

WARRANTY STATEMENT

CARTÃO DE GARANTIA

TARJETA DE GARANTÍA

HTC End User License Agreement

Microsoft Software License Terms for
Windows Mobile 6 Software

HTC Corporation

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DECLARAÇÃO DE GARANTIA LIMITADA

Essa garantia limitada se aplica ao produto HTC (o “Produto”). A HTC garante que o produto, no momento de sua compra original está livre de defeitos de material e fabricação (“Garantia Limitada”). ESTA GARANTIA LIMITADA NÃO AFETA SEUS DIREITOS LEGAIS.

Esta Garantia Limitada está sujeita aos seguintes termos e condições:

- 1.** Esta Garantia Limitada é fornecida apenas ao comprador original do Produto (“Cliente”). Esta Garantia Limitada pode, entretanto, ser transferida a qualquer pessoa para quem o Produto seja vendido, desde que a HTC tenha consentido a transferência por escrito (e a HTC não negará o consentimento injustamente). Ela não excluirá nem limitará:
 - a)** nenhum direito legal do Cliente ou
 - b)** nenhum dos direitos legais do Cliente contra o vendedor/ revendedor do Produto.
- 2.** Esta Garantia Limitada terá a duração de doze (12) meses a partir da data da compra original para os dispositivos móveis e doze (12) meses para acessórios (incluídos no pacote de vendas do dispositivo móvel ou vendidos separadamente) além da mídia em que qualquer software é fornecido, CD-ROM, cartão de memória (“Período de Garantia”).

O Cliente deve apresentar **COMPROVAÇÃO DE COMPRA** ao reivindicar esta Garantia Limitada. Esta Garantia Limitada é válida e aplicável apenas nos países em que o Produto é vendido. Os tempos de resposta e

disponibilidade do serviço de garantia podem variar de país a país e também estar sujeitos à exigência de registro no país da compra.

- 3.** Em todo o Período da Garantia a HTC ou seu agente autorizado irá, a seu critério, sem cobrança e sujeito à Cláusula 7 reparar ou substituir o Produto defeituoso. O reparo ou substituição pode envolver o uso de uma unidade recondicionada com funcionalidade equivalente. A HTC devolverá o Produto reparado ou substituído por outro Produto com funcionalidade equivalente ao Cliente em boas condições de funcionamento. Todas as peças ou componentes defeituosos substituídos se tornarão propriedade da HTC.
- 4.** Esta Garantia Limitada se aplica apenas aos componentes de hardware do Produto como fornecidos originalmente e não se aplica a nenhum software ou outro equipamento.
- 5.** Se a HTC reparar ou substituir o Produto, o Produto reparado ou substituído continuará a ser garantido pelo tempo restante do Período de Garantia original ou por três (3) meses a partir da data do reparo ou substituição, o que for mais longo.
- 6.** Antes de devolver qualquer unidade para a execução de serviços, não deixe de fazer backup dos dados e remover todas as informações pessoais, confidenciais ou de propriedade exclusiva do Produto. A HTC não é responsável por danos ou perda de nenhum programa, dados ou mídia de armazenagem removível caso você não faça backup de seus dados.
- 7.** ESTA GARANTIA LIMITADA NÃO SE APLICARÁ SE O DEFEITO FOR CAUSADO ATRAVÉS DE QUALQUER UM DOS ITENS A SEGUIR:

- a)** o número de série do Produto, o código de data do acessório, o número IMEI, o indicador de água ou o selo de garantia ter sido removido, apagado, desfigurado, alterado ou estiver ilegível; ou
- b)** deterioração do Produto devido ao desgaste normal; ou
- c)** uso diferente daquele que está de acordo com o manual do usuário, manuseio descuidado, exposição à umidade, condições ambientais ou térmicas extremas ou a uma mudança brusca de tais condições, corrosão, oxidação, conexões ou modificações não autorizadas, reparo ou abertura não autorizada, reparo com o uso de peças sobressalentes não autorizadas, acidentes, forças da natureza ou outras ações além do controle razoável da HTC (incluindo mas não se limitando a deficiências em peças consumíveis) a menos que o defeito seja causado diretamente por defeitos de material ou fabricação. Esta Garantia Limitada não cobre danos físicos à superfície do Produto, incluindo mas não se limitando a trincas e arranhões na tela LCD ou na lente da câmera; ou
- d)** defeitos causados pelo fato de a bateria ter entrado em curto-circuito ou pelo fato de as vedações do recipiente da bateria ou células estarem quebradas ou apresentarem evidência de adulteração ou pelo fato de a bateria ter sido usada em um equipamento diferente daquele para o qual foi especificada; ou
- e)** o defeito foi causado por uma função defeituosa da rede de celular ou outro sistema; ou
- f)** o software do Produto precisar ser atualizado devido a alterações nos parâmetros da rede do celular; ou

