

Product Safety & Warranty Information

Please read before proceeding

THE BATTERY IS NOT FULLY CHARGED WHEN YOU TAKE THE DEVICE OUT OF THE BOX. YOUR WARRANTY IS INVALIDATED IF YOU DISASSEMBLE OR ATTEMPT TO DISASSEMBLE THE DEVICE.

Privacy restrictions

Some countries require full disclosure of recorded telephone conversations.

Important health information and safety precautions

When using this product, the safety precautions below must be taken to avoid possible legal liabilities and damages.

Retain and follow all product safety and operating instructions. Observe all warnings in the operating instructions on the product.

To reduce the risk of bodily injury, electric shock, fire, and damage to the equipment, observe the following precautions.

Electrical safety

This product is intended for use when supplied with power from the designated battery or power supply unit. Other usage may be dangerous and will invalidate any approval given to this product.

Safety precautions for proper grounding installation

CAUTION: Connecting to improperly grounded equipment can result in an electric shock to your device.

This product is equipped with a USB Cable for connecting with desktop or notebook computer. Be sure your computer is properly grounded (earthed) before connecting this product to the

computer. The power supply cord of a desktop or notebook computer has an equipment-grounding conductor and a grounding plug. The plug must be plugged into an appropriate outlet which is properly installed and grounded in accordance with all local codes and ordinances.

Safety precautions for power supply unit

■ Use the correct external power source

A product should be operated only from the type of power source indicated on the electrical ratings label. If you are not sure of the type of power source required, consult your authorized service provider or local power company. For a product that operates from battery power or other sources, refer to the operating instructions that are included with the product.

This product should be operated only with the following designated power supply unit(s).

AC adapter:

HTC, TC U250, TC E250

■ Handle battery packs carefully

This product contains a Lithium-ion polymer or Lithium-ion battery. There is a risk of fire and burns if the battery pack is handled improperly.



WARNING: To reduce risk of fire or burns, do not disassemble, crush, puncture, short external contacts or circuits, expose to temperature above 60° C (140° F), or dispose of in fire or water. Recycle or dispose of used batteries according to the local regulations or reference guide supplied with your product.



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▪ Take extra precautions

- Keep the device dry and away from water or any liquid as it may cause a short circuit.
- The phone should only be connected to products that bear the USB-IF logo or have completed the USB-IF compliance program.
- Only use the battery with a charging system that has been qualified with the system per this standard, IEEE-Std-1725. Use of an unqualified battery or charger may present a risk of fire, explosion, leakage or other hazard.
- Avoid dropping the phone. If the phone or battery is dropped, especially on a hard surface, and the user suspects damage, take it to a service centre for inspection.
- If the battery leaks:
 - Do not allow the leaking fluid to come in contact with skin or clothing. If already in contact, flush the affected area immediately with clean water and seek medical advice.
 - Do not allow the leaking fluid to come in contact with eyes. If already in contact, DO NOT rub; rinse with clean water immediately and seek medical advice.
 - Take extra precautions to keep a leaking battery away from fire as there is a danger of ignition or explosion.

Safety precautions for direct sunlight

Keep this product away from excessive moisture and extreme temperatures. Do not leave the product inside a vehicle or in places where the temperature may exceed 60°C (140°F), such as on a car dashboard, window sill, or behind glass that is exposed to direct sunlight or strong ultraviolet light for extended periods of time. This may damage the product, overheat the battery, or pose a risk to the vehicle.

Prevention of hearing loss



CAUTION: Permanent hearing loss may occur if earphones or headphones are used at high volume for prolonged periods of time.

This device have been tested to comply with the Sound Pressure Level requirement laid down in the applicable EN 50332-1 and/or EN 50332-2 standards.

Using Your Phone While Flying

Use of cell phones may be restricted on aircraft. Please check with your airline to see what restrictions may apply. You may be required to turn off your phone at certain times. Use of your phone's cellular connection and use of your phone for voice communications may be prohibited by law or airline policy. For your safety and the safety of other passengers, always follow crew instructions regarding the use of your phone.

