

Terms and Conditions

KOBO™ eREADER AURA LIMITED WARRANTY - AUSTRALIA

This Limited Warranty is provided by Kobo Inc. ("Kobo") and gives you specific legal rights with respect to your Kobo eReader, version N514 ("eReader"). Please review it carefully. You may also have other rights under consumer protection laws of the jurisdiction of your purchase or, if different, residence, which rights may vary from jurisdiction to jurisdiction, in which case this Limited Warranty does not affect those rights to the extent that such rights may not be limited under law to those stated herein.

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 reasonably foreseeable 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.

What is covered by the one (1) year Standard Limited Warranty?

Subject to the terms and conditions of this Limited Warranty, Kobo warrants that the hardware components comprising your eReader will be free from defects in materials and workmanship under normal consumer use for a period of one (1) year from the date of original retail purchase (the "Standard Warranty Period"). During this Standard Warranty Period, if a defect arises that is covered by this Limited Warranty, Kobo will, subject to the terms and conditions of this Limited Warranty, at its option, either: (i) replace your eReader with a new or refurbished model of equal or greater value; or (ii) repair your eReader using new or refurbished parts. For the purposes of this Limited Warranty, "refurbished" means a product or part that has been returned to its original specifications in Kobo's sole discretion. **The foregoing is your sole and exclusive remedy for any breach of this Limited Warranty or for any other claims otherwise relating to this Limited Warranty.**

What is not covered by this Limited Warranty?

The Limited Warranty described herein does not cover: (a) damage or malfunctions caused by accident, misuse, neglect, abuse, acts of God or other external causes; damage or malfunctions caused by third-party products including, without limitation, software, downloaded data or materials, consumable parts, accessories or peripherals; damage or malfunctions caused by Internet or telecommunications failures; damage or malfunctions caused by commercial use; or damage or malfunctions caused by unauthorized opening, use, service, tampering, alteration, repair or modification; (b) cosmetic damage or normal wear and tear; (c) any software, whether or not contained in or distributed with your eReader; (d) any downloaded data or materials; (e) consumable parts, such as batteries; (f) accessories or peripherals; or (g) damage caused by inadequate packing or shipping procedures in returning your eReader to Kobo for service.

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How to make a Warranty Claim or arrange for Warranty Service?

Please access and review the online help resources available at www.kobo.com/help/koboaura before requesting warranty service.

To make a warranty claim or arrange for warranty service for your eReader, you must contact Kobo at the following number during the Standard Warranty Period:

1-800-357-270

When you contact Kobo at the number above, Kobo will provide a Return Merchandise Authorization ("RMA") number and specific instructions to you as to how and where to return your eReader. You may be required to provide your contact details, place of purchase, date of purchase and the model and serial number of the eReader to be returned. Your eReader must be shipped, prepaid and insured by you, in its original packaging, together with proof of purchase (i.e., a dated purchase or gift receipt) and the RMA number provided by Kobo, to the address specified by Kobo. You may also be required to provide a valid credit card number in order to obtain an advance replacement eReader before Kobo receives your eReader at its returns centre. You must return your eReader within the timeframe specified by Kobo; if you do not or if Kobo determines that your returned eReader is not covered by the Limited Warranty, Kobo reserves the right to charge your credit card for the retail purchase price of any advance replacement eReader sent to you plus applicable shipping and handling costs. If no credit card number is provided, you will be required to send your eReader to Kobo before a replacement is sent out.

Before you send your eReader to Kobo for warranty service, it is your responsibility to back up any data, software or files that you may have stored on your eReader. Any such data, software or files may be lost or reformatted during service. Neither Kobo nor its affiliates, resellers, distributors or agents will be responsible for any damage to or loss of your data, software or files or for the cost of backing up or recovering your data, software or files.

Your eReader or a replacement will be returned to you configured as your product was configured when originally purchased, subject to applicable updates that Kobo, in its discretion, makes generally available free of charge. You will be responsible for reinstalling all other data, software and files.

You will be solely responsible for any cost, expense, loss or damage relating to your failure to comply with the above terms or Kobo's instructions.

Kobo will collect, use, disclose and maintain your customer information for the purpose of communicating

with you and providing any applicable warranty service to you under the applicable Limited Warranty, in accordance with its privacy policy available at www.kobo.com/privacypolicy.

What Will Kobo Do When It Receives Your eReader?

When Kobo receives your eReader, it will examine it and determine whether it is covered by this Limited Warranty. If, upon examination, Kobo determines that your eReader is covered by this Limited Warranty and an advance replacement eReader has not already been provided to you, Kobo will, within a reasonable period of time, at its option, do one of the following: (i) replace your eReader with a new or refurbished model of equal or greater value; or (ii) repair your eReader using new or refurbished parts. If your eReader is covered by the Limited Warranty, Kobo will send the replacement or repaired eReader to you within the United Kingdom, at Kobo's cost and by Kobo's choice of carrier. Any international shipping charges, duties or other associated costs will be at your expense. If, upon examination, Kobo determines that your eReader is not covered by this Limited Warranty, Kobo will: (i) return your eReader to you, at your expense, or (ii) if an advance replacement eReader has been provided to you, charge your credit card for the retail purchase price of such replacement, plus applicable shipping and handling costs. Any returned eReader or eReader parts for which a replacement is given shall become the property of Kobo.

What will be the warranty period if your eReader is replaced or repaired?

If your eReader is replaced or repaired during the Standard Warranty Period, it will be covered by this Limited Warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment of the replacement or repaired eReader, whichever is longer.

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Governing Law and Jurisdiction

If you reside in the United Kingdom, this Limited Warranty and any dispute that might arise between you and Kobo in respect of this Limited Warranty is to be governed by and construed in accordance English law (without regard to principles of conflict of laws) and the forum or venue for any dispute arising out of or relating to this Limited Warranty shall be in London, England. The United Nations Convention on Contracts for the International Sale of Good is hereby excluded in its entirety from application to this Limited Warranty.

General

If any term of this Limited Warranty is held to be invalid or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect. Waiver by Kobo of any default will not be deemed a continuing waiver of such default or a waiver of any other default. By use of your eReader you accept and agree to the terms and conditions of this Limited Warranty. You further agree that this Limited Warranty and any and all related documents shall be drawn up in English only. This Limited Warranty has been last updated October 18, 2011.