

# HTC Early Access Cryptocurrency Terms & Conditions

**Effective Date: October 20, 2018**

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.

**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 request and qualify for a refund, your refund will be issued in the Accepted Cryptocurrency you originally paid in the amount for your purchase, less any applicable restocking fees and Transaction Fees.

**Cancelled orders.** Cancelled orders will qualify for a refund in the Accepted Cryptocurrency you originally paid. 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.** The refund will be issued for its value in Accepted Cryptocurrency, less any applicable fees, including any restocking fees and Transaction Fees. 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.