



Business Warranty & Services

WARRANTY /GARANTIE / 保証書 / 保固書 / 보증서

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

(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series; Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products)

Business Services Terms & Conditions

Canada

These Terms and Conditions ("Terms and Conditions") for HTC VIVE BUSINESS 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 BUSINESS 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 or 3 year limited business warranty (see VIVE BUSINESS 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 one of the following VIVE product models: VIVE Series, excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products (each a "Product"). The Product includes a VIVE branded head mounted display ("Headset") and may also include the following devices: Linkbox, Converter, Controller(s) and Base Station(s) 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").

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://business.vive.com/warranty/> 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 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/ca/support/contactus/> for details.

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 within the Canada (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 State of Washington, without reference to choice of law principles to the contrary. You agree that any action arising from the purchase of Business Services 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.

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 BUSINESS BUSINESS LIMITED WARRANTY

(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series;

Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products)

Canada

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. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER.

BY USING YOUR HTC PRODUCT(S) OR ACCESSORY(IES), YOU AGREE TO THIS LIMITED WARRANTY, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER BELOW. IF YOU DO NOT ACCEPT THIS LIMITED WARRANTY, DO NOT USE YOUR HTC PRODUCT(S) OR ACCESSORY(IES). INSTEAD, PLEASE RETURN THEM TO THE RETAILER FROM WHOM YOU PURCHASED THEM WITHIN THE RETAILER'S RETURN PERIOD.

DEFINITIONS

The following definitions apply to this VIVE BUSINESS 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 cables, USB cables, DisplayPort cables, micro-USB cables, USB Type-C cable, fiber 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 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 one of the following product models: VIVE Series (excluding VIVE Focus Developer Edition product and first generation VIVE consumer edition and VIVE business edition products), 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). 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.
- **"State"** means a State, the District of Columbia, and any other United States territory or possession.
- **"Warranty Period"** for Covered Product means (24) months or (36) months from the date You purchased the Product from an authorized Retailer or directly from HTC.
- **"You" or "Your"** means the original purchaser and/or original business entity utilizing the Product.

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.

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. This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from State to State.

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 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, or water indicator 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, Extension Package for 20m, 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, or if the seals of the battery or the battery pack is broken or show evidence of leakage or tampering;
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 modifications or non-warranty repairs;
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; or
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.

TERRITORY

This Limited Warranty is valid and enforceable only in Canada where the Product(s) are intended to be sold. A Covered Product can only be returned for repair or replacement under this Limited Warranty in the Canada where it was intended for purchase. Warranty service availability and response times may vary from country to country.

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://business.vive.com/warranty/> 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:

- (1) The model and serial number of the Product.
- (2) Your full address and contact information.
- (3) 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.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS. HTC LIMITS THE DURATION AND REMEDIES OF ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS TO THE DURATION OF THIS LIMITED WARRANTY AND AT HTC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN. Some Provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PRIVACY, LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, 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 YOU FOR THE PRODUCT. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. Some Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

AGREEMENT TO ARBITRATE DISPUTES

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH HTC AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HTC.

Binding Arbitration. Except for disputes in which either party seeks to bring an individual action in small claims court, You and HTC agree (a) to waive Your and HTC's respective rights to have any and all disputes or claims arising from or related

to this Limited Warranty or the sale, condition, use, or performance of the Product or Accessory (collectively, “Disputes”) resolved in a court, and (b) to waive Your and HTC’s respective rights to a jury trial. Instead, You and HTC agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. You and HTC agree that any Dispute arising out of or related to this Limited Warranty, is personal to You and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and HTC agree that there will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, You and HTC agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice; Informal Dispute Resolution. You and HTC agree that each party will notify the other party in writing of any arbitrable or small claims Dispute not less than thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to HTC shall be sent to HTC Legal, Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Your notice must include (a) Your name, postal address, telephone number, the email address You use or used for Your HTC account or, if different or if You have no HTC account, an email address at which You can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that You are seeking. Our notice to You will be sent electronically to the email address You use or used for Your HTC account, where available, or given to any alternate contact previously provided, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or HTC may, as appropriate and in accordance with this Limited Warranty, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court. Process. Except for Disputes in which either party seeks to bring an individual action in small claims court, You and HTC agree that any Dispute must be commenced or filed by You or HTC within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that You and HTC will no longer have the right to assert such claim regarding the Dispute). You and HTC agree that the arbitration shall be according to the American Arbitration Association Commercial Arbitration Rules applicable to consumer disputes (the “AAA Rules”), except insofar as those rules would be inconsistent with any part of this Limited Warranty, including without limitation the agreement to arbitrate. For claims of \$5,000 or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. The arbitration shall be held in King County, Washington and the state and federal courts located in King County, Washington have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the U.S. county of Your residence if the Dispute meets the requirements to be heard in small claims court.

Authority of Arbitrator. As limited by the Federal Arbitration Act, this Agreement and the applicable AAA rules, the arbitrator will have the authority to grant any remedy that would otherwise be available in court, provided that the arbitrator’s award may not exceed, in form or amount, the relief that a United States District Court could order under the Limited Warranty; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Limited Warranty. Notwithstanding the AAA Rules, any decisions concerning arbitrability of a particular dispute, including but not limited to whether a class arbitration is permitted by this Limited Warranty, shall be resolved by a proper court in King County, Washington, rather than an arbitrator. Any dispute concerning the enforceability of this agreement to arbitrate, or any part thereof, shall also be resolved by a proper court in King County, Washington, rather than an arbitrator.

Rules of AAA. The rules of AAA and additional information about AAA are available on the AAA website (<https://www.adr.org/Consumer>). By not opting out of this agreement to arbitrate as specified below, You either (a) acknowledge and agree that You have read and understand the AAA Rules, or (b) waive Your opportunity to read the AAA Rules and any claim that the AAA Rules are unfair or should not apply for any reason.

Applicability of Agreement to Arbitrate. IF THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IS DEEMED TO BE UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THE CLASS CLAIM.

RIGHT TO OPT OUT: This agreement to arbitrate disputes will apply unless You notify HTC in writing postmarked no later than 30 calendar days of receipt of this Limited Warranty that You reject the agreement to arbitrate. You must include in Your notice of opt-out (a) Your name and address; (b) the date on which You purchased the Product(s); (c) the date on which You purchased the Product; (d) the Product model names; and (e) Serial Number of the Products. These numbers may be found on the packaging and on the Product. You must send Your written notice to HTC Legal, Arbitration Program Administrator, 308 Occidental Avenue South, Suite 300, Seattle, WA 98104. No other form of notice will be effective to opt out of this agreement to arbitrate. If You opt out of the agreement to arbitrate, the Limited Warranty will still apply to You.

GENERAL PROVISIONS

1. **Waiver of Jury Trial:** IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY.
2. **Governing Law:** The Federal Arbitration Act (the "FAA") applies to the agreement to arbitrate. Except as preempted by FAA, the law of the Province of Ontario and the laws of Canada shall govern this Limited Warranty.
3. **Severability:** Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

This Limited Warranty is offered by HTC Corporation, No. 23, Xinghua Road, Taoyuan District, Taoyuan City, 330, Taiwan.

Modalités et conditions des services de VIVE BUSINESS Business ET garantie limitée de VIVE BUSINESS Business

**(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series;
À l'exclusion de VIVE Focus Developer Edition et les produits VIVE édition grand public de première
génération et VIVE édition d'affaires de première génération)**

Modalités et conditions des services aux entreprises

Canada - Français

Les présentes modalités et conditions (« Modalités et conditions ») pour les services de HTC VIVE BUSINESS Business constituent une entente entre vous et HTC Corporation et ses sociétés affiliées (« HTC ») et contiennent des modalités et informations importantes concernant votre utilisation et votre accès aux services de VIVE BUSINESS Business décrits dans les présentes modalités et conditions ou autrement mis à disposition par HTC à sa seule discrétion (« **Services aux entreprises** »). Veuillez lire attentivement ces modalités et conditions. **EN ACTIVANT VOS SERVICES AUX ENTREPRISES, VOUS ACCEPTEZ CES MODALITÉS ET CONDITIONS.** Si vous n'acceptez pas ces modalités et conditions, n'activez pas vos services aux entreprises.

1. Portée du service :

Les services aux entreprises s'appliquent à un seul produit correspondant qui est couvert et enregistré. Les acheteurs de services aux entreprises bénéficient d'une garantie commerciale limitée de deux ans ou trois ans (voir la garantie

limitée de VIVE BUSINESS Business ici pour plus de détails), à compter de la date d'achat d'origine de votre produit couvert. Les services aux entreprises comprennent les services accélérés suivants : soutien technique, services de réparation, services d'assistance à la clientèle et les ressources en ligne VIVE, comme indiqué dans les présentes modalités et conditions et (www.vive.com/support).

2. Produit couvert :

Les services aux entreprises s'appliquent uniquement à l'un des série de produits VIVE suivants : VIVE série du produit, à l'exclusion de VIVE Focus Developer Edition et les produits VIVE édition grand public de première génération et VIVE édition d'affaires de première génération (chacun constituant un « produit »). Le produit comprend un visiocasque de marque VIVE (« casque ») et peut également comprendre les appareils suivants : Boîte de connexion, convertisseur, contrôleur(s) et station(s) de base selon votre modèle de produit et avec les accessoires fournis dans la boîte (par exemple câbles et adaptateurs d'alimentation) contenus dans le même emballage d'origine et achetés auprès d'un revendeur agréé HTC ou directement auprès de HTC. Vos produits matériels VIVE doivent être enregistrés comme indiqué ci-dessous, sous réserve de confirmation de HTC, dans les trois (3) mois suivant l'achat du produit (une fois enregistré, devient un « produit couvert »).

3. Enregistrement et activation Web :

Afin d'activer vos services aux entreprises, vous devez d'abord faire une demande de compte HTC ou vous connecter avec votre compte HTC en ligne à l'adresse <https://business.vive.com/warranty/> et enregistrer votre produit VIVE avec votre clé d'activation pour les services aux entreprises, et suivre les directives en ligne pour terminer l'enregistrement et l'activation. Une fois activés, vos services aux entreprises ne pourront pas être dissociés de votre compte HTC ou être transférés, sauf si votre achat de services aux entreprises est retourné conformément à une politique de retour valide. Conservez une preuve d'achat pour ces services aux entreprises et votre produit matériel VIVE. Une preuve d'achat peut être requise pour confirmer l'admissibilité à vos programmes de services aux entreprises.

4. Limites :

Seuls les clients commerciaux et les entreprises peuvent acheter les services aux entreprises à des fins commerciales licites. Les services ne sont pas destinés à un usage ou à un achat personnel. HTC se réserve le droit d'annuler vos services aux entreprises s'ils sont achetés pour un usage personnel ou à des fins illégales. Vos services aux entreprises ne peuvent être utilisés que par l'acheteur ou l'acquéreur d'origine du produit couvert et ne peuvent être revendus, distribués ou transférés. L'achat d'un produit couvert est requis pour l'activation de vos services aux entreprises.

5. Soutien dédié :

Les services aux entreprises comprennent un support en ligne par chat et un support par courriel dédié à votre produit couvert. Les réponses par courriel seront transmises dans un délai d'un (1) jour ouvrable après réception. Visitez <https://www.vive.com/ca/support/contactus/> pour plus de détails.

6. Programme de réparation accéléré :

Les services aux entreprises comprennent un programme de réparation accéléré qui est conçu pour aider à minimiser le temps pendant lequel vous êtes dépourvu de votre produit couvert et qui comprend les éléments accélérés suivants : l'expédition, le triage et le retour pour le produit couvert, comme décrit ici. Ce programme de réparation accéléré ne peut être utilisé que pour le produit couvert. L'admissibilité du produit est déterminée à la seule discrétion de HTC et est limitée à la période de garantie limitée de votre produit couvert. HTC se réserve le droit de ne pas fournir le programme de réparation accéléré pour les produits hors garantie ou qui ne sont pas éligibles. Le programme de réparation accélérée n'est disponible que pour les adresses physiques au Canada (aucune boîte postale n'est admissible). Une étiquette prépayée vous sera envoyée par courriel après l'émission de votre billet de réparation. L'étiquette vous permet d'avoir une expédition prépayée pour retourner votre produit couvert à HTC. Toutes les directives de réparation que vous avez reçues lors de l'émission de votre billet de réparation doivent être suivies. Votre produit couvert sera vérifié pour des dommages par un processus de diagnostic accéléré après réception du produit couvert retourné. Si les dommages constatés sont couverts par votre garantie limitée, et à la seule discrétion de HTC, un appareil ou un accessoire réparé ou de remplacement vous sera expédié sans frais sur une base prioritaire. Si les dommages constatés ne sont pas couverts par votre garantie limitée et qu'une réparation hors garantie du produit est disponible, HTC communiquera avec vous. HTC vous offrira alors un devis pour obtenir votre autorisation d'effectuer les réparations recommandées et, à la seule discrétion de HTC, un appareil ou un accessoire réparé ou de

remplacement vous sera expédié une fois le devis approuvé et payé en totalité. Dans l'éventualité où vous n'autorisez pas les réparations, ou si la réparation hors garantie n'est pas disponible, ou si vous ne répondez pas au devis de réparation dans les dix (10) jours civils, HTC peut vous facturer des frais de service et retourner votre produit couvert non réparé à l'adresse que vous avez indiquée.

7. LIMITATION DE RESPONSABILITÉ

DANS LA MESURE MAXIMALE PERMISE PAR LA LOI APPLICABLE, LES SERVICES AUX ENTREPRISES SONT OFFERTS SANS AUCUNE GARANTIE, EXPRESSE OU IMPLICITE, Y COMPRIS, SANS TOUTEFOIS S'Y LIMITER, LES GARANTIES IMPLICITES DE QUALITÉ DE COMMERCIALISATION, D'ADAPTATION À UN USAGE DONNÉ ET DE NON-CONTREFAÇON. EN CE QUI CONCERNE LES SERVICES AUX ENTREPRISES, LA RESPONSABILITÉ ENTIÈRE DE HTC, Y COMPRIS EN CE QUI CONCERNE LE PROGRAMME DE SOUTIEN ET DE RÉPARATION ACCÉLÉRÉ, N'EXCÉDERA PAS LE PRIX PAYÉ POUR ACHETER LES SERVICES AUX ENTREPRISES. EN AUCUN CAS, HTC NE SERA TENUE RESPONSABLE DES DOMMAGES ACCESSOIRES, CONSÉCUTIFS, INDIRECTS, SPÉCIAUX OU PUNITIFS, Y COMPRIS MAIS SANS S'Y LIMITER, LA PERTE DE PROFITS, D'OCCASIONS D'AFFAIRES OU D'ACHALANDAGE, OU L'UTILISATION, LA PERTE OU LA CORRUPTION DE DONNÉES, L'INTERRUPTION DES ACTIVITÉS OU LES DOMMAGES À LA PROPRIÉTÉ, DÉCOULANT DES SERVICES OU DE TOUTE MANIÈRE LIÉS AUX SERVICES AUX ENTREPRISES, MÊME SI HTC A ÉTÉ AVISÉE DE LA POSSIBILITÉ DE TELS DOMMAGES. LES LIMITATIONS CI-DESSUS PEUVENT NE PAS S'APPLIQUER À VOUS ÉTANT DONNÉ QUE CERTAINES JURIDICTIONS NE PERMETTENT PAS CES LIMITATIONS.

