

# Warranty Statement

產品有限保固說明

HTC End User License Agreement

Microsoft Software License Terms  
for Windows Phone Software

HTC Corporation  
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**htc**  
*quietly brilliant*

# Contents

English.....	3
中文 .....	7
HTC End User License Agreement.....	10
Microsoft Software License Terms for Windows Phone Software .....	14

## LIMITED WARRANTY STATEMENT

This limited warranty shall apply to the HTC product (the "Product"). HTC warrants that the product is at the time of its original purchase free of defects in materials and workmanship ("Limited Warranty"). THIS LIMITED WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.

This Limited Warranty is subject to the following terms and conditions:

1. This Limited Warranty is given only to the original purchaser of the Product ("Customer"). This Limited Warranty may, however, be transferred to any individual to whom the Product is sold, where HTC has consented in writing to the transfer (and HTC will not unreasonably refuse consent). It shall neither exclude nor limit
  - a) any statutory rights of the Customer or
  - b) any of the Customer's rights against the seller/dealer of the Product.
2. This Limited Warranty shall last for twelve (12) months from the date of original purchase for mobile devices, and twelve (12) months for accessories (whether included in the mobile device sales package or sold separately) other than the media on which any software is provided, CD-ROM, memory card ("Warranty Period").

Customer shall present the PROOF OF PURCHASE upon claiming this Limited Warranty. This Limited Warranty is only valid and enforceable in the countries where the Product is sold. 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.

3. Throughout the Warranty Period HTC or its authorized agent will, at their discretion, without charge and subject to Clause 7 repair or replace a defective Product. Repair or replacement may involve the use of functionally equivalent reconditioned unit. HTC will return the repaired Product or replaced with another functional equivalent Product to the Customer in good working condition. All replaced faulty parts or components will become the property of HTC.
4. This Limited Warranty applies only to the hardware components of the Product as originally supplied and

does not apply to any software or other equipment.

5. 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.
6. Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information from the Product. HTC is not responsible for the damage to or loss of any programs, data, or removable storage media where you do not back-up your data.
7. THIS LIMITED WARRANTY SHALL NOT APPLY IF THE DEFECT WAS CAUSED THROUGH ANY OF THE FOLLOWING:
  - a) the Product serial number, the accessory date code the IMEI number, water indicator or the warranty seal has been removed, erased, defaced, altered or is illegible; or
  - b) deterioration of the Product due to normal wear and tear; or
  - c) use other than 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, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, 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 defects in materials or workmanship. This Limited Warranty does not cover physical damage to the surface of the Product including but not limited to cracks or scratches on the LCD screen or camera lens; or
  - d) the defects caused by the fact that the battery has been short-circuited 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 those for which it has been specified; or
  - e) the defect was caused by a defective function of the cellular network or other system; or
  - f) the Product software needs to be upgraded due to

changes in cellular network parameters; or

- g) the defect was caused by the fact that the Product was used with or connected to an accessory not approved or provided by HTC or used in other than its intended use and where it can be shown by HTC that such defect is not the fault of the Product itself.
  - h) Due to no assurance of 100% free of dead or bright spots in the manufacturing process of LCD display thus far, please note that no warranty is granted for LCD display to be without dead/bright spots.
8. Your Product may contain country specific elements, including software, If the Product has been re-exported from its original destination country to another country, the Product may contain country specific elements that are not considered to be a defect under this Limited Warranty.

ANY CLAIM UNDER THIS LIMITED WARRANTY IS SUBJECT TO YOU NOTIFYING HTC OR A HTC AUTHORIZED SERVICE AGENT OF THE ALLEGED DEFECT WITHIN A REASONABLE TIME OF IT HAVING COME TO YOUR ATTENTION AND IN ANY EVENT NO LATER THAN BEFORE THE EXPIRY OF THE WARRANTY PERIOD.

9. In the event of Product failure, the Customer should take the following actions:
- a) Refer to the user manual in order to identify and possibly correct the problem.
  - b) If the problem cannot be resolved by reference to the user manual the Customer should then contact the dealer where such Product was purchased or visit your local HTC website, or HTC service center or [www.htc.com](http://www.htc.com) for further information.
  - c) Before the Customer contacts HTC service agent, please ensure the following information is at hand:
    - The model and serial number, IMEI number of the Product.
    - The Customer's full address and contact information.
    - A copy of the Customers original invoice, receipt or bill of sale of the purchase of the Product. HTC will provide the Customer with instructions regarding how and when the defective Product should be returned. HTC will pay costs in connection with both the return of the defective product to HTC and the repaired Product back to the Customer if the

Defective Product is within the Warranty Period.

