

## SCHOK ONE YEAR LIMITED WARRANTY

All Schok products are manufactured with the best quality standards to offer trouble-free operation. In the event that this unit is not working correctly or is defective in workmanship or materials and you are the first purchaser, we will repair or replace it (at our option) free of charge from the original date of purchase, for up to 12 months.

Before sending your device to our service center, we strongly recommend that you perform a full backup of all your data (contact information, pictures, ringtones, or any other data). In addition, if your device has a micro SD-card, please remove, and store the card for installation when the device is returned. Schok is not responsible for and does not guarantee restoration of any third-party software, personal information or memory data contained in, stored on, or integrated with any wireless device, whether under warranty or not.

Repairs made by Schok or its authorized Service Providers under this Limited Warranty (“Warranty Service”) are covered for the balance of the original Warranty Period. This Limited Warranty covers only a purchase of new Products from Schok or an authorized reseller or authorized distributor of Schok Products, which are accompanied in-box by this written Limited Warranty. This Limited Warranty is personal to you and not transferable. No retailer or other third party is authorized to make any representations on behalf of Schok or to modify this Limited Warranty.

For easier and faster warranty service, please send an e-mail to [support@schokgear.com](mailto:support@schokgear.com) or call our toll-free number 1-888-48-SCHOK. A customer service representative will explain in detail the steps to follow. If the product is still in warranty, Schok will be happy to repair or replace your unit free of charge. If the owner wants to return the defective product to the store, this must be done within the first 10 days of the date of purchase, presenting the original receipt, the product in its original box, and all its accessories.

Before you send an email or call the help desk, please read this warranty policy in detail. If the product has been sold through a non-official store, reseller, or country outside the United States of America or has been damaged by an accident, such water ingestion, accidental drop, failure to follow the device instruction manual, acts of God, or has been tampered with, misused, or repaired by any unauthorized personnel, this warranty policy will be void.

Any implied warranties, obligations, or liabilities, including but not limited to the implied warranty of merchantability and fitness for a particular purpose, shall be limited in duration to the 12-Month duration of this written, limited warranty policy. Limitations may vary from state to state.

In no event will Schok be liable for any special, incidental, or consequential damages for breach of this or any other warranty, express or implied. (Some states do not allow the exclusion or limitation of special, incidental, or consequential damages, so the above limitation may not apply to you.) This warranty gives you specific legal rights. Additional rights may vary from state to state.

## WHAT IS NOT COVERED?

This Limited Warranty does not cover the following unless they occurred because of a defect in materials or workmanship:

- (a) Standard wear and tear due to the normal aging of the Product, including parts that are expected to deteriorate over time, such as batteries, lens liners, or protective coatings.
- (b) Cosmetic damage, including scratches, dents, and cracks to the Products.
- (c) Damage caused by the use of non-Schok manufactured or approved products, accessories or software.
- (d) Damage caused beyond the reasonable control of Schok, including operating a Product outside its permitted or intended uses as defined in the Products' User Manual, Quick Start Guide, Online Tutorials, and other documentation provided to you, and/or damage caused by (i) accident, abuse, misuse; (ii) improper care and handling (e.g. subjecting the Product to extreme temperatures), abuse or neglect (e.g. broken or bent connectors, ports, or SIM/SD card slots); impact damage; (iii) contact with liquids, water, rain, extreme humidity, unusually heavy perspiration or other moisture; sand, food, dirt or similar substances (except for Products sold as resistant to such substances), but then only to the extent the damage was not caused by incorrectly securing the phone's protective elements (e.g. failing to properly close a seal), or such protective elements are damaged or missing (e.g. a cracked back cover), or subjecting a Product to conditions beyond its stated specifications or limits; or (iv) flood, fire, earthquake, tornado or other acts of God not within Schok's reasonable control.
- (e) Unauthorized service. Defects or damage resulting from someone other than Schok or a Schok authorized service center servicing, testing, adjusting, installing, maintaining, altering, or tampering with the Products.

- (f) Products that have been modified in any manner without the written permission of Schok, including Products (i) with serial numbers or other manufacturer codes that have been removed, altered or obliterated; (ii) with mismatched or duplicated serial numbers; (iii) with broken seals or other evidence of tampering; or (iv) which have been modified to alter functionality or capability, or show evidence of attempts to modify them.

**WARNING AGAINST UNLOCKING THE BOOTLOADER OR ALTERING A PRODUCT'S OPERATING SYSTEM SOFTWARE: ALTERING A PRODUCT'S OPERATING SYSTEM, WHICH INCLUDES UNLOCKING THE BOOTLOADER, ROOTING A DEVICE OR RUNNING ANY OPERATING SOFTWARE OTHER THAN THE APPROVED VERSIONS ISSUED BY SCHOK AND ITS PARTNERS FOR YOUR SPECIFIC DEVICE MAY PERMANENTLY DAMAGE YOUR PRODUCT, CAUSE IT TO BE UNSAFE AND/OR MALFUNCTION AND ANY DAMAGE THAT IS CAUSED THEREFROM WILL, UNLESS OTHERWISE STATED BY SCHOK, NOT BE COVERED BY THIS LIMITED WARRANTY.**

**IMPORTANT: IT IS ILLEGAL TO USE THIS PRODUCT IF IT CEASES TO COMPLY WITH THE GOVERNMENT AUTHORIZATIONS THAT APPROVED ITS RELEASE. THEREFORE, YOU MUST NOT MAKE CHANGES TO THE PRODUCT AFFECTING ITS EMISSION, MODULATION, TRANSMISSION CHARACTERISTICS, INCLUDING POWER LEVELS, OPERATING FREQUENCIES AND BANDWIDTHS, SAR LEVELS, DUTY- CYCLE, TRANSMISSION MODES AND THE INTENDED METHOD OF USE OF THE PRODUCT.**

- (g) 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.
- (h) Software, either embedded in, downloaded to, or accompanied with the Products.

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, SCHOK SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ALL WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND SCHOK 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. 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 SCHOK IN ITS SOLE DISCRETION SHALL BE THE EXCLUSIVE REMEDY OF THE CONSUMER. NO ORAL OR WRITTEN REPRESENTATIONS MADE BY SCHOK 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, SCHOK SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY, 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 SCHOK 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 OR SERVICES PROVIDED UNDER THIS LIMITED WARRANTY. BY MAKING A CLAIM UNDER THIS LIMITED WARRANTY YOU ACKNOWLEDGE THAT YOU UNDERSTAND THE ABOVE DISCLAIMERS OF LIABILITY.

IN NO EVENT WILL SCHOK BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS, SAVINGS, DATA OR RECORDS) RELATED TO THIS PRODUCT. EXCEPT AS STATED HEREIN, NO OTHER WARRANTIES SHALL APPLY.

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.

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