



VIVE

# HTC LIMITED CONSUMER WARRANTY

WARRANTY / 保固書

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## English - HTC LIMITED CONSUMER WARRANTY

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

IF YOU PURCHASE THE PRODUCT IN THE UNITED STATES OF AMERICA, THIS LIMITED CONSUMER WARRANTY ALSO CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER.

IF YOU PURCHASE THE PRODUCT IN CANADA, AUSTRALIA, OR NEW ZEALAND, THIS LIMITED CONSUMER WARRANTY DOES NOT APPLY TO YOU AND YOU MAY FIND THE APPLICABLE WARRANTY AVAILABLE ELSEWHERE IN THIS LIMITED CONSUMER WARRANTY.

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

THIS LIMITED CONSUMER WARRANTY IS DISTINCT FROM ANY STATUTORY RIGHTS UNDER ANY MANDATORY CONSUMER PROTECTION LAWS APPLICABLE TO YOU IN THE COUNTRY OR STATE WHERE YOU PURCHASE THE PRODUCT. IT IS INTENDED TO GRANT YOU SPECIFIC, AND AS THE CASE MAY BE, ADDITIONAL RIGHTS, WITHIN THE LIMITS OF WHAT IS PERMISSIBLE UNDER THE LAW, AND IS NOT INTENDED TO REPLACE OR SUPERSEDE THESE STATUTORY RIGHTS.

THIS PRODUCT IS FOR PERSONAL USE. PERSONAL USE MEANS THE USE BY AN INDIVIDUAL SOLELY FOR HIS OR HER PERSONAL, PRIVATE AND NON-COMMERCIAL OR PROFESSIONAL PURPOSES. AN INDIVIDUAL'S USE OF THE PRODUCT IN HIS OR HER CAPACITY AS AN OFFICER, EMPLOYEE, MEMBER, INDEPENDENT CONTRACTOR OR AGENT OF A CORPORATION, BUSINESS OR ORGANISATION (COMMERCIAL OR NON-COMMERCIAL) DOES NOT QUALIFY AS PERSONAL USE. USE OF THE PRODUCT FOR COMMERCIAL PURPOSES, FOR COMMERCIAL USES AND/OR BY COMMERCIAL USERS WILL VOID THE WARRANTY. IF YOUR DEVICE IS NOT FOR PERSONAL USE, PLEASE REFER TO THE VIVE BUSINESS WARRANTY AND SERVICES AT [HTTPS://BUSINESS.VIVE.COM/PRODUCT/BWS/](https://business.vive.com/product/bws/) FOR WARRANTY OPTIONS.

### DEFINITIONS

The following definitions apply to this Limited Consumer Warranty:

1. **"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 posted online.
2. **"Product(s)"** means the VIVE branded AI Glasses system purchased as part of a set, or purchased as a separate product, provided in the box at the time of original purchase from an authorized Retailer. The box contents of an AI Glasses system or of a separate product will vary but may consist of the accessories or Charging Aids which HTC makes available to purchase separately. Product specifically excludes items deemed as consumables and items which are naturally expected to deteriorate over time, or where the item purchased has its own specific warranty terms and conditions.
3. **"Retailer"** means a business that sells goods directly to end users, including those with a physical and/or online presence.
4. **"Warranty Period"** means twelve (12) or twenty-four (24) months from the date You purchased the Product from HTC or an HTC authorized Retailer. You may check the applicable Warranty Period as stated in this Limited Consumer Warranty.
5. **"You"** or **"Your"** means the original purchaser and/or original end-user of the Product.

**WHO IS OFFERING THIS LIMITED CONSUMER WARRANTY**

This Limited Consumer Warranty is granted to You by HTC Corporation of No. 1, Lane 21, Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan ("HTC").

**WHAT IS COVERED BY THIS LIMITED CONSUMER WARRANTY?**

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

This Limited Consumer 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 any other person.

