

Qualcomm® Toq™ **smartwatch**

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I. Safety and Regulatory Instructions

1. Qualcomm Toq Smartwatch

1.1 General

ONLY QUALCOMM® TOQ™ DEVICES SHOULD BE PLACED ONTO THE QUALCOMM TOQ WIRELESS CHARGING PLATFORM. ONLY QUALCOMM TOQ DEVICES CAN BE CHARGED BY THE WIRELESS CHARGING PLATFORM.

WARNINGS:

1. READ ALL INSTRUCTIONS IN THIS MANUAL BEFORE USING THE DEVICE.
2. Contains small parts, which may be a choking hazard. Not suitable for children under age 3.
3. This Qualcomm Toq Wireless Charging Platform is for indoor use only and should be kept away from water or chemical contact.
4. This Qualcomm Toq Wireless Charging Platform is an Information Technology device and is intended for personal household use only. Do not install or use the device in locations that may expose the it to ignitable or flammable gases or liquids.
5. Do not expose the device to temperatures below 0 degrees C / 32 degrees F or above 45 degrees C / 113 degrees F.
6. Plug the AC adapter only into a power source in accordance with the input voltage ratings marked on the device.
7. Do not operate the Qualcomm Toq Wireless Charging Platform with a damaged plug, or after the product malfunctions or is dropped or damaged in any manner. Avoid dropping the device.
8. Do not place any objects or materials other than the ear piece and the smartwatch on the Qualcomm Toq Wireless Charging Platform as they may become damaged or hot to the touch. Use caution when handling objects or materials that have been improperly placed onto the wireless charging platform.
9. Credit cards, transportation system access cards, building access cards, and employee identification cards (which often are kept in one's wallet) should not be placed on the Qualcomm Toq Wireless Charging Platform. In addition, any card or other item containing a Radio-Frequency Identification (RFID) chip should not be placed on the Qualcomm Toq Wireless Charging Platform. If any such card or item is placed on the Qualcomm Toq Wireless Charging Platform while a Qualcomm Toq-enabled device is being charged, the card or item may become damaged and may need to be replaced. If you are uncertain whether a particular card or item contains a RFID chip, please contact the manufacturer or provider of that item.
10. Any changes made to the Qualcomm Toq Smartwatch, Wireless Charging Platform, or Headsets (if included) will void the device's warranty.
11. SAVE THESE INSTRUCTIONS.

1.2 Lithium Ion Battery

CAUTION: The Qualcomm Toq Smartwatch and Headsets (if included) contain Lithium-ion batteries. Observe the following warnings when handling them.

- DO NOT USE THIS PRODUCT IF THE BATTERY IS OPENED, LEAKING, OR DAMAGED IN ANY WAY.

2 SAFETY AND REGULATORY INSTRUCTIONS

- Fire, Explosion, and Severe Burn Hazard. Do Not Crush, Disassemble, Heat Above 45°C/113°F, or Incinerate.
- In case of fire, use CO2 or dry chemical extinguishers to put out the fire.
- Under normal condition of use, chemicals are contained in sealed assemblies. Risk of exposure may occur if the battery is not properly maintained. Contents of an opened battery can cause respiratory/skin/eye irritation. In the event physical damage to battery cells results in leakage of chemical contents, individuals coming in contact with those chemicals should follow these steps:
 - Eye contact: DO NOT RUB EYES. Immediately flush the eyes with plenty of clean water for at least 15 minutes. Seek immediate medical treatment.
 - Skin contact: Wash the contact areas thoroughly with water and soap. Seek medical treatment if necessary.
 - Inhalation: Move to fresh air immediately. Seek medical treatment if necessary.

1.3 Aircraft, Hospitals

CAUTION: The Qualcomm Toq Smartwatch must be placed in airplane mode and headsets turned off (if included) in airplanes, hospitals or other public locations where handheld wireless and other electronic devices are prohibited.

1.4 Driving Precautions

Responsible, safe driving is your responsibility when operating a vehicle. Using a mobile device or accessory for a call or other application such as email or texting while driving may cause distraction and could result in death or injury to you or others. Using a mobile device or accessory may be prohibited or restricted in certain areas; always obey the laws and regulations on the use of these products.

While driving, Never:

- Type or read texts.
- Enter or review written data.
- Search the Internet.
- Input navigation information.
- Perform any other functions that divert your attention from driving.