- g)** o defeito tenha sido causado pelo fato de o Produto ter sido usado com ou conectado a um acessório não aprovado ou fornecido pela HTC ou ter sido usado de modo diferente do uso pretendido e quando puder ser demonstrado pela HTC que tal defeito não é culpa do Produto propriamente dito.
- 8.** Seu Produto pode conter elementos específicos do país, incluindo software. Se o Produto tiver sido reexportado de seu país de destino original para outro país, o Produto poderá conter elementos específicos do país que não são considerados como um defeito de acordo com esta Garantia Limitada.

QUALQUER REIVINDICAÇÃO DE ACORDO COM ESTA GARANTIA LIMITADA ESTÁ SUJEITA À NOTIFICAÇÃO À HTC OU A UM AGENTE DE SERVIÇOS AUTORIZADO PELA HTC SOBRE O DEFEITO ALEGADO DENTRO DE UM TEMPO RAZOÁVEL EM QUE VOCÊ O PERCEBEU E, EM QUALQUER CASO, ANTES DO TÉRMINO DO PERÍODO DE GARANTIA.

- 9.** Em caso de falha do Produto, o Cliente deve efetuar as seguintes ações:
 - a)** Consultar o manual do usuário para identificar e possivelmente corrigir o problema.
 - b)** Caso o problema não possa ser resolvido através da consulta ao manual do usuário, o Cliente deverá então contatar o revendedor do qual este Produto foi comprado ou acessar o site local da HTC, o centro de serviços da HTC ou www.htc.com/br para obter mais informações.
 - c)** Antes do Cliente contatar o agente de serviços da HTC, certifique-se de que as informações a seguir estejam à mão:

- O modelo e o número de série, o número IMEI do Produto.
- O endereço completo do cliente e as informações de contato.
- Uma cópia da nota fiscal, recibo ou comprovante de venda original do Cliente referente ao Produto. A HTC fornecerá ao Cliente as instruções sobre como e quando o Produto com defeito deve ser devolvido. A HTC pagará os custos relativos à devolução do produto defeituoso, assim como ao envio do produto reparado ao Cliente caso o Produto defeituoso esteja dentro do período de garantia.

10. ESTA GARANTIA LIMITADA INDICA A GARANTIA INTEGRAL FORNECIDA PELA HTC AO CLIENTE.

EM NENHUM CASO A HTC SERÁ RESPONSABILIZADA DE ACORDO COM ESTA GARANTIA LIMITADA POR PERDA DE LUCRO, PERDA DE ECONOMIA PREVISTA, PERDA DE DADOS, PERDA DO USO DO PRODUTO OU QUALQUER EQUIPAMENTO ASSOCIADO, OU DANOS OU PERDAS CONSEQÜENCIAIS, INCIDENTAIS OU INDIRETAS DE QUALQUER NATUREZA, QUALQUER QUE SEJAM ELAS, ATÉ O PONTO MÁXIMO EM QUE ESSAS PERDAS OU DANOS POSSAM SER REQUERIDAS POR LEI.

EM QUALQUER CASO A RESPONSABILIDADE TOTAL DA HTC E SEUS FORNECEDORES DE ACORDO COM QUALQUER CLÁUSULA DESTA GARANTIA LIMITADA SE LIMITARÁ AO VALOR REALMENTE PAGO PELO CLIENTE PELO HARDWARE. A HTC não exclui nem limita a responsabilidade por ferimentos pessoais ou morte que resultem de sua própria negligência, por defeitos no Produto que surjam por sua própria negligência ou pela negligência de seus fabricantes.