**WHAT IS NOT COVERED BY THIS LIMITED CONSUMER WARRANTY?**

This Limited Consumer Warranty does not apply other than to the Product. It therefore does not apply to any non-HTC equipment or any software whatsoever, whether developed by HTC or a third party, even if intended or labelled as for use with the Product. 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 YOU PURCHASED, THIS LIMITED CONSUMER WARRANTY SHALL NOT APPLY:**

1. if the Product serial number, or the date code, the water indicator, or the warranty seal (void label), as the case maybe, has been removed, erased, defaced, or altered, or is illegible;
2. to any deterioration of the cosmetic appearance of the Product due to normal wear and tear;
3. to consumable parts, such as Lanyard, Clean cloth or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction;
4. Power Banks and Batteries are covered for defects in material and workmanship, Power Banks and Batteries are reasonably expected to diminish over time and their lifespan impacted by the amount of use and frequency of charging cycle's, HTC's warranty does not cover natural battery deterioration.
5. 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;
6. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product;
7. to use not in accordance with the user manual or not under Normal Use Conditions;
8. 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;
9. to use for commercial purposes, as the Product is intended only for personal entertainment purposes;
10. to damage caused by or resulting from modifications or non-warranty repairs;
11. 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;
12. to physical damage to the surface of the Product, including but not limited to cracks or scratches on the surfaces of the Product, including any screen or lens;
13. to any computer or other product to which the Product may connect. HTC does not warrant that the operation of the Product will be uninterrupted or error-free;
14. 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;
15. 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;
16. to malfunctions caused by unplugging any cable from or otherwise powering off the Product, or Your computer during any firmware update;
17. to malfunctions caused by the use of the Product with or connection to an accessory or product 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; or
18. to any Product not purchased from the authorized Retailer in the country You request for support services.

#### **WARRANTY PERIOD**

Please refer to the applicable Warranty Period to the countries/regions where You originally purchased the Products from:

Country/Region	Warranty Period
European Union, Iceland, Norway, Switzerland, the Kingdom of Saudi Arabia, the United Kingdom	<b>Product</b> - 24 months from the date You purchased the Product from HTC or HTC authorized retailer for the Product
Other countries not listed above except Australia, Canada and New Zealand which have their own warranty clauses available elsewhere in this Limited Consumer Warranty	12 months from the date You purchased the Product from HTC or HTC authorized retailer for the Product or Accessories.

If there is any change to any of the warranty terms specified above by the applicable laws, then the updated warranty terms will govern your purchase of the Product.

#### **TERRITORY**

This Limited Consumer Warranty is valid and enforceable only in the countries where the Product is intended to be sold unless as otherwise stated under this Limited Consumer Warranty. A Product can only be returned for repair under this Limited Consumer Warranty in the country where it was intended for purchase. Warranty service availability and response time may vary from country to country and state to state.

**IF YOU PURCHASE THE PRODUCT IN CANADA, AUSTRALIA, OR NEW ZEALAND, THIS LIMITED CONSUMER WARRANTY DOES NOT APPLY TO YOU AND YOU MAY FIND THE APPLICABLE WARRANTY AVAILABLE ELSEWHERE IN THIS LIMITED CONSUMER WARRANTY.**

#### **HOW DO I OBTAIN WARRANTY SERVICE?**

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

1. Refer to the user manual and/or resources available at [www.vive.com/support](http://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](http://www.vive.com), You should contact the Retailer from which You purchased the Product or visit [www.vive.com/support](http://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
  - 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 Consumer Warranty.

