

Creative Limited Warranty

Congratulations on your purchase of a Creative Product. We at Creative seek to maintain the highest quality and workmanship in our products in order to give you, our customer, value for money and a quality product synonymous with the standard provided by Creative.

Creative Technology Ltd. (“Creative”) warrants to you, the original end-user purchaser and holder of this warranty, that the retail hardware product herein (inclusive of any power source or embedded batteries that may be supplied by Creative) is free of material defects in materials and workmanship at the date of purchase. In the event that the hardware product proves defective during the first **12 months** (Ninety (90) days in the case of any rechargeable batteries that may be supplied by Creative) of your purchase (“Warranty Period”), then upon provision of your proof of purchase, you are entitled to return the hardware product to us for repair with new or reconditioned parts, or for replacement with a new or refurbished model that is the same or similar to the original (at the discretion of Creative). This warranty is non-transferable and expressly excludes any product that has not been purchased as new from an authorised Creative source. Further, this warranty is **ONLY** applicable in the country or territory where the product was purchased. Creative disclaims the applicability of all express and implied warranties on the installation software accompanying this product. You are specifically advised to make a backup copy of any software provided with the product.

In order to ensure an efficient and speedy service from Creative in providing you with a suitable remedy, we would respectfully ask you to conform with the information contained in the ‘Product Returns’ section of the Technical Support documentation accompanying this product.

Creative further warrants the repaired or replaced product to be free from defects in material and workmanship for a period of ninety (90) days from the date of repair or replacement, or the remainder of the warranty period, whichever is the greater. If Creative undertakes repair or replacement of the product, Creative may use new or reconditioned parts, and any returned parts or product from you that have been replaced become the property of Creative. Please note that the return procedures do not apply to Creative products that are not sold in Creative's retail packaging or Creative products that are obtained as a result of the purchase of a non-Creative product.

To the extent permitted by applicable law, your Warranty does not apply to normal wear and tear; damage or loss of data due to interoperability with current and/or future versions of operating system or other current and/or future software and hardware; alterations (by persons other than Creative or its authorized repair agents); damage caused by operator error, or non-compliance with instructions as set out in the user manual or other accompanying documentation; damage caused by acts of nature such as floods, storms, fires, and earthquakes, etc; products evidencing the product's serial number has been tampered with or removed; misuse, neglect, and improper handling;; damage caused by undue physical or electrical stress; counterfeit products; damage to or loss of a product during shipment to or from Creative; damage or loss of data caused by a computer virus, worm, Trojan horse or memory content corruption; failures of the product which result from accident, abuse, misuse (including but not limited to improper installation, connection to incorrect voltages, and power points, or failures caused by products not supplied by Creative); damage caused by moisture, corrosive environments, high voltage surges, shipping, or abnormal working conditions; damage caused by any batteries or other power source not provided with the product; or any accompanying items not bearing the Creative serial number provided with the product, or in the case of communications products, the use of the product outside the borders of the country intended for use (as indicated by local telecommunication approval stickers).

In no event will Creative's liability or damages to you, or any other person, ever exceed the purchase price you paid for the product, regardless of the form of the claim.

This package may include software with DVD Audio functionality for you to play content-protected DVD audio discs. The functionality of this software may be lost if the content protection system is compromised. In this event, your sole remedy to restore such functionality is to download a product update from Creative's website.

In addition, Creative also disclaims any obligation to support products for all operating environments, for example, by ensuring interoperability with all current and/or future versions of software or hardware.

In no event shall Creative or its licensors be liable for any indirect, incidental, special or consequential damages, or damages for any personal injury, bodily injury (including death) to any person, or for any lost profits, savings data or loss of use arising from or relating to the use of this product, even if Creative or its licensors have been advised of the possibility of such damages.

NOTE: This warranty gives you specific legal rights. You may have other rights, which vary from country to country. Certain limitations in this warranty are not permitted by the jurisdiction of some countries, so some limitations here may not apply to you.

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