Terms and Conditions

Limited Warranty

This Limited Warranty is provided by Rakuten Kobo Inc., 135 Liberty Street, Suite 101, Toronto, Ontario, Canada M6K 1A7, ("Kobo") and gives you specific legal rights with respect to your Kobo Ereader or Tablet ("Device"). 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.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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 Device 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 Device with a new or refurbished model of equal or greater value; or (ii) repair your Device 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?

The Limited Warranty described herein 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 cause 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 Device; (d) any downloaded data or materials; (e) consumable parts; (f) accessories or peripherals; or (g) damage caused by inadequate packing or shipping procedures in returning your Device to Kobo for service. Please refer to the Kobo Device License Agreement and Terms of Use available at www.kobo.com/termsofuse for your rights and obligations with respect to any software contained in or distributed with your Device.
KOBO DOES NOT WARRANT OR GUARANTEE THAT THE OPERATION OF YOUR DEVICE 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/help before requesting warranty service.

To make a warranty claim or arrange for warranty service for your Device, you must contact Kobo at:
http://kobo.frontlinesvc.com/app/lanpag

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

Before you send your Device to Kobo for warranty service, it is your responsibility to back up any data, software of files that you may have stored on your Device. 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 Device 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 Device

When Kobo receives your Device, it will examine it and determine whether it is covered by this Limited Warranty. If, upon examination, Kobo determines that your Device is covered by this Limited Warranty and an advance replacement Device 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 Device with a new or refurbished model of equal or greater value; or (ii) repair your Device using new or refurbished parts. If your Device is covered by the Limited Warranty, Kobo will send the replacement or repaired Device to you within Australia, 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.

If, upon examination, Kobo determines that your Device is not covered by this Limited Warranty, Kobo will: (i) return your Device to you, at your expense, or (ii) if an advance replacement Device 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 Device or Devices parts for which a replacement is given shall become the property of Kobo.

What will be the warranty period if your Device is replaced or repaired?

If your Device is replaced or repaired during the Standard 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 Device, whichever is longer.

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 EXTNEDED WARRANTY PERIOD, AS APPLICABLE, AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINDED 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 Device will be the version of this Limited Warranty in effect on date of original retail purchase of the Device.

Governing Law and Jurisdiction

If you reside in Australia, 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 Australian law (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 South Wales, Australia. 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 Device 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. This Limited Warranty has been last updated on October 2015.