AS LEIS DE ALGUNS PAÍSES PODEM INDICAR QUE O FABRICANTE NÃO PODE EXCLUIR OU LIMITAR ASPECTOS DE SUA RESPONSABILIDADE PARA COM O CONSUMIDOR. QUANDO FOR O CASO, AS EXCLUSÕES E LIMITAÇÕES DE RESPONSABILIDADE DESTA GARANTIA LIMITADA NÃO SE APLICARÃO. Esta garantia dá ao Cliente direitos legais específicos; o Cliente também pode ter outros direitos, que poderão variar de país a país.

Esta garantia limitada não afeta os direitos legais do Cliente relativos a leis específicas do país de compra. Esses direitos permanecem protegidos.

Esta Garantia Limitada será atualizada pela HTC de tempos em tempos. Acesse o site local da HTC para obter a versão mais recente da Garantia Limitada para o Produto.

Para obter mais informações e contatar o suporte, consulte o site da HTC:
<http://www.htc.com/la>

ACUERDO DE GARANTÍA LIMITADA

Esta garantía limitada se refiere al producto HTC (al "Producto"). HTC garantiza que el producto está libre de defectos en material y mano de obra al momento de su compra original ("Garantía Limitada"). ESTA GARANTÍA LIMITADA NO AFECTA SUS DERECHOS OTORGADOS POR LA LEY.

Esta Garantía Limitada está sujeta a los siguientes términos y condiciones:

- 1.** Esta Garantía Limitada se otorga solamente al comprador original del Producto ("Cliente"). Esta Garantía Limitada puede, sin embargo, transferirse a cualquier individuo a quien se le vende el Producto, siempre que HTC haya otorgado consentimiento por escrito de la transferencia (y HTC no se negará su consentimiento de manera no razonable). No excluirá ni limitará
 - a)** ningún derecho que le otorgue la ley al Cliente o
 - b)** ningún derecho del Cliente en contra del vendedor/distribuidor del Producto.
- 2.** Esta Garantía Limitada será válida por doce (12) meses a partir de la fecha de compra original para aparatosmóviles, y doce (12) meses para accesorios (ya sea incluidos en el paquete de venta del aparato móvil o vendidos por separado) que no sean los medios en los que se proporciona cualquier software, CD-ROM, tarjeta de memoria ("Período de Garantía").

El Cliente deberá presentar un COMPROBANTE DE COMPRA la reclamar esta Garantía Limitada. Esta Garantía Limitada sólo es válida y se hará cumplir en los países en donde el Producto es vendido. La disponibilidad de servicio y tiempos de respuesta de la Garantía pueden variar de país a país y también pueden estar sujetos a un requisito de registro en el país de compra.

3. A lo largo del Período de Garantía HTC o sus agentes autorizados, a su discreción, sin cargo alguno y sujetos a la Cláusula 7 repararán o reemplazarán un Producto defectuoso. La reparación o el reemplazo puede involucrar el uso de una unidad reacondicionada con funcionalidad equivalente. HTC devolverá al Cliente el Producto reparado o reemplazará con otro Producto funcionalmente equivalente en buen funcionamiento. Todas las partes o componentes defectuosos reemplazados pasarán a ser propiedad de HTC.
4. Esta Garantía Limitada se aplica únicamente a los componentes de hardware del Producto proporcionados originalmente y no se aplica a cualquier software u otro equipo.
5. Si HTC repara o reemplaza el Producto, el Producto reparado o reemplazado continuará teniendo la garantía por el tiempo restante del Período de Garantía original o por tres (3) meses a partir de la fecha de reparación o reemplazo, lo último que ocurra.
6. Antes de devolver cualquier unidad para darle servicio, asegúrese de respaldar y extraer del Producto cualquier información confidencial, de propietario o personal. HTC no es responsable por el daño o pérdida de cualquier programa, datos o unidad de almacenamiento removible de los que no haya respaldado su información.