8. Droit applicable et lieu de juridiction :

Ces modalités et conditions sont régies par les lois de l'État de Washington, sans référence aux principes de choix des lois contraires. Vous acceptez que tout recours découlant de l'achat de services aux entreprises ne soit déposé que devant les tribunaux étatiques et fédéraux du comté de King, Washington, et par la présente, vous consentez sans réserve à la compétence exclusive de ces tribunaux pour tout recours en lien avec les présentes modalités et conditions .

9. Entente complète; Divisibilité; Autre :

Ces modalités et conditions énoncent l'intégralité de l'entente et remplacent toutes les ententes, représentations ou ententes antérieures concernant l'objet des présentes. HTC se réserve le droit de modifier ces modalités et conditions occasionnellement, à condition qu'aucune modification ne s'applique aux modalités et conditions que vous avez déjà acceptées en ce qui concerne la participation antérieure au programme pour le produit couvert. Si une disposition des présentes modalités et conditions s'avère inapplicable, cette disposition inapplicable n'affectera pas le caractère exécutoire des dispositions restantes. L'absence de réponse ou d'action de la part de HTC ne sera pas considérée comme une renonciation à l'un de ses droits en vertu des présentes.

GARANTIE LIMITÉE DE VIVE BUSINESS BUSINESS

(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series;

À l'exclusion de VIVE Focus Developer Edition et les produits VIVE édition grand public de première génération et VIVE édition d'affaires de première génération)

Canada - Français

CETTE GARANTIE LIMITÉE INDIQUÉE CI-DESSOUS ANNULE ET REMPLACE TOUTE GARANTIE LIMITÉE SE TROUVANT DANS L'EMBALLAGE D'ORIGINE DU PRODUIT POUR LES PRODUITS COUVERTS.

VEUILLEZ PRENDRE LE TEMPS DE LIRE ATTENTIVEMENT CETTE GARANTIE LIMITÉE POUR COMPRENDRE VOS DROITS ET OBLIGATIONS. CETTE GARANTIE LIMITÉE COMPREND UNE CLAUSE ARBITRALE OBLIGATOIRE AVEC RENONCIATION À UN RECOURS COLLECTIF.

EN UTILISANT VOTRE PRODUIT OU ACCESSOIRE HTC, VOUS ACCEPTEZ LA PRÉSENTE GARANTIE LIMITÉE, Y COMPRIS LA CLAUSE D'ARBITRAGE OBLIGATOIRE ET LA RENONCIATION À UN RECOURS COLLECTIF CI-DESSOUS. SI VOUS N'ACCEPTEZ PAS CETTE GARANTIE LIMITÉE, N'UTILISEZ PAS VOTRE PRODUIT OU ACCESSOIRE HTC. VEUILLEZ PLUTÔT RENVoyer L'ARTICLE AU DÉTAILLANT AUPRÈS DUQUEL VOUS AVEZ FAIT L'ACHAT PENDANT LA PÉRIODE DE RETOUR DU DÉTAILLANT.

DÉFINITIONS

Les définitions suivantes s'appliquent à cette garantie limitée de VIVE BUSINESS Business (« Garantie limitée ») :

- « **Accessoire** » ou « **Accessoires** » désigne un composant secondaire ou auxiliaire compris dans la boîte avec le « Produit couvert » au moment de l'achat, et peut comprendre : des câbles de casque, des câbles USB, des câbles DisplayPort, des câbles micro-USB et des adaptateurs de courant; à condition que le composant ait été fabriqué par ou pour HTC et puisse être déterminé par la marque de commerce, le nom commercial ou le logo « HTC » ou « VIVE » apposé sur le composant tel qu'il a été fourni à l'origine.
- « **Produits couverts** » désigne ce qui est défini ci-dessous à la section intitulée « Que couvre cette garantie limitée? ».
- « **Conditions normales d'utilisation** » désigne une utilisation courante conforme au guide de l'utilisateur et aux directives fournies avec le produit ou l'accessoire ou publiées en ligne (www.vive.com/support).
- « **Produit(s)** » désigne le visiocasque de marque VIVE (casque) acheté auprès d'un revendeur agréé ou directement auprès de HTC pour l'un des séries de produit suivants : VIVE série du produit (à l'exclusion du produit VIVE Focus Developer Edition et des produits VIVE édition grand public de première génération et VIVE édition d'affaires de première génération), et les autres articles sérialisés, le cas échéant, emballés dans la même boîte avec casque, pouvant comprendre : Boîte de connexion, convertisseur, contrôleur(s), station(s) de base. Les articles achetés séparément ou non compris dans l'emballage d'origine avec le casque ne sont pas des « produits » tels que définis ici.
- « **Détaillant** » signifie une entreprise qui vend des biens directement à des entités commerciales, y compris celles qui ont une présence physique ou en ligne.
- « **État** » désigne un État, le District de Columbia et tout autre territoire ou possession des États-Unis.
- « **Période de garantie** » pour le produit couvert signifie (24) mois ou (36) mois à compter de la date à laquelle vous avez acheté le produit auprès d'un revendeur agréé ou directement auprès de HTC.
- « **Vous** » ou « **Votre** » désigne l'acheteur initial ou l'entité commerciale originale utilisant le produit.

QUE COUVRE CETTE GARANTIE LIMITÉE?

Cette garantie limitée s'applique aux produits et aux accessoires d'accompagnement enregistrés dans votre compte d'affaires HTC dans les trois (3) mois suivant l'achat du produit matériel VIVE, sous réserve de la confirmation de HTC (une fois enregistré, devient un « produit couvert »). Vous ne pouvez pas modifier, transférer ou supprimer le produit couvert une fois qu'il a été enregistré dans vos services aux entreprises.

Au cours de la période de garantie, HTC garantit que les produits couverts seront exempts de défauts de matériaux et de fabrication s'ils sont utilisés dans des conditions normales d'utilisation.

Cette garantie limitée est donnée à vous uniquement et ne peut être vendue, cédée, transférée ou donnée en totalité ou en partie à un acheteur ou à un acquéreur ultérieur des produits visés ou de toute autre personne. Cette garantie vous donne des droits légaux spécifiques et vous pouvez avoir d'autres droits, qui varient d'un état à l'autre ou d'une province à l'autre.

QU'EST-CE QUE CETTE GARANTIE LIMITÉE NE COUVRE PAS?

Cette garantie limitée ne s'applique qu'aux produits couverts. Elle ne s'applique donc pas aux équipements qui ne sont pas des équipements HTC ou à quelque logiciel que ce soit, qu'il soit développé par HTC ou par un tiers, même s'il est destiné ou étiqueté comme pouvant être utilisé avec le(s) produit(s). Les fabricants, fournisseurs ou éditeurs tiers peuvent fournir des garanties pour leurs propres produits et vous pouvez communiquer avec eux directement.

MÊME EN CE QUI CONCERNE LES PRODUITS COUVERTS, CETTE GARANTIE LIMITÉE NE S'APPLIQUE PAS :

1. si un numéro de série de produit ou d'accessoire, un code de date ou un indicateur a été retiré, effacé, altéré ou modifié, ou est illisible;
2. à toute détérioration de l'aspect esthétique d'un produit ou d'un accessoire en raison de l'usure normale;
3. aux pièces consommables, comme les revêtements protecteurs, les piles AA/AAA et les accessoires dont on peut raisonnablement s'attendre à ce qu'ils diminuent avec le temps, Pack d'extension pour 20m, à moins qu'une défaillance ne se soit produite en raison d'un mauvais fonctionnement;
4. aux défaillances causées par la pile en cas d'installation incorrecte, ou si les joints de la pile ou le bloc-piles sont brisés ou présentent des signes de fuite ou d'altération;
5. aux défaillances causées par des surtensions électriques ou autres problèmes de courant électrique qui ne sont pas attribuables au produit ou à l'accessoire;
6. à une utilisation non conforme au guide d'utilisation ou qui n'est pas dans des conditions normales d'utilisation;
7. à une manipulation rude; une utilisation à l'extérieur; à l'exposition à des liquides, à l'humidité ou à des conditions thermiques ou environnementales extrêmes ou à un changement rapide de ces conditions; à la corrosion; ou à l'oxydation;
8. aux dommages causés par ou résultant de modifications ou de réparations non couvertes par la garantie;
9. aux accidents, aux forces de la nature ou à d'autres actions échappant au contrôle raisonnable d'HTC (y compris, mais sans s'y limiter, les défaillances dans les pièces consommables), sauf si la défaillance a été causée directement par un mauvais fonctionnement;
10. aux dommages physiques à la surface d'un produit ou d'un accessoire, y compris mais sans s'y limiter, des fissures ou des égratignures sur les surfaces du produit ou de l'accessoire, d'un écran ou d'une lentille;
11. à tout ordinateur ou autre produit sur lequel un produit ou un accessoire se branche. HTC ne garantit pas que le fonctionnement d'un produit ou d'un accessoire sera ininterrompu ou exempt d'erreur;
12. si le logiciel chargé sur un produit, y compris, sans toutefois s'y limiter, le système d'exploitation ou le micrologiciel, doit être mis à niveau, si ces mises à jour peuvent être chargées par vous;
13. à tout produit dans lequel le système d'exploitation ou le micrologiciel a été modifié, y compris toute tentative infructueuse de modification du système d'exploitation, que ces modifications soient autorisées, approuvées ou sanctionnées par HTC;
14. aux défaillances causées par le débranchement d'un câble ou la mise hors tension d'un produit ou de votre ordinateur pendant une mise à jour du micrologiciel; ou
15. aux défaillances provoquées par l'utilisation d'un produit ou d'un accessoire ou avec un produit branché à un accessoire non approuvé ou fourni par HTC ou utilisé d'une autre manière que son utilisation prévue et où cette défaillance n'est pas attribuable au produit lui-même.

TERRITOIRE

Cette garantie limitée est valide et exécutoire seulement au Canada où les produits sont destinés à la vente. Un produit couvert ne peut être retourné pour être réparé sous cette garantie limitée qu'au Canada ou dans le pays où il était destiné à l'achat. La disponibilité du service sous garantie et les délais de réponse peuvent varier d'un pays à l'autre.

COMMENT OBTENIR UN SERVICE SOUS GARANTIE?

En cas de défaillance perçue dans un produit couvert, vous devez prendre les mesures suivantes :

1. Reportez-vous au guide d'utilisation ou aux ressources disponibles sur www.vive.com/support pour déterminer et corriger le problème.
2. Si le problème ne peut pas être résolu en utilisant le guide d'utilisation ou les ressources disponibles sur www.vive.com, vous devez vous connecter à votre compte HTC Entreprise à l'adresse <https://business.vive.com/warranty/> pour obtenir des directives supplémentaires sur la façon de communiquer avec le service à la clientèle d'HTC pour de l'assistance.
3. Lors de vos communications avec le revendeur ou HTC, assurez-vous de disposer des informations suivantes :
 - (1) Le numéro de modèle et de série du produit.
 - (2) Votre adresse complète et vos coordonnées.
 - (3) Une copie de la facture, du reçu ou de l'acte de vente original de l'achat du produit. Vous devez présenter une preuve d'achat valide lors de toute réclamation en vertu de cette garantie limitée.

Une fois ces étapes complétées, HTC vous fournira des directives sur la manière de retourner un produit couvert. Avant de renvoyer à HTC le produit couvert pour une réparation sous garantie, veillez à sauvegarder et supprimer vos données

numériques personnelles stockées sur le support de stockage du produit. HTC et les centres de service agréés HTC ne sont pas responsables des pertes de tout type de données numériques stockées sur le support de stockage du produit.

Si vous renvoyez un produit ou un accessoire pendant la période de garantie et qu'il satisfait aux conditions de la présente garantie limitée, HTC ou son agent autorisé, à sa seule discrétion, le réparera ou la remplacera. La réparation ou le remplacement peut impliquer l'utilisation d'un produit, d'un accessoire ou d'une pièce remis à neuf équivalent sur le plan fonctionnel. HTC ou un partenaire de service agréé HTC vous retournera le produit ou l'accessoire de remplacement ou réparé en bon état de fonctionnement. Tout produit, accessoire, pièce ou composant remplacés en vertu de la présente garantie limitée deviendra la propriété d'HTC.

Si HTC répare ou remplace un produit ou un accessoire, le produit ou l'accessoire réparé ou remplacé continuera d'être garanti pendant la période restante de garantie initiale ou pendant trois (3) mois à compter de la date de réparation ou de remplacement.

Plutôt que de vous demander de retourner un produit ou un accessoire, HTC peut choisir de vous fournir directement des pièces pouvant être installées par l'utilisateur pour remplir ses obligations de garantie limitée. Si demandé par HTC, vous acceptez à votre tour de retourner les pièces remplacées à vos frais.

HTC se réserve le droit de restreindre le service sous garantie au pays où le produit était destiné à la vente. HTC doit être informé d'une défaillance perçue au cours de la période de garantie applicable afin que vous soyez admissible à une réparation en vertu de cette garantie limitée. N'expédiez pas votre produit ou accessoire directement à HTC à moins que l'on vous demande de le faire en suivant les étapes ci-dessus. Si vous devez retourner un produit ou un accessoire pour le service sous garantie, les étapes ci-dessus doivent être suivies.

EXCLUSION DE RESPONSABILITÉ ET LIMITATION D'AUTRES GARANTIES ET DROITS

DANS LA MESURE PERMISE PAR LA LOI, CETTE GARANTIE LIMITÉE ET LES RECOURS PRÉVUS SONT EXCLUSIFS ET REMPLACENT LES AUTRES GARANTIES, RECOURS ET CONDITIONS. HTC LIMITE LA DURÉE ET LES RECOURS DE TOUTES GARANTIES LÉGALES ET IMPLICITES, Y COMPRIS, SANS TOUTEFOIS S'Y LIMITER, LES GARANTIES DE QUALITÉ MARCHANDE ET D'ADÉQUATION À UNE UTILISATION PARTICULIÈRE ET LES GARANTIES CONTRE LES DÉFAUTS CACHÉS OU LATENTS À LA DURÉE DE LA PRÉSENTE GARANTIE LIMITÉE ET, À L'OPTION D'HTC, OU LES SERVICES DE RÉPARATION OU DE REMPLACEMENT DÉCRITS DANS LES PRÉSENTES. Certaines provinces n'autorisent pas les limitations sur la durée d'une garantie implicite, dans auquel cas la limitation ci-dessus peut ne pas vous concerner.

LIMITATION DE RESPONSABILITÉ

HTC NE SERA PAS TENUE RESPONSABLE DES INCIDENTS OU INDIRECTS À L'EXCEPTION DE CE QUI EST PRÉVU DANS CETTE GARANTIE LIMITÉE ET DANS LA MESURE MAXIMALE AUTORISÉE PAR LA LOI.

PERTES OU DOMMAGES INDIRECTS OU CONSÉCUTIFS DE TOUTE NATURE, Y COMPRIS MAIS SANS S'Y LIMITER, LA PERTE DE DONNÉES, LA PERTE DE CONFIDENTIALITÉ, LA PERTE DE BÉNÉFICES OU UNE PERTE COMMERCIALE, L'INTERRUPTION DES ACTIVITÉS COMMERCIALES OU LA PERTE DE CONFIDENTIALITÉ. SANS PRÉJUDICE DES DISPOSITIONS QUI PRÉCÈDENT ET MÊME SI UN RECOURS N'ATTEINT PAS SON OBJET ESSENTIEL, LA RESPONSABILITÉ ENTIÈRE D'HTC ET DE SES FOURNISSEURS EN VERTU DE TOUTE DISPOSITION DE CETTE GARANTIE LIMITÉE SERA LIMITÉE AU MONTANT QUE VOUS AVEZ EFFECTIVEMENT PAYÉ POUR LE PRODUIT. CES EXCLUSIONS S'APPLIQUENT MÊME SI HTC A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE CES DOMMAGES. Certaines provinces ne permettent pas l'exclusion ou la limitation des dommages fortuits ou consécutifs de sorte que les limitations ci-dessus d'exclusions peuvent ne pas s'appliquer à vous.

