

## LIMITED WARRANTY

**BY USING YOUR KINECT SENSOR YOU AGREE TO THIS CERTIFICATE OF WARRANTY. BEFORE SETTING IT UP, PLEASE READ THE TERMS OF THIS CERTIFICATE OF WARRANTY CAREFULLY. IF YOU DO NOT ACCEPT THE TERMS OF THIS WARRANTY, DO NOT USE YOUR KINECT SENSOR. RETURN IT UNUSED TO YOUR RETAILER OR MICROSOFT FOR A REFUND.** Contact Microsoft at <http://www.xbox.com/es-mx> for Mexico and <http://www.xbox.com/es-CO> for Colombia or call 001-800-912-1830 for Colombia or 001866-745-8312 for Mexico.

This warranty gives You specific legal rights. You may also have other rights which vary from country to country, state to state or province to province. This warranty is applicable to the extent permitted by law.

### 1. Definitions

- (a) "Kinect Sensor" means a new Kinect Sensor purchased from an authorized retailer in the country of acquisition.
- (b) "Warranty Period" means 1 year from the date You purchased Your Kinect Sensor.
- (c) "You" means the original end-user.
- (d) "Normal Use Conditions" means ordinary consumer use under normal home conditions according to the instruction manual for the Kinect Sensor.

### 2. Warranty

- (a) During the Warranty Period, Microsoft warrants, only to You, that the Kinect Sensor will not malfunction under Normal Use Conditions.
- (b) This is the only warranty Microsoft gives for Your Kinect Sensor and Microsoft gives no other guarantee, warranty, or condition. 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 countries, 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 Microsoft at <http://www.xbox.com/es-mx> for Mexico and <http://www.xbox.com/es-CO> for Colombia.
- (b) If the troubleshooting tips don't resolve Your problem, then follow the online process at Microsoft at <http://www.xbox.com/es-mx> for Mexico and <http://www.xbox.com/es-CO> for Colombia. If You don't have access to the Internet, You can call 001-800-912-1830 for Colombia or 001866-745-8312 for Mexico.

### 4. Microsoft's Responsibility

- (a) After You return Your Kinect Sensor Microsoft will inspect it.
- (b) If Microsoft determines that the Kinect Sensor 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. Repair may use new or refurbished parts. Replacement may be with a new or refurbished unit (in good condition, and with comparable functionality and performance as the original Xbox 360 S product or Accessory).

- (c) After repair or replacement, Your Kinect Sensor 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.
- (d) MICROSOFT'S RESPONSIBILITY TO REPAIR OR REPLACE YOUR KINECT SENSOR, OR TO REFUND THE PURCHASE PRICE, IS YOUR EXCLUSIVE REMEDY.
- (e) If Your Kinect Sensor 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 Kinect Sensor.

#### **5. Warranty Exclusions**

This Limited Warranty does not apply and Microsoft is not responsible whatsoever under these warranty terms if Your product Xbox 360 S 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 Kinect Sensor 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 Kinect Sensor); or
- (e) repaired, modified, or altered by anyone other than an authorized Microsoft service center.

#### **6. EXCLUSION OF CERTAIN DAMAGES**

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 KINECT SENSOR. 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 countries, 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 Kinect Sensor technical limitation, security, or anti-piracy system, You may cause Your Kinect Sensor to stop working permanently. You will also void Your Warranty, and make Your Kinect Sensor ineligible for authorized repair, even for a fee.

#### **8. Choice of Law**

- (a) If you acquired Your Kinect Sensor in Mexico, the law of Mexico governs the interpretation of this warranty and any claim that Microsoft has breached it, regardless of conflict of law principles.

- (b) If you acquired Your Kinect Sensor in Colombia, the law of Colombia governs the interpretation of this warranty and any claim that Microsoft has breached it, regardless of conflict of law principles.
  - (c) This warranty is valid only in Mexico and Colombia.
- 

## SOFTWARE LICENSE

**BY USING YOUR KINECT SENSOR YOU AGREE TO THIS SOFTWARE LICENSE. BEFORE SETTING IT UP, PLEASE READ THIS SOFTWARE LICENSE CAREFULLY. IF YOU DO NOT ACCEPT THIS SOFTWARE LICENSE, DO NOT USE YOUR KINECT SENSOR. RETURN IT TO UNUSED TO YOUR RETAILER OR MICROSOFT FOR A REFUND.** Contact Microsoft at <http://www.xbox.com/es-mx> for Mexico and <http://www.xbox.com/es-CO> for Colombia or call 001-800-912-1830 for Colombia or 001866-745-8312 for Mexico.

