

HTC EXODUS 1

Smartphone Limited Warranty Statement

Table of Contents

● Ireland - HTC EXODUS 1 SMARTPHONE LIMITED WARRANTY2

● United Kingdom - HTC EXODUS 1 SMARTPHONE LIMITED WARRANTY 8

HTC FXODUS 1 SMARTPHONE LIMITED WARRANTY

Ireland

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY.

THIS WARRANTY IS DISTINCT FROM ANY STATUTORY RIGHTS UNDER ANY MANDATORY CONSUMER PROTECTION LAWS APPLICABLE TO YOU. IT IS INTENDED TO GRANT YOU SPECIFIC, AND AS THE CASE MAY BE, ADDITIONAL RIGHTS, WITHIN THE LIMITS OF WHAT IS PERMISSIBLE UNDER THE LAW, AND IS NOT INTENDED TO REPLACE OR SUPERSEDE THESE STATUTORY RIGHTS. BEFORE EXERCISING YOUR RIGHTS UNDER THIS WARRANTY, YOU SHOULD FAMILIARISE YOURSELF WITH YOUR STATUTORY RIGHTS, AS IT MAY BE PREFERABLE TO EXERCISE THESE INSTEAD OF MAKING A CLAIM LINDER THIS WARRANTY.

DEFINITIONS

The following definitions apply to this Limited Warranty:

- "Product" means the HTC EXODUS 1 smartphone device that can be identified by the "HTC" trademark, trade name, or logo affixed to the smartphone as originally supplied, manufactured by or for HTC, and purchased from HTC or authorized retailer
- "Accessory" or "Accessories" means other secondary component(s) that are included in the box with the Product at the time of sale, which may include without limitation: Embedded Battery, USB cable, AC Charger, and Earphone; provided that these Accessories were manufactured by or for HTC and can be identified by the "HTC" trademark, trade name, or logo affixed to the component as orieinally supolied.
- "Warranty Period for Product" means twenty-four (24) months from the date You purchased the Product from HTC or authorized retailer for the Product.
- "Warranty Period for Accessories" means twelve (12) months from the date
 You purchased the Product from HTC or authorized retailer for the Accessories
 (e.g. Embedded Battery, USB Cable, AC Charger and Earphone, excluding any
 kind of gifts, screen film protector, any media on which data or software is
 stored, such as: CD-ROM, micro-SD card, USB flash drive etc.)
- "You" or "Your" means the original purchaser and/or original end-user of the Product.
- "Normal Use Conditions" means common end-user use in accordance to the
 user instruction materials (User Manuals as defined below) provided with the
 Product or Accessory or posted online (www.htcexodus.com)

- "User Manuals" means the user instruction materials, e.g. user guide, quick start guide and safety guide documents packaged with the Product or Accessory or posted on-line.
- 8. "Zion" means the Zion application developed by HTC and pre-installed on Your HTC EXODUS 1 smartphone that permits You to access and manage various features and functions related to tokens, cryptocurrencies, virtual currencies (including but not limited to bitcoin and ethereum) or any other digital assets You own that are supported by Zion, including interfacing with third party sources for certain information regarding the value of Your digital assets.
- 9. "Passcode" means the logon password for Your Zion application.
- "Recovery Phrase" means the passphrases You received from Zion during the 1st time use. Zion will request You to provide Recovery Phrase once You lost Your Passcode, or on the occasion that You want to migrate Your Zion to other hardware device.

WHO IS OFFERING THIS LIMITED WARRANTY

This Limited Warranty is granted to You by HTC Corporation of No. 23, Xinghua Road, Taoyuan District. Taoyuan City 330. Taiwan ("HTC").

WHAT IS COVERED BY THIS LIMITED WARRANTY?

During the Warranty Period HTC warrants that the Product and Accessories will be free from defects in material and workmanship if used under Normal Use Conditions. This Limited Warranty is given only to You, and may not be sold, assigned, transferred, or given in full or in part to any subsequent purchaser or acquirer of the Product or Accessory or any other person.

