

## WARRANTY SERVICE POLICY & PROCEDURES

### SHIPPING AND RETURN POLICY

XCell Technologies offers warranty service for all our different products. Below is a description of the services offered:

XCell Technologies products carry a limited warranty for one year due to the nature of the product's design, manufacture or expected use. The warranty applies from the date of purchase by the first customer.

#### General Terms & Conditions

1. The warranty is valid only upon presentation of the proof of purchase consisting of original invoice or PayPal invoice indicating the date of purchase, transaction ID, model and IMEI of the product. XCell Technologies reserves the right to refuse warranty if this information has been removed or changed after the original purchase of the product.

2. XCell Technologies's obligations are limited to repair of the defect or replacement the defective part or at its discretion replacement of the product itself.

3. Warranty repairs must be carried out by XCell Technologies (usually the same XLab/forwarding agent that has sent the device). Warranty cover will be void, even if a repair has been attempted by any unauthorized service centre. XCell Technologies shall not be liable for reimbursements, claims and damages that may result from the unauthorized repair of the product.

4. Repair or replacement under the terms of this warranty does not provide right to extension or renewal of the warranty period. Repair or direct replacement of the product under the terms of this warranty may be full filled with functionally equivalent service exchange units.

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

#### **The warranty does not cover the following:**

- Periodic checks, maintenance, repair and replacement of parts due to normal wear and tear.
- Abuse or misuse, including but not solely limited to the failure to use this products for its normal purposes or in accordance with XCell Technologies's instructions on usage and maintenance. Defects resulting from usage of the product in conjunction with accessories that are not approved by XCell Technologies for use with this product.
- Failure of the product arising from incorrect installation or use not consistent with the instructions and technical or safety standards prescribed in the product user manual.

- Accidents, Acts of God, lightning, water, fire, public disturbances, improper ventilation, voltage fluctuations or any cause beyond the control of XCell Technologies.
- Defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source.
- Defects or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the product.
- Unauthorized modifications carried out to the product in order to comply with local or international technical standards in countries for which this XCell Technologies product was not originally designed.
- Damage of the battery caused by overcharging or failure to use in accordance with the specific instructions of core outlined in the product user manual. The serial no. on the product has been altered, deleted, removed or made illegible.
- The batteries are charged by chargers other than those approved by XCell Technologies.
- **Any of the security seals on the phone are broken or show evidence of tampering.**

6. This warranty does not affect the consumers' statutory rights nor the consumers' rights against the dealer related to their purchase/sales agreement.

7. This warranty is not transferable. This warranty will be the purchasers' sole and exclusive remedy and neither XCell Technologies nor its service centres listed in this warranty document shall be liable for any incidental or consequential damages or breach of any express or implied warranty of this product.

DISCLAIMER: XCell Technologies shall not be liable for the loss of any saved/stored data in products that are either repaired or replaced.

The above policies are for warranty service and the customer will be responsible for any costs associated with non-warranty conditions. XCell Technologies reserves the right to make final decisions regarding problem determination and the appropriate service option. Exchange units assume the remaining warranty of the original product. Some limitations and restrictions apply and these programs are subject to change without prior notice.

**THIS WARRANTY IS NOT APPLICABLE IN ANY OF THE FOLLOWING CASES:**

1. The user connects the phone via micro USB to any other device including PC, Mac, forensic devices, service devices etc. USB port is protected against file extraction and will trigger motherboard self nuke and bootloaders auto-delete. The phone will get in Protected Mode, which is not covered by this warranty.
2. The user does not comply with the instructions regarding SMSC number deletion, every time when inserting a SIM card into the phone. This is the most common cause for warranty loss. When a location

tracking ping will hit the phone before deleting SMSC number, your XCell device will get in Protected Mode which is not covered by warranty.

Please refer to User Manual to properly manage SMSC on your XCell device.

3. The user dials "secret codes" which may cause hardware/software failure.
4. The user tries to upgrade the Product firmware.
5. Setting and forgetting a password for XCell special menu (other than default one), SIM Lock, Phone Lock, PIN Lock, Privacy Lock etc. Due to anti forensic filters, no password can be bypassed even by our personnel.