Environment restrictions

Do not use this product in gas stations, fuel depots, chemical plants or where blasting operations are in progress, or in potentially explosive atmospheres such as fuelling areas, fuel storehouses, below deck on boats, chemical plants, fuel or chemical transfer or storage facilities, and areas where the air contains chemicals or particles, such as grain, dust, or metal powders. Please be aware that sparks in such areas could cause an explosion or fire resulting in bodily injury or even death. When in any area with a potentially explosive atmosphere or where flammable materials exist, the product should be turned off and the user should obey all signs and instructions. Users are advised not to use the equipment at refueling points such as service or gas stations, and are reminded of the need to observe restrictions on the use of radio equipment in fuel depots, chemical plants, or where blasting operations are in progress.

Road safety

Full attention must be given to driving at all times in order to reduce the risk of an accident. Using a phone while driving (even with a hands free kit) causes distraction and can lead to an accident. You must comply with local laws and regulations restricting the use of wireless devices while driving.

Safety precautions for RF exposure

- Avoid using your phone near metal structures (for example, the steel frame of a building).
- Avoid using your phone near strong electromagnetic sources, such as microwave ovens, sound speakers, TV and radio.
- Use only original manufacturer-approved accessories, or accessories that do not contain any metal.
- Use of non-original manufacturer-approved accessories may violate your local RF exposure guidelines and should be avoided.

Hearing aids

Some digital wireless phones may interfere with some hearing aids. In the event of such interference, you may want to consult your service provider, or call the customer service line to discuss alternatives.

Electrical safety

- Accessories
 - Use only approved accessories.
 - Do not connect with incompatible products or accessories.
- Connection to a car

Seek professional advice when connecting a phone interface to the vehicle electrical system.
- Faulty and damaged products
 - Do not attempt to disassemble the phone or its accessory.
 - Only qualified personnel must service or repair the phone or its accessory.

General precautions

You alone are responsible for how you use your phone and any consequences of its use. You must always switch off your phone wherever the use of a phone is prohibited. Use of your phone is subject to safety measures designed to protect users and their environment.

▪ Avoid applying excessive pressure to the device

Do not apply excessive pressure on the screen and the device to prevent damaging them. It is also recommended that you store the device in a protective case and only use your finger when interacting with the touch screen. Cracked display screens due to improper handling are not covered by the warranty.

▪ Protect your phone

- Always treat your phone and its accessories with care and keep them in a clean and dust-free place.
- Do not expose your phone or its accessories to open flames or lit tobacco products.
- Do not drop, throw or try to bend your phone or its accessories.
- Do not use harsh chemicals, cleaning solvents, or aerosols to clean the device or its accessories.
- Do not paint your phone or its accessories.
- Do not attempt to disassemble your phone or its accessories, only authorised personnel must do so.
- Store your phone or its accessories at temperatures between 0°C to 40°C.
- Please check local regulations for disposal of electronic products.

▪ Damage requiring service

Unplug the product from the electrical outlet and refer servicing to an authorized service technician or provider under the following conditions:

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- The product has been exposed to rain or liquid, dropped, subject to impact or damaged.
- There are noticeable signs of overheating.
- The product does not operate normally when you follow the operating instructions.
- **Avoid hot areas**

The product should be placed away from heat sources such as radiators, heat registers, stoves, or other products (including amplifiers) that produce heat.
- **Avoid wet areas**

Never use the product in rain, or near washbasins or other wet or high humidity locations. If your product gets wet, do not try to dry the product with the use of an oven or dryer, as this may damage your product.
- **Avoid using your device after a dramatic change in temperature**

When you move your device between environments with very different temperature and/or humidity ranges, condensation may form on or within the device. To avoid damaging the device, allow sufficient time for the moisture to evaporate before using the device.

NOTICE: When taking the device from low-temperature conditions into a warmer environment or from high-temperature conditions into a cooler environment, allow the device to acclimate to room temperature before turning on power.
- **Avoid pushing objects into product**

Never push objects of any kind into cabinet slots or other openings in the product. Slots and openings are provided for ventilation. These openings must not be blocked or covered.
- **Adjust the volume**

Turn down the volume before using headphones or other audio devices.

- **Cleaning**

Unplug the product from the wall outlet before cleaning. Do not use liquid cleaners or aerosol cleaners. Use a damp cloth for cleaning, but NEVER use water to clean the LCD screen.

