

Warranty

Your device has been designed to provide you with reliable, worry-free service. If for any reason you have a problem with your equipment, please refer to the manufacturer's warranty in this section.

Limited Warranty Statement

ARBITRATION NOTICE: THIS LIMITED WARRANTY CONTAINS AN ARBITRATION PROVISION THAT REQUIRES YOU AND LG TO RESOLVE DISPUTES BY BINDING ARBITRATION INSTEAD OF IN COURT, UNLESS YOU CHOOSE TO OPT OUT. IN ARBITRATION, CLASS ACTIONS AND JURY TRIALS ARE NOT PERMITTED. PLEASE SEE THE SECTION TITLED "PROCEDURE FOR RESOLVING DISPUTES" BELOW.

Warranty Laws

The following laws govern warranties that arise in retail sales of consumer goods:

- The California Song-Beverly Consumer Warranty Act [CC §§1790 et seq],
- The California Uniform Commercial Code, Division Two [Com C §§2101 et seq], and
- The federal Magnuson-Moss Warranty Federal Trade Commission Improvement Act [15 USC §§2301 et seq; 16 CFR Parts 701– 703]. A typical Magnuson-Moss Act warranty is a written promise that the product is free of defects or a written promise to refund, repair, or replace defective goods. [See 15 USC §2301(6).] Remedies include damages for failing to honor a written warranty or service contract or for violating disclosure provisions. [See 15 USC §2310(d).] Except for some labeling and disclosure requirements, the federal Act does not preempt state law. [See 15 USC §2311.]

1. WHAT THIS WARRANTY COVERS:

LG offers you a limited warranty that the enclosed subscriber unit and its enclosed accessories will be free from defects in material and workmanship, according to the following terms and conditions:

- (1) The limited warranty for the product extends for TWELVE (12) MONTHS beginning on the date of purchase of the product with valid proof of purchase, or absent valid proof of purchase, FIFTEEN (15) MONTHS from date of manufacture as determined by the unit's manufacture date code.
- (2) The limited warranty extends only to the original purchaser of the product and is not assignable or transferable to any subsequent purchaser/end user.
- (3) This warranty is good only to the original purchaser of the product during the warranty period as long as it is in the U.S., including Alaska, Hawaii, U.S. Territories and Canada.
- (4) The external housing and cosmetic parts shall be free of defects at the time of shipment and, therefore, shall not be covered under these limited warranty terms.
- (5) Upon request from LG, the consumer must provide information to reasonably prove the date of purchase.
- (6) The customer shall bear the cost of shipping the product to the Customer Service Department of LG. LG shall bear the cost of shipping the product back to the consumer after the completion of service under this limited warranty.

2. WHAT THIS WARRANTY DOES NOT COVER:

- (1) Defects or damages resulting from use of the product in other than its normal and customary manner.

- (2) Defects or damages from abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of LG, including damage caused by shipping, blown fuses, spills of food or liquid.
- (3) Breakage or damage to antennas unless caused directly by defects in material or workmanship.
- (4) That the Customer Service Department at LG was not notified by consumer of the alleged defect or malfunction of the product during the applicable limited warranty period.
- (5) Products which have had the serial number removed or made illegible.
- (6) This limited warranty is in lieu of all other warranties, express or implied either in fact or by operations of law, statutory or otherwise, including, but not limited to any implied warranty of marketability or fitness for a particular use.
- (7) Damage resulting from use of non LG approved accessories.
- (8) All plastic surfaces and all other externally exposed parts that are scratched or damaged due to normal customer use.
- (9) Products operated outside published maximum ratings.
- (10) Products used or obtained in a rental program.
- (11) Consumables (such as fuses).

3. WHAT LG WILL DO:

LG will, at its sole option, either repair, replace or refund the purchase price of any unit that is covered under this limited warranty. LG may choose at its option to use functionally equivalent re-conditioned, refurbished or new units or parts or any units. In addition, LG will not re-install or back-up any data, applications or software that you have added to your device. It is therefore recommended that you back-up any such data or information prior to sending the unit to LG to avoid the permanent loss of such information.

4. STATE LAW RIGHTS:

No other express warranty is applicable to this product. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MARKETABILITY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY HEREIN. LG SHALL NOT BE LIABLE FOR THE LOSS OF THE USE OF THE PRODUCT, INCONVENIENCE, LOSS OR ANY OTHER DAMAGES, DIRECT OR CONSEQUENTIAL, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THIS PRODUCT OR FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MARKETABILITY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THIS PRODUCT.

Some states do not allow the exclusive limitation of incidental or consequential damages or limitations on how long an implied warranty lasts; so these limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

5. HOW TO GET WARRANTY SERVICE:

To obtain warranty service, please call or fax to the following telephone numbers from anywhere in the continental United States:

Tel. 1-800-793-8896 or Fax. 1-800-448-4026

Or visit **<http://www.lg.com/us/support>**.

