



HTC EXODUS 1

Smartphone Limited Warranty Statement

Table of Contents

- Australia - HTC EXODUS 1 SMARTPHONE LIMITED WARRANTY.....2
- Singapore - HTC EXODUS 1 SMARTPHONE LIMITED WARRANTY 12
- New Zealand - HTC EXODUS 1 SMARTPHONE LIMITED WARRANTY 19

HTC EXODUS 1 SMARTPHONE LIMITED WARRANTY

Australia

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER.

BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER BELOW.

OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND FOR COMPENSATION FOR ANY OTHER FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.

THE BENEFITS OF THIS WARRANTY ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES OF THE CONSUMER UNDER A LAW IN RELATION TO THE GOODS OR SERVICES TO WHICH THE WARRANTY RELATES.

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. **“Product”** means the **HTC EXODUS 1** smartphone device and embedded battery that can be identified by the “HTC” trademark, trade name, or logo affixed to the device as originally supplied, manufactured by or for HTC, and purchased from HTC or authorized Retailer.
2. **“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: 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 originally supplied.

3. **“Warranty Period for Product”** means twenty-four (24) months from the date You purchased the Product from HTC or authorized Retailer for the Product and Embedded Battery.
4. **“Warranty Period for Accessories”** means twelve (12) months from the date You purchased the Product from HTC or authorized Retailer for the Accessories, excluding any kind of Gifts, screen film protector or any media on which data or software is stored, such as: CD-ROM, micro-SD card, USB flash drive etc.
5. **“You” or “Your”** means the original purchaser and/or original end-user of the Product.
6. **“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)
7. **“Retailer”** means a business that sells Product and Accessories directly to end users, including those with a physical and/or online presence.
8. **“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.
9. **“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.
10. **“Passcode”** means the logon password for Your Zion application.
11. **“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.

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 Australia where the Product and Accessory are intended to be sold. A Product or Accessory can only be return for repair under this Limited Warranty in Australia 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 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:

1. 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;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. 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;
5. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
6. to use not in accordance with the User Manuals or not under Normal Use Conditions;
7. 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;
8. 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;

9. 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;
10. 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;
11. to any computer or other 3rd 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;
12. to the dark pixel or bright pixel on the Product LCD display screen as there is no 100% assurance to be free from any dead/bright pixel from all LCD manufacturers;
13. 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;
14. to any country-unique product feature, once You export the Product to non-original sales country and found this product feature is not working in that country;
15. 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;
16. 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;
17. 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:

1. Refer to the user manual and/or resources available at www.htcexodus.com 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.

2. 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.
3. 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.
 - b. 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. You may be responsible for cost in connection with the return of the Product or Accessory to HTC or HTC authorized service center. 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 STORED 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 software version.

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 service 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 service 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.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

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 cryptocurrency for Your Zion.

If You lose Your Zion Passcode and 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/legal/ for complete Zion Terms of Service.

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND

CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. HTC DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. INsofar AS SUCH WARRANTIES CANNOT BE DISCLAIMED, HTC LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT HTC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF ANTICIPATED SAVINGS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT. NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, 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 PRODUCT OR ACCESSORY. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

AGREEMENT TO ARBITRATE DISPUTES

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH HTC AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HTC.

THE DISPUTE RESOLUTION PROCESS DESCRIBED BELOW IS SUBJECT TO ANY RIGHT YOU MAY HAVE TO PURSUE A RIGHT OR REMEDY IN YOUR LOCAL JURISDICTION IN RESPECT OF AN ALLEGED BREACH OF CONSUMER PROTECTION LAWS.

Binding Arbitration. Except for disputes in which either party seeks to bring an individual action in small claims court, and any claims in respect of which You are entitled to pursue a remedy before a court in respect of a consumer transaction, You and HTC agree (a) to waive Your and HTC's respective rights to have any and all disputes or claims arising from or related to this Limited Warranty or the sale,

condition, use, or performance of the Product (collectively, “Disputes”) resolved in a court, and (b) to waive Your and HTC’s respective rights to a jury trial. Instead, You and HTC agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. You and HTC agree that any Dispute arising out of or related to this Limited Warranty, is personal to You and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and HTC agree that there will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, You and HTC agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice; Informal Dispute Resolution. You and HTC agree that each party will notify the other party in writing of any arbitrable or small claims Dispute not less than thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to HTC shall be sent to HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Your notice must include (a) Your name, postal address, telephone number, the email address You use or used for Your HTC account or, if different or if You have no HTC account, an email address at which You can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that You are seeking. Our notice to You will be sent electronically to the email address You use or used for Your HTC account, where available, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or HTC may, as appropriate and in accordance with this Limited Warranty, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court or pursue a remedy before a local court in respect of a consumer transaction.

