

REVLRY

SECOND YEAR LIMITED WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. T-MOBILE DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, T-MOBILE LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT T-MOBILE'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

What is covered by this warranty?

This is a one-year limited warranty for the T-Mobile® **REVLRY™** smartphone ("REVLRY Device") against manufacturing defects which is subject to each of the limitations and other provisions contained in this limited warranty.

The limited warranty for the REVLRY Device extends for one year (the "Limited Warranty Period"), beginning one year from the date the original purchaser/end user ("Customer") purchased the REVLRY Device, as indicated by Customer's proof of purchase, from T-Mobile, a T-Mobile dealer or other T-Mobile authorized retailer.

This limited warranty may not be assigned or transferred to any subsequent purchaser or end user. Only Customer, and no other person or entity, shall be entitled to enforce this limited warranty.

The manufacturer of the REVLRY Device provides a limited one-year warranty subject to certain limitations ("Manufacturer's Warranty"). The Manufacturer's Warranty extends for one year beginning from the date the Customer purchases the REVLRY Device, as indicated by Customer's proof of purchase, from T-Mobile, a T-Mobile dealer or other T-Mobile authorized retailer. For additional details about the REVLRY Device's Manufacturer's Warranty, contact the manufacturer at [link](#).

What is not covered by this warranty?

This limited warranty does not cover consumable parts (such as batteries or protective coatings that are designed to diminish over time), unless failure has occurred due to a defect in materials or workmanship. This limited warranty also does not include normal wear and tear or defect or damage that is caused by or is the result of: improper operation, abnormal use or conditions, improper storage, exposure to moisture or dampness (including contact with water, rain, extreme humidity or heavy perspiration), extreme heat, food, unauthorized modifications, connections, or repair, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product, alteration, improper installation, or other acts which are not the fault of T-Mobile.

How to obtain warranty service?

If you experience any problem with your REVLRY Device prior to the expiration of this limited warranty, contact T-Mobile Customer Care at 1-800-937-8997 or visit a T-Mobile retail store to notify T-Mobile of the problem. You must provide all information requested by T-Mobile's Customer Care representatives, including Customer's name, address, telephone number, and proof of purchase. You may also be asked additional questions about the condition of your REVLRY Device to determine whether your REVLRY Device is covered by the limited warranty. In the event we need to inspect your REVLRY Device, T-Mobile may provide you with a replacement device, and may ask you to either visit a T-Mobile

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store or mail your REVVLRY Device to the address provided by the Customer Care representative; however, because it may not be clear if your REVVLRY Device is covered under the limited warranty until inspection, you must agree to be charged an out of warranty fee. This out of warranty fee will only be charged to your account if, after inspection, it is determined that your REVVLRY Device is not covered under the limited warranty. You may be charged a non-return fee if we do not receive your REVVLRY Device within the time period specified. If you fail to notify T-Mobile of any problems with your REVVLRY Device during the Limited Warranty Period, or if you fail to follow the instructions provided by T-Mobile, your REVVLRY Device may not be covered under this limited warranty.

Customer's Obligations. Before you submit your REVVLRY Device for warranty service, you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect, and disable all security passwords. FOLLOWING WARRANTY SERVICE, YOUR ORIGINAL REVVLRY DEVICE WILL NOT BE RETURNED TO YOU. YOU ARE SOLELY RESPONSIBLE FOR DOWNLOADING, BACKING UP AND REINSTALLING ANY AND ALL SOFTWARE, DATA OR OTHER INFORMATION CONTAINED ON YOUR ORIGINAL REVVLRY DEVICE.

T-Mobile's Obligations. If it is determined that your REVVLRY Device is covered by the limited warranty, T-Mobile may, at its option, replace or refund the REVVLRY Device. If your REVVLRY Device is replaced, T-Mobile may choose to replace it with a functionally equivalent reconditioned, refurbished or pre-owned device. If T-Mobile chooses to repair a covered REVVLRY Device, it may repair with substitute parts, of like kind, quality and functionality, that have been reconditioned, refurbished, or may contain non-original manufacturer parts. T-Mobile will not charge Customer for any repair or replacement of a REVVLRY Device covered under the limited warranty, but may charge Customer a processing or administration fee (if the warranty is performed in-store) or T-Mobile may charge Customer a shipping fee, where required. T-Mobile will pay for labor charges incurred by T-Mobile in repairing or replacing the defective parts covered by the limited warranty. Customer will be responsible for any and all charges for repair or replacement of the REVVLRY Device or any parts thereof that are not covered by the limited warranty.

Limitation of Liability

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, T-MOBILE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE REVVLRY DEVICE OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE REVVLRY DEVICE. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. T-MOBILE DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY REVVLRY DEVICE UNDER THIS WARRANTY OR REPLACE THE REVVLRY DEVICE WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE REVVLRY DEVICE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

No T-Mobile dealer, authorized retailer, reseller, agent, or employee is authorized to make any modification, extension, or addition to this limited warranty. If any term is held to be illegal or unenforceable, the legality

or enforceability of the remaining terms shall not be affected or impaired. This limited warranty is governed by and construed under the laws of the state or jurisdiction in which your billing address in our records is located. T-Mobile USA, Inc. or its successor in title is the warrantor under this limited warranty.

Warranty Inquiries

Questions concerning this limited warranty may be directed to: T-Mobile Customer Relations PO Box 3780 Albuquerque, NM, 87176-3780. T-Mobile does not accept returns at this address.