

WARRANTY STATEMENT

HTC End User License Agreement

Microsoft Software License Terms for
Windows Mobile 6 Software

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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").

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"). 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. This Limited Warranty shall last for twelve (12) 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, CDrom, memory card. ("Warranty Period")

Customer shall present the PROOF OF PURCHASE upon claiming this Limited Warranty. This Limited Warranty may not be sold-on, assigned, transferred or given to any subsequent purchaser or acquirer of the Product. This Limited Warranty is only valid and enforceable in the countries where the Product is sold. Moreover, if Product is returned to be repaired under

this Limited Warranty in the place other than where you purchased, 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.
- 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, or HTC service center or www.htc.com 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/ESN number of the Product.

The Customer's full address and contact information.

A copy of the Customer's 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.

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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.

HTC End User License Agreement

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- 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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The terms also apply to any

- updates,
- supplements,
- Internet-based services, and
- support services

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If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; www.mpegla.com.

6. DIGITAL CERTIFICATES. The software uses digital certificates in X.509 format. These digital certificates are used for authentication.

- 7. CONNECTIVITY SOFTWARE.** Your device package may include Windows Mobile Device Center or Microsoft ActiveSync software. If it is included, then you may install and use it in accordance with the license terms that are provided with it. If no license terms are provided, then you may install and use only one (1) copy of the software on a single computer.
- 8. NETWORK ACCESS.** If you are using a network, such as an employer network, the network administrator may limit features or functionality on your device.
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