- **Small children**

Do not leave your phone and its accessories within the reach of small children or allow them to play with it. They could hurt themselves or others, or could accidentally damage the phone. Your phone contains small parts with sharp edges that may cause an injury or which could become detached and create a choking hazard. Consult the doctor immediately if the accessories or battery are swallowed.

- **Repetitive motion injuries**

To minimise the risk of repetitive strain injuries, when texting or playing games with your phone:

- Do not grip the phone too tightly
- Press the buttons lightly

- **Electrostatic discharge (ESD)**

Do not touch the SIM card's metal connectors.

- **Emergency calls**

This phone, like any wireless phone, operates using radio signals, which cannot guarantee connection in all conditions. Therefore, you must never rely solely on any wireless phone for emergency communications.

Regulatory agency identifications

For regulatory identification purposes, your product is assigned a model number of **OP90300(HTC331ZLVW)**.

FCC ID: **NM80P90300**.

To ensure continued reliable and safe operation of your device use only the HTC qualified battery with your **OP90300(HTC331ZLVW)**: Battery Pack, model number **B0P90100**.

Operating temperature range: 32°F to 104°F (0°C to 40°C)

NOTE: This product is intended for use with a certified Class 2 Limited Power Source, rated 5 Volts DC, maximum 1 Amp power supply unit.

European Union notice

Products with CE marking comply with the R&TTE Directive (99/5/EC), the EMC Directive (2004/108/EC), and the Low Voltage Directive (2006/95/EC) issued by the Commission of the European Community.

Compliance with these directives implies conformity to the following European Norms (in parentheses are the equivalent international standards).

- EN 50360
- EN 62209-1
- EN 62209-2
- EN 62311
- EN 62479
- EN 50566
- EN 60950-1
- EN 301 489-1
- EN 301 489-3
- EN 301 489-17
- EN 300328

- EN 300 440-1
- EN 300 440-2
- EN 302 291-1
- EN 302 291-2



Federal Communication Commission Interference Statement

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.

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- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio or television technician for help.

FCC Caution: Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate this equipment.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

FCC Hearing-Aid Compatibility (HAC) Regulations for Wireless Devices

The FCC has adopted rules to ensure reasonable access to telecommunications services for persons with hearing disabilities. As part of this effort, the industry uses a rating system for wireless phones to help hearing device users find phones that may be compatible with their hearing devices (hearing aids and cochlear implants). This hearing-aid compatibility (HAC) rating system is described in the American National Standards Institute (ANSI) C63.19 standard and includes the following ratings:

M-Ratings: For phones that use acoustic coupling with hearing devices that are not operating in telecoil mode. Phones rated M3 or M4 meet FCC HAC requirements and are likely to generate less radio frequency interference with hearing devices than phones with lower ratings. M4 is the better/higher of the two ratings. Your OP90300 is rated M4.

T-Ratings: For phones that use inductive coupling with hearing devices operating in telecoil mode. Phones rated T3 or T4 meet FCC HAC requirements and are likely to be more usable with

a hearing aid's telecoil than phones that are not rated. T4 is the better/higher of the two ratings. Your OP90300 is rated T3.

This phone has been tested and rated for use with hearing aids for some of the wireless technologies that it uses. However, there may be some newer wireless technologies used in this phone that have not been tested yet for use with hearing aids. It is important to try the different features of this phone thoroughly and in different locations, using your hearing aid or cochlear implant, to determine if you hear any interfering noise. Consult your service provider or the manufacturer of this phone for information on hearing aid compatibility. If you have questions about return or exchange policies, consult your service provider or phone retailer.

The ratings are not guarantees. Trying out the phone with your hearing device is the best way to evaluate it for your personal needs. Results will vary depending on a user's hearing device and hearing loss. For example, if some wireless phones are used near some hearing devices, users may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference noise, and phones also vary in the amount of interference they generate. If your hearing device happens to be vulnerable to interference, you may not be able to use a rated phone successfully.

Please power off the Bluetooth function while using hearing aid devices with your OP90300.