TERRITORY

This Limited Warranty is only valid and enforceable in Ireland where the Product is intended to be sold, a Product or Accessory can only be returned to be repaired under this Limited Warranty in Ireland where it was purchased. Warranty service availability and response time may vary from country to country.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty does not apply other than to the Product or Accessories. It therefore does not apply to any non-HTC equipment or any software (e.g. software development kit ("SDK") and android application package ("APK")) whatsoever, whether developed by HTC or a third party, even if intended or labelled as for use with the Product. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

EVEN WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:

- if the Product or Accessory serial number, the IMEI/MEID number, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible:
- to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
- to consumable parts, such as protective coatings that are reasonably expected to diminish over time. unless failure has occurred due to a malfunction:
- 4. to malfunctions caused by the battery if improperly installed by You or another person, if the seals of the battery enclosure or the cells are broken or show evidence of battery leakage or tampering; or if used in equipment other than that for which it has been specified;
- to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory:
- to use not in accordance with the User Manuals or not under Normal Use Conditions:
- to rough handling; exposure to moisture; damaged by liquid; dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
- to damage caused by or resulting from unauthorized modifications or unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location; or non-warranty repairs;
- to 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 a malfunction;
- to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surfaces of the Product or Accessory, including any screen or lens;
- to any computer or other third party product to which the Product may connect, HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
- to the Product performance downgrade symptoms (including but not limited to poor cellular voice quality, low speed of wireless data transmission) that is caused by your contracted mobile telecommunication network operator;
- to any country-unique product feature, once you export the Product to nonoriginal sales country and found this product feature is not working in that country;
- where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
- 15. to any Product in which the bootloader has been unlocked or where the operating system and/or firmware has been altered, including any failed attempts to unlock the bootloader or alter the operating system, regardless of

- whether such modifications are authorized, approved, or otherwise sanctioned by HTC: or
- to malfunctions caused by the use of the Product or Accessory with or connection of the Product to an accessory not approved or provided by HTC, or used in any way other than its intended use and where such defect is not the fault of the Product itself.

HOW DO I OBTAIN WARRANTY SERVICE?

In the event of a perceived malfunction in the Product or Accessory, You should take the following actions:

- Refer to the user manual and/or resources available at <u>www.htcexodus.com</u> in order to identify and correct the problem. Please note that opening the Product or Accessory may cause damage that is not covered under the Limited Warranty.
- If the problem cannot be resolved by reference to the user manual and/or
 resources available at www.htcexodus.com, You should contact the retailer
 from which You purchased the Product or Accessory or visit
 www.htcexodus.com/support for further information on contacting HTC
 customer care for assistance.
- When You contact the retailer or HTC, please be sure to have the following information available:
 - a. The model, serial number, and IMEI/ESN of the Product or Accessory.
 - Your full address and contact information.
 - c. A copy of the original invoice, receipt or bill of sale for the purchase of the Product. You must present a valid proof of purchase upon making any claims pursuant to this Limited Warranty.

Upon completion of these steps, HTC will provide You with instructions regarding how and when the Product or Accessory should be returned. Before returning the Product to HTC for warranty service, You must backup and delete your personal digital data stored on the Product storage media. HTC and HTC authorized service centers are not responsible for any loss of any kind of digital data stored on the Product storage media.

DURING THE NORMAL REPAIR PROCESS, THE FILES OR CONTENTS ON THE PRODUCT WILL LIKELY BE ERASED, INCLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. At HTC's sole discretion, the Product may be returned to You in either the original configuration or as updated to the latest available software.

Before returning any Product for service, You need to retain Accessories or detachable components on the Product (e.g.: Micro-SD card) unless You are requested by HTC to return Accessory with the Product. In the event You fail to retain Accessories or such detachable components on the Product, they may not be returned to You and HTC will not be responsible for the loss.

If You return the Product or Accessory during the Warranty Period and it satisfies the terms of this Limited Warranty, HTC or its authorized agent will, at its sole discretion, repair or replace it. Repair or replacement may involve the use of a functionally equivalent reconditioned Product or Accessory and/or parts. The retailer or HTC will return the repaired or replacement Product or Accessory to You in good working condition. Any Product, Accessory, or parts or components thereof that are replaced under the terms of this Limited Warranty become the property of the retailer or HTC.

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.

Rather than ask You to return the Product or Accessory, HTC may instead elect to supply user-installable parts directly to You to fulfill its Limited Warranty obligations. You in turn agree to return the replaced parts if requested by HTC.

HTC or HTC authorized centers must be notified of a perceived malfunction within the applicable Warranty Period in order for You to be eligible for any remedy under the Limited Warranty. Do not ship Your Product or Accessory directly to HTC or HTC authorized centers unless You are asked by HTC to do so when following the steps above. If You need to return the Product or Accessory for warranty service, the steps above must be followed.