ACCORD SUR L'ARBITRAGE DES DIFFÉRENDS

VEUILLEZ LIRE ATTENTIVEMENT LA SECTION SUIVANTE, CAR ELLE EXIGE D'ALLER EN ARBITRAGE POUR CERTAINS DIFFÉRENDS ET RÉCLAMATIONS AVEC HTC ET LIMITE LA MANIÈRE DONT VOUS POUVEZ RECHERCHER UN REDRESSEMENT D'HTC.

Arbitrage obligatoire. À l'exception de litiges dans lesquels une partie cherche à intenter une action individuelle devant la Cour des petites créances, vous et HTC acceptez (a) de renoncer à vos droits respectifs et ceux d'HTC pour tous litiges ou réclamations découlant ou liés à cette garantie limitée ou à la vente, l'état, l'utilisation ou le rendement du produit ou de l'accessoire (collectivement, les « litiges ») résolus devant un tribunal, et (b) de renoncer à vos droits respectifs et ceux d'HTC à un procès devant jury. Vous et HTC acceptez plutôt d'arbitrer les différends par l'arbitrage obligatoire (renvoi

d'un différend à une ou plusieurs personnes chargées d'examiner le différend et de prendre une décision définitive et exécutoire pour le résoudre, au lieu que le différend soit tranché par un juge ou jury devant le tribunal).

Aucun arbitrage collectif, recours collectif ou actions représentatives. Vous et HTC acceptez que tout litige découlant de ou lié à cette garantie limitée est personnel entre vous et HTC et que ce litige sera résolu uniquement par arbitrage individuel et ne sera pas présenté comme un arbitrage collectif, un recours collectif ou un autre type de procédure représentative. Vous et HTC êtes d'accord qu'il n'y aura pas d'arbitrage collectif ou d'arbitrage dans lequel un individu tentera de résoudre un différend en tant que représentant d'une autre personne ou d'un groupe d'individus. De plus, vous et HTC êtes d'accord qu'un différend ne peut pas être porté en tant que recours collectif ou autre type d'action représentative, que ce soit dans le cadre d'un arbitrage ou en dehors d'un arbitrage ou au nom de tout autre personne ou groupe de personnes.

Avis; règlement informel des différends. Vous et HTC acceptez que chaque partie informe l'autre partie par écrit de tout litige arbitral ou de petites créances au moins trente (30) jours à compter de la date à laquelle il survient, afin que les parties puissent tenter de résoudre le différend de manière informelle. Un avis à HTC sera envoyé au service juridique d'HTC Arbitration Program Administrator (administrateur du programme d'arbitrage), 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Votre avis doit inclure : (a) votre nom, adresse postale, numéro de téléphone, adresse courriel courante ou celle utilisée pour votre compte HTC ou, si elle est différente ou si vous n'avez pas de compte HTC, une adresse courriel à laquelle vous pouvez être contacté, (b) une description raisonnablement détaillée de la nature ou du fondement du différend, et (c) le redressement spécifique que vous recherchez. Notre avis vous sera envoyé électroniquement à l'adresse courriel que vous utilisez ou utilisez pour votre compte HTC, si disponible, ou fournie à un autre contact précédent, et comprendra (a) notre nom, adresse postale, numéro de téléphone et adresse courriel (b) une description suffisamment détaillée de la nature ou du fondement du différend, et (c) le redressement spécifique que nous recherchons. Si vous et HTC ne pouvez pas vous entendre sur la façon de régler le différend dans les trente (30) jours suivant la réception de l'avis par la partie applicable, vous ou HTC pouvez, selon le cas et conformément à la présente garantie limitée, entamer une procédure d'arbitrage, ou dans la mesure spécifiquement prévue ci-dessus, déposer une réclamation devant la Cour des petites créances. À l'exception de différends dans lesquels l'une ou l'autre des parties cherche à intenter une action individuelle devant la Cour des petites créances, vous et HTC acceptez que tout litige doive être engagé ou déposé par vous ou HTC dans un délai d'un (1) an suivant la date du litige, sinon la réclamation sous-jacente sera définitivement écartée (ce qui signifie que vous et HTC n'aurez plus le droit de faire valoir cette réclamation concernant le litige). Vous et HTC acceptez que l'arbitrage soit conforme aux Règles d'arbitrage commercial de l'American Arbitration Association applicables aux litiges de consommation (les « Règles AAA »), sauf dans la mesure où ces règles seraient incompatibles avec toute partie de cette garantie limitée, y compris l'accord sur l'arbitrage. Pour les réclamations de 5 000 \$ ou moins, vous pouvez choisir entre l'arbitrage réglé sur la seule base des documents soumis à l'arbitre, ou par une audience en personne ou par téléphone. L'arbitrage aura lieu à King County, Washington et les tribunaux fédéraux et d'état situés dans le comté de King, Washington, auront la compétence exclusive sur les appels et l'exécution d'une sentence arbitrale. Vous pouvez également plaider un litige devant la Cour des petites créances située dans le comté de votre résidence si le litige répond aux exigences pour être entendu devant la Cour des petites créances.

Autorité de l'arbitre. Tel que limité par la Federal Arbitration Act, le présent accord et les règles AAA applicables, l'arbitre aura le pouvoir d'accorder tout recours qui serait autrement disponible devant un tribunal, à condition que la sentence de l'arbitre ne puisse dépasser, en forme ou en montant, la réparation qu'un tribunal de district des États-Unis pourrait commander en vertu de la garantie limitée; à condition, toutefois, que l'arbitre n'ait pas le pouvoir de mener un arbitrage collectif ou une action représentative, ce qui est interdit par la présente garantie limitée. En dépit des règles AAA, toute décision concernant l'arbitrabilité d'un litige particulier, y compris, sans s'y limiter, quant à savoir si un arbitrage collectif est autorisé par cette garantie limitée, doit être résolue par un tribunal approprié dans le comté de King, Washington, plutôt qu'un arbitre. Tout différend relatif à l'applicabilité du présent accord sur l'arbitrage, ou d'une partie de celui-ci, doit également être résolu par un tribunal approprié dans le comté de King, Washington, plutôt qu'un arbitre.

Règles de l'AAA. Les règles de l'AAA et des renseignements supplémentaires sur l'AAA sont disponibles sur le site Web de l'AAA (<https://www.adr.org/Consumer>). En ne vous retirant pas de cet accord sur l'arbitrage comme spécifié ci-dessous, vous reconnaissez et acceptez que vous avez lu et compris les Règles AAA, ou que vous (b) renoncez à votre

droit de lire les Règles AAA et à toute réclamation selon laquelle les Règles AAA sont injustes ou ne devraient pas s'appliquer pour une raison quelconque.

Applicabilité de l'accord sur l'arbitrage. SI L'INTERDICTION RELATIVE AUX ARBITRAGES COLLECTIFS ÉNONCÉE CI-DESSUS EST INAPPLICABLE, L'ACCORD SUR L'ARBITRAGE NE S'APPLIQUERA PAS À LA RÉCLAMATION COLLECTIVE.

DROIT DE SE RETIRER : Cet accord sur l'arbitrage s'appliquera à moins que vous n'informiez HTC par écrit au plus tard dans les 30 jours civils suivant la réception de la présente garantie limitée que vous rejetez l'accord sur l'arbitrage. Vous devez inclure dans votre avis de retrait (a) votre nom et votre adresse; (b) la date à laquelle vous avez acheté le ou les produit(s); (c) la date à laquelle vous avez acheté le produit; (d) les noms des modèles de produits; et (e) le numéro de série des produits. Ces numéros se trouvent sur l'emballage et sur le produit. Vous devez envoyer votre avis écrit au service juridique d'HTC Arbitration Program Administrator (administrateur du programme d'arbitrage), 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Aucune autre forme d'avis ne pourra être utilisée pour vous retirer de cet accord sur l'arbitrage. Si vous choisissez de ne pas participer à l'arbitrage, la garantie limitée s'appliquera quand même à vous.

DISPOSITIONS GÉNÉRALES

1. **Renonciation au procès devant jury** : SI UN DIFFÉREND ENTRE VOUS ET HTC SE DÉROULE AU TRIBUNAL PLUTÔT QU'EN ARBITRAGE OU EN COMPLÉMENT D'ARBITRAGE, VOUS ET HTC RENONCEZ INCONDITIONNELLEMENT À TOUT DROIT DE PROCÈS DEVANT JURY DANS TOUT RECOURS, PROCÉDURE OU DEMANDE RECONVENTIONNELLE DÉCOULANT DE LA PRÉSENTE GARANTIE LIMITÉE.
2. **Droit applicable** : La Federal Arbitration Act (« FAA ») s'applique à l'accord sur l'arbitrage. Sauf si la FAA a préséance, la loi de la province de l'Ontario et les lois du Canada régissent cette garantie limitée.
3. **Divisibilité** : À l'exception de ce qui est prévu ci-dessus, si une disposition de cette garantie limitée est jugée invalide ou inapplicable, cette invalidité ou inapplicabilité n'affectera pas l'applicabilité du reste de la garantie limitée.

Cette garantie limitée est offerte par HTC Corporation, No. 23, Xinghua Road, Taoyuan District, Taoyuan City, 330, Taiwan.

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

(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series; Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products)

Business Services Terms & Conditions

United States

These Terms and Conditions ("Terms and Conditions") for HTC VIVE BUSINESS 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 BUSINESS 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 or 3 year limited business warranty (see VIVE BUSINESS 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 one of the following VIVE product models: VIVE Series, excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products (each a "Product"). The Product includes a VIVE branded head mounted display ("Headset") and may also include the following devices: Linkbox, Converter, Controller(s) and Base Station(s) 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://business.vive.com/warranty/> 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 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/us/support/contactus/> for details.

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 within the United States (no P.O. boxes are eligible; U.S. territories and possessions excluded). 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 State of Washington, without reference to choice of law principles to the contrary. You agree that any action arising from the purchase of Business Services 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.

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 BUSINESS BUSINESS LIMITED WARRANTY

**(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series;
Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE
business edition products)**

United States

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. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER.

BY USING YOUR HTC PRODUCT(S) OR ACCESSORY(IES), YOU AGREE TO THIS LIMITED WARRANTY, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER BELOW. IF YOU DO NOT ACCEPT THIS LIMITED WARRANTY, DO NOT USE YOUR HTC PRODUCT(S) OR ACCESSORY(IES). INSTEAD, PLEASE RETURN THEM TO THE RETAILER FROM WHOM YOU PURCHASED THEM WITHIN THE RETAILER'S RETURN PERIOD.

DEFINITIONS

The following definitions apply to this VIVE BUSINESS 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 cables, USB cables, DisplayPort cables, micro-USB cables, USB Type-C cable, fiber 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 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 one of the following product models: VIVE Series (excluding VIVE Focus Developer Edition product and first generation VIVE consumer edition and VIVE business edition products), 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). 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.
- **"State"** means a State, the District of Columbia, and any other United States territory or possession.
- **"Warranty Period"** for Covered Product means (24) months or (36) months from the date You purchased the Product from an authorized Retailer or directly from HTC.
- **"You"** or **"Your"** means the original purchaser and/or original business entity utilizing the Product.

WHAT IS COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty shall apply to Product, 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.

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. This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from State to State.

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 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, or water indicator 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, or if the seals of the battery or the battery pack is broken or show evidence of leakage or tampering;
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 modifications or non-warranty repairs;
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; or
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.

TERRITORY

This Limited Warranty is valid and enforceable only in the United States where the Product(s) are intended to be sold. A Covered Product can only be returned for repair or replacement under this Limited Warranty in the United States where it was intended for purchase. Warranty service availability and response times may vary from country to country.

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://business.vive.com/warranty/> 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:
 - (1) The model and serial number of the Product.
 - (2) Your full address and contact information.
 - (3) 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.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS. HTC LIMITS THE DURATION AND REMEDIES OF ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS TO THE DURATION OF THIS LIMITED WARRANTY AND AT HTC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL

LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PRIVACY, LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, 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 YOU FOR THE PRODUCT. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

AGREEMENT TO ARBITRATE DISPUTES

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH HTC AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HTC.

Binding Arbitration. Except for disputes in which either party seeks to bring an individual action in small claims court, You and HTC agree (a) to waive Your and HTC's respective rights to have any and all disputes or claims arising from or related to this Limited Warranty or the sale, condition, use, or performance of the Product or Accessory (collectively, "Disputes") resolved in a court, and (b) to waive Your and HTC's respective rights to a jury trial. Instead, You and HTC agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. You and HTC agree that any Dispute arising out of or related to this Limited Warranty, is personal to You and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and HTC agree that there will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, You and HTC agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice: Informal Dispute Resolution. You and HTC agree that each party will notify the other party in writing of any arbitrable or small claims Dispute not less than thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to HTC shall be sent to HTC Legal, Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Your notice must include (a) Your name, postal address, telephone number, the email address You use or used for Your HTC account or, if different or if You have no HTC account, an email address at which You can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that You are seeking. Our notice to You will be sent electronically to the email address You use or used for Your HTC account, where available, or given to any alternate contact previously provided, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or HTC may, as appropriate and in accordance with this Limited Warranty, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court. Except for Disputes in which either party seeks to bring an individual action in small claims court, You and HTC agree that any Dispute must be commenced or filed by You or HTC within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that You and HTC will no longer have the right to assert such claim regarding the Dispute). You and HTC agree that the arbitration shall be according to the American Arbitration Association Commercial Arbitration Rules applicable to consumer disputes (the "AAA Rules"), except insofar as those rules would be inconsistent with any part of this Limited Warranty, including without limitation the agreement to arbitrate. For claims of \$5,000 or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. The arbitration shall be held in King County, Washington and the state and federal courts located in King County, Washington have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the U.S. county of Your residence if the Dispute meets the requirements to be heard in small claims court.

Authority of Arbitrator. As limited by the Federal Arbitration Act, this Agreement and the applicable AAA rules, the arbitrator will have the authority to grant any remedy that would otherwise be available in court, provided that the arbitrator's award may not exceed, in form or amount, the relief that a United States District Court could order under the Limited Warranty; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Limited Warranty. Notwithstanding the AAA Rules, any decisions concerning arbitrability of a particular dispute, including but not limited to whether a class arbitration is permitted by this Limited Warranty, shall be resolved by a proper court in King County, Washington, rather than an arbitrator. Any dispute concerning the enforceability of this agreement to arbitrate, or any part thereof, shall also be resolved by a proper court in King County, Washington, rather than an arbitrator.

Rules of AAA. The rules of AAA and additional information about AAA are available on the AAA website (<https://www.adr.org/Consumer>). By not opting out of this agreement to arbitrate as specified below, You either (a) acknowledge and agree that You have read and understand the AAA Rules, or (b) waive Your opportunity to read the AAA Rules and any claim that the AAA Rules are unfair or should not apply for any reason.

Applicability of Agreement to Arbitrate. IF THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IS DEEMED TO BE UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THE CLASS CLAIM.

RIGHT TO OPT OUT: This agreement to arbitrate disputes will apply unless You notify HTC in writing postmarked no later than 30 calendar days of receipt of this Limited Warranty that You reject the agreement to arbitrate. You must include in Your notice of opt-out (a) Your name and address; (b) the date on which You purchased the Product(s); (c) the date on which You purchased the Product; (d) the Product model names; and (e) Serial Number of the Products. These numbers may be found on the packaging and on the Product. You must send Your written notice to HTC Legal, Arbitration Program Administrator, 308 Occidental Avenue South, Suite 300, Seattle, WA 98104. No other form of notice will be effective to opt out of this agreement to arbitrate. If You opt out of the agreement to arbitrate, the Limited Warranty will still apply to You.

