

HTC VIVE MARS CAMTRACK

GARANTÍA / GARANTIE / WARANTI / WARRANTY 保証書 / 보증서 / 保固書 / 质保书 / वारंटी / การรับประกัน / الضمان المحدود

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**PLEASE CONTACT OUR VIVE MARS CAMTRACK SUPPORT
EMAIL: MARS-SUPPORT@VIVE.COM**

**VEUILLEZ CONTACTER NOTRE ASSISTANCE VIVE MARS CAMTRACK
EMAIL: MARS-SUPPORT@VIVE.COM**

**VIVE MARS CAMTRACK サポートにお問い合わせください
EMAIL: MARS-SUPPORT@VIVE.COM**

**VIVE MARS CAMTRACK 지원팀에 문의하세요.
EMAIL: MARS-SUPPORT@VIVE.COM**

**請聯繫我們的 VIVE MARS CAMTRACK 團隊
EMAIL: MARS-SUPPORT@VIVE.COM**

**请联系我们的 VIVE MARS CAMTRACK 团队
EMAIL: MARS-SUPPORT@VIVE.COM**

**BITTE KONTAKTIEREN SIE UNSEREN VIVE MARS CAMTRACK SUPPORT
EMAIL: MARS-SUPPORT@VIVE.COM**

**SI PREGA DI CONTATTARE IL NOSTRO SUPPORTO VIVE MARS CAMTRACK
EMAIL: MARS-SUPPORT@VIVE.COM**

**ПОЖАЛУЙСТА, СВЯЖИТЕСЬ С НАШЕЙ ПОДДЕРЖКОЙ VIVE MARS CAMTRACK
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EMAIL: MARS-SUPPORT@VIVE.COM**

HTC VIVE MARS CAMTRACK 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 the Mars CamTrack cable, USB cable and 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 Mars CamTrack virtual reality system, which includes Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars 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 electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
6. to use not in accordance with the user manual or not under Normal Use Conditions;
7. to rough handling; use outdoors; exposure to liquids; dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
8. to damage caused by or resulting from modifications or non-warranty repairs;
9. 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;
10. 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;
11. 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;
12. 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;
13. 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;
14. to malfunctions caused by unplugging any cable from or otherwise powering off the Product or your computer during a firmware update; or
15. 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 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 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

1. **Waiver of Jury Trial:** IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY.
2. **Governing Law:** Except as preempted by legislation, the law of the State of Victoria (in the case of Products purchased in Australia) and New Zealand (in the case of Products purchased in New Zealand), without reference to their respective choice of laws principles, shall govern this Limited Warranty. Notwithstanding the foregoing, the laws of Your jurisdiction will apply to any tort claims and/or any claims under any consumer protection statutes and, without limitation, may entitle you to bring proceedings in your jurisdiction.
3. **Severability:** Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

HTC LIMITED WARRANTY – VIVE MARS CAMTRACK 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.

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: Mars CamTrack cable, 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 Mars CamTrack virtual reality system purchased from an authorized Retailer, which includes in a kitted system the following: Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
4. **"Province"** means a Province of Canada, Yukon, Northwest Territories and Nunavut.
5. **"Resident of Québec"** means residents of Québec who enter into a contract to which the Consumer Protection Act (Québec) applies.
6. **"Retailer"** means a business that sells goods directly to end users, including those with a physical and/or online presence.
7. **"Warranty Period"** means twelve (12) months from the date you purchased the Product from an authorized Retailer.
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. 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:

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 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 or if the seals of the battery or the battery pack is broken or show evidence of tampering;
5. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
6. to use not in accordance with the user manual or not under Normal Use Conditions;
7. to rough handling; use outdoors; exposure to liquids, liquid damage, dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
8. to damage caused by or resulting from modifications or non-warranty repair;
9. 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;
10. 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;
11. 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;
12. 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;
13. 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;
14. to malfunctions caused by unplugging any cable from or otherwise powering off the Product, or your computer during any firmware update; or
15. 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:

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. 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, 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 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 You are seeking. Our notice to You will be sent electronically to the email address You use or used for Your HTC account, where available, or given to any alternate contact previously provided, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or HTC may, as appropriate and in accordance with this Limited Warranty, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court.