LIMITATION OF LIABILITY

You are solely responsible for storing and managing Your Zion Passcode or Recovery Phrase in a safe and secure place, in no event will HTC take control or custody Your Zion Passcode or Recovery Phrase and cryotocurrency for Your Zion.

If You lose Your Zion Passcode or Recovery Phrase, You may not be able to access any cryptocurrency that You have associated with Your Zion permanently. HTC cannot assist You to retrieve or reset Your Zion Passcode or Recovery Phrase. HTC will not be held liable for any loss caused in whole or in part, directly or indirectly, by Your missing of Zion Passcode or Recovery Phrase, or the failure of Your Product/Accessories.

You understand the value of cryptocurrency is volatile and there may have significant fluctuations during a short time period that may be unpredictable and not controllable by HTC. Once You connected Your Zion to third party cryptocurrency trading platform and submitted Your new transaction, HTC cannot cancel, suspend or modify any of Your cryptocurrency transaction. Please go to www.htcexodus.com/eu/legal/ for complete Zion Terms of Service.

EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY, HTC SHALL ONLY BE LIABLE FOR LOSSES OR DAMAGES YOU SUFFER AS A RESULT OF HTC BREAKING THIS LIMITED WARRANTY IF THE LOSSES ARE A FORESEEABLE CONSEQUENCE OF THIS BREACH. WE ARE NOT RESPONSIBLE FOR INDIRECT LOSSES WHICH HAPPEN AS A SIDE EFFECT OF THE MAIN LOSS OR DAMAGE AND WHICH ARE NOT FORESEEABLE BY YOU AND HTC INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY

NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE ENTIRE LIABILITY OF HTC AND ITS SUPPLIERS UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT OR ACCESSORY (AS APPLICABLE). THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

GENERAL PROVISIONS

- Governing Law: This Limited Warranty will be governed by the law of Ireland in which the Product and/or Accessories were purchased and the relevant courts of that country will have exclusive jurisdiction in relation to this Limited Warranty.
- Severability: Except as specifically provided above, if any part of this Limited
 Warranty is found by a court to be invalid or unenforceable, this will not affect
 the validity enforceability of any other part of the Limited Warranty.

For the online version of your Limited Warranty, please go to: www.htcexodus.com/uk/warranty

HTC FXODUS 1 SMARTPHONE LIMITED WARRANTY

United Kingdom

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY

THIS WARRANTY IS DISTINCT FROM ANY STATUTORY RIGHTS UNDER ANY MANDATORY CONSUMER PROTECTION LAWS APPLICABLE TO YOU. IT IS INTENDED TO GRANT YOU SPECIFIC, AND AS THE CASE MAY BE, ADDITIONAL RIGHTS, WITHIN THE LIMITS OF WHAT IS PERMISSIBLE UNDER THE LAW, AND IS NOT INTENDED TO REPLACE OR SUPERSEDE THESE STATUTORY RIGHTS. BEFORE EXERCISING YOUR RIGHTS UNDER THIS WARRANTY, YOU SHOULD FAMILIARISE YOURSELF WITH YOUR STATUTORY RIGHTS, AS IT MAY BE PREFERABLE TO EXERCISE THESE INSTEAD OF MAKING A CLAIM LINDER THIS WARRANTY.

DEFINITIONS

The following definitions apply to this Limited Warranty:

- "Product" means the HTC EXODUS 1 smartphone device that can be identified by the "HTC" trademark, trade name, or logo affixed to the smartphone as originally supplied, manufactured by or for HTC, and purchased from HTC or authorized retailer
- "Accessory" or "Accessories" means other secondary component(s) that are included in the box with the Product at the time of sale, which may include without limitation: Embedded Battery, USB cable, AC Charger, and Earphone; provided that these Accessories were manufactured by or for HTC and can be identified by the "HTC" trademark, trade name, or logo affixed to the component as orieinally supolied.
- "Warranty Period for Product" means twenty-four (24) months from the date
 You purchased the Product from HTC or authorized retailer for the Product.
- 4. "Warranty Period for Accessories" means twelve (12) months from the date You purchased the Product from HTC or authorized retailer for the Accessories (e.g. Embedded Battery, USB Cable, AC Charger and Earphone, excluding any kind of gifts, screen film protector, any media on which data or software is stored, such as: CD-ROM, micro-SD card, USB flash drive etc.)
- "You" or "Your" means the original purchaser and/or original end-user of the Product.
- "Normal Use Conditions" means common end-user use in accordance to the user instruction materials (User Manuals as defined below) provided with the Product or Accessory or posted online (www.htcexodus.com)

