



HTC VIVE FOCUS 3

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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/).

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, VEUILLEZ 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 아니함: 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। किराये पर देना, पे-पर-प्ले, आर्केड, शिक्षा ... आदि।

यदि उत्पाद व्यावसायिक उपयोग के लिए आवश्यक है, तो कृपया हमारे विकरणों के लिए कृपया संपर्क करें

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ผลิตภัณฑ์นี้สำหรับใช้ส่วนบุคคลเท่านั้น ไม่ใช่เพื่อการค้า ลิขสิทธิ์ครอบคลุมตามการรับประกันจะเป็นโมฆะ หากมีการใช้เพื่อวัตถุประสงค์ทางการค้า (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/).

HTC VIVE FOCUS 3 PRODUCT - LIMITED WARRANTY

Australia, New Zealand

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER. BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO 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 FOR ANY OTHER LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE BENEFITS OF THIS WARRANTY ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES OF THE CONSUMER UNDER A LAW IN RELATION TO THE GOODS OR SERVICES TO WHICH THE WARRANTY RELATES.

DEFINITIONS

The following definitions apply to this 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 USB cable & Power adapter; 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 FOCUS 3 virtual reality system, which includes the head mounted display (VIVE FOCUS Headset) and handheld controllers (VIVE FOCUS Controllers) 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. 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. Consumer guarantees and statutory warranties may provide you with additional or different legal rights.

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, 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 the Product or Accessory, including any screen or lens;
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.

TERRITORY

This 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.

Before 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 removable 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.

Before 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 the Product, they may not be returned to You and HTC will not be responsible for their 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 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.

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 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.

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, INCLUDING IMPLIED WARRANTIES.

TO THE EXTENT LEGISLATION PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES OR STATUTORY CONSUMER GUARANTEES, HTC LIMITS ITS LIABILITY FOR A FAILURE TO COMPLY WITH SUCH WARRANTY OR GUARANTEE TO ONE OR MORE OF THE FOLLOWING: THE REPLACEMENT OF DEFECTIVE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; THE REPAIR OF THE GOODS; PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS 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

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

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

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

No Class Arbitrations, Class Actions or Representative Actions. You and HTC agree that any Dispute arising out of or related to this Limited Warranty, is personal to you and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or 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 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 may not exceed, in form or amount, the relief that a court in the same jurisdiction could order under the Limited Warranty; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Limited Warranty. Notwithstanding the foregoing, any decisions concerning arbitrability of a particular dispute, including but not limited to whether a class arbitration is permitted by this Limited Warranty, shall be resolved by a proper court in the jurisdiction of the Dispute, rather than an arbitrator. Any dispute concerning the enforceability of this agreement to arbitrate, or any part thereof, shall also be resolved by a proper court in Victoria, Australia (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 the these rules, or (b) waive your opportunity to read these rules and any claim that the rules are unfair or should not apply for any reason.

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

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

GENERAL PROVISIONS

- 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:** 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.
- 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 FOCUS 3 PRODUCT

Canada

PLEASE 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. BY 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. WARRANTY COVERAGE IS VOID IF USED FOR COMMERCIAL PURPOSES.

DEFINITIONS

The 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: USB 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 FOCUS 3 virtual reality system purchased from an authorized Retailer, which includes in a kitted system the following: the VIVE FOCUS Headset and VIVE FOCUS Controllers.
- "Province"** means a Province of Canada, Yukon, Northwest Territories and Nunavut.
- "Resident of Québec"** means residents of Québec who enter into a contract to which the Consumer Protection Act (Québec) applies.
- "Retailer"** means a business that sells goods directly to end users, including those with a physical and/or online presence.
- "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.

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

- if the Product or Accessory, 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 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 or if the seals of the battery or the battery pack 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; 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 repair;
- 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 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, 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; 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.

TERRITORY

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:

- 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.

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. 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 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.

If 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.

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. 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.

Not applicable to residents of Québec

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

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

Not applicable to residents of Québec

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PRIVACY, LOSS 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 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

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

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

No Class Arbitrations, Class Actions or Representative Actions. You and HTC agree that any Dispute arising out of or related to this Limited Warranty, is personal to You and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and HTC agree that there will be no class arbitration or arbitration in which an individual 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, 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 we are seeking. Your notice to HTC must be sent to the email address at which You are seeking. Your notice to You will be sent electronically to the email address You use or used for Your HTC account, where available, or given to any alternate contact previously provided, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or HTC may, as appropriate and in accordance with this Limited Warranty, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court.

Process. Except for Disputes in which either party seeks to bring an individual action in small claims court, You and HTC agree that any Dispute must be commenced or filed by You or HTC within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that You and HTC will no longer have the right to assert such claim regarding the Dispute). You and HTC agree that the arbitration shall be according to the American Arbitration Association Commercial Arbitration Rules applicable to consumer disputes (the "AAA Rules"), except insofar as those rules would be inconsistent with any part of this Limited Warranty, including without limitation the agreement to arbitrate. For claims of \$5,000 or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. The arbitration shall be held in King County, Washington and the state and federal courts located in King County, Washington have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of Your residence if the Dispute meets the requirements to be heard in small claims court.

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

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

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

RIGHT TO OPT OUT: This agreement to arbitrate disputes will apply unless You notify HTC in writing postmarked no later than 30 calendar days of 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

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

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

GARANTIE LIMITÉE DE HTC VIVE FOCUS 3

Canada - Français

VEUILLEZ 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.

PAR 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 REFUSEZ 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.

LA COUVERTURE DE LA GARANTIE S'ÉTEINT SI LE PRODUIT EST UTILISÉ À DES FINS COMMERCIALES.

DÉFINITIONS

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: USB 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 FOCUS 3 acheté auprès d'un Détaillant agréé, et inclut, dans la trousse du système : le Casque VIVE FOCUS 3 (VIVE FOCUS Headset) et la VIVE FOCUS Controller.
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** », « **Vous** » et « **Vos** » renvoient à l'acheteur initial ou au premier utilisateur final du Produit.

CE QUI EST COUVERT PAR LA PRÉSENTE GARANTIE LIMITÉE

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

La présente Garantie limitée est accordée uniquement à vous, et elle ne peut être vendue, cédée, transférée ou donnée en tout ou en partie à un acheteur ou acquéreur subséquent du Produit ou de l'Accessoire ou à toute autre personne. La présente Garantie limitée Vous accorde des droits juridiques particuliers, et Vous pouvez également avoir d'autres droits qui varient d'une Province à l'autre.

CE QUI N'EST PAS COUVERT PAR LA PRÉSENTE GARANTIE LIMITÉE

La présente Garantie limitée s'applique uniquement au Produit ou à l'Accessoire. Par conséquent, elle ne s'applique pas à des équipements autres que HTC ni à des logiciels quelconques, qu'ils aient été ou non mis au point par HTC ou par un tiers, même s'ils sont destinés ou étiquetés pour l'utilisation avec le Produit. Des fabricants, fournisseurs ou éditeurs tiers peuvent offrir des garanties pour leurs propres produits et Vous pouvez faire appel à leur service en communiquant directement avec eux.

MÊME EN CE QUI CONCERNE LE PRODUIT OU L'ACCESSOIRE QUE VOUS AVEZ ACHETÉS, LA PRÉSENTE GARANTIE LIMITÉE NE S'APPLIQUE PAS :

1. si le numéro de série du Produit ou de l'Accessoire, le code de date ou l'indicateur d'eau a été retiré, effacé, dégradé ou altéré, ou est illisible;
2. à une détérioration de l'apparence esthétique du Produit ou de l'Accessoire en raison d'une usure normale;
3. aux pièces consommables, telles que les Sangle (Lanyard), Pile alcaline AA (AA alkaline battery), Chiffon de nettoyage (Clean cloth) ou les revêtements protecteurs, dont on peut raisonnablement s'attendre à ce qu'ils se détériorent avec le temps, à moins que la défaillance ne relève d'un défaut de fonctionnement;
4. aux dysfonctionnements causés par une mauvaise installation de la batterie, ou si l'étanchéité ou le châssis de la batterie sont brisés ou montrent des signes de fuite ou d'altération;
5. à des défauts de fonctionnement causés par des surtensions électriques ou autres problèmes électriques qui ne sont pas attribuables au Produit ou à l'Accessoire;
6. à un usage non conforme au manuel de l'utilisateur ou dans des conditions d'utilisation anormales;
7. à un maniement brusque, à un usage extérieur, à l'exposition à des liquides, à des dommages causés par des liquides, à une exposition à l'humidité ou à des conditions thermiques ou environnementales extrêmes, à un changement rapide de telles conditions, à la corrosion ou à l'oxydation;
8. à un usage à des fins commerciales, alors que le Produit est destiné uniquement à des fins de divertissement personnel;
9. aux dommages causés par des modifications ou par des réparations non garanties, ou qui en résultent;
10. à des accidents, à des forces de la nature ou à d'autres actions échappant au contrôle raisonnable de HTC (y compris, mais sans s'y limiter, les défauts de pièces consommables), à moins que le défaut soit une cause directe d'un défaut de fonctionnement;
11. aux dommages causés sur la surface du Produit ou de l'Accessoire, y compris, mais sans s'y limiter, des fissures ou des rayures sur la surface du Produit ou de l'Accessoire, y compris tout écran ou objectif;
12. à tout ordinateur ou autre produit auquel le Produit peut se connecter. HTC ne garantit pas que le fonctionnement du Produit ou de l'Accessoire sera ininterrompu ou sans erreur;
13. lorsque le logiciel installé sur le Produit, y compris, mais sans s'y limiter, le système d'exploitation ou le micrologiciel, doit être mis à niveau, si de telles mises à niveau peuvent être téléchargées par Vous;
14. à un Produit dans lequel le système d'exploitation ou le micrologiciel a été altéré, ce qui inclut toute tentative infructueuse de modifier le système d'exploitation, que ces modifications soient ou non autorisées, approuvées ou autrement sanctionnées par HTC;
15. à des défauts de fonctionnement causés par le débanchement d'un câble ou par l'arrêt du Produit ou de votre ordinateur pendant la mise à jour d'un micrologiciel; ou
16. aux défauts de fonctionnement causés par l'utilisation du Produit ou de l'Accessoire avec un accessoire non approuvé ou non fourni par HTC (ou par la connexion du Produit à un tel accessoire), ou si le Produit ou l'Accessoire est utilisé d'une manière non prévue et que le dysfonctionnement n'est pas attribuable au Produit lui-même.