For information about hearing aids and digital wireless phones

- FCC Hearing Aid Compatibility and Volume Control: <http://www.fcc.gov/cgb/dro/hearing.html>
- Hearing Aid Compatibility for Wireless Telephones: <http://www.fcc.gov/guides/hearing-aid-compatibility-wireless-telephones>

Exposure to Radio Frequency Energy

Your wireless device has an internal antenna that emits radio frequency (RF) energy. Human exposure to RF energy has been and continues to be the subject of scientific research. According to the U.S. Food and Drug Administration (FDA), “the weight of scientific evidence has not linked cell phones with any health problems.” You can access this FDA publication and other information on human exposure to RF energy at:

U.S. Food and Drug Administration:

<http://www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/ucm116282.htm>

Federal Communications Commission:

<http://www.fcc.gov/encyclopedia/radio-frequency-safety>

NIH National Institute of Environmental Health Sciences:

<http://www.niehs.nih.gov/health/topics/agents/cellphones/>

Health Canada:

<http://www.hc-sc.gc.ca/hl-vs/iyh-vsv/prod/cell-eng.php>

World Health Organization:

<http://www.who.int/mediacentre/factsheets/fs193/en/>

IEEE Committee on Man and Radiation:

<http://ewh.ieee.org/soc/embs/comar/>

International Commission on Non-Ionizing Radiation Protection:

<http://www.icnirp.de/>

Specific Absorption Rate (SAR) Testing

Your device has been designed to comply with applicable limits for RF exposure. These limits use a unit of measurement called Specific

Absorption Rate, or SAR, which refers to the rate at which the body absorbs RF energy. The Federal Communications Commission (FCC) has established a SAR limit for mobile phones of 1.6 W/kg, which applies in the United States and other countries that follow the FCC's SAR limit. This limit is based upon standards developed by expert non-government organizations, such as the Institute of Electrical and Electronics Engineers (IEEE) and the National Council on Radiation Protection and Measurements (NCRP), and input from other federal agencies such as the FDA and EPA. In countries that follow the Council of the European Union, the SAR limit is 2.0 W/kg.

SAR testing is conducted with the device placed in common operating positions (e.g., held against the head, worn on the body) and transmitting at its highest certified power level in each frequency band of operation. Because the device is transmitting at its highest certified power level, SAR tests capture a worst-case operating scenario and therefore often do not reflect the amount of RF exposure during normal, everyday use. More information on SAR testing is available on the FCC's website at <http://www.fcc.gov/guides/wireless-devices-and-health-concerns>.

HTC Corp. submitted SAR test results demonstrating compliance with the FCC's SAR limit for wireless devices as part of the FCC's equipment certification process for this device.

These results can be accessed via the FCC's equipment authorization database (found at <http://transition.fcc.gov/oet/ea/fccid/>) by searching for the device's FCC ID: NM80P90300. This device's maximum SAR values as reported to the FCC are:

SAR Information

Head: 1.09 W/kg@1g (FCC)

Body-worn Accessory: 0.93W/kg@1g (FCC)

Head : 0.910 W/kg@10g (CE)

Body : 0.295 W/kg@10g (CE)

Body-worn Operation

This device was tested for typical body-worn operations. A minimum separation distance must be maintained between the user's body and the handset, including the antenna:

- 1 cm to comply with the RF exposure requirements in the U.S.
- 1.5 cm to comply with the RF exposure requirements in Europe.

Third-party belt-clips, holsters, and similar accessories used by this device should not contain any metallic components. Body-worn accessories that do not meet these requirements may not comply with RF exposure requirements and should be avoided.

Reducing RF Exposure

Organizations such as the FCC have identified the following measures to reduce your exposure to RF energy:

- Use speaker mode or a hands-free accessory to minimize time spent with the wireless device held against your head;
- Increase the distance between the wireless device and your head and body; and
- Send texts instead of making or receiving voice calls.

For more information, see the FCC's web page on Wireless Devices and Health Concerns at <http://www.fcc.gov/guides/wireless-devices-and-health-concerns>.

FCC RF Statement

- This equipment has been tested and found to comply with FCC radiation exposure limits for use in an uncontrolled environment, in accordance with the procedures specified by FCC rules.
- This equipment has been tested and found to comply with co-location compliance requirements for built-in Bluetooth and WLAN.
- This equipment must not be co-located or operated in conjunction with any other antenna or transmitter.
- Use only the supplied or an approved antenna. Unauthorized antennas, modifications, or attachments could impair call quality, damage the phone, or result in violation of regulations. Do not use the phone with a damaged antenna. If a damaged antenna comes into contact with the skin, a burn may result. Please contact your local dealer for replacement antenna.

