

HISENSE WARRANTY AND DISCLAIMER

ACCEPTANCE OF TERMS

Televisions

By beginning and continuing to use this Television, you agree to the terms and conditions outlined in this Warranty (including the disclaimer (if applicable) referred to in clause 19 of the Warranty). If you do not agree to the terms and conditions and do not use or damage the Television, then within 7 days from the date of original purchase from the relevant retailer you may return the Television to that retailer in as new condition and obtain a refund (subject to the return policy of that retailer).

HISENSE DISCLAIMER

THIRD PARTY CONTENT AND SERVICES

Televisions

1. This Disclaimer applies:
 - a. in relation to any television device (together with any remote, 3-D glasses and other accessories supplied with it) (together the "Television") supplied to you by Hisense Australia Pty Ltd ABN 55 105 022 080 of 1a Millennium Court, Knoxfield, Victoria 3180 ("Hisense") or any retailer who at the time of purchase was authorised by Hisense to sell the Television to you; and
 - b. if you are able to access Third Party Content and Services on the Television.
2. In this Disclaimer, "Third Party Content and Services" means any software application, content and/or services provided by a person or entity (other than Hisense) ("Third Party Provider") which are accessed by you through the Television.
3. Third Party Content and Services are provided on an "as is" basis and may be subject to agreements with or terms and conditions of the Third Party Provider (with which you must comply). Hisense may restrict your use or access of certain Third Party Content and Services from time to time.
4. To the maximum extent permitted by law, Hisense does not make any warranty, guarantee, representation or undertaking in relation to any Third Party Content and Services, including as to their availability, effectiveness, quality, accuracy, validity, suitability for any purpose, compliance with law or compliance with the rights of any other person or entity. To the maximum extent permitted by law, you unconditionally release Hisense from and against any and all claims, liabilities, loss and damage arising out of or in connection with any of the Third Party Content and Services (irrespective of whether those claims, liabilities, loss or damage arise from negligence, breach of contract or any other cause), including in relation to any errors in or interruption, lack of availability, poor performance, change, suspension, cancellation or termination of any Third Party Content and Services, or any breach of law or the rights of any other person or entity arising from the use of any Third Party Content and Services. Hisense will not be responsible for any customer service or support in relation to any Third Party Content and Services.

5. You must ensure that your use of the Third Party Content and Services complies with all applicable law and the intellectual property and other rights of the relevant Third Party Provider. You acknowledge and agree that the Third Party Content and Services and all intellectual property rights subsisting in the Third Party Content and Services will remain the property of the relevant Third Party Provider. No part of the Third Party Content and Services may be modified, duplicated, published, uploaded, distributed, translated, adapted, marketed or used, without the prior written consent of the relevant Third Party Provider or unless expressly permitted by this Disclaimer, the Hisense Warranty provided with the Television or any other applicable terms and conditions for the supply and/or use of the Television that may apply.

6. Certain Third Party Content and Services may require Internet access, express consent regarding the collection and use of personal information, other accessories which are sold separately and/or other requirements. Data, subscription and other charges may also apply in relation to the use of some Third Party Content and Services. You acknowledge and agree that the performance of the Third Party Content and Services will depend on a number of factors, many of which are beyond the control of Hisense, including the existence and type of your Internet connection and the conduct of others such as the relevant Third Party Provider and your internet service provider.

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