

Terms and Conditions

KOBO™ Mini eReader LIMITED WARRANTY

This Limited Warranty is provided by Kobo Inc. ("Kobo") and gives you specific legal rights with respect to your Kobo eReader, version N705 ("eReader"). Please review it carefully. You may also have other rights under consumer protection laws of the jurisdiction of your purchase or, if different, residence, which rights may vary from jurisdiction to jurisdiction, in which case this Limited Warranty does not affect those rights to the extent that such rights may not be limited under law to those stated herein.

What is covered by the one (1) year Standard 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 "Standard Warranty Period"). During this Standard 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. **Unless you purchase one of the Extended Protection Plan Limited Warranties described below, 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.**

BRONZE EXTENDED PROTECTION PLAN

What is covered by the one (1) year Bronze Extended Protection Plan Limited Warranty?

In addition to the coverage afforded by the Standard Warranty, if you purchased the Bronze Extended Protection Plan Limited Warranty, you are also covered as follows: If the eReader, at any time during the Standard Warranty Period, is damaged due to an accident such as a fall, spill or drop, 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. With respect to replacement of eReaders due to accidental damage, the Bronze Extended Protection Plan Limited Warranty covers one (1) replacement eReader only. If you purchased the Bronze Extended Protection Plan Limited Warranty, 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.

SILVER EXTENDED PROTECTION PLAN

What is covered by the two (2) year Silver Extended Protection Plan Limited Warranty?

If you purchased the Silver Extended Protection Plan 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 two (2) years from the date of original retail purchase (the "Extended Warranty Period"). During this Extended Warranty Period, if you purchased the Silver Extended Protection Plan Limited Warranty, if a defect arises that is covered by this Limited Warranty, or if the eReader is damaged due to an accident such as a fall, spill or drop, 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. With respect to replacement of eReaders due to accidental damage, the Silver Extended Protection Plan Limited Warranty covers two (2) replacement eReaders only. Under this Limited Warranty, within Canada and the United States, Kobo will pay the courier costs of returning the damaged eReader(s) to Kobo. If you purchased the Silver Extended Protection Plan Limited Warranty, 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.

GOLD EXTENDED PROTECTION PLAN

What is covered by the two (2) year Gold Extended Protection Plan Limited Warranty?

If you purchased the Gold Extended Protection Plan 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 the "Extended Warranty Period. During this Extended Warranty Period, if you purchased the Gold Extended Protection Plan Limited Warranty, if a defect arises that is covered by this Limited Warranty, or if the eReader is damaged due to an accident such as a fall, spill or drop, 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. With respect to replacement of eReaders due to accidental damage, the Gold Extended Protection Plan Limited Warranty covers three (3) replacement eReaders only. Under this Limited Warranty, within Canada and the United States, Kobo will pay the courier costs of returning the damaged eReader(s) to Kobo. The Gold Extended Protection Plan Limited Warranty also entitles you to V.I.P. Customer Service, which includes: (i) a phone call from a Kobo agent to guide you through the set-up of your device, at your convenience, (ii) access to a priority helpline with V.I.P. agents, and (iii) access, twenty-four hours a day, seven days a week, to Kobo's priority helpline. If you purchased

the Gold Extended Protection Plan Limited Warranty, 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?

The Limited Warranties described herein do not cover: (a) damage or malfunctions caused by accident (except if you purchase one of the Extended Protection Plan Limited Warranties, as described above), 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. The said Limited Warranties do not apply to eReaders sold as used, refurbished or reconditioned. Please refer to the Kobo eReader License Agreement and Terms of Use available at www.kobo.com/userguides for your rights and obligations with respect to any software contained in or distributed with your eReader. **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.kobo.com/userguides 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 Standard Warranty Period or Extended Warranty Period, as applicable: 1-855-732-2662

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 (except if you purchase the Silver or Gold Extended Protection Plan Limited Warranty, as described above), in its original 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. If you purchased the Silver or Gold Extended Protection Plan Limited Warranty, Kobo will be responsible for the cost of shipping your eReader to Kobo from within Canada or the United States. 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 the applicable 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.

Before you send your eReader to Kobo for warranty service, it is your responsibility to back up any data, software or files that you may have stored on your eReader. Any such data, software or files may be lost or reformatted during service. Neither Kobo nor its affiliates, resellers, distributors or agents will be responsible for any damage to or loss of your data, software or files or for the cost of backing up or recovering your data, software or files.

Your eReader or a replacement will be returned to you configured as your product was configured when originally purchased, subject to applicable updates that Kobo, in its discretion, makes generally available free of charge. You will be responsible for reinstalling all other data, software and files. You will be solely responsible for any cost, expense, loss or damage relating to your failure to comply with the above terms or Kobo's instructions. Kobo will collect, use, disclose and maintain your customer information for the purpose of communicating with you and providing any applicable warranty service to you under the applicable Limited Warranty, in accordance with its privacy policy available at www.kobo.com/privacypolicy.

What Will Kobo Do When It Receives Your eReader?

When Kobo receives your eReader, it will examine it and determine whether it is covered by this Limited Warranty. If, upon examination, Kobo determines that your eReader is covered by this Limited Warranty and an advance replacement eReader has not already been provided to you, Kobo will, within a reasonable period of time, at its option, do one of the following: (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. If your eReader is covered by the Limited Warranty, Kobo will send the replacement or repaired eReader to you within Canada or the United States, at Kobo's cost and by Kobo's choice of carrier. Any international shipping charges, duties or other associated costs will be at your expense (except if you purchase the Gold Extended Protection Plan Limited Warranty).

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 Standard Warranty Period or the Extended Warranty Period, as applicable, 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, subject to the limitations on the number of devices which may be repaired or replaced, as outlined above.

Disclaimer

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, IMPLIED OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, KOBO SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY PROVIDED FOR IN THIS LIMITED WARRANTY, INCLUDING, WITHOUT LIMITATION, STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS. TO THE EXTENT KOBO CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES OR CONDITION, THEN TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE DURATION OF THE STANDARD WARRANTY PERIOD OR THE EXTENDED WARRANTY PERIOD, AS APPLICABLE, AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY KOBO IN ITS SOLE DISCRETION. Some jurisdictions do not allow limitations on the duration of a statutory or an implied warranty or condition, so this limitation may not apply to you.

Modification

No employee or representative of Kobo or its affiliates or any third party is authorized to make any additions or extensions to this Limited Warranty. Kobo reserves the right, at its sole discretion, to change, modify, add, or delete portions of this Limited Warranty at any time without further notice. If Kobo does this, Kobo will post the revised version of this Limited Warranty at www.kobo.com/userguides. The Limited 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 Goods 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 1, 2012.