



## Terms and Conditions for End User Upgrades

1. Even if you follow the process exactly the upgrade process is not guaranteed to work on all systems.
2. There is a small risk that your device will fail to upgrade due to situations beyond our control.
3. In the event of device failure due to upgrade ZTE can only honour the original warranty period and conditions.
4. If your handset is Out of Warranty it will not be repaired or replaced free of charge. Charges will apply.
5. The user must consider these risks and proceed at their own discretion.

THE SOFTWARE PROVIDED IS WITHOUT WARRANTY. ZTE IS NOT LIABLE IF THE SOFTWARE FAILS TO INSTALL, DOES NOT WORK TO YOUR EXPECTATIONS OR FAILS TO OPERATE. ZTE DOES NOT MAINTAIN THAT THE SOFTWARE WILL BE ERROR FREE OR WILL WORK IN ALL CIRCUMSTANCES. BY PROCEEDING WITH THE DOWNLOAD YOU ACCEPT THESE CONDITIONS.

ZTE WILL ONLY REPLACE YOUR DEVICE IF YOUR WARRANTY IS VALID AS PER OUR WARRANTY CONDITIONS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST ZTE AND ZTE'S SOLE AND EXCLUSIVE LIABILITY IN RESPECT OF DEFECTS IN PRODUCT. HOWEVER, THIS SHALL NOT EXCLUDE NOR LIMIT ANY OF YOUR LEGAL (STATUTORY) RIGHTS UNDER THE APPLICABLE NATIONAL LAWS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW ZTE DOES NOT ASSUME ANY LIABILITY FOR LOSS OF OR DAMAGE TO OR CORRUPTION OF DATA, FOR ANY LOSS OF PROFIT, LOSS OF USE OF PRODUCTS OR FUNCTIONALITY, LOSS OF BUSINESS, LOSS OF REVENUES OR LOSS OF ANTICIPATED PROFIT, INCREASED COSTS OR EXPENSES OR FOR ANY INDIRECT, OR SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ZTE'S LIABILITY SHALL BE LIMITED TO THE PURCHASE VALUE OF THE PRODUCT.