GENERAL PROVISIONS

1. **Waiver of Jury Trial:** IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY.
2. **Governing Law:** The Federal Arbitration Act (the “FAA”) applies to the agreement to arbitrate. Except as preempted by FAA, the law of the State of Washington, without reference to its choice of laws principles, shall govern this Limited Warranty. Notwithstanding the foregoing, the laws of Your state of residence will apply to any tort claims and/or any claims under any consumer protection statutes.
3. **Severability:** Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

This Limited Warranty is offered by HTC Corporation, No. 23, Xinghua Road, Taoyuan District, Taoyuan City, 330, Taiwan.

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

(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series; Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products)

Australia, New Zealand

Business Services Terms & Conditions

These Terms and Conditions (“Terms and Conditions”) for HTC VIVE BUSINESS 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 BUSINESS 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.**

OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.

10. Service Scope:

Business Services apply to a single corresponding registered Covered Product. Purchasers of Business Services receive a 2 year or 3 year limited business warranty (see VIVE BUSINESS Business Limited Warranty here for details), starting from the original purchase date of your Covered Product. Business Services include expedited usage technical support, expedited customer care services and VIVE online resources as set forth in these Terms and Conditions and (www.vive.com/support).

11. Covered Product:

Business Services apply only to the following VIVE hardware product: VIVE 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 VIVE Cosmos External Tracking Faceplate 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.

12. 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://business.vive.com/warranty/> 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.

13. 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.

14. Dedicated Support:

Business Services includes 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/au/support/contactus/> for details.

15. Business Services Program:

This Business Services Program shall 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 Business Services Program for out of warranty or otherwise ineligible Products. The Business Services Program is only available to physical addresses in Australia (no P.O. boxes are eligible). 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.

16. 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 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.

17. Applicable Law and Venue:

Except as preempted by legislation, the law of the State of Victoria Australia, without reference to their respective choice of laws principles, shall govern these terms and conditions. Notwithstanding the foregoing, the laws of your jurisdiction will apply to any tort claims and/or any claims under any consumer protection statutes and, without limitation, may entitle you to bring proceedings in your jurisdiction.

18. Entire Agreement; Severability:

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 BUSINESS BUSINESS LIMITED WARRANTY

(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series; Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products)

Australia, New Zealand

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. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER.

BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THIS LIMITED WARRANTY, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER BELOW.

OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND FOR COMPENSATION FOR ANY OTHER LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.

THE BENEFITS OF THIS WARRANTY ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES OF THE CONSUMER UNDER A LAW IN RELATION TO THE GOODS OR SERVICES TO WHICH THE WARRANTY RELATES.

DEFINITIONS

The following definitions apply to this VIVE BUSINESS 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 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), VIVE Cosmos External Tracking Faceplate. 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 (24) months or (36) 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 Australia 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 Australia. 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, liquid 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 ,Extension Package for 20m, 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 modifications or non-warranty repairs;
- (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.

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://business.vive.com/warranty/> 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.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, INCLUDING IMPLIED WARRANTIES. TO THE EXTENT LEGISLATION PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES OR STATUTORY CONSUMER GUARANTEES, HTC LIMITS ITS LIABILITY FOR A FAILURE TO COMPLY WITH SUCH WARRANTY OR GUARANTEE TO ONE OR MORE OF THE FOLLOWING: THE REPLACEMENT OF DEFECTIVE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; THE REPAIR OF THE GOODS; PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, 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 YOU FOR THE PRODUCT. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

AGREEMENT TO ARBITRATE DISPUTES

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH HTC AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HTC.

THE DISPUTE RESOLUTION PROCESS DESCRIBED BELOW IS SUBJECT TO ANY RIGHT YOU MAY HAVE TO PURSUE A RIGHT OR REMEDY IN YOUR LOCAL JURISDICTION IN RESPECT OF AN ALLEGED BREACH OF CONSUMER PROTECTION LAWS.

Binding Arbitration. Except for disputes in which either party seeks to bring an individual action in small claims court, and any claims in respect of which you are entitled to pursue a remedy before a court in respect of a consumer transaction, you and HTC agree (a) to waive your and HTC's respective rights to have any and all disputes or claims arising from or related to this Limited Warranty or the sale, condition, use, or performance of the Product (collectively, "Disputes") resolved in a court, and (b) to waive your and HTC's respective rights to a jury trial. Instead, you and HTC agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. You and HTC agree that any Dispute arising out of or related to this Limited Warranty, is personal to you and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and HTC agree that there will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, you and HTC agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice; Informal Dispute Resolution. You and HTC agree that each party will notify the other party in writing of any arbitrable or small claims Dispute not less than thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to HTC shall be sent to HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your HTC account or, if different or if you have no HTC account, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically to the email address you use or used for your HTC account, where available, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If you and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or HTC may, as appropriate and in accordance with this Limited Warranty, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court or pursue a remedy before a local court in respect of a consumer transaction. Process. Except for Disputes in which either party seeks to bring an individual action in small claims court or where a party seeks to pursue a remedy before a local court in respect of a consumer transaction, you and HTC agree that any Dispute must be commenced or filed by you or HTC within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that you and HTC will no longer have the right to assert such claim regarding the Dispute). You and HTC agree that the arbitration shall be: where the Product was purchased in Australia, according to the Australian Disputes Centre (ADC) Rules for Domestic Arbitration operating at the time the Dispute is referred to ADC except insofar as those rules would be inconsistent with any part of this Limited Warranty, including without limitation the agreement to arbitrate. For claims of \$5,000 or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. The arbitration shall be held in Melbourne and the state courts located in Victoria, Australia, has exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also have the right to litigate a Dispute in a small claims court located in your jurisdiction if the Dispute meets the requirements to be heard in small claims court, and no attempt is made to exclude any right which you have in relation to commencing court proceedings locally in respect of a consumer transaction;

Authority of Arbitrator. Subject to any provision to the contrary as set out in the International Arbitration Act 1974 (Cth) and uniform State and Territory commercial arbitration acts, the arbitrator will have the authority to grant any remedy

that would otherwise be available in court, provided that the arbitrator's award may not exceed, in form or amount, the relief that a court in the same jurisdiction could order under the Limited Warranty; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Limited Warranty. Notwithstanding the foregoing, any decisions concerning arbitrability of a particular dispute, including but not limited to whether a class arbitration is permitted by this Limited Warranty, shall be resolved by a proper court in the jurisdiction of the Dispute, rather than an arbitrator. Any dispute concerning the enforceability of this agreement to arbitrate, or any part thereof, shall also be resolved by a proper court in Victoria, Australia, rather than an arbitrator.

Rules of DADR bodies. The rules of the Australian Disputes Centre (ADC) Rules for Domestic Arbitration is available on their respective websites. By not opting out of this agreement to arbitrate as specified below, you either (a) acknowledge and agree that you have read and understand these rules, or (b) waive your opportunity to read these rules and any claim that the rules are unfair or should not apply for any reason.

Applicability of Agreement to Arbitrate. IF THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IS DEEMED TO BE UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

RIGHT TO OPT OUT: This agreement to arbitrate disputes will apply unless You notify HTC in writing postmarked no later than 30 calendar days of purchasing the Product or Accessory that You reject the agreement to arbitrate. You must include in Your notice of opt-out (a) Your name and address; (b) the date on which You purchased the Product or Accessory; (c) the Product model name; and (d) Serial Number of the Product. These numbers can be found on the Product packaging and on the Product. You must send Your written notice to HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. No other form of notice will be effective to opt out of this agreement to arbitrate. If You opt out of the agreement to arbitrate, the Limited Warranty will still apply to You.

GENERAL PROVISIONS

- (1). **Waiver of Jury Trial:** IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY.
- (2). **Governing Law:** Except as preempted by legislation, the law of the State of Victoria Australia, without reference to their respective choice of laws principles, shall govern this Limited Warranty. Notwithstanding the foregoing, the laws of Your jurisdiction will apply to any tort claims and/or any claims under any consumer protection statutes and, without limitation, may entitle you to bring proceedings in your jurisdiction.
- (3). **Severability:** Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

VIVE BUSINESS 企業服務條款及細則及 VIVE BUSINESS 企業有限保用

(適用於 VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series;
Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE
business edition products 系列)

香港

企業服務條款及細則

HTC VIVE BUSINESS 企業服務條款及細則（以下簡稱「條款及細則」）是閣下與宏達國際電子股份有限公司及其子公司（以下統稱「HTC」）所訂立之協議，其中包含有關閣下對本條款及細則中所述或 HTC 以其他方式自行提供的 VIVE BUSINESS 企業服務之存取及使用的重要條款及資訊（「企業服務」）。請細閱本條款及細則。**啟用企業服務**，即表示閣下接受本條款及細則約束。倘閣下不同意本條款及細則，請勿啟用任何企業服務。

1. 服務範圍：

企業服務只適用於已註冊的單一對應涵蓋產品。企業服務之購買者享有 2 年或 3 年有限企業保用（請按此處查閱 VIVE BUSINESS 企業有限保用條款），此期限始於涵蓋產品之最初購買日期。企業服務包括本條款及細則及 (www.vive.com/support) 中規定的快捷使用技術支援、快捷客戶服務及 VIVE 網上資源。

2. 涵蓋產品：

企業服務僅適用於以下 VIVE 硬件產品：VIVE 系列（分別稱為「產品」）。產品包括 VIVE 品牌頭戴式顯示器（「頭盔」），亦有可能包括以下裝置：依據產品型號提供的串流盒、轉換器、控制器、基站及 VIVE Cosmos 外部追蹤面板，以及與從 HTC 授權零售商處或直接從 HTC 購買時相同的原包裝隨附盒內配件（例如連接線及電源適配器）。閣下的 VIVE 硬件產品必須在購買產品三 (3) 個月內按下文所述註冊，並經 HTC 確認（註冊後，即為「涵蓋產品」）。

一旦註冊獲取企業服務，閣下便不得變更、轉讓或刪除涵蓋產品。另購或未包含在 VIVE 頭盔之原包裝內的裝置均不屬於涵蓋產品，且不符合企業服務資格。

3. 網上註冊及啟用：

如需啟用企業服務，閣下必須首先申請一個 HTC 帳戶或使用現有 HTC 帳戶登入 <https://business.vive.com/warranty/>，使用企業服務啟用密鑰註冊閣下的 VIVE 產品後，根據網頁上的指示完成註冊及啟用。一旦啟用，閣下的企業服務將無法與閣下的 HTC 帳戶分離，或以任何其他方式轉讓，除非根據有效的退貨政策撤銷企業服務之購買。請保存好本企業服務及 VIVE 硬件產品之購買憑證。為確認企業服務計劃之資格，我們可能會要求閣下提供購買憑證。

4. 限制：

企業服務僅限企業客戶出於合法商業用途購買，個人消費者不得使用或購買。如果是出於個人消費者使用或任何非法目的購買，HTC 有權取消貴公司的企業服務。與涵蓋產品相關之企業服務僅供原購買者或取得者使用，且不得轉售、分銷或以其他方式轉讓。需購買一款涵蓋產品方可啟用閣下的企業服務。

5. 支援服務：

針對涵蓋產品，您將可以獲得專業網路即時交談、以及電子郵件支援服務。請參閱 www.vive.com/hk/support/contactus 以獲得更多資訊。

6. 企業服務計劃：

本企業服務計劃僅適用於涵蓋產品。產品資格將由 HTC 全權決定，且僅在涵蓋產品之有限保用期內有效。HTC 有權因超出保用範圍或產品不合資格而不提供企業服務計劃。企業服務計劃僅適用於香港境內的實體地址（不接受郵遞信箱）。請務必遵守發放維修票據時提供的所有維修說明。收到退還的涵蓋產品時，我們將透過快速診斷流程檢查涵蓋產品。如果發現的損壞情況在有限保用範圍內，HTC 將全權決定優先免費為閣下寄送維修好的或替換的裝置或配件。如果發現的損壞情況不在有限保用範圍內，但我們可以為該產品提供保用外維修服務，HTC 將就報價問題與閣下聯絡，以便獲取閣下的授權，繼續提供各項推薦的維修服務，報價獲准且全額支付後，HTC 可全權決定向閣下寄送維修過的或替換的裝置或配件。如果閣下不允許維修，或我們無法提供保用外維修服務，或閣下未在十 (10) 個曆日內答覆，HTC 可能會向閣下收取服務費，並將未經維修的涵蓋產品寄回閣下提供的地址。

7. 責任限制：

於適用法律允許的最大範圍內，本企業服務專案 不提供任何明示或默示擔保，包括但不限於適售性、符合特定用途及不侵權等擔保責任。HTC 就本企業服務專案 所承擔的全部責任，包括加速支援方案的相關責任，絕不超過本企業服務專案套件的購買價格。在任何情況下，HTC 不承擔因本企業服務專案 產生或相關之任何偶發、衍生、間接，特殊或懲罰性損害賠償，包括但不限於利潤、業務或商譽損失，資料使用遺失或毀損、業務中斷或財產損害，即使 HTC 已知該類損害發生之可能性亦同。部分司法管轄區禁止這類限制條款，因此您未必適用上述責任限制規定。

8. 準據法與法庭地：

本有限保固準據法為香港特別行政區之法律，但不適用香港的涉外民事法規。一切由本有限保固或產品及／或配件所生之爭議，您同意在採取法律途徑之前應先向 HTC 提出申訴。您同意就本有限保固/產品/配件之管轄法院為香港地方法院。

9. 完整協議與條款獨立：

本條款與細則構成完整協議，並取代先前相關主旨之所有協議、聲明或約定。HTC 有權隨時修改本條款與細則，但先前您參與合格裝置方案已同意的條款與細則，不受任何修改影響。本條款與細則之任一條款若被判定無執行力，該無執行力條款不影響其餘條款的執行力。HTC 未回覆或不作為不視為放棄任何權利。除本條款與細則之有限保固有特別規定外，如本條款與細則之有限保固之任何條款被認定為無效或無法執行，該無效或無法執行，應不影響本條款與細則之有限保固其餘條款之可執行性。

VIVE BUSINESS 企業兩年,三年有限保用書

(適用於 VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series;
Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE
business edition products 系列)

香港

請仔細閱讀本有限保固，以了解您的權利及義務。
使用您所購之 HTC 產品或配件，代表您同意本有限保固的約定。

定義

以下定義適用於本 VIVE BUSINESS 企業有限保用（以下簡稱「有限保用」）：

- 「**配件**」是指在銷售時搭配「涵蓋產品」且包含在包裝盒內的次要或輔助元件，可能包括：頭盔連接線、USB 3.0 連接線、DisplayPort 連接線及電源適配器；前提是這些零部件是由 HTC 生產或為 HTC 生產，且可透過貼在最初提供的零部件上的「HTC」或「VIVE」商標、商號或標識識別。
- 「**涵蓋產品**」是指下文「本有限保用之覆蓋內容」一節中規定的含義。
- 「**正常使用條件**」是指根據隨附產品或配件提供或網上 (www.vive.com/support) 公佈的用戶手冊及說明之正常使用。
- 「**產品**」是指從授權經銷商處或直接從 HTC 為以下型號購買的 VIVE 品牌頭戴式顯示器（頭盔）及控制器：VIVE 系列，及與頭盔處於相同包裝盒內的其他有序號產品（如有），其中可能包括：串流盒、轉換器、控制器、基站、VIVE Cosmos 外部追蹤面板。另購或不包括在頭盔之原包裝內的物品均不符合本條款的「產品」定義。
- 「**經銷商**」是指直接將商品銷售給商業實體的企業，其中包括具有實際地址及／或網址之企業。
- 「**用戶手冊**」是指隨附產品或配件提供或在網上 (www.vive.com/support) 公佈的用戶說明材料（如用戶指南、快速入門指南及安全指南文件）。
- 涵蓋產品之「**保用期**」是指自閣下從授權經銷商處或直接從 HTC 購買 VIVE 硬件產品之日起 (24) 個月或 (36) 個月。
- 「**閣下**」或「**閣下的**」是指使用產品之原購買者及／或原企業實體。