TERRITOIRE

La présente Garantie limitée est valide et exécutoire uniquement au Canada où le Produit ou l'Accessoire sont destinés à la vente. Un Produit ou un Accessoire non peut être retournés pour être réparés en vertu de la présente Garantie limitée que dans le pays où ils sont destinés à la vente. La disponibilité et le délai de réponse du service de garantie peuvent varier d'un pays à l'autre.

FAÇON D'OBTENIR LE SERVICE AU TITRE DE LA GARANTIE

Dans l'hypothèse d'une défaillance perçue du Produit ou de l'Accessoire, Vous devez prendre les mesures suivantes :

1. Reportez-vous au manuel de l'utilisateur ou aux ressources disponibles sur www.vive.com/support afin d'identifier le problème et de le corriger.
2. Si le problème ne peut pas être résolu en se reportant au manuel de l'utilisateur ou aux ressources disponibles sur www.vive.com, Vous devez communiquer avec le Détaillant auprès duquel Vous avez acheté le Produit ou l'Accessoire, ou visiter le site www.vive.com/support pour en savoir plus sur la façon de communiquer avec le service à la clientèle HTC pour obtenir de l'aide.
3. En communiquant avec le Détaillant ou HTC, veuillez Vous assurer d'avoir les renseignements suivants à votre disposition :
 - 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 ou de l'Accessoire. Vous devez présenter une preuve d'achat valable en faisant une réclamation en vertu de la présente Garantie limitée.

Une fois ces étapes terminées, HTC Vous donnera des instructions sur la manière et le moment de retourner le Produit ou l'Accessoire. À moins d'indication contraire, Vous pourriez être responsable des frais liés au retour du Produit ou de l'Accessoire à HTC. Avant de retourner le Produit à HTC, par exemple, Vous devez sauvegarder et supprimer vos données personnelles numériques stockées sur le support d'enregistrement du Produit. HTC et les centres de service agréés de HTC déclinent toute responsabilité concernant la perte de données numériques stockées sur le support d'enregistrement du Produit, quelles qu'elles soient.

Si Vous retournez le Produit ou l'Accessoire durant la Période de garantie et qu'il satisfait aux modalités de la présente Garantie limitée, HTC ou son agent agréé le réparera ou le remplacera à son entière discrétion. La réparation ou le remplacement peut comporter l'utilisation d'un Produit ou Accessoire ou de pièces remis à neuf de valeur équivalente sur le plan fonctionnel. Le Détaillant ou HTC Vous retournera le Produit ou l'Accessoire réparé ou remplacé en bon état de fonctionnement. Tout Produit, Accessoire ou pièce ou composant de ceux-ci qui est remplacé en vertu des modalités de la présente Garantie limitée devient la propriété de HTC.

Si HTC répare ou remplace le Produit ou l'Accessoire, le Produit ou l'Accessoire réparé ou remplacé continuera à bénéficier de la garantie pendant la durée restante de la Période de garantie initiale ou pendant trois (3) mois à compter de la date de la réparation ou du remplacement, si cela représente une période plus longue.

Au lieu de Vous demander de retourner le Produit ou l'Accessoire, HTC peut plutôt décider de Vous faire parvenir directement des pièces installables par l'utilisateur afin de satisfaire à ses obligations en vertu de la Garantie limitée. En échange, Vous convenez de retourner, à vos frais, les pièces remplacées à la demande de HTC.

HTC se réserve le droit de limiter le service de garantie au pays où le Produit ou l'Accessoire était destiné à la vente. HTC doit être avisée d'une défaillance perçue durant la Période de garantie applicable afin que Vous puissiez être admissible à tout recours en vertu de la Garantie limitée. N'expédiez pas Votre Produit ou Accessoire directement à HTC, sauf si expressément indiqué dans les étapes ci-dessus. Si Vous avez besoin de retourner le Produit ou l'Accessoire pour obtenir le service de garantie, Vous devez suivre les étapes ci-dessus.

Ne s'applique pas aux résidents du Québec

DÉNÉGATION DE GARANTIE ET LIMITATION DES AUTRES GARANTIES ET DROITS

DANS LA MESURE PERMISE PAR LA LOI, LA PRÉSENTE GARANTIE LIMITÉE ET LES RECOURS INDIQUÉS SONT EXCLUSIFS ET TIENNENT LIEU DE L'ENSEMBLE DES AUTRES GARANTIES, RECOURS ET CONDITIONS. HTC LIMITE LA DURÉE ET LES RECOURS DE TOUTES LES GARANTIES IMPLICITES ET PRÉVUES PAR LA LOI, SAUF SANS S'Y LIMITER, LES GARANTIES À L'ÉGARD : CARACTÈRE MARCHAND ET DE L'APTITUDE À UNE FIN PARTICULIÈRE, AINSI QUE LES GARANTIES CONTRE LES VICÉS CACHÉS OU LATENTS POUR LA DURÉE DE LA GARANTIE LIMITÉE ET, AU CHOIX DE HTC, LES SERVICES DE RÉPARATION OU DE REMPLACEMENT DÉCRITS DANS LES PRÉSENTES. Certaines provinces ne permettent pas de limitations sur la durée d'une garantie implicite; il se peut donc que la limitation ci-dessus ne s'applique pas.

Ne s'applique pas aux résidents du Québec

LIMITATION DE RESPONSABILITÉ

SAUF CE QUI EST PRÉVU DANS LA PRÉSENTE GARANTIE LIMITÉE ET DANS LA MESURE MAXIMALE PERMISE PAR LA LOI, HTC NE SERA PAS RESPONSABLE DES PERTES OU DES DOMMAGES ACCESSOIRES OU CONSÉCUTIFS, OU DES DOMMAGES DE QUELQUE NATURE QUE CE SOIT, Y COMPRIS, MAIS SANS S'Y LIMITER, LA PERTE DE DONNÉES, LA PERTE DE LA PROTECTION DE LA VIE PRIVÉE, LA PERTE DE PROFITS OU LA PERTE COMMERCIALE, L'INTERRUPTION DES ACTIVITÉS, OU LA PERTE DE CONFIDENTIALITÉ. NONOBTANT CE QUI PRÉCÈDE, ET MÊME SI UN RECOURS N'EST PAS DISPONIBLE, L'ENTÈRE RESPONSABILITÉ DE HTC ET DES FOURNISSEURS EN VERTU DE TOUTE DISPOSITION DE LA PRÉSENTE GARANTIE LIMITÉE SE LIMITERA AU MONTANT EFFECTIVEMENT PAYÉ PAR LE CLIENT POUR LE PRODUIT OU L'ACCESSOIRE. CES EXCLUSIONS S'APPLIQUENT MÊME SI HTC A ÉTÉ AVISÉE DE L'ÉVENTUALITÉ DE CES DOMMAGES. Certaines provinces ne permettent pas l'exclusion ou la limitation de dommages accessoires ou consécutifs; il se peut donc que la limitation ou l'exclusion ci-dessus ne s'applique pas.

Ne s'applique pas aux résidents du Québec

CLAUSE D'ARBITRAGE DE DIFFÉRENDS

VEUILLEZ LIRE ATTENTIVEMENT LA SECTION CI-APRÈS, CAR ELLE VOUS OBLIGE À SOUMETTRE À L'ARBITRAGE CERTAINS DIFFÉRENDS ET RÉCLAMATIONS AVEC HTC ET ELLE LIMITE LA MANIÈRE DONT VOUS POUVEZ RECOURIR À UN REDRESSEMENT AUPRÈS DE HTC.

Arbitrage obligatoire. À l'exception des différends dans lesquels l'une ou l'autre partie vise à intenter une action personnelle devant le tribunal des petites créances, HTC et Vous convenez (a) de renoncer aux droits respectifs de HTC et de Vous de faire résoudre tout différend ou réclamation découlant de la présente Garantie limitée, de l'utilisation ou la performance du Produit ou de l'Accessoire (collectivement les « **Différends** ») devant un tribunal, et (b) de renoncer à Vos droits et aux droits de HTC à un procès par jury. HTC et Vous convenez plutôt de soumettre les Différends à l'arbitrage obligatoire (qui consiste en la soumission d'un Différend à une ou plusieurs personnes chargées de passer en revue le Différend et d'en venir à une décision définitive et contraignante pour le résoudre plutôt que de faire trancher le Différend par un juge ou un jury devant un tribunal).

Aucun arbitrage collectif, recours collectif ou action représentative. HTC et Vous convenez que tout Différend découlant de la présente Garantie limitée, ou y ayant trait, est personnel à Vous et à HTC, et que ce Différend sera résolu uniquement par arbitrage individuel et ne sera pas présenté comme arbitrage collectif, recours collectif ou aucun autre type de procédure représentative. HTC et Vous convenez qu'il n'y aura aucun arbitrage collectif ou arbitrage au cours desquels une personne tentera de résoudre un Différend en tant que représentant d'un autre particulier ou groupe de particuliers. En outre, HTC et Vous convenez qu'un Différend ne peut être présenté comme recours collectif ou aucun autre type d'action représentative, que ce soit à l'intérieur ou à l'extérieur de l'arbitrage, ou au nom d'un autre particulier ou groupe de particuliers.

Avis; résolution informelle de différends. HTC et Vous convenez que chaque partie avisera l'autre partie par écrit de tout Différend pouvant être soumis à l'arbitrage ou aux petites créances, au moins 30 jours avant la date de sa survenue, de manière à ce que les parties puissent tenter de résoudre de bonne foi le Différend de manière informelle. L'avis à HTC devra être envoyé à : HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Votre avis doit comprendre (a) votre nom, adresse postale, numéro de téléphone, l'adresse électronique que Vous utilisez ou avez utilisée pour Votre compte HTC ou, si elle diffère ou si Vous n'avez aucun compte HTC, une adresse électronique à laquelle on peut Vous joindre, (b) une description raisonnablement détaillée de la nature ou de la base du Différend, et (c) le redressement particulier que Vous recherchez. Notre avis à Vous sera envoyé électroniquement à l'adresse électronique que Vous utilisez ou avez utilisée pour Votre compte HTC, le cas échéant, et comprendra (a) notre nom, adresse postale, numéro de téléphone et une adresse électronique à laquelle on peut nous joindre concernant le Différend, (b) une description raisonnablement détaillée de la nature ou de la base du Différend, et (c) le redressement particulier que nous recherchons. Si HTC et Vous ne réussissez pas à Vous entendre sur la manière de résoudre le Différend dans un délai de 30 jours suivant la date de réception de l'avis par la partie applicable, HTC ou Vous pouvez, le cas échéant et conformément à la présente Garantie limitée, intenter une procédure d'arbitrage ou, dans la mesure spécifiquement prévue ci-dessus, déposer une réclamation devant le tribunal des petites créances.

