



HTC VIVE FLOW

GARANTÍA / GARANTIE / WARANTI / WARRANTY / वारंटी

保証書 / 保固書 / 보증서 / การรับประกัน / الضمان المحدود

- ANZ - HTC LIMITED WARRANTY – VIVE FLOW PRODUCT.....
- Canada - HTC LIMITED WARRANTY – VIVE FLOW PRODUCT.....
- Canada French - GARANTIE LIMITÉE DE HTC VIVE FLOW.....
- Malaysia - HTC VIVE FLOW PRODUK WARANTI TERHAD.....
- Singapore - HTC VIVE FLOW PRODUCT LIMITED WARRANTY.....
- United States - HTC LIMITED WARRANTY – VIVE FLOW PRODUCT.....
- 日本国 - HTC VIVE FLOW 製品限定保証.....
- 대한민국 - HTC VIVE FLOW 제품 제한 보증서.....
- 香港 - HTC VIVE FLOW 產品有限保固書.....
- 台灣 - 宏達國際電子股份有限公司 VIVE FLOW 產品有限保固書.....
- ประเทศไทย - การรับประกันของ HTC VIVE FLOW.....
- इंडिया - HTC VIVE FLOW उत्पाद परिसीमित वारंटी वर्णन.....
- Deutschland - HTC VIVE FLOW PRODUKT - 2 JAHRE EINGESCHRÄNKTE GARANTIE.....
- España - 2 AÑOS GARANTÍA LIMITADA DE HTC VIVE FLOW Producto.....
- France - 2 ANS GARANTIE LIMITÉE HTC VIVE FLOW PRODUIT.....
- Italia - 2 ANNI GARANZIA LIMITATA HTC VIVE FLOW PRODOTTO.....
- Middle East - HTC VIVE FLOW PRODUCT - 2 YEAR LIMITED WARRANTY.....
- Polska - 2 LATA OGRANICZONA GWARANCJA HTC VIVE FLOW PRODUKT.....
- Российская Федерация - ОГРАНИЧЕННАЯ ГАРАНТИЯ ДЛЯ HTC VIVE FLOW.....
- South Africa - HTC VIVE FLOW PRODUCT - 2 YEAR LIMITED WARRANTY.....
- United Kingdom - HTC VIVE FLOW PRODUCT LIMITED WARRANTY.....

الشرق الأوسط وجنوب أفريقيا - الضمان المحدود المدة من.....

THIS PRODUCT IS FOR PERSONAL, NON-COMMERCIAL USE ONLY.
WARRANTY COVERAGE IS VOID IF USED FOR COMMERCIAL OR NON-PERSONAL PURPOSES (INCLUDING BUT NOT LIMITED TO: RENTAL, PAY-PER-PLAY, ARCADE ... ETC.)
IF PRODUCT IS REQUIRED FOR COMMERCIAL USE, PLEASE CONTACT OUR VIVE ENTERPRISE FOR MORE DETAILS [HTTPS://BUSINESS.VIVE.COM/](https://business.vive.com/).

ESTE PRODUCTO ES PARA USO EXCLUSIVAMENTE PERSONAL Y NO COMERCIAL, LA COBERTURA DE GARANTÍA ES NULA SI SE UTILIZA PARA PROPÓSITOS COMERCIALES.
SI EL PRODUCTO ES NECESARIO PARA USO COMERCIAL, CONTACTE A NUESTRA EMPRESA VIVE PARA OBTENER MÁS DETALLES [HTTPS://BUSINESS.VIVE.COM/](https://business.vive.com/).

CE PRODUIT EST RÉSERVÉ À UNE UTILISATION PERSONNELLE ET NON COMMERCIALE SEULEMENT. LA GARANTIE EST NULLE SI UTILISÉ À DES FINS COMMERCIALES.
SI LE PRODUIT EST REQUIS POUR UN USAGE COMMERCIAL, VEUILLÉ CONTACTER NOTRE ENTREPRISE VIVE POUR PLUS DE DÉTAILS [HTTPS://BUSINESS.VIVE.COM/](https://business.vive.com/).

本製品は個人的な使用かつ家庭での使用を目的としており、商業的な使用や家庭以外での使用、非個人的な使用はいかなる場合も保証の対象外となります。
製品が商用利用に必要な場合、詳細については VIVE ENTERPRISE にお問い合わせください [HTTPS://BUSINESS.VIVE.COM/](https://business.vive.com/)。

本產品僅適用於家庭娛樂/個人使用
任何商業目的性質的使用，或是非家庭娛樂/非個人的使用，將使本保固失效。
如果需要將該產品用於商業用途，請聯繫我們的 VIVE 企業以獲取更多詳細信息，網址為 [HTTPS://BUSINESS.VIVE.COM/](https://business.vive.com/)。

본 제품은 사용자 가정용으로, 보증 범위는 공공 또는 상업용으로, 사용한 경우 무효가 됩니다 (다음을 포함하나 이에 한정되지 않음: 임대, 유료, 오락실, 교육 등.)
제품이 상업용으로 필요한 경우 자세한 내용은 VIVE 엔터프라이즈에 문의하십시오. [HTTPS://BUSINESS.VIVE.COM/](https://business.vive.com/).

यह उत्पाद केवल निजी घरेलू उपयोग के लिए ही है। वारंटी की सुरक्षा अमान्य हो जाएगी, यदि उपयोग किया जाता है वाणिज्यिक उद्देश्यों के लिए। सहित, परंतु परिसीमित नहीं कियाये पर देना, पे-पर-प्ले, आर्केड, शिक्षा ... आदि।
यदि उत्पाद व्यावसायिक उपयोग के लिए आवश्यक है, तो कृपया हमारे विवरणों के लिए कृपया संपर्क करें
[HTTPS://BUSINESS.VIVE.COM/](https://business.vive.com/)

ผลิตภัณฑ์นี้สำหรับใช้ส่วนบุคคลเท่านั้น ไม่ใช่ เพื่อการค้า สิทธิคุ้มครองตามกฎหมายฉบับนี้จะไม่เป็นประโยชน์หากมีการใช้เพื่อวัตถุประสงค์ทางการค้า (รวมถึง แต่ไม่จำกัดเฉพาะ: การเช่า การจ่ายต่อการเล่นแต่ละครั้ง อาร์เคด) หากผลิตภัณฑ์จำเป็นสำหรับการใช้งานในเชิงพาณิชย์โปรดติดต่อองค์กรที่มีอยู่ของเราสำหรับรายละเอียดเพิ่มเติม
[HTTPS://BUSINESS.VIVE.COM/](https://business.vive.com/)

PRODUK INI ADALAH UNTUK KEGUNAAN PERIBADI DAN BUKAN KOMERSIAL SAHAJA. PERLINDUNGAN WARANTI TERBATAL JIKA DIGUNAKAN UNTUK TUJUAN KOMERSIAL (TERMASUK TETAPI TIDAK TERHAD KEPADA: SEWA, BAYAR SETIAP MAIN, ARKED ... DSB.) JIKA PRODUK DIPERLUKAN UNTUK PENGGUNAAN KOMERSIAL, SILA HUBUNGI USAHA VIVE KAMI UNTUK MAKLUMAT LANJUT [HTTPS://BUSINESS.VIVE.COM/](https://business.vive.com/).

هذا المنتج مخصص للاستخدام الشخصي الغير التجاري فقط. ويبطال الضمان إذا تم استخدامه لأغراض تجارية (بما في ذلك، ذكرًا لا حصراً: التأجير والدفع مقابل اللعب والدفع عبر ماركيتات اللعب الكومبيوترية، وما إلى ذلك).
[HTTPS://BUSINESS.VIVE.COM/](https://business.vive.com/) لمزيد من التفاصيل VIVE إذا كان المنتج مطلوباً للاستخدام التجاري، فيرجى الاتصال بمؤسسة

HTC VIVE FLOW PRODUCT - LIMITED WARRANTY

Australia, New Zealand

EASE 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 THE LIMITED WARRANTY, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER BELOW. OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN AND NEW ZEALAND CONSUMER LAW; YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND FOR COMPENSATION IN 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 THAT YOU MAY HAVE AS THE CONSUMER UNDER A LAW IN RELATION TO THE GOODS OR SERVICES TO WHICH THE WARRANTY RELATES.

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. **"Accessory" or "Accessories"** means other secondary component(s) that are supplied with the Product at the time of sale and included in the box, which may include the Headset cable, provided that these Accessories were manufactured by or for HTC and can be identified by the "VIVE" or "HTC" trademark, trade name, or logo affixed to the to the component, if present, as originally supplied.
2. **"Normal Use Conditions"** means common end-user use under normal home conditions in accordance with the User Manuals (User Manual as defined below) and instructions provided with the Product or Accessory or posted on-line (www.vive.com/support).
3. **"POP"** means the Proof of Purchase document for the original sales of this Product, it may be the Sales Invoice or Receipt issued by HTC or HTC authorized Retailers.
4. **"Product"** means the HTC VIVE FLOW virtual reality system, which includes the head mounted display, provided in the box at the time of original purchase from an authorized Retailer or directly from HTC.
5. **"Retailer"** means a business that sells Product directly to end users, including those with a physical and/or online presence.
6. **"User Manual"** means the user instruction materials (e.g. user guide, quick start guide and safety guide documents) packaged with the Product or Accessory or posted on-line.
7. **"Warranty Period for Product and Accessories"** means twenty-four (24) months from the date You purchased the Product from HTC authorized Retailer or directly from HTC.
8. **"You"** or **"Your"** means the original purchaser and/or original end-user of the Product.

WHAT IS COVERED BY THIS LIMITED WARRANTY?

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

is 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 Product or Accessory or any other person. Consumer guarantees and statutory warranties may provide you with additional or different legal rights.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

is Limited Warranty does not apply other than to the Product or Accessory. 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. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

IN ADDITION WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:

1. If the Product or Accessory serial number, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. to consumable parts, such as Lanyards, AA Alkaline batteries and 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 seal of the battery enclosure or the battery pack is broken or show evidence of 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 use for commercial purposes, as the Product is intended only for personal entertainment purposes;
9. to damage caused by or resulting from modifications or non-warranty repairs;
10. 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;
11. to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surfaces of the Product or Accessory, including any screen or lens;
12. to any computer or other product to which the Product may connect. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
13. where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
14. 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;
15. to malfunctions caused by unplugging any cable from or otherwise powering off the Product or your computer during a firmware update; or
16. to malfunctions caused by the use of the Product or Accessory with or connection of the 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.

RETURN

is Limited Warranty is valid and enforceable only in Australia or New Zealand where the Product is intended to be sold. A Product or Accessory can only be returned for repair under this Limited Warranty in the country where it was purchased. Warranty service availability and response time may vary from country to country. Service availability may also be the subject of a consumer guarantee or statutory warranty in the case of consumer sales.

HOW DO I OBTAIN WARRANTY SERVICE?

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

1. Refer to the user manual and/or resources available at www.vive.com 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 visit www.vive.com/au/support or www.vive.com/nz/support for further information on contacting HTC customer care for assistance.
3. If the Product and/or Accessory need to be returned to HTC for further analysis or repair, please be sure to have the following information available before You contact HTC customer care.
 - a. The model and serial number of the Product or Accessory.
 - 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 POP (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 the Product or Accessory should be returned. You may be responsible for costs in connection with the return of the Product or Accessory to the Retailer or HTC.

When returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information, and/or removable memory from the Product, such as micro SD memory card. HTC is not responsible for damage to or loss of any programs, data, images, personal information, digital assets, or movable storage media. DURING THE NORMAL REPAIR PROCESS, THE CONTENTS OF THE PRODUCT WILL LIKELY BE ERASED, INCLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. At HTC's sole discretion, the Product or Accessory may be returned to You in either the original configuration or as updated to the newest available software.

When returning any Product for service, You will need to remove and retain Accessories or detachable components on the Product (such as the Micro-SD memory card) unless You are requested by HTC to return Accessories with the Product. In the event You fail to retain Accessories or such detachable components on e Product, they may not be returned to You and HTC will not be responsible for their loss.

You return the 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. The Retailer or HTC 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.

HTC repairs or replaces the Product, the repaired or replaced Product 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.

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

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

CLAIMS 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, 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

TO THE EXTENT AS PROVIDED IN THIS 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 THE CUSTOMER 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

EASE 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.

IF 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 of 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 (the 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).

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 attempts 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, on or 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:

1. 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, have 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;
2. where the Product was purchased in New Zealand, according to the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc., 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 Auckland, and the courts of New Zealand have 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 case of Australia) in the *International Arbitration Act 1974* (Cth) and uniform State and Territory commercial arbitration acts, or (in the case of New Zealand) in the *Arbitration Act 1996* (NZ), the arbitrator will have the authority to grant any remedy that would otherwise be available in court, provided that the arbitrator's award must 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 (in the case of Products purchased in Australia) or (in the case of Products bought in New Zealand) Auckland, rather than an arbitrator.

Rules of DADR bodies. The rules of the Australian Disputes Centre (ADC) Rules for Domestic Arbitration (in Australia) and the Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc (in New Zealand) are 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.

Enforceability 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 (in the case of Products purchased in Australia) and New Zealand (in the case of Products purchased in New Zealand), 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.

HTC LIMITED WARRANTY – VIVE FLOW PRODUCT

inada

EASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. NOT APPLICABLE TO RESIDENTS OF QUÉBEC: THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER.

USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER BELOW. IF YOU DO NOT ACCEPT THIS LIMITED WARRANTY, DO NOT USE YOUR PRODUCT OR ACCESSORY. INSTEAD, PLEASE RETURN IT TO THE RETAILER FROM WHOM YOU PURCHASED IT WITHIN THE RETAILER'S RETURN PERIOD. ARRRARY COVERAGE IS VOID IF USED FOR COMMERCIAL PURPOSES.

DEFINITIONS

The following definitions apply to this Limited Warranty:

9. "Accessory" or "Accessories" means a secondary or auxiliary element included in the box with the "Product" at the time of sale and may include without limitation: headset cable, USB cable, Display port cable and Power adapter 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.
10. "Normal Use Conditions" means common use under normal home conditions that is in accordance with the user manual and instructions provided with the Product or Accessory or posted online.
11. "Product(s)" means the HTC VIVE FLOW virtual reality system purchased from an authorized Retailer, which includes in a kitted system the following: the VIVE FLOW Headset, VIVE FLOW Link Box, Base Station and VIVE FLOW Controllers.
12. "Province" means a Province of Canada, Yukon, Northwest Territories and Nunavut.
13. "Resident of Québec" means residents of Québec who enter into a contract to which the Consumer Protection Act (Québec) applies.
14. "Retailer" means a business that sells goods directly to end users, including those with a physical and/or online presence.
15. "Warranty Period" means twelve (12) months from the date You purchased the Product from an authorized Retailer.
16. "You" or "Your" means the original purchaser and/or original end-user of the Product.

WHAT IS COVERED BY THIS LIMITED WARRANTY?

During the Warranty Period HTC warrants that the Product or Accessory 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 Product or Accessory or any other person. This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from Province to province.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty does not apply other than to the Product or Accessory. 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. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:

17. if the Product or Accessory serial number, or the date code, or the water indicator has been removed, erased, defaced, or altered, or is illegible;
18. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
19. to consumable parts, such as lanyards, AA alkaline battery, clean cloth or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction;
20. 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 tampering;
21. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
22. to use not in accordance with the user manual or not under Normal Use Conditions;
23. to rough handling; use outdoors; exposure to liquids, liquid damage, dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
24. to use for commercial purposes, as the Product is intended only for personal entertainment purposes;
25. to damage caused by or resulting from modifications or non-warranty repair;
26. 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;
27. to physical damage to the Product or Accessory, in whole or in part, but not limited to cracks or scratches on the surfaces of the Product or Accessory, including any screen or lens;
28. to any product or other product to which the Product may connect. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
29. where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
30. 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;
31. to malfunctions caused by unplugging any cable from or otherwise powering off the Product, or your computer during any firmware update; or
32. to malfunctions caused by the use of the Product or Accessory with or connection of the 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.

WARRANTY

This Limited Warranty is valid and enforceable only in Canada. A Product or Accessory can only be returned for repair under this Limited Warranty in Canada. Warranty service availability and response time may vary from country to country.

HOW DO I OBTAIN WARRANTY SERVICE?

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

4. Refer to the user manual and/or resources available at www.vive.com/support in order to identify and correct the problem.
5. If the problem cannot be resolved by reference to the user manual and/or resources available at www.vive.com, You should contact the Retailer from which You purchased the Product or Accessory or visit www.vive.com/support for further information on contacting HTC customer care for assistance.
6. 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 or Accessory.
 - 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 the Product or Accessory should be returned. Unless otherwise instructed, You may be responsible for costs in connection with the return of the Product or Accessory to HTC. Before returning the 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.

HTC warrants that the Product or Accessory 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 Product or Accessory or any other person. This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from Province to province.

HTC repairs or replaces the 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.

After that time, if You return the 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 the Product or Accessory 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 the 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 the Product or Accessory for warranty service, the steps above must be followed.

CLAIMER 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 implied warranties, so the above limitation may not apply to You.

NOT APPLICABLE TO RESIDENTS OF QUÉBEC

MITIGATION OF LIABILITY

CEPT 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 OR ACCESSORY. 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.

NOT APPLICABLE TO RESIDENTS OF QUÉBEC

AGREEMENT TO ARBITRATE DISPUTES

EASE 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).

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 attempts 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, 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) the email, 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 provision 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 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.

Irrevocability 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 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, or description of Accessory. These numbers may be found on the packaging and on the Product or Accessory. You must send Your written notice to HTC Legal, 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

4. **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.
5. **Governing Law:** Not applicable to residents of Québec: 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.
6. **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, Kinghua Road, Taoyuan District, Taoyuan City, 330, Taiwan.

GARANTIE LIMITÉE DE HTC VIVE FLOW

inada - Français

IL/ELLEZ LIRE ATTENTIVEMENT LA PRÉSENTE GARANTIE LIMITÉE POUR COMPRENDRE VOS DROITS ET VOS OBLIGATIONS. NE S'APPLIQUE PAS AUX RÉSIDENTS DU QUÉBEC : CETTE GARANTIE LIMITÉE CONTIENT UNE CLAUSE D'ARBITRAGE OBLIGATOIRE AVEC UNE RENONCIATION À UN RECOURS COLLECTIF. L'UTILISATION DE VOTRE PRODUIT OU ACCESSOIRE HTC, VOUS ACCEPTEZ LES MODALITÉS DE LA GARANTIE LIMITÉE, Y COMPRIS LA CLAUSE D'ARBITRAGE OBLIGATOIRE ET LA RENONCIATION À UN RECOURS COLLECTIF CI-APRÈS. SI VOUS REUSEZ LES MODALITÉS DE CETTE GARANTIE LIMITÉE, VEUILLEZ NE PAS UTILISER VOTRE PRODUIT OU ACCESSOIRE. VEUILLEZ PLUTÔT LE RETOURNER CHEZ LE DÉTAILLANT QUI VOUS L'A VENDU DURANT LA PÉRIODE DE RETOUR DU DÉTAILLANT.

COUVERTURE DE LA GARANTIE SERA ANNULÉE SI LE PRODUIT EST UTILISÉ À DES FINS COMMERCIALES.

DEFINITIONS

Les définitions suivantes s'appliquent à la présente Garantie limitée :

1. Les termes « Accessoire » ou « Accessoires » renvoient aux éléments secondaires ou auxiliaires contenus dans la boîte du « Produit » au moment de la vente, ce qui peut être notamment: Câble Headset, USB cable, Display port cable et Adaptateur Secteur (Power Adapter), à condition que le composant en question ait été fabriqué par ou pour HTC et puisse être identifié par la marque, l'appellation ou le logo « HTC » ou « VIVE » figurant sur le composant initial.
2. L'expression « Conditions d'utilisation normale » renvoie à l'utilisation courante en vertu du manuel de l'utilisateur et des directives accompagnant le Produit ou l'Accessoire ou affichés en ligne.
3. Le terme « Produit(s) » renvoie au système de réalité virtuelle HTC VIVE FLOW acheté auprès d'un Détaillant agréé, et inclut, dans la trousse du système : le Casque VIVE FLOW (VIVE FLOW Headset), Boîtier de liaison VIVE FLOW (VIVE FLOW Link Box), Base Station et la Contrôleur VIVE FLOW (VIVE FLOW Controllers).
4. Le terme « Province » peut signifier une province canadienne, le Yukon, les Territoires du Nord-Ouest et le Nunavut.
5. L'expression « Résident du Québec » renvoie aux résidents du Québec qui concluent un contrat auquel s'applique la Loi sur la protection du consommateur (du Québec).
6. Le terme « Détaillant » signifie une entreprise qui vend des biens directement aux utilisateurs finaux, et incluent les entreprises qui ont une présence physique ou en ligne.
7. L'expression « Période de garantie » signifie douze (12) mois à compter de la date de Votre achat du Produit auprès d'un Détaillant agréé.
8. Les termes « Vous », « Votre » et « Vos » renvoient à l'acheteur initial ou au premier utilisateur final du Produit.

QUI EST COUVERT PAR LA PRÉSENTE GARANTIE LIMITÉE

Pendant la Période de garantie, HTC garantit que le Produit ou l'Accessoire fonctionnera correctement s'il est utilisé dans des Conditions normales.

