

# Warranty Statement

## HTC End User License Agreement

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

**htc**  
*quietly brilliant*

## LIMITED WARRANTY STATEMENT

This limited warranty shall apply to the HTC product (the "Product"). HTC warrants that the product is at the time of its original purchase free of defects in materials and workmanship ("Limited Warranty"). Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits of this warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. THIS LIMITED WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.

This Limited Warranty is subject to the following terms and conditions:

1. This Limited Warranty is given only to the original purchaser of the Product ("Customer"). This Limited Warranty may, however, be transferred to any individual to whom the Product is sold, where HTC has consented in writing to the transfer (and HTC will not unreasonably refuse consent). It shall neither exclude nor limit
  - a) any statutory rights of the Customer or
  - b) any of the Customer's rights against the seller/dealer of the Product.
2. Unless otherwise agreed by the Customer, this Limited Warranty shall last for twenty-four (24) months from the date of original purchase for mobile devices, and twelve (12) months for accessories (whether included in the mobile device sales package or sold separately) other than the media on which any software is provided, CD-ROM, memory card ("Warranty Period").

Customer shall present the PROOF OF PURCHASE upon claiming this Limited Warranty. This Limited Warranty is only valid and enforceable in the countries where the Product is sold. However, if you have purchased the Product in a member state of European Union, Iceland, Norway, or Switzerland and HTC originally intended the Product for sale in one of these countries, this Limited Warranty is valid but response times may vary from country to country in all of these above listed countries. Moreover, if Product is purchased in places other than those stated above, HTC

attempts to repair such Product but can not guarantee the outcome. 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.

3. Throughout the Warranty Period HTC or its authorized agent will, at their discretion, without charge and subject to Clause 7 repair or replace a defective Product. Repair or replacement may involve the use of functionally equivalent reconditioned unit. HTC will return the repaired Product or replaced with another functional equivalent Product to the Customer in good working condition. All replaced faulty parts or components will become the property of HTC.
4. This Limited Warranty applies only to the hardware components of the Product as originally supplied and does not apply to any software or other equipment.
5. If HTC repairs or replaces the Product, the repaired or replaced Product shall continue to be warranted for the remaining time of the original Warranty Period or for three (3) months from the date of repair or replacement, whichever is longer.
6. Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information from the Product. HTC is not responsible for the damage to or loss of any programs, data, or removable storage media where you do not back-up your data.
7. THIS LIMITED WARRANTY SHALL NOT APPLY IF THE DEFECT WAS CAUSED THROUGH ANY OF THE FOLLOWING:
  - a) the Product serial number, the accessory date code the IMEI number, water indicator or the warranty seal has been removed, erased, defaced, altered or is illegible; or
  - b) deterioration of the Product due to normal wear and tear; or
  - c) use other than 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, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, 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 defects in materials or workmanship. This Limited Warranty does not cover physical damage to the surface of the Product including but not limited to cracks or scratches on the LCD screen or camera lens; or

- d) the defects caused by the fact that the battery has been short-circuited 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 those for which it has been specified; or
  - e) the defect was caused by a defective function of the cellular network or other system; or
  - f) the Product software needs to be upgraded due to changes in cellular network parameters; or
  - g) the defect was caused by the fact that the Product was used with or connected to an accessory not approved or provided by HTC or used in other than its intended use and where it can be shown by HTC that such defect is not the fault of the Product itself.
8. Your Product may contain country specific elements, including software, If the Product has been re-exported from its original destination country to another country, the Product may contain country specific elements that are not considered to be a defect under this Limited Warranty.

ANY CLAIM UNDER THIS LIMITED WARRANTY IS SUBJECT TO YOU NOTIFYING HTC OR A HTC AUTHORIZED SERVICE AGENT OF THE ALLEGED DEFECT WITHIN A REASONABLE TIME OF IT HAVING COME TO YOUR ATTENTION AND IN ANY EVENT NO LATER THAN BEFORE THE EXPIRY OF THE WARRANTY PERIOD.

9. In the event of Product failure, the Customer should take the following actions:
- a) Refer to the user manual in order to identify and possibly correct the problem.
  - b) If the problem cannot be resolved by reference to the user manual the Customer should then contact the dealer where such Product was purchased or visit your local HTC website ([www.htc.com/au](http://www.htc.com/au)), or contact HTC +8863 3753252, or mail to HTC Corporation

No. 23, Xinghua Rd. Taoyuan City, Taoyuan County  
330, Taiwan for further information.

- c) Before the Customer contacts HTC service agent, please ensure the following information is at hand:
- The model and serial number, IMEI number of the Product.
  - The Customer's full address and contact information.
  - A copy of the Customers original invoice, receipt or bill of sale of the purchase of the Product. HTC will provide the Customer with instructions regarding how and when the defective Product should be returned. HTC will pay costs in connection with both the return of the defective product to HTC and the repaired Product back to the Customer if the Defective Product is within the Warranty Period.

10. THIS LIMITED WARRANTY STATES THE ENTIRE WARRANTY GIVEN BY HTC TO THE CUSTOMER.

IN NO EVENT SHALL HTC BE LIABLE UNDER THIS LIMITED WARRANTY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER TO THE FULLEST EXTENT THAT THOSE LOSSES OR DAMAGES CAN BE DISCLAIMED BY LAW.

IN ANY CASE HTC AND ITS SUPPLIERS ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE HARDWARE. HTC does not exclude or limit liability for personal injury or death resulting from its own negligence, for defects in the Product arising out of its or its manufacturers' negligence.

THE LAWS OF CERTAIN COUNTRIES MAY STATE THAT THE MANUFACTURER MAY NOT EXCLUDE OR LIMIT ASPECTS OF ITS LIABILITY TO THE CONSUMER. WHERE THAT IS THE CASE, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS LIMITED WARRANTY WILL NOT APPLY. This warranty gives the Customer specific legal rights; the Customer may also have other rights, which may vary from country to country.

This limited warranty does not affect the Customers statutory rights in law specific to the country of purchase,

such rights remain protected.

This Limited Warranty will be updated by HTC from time to time. Please visit your local HTC website to obtain the latest version of the Limited Warranty for the Product.

For more information and to contact support, please refer to HTC webpage at: <http://www.htc.com>

# 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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