Processus. À l'exception des Différends dans lesquels l'une ou l'autre partie vise à intenter une action personnelle devant le tribunal des petites créances, HTC et Vous convenez que tout Différend doit être intenté ou déposé par HTC ou Vous dans un délai d'un an depuis la date de survenue du Différend, à défaut de quoi la réclamation sous-jacente sera irrecevable de façon permanente (ce qui signifie que HTC et Vous n'aurez plus le droit de faire valoir cette réclamation concernant le Différend). HTC et Vous convenez que l'arbitrage se tiendra selon les règles d'arbitrage commercial de l'Association américaine d'arbitrage (American Arbitration Association) applicables aux différends de consommation (les « **Règles de l'AAA** »), sauf dans la mesure où ces règles seraient incompatibles avec quelque partie que ce soit de la présente Garantie limitée, y compris, mais sans s'y limiter, l'accord d'arbitrage. Pour les réclamations de 5 000 \$ ou moins, Vous pouvez décider si Vous préférez que l'arbitrage soit uniquement tranché sur la base des documents soumis à l'arbitre, ou par une audition en personne ou par téléphone. L'arbitrage se tiendra dans le comté de Kings (État de Washington) et le tribunal d'État de féruaux situé dans le comté de Kings (État de Washington) auront compétence exclusive sur tout appel et pour faire valoir la sentence arbitrale. Vous pouvez également soumettre un Différend au tribunal des petites créances situé dans le comté de Votre résidence si le Différend satisfait aux exigences nécessaires pour être entendu par un tribunal de petites créances.

Autorité de l'arbitre. Comme limité par la Loi fédérale sur l'arbitrage, le présent Accord et les règles applicables de l'AAA, l'arbitre sera habilité à accorder tout redressement qui serait par ailleurs disponible devant le tribunal, sous réserve que la sentence arbitrale ne puisse dépasser, en forme ou montant, le redressement qu'un tribunal fédéral des États-Unis de première instance pourrait ordonner en vertu de la Garantie limitée; sous réserve, toutefois, que l'arbitre n'est pas habilité à tenir un arbitrage collectif ou une action représentative qui est interdit en vertu de la présente Garantie limitée. Nonobstant les Règles de l'AAA, toute décision concernant l'arbitrage d'un différend particulier, y compris, mais sans s'y limiter, la décision à savoir si un arbitrage collectif est permis par la présente Garantie limitée, devra être résolue par un tribunal en bonne et due forme situé dans le comté de Kings (État de Washington) plutôt que par un arbitre. Tout différend concernant le caractère exécutoire du présent accord d'arbitrage, ou toute partie de celui-ci, devra également être résolu par un tribunal en bonne et due forme situé dans le comté de Washington.

Règles de l'AAA. Les règles de l'AAA et des renseignements supplémentaires l'AAA sont disponibles sur le site Web de l'AAA (<https://www.adr.org/Consumer>). En ne Vous retirant pas du présent accord d'arbitrage de la manière précisée ci-après, Vous (a) convenez et reconnaissez que Vous avez lu et comprenez les Règles de l'AAA, ou (b) renoncez à Votre possibilité de lire les Règles de l'AAA et à toute revendication à l'effet que les Règles de l'AAA sont injustes ou ne devraient pas s'appliquer pour quelque motif que ce soit.

Applicabilité de l'accord d'arbitrage. Si l'INTERDICTION D'ARBITRAGE COLLECTIF PRÉCISÉE CI-DESSUS EST JUGÉE NON EXÉCUTOIRE, L'ACCORD D'ARBITRAGE NE S'APPLIQUERA DONC PAS À LA RÉCLAMATION COLLECTIVE.

DROIT DE RETRAIT : le présent accord d'arbitrer les différends s'appliquera à moins que Vous n'avisiez HTC par écrit, le cachet de la poste faisant foi, au plus tard 30 jours civils après la date d'achat du Produit ou de l'Accessoire pour lequel Vous rejetez l'accord d'arbitrage. Vous devez inclure dans Votre avis de retrait (a) Vos nom et adresse; (b) la date à laquelle Vous avez acheté le Produit ou l'Accessoire; (c) le nom de modèle du Produit; et (d) le numéro de série du Produit ou la description de l'Accessoire. Ces numéros se trouvent sur l'emballage et sur le Produit ou l'Accessoire. Vous devez envoyer l'avis de retrait à : HTC Legal Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Aucun autre formulaire d'avis ne saurait permettre un retrait du présent accord d'arbitrage. Si Vous Vous retirez de l'accord d'arbitrage, la Garantie limitée continuera à s'appliquer à Vous.

DISPOSITIONS GÉNÉRALES

1. **Renonciation au procès par jury :** SI UN DIFFÉREND ENTRE HTC ET VOUS PRODUIT EN COUR PLUTÔT QU'EN ARBITRAGE, OU EN SUS D'UN ARBITRAGE, HTC ET VOUS RENONCEZ INCONDITIONNELLEMENT AU DROIT À UN PROCÈS PAR JURY DANS TOUTE ACTION, PROCÉDURE OU DEMANDE RECONVENTIONNELLE DÉCOULANT DE LA PRÉSENTE GARANTIE LIMITÉE OU Y AVANT TOUT.
2. **Loi applicable :** Ne s'applique pas aux résidents du Québec : La Loi fédérale sur l'arbitrage (la loi « **FAA** ») s'applique à l'accord d'arbitrage. Sauf de la manière empêchée par la loi FAA, le droit de la province de l'Ontario et les lois du Canada régiront la présente Garantie limitée.
3. **Divisibilité :** Sauf dans la mesure spécifiquement prévue ci-dessus, si une disposition quelconque de la présente Garantie limitée est jugée non valide ou non exécutoire, ce caractère non valide ou non exécutoire n'affectera pas le caractère exécutoire des autres dispositions de la Garantie limitée.

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

HTC VIVE FOCUS 3 PRODUK WARANTI TERHAD	
Malaysia	
SILA BACA WARANTI TERHAD NI DENGAN TELITI UNTUK MENAHAMI HAK DAN KEWAJIPAN ANDA. DENGAN MENGGUNAKAN PRODUK ATAU AKSESORI HTC, ANDA BERSUTU DENGAN WARANTI TERHAD.	
Waranti ini berbeza daripada mana-mana hak statutori di bawah sebarang undang-undang perlindungan pelanggan mandatori yang berkenaan dengan anda, la bertujuan untuk memberikan anda hak tambahan secara khusus dan mungkin mengikut kes, dalam yang diberikan oleh di bawah undang-undang dan tidak bertujuan untuk menggantikan atau membatalkan hak statutori ini. Sebelum melaksanakan hak anda di bawah Waranti ini, anda perlu membiaskan diri dengan hak statutori anda, kerana mungkin lebih baik untuk melaksanakan ini dan tidak membuat tuntutan di bawah Waranti ini.	
TAKRIFAN	
Takrifan berikut diguna pakai untuk Waranti Terhad ini:	
1. "Produk" bermakna sistem realiti maya HTC VIVE FOCUS 3 yang disediakan dalam kotak pada masa pembelian asal daripada peruncit berdaftar dan yang terdiri daripada: Papan lekapan kepala (VIVE FOCUS Headset) dan Pengawal pegang (VIVE FOCUS Controllers).	
2. "Aksesori" bermakna komponen sekunder lain yang dibekalkan dengan Produk pada masa jualan dan disertakan dalam kotak dan yang termasuk Kabels Headset, USB cable dan Penukual Kuasa (Power Adapter) dengan syarat ia telah dikeluarkan oleh HTC dan dibeli daripada peruncit berdaftar dan boleh dikenal pasti melalui tanda dagangan, nama dagangan atau logo "HTC" atau "VIVE" yang dilekatkan pada komponen, jika ada, seperti yang dibekalkan pada asalnya.	
3. "Tempoh Waranti" untuk Produk dan Aksesori: bermaksud dua belas (12) bulan dari tarikh Anda membeli Produk dari peruncit rasi HTC atau HTC.	
4. "Anda" bermakna pemberi runcit asal dan/atau pengguna akhir asal Produk.	
5. "Keadaan Pengunaan Biasa" bermakna penggunaan pengguna akhir bagi Produk di bawah keadaan rumah biasa mengikut bahan arahan pengguna (Manual Pengguna seperti yang ditakrifkan di bawah) yang dibekalkan dengan Produk atau Aksesori atau diarkikan dalam talian.	
6. "Manual Pengguna" bermakna bahan arahan pengguna dan panduan keselamatan yang dibungkus bersama Produk atau Aksesori atau diarkikan dalam talian.	
PIHAK YANG MENAWARKAN WARANTI TERHAD	
Waranti Terhad ini diberikan kepada Anda oleh HTC Corporation yang beralamat di No. 23, Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan ("HTC").	
SIAPAKAH YANG DILINDUNGI OLEH WARANTI TERHAD INI?	
Semasa Tempoh Waranti, HTC memberi jaminan bahawa Produk atau Aksesori akan bebas daripada kerosakan dari segi bahan dan mutu kerja jika digunakan di bawah Keadaan Penggunaan Biasa mengikut bahan arahan pengguna yang dibungkus dengan Produk atau Aksesori atau diarkikan dalam talian.	
Waranti Terhad ini diberikan hanya kepada Anda dan tidak boleh dijual, diperuntukkan, dipindahkan atau diberikan sepenuhnya atau sebahagian kepada mana-mana-mana pembeli atau pemolek Produk atau Aksesori berikutnya atau orang lain.	
WILAYAH	
Waranti Terhad ini sah dan boleh dikuatkuasakan hanya untuk Produk atau Aksesori yang telah dikeluarkan oleh HTC untuk jualan dan telah dibeli di Malaysia.	
Produk atau Aksesori hanya boleh dipulangkan untuk dibaiki di bawah Waranti Terhad ini di Malaysia. Ketersediaan perkhidmatan waranti dan masa respons mungkin berbeza-beza mengikut negara.	
Anda juga menguak bahawa undang-undang dan peraturan ekspor tertentu mungkin diguna pakai kepada anda bergantung pada negara kediaman anda dan anda bersetuju untuk mematuhi semua undang-undang dan peraturan sedemikian jika anda mengeksport Produk atau Aksesori anda.	
SIAPAKAH YANG TIDAK DILINDUNGI OLEH WARANTI TERHAD INI?	