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

- 1. Waiver of Jury Trial:** IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY.
- 2. Governing Law:** Not applicable to residents of Québec: The Federal Arbitration Act (the "FAA") applies to the agreement to arbitrate. Except as preempted by the law, the law of the Province of Ontario and the laws of Canada shall govern this Limited Warranty.
- 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.

GARANTIE LIMITÉE DE HTC VIVE MARS CAMTRACK

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.

DÉFINITIONS

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

- Les termes « **Accessoire** » ou « **Accessoires** » renvoient aux éléments secondaires ou auxiliaires contenus dans la boîte du « **Produit** » au moment de la vente, ce qui peut être notamment : Câble Mars CamTrack, 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.
- 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.
- Le terme « **Produit(s)** » renvoie au système de réalité virtuelle HTC Vive Mars CamTrack acheté auprès d'un Détaillant agréé, et inclut, dans la trousse du système : Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
- Le terme « **Province** » peut signifier une province canadienne, le Yukon, les Territoires du Nord-Ouest et le Nunavut.
- 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).
- 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.
- L'expression « **Période de garantie** » signifie douze (12) mois à compter de la date de Votre achat du Produit auprès d'un Détaillant agréé.
- Les termes « **Vous** », « **Votre** » 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 manie ment 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. aux dommages causés par des modifications ou par des réparations non garanties, ou qui en résultent;
9. 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;
10. aux dommages physiques à 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;
11. 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;
12. 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;
13. 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;
14. à des défauts de fonctionnement causés par le débranchement d'un câble ou par l'arrêt du Produit ou de votre ordinateur pendant la mise à jour d'un micrologiciel; ou
15. 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 ne peuvent 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 pour exercer la garantie, 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 et 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 conviendrez 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 avisé 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, Y COMPRIS, MAIS SANS S'Y LIMITER, LES GARANTIES À L'ÉGARD DU 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'ATTEINT PAS SON BUT ESSENTIEL, L'ENTIERE RESPONSABILITÉ DE HTC ET DE SES 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 AVISÉ 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

CLAUDE 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 tenter 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 ou de la vente, l'état, 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 un 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 ou recours collectif ou aucun autre type de procédure représentative. HTC et Vous conviennent qu'il n'y aura aucun arbitrage collectif ou arbitrage ou recours 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 conviennent 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 conviennent 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 et 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, tenter 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 tenter une action personnelle devant le tribunal des petites créances, HTC et Vous conviennent 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 conviennent 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 (Etat de Washington) et les tribunaux d'Etat et fédéraux situés dans le comté de Kings (Etat 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. Nonostante 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 (Etat 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 Kings (Etat de Washington) plutôt que par un arbitre.

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.

PROJET 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 faire parvenir Votre avis écrit 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 PROCÈDE 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 AYANT TRAIT.
- 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 régissent 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 MARS CAMTRACK PRODUK WARANTI TERHAD

Malaysia

SILA BACA WARANTI TERHAD INI DENGAN TELITI UNTUK MEMAHAMI HAK DAN KEWAJIPAN ANDA.

DENGAN MENGGUNAKAN PRODUK ATAU AKSESORI HTC, ANDA BERSETUJU DENGAN WARANTI TERHAD.

Waranti ini berbeza daripada mana-mana hak statutori di bawah sebarang undang-undang perlindungan pelanggan mandatori yang berkenaan dengan anda. Ia bertujuan untuk memberikan anda hak tambahan secara khusus dan mungkin mengikut kes, dalam had yang dibenarkan di bawah undang-undang dan tidak bertujuan untuk menggantikan atau membatalkan hak statutori ini. Sebelum melaksanakan hak anda di bawah Waranti ini, anda perlu membiasakan 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 kepada Waranti Terhad ini:

- 1. "Produk"** bermakna sistem realiti maya HTC VIVE Mars Camtrack yang disediakan dalam kotak pada masa pembelian asal daripada peruncit berdaftar dan yang terdiri daripada: Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
- 2. "Aksesori"** bermakna komponen sekunder lain yang dibekalkan dengan Produk pada masa jualan dan disertakan dalam kotak dan yang termasuk Kabels Mars CamTrack, USB cable dan Penyusuai 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 rasmi HTC atau HTC.

