

.MOTO Web Site Terms Of Use

Please read these Terms of Use (“Terms”) carefully before using this web site. If you do not agree to these Terms, then please do not use this site.

Intended Audience/Use

Motorola Trademark Holdings, LLC and/or Motorola Mobility LLC (“Motorola”) provides this web site to you, subject to these Terms. These Terms may be updated by Motorola from time to time without notice to you. Unless otherwise stated, this web site and other Motorola web sites that are linked to this site or affiliated with this site (collectively “the Site”) and all the information, communications, software, scripting, photos, text, video, graphics, music, sounds, images, trademarks, logos, product and program names, slogans, compilations of the foregoing, and other materials and services found on the Site (collectively “Content”), is intended for the lawful use of Motorola’s customers, employees, affiliates, trademark licensees, and members of the general public who are over the age of 18 and residents of the United States. The Site is controlled and operated in whole or in part by Motorola from its offices within the United States. Motorola makes no representation that these materials are appropriate or available for use in other locations. Those who access the Site from other locations do so at their own risk and are responsible for compliance with applicable local laws. You acknowledge that Motorola reserves the right in its sole discretion to refuse or terminate access to the Site by you at any time, and that Motorola will have no liability to you if this Site is discontinued or your ability to access the Site or any Content is terminated.

Acceptance Of Terms

You acknowledge you have read, and agree to be bound by these Terms and to comply with all applicable laws and regulations, including without limitation United States of America (“USA”) export and re-export control laws and regulations regarding the transmission of technical data exported from the USA or the country in which you reside. You further agree to comply with all local laws, regulations and rules, including but not limited to the submission guidelines below, regarding online conduct and acceptable Content. You represent you have the legal authority to accept these Terms on behalf of yourself or any party you represent.

If you do not agree to these Terms, please do not use the Site.

Governing Law

By accessing the Site, you agree that the statutes and laws of the USA and the State of Illinois, USA without regard to conflicts of laws principles, will apply to all matters relating to use of the Site, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in Chicago, Illinois, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

European Regulatory Information

[Learn more about European regulatory information related to Motorola.](#)

Restrictions On Use Of Content

© Copyright 2018 Motorola Trademark Holdings LLC. All Rights Reserved. **The unauthorized copying, displaying or other use of any Content from this site is a violation of the law.** You acknowledge having been advised by Motorola that the Content is protected in the USA and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other proprietary rights laws (collectively, "Rights"). In addition to Motorola's Rights in individual elements of the Content, Motorola or its licensors may own a copyright in the selection, coordination and arrangement of the Content. You are hereby granted permission to access the Content from the Site in whole or in part, solely for your personal, noncommercial use of viewing and browsing through the Site or ordering products or services from the Site. This permission terminates automatically if you breach any of the Terms. If pursuant to an authorization from Motorola, you download software from the Site, the software, including all code, files, images, contained in or generated by the software, and accompanying data (collectively, "Software"), are deemed to be licensed to you by Motorola. Neither title nor intellectual property rights are transferred to you, but remain with Motorola, who owns full and complete title. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the Software to a perceivable form. Motorola does not grant you any permission to use the Content other than the permission expressly stated in these Terms. All other use of Content from the Site, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Site (whether by linking, framing or any other method), or in any other way exploiting any of the Content, in whole or in part, or downloading and using Software repeatedly for uses other than those expressly permitted may not be made without Motorola's prior express written consent. You agree not to download, display or use any Content located on the Site in any manner that is likely to cause confusion among consumers, that disparages or discredits Motorola and/or its licensors or licensees, that dilutes the strength of Motorola's or its licensor's property, or that otherwise infringes Motorola's or its licensors' Rights. You further agree to in no other way misuse any Content that appears on this Site.

U.S. Copyright Infringement Notification Procedure

To file a copyright infringement notification with Motorola, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the United States Digital Millennium Copyright Act (DMCA) for more information on these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity which you are requesting be removed or access to which be disabled, and information reasonably sufficient to permit Motorola to locate the material. Please provide a URL to the material that is claimed to be infringing as that will allow Motorola to locate the content.
- Information reasonably sufficient to permit Motorola to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints Attn: Copyright Complaint Process —

Motorola Mobility LLC

600 N. U.S. Highway 45, MD: W4-35M

Libertyville, Illinois 60048

USA

Email: copyright@motorola.com

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Trademarks And Service Marks

There are a number of proprietary logos, service marks, trademarks, slogans and product designations found on this Site. By making them available on this Site, Motorola is not granting you a license to use them in any fashion. Access to this Site does not confer upon you any license under any of Motorola's or any third party's intellectual property rights. MOTOROLA and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC. All other product and service names are the property of their respective owners. © 2018 Motorola Mobility LLC.