Process. Except for Disputes in which either party seeks to bring an individual action

in small claims court or where a party seeks to pursue a remedy before a local court in respect of a consumer transaction, You and HTC agree that any Dispute must be commenced or filed by You or HTC within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that You and HTC will no longer have the right to assert such claim regarding the Dispute). You and HTC agree that the arbitration shall be:

Where the Product was purchased in Australia, according to the Australian Disputes Centre (ADC) Rules for Domestic Arbitration operating at the time the Dispute is referred to ADC except insofar as those rules would be inconsistent with any part of this Limited Warranty, including without limitation the agreement to arbitrate. For claims of \$5,000 or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. The arbitration shall be held in Melbourne and the state courts located in Victoria, Australia, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also have the right to litigate a Dispute in a small claims court located in Your jurisdiction if the Dispute meets the requirements to be heard in small claims court, and no attempt is made to exclude any right which You have in relation to commencing court proceedings locally in respect of a consumer transaction;

Authority of Arbitrator. Subject to any provision to the contrary as set out (in the case of Australia) in the *International Arbitration Act 1974* (Cth) and uniform State and Territory commercial arbitration acts, or (in the case of New Zealand) in the *Arbitration Act 1996* (NZ), the arbitrator will have the authority to grant any remedy that would otherwise be available in court, provided that the arbitrator's award may not exceed, in form or amount, the relief that a court in the same jurisdiction could order under the Limited Warranty; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Limited Warranty. Notwithstanding the foregoing, any decisions concerning arbitrability of a particular dispute, including but not limited to whether a class arbitration is permitted by this Limited Warranty, shall be resolved by a proper court in the jurisdiction of the Dispute, rather than an arbitrator. Any dispute concerning the enforceability of this agreement to arbitrate, or any part thereof, shall also be resolved by a proper court in Victoria, Australia (in the case of Products purchased in Australia) or (in the case of Products bought in New Zealand) Auckland, rather than an arbitrator.

Rules of DADR bodies. The rules of to the Australian Disputes Centre (ADC) Rules for Domestic Arbitration (in Australia) are available on their respective websites. By not

opting out of this agreement to arbitrate as specified below, You either (a) acknowledge and agree that You have read and understand the these rules, or (b) waive Your opportunity to read these rules and any claim that the rules are unfair or should not apply for any reason.

Applicability of Agreement to Arbitrate. IF THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IS DEEMED TO BE UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

RIGHT TO OPT OUT: This agreement to arbitrate disputes will apply unless You notify HTC in writing postmarked no later than 30 calendar days of purchasing the Product or Accessory that You reject the agreement to arbitrate. You must include in Your notice of opt-out (a) Your name and address; (b) the date on which You purchased the Product or Accessory; (c) the Product model name; and (d) Serial Number of the Product. These numbers can be found on the Product packaging and on the Product. You must send Your written notice to HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. No other form of notice will be effective to opt out of this agreement to arbitrate. If You opt out of the agreement to arbitrate, the Limited Warranty will still apply to You.

GENERAL PROVISIONS

- 1. Waiver of Jury Trial:** IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY.
- 2. Governing Law:** Except as preempted by legislation, the law of the State of Victoria (in the case of Products purchased in Australia), without reference to their respective choice of laws principles, shall govern this Limited Warranty. Notwithstanding the foregoing, the laws of Your jurisdiction will apply to any tort claims and/or any claims under any consumer protection statutes and, without limitation, may entitle You to bring proceedings in Your jurisdiction.
- 3. Severability:** Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

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

HTC EXODUS 1 SMARTPHONE LIMITED WARRANTY

Singapore

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.

THE BENEFITS OF THIS WARRANTY ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES OF THE CONSUMER UNDER A LAW IN RELATION TO THE GOODS OR SERVICES TO WHICH THE WARRANTY RELATES. THIS LIMITED WARRANTY DOES NOT AFFECT THE CUSTOMER STATUTORY RIGHTS, SUCH RIGHTS REMAIN PROTECTED.

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. **“Product”** means the HTC EXODUS 1 smartphone device and embedded battery that can be identified by the “HTC” trademark, trade name, or logo affixed to the device as originally supplied, manufactured by or for HTC, and purchased from HTC or authorized Retailer.
2. **“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: 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 originally supplied.
3. **“Warranty Period”** means twelve (12) months from the date You purchased the Product from HTC or authorized Retailer for the Product and Accessories, excluding any kind of Gifts, Screen film protector or any media on which data or software is stored, such as: CD-ROM, micro-SD card, USB flash drive etc.
4. **“You”** or **“Your”** means the original purchaser and/or original end-user of the Product.
5. **“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)
6. **“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.