WEEE notice

The Directive on Waste Electrical and Electronic Equipment (WEEE), which entered into force as European law on 13th February 2003, resulted in a major change in the treatment of electrical equipment at end-of-life.

The purpose of this Directive is, as a first priority, the prevention of WEEE, and in addition, to promote the reuse, recycling and other forms of recovery of such wastes so as to reduce disposal.



The WEEE logo (shown at the left) on the product or on its box indicates that this product must not be disposed of or dumped with your other household waste. You are liable to dispose of all your electronic or electrical waste equipment by relocating over to the

specified collection point for recycling of such hazardous waste. Isolated collection and proper recovery of your electronic and electrical waste equipment at the time of disposal will allow us to help conserving natural resources. Moreover, proper recycling of the electronic and electrical waste equipment will ensure safety of human health and environment. For more information about electronic and electrical waste equipment disposal, recovery, and collection points, please contact your local city center, household waste disposal service, shop from where you purchased the equipment, or manufacturer of the equipment.

RoHS compliance

This product is in compliance with Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011, on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS) and its amendments.

CEC Appliance Efficiency Compliance



The BC logo (shown at the left) indicates that this product complies with the California Energy Commission (CEC) energy efficiency standards for battery charger systems set forth at California Code of Regulations Title 20, Sections 1601 through 1608.

Proprietary Notice

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HTC LIMITED WARRANTY

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION AGREEMENT.

BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY AND ARBITRATION AGREEMENT BELOW. IF YOU DO NOT ACCEPT THIS LIMITED WARRANTY OR ARBITRATION AGREEMENT, DO NOT USE YOUR HTC PRODUCT. INSTEAD, PLEASE RETURN IT WITHIN FOURTEEN (14) DAYS OF PURCHASE TO THE PROVIDER OR RETAILER FROM WHOM YOU PURCHASED IT FOR A REFUND. SOME STATES, PROVINCES OR WIRELESS SERVICE PROVIDERS ALLOW A LONGER RETURN PERIOD, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

DEFINITIONS

The following definitions apply to this Limited Warranty:

- (1) "Product" means a new mobile device manufactured by or for HTC and purchased from an authorized retailer that can be identified by the "HTC" trademark, trade name, or logo affixed to the mobile device as originally supplied.
- (2) "Screen Replacement Eligible Product" means a Product intended to be sold in the United States (i) that is a new mobile device from the HTC One family manufactured by or for HTC; (ii) purchased on or between March 25, 2014 and September 30, 2014 from an authorized retailer; (iii) that can be identified by the "HTC" trademark, trade name, or logo affixed to the mobile device as originally supplied such as the following models: 99HYK010-00, 99HYK012-00, 99HYK178-00,

99HYJ002-00, 99HYJ004-00, 99HYJ007-00, 99HYH002-00, 99HYH013-00, 99HYH008-00, 99HYH018-00, 99HYK010-01, 99HYK012-01, 99HYK178-01, 99HYJ002-01, 99HYJ004-01, 99HYJ007-01, 99HYH002-01, 99HYH013-01, 99HYH008-01, 99HYH018-01; and (iv) that is mechanically and electrically sound (i.e. it must power on) at the time You submit it to HTC for warranty service. Notwithstanding the previous sentence, HTC may designate additional Products as Screen Replacement Eligible Products for purposes of this HTC Limited Warranty. For a current list of Screen Replacement Eligible Products entitled to the Screen Replacement Benefit, please go to: www.htc.com/us/go/screen-eligible-products/.

- (3) "Accessory" means a new headset, case, or other secondary component that is not affixed to the Product at the time of sale and included in the box; provided that it was manufactured by or for HTC and purchased from an authorized retailer and can be identified by the "HTC" trademark, trade name, or logo affixed to the to the component as originally supplied.
- (4) "Warranty Period," for a Product, means twelve (12) months from the date You purchased the Product from an authorized retailer; and for Accessories, including any media on which software is provided, CD-ROM, or memory card, means ninety (90) days from the date You purchased it from an authorized retailer; unless You and HTC agree in writing to a different duration.
- (5) "Screen Replacement Benefit Period," for a Screen Replacement Eligible Product, means six (6) months from the date You purchased the Screen Replacement Eligible Product from

an authorized retailer; unless You and HTC agree in writing to a different duration.