- "User Manuals" means the user instruction materials, e.g. user guide, quick start guide and safety guide documents packaged with the Product or Accessory or posted on-line.
- 8. "Zion" means the Zion application developed by HTC and pre-installed on Your HTC EXODUS 1 smartphone that permits You to access and manage various features and functions related to tokens, cryptocurrencies, virtual currencies (including but not limited to bitcoin and ethereum) or any other digital assets You own that are supported by Zion, including interfacing with third party sources for certain information regarding the value of Your digital assets.
- "Passcode" means the logon password for Your Zion application.
- "Recovery Phrase" means the passphrases You received from Zion during the 1st time use. Zion will request You to provide Recovery Phrase once You lost Your Passcode, or on the occasion that You want to migrate Your Zion to other hardware device.

WHO IS OFFERING THIS LIMITED WARRANTY

This Limited Warranty is granted to You by HTC Corporation of No. 23, Xinghua Road, Taoyuan District. Taoyuan City 330. Taiwan ("HTC").

WHAT IS COVERED BY THIS LIMITED WARRANTY?

During the Warranty Period HTC warrants that the Product and Accessories will be free from defects in material and workmanship if used under Normal Use Conditions. This Limited Warranty is given only to You, and may not be sold, assigned, transferred, or given in full or in part to any subsequent purchaser or acquirer of the Product or Accessory or any other person.

TERRITORY

This Limited Warranty is only valid and enforceable in United Kingdom where the Product is intended to be sold, a Product or Accessory can only be returned to be repaired under this Limited Warranty in United Kingdom where it was purchased. Warranty service availability and response time may vary from country to country.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty does not apply other than to the Product or Accessories. It therefore does not apply to any non-HTC equipment or any software (e.g. software development kit ("SDK") and android application package ("APK")) whatsoever, whether developed by HTC or a third party, even if intended or labelled as for use with the Product. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

EVEN WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:

- if the Product or Accessory serial number, the IMEI/MEID number, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible:
- to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
- to consumable parts, such as protective coatings that are reasonably expected to diminish over time. unless failure has occurred due to a malfunction:
- to malfunctions caused by the battery if improperly installed by You or another person, if the seals of the battery enclosure or the cells are broken or show evidence of battery leakage or tampering; or if used in equipment other than that for which it has been specified;
- to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory:
- to use not in accordance with the User Manuals or not under Normal Use Conditions:
- to rough handling; exposure to moisture; damaged by liquid; dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
- to damage caused by or resulting from unauthorized modifications or unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location; or non-warranty repairs;
- to 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 a malfunction;
- to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surfaces of the Product or Accessory, including any screen or lens;
- to any computer or other third party product to which the Product may connect, HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
- to the Product performance downgrade symptoms (including but not limited to poor cellular voice quality, low speed of wireless data transmission) that is caused by your contracted mobile telecommunication network operator;
- to any country-unique product feature, once you export the Product to nonoriginal sales country and found this product feature is not working in that country;
- where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
- 15. to any Product in which the bootloader has been unlocked or where the operating system and/or firmware has been altered, including any failed attempts to unlock the bootloader or alter the operating system, regardless of

- whether such modifications are authorized, approved, or otherwise sanctioned by HTC: or
- 16. to malfunctions caused by the use of the Product or Accessory with or connection of the Product to an accessory not approved or provided by HTC, or used in any way other than its intended use and where such defect is not the fault of the Product itself

HOW DO I OBTAIN WARRANTY SERVICE?

In the event of a perceived malfunction in the Product or Accessory, You should take the following actions:

- Refer to the user manual and/or resources available at <u>www.htcexodus.com</u> in order to identify and correct the problem. Please note that opening the Product or Accessory may cause damage that is not covered under the Limited Warranty.
- If the problem cannot be resolved by reference to the user manual and/or
 resources available at www.htcexodus.com, You should contact the retailer
 from which You purchased the Product or Accessory or visit
 www.htcexodus.com/support for further information on contacting HTC
 customer care for assistance.
- When You contact the retailer or HTC, please be sure to have the following information available:
 - a. The model, serial number, and IMEI/ESN of the Product or Accessory.
 - Your full address and contact information.
 - c. A copy of the original invoice, receipt or bill of sale for the purchase of the Product. You must present a valid proof of purchase upon making any claims pursuant to this Limited Warranty.

