

#### LIMITATION OF INQ'S LIABILITY

12. To the extent permitted by applicable law(s) INQ's liability shall be limited to the purchase value of the defective Product and INQ shall not be liable for:  
(a) loss of, damage to or corruption of data, (b) any loss of profit, loss of use of the Handset or functionality, loss of business, loss of contracts, loss of revenues or loss of anticipated savings, increased costs or expenses, or (c) any indirect, consequential or special loss or damage of any kind.
13. To the extent permissible under applicable national laws, the Warranty:  
(a) is your sole and exclusive remedy against INQ and INQ's sole and exclusive liability in respect of defects in Products; (b) replaces all other warranties and liabilities, whether oral, written, (non-mandatory) statutory, contractual, in tort or otherwise, including, without limitation any implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose; and (c) does not exclude nor limit any of your legal (statutory) rights under applicable national laws.
14. The Handset allows access to web sites or content or resources provided by companies or persons other than INQ and over which INQ has no control. You acknowledge and agree that INQ is not responsible

for the availability of, and does not endorse any advertising, products or other materials on such web sites or resources.

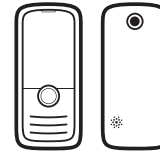
15. INQ is not a network provider and shall not be liable for the availability, coverage or services of any network or system used with a Product.
16. This Warranty is provided by INQ Mobile Limited, a company registered in the British Virgin Islands with company number 1497156.

Further details regarding servicing and repairs may be found at [www.inqmobile.com](http://www.inqmobile.com)

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INQ Mini 3G Warranty, Australia.  
Version 1 – August 2009

# inq



## INQ Mini 3G LIMITED WARRANTY AND END USER LICENSE

## IMPORTANT NOTE ABOUT YOUR HANDSET

- This INQ mobile handset (“Handset”) is a sophisticated mobile device which must be used in accordance with the user manual and safety precautions. Please read them.
- Although built to withstand normal and careful use, the Handset may contain screens, camera lenses and moving parts that may scratch or become damaged if not handled carefully. The Warranty below will not cover any defects or damage caused by misuse or careless or rough handling.

## WARRANTY FOR PRODUCTS

1. INQ Mobile Limited (“INQ”) provides this limited warranty (“Warranty”) to the first end-user of the Handset and other INQ product(s) (together “Product(s)”) who bought the Products from an authorised seller.
2. INQ warrants that during the Warranty Period, INQ or its authorised service centre will remedy defects in materials, design and workmanship by repairing or, at INQ’s discretion, replacing the defective Product, subject to the terms of this Warranty.
3. This Warranty is only valid and enforceable in the country where the Product was first purchased by an end-

user from an authorised seller.

4. This Warranty does not affect your statutory rights.

## WARRANTY PERIOD

5. The The period for the Warranty begins when the Product was first purchased by the end-user and ends after: (a) 24 months for the INQ Handset; and (b) 6 months for batteries, chargers, headsets and cables (the “Warranty Periods”).
6. The Warranty Periods will not be extended or renewed as a result of the repair or replacement of the Product. However, INQ will warrant any part repaired or replaced during the Warranty Period by INQ or its authorised service centre, for the remainder of the Warranty Period.

## HOW TO MAKE A WARRANTY CLAIM

7. To make a claim under this Warranty, please return the affected Product to the retailer where it was purchased with the original proof of purchase (e.g. receipt) which states the date of purchase and a description of the Product.

## WHAT IS NOT COVERED?

8. This Warranty does not cover: (a) normal wear and tear to any part of a Product, such as scratches; (b) defects or damage caused by misuse or rough handling, such as not following the user manual or the safety precautions, or from dropping, bending or compressing; (c) loss of user manuals; (d) third party software installed by you or anyone other than INQ; (e) third party content, data or links, that were included by INQ or downloaded by you; (f) defects caused by use with any product, accessory, software and/or service not manufactured, or supplied by or approved by INQ; or (g) software viruses.
9. INQ may not provide warranty repair or replacement under this Warranty if the Product has: (a) been damaged by exposure to moisture, liquids, extreme sunlight, heat or cold, or spillage of food or drink; (b) suffered from corrosion, oxidation, or influence from chemical products; (c) been opened, modified or repaired by anyone other than an INQ authorised service centre; or (d) had its serial number or the IMEI number removed, erased, defaced, altered or if it is illegible.

## HINTS BEFORE SENDING YOUR PRODUCT TO AN AUTHORISED REPAIR CENTRE

10. Your original Handset may not be returned to you after the repair process, or data may need to be wiped or destroyed during the repair process. Please make back-up copies or keep records of all content and data stored in your Handset or its memory card. All parts of a Product that have been replaced shall become the property of INQ.

## HANDSET SOFTWARE END-USER LICENSE

11. INQ grants the end-user a non-exclusive, limited right to use the software in the Handset (“Handset Software”) for personal use and as required to operate the Handset for the purposes it was intended. The end user shall not adapt, vary, modify, reverse engineer or reverse compile the Handset Software in whole or in part. All title and intellectual property rights in and to the Handset Software, the accompanying printed materials, and any copies of the Handset Software, including all rights in patents, copyrights, trade marks and trade secrets applicable thereto, shall remain vested in INQ or its licensors or affiliates.