- Jika masalah tidak dapat diselesaikan dengan rujukan kepada manual pengguna dan/atau sumber yang boleh didapati di www.vive.com, Anda perlu menghubungi Peruncit yang anda beli Produk atau Aksesori daripadanya atau lawati www.vive.com/sea/support/ untuk maklumat lanjut tentang menghubungi khidmat pelanggan HTC untuk bantuan. Hanya HTC atau pusat perkhidmatan berdaftar HTC harus melaksanakan perkhidmatan pada Produk atau Aksesori.
 - Apabila anda menghubungi peruncit atau HTC, sila pastikan anda mempunyai maklumat berikut:
 - Model dan nombor siri Produk atau Aksesori.
 - Alamat penuh dan maklumat perhubungan anda.
 - Satu salinan invoice, resit atau bil jualan untuk pembelian Produk asal. Anda mesti menunjukkan bukti pembelian yang sah ketika membuat sebarang tuntutan berkenaan Waranti Terhad ini.
- telah langkah ini selesai, HTC akan memberikan Anda arahan berkenaan cara dan masa Produk atau Aksesori perlu dikembalikan. Anda mungkin bertanggungjawab terhadap kos berhubung dengan pengembalian Produk atau Aksesori kepada HTC.
- a) Anda mengembalikan Produk atau Aksesori semasa Tempoh Waranti dan ia memenuhi terma Waranti Terhad ini, HTC atau ejen berdaftarnya akan membuat budi bicaranya. Pembalikan atau penggantian mungkin melibatkan penggunaan Produk dan/atau bahagian yang dibaik pulih ng setara fungsinya. Peruncit atau HTC akan mengembalikan Produk atau Aksesori gantian atau yang dibaik kepada Anda dalam keadaan yang baik. Mana-mana Produk, Aksesori atau bahagian atau komponen selepas itu yang digantikan di bawah terma Waranti Terhad ini menjadi hak milik HTC.
- a) HTC mengambil atau menggantikan Produk, Produk yang dibaik atau diganti harus terus dijamin untuk baki masa Tempoh Waranti asal atau selama tiga (3) bulan dari tarikh pembalikan atau penggantian, yang mana lebih lama.
- r) b) rbanding menghendaki Anda mengembalikan Produk atau Aksesori, HTC sebaliknya mungkin memilih untuk membeakikan bahagian boleh dipasang pengguna secara terus kepada Anda untuk memenuhi kewajipan Waranti Terhad. Anda sebaliknya bersetuju untuk mengembalikan bahagian yang digantikan jika diminta eh HTC.

Anda mesti dimaklumkan tentang pincang tugas yang dapat dilihat semasa Tempoh Waranti berkenaan supaya Anda layak mendapat remedi di bawah Waranti Terhad. Jangan hantar Produk atau Aksesori Anda secara terus kepada HTC melainkan anda diminta berbuat demikian apabila mengikut langkah di atas. Jika Anda rlu mengembalikan Produk atau Aksesori untuk perkhidmatan waranti, langkah di atas mesti diikuti.

NGEHADAN LIABILITI
ELAINAKAN SEPERTI YANG DISEDIAKAN SEBALIKNYA DALAM WARANTI INI, HTC HANYA AKAN BERTANGGUNGJAWAB TERHADAP KEHILANGAN ATAU KEROSAKAN YANG ANDA TANGGUNG AKIBAT PELANGGARAN WARANTI TERHAD OLEH HTC. JIKA KEHILANGAN ADALAH AKIBAT PELANGGARAN INI YANG BOLEH DIRAMAL, IMI TIDAK BERTANGGUNGJAWAB TERHADAP KEHILANGAN TIDAK LANGSUNG YANG TERJADI SEBAGAI KESAN SAMPIANGAN KEHILANGAN ATAU KEROSAKAN UTAMA DAN YANG TIDAK DIRAMAL OLEH ANDA DAN HTC TERMASUK TETAPI TIDAK TERHAD PADA KEHILANGAN UNTUNG ATAU KEHILANGAN KOMERSIAL, GANGGUAN RNIAGAAN, KEHILANGAN MAKLUMAT PERNIAGAAN, KEHILANGAN DATA, KEHILANGAN PRIVASI ATAU KEHILANGAN KERAHSIAAN.
ALAU APA JUA YANG DISEBUT DI ATAS DAN WALAUPUN SEBARANG REMEDI GAGAL UNTUK MENYAMPAIKAN TUJUAN UTAMANYA, KESELURUHAN LIABILITI HTC DAN PEMBEKALNYA DI BAWAH SEBARANG PERUNTUKAN WARANTI TERHAD INI HARUS TERHAD KEPADA JUMLAH SEBENAR YANG DIBAYAR OLEH PELANGGAN VTUK PRODUK ATAU AKSESORI (JIKA BERKEKANAAN). PENGKECUALIAN INI DIGUNA PAKAI WALAUPUN HTC TELAH DINASIHATI TENTANG KEMUNGKINAN KEROSAKAN INI.

RUNTUKAN LUMUM
1. **Undang-Undang Melentadbir:** Waranti Terhad ini akan ditadbir oleh undang-undang negara yang mana Produk dan/atau Aksesori telah dibeli dan mahkamah berkaitan negara tersebut akan mempunyai bidang kuasa eksklusif berhubung dengan Waranti Terhad ini.
2. **Kebolehainganan:** Melainkan seperti yang diberikan di atas, jika mana-mana-mana bahagian Waranti Terhad ini didapati tidak sah atau tidak boleh diikuti kuasa oleh mahkamah, ia tidak akan memberi kesan terhadap penguatkuasaan kesahan bahagian lain Waranti Terhad.

HTC VIVE FLOW PRODUCT LIMITED WARRANTY

ngapore

EASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION AGREEMENT WITH A CLASS ACTION WAIVER.
' USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY AND ARBITRATION AGREEMENT BELOW.
IE 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

FINITIONS

ie following definitions apply to this Limited Warranty:

- "Product"** means the HTC VIVE FLOW virtual reality system, which includes the head mounted display (VIVE FLOW Headset), Link Box (VIVE FLOW Link Box), Base Station and Handheld controllers (VIVE FLOW Controllers) provided in the box at the time of original purchase from an authorized retailer or e-commerce channel.
- "Accessory" or "Accessories"** means other secondary component(s) or item(s) that are supplied in the box and not permanently affixed to the Product at the time of sale, which may include Headset cable, USB cable, Display port cable and Power Adapter provided that it was manufactured by or for HTC and purchased from an authorized retailer or e-commerce channel and can be identified by the "HTC" or "VIVE" trademark, trade name, or logo affixed to the component or item, if present, as originally supplied.
- "Warranty Period"** for Product and Accessories: means twelve (12) months from the date You purchased the Product from an authorized retailer.
- "You" or "Your"** means the original retail purchaser and/or original end-user of the Product or Accessory.
- "Normal Use Conditions"** means common end-user use under normal home conditions in accordance with the user instruction materials (User Manual as defined below) provided with the Product or Accessory or posted on-line.
- "Retailer"** means a business that sells goods directly to end users, including those with a physical and/or online presence.
- "User Manual"** means the user instruction materials packaged with the Product or Accessory or posted on-line.

HAT IS COVERED BY THIS LIMITED WARRANTY?

uring the Warranty Period, HTC warrants that the Product or Accessory will function properly if used under Normal Use Conditions in accordance with the user instruction materials packaged with the Product or Accessory or posted online by HTC from time to time ("Limited Warranty").

is 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 Product or Accessory or any other person.

HAT IS NOT COVERED BY THIS LIMITED WARRANTY?

is Limited Warranty does not apply other than to the Product or Accessory. 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 for use with the Product. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

EN WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:

- if the Product or Accessory serial number, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, altered, or is illegible;
- to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
- to consumable parts, such as Lanyards, AA alkaline battery, Clean cloth or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction;
- to malfunctions caused by the battery, if improperly installed, if the seals of the battery enclosure or the cells are broken or show evidence of leakage or tampering, or if used in equipment other than that for which it has been specified;
- to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
- to use not in accordance with the User Manual or not under Normal Use Conditions;
- to rough handling; use outdoors; exposure to liquids, rain, snow, perspiration, moisture or liquid damage; dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
- to use for commercial purposes, as the Product is intended only for personal entertainment purposes;
- to defects or damage caused by or resulting from unauthorized modifications or connections, unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
- 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;
- to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surface, including any screen or lens;
- to any computer or other device with which the Product may connect. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
- where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
- to any Product in which the operating system and/or firmware has been altered, including any failed attempts to alter the operating system and/or firmware, regardless of whether such modifications are authorized, approved, or otherwise sanctioned by HTC;
- to malfunctions caused by unplugging any cable from or otherwise powering off the Product, or your computer during any firmware update;
- to malfunctions caused by the use of the Product or Accessory with or connection of the 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.

RRITORY

is Limited Warranty is valid and enforceable only in Singapore where the Product and Accessories are intended to be sold. A Product or Accessory can only be return for repair under this Limited Warranty in Singapore where it was intended for purchase. Warranty service availability and response time may vary from untry to country.

OW DO I OBTAIN WARRANTY SERVICE?

he event of a perceived malfunction in the Product or Accessory, You should take the following actions to obtain warranty service under this Limited Warranty:

- Refer to the User Manual and/or resources available at www.vive.com in order to identify and resolve the problem.
- If the problem cannot be resolved by reference to the user manual and/or resources available at www.vive.com, You should contact the retailer from which You purchased the Product or Accessory or visit www.vive.com/sea/support/ for further information on contacting HTC customer care for assistance. Only HTC or a HTC authorized service center should perform service on the Product or Accessory.
- When You contact the retailer or HTC, please be sure to have the following information available:
 - The model and serial number of the Product or Accessory.
 - Your full address and contact information.
 - A copy of the original invoice, receipt or bill of sale for the purchase of the Product or Accessory. You must present a valid proof of purchase upon making any claims pursuant to this Limited Warranty.

on completion of these steps, HTC will provide You with instructions regarding how and when the Product or Accessory should be returned. You may be responsible for the cost in connection with the return of the Product or Accessory to HTC. Before returning the Product to HTC for warranty service, You must backup its and remove any confidential, proprietary, or personal information stored on the Product storage media, and be sure to remove all removable memory cards from the Product (if applicable). HTC AND HTC AUTHORIZED SERVICE CENTERS ARE NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY DATA, PROGRAMS, IAGE, PERSONAL INFORMATION STORED ON THE PRODUCT OR REMOVABLE MEMORY CARDS (IF APPLICABLE), NOR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE PRODUCT. DURING THE NORMAL REPAIR PROCESS, THE FILES OR CONTENTS ON THE PRODUCT WILL LIKELY BE ERASED, CLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. AT HTC'S sole discretion, the Product may be returned to You in either the original configuration or as updated to the latest available software.

ore returning any Product for service, You need to retain Accessories or detachable components on the Product (e.g. Micro-SD card) unless You are requested by HTC to return Accessory with the Product. In the event You fail to retain Accessories or such detachable components on the Product, they may not be rned to You and HTC will not be responsible for the loss.

You return the 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 and/or parts. The retailer or HTC if 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.

It repairs or replaces the Product, the repaired or replaced Product 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.

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

TC must ask You to notify of a perceived malfunction during the applicable Warranty Period in order for You to be eligible for any remedy under the 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 the Product or cessory for warranty service, the steps above must be followed.

SLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

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 THOUT 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.

MITATION OF LIABILITY

CEPT 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, ISS 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 IE 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.

NERAL PROVISIONS

- Governing Law:** This Limited Warranty will be governed by the law of the country in which the Product and/or Accessories is intended to be sold and had been purchased in Singapore, the relevant courts in Singapore will have exclusive jurisdiction in relation to this Limited Warranty.
- 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.

HTC LIMITED WARRANTY – VIVE FLOW PRODUCT

ited States

EASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER.

' USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER BELOW. IF YOU DO NOT ACCEPT THIS LIMITED WARRANTY, DO NOT USE YOUR PRODUCT OR ACCESSORY. INSTEAD, PLEASE RETURN IT TO THE TAILER FROM WHOM YOU PURCHASED IT WITHIN THE RETAILER'S RETURN PERIOD.
ARRANTY COVERAGE IS VOID IF USED FOR COMMERCIAL PURPOSES.

FINITIONS

ie following definitions apply to this Limited Warranty:

- "Accessory" or "Accessories"** means a secondary or auxiliary element included in the box with the "Product" at the time of sale and may include without limitation: Headset cable, USB cable, Display port cable and Power adapter; 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.
- "Normal Use Conditions"** means common use under normal home conditions that is in accordance with the user manual and instructions provided with the Product or Accessory or posted online.
- "Product(s)"** means the HTC VIVE FLOW—virtual reality system purchased from an authorized Retailer, which includes in a kitted system the following: the VIVE FLOW headset, VIVE FLOW Link Box, Base Station and VIVE FLOW controllers.
- "Retailer"** means a business that sells goods directly to end users, 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"** means twelve (12) months from the date You purchased the Product from an authorized Retailer.
- "You" or "Your"** means the original purchaser and/or original end-user of the Product.

HAT IS COVERED BY THIS LIMITED WARRANTY?

uring the Warranty Period HTC warrants that the Product or Accessory will be free from defects in material and workmanship if used under Normal Use Conditions.

is 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 Product or Accessory 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.

HAT IS NOT COVERED BY THIS LIMITED WARRANTY?

is Limited Warranty does not apply other than to the Product or Accessory. 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. Third party manufacturers, suppliers, or publishers may ovide warranties for their own products and You may contact them directly for service.

EN WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:

- if the Product or Accessory serial number, or the date code, or the water indicator has been removed, erased, defaced, or altered, or is illegible;
- to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
- to consumable parts, such as Lanyard, AA alkaline battery, Clean cloth or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction;
- to malfunctions caused by the battery if improperly installed, or if the seals of the battery enclosure or the battery back is broken or show evidence of tampering;
- to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
- to use not in accordance with the user manual or not under Normal Use Conditions;
- to rough handling; use outdoors; exposure to liquids, liquid damage, dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
- to use for commercial purposes, as the Product is intended only for personal entertainment purposes;
- to damage caused by or resulting from modifications or non-warranty repairs;

- 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;
- to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surfaces of the Product or Accessory, including any screen or lens;
- to any computer or other product to which the Product or Accessory may be connected. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
- where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
- 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;
- to malfunctions caused by cable usage or otherwise coming off the Product, or your computer during any firmware update; or
- to malfunctions caused by the use of the Product or Accessory with or connection of the 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.

WARRANTY

is Limited Warranty is valid and enforceable only in the United States where the Product and Accessories are intended to be sold. A Product or Accessory can only be returned for repair under this Limited Warranty in the country where it was intended for purchase. Warranty service availability and response time may vary from country to country.

HOW DO I OBTAIN WARRANTY SERVICE?

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

- Refer to the user manual and/or resources available at www.vive.com/support in order to identify and correct the problem.
- If the problem cannot be resolved by reference to the user manual and/or resources available at www.vive.com, You should contact the Retailer from which You purchased the Product or Accessory or visit www.vive.com/support for further information on contacting HTC customer care for assistance.
- When You contact the Retailer or HTC, please be sure to have the following information available:
 - The model and serial number of the Product or Accessory.
 - Your full address and contact information.
 - 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.

on completion of these steps, HTC will provide You with instructions regarding how and when the Product or Accessory should be returned. You may be responsible for costs in connection with the return of the Product or Accessory to HTC. Before returning the Product to HTC for warranty service, You must backup and save 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.

You return the 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. The Retailer or HTC 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.

HTC repairs or replaces the 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 three (3) months from the date of repair or replacement, whichever is longer.

After than ask You to return the 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.

You have the right to request a replacement of the Product or Accessory without charge, if the Product or Accessory is found to be defective. HTC must be notified of a perceived malfunction during the applicable duration of the Limited Warranty. If the Product or Accessory is found to be defective, HTC will repair or replace the Product or Accessory directly to HTC unless You are asked to do so when following the steps above. If You need to return the Product or Accessory for warranty service, the steps above must be followed.

CLAIMS AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

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.

MITIGATION OF LIABILITY

CEPT 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 THE CUSTOMER FOR THE PRODUCT OR ACCESSORY. 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).

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 attempts 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, 3030 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, 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.

Waiver. 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 provision of this Limited Warranty, including without limitation the agreement to arbitrate. For claims of \$5,000 or less, You may decide whether to proceed 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.

Effect of AAA. The rules of AAA and additional information about AAA are available on the AAA website (<http://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.

Effect 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 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, or description of Accessory. These numbers may be found on the packaging and on the Product or Accessory. You must send Your written notice to HTC Legal, Arbitration Program Administrator, 3030 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

- 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.
- 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.
- 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.

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

HTC VIVE FLOW 製品限定保証

本拠

お客様の権利及び義務をご理解いただくため、この限定保証書を注意深くお読みください。
01 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、本限定保証書の内容を承諾し、かつ、これに同意したものとみなされます。

本拠

限定保証書の各用語は、次の意味を持つものとします。
1. 「**本製品**」とは正規の小売店から購入した HTC VIVE FLOW 製品・パッチャリアリティシステムを指し、このキットシステムには以下が含まれます：ヘッドマウント ディスプレイ (VIVE FLOW Headset)、リンクボックス(VIVE FLOW Link Box)、Base Station、コントローラ (VIVE FLOW Controllers)。
2. 「**本付属品**」とは、正規販売店が最初に購入した際に本製品と一緒に提供され、同梱されているその他の付属部品を意味し、ヘッドセットケーブル(Headset cable)、USB cable、Display port cable 及電源アダプタを含みます。HTC が製造し、または HTC のために製造されたものであり、かつ、正規販売店から購入し、限りなく継続的に HTC の商標、または VIVE の商標、 商号またはロゴが付付けられていた場合には、購入時のまま識別できるものでなければなりません。
3. 「**保証期間**」とは購入日から、または正規の小売店から製品を受け取った日から 12 ヶ月の期間を意味します。
4. 「**お客様**」または「お客様」は、本製品や本付属品を最初に正規販売店から購入した方及び/または本製品や本付属品の最初のエンドユーザーを意味します。
5. 「**通常の使用条件**」とは、ユーザーマニュアル（以下に定義する）に従った、通常の条件における、一般的なエンドユーザーによる使用を意味します。
6. 「**ユーザーマニュアル**」とは、本製品または本付属品下に同梱されている、またはオンラインで掲載されている取扱説明書を意味します。

변의 規定
本 規定書に規定されている場合を除き、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（遺失利益、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、仮にいずれかの教訓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、本規定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。これらの規定は、HTC がこれらの損害の可能性について知らされていた場合でも適用されます。日本法では付随的損害や結果的損害の免責が認められない場合もあり、その場合にはこれらの免責はお客様には適用されないこととなります。

條 款

- 準拠法**：抵触法の規定に関わらず、本規定保証書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規定保証書には適用されません。
- 裁判管轄**：本規定保証書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つてのみ解決する。東京地方裁判所はその紛争について専属管轄を有する。
- 分属可能性**：上記で特に規定された場合を除き、本規定保証書の規定の一部が無効または執行不能と判断された場合には、当該無効または執行不能性は、本規定保証書の残りの規定の執行可能性には影響しないものとします。

한민국

HTC VIVE FLOW 제품 제한 보증서

리 및 의무 이해를 위하여 본 제한 보증서를 신중히 읽어 주시기 바랍니다. 귀하는 HTC VIVE 의 제품 또는 부속기기를 사용함으로써 하기의 제한적 보증사항에 동의합니다.

보증 혜택은 보증 기간 제품 또는 서비스 관련법 상 소비자 기타 권리 및 구제 방법에 추가됩니다.

보증서는 귀하에 적용되는 의무적 소비자 보호법 상 법적 권리와 구별됩니다. 이는 법률 상 허용 범위 내에서 특정적, 경우에 따라 추가적 권리를 부여하고자 하며, 법적 권리를 대신하거나 대체하고자 하지 않습니다. 본 보증 상의 권리 행사 전, 귀하의 법적 권리를 반드시 인하여야 하는데, 이는 보증 상의 경우 제기보다 법적 권리 행사를 선호할 수 있기 때문입니다.

의 義

정의를 본 제한 보증서에 적용합니다:

- “제품”**은 HTC VIVE FLOW 가상현실 시스템을 의미하며, 이는 위락 소매업자 또는 전자상거래 채널에서 원래 구매할 시 박스에 포함된 : 헤드 마운트 디스플레이 (VIVE FLOW Headset), 링크 박스 (VIVE FLOW Link Box), Base Station, 및 핸드헬드 제어장치 (VIVE FLOW Controllers)를 포함한다.
- “부대용품”** 또는 **“부대용품”**은 판매 시 제품에 영구 고정되지 않고, 제품과 함께 제공하며 제품 포장 박스에 포함된 다른 부속적 부품(들) 또는 항목을 의미하며, 이는: 헤드셋 케이블 (Headset Cable), USB 케이블, 디스플레이 포트 케이블, 전원어댑터 (Power Adapter) 포함한다; 단, HTC 기 제조 또는 하청을 준 것이며, 위락 소매업자 또는 전자상거래 채널에서 구매하고, “HTC” 상표, 상표권, 원래 제공된 대로 부품에 부착된 로고 또는 로고가 없는 경우 부대용품이 “HTC” 브랜드 로고로 제공 또는 판매된 것을 확인할 수 있어야 한다.
- “보증 기간”**은 제품 및 액세서리의 공인 판매점에서 제품을 구입하거나받은 날짜로부터 12 개월을 의미합니다.
- “귀하”** 또는 **“귀하의”**는 제품이나 부대용품의 원래 소매업자 및/또는 원래 최종 소비자를 의미한다.
- “정상적 사용 조건”**은 제품 또는 부대용품과 제공되거나 온라인에 게시된 사용자 설명서 (이하 정의한 사용자 매뉴얼)에 따라 정상적 가정 조건 상 일반적인 최종 소비자 사용을 의미한다.
- “사용자 매뉴얼”**은 제품 또는 부대용품과 함께 포장되어 제공되거나 온라인에 게시된 사용자 설명서 및 안전 지침을 의미한다.

제한 보증서가 포함하는 범위:

증 기간 동안, 제품 또는 부대용품과 함께 포장되어 제공되거나, 때때로 온라인에 게시되는 사용자 설명서에 따라 정상적 사용 조건에서 이용한 경우, HTC는 제품 또는 부대용품의 재료 및 작동에 결함이 존재하지 않음을 보증합니다.