Waranti Terhad ini tidak diguna pakai selain daripada untuk Produk atau Aksesori. Oleh itu, ia tidak diguna pakai untuk mana-mana peralatan bukan HTC atau apa jua perisian, sama ada dibangunkan oleh HTC atau pihak ketiga, walaupun bertujuan atau dilabelkan untuk kegunaan dengan Produk. Pengeluar, pembekal atau penerbit pihak ketiga boleh memberi waranti untuk produk mereka sendiri dan Anda boleh menghubungi mereka secara terus untuk mendapatkan perkhidmatan.

MALAH BERHUBUNG DENGAN PRODUK ATAU AKSESORI YANG ANDA BELI, WARANTI TERHAD INI TIDAK DIGUNA PAKAI:

1. jika nombor siri, kod tarikh, penunjuk air atau cap waranti (label sah) Produk atau Aksesori telah ditanggalkan, dipadamkan, dirosakkan atau dipinda atau tidak boleh dibaca;
2. untuk sebarang kerosakan rupa bentuk kosmetik Produk atau Aksesori disebabkan haus dan lusuh biasa;
3. untuk bahan guna habis seperti: Lanyards, Bateri alkali AA (AA alkaline battery), Kain pembersih (Clean cloth) atau saduran pelindung yang secara munasabah dijangkakan akan menyusut mengikut masa, melainkan kegagalan telah terjadi disebabkan oleh pincang tugas;
4. untuk pincang tugas yang disebabkan oleh bateri, jika Anda atau orang lain tidak memasangnya dengan betul, jika penutup kurungan bateri atau sel telah pecah atau menunjukkan bukti pengubahan atau jika digunakan dalam peralatan selain daripada yang telah ditentukan;
5. untuk pincang tugas yang disebabkan oleh pusan elektrik atau masalah arus elektrik lain yang bukan kegagalan Produk atau Aksesori;
6. untuk kegunaan yang tidak mengikut manual pengguna atau bukan di bawah Keadaan Penggunaan Biasa;
7. untuk pengendalian kasar; kegunaan di luar; pendendaahan kepada cecair; kerosakan yang disebabkan oleh cecair, kelembapan atau terma lampau atau keadaan persekitaran atau perubahan pesat dalam keadaan sedemikian; kakisan atau pengoksidaan;
8. untuk tujuan komersial kerana Produk bertujuan hanya untuk kegunaan hiburan peribadi;
9. untuk pengubahsuaian atau sambungan yang tidak dibenarkan atau pembaikan yang menggunakan alat ganti yang tidak dibenarkan atau pembaikan oleh orang atau lokasi yang tidak dibenarkan;
10. untuk kemalangan, kuasa semula jadi atau tindakan lain di luar kawalan munasabah HTC (termasuk tetapi tidak terhad pada kekurangan dalam bahan guna habis) melainkan kerosakan disebabkan secara langsung oleh pincang tugas;
11. untuk kerosakan fizikal pada permukaan Produk atau Aksesori, termasuk tetapi tidak terhad pada retak atau calar pada permukaan Produk dan Aksesori, termasuk mana-mana skrin atau lensa;
12. untuk mana-mana komputer yang mungkin bersambung dengan Produk. HTC tidak memberi jaminan bahawa operasi Produk atau Aksesori tidak akan terganggu atau tanpa ralat;
13. jika perisian yang dimuatkan pada Produk, termasuk tetapi tidak terhad pada sistem operasi dan/atau perisian tegar, perlu dinaik taraf, jika kemas kini sedemikian boleh dimuatkan oleh Anda;
14. untuk mana-mana Produk yang sistem operasi dan/atau perisian tegar telah dipinda, termasuk sebarang percubaan gagal untuk memindahkan sistem operasi, tanpa mengira sama ada pengubahsuaian sedemikian dibenarkan, diluluskan atau sebaliknya disekat oleh HTC;
15. kepada kerosakan yang disebabkan oleh pencabut sebarang kabel dari atau sebaliknya mengalihkan Produk, atau komputer anda semasa kemas kini firmware;
16. untuk pincang tugas yang disebabkan oleh penggunaan Produk atau Aksesori atau sambungan Produk kepada aksesori yang tidak diluluskan atau disediakan oleh HTC, atau digunakan dalam apa jua cara selain daripada tujuan penggunaannya dan jika kecacatan sedemikian bukan kegagalan Produk itu sendiri. Penggunaan aksesori bukan HTC mungkin membatalkan Waranti Terhad ini.

BAGAIMANAKAH CARANYA UNTUK SAYA MENDEPAKATKAN PERKHIDMATAN WARANTI?

Sekiranya pincang tugas dalam dilihat dalam Produk atau Aksesori, Anda perlu mengambil tindakan berikut:

1. Rujuk manual pengguna dan/atau sumber yang boleh didapati di www.vive.com/sea/support/ untuk mengenal pasti dan membetulkan masalah.
2. 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.
3. Apabila anda menghubungi peruncit atau HTC, sila pastikan anda mempunyai maklumat berikut:
 - a. Model dan nombor siri Produk atau Aksesori.
 - b. Alamat penuh dan maklumat perhubungan anda.
 - c. 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.

Setelah 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.

Jika Anda mengembalikan Produk atau Aksesori semasa Tempoh Waranti dan ia memenuhi terma Waranti Terhad ini, HTC atau ejen berdaftarnya akan membiak atau menggantikannya mengikut budi bicaranya. Pembaikan atau penggantian mungkin melibatkan penggunaan Produk dan/atau bahagian yang dibaik pulih yang serupa 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.

Jika HTC membiak atau menggantikan Produk, Produk yang dibaik atau diganti harus terus dijamin untuk baki masa Tempoh Waranti asal atau selama tiga (3) bulan dari tarikh pembaikan atau penggantian, yang mana lebih lama.

Berbanding menghendaki Anda mengembalikan Produk atau Aksesori, HTC sebaliknya mungkin memilih untuk membebankan bahagian boleh dipasang pengguna secara terus kepada Anda untuk memenuhi kewajipan Waranti Terhad. Anda sebaliknya bersetuju untuk mengembalikan bahagian yang digantikan jika diminta oleh HTC.

HTC 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 perlu mengembalikan Produk atau Aksesori untuk perkhidmatan waranti, langkah di atas mesti diikuti.

PENGHILANGAN LIABILITI

MELAINKAN SEBANYAK 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. KAMI TIDAK BERTANGGUNGJAWAB TERHADAP KEHILANGAN TIDAK LANGSUNG YANG TERJADI SEBAGAI KESAN SAMPINGAN KEHILANGAN ATAU KEROSAKAN UTAMA DAN YANG TIDAK DIRAMAL OLEH ANDA DAN HTC TERMASUK TETAPI TIDAK TERHAD PADA KEHILANGAN UNTUNG ATAU KEHILANGAN KOMERSIAL, GANGGUAN PERNIAGAAN, KEHILANGAN MAKLUMAT PERNIAGAAN, KEHILANGAN DATA, KEHILANGAN PRIVASI ATAU KEHILANGAN KERAHSIAAN. WALAU 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 UNTUK PRODUK ATAU AKSESORI (JIKA BERKENAAN). PENGECUALIAN INI DIGUNA PAKAI WALAUPUN HTC TELAH DINASIHATI TENTANG KEMUNGKINAN KEROSAKAN INI.

PERUNTUKAN UMUM

1. **Undang-Undang Mentadbir:** 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. **Kebolehsisihan:** Melainkan seperti yang diberikan di atas, jika mana-mana-mana bahagian Waranti Terhad ini didapati tidak sah atau tidak boleh dikuat kuasa oleh mahkamah, ia tidak akan memberi kesan terhadap penguatkuasaan kesahan bahagian lain Waranti Terhad.

HTC VIVE FOCUS 3 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

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. **"Product"** means the HTC VIVE FOCUS 3 virtual reality system, which includes the head mounted display (VIVE FOCUS Headset), Link Box and Handheld controllers (VIVE FOCUS Controllers) provided in the box at the time of original purchase from an authorized retailer or e-commerce channel.
2. **"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 USB 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.
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, 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 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;
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, exposure to liquids, 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 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 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.
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/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.
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 back up 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. IN SO FAR 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 OF BUSINESS, LOSS OF DATA, 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.

HTC LIMITED WARRANTY – VIVE FOCUS 3 PRODUCT

United States

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

BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO 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.

WARRANTY COVERAGE IS VOID IF USED FOR COMMERCIAL PURPOSES.

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. "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: USB 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.
2. "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.
3. "Product(s)" means the HTC VIVE FOCUS 3 – virtual reality system purchased from an authorized Retailer, which includes in a kitted system the following: the VIVE FOCUS headset and VIVE FOCUS controllers.
4. "Retailer" means a business that sells goods directly to end users, including those with a physical and/or online presence.
5. "State" means a State, the District of Columbia, and any other United States territory or possession.
6. "Warranty Period" means twelve (12) months from the date You purchased the Product from an authorized Retailer.
7. "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 State to State.

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.

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

1. 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;
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, or if the seals of the battery enclosure or the battery back 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, 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 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 or Accessory 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 any 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.

TERRITORY

This 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:

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.
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.

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 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.

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 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.

If 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.

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. 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.

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

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

LIMITATION OF LIABILITY

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

No Class Arbitrations, Class Actions or Representative Actions. You and HTC agree that any Dispute arising out of or related to this Limited Warranty, is personal to You and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and HTC agree that there will be no class arbitration or arbitration in which an individual 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, 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, which may be, or given to any alternate contact previously provided, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or HTC may, as appropriate and in accordance with this Limited Warranty, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court.

Process. Except for Disputes in which either party seeks to bring an individual action in small claims court, You and HTC agree that any Dispute must be commenced or filed by You or HTC within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that You and HTC will no longer have the right to assert such claim regarding the Dispute). You and HTC agree that the arbitration shall be according to the American Arbitration Association Commercial Arbitration Rules applicable to consumer disputes (the "AAA Rules"), except insofar as those rules would be inconsistent with any part of this Limited Warranty, including without limitation the agreement to arbitrate. For claims of \$5,000 or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. The arbitration shall be held in King County, Washington and the state and federal courts located in King County, Washington have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the U.S. county of Your residence if the Dispute meets the requirements to be heard in small claims court.

