# LIMITED WARRANTY

**BY USING YOUR XBOX ONE OR ACCESSORY, YOU AGREE TO THIS WARRANTY. BEFORE SETTING UP YOUR XBOX ONE OR ACCESSORY, PLEASE READ THIS WARRANTY CAREFULLY. IF YOU DO NOT ACCEPT THIS WARRANTY, DO NOT USE YOUR XBOX ONE OR ACCESSORY. RETURN IT UNUSED TO YOUR RETAILER OR MICROSOFT FOR A REFUND.** Contact us for help with Xbox One or accessory hardware warranty issues. This warranty gives You specific legal rights. You may also have other rights which vary from State to State or Province to Province.

**If You live in the United States, Section 9 contains a binding arbitration clause and class action waiver. It affects Your rights about how to resolve a dispute with Microsoft. Please read it.**

## Warranty

(a) During the Warranty Period, Microsoft warrants that the **Xbox One** or Accessory will not malfunction under Normal Use Conditions. Except where restricted by law, this warranty is non-transferrable and is limited to You, the original purchaser.

(b) This is the only warranty Microsoft gives for Your **Xbox One** or Accessory and Microsoft gives no other guarantee, warranty, or condition, express, statutory, implied or collateral. No one else may give any guarantee, warranty, or condition on Microsoft's behalf.

(c) If Your state's or province's law gives You any implied warranty, including an implied warranty of merchantability or fitness for a particular purpose, its duration is limited to the warranty period. Some States or Provinces do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to You.

## 3. How to Get Warranty Service

(a) Before starting the warranty process, please use the trouble-shooting tips at Xbox Support.

(b) If the troubleshooting tips do not resolve your problem, then follow the online process at Warranty and service. If You do not have Internet access, you can contact Xbox Support.

(c) Before sending your **Xbox One** or Accessory to Microsoft for service, be sure to keep a copy of any data you want to save, and delete anything you consider confidential. Microsoft is not responsible for your data and may erase it.

## 4. Microsoft's Responsibility

(a) After You return Your **Xbox One** or Accessory to Microsoft (at your cost, unless Microsoft is required by law to pay such costs), Microsoft will inspect it.

(b) If Microsoft determines that the **Xbox One** or Accessory malfunctioned during the Warranty Period under Normal Use Conditions, Microsoft will (at its option) repair or replace it, or refund the purchase price to You. Unless restricted by law, repair may use new or refurbished parts and replacement may be with a new or refurbished unit.

(c) After repair or replacement, Your **Xbox One** or Accessory will be covered by this warranty for the longer of the remainder of Your original Warranty Period, or 95 days after Microsoft ships it to You. Where required by applicable law, the original Warranty Period will be deemed to extend for the period of time equal to the time which Your **Xbox One** or Accessory was in Microsoft's possession.

(d) The following is not intended to limit the application of Section 10 of the Quebec Consumer Protection Act, if such section is otherwise applicable. Microsoft's RESPONSIBILITY to repair or replace Your **Xbox One** or Accessory, or to refund the purchase price, is Your exclusive remedy.

(e) If Your **Xbox One** or Accessory malfunctions after the Warranty Period expires, there is no warranty of any kind. After the Warranty Period expires, Microsoft may charge You a fee for its efforts to diagnose and service any problems with Your **Xbox One** or Accessory.

## 5. Warranty Exclusions

Microsoft is not responsible and this warranty does not apply if Your **Xbox One** or Accessory is:

(a) damaged by use with products not sold or licensed by Microsoft (including, for example, games and accessories not manufactured or licensed by Microsoft, and "pirated" games, etc.);

(b) used for commercial purposes (including, for example, rental, pay-per-play, etc.);

(c) opened, modified, or tampered with (including, for example, any attempt to defeat any **Xbox One** or Accessory technical limitation, security, or anti-piracy mechanism, etc.), or its serial number is altered or removed;

(d) damaged by any external cause (including, for example, by being dropped, used with inadequate ventilation, etc., or failure to follow instructions in the instruction manual for the **Xbox One** or Accessory);

(e) scratched, dented, etc. or shows other cosmetic damage; or

(f) repaired by anyone other than Microsoft.

## 6. EXCLUSION OF CERTAIN DAMAGES

The following is not intended to limit the application of Section 10 of the Quebec Consumer Protection Act, if such section is otherwise applicable. MICROSOFT IS NOT responsible FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; ANY

LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR **XBOX ONE** or Accessory. THESE EXCLUSIONS APPLY EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to You.

## 7. Additional Terms

If You attempt to defeat or circumvent any **Xbox One** or Accessory technical limitation, security, or anti-piracy system, You may cause Your **Xbox One** or Accessory to stop working permanently. You will also void Your warranty, and make Your **Xbox One** or Accessory ineligible for authorized repair, even for a fee.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.