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: Headset cable, USB cable, Display port cable and Power adapter; provided that the component was manufactured by or for HTC and can be identified by the “HTC” or “VIVE” trademark, trade name, or logo affixed to the component as originally supplied.

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 3 Headset and VIVE Focus 3 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.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

The following conditions will void your Limited Warranty:

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 lamps, an 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;

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, replace or replace. 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.

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...
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 may obtain such notice by sending a letter to the address below:

HTC Corporation
P.O. Box 1234
5678 Street
City, State 12345

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 as specified below, You agree that all Disputes between You and HTC will be resolved by arbitration or small claims court, unless You opt out. 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 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 we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the 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). And HTC agrees that the arbitration shall be according to the American Arbitration Association Commercial Arbitration Rules applicable to consumer disputes (the "AAA Rules"), except as preempted by FAA, the law of the State of Washington, without reference to its choice of laws principles, shall govern this Agreement and any applicable AAA rules, and 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 we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the 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.

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, where available, or given to any alternate contact previously provided, and (c) the specific relief that you are seeking. Each party agrees that the arbitrator will resolve the Dispute in accordance with the AAA Rules, and that any award is final and binding on both parties, with costs split between You and HTC. The arbitrator will have the authority to grant any relief or remedy that would otherwise be available in court, provided that the arbitrator’s award may not exceed, in form or amount, the relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the 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.

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, as 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 opting out of this agreement to arbitrate as specified below, You either (a) acknowledge 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 may obtain such notice by sending a letter to the address below:

HTC Corporation
P.O. Box 1234
5678 Street
City, State 12345

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. You may contact HTC by mail at the address above or by calling the number listed 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.

1. 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.

2. Severability: 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, Suit or Counterclaim Arising Out of or Relating To This Limited Warranty.

3. Remedy: 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.