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

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

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

RIGHT TO OPT OUT: This agreement to arbitrate disputes will apply unless You notify HTC in writing postmarked no later than 30 calendar days of 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

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

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

日本国

HTC VIVE FOCUS 3 製品限定保証

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。
HTC 製品または本付属品をご使用になることにより、お客様は、本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。

定義

本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 FOCUS 3 製品・バーチャルリアリティシステムを指し、次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 FOCUS Headset)、コントローラ (VIVE FOCUS 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 USB 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、正規販売店より購入されたものに限ります。また、購入時に当該部品に HTC の商標、または VIVE の商標、商号またはロゴが付されていた場合には、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が受け取った日から 12 ヶ月の期間を意味します。
4. 「**保証書**」または「**お客様の**」とは、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に同梱されている、またはオンラインで提示されている取扱説明書を意味します。

本限定保証書が保証する範囲

ユーザーマニュアルの通常の使用条件のもとで本製品または本付属品が故障した場合、HTC は保証期間中、無償で当該本製品または本付属品を修理または交換します。

本限定保証書の保証はお客様だけに付与されるものであり、本製品または本付属品のその後の購入者、承継人その他の人に対して、その全部または一部を販売、譲渡、移転、または付与することはできません。本限定保証書は、これによりお客様に固有の法的権利を与えるものであって、お客様は、日本においてその他の権利が与えられる可能性があります。

本限定保証書が保証しない範囲

本限定保証書の保証は、本製品または本付属品以外には適用されません。従って、HTC あるいはサードパーティのどちらが開発したものに關わらず、ラベルにそう記述されていたとしても、非 HTC 機器またはソフトウェア (ソフトウェア開発キット SDK) および Android アプリケーションパッケージ (APK) サポートなど) には適用されません。但し、第三者である製造業者、サプライヤーまたはパブリッシャーが、それらの独自の製品について保証している可能性がありますので、直接お問い合わせください。

お客様が購入された本製品や本付属品であっても、本限定保証書の保証は、以下の各場合には適用されません。

1. 本製品または本付属品のシリアルナンバー、日付コード、水検出センサーまたは保証シール (無効ラベル) が削除、消去、破損、変更され、または判読できない場合。
2. 通常の使用による損耗に起因する本製品または本付属品の外殻の不具合。
3. お客様が機能不良により直接生じた場合を除き、時間の経過により劣化することが合理的に予測される ストラップ付き (Lanyard)、単3アルカリ電池 (AA alkaline battery)、クリーニングクロス (Clean cloth)、や保護コーティングなどの消耗部品。
4. お客様または他者によって本製品が不適切に設置された場合、電池エングローブまたはセルのシールが破れていたり、電池漏れや改ざんされた跡が残っている場合、または指定されている機器以外で使用されている場合。
5. 本製品または本付属品の不良や障害に起因しない電圧異常やその他電流の問題により生じた故障。
6. ユーザーマニュアルに従わない使用または通常の使用条件にららない使用。
7. 乱暴な取扱、屋外での使用、水分にさらされた場合、水害、湿気や極端な温度もしくは環境条件またはそれらの条件の急激な変動、腐食または酸化に起因する場合。
8. 商業目的での使用 (本製品は個人の娯楽目的のみで使用されるべきものであるため)。

9. 認められない改造、接続や分解、認定されていないスペア部品を用いた修理、または、承認されていない者による修理や場所における修理によって生じた欠陥、状況その他の問題。
10. 事故、不可抗力事由その他HTCの合理的な支配を超えた事象（消耗部品の欠陥を含みますがこれに限定されません。）。但し、機能不良により直接的に生じた不具合についてはこの限りではありません。
11. 本製品や本付属品の表面の物理的な損傷（スクリーンやレンズといった本製品や本付属品の表面のひび割れやキズを含みますがこれらに限定されません。）。ただし、本製品や本付属品が接続されたコンピュータその他の製品、HTCは、本製品や本付属品の損傷が中継しにくいことやエラーが発生しないことを保証しません。
12. 本製品に実装されたソフトウェア（OS及び/またはファームウェアを含みますがこれらに限定されません。）がアップデートを必要とする場合であって、お客様がアップデートを実装することが可能な場合。
13. OS及び/またはファームウェアが変更（OSを改変する試みが失敗した場合を含み、当該改変がHTCによって認定、承認、推奨されるかまたは是認されていたか否かは問いません。）された本製品。
14. ファームウェアのアップデート中に製品またはコンピュータの電源コネクタを抜くか、コンピュータの電源を切ることに起因する誤動作。
15. 本製品または本付属品が、HTCによって認可または提供されていない付属品に接続されて、または、意図された使用方法以外の方法により使用されたことにより生じた故障であって、かつ、当該不具合が本製品や本付属品に起因しない場合。HTC製品ではない付属品を使用することは、本限定保証書による保証を無効にする場合があります。

本限定保証書は、日本で販売された本製品または本付属品についてのみ有効です。本限定保証書の保証に基づく修理のため日本以外の国で本製品や本付属品が返送された場合、HTCは当該本製品や本付属品の修理を試みますが、その結果や日本以外の国における互換性については保証できません。保証サービスが利用できるかどうかや修理に要する時間は国によって異なる場合があります。また、日本でのユーザー登録が必要となる場合があります。

保証サービスを受ける方法について

本製品または本付属品における故障を発見した場合、本限定保証書による保証サービスを受けるためには次のステップを踏んでください。

1. 問題を特定し解決するため、まずユーザーマニュアル及び/または www.vive.com で入手可能なリソースを参照してください。
2. ユーザーマニュアル及び/または www.vive.com で入手したリソースを参照しても問題を解決できない場合には、本製品や本付属品を購入された小売店にお問い合わせいただくか、www.vive.com/support にアクセスして頂きますとHTCサービスセンターがその他の情報に関してアシスト致します。HTCかHTCの認定サービスセンターのみが本製品や本付属品の保証サービスを行うことができます。
3. 小売店またはHTCに問い合わせる際には、以下の各情報をご準備ください。
 - a. 本製品または本付属品のモデル及びシリアル番号。
 - b. お客様の住所及び連絡先。
 - c. 本製品または本付属品を購入した際の請求書や領収書などの写し。お客様が本限定保証書により保証を求められる場合には、ご購入を適切に証明できる書類をご提示する必要があります。

これらのステップを完了した場合には、HTCがお客様に対して、いつ、どこに、どのように本製品や本付属品を返送すればよいかをとお伝えします。本製品や本付属品の返送にかかる費用をお客様にご負担いただく場合があります。保証サービスのため本製品をHTCに返送する前に、本限定保証書のストレージポリシーに保存されているお客様の個人的なデジタルデータをバックアップして削除する必要があります。HTCおよびHTCの認定サービスセンターは、本製品のストレージメディアに保存されているいかなるデジタルデータの紛失に対しては一切責任を負いません。

お客様が本製品や本付属品を保証期間内に返却し、本限定保証書の条件を満たした場合、HTCまたはその認定された代理人が、その裁量により修理または代替品の提供を行います。修理や代替品を提供する際、機能的に同等な、再調整された本製品や本付属品・部品を使用することがあります。小売店またはHTCは、修理した本製品や本付属品またはそれらの代替品を、良好に動作する状態にお客様に返送します。本限定保証書の条件に従い返送された本製品、本付属品や部品は、HTCの所有となります。HTCが製品を修理または交換する場合、修理または交換された製品は、元の保証期間の残りの期間、または修理または交換の日から3ヶ月のうちのいずれか長い方の期間、引き続き保証されます。お客様に本製品や本付属品の返送を求める代わりに、HTCは、HTCの本限定保証書に基づく保証として、ユーザー自身で取得できる部品を直接お客様に送付する場合があります。この場合、お客様は、HTCが請求した場合には、交換した部品を返送することに同意するものとします。

HTCは、本製品や本付属品の保証サービスの保証を日本でののみ請求できるように限定することがあります。お客様が本限定保証書に基づく保証を受けようとする場合には、保証期間中にHTCに対して不具合を通知しなければなりません。上記のステップに従った際にHTCより指示がない限り、本製品や本付属品を直接HTCに返送しないでください。本製品や本付属品を保証サービスのために返送しようとする場合には上記のステップに従ってください。

保証や権利についての免責及び制限

法が認める限度において、本限定保証書の保証及び本限定保証書に規定される救済が唯一の保証であり、その他の一切の保証、救済や条件の代わりとなるものです。HTCは、全ての法定及び黙示の保証（商品適格性や特定目的への適合性に関する保証、隠れたまたは潜在的な機能性についての保証を含みますがこれらに限定されません。）の期間及び救済を、保証期間中の本限定保証書に規定するHTCの選択による修理または代替品の提供に限定します。日本法は黙示の保証の期間を制限することを認めない可能性もあり、その場合にはお客様にはかかる制限が適用されないこととなります。

責任の限定

本限定保証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（逸失利益、商業的損失、事業の中断、事業情報の喪失、データの喪失、プライバシーの侵害、または機密性の喪失を含みますがこれらに限定されません。）について責任を負いません。前記に関わらず、また、假にいずれかの救済によりその本質的な目的を達成することができなかったとしても、本限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、損害が本製品または本付属品について実際に支払った額に限定されるものとします。これらの限定は、HTCが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。

一般免責

1. **準拠法**：抵触法の規定に関わらず、本限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限定保証書には適用されません。
2. **裁判管轄**：本限定保証書からまたはそれに關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の専属管轄を有する。
3. **分離可能性**：上記の特約に規定されたと除き、本限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、本限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。

대한민국

HTC VIVE FOCUS 3 제품 제한 보증서

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

본 보증 하에의 보증, 연료 제품 또는 서비스 관련업 상 소비자 기타 권리 및 국제 망에 추가됩니다.

본 보증은 귀하에 적용되는 의무적 하도 보증 및 법적 권리와 구별됩니다. 이는 법적 상 허용 범위 내에서 특정적, 경우에 따라 추가적 권리를 부여하고자 하며, 법적 권리를 대신하거나 대체하고자 하지 않습니다. 본 보증 상의 권리 행사, 본 보증의 법적 권리를 반드시 확인하여야 하며, 이는 보증 상의 경우 제기보다 법적 권리 행사를 선호 할 수 있습니다.