제한 보증서가 포함하지 않는 범위:

제품 보증서는 본 제품 또는 부대용품 이외의 기타 하드웨어나 소프트웨어에 적용되지 않습니다. 따라서 비- HTC 장치 또는 소프트웨어 (예: 소프트웨어 개발 키트(SDK) 및 Android 애플리케이션 패키지(APK) 지원) 등에 적용되지 않으며, 이는 HTC나 제삼자 개발 여부와 관계없고, 제품 또는 부대용품과 함께 사용하도록 의도되거나 표시된 경우에도 그러합니다. 제삼자 제조업자, 공급자 또는 출판사는 자체 제품에 보증을 제공할 수 있으며, 귀하가 서비스를 위해 직접 연락합니다.

제한 제품 또는 부대용품 관련, 본 제한 보증서는 다음 경우 적용되지 않습니다:

- 제품 또는 부대용품 일련번호, 날짜 코드, 수분 지표나 보증 표시(무효라벨)가 제거, 삭제, 훼손, 변경되거나 불법인 경우;
- 정상적 손으로 인한 제품 또는 부대용품의 외관 상태 저하;
- 시간에 따른 상태 저하가 합리적으로 예측되는 : 끈 (Lanyard), 알칼리인 건전지(AA타입) (AA alkaline battery), 청소용 천 (Clean cloth) 또는 보호 코팅과 같은 소모품, 단 오작동으로 발생한 작동의 장애의 경우는 예외로 하며;
- 귀하나 다른 사람이 부속품에 설치한 경우, 배터리 케이스나 셀의 봉인이 깨지거나 무단 변경의 증거가 있는 경우 또는 지정되지 않은 장비에 사용한 경우, 배터리가 유발한 오작동;
- 제품 또는 부대용품의 결함이 아닌 전기 충격이나 기타 전류 문제로 발생한 오작동;
- 사용자 매뉴얼이나 정상적 사용 조건에 반하는 이용;
- 가치 취급; 육의 사용; 액세서의 노출, 습기 또는 극심한 열 또는 환경 조건 또는 그러한 조건의 급격한 변화; 부식; 또는 산화;
- 본 제품은 개인 오락용이므로, 상업용 사용;
- 비권한 변경 또는 연결, 비권한 오프닝, 분해, 비권한 부속품 사용 수리 또는 비권한자나 지역에서 수리;
- HTC의 합리적 통제를 벗어난 사고, 자연현상 또는 기타 활동; 오작동이 직접적으로 유발한 결함은 예외로 하며;
- 본인이 설치 가능한 경우, 운영 시스템을 포함하나 이에 한정되지 않는, 제품에 설치된 소프트웨어의 필요인 업그레이드;
- 운영 시스템의 변경 시도 실패를 포함하여, 운영 시스템이 변경된 제품; 또는
- 팬웨어 업데이트 도중 제품 또는 컴퓨터의 전원 코드를 뽑거나 전원을 끈 상태로 오작동이 발생한 경우.
- HTC에서 승인하거나 제공하지 않았거나 의도 된 용도 이외의 방법으로 사용 된 부속품에 연결되어 제품의 사용으로 인해 발생한 오작동 및 그러한 결함이 제품 자체의 결함이 아닌 경우. 비 HTC 액세서리를 사용하면 본 제한 보증이 무효화 될 수 있습니다.

증 서비스를 받는 방법은:

증 또는 부대용품의 오작동을 감지한 경우, 본 제한 보증서 상 보증 서비스를 받기 위하여 다음과 같이 합니다:

- 문제를 확인하고 해결하기 위하여 www.vive.com 에서 이용 가능한 사용자 매뉴얼 및/또는 자료를 참조합니다.
- www.vive.com 에서 이용 가능한 사용자 매뉴얼 및/또는 자료를 참조하여 문제를 해결할 수 없는 경우, 제품 또는 부대용품을 구매한 소매업자나 HTC 서비스 센터에 연락하거나, 추가 정보를 위하여 웹 사이트 www.vive.com/support/ 를 방문합니다. HTC나 HTC 위락 서비스 센터만이 제품 또는 부대용품 서비스를 시행해야 합니다.
- 소매업자나 HTC에 연락 시, 다음 정보를 준비하시기 바랍니다:
 - 제품 및 부대용품의 모델 및 일련번호.
 - 주소 및 연락처.
 - 제품 또는 부대용품 구매 관련 인보이스 원본, 영수증 또는 매도 증서. 본 제한 보증서에 따른 청구 제기 시 유효한 구매 증서를 반드시 제시합니다.

당 단계의 완료 시, HTC는 제품 또는 부대용품 회수 방법 및 시간 관련 안내를 제공합니다. 보증 기간 동안 제품 및 부대용품을 반환하고 본 제한 보증서 조건을 만족하는 경우, HTC 또는 위락 서비스 파트너가 이를 수리하거나 대체합니다. 수리 또는 대체는 기능적으로 응하는 신제품 또는 재생 제품, 부대용품 및/또는 부속품을 사용할 수 있습니다. 소매업자나 HTC는 양호한 상태의 수리나 대체된 제품 또는 부대용품을 귀하에게 회수합니다. 본 제한 보증서 조건에 따라 대체한 제품, 부대용품 또는 부속품이나 부품은 HTC의 재산이 됩니다.

품 또는 부대용품 반환을 요청하는 대신,HTC는 제한 보증서 의무를 충족하기 위하여 사용자-설치 부속품의 직접 공급을 대신 선택할 수 있습니다. 귀하는 대체된 부속품을 HTC에 반환하는 데 동의합니다.

TC가 제품을 수리하거나 교체하는 경우, 수리 또는 교체 된 제품은 최초 보증 기간의 남은 시간 동안 또는 수리 또는 교체 일로부터 3 개월 동안 계속 보증되어야하며, 어느 것이 든 더 길다.

비스를 위해 유인을 반환하기 전, 데이터를 반드시 백업하고 비일, 소유 또는 개인 정보 및/또는 해당 경우, 제품의 이동 가능 메모리를 제거합니다. HTC는 어떠한 프로그램, 데이터, 이미지, 개인 정보 또는 이동 가능 저장 미디어의 손상이나 손실에 책임이 없습니다. 정상적 리 과정 동안, 설치되었거나 이동 가능 장치에 저장된 데이터를 포함한 제품 내용은 삭제됩니다. HTC의 단독 재량으로, 제품 또는 부대용품은 원래 구성이나 최신 소프트웨어 중 하나로 회수합니다.

TC는 제품 또는 부대용품을 판매하고자 한 국가로 보증 품질 서비스를 제한할 권리를 보유합니다. HTC는 귀하가 제한 보증서 상 구제 대상이 되기 위하여 해당 보증 기간 동안 감지한 오작동을 반드시 통보받아야 합니다. 위 절차를 따라 이를 요청하는 경우를 제외하고, HTC에 불응으로 제품 또는 부대용품을 배송하지 않아야 합니다. 보증 서비스를 위하여 제품 또는 부대용품을 반환할 필요가 있는 경우, 위 절차를 반드시 따릅니다.

임 부인 및 기타 보증 및 권리의 제한

품이 허용하는 범위까지, 본 제한 보증 및 제3인 구제 수단은 배타적이며, 구제, 서면, 법정, 명시 또는 묵시적 여부에 관계없이 일체의 다른 보증, 구제 및 조건을 대신합니다. HTC는 일체의 법적 묵시적 보증을 부인하며, 이는 제한 없이 상품성과 특정 목적에 대한 적합성 보증 중이거나 잠재적 결함 관련 보증을 포함하여, 법률이 허용하는 범위까지입니다. 보증을 부인할 수 없는 한에서, HTC는 그 보증 기간 및 구제 방법을 본 제한 보증 기간과 HTC가 선택하는 본론에 기술된 수리나 대체 서비스도, 법률이 허용하는 범위에서 제한합니다.

임 제한

제한 보증서가 제공한 사항을 제외하고 법률이 허용하는 최대한 범위까지, HTC는 어떤 종류의 부수 또는 결과적 손실이나 손해에 책임을 지지 않으며, 이는 일실 이익 또는 상업 손실, 영업정지, 사업 정보 손실, 데이터 손실, 생활할 보호 손실 또는 기밀 손실을 포함하나 이에 한정되지 않습니다. 전술한 바에도 불구하고 구제 수단이 필수 목적 달성에 실패한 경우도, 본 제한 보증서 규정 상 HTC 및 공급자의 전체 책임은 법률이 허용하는 범위에서, 제품 및 부대용품 관련 소비자가 지불한 실제 금액으로 제한됩니다. 그 배제는 법률이 허용하는 위에서,HTC가 해당 손해 가능성을 조인 받은 경우에도 적용됩니다.

경 界

지, 비공식적 분쟁 조정. 귀하와 HTC 는 각 당사자가 다 당사자에 본 제한 보증서나 제품 또는 부대용품의 판매, 조건, 사용 또는 실행 관련 발생하는 부분 및 일체의 분쟁이나 청구 (점합적으로, “분쟁”)를 발생일 최소 30일 이내 서면 통지하여, 당사자가 비공식적으로 분쟁을 실효하게 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 바이브 제품 또는 부대용품, 명확한 구매일자 정보를 포함한 구매 증거, 분쟁 성격이나 근거의 합리적 세부 사항 기술 및 (c) 청하는 특정 구제. 본사의 통지는, 사용 가능할 수, 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 1월 이내에 분쟁 해결 방법에 동의하지 않는 경우, 한 당사자가 적합하게 본 제한 보증서에 따라 법적 소송을 개시합니다. 의상의 여지를 없애기 위하여, 어떤 한 당사자가 본 선택을 준수하지 않은 것은 그 당사자의 법정 기소권 행사를 방해하지 않습니다.

반 規 程

- 준거법**: 대한민국 법이 본 제한 보증서를 지배합니다.
- 본인 가능성**: 이상에서 특정한 경우를 제외하고, 본 제한 보증서의 어떠한 규정이 무효 또는 강제력이 없는 경우, 그러한 무효 또는 비강제력은 본 제한 보증서 잔여 규정의 강제력에 영향을 미치지 않습니다.

HTC VIVE FLOW 產品有限保固書

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

蓋

還定義適用於本有限保固：

- 「**產品**」是指 HTC VIVE FLOW 虛擬實境系統，包含從授權經銷商所購買且放置在包裝盒內的頭戴式顯示器頭盔(VIVE FLOW Headset)、串流盒(VIVE FLOW Link Box)、Base Station 以及手持控制器(VIVE FLOW Controllers)。
- 「**配件**」是指從授權經銷商購買產品時，放置包裝盒內由 HTC 製造(或為 HTC 製造)的其他次要零件，包括：頭戴式顯示器傳輸線(Headset Cable)、USB cable、Display port cable、充電變壓器，且該等零件上有標示「HTC」或是「VIVE」商標、商業名稱或徽標圖形等可供辨識。
- 「**保固期限**」就「產品」以及「配件」，為您自 HTC 或授權零售商首次購得產品之日起算十二(12)個月，以購買證明上的日期為準。
- 「**購買證明**」是指產品在原始銷售給您的時候，從 HTC 或 HTC 授權經銷商所開立的原始購買證明文件(包含：產品銷售發票、收據或是銷售帳單)，且該文件上有明確標示記載 HTC 產品名稱與銷售日期。
- 「**您**」是指產品之原始零售購買者及/或最終實際使用者。
- 「**正常使用狀態**」是指一般終端使用者在通常環境境下使用產品或配件所附隨之說明(或網路公告之說明)，與**用戶手冊**(以下定義)所載明之使用環境與操作步驟而為使用。(www.vive.com/support)
- 「**用戶手冊**」是指與產品或附件一起包裝，或公告於網路上的產品使用說明文件(含但不限於使用指南、安全指南等)。

有限保固之內容

保固期限內，您若是依據用戶手冊所載之正常使用狀態下發生產品或配件的瑕疵，HTC將予以免費的維修或替換。本有限保固僅提供予您，您不得將其部份或全部出售、轉讓、移轉或給予產品或配件之任何後續買受者或取得者，或其他任何第三人。本有限保固提供您特定之法律權利，您亦得依香港之法律而擁有其他權利。

有限保固不包含之內容

有限保固不適用於任何非 HTC 設備或任何非 HTC 軟體(例如:SDK 軟體開發套件支援，或是 APK 安卓軟體開發套件支援)，即便在您購買前就已與產品或配件一併包裝或安裝在產品或配件內。第三方製造商、供應商或發行者，得就其產品提供保固服務，您得直接與其聯繫以取得服務。

您所購買的產品或配件而言，下列之各情形皆不適用本有限保固：

- 若產品或配件之序號、日期碼、防潮貼紙或保固封條(撕毀無效標籤)遭到移除、抹去、修改或受損導致難以辨認；
- 正常耗損下對任何產品或配件之外觀造成的損壞；
- 消耗性零件，例如：耳機、AA鹼性電池、清潔布或保護外層等，依合理預期會隨著時間而減損者，但該等減損是由於故障引起的除外；
- 如您或是第三人不當安裝電池，或電池外殼或電池之封條有破損或有遺棄或之跡象，或電池漏液，或電池被用於非指定設備上所導致之故障；
- 因電流脈衝或電壓脈衝，或其他非因產品或配件導致的電流問題所產生之故障；
- 未遵守使用者手冊，或不是在正常使用狀態下所導致的故障；
- 未謹慎拿持、直接陽光曝曬、液體接觸、暴露於戶外或水氣、濕氣、液體、受潮、腐蝕、氧化、極高溫等嚴苛環境狀況下，或在產品周遭環境發生急劇變化下使用所造成的損壞；
- 基於商業/營利目的而使用(產品僅供個人娛樂之用)；
- 未經授權之修改或改裝，未經授權之拆解，或以未經授權之備用零件維修，或由未經授權人員或在未經授權之地點維修；
- 意外事件、自然災害或其他非HTC可合理控制範圍下之事件(包括但不限於消耗性零件之問題)，除非該問題是因故障所直接造成者除外；
- 產品或配件表面的實體損壞，包括但不限於表面之裂痕或刮痕(包括螢幕或鏡頭)；
- 任何電腦或其他它與本產品相連接之商品。HTC不保證產品或配件之作不會被中斷或不會發生錯誤；
- 當裝載於本產品之軟體、韌體(包括但不限於作業系統)需要升級時，而該升級是由您自行操作的，任何作業系統、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，不論該修改是否為 HTC 所授權、核准或以其他方式認可者；或在韌體更新過程中，拔掉產品或配件上的任何 USB 連接線或電線，或造成斷電所造成的故障；
- 故障是肇因於將產品或配件與未經HTC許可或非HTC提供之配件共同使用或與之連接，或以其他非原使用目的之方式使用，且該瑕疵並非產品本身之缺陷。使用非HTC配件可能造成產品故障并使本有限保固無效。

用國家

有限保固僅在產品預定銷售之國家(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。

何獲得保固服務

運於買賣產品或配件有故障時，採取下列措施：

- 參閱用戶手冊及/或網址(www.vive.com/support)，以找出並解決疑問。**請注意，拆解產品或配件會導致不受本有限保固涵蓋之損害。**
- 若問題無法透過參閱用戶手冊及/或網址(www.vive.com/hk/support)內的資料獲得解決，您應聯繫您購買產品或配件之零售商、HTC服務中心，或造訪 www.vive.com 以取得更多資訊。產品或配件之維修服務應僅由HTC或HTC授權服務中心進行。
- 當您聯繫零售商或HTC時，請務必備妥下列資訊：
 - 產品或配件之型號及序號。
 - 您的完整住址及聯絡資訊。
 - 購買產品之發票、收據或銷售帳單之原始證明文件。您依據本有限保固提出任何保固服務請求時，必須提出有效之購買證明。

或上述步驟後，HTC將提供您有應如何以及應於何時寄回產品或配件之指示。您可能必須負責寄回產品或配件予HTC之相關費用。在您寄回任何產品或配件進行保固維修服務之前，請您務必將產品中的任何機密資料、專屬或個人資訊全部備份並刪除。在產品維修過程中，HTC 可自行決定將產品更新至最新的軟體版本，或是保持原始軟體版本，儲存存產品記憶體或擴充記憶體(如: micro SD 記憶卡)上的數位資料或檔案，可能會被刪除。針對您未備份之任何程式、資料或檔案的任何毀損或滅失，HTC 均不負任何責任。

您準備寄回任何故障產品給HTC進行維修之前，除非HTC明確要求您將附屬配件一併寄回之情形外，您必需先行將配件取下並自行保管(附屬配件包含但不限於micro-SD記憶卡等)；若該類配件於維修過程發生毀損、遺失等情事，HTC不負擔賠償責任。

您於保固期限內寄回產品或配件，並且符合本有限保固之條款，HTC 或 HTC 授權服務中心將自行決定予以維修或更換。維修或更換可能涉及使用功能相當的整新品及/或零件。HTC 或 HTC 授權服務中心會將經過維修或更換，且處於良好操作狀態之產品或配件寄回給您。任何依據本有限保固條款所更換之產品、配件或零件均成為 HTC 之財產。

經 HTC 維修或更換的產品或配件，將享有原始購買產品或配件時的保固期限，或自維修/更換日期起算三(3)個月的保固期(視何者較長)。

TC得選擇直接提供由您自行安裝之零件，以履行HTC於本有限保固所負之義務，而不要求您返還故障的產品或配件。您也同意於HTC要求時，寄回由您自行更換後的故障零件。

保固服務的提供，HTC有權限制該服務僅在香港才提供。為使您有資格依據本有限保固獲得任何救濟，HTC必須於保固期限內被通知該故障的發生。除非您是透過上述步驟，並經由HTC之要求寄回故障品，否則請勿直接將產品或配件寄至HTC。若您須為保固服務寄回產品或配件，請務必遵守上步驟。

責與其他擔保和權利之限制

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，以及保證無隱患或潛在缺陷)，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。

任限制

本有限保固另有規定外，HTC 於法律允許之最大範圍內，不論那種意外損壞或間接損失(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，該等排除責任仍有適用。若部分國家不准廠商排除意外損壞或間接損失，則前述的排除約定不適用於您。

般條款

- 爭議法與爭議解決**：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。
- 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。

還

宏達國際電子股份有限公司 VIVE FLOW 產品有限保固書

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

蓋

還定義適用於本有限保固：

- 「**產品**」是指 HTC VIVE FLOW 虛擬實境系統，包含從授權經銷商所購買且放置在包裝盒內的頭戴式顯示器頭盔(VIVE FLOW Headset)、串流盒(VIVE FLOW Link Box)、Base Station 以及手持控制器(VIVE FLOW Controllers)。
- 「**配件**」是指從授權經銷商購買產品時，放置包裝盒內由 HTC 製造(或為 HTC 製造)的其他次要零件，包括：頭戴式顯示器傳輸線(Headset Cable)、USB cable、Display port cable、充電變壓器，且該等零件上有標示「HTC」或是「VIVE」商標、商業名稱或徽標圖形等可供辨識。
- 「**保固期限**」就「產品」以及「配件」，為您自 HTC 或授權零售商首次購得產品之日起算十二(12)個月，以購買證明上的日期為準。
- 「**購買證明**」是指產品在原始銷售給您的時候，從 HTC 或 HTC 授權經銷商所開立的原始購買證明文件(包含：產品銷售發票、收據或是銷售帳單)，且該文件上有明確標示記載 HTC 產品名稱與銷售日期。
- 「**您**」是指產品之原始零售購買者及/或最終實際使用者。
- 「**正常使用狀態**」是指一般終端使用者在通常環境境下使用產品或配件所附隨之說明(或網路公告之說明)，與**用戶手冊**(以下定義)所載明之使用環境與操作步驟而為使用。(www.vive.com/support)
- 「**用戶手冊**」是指與產品或附件一起包裝，或公告於網路上的產品使用說明文件(含但不限於使用指南、安全指南等)。

有限保固之內容

保固期限內，您若是依據用戶手冊所載之正常使用狀態下發生產品或配件的瑕疵，HTC將予以免費的維修或替換。本有限保固僅提供予您，您不得將其部份或全部出售、轉讓、移轉或給予產品或配件之任何後續買受者或取得者，或其他任何第三人。本有限保固提供您特定之法律權利，您亦得依台灣之法律而擁有其他權利。

有限保固不包含之內容

有限保固不適用於任何非 HTC 設備或任何非 HTC 軟體(例如:SDK 軟體開發套件支援，或是 APK 安卓軟體開發套件支援)，即便在您購買前就已與產品或配件一併包裝或安裝在產品或配件內。第三方製造商、供應商或發行者，得就其產品提供保固服務，您得直接與其聯繫以取得服務。

您所購買的產品或配件而言，下列之各情形皆不適用本有限保固：

- 若產品或配件之序號、日期碼、防潮貼紙或保固封條(撕毀無效標籤)遭到移除、抹去、修改或受損導致難以辨認；
- 正常耗損下對任何產品或配件之外觀造成的損壞；
- 消耗性零件，例如：耳機、AA鹼性電池、清潔布或保護外層等，依合理預期會隨著時間而減損者，但該等減損是由於故障引起的除外；
- 如您或是第三人不當安裝電池，或電池外殼或電池之封條有破損或有遺棄或之跡象，或電池漏液，或電池被用於非指定設備上所導致之故障；
- 因電流脈衝或電壓脈衝，或其他非因產品或配件導致的電流問題所產生之故障；
- 未遵守使用者手冊，或不是在正常使用狀態下所導致的故障；
- 未謹慎拿持、直接陽光曝曬、液體接觸、暴露於戶外或水氣、濕氣、液體、受潮、腐蝕、氧化、極高溫等嚴苛環境狀況下，或在產品周遭環境發生急劇變化下使用所造成的損壞；
- 基於商業/營利目的而使用(產品僅供個人娛樂之用)；
- 未經授權之修改或改裝，未經授權之拆解，或以未經授權之備用零件維修，或由未經授權人員或在未經授權之地點維修；
- 意外事件、自然災害或其他非HTC可合理控制範圍下之事件(包括但不限於消耗性零件之問題)，除非該問題是因故障所直接造成者除外；
- 產品或配件表面的實體損壞，包括但不限於表面之裂痕或刮痕(包括螢幕或鏡頭)；
- 任何電腦或其他它與本產品相連接之商品。HTC不保證產品或配件之作不會被中斷或不會發生錯誤；
- 當裝載於本產品之軟體、韌體(包括但不限於作業系統)需要升級時，而該升級是由您自行操作的，任何作業系統、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，不論該修改是否為HTC所授權、核准或以其他方式認可者；或在韌體更新過程中，拔掉產品或配件上的任何USB 連接線或電線，或造成斷電所造成的故障；
- 故障是肇因於將產品或配件與未經HTC許可或非HTC提供之配件共同使用或與之連接，或以其他非原使用目的之方式使用，且該瑕疵並非產品本身之缺陷。使用非HTC配件可能造成產品故障并使本有限保固無效。