While driving, Always:

- Keep your eyes on the road.
- Use voice activated features, such as voice dial.
- Obey all local laws and regulations for the use of mobile devices and accessories in the vehicle.
- End your call or other task if you cannot concentrate on driving.

1.5 Medical Devices

Pacemakers

The Health Industry Manufacturers Association recommends that a minimum separation of 6 inches (15 centimeters) be maintained between a handheld wireless device and a pacemaker.

Persons with pacemakers should:

- Always keep the Qualcomm Toq Smartwatch and Headsets (if included) more than 6 inches (15 centimeters) from your pacemaker.

- Do not carry the Qualcomm Toq Smartwatch or headsets (if included) in your breast pocket.
- Place Qualcomm Toq Smartwatch in airplane mode and turn Headsets off (if included) immediately if you have any reason to suspect that the smartwatch is interfering with the pacemaker.
- Consult your physician if you have specific questions about the safe use of any medical device.

Other Medical Devices

If you use any other medical device, consult the manufacturer of your device to determine if it is adequately shielded from RF energy. Your physician may be able to assist you in obtaining this information.

1.6 RF Exposure

The Qualcomm Toq Smartwatch and Headsets (if included) contain a radio transmitter and use non-ionizing radio frequencies (RF). It complies with FCC and Canadian exposure limits for an uncontrolled environment.

1.7 Federal Communications Commission (FCC) Information

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference and (2) this device must accept any interference received, including interference that may cause undesired operation.

The Qualcomm Toq Smartwatch has been tested to the limits for a Class B digital device, according to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential setting.

The Qualcomm Toq Smartwatch uses and radiates RF energy and if not used according to instructions, may cause harmful interference to radio communications or be interfered with. There is no guarantee that interference will not occur in a particular installation.

The Qualcomm Toq Smartwatch must not be co-located or operated in conjunction with any other unaffiliated antenna or transmitter.

If the Qualcomm Toq Smartwatch causes harmful interference to radio or television reception, which can be determined by moving the Qualcomm Toq Smartwatch further away, try to correct the interference by taking one or more of the following actions:

- Increase the distance between the Qualcomm Toq Smartwatch and radio or television receiver, or
- Consult the dealer where you bought your radio/TV or an experienced radio/TV technician.

If the Qualcomm Toq Smartwatch is being interfered with, try to correct the interference by taking the following actions:

- Make sure that the Qualcomm Toq Smartwatch is no closer than 10 ft (3 m) of a Wi-Fi access point, microwave oven or 2.4 GHz cordless phone.
- Increase the distance between the Qualcomm Toq Smartwatch and all other electronic equipment by moving the Qualcomm Toq Smartwatch.

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1.8 Industry Canada (IC) Information

This Class B digital apparatus complies with Canadian ICES-003. The term IC before the equipment certification number only signifies that the Industry Canada technical specifications were met.

Cet appareil numérique de la classe A est conforme à la norme NMB-003 du Canada. Le terme IC avant le numéro d'homologation ne signifie seulement que les normes d'Industrie Canada ont été respectées.

This device complies with Industry Canada licence-exempt RSS standard(s).

Operation is subject to the following two conditions:

1. This device may not cause harmful interference, and
2. This device must accept any interference received, including interference that may cause undesired operation.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence.

L'exploitation est autorisée aux deux conditions suivantes:

1. l'appareil ne doit pas produire de brouillage, et
2. l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

1.9 Bluetooth Wireless Technology

Bluetooth devices communicate without wires, using built-in radio transceivers that operate on a globally available radio frequency to ensure worldwide compatibility. The Qualcomm Toq Smartwatch and Headsets (if included) can communicate with other Bluetooth devices within a range of approximately 10 meters (33 feet).

2. Wireless Charging Platform

2.1 Federal Communications Commission (FCC) Information

This device complies with Part 18 of the FCC Rules. Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

The Qualcomm Toq Wireless Charging Platform generates and uses RF energy locally for power transfer and battery charging, and if not used according to the instructions, may cause harmful interference to radio communications or be interfered with. There is no guarantee that interference will not occur in a particular installation.

The Qualcomm Toq Wireless Charging Platform must not be co-located or operated in conjunction with any other unaffiliated antenna or transmitter.