정의

다음 정의들 본 제한 보증서에 적용합니다:

1. **제품**은 HTC VIVE FOCUS 3 가상현실 시스템을 의미하며, 이는 위탁 소매업자 또는 전자상거래 채널에서 원래 구매할 시 박스에 포함된 : 헤드 마운트 디스플레이 (VIVE FOCUS Headset) 및 핸드헬드 제어장치 (VIVE FOCUS Controllers)을 포함한다.
2. **“부대용품”** 또는 **“부대용품용품”** 은 판매 시 제품에 영구 고정되지 않고, 제품과 함께 제공하여 제품 포장 박스에 포함된 다른 부속적 부품(들) 또는 항목을 의미하며, 이는: USB cable,전원어댑터 (Power Adapter) 포함한다; 단, HTC 가 제조 또는 허용한 것 이외에, 위탁 소매업자 또는 전자상거래 채널에서 구매하고, “HTC” 상표, 상표명, 원래 제공된 대로 부품에 부착된 로고 또는 로고가 없는 경우 부대용품이 “HTC” 브랜드 포장으로 제공 또는 판매된 것을 확인할 수 있어야 한다.
3. **“보증 기간”**은 제품 및 액세서리의 공인 판매점에서 제품을 구입하거나받은 날짜로부터 12 개월을 의미합니다.
4. **“귀하”** 또는 **“귀하의”**는 제품이나 부대용품의 원래 소매업자 및/또는 원래 최종 소비자들을 의미한다.
5. **“정상적 사용 조건”**은 제품 또는 부대용품과 제공되거나 온라인에 게시된 사용자 설명서 (이하 정당한 사용자 매뉴얼)에 따라 정상적 가정 조건 상 일반적인 최종 소비자 사용을 의미한다.
6. **“사용자 매뉴얼”**은 제품 또는 부대용품과 함께 포장되어 제공되거나 온라인에 게시된 사용자 설명서 및 안전 지침을 의미한다.

본 제한 보증서가 포함하는 범위는?

보증 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.

본 제한 보증서가 포함하지 않는 범위는?

본 제한 보증서는 제품 또는 부대용품과 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 사용되는 모든 의도되거나 표시된 경우에도 그러합니다. 제삼자 제조업체, 공급자 또는 출판사는 자체 제품에 보증을 제공할 수 있으며, 귀하가 서비스를 위해 직접 연락합니다.

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

1. 제품은 모든 부대용품 일련번호, 날짜 코드, 수분 지표나 보증 표시(무효라벨)가 제거, 삭제, 훼손, 변경되거나 불법인 경우;
2. 정상적 손으로 인한 제품 또는 부대용품의 외관 상태 변화;
3. 시간이 따를 상당한 지리적 합리적인 예측되는 : (a) (Lanyard), 알카라인 건전지(AA타입) (AA alkaline battery), 청소 천, (Clean cloth) 또는 보습 코팅과 같은 소모품, 단 오작동으로 발생한 작동의 장애 경우는 예외로 하며;
4. 귀하나 다른 사람이 부적절하게 설치한 경우, 배터리 케이스나 셀의 결함이 깨지거나 불량 작동의 증거가 있는 경우 또는 지정되지 않은 장비에 사용한 경우, 배터리가 유출한 오작동;
5. 제품은 모든 부대용품의 결함이 아닌 전기 충격이나 기타 전류 문제로 발생한 오작동;
6. 사용자 매뉴얼이나 정상적 사용 조건에 반하는 이용;
7. 거친 취급, 육의 사용, 액체의 노출, 습기 또는 극한의 열 또는 환경 조건 또는 그러한 조건의 급격한 변화; 부식; 또는 산화;
8. 본 제품은 개인 오락용이므로, 상업용 사용;
9. 비합리한 변경 또는 연결, 비합리한 : (a) (Lanyard), 알카라인 건전지(AA타입) (AA alkaline battery), 청소 천, (Clean cloth) 또는 보습 코팅과 같은 소모품, 단 오작동으로 발생한 작동의 장애 경우는 예외로 하며;
10. HTC의 합리적 통제할 수 없는, 사고, 자연현상 또는 기타 불응, 오작동이 직접적으로 유발한 결함은 예외로 하며;
11. 본인이 설치 가능한 경우, 운영 시스템을 포함하나 이에 한정되지 않는, 제품에 설치된 소프트웨어의 필요한 업그레이드;
12. 운영 시스템의 변경 시도 실패를 포함하여, 운영 시스템이 변경된 제품; 또는
13. 범웨어 업데이트 중 제품 또는 컴퓨터의 전원 코드를 뽑거나 전원을 끈 상태로 오작동이 발생한 경우;
14. 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.

보증 서비스를 받는 방법은?

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

1. 문제를 확인하고 해결하기 위하여 www.vive.com 에서 이용 가능한 사용자 매뉴얼 및/또는 자료를 참조하거나, 추가 정보를 위하여 웹 사이트 www.vive.com/support/ 를 방문합니다.HTC나 HTC 귀속, 서비스 센터만이 제품 또는 부대용품 서비스를 시행하여 합니다;
2. 소매업자나 HTC에 연락 시, 다음 정보를 준비하십시오:
 - a. 제품 및 부대용품의 모델 및 일련번호.
 - b. 주소 및 연락처.
 - c. 제품 또는 부대용품 구매 관련 인보이스 원본, 영수증 또는 매도 증서. 본 제한 보증서에 따른 청구 제기 시 유효한 구매 증거를 반드시 제시합니다.

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

제품 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. HTC가 제품을 수리하거나 교체하는 경우, 수리 또는 교체 된 제품은 최종 보증 기간의 남은 시간 동안 있는 수리 또는 교체 일로부터 3 개월 동안 계속 보증되어야하며, 어느 것이든 더 길다.

서비스를 위해 유리를 반환하기 전, 데이터를 반드시 백업하고 비밀번호, 소유 또는 개인 정보 및/또는 해당 경우, 제품의 이동 가능 메모리를 제거합니다. HTC는 어떠한 프로그래밍, 데이터, 이미지, 개인 정보 또는 이동 가능 저장 미디어의 손상이나 손실에 책임이 없습니다. 정상적 수리 과정 동안, 설치되었거나 이동 가능 장치에 저장된 데이터를 포함하여 제품 내용은 삭제됩니다. HTC의 단독 재량으로, 제품 또는 부대용품은 원래 구성이나 최신 소프트웨어 중 하나로 회송합니다.

HTC는 제품 또는 부대용품을 판매하고자 한 국가로 보증 품질 서비스를 제한할 권리를 보유합니다. HTC는 귀하가 사는 국가 대상이 되기 위하여 해당 보증 기간 동안 감지한 오작동을 반드시 통보받아야 합니다. 귀 절차를 따라 이를 요청받는 경우를 제외하고, HTC에 직접적으로 제품 또는 부대용품을 배송하지 않아야 합니다. 보증 서비스를 위하여 제품 또는 부대용품을 반환할 필요가 있는 경우, 귀 절차를 따라 반드시 따릅니다.

책임 범위 및 기타 보증 및 권리의 제한

법률이 허용하는 범위까지, 본 제한 보증 및 제시된 규제 수단은 배타적이며, 구두, 서면, 법정, 명시 또는 묵시적 여부와 관계없이 일체의 다른 보증, 규제 및 조건을 대신합니다. HTC는 일체의 법적 묵시적 보증을 부인하며, 이는 제한 없이 상품성과 특정 용도에 대한 적합성 및/또는 숨겨지거나 잠재적 결함 관련 보증을 포함하여, 법률이 허용하는 범위까지입니다. 보증을 부인할 수 없는 한에서, HTC는 그 보증 기간 및 규제 방법들 본 제한 보증 기간과 HTC가 선택하는 본에 기술된 수리나 대체 서비스로, 법률이 허용하는 범위에서 제한합니다.

책임 제한

본 제한 보증서가 제공한 사항을 제외하고 법률이 허용하는 최대한 범위까지, HTC는 어떤 종류의 부수 또는 결과적 손상이나 손해에 책임을 지지 않으며, 이는 일실 이익 또는 상업 손실, 영업정지, 사업 정보 손실, 데이터 손실, 사생활 보호 손실 또는 기타 손실을 포함하나 이에 한정되지 않습니다. 전술한 바에도 불구하고 규제 수단이 명시 목적, 용도에 상응하는 경우에도, 본 제한 보증서 규정 상 HTC 및 공급자의 전체 책임은 법률이 허용하는 범위에서, 제품 및 부대용품 관련 소비자가 지불한 실제 금액으로 제한됩니다. 그 대체는 법률이 허용하는 범위에서 제한합니다.

분쟁

분쟁; 비공식적 분쟁 조정. 귀하와 HTC 는 각 당사자가 타 당사자에 본 제한 보증서나 제품 또는 부대용품의 판매, 조건, 사용 또는 실행 관련 발생하는 모든 및 일체의 분쟁이나 청구 (전항적으로, “분쟁”)를 발생일 최소 30일 이내 서면 통지하며, 통지 시 비공식적으로 분쟁을 해결하도록 하는 데 동의합니다. HTC에 대한 통지는 이하 주소로 송달합니다: HTC, 88, Section 3, Zhongxing Road, Xindian City, Taipei 231, Taiwan, 귀하와 통지는 다음을 반드시 포함해야 합니다:(a) 분쟁, 원인 주소, 전화번호, HTC 계정에 사용하거나 사용했던 이메일 주소 또는 이와 다르거나 HTC 계정이 없는 경우 연락 가능한 이메일 주소, (b) 해당 일련번호와 함께 HTC 바이트 제품 또는 부대용품, 명확한 구매일자 정보를 포함한 구매 증거, 분쟁 성격이나 근거의 합리적 세부 사항 기술 및 (c) 정하는 특정 주제, 귀하의 통지, 귀하가 HTC 계정에 사용하거나 사용했던 이메일 주소로 송달하며, 이는 다음을 포함합니다: (a) 본사명, 우편 주소, 전화번호 및 분쟁 관련 연락처 이메일, (b) 분쟁 성격이나 근거의 합리적 세부 사항 기술 및 (c) 정하는 특정 주제, 귀하와 HTC가 해결 당사자의 통지 수령 후 30일 이내에 분쟁 해결 방법에 동의하지 않는 경우, 한 당사자가 적합하게 본 제한 보증서에 따라 법적 소송을 개시합니다. 의사의 여지를 없애기 위하여, 어떤 한 당사자가 본 선택을 준수하지 않은 것은 그 당사자의 법정 기소권 행사를 방해하지 않습니다.

