

HTC Cryptocurrency Terms & Conditions

Effective Date: February 26, 2019

These terms and conditions (“**Terms & Conditions**”) apply to your use of bitcoin, ethereum and any other such cryptocurrency as indicated by HTC at order checkout (each an “**Accepted Cryptocurrency**”) with respect to your selected payment method on the HTC Corporation (“**HTC**”) e-commerce websites. Please read these Terms & Conditions carefully. By using an Accepted Cryptocurrency as your method of payment, you acknowledge and agree to be bound by these Terms & Conditions. These Terms & Conditions apply in addition all other terms and conditions contained in HTC’s websites. If there is a conflict between these Terms & Conditions and other terms and conditions with respect to an Accepted Cryptocurrency transaction, these Terms & Conditions apply. If you do not agree with these Terms & Conditions, do not select an Accepted Cryptocurrency as your payment method. In these Terms, you are referred to as “**you**” or “**your**” and HTC is sometimes referred to as “**we**,” “**us**” or “**our**”.

Paying with Accepted Cryptocurrency

Transaction verification. Our acceptance of the Accepted Cryptocurrency is verified using a third-party service. We do not guarantee and are not responsible for the availability of those third-party services.

Cryptocurrency valuation. All Cryptocurrency transactions are communicated in US Dollars (USD) or other designated fiat currency. The exchange rate is provided by a third-party service at the time of purchase. To complete your purchase, you will see the total cost of your device purchase in an Accepted Cryptocurrency, based on an exchange rate set by the third-party service. If you do not initiate a payment during a certain period for making payment, the Accepted Cryptocurrency exchange rate may be updated and the Accepted Cryptocurrency price for your purchase may change.

Accepted Cryptocurrency network transaction fees. As with nearly all cryptocurrency transactions, a transaction fee will be added by the applicable Accepted Cryptocurrency network to the total cost of the Accepted Cryptocurrency amount of your purchase (“**Transaction Fee**”). This fee covers the cost of verifying Accepted Cryptocurrency transactions. HTC has no control over this fee and does not receive any portion of the fee. This fee may vary from time to time based on the blockchain network.

Accepted Cryptocurrency transactions are final. By selecting an Accepted Cryptocurrency as your method of payment, you acknowledge the following:

- Accepted Cryptocurrency transactions are final. Once you initiate an Accepted Cryptocurrency transaction, the transaction cannot be reversed. This is a core feature of Accepted Cryptocurrency and not a policy of HTC. If you submit inaccurate information in connection with an Accepted Cryptocurrency payment or refund, you will be solely responsible, and your transaction cannot be undone or cancelled.
- Once an Accepted Cryptocurrency transaction is submitted to the Accepted Cryptocurrency’s network, it will be unconfirmed for a period of time (usually less than one hour, but up to one day or more) pending sufficient confirmation of the transaction by the bitcoin or ethereum networks. A transaction is not complete while it is in a pending state.
- Sales and refunds are not a function of the Accepted Cryptocurrency networks. They are solely provided under the terms set forth herein.

Under payments and over payments. If you attempt to initiate a payment of an Accepted Cryptocurrency different from the exact cost of the device, your purchase may not be completed. In such event, if you still wish to make a purchase, you may be required to re-submit additional payment for the correct amount in order to complete your purchase. Following confirmation of the underpayment, any amount sent to us will be sent back to the cryptocurrency wallet address associated with the purchase, as set forth under the Refunds section, below. Following confirmation of an overpayment, the remainder of the overpayment will be sent back to the cryptocurrency wallet address associated with the purchase, as set forth under the Refunds section, below.

Verification failure. If neither HTC nor its service provider is able to verify the legitimacy of the Accepted Cryptocurrency transaction, your order will be cancelled, and you will be informed via email.

Refunds

General refund policy. Whether your purchase qualifies for a refund is governed by any applicable HTC order terms and conditions. In order to claim a refund on a purchase paid for with an Accepted Cryptocurrency, you will have to follow certain procedures in order to claim your refund, as explained below.

Remorse Period. After shipping the Product to you, you have the right, within seven (7) days from the date of your receipt of the Product or however long as required by applicable local law, whichever is longer, to cancel our contract with you and return the Product.

Refunds issued for the value of your device purchase. If you qualify for a refund, your refund will be issued in the Accepted Cryptocurrency for the USD (or other designated fiat currency) value of your purchase, less any applicable fees, including all transaction and cancellation fees. If you receive your refund in Accepted Cryptocurrency, your refund will be converted from USD (or other designated fiat currency) to Accepted Cryptocurrency based on an exchange rate at the time the refund is completed. You acknowledge that if the value of Accepted Cryptocurrency against USD (or other designated fiat currency) has risen since the time of your purchase, you will receive less Accepted Cryptocurrency than you paid at the time of your purchase.

Cancelled orders. Cancelled orders may qualify for a refund in the Accepted Cryptocurrency you originally paid. A refund will be issued for the full USD (or other designated fiat currency) value of the order and processed at the Accepted Cryptocurrency exchange rate when the refund is completed. A refund for cancelled orders will be issued for the original value of the order, less any applicable restocking fees and Transaction Fees.

Method of refunds. Your refund will be issued to either the cryptocurrency wallet address you provided in connection with your purchase or to the cryptocurrency wallet address you have otherwise provided to us for refund. You acknowledge that, if you are unable to access the cryptocurrency wallet address associated with the purchase or unable to access the cryptocurrency wallet address you provided us for your refund, you will not be able to receive your refund for the purchase. Refunds to your cryptocurrency wallet address will be the sole option for receipt of a refund for any purchases made using Accepted Cryptocurrency. We do not guarantee and are not responsible for the availability of our service providers' services.

Governing Law. These Terms & Conditions will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. These Terms & Conditions will be governed by and construed under the laws of Taiwan, without giving effect to its choice of law rules. Venue and jurisdiction for any dispute arising under these Terms shall lie in the Taipei District Court, Taiwan.