4. "Anda" bermakna pembeli runcit asal dan/atau pengguna akhir asal Produk.
5. "Keadaan Penggunaan Biasa" bermakna penggunaan pengguna akhir biasa di bawah keadaan rumah biasa mengikut bahan arahan pengguna (Manual Pengguna seperti yang ditakrifkan di bawah) yang dibekalkan dengan Produk atau Aksesori atau disiarkan dalam talian.
6. "Manual Pengguna" bermakna bahan arahan pengguna dan panduan keselamatan yang dibungkus bersama Produk atau Aksesori atau disiarkan 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 disiarkan 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 pemolehol 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 mengaku bahawa undang-undang dan peraturan eksport 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 dilabellkan 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.

MALAKA 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, dipadatkan, 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 pusuhan 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; pendedahan kepada cecair; kerosakan yang disebabkan oleh cecair, kelembapan atau terma lampu atau keadaan persekitaran atau perubahan pesat dalam keadaan sedemikian; kaksian atau pengoksidaan;
8. untuk tujuan komersial kerana Produk bertujuan hanya untuk kegunaan hiburan peribadi;
9. untuk pengubahsuaian atau sambungan yang tidak dibenarkan atau pembetulan dan pembaikan tidak dibenarkan yang menggunakan alat ganti yang tidak dibenarkan atau pembetulan 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 memindah sistem operasi, tanpa mengira sama ada pengubahsuaian sedemikian dibenarkan, diluluskan atau sebaliknya disekat oleh HTC;
15. kepada kerosakan yang disebabkan oleh mencabut 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 MENDAPATKAN 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 menghubungkan 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 berdaftar anda akan membaiki atau menggantikannya mengikut budi bicaranya. Pembaikan atau penggantian mungkin melibatkan penggunaan Produk dan/atau bahagian yang dibaiki pulih yang setara fungsinya. Peruncit atau HTC akan mengembalikan Produk atau Aksesori gantian atau yang dibaiki 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 membaiki atau menggantikan Produk, Produk yang dibaiki 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 mengendaki Anda mengembalikan Produk atau Aksesori, HTC sebaliknya mungkin memilih untuk membekalkan 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.

PENGHAJARAN LIABILITI

MELAINKAN SEPERTI YANG DISEDIAKAN SEBALIKNYA DALAM WARANTI INI, HTC HANYA AKAN BERTANGGUNGJAWAB TERHADAP KEHILANGAN ATAU KEROSAKAN YANG ANDA TANGGUNG AKIBAT PELANGGARAN WARANTI TERHAD OLEH HTC JIKA KEHILANGAN ADALAH AKIBAT PELANGGARAN INI YANG BOLEH DIRAMAL. 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. **Kebolehasingan:** 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 MARS CAMTRACK 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 Mars Camtrack virtual reality system, which includes Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars 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 Mars CamTrack cable, 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 serial number, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, altered, or is illegible;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. to consumable parts, such as 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, use outdoors; exposure to liquids, rain, snow, perspiration, moisture or liquid damage; dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
8. to use for commercial purposes, as the Product is intended only for personal entertainment purposes;
9. to defects or damage caused by or resulting from unauthorized modifications or connections, unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
10. to accidents, forces of nature, or other actions beyond the reasonable control of HTC (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by a malfunction;
11. to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surface, including any screen or lens;
12. to any computer or other devices to which the Product may connect. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
13. where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
14. to any Product in which the operating system and/or firmware has been altered, including any failed attempts to alter the operating system and/or firmware, regardless of whether such modifications are authorized, approved, or otherwise sanctioned by HTC;
15. to malfunctions caused by unplugging any cable from or otherwise powering off the Product, or your computer during any firmware update;
16. to malfunctions caused by the use of the Product or Accessory with or connection of the Product to an accessory not approved or provided by HTC, or used in any way other than its intended use and where such defect is not the fault of the Product itself. Use of non-HTC accessories may void this Limited Warranty.

TERRITORY

This Limited Warranty is valid and enforceable only in Singapore where the Product 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 backup data and remove any confidential, proprietary, or personal information stored on the Product storage media, and be sure to remove all removable memory cards from the Product (if applicable). HTC AND HTC AUTHORIZED SERVICE CENTERS ARE NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY DATA, PROGRAMS, IMAGE, PERSONAL INFORMATION STORED ON THE PRODUCT OR REMOVABLE MEMORY CARDS (IF APPLICABLE), NOR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE PRODUCT. DURING THE NORMAL REPAIR PROCESS, THE FILES OR CONTENTS ON THE PRODUCT WILL LIKELY BE ERASED, INCLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. At HTC's sole discretion, the Product may be returned to You in either the original configuration or as updated to the latest available software.