用國家

有限保固僅在產品預定銷售之國家(台灣)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。

何獲得保固服務

運於買賣產品或配件有故障時，採取下列措施：

- 參閱用戶手冊及/或網址(www.vive.com/support)，以找出並解決疑問。**請注意，拆解產品或配件會導致不受本有限保固涵蓋之損害。**
- 若問題無法透過參閱用戶手冊及/或網址(www.vive.com/support)內的資料獲得解決，您應聯繫您購買產品或配件之零售商、HTC服務中心，或造訪 www.vive.com 以取得更多資訊。產品或配件之維修服務應僅由HTC或HTC授權服務中心進行。
- 當您聯繫零售商或HTC時，請務必備妥下列資訊：
 - 產品或配件之型號及序號。
 - 您的完整住址及聯絡資訊。
 - 購買產品之發票、收據或銷售帳單之原購買證明文件。您依據本有限保固提出任何保固服務請求時，必須提出有效之購買證明。

或上述步驟後，HTC將提供您有應如何以及應於何時寄回產品或配件之指示。您可能必須負責寄回產品或配件予HTC之相關費用。在您寄回任何產品或配件進行保固維修服務之前，請您務必將產品中的任何機密資料、專屬或個人資訊全部備份並刪除。在產品維修過程中，HTC 可自行決定將產品更新至最新的軟體版本，或是保持原始軟體版本，儲存存產品記憶體或擴充記憶體(如: micro SD 記憶卡)上的數位資料或檔案，可能會被刪除。針對您未備份之任何程式、資料或檔案的任何毀損或滅失，HTC 均不負任何責任。

您準備寄回任何故障產品給HTC進行維修之前，除非HTC明確要求您將附屬配件一併寄回之情形外，您必需先行將配件取下並自行保管(附屬配件包含但不限於micro-SD記憶卡等)；若該類配件於維修過程發生毀損、遺失等情事，HTC不負擔賠償責任。

您於保固期限內寄回產品或配件，並且符合本有限保固之條款，HTC 或 HTC 授權服務中心將自行決定予以維修或更換。維修或更換可能涉及使用功能相當的整新品及/或零件。HTC 或 HTC 授權服務中心會將經過維修或更換，且處於良好操作狀態之產品或配件寄回給您。任何依據本有限保固條款所更換之產品、配件或零件均成為 HTC 之財產。

經 HTC 維修或更換的產品或配件，將享有原始購買產品或配件時的保固期限，或自維修/更換日期起算三(3)個月的保固期(視何者較長)。

經 HTC 維修或更換的產品或配件，將享有原始購買產品或配件時的保固期限，而不要求您返還故障的產品或配件。您也同意於HTC要求時，寄回由您自行更換後的故障零件。

保固服務的提供，HTC有權限制該服務僅在台灣才提供。為使您有資格依據本有限保固獲得任何救濟，HTC必須於保固期限內被通知該故障的發生。除非您是透過上述步驟，並經由HTC之要求寄回故障品，否則請勿直接將產品或配件寄至HTC。若您須為保固服務寄回產品或配件，請務必遵守上步驟。

責與其他擔保和權利之限制

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，以及保證無隱患或潛在缺陷)，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。

本有限保固另有規定外，HTC 於法律允許之最大範圍內，不論那種意外損壞或間接損失(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，該等排除責任仍有適用。若部分國家不准廠商排除意外損壞或間接損失，則前述的排除約定不適用於您。

般條款

- 爭議法與爭議解決**：本有限保固準據法為台灣(中華民國)法律，但不適用台灣的涉外民事法規。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/配件之管轄法院為台灣台北地方法院。
- 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。

1. **"Producto"** significa el sistema de realidad virtual VIVE FLOW que se encuentra en la caja en el momento de la compra original a un distribuidor autorizado y que consta del dispositivo de realidad virtual Visor (VIVE FLOW Headset), Caja link box (VIVE FLOW Link Box), Base Station, Mando (VIVE FLOW Controllers).
2. **"Accesorio"** o **"Accesorios"** significa otros componentes secundarios que se suministran con el producto en el momento de la venta y que se incluyen en la caja, entre los que se encuentran los: Cable de visor (Headset cable), USB cable, Display port cable, Adaptador de corriente (Power adapter); siempre que haya sido fabricado por o para HTC y adquirido a un proveedor autorizado y se puede identificar mediante la marca comercial, el nombre de marca o el logotipo de "HTC" o "VIVE" incorporado al componente, si está presente, según se suministra originalmente.
3. **"Período de Garantía"** significa veinticuatro (24) meses a partir de la fecha en que compró o recibió la entrega del Producto de un Distribuidor autorizado para el "Producto". Y doce (12) meses a partir de la fecha en que compró o recibió la entrega del Producto de un Detallista autorizado para "Accesorios".
4. **"Usted"** o **"Su"** significa el comprador minorista original y/o el usuario final original del producto.
5. **"Condiciones normales de uso"** significa el uso del usuario final convencional en condiciones domésticas normales conforme a las instrucciones proporcionadas por el producto o accesorio.

¿QUIÉN OFRECE ESTA GARANTÍA LIMITADA?

© Corporation de No. 23 Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwán ("HTC") le concede a usted esta garantía limitada.

¿UÉ CUBRE ESTA GARANTÍA LIMITADA?

Ante el período de garantía, HTC garantiza que el producto o accesorio no presentará defectos materiales ni de mano de obra si se utiliza en condiciones de uso normal conforme a los materiales de instrucciones del usuario empaquetados con el producto accesorio o publicado en línea.

RRITORIO

La garantía limitada es válida y exigible solamente para productos o accesorios que HTC haya lanzado para su venta en España y hayan sido comprados en este país.

1 producto o accesorio solamente se puede devolver para repararse bajo esta garantía limitada en el país en el que se compró. La disponibilidad y los tiempos de respuesta del servicio de garantía pueden variar en función del país.

¿UÉ NO CUBRE ESTA GARANTÍA LIMITADA?

La garantía limitada no se aplica a ninguna otra cosa que no sea el producto o accesorio. Por tanto, no se aplica a ningún equipo que no sea de HTC o a ningún software sea el que fuere, tanto si fue desarrollado por HTC como por un tercero, aunque estuviera pensada o etiquetada para utilizarse con el producto. Los litores, proveedores o fabricantes de terceros pueden proporcionar garantías para sus propios productos y usted puede ponerse en contacto con ellos directamente para obtener servicio.

CLUSO RESPECTO AL PRODUCTO O ACCESORIO QUE COMPRÓ, ESTA GARANTÍA LIMITADA NO SE APLICARA:

1. Si el número de serie del producto o accesorio, el código de fecha, la marca de agua o el sello de garantía (etiqueta nula) se ha quitado, borrado, deteriorado, alterado o es ilegible;
2. A ningún deterioro en la apariencia estética del producto o accesorio debido a desgaste y uso normales;
3. Para consumibles, tales como Cordon (Lanyard), Pila Alcalina AA (AA alkaline battery), Cojín para la cara (Face cushion), Paño de limpieza (Cleaning cloth), Tapa del orificio de los auriculares (Earphone hole cap), Kit de montaje (Mounting kit), Almohadilla de montaje (Mounting pad) o revestimientos de protección que se espera que sufran desgaste con el paso del tiempo, a menos que el error se deba a una avería o mal funcionamiento;
4. A malos funcionamientos causados por la batería, si la ha instalado incorrectamente usted u otra persona, si los precintos de la carcasa de la batería o las celdas se rompen o muestran evidencia de manipulación, o si se utiliza en equipos distintos de aquellos para los que se ha especificado;
5. A malos funcionamientos causados por subidas de tensión eléctricas u otros problemas de corriente eléctrica que no se deben al producto o accesorio;
6. Al uso que no siga el manual del usuario o no se realice en condiciones de uso normal;
7. A manipulación negligente; uso en exteriores; exposición a líquidos; humedad o condiciones térmicas o medioambientales extremas o un cambio brusco de tales condiciones; corrosión; u oxidación;
8. A uso con fines comerciales, ya que el producto está diseñado únicamente para fines de entretenimiento personal;
9. A modificaciones, conexiones o apertura no autorizadas, reparación mediante el uso de piezas de repuesto no autorizadas o reparación por una persona o emplazamiento no autorizados;
10. A accidentes, fuerzas de la naturaleza, u otras acciones más allá del control razonable de HTC (lo que incluye, pero sin limitación, deficiencias de los consumibles) a menos que el defecto fuera causado directamente por un mal funcionamiento;
11. A daños físicos en la superficie del producto o accesorio, lo que incluyen, sin limitación, grietas o rasguños en las superficies del producto o accesorio, incluida cualquier pantalla o lente;
12. A ningún equipo u otro producto que se conecte al producto. HTC no garantiza que el funcionamiento del producto o accesorio será ininterumpido ni libre de errores;
13. Donde el software cargado en el producto, incluido, sin limitación, el sistema operativo y/o firmware, necesite actualizarse, si tales actualizaciones las puede cargar usted;
14. A cualquier producto en el que el sistema operativo y/o firmware se haya alterado, lo que incluye cualquier intento fallido de alterar el sistema operativo, con independencia de que tales modificaciones estén o no autorizadas, aprobadas o sancionadas por HTC;
15. A mal funcionamiento causado al desconectar cualquier cable del Producto, o apagar el Producto, o apagar su computadora durante la actualización del firmware;
16. A malos funcionamientos causados por el uso o la conexión del producto o accesorio con un accesorio no autorizado o proporcionado por HTC, o usado de cualquier otra forma diferente a aquella para la que se ha diseñado y donde tal defecto no se deba al propio producto. El uso de accesorios que no sean de HTC puede anular esta garantía limitada.

¿CÓMO OBTENGO EL SERVICIO DE GARANTÍA?

En el caso de que se perciba un mal funcionamiento en el producto o accesorio, debe llevar a cabo las siguientes acciones:

1. Consulte el manual del usuario y/o los recursos disponibles en www.vive.com/support para identificar y corregir el problema.
2. Si el problema no puede resolverse consultando el manual del usuario y/o los recursos disponibles en www.vive.com, debe ponerse en contacto con el distribuidor a quien adquirió el producto o accesorio o visitar el sitio web www.vive.com/support para obtener información detallada sobre la atención al cliente de HTC para obtener ayuda. Solo HTC o un centro de servicio autorizado de HTC debe realizar tareas de servicio en el producto o accesorio.
3. Cuando se ponga en contacto con el distribuidor o HTC, asegúrese de tener la siguiente información disponible:
 - a. El modelo y número de serie del producto o accesorio.
 - b. Su dirección e información de contacto completas.
 - c. Una copia de la factura, recibo o nota de venta original correspondiente a la compra del producto. Debe presentar una prueba válida de compra cuando realice cualquier reclamo de conformidad con esta garantía limitada.

completar estos pasos, HTC le proporcionará instrucciones sobre cómo y cuándo se debe devolver el producto o accesorio. Es posible que tenga que asumir los costes relacionados con la devolución del producto o accesorio a HTC.

devuelve el producto o accesorio durante el período de garantía y se cumplen los términos de esta garantía limitada, HTC o su agente autorizado lo reparará o reemplazará (lo que estime más oportuno). La reparación o sustitución puede implicar el uso de un producto y/o piezas reacondicionadas con funcionalidad

juivalente. El distribuidor o HTC le devolverá a usted el producto o accesorio reparado o de sustitución en buen estado de funcionamiento. Cualquier producto, accesorio, o piezas o componentes del mismo que se reemplacen bajo los términos de esta garantía limitada pasarán a ser propiedad de HTC.

HTC repara o reemplaza el producto, dicho producto seguirá estando garantizado durante el tiempo restante del período de garantía original o durante tres (3) meses a partir de la fecha de reparación o reemplazo, lo que sea más largo.

l lugar de pedirle a usted que devuelva el producto o accesorio, HTC puede optar por proporcionarle directamente piezas instalables por el usuario para cumplir con sus obligaciones de garantía limitada. Usted, a su vez, se compromete a devolver las piezas sustituidas si así se lo solicita HTC.

l HC recibir notificación de un mal funcionamiento percibido durante el período de garantía aplicable con el fin de que usted tenga derecho a cualquier recurso bajo la garantía limitada. No envíe su producto o accesorio directamente a HTC a menos que se le pida que lo haga cuando siga los pasos anteriores. Si

SPOSICIONES GENERALES

1. **Lev subalternativa:** esta garantía limitada se regirá por la legislación de España y usted puede presentar cualquier conflicto que surja de esta garantía limitada o esté relacionada con ella a los tribunales correspondientes a su domicilio en España.
2. **Divisibilidad:** salvo lo dispuesto anteriormente de manera específica, si un tribunal considerara no válido o inaplicable alguna parte de esta garantía limitada, esto no tendrá afectará a la aplicabilidad validez de cualquier otra parte de la garantía limitada.

2 ANS GARANTIE LIMITÉE HTC VIVE FLOW PRODUIT

ance
JUILLEZ LIRE ATTENTIVEMENT LA PRÉSENTE GARANTIE LIMITÉE POUR COMPRENDRE VOS DROITS ET OBLIGATIONS.
I UTILISANT VOTRE PRODUIT OU ACCESSOIRE HTC, VOUS ACCEPTEZ CETTE GARANTIE LIMITÉE GRATUITE.

TTTE GARANTIE EST DISTINCTE DES DROITS ET GARANTIES STATUTAIRES DANS LE CADRE DES RÈGLEMENTATIONS OBLIGATOIRES SUR LA PROTECTION DES CONSOMMATEURS VOUS ÉTANT APPLICABLES. ELLE EST DESTINÉE A VOUS OCTROYER DES DROITS SPÉCIFIQUES ET, LE CAS ÉCHEANT, SUPPLÉMENTAIRES, DANS S LIMITES DE CE QUE LA LOI AUTORISE, ET N'EST DESTINÉE NI A REMPLACER NI A SE SUBSTITUER À CES DROITS OU GARANTIES STATUTAIRES. AVANT D'EXERCER VOS DROITS DANS LE CADRE DE CETTE GARANTIE, VOUS DEVEZ PRENDRE CONNAISSANCE DE VOS DROITS ET GARANTIES STATUTAIRES TELS QUE SPÉCIFIÉS

NS CETTE GARANTIE, CAR IL PEUT ÊTRE PRÉFÉRABLE D'EXERCER CES DERNIERS PLUTÔT QUE D'EFFECTUER UNE RÉCLAMATION DANS LE CADRE DE LA PRÉSENTE GARANTIE.

TTTE GARANTIE LIMITÉE NE PORTE PAS PRÉJUDICE ET EST OCTROYÉE EN SUS DES GARANTIES STATUTAIRES POUR LES CONSOMMATEURS RELATIVES À LA CONFORMITÉ (ARTICLES L 211-1 À L 211-14 DU CODE DE LA CONSOMMATION FRANÇAIS) ET AUX VICES CACHÉS (ARTICLE 1641 À 1648 DU CODE CIVIL FRANÇAIS) DNT VOUS BÉNÉFICIEZ SI VOUS ÊTES UN « CONSOMMATEUR » SELON LE CODE DE LA CONSOMMATION FRANÇAIS, TELS QUE :

1. Article L 211-4 du code de la consommation français, dispoant que : « Le vendeur est tenu de livrer un bien conforme au contrat et répond des défauts de conformité existant lors de la délivrance. Il répond également des défauts de conformité résultant de l'emballage, des instructions de montage ou de l'installation lorsque celle-ci a été mise à sa charge par le contrat ou a été réalisée sous sa responsabilité. »
2. Article L 211-5 du code de la consommation français, dispoant que : « Pour être conforme au contrat, le bien doit : 1°/ être propre à l'usage habituellement attendu d'un bien semblable et, le cas échéant, (i) correspondre à la description donnée par le vendeur et posséder les qualités que celui-ci a présentées à l'acheteur sous forme d'échantillon ou de modèle, (ii) présenter les qualités qu'un acheteur peut légitimement attendre eu égard aux déclarations publiques faites par le vendeur, par le producteur ou par son représentant, notamment dans la publicité ou l'étiquette ; 2°/ Ou présenter les caractéristiques définies d'un commun accord par le vendeur et le consommateur avant la vente. »
3. Article L 211-12 du code de la consommation français, dispoant que : « L'action résultant du défaut de conformité se prescrit par deux ans à compter de la délivrance du bien. »
4. Article 1641 du code civil français, dispoant que : « Le vendeur est tenu de la garantie à raison des défauts cachés de la chose vendue qui la rendent impropre à l'usage auquel on la destine, ou qui diminuent tellement cet usage que l'acheteur ne l'aurait pas acquise, ou n'en aurait donné qu'un moindre prix, s'il les avait connus. »
5. Article 1648 alinéa 1 du code civil français, dispoant que : « L'action résultant des vices rédhibitoires doit être intentée par l'acquéreur dans un délai de deux ans à compter de la découverte du vice. »

PRODUIT EST UNIQUEMENT DESTINÉ À UNE UTILISATION PERSONNELLE ET NON COMMERCIALE. LA COUVERTURE PAR LA GARANTIE EST ANNULÉE EN CAS D'UTILISATION À DES FINS COMMERCIALES (COMPRENANT MAIS NON LIMITÉE À : LOCATION, JEUX PAYANTS, ARCADE... ETC.)

FINITIONS

s définitions suivantes s'appliquent à cette Garantie Limitée :

1. Le **"Produit"** désigne le système de réalité virtuelle VIVE FLOW fourni dans l'emballage lors de l'achat initial auprès d'un détaillant agréé et qui comprend le Casque (VIVE FLOW Headset), Boîtier de liaison (VIVE FLOW Link Box), Base Station, et les Contrôleurs (VIVE FLOW Controllers).
2. Le **"Accessoire"** ou les **"Accessoires"** désignent le ou les autres composants secondaires fournis avec le Produit lors de la vente, inclus dans l'emballage et comprenant les Câble de casque (Headset cable), USB cable, Display port cable, Adaptateur secteur (Power adapter); à conditions qu'ils soient fabriqués par ou pour HTC et achetés auprès d'un détaillant agréé et qu'ils puissent être identifiés par la marque commerciale, l'appellation commerciale ou le logo « HTC » ou « VIVE » apposés sur le composant, si initialement fournis.
3. La **"Fabricant Période de Garantie"** signifie vingt-quatre (24) mois à compter de la date à laquelle vous avez acheté ou reçu la livraison du Produit d'un détaillant autorisé pour le **"Produit"**. Et douze (12) mois à compter de la date à laquelle vous avez acheté ou reçu la livraison du produit d'un détaillant autorisé pour les **"Accessoires"**.
4. **"Vous"** ou **"Votre"** désigne l'acheteur au détail initial et/ou l'utilisateur final initial du Produit.
5. Les **"Conditions Normales d'Utilisation"** désignent une utilisation courante par l'utilisateur final dans des conditions domestiques normales en conformité avec les paramètres, les méthodes et les procédures prévus dans le « Manuel d'utilisation » (tel que défini ci-dessous).
6. **"Manuel d'Utilisation"** signifie les « documents d'instructions de l'utilisateur » et le « guide de sécurité » emballés avec le produit ou l'accessoire ou publiés en ligne.

JI PROPOSE CETTE GARANTIE LIMITÉE

ttte Garantie Limitée vous est octroyée par HTC Corporation, No. 23, Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan. (« HTC »).

JE COUVRE CETTE GARANTIE LIMITÉE ?

ndant la Période de Garantie, HTC garantit que le Produit ou l'Accessoire sera exempt de défauts de matériaux et de main d'œuvre s'il est utilisé dans des Conditions normales d'utilisation, conformément aux instructions d'utilisation fournies avec le Produit ou l'Accessoire ou publiées en ligne.

RRITOIRE

tte Garantie limitée est valide et applicable uniquement pour les Produits ou Accessoires que HTC a mis en vente en France et qui ont été achetés en France.

1 produit ou un Accessoire peut être retourné pour réparation dans le cadre de cette Garantie limitée, uniquement dans le pays où il a été acheté.

JE NE COUVRE PAS CETTE GARANTIE LIMITÉE ?

La Garantie limitée s'applique exclusivement au Produit ou à l'Accessoire. Elle ne s'applique donc pas aux équipements non-HTC ni aux logiciels quels qu'ils soient, développés par HTC ou une tierce partie, même s'ils sont destinés ou étiquetés comme pouvant être utilisés avec le Produit. Les fabricants, fournisseurs ou litteurs tiers peuvent proposer des garanties pour leurs propres produits et Vous pouvez les contacter directement pour obtenir des services.