本有限保用之提供者

本有限保用由位於台灣桃園市桃園區興華路 23 號的宏達國際電子股份有限公司（「HTC」）為閣下提供。

本有限保固之內容

本有限保用應適用於在購買 VIVE 硬件產品三 (3) 個月內註冊到閣下的 HTC 企業帳戶的產品及搭配提供的配件，註冊時須經 HTC 確認（一旦註冊，即為「涵蓋產品」）。涵蓋產品註冊使用企業服務後，不得變更、轉讓或刪除。

本有限保用條款可取代及替代涵蓋產品之原產品包裝內所含的任何有限保用條款。

在保用期內，HTC 保證涵蓋產品在正常使用條件下不會出現材料及工藝缺陷。

本有限保用僅提供予閣下，閣下不得將其全部或部分出售、讓與、轉讓或給予涵蓋產品之任何後續購買者或取得者，或任何其他人。

適用國家

本有限保固僅在產品的預定銷售國家(香港)與您實際購買的國家(香港)有效並得以執行，保固服務方式和回應時間可能因不同國家而異。

本有限保固不包含之內容

本有限保用不適用於涵蓋產品之外的任何商品。因此，本有限保用不適用於任何非 HTC 裝置或任何軟件（例如軟件開發套件 (SDK) 及 Android 應用程式包 (APK) 支援），無論這些裝置或軟件由 HTC 還是第三發開發，亦無

論計劃或標註為與產品搭配使用。第三方製造商、供應商或發行商可以為其自身產品提供保用，閣下可以直接與其聯絡獲得服務。

在以下情況下，即使與涵蓋產品相關，本有限保用對以下情況仍不適用：

16. 產品或配件之序號、日期碼、水印標識或保用封條（無效標籤）被移除、擦去、污損、篡改或難以辨識；
17. 由於正常磨損而對產品或配件外觀造成的磨損；
18. 消耗性零件，如臉部靠墊、AA/AAA 鹼性電池、20 米 延長套組、頸帶、腕帶、安裝套件、耳機孔蓋、清潔布或保護性塗層等，依合理預期會隨時間而耗損，但故障引起的耗損除外；
19. 閣下或他人不當安裝電池，電池外殼或電池之封條有破損或篡改跡象，或電池在規定裝置外的其他裝置上使用所導致的故障；
20. 因電湧或其他非產品或配件故障所招致的電流問題所導致的故障；
21. 未遵守用戶手冊或未在正常使用條件下使用；
22. 粗暴處理；戶外使用；曝露於液體、濕氣或極端環境，或在環境發生急劇變化時使用；腐蝕；或氧化；
23. 因未經授權之修改或連接，未經授權之拆卸，或以未經授權之備件維修，或由未經授權之人員或在未經授權之地點維修所導致的損壞；
24. 意外事件、自然災害或其他非 HTC 可合理控制之原因導致的其他故障（包括但不限於消耗性零件之缺陷），除非該等缺陷是由故障直接導致；
25. 產品或配件表面的實體損壞，包括但不限於產品或配件（包括任何螢幕或鏡面）表面之裂痕或刮痕；
26. 產品或配件可能連接的任何電腦或其他產品。HTC 不保證產品或配件之運行不會因此而中斷或不會發生錯誤；
27. 產品上安裝的軟件需要更新，包括但不限於操作系統及／或韌體，而該等更新是閣下可以自行操作的；
28. 任何作業系統及／或韌體已被修改之產品，包括任何嘗試修改作業系統但失敗者，無論該等修改是否經 HTC 授權、批准或禁止；
29. 在任何韌體更新期間，拔掉任何產品或電腦之連接線所導致的故障；
30. 將產品或配件與未經 HTC 批准或提供之產品或配件搭配使用或連接在一起而導致的故障，或以指定用途外的其他方式使用所導致的故障，且此類故障並非產品本身之問題。使用非 HTC 配件可能會導致本有限保用失效。

如何獲得保固服務

閣下應於察覺到涵蓋產品出現上述故障時採取以下措施：

4. 參閱用戶手冊及／或 www.vive.com/support 上提供的資源，以便識別並解決問題。
5. 如果問題無法透過參考用戶手冊及／或 www.vive.com 上提供的資源解決，閣下應以 HTC 企業帳戶登入 <https://business.vive.com/warranty/>，聯絡 HTC 客服中心，以獲取更多資訊。
6. 當閣下聯絡零售商或 HTC 時，請務必備妥以下資訊：
 - (4) 產品型號及序號。
 - (5) 閣下的完整地址及聯絡資訊。
 - (6) 購買產品時的原發票、收據或銷售帳單之副本。在依據本有限保用提出任何索賠時，閣下必須提供有效購買憑據。

完成上述步驟後，HTC 將就如何及何時寄回涵蓋產品提供指示。將涵蓋產品寄回 HTC 以獲取保用服務之前，閣下必須備份並刪除產品儲存媒體上儲存的個人數碼資料。如果產品儲存媒體上儲存的任何此類數碼資料遺失，HTC 及 HTC 授權服務中心將不承擔任何責任。

如果閣下在保用期內退還產品或配件，且產品或配件符合本有限保用之條款，HTC 或其授權代理商將自行決定維修或更換相應產品或配件。維修或更換可能會涉及到使用功能相同的產品或配件及／或零件。HTC 或 HTC 授權服務夥伴會將維修好或更換且處於良好工作狀態的產品或配件返還給閣下。根據本有限保用之條款更換的任何產品、配件、零件或部件將成為 HTC 之財產。

如果 HTC 維修或更換產品或配件，維修好或更換的產品或配件應繼續享有原始保用期之剩餘期限或自維修或更換起三 (3) 個月的保用期限，以較長者為準。

HTC 可能會選擇直接為用戶提供用戶安裝類零件，以履行本有限保用之義務，而不要求閣下返還故障產品或配件。閣下亦可在同意 HTC 之要求時寄回更換過的故障零件，運費自理。

HTC 保留僅在產品銷售國提供保用服務的權利。閣下可獲得本有限保用下的任何保障之前提為，必須在適用保用期內將發現的故障告知 HTC。除非閣下按照上述步驟並獲 HTC 同意寄回產品或配件，否則請勿直接將其寄回給 HTC。如需寄回產品或配件，以獲取保用服務，請務必遵守上述步驟。

免責與其他擔保和權利之限制

於法律允許之範圍內，本有限保固及所規定之救濟是特定專屬性，並且取代其他一切的保證、救濟和條件。HTC 有權限縮一切法定及默示保證的期間與救濟（包括但不限於適銷性保證、保證適用於特定用途，以及保證無隱藏或潛在缺陷），且 HTC 有權選擇維修或替換服務。若部分國家不准廠商對默示保證的期間做任何限縮時，則前述的限縮約定不適用於您。

責任限制

除本有限保固另有規定外，HTC 於法律允許之最大範圍內，不論那種意外損害或間接損失（包括但不限於利潤損失或商業損失、營業中斷、商業資訊損失、資料損失、隱私損失或機密損失），一概不需負責。不論上述約定如何，縱使任何救濟未能達成其根本目的，HTC 及其供應商於本有限保固之任何條款下所負之全部責任應限於客戶就產品所實際支付之金額。縱使 HTC 已被告知損害發生之可能性，該等排除責任亦有適用。若部分國家不准廠商排除意外損害或間接損失，則前述的排除約定不適用於您。

一般條款

1. **準據法與爭議解決**：本有限保固準據法為香港特別行政區之法律，但不適用香港的涉外民事法規。一切由本有限保固或產品及／或配件所生之爭議，您同意在採取法律途徑之前應先向 HTC 提出申訴。您同意就本有限保固/產品/配件之管轄法院為香港地方法院。
2. **可分性**：除本有限保固有特別規定外，如本有限保固之任何條款被認為無效或無法執行，該無效或無法執行，應不影響本有限保固其餘條款之可執行性。

VIVE BUSINESS 商用保証規約 および VIVE BUSINESS 商用保証

(VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series; Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products シリーズ対象)

日本

商用保証規約

HTC VIVE BUSINESS 商用保証に関する以下の規約（「利用規約」）は、お客様と HTC Corporation およびその関連会社（以下「HTC」）間で交わされる取り決めであり、本規約に記載しているサービスは、VIVE BUSINESS 商用保証のアクセスおよび使用に関する重要な条件と情報が含まれています。本規約をよくお読みください。商用保証を有効にすることで、お客様がこれらの規約に同意したとみなされます。本規約に同意されない場合は、商用保証を有効にしないでください。

1. 保証の範囲：

商用保証は、登録された単一（フルセット）商品に適用します。ご購入のお客様が商品の購入日から 2 年または 3 年間の商用保証を受けられます（詳細については、VIVE BUSINESS Business Limited Warranty をご覧ください）。商用保証にこれらの利用規約および www.vive.com/support に記載されているテクニカルサポート、優先対応サービスが含まれています。

2. 対象製品：

商用保証は、VIVE シリーズのみに適用します。HTC 認定販売店または HTC から直接購入された本製品のヘッドマウントディスプレイ（「ヘッドセット」）、そしてモデルによってリンクボックス、コントローラー、ベースステーション、および同梱の付属品（ケーブルなど）も同じ商用保証に適用されます。製品のご購入から 3 ヶ月以内に HTC の承認が必要となりますので、以下の手順でデバイス登録を行ってください。対象製品が商用保証登録後の変更、譲渡、または削除はできません。セットでなく単品で購入されたデバイスまたは VIVE ヘッドセットのオリジナルパッケージに含まれていないデバイスは、商用保証の対象外製品になります。

3. ウェブサイトの登録および有効化：

商用保証を有効にするには、まず HTC アカウントを申請して頂く必要があります。<https://business.vive.com/warranty/>にアクセスし、既存の HTC アカウントにログインし、サービスアクティベーションキーを入力し、お持ちの製品の商用保証を有効にし、そしてウェブサイトのガイダンスに従って手続きを完了してください。一度有効になった商用保証のポリシーに従って商用保証が返品される場合を除き、HTC アカウントとの関連付けを解除したり移転したりすることはできなくなります。この商用保証および該当製品の購入証明書を保管してください。商用保証を有効にするには購入証明が必要になる場合があります。

4. 制限事項：

商用保証は合法的な商業使用を目的としてビジネス/企業顧客のみが購入できるものであり、個人の消費者による購入は意図されていません。商用保証が個人の消費者の利用目的で、または非合法的に購入された場合、HTC は購入をキャンセルする権利を留保します。商用保証は、元の購入者または入手者のみが利用することができ、転売、流通あるいは譲渡することはできません。限定製品を 1 つご購入に付き 1 度商用保証を有効にして頂く必要があります。

5. 専用サポート：

商用保証には、対象製品のオンラインチャットサポートとメールサポートが含まれています。メールの返信は、お問合せを頂いてから 24 時間以内に対応します。詳細については、
<https://www.vive.com/au/support/contactus/>をご覧ください。

6. 商用保証：

この商用保証は、対象製品のみに適用し、製品の適格性によって HTC の判断で対象製品の保証期間を制限します。HTC は、保証対象外またはその他対象でない製品については、商用保証を提供しない権利を有します。商用保証は、日本国内の実在する住所においてのみご利用となります（私書箱は対象外です）。修理案件番号が発行後にすべての修理指示に従って頂く必要があります。対象製品は、返品対象製品受領後、診断プロセスを通じて破損について検査します。検査で発見された破損が商用保証の対象である場合、HTC の判断で修理または交換の製品や付属品を優先的に提供します。破損が商用保証の対象外となった場合、HTC は推奨する修理を続行する前にお客様承認を得るための見積をご連絡差し上げます。見積承認が頂いた場合、デバイスまたはアクセサリの修理を行います。修理許可を得られなかった場合、または 10 日以内に修理見積が応答されなかった場合、HTC から修理点検費用を請求し、デバイスをそのまま指定したご住所に返送します。

7. 免責事項：

商用保証は適用法で許される最大限の範囲内において、商品性、特定の目的への適合性および非侵害性の黙示的保証に限らず、明示または黙示を問わず、いかなる保証もなされるものではありません。優先サポートを含め、商用保証に係る、HTC が有する全責任は、商用保証を購入する際に支払った金額を超えないものとします。HTC は偶発的、結果的、間接的、特別的もしくは懲罰的損害（利益の損失、ビジネス、業務上の信用の喪失、またはデータの使用、損失、破損、事業の中断、または物的損害が含まれますが、これらに限定されません）に対して責任を負わないものとします。一部の管轄区域では、これらの制限が認められておらず、上記の制限が適用されない場合があります。

8. 準拠法と裁判地：

本規約は法の選択の原則に関係なく、日本の法律が本利用規約に適用されます。上記の規定にもかかわらず、お客様が居住する国の法律が、あらゆる消費者保護法令に基づく不法請求および/または請求に適用されることがあります。

9. 完全合意条項、可分性：

本規約は、完全な合意を示すものであり、本書の主題に関する事前の契約、表明、または理解をすべて置き換えるものとします。HTC はこれらの規約を随時修正する権利を保留します。本規約なかのいずれかの内容が執行不能であると判断された場合、そ執行不能な条項によって残りの条項の執行可能性が影響を受けることはありません。HTC が対応または行動を起こさなかったことにより、本書の権利が放棄されたと見なすことはできません。

VIVE BUSINESS 商用保証

(VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series;
Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE
business edition products シリーズ対象)

日本

本商用保証は、対象製品の製品パッケージに含まれている限定的保証を置き換えるものであり、すべてに対して優先します。

お客様の権利及び義務をご理解いただくため、本商用保証をよくお読みください。HTC 製品または本付属品をご使用になることにより、お客様は、本商用保証の内容を承諾し、かつこれに同意したものとみなされます。

定義

以下の定義は、VIVE BUSINESS 商用保証に適用されます：

- 「**付属品**」とは、「本対象製品」の販売時に同梱される、二次的または補助的な構成要素を指し、また以下を含む場合があります：ヘッドセットケーブル、USB ケーブル、ディスプレイポートケーブル、マイクロ USB ケーブル、タイプ C の USB ケーブル、電源アダプター。ただし、コンポーネントが HTC により、または HTC 用に製造され、販売時の状態で、コンポーネントに附された「HTC」もしくは「VIVE」のトレードマーク、商号、ロゴによって識別されるもの。
- 「**本対象製品**」とは、以下「本商用保証の対象となる製品」項で規定される製品を指します。
- 「**通常の使用条件**」は、ユーザーマニュアルまたは対象製品や付属品に同梱されている説明書、または HTC ホームページに掲載しているユーザーマニュアルの内容に従った一般的な使用を指しています (www.vive.com/support)
- 「**本製品**」とは、正規の小売店から購入された VIVE シリーズ、およびヘッドセットと同じ箱に同梱されているリンクボックス、コンバーター、コントローラー、ベースステーションが含まれます。別途購入された元のパッケージに含まれていない関連商品は、こちらで定義している「対象製品」に該当しません。
- 「**販売店**」とは、実店舗またはオンラインの HTC 正規販売業者を指します。
- 「**ユーザーマニュアル**」とは、製品または付属品に同梱される、または HTC ホームページ (www.vive.com/support) に掲載している説明書（ユーザーガイド、クイックスタートガイド、安全ガイドなど）になります。
- 「**保証期間**」とは、認定販売店または HTC から直接購入された日から 24 か月または 36 か月間を指します
- 「**お客様**」または「**お客様の**」とは、製品を使用されるご購入者本人、もしくは法人のお客様を指します。

