

HTC VIVE Focus PRODUCT LIMITED WARRANTY

Singapore

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

BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY AND ARBITRATION AGREEMENT BELOW.

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

THIS PRODUCT IS FOR CONSUMER HOME USE ONLY, THE WARRANTY COVERAGE IS VOID IF APPLIED IN COMMERCIAL OR NON-HOME USE.

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. **“Product”** means the HTC VIVE Focus virtual reality system, provided in the box at the time of original purchase from an authorized Retailer or e-commerce channel and which consists of the head mounted display (“VIVE Focus Headset”) and the handheld controller (“VIVE Focus Controller”).
2. **“Accessory”** or **“Accessories”** means other secondary component(s) or item that are supplied in the box and not permanently affixed to the Product at the time of sale, and which includes the USB Type-C cable and HTC Rapid Charger 3.0; 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.
3. **“Warranty Period”** for Product and Accessories: means twelve (12) months from the date You purchased the Product from an authorized Retailer.
4. **“You”** or **“Your”** means the original retail purchaser and/or original end-user of the Product or Accessory.
5. **“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.
6. **“Retailer”** means a business that sells goods directly to end users, including those with a physical and/or online presence.
7. **“User Manual”** means the user instruction materials packaged with the Product or Accessory or posted on-line.

WHAT IS COVERED BY THIS LIMITED WARRANTY?

During 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”).

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.

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 (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.

EVEN 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, 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 AAA batteries, wrist strap, face cushion 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, 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;
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, rain, snow, perspiration, moisture or liquid damage; 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 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;
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, including any screen or lens;
12. to any computer or other devices 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 and/or firmware, 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 any 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.

TERRITORY

This Limited Warranty is valid and enforceable only in Singapore where the Product is 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 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 to obtain warranty service under this Limited Warranty:

1. Refer to the User Manual and/or resources available at www.vive.com in order to identify and resolve 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/sg/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 or Accessory. 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. 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 data 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, IMAGE, 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, INCLUDING 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.

Before 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 returned to You and HTC will not be responsible for the loss.

If 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 return the repaired or replacement Product or Accessory to You in good working condition. Any Product, Accessory, or parts or components thereof that are replaced under the terms of this Limited Warranty become the property of HTC.

If HTC repairs or replaces 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.

Rather 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 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.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

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

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY. NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, HTC AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT OR ACCESSORY. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

GENERAL PROVISIONS

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