Upon completion of these steps, HTC will provide You with instructions regarding how and when the Product should be returned. You may be responsible for costs in connection with the return of the Product 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 during the Warranty Period and it satisfies the terms of this Limited Consumer 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 to You in good working condition. Any Product, or parts or components thereof that are replaced under the terms of this Limited Consumer 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 three (3) months from the date of repair or replacement, whichever is longer. Rather than ask You to return the Product, HTC may instead elect to supply user-installable parts directly to You to fulfill its Consumer 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 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 Consumer Warranty. Do not ship Your Product directly to HTC unless You are asked to do so when following the steps above. If You need to return the Product 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 CONSUMER 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 CONSUMER WARRANTY AND, AT HTC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN. Some countries or 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 CONSUMER 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 CONSUMER 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 countries or States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

#### **GENERAL PROVISIONS**

1. **Waiver of Jury Trial:** IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED CONSUMER WARRANTY.
2. **Governing Law:**
  - (1) To the Products purchased in the United States of America, 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 Consumer 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) To the Products purchased in other applicable countries - this Limited Consumer Warranty will be governed by the law of the country where the Product were originally purchased from the authorized Retailer and the relevant courts of that country will have exclusive jurisdiction in relation to this Limited Consumer Warranty.
3. **Severability:** Except as specifically provided above, if any provision of this Limited Consumer Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Consumer Warranty.

## AGREEMENT TO ARBITRATE DISPUTES

**THIS SECTION ONLY APPLIES TO THE PRODUCTS PURCHASED IN THE UNITED STATES OF AMERICA, 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.**

- 1. 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 Consumer 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).
- 2. No Class Arbitrations, Class Actions or Representative Actions.** You and HTC agree that any Dispute arising out of or related to this Limited Consumer Warranty, is personal to You and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and HTC agree that there will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, You and HTC agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- 3. 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 South, Suite 300, Seattle, WA 98104. Your notice must include (a) Your name, postal address, telephone number, the email address You use or used for Your HTC account or, if different or if You have no HTC account, an email address at which You can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that You are seeking. Our notice to You will be sent electronically to the email address You use or used for Your HTC account, where available, or given to any alternate contact previously provided, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or HTC may, as appropriate and in accordance with this Limited Consumer Warranty, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court.
- 4. 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 Consumer 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.
- 5. 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 Consumer 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 Consumer 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 Consumer 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.
- 6. 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.
- 7. 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.
- 8. 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 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; (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 Consumer Warranty will still apply to You.

## 繁體中文 - HTC 有限消費者保固條款

請仔細閱讀本有限消費者保固條款，以瞭解您的權利與義務。

如果您在美國購買本產品，則此有限消費者保固條款，亦包括帶有放棄集體訴訟權利的強制仲裁條款。

如果您在加拿大、澳洲或紐西蘭購買本產品，則本有限消費者保固不適用於您，您可在本有限消費者保固的其他部分，找到應適用的保固條款。

透過使用您的 HTC 產品，即表示您同意本有限消費者保固條款，包括下列強制仲裁條款及放棄集體訴訟權利（如情況適用者）。如果您不接受本有限消費者保固條款，請勿使用您的產品。而是，請在零售商的退貨期限內，將其退還給您購買該產品的零售商。

本有限消費者保固條款不同於您購買本產品所在國家或地區，適用於您的任何強制性消費者保護法所規定的任何法定權利。其目的是在法律許可之範圍內，授予您特定的額外權利（視情況而定），並非取代或替代該等法定權利。

本產品供個人使用。個人使用是指個人僅基於其個人、私人及非商業或專業目的而使用。個人以公司、企業或組織（商業或非商業）高階管理人員、員工、股東、獨立承包商或代理人之身分使用本產品者，不符個人使用的條件。基於商業目的、作為商業用途及／或由商業使用者使用產品，將會使保固失效。如果您的設備非供個人使用，請參閱 VIVE 商業保固與服務條款，網址為 [HTTPS://BUSINESS.VIVE.COM/PRODUCT/BWS/](https://business.vive.com/product/bws/) 保固選項。