No Motorola trademark or service mark may be used as a hyperlink without Motorola's prior written permission.

Intellectual Property Licenses

For products containing MPEG-4 video functionality, please note such products are licensed under the MPEG-4 Visual Patent Portfolio License for the personal and non-commercial use of a consumer for encoding video in compliance with the MPEG-4 video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed by MPEG LA to provide MPEG-4 video. No license is granted or shall be implied for any other use. Additional information including that relating to promotional, internal and commercial uses and licensing may be obtained from MPEG LA, LLC. See <http://www.mpegla.com>.

Submission Of Information

Motorola's collection and use of personally identifiable information about you is subject to our [Privacy Statement](#). From time to time on certain areas of our Site you may be able to submit photos, written posts and certain other materials ("User Content"), or you may be able to apply for one or more domain names within the .MOTO top level domain through an approved registrar partner of Motorola, which would entail the collection of certain personally identifiable information about you in connection with the registration of the domain name ("Registration Data"). Any User Content or Registration Data you send to Motorola through the Site will be deemed NOT to be confidential. For any User Content or Registration Data you do send, post or submit you hereby grant Motorola an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute the User Content or Registration Data, and agree that Motorola is free to use any ideas, concepts, know-how or techniques that you send Motorola for any purpose whatsoever without compensation to you or any other person sending the User Content or Registration Data, and you represent and warrant that you own or otherwise control all of the rights to the User Content or Registration Data and that displaying, publishing, or public posting and use of your User Content



or Registration Data by Motorola will not infringe or violate the rights of any third party. Motorola reserves the right, in its sole and absolute discretion, to modify, edit or remove any User Content, or to request a user to modify or edit his or her User Content or Registration Data, if a complaint or notice of allegedly infringing materials is received with respect to the User Content or Registration Data, or for any other reason.

Any User Content posted to Motorola message boards, forums, feedback mechanisms or similar content areas is the sole responsibility of the person supplying the content, and Motorola assumes no responsibility to control such content. Opinions expressed in Motorola message boards, forums, feedback mechanisms and in any corresponding comments are the personal opinions of the original authors, and not necessarily that of Motorola. All messages posted or submitted to message boards, forums or content areas shall be treated as non-confidential information.

Additionally, as a condition of your continued use of the Site, you agree not to: 1) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; 2) harm minors in any way; 3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; 4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content or User Content transmitted through the Site; 5) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); 6) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright, rights of publicity and privacy, or other proprietary rights of any party; 7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, or otherwise use the Site for any commercial purpose not expressly approved by Motorola in writing; 8) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; 9) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; 10) "stalk" or otherwise harass another person or entity; or 11) collect or store personal data about other users. You agree that violation of any of the foregoing will result in your immediate disqualification from use of the Site and may result in additional legal actions being taken by Motorola or other parties.

You agree to indemnify and hold Motorola, its parents, subsidiaries, affiliates, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your use of the Site and/or violation of these Terms, including the above submission policy, or any violations thereof by your dependents or which arises from the use of any content including User Content that you submitted, posted, or otherwise provided to Motorola or this Site.

Accounts, Passwords, And Security

Certain areas of the Site require registration or otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site.

If the Site requires you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by



the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your data, and any loss caused by your failure to do so is your responsibility. During the registration process, you may be asked to enter your name and valid e-mail address and choose a password. It is your responsibility to maintain the confidentiality of your account information.

Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Motorola immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user account login credentials, including username or password, or other information which provides you access to the Site. Motorola is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge, and is not responsible for any delay in shutting down your account after you have reported a breach of security to us.

Links To Third-party Web Sites

This Site may provide links to other third-party web sites. Motorola makes no representations whatsoever about any other web site which you may access through this Site. Because Motorola has no control over such third-party web sites, you acknowledge and agree that Motorola is not responsible for the availability of such external web sites and is not responsible or liable for any content, advertising, products, services or other materials on or available from such web sites. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses, malware and other items of a destructive nature. References on this Site to any names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. Motorola makes no representation or warranty as to any third party content, products or services, and you agree that Motorola shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, products or services available on or through any such third-party web site.