Correspondence may also be mailed to:

LG Electronics Service- Mobile Handsets, P.O.
Box 240007, Huntsville, AL 35824

DO NOT RETURN YOUR PRODUCT TO THE ABOVE ADDRESS. Please call or write for the location of the LG authorized service center nearest you and for the procedures for obtaining warranty claims.

PROCEDURE FOR RESOLVING DISPUTES:

ALL DISPUTES BETWEEN YOU AND LG ARISING OUT OF OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY OR THE PRODUCT SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION, AND NOT IN A COURT OF GENERAL JURISDICTION. BINDING ARBITRATION MEANS THAT YOU AND LG ARE EACH WAIVING THE RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS ACTION.

Definitions. For the purposes of this section, references to “LG” mean LG Electronics MobileComm U.S.A., Inc., its parents, subsidiaries and affiliates, and each of their officers, directors, employees, agents, beneficiaries, predecessors in interest, successors, assigns and suppliers; references to “dispute” or “claim” shall include any dispute, claim or controversy of any kind whatsoever (whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation or any other legal or equitable theory) arising out of or relating in any way to the sale, condition or performance of the product or this Limited Warranty.

Agreement to Binding Arbitration and Class Action Waiver. You and LG agree to resolve any claims between us only by binding arbitration on an individual basis, unless you opt out as provided below. Any dispute between you and LG shall not be combined or consolidated with a dispute involving any other person’s or entity’s product or claim. More specifically, without limitation of the foregoing, any dispute between you and LG shall not under any circumstances proceed as part of a class or representative action. Instead of arbitration, either party may bring an individual action in small claims court, but that small claims court action may not be brought on a class or representative basis.

Arbitration Rules and Procedures. To begin arbitration of a claim, either you or LG must make a written demand for arbitration. The arbitration will be administered by the American Arbitration Association (AAA) and will be conducted before a single arbitrator under the AAA's Consumer Arbitration Rules that are in effect at the time the arbitration is initiated (referred to as the "AAA Rules") and under the procedures set forth in this section. The AAA Rules are available online at www.adr.org/consumer. Send a copy of your written demand for arbitration, as well as a copy of this provision, to the AAA in the manner described in the AAA Rules. You must also send a copy of your written demand to LG at LG Electronics, USA, Inc. Attn: Legal Department-Arbitration 1000 Sylvan Avenue Englewood Cliffs, NJ 07632. If there is a conflict between the AAA Rules and the rules set forth in this section, the rules set forth in this section will govern. This arbitration provision is governed by the Federal Arbitration Act. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision and to the arbitrability of the dispute are for the court to decide. The arbitrator is bound by the terms of this provision.

Governing Law: The law of the state of your residence shall govern this Limited Warranty and any disputes between us except to the extent that such law is preempted by or inconsistent with applicable federal law.

Fees/Costs. You do not need to pay any fee to begin an arbitration. Upon receipt of your written demand for arbitration, LG will promptly pay all arbitration filing fees to the AAA unless you seek more than \$25,000 in damages, in

which case the payment of these fees will be governed by the AAA Rules. Except as otherwise provided for herein, LG will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the AAA Rules and this arbitration provision. If you prevail in the arbitration, LG will pay your reasonable attorneys' fees and expenses to the extent required by applicable law. If the arbitrator finds either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all arbitration fees will be governed by the AAA Rules. In such a situation, you agree to reimburse LG for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Except as otherwise provided for, LG waives any rights it may have to seek attorneys' fees and expenses from you if LG prevails in the arbitration.

Hearings and Location. If your claim is for \$25,000 or less, you may choose to have the arbitration conducted solely on the basis of (1) documents submitted to the arbitrator, (2) through a telephonic hearing, or (3) by an in-person hearing as established by the AAA Rules. If your claim exceeds \$25,000, the right to a hearing will be determined by the AAA Rules. Any in-person arbitration hearings will be held at a location within the federal judicial district in which you reside unless we both agree to another location or we agree to a telephonic arbitration.

Opt Out. You may opt out of this dispute resolution procedure. If you opt out, neither you nor LG can require the other to participate in an arbitration proceeding. To opt out, you must send notice to LG no later than 30 calendar days

from the date of the first consumer purchaser's purchase of the product by either: (i) sending an e-mail to **optout@lge.com**, with the subject line: "Arbitration Opt Out" or (ii) calling **1-800-980-2973**. You must include in the opt out e-mail or provide by telephone: (a) your name and address; (b) the date on which the product was purchased; (c) the product model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable (the IMEI or MEID or Serial Number can be found (i) on the product box; (ii) on a label on the back of the product beneath the battery, if the battery is removable; or (iii) from the settings menu via the following path: **Settings > General > About phone > Status**).

You may only opt out of the dispute resolution procedure in the manner described above (that is, by e-mail or telephone); no other form of notice will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the full benefits of the Limited Warranty. If you keep this product and do not opt out, then you accept all terms and conditions of the arbitration provision described above.