7. **“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.
8. **“Passcode”** means the logon password for Your Zion application.
9. **“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.

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 Singapore where the Product is intended to be sold. 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:

1. 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;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. 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;
5. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
6. to use not in accordance with the User Manuals or not under Normal Use Conditions;
7. 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;
8. 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;
9. 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;
10. 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;
11. 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;
12. to the dark pixel or bright pixel on the Product LCD display screen as there is no 100% assurance to be free from any dead/bright pixel from all LCD manufacturers;
13. 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;
14. to any country-unique product feature, once you export the Product to non-original sales country and found this product feature is not working in that country;

15. 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;
16. 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
17. 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:

1. Refer to the user manual and/or resources available at www.htcexodus.com 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.
2. 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.
3. 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.
 - b. 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. You may be responsible for cost in connection with the return of the Product or Accessory to HTC or HTC authorized service center. 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 STORED 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 software version.

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 service 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 service 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.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

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 cryptocurrency 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/sg/legal/ for complete Zion Terms of Service.

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. HTC DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. INSOFAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, HTC LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT HTC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF ANTICIPATED SAVINGS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT. NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, 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 PRODUCT OR ACCESSORY. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

GENERAL PROVISIONS

1. **Governing Law**: This Limited Warranty will be governed by the law of Singapore, the relevant courts in Singapore will have exclusive jurisdiction in relation to this Limited Warranty.
2. **Severability**: Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

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

HTC EXODUS 1 SMARTPHONE LIMITED WARRANTY

New Zealand

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER.

BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER BELOW.

OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE NEW ZEALAND CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND FOR COMPENSATION FOR ANY OTHER FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.

THE BENEFITS OF THIS WARRANTY ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES OF THE CONSUMER UNDER A LAW IN RELATION TO THE GOODS OR SERVICES TO WHICH THE WARRANTY RELATES.

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. **“Product”** means the **HTC EXODUS 1** smartphone device and embedded battery that can be identified by the “HTC” trademark, trade name, or logo affixed to the device as originally supplied, manufactured by or for HTC, and purchased from HTC or authorized Retailer.
2. **“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: 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 originally supplied.

3. **“Warranty Period for Product”** means twenty-four (24) months from the date You purchased the Product from HTC or authorized Retailer for the Product and Embedded Battery.
4. **“Warranty Period for Accessories”** means twelve (12) months from the date You purchased the Product from HTC or authorized Retailer for the Accessories, excluding any kind of Gifts, screen film protector or any media on which data or software is stored, such as: CD-ROM, micro-SD card, USB flash drive etc.
5. **“You” or “Your”** means the original purchaser and/or original end-user of the Product.
6. **“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)
7. **“Retailer”** means a business that sells Product and Accessories directly to end users, including those with a physical and/or online presence.
8. **“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.
9. **“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.
10. **“Passcode”** means the logon password for Your Zion application.
11. **“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.

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 New Zealand where the Product and Accessory are intended to be sold. A Product or Accessory can only be return for repair under this Limited Warranty in New Zealand 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 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:

1. 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;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. 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;
5. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
6. to use not in accordance with the User Manuals or not under Normal Use Conditions;
7. 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;

8. 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;
9. 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;
10. 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;
11. to any computer or other 3rd 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;
12. to the dark pixel or bright pixel on the Product LCD display screen as there is no 100% assurance to be free from any dead/bright pixel from all LCD manufacturers;
13. 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;
14. to any country-unique product feature, once You export the Product to non-original sales country and found this product feature is not working in that country;
15. 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;
16. 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;
17. 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:

1. Refer to the user manual and/or resources available at www.htcexodus.com 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.
2. 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.
3. 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.
 - b. 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. You may be responsible for cost in connection with the return of the Product or Accessory to HTC or HTC authorized service center. 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 STORED 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 software version.

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 service 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 service 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.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

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 cryptocurrency for Your Zion.

If You lose Your Zion Passcode and 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/legal/ for complete Zion Terms of Service.

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. HTC DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. INsofar AS SUCH WARRANTIES CANNOT BE DISCLAIMED, HTC LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT HTC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF ANTICIPATED SAVINGS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT. NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, 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 PRODUCT OR ACCESSORY. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

AGREEMENT TO ARBITRATE DISPUTES

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH HTC AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HTC.

THE DISPUTE RESOLUTION PROCESS DESCRIBED BELOW IS SUBJECT TO ANY RIGHT YOU MAY HAVE TO PURSUE A RIGHT OR REMEDY IN YOUR LOCAL JURISDICTION IN RESPECT OF AN ALLEGED BREACH OF CONSUMER PROTECTION LAWS.