Disclaimer Of Warranty

MOTOROLA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE CONTENT OF THE SITE OR ANY OTHER WEB SITES LINKED TO OR FROM THE SITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PHONE, COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, OR USE OF THIS SITE. THE CONTENT OF THE SITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, MOTOROLA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MOTOROLA SHALL BE DEEMED TO ALTER THIS DISCLAIMER OF WARRANTY, OR TO CREATE ANY WARRANTY.

Limitation Of Liability

MOTOROLA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THIS SITE, ITS CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE FAILURE, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF MOTOROLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, MOTOROLA'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT OR OTHERWISE, ARISING OUT OF YOUR USE OF THIS SITE, ITS CONTENT OR LINKS, SHALL NOT EXCEED THE AMOUNT YOU PAID, IF ANY, BY USING THIS SITE. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SITE AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

These Terms operate to the fullest extent permissible by law.

Revisions

Motorola may modify, suspend, withdraw or discontinue the Content, including but not limited to User Content, in whole or in part, at any time without notice. You agree that Motorola shall not be liable to you or to any third party for any modification, suspension, withdrawal or discontinuance of the Content and User Content. Motorola may at any time revise these Terms by updating this posting. By continuing to use the Site, you agree to be bound by any such revisions and you agree to periodically visit this page to determine the then-current Terms to which you are bound.

Notices

Notices to you may be made via either email or regular mail. Motorola may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Site.

Termination

You agree that Motorola, in its sole discretion, may terminate or restrict your use or access to this Site or any part thereof, including but not limited to User Content, for any reason, including, without limitation, that Motorola believes you have violated or acted inconsistently with the letter or spirit of these Terms, or the terms, conditions, or rules of a sweepstakes, contest, or other promotion contained within the Site.

General Information

These Terms constitute the entire agreement between you and Motorola and govern your use of the Site, superseding any prior agreements between you and Motorola relating to your use of this Site. You may also be subject to additional terms and conditions that may apply when you use purchase products or services, participate in a sweepstakes, contest or other promotion, participate in a Motorola-sponsored Developer Program or service, or use or download Software. If any provision of these Terms is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of



any other provision of the Terms. The failure of Motorola to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. Both you and Motorola acknowledge and agree that no partnership is formed and neither you nor Motorola has the power or the authority to obligate or bind the other. The failure of Motorola to comply with these Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state, provincial/territorial, or local governmental authorities or for any other reason beyond the reasonable control of Motorola shall not be deemed a breach of these Terms. The provisions regarding Content, User Content, Registration Data, representations and warranties, limitations of liability, indemnity, jurisdiction, and the above miscellaneous provisions in these Terms shall survive any termination of this agreement.

Violations

Please report any violations of these Terms to Motorola at <http://motorola.com/feedback>.

Please report any abuse occurring in the .MOTO Top Level Domain (TLD) to the Abuse Contact listed on the NIC.MOTO website.

Address

Motorola Mobility LLC / Motorola Trademark Holdings, LLC
222 West Merchandise Mart Plaza, Suite 1800, Mailstop 16.O.19
Chicago, IL 60654
USA

For phone and e-mail contact information, please [click here](#).

These terms are subject to revision without notice. These terms were last updated on February 10, 2017.

Related Links

- [Motorola Copyright Policy](#)
- [Motorola Privacy Policy](#)
- [Motorola Mobile Devices Experiences Policy](#)
- [Motorola Jelly Bean and Ice Cream Sandwich Device Policy](#)
- [Motorola RAZR and RAZR MAXX Device Policy](#)
- [Motorola Gingerbread Device Policy](#)
- [Motorola.com Terms of Use](#)
- [Motorola.com Terms of Sale](#)
- [Motorola Extended Warranty Policy](#)
- [Motorola Background Check Requirements](#)
- [Motorola .MOTO DNSSEC Practice Statement](#)
- [Motorola .MOTO Domain Name Registration Policy](#)
- [Motorola .MOTO WHOIS Terms of Service](#)
- [Motorola .MOTO WHOIS Lookup Service](#)
- [Motorola .MOTO Supplemental Centralized Zone Data Access Policy](#)