- 7. ESTA GARANTÍA LIMITADA NO SE APLICARÁ SI EL DEFECTO FUE CAUSADO POR CUALQUIERA DE LOS SIGUIENTES CASOS:**
- a)** el número de serie del Producto, el código de fecha del accesorio el número de identificación internacional del equipo móvil (IMEI), indicador de agua o el sello de garantía ha sido removido, borrado, desfigurado, alterado o es ilegible; o
 - b)** deterioro del Producto debido al uso y desgaste normal; o
 - c)** uso distinto al que vaya de acuerdo al manual de usuario, manipulación brusca, exposición a la humedad, o condiciones extremas de temperatura o medio ambiente o un cambio brusco en dichas condiciones, corrosión, oxidación, modificaciones o correcciones no autorizadas, apertura o reparación no autorizada, reparación utilizando partes de repuesto no autorizadas, accidentes, fuerzas de la naturaleza, u otras acciones fuera del control razonable de HTC (incluyendo pero no limitado a deficiencias en partes consumibles) a menos de que el defecto haya sido causado directamente por defectos en materiales o mano de obra. Esta Garantía Limitada no cubre el daño físico a la superficie del Producto incluyendo pero no limitado a fisuras o raspaduras en la pantalla de LCD o lente de la cámara; o
 - d)** los defectos causados por el hecho de que la batería sufrió un corto-circuito o por el hecho de que los sellos de la cubierta o las celdas de la batería están rotos o muestran evidencia de haber sido forzadas o por el hecho de que la batería ha sido utilizada en equipos distintos a aquellos para los cuales ha sido especificada; o

- e) el defecto fue causado por un funcionamiento defectuoso de la red celular u otro sistema; o
 - f) el software del Producto debe ser actualizado debido a cambios en los parámetros de la red celular; o
 - g) el defecto fue causado por el hecho de que el Producto fue utilizado con o conectado a un accesorio no aprobado o proporcionado por HTC o se le dio un uso distinto al uso planeado y en donde HTC pudiese demostrar que dicho defecto no es una falla del Producto mismo.
8. Su Producto puede contener elementos específicos para un país, incluyendo software. Si el Producto ha sido re-exportado de su país de destino original hacia otro país, el Producto puede contener elementos específicos para un país que no se considera que sean un defecto bajo esta Garantía Limitada.

CUALQUIER RECLAMACIÓN BAJO ESTA GARANTÍA LIMITADA ESTÁ SUJETA A QUE USTED NOTIFIQUE A HTC O A UN AGENTE DE SERVICIO AUTORIZADO POR HTC DEL DEFECTO ALEGADO DENTRO DE UN PERÍODO DE TIEMPO RAZONABLE A PARTIR DE QUE USTED LO HAYA NOTADO Y EN CUALQUIER CASO NO MÁS ALLÁ DE LA EXPIRACIÓN DEL PERÍODO DE GARANTÍA.

9. En el caso de falla del Producto, el Cliente deberá llevar a cabo las siguientes acciones:
- a) Consultar el manual de usuario para identificar y posiblemente corregir el problema.

- b)** Si el problema no puede ser resuelto después de haber consultado el manual de usuario el Cliente deberá entonces ponerse en contacto con el comercio donde fue comprado el Producto o visitar el sitio web local de HTC, o centro de servicio HTC o www.htc.com/la para mayor información.
- c)** Antes de que el Cliente se ponga en contacto con el agente de servicio de HTC, por favor asegúrese de tener a la mano la siguiente información:
- El modelo y número de serie, número IMEI del Producto.
 - La dirección completa e información de contacto del Cliente.
 - Una copia de la factura original, recibo o comprobante de venta por la compra del Producto del Cliente. HTC le proporcionará al Cliente instrucciones referentes a la manera y tiempo dentro del cual el Producto defectuoso deberá ser devuelto. HTC pagará el costo relativo tanto a la devolución del producto defectuoso a HTC como al envío del Producto reparado de vuelta al Cliente si el Producto Defectuoso está dentro del Período de Garantía.

10. ESTA GARANTÍA LIMITADA ESTABLECE LA TOTALIDAD DE LA GARANTÍA PROPORCIONADA POR HTC AL CLIENTE.

EN NINGÚN CASO HTC DEBERÁ SER RESPONSABLE BAJO ESTA GARANTÍA LIMITADA POR PÉRDIDA DE UTILIDADES, PÉRDIDA DE AHORROS ANTICIPADOS, PÉRDIDA DE INFORMACIÓN, PÉRDIDA DE USO DEL PRODUCTO O CUALQUIER EQUIPO ASOCIADO, O PÉRDIDAS O DAÑOS DE CUALQUIER NATURALEZA INDIRECTOS, INCIDENTALS O CONSIGUIENTES CUALQUIERA, EN LA MEDIDA EN QUE LA LEY PERMITA NEGAR DICHAS PÉRDIDAS O DAÑOS.