Upon completion of these steps, HTC will provide You with instructions regarding how and when the Product or Accessory should be returned. Before returning the Product to HTC for warranty service, You must backup and delete your personal digital data stored on the Product storage media. HTC and HTC authorized service centers are not responsible for any loss of any kind of digital data stored on the Product storage media.

DURING THE NORMAL REPAIR PROCESS, THE FILES OR CONTENTS ON THE PRODUCT WILL LIKELY BE ERASED, INCLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. At HTC's sole discretion, the Product may be returned to You in either the original configuration or as updated to the latest available software.

Before returning any Product for service, You need to retain Accessories or detachable components on the Product (e.g.: Micro-SD card) unless You are requested by HTC to return Accessory with the Product. In the event You fail to retain Accessories or such detachable components on the Product, they may not be returned to You and HTC will not be responsible for the loss.

If You return the Product or Accessory during the Warranty Period and it satisfies the terms of this Limited Warranty, HTC or its authorized agent will, at its sole discretion, repair or replace it. Repair or replacement may involve the use of a functionally equivalent reconditioned Product or Accessory and/or parts. The retailer or HTC will return the repaired or replacement Product or Accessory to You in good working condition. Any Product, Accessory, or parts or components thereof that are replaced under the terms of this Limited Warranty become the property of the retailer or HTC.

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.

Rather than ask You to return the Product or Accessory, HTC may instead elect to supply user-installable parts directly to You to fulfill its Limited Warranty obligations. You in turn agree to return the replaced parts if requested by HTC.

HTC or HTC authorized centers must be notified of a perceived malfunction within the applicable Warranty Period in order for You to be eligible for any remedy under the Limited Warranty. Do not ship Your Product or Accessory directly to HTC or HTC authorized centers unless You are asked by HTC to do so when following the steps above. If You need to return the Product or Accessory for warranty service, the steps above must be followed.

LIMITATION OF LIABILITY

You are solely responsible for storing and managing Your Zion Passcode or Recovery Phrase in a safe and secure place, in no event will HTC take control or custody Your Zion Passcode or Recovery Phrase and cryotocurrency for Your Zion.

If You lose Your Zion Passcode or Recovery Phrase, You may not be able to access any cryptocurrency that You have associated with Your Zion permanently. HTC cannot assist You to retrieve or reset Your Zion Passcode or Recovery Phrase. HTC will not be held liable for any loss caused in whole or in part, directly or indirectly, by Your missing of Zion Passcode or Recovery Phrase, or the failure of Your Product/Accessories.

You understand the value of cryptocurrency is volatile and there may have significant fluctuations during a short time period that may be unpredictable and not controllable by HTC. Once You connected Your Zion to third party cryptocurrency trading platform and submitted Your new transaction, HTC cannot cancel, suspend or modify any of Your cryptocurrency transaction. Please go to www.htcexodus.com/uk/legal/ for complete Zion Terms of Service.

EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY. HTC SHALL ONLY BE LIABLE FOR

LOSSES OR DAMAGES YOU SUFFER AS A RESULT OF HTC BREAKING THIS LIMITED WARRANTY IF THE LOSSES ARE A FORESEEABLE CONSEQUENCE OF THIS BREACH. WE ARE NOT RESPONSIBLE FOR INDIRECT LOSSES WHICH HAPPEN AS A SIDE EFFECT OF THE MAIN LOSS OR DAMAGE AND WHICH ARE NOT FORESEEABLE BY YOU AND HTC INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERVENTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY.

NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE ENTIRE LIABILITY OF HTC AND ITS SUPPLIERS UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT OR ACCESSORY (AS APPLICABLE). THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

GENERAL PROVISIONS

- Governing Law: This Limited Warranty will be governed by the law of United Kingdom in which the Product and/or Accessories were purchased and the relevant courts of that country will have exclusive jurisdiction in relation to this Limited Warranty.
- <u>Severability</u>: Except as specifically provided above, if any part of this Limited Warranty is found by a court to be invalid or unenforceable, this will not affect the validity enforceability of any other part of the Limited Warranty.

For the online version of your Limited Warranty, please go to: www.htcexodus.com/uk/warranty