

VIVE Enterprise Business Services Terms & Conditions And VIVE Enterprise Business Limited Warranty

(For VIVE Cosmos Series)

United Kingdom

Business Services Terms & Conditions

These Terms and Conditions (“Terms and Conditions”) for HTC VIVE Enterprise Business Services are an agreement between you and HTC Corporation and its Affiliates (“HTC”) and contain important terms and information relating to your access and use of the VIVE Enterprise Business Services described in these Terms and Conditions or otherwise made available by HTC in its sole discretion (“**Business Services**”). Please review these Terms and Conditions carefully. **BY ACTIVATING YOUR BUSINESS SERVICES, YOU ACCEPT THESE TERMS AND CONDITIONS. If you do not agree to these Terms and Conditions, do not activate your Business Services.**

1. Service Scope:

Business Services apply to a single corresponding registered Covered Product. Purchasers of Business Services receive a 2 year limited business warranty (see VIVE Enterprise Business Limited Warranty here for details), starting from the original purchase date of your Covered Product. Business Services include expedited usage technical support, expedited repair services, expedited customer care services and VIVE online resources as set forth in these Terms and Conditions and (www.vive.com/support).

2. Covered Product:

Business Services apply only to the following VIVE hardware product: VIVE Cosmos Series (each a “Product”).

The Product includes a VIVE branded head mounted display (“Headset”) and may also include the following devices: Linkbox, Converter, Controller(s), Base Station(s) and External Tracking Mod depending on your Product model and along with accompanying in-box accessories (e.g. Cables and Power adapters) contained in the same original package and purchased from an HTC authorized retailer or directly from HTC. Your VIVE hardware Product(s) must be registered as set forth below, subject to HTC’s confirmation, within three (3) months of Product purchase (once registered, a “Covered Product”).

You may not change, transfer, or remove a Covered Product once it has been registered for Business Services. Devices that are purchased separately or not included in the original package with the VIVE Headset are not Covered Products and are not eligible for Business Services.

3. Web Registration and Activation:

In order to activate your Business Services, you must first apply for an HTC account or login with your existing HTC account online at <https://enterprise.vive.com/portal> and register your VIVE Product along with your Business Services Activation Key, follow the web online guidance to complete the registration and activation. Once activated, your Business Services may not be disassociated from your HTC account or otherwise transferred, except if your purchase of Business Services is returned pursuant to a valid return policy. Please retain proof of purchase for this Business Services and your VIVE hardware product. Proof of purchase may be required to confirm eligibility for your Business Services programs.

4. Limitations:

Business Services may only be purchased by business/enterprise customers for lawful commercial use and are not intended for personal consumer use or purchase. HTC reserves the right to cancel your Business Services if purchased for personal consumer use or any unlawful purpose. Your Business Services may only be utilized by the original purchaser or acquirer in connection with the Covered Product, and may not be resold, distributed, or otherwise transferred. Purchase of one Covered Product is required for the activation of your Business Services.

5. Dedicated Support:

Business Services includes telephone service, online chat support and dedicated email support for your Covered Product. Email responses may be expected within one (1) business day of receipt. Please visit <https://www.vive.com/uk/support/contactus/> for details.

VIVE Enterprise Phone Service	Service Operation Hours
Iceland, Ireland – English (+44 (0) 2037888089) United Kingdom – English (02037888089)	09:00 - 18:00 (Monday – Friday) British Time