일반 규정

1. **준거법.** 대한민국 법이 본 제한 보증서를 지배합니다.
2. **불리 가능성.** 이상에서 특정된 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.

香港

請仔細閱讀本有限保固，以了解您的權利及義務。

使用您所購之 HTC 產品或配件，代表您同意本有限保固的約定。

定義

下述定義適用於本有限保固：

- 產品**：是指 HTC VIVE FOCUS 3 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 FOCUS Headset)以及手持控制器(VIVE FOCUS 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：USB 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/或原始終端使用者。
- 正常使用狀態**：是指一般終端使用者在居家環境裡依照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(包含但不限於使用指南、安全指南等)。

本有限保固之內容

在保固期限內，若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，您亦得依照香港之法律而擁有其他權利。

本有限保固不包含之內容

本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。

就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、防偽貼紙或保固封條(撕毀無效標籤)遭到移除、抹去、修改或污損導致難以辨識；
- 正常耗損：對任何產品或配件之外觀造成的磨損；
- 消耗性零件，例如：吊繩、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；
- 如您或第三人不當安裝設備，或電池外殼或電池之封條有破損或有遺漏改之跡象，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)；
- 未經授權之修改或連線，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，自然災害或任何其他 HTC 可合理控制範圍下之事件(包括但不限于消耗性零件之問題)，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(包括刮傷或磨損)；
- 任何電腦或其他與本產品相連接之商品。HTC 不保證產品或配件之運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，被損產品或配件上的任何 USB 連接線或電源線，或因斷電所造成的故障；
- 故障是肇因於將產品或配件與未經 HTC 許可或非 HTC 提供的配件共同使用或與之連接，或以其他非原使用目的方式使用，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並使本有限保固無效。

適用國家

本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。

如何獲得保固服務

您應於察覺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/hk/support)，以找出並解決疑難。
- 若您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。

完成上述步驟後，HTC 將提供您有關應如何以及應於何時寄回產品或配件之指示。您可能必須負擔寄回產品或配件予 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，儲存於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。

在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。若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之條款所更換之產品、配件或零件均成為 HTC 之財產。

若經 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)。HTC 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。

就保固服務的提供，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，請務必遵守上述步驟。

免責與其他擔保和權利之限制

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

責任限制

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

一般條款

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

台灣

宏達國際電子股份有限公司 VIVE FOCUS 3 產品有限保固書

請仔細閱讀本有限保固，以了解您的權利及義務。

使用您所購之 HTC 產品或配件，代表您同意本有限保固的約定。

定義

下述定義適用於本有限保固：

- 產品**：是指 HTC VIVE FOCUS 3 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 FOCUS Headset)以及手持控制器(VIVE FOCUS 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：USB 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/或原始終端使用者。
- 正常使用狀態**：是指一般終端使用者在居家環境裡依照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(包含但不限於使用指南、安全指南等)。

本有限保固之內容

在保固期限內，若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，您亦得依照台灣之法律而擁有其他權利。

本有限保固不包含之內容

本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。

就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、防偽貼紙或保固封條(撕毀無效標籤)遭到移除、抹去、修改或污損導致難以辨識；
- 正常耗損：對任何產品或配件之外觀造成的磨損；
- 消耗性零件，例如：吊繩、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；
- 如您或第三人不當安裝設備，或電池外殼或電池之封條有破損或有遺漏改之跡象，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)；
- 未經授權之修改或連線，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，自然災害或任何其他 HTC 可合理控制範圍下之事件(包括但不限于消耗性零件之問題)，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(包括刮傷或磨損)；
- 任何電腦或其他與本產品相連接之商品。HTC 不保證產品或配件之運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，被損產品或配件上的任何 USB 連接線或電源線，或因斷電所造成的故障；
- 故障是肇因於將產品或配件與未經 HTC 許可或非 HTC 提供的配件共同使用或與之連接，或以其他非原使用目的方式使用，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並使本有限保固無效。

適用國家

本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。

如何獲得保固服務

您應於察覺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)，以找出並解決疑難。
- 若您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。

完成上述步驟後，HTC 將提供您有關應如何以及應於何時寄回產品或配件之指示。您可能必須負擔寄回產品或配件予 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，儲存於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。

在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。若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之條款所更換之產品、配件或零件均成為 HTC 之財產。

若經 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)。HTC 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。

就保固服務的提供，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，請務必遵守上述步驟。

免責與其他擔保和權利之限制

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

責任限制

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

一般條款

ए .उत्पाद या एक्सेसरी का मॉडल और सीरियल नंबर।

बी .आपका पुरा पता और संपर्क की जानकारी।

सी .मूल बिल ,उत्पाद या एक्सेसरी की खरीद की रसीद या बिक्री के बिल की प्रति। इस परिसीमित वारंटी के अनुसार कोई भी दावा करने पर आपको खरीद का एक वैध सबूत पेश करना होगा।

इन वरणों को पूरा करने पर ,उत्पाद या एक्सेसरी को फैसे और कब वापस करना है के बारे में निर्देश आपको एचटीसी की ओर से प्रदान किए जाएंगे। उत्पाद या एक्सेसरी की एचटीसी को वापसी के संबंध में लागत के लिए आप जिम्मेदार हो सकते हैं।

अगर आप वारंटी अवधि के दौरान उत्पाद या एक्सेसरी लौटाते हैं और यह परिसीमित वारंटी की शर्तों को संतुष्ट करता है तो ,इसकी मरम्मत करना या बदलना एचटीसी या इसके अधिकृत एजेंट के अपने विवेकाधिकार पर होगा। मरम्मत या बदलने के लिए काम करने में समकक्ष मरम्मत किया हुआ उत्पाद और/या भाग का उपयोग शामिल हो सकता है। इस परिसीमित वारंटी की शर्तों के तहत प्रतिस्थापित किया जा रहा कोई भी उत्पाद ,एक्सेसरी या भाग अथवा पुर्जा एचटीसी की संपत्ति बन जाता है।

यदि एचटीसी उत्पाद की मरम्मत करती या बदलती है तो मरम्मत किया गया या बदला गया उत्पाद मूल गारंटी अवधि के शेष समय के लिए या मरम्मत या बदलने की तारीख के तीन (3) महीने जो भी अधिक हो के लिए वारंटी में जारी रहेगा।

आपको उत्पाद या एक्सेसरी लौटाने के लिए पूछने की बजाय ,एचटीसी अपने परिसीमित वारंटी दायित्वों को पूरा करने के लिए उपयोगकर्ता द्वारा खुद लगाए जा सकने वाले पार्ट्स की आपूर्ति सीधे आप तक करने का विकल्प चुन सकती है। बदले में यदि एचटीसी द्वारा अनुरोध किया जाता है तो बदला गया भाग लौटाने के लिए आपको सहमत होना होगा।

सर्विस के लिए कोई भी इकाई लौटाने से पहले ,उत्पाद से डेटा का बैकअप लें ,कोई भी गोपनीय ,मालिकाना या व्यक्तिगत जानकारी और/या हटाने योग्य मेमोरी यदि कोई हो तो को हटाना सुनिश्चित करें। एचटीसी किसी भी प्रोग्राम ,डेटा ,छवियों ,व्यक्तिगत जानकारी या हटाने योग्य भंडारण मीडिया की किसी भी क्षति या हानि के लिए जिम्मेदार नहीं होगा। सामान्य मरम्मत प्रक्रिया के दौरान ,स्थापित या हटाने योग्य भंडारण में संग्रहित डेटा सहित उत्पाद को सामग्री के मिटने की संभावना है। एचटीसी के स्वविक पर ,उत्पाद या एक्सेसरी आपको या तो मूल कम्पिगरेशन में या नवीनतम उपलब्ध सॉफ्टवेयर के लिए अपडेट के रूप में लौटाई जा सकती है।

एचटीसी वारंटी सेवा को उस देश के लिए सीमित करने का अधिकार सुरक्षित रखती है जिसके लिए उत्पाद या एक्सेसरी को बेचने का इरादा किया गया था। सीमित वारंटी के तहत किसी भी उत्पाय के लिए पात्र होने के क्रम में आपको लागू वारंटी अवधि के दौरान एक कथित खराबी के लिए एचटीसी को अधिसूचित करना चाहिए। उपरोक्त चरणों का पालन करते समय जब तक आपको कहा न जाए अपने उत्पाद या एक्सेसरी को सीधे एचटीसी को न भेजें। यदि आपको उत्पाद या एक्सेसरी वारंटी सेवा के लिए लौटाने की जरूरत है तो ,उपरोक्त चरणों का पालन किया जाना चाहिए।

अस्वीकरण और अन्य वारंटियों व अधिकारों की सीमा

इस परिसीमित वारंटी में प्रदान के अलावा और कानून द्वारा अनुमत अधिकतम सीमा तक ,एचटीसी किसी भी प्रकार की आकस्मिक या परिणामी नुकसान या क्षति के लिए उत्तरदायी नहीं होगी ,इसमें नुकसान ,लाभ या व्यावसायिक हानि ,व्यवसाय व्यवधान ,व्यवसाय सूचना की हानि ,डेटा की हानि ,निजता की हानि , या गोपनीयता की हानि शामिल है लेकिन सीमित नहीं है। पुर्तगाली के बावजूद और भले ही राहत अपने आवश्यक प्रयोजन में विकल रहती है ,इस परिसीमित वारंटी के किसी भी प्रावधान के तहत एचटीसी और उसके आपूर्तिकर्ता को संपूर्ण उत्तरदायित्व ग्राहक द्वारा उत्पाद या एक्सेसरी के लिए वास्तव में किए गए भुगतान तक ही सीमित किया जाएगा। ये बाध्छरण लागू होते हैं भले ही एचटीसी ने इन क्षतियों को प्रभावना की सलाह दी थी।

विवادों में मध्यस्था करने के समझौते
कृपया निम्नलिखित खंड को ध्यान से पढ़ें क्योंकि एचटीसी के साथ कुछ विवादों और दावों में आपसे मध्यस्था करने की आवश्यकता है और जिस तरह से आप एचटीसी से राहत की मांग कर सकते हैं उसकी सीमा है।

