

HTC LIMITED WARRANTY

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION AGREEMENT.

BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY AND ARBITRATION AGREEMENT BELOW. IF YOU DO NOT ACCEPT THIS LIMITED WARRANTY OR ARBITRATION AGREEMENT, DO NOT USE YOUR HTC PRODUCT. INSTEAD, PLEASE RETURN IT WITHIN FOURTEEN (14) DAYS OF PURCHASE TO THE PROVIDER OR RETAILER FROM WHOM YOU PURCHASED IT FOR A REFUND. SOME STATES, PROVINCES OR WIRELESS SERVICE PROVIDERS ALLOW A LONGER RETURN PERIOD, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

DEFINITIONS

The following definitions apply to this Limited Warranty

1. "Product" means a new mobile device manufactured by or for HTC and purchased from an authorized retailer that can be identified by the "HTC" trademark, trade name, or logo affixed to the mobile device as originally supplied.
2. "Accessory" means a new headset, case, or other secondary component that is not affixed to the Product at the time of sale and included in the box; provided that it was manufactured by or for HTC and purchased from an authorized retailer and can be identified by the "HTC" trademark, trade name, or logo affixed to the to the component as originally supplied.
3. "Warranty Period," for a Product, means twelve (12) months from the date You purchased the Product from an authorized retailer; and for Accessories, including any media on which software is provided, CD-ROM, or memory card, means ninety (90) days from the date You purchased it from an authorized retailer; unless You and HTC agree in writing to a different duration.
4. "You" or "Your" means the original retail purchaser and/or original end-user of the Product or Accessory.
5. "State" means a State, the District of Columbia, and any other United States territory or possession

WHAT IS COVERED BY THIS LIMITED WARRANTY?

During the Warranty Period HTC warrants that the Product and Accessory will function properly if used under normal conditions in accordance with the printed user instruction materials packaged with the Product and Accessory or posted on-line ("Limited Warranty").

This Limited Warranty is given only to You, and may not be sold, assigned, transferred, or given in full or in part to any subsequent purchaser or acquirer of the Product and

Accessory or any other person. This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from State to State, county to country, or province to province.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty does not apply other than to the

Product and Accessory. It therefore does not apply to any non-HTC equipment or any software whatsoever, whether developed by HTC or a third party, even if packaged with or installed on the Product or Accessory prior to purchase by You. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

EVEN WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:

1. if the Product serial number, the Accessory date code, the IMEI/MEID number, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. to consumable parts, such as batteries or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction.
4. to malfunctions caused by the battery being improperly installed by You or another person or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering, or by the fact that the battery has been used in equipment other than that for which it has been specified;
5. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
6. to use not in accordance with the user manual, rough handling, exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion or oxidation;
7. to unauthorized modifications or connections, unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
8. to accidents, forces of nature, or other actions beyond the reasonable control of HTC (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by a malfunction;
9. to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the LCD screen or camera lens;
10. to the function of a wireless network or other system. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free. HTC makes no warranty regarding the speed or quality of service provided by a wireless service provider;
11. where the software loaded on the Product, including but not limited to the operating system, needs to be upgraded due to changes in cellular network parameters or the availability of an updated operating system, if such updates can be loaded by You;
12. to any Product in which the bootloader has been unlocked, or in which the operating system has been altered, including any failed attempts to unlock the bootloader or alter the operating system, regardless whether such modifications are authorized, approved, or otherwise sanctioned by HTC; or to malfunctions caused by the use of the Product or Accessory with or connection of the Product to an accessory not approved or provided by HTC or used in any way other than its intended use and where such defect is not the fault of the Product itself. Many companies sell accessories such as internal or external batteries, rapid chargers, or signal boosters that may look like HTC Accessories and/or claim to meet or exceed HTC specifications. Use of non-HTC accessories may void this Limited Warranty.

This Limited Warranty is valid and enforceable only in the country where the Product or Accessory is intended to be sold. Moreover, if the Product or Accessory is returned to be repaired under this Limited Warranty in a country other than where it was intended to be sold, HTC will attempt to repair the Product or Accessory but cannot guarantee the outcome or compatibility with wireless network(s) outside the intended destination country. Warranty service availability and response times may vary from country to country and may also be subject to a registration requirement in the country of purchase.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. HTC DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, HTC LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT HTC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

HOW DO I OBTAIN WARRANTY SERVICE?

In the event of a perceived malfunction in the Product or Accessory, You should take the following actions:

1. Refer to the user manual and/or resources available at www.htc.com/support in order to identify and correct the problem.

Please note that opening of the Product or Accessory may cause damage that is not covered under the Limited Warranty.

2. If the problem cannot be resolved by reference to the user manual and/or resources available at www.htc.com/support, You should contact the provider or retailer from which You purchased the Product or Accessory, contact an HTC service center, or visit www.htc.com for further information. Only HTC or an HTC authorized service center should perform service on the Product or Accessory.

3. When You contact the provider, retailer, or HTC, please be sure to have the following information available:

a. The model, serial number, and IMEI/ESN number of the Product or Accessory.

b. Your full address and contact information.

c. A copy of the original invoice, receipt or bill of sale for the purchase of the Product or Accessory. You must present a valid proof of purchase upon making any claims pursuant to this Limited Warranty. If no valid proof of purchase is supplied and the Product or

Accessory was manufactured more than fifteen (15) months prior to the date the claim is made, HTC has no obligation to provide support under the Limited Warranty.

Upon completion of these steps, the provider, retailer, or HTC will provide You with instructions regarding how and when the Product or Accessory should be returned. You may be responsible for costs in connection with the return of the Product or Accessory to the provider, retailer, or HTC.

If You return the Product or Accessory during the Warranty Period and it satisfies the terms of this Limited Warranty, HTC or its authorized agent will, at its sole discretion, repair or replace it. Repair or replacement may involve the use of a functionally equivalent reconditioned Product and/or parts. The provider, retailer, or HTC will return the repaired or replacement Product or Accessory to You in good working condition. Any Product, Accessory, or parts or components thereof that are replaced under the terms of this Limited Warranty become the property of the provider, retailer, or HTC.

Rather than ask You to return the Product or Accessory, HTC may instead elect to supply user-installable parts directly to You to fulfill its Limited Warranty obligations. You in turn agree to return the replaced parts if requested by HTC.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information, and/or removable memory from the Product, such as micro SD cards. HTC is not responsible for damage to or loss of any programs, data, images, personal information, or removable storage media. DURING THE NORMAL

REPAIR PROCESS, THE CONTENTS OF THE PRODUCT WILL LIKELY BE ERASED, INCLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. At HTC's sole discretion, the Product or Accessory may be returned to You in either the original configuration or as updated to the newest available software. HTC reserves the right to restrict warranty service to the country where the Product or Accessory was intended to be sold. HTC must be notified of a perceived malfunction during the applicable Warranty Period in order for You to be eligible for any remedy under the Limited Warranty. Do not ship Your Product or Accessory directly to HTC unless You are asked to do so when following the steps above. If You need to return the Product or Accessory for warranty service, the steps above must be followed