What are XCell's obligations?

During the applicable warranty period, provided the Product is returned in accordance with the terms of this Limited Warranty, XCell will repair or replace the Product, at XCell's sole option, without charge. XCell may, at XCell's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product. Repaired/replaced cases will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards and equipment shall become the property of XCell. Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

What must you do to obtain warranty service?

To obtain service under this Limited Warranty, you must return the Product in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase, the serial number of the Product and the seller's name and address. If XCell determines that any Product is not covered by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Product.

You should keep a separate backup copy of any contents of the Product before delivering the Product to XCell for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service.

What are the limits on XCell Technologies 's liability?

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF XCELL TECHNOLOGIES'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL XCELL TECHNOLOGIES BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION,

OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

XCELL TECHNOLOGIES MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY XCELL TECHNOLOGIES OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of XCell Technologies regarding the Products or this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from country to country.

What is the procedure for resolving disputes?

ALL DISPUTES WITH XCELL TECHNOLOGIES ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY. Any such dispute shall not be combined or consolidated with a dispute involving any other person's or entity's Product or claim, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law.

The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.

This arbitration provision also applies to claims against XCell Technologies's employees, representatives and affiliates if any such claim arises from the Product's sale, condition or performance. You may opt out of this dispute resolution procedure by providing notice to XCell no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product. To opt out, you must send notice by e-mail to [office@x-cellular.com](mailto:office@x-cellular.com), with the subject line: "Arbitration Opt Out." You must include in the opt out e-mail (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, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under "Settings;" (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable).

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 benefits of the Limited Warranty.

#### Severability

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

#### Shipping & Returns

If you are not completely satisfied with our product(s), you may return the item(s) for a refund or exchange within 7 days from the date of receipt and subject to the provisions below:

The product must be returned in its original condition and packaging. XCell Technologies is unable to accept USED or OPENED package item(s) for return. Any damage resulting from improper use or lack of maintenance will not be accepted.

In order to return an item you need to obtain an RMA (Return Merchandise Authorization) Number by email and please describe the specific problem.

The sale receipt or copy of the Email order confirmation must be enclosed.

Please package the contents carefully to avoid damage and retain receipts and tracking information for your records. Regrettably, the shipping charges are not refundable.

#### Restocking fee (Unused products only)

As a rule, you cannot return opened, non-defective items, but we will always try to get an exception for you. If an exception is granted, within 7 days from the date of receipt and the package is opened but it has never been used, XCell Technologies reserves the right to refuse the return or impose a 50% restocking fee. Please note that XCell Technologies is strict regarding the unopened packaging for sanitary reasons. This fee is for sterilizing and repacking in Swiss.

#### Damaged or Defective Products

To ensure the highest possible quality, we fully inspect each product before it is shipped. If any product is found to be defective, please contact us within 30 days from the date of purchase. If it has been damaged in shipping, please contact us immediately. Refund or Exchange may be applied provided the conditions listed in our Return and Exchange policy are met. All returns will be examined to determine the cause of the problem. If it is our problem we will replace the item free of charge. However if it is not

our responsibility, we are unable to offer an exchange or refund. You cannot return, replace, claim a lost shipment, or request an RMA number 31 days or more after the purchase date.

There is a one year manufacturer's warranty from date of original purchase date. If product tests non-defective or damaged by human error then customer is responsible for all shipping costs for return to Xcell Technologies and back. After 30 days, customer is responsible for shipping costs to have items sent back for testing. If defective, Xcell Technologies will return, at our cost, a replacement factory refurbished product. Warranty for the replacement item continues from the original date of purchase. The one year warranty does not cover Abuse or Normal wear.

