday - Friday	9am to 7pm
		Toll free 0800948403		
Belgium	French	(+32) 02700 1660	Monday - Friday	9am to 7pm
Italy	Italian	(+39) 0269430777	Monday - Friday	9am to 7pm
Spain	Spanish	(+34) 0912757164	Monday - Friday	9am to 7pm
Netherlands	Dutch	(+31) 070 7709245	Monday - Friday	9am to 5pm
Poland	Polish	(+48) 0223070360	Monday - Friday	9am to 5pm
Greece	Greek	(+30) 02111980692	Monday - Friday	9am to 5pm
Sweden	Swedish	(+46) 0850635705	Monday - Friday	9am to 5pm
Norway	English	(+47) 021957071	Monday - Friday	9am to 5pm
Denmark	English	(+45) 078772883	Monday - Friday	9am to 5pm
Finland	English	(+358) 0942451475	Monday - Friday	9am to 5pm
Bulgaria	Bulgarian	(+359) 024486351	Monday - Friday	9am to 5pm
Czech Republic	Czech	(+420) 0225985718	Monday - Friday	9am to 5pm
Romania	Romanian	(+40) 0312295467	Monday - Friday	9am to 5pm
Slovakia	Slovakian	(+421) 0372304190	Monday - Friday	9am to 5pm

Croatia	Croatian	(+385) 0800989029	Monday - Friday	9am to 5pm
Serbia	Serbian	(+381) 0800191127	Monday - Friday	9am to 5pm
Turkey	Turkish	(+90) 02123755068	Monday - Friday	9am to 5pm