

Release Date: 2018.09.15.



HTC VIVE FOCUS ADVANTAGE+ PACK TERMS & CONDITIONS

Canada

These HTC VIVE Focus Advantage+ Pack Terms and Conditions (“Terms and Conditions”) are an agreement between you and HTC Corporation and its Affiliates (“HTC”) and contain important terms and information relating to your Advantage+ Pack for VIVE Enterprise (“Advantage+ Pack”). Please review these Terms and Conditions carefully. **BY ACTIVATING YOUR ADVANTAGE+ PACK, YOU ACCEPT THESE TERMS AND CONDITIONS. If you do not agree to these Terms and Conditions, do not activate your Advantage+ Pack.**

Limitations. Advantage+ Packs may only be purchased for lawful commercial use and are not intended for personal consumer purchase. HTC reserves the right to cancel your Advantage+ Pack if purchased for personal consumer use or any unlawful purpose. Your Advantage+ Pack may only be utilized by the original purchaser or acquirer and may not be resold, distributed, or otherwise transferred. Purchase of one VIVE Focus product (excluding VIVE Focus Developer Edition devices) is required for Advantage+ Pack activation.

Registration. In order to activate your Advantage+ Pack, you must register for a VIVE Enterprise account online at <https://enterprise.vive.com/portal>. Once activated, your Advantage+ Pack may not be disassociated from your VIVE Enterprise account or otherwise transferred, except when your Advantage+ Pack is returned pursuant to a valid return policy. Please retain proof of purchase for Products (defined below). Proof of purchase may be required to confirm eligibility for Advantage+ Pack programs.

Covered Products. Each Advantage+ Pack shall apply to one VIVE Focus virtual reality system (excluding VIVE Focus Developer Edition devices) purchased from an authorized Retailer, which includes in a kitted system the following: the VIVE Focus headset and one controller, along with accompanying accessories (“Product”). Your Product must be registered to Your Advantage+ Pack, 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 to your Advantage+ Pack.

Dedicated Support. You will be provided with chat support for your Covered Product, and dedicated email support for your Advantage+ Pack and Covered Product. Email responses may be expected within one (1) business day of receipt.

Advanced Exchange. The Advanced Exchange program is designed to minimize the amount of time you will be without your Covered Product when seeking repair services. This Advanced Exchange program may only be utilized for Covered Products. 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 Advanced Exchange for out of warranty or otherwise ineligible products. Advanced Exchange is only available to physical addresses within the United States and Canada (no P.O. boxes are eligible; U.S. territories and possessions excluded).



- a. **Replacement Device.** If you are eligible, Advanced Exchange will provide you with a replacement new or refurbished device ("Replacement Device") shipped to your designated location. Shipment will be made within one business day of your request and receipt of repair ticket, with delivery of the Replacement Device set for the next feasible delivery date (location dependent). Delivery times may be impacted by customs, weather, and other factors outside of HTC's control. HTC is responsible for shipping the Replacement Device and will be liable for any loss or damage to the Replacement Device while in transit to you. Upon delivery to your designated location, you agree that HTC shall not be liable for any loss or damage to the Replacement Device. The Replacement Device becomes your property upon delivery to your designated location.
- b. **Original Device Return.** 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 original device ("Original Device"). You agree to ship your Original Device to HTC within ten (10) business days of the shipment date of the Replacement Device, as indicated on the packaging material. You are solely responsible for shipping the Original Device to HTC, and you agree that HTC shall not be liable for any loss or damage to your Original Device while in transit to HTC. You agree that your Original Device becomes property of HTC upon receipt. Your Original Device must be returned to HTC without any in-box or out-of-box accessories (i.e. charger, cords). You are responsible for removing any accessories from the Original Device. If you fail to remove these items or if you send any other accessories with your Original Device, they will become property of HTC and will not be returned. HTC is not liable for any loss of or damage to such items.
- c. **Repairs.** If upon receipt of your Original Device, damages found are determined not to be eligible for coverage under your limited warranty, HTC may, at its sole option, charge you the full retail value for the Original Device, or may charge you for the cost of available out-of-warranty repair services.
- d. **Fees.** In the event you fail to ship your Original Device back to HTC within ten (10) business days of the shipment date of the Replacement Device, but ship the Original back to HTC within twenty (20) business days of the shipment date of the Replacement Device, you may be charged a late fee. If you ship your Original Device to HTC more than twenty (20) business days after the shipment date, or fail to return your Original Device to HTC, HTC reserves the right to charge you the full retail value for such Original Device. Failure to return an Original Device will additionally make you ineligible for further use of Advantage+ pack programs.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADVANTAGE+ PACK IS 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 ADVANTAGE+ PACK, INCLUDING RELATING TO THE ADVANCED EXCHANGE PROGRAM, SHALL NOT EXCEED THE PRICE PAID TO PURCHASE THE ADVANTAGE+ PACK. 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 ADVANTAGE+ PACK, 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.

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Applicable Law and Venue. These Terms and Conditions shall be governed by the laws of the State of Washington, without reference to choice of law principles to the contrary. You agree that any action arising from the purchase of your Advantage+ Pack shall be filed only in the state and federal courts in King County, Washington, and you hereby unconditionally consent to the exclusive jurisdiction of such courts over any action in connection with these Terms and Conditions.

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 Products. 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.