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THIS ARBITRATION AGREEMENT ("AGREEMENT") INCLUDES A REQUIREMENT THAT DISPUTES BETWEEN YOU AND LENOVO MUST BE RESOLVED IN BINDING, INDIVIDUAL ARBITRATION. THIS MEANS WE GIVE UP THE RIGHTS TO TAKE A DISPUTE TO COURT OR TO PURSUE A CLASS ACTION. THERE IS NO JUDGE OR JURY IN ARBITRATION AND PRETRIAL DISCOVERY AND APPELLATE RIGHTS ARE MORE LIMITED THAN THEY WOULD BE IN COURT. YOU HAVE A LIMITED-TIME RIGHT TO OPT OUT OF THIS REQUIREMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY.

To the maximum extent allowed by applicable law, you and Lenovo agree that any dispute related to any aspect of the relationship between us, including but not limited to any Lenovo or third party product, software, or service you purchase from Lenovo, the associated purchase agreement, Lenovo's Privacy Policy, your purchase experience, and your use of any Lenovo website, application, or tool, asserted under any legal theory (collectively "Disputes"), including claims that accrued before you entered into this Agreement and any "private attorney general" claims, will be exclusively resolved by binding arbitration. Disputes include those between you and Lenovo, its agents, employees, successors, assigns, direct and indirect subsidiaries, or any third party providing any products, software, or services you purchased through Lenovo. "Disputes" that must be resolved by the arbitrator, and not a court, include disputes over enforceability of any provision of any agreement between you and Lenovo, except for interpretation of this Agreement's class action waiver, and disputes over whether a particular claim is arbitrable. If you purchase third-party hardware, software, or services from Lenovo, and wish to bring a claim against the manufacturer, that manufacturer may rely on this Agreement to compel your claim into arbitration. Notwithstanding the foregoing or anything to the contrary elsewhere in this Agreement, if you are a commercial customer with a purchase agreement signed by Lenovo that contains a dispute resolution clause which conflicts with the terms of this arbitration Agreement, then your purchase agreement's dispute resolution clause shall govern the resolution of disputes.

In the United States, or where no controlling law exists, this Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* Outside the United States, this Agreement is governed by the arbitration law of the country in which you reside or (absent controlling national law) the law of the state, province, or territory in which you reside.

Most Disputes can be resolved quickly and amicably. To advise Lenovo of a Dispute, you must send a Notice of Dispute to "Legal Department: Notice of Dispute, Lenovo (US), Inc., 8001 Development Drive, Morrisville NC 27560," or by email to [arbitrat@motorola.com](mailto:arbitrat@motorola.com). Your Notice of Dispute must include your name, contact information, an explanation of the Dispute, and what you want Lenovo to do to resolve the problem. Lenovo will contact you and attempt in good faith to negotiate a resolution. You or we may not commence an arbitration until 30 days after provision of a Notice of Dispute.

**A Notice of Dispute must be provided within two (2) years of the Dispute having arisen, unless the applicable statute of limitations provides a shorter period. You and Lenovo agree that any claim not included in a valid Notice of Dispute within this time period is barred and may not be pursued in any forum.**

Any arbitration between us will be administered by JAMS pursuant to its applicable rules, as modified by this Agreement, and conducted in the English language. Follow the instructions available at <https://www.jamsadr.com/submit> to file a Demand for Arbitration, and mail a copy of the Demand to "Legal Department: Demand for Arbitration, Lenovo (US) Inc., 8001 Development Drive, Morrisville, NC 27560. If your Dispute involves \$5,000 or less in controversy, and if paying JAMS filing fee (currently \$200) poses a hardship for you, please indicate that in your Notice of Dispute, and Lenovo will consider paying the consumer's share of the filing fee on your behalf. If you or we attempt to commence an arbitration without having sent a valid and compliant Notice of Dispute at least 30 days prior, or otherwise in violation of this Agreement, we agree that JAMS and/or the arbitrator must suspend the arbitration until the party complies with the Agreement and order the party that commenced arbitration improperly to reimburse any arbitration fees charged to the other party prior to the suspension.

If you choose to be represented by an attorney during the arbitration proceedings, you will pay your own attorneys' fees and costs. If the law applicable to the Dispute allows the arbitrator to award attorneys' fees to the prevailing party, nothing in this Agreement precludes the arbitrator from doing so. If the arbitrator believes pre-hearing discovery is necessary and appropriate, the arbitrator may order it, but may not permit discovery the costs or burdens of which are out of proportion to the amount in controversy. The arbitrator may award the prevailing party the same relief a court could have awarded for the same claim, except that, to the fullest extent allowed by applicable law, the arbitrator may not issue relief benefiting any person other than the prevailing claimant(s).

You and Lenovo agree that arbitrations should be conducted as inexpensively as possible under the circumstances. Among other things, this means that unless the matter is complex enough, in the arbitrator's sole judgment, to warrant a telephonic, video, or (if strictly necessary) in-person hearing, the arbitrator shall resolve the dispute based on the parties' written submissions alone. The arbitrator shall issue a written decision explaining the arbitrator's essential findings and conclusions, which may be enforced as a final judgment by any court of competent jurisdiction. If either party unsuccessfully challenges the validity or enforcement of a decision, the unsuccessful party must pay the opposing party's costs and attorneys' fees associated with the unsuccessful challenge.

**Lenovo does not consent to have any dispute arbitrated pursuant to class arbitration procedures.** If multiple, individual arbitrations involving similar claims are pending simultaneously against Lenovo, you and Lenovo authorize JAMS to coordinate those matters to promote efficiency and avoid unnecessary arbitration fees and costs. This may include, for example, consolidating similar claims into a single arbitration involving those multiple claimants, to the extent the arbitrator believes this can be done without prejudice to those claimants. To the maximum extent allowed by applicable law, for any claims found to be not subject to arbitration, or if you opt out of the arbitration requirement, you and Lenovo agree to waive our rights to assert those claims on a class, representative, or private attorney general basis, and to a jury trial. Disputes over the enforceability of this bar on class arbitrations or class or representative proceedings for non-arbitrable disputes are the only Disputes between us that must be presented to a court of competent jurisdiction, rather than an arbitrator, and if a court finds that a claim must proceed on a class basis, that claim shall proceed in court, not in arbitration.

All provisions of this Agreement must be construed, if possible, in a manner that renders such provisions enforceable and valid. If any provision of any agreement between you and Lenovo is found invalid or unenforceable (other than the class action waiver provisions discussed immediately above), we agree that this provision must be severed, with the rest of the agreement remaining in effect.

If you wish to opt out of the requirement to arbitrate disputes, you must do so within thirty (30) days of your purchase. To opt out, you must send a written notice that includes your name, address, phone number, and product serial

number, and tells Lenovo that you are rejecting or opting out of this arbitration Agreement. Send the notice to Lenovo (US) Inc., Attn: Arbitration Agreement Rejection/Opt-Out, 8001 Development Drive, Morrisville, NC 27560 or [arbitrat@motorola.com](mailto:arbitrat@motorola.com). If you do not opt-out of this arbitration Agreement, it will be effective as of the date of purchase.

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