### 定義

下列定義適用於本有限消費者保固條款：

1. 「**正常使用條件**」是指在正常家庭條件下，按照本產品所附或線上公告的使用者手冊及說明書進行的一般使用。
2. 「**本產品**」是指原始向授權零售商購買時，以套裝產品一部分或單獨產品包裝盒提供的 VIVE 品牌 AI 眼鏡系統。AI 眼鏡系統或單獨產品的包裝盒內容會有所不同，但可能包括周邊產品。本產品亦包括原始購買時，HTC 在包裝盒內提供的使用所需配件，例如連接線或 HTC 提供單獨購買的配件。本產品特別不包括視為消耗品及隨時間經過會自然變質的物品，或所購買的物品有其本身的特定保固條款與條件。
3. 「**零售商**」是指直接向終端使用者銷售商品的企業，包括具有實體及／或線上商店的企業。
4. 「**保固期**」是指自您向 HTC 或 HTC 授權零售商購買本產品之日起十二 (12) 或二十四 (24) 個月。您可以查看本有限消費者保固條款所規定的應適用保固期。
5. 「**您**」或「**您的**」是指本產品原始購買人、及／或原始最終使用者。

### 誰提供本有限消費者保固

本有限消費者保固是由宏達國際電子股份有限公司（地址：330 台灣桃園市桃園區興華路 21 巷 1 號「HTC」）提供。

### 本有限消費者保固涵蓋哪些內容？

HTC 保證，在保固期間內若在使用情況下使用，本產品並無材料及做工上的瑕疵。

本有限消費者保固僅提供給您個人使用，不得全部或部分出售、轉讓、移轉或提供給本產品任何後續購買人、或收購者或任何其他人。



### 本有限消費者保固不涵蓋哪些內容？

本有限消費者保固不適用於本產品以外的其他產品。因此，不適用於任何非 HTC 設備或任何軟體，無論是 HTC 或第三人開發，即使該產品之意圖或標示說明與本產品可一起使用者亦同。第三方製造商、供應商或發行商可能針對本身產品提供保固，您可以直接聯絡廠商尋求維修服務。

即使針對您所購買的產品，本有限消費者保固亦不適用：

1. 如果本產品序號或日期代碼、水位指示計或保固封印（無效標籤）（視情況而定），遭到移除、去除、汙損或更改，或難以辨認；
2. 因正常耗損而使本產品外觀舊化；
3. 除因故障而無法使用者外，可合理預期會隨時間經過而減少的耗損零件，例如掛繩、清潔布或保護塗層；
4. 行動電源與電池因材料及做工瑕疵而適用保固，行動電源與電池合理預期會隨著時間經過而降低效能，且其壽命會受到使用量及充電週期頻率之影響，HTC 的保固不包括電池自然老化。
5. 如果電池安裝不當，或電池外殼或電池後蓋的密封破損或有篡改痕跡；
6. 電湧或其他非本產品故障的電流問題所造成的故障；
7. 未遵循使用者手冊或非在正常使用情況下使用；
8. 粗暴處理；在戶外使用；暴露於液體、液體損壞、潮濕或極端高溫、或環境條件或此等環境條件的快速變化；腐蝕或氧化；
9. 基於商業目的使用，因本產品僅限用於個人娛樂目的；
10. 因修改或非保固維修所造成或導致的損壞；
11. 意外、自然力量、或其他 HTC 合理控制範圍以外的行為（包括但不限於耗材的瑕疵），但故障直接造成之瑕疵除外。
12. 對本產品表面所造成的物理上損壞，包括但不限於本產品表面（包括任何螢幕或鏡頭）的裂縫或刮痕；
13. 本產品可能連結的任何電腦或其他產品。HTC 不保證本產品的運行不會中斷或無錯誤；
14. 當本產品所加載的軟體（包括但不限於作業系統及／或韌體），需要升級時（如果您可下載此類更新）；
15. 作業系統及／或韌體已遭變更的產品，包括任何嘗試變更作業系統但未成功的情況，無論 HTC 是否授權、核准或以其他方式同意該項變更；
16. 在任何韌體更新期間自本產品或您的電腦拔除任何電源線、或以其他方式關閉電源所造成的故障；
17. 將本產品與未經 HTC 核准或提供的配件或產品一起使用或連結所造成的故障，或以任何非預定用途之方式使用，且該瑕疵非本產品本身故障所造成者；
18. 非向您請求支援服務所在國家的授權零售商所購買的任何產品。