If the Qualcomm Toq Wireless Charging Platform causes harmful interference to radio or television reception, which can be determined by unplugging the Qualcomm Toq Wireless Charging Platform, try to correct the interference by taking one or more of the following actions:

- Increase the distance between the Qualcomm Toq Wireless Charging Platform and radio or television receiver, or
- Consult the dealer where you bought your radio/TV or an experienced radio/TV technician.





If the Qualcomm Toq Wireless Charging Platform is being interfered with, try to correct the interference by taking the following actions:

- Make sure that the Qualcomm Toq Wireless Charging Platform is no closer than 5 cm to any metallic object with similar or greater size than the Qualcomm Toq Wireless Charging Platform.
- Increase the distance between the Qualcomm Toq Wireless Charging Platform and all other electronic equipment by moving the Qualcomm Toq Wireless Charging Platform.

2.2 Industry Canada (IC) Information

This ISM device complies with Canadian ICES-001.


Cet appareil ISM est conforme à la norme NMB-001 du Canada.

2.3 RF Exposure Information


The Qualcomm Toq Wireless Charging Platform uses radio frequencies (RF) for power transfer and charging. It complies with FCC and Canadian exposure limits for an uncontrolled environment. In order to comply with FCC and Canadian RF exposure requirements, a minimum separation distance of 10 cm must be maintained between the Qualcomm Toq Wireless Charging Platform and all persons during normal charging operation.

3. Headsets (if included)

3.1 Audio Safety Instructions



WARNING: Exposure to high volume sound levels or excessive sound pressure may cause temporary or permanent hearing loss or damage. Although there is no single volume setting that is appropriate for everyone, you should always use your headsets with the volume set at moderate levels and avoid prolonged exposure to high volume sound levels. The louder the volume, the less time is required before your hearing could be affected. To protect your hearing, some hearing experts suggest that you:



- Set the volume control to a low setting before using your headsets and use as low a volume setting as possible during use.
- Avoid turning up the volume to block out noisy surroundings.
- Limit the amount of time you use the headsets at high volume levels.
- Turn the volume down if the sound from the headsets prevents you from hearing people speaking in your immediate environment.

3.2 Federal Communications Commission (FCC) Information

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

The Qualcomm Toq Headsets comply with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference and (2) this device must accept any interference received, including interference that may cause undesired operation.

The Qualcomm Toq Headsets have been tested to the limits for a Class B digital device, according to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential setting.

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The Qualcomm Toq Headsets use and radiate RF energy and if not used according to instructions, may cause harmful interference to radio communications or be interfered with. There is no guarantee that interference will not occur in a particular installation.

The Qualcomm Toq Headsets must not be co-located or operated in conjunction with any other unaffiliated antenna or transmitter.

If the Qualcomm Toq Headsets cause harmful interference to radio or television reception, which can be determined by turning off the Qualcomm Toq Headsets, try to correct the interference by taking one or more of the following actions:

- Increase the distance between the Qualcomm Toq Headsets and radio or television receiver, or
- Consult the dealer where you bought your radio/TV or an experienced radio/TV technician

If the Qualcomm Toq Headsets are being interfered with, try to correct the interference by taking the following actions:

- Make sure that the Qualcomm Toq Headsets are no closer than 10 ft (3 m) of a Wi-Fi access point, microwave oven or 2.4 GHz cordless phone.
- Increase the distance between the Qualcomm Toq Headsets and all other electronic equipment by moving the Qualcomm Toq Headsets.

3.3 Industry Canada (IC) Information

This Class B digital apparatus complies with Canadian ICES-003. The term IC before the equipment certification number only signifies that the Industry Canada technical specifications were met.

Cet appareil numérique de la classe A est conforme à la norme NMB-003 du Canada. Le terme IC avant le numéro d'homologation ne signifie seulement que les normes d'Industrie Canada ont été respectées.

This device complies with Industry Canada licence-exempt RSS standard(s).

Operation is subject to the following two conditions:

1. This device may not cause harmful interference, and
2. This device must accept any interference received, including interference that may cause undesired operation.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence.

