

EXODUS 1 Limited Early Access Pre-Order Terms & Conditions

Effective Date: October 20, 2018

These Pre-Order Terms and Conditions (these “**Terms**”) govern the placing of pre-orders for Early Access (each a “**Pre-Order**”) with HTC Corporation (collectively, “**HTC**” or “**we**” or “**us**”) for the purchase of the EXODUS 1 device (the “**Product**”). In these Terms, you are referred to as “**you**” or “**your**”. Please read these Terms carefully before submitting your Pre-Order. By submitting your Pre-Order, you agree to be legally bound by these Terms and all other HTC terms and conditions and policies referenced herein.

Privacy. For information about how we collect, use, share or otherwise process information about you, please see the HTC Privacy Policy. HTC might provide certain your order information to third parties to assist in fulfilling or delivering your Pre-Order. When you use bitcoin, ethereum or other cryptocurrency to make payment for Pre-Order, you might be required to register or log in with a cryptocurrency account at a cryptocurrency payment processing service provider, such as Coinbase (“**Service Provider**”). Your use of cryptocurrency account will be subject to the terms and conditions with the Service Provider. The Service Provider may collect information about you when you register a cryptocurrency account. Service Provider has its own privacy policy. We encourage you to review the applicable privacy policy prior to registering account. HTC is not responsible for how Service Provider collects, accesses, uses or discloses your information.

Placing a Pre-Order. When placing a Pre-Order, you will not be able to use your HTC Account. Instead, you will need to place your Pre-Order as a “guest”, which will require you to provide us with personal information, such as your name, address, phone number, e-mail and payment information. Pre-Orders may be made only by using bitcoin, ethereum or any other such cryptocurrency as indicated by HTC at order checkout (each an “**Accepted Cryptocurrency**”) and you will be required to provide additional information as set forth herein and in the [HTC Early Access Cryptocurrency Terms & Conditions](#). You represent and warrant that all information you provide, including your cryptocurrency wallet address (for allowable refund purposes), is accurate, and you will ensure that such information is kept current. We will have no responsibility or liability for inaccurate information or information that later becomes outdated, and we will have no obligation to make efforts to determine the accuracy of any contact, cryptocurrency wallet address or shipping information. Payment for the Product is due at the time you place your Pre-Order. After you place a Pre-Order on our website, you may receive a communication from us acknowledging that we have received Your Pre-Order (“**Order Acknowledgement**”).

Please note that receipt of the Order Acknowledgement does not necessarily mean that your Pre-Order has been accepted. Once the Product has shipped to you, you will receive a confirmation communication notifying you that your Pre-Order has been accepted and the Product has been shipped (“**Order Acceptance**”). The contract between you and HTC in relation to the applicable Product will be formed only when we send you the Order Acceptance. Delivery dates acknowledged or confirmed by us are estimates only, and we are not responsible for delays in shipment or delivery or any resulting claims or damages.

Price and Payment for Pre-Order Product. The price of the Product payable to HTC will be as quoted to you at the time you submit your Pre-Order on HTC’s or HTC’s designated third-party website. The price of the Product will be quoted and payable in Accepted Cryptocurrency, and will include any Taxes (defined below), shipping charges and may also include certain [Transaction Fees](#), when applicable (the “**Purchase**”).

Price”). Likewise, failure to pay the full Purchase Price will result in cancelation of the Pre-Order and a refund or cancelation of the amount paid (less all applicable [Transaction Fees](#)).

If your purchase of the Product is subject to any applicable use or sales tax, duty or other governmental tax or fee (“**Taxes**”), then we will charge you for those Taxes. Applicable Taxes will be presented at checkout.

Our Right to Reject Your Pre-Order. At any time prior to Order Acceptance, HTC, in its sole discretion reserves the right to decline or reject your Pre-Order. If this occurs, we will attempt to notify you. Some reasons for rejection may include: (a) we are unable to supply you with the Product, for example because that item is no longer available or because of an error; (b) you do not live in a country or region from which the Product may be purchased or shipped; or (c) you have ordered more than the permitted maximum number of Products. If you have already paid the Purchase Price, we will refund you the full amount in accordance with our [refund policy](#).

Your Right to Cancel Pre-Order or Return Product; Refund. You may cancel your Pre-Order of the Product at any time prior to Order Acceptance. To cancel your Pre-Order you must inform us of your decision by contacting us through the [support page](#) at www.htcexodus.com. After shipping the Product to you, you may have the right to return your Product if it is within the timeframe set forth in our [refund policy](#), otherwise your right to return the Product is governed by the Product warranty terms. This right does not apply to any Product that has been used, damaged, altered or is as stated by us to be non-returnable, including any Product that have been personalized or modified. The Product must be fully returned in the original packaging with the applicable proof of purchase and you will be responsible for the cost of returning the Product to us. If, on return to us, it is determined that the Product has been used, damaged, is missing components, or is not in resalable condition we may reject the return, charge a fifteen percent (15%) restocking fee, or otherwise reduce the amount of your refund to take account of this damage, use, or missing components.

For refunds, please refer to the [HTC Early Access Cryptocurrency Terms & Conditions](#) for details. **HTC IS NOT RESPONSIBLE FOR AND WILL NOT REIMBURSE ANY ACCEPTED CRYPTOCURRENCY TRANSACTION FEES.**

Risk of Loss and Title. The Product shall transfer to you in accordance with Incoterm DDP. If you refuse to take delivery of the Product or otherwise fail to complete any required steps to clear customs, any risk of loss or damage to the Product shall nonetheless pass to you, and without prejudice to any other rights or remedies we have: (i) we shall remain entitled to payment in full for the Product (ii) we may effect delivery by whatever means we consider appropriate or store a Product at your risk, and you shall be liable for, and shall pay on our demand, all costs of Product storage and any additional costs incurred as a result of such refusal or failure to take delivery; and (iii) we shall be entitled thirty (30) days after the agreed date for delivery to dispose of the Product or have the Product destroyed.

Pre-Order Term. The Product Pre-Order term begins on October 20, 2018 and shall continue until the Shipment Date (defined below) or other such date as designated by HTC in its sole discretion. HTC reserves the right to terminate the Pre-Order at any time for its convenience or in the event that the allocated number of Pre-Order Products have been sold.

Permitted Re-Orders and Number of Products. You may cancel your Pre-Order and reorder the Product only one (1) time. You may only order a maximum number of ten (10) Products. Product quantities are limited.

Shipping Estimate. HTC estimates that the product may ship beginning December 1, 2018 (the “**Shipment Date**”). HTC reserves the right at any time and for any reason, in its sole discretion, to change the Shipment Date or cancel all Pre-Orders. Please check the [website](#) for all general Product information and any updates to the Shipment Date. HTC will attempt to notify you in the event of any cancelation. HTC will ship the product directly to you, and clear the custom on your behalf.

Governing Law. These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. This Terms 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.