Binding Arbitration. Except for disputes in which either party seeks to bring an individual action in small claims court, and any claims in respect of which You are entitled to pursue a remedy before a court in respect of a consumer transaction, You

and HTC agree (a) to waive Your and HTC's respective rights to have any and all disputes or claims arising from or related to this Limited Warranty or the sale, condition, use, or performance of the Product (collectively, "Disputes") resolved in a court, and (b) to waive Your and HTC's respective rights to a jury trial. Instead, You and HTC agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. You and HTC agree that any Dispute arising out of or related to this Limited Warranty, is personal to You and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and HTC agree that there will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, You and HTC agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice; Informal Dispute Resolution. You and HTC agree that each party will notify the other party in writing of any arbitrable or small claims Dispute not less than thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to HTC shall be sent to HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Your notice must include (a) Your name, postal address, telephone number, the email address You use or used for Your HTC account or, if different or if You have no HTC account, an email address at which You can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that You are seeking. Our notice to You will be sent electronically to the email address You use or used for Your HTC account, where available, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or HTC may, as appropriate and in accordance with this Limited Warranty, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court or pursue a remedy before a local court in respect of a consumer transaction.

Process. Except for Disputes in which either party seeks to bring an individual action in small claims court or where a party seeks to pursue a remedy before a local court in respect of a consumer transaction, You and HTC agree that any Dispute must be commenced or filed by You or HTC within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that You and HTC will no longer have the right to assert such claim regarding the Dispute). You and HTC agree that the arbitration shall be:

Where the Product was purchased in New Zealand, according to the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc., except insofar as those rules would be inconsistent with any part of this Limited Warranty, including without limitation the agreement to arbitrate. For claims of \$5,000 or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. The arbitration shall be held in Auckland, and the courts of New Zealand have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also have the right to litigate a Dispute in a small claims court located in Your jurisdiction if the Dispute meets the requirements to be heard in small claims court, and no attempt is made to exclude any right which You have in relation to commencing court proceedings locally in respect of a consumer transaction;

Authority of Arbitrator. Subject to any provision to the contrary as set out (in the case of Australia) in the *International Arbitration Act 1974* (Cth) and uniform State and Territory commercial arbitration acts, or (in the case of New Zealand) in the *Arbitration Act 1996* (NZ), the arbitrator will have the authority to grant any remedy that would otherwise be available in court, provided that the arbitrator's award may not exceed, in form or amount, the relief that a court in the same jurisdiction could order under the Limited Warranty; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Limited Warranty. Notwithstanding the foregoing, any decisions concerning arbitrability of a particular dispute, including but not limited to whether a class arbitration is permitted by this Limited Warranty, shall be resolved by a proper court in the jurisdiction of the Dispute, rather than an arbitrator. Any dispute concerning the enforceability of this agreement to arbitrate, or any part thereof, shall also be resolved by a proper court in Victoria, Australia (in the case of Products purchased in Australia) or (in the case of Products bought in New Zealand) Auckland, rather than an arbitrator.

Rules of DADR bodies. The rules of to the Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc (in New Zealand) are available on their

respective websites. By not opting out of this agreement to arbitrate as specified below, You either (a) acknowledge and agree that You have read and understand the these rules, or (b) waive Your opportunity to read these rules and any claim that the rules are unfair or should not apply for any reason.

Applicability of Agreement to Arbitrate. IF THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IS DEEMED TO BE UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

RIGHT TO OPT OUT: This agreement to arbitrate disputes will apply unless You notify HTC in writing postmarked no later than 30 calendar days of purchasing the Product or Accessory that You reject the agreement to arbitrate. You must include in Your notice of opt-out (a) Your name and address; (b) the date on which You purchased the Product or Accessory; (c) the Product model name; and (d) Serial Number of the Product. These numbers can be found on the Product packaging and on the Product. You must send Your written notice to HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. No other form of notice will be effective to opt out of this agreement to arbitrate. If You opt out of the agreement to arbitrate, the Limited Warranty will still apply to You.

GENERAL PROVISIONS

- 1. Waiver of Jury Trial:** IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY.
- 2. Governing Law:** Except as preempted by legislation, the law of New Zealand (in the case of Products purchased in New Zealand), without reference to their respective choice of laws principles, shall govern this Limited Warranty. Notwithstanding the foregoing, the laws of Your jurisdiction will apply to any tort claims and/or any claims under any consumer protection statutes and, without limitation, may entitle You to bring proceedings in Your jurisdiction.
- 3. Severability:** Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

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