L'exploitation est autorisée aux deux conditions suivantes:

1. l'appareil ne doit pas produire de brouillage, et
2. l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

II. QUALCOMM TOQ HARDWARE WARRANTY

Qualcomm Connected Experiences, Inc. (“QCE”) ONE (1) YEAR Limited Hardware Warranty (“Limited Warranty”)

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED BELOW MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE INCONSISTENT WITH YOUR STATE’S (OR COUNTRY’S) APPLICABLE LAW. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

QCE’s warranty obligations for the Toq smartwatch, wireless charging unit, and/or headset(s) (as applicable) that accompany this warranty (the **“Product”**) are limited to the terms set forth below. QCE warrants that the Product, if not modified and when used properly and in accordance with the Product documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Product for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser (as evidenced by proof of purchase from a QCE authorized retailer) (the **“Warranty Period”**). Whether a defect occurs will be determined solely with reference to the published Product documentation. If a hardware defect arises with the Product and a valid claim is received by QCE within the Warranty Period, QCE will, at its sole and exclusive option and to the extent permitted by law, either: (a) repair the applicable hardware at no charge, using new parts or reconditioned parts equivalent to new in performance and reliability, (b) exchange the applicable hardware with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product, or (c) refund the purchase price of the Product, provided that you return the Product to QCE as provided below. QCE may request that you replace defective parts with new or refurbished user-installable parts that QCE provides in fulfillment of its warranty obligation. A replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by QCE, assumes the remaining warranty of the original Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a Product is exchanged, any replacement item becomes your property and the replaced item becomes QCE’s property. Parts provided by QCE in fulfillment of its warranty obligation must be used in Products for which warranty service is claimed. When a refund is given, QCE may require that the Product for which the refund is provided is returned to QCE, at which time it shall become QCE’s property.

EXCLUSION AND LIMITATIONS

This Limited Warranty applies only to the Product and not to any other products, services, applications or accessories of QCE. Further, this Limited Warranty does not apply to any non-QCE product, software or service, even if packaged or sold with the Product. Manufacturers, suppliers, or third parties other than QCE may provide their own warranties. QCE, to the extent permitted by law, provides the Product only under this Limited Warranty and otherwise “AS IS”. Software distributed by QCE with or without the Qualcomm Toq brand name (including, but not limited to, application software) is not covered under this Limited Warranty. Refer to the End User License Agreement accompanying the Product and/or the software for details of your rights and obligations with respect to the use of such software. QCE does not warrant that

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the operation of the Product will be uninterrupted or error-free. QCE is not responsible for damages arising from any failure to follow instructions relating to the Product's use. Transfer or resale of the Product will automatically terminate this Limited Warranty with respect to such Product. This Limited Warranty is not transferable to any third party, including but not limited to any subsequent purchaser, owner or user of the Product.

This Limited Warranty does not apply in any of the following cases: (a) if damage or defects are caused by customer abuse, accident, neglect, improper handling, utilization or installation, or by failing to operate the Product in compliance with the user manual, quick start guide or other user guides; (b) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials and workmanship; (c) if damage or defects are caused by the battery being tampered with to cause a short-circuit, or if the seals of the battery enclosure or the cells are broken or show evidence of tampering; (d) if damage or defects are caused by defects or failures in third party data services, wireless networks, or service disruptions, or if the Product software needs to be upgraded due to changes in wireless network parameters; (e) to wear and tear or to cosmetic damage, including but not limited to scratches, dents, broken plastic on parts or any physical damage to the surface of the Product; (f) if damage or defects are caused by rough handling or other physical damage or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accidents, forces of nature, or other actions beyond the reasonable control of QCE; (g) if damage or defects are caused by exposure to moisture or dampness; (h) if damage or defects are caused by the Product being used with or connected to an accessory not approved or certified by QCE; (i) if damage or defects are caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (j) if damage or defects are caused by operating the Product outside of the permitted or intended uses described by QCE; (k) if damage or defects are caused by alterations made to the Product, including service, upgrades and expansions performed by anyone who is not a representative of QCE or a QCE authorized retailer or service provider; (l) if a Product or part has been modified to alter functionality or capability without the written permission of QCE; (m) if any identifying model number or mark has been removed or defaced, (n) to a recalled Product, part or component, if a replacement Product, part or component was made available by QCE, (o) to freight costs to ship the Product to the repair depot; (p) to commercial use of the Product; or (q) to any cuts or alterations made to the wristband of the Product not in accordance with QCE's instructions accompanying the Product or otherwise made available to you.

Important: Do not open the Product itself. Opening the Product may cause damage and will void this Limited Warranty. Only QCE or a QCE authorized service provider should perform service on the Product.