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

If You return the Product or Accessory during the Warranty Period and it satisfies the terms of this Limited Warranty, HTC or its authorized agent will, at its sole discretion, repair or replace it. Repair or replacement may involve the use of a functionally equivalent reconditioned Product and/or parts. The retailer or HTC will return the repaired or replacement Product or Accessory to You in good working condition. Any Product, Accessory, or parts or components thereof that are replaced under the terms of this Limited Warranty become the property of HTC.

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

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

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

DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. HTC DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. 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, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY. NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, HTC AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT OR ACCESSORY. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

GENERAL PROVISIONS

1. **Governing Law:** This Limited Warranty will be governed by the law of the country in which the Product and/or Accessories is intended to be sold and had been purchased in Singapore, the relevant courts in Singapore will have exclusive jurisdiction in relation to this Limited Warranty.
2. **Severability:** Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

HTC LIMITED WARRANTY – VIVE MARS CAMTRACK 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.

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: Mars CamTrack cable, 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 Mars CamTrack—virtual reality system purchased from an authorized Retailer, which includes in a kitted system the following: Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
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 damage caused by or resulting from modifications or non-warranty repairs;
9. 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;
10. 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;
11. 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;
12. 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;
13. 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;
14. to malfunctions caused by unplugging any cable from or otherwise powering off the Product, or your computer during any firmware update; or
15. 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, 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 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

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

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

HTC VIVE MARS CAMTRACK 製品限定保証

日本国

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。

- 「**本製品**」とは正規の小売店から購入した HTC Vive Mars CamTrack 製品・バーチャルリアリティシステムを指し、このキットシステムには以下が含まれます：Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars。
- 「**本付属品**」とは、正規販売店で最初に購入した際に本製品と一緒に提供され、同梱されているその他の付属部品を意味し、ヘッドセットケーブル (Mars CamTrack cable), 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。
- 「**保証期間**」とは購入日から、または正規の小売店から製品を受け取った日から 12 ヶ月の期間を意味します。
- 「**お客様**」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。
- 「**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、通常の使用条件における、一般的なエンドユーザーによる使用を意味します。
- 「**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掲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に従った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てい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関わらず、本製品との使用が意図されていたり、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

ブ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観の劣化。
3. 不具合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電池が不適切に設置された場合、電池エンコーダ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ない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よらない使用。
7. 乱暴な取扱ひ、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. 認められていない改変、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。
9. 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。
10. 本製品や本付属品の表面上の物理的な損傷（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。）。
11. 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稼働が中断しな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改変（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ードを抜くか、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が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が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、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、本製品のストレージメディア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も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・部品を利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、良好に作動する状態で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た代わりに、HTCは、HTCの本限定保証書に基づく保証として、ユーザー自身で取付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を日本でのみ請求できるように限定する可能性があります。お客様が本限定保証書に基づく保証を受けるためには、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瑕疵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、仮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、顧客が本製品または本付属品について実際に支払った額に限定されるものとします。これらの限定は、HTC がこれらの損害の可能性について知ら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。

一般条項

- 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。
- 裁判管轄**：本限定保証書からまたはそれに関連して生ずるすべての紛争は、東京地方裁判所における法的手続きによってのみ解決する。東京地方裁判所はその紛争について専属管轄を有する。
- 分離可能性**：上記で特に規定された場合を除き、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。

HTC VIVE MARS CAMTRACK 제품 제한 보증서

대한민국

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

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

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

정의

다음 정의를 본 제한 보증서에 적용합니다:

- “**제품**”은 HTC VIVE Mars CamTrack 가상현실 시스템을 의미하며, 이는 위탁 소매업자 또는 전자상거래 채널에서 원래 구매할 시 박스에 포함된 :Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
- “**부대용품**” 또는 “**부대용품들**”은 판매 시 제품에 영구 고정되지 않고, 제품과 함께 제공하며 제품 포장 박스에 포함된 다른 부속적 부품(들) 또는 항목을 의미하며, 이는: 헤드셋 케이블 (Mars CamTrack Cable), USB cable, 전원어댑터 (Power Adapter) 포함한다; 단, HTC 가 제조 또는 하청을 준 것이며, 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.
- “**보증 기간**”은 제품 및 액세서리의 공인 판매점에서 제품을 구입하거나받은 날짜로부터 12 개월을 의미합니다.
- “**귀하**” 또는 “**귀하의**”는 제품이나 부대용품의 원래 소매업자 및/또는 원래 최종 소비자를 의미한다.
- “**정상적 사용 조건**”은 제품 또는 부대용품과 제공되거나 온라인에 게시된 사용자 설명서 (이하 정의한 사용자 매뉴얼)에 따라 정상적 가정 조건 상 일반적인 최종 소비자 사용을 의미한다.
- “**사용자 매뉴얼**”은 제품 또는 부대용품과 함께 포장되어 제공되거나 온라인에 게시된 사용자 설명서 및 안전 지침을 의미한다.

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

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

- 제품 또는 부대용품 일련번호, 날짜 코드, 수문 지표나 보증 표시(우호라벨)가 제거, 삭제, 훼손, 변경되거나 불발인 경우;
- 정상적 손으로 인한 제품 또는 부대용품의 외관 상대 저하;
- 시간에 따른 상태 저하가 합리적으로 예측되는 : 끈 (Lanyard), 알카라인 건전지(AA타입) (AA alkaline battery), 청소용 천 (Clean cloth) 또는 보호 코팅과 같은 소모품, 단 오작동으로 발생한 작동의 장애 경우는 예외로 하며;

4. 귀하나 다른 사람이 부적절하게 설치한 경우, 배터리 케이스나 셀의 봉인이 깨지거나 무단 변경의 증거가 있는 경우 또는 지정되지 않은 장비에 사용된 경우, 배터리가 유발한 오작동;
5. 제품 또는 부대용품의 결함이 아닌 전기 충격이나 기타 전류 문제로 발생한 오작동;
6. 사용자 매뉴얼이나 정상적 사용 조건에 반하는 이용;
7. 거친 취급; 욕의 사용; 액체예의 노출, 습기 또는 극심한 열 또는 환경 조건 또는 그러한 조건의 급격한 변화; 부식; 또는 산화;
8. 비권한 변경 또는 연결, 비권한 오프닝, 분해, 비권한 부속품 사용 수리 또는 비권한 자가 지역에서 수리;
9. HTC의 합리적 통제를 벗어난 사고, 자연현상 또는 기타 활동; 오작동이 직접적으로 유발한 결함은 예외로 하며;
10. 본인이 설치 가능한 경우, 운영 시스템을 포함하나 이에 한정되지 않는, 제품에 설치된 소프트웨어의 필요한 업그레이드;
11. 운영 시스템의 변경 시도 실패를 포함하여, 운영 시스템이 변경된 제품; 또는
12. 펌웨어 업데이트 도중 제품 또는 컴퓨터의 전원 코드를 뽑거나 전원을 끈 상태로 오작동이 발생한 경우.
13. 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 참조합니다.
2. www.vive.com 에서 이용 가능한 사용자 매뉴얼 및/또는 자료를 참조하여 문제를 해결할 수 없는 경우, 제품 또는 부대용품을 구매 한 소매업자나 HTC 서비스 센터에 연락하거나, 추가 정보를 위하여 웹사이트 www.vive.com/support/ 를 방문합니다. HTC나 HTC 위탁 서비스 센터만이 제품 또는 부대용품을 사용할 수 있습니다. 소매업자나 HTC는 양호한 상태의 수리나 대체된 제품 또는 부대용품을 귀하에게 회송합니다. 본 제한 보증서 조건에 따라 대체한 제품, 부대용품 또는 부속품이나 부품은 HTC의 재산이 됩니다.
3. 소매업자나 HTC에 연락 시, 다음 정보를 준비하시기 바랍니다:
 - 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 및 부대용품을 반환하고 본 제한 보증서 조건을 만족하는 경우, HTC 또는 위탁 서비스 파트너가 이를 수리하거나 대체합니다. 수리 또는 대체는 기능적으로 상응하는 신제품 또는 재생 제품, 부대용품 및/또는 부속품을 사용할 수 있습니다. 소매업자나 HTC는 양호한 상태의 수리나 대체된 제품 또는 부대용품을 귀하에게 회송합니다. 본 제한 보증서 조건에 따라 대체한 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 최초 보증 기간의 남은 시간 동안 또는 수리 또는 교체 일로부터 3 개월 동안 계속 보증되어야 하며, 어느 것이든 더 길다.