- (6) "State" means a State, the District of Columbia, and any other United States territory or possession; however, the Screen Replacement Benefit is not available in any other United States territory or possession.
- (7) "You" or "Your" means the original retail purchaser and/or original end-user of the Product, Screen Replacement Eligible Product or Accessory.

WHAT IS COVERED BY THIS LIMITED WARRANTY?

During the Warranty Period HTC warrants that the Product and Accessory will function properly if used under normal conditions in accordance with the printed user instruction materials packaged with the Product and Accessory or posted on-line ("Limited Warranty").

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 and Accessory or any other person. This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from State to State, county to county, or province to province.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty does not apply other than to the Product and Accessory. It therefore does not apply to any non-HTC equipment or any software whatsoever, whether developed by HTC or a third party, even if packaged with or installed on the Product or Accessory prior to purchase by You. Third party manufacturers, suppliers, or

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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 serial number, the Accessory date code, the IMEI/MEID number, 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 batteries or 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 being improperly installed by You or another person or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering, or by the fact that the battery has been 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 manual, rough handling, exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion or oxidation;
- (7) to unauthorized modifications or connections, unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
- (8) 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;
- (9) to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the LCD screen or camera lens;
 - (10) to the function of a wireless network or other system. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free. HTC makes no warranty regarding the speed or quality of service provided by a wireless service provider;
 - (11) where the software loaded on the Product, including but not limited to the operating system, needs to be upgraded due to changes in cellular network parameters or the availability of an updated operating system, if such updates can be loaded by You;
 - (12) to any Product in which the bootloader has been unlocked, or in which the operating system has been altered, including any failed attempts to unlock the bootloader or alter the operating system, regardless whether such modifications are authorized, approved, or otherwise sanctioned by HTC; or
 - (13) 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. Many companies sell accessories such as internal or external batteries, rapid chargers, or signal boosters that may look like HTC Accessories and/or claim to meet or exceed HTC specifications. Use of non-HTC accessories may void this Limited Warranty.

This Limited Warranty is valid and enforceable

only in the country where the Product or Accessory is intended to be sold. Moreover, if the Product or Accessory is returned to be repaired under this Limited Warranty in a country other than where it was intended to be sold, HTC will attempt to repair the Product or Accessory but cannot guarantee the outcome or compatibility with wireless network(s) outside the intended destination country. Warranty service availability and response times may vary from country to country and may also be subject to a registration requirement in the country of purchase.

WHAT IS COVERED UNDER THE SCREEN REPLACEMENT BENEFIT?

During the Screen Replacement Benefit Period HTC will, at no charge to You, provide one repair or replacement of a cracked, scratched, or broken screen of the Screen Replacement Eligible Product caused by an accident from handling that is the result of an unexpected and unintentional external event (e.g. drops) that arises from your normal daily usage of the Screen Replacement Eligible Product as intended for such Screen Replacement Eligible Product ("Screen Replacement Benefit").

This Screen Replacement Benefit 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 any other person. This Screen Replacement Benefit gives You specific legal rights, and You may also have other rights which vary from State to State.

WHAT IS NOT COVERED UNDER THE SCREEN REPLACEMENT BENEFIT?

This Screen Replacement Benefit does not apply other than to the Screen Replacement Eligible Product. It therefore does not apply to any non-

eligible product, non-HTC equipment or any software whatsoever, whether developed by HTC or a third party, even if packaged with or installed on the Screen Replacement Eligible Product prior to purchase by You. 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 SCREEN REPLACEMENT ELIGIBLE PRODUCT THAT YOU PURCHASED, THIS SCREEN REPLACEMENT BENEFIT SHALL NOT APPLY:

- (1) if the Screen Replacement Eligible Product serial number or the IMEI/MEID number has been removed, erased, defaced, or altered, or is illegible;
- (2) if the battery of the Screen Replacement Eligible Product was improperly installed by You or another person or if the seals of the battery enclosure or the cells of the Screen Replacement Eligible Product are broken or show evidence of tampering, or if the battery of the Screen Replacement Eligible Product has been used in equipment other than that for which it has been specified;
- (3) if the Screen Replacement Eligible Product has suffered unauthorized modifications or connections, unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
- (4) if the screen of the Screen Replacement Eligible Product was damaged by use not in accordance with the user manual, rough handling beyond normal use, exposure to moisture, dampness or extreme thermal or environmental conditions, or a rapid change in such conditions, corrosion or oxidation.

