

LIMITED WARRANTY

Additional Rights Under Consumer Laws. If YOU are a consumer YOU may have legal (statutory) rights that are in addition to those set out in this Limited Warranty (such as the consumer laws of the country in which YOU live) ("Consumer Rights"). This Limited Warranty sets out certain situations when Manufacturer will, or will not, provide a remedy for BlackBerry Device. This Limited Warranty does not limit or exclude any of YOUR Consumer Rights relating to the BlackBerry Device.

Manufacturer Warranty Coverage. This manufacturer's Limited Warranty sets forth the warranty responsibilities of Manufacturer regarding BlackBerry branded hardware products and accessories manufactured by or on behalf of Manufacturer ("BlackBerry Device"). Manufacturer warrants to the original end-user purchaser of a new BlackBerry Device ("YOU"), that the BlackBerry Device will be free from defects in materials and workmanship under normal use for a period that commences on the date of original purchase by YOU and continuing for the following specified period of time for each applicable type of BlackBerry Device (the "Warranty Period"). This Limited Warranty is not transferable by YOU.

(i) For a BlackBerry handheld smartphone the Warranty Period is one (1) year*. Please contact the retailer from whom YOU purchased the BlackBerry Device on how to obtain customer support for your BlackBerry Device.

(ii) For BlackBerry accessories the Warranty Period is one (1) year*. Please contact the retailer from whom YOU purchased the BlackBerry Device.

* The warranty period may vary depending on your country.

For BlackBerry Devices repaired by or behalf of Manufacturer the balance of the warranty period (if any) applies to such repaired BlackBerry Device. During the Warranty Period, if the BlackBerry Device is found by Manufacturer to be defective and covered under this Limited Warranty, Manufacturer may at its absolute and sole discretion:

(i) repair the defective portion of the BlackBerry Device without charge to YOU with new or reconditioned parts;

(ii) replace the defective BlackBerry Device without charge to YOU with a comparable new or refurbished product; or

(iii) if Manufacturer is unable to repair or replace the BlackBerry Device as provided under (i) or (ii), refund to YOU the net purchase price YOU paid for the BlackBerry Device.

If the BlackBerry Device is repaired or replaced by or behalf of Manufacturer during the Warranty Period, the Warranty Period for the repaired or replaced BlackBerry Device will expire upon the expiration of the original Warranty Period (except to the extent Manufacturer is expressly required by law to provide YOU a longer Warranty Period for the repaired or replaced BlackBerry Device). Any warranty service or support provided by or on behalf of Manufacturer under this Limited Warranty is conditioned upon the return of YOUR BlackBerry Device to a Manufacturer authorized service provider (as set out below under "How to Return Your BlackBerry Device"). When YOU return a BlackBerry Device under this Limited Warranty and receive a replacement BlackBerry Device, the item YOU returned becomes Manufacturer's property and the replacement item becomes YOURS. When a refund is provided under this Limited Warranty, YOU will return the BlackBerry Device to Manufacturer and the returned BlackBerry Device becomes Manufacturer's property.

Warranty Exclusions and Limitations. This Limited Warranty does not apply (as determined by Manufacturer):

- (i) to consumable parts of a BlackBerry Device, such as batteries and protective coating designed to diminish over time, unless the damage was caused by a defect in materials or workmanship;
- (ii) to normal wear and tear to a BlackBerry Device;
- (iii) if the BlackBerry Device is opened, modified, or repaired by someone not authorized by Manufacturer ;
- (iv) if the BlackBerry Device serial number, IMEI number, or other identifier has been defaced or removed;
- (v) to a BlackBerry Device where the damage, malfunction or defect is caused by and/or results from:
 - (a) misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect or misapplication;
 - (b) use of the BlackBerry Device in conjunction with accessories, products, services, software, applications, or ancillary or peripheral equipment not expressly approved or provided by Manufacturer specifically for use with YOUR particular model of BlackBerry Device;
 - (c) anything that is not the fault of the BlackBerry Device itself; or

(d) operation or use of the BlackBerry Device outside the applicable installation guide or standard end user documentation prepared and supplied by BlackBerry;

(vi) to damage to the surface of the BlackBerry Device, including but not limited to cracks, dents, or scratches;

(vii) any equipment, tablets, or other hardware other than the BlackBerry Device as defined in this Limited Warranty - for example, it does not apply to any external SIM card provided with YOUR purchase or to anything that is not BlackBerry branded and manufactured by or on behalf of Manufacturer; or

(viii) if YOU are unable to provide proof of purchase evidencing that YOU are the original purchaser of the BlackBerry Device and the date and place of original purchase.