商用保証の提供者

本限定保証は、HTC Corporation（本拠地：台湾桃園市桃園区興華路 23 号）（「HTC」）らお客様に提供します。

商用保証の対象製品

本商用保証は、VIVE ハードウェア製品のご購入から 3 か月以内に、製品、および付属品に適用されます。購入された製品がエンタープライズ向け商用保証に登録されており、HTC からの確認を得ていることが条件となります（「対象製品」）。商用保証に対象製品登録した後に、製品を変更、譲渡または削除することはできません。

本商用保証は、対象製品の製品パッケージに含まれている商用保証を置き換えるものであり、すべてに対して優先します。保証期間中、対象製品および付属品が通常の使用条件で使用されている場合、部品および製造上の欠陥がないことを保証します。

本商用保証はお客様のみに付与されおり、その後の購入者または本対象製品および付属品の入手者、あるいはいずれかの他者に全部またはその一部を販売、譲渡、委譲または提供することはできません。

地域

本商用保証は、日本での販売を意図した対象製品および付属品を日本で購入した場合にのみ有効となり適用されます。対象製品または付属品は、本商用保証に従い、修理または交換のためにのみ返品することができます。保証サービスの利用可能性と対応にかかる時間は国によって異なる場合があります。

本商用保証の対象外

本商用保証は、対象製品および付属品以外には適用されません。従って HTC 製でないデバイスまたはソフトウェア（ソフトウェア開発キット（SDK）および Android アプリケーションパッケージ（APK）サポート）、そして HTC やサードパーティによって開発されたものが HTC のために作られていないもの、または意図的ラベル付けされている場合も適用しません。サードパーティのサービスについては直接各社にお問合せください。

以下対象製品であっても適用しません：

1. 製品または付属品のシリアル番号、日付コード、水インジケータ、または保証シール（ポイドラベル）が剥がされていたり、消去、損傷、または変更されていたり、判読不能になっている場合。
2. 通常使用の損耗による製品または付属品の表面的な外観の劣化。
3. 不具合が機能不良により直接生じた場合を除き、時間の経過により劣化する部品、フェイスクッション、単 4 電池、ケーブル、ストラップ、取り付けキット、イヤホンホールキャップ、クリーニング用クロスなどの消耗部品。
4. お客様または他者によって電池が不適切に装着された場合、電池の保護シートやシールが破れていたり、電池漏れや改ざんされた跡が残っている場合、または指定されている機器以外で使用されている場合。
5. 本製品または付属品の故障が原因ではない電気サージまたは他の電流上の問題によって引き起こされた機能不良。
6. ユーザーマニュアルに従わない使用、または通常の使用条件外での使用で引き起こした故障。
7. 乱暴な取り扱い扱い、屋外での使用、液体による損傷、湿気または極端な熱的または環境条件、またはそのような状態の急激な変化、腐食、または酸化。
8. 許可されていない変更や接続、不正開封、許可されていない部品を使った修理、または認可されていない人物または場所で実施した修理によって生じた欠陥、状態、またはその他の問題。
9. 偶発の出来事、自然の力またはその他の HTC が管理できる妥当な範囲を超えた現象（消耗部品の欠陥が含まれますが、これに限定されません）。機能不良が直接的な原因となった場合を除きます。
10. 本製品または付属品の表面に対する物理的損傷。製品または付属品の表面に発生した亀裂または引っかき傷が含まれますが、これに限定されません。また、すべてのスクリーンまたはレンズを含みます。
11. 本製品または付属品が接続する可能性のあるすべてのコンピュータまたは他の製品。HTC は、本製品または付属品がエラーなく動作することを保証するものではありません。
12. 本製品に読み込まれたソフトウェア（オペレーティングシステムおよび/またはファームウェアが含まれますがこれに限定されません）をアップグレードする必要がある場合で、これらのアップロードをお客様が読み込むことができる場合。
13. オペレーティングシステムおよび/またはファームウェアが変更された製品。変更が HTC が認可、承認または認めたものであるかどうかに関わらず、また、オペレーティングシステムを変更しようとする試みもこれに含まれます。
14. ファームウェアのアップデート中に製品またはお客様のコンピュータの電源コードを抜くか、電源を切ることで発生した不具合。
15. HTC によって承認または提供されていない付属品、または意図された以外の使用方法で使用された付属品と併用または関連して、本製品または付属品を使用したことに起因する機能不良で、その欠陥が本製品自身のものでない場合。非 HTC 製の付属品を使用すると、本商用保証が無効になる可能性があります。

どのように商用保証を受けるか？

本対象製品に不具合が認められた場合、次の措置を講じてください：

1. ユーザーマニュアルまたは www.vive.com/support で該当する不具合を参照し、問題を特定して修正して頂きます。
2. ユーザーマニュアルまたは www.vive.com を参照しても問題を解決できない場合は、HTC エンタープライズアカウントにログインし、HTC のカスタマーサポートに連絡して詳しく確認して頂く。手順については、<https://business.vive.com/warranty/> をご覧ください。
3. 販売店または HTC に連絡するときは、次の情報を必ずご準備ください：

- (1) 本製品のモデル名とシリアル番号。
- (2) お客様ご住所と連絡先情報。
- (3) 対象製品または付属品を購入した際の請求書、領収書または売買証書のコピー。本商用保証に従って請求を行う際には、有効な購入証明書を提示する必要があります。

上記手順の完了後、対象製品または付属品を HTC に返却する方法とタイミングに関するご案内を HTC からお客様に提供します。保証をうけるため本製品を HTC に返送する前に、本製品のストレージメディアに保存されているお客様の個人的なデジタルデータをバックアップして削除する必要があります。HTC および HTC の認定サービスセンターは、本製品のストレージメディアに保存されているいかなるデジタルデータの紛失に対しても一切責任を負いません。

保証期間中に本製品または付属品を返送する場合、そしてこの商用保証の条件を満たした場合、HTC またはその認定代理店が、独自の判断で修理または交換を行います。修理または交換には、機能的に同等の再生製品またはアクセサリを使用することがあります。HTC または HTC 認定修理センターは、修理または交換の製品と付属品を動作確認した上でお客様に返却します。不具合製品、付属品、またはその他部品はこの商用保証によって HTC の財産になります。

HTC が修理、交換した製品または付属品は、元の保証期間が失効するまで、または修理や交換日から 3 か月間（どちらか長い方で）保証し続けられます。

HTC は、お客様に製品または付属品の返却を求めるのではなく、代わりにユーザーが取り付け可能な部品をお客様に直接提供し、商用保証の義務を果たすことを選択する場合があります。HTC よりリクエストした場合、お客様が同意された上で交換された部品がお客様負担になります。

HTC は本製品の販売地域での保証サービスを制限する権利を留保します。お客様が保証期間中に商用保証の改善措置を受けるためには、機能不良と思われる事象を HTC に連絡する必要があります。保証サービスを受けるために上記手順に従い、HTC から不具合の送付依頼がない限り、本製品または付属品を HTC に直接送付しないでください。

他の保証や権利についての免責及び制限

法律に準拠する範囲で、本商用保証は唯一のものとし、その他の保証、対策、条件に代わるものとします。HTC には、商品特定の適合性、及び販売時に明らかでなく、もしくは潜在的な欠陥に対する改善サービスを本保証期間中に限定し、また HTC の意志にて本規約なか記載されている修理または交換サービスを限定するものとします。

責任の制限

本商用保証の規定で定められたことを除き、また法により認められる最大限度において、HTC は、あらゆる性質の付随的損害、結果的損害や損失（逸失利益、商業的損失、事業の中断、事業情報の喪失、データの喪失、プライバシーの侵害、または機密性の喪失を含みますがこれらに限定されません）について責任を負いません。前記に関わらず、また仮にいずれかの救済によりその本質的な目的を達成することができなかったとしても、本保証書の規定に基づく HTC 及びそのサプライヤーの全責任は、顧客が本製品または本付属品について実際に支払った額に限定されるものとします。これらの限定は、HTC が損害発生の可能性をあらかじめ通知されていた場合であっても責任を負いません。

一般条項

4. **準拠法**：本商用保証の準拠法は日本法とします。前記にかかわらず、損害賠償請求及び／または消費者保護規定に基づく請求については、お客様が居住する国の法律が適用される可能性があります。国際物品売買契約に関する国際連合条約は本商用保証には適用されません。
5. **裁判管轄**：本商用保証に関連してからまたはそれに関連して生ずるすべての紛争は、東京地方裁判所における法的手続きによってのみ解決する。東京地方裁判所はその紛争について専属管轄を有する。
6. **可分性**：本商用保証のいずれかの条項が、本商用保証が実施されるある管轄において無効もしくは執行不能とされた場合であっても、当該条項以外は有効に存続し、執行可能なものとします。

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

(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series; Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products)

Singapore

Business Services Terms & Conditions

These Terms and Conditions ("Terms and Conditions") for HTC VIVE BUSINESS 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 BUSINESS 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 or 3 year limited business warranty (see VIVE BUSINESS Business Limited Warranty here for details), starting from the original purchase date of your Covered Product. Business Services include expedited usage technical support, 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 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 VIVE Cosmos External Tracking Faceplate 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://business.vive.com/warranty/> 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 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/sg/support/contactus/> for details.

6. Business Services Program:

This Business Services Program shall 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 Business Services Program for out of warranty or otherwise ineligible Products. The Business Services Program is only available to physical addresses in Singapore (no P.O. boxes are eligible). 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 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 will be governed by the law of Singapore in which the Business Services was purchased, the relevant courts in Singapore 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 BUSINESS BUSINESS LIMITED WARRANTY

**(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series;
Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition
and VIVE business edition products)**

Singapore

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 WILL BE DEEMED TO HAVE ACCEPTED AND AGREED TO THIS LIMITED WARRANTY.

DEFINITIONS

The following definitions apply to this VIVE BUSINESS 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 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), VIVE Cosmos External Tracking Faceplate. 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 (24) months or (36) 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 only valid and enforceable for Covered Product that HTC has released for sale in, and had purchased by you in Singapore. A Covered Product can only be returned for repair or replacement, at HTC's sole discretion, under this Limited Warranty in Singapore. 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 ,Extension Package for 20m, 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://business.vive.com/warranty/> 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:

- (1) The model and serial number of the Product.
- (2) Your full address and contact information.
- (3) 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.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. HTC DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. INsofar AS SUCH WARRANTIES CANNOT BE DISCLAIMED, HTC LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT HTC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, 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, HTC AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT OR ACCESSORY. 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 Singapore in which the Covered Product was purchased, the relevant courts in Singapore will have exclusive jurisdiction in relation to this Limited Warranty.

2. **Severability:** Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

VIVE 엔터프라이즈 비즈니스 이용약관 및

VIVE 엔터프라이즈 비즈니스 제한 보증서

(VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series;
Excluding VIVE Focus Developer Edition and first generation VIVE
consumer edition and VIVE business edition products 시리즈용)

대한민국

비즈니스 서비스 이용약관

본 HTC VIVE 엔터프라이즈 비즈니스 서비스 이용약관(“약관”)은 귀하와 HTC 코퍼레이션 및 계열사(“HTC”) 간의 계약입니다. VIVE 엔터프라이즈 비즈니스 서비스에 관해 본 이용약관에 서술되었거나 HTC의 단독 재량으로 제공되는 VIVE 엔터프라이즈 비즈니스 서비스(“비즈니스 서비스”)에 관해 귀하의 접근 및 사용에 대한 중요한 조건과 정보를 포함하고 있습니다. 본 약관을 신중히 읽어 주시기 바랍니다. 비즈니스 서비스를 활성화하는 것은 본 약관에 동의하는 것으로 간주됩니다. 본 약관에 동의하지 않으실 경우 비즈니스 서비스를 활성화하지 마십시오.

1. 서비스 범위:

비즈니스 서비스는 등록된 해당 단일 제품에만 적용됩니다. 비즈니스 서비스 구매자는 2년 또는 3년 제한 비즈니스 보증을 받으며(자세한 내용은 VIVE 엔터프라이즈 비즈니스 제한 보증서 참조), 적용 제품의 원래 구입 일자로부터 시작됩니다. 비즈니스 서비스는 본 약관 및(www.vive.com/support)에 후술되는 바와 같이 긴급 기술 지원 사용, 긴급 수리 서비스, 긴급 고객 관리 서비스, VIVE 온라인 리소스를 포함합니다.

2. 적용 제품:

비즈니스 서비스는 다음의 VIVE 하드웨어 제품에만 적용됩니다: VIVE 시리즈(각각의 “제품”). 제품은 VIVE 브랜드가 표시된 헤드 마운티드 디스플레이(“헤드셋”)를 포함하며 다음의 장치 또한 포함할 수 있습니다: 제품 모델에 따라 HTC 공인 대리점 또는 HTC에서 직접 구매한 링크박스, 컨버터, 컨트롤러, 베이스 스테이션, VIVE Cosmos 익스터널 트래킹 플레이트 및 동일한 패키지 박스 내에 동봉된 액세서리(예: 케이블 및 전원 어댑터). VIVE 하드웨어 제품은 반드시 후술되는 바와 같이, HTC의 확인을 조건으로, 제품 구매 후 3개월 이내에 등록되어야 합니다(등록된 후에는 “적용 제품”).

비즈니스 서비스에 등록되고 난 후에는 적용 제품을 변경, 이전, 제거할 수 없습니다. 별도로 구매하셨거나 원래 VIVE 헤드셋과 동일한 패키지에 포함되지 않은 장치는 적용 제품이 아니며, 비즈니스 서비스의 적용 대상이 아닙니다.

3. 웹 등록 및 활성화:

비즈니스를 활성화하기 위해서는 먼저 <https://business.vive.com/warranty/> 에서 HTC 계정을 만들거나 기존 HTC 온라인 계정으로 로그인하여 비즈니스 서비스 활성화 키로 VIVE 제품을 등록해야 하며, 등록 및 활성화를 완료하려면 웹 온라인 안내를 따라 주시기 바랍니다. 구매하신 비즈니스 서비스를 유효한 환불 규정에 따라 환불하신 경우를 제외하면, 비즈니스 서비스가 활성화된 후에는 귀하의 HTC 계정으로부터 연결을 해제하거나 그 외의 방법으로 이전해서는 안 됩니다. 본 비즈니스 서비스 및 귀하의 VIVE 하드웨어 제품 구매에 대한 구매 증빙을 보관하시기 바랍니다. 비즈니스 서비스 프로그램의 적용 가능 여부를 확인하기 위해 구매 증빙이 요구될 수 있습니다.

4. 제한:

비즈니스 서비스는 비즈니스/기업 고객이 적절한 상용 목적으로만 구매할 수 있으며 개인 고객이 사용 또는 구매해서는 안 됩니다. HTC 는 개인 고객의 사용 목적 또는 불법적인 목적으로 구매한 비즈니스 서비스를 취소할 권리가 있습니다. 비즈니스 서비스는 적용 제품의 원래 구매자 또는 취득자만 사용하여야 하며 재판매, 유통, 그 외의 방법으로 이전해서는 안 됩니다. 비즈니스 서비스를 활성화하기 위해서는 적용 제품을 한 개 구매하셔야 합니다.