6. Expedited Repair Program:

The Business Services include an Expedited Repair Program, which is designed to help minimize the amount of time you will be without your Covered Product when seeking repair services, and provides expedited shipping, triage and return for Covered Product as described herein. This Expedited Repair Program may only be utilized for Covered Product. Product eligibility is determined at the sole discretion of HTC and is limited to the Limited Warranty Period for your Covered Product. HTC reserves the right not to provide the Expedited Repair Program for out of warranty or otherwise ineligible Products. The Expedited Repair Program is only available to physical addresses in a member state of European Union, Iceland, Norway, Switzerland and the United Kingdom (no P.O. boxes are eligible). A prepaid label will be provided to you via email following issuance of your repair ticket. The label provides you with prepaid shipping for the return of your Covered Product to HTC. All repair instructions that you received upon issuance of your repair ticket must be followed. Your Covered Product will be reviewed for damages through an expedited diagnostic process following receipt of the returned Covered Product. If damages found are covered under your Limited Warranty, at HTC's sole discretion, a repaired or replacement device or accessory will be shipped to you at no cost on a prioritized basis. If damages found are not covered under your Limited Warranty, and out of warranty repair for the Product is available, HTC will contact you with a quote to obtain your authorization to proceed with any recommended repairs, and at HTC's sole discretion, a repaired or replacement device or accessory will be shipped to you once a quotation is approved and paid in full. If you do not authorize the repairs, or if out of warranty repair is not available, or if you do not respond to the repair quotation within ten (10) calendar days, HTC may charge you a service fee and will ship your unrepaired Covered Product back to the address you provided.

7. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BUSINESS SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HTC'S ENTIRE LIABILITY IN CONNECTION WITH THE BUSINESS SERVICES, INCLUDING RELATING TO THE EXPEDITED SUPPORT AND REPAIR PROGRAM, SHALL NOT EXCEED THE PRICE PAID TO PURCHASE THE BUSINESS SERVICES. IN NO EVENT SHALL HTC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT

LIMITED TO LOSS OF PROFITS, BUSINESS, OR GOODWILL, OR USE, LOSS, OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR PROPERTY DAMAGE, ARISING OUT OF OR IN ANY WAY RELATED TO BUSINESS SERVICES, EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THESE LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Applicable Law and Venue:

These Terms and Conditions shall be governed by the laws of the country in which the Business Services was purchased and the relevant courts of that country will have exclusive jurisdiction in relation to these Terms and Conditions.

9. Entire Agreement; Severability; Other:

These Terms and Conditions set forth the entire agreement and supersede all prior agreements, representations or understandings regarding the subject matter hereof. HTC reserves the right to amend these Terms and Conditions from time to time, provided that any amendments will not apply to the Terms and Conditions to which you have already agreed with respect to prior program participation for Covered Product. If any provision of these Terms and Conditions is found to be unenforceable, then the unenforceable provision shall not affect the enforceability of the remaining provisions. HTC's failure to respond or act will not be considered a waiver of any of its rights hereunder.

VIVE ENTERPRISE BUSINESS LIMITED WARRANTY

(For VIVE Cosmos Series)

United Kingdom

The Limited Warranty set forth below supersedes and replaces the Limited Warranty found within the original Product packaging for the Covered Product.

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. BY USING YOUR HTC PRODUCT(S) OR ACCESSORY(IES), YOU AGREE TO THIS LIMITED WARRANTY.

THIS WARRANTY IS DISTINCT FROM ANY STATUTORY RIGHTS UNDER ANY MANDATORY CONSUMER PROTECTION LAWS APPLICABLE TO YOU. IT IS INTENDED TO GRANT YOU SPECIFIC, AND AS THE CASE MAY BE, ADDITIONAL RIGHTS, WITHIN THE LIMITS OF WHAT IS PERMISSIBLE UNDER THE LAW, AND IS NOT INTENDED TO REPLACE OR SUPERSEDE THESE STATUTORY RIGHTS. BEFORE EXERCISING YOUR RIGHTS UNDER THIS WARRANTY, YOU SHOULD FAMILIARISE YOURSELF WITH YOUR STATUTORY RIGHTS, AS IT MAY BE PREFERABLE TO EXERCISE THESE INSTEAD OF MAKING A CLAIM UNDER THIS WARRANTY.

DEFINITIONS

The following definitions apply to this VIVE Enterprise Business Limited Warranty ("Limited Warranty"):

- **"Accessory"** or **"Accessories"** means a secondary or auxiliary element included in the box with the "Covered Product" at the time of sale, and may include: headset cable, USB 3.0 cable, DisplayPort cable and Power adapters; provided that the component was manufactured by or for HTC and can be identified by the "HTC" or "VIVE" trademark, trade name, or logo affixed to the component as originally supplied.
- **"Covered Product"** has the meaning set forth below in the section titled "What is Covered by this Limited Warranty".