This Limited Warranty is a hardware only warranty that is limited to the BlackBerry Device and does not cover any software shipped, pre-loaded, or distributed by Manufacturer or any third party, even if the software is packaged or sold with the BlackBerry Device, or available for the BlackBerry Device at a later time. Software licence agreements apply to YOUR use of software associated with the BlackBerry Device. The software licence for Manufacturer proprietary software shipped with the BlackBerry Device is described in the applicable Manufacturer software license agreement.

Backup Your Data. YOU should regularly backup YOUR BlackBerry Device data, software, applications and information as a safeguard against possible operational issues including prior to the return of the BlackBerry Device. Data backup is YOUR responsibility and is not the responsibility of Manufacturer, the retailer through whom You purchased the BlackBerry Device, or the authorized service providers through whom YOU received servicing, repair or replacement of the BlackBerry Device including, without limitation, data lost or damaged through the use of synchronization software. PLEASE REMOVE ANY PERIPHERALS OR MEMORY AND/OR ANY PERSONAL OR CONFIDENTIAL INFORMATION PRIOR TO RETURNING YOUR BLACKBERRY DEVICE. DURING THE SERVICING, REPAIR OR REPLACEMENT CONTENT ON YOUR BLACKBERRY DEVICE MAY BE DELETED AND/OR REFORMATTED OR CONFIGURED AS ORIGINALLY PURCHASED (SUBJECT TO THEN CURRENT UPDATES AND UPGRADES OF SOFTWARE) AND ANY PERIPHERALS OR MEMORY REMOVED AND NOT RETURNED TO YOU. For clarity, this Limited Warranty does not cover the backup, recovery or reinstallation of YOUR data, software or applications to the BlackBerry Device.

How to Return Your BlackBerry Device. This Limited Warranty is provided to YOU by Manufacturer to determine if YOUR BlackBerry Device requires warranty service and to receive instructions on how to return YOUR BlackBerry Device, please contact the applicable Warranty Contact for the particular BlackBerry Device described in the table under Manufacturer Warranty Coverage above.

When contacting Manufacturer or a Manufacturer authorized service provider via telephone charges may apply. YOU may be required to assist in diagnosing any problem with YOUR BlackBerry Device and/or provide proof of purchase evidencing that YOU are the original purchaser of the BlackBerry Device and the date and place of original purchase. Warranty service options, response times and charges (if applicable) may differ by country. **IF YOUR BLACKBERRY DEVICE IS RETURNED DURING THE WARRANTY PERIOD, BUT YOUR BLACKBERRY DEVICE IS NOT COVERED UNDER THIS LIMITED WARRANTY, TERMS AND CHARGES MAY APPLY FOR ANY REPAIR OR PROCESSING PERFORMED.** IF YOU DO NOT LIVE IN THE COUNTRY WHERE THE BLACKBERRY DEVICE WAS ORIGINALLY SOLD TO YOU THEN:

(A) WARRANTY REPAIR OR SERVICE MAY NOT BE POSSIBLE;

(B) YOU MAY BE REQUIRED TO AGREE TO TERMS AND/OR TO PAY CERTAIN COSTS (INCLUDING, BUT NOT LIMITED TO, SHIPPING AND HANDLING COSTS); AND

(C) THE WARRANTY REPAIR OR SERVICE, IF POSSIBLE, MAY TAKE LONGER THAN NORMAL TO COMPLETE.

Exclusive Remedies. EXCEPT TO THE EXTENT THAT MANUFACTURER IS EXPRESSLY PROHIBITED BY LAW (INCLUDING IF YOU HAVE CONSUMER RIGHTS IN ADDITION TO THIS LIMITED WARRANTY) FROM LIMITING OR EXCLUDING YOUR REMEDIES IN RELATION TO YOUR BLACKBERRY DEVICE, THIS LIMITED WARRANTY SETS OUT YOUR EXCLUSIVE REMEDIES FOR YOUR BLACKBERRY DEVICE AND ANY OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND SHALL NOT APPLY OR HAVE ANY EFFECT.

