

Motorola Experiences Terms and Conditions

These terms and conditions are subject to change without notice.

Effective date: 5/17/2016

ATTENTION: READ CAREFULLY BEFORE YOU USE THE MOTOROLA EXPERIENCES.

LEGAL NOTICE: BY USING THE MOTOROLA EXPERIENCES, YOU AGREE THAT:

YOU HAVE READ AND AGREED TO ALL THE TERMS OF THIS AGREEMENT.

YOU ARE A PARTY TO AND CONSENT TO BE BOUND BY THIS AGREEMENT.

YOU AGREE TO ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT WITHOUT MODIFICATION.

These terms and conditions apply to your Motorola products like mobile phones, tablets, and other mobile devices as well as applications, software, and services developed by Motorola Mobility LLC (“Motorola” “we” or “us”), a Lenovo company, and downloaded from an app store, installed onto your computer, or preloaded onto a Motorola product (collectively “Motorola Experiences”). These terms and conditions, along with the Motorola Experiences Privacy Policy, form the entire legal agreement between you and Motorola, governing your use of the Motorola Experiences. Your use of the Motorola Experiences constitutes your consent to all of the terms of this agreement.

1. Ownership and License

As between you and Motorola, you own:

Motorola-branded physical products that you have purchased, like smartphones, tablets, and other mobile devices.

Any other hardware that you use to access and use the Motorola Experiences.

User-generated content like photos, music, videos, and third-party applications you may install on your Motorola products.

As between you and Motorola, we own:

Applications, software, and services that we have developed and made available for your use.

Websites you may use to access certain Motorola Experiences and all content published on them.

The name “Motorola” and any other logos, names, and other marks used to identify the Motorola Experiences.

The Motorola Experiences are protected by United States and international laws and treaties protecting patents, trademarks, copyrights, and other intellectual property.

Subject to applicable laws and the rights granted to you under this agreement, the Motorola Experiences consist of Motorola's proprietary information. This agreement gives you no rights other than those stated in its terms. Your license will automatically terminate if you use the Motorola Experiences in any manner that violates this agreement, any applicable law, or any rights of Motorola or its licensors. We reserve the

right to use any lawful means to prevent unauthorized use of the Motorola Experiences, such as technological barriers, IP mapping, and contacting your Internet Service Provider or wireless carrier.

Except as described in this agreement you do not own the Motorola Experiences, but only have a limited, non-exclusive, revocable license to use the Motorola Experiences as permitted by this agreement.

The U.S. Government acknowledges Motorola's representation that the Motorola Experiences and its documentation were developed at private expense and no part of them is in the public domain and that the software components of the Motorola Experiences are Restricted Computer Software as the term is defined in Clause 52.227-19(FAR) and is Commercial Computer Software as that term is defined in Subpart 227-471 (DFARS).

Where applicable, use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights of Technical Data and Computer Software clause as DFARS 252.227-7013. Contractor/manufacturer is Motorola Mobility LLC, 222 W Merchandise Mart Plaza, Suite 1800, Chicago, IL United States of America 60654.

2. Changes to Motorola Experiences

We may update, modify, enhance, suspend, or cease making available any Motorola Experiences at any time including, without limitation, automatically delivering new versions or features to your Motorola products, applications, software and services when they become available and removing them from application stores at our sole discretion. Where a Motorola Experience depends on interaction with Motorola-operated online services, we may also disable functionality of such an experience at any time and for any reason.

3. Permitted and Prohibited Uses

You may use Motorola Experiences provided to you under license solely as provided to you and without modification.

You may not use the Motorola Experiences provided to you under license:

In any way that violates copyright or any other applicable law.

To create any information that contains computer viruses or any other computer code, files or programs designed to destroy, interrupt or otherwise limit the functionality of any computer software, computer hardware or other equipment.

In a manner that could damage, disable, overburden, disrupt or impair the service or any Motorola-owned network or system.

To interfere with anyone else's ability to lawfully access and use the Motorola Experiences.

To access any communications, content, or other information to which you do not have

rights.

To install, copy, modify, or distribute the Motorola Experiences (electronically or otherwise) on your computers or mobile devices, or make any copies, adaptations, derivative works, transcriptions, or merge any portion thereof, except as installed by their automated installation functions.

To decompile, disassemble, de-encrypt, reverse engineer, translate, or otherwise attempt to derive the source code of the Motorola Experiences or otherwise alter the Motorola Experiences.

Use the Motorola Experiences to provide services to third parties.

Transfer or resell any of the rights granted to you by these Terms of Use, except that you may authorize a third party for whom you are a legal guardian to use the Motorola Experiences, provided that you agree to remain legally responsible for that third party's use.

4. Responsibility for Use

You are responsible for your own use of the Motorola Experiences and all information that you associate with them. We expressly disclaim all responsibility for and all warranties (express or implied) related to the accuracy, completeness, safety, reliability, or lawfulness of information provided by the Motorola Experiences. By using the Motorola Experiences, you acknowledge that your use of the Motorola Experiences is at your own risk.

5. Eligibility

Your license to use the Motorola Experiences terminates automatically and retroactively if you are under the legal age of majority for your country of residence and do not have the permission of your parent or legal guardian to use the Motorola Experiences, or if your use of the Motorola Experiences has previously been suspended or prohibited. BY DOWNLOADING, INSTALLING OR OTHERWISE USING the MOTOROLA Experiences, YOU REPRESENT THAT YOU ARE OF LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE OR THAT YOU HAVE YOUR PARENT'S OR LEGAL GUARDIAN'S PERMISSION TO USE THE MOTOROLA EXPERIENCES, AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR PROHIBITED FROM USING THE MOTOROLA EXPERIENCES.