ÈME VIS-À-VIS DU PRODUIT OU DE L'ACCESSOIRE QUE VOUS AVEZ ACHÉTÉ, CETTE GARANTIE LIMITÉE NE PEUT PAS S'APPLIQUER :

1. si le numéro de série, le code de date, l'indicateur d'eau ou le scellé de garantie (étiquette VOID) du Produit ou de l'Accessoire ont été retirés, effacés, dégradés ou altérés ou sont illisibles ;
2. aux détériorations de l'aspect esthétique du Produit ou de l'Accessoire en raison d'une usage normale;
3. aux pièces consommables, telles que les: Dragonne sangle (Lanyard), Pile alcaline AA (AA alkaline battery), Chiffon de nettoyage (Clean cloth) ou les revêtements de protection, dont on peut raisonnablement attendre qu'elles s'amouindrissent avec le temps, sauf si une défaillance s'est produite en raison d'un dysfonctionnement;
4. aux dysfonctionnements causés par la batterie, si elle a été installée de manière incorrecte par Vous ou une autre personne, si les scellés de l'enceinte de la batterie ou les cellules sont cassés ou présentent des traces de manipulation, ou en cas d'utilisation dans un équipement autre que celui pour lequel elle a été définie ;
5. aux dysfonctionnements causés par des surcharges électriques ou d'autres problèmes de courant électrique qui ne sont pas un dysfonctionnement du Produit ou de l'Accessoire ;
6. à une utilisation non conforme au manuel d'utilisation ou hors des Conditions normales d'utilisation ;
7. aux manipulations brutales ; à une utilisation à l'extérieur ; à une exposition aux liquides ; à l'humidité ou aux conditions thermiques ou environnementales extrêmes ou à un changement rapide de ces conditions ; à la corrosion ou à l'oxydation;
8. à une utilisation à des fins commerciales, car le Produit est uniquement destiné à des fins de divertissement personnel ;
9. aux modifications, connexions ou ouvertures non autorisées, aux réparations au moyen de pièces de rechange non autorisées ou aux réparations par une personne ou un site non autorisés ;
10. aux accidents, cas de force majeure ou autres actions au-delà du contrôle raisonnable de HTC (comportant mais non limités aux carences des pièces consommables) sauf si le défaut a été causé directement par un dysfonctionnement ;
11. aux dommages physiques sur la surface du Produit ou de l'Accessoire, comportant mais non limités aux craquelures ou aux rayures sur les surfaces du Produit ou de l'Accessoire, y compris les écrans ou les objets ;
12. aux ordinateurs ou aux autres produits auxquels le Produit peut se connecter. HTC ne garantit pas que le fonctionnement du Produit ou de l'Accessoire sera ininterrompu ou sans erreur ;
13. si le logiciel chargé sur le Produit, comportant mais non limité au système d'exploitation et/ou au firmware, doit être mis à niveau, si ces mises à jour peuvent être chargées par Vous ;
14. aux Produits dans lesquels le système d'exploitation et/ou le firmware a été altéré, y compris les tentatives échouées d'altérer le système d'exploitation ;
15. aux dysfonctionnements causés par le débranchement d'un câble du Produit ou la mise hors tension du Produit ou la mise hors tension de votre ordinateur pendant la mise à jour du micrologiciel;
16. aux dysfonctionnements causés par l'utilisation du Produit ou de l'Accessoire avec ou la connexion du Produit à un accessoire non approuvé ou fourni par HTC, ou utilisé d'une autre façon que son utilisation prévue, et si ce défaut n'est pas un dysfonctionnement du Produit lui-même. L'utilisation d'accessoires non-HTC peut annuler cette Garantie limitée.

MMMENT OBTENIR MON SERVICE DE GARANTIE ?

ns le cas d'un dysfonctionnement détecté au niveau du Produit ou de l'Accessoire, Vous devez prendre les mesures suivantes :

1. Consultez le manuel d'utilisation et/ou les ressources disponibles à l'adresse www.vive.com/support afin d'identifier et de corriger le problème. **Veillez noter que l'ouverture du Produit ou de l'Accessoire peut causer des dommages qui ne sont pas couverts dans le cadre de la Garantie limitée.**
2. Si le problème ne peut pas être résolu en consultant le manuel d'utilisation et/ou les ressources disponibles à l'adresse www.vive.com, Vous devez contacter le Détaillant auprès duquel Vous avez acheté le Produit ou l'Accessoire ou vous rendre à l'adresse www.vive.com/support pour de plus amples informations ou contacter le service client d' HTC pour obtenir de l'aide. Seul HTC ou un centre de service agréé HTC doivent assurer l'entretien du Produit ou de l'Accessoire.
3. Lorsque Vous contactez le détaillant ou HTC, veuillez vous assurer de disposer des informations suivantes :
 - a. Le modèle et le numéro de série du Produit ou de l'Accessoire.
 - b. Votre adresse et vos coordonnées complètes.
 - c. Une copie de la facture, du reçu ou du bordereau de vente original pour l'achat du Produit. Vous devez présenter une preuve d'achat valide lorsque vous effectuez une réclamation au titre de cette Garantie limitée.

vo fies ces étapes effectuées, HTC Vous fournira des instructions concernant le moment où le Produit ou l'Accessoire doit être retourné, et la façon de procéder. Vous êtes responsable des coûts liés au retour du Produit ou de l'Accessoire à HTC sauf indication contraire de HTC dans les instructions de retour Vous étant urnies.

Vous retourner le Produit ou l'Accessoire pendant la Période de Garantie et s'il répond aux conditions de cette Garantie Limitée, HTC ou son agent agréé le répareront ou le remplaceront, à leur seule discrétion. La réparation ou le remplacement peuvent impliquer l'utilisation d'un Produit et/ou de pièces reconditionnés

fonctionnalités équivalentes. Le détaillant ou HTC Vous retourneront le Produit ou l'Accessoire réparé ou de remplacement en bon état de fonctionnement. Les Produits, Accessoires, pièces ou composants correspondants remplacés selon les termes de cette Garantie limitée deviendront la propriété de HTC.

HTC repare ou remplace le Produit, le Produit réparé ou remplacé continuera à être garanti pendant le temps restant de la Période de garantie ou pendant trois (3) mois à compter de la réparation ou du remplacement, la période la plus longue sera retenue.

l lieu de Vous demander de retourner le Produit ou l'Accessoire, HTC peut plutôt choisir de Vous fournir directement des pièces pouvant être installées par l'utilisateur pour remplir ses obligations dans le cadre de cette Garantie limitée. Vous acceptez à votre tour de retourner les pièces remplacées en cas de demande r HTC.

© doit être informé d'un dysfonctionnement détecté pendant la Période de Garantie applicable afin que vous soyez éligible à toute solution dans le cadre de la Garantie limitée. N'expédiez pas Votre Produit ou Accessoire directement à HTC sauf si Vous y êtes invité en suivant les étapes ci-dessus. Si Vous devez retourner

Produit ou l'Accessoire pour bénéficier du service de garantie, les étapes ci-dessus doivent être suivies.

SPOSITIONS GÉNÉRALES

1. **DOMICILE APPLICABLE :** CETTE GARANTIE LIMITÉE S'ERA RÉGIE PAR LE DROIT DU PAYS DANS LEQUEL LE PRODUIT ET/OU LES ACCESSOIRES ONT ÉTÉ ACHETÉS ET LES TRIBUNAUX COMPÉTENTS DE VOTRE PAYS DE RESIDENCE OU LES TRIBUNAUX COMPÉTENTS EN VERTU DU DROIT DE VOTRE PAYS DE RESIDENCE AURONT
2. **Divisibilité :** Sauf disposition spécifique ci-dessus, si une partie de cette Garantie limitée est déclarée invalide ou inapplicable par un tribunal, cela n'affecte pas la validité ni l'applicabilité des autres parties de la Garantie limitée.

2 ANNI GARANZIA LIMITATA HTC VIVE FLOW PRODOTTO

GGERE CON ATTENZIONE LA PRESENTE GARANZIA LIMITATA PER COMPRENDERE I PROPRI DIRITTI E I PROPRI DOVERI.

ILIZZANDO IL PRODOTTO O L'ACCESSORIO HTC, L'UTENTE ACCETTA LA GARANZIA LIMITATA. QUESTA GARANZIA È DISTINTA DA QUALSIASI DIRITTO LEGALE VIGENTE AI SENSI DI QUALSIVOGLIA LEGGE PER LA TUTELA OBBLIGATORIA DEI CONSUMATORI APPLICABILE, COMPRESA LA GARANZIA LEGALE IN CASO DI

FETTO DI CONFORMITÀ COME DESCRITTO DI SEGUITO. È INTESA A GARANTIRE DIRITTI SPECIFICI E, IN ALCUNI CASI, DIRITTI AGGIUNTIVI, ENTRO I LIMITI DI QUANTO CONSENTITO DALLA LEGGE E NON È DESTINATA A SOSTITUIRE O SOPPIANTARE TALI DIRITTI LEGALI. PRIMA DI ESERCITARE I DIRITTI SPETTANTI IN

RTU DELLA PRESENTE GARANZIA, È NECESSARIO ACQUISIRE FAMILIARITÀ CON I DIRITTI LEGALI DI CUI SI È TITOLARI.

LA PRESENTE GARANZIA LIMITATA NON SOSTITUISCE LA GARANZIA LEGALE DI CONFORMITÀ CONCESSA DAL RIVENDITORE ALL'UTENTE, IL QUALE, A SUA DISCREZIONE, PUÒ CHIEDERE AL RIVENDITORE DI RIPARARE O SOSTITUIRE IL PRODOTTO DIFETTOSO GRATUITAMENTE IN ENTRAMBI I CASI, A MENO CHE LA FORMA DI PARAZIONE RICHIESTA SIA IMPOSSIBILE O SPROPORZIONATA. A SUA DISCREZIONE, L'UTENTE PUÒ CHIEDERE AL RIVENDITORE UNA CONGRUA RIDUZIONE DEL PREZZO O LA RISOLUZIONE DEL CONTRATTO SE SI VERIFICA UNA DELLE SEGUENTI CIRCOSTANZE: A) LA RIPARAZIONE O LA SOSTITUZIONE SONO IMPOSSIBILI O RISPORZIONATE; B) IL RIVENDITORE NON HA OFFERTO UN'OPORTUNA FORMA DI RIPARAZIONE ENTRO UN PERIODO DI TEMPO RAGIONEVOLE; C) LA SOSTITUZIONE O LA RIPARAZIONE PRECEDENTEMENTE EFFETTUATA HA CAUSATO SIGNIFICATIVI INCONVENIENTI ALL'UTENTE. IL RIVENDITORE SARÀ CONSIDERATO RESPONSABILE NEI CONFRONTI DELL'UTENTE QUALORA IL DIFETTO DI CONFORMITÀ SI MANIFESTI ENTRO DUE ANNI DALLA CONSEGNA DEI PRODOTTI A CONDIZIONE CHE L'UTENTE NE DIA COMUNICAZIONE AL RIVENDITORE ENTRO DUE MESI DAL RILEVAMENTO DEL/ DIFETTO/I. LE AZIONI DESTINATE A RILEVARE UN FETTO DI CONFORMITÀ NON OCCULTO AL RIVENDITORE DEVRANNO AUTOMATICAMENTE VENISSE MESI DOPO LA CONSEGNA DEI PRODOTTI.

JESTO PRODOTTO È ESCLUSIVAMENTE PER USO PERSONALE E NON COMMERCIALE.

GARANZIA È NULLA SE VIENE UTILIZZATO PER SCOPI COMMERCIALI (INCLUSI, MA NON SOLO, NOLEGGIO, PAY-PER-PLAY, ARCADE, ECC.)

FINIZIONI

la presente Garanzia limitata si applicano le seguenti definizioni:

1. Per **"Prodotto"** si intende il sistema di realtà virtuale VIVE FLOW fornito nella confezione al momento dell'acquisto originale presso un rivenditore autorizzato e che è costituito dal Visore (VIVE FLOW Headset), Scatola di connessione (VIVE FLOW Link Box), Base Station e Controller portatile (VIVE FLOW Controllers).
2. Per **"Accessorio"** o **"Accessori"** si intendono altri componenti secondari forniti con il Prodotto al momento della vendita e inclusi nella confezione; la definizione comprende i Cavo visore (Headset cable), USB cable, Display port cable, Adattatore di alimentazione (Power adapter); a condizione che siano stati prodotti o per conto di HTC o acquistati prima di essere acquistati e possano essere identificati dal marchio di fabbrica "HTC" o "VIVE", dal nome commerciale o dal logo apposto sul componente, se presente, come fornito originariamente.
3. Il termine **"Periodo di Garanzia"** indica ventiquattro (24) mesi dalla data in cui hai acquistato o ricevuto la consegna del Prodotto o del **"Prodotto"**. E dodici (12) mesi dalla data di acquisto o consegna del prodotto da parte di un rivenditore autorizzato per **"Accessori"**.
4. Per **"l'Utente/gli Utenti"** o **"dell'Utente/degli Utenti"** si intende l'acquirente originario e/o l'utente finale originario del Prodotto.
5. Per **"Normali Condizioni d'uso"** si intende l'uso comune da parte dell'utente finale in normali condizioni domestiche conformemente alle istruzioni fornite con il Prodotto o l'Accessorio.

II OFFRE LA PRESENTE GARANZIA LIMITATA

presente Garanzia limitata è concessa all'Utente da HTC Corporation, società con sede al No. 23 Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan ("HTC").

IIA INCLUDE LA PRESENTE GARANZIA LIMITATA?

Prante il Periodo di garanzia HTC garantisce che il Prodotto o l'Accessorio siano esenti da difetti nei materiali e nella lavorazione, se usati nelle Normali condizioni d'uso conformemente a quanto indicato dai materiali riportanti le istruzioni per l'uso in dotazione con il Prodotto o l'Accessorio o pubblicati online.

presente Garanzia limitata è rilasciata esclusivamente all'Utente e non può essere venduta, ceduta, trasferita o concessa, in tutto o in parte, a qualsiasi successivo compratore o acquirente del Prodotto o dell'Accessorio o a qualsivoglia altra persona.

BRITORIO

presente garanzia limitata è valida e applicabile solo per i prodotti e gli accessori venduti da HTC in Italia e acquistati e utilizzati in Italia.

Il Prodotto o un Accessorio può essere reso solo per essere riparato ai sensi della presente Garanzia limitata nel Paese in cui è stato acquistato. La disponibilità dell'assistenza in garanzia e i tempi di risposta possono variare in base al Paese.

IIA NON INCLUDE LA PRESENTE GARANZIA LIMITATA?

presente Garanzia limitata è applicabile esclusivamente a un Prodotto o a un Accessorio. Pertanto non si applica a qualsiasi apparecchiatura non di produzione HTC o a qualsiasi software, tanto sviluppato da HTC quanto da terzi, anche se inteso o etichettato per essere utilizzato con il Prodotto. I produttori, i fornitori o editori terzi possono fornire garanzie per i propri prodotti e l'Utente li potrà contattare direttamente per ottenere assistenza.

CHIEDE RISPETTO AL PRODOTTO O ALL'ACCESSO. LA PRESENTE GARANZIA LIMITATA NON SI APPLICA:

1. se il numero di serie, il codice della data, l'indicatore di acqua o il sigillo di garanzia (etichetta di sicurezza riportante la dicitura "Void") del Prodotto o dell'Accessorio sono stati rimossi, cancellati, rovinati, alterati o sono illeggibili;
2. in caso di deterioramento dell'aspetto estetico del Prodotto o dell'Accessorio a causa di normale usura;
3. a componenti consumabili, come: Cinturino (Lanyard), Batteria AA alcalina (AA alkaline battery), Panno per la pulizia (Clean cloth) o rivestimenti protettivi da cui è ragionevole attendersi un calo delle prestazioni nel tempo, a meno che il problema non si sia verificato a causa di malfunzionamento;
4. a malfunzionamenti causati dalle batterie, se installate in modo non corretto dall'Utente o da altri, se i sigilli dell'alloggiamento delle batterie o le pile sono rotti o mostrano segni di manomissione oppure se le batterie sono utilizzate in apparecchiature diverse da quelle per le quali se n'è indicato specificamente il ricorso;
5. a malfunzionamenti causati da scariche elettriche o altri problemi interessanti la corrente elettrica non dovuti al Prodotto o all'Accessorio;
6. all'uso non in conformità a quanto prescritto nel manuale dell'utente o esulante dalle Normali condizioni d'uso;
7. a forti sollecitazioni; all'uso all'aperto; all'esposizione a liquidi; all'umidità o a condizioni termiche o ambientali estreme o a un rapido cambiamento di tali condizioni; a corrosione od ossidazione;
8. all'uso per scopi commerciali, in quanto il Prodotto è destinato esclusivamente a finalità di intrattenimento personale;
9. a modifiche o connessioni non autorizzate o all'apertura non autorizzata, a una riparazione in cui si faccia uso di ricambi non autorizzati o alla riparazione da parte di un soggetto o in una struttura non autorizzati;
10. a incidenti, ad agenti naturali o ad altri eventi non ragionevolmente controllabili da parte di HTC (inclusi, ma non solo, difetti nei componenti deperibili) a meno che il difetto non sia stato causato direttamente da un malfunzionamento;
11. a danni fisici alla superficie del Prodotto o dell'Accessorio, inclusi, ma non solo, crepe o graffi sulle superfici del Prodotto o dell'Accessorio, compresi schermi o lenti;
12. a qualsiasi computer o altro prodotto a cui può connettersi il Prodotto. HTC non garantisce che il funzionamento del Prodotto o dell'Accessorio sia ininterrotto o privo di errori;
13. qualora il software caricato sul Prodotto, incluso, ma non solo, il sistema operativo e/o il firmware, debba essere aggiornato, se tali aggiornamenti possono essere caricati dall'Utente;
14. a qualsiasi Prodotto in cui il sistema operativo e/o il firmware sia stato alterato, compresi eventuali tentativi non riusciti di modificare il sistema operativo, indipendentemente dal fatto che tali modifiche siano autorizzate, approvate o comunque consentite da HTC;
15. a malfunzionamenti causati dallo scollegamento di qualsiasi cavo dal Prodotto, dallo spegnimento del Prodotto o dallo spegnimento del computer durante l'aggiornamento del firmware;
16. a malfunzionamenti causati dall'uso del Prodotto o dell'Accessorio con un accessorio, o attraverso la connessione del Prodotto a tale accessorio, non approvato o fornito da HTC, o utilizzato in modi diversi dalla destinazione d'uso e in cui tale difetto non sia dovuto al Prodotto stesso. L'utilizzo di accessori non di produzione HTC potrebbe invalidare la presente Garanzia limitata.

IIIE SI OTTENE L'ASSISTENZA IN GARANZIA?

caso di malfunzionamento riscontrato nel Prodotto o nell'Accessorio, l'Utente deve intraprendere le seguenti azioni:

1. Consultare il manuale dell'utente e/o le risorse disponibili sul sito www.vive.com/support per identificare e correggere il problema.
2. Se il problema non può essere risolto consultando il manuale dell'utente e/o le risorse disponibili sul sito www.vive.com, l'Utente deve rivolgersi al rivenditore presso il quale ha acquistato il Prodotto o l'Accessorio oppure visitare il sito www.vive.com/support per ulteriori informazioni su come contattare l'assistenza clienti HTC. L'assistenza sul Prodotto o sull'Accessorio deve essere effettuata esclusivamente da HTC o da un centro di assistenza autorizzato HTC.
3. Prima di contattare il rivenditore o HTC, l'Utente deve accertarsi di avere a portata di mano le seguenti informazioni:
 - a. il modello e il numero di serie del Prodotto o dell'Accessorio.
 - b. il proprio indirizzo completo e le informazioni per essere contattato.
 - c. Una copia della fattura originale, della ricevuta o dello scontrino di acquisto del Prodotto. È necessario presentare una prova di acquisto valida nel momento in cui si avanzano delle pretese ai sensi della presente Garanzia limitata.

Impletate queste procedure, HTC fornirà all'Utente le istruzioni su come e quando deve essere reso il Prodotto o l'Accessorio.

L'Utente restituisce il Prodotto o l'Accessorio durante il Periodo di Garanzia e soddisfa le condizioni poste da questa Garanzia limitata, HTC o il suo agente autorizzato, a propria esclusiva discrezione, lo ripareranno o sostituiranno. La riparazione o la sostituzione possono comportare l'uso di un Prodotto e/o di ricambi generati con funzionalità equivalenti. Il rivenditore o HTC restituiranno all'Utente il Prodotto o l'Accessorio riparato o sostituito in buone condizioni operative. Qualsiasi Prodotto, Accessorio, nonché tutti i ricambi o componenti sostituiti ai sensi della presente Garanzia limitata diventano di proprietà di HTC.

Caso di riparazione o sostituzione del Prodotto da HTC, il Prodotto medesimo o sostituito continuerà a essere garantito per il restante Periodo di Garanzia o per tre (3) mesi a decorrere dalla data di riparazione o sostituzione, a seconda di quale periodo è più lungo.

utusso che richiedere all'Utente di restituire il Prodotto o l'Accessorio, HTC potrebbe invece scegliere di fornire elementi installabili direttamente dall'Utente per soddisfare gli obblighi ad opera dell'Utente in virtù della Garanzia limitata. L'Utente, a sua volta, accetta di restituire i componenti sostituiti, se richiesto da HTC. L'C deve essere avvisata di un malfunzionamento riscontrato durante il Periodo di garanzia applicabile in modo che l'Utente abbia diritto a qualsiasi forma di riparazione spettantegli ai sensi della Garanzia limitata. Non spedire il Prodotto o l'Accessorio direttamente a HTC a meno che non venga richiesto mentre si esegue procedura descritta in precedenza. Se l'Utente deve restituire il Prodotto o l'Accessorio per l'assistenza in garanzia, si devono osservare le procedure di cui sopra.