This Screen Replacement Benefit is valid and enforceable only in the United States (excluding territories and possessions) where the Screen

Replacement Eligible Product is intended to be sold. Moreover, if the Screen Replacement Eligible Product is returned to be repaired under this Screen Replacement Benefit in a country other than the United States, HTC will return the Screen Replacement Eligible Product unrepaired.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

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 THE SCREEN REPLACEMENT BENEFIT AND, AT HTC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

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.htc.com/support in order to identify and correct the problem. Please note that opening of 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 htc.com/support, You should contact the provider or retailer from which You purchased the Product or Accessory, contact an HTC service center, or visit www.htc.com for further information. Only HTC or an HTC authorized service center should perform service on the Product or Accessory.
- (3) When You contact the provider, retailer, or HTC, please be sure to have the following information available:
 - a. The model, serial number, and IMEI/ESN number 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 or Accessory. You must present a valid proof of purchase upon making any claims pursuant to this Limited Warranty. If no valid proof of purchase is supplied and the Product or Accessory was manufactured more than fifteen (15) months prior to the date the claim is made, HTC has no obligation to provide support under the Limited Warranty.

Upon completion of these steps, the provider, retailer, or HTC will provide You with instructions regarding how and when the Product or Accessory should be returned. You may be responsible for costs in connection with the return of the Product or Accessory to the provider, retailer, or HTC.

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 and/or parts. The provider, 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 provider, retailer, or HTC.

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.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information, and/or removable memory from the Product, such as micro SD cards. HTC is not responsible for damage to or loss of any programs, data, images, personal information, or removable storage media. DURING THE NORMAL REPAIR PROCESS, THE CONTENTS OF THE PRODUCT WILL LIKELY BE ERASED, INCLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. At HTC's sole discretion, the Product or Accessory may be returned to You in either the original configuration or as updated to the newest available software.

HTC reserves the right to restrict warranty service to the country where the Product or Accessory was intended to be sold. HTC must be notified of a perceived malfunction during 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 unless You are asked 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.

HOW DO I CLAIM THE SCREEN REPLACEMENT BENEFIT?

In the event of a cracked, scratched or broken screen of the Screen Replacement Eligible Product, You should take the following actions:

- (1) Refer to the resources available at www.htc.com/support in order to contact an HTC service center. Only HTC or an HTC authorized service center should perform service on the Screen Replacement Eligible Product.
- (2) When You contact HTC, please be sure to have the following information available:
 - a. The model, serial number, and IMEI/ESN number of the Screen Replacement Eligible Product.
 - b. Your full address and contact information.
 - c. A copy of the original invoice, receipt or bill of sale for the purchase of the Screen Replacement Eligible Product. You must present a valid proof of purchase upon making any claims for the Screen Replacement Benefit. If no valid proof of purchase is supplied, HTC has no obligation to provide support under the Screen Replacement Benefit.

Upon completion of these steps, HTC will provide You with instructions regarding how and when the Screen Replacement Eligible Product should be returned. You may be responsible for costs in connection with the return of the Screen Replacement Eligible Product to HTC.

If You return the Screen Replacement Eligible Product during the Screen Replacement Benefit Period and it satisfies the terms of the Screen

Replacement Benefit, 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 and/or parts. HTC will return the repaired or replacement product to You in good working condition. Any Screen Replacement Eligible Product, parts or components thereof that are replaced under the terms of the Screen Replacement Benefit become the property of HTC.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information, and/or removable memory from the Screen Replacement Eligible Product, such as micro SD cards. HTC is not responsible for damage to or loss of any programs, data, images, personal information, or removable storage media. DURING THE NORMAL REPAIR PROCESS, THE CONTENTS OF THE PRODUCT WILL LIKELY BE ERASED, INCLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. At HTC's sole discretion, the Screen Replacement Eligible Product may be returned to You in either the original configuration or as updated to the newest available software.