EN CUALQUIER CASO LA RESPONSABILIDAD COMPLETA DE HTC Y SUS PROVEEDORES BAJO CUALQUIER ESTIPULACIÓN DE ESTA GARANTÍA LIMITADA ESTARÁ LIMITADA AL IMPORTE REALMENTE PAGADO POR EL CLIENTE POR EL HARDWARE. HTC no excluye o limita la responsabilidad por daños personales o muerte como resultado de su propia negligencia, por defectos en el Producto como consecuencia de su negligencia o la de sus fabricantes.

LAS LEYES DE CIERTOS PAÍSES PUEDEN ESTIPULAR QUE EL FABRICANTE NO PUEDE EXCLUIR O LIMITAR ASPECTOS DE SU RESPONSABILIDAD PARA CON EL CONSUMIDOR. EN DONDE ESTE FUESE EL CASO, NO SE APLICARÁN LAS EXCLUSIONES Y LIMITACIONES DE RESPONSABILIDAD DE ESTA GARANTÍA LIMITADA. Esta garantía le da al Cliente derechos legales específicos; el Cliente también puede tener otros derechos, los cuales pueden variar de un país a otro.

Esta garantía limitada no afecta los derechos otorgados por la ley al Cliente específicos para el país de compra, dichos derechos permanecerán protegidos.

Esta Garantía Limitada será actualizada por HTC periódicamente. Por favor visite su sitio web local de HTC para obtener la versión más reciente de la Garantía Limitada para el Producto.

Para mayor información y para ponerse en contacto con el departamento de asistencia, por favor consulte la página web de HTC en: <http://www.htc.com/la>

English

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 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.** 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, 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. 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, 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 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.

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/la>

HTC End User License Agreement

IMPORTANT -- READ CAREFULLY BEFORE USING THIS SOFTWARE:

This License Agreement ("License Agreement") for a certain HTC product is a legal agreement between you (either an individual or an entity) and HTC Corporation and its third party suppliers and licensors (collectively "HTC") for all the relevant software (which includes components provided by suppliers and licensors to HTC) bundled with the HTC product purchased by you ("Software").

YOUR ACCEPTANCE BY ACTIVATING, USING, DOWNLOADING OR INSTALLING THIS PHONE AND/OR THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT.

If, prior to indicating your acceptance by activating, using, downloading or installing this phone and/or the Software, you determine that you are unwilling to agree to the terms of this License Agreement, you have no right to use the Software and you should: (i) promptly return the Software to HTC or delete it; or (ii) if you have purchased the HTC Product on which the Software is pre-installed by or on behalf of HTC, promptly return the HTC Product and the accompanying Software and items (including documentation and packaging) to HTC or the HTC authorized distributor from whom you purchased the HTC Product.

ANY THIRD PARTY SOFTWARE THAT MAY BE PROVIDED WITH THE SOFTWARE IS INCLUDED FOR USE AT YOUR OPTION. IF YOU CHOOSE

TO USE SUCH THIRD PARTY SOFTWARE, THEN SUCH USE SHALL BE GOVERNED BY SUCH THIRD PARTY'S LICENSE AGREEMENT. HTC IS NOT RESPONSIBLE FOR ANY THIRD PARTY'S SOFTWARE AND SHALL HAVE NO LIABILITY FOR YOUR USE OF THIRD PARTY SOFTWARE.

- 1. GRANT OF LICENSE.** HTC hereby grants to you a non-exclusive, non-transferable and restricted license to use the Software and any related documentation ("Documentation") subject to the following terms:

You shall use the Software solely in conjunction with the handheld device in which the Software is originally embedded.

2. LICENSE RESTRICTIONS.

- a)** Except to the extent otherwise expressly and unambiguously authorized by HTC or to the extent such restrictions are explicitly prohibited by applicable law, you shall **NOT**: (i) permit other individuals to use the Software; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation; (iii) copy the Software or Documentation (except for a back-up upon a repair/replacement, provided that such back-up is not installed or used on any computer, and shall be deleted/destroyed immediately after repair/replacement. Any other copies You make of the Software are in violation of this Agreement); (iv)

rent, lease, transfer, sublicense or otherwise transfer rights to the Software or Documentation; (v) remove any proprietary notices or labels on the Software or Documentation; or (vi) add, integrate or combine any other software with the Software. Any such forbidden use shall immediately terminate your license to the Software.

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