MITAZIONE DI RESPONSABILITÀ

TALTA ECCEZIONE PER I CASI DI COLPA GRAVE O INTENZIONALE DI HTC, NONCHÉ LADDOVE DIVERSAMENTE PREVISTO IN QUESTA GARANZIA, E SENZA PREGIUDICARE QUANTO DISPOSTO DALLE LEGGI SULLA TUTELA DEI CONSUMATORI E IN MATERIA DI RESPONSABILITÀ CIVILE IN VIGORE, HTC SARÀ RESPONSABILE SULLA PRESSIONE DI PERDITE O DANNI SUBITI A CAUSA DELLA VIOLAZIONE DA PARTE SIA DELLA PRESENTE GARANZIA LIMITATA, SE LE PERDITE SONO UNA CONSEGUENZA PREVEDIBILE DELLA VIOLAZIONE, NON SIAMO RESPONSABILI PER DANNI INDIRETTI VERIFICATISI COME EFFETTO COLLATERALE DELLA PERDITA O DEL VNNO PRINCIPALE NON PREVEDIBILI DALL'UTENTE E DA HTC, INCLUSI, MA NON SOLO, LA PERDITA DI PROFITTO O LE PERDITE COMMERCIALI, L'INTERRUZIONE DI ATTIVITÀ, LA PERDITA DI INFORMAZIONI COMMERCIALI, LA PERDITA DI DATI, LA PERDITA DI PRIVACY O LA PERDITA DI RISERVATEZZA. NONOSTANTE QUANTO INDICATO IN PRECEDENZA E ANCHE QUALORA UNA FORMA DI RIPARAZIONE NON ABBIAT ESITO POSITIVO, LA RESPONSABILITÀ COMPLESSIVA DI HTC E DEI SUOI FORNITORI AI SENSI DI QUALSIVOGLIA DISPOSIZIONE DELLA PRESENTE GARANZIA LIMITATA SARÀ LIMITATA ALLA SOMMA EFFETTIVAMENTE GATA DAL CLIENTE PER IL PRODOTTO O L'ACCESSORIO (JOVE APPLICABILE), FATTA ECCEZIONE PER I CASI DI COLPA GRAVE O INTENZIONALE DI HTC E SENZA PREGIUDICARE L'APPLICABILITÀ DELLE LEGGI SULLA TUTELA DEI CONSUMATORI E IN MATERIA DI RESPONSABILITÀ CIVILE. TALI ESCLUSIONI SONO VALIDE ANCHE NEL USO IN CUI HTC SIA STATA AVVERTITA DELLA POSSIBILITÀ DEL VERIFICARSI DI QUESTI DANNI.

SPOSIZIONI GENERALI

1. **Legge vigente:** la presente Garanzia limitata sarà regolata dalla legge del Paese in cui il Prodotto e/o gli Accessori sono stati acquistati e i tribunali competenti di questo Paese avranno giurisdizione esclusiva in relazione a questa Garanzia limitata.
2. **Separabilità:** ad eccezione di quanto espressamente indicato in precedenza, se una qualsiasi parte della presente Garanzia limitata viene ritenuta non valida o non applicabile da un tribunale, ciò non pregiudicherà la validità e l'applicabilità di qualsiasi altra parte della Garanzia limitata.

ОГРАНИЧЕННАЯ ГАРАНТИЯ ДЛЯ HTC VIVE FLOW

ксийская Федерация

ИМАТЕЛЬНО ПРОЧИТАЙТЕ ТЕКСТ НАСТОЯЩЕЙ ОГРАНИЧЕННОЙ ГАРАНТИИ, ЧТОБЫ ПОНЯТЬ СВОИ ПРАВА И ОБЯЗАННОСТИ.

ИСТОЯЩАЯ ГАРАНТИЯ ЯВЛЯЕТСЯ СОСТАВНОЙ ЧАСТЬЮ УСЛОВИЙ ПРОДАЖИ ИЗДЕЛИЯ. ПРИОБРЕТАЯ ИЗДЕЛИЕ ИЛИ ПРИНАДЛЕЖНОСТИ, ВЫ ВЛАДЕЛЕЦ ПРИНИМАЕТЕ УСЛОВИЯ НАСТОЯЩЕЙ ОГРАНИЧЕННОЙ ГАРАНТИИ.

ИСТОЯЩАЯ ГАРАНТИЯ НЕ ЗАТРАГИВАЕТ ЗАКОННЫХ ПРАВ, УСТАНОВЛЕННЫХ ЗАКОНАМИ И ЛЮБЫМИ ОБЯЗАТЕЛЬНЫМИ ТРЕБОВАНИЯМИ О ЗАЩИТЕ ПРАВ ПОТРЕБИТЕЛЕЙ, КОТОРЫЕ РАСПРОСТРАНЯЮТСЯ НА ВЛАДЕЛЬЦА. ЦЕЛЬ НАСТОЯЩЕЙ ГАРАНТИИ — ПРЕДОСТАВИТЬ ВЛАДЕЛЬЦУ КОНКРЕТНЫЕ И, В ВЫСШЕЙ СТЕПЕНИ ОБЯЗАТЕЛЬНЫЕ ПРАВА В РАМКАХ РАЗРЕШАЕМЫХ ЗАКОНОМ, И НАСТОЯЩАЯ ГАРАНТИЯ НЕ ЗАМЕНЯЕТ СОБОЙ ТАКИЕ ЗАКОННЫЕ ПРАВА. ПЕРЕД ОСУЩЕСТВЛЕНИЕМ СВОИХ ПРАВ ПО НАСТОЯЩЕЙ ГАРАНТИИ ОЗНАКОМЬТЕСЬ СО СВОИМИ ЗАКОННЫМИ ПРАВАМИ, И КАК МОЖЕТ БЫТЬ ПОДРОБНЕЕ ОСУЩЕСТВИТЬ ИХ, А НЕ ПРЕДВЯЛЯТЬ ТРЕБОВАНИЯ ПО НАСТОЯЩЕЙ ГАРАНТИИ.

ИСТОЯЩЕЕ ИЗДЕЛИЕ ПРЕДНАЗНАЧЕНО ТОЛЬКО ДЛЯ ЛИЧНОГО НЕКОММЕРЧЕСКОГО ИСПОЛЬЗОВАНИЯ. ГАРАНТИЙНОЕ ПОКРЫТИЕ АННИУЛИРУЕТСЯ В СЛУЧАЕ ИСПОЛЬЗОВАНИЯ ИЗДЕЛИЯ В КОММЕРЧЕСКИХ ЦЕЛЯХ (ВКЛЮЧАЯ КРОМЕ ПРОЧЕГО: АРЕНДУ, РАЗВЛЕКАТЕЛЬНЫЕ АТРАКЦИОНЫ , ИГРОВЫЕ АВТОМАТЫ Т. Д.).

требления

настоящей Ограниченной гарантией используются следующие определения:

1. **«Изделие»:** означает систему виртуальной реальности с набором VIVE FLOW, приобретенную у авторизованного розничного продавца, в комплект которой входит следующее: Шлем («VIVE FLOW Headset»), Коммуникационный модуль («VIVE FLOW Link Box»), Base Station и Контроллер («VIVE FLOW Controllers»).
2. **«Принадлежность» или «Принадлежности»** — другие вспомогательные компоненты, поставляемые с Изделием в момент продажи и входящие в комплект, а именно: Кабель Шлем (Headset Cable), USB cable, Display port cable, Адаптер питания (Power Adapter) что они произведены компанией HTC или для нее, приобретаются у авторизованного розничного продавца и могут быть идентифицированы по товарному знаку, торговой марке или логотипу HTC или VIVE, прикрепленным к компоненту, если есть, в момент первоначальной поставки.
3. **«Гарантийный период»** составляет двенадцать (12) месяцев с даты приобретения или получения Владелцем изделия у авторизованного розничного продавца.
4. **«Владелец»** — первый розничный покупатель и/или первый конечный пользователь Изделия.
5. **«Нормальные условия стандартного использования»** в нормальных условиях в соответствии с инструкциями, изложенными в Руководстве пользователя (см. ниже).
6. **«Руководство пользователя»** — инструктивные материалы для пользователя и руководство по технике безопасности, поставляемые с Изделием или Принадлежностью и опубликованные с использованием интернет-ресурса.

ЦЮ. ПРЕДОСТАВЛЯЮЩЕЕ НАСТОЯЩЮЮ ОГРАНИЧЕННУЮ ГАРАНТИЮ

ИСТОЯЩЮЮ ОГРАНИЧЕННУЮ ГАРАНТИЮ предоставляет компания HTC Corporation, зарегистрированная по адресу: No. 23, Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan (Тайвань) (HTC).

ОКРЫТИЕ В РАМКАХ НАСТОЯЩЕЙ ОГРАНИЧЕННОЙ ГАРАНТИИ

течение гарантийного периода HTC гарантирует, что Изделие или Принадлежность при их эксплуатации в Нормальных условиях в соответствии с инструктивными материалами для пользователя, поставляемыми с Изделием или Принадлежностью, либо опубликованными с использованием интернет-ресурса, будут иметь дефектов и/или недостатков, не являющихся результатом человеческого фактора. ИСТОЯЩАЯ ОГРАНИЧЕННАЯ ГАРАНТИЯ ПРЕДОСТАВЛЯЕТСЯ ТОЛЬКО ВЛАДЕЛЬЦУ, И НЕ МОЖЕТ БЫТЬ ПРОДАНА, УСТУПЛЕНА, ПЕРЕДАНА ИЛИ ПОДАРАНА ПОЛНОСТЬЮ ИЛИ ЧАСТИЧНО КАКОМУ-ЛИБО ПОСЛЕДУЮЩЕМУ ПОКУПАТЕЛЮ ИЛИ ПРИОБРЕТЕЛЮ Изделия или Принадлежности, либо иному лицу.

РПРИТОРИЯ

ИСТОЯЩАЯ ОГРАНИЧЕННАЯ ГАРАНТИЯ ДЕЙСТВИТЕЛЬНА И ПРИМЕНЯМА ТОЛЬКО ДЛЯ ПРОДУКТОВ И АКСЕССУАРОВ, КОТОРЫЕ HTC ПРОДАЛА В РОССИЙСКОЙ ФЕДЕРАЦИИ И КОТОРЫЕ ПРИОБРЕЛИ И ИСПОЛЬЗОВАЛИ В РОССИЙСКОЙ ФЕДЕРАЦИИ. ПО НАСТОЯЩЕЙ ОГРАНИЧЕННОЙ ГАРАНТИИ Изделие или Принадлежность подлежат возврату и ремонту только в Российской Федерации.

ЮКИ ПРЕДОСТАВЛЕНИЯ ГАРАНТИЙНОГО ОБСЛУЖИВАНИЯ УСТАНОВЛИВАЕТСЯ В СООТВЕТСТВИИ С ЗАКОНОДАТЕЛЬСТВОМ ТОЙ СТРАНЫ, В КОТОРОЙ ПРОИЗВОДИТСЯ ГАРАНТИЙНОЕ ОБСЛУЖИВАНИЕ.

ЮКИ ТАКИЕ ПРИНЦИПЫ, КОТОРЫЕ ПРИМЕНЯЮТСЯ НА НЕГО МОГУТ РАСПРОСТРАНЯТЬСЯ КОНКРЕТНЫЕ ЗАКОНЫ И НОРМАТИВНЫЕ АКТЫ ОБ ЭКСПОРТЕ, И СОГЛАСИЕ СОБЛЮДАТЬ ТРЕБОВАНИЯ ВСЕХ ТАКИХ ЗАКОНОВ И НОРМАТИВНЫХ АКТОВ ПРИ ЭКСПОРТЕ Изделия или Принадлежности к нему.

ВКЛЮЧЕНИЯ ИЗ НАСТОЯЩЕЙ ОГРАНИЧЕННОЙ ГАРАНТИИ

ИСТОЯЩАЯ ОГРАНИЧЕННАЯ ГАРАНТИЯ РАСПРОСТРАНЯЕТСЯ ТОЛЬКО НА Изделие или Принадлежность. Поэтому гарантия не распространяется на любое другое оборудование, не связанное с компанией HTC, или какое угодно программное обеспечение (например, набор средств разработки программного обеспечения (SDK) или средства поддержки для пакета приложений Android (APK)), независимо от того, кем они разработаны — компанией HTC или третьей стороной, даже если они предназначены для использования с данным Изделием или помечены как для использования с ним. Сторонние юизводители, поставщики или изделия могут предоставлять гарантии на собственные изделия, и Владелец может напрямую обращаться к ним за обслуживанием.

ЮКНЕ В ОТНОШЕНИИ Изделия ИЛИ ПРИНАДЛЕЖНОСТИ, ПРИОБРЕТЕННЫХ ВЛАДЕЛЬЦЕМ, НАСТОЯЩАЯ ОГРАНИЧЕННАЯ ЛИЦЕНЗИЯ НЕ ПРИМЕНЯЕТСЯ, ЕСЛИ НЕИСПРАВНОСТЬ ВОЗНИКЛА ПОСЛЕ ПЕРЕДАЧИ Изделия ИЛИ ПРИНАДЛЕЖНОСТЕЙ ВЛАДЕЛЬЦУ В СЛЕДСТВИЕ НЕНАДЛЕЖАЩИХ ИСПОЛЬЗОВАНИЯ, АНЕНИЯ И ТРАНСПОРТИРОВАНИЯ, ДЕЙСТВИЙ ТРЕТЬИХ СТОРОН ИЛИ ФОРС-МАЖОРНЫХ ОБСТОЯТЕЛЬСТВ, ТАКИХ КАК:

1. удаление, стирание, порча или изменение серийного номера, кода даты, индикатора воды или гарантийной печати (пломбы) либо их нечитаемости;
2. ухудшение внешнего вида Изделия или Принадлежности вследствие нормального износа;
3. потеря изначальных свойств вследствие естественного износа расходных частей таких как, например: Ремешок (Lanyard), Шелочная батарея (AA alkaline battery), Чистящая салфетка (Clean cloth) или защитное покрытие, за исключением полной неисправности;
4. неисправности, вызванные неправильной установкой элементов питания Владелцем или другим лицом, нарушение пломб отсела элементов питания, повреждение элементов питания или признаки их видоизменения, использование элементов питания в оборудовании, для которого они не предназначены;
5. неисправности, вызванные передачами напряжений электрического тока или другими сбоями по электрическому току, произошедшие не из-за Изделия или Принадлежности;
6. эксплуатация с нарушением руководства пользователя или не в соответствии с Нормальными условиями использования;
7. грубое обращение, эксплуатация на открытом воздухе, воздействие жидкости, влажности или экстремальные температурные или окружающие условия или быстрая смена таких условий, коррозия или окисление;
8. использование в коммерческих целях, так как Изделие предназначено только для личных развлекательных целей;
9. несанкционированные модификации или подключения либо несанкционированное вскрытие, ремонт с использованием нештатных запасных частей либо ремонт неавторизованным лицом или организацией;
10. аварии, силы природы или другие воздействия, выходящее за рамки разумного контроля HTC (включая кроме прочего недостаток расходных частей);
11. физическое повреждение поверхности Изделия или Принадлежности, включая кроме прочего трещины или царапины на поверхности Изделия или Принадлежности, включая экраны или линзы;
12. любое компьютерное или иное оборудование, к которому может быть подключено Изделие. HTC не гарантирует Бесперебойности или безотказности работы с Изделием или Принадлежностью;
13. необходимость обновления загруженного программного обеспечения, включая кроме прочего операционную систему и/или встроенное ПО при условии, что Владелец сам может загрузить такие обновления;
14. любое изменение операционной системы и/или встроенного ПО Изделия, включая любые неудавшиеся попытки изменить операционную систему, независимо от того, являются ли такие изменения разрешенными, утвержденными или санкционированы HTC иным образом;
15. к сбоям, вызванным отсоединением любого кабеля от Продукта или отключением Продукта или отключением компьютера во время обновления прошивки;
16. неисправности, вызванные использованием Изделия или Принадлежности вместе с кем при подключении Изделия к принадлежности, не разрешенной или не поставленной HTC, или любое другое использование кроме того, для которого Изделие предназначено, или если неисправность не является неисправностью самого Изделия. Эксплуатация принадлежности, не поставляемых HTC, может привести к аннулированию настоящей Ограниченной гарантии.

ВРАДКОК ПОЛУЧЕНИЯ ГАРАНТИЙНОГО ОБСЛУЖИВАНИЯ

случае предполагаемой неисправности Изделия или Принадлежности Владелец должен сделать следующее:

1. Обратиться к руководству пользователя И/или ресурсам, доступным по адресу www.vive.com/support, чтобы определить и устранить проблему. Обратите внимание, что вскрытие Изделия или Принадлежности может вызвать повреждение, которое не покрывает Ограниченная гарантия.
2. При невозможности устранить проблему после обращения к руководству пользователя И/или к ресурсам, доступным на www.vive.com, Владелец должен обратиться к розничному продавцу, у которого был приобретен Изделие или Принадлежность, либо зайти на веб-сайт www.vive.com/support/, чтобы получить дополнительные сведения относительно обращения за помощью в отдел обслуживания клиентов HTC. Обслуживание Изделия или Принадлежности должны проводить только HTC или центр технического обслуживания, авторизованный HTC.
3. При обращении к розничному продавцу или HTC Владелец должен предоставить следующую информацию:
 - a. модель и серийный номер Изделия или Принадлежности,
 - b. свой полный адрес и контактную информацию,
 - c. копию первоначального счет-фактуры, квитанции или справки-счета. При оформлении любых претензий по настоящей Ограниченной гарантии Владелец должен предоставить обоснованное подтверждение законности приобретения.

ЮСЛЕ ПРЕДОСТАВЛЕНИЯ ЭТОЙ ИНФОРМАЦИИ HTC даст Владелцу инструкции относительно порядка и сроков возврата Изделия или Принадлежности для гарантийного обслуживания. На Владелца может возлагаться ответственность за расходы, связанные с возвратом Изделия или Принадлежности компании HTC. Прежде чем возвращать Изделие в компанию HTC для гарантийного обслуживания, Владелец должен сделать резервную копию данных и удалить свои личные цифровые данные, хранящиеся на запоминающем устройстве Изделия. Компания HTC и авторизованные сервисные центры HTC не несут ответственности за потерю каких-либо цифровых данных, хранящихся на носителе запоминающего устройства Изделия.

ЮИ ВОЗВРАТЕ Владелцем Изделия или Принадлежности в течение гарантийного периода и в соответствии с условиями настоящей Ограниченной гарантии, HTC или ее авторизованный агент осуществляют ремонт или замену. Ремонт или замена могут включать использование функционально вивалентных восстановленных Изделия и/или его компонентов. Розничный продавец или HTC должны возратить Владелцу отремонтированные или замененные Изделие или Принадлежность в надлежащем рабочем состоянии. Соответственно любые Изделие, Принадлежность, запасные части или юмпоненты, заменяемые на условиях настоящей Ограниченной гарантии, становятся собственностью HTC.

ли компания HTC отремонтирует или заменит Изделие или Принадлежность, то гарантия на отремонтированное или замененное Изделие или Принадлежность продолжит действовать в течение более продолжительного из двух периодов: оставшейся части первоначального Гарантийного срока или в течение трех (3) месяцев с даты ремонта или замены.

и исполнение своих обязательств по Ограниченной гарантии, вместо запроса в адрес Владельца на возврат Изделия или Принадлежности, компания HTC может предоставить устанавливаемые пользователем компоненты непосредственно Владельцу. В свою очередь Владелец дает согласие вернуть мененные компоненты по требованию HTC.

и получения средства правовой защиты в виде ремонта или замены по настоящей Ограниченной гарантии Владелец должен уведомить HTC о любой предполагаемой неисправности во время действия соответствующего Гарантийного периода.

пределение даты производства по серийному номеру устройств HTC:

рильный номер состоит из 12 букв и цифр, дата производства определяется по третьему, четвертому и пятому символам:

Третий символ - последняя цифра года производства (т.е. 5 для 2016, ..., 9 для 2019, 0 для 2020, 1 для 2021, 2 для 2022,...)

Четвертый символ - месяц 1,2,3,4,5,6,7,8,9, A(вместо 10), B(вместо 11), C (вместо 12)

Пятый символ - дата. В формате 1,2,3,4,5,6,7,8,9, A (вместо 10), B (вместо 11), B (вместо 12), и так далее C, D, E, F, G, H, J, K, L, M, N, P, R, S, T, V, W, X, Y, Z (исключены I, O, Q, U)

иок службы: 12 месяцев

РАНИЧЕННЫЕ ОТВЕТСТВЕННОСТИ

и ИНОЕ НЕ ПРЕДУСМОТРЕНО НАСТОЯЩЕЙ ГАРАНТИЕЙ, HTC НЕСЕТ ОТВЕТСТВЕННОСТЬ ТОЛЬКО ЗА УЩЕРБ И УБЫТКИ, ПОНЕСЕННЫЕ ВЛАДЕЛЬЦЕМ ВСЛЕДСТВИЕ НАРУШЕНИЯ КОМПАНИЕЙ HTC УСЛОВИЙ НАСТОЯЩЕЙ ОГРАНИЧЕННОЙ ГАРАНТИИ. ЕСЛИ УЩЕРБ ЯВЛЯЕТСЯ ПРЕДВИДИМЫМ ПОСЛЕДСТВИЕМ ТАКОГО УЩЕРБА, HTC НЕ НЕСЕТ ОТВЕТСТВЕННОСТЬ ЗА КОСВЕННЫЙ УЩЕРБ, НАНЕСЕННЫЙ В КАЧЕСТВЕ ПОБОЧНОГО ЭФФЕКТА ОСНОВНОГО УЩЕРБА ИЛИ УБЫТКОВ, КОТОРЫЙ НЕ ЯВЛЯЕТСЯ ПРЕДВИДИМЫМ ДЛЯ ВЛАДЕЛЬЦА И HTC, ВКЛЮЧАЯ КРОМЕ ПРОЧЕГО УПУЩЕННУЮ ВЫГОДУ ИЛИ КОММЕРЧЕСКИЙ УЩЕРБ, РЕФРЕЙ В ДЕЯТЕЛЬНОСТИ, ПОТЕРЮ БИЗНЕС-ИНФОРМАЦИИ, ПОТЕРЮ ДАННЫХ, НАРУШЕНИЕ СЕКРЕТНОСТИ ИЛИ КОНФИДЕНЦИАЛЬНОСТИ.

