

KOBO™ eREADER ONE (1) YEAR LIMITED WARRANTY

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What is covered by this Limited Warranty?

Subject to the terms and conditions of this Limited Warranty, Kobo warrants that the hardware components comprising your eReader will be free from defects in materials and workmanship under normal consumer use for a period of one (1) year from the date of original retail purchase (the “Warranty Period”). During this Warranty Period, if a defect arises that is covered by this Limited Warranty, Kobo will, subject to the terms and conditions of this Limited Warranty, at its option, either: (i) replace your eReader with a new or refurbished model of equal or greater value; or (ii) repair your eReader using new or refurbished parts. For the purposes of this Limited Warranty, “refurbished” means a product or part that has been returned to its original specifications in Kobo’s sole discretion. **The foregoing is your sole and exclusive remedy for any breach of this Limited Warranty or for any other claims otherwise relating to this Limited Warranty.**

What is not covered by this Limited Warranty?

This Limited Warranty does not cover: (a) damage or malfunctions caused by accident, misuse, neglect, abuse, acts of God or other external causes; damage or malfunctions caused by third-party products including, without limitation, software, downloaded data or materials, consumable parts, accessories or peripherals; damage or malfunctions caused by Internet or telecommunications failures; damage or malfunctions caused by commercial use; or damage or malfunctions caused by unauthorized opening, use, service, tampering, alteration, repair or modification; (b) cosmetic damage or normal wear and tear; (c) any software, whether or not contained in or distributed with your eReader; (d) any downloaded data or materials; (e) consumable parts, such as batteries; (f) accessories or peripherals; or (g) damage caused by inadequate packing or shipping procedures in returning your eReader to Kobo for service. This Limited Warranty does not apply to eReaders sold as used, refurbished or reconditioned.

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KOBO DOES NOT WARRANT OR GUARANTEE THAT THE OPERATION OF YOUR EREADER WILL BE UNINTERRUPTED OR ERROR-FREE.

How to make a Warranty Claim or arrange for Warranty Service?

Please access and review the online help resources available at www.koboereader.com before requesting warranty service.

To make a warranty claim or arrange for warranty service for your eReader, you must contact Kobo at the following number during the Warranty Period:

- 1-866-204-4714

When you contact Kobo at the number above, Kobo will provide a Return Merchandise Authorization (“RMA”) number and specific instructions to you as to how and where to return your eReader. You may be required to provide your contact details, place of purchase, date of purchase and the model and serial number of the eReader to be returned. Your eReader must be shipped, prepaid and insured by you, in its original or equally protective packaging, together with proof of purchase (i.e., a dated purchase or gift receipt) and the RMA number provided by Kobo, to the address specified by Kobo. You may also be required to provide a valid credit card number in order to obtain an advance replacement eReader before Kobo receives your eReader at its returns centre. You must return your eReader within the timeframe specified by Kobo; if you do not or if Kobo determines that your returned eReader is not covered by this Limited Warranty, Kobo reserves the right to charge your credit card for the retail purchase price of any advance replacement eReader sent to you plus applicable shipping and handling costs. If no credit card number is provided, you will be required to send your eReader to Kobo before a replacement is sent out.

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If, upon examination, Kobo determines that your eReader is not covered by this Limited Warranty, Kobo will: (i) return your eReader to you, at your expense, or (ii) if an advance replacement eReader has been provided to you, charge your credit card for the retail purchase price of such replacement, plus applicable shipping and handling costs.

Any returned eReader or eReader parts for which a replacement is given shall become the property of Kobo.

What will be the Warranty Period if your eReader is replaced or repaired?

If your eReader is replaced or repaired during the Warranty Period, it will be covered by this Limited Warranty for the remainder of the original Warranty Period or ninety (90) days from the date of shipment of the replacement or repaired eReader, whichever is longer.

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Warranty which governs your eReader will be the version of this Limited Warranty in effect on date of original retail purchase of the eReader.

Governing Law and Jurisdiction

If you reside in the United States, this Limited Warranty and any dispute that might arise between you and Kobo in respect of this Limited Warranty is to be governed by and construed in accordance with the laws of the State of New York (without regard to principles of conflict of laws) and the forum or venue for any dispute arising out of or relating to this Limited Warranty shall be in New York, New York. If you reside in Canada or any other jurisdiction (other than the United States), this Limited Warranty and any dispute that might arise between you and Kobo in respect of this Limited Warranty is to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to principles of conflict of laws) and, to the extent not prohibited by law in such other jurisdiction, the forum or venue for any dispute arising out of or relating to this Limited Warranty shall be in Toronto, Ontario, Canada, and you hereby irrevocably attorn to such jurisdiction. The United Nations Convention on Contracts for the International Sale of Good is hereby excluded in its entirety from application to this Limited Warranty.

General

If any term of this Limited Warranty is held to be invalid or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect. Waiver by Kobo of any default will not be deemed a continuing waiver of such default or a waiver of any other default.

By use of your eReader you accept and agree to the terms and conditions of this Limited Warranty. You further agree that this Limited Warranty and any and all related documents shall be drawn up in English only. Par l'utilisation de votre eReader vous acceptez les termes and conditions de cette garantie limitée. Vous acceptez également que cette garantie limitée ainsi que les documents qui s'y rattachent soient rédigés en anglais seulement.

This Limited Warranty has been last updated October 5, 2010.