

Warranty

My Solid Technologies and Devices Corp. (MyPhone) certifies that this Product is free from defects or damage in material, design, or workmanship upon purchase. However, should there be damage or defect on the unit or some of its functions or parts even under normal use, MyPhone guarantees that within the Product's warranty period, MyPhone or an authorized Service Center, within a commercially reasonable time, will attend to the concerns in materials, design, and workmanship free of charge by repairing. Moreover, should MyPhone in its absolute discretion deem it necessary, will replace the Product in accordance with the terms and conditions stated herein.

TERMS AND CONDITIONS

1) The Product may be replaced or repaired depending on issue/s or damage/s, and may consist of various parts which are covered by different warranty periods (hereinafter "warranty period"). The different warranty periods are:

- a) Twelve (12) months for the mobile device;
- b) Three (3) months for the following consumable parts and accessories: batteries, chargers, headsets and cables; and
- c) Seven (7) days for LCD's with dead pixel/s and the media on which any software is provided (e.g CD-ROM or Memory Card)

The warranty period starts from the receipt of the product.

As far as national laws permit, the Warranty Period will not be extended, renewed, or honored following a resale, repair, or replacement of the Product parts by a third party. However, repaired part(s) will be warranted for the remainder of the original Warranty Period or for ninety (90) days from the date of repair, whichever is longer.

- 2) When making a warranty claim, device owners must present: a) the Product (or its damaged or defective part/s), b) the legible and unmodified original Proof of Purchase which clearly indicates the name and address of the seller, the date and place of purchase, the Product type, and the IMEI or other serial number. This warranty is non-transferable, and is rendered invalid should the IMEI label of the unit be removed or altered.

Repairs during warranty period shall be on a "Carry In" basis, in which the purchaser shall bring the Product to the nearest authorized service center. The warranty does not cover cost of transportation from end-user's origin or residence to the MyPhone service center.

- 3) The warranty is not applicable to cases other than defects in material, design and workmanship.

The warranty does not cover the following:

- a) User manuals or any third party software, settings, content, data or links downloaded in the Product. MyPhone does not guarantee that the software will work in combination with any hardware or software applications provided by a third party.
- b) Normal wear and tear of parts (including but not limited to casing, main lens, camera lenses, touch screen or covers), transport costs, defects caused by rough handling (including but not limited to defects caused by sharp items, by bending, compressing or dropping, etc.), defects or damage caused by misuse of the Product, including use that is contrary to the instructions provided by MyPhone (e.g. as specified in the Product's user guide) and/or other acts beyond the reasonable control of MyPhone.
- c) Defects or alleged defects caused by the fact that the Product was used with, or connected to, a Product, accessories, software and/or service not manufactured, supplied or authorized by MyPhone or was used otherwise than for its intended use.
- d) Defects or alleged defects caused by any software modification such as Open line, Rooting, ROM Customization or Re-Flash done by an unauthorized third party.
- e) The Product that has been opened, modified or repaired by anyone other than an authorized service center, if it is repaired using unauthorized spare parts or if the Product's serial number, the mobile accessory date code or the IMEI number has been removed, erased, defaced, altered or illegible in any way, which shall be determined in the sole discretion of MyPhone.

- a) The Product that has been exposed to moisture, to dampness or to extreme thermal or environmental conditions or to rapid changes in such conditions, to corrosion, to oxidation, to spillage of food or liquid or influence from chemical Products.

DISCLAIMER:

MyPhone shall not be liable for the loss of any saved or stored data in Products that are either repaired or replaced. Product specifications may change without prior notice.