5. 전담 지원:

비즈니스 서비스는 적용 제품에 대한 온라인 채팅 지원 및 전담 이메일 지원을 포함합니다. 이메일은 보통 수신 후 1 영업일 내에 회신됩니다. 보다 자세한 사항은 <https://www.vive.com/kr/support/contactus/>에서 확인하실 수 있습니다.

6. 비즈니스 서비스 프로그램:

본 비즈니스 서비스 프로그램은 적용 제품에 한해서만 사용되어야 합니다. 제품 적합성은 HTC 의 단독 재량에 따라 결정되며 귀하의 적용 제품에 대한 제한 보증 기간에 한합니다. HTC 는 보증 외 제품 및 그 외의 부적합한 제품에 대하여 비즈니스 서비스 프로그램을 제공하지 않을 권리가 있습니다. 비즈니스 서비스 프로그램은 대한민국의 실제 주소에 대해서만 사용 가능합니다(사서함 사용 불가). 귀하의 수리 티켓 발급 시 받으신 모든 수리 지침을 준수하셔야 합니다. 귀하의 적용 제품을 인수한 후 긴급 진단 과정을 통해 적용 제품의 손상을 검토할 것입니다. 발견된 손상이 귀하의 제한 보증 적용 범위에 해당되면 HTC 의 단독 재량에 따라 수리되거나, 교환된 장치 또는 액세서리를 우선순위에 따라 무료로 배송해 드립니다. 발견된 손상이 귀하의 제한 보증 적용 범위에 해당되지 않고 제품에 대한 보증 외 수리가 가능한 경우, HTC 는 권장되는 수리를 진행할 것인지에 대한 승인을 받기 위해 귀하에게 연락을 드립니다. 또한, 수리되거나 교환된 장치 또는 액세서리는 HTC 의 단독 재량으로 견적을 승인받고 지불이 완료된 후 배송해 드립니다. 수리를 승인하지 않으시거나 보증 외 수리가 불가능한 경우, 또는 수리 견적에 10 일 내로 응답하지 않으시는 경우 HTC 는 서비스 요금을 부과할 수 있으며 수리되지 않은 적용 제품을 제공하신 주소로 반송할 것입니다.

7. 책임 제한:

적용 가능한 법령이 허용하는 최대 범위까지, 비즈니스 서비스는 시장성, 특정 목적에 대한 적합성, 침해 방지 등의 모든 종류의 명시적 또는 묵시적 보증을 제공하지 않습니다. 긴급 지원 및 수리 프로그램에 연관된 사항을 포함하여, 비즈니스 서비스와 연관된 HTC 의 모든 책임은 비즈니스 서비스 구매 시 지불한 가격을 초과할 수 없습니다. HTC 는 이익, 사업, 영업권의 손실이나 데이터의 사용, 손실, 변질, 또는 영업정지, 재산상의 손해, 비즈니스 서비스로 인해 발생하거나 어떠한 방식으로든 비즈니스 서비스와 연관되어 발생하는 모든 종류의 부수적, 결과적, 간접적, 특별, 징벌적 손상에도 책임을 지지 않으며, 이는 HTC 가 해당 손상에 대한 가능성을 고지받은 경우에도 적용됩니다. 일부 관할권에서는 이와 같은 제한을 허용하지 않으므로, 위의 제한 사항은 귀하에게 적용되지 않을 수 있습니다.

8. 적용 법령 및 장소:

본 약관은 법령 원칙의 선정에 관계없이 대한민국 법률의 지배를 받습니다. 전술한 바에도 불구하고 불법 행위 및 소비자 보호 규정 하의 청구에는 귀하의 거주 국가의 법률이 적용될 수 있습니다.

9. 완전 합의; 분리 가능성; 기타:

본 약관은 완전 합의를 제시하며 이 주제에 대한 이전의 모든 계약, 진술, 이해를 대체합니다. HTC 는 적합한 장치에 대한 이전 프로그램 참여에 관해 귀하가 이미 동의하신 약관에 수정 사항이 적용되지 않을 경우 본 약관을 때때로 수정할 권리가 있습니다. 본 약관의 일부 규정이 강제력이 없는 것으로 밝혀진 경우에도 기타 규정의 강제력에는 영향을 미치지 않습니다. HTC 의 미응답 또는 부작위는 본 약관에 명시된 HTC 의 권리를 포기하는 것으로 간주되지 않습니다.

VIVE 엔터프라이즈 비즈니스 제한 보증서

(VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series;
Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business
edition products 시리즈용)

대한민국

후술할 제한 보증서는 적용 제품의 원래 제품 패키지 내에 동봉된 제한 보증서보다 우선하며 그 내용을 대체합니다.

권리 및 의무 이해를 위하여 본 제한 보증서를 신중히 읽어 주시기 바랍니다.

HTC 제품 또는 액세서리를 사용하는 것은 본 제한 보증서를 수락 및 동의한 것으로 간주됩니다.

정의

다음의 정의는 본 VIVE 엔터프라이즈 비즈니스 제한 보증서("제한 보증서")에 적용됩니다:

- **"액세서리"**는 판매 시 "적용 제품"과 함께 박스 내에 포함된 부차적이거나 보조적인 부품을 의미합니다. HTC 에서 제조되었거나 HTC 제품용으로 제조되어 원래 공급 당시 부착된 "HTC" 또는 "VIVE" 등록상표, 상표명, 로고를 식별할 수 있는 부품인 경우 헤드셋 케이블, USB 3.0 케이블, DisplayPort 케이블, 전원 어댑터를 포함할 수 있습니다.
- **"적용 제품"**은 후술할 "본 제한 보증서가 포함하는 범위는?" 절에서 규정하는 의미를 가집니다.
- **"정상 사용 조건"**은 사용자 매뉴얼 및 제품 또는 액세서리와 함께 제공되거나 온라인에 게시된(www.vive.com/support) 지침에 따른 일반적인 사용을 의미합니다.
- **"제품"**은 공인 대리점 또는 HTC 에서 직접 구매한 다음 모델의 VIVE 브랜드가 표시된 헤드 마운티드 디스플레이(헤드셋) 를 의미합니다: VIVE 시리즈, 그 외 시리즈로 출시된 품목, 헤드셋과 동일한 패키지 박스에 포함되어 있을 수 있는 다음의 품목: 링크 박스, 컨버터, 컨트롤러, 베이스 스테이션, VIVE Cosmos 익스터널 트래킹 플레이트. 별도로 구매하셨거나 원래 헤드셋과 동일한 패키지에 포함되지 않은 품목은 본 문서에서 정의하는 "제품"이 아닙니다.
- **"대리점"**은 상업적 주체에게 직접 상품을 판매하는 사업체를 의미하며, 물리적 및/또는 온라인 상점을 보유한 사업체를 포함합니다.
- **"사용자 매뉴얼"**은 제품, 액세서리 또는 온라인에 게재된(www.vive.com/support) 사용자 지침 자료(예: 사용자 설명서, 빠른 시작 안내서, 안전 안내 문서)를 의미합니다.
- 적용 제품에 대한 **"보증 기간"**은 귀하가 공인된 대리점 또는 HTC 에서 직접 VIVE 하드웨어 제품을 구매하신 날로부터 24 개월을 또는 36 개월을 의미합니다.
- **"귀하"** 또는 **"귀하의"**는 제품을 사용하는 원래 구매자 및/또는 원래 사업체를 의미합니다.

본 제한 보증서를 제공하는 주체는?

본 제한 보증서는 타이완 타오위안시 330 타오위안구 싱화로 23 호에 소재한 HTC 코퍼레이션("HTC")이 귀하에게 승인합니다.

본 제한 보증서가 포함하는 범위는?

본 제한 보증서는 VIVE 하드웨어 제품 구매 3 개월 이내에 귀하의 HTC 엔터프라이즈 계정에 등록되어 HTC 가 승인한 제품과 동봉된 액세서리에 적용됩니다(등록된 후부터는 “적용 제품”). 귀하의 비즈니스 서비스에 등록되고 난 후에는 적용 제품을 변경, 이전, 제거할 수 없습니다.

본 제한 보증서는 적용 제품의 원래 제품 패키지 내에 동봉된 제한 보증서를 우선 및 대체합니다. 보증 기간 동안에 정상적 사용 조건에서 제품을 사용한 경우, HTC 는 적용 제품의 재료 및 제조에 결함이 존재하지 않음을 보증합니다.

본 제한 보증서는 오직 귀하에게만 제공되며 판매, 위임, 이전, 또는 적용 제품의 이후 구매자, 취득자, 그 외 타인에게 전부 또는 일부 증여해서는 안 됩니다.

영토

본 제한 보증서는 제품이 판매 및 구매하도록 의도된 대한민국 안에서만 유효성 및 강제성을 가집니다. 적용 제품은 HTC 의 단독 재량으로 본 제한 보증서에 따라 대한민국 내에서 수리 또는 교환을 위해서만 반환될 수 있습니다. 보증 서비스 이용과 대응 시간은 각 국가마다 다릅니다.

본 제한 보증서가 포함하지 않는 범위는?

본 제한 보증서는 적용 제품 이외에는 적용되지 않습니다. 따라서 비- HTC 장치 또는 소프트웨어(예: 소프트웨어 개발 키트(SDK) 및 안드로이드 애플리케이션 패키지(APK) 지원) 등에는 적용되지 않으며, 이는 HTC 나 제삼자 개발 여부와 관계없이 제품과 함께 사용하도록 의도되거나 표시된 경우에도 그러합니다. 제삼자 제조업체, 공급자 또는 출판사는 자체 제품에 보증을 제공할 수 있으며, 귀하가 서비스를 위해 직접 연락합니다.

구매한 적용 제품 관련, 본 제한 보증서는 다음의 경우 적용되지 않습니다:

1. 제품 또는 액세서리 일련번호, 날짜 코드, 수분 지표나 보증 표시(무효 라벨)가 제거, 삭제, 훼손, 변경되거나 불법인 경우;
2. 정상적 손상이나 마모로 인한 제품 또는 액세서리의 외관 상태 저하;
3. 오작동으로 일어난 장애가 아닐 경우, 얼굴 쿠션, AA/AAA 알카라인 건전지, 아케이드 익스텐션 팩키지 (20m), 끈, 손목 스트랩, 마운팅 키트, 이어폰 홀캡, 클리닝용 천, 보호 코팅 등 시간이 지남에 따른 상태 저하가 합리적으로 예측되는 소모품 부분;
4. 귀하나 다른 사람이 부적절하게 설치한 경우, 배터리 케이스나 셀의 봉인이 깨지거나 무단 변경의 증거가 있는 경우 또는 지정되지 않은 장비에 사용한 경우, 배터리가 유발한 오작동;
5. 제품 또는 액세서리의 결함이 아닌 전기 충격이나 기타 전류 문제로 발생한 오작동;
6. 사용자 매뉴얼이나 정상적 사용 조건을 준수하지 않은 사용;
7. 거친 사용; 야외 사용; 액체, 습기, 극도의 열이나 환경 조건, 또는 해당 조건으로의 급격한 변화에 노출; 침식; 산화;
8. 비공인 변경 또는 연결, 비공인 개봉, 비공인 부품 사용 수리 또는 비공인 인물이 진행하거나 비공인 지역에서 진행한 수리를 원인으로 하거나 그로부터 발생한 손상;
9. (소모품 부분의 결함을 포함하나 한정되지 않는) 오작동이 직접적으로 유발한 결함을 제외한, HTC 의 합리적 통제를 벗어난 사고, 자연현상 또는 기타 활동;

10. 제품 또는 액세서리 표면의 갈라짐 또는 긁힘 등 화면 또는 렌즈를 포함한 제품 또는 액세서리 표면의 물리적 손상;
11. 제품 또는 액세서리를 연결할 수 있는 컴퓨터 또는 기타 제품. HTC 는 제품 또는 액세서리 작동의 중단이나 에러가 없음을 보증하지 않습니다;
12. 운영체제 및/또는 펌웨어 등 제품에 설치된 소프트웨어에 업그레이드가 필요하고 해당 업데이트가 귀하에 의해 로드될 수 있는 경우;
13. 운영체제 변경 시도 실패를 포함하여, 해당 수정이 HTC 에 의해 공인, 허가, 그 외의 방법으로 인가되었다 하더라도 운영체제 및/또는 펌웨어가 변경된 제품;
14. 제품에서 케이블을 뽑거나 다른 방법으로 전원을 차단하여 발생한 오작동 또는 펌웨어 업데이트 중 귀하의 컴퓨터에 발생한 오작동;
15. HTC 가 승인 또는 제공하지 않거나 의도한 사용 외 다른 방법으로 사용된 부품과 같이 제품 또는 액세서리 사용 또는 해당 부품에 대한 제품 연결로 발생한 오작동이며, 결함이 제품 자체 오류가 아닌 경우. 비-HTC 부품의 사용은 본 제한 보증서를 무효로 만듭니다.

보증 서비스를 받는 방법은?

적용 제품의 오작동을 인지한 경우 다음과 같이 하십시오:

1. 문제를 파악하고 시정하기 위하여 www.vive.com/support 에서 이용 가능한 사용자 매뉴얼 및/또는 리소스를 참조합니다.
2. 사용자 매뉴얼 및/또는 www.vive.com에서 제공하는 리소스를 참조하여 문제를 해결할 수 없는 경우 <https://business.vive.com/warranty/> 에서 HTC 엔터프라이즈 계정에 로그인하여 HTC 고객 관리 부서에 도움을 요청하시기 바랍니다.
3. 대리점 또는 HTC 에 연락 시, 다음 정보를 준비하시기 바랍니다.
 - (1) 제품의 모델 및 일련번호.
 - (2) 주소 및 연락처.
 - (3) 제품 구매 관련 인보이스 원본, 영수증 또는 매도 증서. 본 제한 보증서에 따른 청구 제기 시 유효한 구매 증거를 반드시 제시합니다.

해당 단계의 완료 시, HTC 는 적용 제품 회수 방법 및 시간 관련 안내를 제공합니다. 보증 서비스를 위해 적용 제품을 HTC 에 반환하시기 전, 반드시 제품의 저장 매체에 저장된 귀하의 개인적인 디지털 데이터를 백업 및 삭제하셔야 합니다. HTC 및 HTC 공인 서비스 센터는 제품의 저장 매체에 저장된 어떠한 유형의 디지털 데이터 손실에도 책임을 지지 않습니다.

보증 기간 동안 제품 및 액세서리를 반환하고 본 제한 보증서 조건을 만족하는 경우, HTC 또는 위탁 파트너가 단독 재량으로 이를 수리하거나 대체합니다. 수리 또는 대체는 기능적으로 상응하는 재생 제품, 액세서리 및/또는 부품을 사용할 수 있습니다. HTC 또는 HTC 공인 서비스 파트너는 양호한 상태의 수리나 대체 제품 또는 액세서리를 귀하에게 회송합니다. 본 제한 보증서 조건에 따라 대체한 제품, 액세서리 또는 부속품이나 부품의 소유권은 HTC 가 가집니다.

HTC 가 제품 또는 액세서리의 부품을 수리 또는 대체하는 경우, 수리 또는 대체한 제품 또는 액세서리는 원래 보증 기간의 잔여분 또는 수리나 대체일로부터 3 개월, 두 기간 중 더 긴 기간 동안 보증이 지속됩니다.

제품 또는 액세서리 반환을 요청하는 대신, HTC 는 제한 보증서 의무를 충족하기 위하여 사용자-설치 부품의 직접 공급을 대신 선택할 수 있습니다. HTC 의 요청이 있을 경우 귀하는 비용을 지불하고 대체된 부품을 반환하는 데 동의합니다.