- **“Normal Use Conditions”** means common use that is in accordance with the User Manual(s) and instructions provided with the Product(s) or Accessory(ies) or posted online (www.vive.com/support).
- **“Product(s)”** means the VIVE branded head mounted display (Headset) purchased from an authorized Retailer or directly from HTC for the following models: VIVE Cosmos Series, and the other serialized item(s), if any, packaged in the same box with Headset, which may include: Link box, Converter, Controller(s), Base station(s), External Tracking Mod. Items that are purchased separately or not included in the original package with the Headset are not “Products” as defined herein.
- **“Retailer”** means a business that sells goods directly to “commercial entities, including those with a physical and/or online presence.
- **“User Manual(s)”** means the user instruction materials (e.g. user guide, quick start guide and safety guide documents) packaged with the Product or Accessory(ies) or posted online (www.vive.com/support).
- **“Warranty Period”** for Covered Product means twenty-four (24) months from the date You purchased the VIVE hardware Product(s) from an authorized Retailer or directly from HTC.
- **“You”** or **“Your”** means the original purchaser and/or original business entity utilizing the Product.

WHO IS OFFERING THIS LIMITED WARRANTY?

This Limited Warranty is granted to You by HTC Corporation of No. 23, Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan (“HTC”).

WHAT IS COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty shall apply to Products, along with accompanying Accessories, that are registered to Your HTC Enterprise account within three (3) months of VIVE hardware Product purchase, subject to HTC’s confirmation (once registered, the “Covered Product”). You can not change, transfer or remove Covered Product once it has been registered to your Business Services.

This Limited Warranty supersedes and replaces any Limited Warranty found within the original Product packaging for the Covered Product.

During the Warranty Period, HTC warrants that the Covered Product will be free from defects in material and workmanship if used under Normal Use Conditions.

This Limited Warranty is given only to You, and may not be sold, assigned, transferred, or given in full or in part to any subsequent purchaser or acquirer of the Covered Product or any other person.

TERRITORY

This Limited Warranty is valid and enforceable only in the United Kingdom where the Product(s) are intended to be sold and had been purchased. A Covered Product can only be returned for repair or replacement, at HTC's sole discretion, under this Limited Warranty in a member state of European Union, Iceland, Norway, Switzerland and the United Kingdom. Warranty service availability and response time may vary from country to country.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty does not apply other than to the Covered Product. It therefore does not apply to any non-HTC equipment or any software (e.g. software development kit (SDK) and android application package (APK) support) whatsoever, whether developed by HTC or a third party, even if intended or labelled as for use with the Product(s). Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

EVEN WITH RESPECT TO THE COVERED PRODUCT, THIS LIMITED WARRANTY SHALL NOT APPLY:

- (1). if a Product or Accessory serial number, date code, water indicator, or warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible;
- (2). to any deterioration of the cosmetic appearance of a Product or Accessory due to normal wear and tear;
- (3). to consumable parts, such as Face cushion, AA/AAA alkaline batteries, 20m Extension Package, Lanyard, Wrist strap, Mounting kit, Earphone hole cap, Clean cloth or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction;
- (4). to malfunctions caused by the battery if improperly installed by You or another person, or if the seals of the battery enclosure or the cells are broken or show evidence of tampering, or if used in equipment other than that for which it has been specified;

- (5). to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
- (6). to use not in accordance with the user manual or not under Normal Use Conditions;
- (7). to rough handling; use outdoors; exposure to liquids, dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
- (8). to damage caused by or resulting from unauthorized modifications or connections or unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
- (9). to accidents, forces of nature, or other actions beyond the reasonable control of HTC (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by a malfunction;
- (10). to physical damage to the surface of a Product or Accessory, including but not limited to cracks or scratches on the surfaces of the Product or Accessory, including any screen or lens;
- (11). to any computer or other product to which a Product or Accessory may connect. HTC does not warrant that the operation of a Product or Accessory will be uninterrupted or error-free;
- (12). where the software loaded on a Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
- (13). to any Product in which the operating system and/or firmware has been altered, including any failed attempts to alter the operating system, regardless of whether such modifications are authorized, approved, or otherwise sanctioned by HTC;
- (14). to malfunctions caused by unplugging any cable from or otherwise powering off a Product, or your computer during any firmware update;
- (15). to malfunctions caused by the use of a Product or Accessory with or connection of a Product to an accessory not approved or provided by HTC, or used in any way other than its intended use and where such defect is not the fault of the Product itself. Use of non-HTC accessories may void this Limited Warranty.