СМОТРИТЕ НА ВЫШЕКАЗАННОЕ И ДАЖЕ ЕСЛИ СРЕДСТВО ЗАЩИТЫ ПРАВА НЕ ДОСТИГЛО СВОЕЙ СУЩЕСТВЕННОЙ ЦЕЛИ, ПОЛНАЯ ОТВЕТСТВЕННОСТЬ КОМПАНИИ HTC И ЕЕ ПОСТАВЩИКОВ ПО ЛЮБОМУ ИЗ ПОЛОЖЕНИЙ НАСТОЯЩЕЙ ОГРАНИЧЕННОЙ ГАРАНТИИ ОГРАНИЧИВАЕТСЯ СУММОЙ, ФАКТИЧЕСКИ ИСПЛАЧЕННОЙ КЛИЕНТОМ ЗА ИЗДЕЛИЕ ИЛИ ПРИНАДЛЕЖНОСТЬ (СООТВЕТСТВЕННО). ЭТИ ИСКЛЮЧЕНИЯ ПРИМЕНЯЮТСЯ ДАЖЕ В ТОМ СЛУЧАЕ, ЕСЛИ КОМПАНИЯ HTC БЫЛА ПРЕДУПРЕЖДЕНА О ТАКИХ ВОЗМОЖНЫХ УБЫТКАХ.

ШИШЕ ПОЛОЖЕНИЯ

1. **Применяемое законодательство:** настоящая Ограниченная гарантия регулируется законодательством страны, в которой приобретено изделие и/или принадлежность, и соответствующие суды этой страны обладают исключительной юрисдикцией в отношении настоящей Ограниченной гарантии.
2. **Действительность положений:** За исключением случаев, специально оговоренных выше, если какая-либо часть настоящей Ограниченной гарантии признается судом недействительной или не имеющей законной силы, это не влияет на действительность искивой силы любой другой части Ограниченной гарантии.

HTC VIVE FLOW PRODUCT - 2 YEAR LIMITED WARRANTY

ited Kingdom, Iceland, Ireland

EASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

'USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY.

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

IS PRODUCT IS FOR PERSONAL, NON-COMMERCIAL USE ONLY. WARRANTY COVERAGE IS VOID IF USED FOR COMMERCIAL PURPOSES (INCLUDING BUT NOT LIMITED TO: RENTAL, PAY-PER-PLAY, ARCADE ... ETC.)

FINITIONS

ie following definitions apply to this Limited Warranty:

1. **"Product"** means the VIVE FLOW virtual reality system provided in the box at the time of original purchase from an authorized retailer and which consists of the head mounted display (VIVE FLOW Headset), the VIVE FLOW Link Box, Base Station and the handheld controllers (VIVE FLOW Controller).
2. **"Accessory" or "Accessories"** means other secondary component(s) that are supplied with the Product at the time of sale and included in the box and which includes the Headset cable, USB cable, Display Port cable and Power adapter provided that it was manufactured by or for HTC and purchased from an authorized retailer and can be identified by the "HTC" or "VIVE" trademark, trade name, or logo affixed to the component, if present, as originally supplied.
3. **"Warranty Period for Product"** means twenty-four (24) months from the date You purchased the Product from HTC or HTC authorized retailer for the Product.w
4. **"Warranty Period for Accessories"** means twelve (12) months from the date You purchased the Product from HTC or HTC authorized retailer for the Accessories.
5. **"You" or "Your"** means the original retail purchaser and/or original end-user of the Product.
6. **"Normal Use Conditions"** means common end-user use under normal home conditions in accordance with the user instruction materials (**User Manual** as defined below) provided with the Product or Accessory or posted on-line.
7. **"User Manual"** means the user instruction materials and safety guide packaged with the Product or Accessory or posted on-line.

HO IS OFFERING THIS LIMITED WARRANTY

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

HAT IS COVERED BY THIS LIMITED WARRANTY?

uring the Warranty Period HTC warrants that the Product or Accessory will be free from defects in material and workmanship if used under Normal Use Conditions.

is 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 Product or Accessory or any other person.

RRIOTORY

is Limited Warranty is only valid and enforceable for Products or Accessories that HTC has released for sale in, and had purchased by You in the United Kingdom, Ireland and Iceland.

Product or Accessory can only be returned for repair under this Limited Warranty in the country where it had purchased. Warranty service availability and response time may vary from country to country.

u also acknowledge that specific export laws and regulations may apply to you depending on your country of residence and you agree to comply with all such laws and regulations if you export your Product or Accessory.

HAT IS NOT COVERED BY THIS LIMITED WARRANTY?

is Limited Warranty does not apply other than to the Product or Accessory. 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 r use with the Product. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

EN WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:

1. the Product or Accessory serial number, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. to consumable parts, such as Lanyard, AA alkaline battery, 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, if the seals of the battery enclosure or the battery pack 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 use for commercial purposes, as the Product is intended only for personal entertainment purposes;
9. to unauthorized modifications or connections or unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
10. 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;
11. to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surfaces of the Product or Accessory, including any screen or lens;
12. to any computer or other product to which the Product may connect. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
13. where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
14. 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;
15. to malfunctions caused by unplugging any cable from the Product, or powering off the Product, or powering off computer during the firmware update;
16. to malfunctions caused by the use of the Product or Accessory with or connection of the 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.

W DO I OBTAIN WARRANTY SERVICE?

the event of a perceived malfunction in the Product or Accessory, 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. Please note that opening the Product or Accessory may cause damage that is not covered under the Limited Warranty.
2. If the problem cannot be resolved by reference to the user manual and/or resources available at www.vive.com, You should contact the Retailer from which You purchased the Product or Accessory or visit www.vive.com/support/ for further information on contacting HTC customer care for assistance. Only HTC or a HTC authorized service center should perform service on the Product or Accessory.
3. When You contact the retailer or HTC, please be sure to have the following information available:
 - a. model and serial number of the Product or Accessory.
 - 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.

on completion of these steps, HTC will provide You with instructions regarding how and when the Product or Accessory should be returned. You may be responsible for costs in connection with the return of the Product or Accessory to HTC.

for returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information, and/or removable memory from the Product, such as micro SD memory card. HTC is not responsible for damage to or loss of any programs, data, images, personal information, digital assets, or movable storage media. DURING THE NORMAL REPAIR PROCESS, THE CONTENTS OF THE PRODUCT WILL LIKELY BE ERASED, INCLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. AT HTC's sole discretion, the Product or Accessory may be returned to You in either the original configuration or as dated to the newest available software.

for returning any Product for service, You will need to remove and retain Accessories or detachable components on the Product (such as the Micro-SD memory card) unless You are requested by HTC to return Accessories with the Product. In the event You fail to retain Accessories or such detachable components on e Product, they may not be returned to You and HTC will not be responsible for their loss.

You return the 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. The retailer or HTC will turn 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.

HTC repairs or replaces the Product, the repaired or replaced Product 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.

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

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

MITATION OF LIABILITY

CEPT AS OTHERWISE PROVIDED IN THIS WARRANTY, HTC SHALL ONLY BE LIABLE FOR LOSSES OR DAMAGES YOU SUFFER AS A RESULT OF HTC BREAKING THIS LIMITED WARRANTY IF THE LOSSES ARE A FORESEEABLE CONSEQUENCE OF THIS BREACH. WE ARE NOT RESPONSIBLE FOR INDIRECT LOSSES WHICH HAPPEN AS SIDE EFFECT OF THE MAIN LOSS OR DAMAGE AND WHICH ARE NOT FORESEEABLE BY YOU AND HTC INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY.

DTWISTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE ENTIRE LIABILITY OF HTC AND ITS SUPPLIERS UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT OR ACCESSORY (AS PLICABLE). THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

ENERAL PROVISIONS

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

HTC VIVE FLOW PRODUCT LIMITED WARRANTY

ie Middle East and South Africa

EASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

'USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY.

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

IS PRODUCT IS FOR PERSONAL, NON-COMMERCIAL USE ONLY. WARRANTY COVERAGE IS VOID IF USED FOR COMMERCIAL PURPOSES (INCLUDING BUT NOT LIMITED TO: RENTAL, PAY-PER-PLAY, ARCADE ... ETC.)

FINITIONS

ie following definitions apply to this Limited Warranty:

1. **"Product"** means the HTC VIVE FLOW virtual reality system provided in the box at the time of original purchase from an authorized retailer and which consists of the head mounted display (VIVE FLOW Headset), VIVE FLOW Link Box, Base Station and the handheld controllers (VIVE FLOW Controllers).
2. **"Accessory" or "Accessories"** means other secondary component(s) that are supplied with the Product at the time of sale and included in the box and which includes the Headset cable, USB cable, Display port cable and Power Adapter; provided that it was manufactured by or for HTC and purchased from an authorized retailer and can be identified by the "HTC" or "VIVE" trademark, trade name, or logo affixed to the component, if present, as originally supplied.
3. **"Product Warranty Period"** means twelve (12) months from the date You purchased the Product from an authorized Retailer in all countries of Middle East and South Africa except the Kingdom of Saudi Arabia where the Warranty Period shall last for twenty four (24) months.
4. **"Accessory Warranty Period"** means Twelve (12) months from the date You purchased or received delivery of the Product from an authorized Retailer.
5. **"You" or "Your"** means the original retail purchaser and/or original end-user of the Product.
6. **"Normal Use Conditions"** means common end-user use under normal home conditions in accordance with the user instruction materials (**User Manual** as defined below) provided with the Product or Accessory or posted on-line.
7. **"User Manual"** means the user instruction materials and safety guide packaged with the Product or Accessory or posted on-line.

HO IS OFFERING THIS LIMITED WARRANTY

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

HAT IS COVERED BY THIS LIMITED WARRANTY?

uring the Warranty Period HTC warrants that the Product or Accessory will be free from defects in material and workmanship if used under Normal Use Conditions in accordance with the user instruction materials packaged with the Product or Accessory or posted on-line.

is 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 Product or Accessory or any other person.

RRITORY

is Limited Warranty is only valid and enforceable in a country of Middle East or South Africa where the Product is intended to be sold. A Product or Accessory can only be return for repair under this Limited Warranty in a country of Middle East or South Africa where the Product was purchased. Warranty service availability d response time may vary from country to country.

u also acknowledge that specific export laws and regulations may apply to you depending on your country of residence and you agree to comply with all such laws and regulations if you export your Product or Product Accessory.

HAT IS NOT COVERED BY THIS LIMITED WARRANTY?

is Limited Warranty does not apply other than to the Product or Accessory. 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. Third party manufacturers, suppliers, or publishers may ovide warranties for their own products and You may contact them directly for service.

EN WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:

1. if the Product or Accessory serial number, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. to consumable parts, such as Lanyards, AA alkaline batteries, 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, 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 use for commercial purposes, as the Product is intended only for personal entertainment purposes;
9. to unauthorized modifications or connections or unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
10. 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;
11. to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surface of the Product or Accessory, including any screen or lens;
12. to any computer or other product to which the Product may connect. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
13. where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
14. 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;
15. to malfunctions caused by unplugging any cable from the Product, or powering off the Product, or powering off your computer during the firmware update;
16. to malfunctions caused by the use of the Product or Accessory with or connection of the 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.

W DO I OBTAIN WARRANTY SERVICE?

the event of a perceived malfunction in the Product or Accessory, 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 contact the Retailer from which You purchased the Product or Accessory or visit www.vive.com/support for further information on contacting HTC customer care for assistance. Only HTC or a HTC authorized service center should perform service on the Product or Accessory.
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 or Accessory.
 - 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.

xon completion of these steps, HTC will provide You with instructions regarding how and when the Product or Accessory should be returned. You may be responsible for costs in connection with the return of the Product or Accessory to HTC.

You return the 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 and/or parts. The retailer or HTC will turn 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.

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

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

TC must be notified of a perceived malfunction during the applicable Warranty Period in order for You to be eligible for any remedy under the 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 the Product or cessory for warranty service, the steps above must be followed.

MITATION OF LIABILITY

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

NERAL PROVISIONS

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

2 LATA OGRANICZONA GWARANCJA HTC VIVE FLOW PRODUKT

ńska

ŚLEŻY PRZECZYTAĆ UWAGAŃIE TE OGRANICZONĄ GWARANCJĄ, ABY ZROZUMIEĆ SVOJE PRAWA I OBOWIĄZKI.

RYSTWIENIE Z PRODUKTÓW LUB AKCESORIÓW FIRMY HTC OZNACZA AKCEPTACJĘ OGRANICZONEJ GWARANCJI.

GWARANCJA JEST ODREBNĄ OD WSZELKICH PRAW USTAWOWYCH W ZAKRESIE OBOWIĄZUJĄCYCH PRZEPISÓW PRAWA OCHRONY KONSUMENTÓW WŁAŚCIWYCH DLA UŻYTKOWNIKA. GWARANCJA TA NIE WYKLUCZA, NIE OGRANICZA ANI NIE ZAWIESZA PRAW UŻYTKOWNIKA WYNIKAJĄCYCH Z PRZEPISÓW PRAWA TYCZĄCYCH GWARANCJI NA WADY. MA ONA NA CELU PRZYZNANIE UŻYTKOWNIKOWI OKREŚLONYCH, ORAZ W ZALEŻNOŚCI OD PRZYPADKU, DODATKOWYCH PRAW, W GRANICACH OBOWIĄZUJĄCEGO PRAWA, A NIE ZASTĄPIENIE ANI WYŁĄCZENIE PRAW USTAWOWYCH. PRZED SKORZYSTANIEM Z PRAW Z TYTUŁU I GWARANCJI UŻYTKOWNIK POWINIEN ZAPOZNAĆ SIĘ Z PRAWAMI USTAWOWYMI, PONIEWAŻ EGZEKUCYOWANIE TYCH PRAW MOŻE BYĆ BARDZIEJ WSKAZANE NIŻ ZGŁOSZENIE REKLAMACJI NA PODSTAWIE TEJ GWARANCJI.

UŻYTKUJĄC PRODUKT JEST PRZECZYNIAĆ WYŁĄCZNIE DO UŻYTKU OSOBISTEGO I NIEKOMERCYJNEGO. UŻYCIĘ GO DO CEŁÓW KOMERCYJNYCH (W TYM M.IN.: ODPLATNE WYPOŻYCZANIE, UDOPIĘKNIANIE W TRYBIE PAY-PER-PLAY, SALONY GIER I.T.P.) POWODUJE UNIEWAŻNIENIE GWARANCJI.

FINICJE

o tej ograniczonej gwarancji mają zastosowanie następujące definicje:

1. „**Produkt**” oznacza system wirtualnej rzeczywistości VIVE FLOW, który w momencie pierwotnego zakupu od autoryzowanego sprzedawcy jest dostarczany w pudełku i który składa się z urządzenia zakładanego na głowę (VIVE FLOW Headset), urządzenia Link box (VIVE FLOW Link Box), Base Station i ręcznego kontrolera (VIVE FLOW Controllers).
2. „**Akcesorium**” lub „**Akcesoria**” oznaczają dodatkowe elementy dostarczane wraz z Produktem w momencie sprzedaży i umieszczone wraz z nim w pudełku, które obejmują: Kabel Headset, Usb cable, Display port cable, Ładowarka sieciowa (Power adapter) te zostały one wyprodukowane przez firmę HTC lub na jej zamówienie, zostały kupione od autoryzowanego sprzedawcy i mają znaczenie w postaci znaku towarowego i logo firmy „HTC” lub „VIVE” umieszczone na elemencie, który występuje, jak podczas pierwotnej dostawy.
3. „**Okres gwarancyjny**” oznacza dwadzieścia cztery (24) miesiące od daty zakupu lub otrzymania dostawy Produktu od autoryzowanego sprzedawcy w celu „Produktu”. I dwadzieś (12) miesięcy od daty zakupu lub otrzymania dostawy produktu od autoryzowanego sprzedawcy w punkcie „Akcesoria”.
4. „**Użytkownik**” lub „**Użytkowniczka**” oznacza pierwotnego nabywcę detalicznego i/lub pierwotnego użytkownika Produktu.
5. „**Normalne warunki użytkowania**” oznaczają ogólne użytkowanie przez użytkownika w normalnych warunkach domowych i zgodnie z instrukcjami dostarczonymi z Produktem lub Akcesoriami.

DMIOT UDZIELAJĄCY TEJ OGRANICZONEJ GWARANCJI

ograniczona gwarancja jest udzielana Użytkownikowi przez firmę HTC Corporation z siedzibą na Tajwanie, No. 23 Xinghua Road, Taoyuan District, Taoyuan City 330 („HTC”).

O OBEJMUJE TA OGRANICZONA GWARANCJA?

ma HTC gwarantuje, że w okresie gwarancyjnym w Produkcie i Akcesoriach nie wystąpią żadne wady materiałowe i produkcyjne, o ile użytkownik będzie przebiegał w normalnych warunkach użytkowania i zgodnie z instrukcjami użytkownika dostarczonymi z Produktem lub Akcesoriami albo opublikowanymi w Internecie. ograniczona gwarancja jest udzielana wyłącznie Użytkownikowi i nie może zostać sprzedana, cedowana, przekazana ani udzielona, w całości ani w części, żadnemu kolejnemu kupującemu czy nabywcy Produktu lub Akcesoriów, ani żadnej innej osobie.

RYTORIUM

nieszła ograniczona gwarancja jest ważna i dotyczy tylko produktów i akcesoriów sprzedawanych przez HTC w Polsce, które zostały zakupione i wykorzystane w Polsce.

stępnosć usług gwarancyjnej i czas jej realizacji zależą od kraju.

ytownik przyjmuje także do wiadomości, że w zależności od kraju zamieszkania mogą obowiązywać określone przepisy i regulacje dotyczące eksportu oraz zgadza się przestrzegać wszystkich tych przepisów i regulacji w przypadku eksportu Produktu lub jego Akcesoriów.

EGO NIE OBEJMUJE NINIEJSZA OGRANICZONA GWARANCJA?

ograniczona gwarancja dotyczy wyłącznie Produktu lub Akcesoriów. Nie obejmuje ona zatem urządzeń firm innych niż HTC ani jakiegokolwiek oprogramowania, niezależnie od tego, czy zostało opracowane przez firmę HTC czy przez inną firmę, nawet jeśli jest ono przeznaczone lub oznakowane do użytku z Produktem.

ni produkcji, dostawy lub wydawcy mogą udzielać gwarancji na swoje produkty i Użytkownik może w celach serwisowych kontaktować się bezpośrednio z nimi.

SWET W ODNIESIENIU DO ZAKUPIONEGO PRODUKTU LUB AKCESORIÓW TA OGRANICZONA GWARANCJA NIE OBEJMUJE:

1. przypadków usunięcia, starcia, zniszczenia, zmiany lub nieczytelności numeru seryjnego, kodu daty, znaku wodnego lub plomby gwarancyjnej (naruszenie etykiety) Produktu lub Akcesoriów;
2. pogorszenia wyglądu zewnętrznego Produktu lub Akcesoriów spowodowanego normalnym zużyciem;
3. części eksploatacyjnych, takich jak: Smyczka (Lanyard), Bateria alkaliczna AA (AA alkaline battery). Szmata do czyszczenia (Clean cloth) lub powłoki ochronne, których pogorszenia jakości w czasie można się spodziewać, o ile nie wystąpi usterka spowodowana widlwym działaniem;
4. wadliwego działania spowodowanego przez baterie, jeśli zostały nieprawidłowo włożone przez Użytkownika lub inną osobę, jeśli zabezpieczenia obudowy baterii lub ogniw zostały uszkodzone lub mają ślady ingerencji, albo jeśli były używane w urządzeniu innym niż to, do którego zostały przeznaczone;
5. wadliwego działania spowodowanego gwałtownymi zmianami napięcia elektrycznego lub innymi problemami związanymi z prądem elektrycznym, które nie oznaczają usterki Produktu lub Akcesoriów;
6. użytkowania niezgodnego z podręcznikiem użytkownika lub w warunkach innych niż normalne warunki użytkowania;
7. nieostrożnego obchodzenia się: użytkownika na wolnym powietrzu; wystawiania na działanie plynów, wilgoci ani ekstremalnych warunków termicznych lub środowiskowych, ani nagłych zmian tych warunków, korozji lub oksydacji;
8. użytkowania w celach innych niż przeznaczone; użytkownik wyrażnie do osobistego użytku rozrywkowego;
9. niedozwolonych modyfikacji lub połączeń, niedozwolonego otwierania, naprawiania z wykorzystaniem niezatwierdzonych części zamiennych ani naprawiania przez nieuprawnioną osobę lub w nieautoryzowanym punkcie;
10. wypadków, działań sił natury ani innych zdarzeń poza uzasadnioną kontrolą firmy HTC (w tym m.in. wad w częściach eksploatacyjnych), chyba że defekt wynika bezpośrednio z wadliwego działania;
11. fizycznego uszkodzenia powierzchni Produktu lub Akcesoriów, w tym m.in. pęknięcia lub zarysowania powierzchni Produktu lub Akcesoriów, z uwzględnieniem ekranów i soczewek;
12. żadnego komputera ani innego urządzenia, z którym Produkt został połączony. Firma HTC nie gwarantuje nieprzerwanego ani bezawaryjnego działania Produktu lub Akcesoriów;
13. sytuacji, w których oprogramowanie zainstalowane w Produkcie, w tym m.in. system operacyjny i/lub oprogramowanie sprzętowe, wymaga uaktualnienia, a aktualizacje mogą zostać zainstalowane przez Użytkownika;
14. Produktu, którego system operacyjny i/lub oprogramowanie sprzętowe zostały zmodyfikowane, z uwzględnieniem mianowicie prób zmiany systemu operacyjnego, niezależnie od tego, czy modyfikacje te były dozwolone, zatwierdzone lub w inny sposób zaaprobowane przez firmę HTC;
15. do usterek spowodowanej przez odłączenie jakiegokolwiek kabla od Produktu lub wyłączenie Produktu, lub wyłączenie komputera podczas aktualizacji oprogramowania;
16. wadliwego działania spowodowanego używaniem albo połączeniem Produktu lub Akcesoriów z akcesoriami niezatwierdzonymi lub niedostarczonymi przez firmę HTC, lub używanymi niezgodnie z przeznaczeniem, jeśli defekt nie jest wadą samego Produktu. Używanie akcesoriów firm innych niż HTC może unieważnić tą ograniczoną gwarancję.