HTC 는 제품을 판매하고자 한 국가로 보증 품질 서비스를 제한할 권리를 보유합니다. HTC 는 귀하가 본 제한 보증서 상 구제 대상이 되기 위하여 해당 보증 기간 동안 감지한 오작동을 반드시 통보받아야 합니다. 위 절차를 따라 이를 요청받는 경우를 제외하고, HTC 에 직접적으로 제품 또는 액세서리를 배송하지 말아야 합니다. 보증 서비스를 위하여 제품 또는 액세서리를 반환할 필요가 있는 경우, 위 절차를 반드시 따릅니다.

책임 부인 및 기타 보증 및 권리의 제한

법령이 허용하는 범위 내에서 본 제한 보증 및 제시된 구제 수단은 배타적이며 구두, 서면, 법정, 명시 또는 묵시적 여부에 관계없이 일체의 다른 보증, 구제 및 조건을 대신합니다. HTC 는 일체의 법적 묵시적 보증을 부인하며, 이는 제한 없이 상품성과 특정 목적에 대한 적합성 보증 및 숨겨지거나 잠재적인 결함 관련 보증을 포함하여, 법령이 허용하는 범위까지입니다. 보증을 부인할 수 없는 한에서, HTC 는 그 보증 기간 및 구제 방법을 본 제한 보증 기간과 HTC 가 선택하는 본문에 기술된 수리나 대체 서비스로, 법령이 허용하는 범위에서 제한합니다.

책임 제한

본 제한 보증서가 제공한 사항을 제외하고 법령이 허용하는 최대한 범위까지, HTC는 어떤 종류의 부수적 또는 결과적 손실이나 손해에 책임을 지지 않으며, 이는 일실 이익 또는 상업 손실, 영업정지, 사업 정보 손실, 데이터 손실, 사생활 보호 손실 또는 기밀 손실 등을 포함하나 이에 한정되지 않습니다. 전술한 바에도 불구하고 구제 수단이 필수 목적 달성에 실패한 경우에도, 본 제한 보증서 규정상 HTC 및 공급자의 전체 책임은 법령이 허용하는 범위에서, 제품 및 액세서리 관련 소비자가 지불한 실제 금액으로 제한됩니다. 그 배제는 법령이 허용하는 범위 내에서 HTC가 해당 손해 가능성을 조언 받은 경우에도 적용됩니다.

분쟁

통지; 비공식적 분쟁 조정. 귀하와 HTC는 각 당사자가 타 당사자에 본 제한 보증서나 제품 또는 액세서리의 판매, 조건, 사용 또는 실행 관련 발생하는 부분 및 일체의 분쟁이나 청구(집합적으로, “분쟁”)를 발생일 최소 30일 이내 서면 통지하여, 당사자가 비공식적으로 분쟁을 성실하게 해결하도록 하는 데 동의합니다. HTC에 대한 통지는 이하 주소로 송달합니다: No. 88, Section 3, ZhongXing Road, Xindian District, New Taipei City 231, 대만. 귀하의 통지는 다음을 반드시 포함해야 합니다;(a) 성명, 우편 주소, 전화번호, HTC 계정에 사용하거나 사용했던 이메일 주소 또는 이와 다르거나 HTC 계정이 없는 경우 연락 가능한 이메일 주소,(b) 해당 일련번호와 함께 HTC VIVE 제품 또는 액세서리, 명확한 구매일자 정보를 포함한 구매 증빙, 분쟁 성격이나 근거의 합리적 세부 사항 기술 및(c) 청하는 특정 구제. 본사의 통지는

귀하의 HTC 계정에 사용하거나 사용했던 이메일 주소로 송달하며 이는 다음을 포함합니다;(a) 본사명, 우편 주소, 전화번호 및 분쟁 관련 연락 이메일,(b) 분쟁 성격이나 근거의 합리적 세부 사항 기술 및(c) 청하는 특정 구제. 귀하와 HTC가 해당 당사자의 통지 수령 후 30일 이내에 분쟁 해결 방법에 동의하지 않는 경우, 한 당사자가 적합하게 본 제한 보증서에 따라 법적 소송을 개시합니다. 한 당사자가 본 섹션의 내용을 준수하지 않더라도 그 당사자의 법정 기소권 행사를 제한하지 않습니다.

일반 규정

1. **준거법:** 본 제한 보증서에는 대한민국 법률이 적용됩니다.
2. **분리 가능성:** 이상에서 특정한 경우를 제외하고, 본 제한 보증서의 일부 규정이 무효이거나 강제력을 상실하는 경우에도 기타 규정의 강제력에는 영향을 미치지 않습니다.

VIVE 企業商務服務條款與條件及 VIVE 企業商務有限保固

(適用於 VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series; Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products 系列)

台灣

商務服務條款與條件

此針對 HTC VIVE 企業商務服務之條款與條件（下稱本「條款與條件」）是您與宏達國際電子股份有限公司及其關是企業（下稱「HTC」）之間的協議，內含您使用本條款與條件所述的 VIVE 企業商務服務或 HTC 自行考量決定提供的其他服務相關重要條款及資訊（「**商務服務**」）。請詳閱本條款與條件。**啟用您的商務服務即表示您接受本條款與條件。如果您不同意本條款與條件，請勿啟用您的商務服務。**

1. 服務範圍：

商務服務適用於單一對應的註冊涵蓋產品。商務服務購買人自涵蓋產品原始購買日起，享有 2 年或 3 年有限商務保固（詳見此處 [VIVE 企業商務有限保固](#)）。商務服務包括本條款與條件及 (www.vive.com/support) 規定的緊急使用技術支援、緊急維修服務、緊急客戶服務及 VIVE 線上資源。

2. 保固涵蓋產品：

商業服務僅適用於下列 VIVE 硬體產品：VIVE 系列（分別稱為「產品」）。本產品包括 VIVE 品牌的頭戴式顯示器（「頭戴式顯示器」），亦可能包括下列裝置：串流盒、轉換器、控制器、基地台及 VIVE Cosmos 可換式外部追蹤面板，視您自 HTC 授權零售商或 HTC 直接購買的產品型號及同一原始包裝盒內所附配件（例如電線及轉換器）而定。您的 VIVE 硬體產品須在購買後三 (3) 個月內依據下列規定進行註冊並經 HTC 確認（註冊後稱為「保固涵蓋產品」）。

一旦註冊商務服務，您不得變更、移轉或移除保固涵蓋產品。單獨購買或不含於 VIVE 頭戴式顯示器原始包裝盒內的裝置，非屬於保固涵蓋產品，且無資格獲得商務服務。您的 VIVE 硬體產品須在購買後三 (3) 個月內依據下列規定進行註冊並經 HTC 確認（註冊後稱為「保固涵蓋產品」）。

一旦註冊商務服務，您不得變更、移轉或移除保固涵蓋產品。單獨購買或不含於 VIVE 頭戴式顯示器原始包裝盒內的裝置，非屬於保固涵蓋產品，且無資格獲得商務服務。

3. 網路註冊與啟用：

為啟用您的商務服務，您須先在 <https://business.vive.com/warranty/> 上申請 HTC 帳戶或使用既有的 HTC 帳戶線上登錄，將 VIVE 產品與您的商務服務啟用金鑰一起註冊，按照網站的線上指示完成註冊並啟用。一旦啟用，除您依據有效的退貨政策退回所購買的商務服務外，您的商業服務不會與您的 HTC 帳戶失去連結或移轉。請保留此商務服務及您 VIVE 硬體產品的購買憑證。您可能需要取得購買憑證才能確認您商業服務計畫的資格。

4. 限制：

商務服務僅限由商務/企業客戶基於合法商業用途而購買，不供個人消費者使用或購買。如果基於個人消費者的或任何非法目的而購買，HTC 保留取消您的商務服務之權利。您的商務服務僅得由原始購買人或受讓人連接保固涵蓋產品使用，不得轉售、散布或以其他方式移轉。您需購買一項保固涵蓋產品才能啟用您的商務服務。

VIVE 企業商務二/三年有限保固書

(適用於 VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, VIVE Flow series, VIVE XR series; Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products 系列)

台灣

以下定義適用於此 VIVE 企業商務有限保固 (「有限保固」):

- 「**配件**」是指銷售時包裝在「保固涵蓋產品」包裝盒內的附屬或輔助配件，可能包括：頭戴式顯示器連接線、USB 3.0 電線、DisplayPort 電線及轉換器；但須為 HTC 製造或委託製造，並可經由原始供應組件上所貼的「HTC」或「VIVE」商標、商品名稱或標章識別者。
- 「**保固涵蓋產品**」具有下列題為「本有限保固書涵蓋範圍」條文中所述之意義。
- 「**正常使用情況**」是指依據使用者手冊及產品或 www.vive.com/support 線上公告的說明書上所稱的一般使用。
- 「**產品**」是指自 HTC 授權零售商或直接自 HTC 購買的 VIVE 品牌頭戴式顯示器 (頭戴式顯示器)：VIVE 系列及其他系列化產品 (若有)，與頭戴式顯示器一起包裝在同一包裝盒內者，其中可能包括：串流盒、轉換器、控制器、基地台及 VIVE Cosmos 可換式外部追蹤面板。單獨購買或不包括在含有頭戴式顯示器的原始包裝盒內的物品，則非此處定義的「產品」。
- 「**零售商**」是指直接向商業法人銷售商品的企業，包括具有實體及/或線上商店的企業。
- 「**使用者手冊**」是指與產品或配件包裝在一起或線上 (www.vive.com/support) 公告的使用者說明書資料 (例如使用者指南、快速入門指南及安全指南文件)。
- 保固涵蓋產品的「**保固期限**」是指自授權零售商或 HTC 直接購買 VIVE 硬體產品之日起 (24) 個月或 (36) 個月。
- 「**您**」是指原始購買人及/或使用產品的原始商業實體。

誰提供此有限保固？

宏達國際電子股份有限公司 (地址：330 台灣桃園市桃園區興華路 23 號「HTC」) 提供此有限保固。

本有限保固書適用於在購買後三 (3) 個月內註冊到您的 HTC Enterprise 帳戶並經 HTC 確認的 VIVE 硬體產品及附隨配件 (註冊後稱為「保固涵蓋產品」)。保固涵蓋產品一經註冊到您的商務服務，您即無法變更、移轉或移除該產品。

本有限保固書取代並更替保固涵蓋產品原始產品包裝中的任何有限保固書。

HTC 保證，在保固期間內，若在正常使用情況下使用，受保固產品並無材料及做工上的瑕疵。

本有限保固僅提供給您本身適用，不得出售、轉讓、移轉或全部或部分提供給保固涵蓋產品的任何後續買受人或受讓人或任何其他人。

本有限保固書僅適用於保固涵蓋產品，因此，不適用於任何非 HTC 設備或任何軟體 (例如軟體開發工具包 (SDK) 及 Android 應用程式包 (APK) 支援)，無論是否為 HTC 或第三人開發者，即使其目的或標示為供產品一起使用，亦同。第三方製造商、供應商或發行商可能針對本身產品提供保固，您可以直接聯繫廠商尋求維修服務。

即使就保固涵蓋產品而言，本有限保固書亦不適用於下列情況：

1. 產品或配件的序號、日期代碼、水標、保固封條 (有效標章) 遭到移除、擦除、污損，或經塗改或無法辨識；
2. 產品或配件因正常損耗產生之外觀損劣；
3. 消耗性零件，例如臉部靠墊、AA/AAA 鹼性電池、20 米 延長套組、吊繩、腕帶、安裝套件、耳機孔蓋、清潔布或保護塗層，這些部分皆會隨著時間逐漸耗損。因故障所造成的無法使用則不在此限；

4. 您或其他人未正確安裝電池、電池外殼或電池破損或顯示竄改跡象，或用於非指定用途的設備，而造成電池故障；
5. 非產品或配件瑕疵，而是由電壓突波或其他電流問題引起的機能失常；
6. 未遵循使用者手冊或非在正常使用情況下使用；
7. 粗暴對待、在戶外使用、暴露於液體、潮濕或極端酷熱或環境條件下，或在該環境條件下遇快速變化、腐蝕或氧化；
8. 未經授權的修改或連結，或未經授權的打開、使用未經授權的備用零件進行維修，或由未經授權的人員或在未經授權的地點進行維修所造成的損壞；
9. 意外、自然力量、或其他 HTC 合理控制範圍以外的行為（包括但不限於耗材的瑕疵），但機能失常直接造成之瑕疵除外。
10. 產品或配件表面的物理性損壞，包括但不限於產品或配件表面（包括任何螢幕或鏡頭）的裂縫或刮痕；
11. 產品或配件可能連接的任何電腦或其他產品。HTC 不保證產品或配件之運作不中斷或無錯誤；
12. 產品加載的軟體（包括但不限於作業系統及/或韌體）需要升級，若您可自行載入該軟體更新；
13. 作業系統及/或韌體已遭變更的產品，包括任何嘗試變更作業系統但未成功的情況，無論 HTC 是否授權、核准或以其他方式同意該項變更；
14. 在韌體更新過程中因自產品或電腦拔除電線或以其他方式關閉電源所導致的故障；
15. 將產品或配件用於或連接至非 HTC 認可或提供之配件，或非按照預定用途使用產品，所導致的機能失常，且該瑕疵非產品本身不良所造成。使用非 HTC 配件可能導致本有限保固失效。

如果保固涵蓋產品出現故障，您應該採取下列措施：

1. 參考 www.vive.com/support 上的使用者手冊及/或資源，以找出並修正問題。
2. 如果無法透過參考使用者手冊及/或 www.vive.com 上提供的資源解決問題，請透過 <https://business.vive.com/warranty/> 登入 HTC 企業帳戶，以取得聯絡 HTC 客戶服務部尋求協助的更多說明。
3. 當您聯絡零售商或 HTC 時，請務必提供以下資訊：
 - (1) 產品的機型和序號。
 - (2) 您的完整地址與聯絡資訊。
 - (3) 購買產品的原始發票、收據或銷售單據的複本。您依據有限保固提出任何請求時，必須檢附有效的購買證明。

完成這些步驟後，HTC 將提供有關如何及何時寄回保固涵蓋產品的說明。在將保固涵蓋產品寄回 HTC 進行保固服務前，您須備份並刪除儲存在產品儲存媒體上的個人數位資料。產品儲存媒體上儲存的任何種類數位資料如有任何遺失，HTC 與 HTC 授權服務中心概不負責。

若您在保固期內寄還產品或配件，並符合本有限保固條款與條件，HTC 或其授權代理商將依自身裁量選擇維修或更換。維修或更換得使用功能相同的翻新產品、配件或零件。HTC 或 HTC 授權服務合作夥伴會將維修或更換後狀況良好的產品或配件寄還給您。依本有限保固條款更換下來的任何產品、配件或零組件，均為 HTC 的財產。

若 HTC 已維修或更換產品或配件，該等經維修或更換之產品或配件的保固期間，為原保固期間的剩餘時間，或為維修或更換之日起三 (3) 個月，以期間較長為準。

除了請您寄還產品或配件外，HTC 得選擇直接提供使用者可自行安裝的零件，以履行有限保固義務。如果 HTC 提出要求，而您同意自費寄回更換後的零件。

HTC 保留將保固服務限於預定銷售產品的國家/地區之權利。在相關保固期間內發現任何機能失常時，請您務必通知 HTC，如此您方有資格在本有限保固下要求任何救濟。請勿任意將您的產品或配件直接寄還 HTC，除非您已完成前述步驟並被要求寄還。若您必須寄還產品或配件以取得保固服務，請務必遵循前述步驟。