HOW DO I OBTAIN WARRANTY SERVICE?

In the event of a perceived malfunction in a Covered Product, You should take the following actions:

- (1). Refer to the user manual and/or resources available at www.vive.com/support in order to identify and correct the problem.
- (2). If the problem cannot be resolved by reference to the user manual and/or resources available at www.vive.com, You should login to your HTC enterprise account at <https://enterprise.vive.com/portal> for further instructions on contacting HTC customer care for assistance.

(3). When You contact the Retailer or HTC, please be sure to have the following information available:

- a. The model and serial number of the Product.
- b. Your full address and contact information.
- c. A copy of the original invoice, receipt or bill of sale for the purchase of the Product. You must present a valid proof of purchase upon making any claims pursuant to this Limited Warranty.

Upon completion of these steps, HTC will provide You with instructions regarding how and when a Covered Product should be returned. Before returning the Covered Product to HTC for warranty service, You must backup and delete your personal digital data stored on the product storage media. HTC and HTC authorized service centers are not responsible for any loss of any kind of digital data stored on the product storage media.

If You return a Product or Accessory during the Warranty Period and it satisfies the terms of this Limited Warranty, HTC or its authorized agent will, at its sole discretion, repair or replace it. Repair or replacement may involve the use of a functionally equivalent reconditioned Product or Accessory and/or parts. HTC or HTC authorized service partner will return the repaired or replacement Product or Accessory to You in good working condition. Any Product, Accessory, or parts or components thereof that are replaced under the terms of this Limited Warranty become the property of HTC.

If HTC repairs or replaces a Product or Accessory, the repaired or replaced Product or Accessory shall continue to be warranted for the remaining time of the original Warranty Period or for three (3) months from the date of repair or replacement, whichever is longer.

Rather than ask You to return a Product or Accessory, HTC may instead elect to supply user-installable parts directly to You to fulfill its Limited Warranty obligations. If requested by HTC, You in turn agree to return the replaced parts at Your cost.

HTC reserves the right to restrict warranty service to the country where Product was intended to be sold. HTC must be notified of a perceived malfunction during the applicable Warranty Period in order for You to be eligible for any remedy under this Limited Warranty. Do not ship Your Product or Accessory directly to HTC unless You are asked to do so when following the steps above. If You need to return a Product or Accessory for warranty service, the steps above must be followed.

LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY, HTC SHALL ONLY BE LIABLE FOR LOSSES OR DAMAGES YOU SUFFER AS A RESULT OF HTC BREAKING THIS LIMITED WARRANTY IF THE LOSSES ARE A FORESEEABLE CONSEQUENCE OF THIS BREACH. WE ARE NOT RESPONSIBLE FOR INDIRECT LOSSES WHICH HAPPEN AS A SIDE EFFECT OF THE MAIN LOSS OR DAMAGE AND WHICH ARE NOT FORESEEABLE BY YOU AND HTC INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY. NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE ENTIRE LIABILITY OF HTC AND ITS SUPPLIERS UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT OR ACCESSORY (AS APPLICABLE). THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

GENERAL PROVISIONS

- (1). **Governing Law**: This Limited Warranty will be governed by the law of England and Wales in which the Product was purchased and the relevant courts of that country will have exclusive jurisdiction in relation to this Limited Warranty.
- (2). **Severability**: Except as specifically provided above, if any part of this Limited Warranty is found by a court to be invalid or unenforceable, this will not affect the validity enforceability of any other part of the Limited Warranty.