6. Disclaimer of Warranties and Limitations on Liability

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR A SEPARATE WARRANTY AGREEMENT, WE PROVIDE THE MOTOROLA EXPERIENCES "AS-IS" WITHOUT WARRANTY OF ANY KIND. WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND, WHERE NOT EXPRESSLY STATED TO THE CONTRARY, NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MOTOROLA, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE

ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERMITTED BY YOUR JURISDICTION OR, IN THE ABSENCE OF A LEGAL MINIMUM, NINETY (90) DAYS FROM THE DATE OF DELIVERY OF THE MOTOROLA EXPERIENCES OR MINIMUM PERMITTED BY YOUR JURISDICTION. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

YOUR USE OF THE MOTOROLA EXPERIENCES DOES NOT, IN ANY WAY WHATSOEVER, EXTEND ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES THAT APPLY TO MOTOROLA PRODUCTS LIKE SMARTPHONES, TABLETS, OR OTHER MOBILE DEVICES.

By using the Motorola Experiences, you agree that, to the extent permitted by law, we will have no liability for any special, indirect, or consequential damages that you may sustain from your use of the Motorola Experiences, whether due to loss of data or profits, negligence, or breach of contract.

To the extent permitted by law, you assume all risks concerning the suitability and accuracy of the information that you send or receive using the Motorola Experiences. The Motorola Experiences may contain technical inaccuracies or typographical errors. We assume no responsibility for any such inaccuracies, errors, or omissions associated with the Motorola Experiences.

The Motorola Experiences do not guarantee or monitor your health, safety, or security. We make no claim that the Motorola Experiences will work effectively in case of an emergency. The Motorola Experiences are not a replacement for any current emergency, automated emergency or other emergency system, hardware or software and are not intended to diagnose or treat any specific medical condition. The Motorola Experiences are not fault-tolerant and are not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance where a failure of the Motorola Experiences could lead directly or indirectly to death, personal injury, or severe physical or environmental damage (“High Risk Activities”). You agree that we will not be responsible for any injury, environmental damage, or property damage arising out of your use of the Motorola Experiences in High Risk Activities.

Motorola will not be responsible for the actions of any individual or any accident that results while using or attempting to use the Motorola Experiences. FAILURE OF THE MOTOROLA EXPERIENCES DOES NOT CONSTITUTE AN OPPORTUNITY TO HOLD MOTOROLA LIABLE FOR ANY DAMAGES. YOU AND YOU ALONE ARE RESPONSIBLE FOR THE CONSEQUENCES OF USING THE MOTOROLA EXPERIENCES.

7. Indemnity

You agree to indemnify, defend, and hold harmless Motorola and its affiliates, officers, agents, co-branders, partners, and employees from any third party claim or demand (including but not limited to damages, litigation costs, and reasonable attorney's fees) that relates to your use of the Motorola Experiences or your violation of this agreement.

We reserve the right to assume the exclusive defense and control of any dispute in which you must indemnify us, and you agree to cooperate with our defense and settlement of these claims. We will use reasonable efforts to notify you of any such disputes once we become aware of them.

8. Term and Termination

You may use the Motorola Experiences licensed to you so long as you do not violate these terms of use or any applicable law. We reserve the right to: (1) limit or terminate your right to use the Motorola Experiences licensed to you at any time, and for any reason; (2) terminate any part of the Motorola Experiences licensed to you if we determine in good faith concern that such use violates an applicable law or these terms of use; and (3) inform law enforcement of any illegal activity or material relating to use of the Motorola Experiences and provide law enforcement officials with all requested information we may have, including but not limited to the name, phone number, and email addresses of any user account suspected of illegal activity.

9. Trademarks

MOTOROLA and the Stylized M Logo are registered trademarks of Motorola Trademark Holdings, LLC. All other product or service names are the property of their respective owners. You may not alter, obscure, or render unclear any trademark, logo, or other notice that indicates the rights of Motorola or our licensors and suppliers, whether built into the Motorola Experiences, printed on packaging or promotional material, published online, or otherwise.

10. Notices

We may be required by state or federal law, or the laws of other countries, to notify you of certain events. In addition, we may need to notify you from time to time regarding changes to this agreement or the Motorola Experiences. Such notices will be effective upon our posting them to our website, your installation or use of any updates to the Motorola Experiences, or our delivery of a notice to you by email, postal mail, or other means as required by law. If you do not provide us with accurate information to contact you, we will not be held liable if we fail to notify you.

You consent to receiving any notices regarding the agreement or any notice required by law, including notice of a breach of security involving your personally identifiable information, through an email message or other electronic communication.

Any notices that we send to you by email will be sent to the email address you provided when you registered for an account or any email address in your profile.

11. General information

This agreement supersedes any prior agreements between you and Motorola relating to your use of the Motorola Experiences.

By using the Motorola Experiences, you agree that the statutes and laws of the United States and the State of New York, without regard to any principles of conflicts of law, will apply to all matters relating to your use of the Motorola Experiences. You also agree that any litigation will be subject to the exclusive jurisdiction of the state courts in New York city and the federal courts located in New York city, New York. You consent to the personal jurisdiction of those courts. Our failure to exercise or enforce any right or provision of this agreement does not waive our right to exercise or enforce our rights in the future. If any court finds a provision of these terms and conditions or the Motorola Experiences privacy policy to be invalid, then you agree that the court should endeavor to give effect to the intentions as reflected in the provision, and that the other provisions of this agreement will remain in full force and effect.