

Safety and regulatory guide



Please read before proceeding

THE BATTERY IS NOT FULLY CHARGED WHEN YOU TAKE THE DEVICE OUT OF THE BOX.

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.

- 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.



- Take extra precautions

- Do not expose the device to liquids, except as specified in the Waterproof Attributes section on Safety and regulatory guide and Quick Start Guide.

- The device should only be connected to products that bear the USB-IF logo or have completed the USB-IF compliance program.
- Avoid dropping the device. If the device 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.

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. You must comply with local laws and regulations restricting the use of wireless devices while driving.

Safety precautions for RF exposure

- Avoid using your device near metal structures (for example, the steel frame of a building).
- Avoid using your device 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.

Electrical safety

- Accessories

- Use only approved accessories.
- Do not connect with incompatible products or accessories.
- Faulty and damaged the device
 - Do not attempt to disassemble this device or its accessory.
 - Only qualified personnel must service or repair this device or its accessory.

General precautions

You alone are responsible for how you use your device and any consequences of its use. You must always switch off your device wherever the use of an electronic device is prohibited. Use of your device 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 lens and the device to prevent damaging them. It is also recommended that you store the device in a protective case. Cracked display lens due to improper handling are not covered by the warranty.
- Protect your device
 - Always treat your device and its accessories with care and keep them in a clean and dust-free place.
 - Do not expose your device or its accessories to open flames or lit tobacco products.
 - Do not drop, throw or try to bend your device or its accessories.

- Do not use harsh chemicals, cleaning solvents, or aerosols to clean the device or its accessories.
 - Do not paint your device or its accessories.
 - Do not attempt to disassemble your device or its accessories, only authorised personnel must do so.
 - Store your device or its accessories at temperatures between 0 °C to 40 °C.
 - Please check local regulations for disposal of electronic products.
 - Do not carry your device in your back pocket as it could break when you sit down.
- **Damage requiring service**
Unplug the product from the electrical outlet and refer servicing to an authorized service technician or provider under the following conditions:
- The product has been damaged by exposure to 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.
- **Exposure to liquids**
Do not expose the device to liquids, except as specified in the Waterproof Attributes section on Safety and regulatory guide and Quick Start Guide.

- **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.
- **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 lens.
- **Small children**
Do not leave your device 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 device. Your device 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 minimize the risk of repetitive strain injuries:

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

Regulatory agency identifications

For regulatory identification purposes, your product is assigned a model number of 0PG1100.

Your device's FCC ID is NM80PG1100. This FCC ID can also be found printed on the back of the device.

To ensure continued reliable and safe operation of your device, use only the accessories listed below with your 0PG1100:

- Battery Pack with model number B0PG1100.
- Certified Limited Power Source (LPS), rated 5 Volts DC, minimum 1 Amp power supply unit or USB charging.

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.
- 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.

Exposure to Radio Frequency Energy

This device was tested and found to comply with the radio frequency (RF) safety and Specific Absorption Rate (SAR) requirements established by the FCC and Industry Canada. The Federal Communications Commission (FCC) and Industry Canada (IC) have established a SAR limit of 1.6 W/kg, which applies in the United States, Canada and other countries that use the same SAR limit. For more information on this topic, please refer to HTC's RF safety web page at:

<http://www.htc.com/us/support/content.aspx?id=6505>.

Maximum tested SAR value: 1.33 W/kg@1g

This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

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 RETAILER FROM WHOM YOU PURCHASED IT FOR A REFUND. SOME STATES OR RETAILERS ALLOW A LONGER RETURN PERIOD, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

DEFINITIONS

The following definitions apply to this Limited Warranty:

“Product” means a new device 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 an authorized retailer.

“Accessory” means a new 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.

“Warranty Period,” for a Product, means twelve (12) months from the date You purchased the Product from an authorized retailer; and for Accessories 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.

“State” means a State, the District of Columbia, and any other United States territory or possession

“You” or “Your” means the original retail purchaser and/or original end-user of the Product.

WHAT IS COVERED BY THIS LIMITED WARRANTY?

During the Warranty Period HTC warrants that the Product or Accessory will function properly if used under normal conditions in accordance with the user instruction materials packaged with the Product or 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 or 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.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty does not apply other than to the Product or 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 publishers may provide warranties for their own products and You may contact them directly for service.

EVEN WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL

NOT APPLY:

if the Product or Accessory serial number, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible;

to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;

to consumable parts, such as batteries or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction;

to malfunctions caused by the battery, if improperly installed by You or another person, if the seals of the battery enclosure or the cells are broken or show evidence of tampering, or if used in equipment other than that for which it has been specified;

to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;

to use not in accordance with the user manual; rough handling; exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;

to unauthorized modifications or connections, unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;

to accidents, forces of nature, or other actions beyond the reasonable control of HTC (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by a malfunction;

to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surface, including any screen or lens;

to any Bluetooth device, wireless connection or other 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; where the software loaded on the Product, including but not limited to the operating system, needs to be upgraded, if such updates can be loaded by You; to any Product in which the operating system has been altered, including any failed attempts to alter the operating system, regardless of whether such modifications are authorized, approved, or otherwise sanctioned by HTC; or to malfunctions caused by the use of the Product or Accessory with or connection of the Product to an accessory not approved or provided by HTC or used in any way other than its intended use and where such defect is not the fault of the Product itself. 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 connection(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.

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 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 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 retailer or HTC, please be sure to have the following information available:
 - a. The model and serial 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, 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 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 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 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, if any. 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.

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, 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.

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) 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.

Support Service Contact Information

Country	Languages	Service Hotline	Service Hours
United	English	+1-866-449-8358	08:00 - 01:00 Eastern Time

States	Español	+1-866-963-0960	09:00 - 21:00 Eastern Time
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