## 保固期

請參閱您原始購買本產品的國家／地區應適用之保固期：

國家／地區	保固期
歐盟、冰島、 挪威、瑞士、 沙烏地阿拉伯王國、 英國	<b>產品一</b> 自您向 HTC 或 HTC 授權 零售商，購買本產品之日起 <b>24</b> 個月。
上述未列出的其他國家（不包括 澳洲、加拿大及紐西蘭，在本有 限消費者保固的其他部分，有其 本身的保固條款）。	自您向 HTC 或 HTC 授權零售商 購買產品或配件之日起 <b>12</b> 個 月。

如果相關法律對上述任何保固條款有任何變更規定，則更新後的保固條款將適用於您對本產品的購買使用。

## 地區

除本有限消費者保固條款另有規定外，本有限消費者保固條款僅在本產品預定銷售的國家有效且可執行。依據本有限消費者保固條款，本產品僅能在預定供購買的國家進行退回維修。保固服務的可用性及回應時間，可能因個別國家及州而異。

**如果您在加拿大、澳洲或紐西蘭購買本產品，則本有限消費者保固不適用於您，您可在本有限消費者保固的其他部分，找到應適用的保固條款。**

## 如何取得保固服務？

如果發現本產品出現故障，您應採取下列措施：

1. 請參閱 [www.vive.com/support](http://www.vive.com/support) 上提供的使用者手冊及／或資源，以識別並修正問題。
2. 如果參考使用者手冊及／或 [www.vive.com](http://www.vive.com) 上的資源無法解決問題，應該聯絡您購買本產品的零售商或造訪 [www.vive.com/support](http://www.vive.com/support)，以取得有關聯絡 HTC 客戶服務尋求幫助的更多資訊。
3. 當您聯絡零售商或 HTC 時，請確保提供以下資訊：
  - a. 本產品之型號與序號
  - b. 您的完整地址和聯絡資訊。
  - c. 購買本產品的原始發票、收據或銷售單複本。依據本有限消費者保固條款提出任何求償時，您須出示有效的購買證明。

完成上述步驟後，HTC 將向您提供有關如何及何時退回本產品的說明。您可能需要負擔將本產品退回 HTC 的相關費用。在將本產品退回 HTC 以獲得保固服務前，您須先備份並刪除儲存在產品儲存媒體上的個人數位資料。HTC 及 HTC 授權服務中心對於儲存在產品儲存媒體上任何類型的數位資料，如有任何遺失概不負責。如果您在保固期限內退回產品並符合本有限消費者保固條款之規定，HTC 或其授權代理商將自行決定維修或更換產品。維修或更換可能涉及使用功能等效的翻新產品及／或零件。零售商或 HTC 將維修或更換後，處於良好工作狀態的產品返回給您。依據本有限消費者保固條款更換取得的任何本產品、或其零件或組件成為 HTC 的財產。

如果 HTC 進行維修或更換本產品，則將在維修或更換後的本產品原保固期限的剩餘時間內、或自維修或更換之日起三 (3) 個月內繼續提供保固，以期間較長者為準。HTC 可能不會要求您退回本產品，而是選擇直接向您提供使用者可自行安裝的零件，以履行其消費者保固義務。如果 HTC 提出要求，而您同意自費寄回更換後的零件。HTC 保留將保固服務限制在本產品預定銷售國家之權利。HTC 須在應適用的保固期限內收到通知，以便您有資格獲得有限消費者保固下的任何救濟措施。除在執行上述步驟時要求您退回產品外，請勿將您的產品直接寄送到 HTC。如果您需要退回產品進行保固服務，須按照上述步驟進行。

### **免責聲明及其他保證與權利之限制**

在法律許可之範圍內，本有限消費者保固及其救濟為排他性，取代所有其他保證、救濟措施及條件。HTC 將所有法定與默示保證（包括但不限於適銷性與特定用途適用性、及針對隱藏或潛在瑕疵之保證）之期限及救濟措施，限制在本有限消費者保固期限內，並依 HTC 之選擇，包括本有限消費者保固條款所述的維修或更換服務。某些國家或州不得限制默示保證的有效期間，因此上述限制可能不適用於您。