**10. THIS LIMITED WARRANTY STATES THE ENTIRE WARRANTY GIVEN BY HTC TO THE CUSTOMER.**

IN NO EVENT SHALL HTC BE LIABLE UNDER THIS LIMITED WARRANTY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER TO THE FULLEST EXTENT THAT THOSE LOSSES OR DAMAGES CAN BE DISCLAIMED BY LAW.

IN ANY CASE 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 HARDWARE. HTC does not exclude or limit liability for personal injury or death resulting from its own negligence, for defects in the Product arising out of its or its manufacturers' negligence.

THE LAWS OF CERTAIN COUNTRIES MAY STATE THAT THE MANUFACTURER MAY NOT EXCLUDE OR LIMIT ASPECTS OF ITS LIABILITY TO THE CONSUMER. WHERE THAT IS THE CASE, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS LIMITED WARRANTY WILL NOT APPLY. This warranty gives the Customer specific legal rights; the Customer may also have other rights, which may vary from country to country.

This limited warranty does not affect the Customers statutory rights in law specific to the country of purchase, such rights remain protected.

This Limited Warranty will be updated by HTC from time to time. Please visit your local HTC website to obtain the latest version of the Limited Warranty for the Product.

For more information and to contact support, please refer to HTC webpage at: <http://www.htc.com>

## 繁體中文

### 有限保固聲明

本有限保固適用對象為 HTC 之產品（此稱「產品」）。HTC 保證「產品」在首次購買時絕無材料和人工之瑕疵（有限保固）。本「有限保固」不影響您的法定權利。

本有限保固適用下列條款與細則：

1. 本有限保固僅適用於產品之首位購買者（此稱「客戶」）。不過，本有限保固仍得轉移至購買產品的一方，HTC 同意以書面方式進行轉移（且 HTC 僅會在合理情況下拒絕同意）。條件不排除且不限於下列情況
  - a) 客戶所擁有之任何法定權利，或
  - b) 客戶對經銷商/零售商在產品上所擁有之任何權利。
2. 本有限保固自首次購買日起生效，行動裝置及配件（不論是包含在行動裝置產品包裝內或另外銷售）的有效保證期限為十二（12）個月，不包括所附任何軟體之媒體、CD-ROM、記憶卡（保固期間）。

客戶在申請本有限保固服務時應提出「購買證明」。此有限保固僅限於本產品所銷售國家內發生效用及執行。保固服務的提供與回應時間視不同國家而異，且購買所在國家可能有不同的註冊需求規定。

3. 在保固期間內，HTC 或其授權代理商將自行決定是否依照條款第 7 條，對瑕疵產品進行免費維修或更換。維修或更換時可能會使用功能相近的維修產品。HTC 會將維修後的產品或以其它功能相近且運作正常的替換產品寄還給客戶。所有更換下來的故障零件或元件將歸 HTC 所有。
4. 本有限保固僅適用於產品原始供應之硬體元件，不適用於任何軟體或其它設備。
5. 若經 HTC 維修或更換產品，則修復或更換的產品將獲得原始保固期間的剩餘日期或自維修或更換日期起三（3）個月的保固（視何者較長）。
6. 在送還任何產品進行維修服務之前，請務必將產品中的資料備份並刪除任何機密、專屬或個人資訊。針對您未備份之任何程式、資料或可移除式儲存媒體的任何損壞或遺失，HTC 均不負任何責任。

7. 本有限保固不適用於因下列任何事項所導致之瑕疵：
- a) 產品序號、配件日期碼、IMEI 編號、水量指標或保固封條遭到移除、抹去、污損、修改或難以辨認；或
  - b) 正常使用下對產品造成的磨損；或
  - c) 未遵守使用手冊、未謹慎拿持、暴露於水氣、濕氣、在高溫或嚴苛環境狀況下使用、或在環境發生急速變化、磨損、氧化、未授權的修改或連線、未授權的開啟或維修、使用未授權之備用零件進行維修、意外事件、用力過度或其他對 HTC 產品之非合理操作動作（包含但不限於消耗性零件之瑕疵），除非瑕疵直接導因於材料或人工上的瑕疵。本有限保固不包括產品表面的實際損壞，包括但不限於 LCD 螢幕或相機鏡頭上的裂損或刮痕；或
  - d) 因電池短路，或電池外殼或電池之封裝有破損或可明顯看出遭到竄改，或電池被應用於非指定之設備等情形所導致之瑕疵；或
  - e) 因電信網路或其它系統運作故障所導致之瑕疵；或
  - f) 因電信網路參數變更而需要對產品軟體進行升級；或
  - g) 因使用或連線產品於其他未經過 HTC 核准或提供之配件，或以設計用途以外方式使用所導致，且 HTC 告知此類瑕疵非產品本身之故障所導致之瑕疵。
  - h) 基於液晶面板製程尚無法確保100%無亮點或暗點之特性，恕不提供液晶面板無亮暗點保證。
8. 產品可能包含國家專屬的元件（包含軟體），在本有限保固條款之下，如果產品從原始出口國家再出口至其它國家，則產品所包含的特定國家專屬元件在別的國家將不被視為瑕疵。