HTC must be notified of the cracked, scratched or broken screen of the Screen Replacement Eligible Product during the applicable Screen Replacement Benefit Period in order for You to be eligible for any remedy under the Screen Replacement Benefit. Do not ship Your Screen Replacement Eligible Product directly to HTC unless You are asked to do so when following the steps above. If You need to return the Screen Replacement Eligible Product for screen repair service, the steps above must be followed.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, 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, 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. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

AGREEMENT TO ARBITRATE DISPUTES

ALL DISPUTES ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION, USE OR PERFORMANCE OF THE PRODUCT AND/OR ACCESSORY SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

If You intend to seek arbitration under the preceding paragraph, You must first notify HTC of the dispute in writing at least 30 days in advance of initiating the arbitration. Notice to HTC should be sent to HTC Arbitration Program Administrator, 13920 SE Eastgate Way, Suite 200, Bellevue, WA

98005. Similarly, if HTC intends to seek arbitration under the preceding paragraph, HTC must first notify You of the dispute in writing at least 30 days in advance of initiating the arbitration. The notice must describe the nature of the claim and the relief being sought. If You and HTC are unable to resolve the dispute within 30 days, either You or HTC may then file an arbitration claim. HTC will pay any filing fee charged to initiate the arbitration as well as any administrative and arbitrator fees charged later by the arbitral body, unless Your claim is found to be frivolous.

The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief that a United States District Court could order under the Limited Warranty. The arbitration shall be according to the American Arbitration Association Commercial Arbitration Rules applicable to consumer disputes (the "AAA Rules"), except insofar as those rules would be inconsistent with any part of this Limited Warranty, including without limitation the agreement to arbitrate. The arbitration shall be held in the county in which You are billed for Your wireless service.

For any arbitration in which Your total monetary claims, exclusive of attorney's fees and expert witness fees, are \$5,000 or less, the arbitrator may, if You prevail, award Your reasonable attorney's fees and expert witness fees as part of any award, but may not grant HTC its attorney's fees, expert witness fees, or costs unless the arbitrator finds that You brought the claim in bad faith or that Your claim is frivolous under applicable legal standards. 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. In a case where Your total monetary claims, exclusive of attorney's fees and expert witness fees, are greater than

\$5,000, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney's fees, expert witness fees, and costs, insofar as it is permitted by governing law.

This agreement to arbitrate is subject to the following additional conditions:

- (1) Decisions Concerning Arbitrability or Enforceability: Notwithstanding the AAA Rules, 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, 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, rather than an arbitrator.
- (2) Waiver of Class Arbitration: NO DISPUTE WITHIN THE SCOPE OF THE DISPUTE RESOLUTION CLAUSE MAY BE COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING ANY OTHER PERSON'S OR ENTITY'S PRODUCT OR CLAIM. NO CLASS OR COLLECTIVE ARBITRATION IS PERMITTED, EVEN IF THE AAA RULES OR OTHER RULES GOVERNING THE ARBITRATION WOULD OTHERWISE PERMIT IT. THE ARBITRATOR IS AUTHORIZED TO AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT PERMITTED TO RESOLVE THAT INDIVIDUAL'S CLAIM, SUBJECT TO THE RESTRICTIONS IN THIS LIMITED WARRANTY.
- (3) 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.

- (4) RIGHT TO OPT OUT: This agreement to arbitrate disputes will apply unless You notify HTC in writing 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) the IMEI or MEID or Serial Number of the Product or Accessory. These numbers can be found on the Product packaging and on the Product or Accessory. You must send Your written notice to HTC Arbitration Program Administrator, 13920 SE Eastgate Way, Suite 200, Bellevue, WA 98005. 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: The Federal Arbitration Act (the "FAA") applies to the agreement to arbitrate. Except as preempted by FAA, the law of the State of Washington, without reference to its choice of laws principles, shall govern this Limited Warranty. Notwithstanding the foregoing, the laws of Your state of residence will apply to any tort claims and/ or any claims under any consumer protection statutes.

- (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.