#### Refund

Proof of purchase is required. Refunds will only be issued for products purchased directly from the XCell Technologies, or, if the product was advertised as Money Back Guaranteed by XCell Technologies or authorized by Xcell Technologies through an Authorized Reseller. Customer must submit a RMA within 30 days from the date of purchase from XCell Technologies and obtain a RMA number before the product can be returned; the RMA number will remain valid for 14 days from the date it was issued. The refund will be issued in the original form of payment. All items must be returned in the original packing material to qualify for a refund. Misused product will not qualify for a refund. Shipping will not be refunded. The customer will be responsible for return shipping charges of non-defective product.

Resellers: A 50% restocking fee will apply to opened non-defective product for 0 to 90 days and a 15% restocking fee will apply to unopened product returned within 90 days of purchase.

Web Orders: Product can be returned for 100% refund within the 10 days from the original date of purchase. Proof of purchase must be provided. No refund will be issued after 10 days.

#### Replacement

Items purchased directly from XCell Technologies or an Authorized reseller have 1 year from the date of purchase to request an exchange of a damaged product Proof of Purchase is required for all exchanges. Only defective products will be exchanged. Misused or damaged products will not qualify for an exchange. All items will be replaced with a factory refurbished item of the same model number. The Warranty for the replacement item continues from the original date of purchase. The defective items must be tested by XCell Technologies and deemed defective before a factory refurbished replacement can be shipped out. XCell Technologies will not be responsible for return shipping charges of the defective product, but only for shipping charges of the replacement product. Items determined not to qualify for an exchange will be returned at the owner's expense. An expedited replacement can be arranged by providing a valid credit card for immediate cross-shipment of replacement item. Credit card charges will not be applied unless original item is not returned and/or product is found not to be defective.

Unless otherwise arranged all international orders, must be prepaid, prior to shipping.

Items should be returned to the original place of purchase (same XLab or forwarding agent).

## Cancellation

Orders can only be cancelled within 24 hours following the placement of your order. After the 30 day window period, a cancellation request is considered to be late and is not guaranteed to be accepted. XCell Technologies is not responsible for late cancellation notices and the customer will remain liable for all product(s) and shipping and handling fees.

Again, cancellations must be made within 24 hours from your order by email: [office@x-cellular.com](mailto:office@x-cellular.com).

## Shipping & Delivery

All orders are shipped within 24 hours except Saturday, Sunday and Holidays and is subject to stock availability and complete customer order, shipping and billing information being received by XCell Technologies. In the event an item is out of stock, we will inform you via email or phone for further instruction. XCell Technologies is not responsible for incorrect addresses used when placing your order. If you have inadvertently used an old address or incorrectly entered a number, etc., we will make every effort to assist you where possible.

For US Domestic include Puerto Rico

All items are shipped by EMS Priority Mail (10 days most cities in the US) with a delivery confirmation. If you do not receive your order after 15 business days from the shipping notice, or any damage occurred, please inform us immediately.

For Swiss Domestic

All items are shipped by EMS Priority Mail (1-3 days most cities in Swiss) with a delivery confirmation. Express orders will be processed the same day if the order is received before 1:00pm GMT+1.

For International

We offer EMS shipping and/or DHL Express shipping. Please be aware that most international destinations impose duties and tariffs, over which our company has no control, and cannot estimate for you. We are unable to track lost or delayed packages. We will provide shipping dates and tracking numbers, the weight of your package and customs Bar Code number.

Note: Xcell Technologies is not responsible for lost or damage in transit for overseas shipment.

## Pricing and Sales Tax

The prices displayed on this Web Site are in Euro currency. Prices are subject to change at any time. No Sales Tax will be added.

## Payment

XCell Technologies accepts the following forms of payment:

Visa  
Master Card  
American Express  
PayPal  
Bank transfer  
Western Union  
MoneyGram

No Bitcoin or other cryptocurrency accepted.

**Note:** To protect the payer, you may be required to submit an “Acknowledgements of Payments Credit Card Use Authorization” if payer and recipient are different. Also, you may be required to supply front and back images of the credit card and photo ID of the credit card holder.

XCell Technologies, MD  
20, rue Adrien Lachenal  
Geneva, Geneva 1207 CH

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