在本有限保固下的任何服務申請均需由您在發現瑕疵之日起的合理時間內向 HTC 或 HTC 授權服務代理商提出，且在任何情況下均不得超過保固期間的期限。

9. 如果產品發生故障，客戶應採取下列動作：
- a) 參閱使用手冊，以找出問題並盡可能修正問題。
  - b) 如果參閱使用手冊後仍無法解決問題，客戶應聯絡購買產品的當地零售商或造訪您當地的 HTC 網站，或是親臨 HTC 服務中心或造訪 [www.htc.com](http://www.htc.com)，以取得詳細資訊。



c) 客戶在聯絡 HTC 服務代理商之前，請務必備妥下列資料：

- 產品的型號、序號和 IMEI 編號。
- 客戶的完整地址和聯絡資訊。
- 客戶原始發票、購買產品之收據或銷售帳單的影本。HTC 將指示客戶退還瑕疵產品的方式及時間。如果瑕疵產品仍在保固期間內，則 HTC 會負責支付在將瑕疵產品退還給 HTC 以及將修復之產品寄還給客戶時的費用。

10. 本有限保固說明 HTC 提供給客戶的完整保固內容。

在適用法律最大允許範圍內，任何營利損失、預期成本損失、資料遺失、使用本產品或相關設備之損失、或間接、意外或衍生性之損失或損傷，HTC 在本有限保固條款下均不負任何責任。

根據本有限保固的所有條款，HTC 及其供應商的所有責任，在任何情況下皆不得超過客戶針對硬體所付款項的總額。對於因本身疏忽，或因本身或製造商疏忽而導致之瑕疵而造成的個人傷害或死亡，HTC 不排除或限制該等責任。

某些國家的法律中指出，製造商不得排除或限制其對「客戶」的部分責任。在此情況下，本「有限保固」中的排除事項和有限責任則不適用。雖然本「有限保固」授予「客戶」特定之法律權利；但「客戶」可能依國家的不同還擁有其他權利。

本有限保固不影響客戶在購買國家內的特定法定權利，該等權利仍受到保護。

HTC 將隨時更新本有限保固。請造訪您當地的 HTC 網站以取得產品最新版本的有限保固。

如需詳細資訊或需聯絡支援部門，請造訪 HTC 網站：

<http://www.htc.com>

English

## HTC End User License Agreement

IMPORTANT -- READ CAREFULLY BEFORE USING THIS SOFTWARE:

This License Agreement ("License Agreement") for a certain HTC product is a legal agreement between you (either an individual or an entity) and HTC Corporation and its third party suppliers and licensors (collectively "HTC") for all the relevant software (which includes components provided by suppliers and licensors to HTC) bundled with the HTC product purchased by you ("Software").

YOUR ACCEPTANCE BY ACTIVATING, USING, DOWNLOADING OR INSTALLING THIS PHONE AND/OR THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT.

If, prior to indicating your acceptance by activating, using, downloading or installing this phone and/or the Software, you determine that you are unwilling to agree to the terms of this License Agreement, you have no right to use the Software and you should: (i) promptly return the Software to HTC or delete it; or (ii) if you have purchased the HTC Product on which the Software is pre-installed by or on behalf of HTC, promptly return the HTC Product and the accompanying Software and items (including documentation and packaging) to HTC or the HTC authorized distributor from whom you purchased the HTC Product.

ANY THIRD PARTY SOFTWARE THAT MAY BE PROVIDED WITH THE SOFTWARE IS INCLUDED FOR USE AT YOUR OPTION. IF YOU CHOOSE TO USE SUCH THIRD PARTY SOFTWARE, THEN SUCH USE SHALL BE GOVERNED BY SUCH THIRD PARTY'S LICENSE AGREEMENT. HTC IS NOT RESPONSIBLE FOR ANY THIRD PARTY'S SOFTWARE AND SHALL HAVE NO LIABILITY FOR YOUR USE OF THIRD PARTY SOFTWARE.

1. **GRANT OF LICENSE.** HTC hereby grants to you a non-exclusive, non-transferable and restricted license to use the Software and any related documentation ("Documentation") subject to the following terms:

You shall use the Software solely in conjunction with

the handheld device in which the Software is originally embedded.