### **責任限制**

除本有限消費者保固另有規定外，在法律許可之最大範圍內，HTC 對於任何性質的附帶或衍生性損失或損害不負責任，包括但不限於資料遺失、喪失隱私、利潤損失或商業損失、業務中斷或喪失機密性。儘管有上述規定，即使任何救濟措施未能達到其基本目的，HTC 及其供應商在本有限消費者保固條款下的全部責任，應限於客戶為本產品實際支付的金額。即使 HTC 已受告知上述損害發生的可能性，上述除外條款仍有其適用。某些國家或州不得排除或限制附帶或衍生性損害，因此上述限制或排除可能不適用於您。

### **一般條款**

1. **放棄交由陪審團審理之權利：**如果您與 HTC 之間的爭議在法院而非以仲裁方式解決，則您與 HTC 無條件放棄因本有限消費者保固所引起或相關的任何訴訟、法律程序或反訴，交由陪審團審理的任何權利。
2. **準據法：**
  - (1) 對於在美國購買的產品，聯邦仲裁法（「FAA」）適用於仲裁協議。除優先適用 FAA 外，華盛頓州法律（不引用其選法原則）應適用於本有限消費者保固條款。儘管有上述規定，您居住所在的州法應適用於任何侵權求償、及／或依據任何消費者保護法所提出的求償。
  - (2) 對於在其他適用國家購買的產品—本有限消費者保固條款將受自原始授權零售商購買產品所在國家的法律管轄，該國家的相關法院將對本有限消費者保固條款具有專屬管轄權。
3. **可分性：**除上述特別規定外，若本有限消費者保固的任何條款經認定為無效或不得執行，則該無效或不得執行之條款不影響有限消費者保固條款其餘部分的執行力。

### **仲裁爭議之協議**

本條款適用於在美國購買的產品，請仔細閱讀下列條文，因其要求您與 HTC 之間的特定爭議與求償，應提付仲裁解決，並限制您向 HTC 尋求救濟的方式。

1. **具有拘束力之仲裁：**除任一方針對爭議尋求在小額訴訟法庭提起個別訴訟外，您與 HTC 同意 (a) 放棄您與 HTC 各自因本有限消費者保固條款、或本產品之銷售、狀況、使用或性能所引起或相關的任何一切爭議或求償（統稱「爭議」）尋求法院解決之權利，並 (b) 放棄您與 HTC 各自得交由陪審團審理之權利。您與 HTC 同意，改由具有拘束力之仲裁解決爭議（亦即將爭議裁判交由負責審理爭議之一人或以上，對爭議進行最終且具有拘束力之判斷以解決之，而非交由陪審團或法院進行審判）。
2. **無集體仲裁、集體訴訟或代表人訴訟：**您與 HTC 同意，因本有限消費者保固條款引起或相關的任何爭議，均為您與 HTC 之間的個別爭議，且此類爭議僅會透過個別仲裁解決，不會透過集體仲裁、集體訴訟或任何其他類型的代表人訴訟程序解決。您與 HTC 同意不得提起集體仲裁，或由個人試圖擔任其他個體或個體群組之代表人以解決爭議。此外，您與 HTC 同意，無論是在仲裁範圍之內或是之外，爭議不得以集體訴訟或其他類型的代表人訴訟提起，或代表任何其他個體或個體群組提起。
3. **通知；非正式爭議解決：**您與 HTC 同意，任一方將在任何可仲裁或小額訴訟爭議發生之日起的三十 (30) 日內，以書面方式通知另一方，俾利雙方試圖採取非正式方式並秉持善意解決爭議。給予 HTC 之通知應寄到 HTC 法律、仲裁計畫管理人，308 Occidental Avenue South, Suite 300, Seattle, WA 98104。通知內必須包含 (a) 您的姓名、郵寄地址、電話號碼、您或您的 HTC 帳號所使用的電子郵件信箱，假如兩者不同或您沒有 HTC 帳號，則提供可聯繫您的電子郵件信箱，(b) 合理說明爭議之內容或概要細節，以及 (c) 您所欲尋求的特定補償。本公司給予您的通知將以電子方式傳送到您使用、或作為您的 HTC 帳戶的電子郵件信箱（若有），或先前提供的任何替代聯絡人，並包括 (a) 本公司名稱、郵寄地址、電話號碼及電子郵件信箱，以便您可就爭議聯絡本公司，(b) 對爭議性質或基礎的合理詳細描述，以及 (c) 我們正在尋求的具體救濟方式。如果您與 HTC 在收到他方通知後三十 (30) 天內，無法就如何解決爭議達成共識，則您或 HTC 得視情況並依據本有限消費者保固條款開始仲裁程序，或在上述具體規定的範圍內，向小額訴訟法院起訴。
4. **過程：**除了任一當事人向小額訴訟法院提起個別訴訟的爭議外，您及 HTC 均同意在爭議發生後的一 (1) 年內開始或提出爭議，否則該合理求償將永久遭到禁止（表示您與 HTC 將無權繼續就該爭議提出主張或求償）。您與 HTC 同意仲裁應依據適用於消費者糾紛的美國仲裁協會商務仲裁規則（「AAA 規則」）進行，除該規則與本有限消費者保固條款的任何部分有衝突者外，包括但不限於仲裁協議。針對 5,000 美元以下之求償，您