K SKORZYSTAĆ Z USŁUGI GWARANCYJNEJ?

przypadku wykrycia wadliwego działania Produktu lub Akcesoriów, Użytkownik powinien wykonać następujące działania:

1. Należy skorzystać z podręcznika użytkownika i/lub zasobów dostępnych na stronie www.vive.com/support w celu rozpoznania i rozwiązania problemu.
2. Jeśli problemu nie uda się rozwiązać na podstawie podręcznika użytkownika i/lub zasobów dostępnych na stronie www.vive.com, Użytkownik powinien skontaktować się ze sprzedawcą u którego Produkt lub Akcesoria zostały kupione albo przejść na stronę www.vive.com/support i skorzystać z informacji o kontakcie z działem obsługi Klienta firmy HTC, celu uzyskania pomocy. Czynności serwisowe Produktu lub Akcesoriów mogą być wykonywane wyłącznie przez firmę HTC lub punkty serwisowe autoryzowane przez firmę HTC.
3. Przed skontaktowaniem się ze sprzedawcą lub działem obsługi Klienta firmy HTC należy przygotować następujące informacje:
 - a. Numer modelu i numer seryjny Produktu lub Akcesoriów.
 - b. Pełny adres i informacje kontaktowe Użytkownika.
 - c. Kopia oryginalnej faktury, paragonu lub rachunku sprzedaży Produktu. Użytkownik musi przedstawić ważny dowód zakupu zaraz po zgłoszeniu dowolnej reklamacji z tytułu niniejszej Ograniczonej gwarancji.

i wykonaniu tych czynności firma HTC przekaze Użytkownikowi instrukcje dotyczące sposobu i czasu zwrotu Produktu lub Akcesoriów.

li Użytkownik zwróci Produkt lub Akcesoria w czasie trwania Okresu gwarancyjnego i spełnione zostaną warunki niniejszej Ograniczonej gwarancji, firma HTC lub jej autoryzowane centrum serwisowe, według własnego uznania, naprawi lub wymieni urządzenie. Naprawa lub wymiana może wiązać się z wykorzystaniem niekonalnie równoważnego regenerowanego Produktu i/lub części. Sprzedawca lub autoryzowane centrum serwisowe firmy HTC zwróci Użytkownikowi naprawiony lub wymieniony Produkt lub Akcesoria w dobrym stanie. Produkt, Akcesoria, części lub elementy wymieniane zgodnie z warunkami niniejszej Ograniczonej gwarancji są własnością firmy HTC.

ku wypełnienia zobowiązań Ograniczonej gwarancji firma HTC może zdecydować się na dostarczenie Użytkownikowi części nadających się do montażu przez użytkownika, zamiast prosić go o zwrot Produktu lub Akcesoriów. Użytkownik z kolei zgadza się zwrócić zastąpione części, jeśli będzie to wymagane przez firmę TC.

li HTC naprawi lub zastępuje Produkt, naprawiony lub wymieniony Produkt będzie nadal objęty gwarancją przez pozostały okres pierwotnego Okresu Gwarancji lub przez trzy (3) miesiące od daty naprawy lub wymiany, w zależności od tego, która jest dłuższa.

ty Użytkownik mógł ubiegać się o reklamację z tytułu ograniczonej gwarancji, musi powiadomić sprzedawcę lub odpowiednie centrum serwisowe firmy HTC o wykrytym wadliwym działaniu w czasie trwania okresu gwarancyjnego.

ytownik może dostarczyć Produkt lub Akcesoria do sprzedawcy lub punktu serwisowego firmy HTC, dopiero po wykonaniu powyższych działań i otrzymaniu stosownego polecenia. Aby zwrócić Produkt lub Akcesoria w celu skorzystania z usługi gwarancyjnej, Użytkownik musi wykonać powyższe działania.

GRANICZENIE ODPOWIEDZIALNOŚCI

ILE TA GWARANCJA NIE STANOWI INACZEJ, FIRMA HTC PONOSI ODPOWIEDZIALNOŚĆ WYŁĄCZNIE ZA STRATY LUB SZKODY POWSTAŁE W WYNIKU NARUSZENIA PRZEZ FIRMĘ HTC WARUNKÓW TEJ OGRANICZONEJ GWARANCJI, JEŚLI STRATY TE WYNIKAJĄ Z PRZEWIDYWALNYCH KONSEKWENCJI TAKIEGO NARUSZENIA. FIRMA E PONOSI ODPOWIEDZIALNOŚĆ ZA STRATY POWSTĘLE, KTÓRE SĄ EFEKTEM PODRZĘCZKA UŻYTKOWNIKA i/lub zasobów dostępnych na stronie www.vive.com, Użytkownik powinien skontaktować się ze sprzedawcą u którego Produkt lub Akcesoria zostały kupione albo przejść na stronę www.vive.com/support i skorzystać z informacji o kontakcie z działem obsługi Klienta firmy HTC, celu uzyskania pomocy. Czynności serwisowe Produktu lub Akcesoriów mogą być wykonywane wyłącznie przez firmę HTC lub punkty serwisowe autoryzowane przez firmę HTC.

Z WZGLĘDU NA POWYŻSZE I NAWET GDY ZAWIÓDĄ WSZELKIE ŚRODKI ZARADCZE, CAŁKOWITA ODPOWIEDZIALNOŚĆ FIRMY HTC I JEJ DOSTAWCÓW Z TYTUŁU DOWOLNEGO POSTANOWIENIA NINIEJSZEJ OGRANICZONEJ GWARANCJI JEST OGRANICZONA DO KWOTY ZAPŁACONEJ FAKTYCZNIE PRZED KLIENTA ZA PRODUKT I AKCESORIA (STOSOWNIE DO PRZYPADKU). WYŁĄCZENIA TE MAJĄ ZASTOSOWANIE NAWET WTEDY, GDY FIRMA HTC ZOSTAŁA POINFORMOWANA O MOŻLIWOŚCI WYSTĄPIENIA TAKICH SZKÓD.

STANOWIENIA OGÓLNE

1. **Prawo właściwe:** Ta ograniczona gwarancja podlega prawu obowiązującemu w kraju, w którym Produkt i/lub Akcesoria zostały zakupione, a właściwe sądy danego kraju mają wyłączną jurysdykcję w odniesieniu do tej ograniczonej gwarancji.
2. **Zasada rozdzielności:** W wyjątkiem przypadków określonych wyrażnie powyżej, sądowe orzeczenie nieważności lub niewykonalności dowolnej części tej ograniczonej gwarancji nie będzie miało wpływu na ważność i wykonalność pozostałych części ograniczonej gwarancji.

HTC VIVE FLOW الضمان المحدود المدّة من

الشرق الأوسط وجنوب أفريقيا

نرجي قراءة هذا الضمان المحدود بعناية لفهم حقوقك وواجباتك. باستخدام منتج أو ملحق من **HTC**، نوافق تلقائيًا على الضمان المحدود. لا يرتبط هذا الضمان بأي حقوق قانونية ضمن أي قوانين حماية مستهلك إلزامية سارية عليك. فقد تم إعداد ملصك - حسبما تكون الحالة - حقوق إضافية خاصة التي يسمح بها القانون، أو يهف إلى الحلول مثل هذه الحقوق القانونية. وقبل ممارسة حقوقك بموجب هذا الضمان، يتعين عليك إتمام إلزام بحقوقك القانونية. أو إقتل أن تشارك هذا الحق بدلاً من تقديم مطالبة بموجب هذا الضمان. هذا المنتج مخصص للاستخدام الشخصي الغير التجاري فقط ويطلق الضمان إذا تم استخدامه لأغراض تجارية (بما في ذلك، نذكرًا لأحضرًا: التأجير والبيع مقابل اللعب والبيع عبر ملكيات اللعب الكهربية، وما إلى ذلك).

التعليمات

تتعلق التعليمات التالية على هذا الضمان المحدود:

- "المنتج" يعني نظام الواقع الافتراضي VIVE FLOW في المتوفر في العوة عند عملية الشراء الأصلية من بائع تجزئة معتمد والذي يتكون من : جهاز شاشة عرض مثبتة بالראس (VIVE FLOW Headset) ومُحول Base Station (VIVE FLOW Link Box) وجهاز تحكم محمول باليد (VIVE FLOW Controllers).
- "الملحق" أو "الملحقات" تعني مكون (مكونات) ثانوية أخرى متوفرة مع المنتج في وقت البيع ومضمنة في العوة والتي تشمل : كابل USB cable Display port cable Headset و مهايئ الطاقة (Power Adapter) بشرط أن تكون قد تم تصنيعها من قبل أو لأجل HTC وتم شراؤها من بائع تجزئة معتمد ويمكن أن تعرف بعلامة "HTC" أو "VIVE" التجارية أو الاسم التجاري أو الشعار المصنق على المكونات، إذا تم تقديمه، كموارد أصلي.
- "فترة ضمان المنتج" تعني التي على (12) شهراً من تاريخ شرائك المنتج من بائع تجزئة معتمد في جميع بلدان الشرق الأوسط وجنوب أفريقيا باستثناء المملكة العربية السعودية حيث تستمر فترة الضمان لمدة أربعة وعشرين (24) الشهر.
- "فترة الكفالة المحددة للملحقات" تعني اثنا عشر (12) شهر من بداية تاريخ الشراء الأصلي من أي بائع تجزئة معتمد.
- "انت" أو "شخص تابع لك" يعني المشتري الأصلي و/أو المستخدم النهائي الأصلي للمنتج.
- شروط الاستخدام الطبيعية تعني استخدام المنتج المستخدم النهائي المشترك في ظل ظروف الطبيعية وفقاً لمواد تعليمات المنتج (تدليل المستخدم كما هو موضح أثناء) الموزعة مع المنتج أو الملحق أو المنشورة على الإنترنت.
- "كامل المنتج" يعني مواد تعليمات المستخدم وتدليل السلامة التي تم حزمها مع المنتج أو الملحق أو المنشورة على الإنترنت.

جهة تقديم هذا الضمان المحدود

يتمثل هذا الضمان المحدود إليك من شركة HTC الكائنة بالعموان No. 23 Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan (يشار إليها باسم "HTC").

ما هي الحالات التي يغطيها هذا الضمان المحدود؟

أثناء فترة الضمان، تضمن HTC كلو المنتج أو الملحق في العيوب في الخلفات و التصنيع إذا تم استخدامه في ظروف الاستخدام العادية وفقاً لتعليمات المستخدم المرفقة بالمنتج أو الملحق أو المنشورة عبر الإنترنت. يغطي هذا الضمان المحدود إليك فقط، ولا يجوز بيعه أو اقتراضه عنه أو نقل ملكيته أو إعطاءه كلياً أو جزئياً إلى أي شخص يشتري المنتج أو أي من ملحقاته أو يستحوذ عليه لاحقاً أو أي شخص آخر.

الاستثناء

لا يغطي هذا الضمان المحدود ساري المفعول وفقاً للتفصيل فقط في بلد من منطقة الشرق الأوسط أو جنوب إفريقيا يُقصد فيه بيع المنتج. لا يمكن إرجاع منتج أو ملحق إلا للإصلاح بموجب هذا الضمان المحدود في بلد الشرق الأوسط أو جنوب إفريقيا حيث تم شراء المنتج. قد يختلف توفر خدمة الضمان ووقت الاستجابة من بلد إلى آخر.

كما تفر أيضاً بأنه قد تنطبق عليك قوايين ووائح تصدير معينة وفقاً لبلد إقامتك وتتوافق على الالتزام بجميع هذه القوانين واللوائح إذا قمت بتصدير منتجك أو ملحق المنتج.

ما لا يشملته هذا الضمان المحدود؟

لا يغطي هذا الضمان المحدود على أي منتج أو ملحق آخر. ثم، لن، لا يسري على أي جهاز لا ينتمي إلى HTC أو أي برامج مهما كانت، سواء من تطوير HTC أو طرف ثالث، حتى لو كان مصمماً أو موصفاً للاستخدام مع المنتج. ويجوز لمصنعي أو موزعين أو لتثريين خارجيين تقديم ضمانات لمنتجاتهم ويجوز لك الاتصال بهم مباشرة للحصول على الخدمة.

حتى لو كان الأمر متعلقاً بالمنتج أو الملحق الذي اشتريته، لا يسري هذا الضمان المحدود في الحالات التالية:

- إزالة الترميم التلقائي أو رمز التتبع أو العلامة التجارية أو ختم الضمان (الضمان الذي يثبت أصالية المنتج).
- أي تعوير المتغير الخارجي أو الجهازي للمنتج أو الملحق بسبب الإلحاق الناتج عن سوء الاستخدام.
- على الأجزاء المستبدلة، مثل: حمل قصير (Lanyard) و بطارية AA قارية (AA alkaline battery) ، قطعة قماش للتنظيف (Clean cloth) ومادة الوجه (Face cushion) أو الأغطية الوقائية التي من المتوقع بشكل كبير التآكل بمرور الوقت، إذا لم يحدث خلل بسبب عطل؛
- القصور الوظيفي الناتج من البطارية، إذا تم تركيبها بطريقة غير سليمة بواسطة أو بواسطة شخص آخر، أو إذا اكتسرت مواقع فتح البطارية أو البطاريات المكسورة أو التي بدد عليها دليل يشير إلى العيب بها، أو إذا تم استخدامها في جهاز آخر غير ذلك الذي تم تخصيصها له.
- القصور الوظيفي الناتج من ارتفاعات مفرطة مفاجئة في التيار الكهربائي أو مشاكل أخرى في التيار الكهربائي والتي لا تُعد عيباً في المنتج أو الملحق.
- عدم الاستخدام وفقاً لتدليل المستخدم أو في ظروف الاستخدام العادية،
- التعديل الجهازي أو الاستخدام في أماكن مكشوفة أو التعرض لسوائل أو الرطوبة أو الظروف الحرارية أو البيئة المفرطة أو التغيير السريع في مثل هذه الظروف أو التآكل أو التآكسد،
- الاستخدام لأغراض تجارية؛ إذا أن المنتج مصمم لأغراض الترفيه التلصصية فقط.
- التعديلات أو التوسيلات الغير المصرح بها أو القتح الغير المصرح به أو الإصلاح باستخدام قطع غيار غير مصرح بها أو الإصلاح بواسطة شخص غير معتمد أو في مكان غير مصرح به،
- الحوادث أو قوى الطبيعة أو أي إجراءات أخرى خارجة - بدرجة معقولة - عن إرادة HTC (بما في ذلك، على سبيل المثال لا الحصر، الحريق، السرقة، السرقة، الهبوط في البحر، الغرق، الفيضان، الفيضانات، إلخ).
- الثلف المادي لسطح المنتج أو الملحق، بما في ذلك - على سبيل المثال لا الحصر - الشروخ أو الخدوش على سطح المنتج أو الملحق، بما في ذلك أي شائنة أو عسنة،
- أي حاسوب أو منتج آخر يمكن توصيل المنتج به. لا تضمن HTC عدم مقفلةة تشغيل المنتج أو الملحق أو خلوه من الأخطاء،
- عندما تكون البرامج المضمنة في المنتج، بما في ذلك - على سبيل المثال لا الحصر - نظام التشغيل و/أو البرامج الثابتة، يجب تحديثها إذا كانت مثل هذه التحديثات قابلة للتحميل بواسطة.
- أي منتج تم فيه تعديل نظام التشغيل و/أو البرامج الثابتة، بما في ذلك أي محاولات فاشلة لتعديل نظام التشغيل، بصرف النظر عما إذا كانت مثل هذه التحديثات مصرحاً بها أو معتمدة أو مفعولة بطريقة أخرى من قبل HTC، أو
- على الأعتل الناتجة عن فصل أي كابل من المنتج أو إيقاف تشغيل طاقة المنتج أو إيقاف تشغيل طاقة الكمبيوتر. لذلك، أثناء تحديث برنامج منتج، يجب أن تكون متصلة بالتيار الكهربائي.
- على الأعتل الناتجة عن استخدام المنتج أو الملحق مع أو توصيل المنتج بملحق غير معتمد أو غير متوفر من HTC، أو مستخدم بأي طريقة غير الاستخدام المخصص له وحيث لا يكون هذا العيب هو خطأ المنتج نفسه. قد يبطل استخدام ملحقات ليس من HTC هذا الضمان المحدود.

كيف يمكن الحصول على خدمة الضمان؟

في حالة وجود قصور وظيفي فعلي في المنتج أو الملحق، يتعين عليك اتخاذ الإجراءات التالية:

- الرجوع إلى دليل المستخدم و/أو مصادر المعلومات المتوفرة على www.vive.com/support لتحديد المشكلة وحلها. تجدر الإشارة إلى أن فتح المنتج أو الملحق قد يسبب ضرراً لا يغطيه الضمان المحدود.
- إذا تعذر حل المشكلة عن طريق الرجوع إلى دليل المستخدم و/أو المعلومات المتوفرة على www.vive.com، يتعين عليك الاتصال بالموذج الذي اشتريته منه المنتج أو الملحق أو زيارة www.vive.com/support للاستطلاع على مزيد من المعلومات بشأن الاتصال بخدمة عملاء HTC للحصول على المساعدة. ويُنصح عدم إجراء أي عمليات خدمة أو صيانة في المنتج أو الملحق إلا بواسطة HTC أو مركز خدمة معتمد من قبل HTC.
- عندما تتصل بالموذج أو HTC، إرجاء التذك من توفر المعلومات التالية:
 - اسم الطراز وأرقام التسلسلي للمنتج أو الملحق.
 - عنوانك بالكامل ومعلومات الاتصال بك.
 - نسخة من الفاتورة أو إيصال الشراء أو سند البيع الأصلي الذي اشتريت المنتج به ويجب تقديم إثبات ساري للشراء عند القيام بأي عمليات بموجب هذا الضمان المحدود .

بعد اكتمال هذه الخطوات، ستؤكد HTC بتعليمات حول كيفية إرجاع المنتج أو الملحق وحالات إرجاعه. ويجوز تكميل التكاليف المرتبطة بإرجاع المنتج أو الملحق إلى HTC.

إذا أُرجمت المنتج أو الملحق أثناء فترة الضمان وكان مستوفياً لشروط هذا الضمان المحدود، سيتم HTC وإكمالها المعتمد بإصلاحه أو تبديله بمحض إرادتها. وقد يتضمن الإصلاح أو التبديل استخدام منتج و/أو قطع غيار جديدة ومساوية في الأداء الوظيفي. وبعد الموزع أو HTC المنتج أو الملحق المصلح أو التبديل إليك بحالة تشغيل جيدة. ويصحح أي منتج أو ملحق يتم تبديله، أو أي من أجزائه أو مكوناته

المستبدلة، بموجب هذا الضمان المحدود ملكاً لشركة HTC.

إذا قامت HTC بتصليح أو استبدال المنتج، يستمر المنتج المبدل أو الذي تم تصليحه خاضعاً للضمان لمدة المتبقية لفترة الضمان الأصلي أو لمدة ثلاثة (3) أشهر من تاريخ التصليح أو الاستبدال، أيهما أطول.

بدلاً من عمليات إرجاع المنتج أو الملحق، قد تقبل HTC إبدائك مبدلاً بإجراء عملية الترتيب من قبل المستخدم للوفاء بالتزاماتها تجاه الضمان المحدود. وتتوافق شروطك على إرجاع الأجزاء المستبدلة إذا طُلبت منك ذلك.

يجب إبلاغ HTC بأي قصور وظيفي فعلي أثناء فترة سريان الضمان لكي تكون مؤهلاً للحصول على أي تعويض قانوني بموجب الضمان المحدود. ولا تتسبب المنتج أو الملحق الناتج لك مباشرة إلى HTC ما لم يُطلب منك ذلك عند الإبلاغ بالخطوات المذكورة سابقاً . ويجب اتباع تلك الخطوات إذا أرادت إرجاع المنتج أو الملحق للحصول على خدمة الضمان.

حدود المسؤولية القانونية

بغلاف ما لم يتركه في هذا الضمان ، تضمن HTC المسؤولية القانونية فقط عن أي خسائر أو أضرار تنتجها بسبب انتهاك HTC لهذا الضمان المحدود أو إذا كانت الخسائر المتوقعة حدوثها نتيجة لهذا الانتهاك. ولا تتحمل مسؤولية أي خسائر غير مباشرة تحدث كآثر جانبي للخسارة الرئيسية أو الضرر الرئيسي

وأي لا يمكن توقعها بواسطةك أو بواسطة HTC، بما في ذلك، نكراً لا حصراً، خسائر أرباح أو خسائر تجارية أو توقف نشاط تجاري أو فقدان معلومات تجارية أو فقدان بيانات أو فقدان خصوصية أو فقدان سوية. بصرف النظر عما سبق وحتى لو عجز التعويض عن تحقيق غرضه الأساسي، تتحصر المسؤولية القانونية للكاملة لشركة HTC ومورديها بموجب أي من أحكام هذا الضمان المحدود في المبلغ الذي دفعه العميل فعلياً مقابل المنتج أو الملحق (حسب مقتضى الحال). وتسري هذه الاستثناءات حتى لو تم إبلاغ HTC بإمكانية حدوث هذه الأضرار.

أحكام عامة

- تقنون الملحق: يضعف هذا الضمان المحدود لقانون البلد الذي تم شراء المنتج و/أو الملحقات فيه، وتنفرد المحاكم المعنية في ذلك البلد بالاختصاص القضائي فيما يتعلق بهذا الضمان المحدود.
- القابلية للتسليم: إذا تبين لأي محكمة عدم صلاحية أي جزء من هذا الضمان المحدود أو عدم قابليته للإلغاء، فلا يؤثر ذلك على صلاحية أي جزء آخر في الضمان المحدود أو قابليته للإلغاء.