### 1. Definitions

- (a) "Xbox 360 S" means an Xbox 360 S console.
- (b) "Authorized Accessory" means a Microsoft branded Xbox 360 or Xbox 360 S hardware accessory, and a Microsoft licensed, third party branded, Xbox 360 or Xbox 360 S hardware accessory whose packaging bears the official "Licensed for Xbox" logo. The Kinect Sensor is an Authorized Accessory solely for purpose of this software license.
- (c) "Authorized Games" means Xbox 360 or Xbox 360 S games on game discs published or licensed by Microsoft, and game content downloaded from Microsoft's Xbox LIVE service or Xbox.com Web site (for example, avatars, downloadable games, game add-ons, etc.).
- (d) "Software" means the software pre-installed in the Kinect Sensor, including any updates Microsoft may make available from time to time.
- (e) "Unauthorized Accessories" means all hardware accessories other than an Authorized Accessory, except that USB memory sticks, digital cameras used to make photographs or movies, and music players used to play music or display photographs or videos are not Unauthorized Accessories.
- (f) "Unauthorized Games" means all game discs, game downloads, and game content or media other than Authorized Games.
- (g) "Unauthorized Software" means any software not distributed by Microsoft through Xbox 360 or Xbox 360 S game discs published or licensed by Microsoft, Microsoft's Xbox LIVE service, or Xbox.com Web site.
- (h) "You" means the user of a Kinect Sensor.

### 2. License

- (a) The Software is licensed to You, not sold. You are licensed to use the Software only as pre-installed in Your Kinect Sensor, and updated by Microsoft from time to time. You may not copy or reverse engineer the Software.
- (b) As conditions to this Software license, You agree that:
  - (i) **You will use Your Kinect Sensor with Xbox 360 or Xbox 360 S only and not with any other device (including, for example, personal computers, other video game consoles, etc.). You will use only Authorized Games with Your Kinect**

**Sensor. You will not use Unauthorized Accessories or Unauthorized Games. They may not work or may stop working permanently after a Software update.**

- (ii) **You will not use or install any Unauthorized Software. If You do, Your Kinect Sensor may stop working permanently at that time or after a later Software update.**
- (iii) You will not attempt to defeat or circumvent any Kinect Sensor technical limitation, security, or anti-piracy system. If You do, Your Kinect Sensor may stop working permanently at that time or after a later Software update.
- (iv) Microsoft may use technical measures, including Software updates, to limit use of the Kinect Sensor to Xbox 360 or Xbox 360 S, to prevent use of Unauthorized Accessories and Unauthorized Games, and to protect the technical limitations, security and anti-piracy systems in the Kinect Sensor.
- (v) **Microsoft may update the Software from time to time without further notice to You, for example, to update any technical limitation, security, or anti-piracy system.**

3. **Warranty.**

The Software is covered by the Limited Warranty for Your Kinect Sensor, and Microsoft gives no other guarantee, warranty, or condition for the Software. No one else may give any guarantee, warranty, or condition on Microsoft's behalf.

4. **EXCLUSION OF CERTAIN DAMAGES**

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 THE SOFTWARE. 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 countries, 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.

5. **Choice of Law**

- (a) If you acquired Your Kinect Sensor in Mexico, the law of Mexico governs the interpretation of this warranty and any claim that Microsoft has breached it, regardless of conflict of law principles.
- (b) If you acquired Your Kinect Sensor in Colombia, the law of Colombia governs the interpretation of this warranty and any claim that Microsoft has breached it, regardless of conflict of law principles.
- (c) This warranty is valid only in Mexico and Colombia.

This agreement applies to the maximum extent permitted by law and unless prohibited by law. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.