

Warranty Statement

HTC End User License Agreement

HTC Corporation
No. 23, Xinghua Rd. Taoyuan City,
Taoyuan County 330, Taiwan

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. "Screen Replacement Eligible Product" means a Product intended to be sold in the United States (i) that is a new mobile device from the HTC One family manufactured by or for HTC; (ii) purchased on or between March 25, 2014 and September 30, 2014 from an authorized retailer; (iii) that can be identified by the "HTC" trademark, trade name, or logo affixed to the mobile device as originally supplied such as the following models: 99HYK010-00, 99HYK012-00, 99HYK178-00, 99HYJ002-00, 99HYJ004-00, 99HYJ007-00, 99HYH002-00, 99HYH013-00, 99HYH008-00, 99HYH018-00, 99HYK010-01, 99HYK012-01, 99HYK178-01, 99HYJ002-01, 99HYJ004-01, 99HYJ007-01, 99HYH002-01, 99HYH013-01, 99HYH008-01, 99HYH018-01; and (iv) that is mechanically and electrically sound (i.e. it must power on) at the time You submit it to HTC for warranty service. Notwithstanding the previous sentence, HTC may designate additional Products as Screen Replacement Eligible Products for purposes of this HTC Limited Warranty. For a current list of Screen Replacement Eligible Products entitled to the

Screen Replacement Benefit, please go to: www.htc.com/us/go/screen-eligible-products/.

3. "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.
4. "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.
5. "Screen Replacement Benefit Period," for a Screen Replacement Eligible Product, means six (6) months from the date You purchased the Screen Replacement Eligible Product from an authorized retailer; unless You and HTC agree in writing to a different duration.
6. "State" means a State, the District of Columbia, and any other United States territory or possession; however, the Screen Replacement Benefit is not available in any other United States territory or possession.
7. "You" or "Your" means the original retail purchaser and/or original end-user of the Product, Screen Replacement Eligible Product or Accessory.

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
 13. 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.

WHAT IS COVERED UNDER THE SCREEN REPLACEMENT BENEFIT?

During the Screen Replacement Benefit Period HTC will, at no charge to You, provide one repair or replacement of a cracked, scratched, or broken screen of the Screen Replacement Eligible Product caused by an accident from handling that is the result of an unexpected and unintentional external event (e.g. drops) that arises from your normal daily usage of the Screen Replacement Eligible Product as intended for such Screen Replacement Eligible Product ("Screen Replacement Benefit").

This Screen Replacement Benefit 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 or any other person. This Screen Replacement Benefit gives You specific legal rights, and You may also have other rights which vary from State to State.

WHAT IS NOT COVERED UNDER THE SCREEN REPLACEMENT BENEFIT?

This Screen Replacement Benefit does not apply other than to the Screen Replacement Eligible Product. It therefore does not apply to any non-eligible product, non-HTC equipment or any software whatsoever, whether developed by HTC or a third party, even if packaged with or installed on the Screen Replacement Eligible Product 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 SCREEN REPLACEMENT ELIGIBLE PRODUCT THAT YOU PURCHASED, THIS SCREEN REPLACEMENT BENEFIT SHALL NOT APPLY:

1. if the Screen Replacement Eligible Product serial number or the IMEI/MEID number has been removed, erased, defaced, or altered, or is illegible;
2. if the battery of the Screen Replacement Eligible Product was improperly installed by You or another person or if the seals of the battery enclosure or the cells of the Screen Replacement Eligible Product are broken or show evidence of tampering, or if the battery of the Screen Replacement Eligible Product has been used in equipment other than that for which it has been specified;

3. if the Screen Replacement Eligible Product has suffered unauthorized modifications or connections, unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
4. if the screen of the Screen Replacement Eligible Product was damaged by use not in accordance with the user manual, rough handling beyond normal use, exposure to moisture, dampness or extreme thermal or environmental conditions, or a rapid change in such conditions, corrosion or oxidation.

This Screen Replacement Benefit is valid and enforceable only in the United States (excluding territories and possessions) where the Screen Replacement Eligible Product is intended to be sold. Moreover, if the Screen Replacement Eligible Product is returned to be repaired under this Screen Replacement Benefit in a country other than the United States, HTC will return the Screen Replacement Eligible Product unrepaired.

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. INsofar AS SUCH WARRANTIES CANNOT BE DISCLAIMED, HTC LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND THE SCREEN REPLACEMENT BENEFIT 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 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.

HOW DO I CLAIM THE SCREEN REPLACEMENT BENEFIT?

In the event of a cracked, scratched or broken screen of the Screen Replacement Eligible Product, You should take the following actions:

1. Refer to the resources available at www.htc.com/support in order to contact an HTC service center. Only HTC or an HTC authorized service center should perform service on the Screen Replacement Eligible Product.
2. When You contact HTC, please be sure to have the following information available:
 - a. The model, serial number, and IMEI/ESN number of the Screen Replacement Eligible Product.
 - b. Your full address and contact information.
 - c. A copy of the original invoice, receipt or bill of sale for the purchase of the Screen Replacement Eligible

Product. You must present a valid proof of purchase upon making any claims for the Screen Replacement Benefit. If no valid proof of purchase is supplied, HTC has no obligation to provide support under the Screen Replacement Benefit.

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

If You return the Screen Replacement Eligible Product during the Screen Replacement Benefit Period and it satisfies the terms of the Screen Replacement Benefit, 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. HTC will return the repaired or replacement product to You in good working condition. Any Screen Replacement Eligible Product, parts or components thereof that are replaced under the terms of the Screen Replacement Benefit become the property of 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 Screen Replacement Eligible 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 Screen Replacement Eligible Product may be returned to You in either the original configuration or as updated to the newest available software.

HTC must be notified of the cracked, scratched or broken screen of the Screen Replacement Eligible Product during the applicable Screen Replacement Benefit Period in order for You to be eligible for any remedy under the Screen Replacement Benefit. Do not ship Your Screen Replacement Eligible Product directly to HTC unless You are asked to do so when following the steps above. If You need to return the Screen Replacement Eligible Product for screen repair service, the steps above must be followed.

HTC END USER LICENSE AGREEMENT

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5. **INDEMNIFICATION.** You agree to hold harmless, indemnify and defend HTC, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims that you have (i) viewed, downloaded, encoded, compressed, copied or transmitted any materials (other than materials provided by HTC) in connection with the Software in violation of another party's rights or in violation of any law, or (ii) violated any terms of this License Agreement. If you are importing the Software from the United States or European Union, you shall indemnify and hold HTC harmless from and against any import and export duties or other claims arising from such importation. You agree that the laws of the State of Washington, the United

States (excluding its conflict of laws) shall govern any and all matters resulted from this Agreement.

- 6. TERMINATION.** This License Agreement will automatically terminate if you fail to comply with any term hereof. No notice shall be required from HTC to effect such termination.



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