DISCLAIMER OF ALL OTHER WARRANTIES

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, FOR ANY PRODUCT, SOFTWARE OR SERVICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, QCE, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, SPECIFICALLY DISCLAIM ANY AND ALL STATUTORY OR IMPLIED WARRANTIES,



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LIMITATION OF LIABILITY



SOLELY TO THE EXTENT PERMITTED BY APPLICABLE LAW, QCE, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, ARE NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS LIMITED WARRANTY (REGARDLESS OF THE FORM OF ACTION); THE SALE OR USE OF THE PRODUCTS OR RELATED EQUIPMENT OR SOFTWARE; THE PERFORMANCE OF SERVICES BY QCE PURSUANT TO THIS AGREEMENT; THE BREACH OF ANY WARRANTY OR CONDITION; OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO INCONVENIENCE, LOSS OF USE, LOSS OF TIME, 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 OR CORRUPTION OF DATA, OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER 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 PRODUCT, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. QCE'S CUMULATIVE LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, CONTRIBUTION, OR OTHERWISE, SHALL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT. YOU HEREBY RELEASE QCE, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. QCE IS ALSO NOT LIABLE AND DISCLAIMS ALL LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT. QCE, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, DISCLAIM ANY WARRANTY OR REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS LIMITED WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA. ALL CLAIMS BY YOU, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN TWO (2) YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES. THIS LIMITATION OF LIABILITY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations

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or exclusions may not apply or may be narrower in those jurisdictions. However, the parties intend for this limitations of liability provision to apply to the maximum extent allowed under applicable law. This limitation of liability provision shall apply notwithstanding any contrary provision in this Limited Warranty.

OBTAINING WARRANTY SERVICE

Please access and review self-help resources that QCE makes available online, if any, before seeking warranty service for the Product. If you review online resources and the Product is still not functioning properly, visit QCE's website for the Product at www.toq.qualcomm.com for instructions on how to obtain warranty service or contact customer support. You must follow QCE's warranty process to obtain warranty service. QCE may provide warranty service in one of the following ways, at its election and as it deems appropriate: (a) at a QCE authorized retailer or service provider location, where service is performed at the location, or else the QCE authorized retailer or service provider may send the Product to a QCE repair service location for service, (b) by sending you a return label (and if you no longer have the original packaging, QCE may send you packaging material) to enable you to ship the Product at your cost to QCE's repair service location for service, (c) by sending you new or refurbished customer-installable replacement Product or parts to enable you to service or exchange your own Product ("DIY Service"), or (d) by such other means as QCE elects, as stated on its website. Upon your receipt of the replacement Product or part, the original Product or part becomes the property of QCE and you agree to follow QCE's instructions, including, if required, arranging for the return of original Product or part to QCE in a timely manner and at your cost. When providing DIY Service requiring the return of the original Product or part, QCE may require payment by credit card as security for the retail price of the replacement Product and applicable shipping costs. If you follow instructions, QCE will refund the applicable portion of your charge so you will not be charged for the Product or part (although shipping charges may not be refunded). If you fail to return the replacement Product or part as instructed, QCE will charge the credit card for the authorized amount. If QCE determines that a returned Product or part is not within the applicable Warranty Period or is otherwise not covered by this Limited Warranty, QCE will give you the option of returning the Product or part to you at your cost or else disposing of it. Service options under this Limited Warranty are subject to change at any time. In accordance with applicable law, QCE will require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

QCE's policy regarding the maintenance and use of customer information is set forth in its Privacy Policy accessible at www.toq.qualcomm.com/privacy.

Before you deliver your Product for warranty service, it is your responsibility to "unpair" the smartwatch from your mobile handset to remove any personal data that may be stored on the smartwatch. You can unpair the smartwatch from your handset by choosing the "Unpair" option from the Settings>Bluetooth menu on the smartwatch. IT IS POSSIBLE THAT THE CONTENTS OR DATA ON YOUR WRIST DISPLAY WILL BE LOST OR REFORMATTED IN THE COURSE OF WARRANTY SERVICE, AND QCE AND ITS PARTNERS, AGENTS, REPRESENTATIVES, LICENSORS AND THEIR RESPECTIVE AFFILIATES ARE NOT RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON ANY PART OF THE PRODUCT SERVICED. Your Product will be returned to you configured as originally purchased, subject to any applicable updates that QCE deems necessary or advisable



to include. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

III. Qualcomm Toq End User License Agreement

This End User License Agreement applicable to Qualcomm Toq (which can also be found and printed at www.toq.qualcomm.com) (the "**Agreement**") forms a legally binding contract between you or the legal entity you represent ("**You**" or "**Your**") and Qualcomm Connected Experiences, Inc. ("**QCE**"). This Agreement governs Your access to and use of the Qualcomm Toq application (the "**Application**"), smartwatch software, firmware and all other product software and related products, documentation and services provided in connection with Qualcomm Toq (collectively, the "**Software**").