得決定將僅依據提交給仲裁人之文件，或由本人或透過電話進行仲裁判斷。仲裁應在美國華盛頓州國王郡舉行，且美國華盛頓州國王郡州法院和聯邦法院對任何上訴及仲裁之強制執行，具有專屬管轄權。假如爭議符合小額訴訟法院審理之要求，您亦得在居住地的美國小額訴訟法院提起爭議訴訟。

5. **仲裁人之權限：**依據聯邦仲裁法、本協議及應適用的 AAA 規則之限制，仲裁人有權授予原可在法院獲得的任何救濟，但仲裁人之判斷，在形式或金額上均不得超過美國地方法院依據本有限消費者保固可做出的裁定；但仲裁人無權進行本有限消費者保固所禁止的集體仲裁或代表人訴訟。儘管有 AAA 規則，任何關於特定爭議可仲裁性之決定，包括但不限於本有限消費者保固條款是否准許進行集體仲裁，均應交由華盛頓州國王郡適當法院，而非仲裁人解決。經本仲裁協議可強制執行之有關爭議、或其中的任何部分，均須由美國華盛頓州國王郡州的適當法院解決，而非由仲裁人解決。
6. **AAA 規則。**AAA 的規則及 AAA 其他相關資訊，請上 AAA 網站 (<https://www.adr.org/Consumer>) 查閱。未依下列指定方式排除本仲裁協議視同您 (a) 確認並同意您已閱讀並瞭解 AAA 規則，或 (b) 免除閱讀 AAA 規則之權利及主張 AAA 規則為不公平或基於任何理由不應適用之機會。
7. **仲裁協議之適用性。**如果上述禁止集體仲裁經認為不得強制執行，則仲裁協議不適用於集體求償。
8. **選擇退出之權利：**除您在購買本產品後 30 個日曆日內，以書面通知 HTC 您拒絕仲裁協議外，應適用本仲裁協議。您須在選擇退出的通知中，包括 (a) 您的姓名及地址；(b) 您購買本產品的日期；(c) 本產品型號名稱；(d) 本產品序號或配件描述。可在包裝及本產品或附件上找到此類編號。您必須將書面通知，發送給 HTC Legal, Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104。以任何其他形式選擇退出本仲裁協議，均屬無效。如果您選擇退出仲裁協議，則本有限消費者保固條款仍將適用於您。