बाध्कारी मध्यस्था। उन विवादों जिनमें आप उपभोक्ता संरक्षण अधिनियम 1986 ,के तहत स्थापित एक न्यायाधिकरण में जाने से पहले व्यक्तिगत कार्रवाई प्राप्त कर सकते हैं को छोड़कर ,इस परिसीमित वारंटी से उत्पन्न न या उत्पाद या एक सेसरी की बिक्री ,दशा ,उपयोग या प्रदर्शन ,सामूहिक विवाद (‘से संबंधित सभी विवादों या दावों को अदालत में सुलझाने के लिए आप एचटीसी अपने विशेष अधिकारों को त्यागने के लिए सहमत हैं। इसकी बजाय ,आप और एचटीसी बाध् यकारी मध्य यस्तु के माध्य यम से विवादों के लिए मध्यस्था के लिए सहमत होते हैं। जिसमें एक या अधिक प्रभारित व यक्तियों को समीक्षा के लिए विवाद सौंपा जाएगा और अदालत में निपटारे की जगह समाधान के लिए एक अंतिम और बाध्यकारी फैसला किया जाएगा।)

कोई वर्ग मध्यस्था ,वर्ग कार्रवाइयां या प्रतिनिधि कार्रवाई नहीं। आप और एचटीसी सहमत हैं कि इस परिसीमित वारंटी से संबंधित या इससे उत्पन्न न हुआ कोई भी विवाद आपके व एचटीसी के लिए व्यक्तिगत है तथा इस प्रकार के विवाद को पूरी तरह से व्यक्तिगत मध्य यस्तु के माध्य यम से हल किया जा सकता है और इसे एक वर्ग मध्यस्था ,वर्ग कार्रवाई या किसी भी अन्य प्रकार की प्रतिनिधि कार्यवाही में नहीं ले जाया जाएगा। आप और एचटीसी सहमत हैं कि दूसरे व व्यक्ति के प्रतिनिधि या व यक्तियों के समूह के रूप में विवाद को सुलझाने के प्रयास में कोई वर्ग मध्य यस्तु के माध्य यम से हल नहीं होगा। इसके अलावा ,आप और एचटीसी सहमत हैं कि मध्यस्थता के भीतर या बाहर अथवा किसी अन्य व्यक्ति या व्यक्तियों के समूह की ओर से ,एक विवाद को एक वर्ग या अन्य प्रकार की प्रतिनिधि कार्रवाई के रूप में नहीं लाया जा सकता है।

नोटिस ,अनौपचारिक विवाद समाधान। आप और एचटीसी सहमत हैं कि किसी विवाद के उत्पन्न होने के कम से कम तीस (30) दिनों में दोनों पार्टी किसी मध्यस्थ करने योग्य या छोटे दावों के लिए दूसरी पार्टी को लिखित में सूचित करेंगी ,ताकि पार्टियां विवाद का नेक नीयत से अनौपचारिक हल करने का प्रयास कर सकें। एचटीसी को नोटिस एचटीसी मध्यस्थता कार्यक्रम प्रशासक ,एचटीसी कॉरपोरेशन ,नंबर 23 सिन्ड आ रोड ,ताआयुआन जिला ,ताआयुआन शहर ,330 ताडवान के पास भेजना होगा। नोटिस में) ए (आपका नाम ,डोक का पता ,टेलीफोन नंबर ,आपके एचटीसी खते के लिए उपयोग किया जा रहा या उपयोग किया गया ई-मेल पता या यदि अलग हो अथवा यदि आपके पास एचटीसी का खता न हो तो ई-मेल पता जिसपर आपसे संपर्क किया जा सके) ,बी (विवाद की प्रकृति या आधार का उचित विस्तार से वर्णन और) सी (विशेष राहत जिसकी आप मांग कर रहे हैं की शामिल करना चाहिए। हमारी सूचना आपको इलेक्ट्रॉनिक रूप से उत्पन्न ईमेल पता जिसे आप उपयोग करते हैं या अपने एचटीसी खते के लिए उपयोग करते हैं पर भेजी जाएगी ,जहां उपलब्ध हो और इसमें) ए (हमारा नाम ,डोक का पता ,टेलीफोन नंबर और ईमेल पता जहां पर विवाद के संबंध में संपर्क किया जा सकता है) ,बी (विवाद की प्रकृति या आधार का उचित विस्तार से वर्णन और) सी (विशेष राहत जिसकी हम मांग कर रहे हैं शामिल होगी)। उचित पार्टी को नोटिस मिलने की तारीख के तीन (30) दिनों के बाद भी यदि आप और एचटीसी विवाद का समाधान करने के लिए सहमत नहीं होते हैं तो ,इस परिसीमित वारंटी को अनुरूपता के अनुसार आप या एचटीसी एक मध्यस्थता प्रक्रिया शुरू कर सकते हैं या ,उपरोक् त के लिए विशेष रूप से प्रदान की गई विशेष सीमा तक ,आप उपभोक् ता संरक्षण अधिनियम 1986 ,के तहत स् थापित एक सक्षम न् ययाधिकरण के समक्ष दावा दायर कर सकते हैं।

प्रक्रिया। उन विवादों जिसमें आप उपभोक्ता संरक्षण अधिनियम 1986 के तहत स्थापित एक न्यायाधिकरण के सामने जाने से पहले एक व्यक्तिगत कार्रवाई प्राप्त कर सकते हैं के अलावा ,आप और एचटीसी सहमत होते हैं कि कोई विवाद उसके उत्पन्न होने के एक (1) वर्ष के भीतर आपके या एचटीसी के द्वारा शुरू या दर्ज किया जाना चाहिए ,अन्यथा अंतर्निहित दावों को स्थायी रूप से बंद कर दिया जाएगा। जिसका अर्थ है कि आप और एचटीसी को अब इस प्रकार के विवाद या दावों के संबंध में इस पर जोर डालने का किसी तरह का अधिकार नहीं होगा। आप और एचटीसी सहमत होते हैं कि मध्यस्थता भारतीय पंचाट पौरषद) आईसीए (के नियमों के अनुसार की जाएगी। उन नियमों के सिवाय जो इस परिसीमित वारंटी के किसी भी हिस्से के साथ असंगत होंग। इसमें समझौते के लिए सीमा की पुबंदी के बिना मध्यस्था करना शामिल है। मध्यस्था कार्यवाही का स्थल नई दिल्ली होगा ,जब तक कि दोनों दल किसी अन्य जगह पर मध्यस्था करने के लिए पारस्परिक रूप से लिखित में सहमत नहीं हों। मध्यस्थ न्यायाधिकरण तीन मध्यस्था से मिलकर बनेगा। एचटीसी और आप प्रत्येक एक मध्यस्थ को मनानांत करेंगे और तीसरा मध्यस्थ आईसीए के द्वारा नियुक्त किया जाएगा।

मध्यस्थ का अधिकार। इस समझौते के द्वारा सीमित और आईसीए के लागू नियमों को छोड़कर ,मध्यस्थ को अदालत में उपलब्ध किसी भी राहत को देने का अधिकार होगा। इस के साथ-साथ मध्यस्थ न्यायाधिकरण द्वारा प्रदान किया गया फैसला दलों पर पूरी तरह से बाध्कारी होगा। हालांकि ,मध्यस्थ को एक वर्ग मध्यस्थता या एक प्रतिनिधि कार्रवाई का संचालन करने का अधिकार नहीं होगा ,जो इस परिसीमित वारंटी के द्वारा निषिद्ध है। किसी विवाद के विषय में मध्यस्थता करने के इस समझौते को लागू करने या उसके किसी भाग को नई दिल्ली में उपयुक्त अदालत द्वारा हल किया जाएगा।

आईसीए के नियम आईसीए के नियम और आईसीए के बारे में अतिरिक्त जानकारी आईसीए की वेबसाइट (https://www.icajudicial.org.in) पर उपलब्ध है। नीचे निर्दिष्ट के अनुसार इस समझौते के बाहर मध्यस्थता नहीं करने के लिए चुनने तक ,आप या तो) ए (स्वीकार करते और सहमत हैं कि आपने आईसीए के नियमों को पढ़ और समझ लिया है ,या) बी (आईसीए नियमों को पढ़ने के अपने अवसर को छोड़ते और दावा करते हैं कि आईसीए के नियम अनुचित हैं या किसी भी कारण से आवदन नहीं करना चाहिए।

बाहर निकलने के विकल्प का अधिकार ,विवादों में मध्य यस्तु केा यह समझौता लागू होगा जब तक आप उत्पाद या एक सेसरी को खरीदने के अधिकतम 30 कैलेंडर दिनों में एचटीसी को मध्य यस्तु केा अस वीकार करने का डाक टिकट लगा नोटिस लिखित में नहीं दे देते। आपके बाहर निकलने के विकल्प के नोटिस में आपको) ए (आपका नाम और पता) ,बी (उत्पाद या एक्सेसरी को खरीदने की तारीख) ,सी (उत्पाद और एक्सेसरी के मॉडल का नाम और) डी (उत्पाद का सीरियल नंबर या एक्सेसरी को विवरण शामिल करना होगा। ये नंबर पैकेजिंग पर और उत्पाद या एक्सेसरी) यदि लागू हो (पर पाए जा सकते हैं। आपको अपना लिखित नोटिस एचटीसी मध्यस्थता कार्यक्रम प्रशासक ,एचटीसी कॉरपोरेशन ,नंबर 23 सिन्ड आ रोड ,ताआयुआन जिला ,ताआयुआन शहर ,330 ,ताइवान के पास भेजना होगा। मध्यस्थता के समझौते से बाहर निकलने के विकल्प के नोटिस का कोई अन्य रूप प्रभावी नहीं होगा। पढ़ाई आप मध्यस्था के समझौते से बाहर निकलने का विकल्प चुनते हैं तो भी सीमित वारंटी आप पर लागू होगी।

सामान्य प्रावधान

1.शासकीय कानून ,इस परिसीमित वारंटी को भारतीय गणराज्य के कानूनों के अनुसार सभी मामलों में नियंत्रित किया जाएगा और कानूनों के सिद्धांतों को अपुनी पसंद के संदर्भ के बिना लागूया जाएगा।

2.पुर्तकरणनीयता :विशेष रूप से ऊपर प्रदान की गई को छोड़कर ,यदि इस परिसीमित वारंटी का कोई प्रावधान अमान्य या लागू न करने के लिए रखा जाता है तो ,ऐसी असमर्थता या अप्रवर्तनीयता परिसीमित वारंटी की शेष प्रवर्तनीयता को प्रभावित नहीं करेगी।