

Terms and Conditions

Limited Warranty

This Limited Warranty is provided by Rakuten Kobo Inc., 150 John Street 5th Floor, Toronto, Ontario M5V 3E3, Canada, ("Kobo") and gives you specific legal rights with respect to your Kobo E-reader 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.

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 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 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/termsfuse 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.**

Authorized Dealer

Kobo is committed to providing customers with reliable products through authorized dealers. Kobo products sold by unauthorized dealers are not covered by Kobo's warranty. As such products may be counterfeit, used or defective, please ensure to purchase Kobo products from Kobo authorized dealers. For more information about authorized dealers, please contact us using the online help resource, which is available at <https://help.kobo.com/hc/requests/new>

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

Please access and review the online help resources available at <https://help.kobo.com/hc/requests/new> before requesting warranty service.

To make a warranty claim or arrange for warranty service for your Device, you must contact the Authorized Dealer.

Before you send your Device to the Authorized Dealer for warranty service, it is your responsibility to back up any data, software or 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.

The Authorized Dealer 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 Kobo's privacy policy available at <https://authorize.kobo.com/terms/privacypolicy>.

What will the Authorized Dealer do when it receives your Device?

When **the Authorized Dealer** receives your Device, it will examine it and determine whether it is covered by this Limited Warranty. If, upon examination, it is determined that your Device is covered by this Limited Warranty and an advance replacement Device has not already been provided to you, the Authorized Dealer 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, **the Authorized Dealer** will send the replacement or repaired Device to you within India, at its cost and by its choice of carrier. Any international shipping charges, duties or other associated costs will be at your expense.

If, upon examination, it is determined that your Device is not covered by this Limited Warranty, the Authorized Dealer 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 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 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 India, 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 law of India (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 Delhi and in the English Language. 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 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 08/09/2023.