



Terms & Conditions

1. Customer must register the product in the corresponding official website in order to enjoy the limited warranty within the warranty period.
2. The warranty card should be fully completed and returned to Emotion Technology Company Limited or register the warranty online within 14 days commencing from the date of purchase.
3. Emotion Technology Company Limited provides free carry-in repair service, including parts and labor for the product.
4. Customer must present the original warranty card or warranty label together with original purchase invoice to Emotion Technology Company Limited's technician for verification when warranty service is rendered. Service fee will be charged if any one of the documents cannot be produced.
5. Customer is responsible for delivering and collecting the Product at his/her own cost when carry-in repaired service is requested.
6. This warranty covers hardware only. Accessories such as connection cables, the CD and the floppy disks are excluded in the warranty.
7. Emotion Technology Company Limited does not provide warranty for any preloaded or bundled software. Emotion Technology Company Limited reserves all rights to make the final judgement on evaluating the malfunction or breakdown of the product caused from software or hardware.
8. Emotion Technology Company Limited is not obligated to re-install preloaded software. Handling fee will be charged for the request of re-installation service.
9. This Warranty Does Not Apply to:
 - (a) Consumable parts, such as batteries or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship. As with all batteries, the maximum capacity of the battery will decrease with time and use; this is not a defect. Only defective batteries and batteries that leak are covered by this warranty.
 - (b) Cosmetic damage, including but not limited to scratches, dents, cracks or other cosmetic damage.
 - (c) Damage caused by use with non-E-motech products. Defects or damage that result from the use of non-E-motech branded or certified Products, accessories or other peripheral equipment, including without limitation housings, parts, or software, are excluded from coverage.
 - (d) Damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external causes; including but not limited to: (i) improper usage or operation (e.g. operating the Product outside their permitted or intended uses as defined by E-motech, including but not limited to as set forth by E-motech in the Products' User Manual, Quick Start Guide, Online Tutorials, and other documentation), improper storage (e.g. subjecting the Product to extreme temperatures), abuse or neglect (e.g. broken/bent/missing clips/fasteners/connectors); impact damage (e.g. dropping the Product) (ii) contact with liquids, water, rain, extreme humidity, heavy perspiration or other moisture; sand, food, dirt or similar substances (except for Products sold as resistant to such substances, but only to the extent the damage was not caused by incorrectly securing the phone's protective elements or subjecting the Product to conditions beyond its stated specifications or limits); (iii) use of the Products for commercial rental purposes; or (iv) external causes or acts which are not the fault of E-motech, including but not limited to flood, fire, earthquake, tornado or other acts of God, are excluded from coverage.
 - (e) Unauthorized Service or Modification. Defects or damage resulting from service, testing,

adjustment, installation, maintenance, alteration, or modification in any way, including but not limited to tampering with or altering the software, by someone other than E-motech, or its authorized service centers, are excluded from coverage. Notwithstanding the foregoing, any Product which has had its bootloader unlocked, or whose operating system has been altered, including any failed attempts to unlock the bootloader or alter such operating system, is not covered by this warranty, regardless of whether such modifications are authorized, approved, or otherwise sanctioned by E-motech.

(f) A product or part that has been modified in any manner without the written permission of E-motech. Products that have been altered in any manner so as to prevent E-motech from determining whether such Products are covered under the terms of this Limited Warranty are excluded from coverage. The forgoing shall include but not be limited to (i) serial numbers, date tags or other manufacturer coding that has been removed, altered or obliterated; (ii) mismatched or duplicated serial numbers; or (iii) broken seals or other evidence of tampering.

Do not open the Product or attempt to repair the Product yourself; such conduct may cause damage that is not covered by this warranty.

(g) Normal wear and tear or otherwise due to the normal aging of the product.

(h) Defects, damages, or the failure of the Product due to any communication service or network you subscribe to or use with the Products.

(i) Where the local laws permit, all software, including operating system software, third-party software, applications, and all other software of any kind. Software distributed by E-motech is provided "AS-IS" and "AS AVAILABLE," "WITH ALL FAULTS" and without a warranty of any kind. The Limited Warranty does not apply to any non-E-motech product or any software, even if packaged or sold with the E-motech hardware, unless otherwise required by applicable local law.

(j) Products that have been refurbished, reconditioned, or remanufactured, except for Products repaired or replaced pursuant to the terms of this Limited Warranty.

If damage is outside the scope of warranty coverage, repair services may be available, but all costs associated with such out of warranty repair will be your responsibility.

10. The defective part should go with the whole unit in case of repair.

11. Any defective part which has been replaced, shall be Emotion Technology Company Limited's property.

12. Under no circumstances is Emotion Technology Company Limited liable for loss directly or indirectly for any of the following:

- a) third-party claims against you for losses or damages.
- b) loss or damage to your records, information or data;
- c) economic consequential damages including lost profits.

13. Customer should backup his/her own hard disk contents of his/her own accord before repair.

Emotion Technology Company Limited shall not provide hard disk backup service.

14. In case of repair, hard disk content may be destroyed and customer will not be informed in advance. Emotion Technology Company Limited shall not be liable for any data, records or program lost due to repair.

15. Emotion Technology Company Limited shall only honor the warranty card or warranty label issued by Emotion Technology Company Limited.

16. No warranty card/label or supplementary copy will be issued in case of damage or lost. Emotion Technology Company Limited reserves the right to charge the customer for new issue.

17. In case of warranty service required overseas, customer is responsible to deliver the product to Emotion Technology Company Limited Service Centre in Hong Kong on his/her own account. Emotion Technology Company Limited shall be responsible for delivering the product back to customer, after repair, by courier services, excluding any duties, taxes or levies.

18. In case of any disputes, Emotion Technology Company Limited reserves all rights for final judgment.