## 2. LICENSE RESTRICTIONS.

- a) Except to the extent otherwise expressly and unambiguously authorized by HTC or to the extent such restrictions are explicitly prohibited by applicable law, you shall **NOT**: (i) permit other individuals to use the Software; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation; (iii) copy the Software or Documentation (except for a back-up upon a repair/replacement, provided that such back-up is not installed or used on any computer, and shall be deleted/destroyed immediately after repair/replacement. Any other copies You make of the Software are in violation of this Agreement); (iv) rent, lease, transfer, sublicense or otherwise transfer rights to the Software or Documentation; (v) remove any proprietary notices or labels on the Software or Documentation; or (vi) add, integrate or combine any other software with the Software. Any such forbidden use shall immediately terminate your license to the Software.
- b) You agree that you shall only use the Software and Documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the Software and Documentation, including, but not limited to, applicable restrictions concern relevant copyright and other intellectual property rights and/or the export controlling regulations.
- c) You shall only use the Software for your private, non-commercial use. You shall not use the Software in any way to provide, or as part of, any commercial service or application. You shall not use the Software in an attempt to, or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

## 3. TITLE. Title, ownership, rights, and intellectual property

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5. **INDEMNIFICATION.** You agree to hold harmless, indemnify and defend HTC, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims that you have (i) viewed, downloaded, encoded, compressed, copied or transmitted any materials (other than materials provided by HTC) in connection with the Software in violation

of another party's rights or in violation of any law, or (ii) violated any terms of this License Agreement. If you are importing the Software from the United States or European Union, you shall indemnify and hold HTC harmless from and against any import and export duties or other claims arising from such importation. You agree that the laws of the State of Washington, the United States (excluding its conflict of laws) shall govern any and all matters resulted from this Agreement.

- 6. TERMINATION.** This License Agreement will automatically terminate if you fail to comply with any term hereof. No notice shall be required from HTC to effect such termination.

# MICROSOFT SOFTWARE LICENSE TERMS FOR WINDOWS PHONE SOFTWARE

These license terms are an agreement between you and HTC Corporation (“Company”). Please read them. They apply to the software included on this device. The software also includes any separate media on which you received the software.

The software on this device includes software licensed by Company from Microsoft Corporation or its affiliate.

The terms also apply to any

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

By using the software, including use on this device, you accept these terms. If you do not accept them, do not use the device or software. Instead, contact Company to determine its return policy for a refund or credit.

**WARNING:** If the software contains voice operated technologies, then operating this software requires user attention. Diverting attention away from the road while driving can possibly cause an accident or other serious consequence. Even occasional, short diversions of attention can be dangerous if your attention is diverted away from your driving task at a critical time. Company and Microsoft make no representations, warranties or other determinations that ANY use of this software is legal, safe, or in any manner recommended or intended while driving or otherwise operating a motor vehicle.

If you comply with these license terms, you have the rights below.

1. **USE RIGHTS.** You may use the software on the device with which you acquired the software.
2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
  - a. **Specific Use.** Company designed this device for a specific use. You may only use the software for that use.
  - b. **Included Microsoft Programs and Additional Required Licenses.** Except as provided below, these license terms apply to all Microsoft programs included with the software. If the license terms with any of those programs give you other rights that do not expressly conflict with these license terms, you also have those rights.
    - i. This agreement does not grant you any rights with respect to the Windows Mobile Device Center, Microsoft ActiveSync or Microsoft Outlook 2007 Trial which are subject to the licenses accompanying those items.
  - c. **Speech Recognition.** If the software includes speech recognition component(s), you understand that speech recognition is an inherently statistical process and that recognition errors are inherent in the process. Neither Company nor Microsoft or their suppliers shall be liable for any damages arising out of errors in the speech recognition process.
  - d. **Phone Functionality.** If the device software includes phone functionality, all or certain portions of the device software may be inoperable if you do not have and maintain a service account with a wireless telecommunication carrier ("Mobile Operator"), or if the Mobile Operator's network is not operating or configured to operate with the device.
3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Company and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. You may not:
  - work around any technical limitations in the software;
  - reverse engineer, decompile or disassemble the

software;

- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this device.

You may use remote access technologies in the software such as Remote Desktop Mobile to access the software remotely from a computer or server. You are responsible for obtaining any licenses required for use of the protocols to access other software.

4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.
- a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off some of these features or not use them. For more information about these features, visit <http://go.microsoft.com/fwlink/?LinkId=81931>.

**By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

**Device Information.** The following features use Internet protocols, which send to the appropriate systems device information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- **Windows Mobile Update Feature.** The Windows Mobile Update feature provides you the ability to obtain and install software updates on your device if updates are



available. You may choose not to use this feature. Company and/or your Mobile Operator may not support this feature or an update for your device.

- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade.
  - b. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

## 5. NOTICES ABOUT THE MPEG-4 VISUAL STANDARD.

The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; [www.mpegla.com](http://www.mpegla.com).

- 6. **DIGITAL CERTIFICATES.** The software uses digital certificates in X.509 format. These digital certificates are

used for authentication.

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