IN ORDER TO USE THE SOFTWARE, YOU MUST AGREE TO THESE TERMS. PLEASE READ THEM CAREFULLY. BY ACCESSING OR USING THE SOFTWARE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS. IN ORDER TO INSTALL AND USE THE QUALCOMM TOQ SOFTWARE, YOU MUST CLICK "ACCEPT" WHERE INDICATED ON YOUR DEVICE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK "ACCEPT" AND DO NOT USE THE SOFTWARE. QCE MAY SUSPEND OR TERMINATE YOUR USE OF THE SOFTWARE IF YOU FAIL TO COMPLY WITH ANY PART OF THIS AGREEMENT.

1. License Grant

Subject to this Agreement, QCE hereby grants You a non-exclusive, non-sublicensable, non-transferable, revocable, limited copyright license to download and install the Application and to use the Software only as authorized in this Agreement and for Your personal and non-commercial use only. With respect to any documentation provided or made available to You with the Software, You may reproduce a reasonable number of copies and use such documentation as provided by QCE only in support of Your permitted use of the Software as provided in this Agreement. You shall not distribute the documentation without QCE's prior consent, which it can provide or withhold in its sole discretion.

2. Updates

You agree that QCE may from time to time automatically download and install, or otherwise make available to You, updates, upgrades and additional features for the Software (collectively "**Updates**"). You acknowledge and agree that QCE has no obligation to support or provide Updates to the previous version(s) of Software. This Agreement shall apply to any Update that is not distributed with a separate license or other agreement.

3. Restrictions

You shall not rent, lease, loan or otherwise in any manner provide or distribute the Qualcomm Toq software or documentation or any copies thereof to any third party. You shall not attempt to, or encourage or assist another person to, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with any security technology, software, or rights management information contained within the Software or in any software used to enable the Software. You shall not modify or remove any copyright, trademark or other proprietary rights notice on any software, documentation or other materials provided with the Software. You shall not use the Software for any purpose that is illegal or for any purpose other than as expressly permitted in Section 1 (License Grant) of this Agreement.

4. Your Responsibilities

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www.toq.qualcomm.com/privacy.

When You first turn on your device, Your contact information will be transmitted via Bluetooth from Your handset to the smartwatch but not to QCE.

While using the smartwatch, the Application will transmit call, text, and other applicable data via Bluetooth to Your smartwatch depending on the services You use.

The smartwatch enables selected third parties to offer services such as weather reports, stock tickers, and other functions. In such cases, these third party services may collect personal information. The collection of such information is subject to the third parties' privacy policies, not QCE's privacy policy.

7. Modifications to Terms

QCE reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions in connection with your use of any Updates to the Software. In order to use such Updates, You must accept and agree to any new or modified Agreement presented to you. If you accept such new or modified Agreement, the new or modified Agreement will apply to Your continued use of the Update and any prior version of the Software You elect to use. If You do not agree to new or modified Terms, You must not install the applicable Update or else stop using the Software.

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13. Term and Termination

This Agreement shall be effective upon acceptance by You and shall continue until terminated. You may terminate the Agreement at any time by deleting and destroying all copies of the Software and all related information in Your possession or control. This




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16. No Waiver

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

17. Governing Law, Jurisdiction

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19. Interpretation



The paragraph headings herein are solely for the sake of convenience and will not be applied in the interpretation hereof.

20. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

21. Assignment

You are not permitted to assign this Agreement nor transfer any of Your rights or obligations under this Agreement to any third party. Any attempt to sublicense, assign or transfer any of Your rights, duties or obligations hereunder is void. QCE may freely assign this Agreement without notice or consent.



22. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any proposals or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall control. No course of dealing or usage of trade may be used to modify this Agreement.

v 08/16/13



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