Limitation of Liability. EXCEPT TO THE EXTENT THAT MANUFACTURER IS EXPRESSLY PROHIBITED BY LAW (INCLUDING IF YOU HAVE

CONSUMER RIGHTS IN ADDITION TO THIS LIMITED WARRANTY)OR IF A COUNTRY, STATE OR PROVINCE YOU LIVE IN DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN NO EVENT SHALL MANUFACTURER OR ANYONE ACTING ON BEHALF OF OR WITH MANUFACTURER (INCLUDING, WITHOUT LIMITATION, IN RELATION TO THE MANUFACTURE, SUPPLY, DISTRIBUTION, SALE, REPAIR OR RETURN OF THE BLACKBERRY DEVICE) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF INFORMATION (INCLUDING DATA), OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE BLACKBERRY DEVICE, EVEN IF MANUFACTURER OR ANYONE ACTING ON BEHALF OF OR WITH MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM IN TORT, CONTRACT, ON THE WARRANTY, OR UNDER ANY OTHER LEGAL THEORY. THE LIABILITY OF MANUFACTURER AND ANYONE ACTING ON BEHALF OF OR WITH MANUFACTURER TO YOU FOR LOSS OR DAMAGE ARISING UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED IN AGGREGATE THE NET PURCHASE PRICE YOU PAID FOR THE BLACKBERRY DEVICE OR THE COST OF REPLACING THE AFFECTED BLACKBERRY DEVICE, WHICHEVER IS GREATER. The foregoing shall not in any way restrict any liability in relation to death or bodily injury or statutory liability for intentional and gross negligent acts or omissions.

Governing Law. THE LAWS OF THE COUNTRY, STATE, PROVINCE OR JURISDICTION AS PROVIDED IN THIS PARAGRAPH SHALL GOVERN:

(A) THIS LIMITED WARRANTY AND THE INTERPRETATION, ANY BREACH AND THE VALIDITY OF THIS LIMITED WARRANTY, AND

(B) ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW AND EQUITABLE CLAIMS) BETWEEN YOU AND MANUFACTURER ARISING FROM OR RELATING TO THIS LIMITED WARRANTY.

THE APPLICABLE LAWS OF THE COUNTRY AS SET FORTH IN THE TABLE BELOW SHALL APPLY BASED UPON WHERE YOU ARE DOMICILED AND EXCLUDE ANY BODY OF LAW GOVERNING CONFLICTS OF LAW.

DISPUTE RESOLUTION/ARBITRATION. ANY DISAGREEMENT OR DISPUTE ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF ARBITRATION IN THE TABLE BELOW BASED UPON WHERE YOU ARE DOMICILED: (I) THE PLACE OF ARBITRATION SHALL BE THE ARBITRATION LOCATION AND THE ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE; (II) THE NUMBER OF ARBITRATORS SHALL BE THREE (3); AND (III) THE ARBITRATOR SHALL BE APPOINTED IN ACCORDANCE WITH THE SAID ARBITRATION RULES. ALL MATTERS RELATING TO ANY ARBITRATION UNDER THIS LIMITED WARRANTY SHALL BE HELD IN STRICTEST CONFIDENCE TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW. NO DISPUTE BETWEEN THE PARTIES, OR INVOLVING ANY PERSON BUT YOU, MAY BE JOINED OR COMBINED TOGETHER, WITHOUT THE PRIOR WRITTEN CONSENT OF MANUFACTURER.

If YOU are domiciled in Europe, Middle East, or Africa, this Limited Warranty shall be governed by the laws of England and Wales and You consent to arbitration located in London, England in accordance with the London Court of International Arbitration Rules. If YOU are domiciled in Asia, this Limited Warranty shall be governed by the laws of Hong Kong and You consent to arbitration located in Hong Kong in accordance with the Rules of Hong Kong International Arbitration Centre. If YOU are domiciled in North America or South America, this Limited Warranty shall be governed by the laws of New York and You consent to arbitration located in New York, NY, USA in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Privacy. Customer information received by Manufacturer will be used, processed, transmitted, and disclosed in accordance with Manufacturer's Privacy Policy (Available at <http://www.blackberrymobile.com/privacy-policy/>) in order to perform the warranty services described in this Limited Warranty. This may include obtaining YOUR information and the BlackBerry Device from service providers, retailers, resellers and distributors involved in the chain of custody of the BlackBerry Device upon which warranty services are performed, and transferring YOUR information and the BlackBerry Device to Manufacturer subsidiaries and affiliates or Manufacturer service providers.

Miscellaneous. If there is any conflict between this Limited Warranty and any other warranty provided to YOU including, without limitation, in the packaging of the BlackBerry Device, the provisions of this Limited Warranty shall be applied by Manufacturer to the extent of such conflict. If any term, provision or sub-section of this Limited Warranty is held to be void, illegal or unenforceable,

the validity or enforceability of the remainder of such term, provision or subsection and this Limited Warranty will not be affected.

Manufacturer: TCL Communication Ltd.