서비스를 위해 유닛을 반환하기 전, 데이터를 반드시 백업하고 비밀번호, 소유 또는 개인 정보 및/또는 해당 경우, 제품의 이동 가능 메모리를 제거합니다. HTC는 어떠한 프로그램, 데이터, 이미지, 개인 정보 또는 이동 가능 저장 미디어의 손상이나 손실에 책임이 없습니다. 정상적 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 제한 보증서 상 구매 대상이 되기 위하여 해당 보증 기간 동안 감지한 오작동을 반드시 통보받아야 합니다. 위 절차를 따라 이를 요청받는 경우를 제외하고, HTC에 직접적으로 제품 또는 부대용품을 배송하지 말아야 합니다. 보증 서비스를 위하여 제품 또는 부대용품을 반환할 필요가 있는 경우, 위 절차를 반드시 따릅니다.

책임 부인 및 기타 보증 및 권리의 제한

법률이 허용하는 범위까지, 본 제한 보증 및 제시된 구매 수단은 배타적이며, 구두, 서면, 법정, 명시 또는 묵시적 여부에 관계없이 일체의 다른 보증, 구매 및 조건을 대신합니다. HTC는 일체의 법적 묵시적 보증을 부인하며, 이는 제한 없이 상품성과 특정 목적에 대한 적합성 보증 및 숨겨지거나 잠재적 결함 관련 보증을 포함하여, 법률이 허용하는 범위까지입니다. 보증을 부인할 수 없는 한에서, HTC는 그 보증 기간 및 구매 방법을 본 제한 보증 기간과 HTC가 선택하는 본론에 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 손실이나 손해에 책임을 지지 않으며, 이는 일실 이익 또는 상업 손실, 영업정지, 사업 정보 손실, 데이터 손실, 사생활 보호 손실 또는 기밀 손실을 포함하나 이에 한정되지 않습니다. 전술한 바에도 불구하고 구매 수단이 필수 목적 달성에 실패한 경우, 본 제한 보증서 규정 상 HTC 및 공급자의 전체 책임은 법률이 허용하는 범위에서, 제품 및 부대용품 관련 소비자가 지 못한 실제 금액으로 제한됩니다. 그 배제는 법률이 허용하는 범위에서, HTC가 해당 손해 가능성을 조인 받은 경우에도 적용됩니다.

본격

통지; 비공식적 분쟁 조정. 귀하와 HTC 는 각 당사자가 타 당사자에 본 제한 보증서나 제품 또는 부대용품의 판매, 조건, 사용 또는 실행 관련 발생하는 모든 일체의 분쟁이나 청구 (집합적으로, "분쟁")를 발생일 최소 30일 이내 서면 통지하여, 당사자가 비공식적으로 분쟁을 성실하게 해결하도록 하는 데 동의합니다. HTC에 대한 통지는 이하 주소로 송달합니다: No. 88, Section 3, ZhongXing Road, Xindian District, New Taipei City 231, 대만. 귀하의 통지는 다음을 반드시 포함해야 합니다; (a) 성명, 우편 주소, 전화번호, HTC 계정에 사용하거나 사용했던 이메일 주소 또는 이와 다르거나 HTC 계정이 없는 경우 연락 가능한 이메일 주소, (b) 해당 일련번호와 함께 HTC 사비로 제품 또는 부대용품, 명확한 구매일자 정보를 포함한 구매 증서, 분쟁 성격이나 근거의 합리적 세부 사항 기술 및 (c) 청구는 특정 구매. 본사의 통지는, 사용자 가능한 경우, 귀하의 HTC 계정에 사용하거나 사용했던 이메일 주소로 송달하며, 이는 다음을

포함합니다; (a) 본사명, 우편 주소, 전화번호 및 분쟁 관련 연락 이메일, (b) 분쟁 성격이나 근거의 합리적 세부 사항 기술 및 (c) 청하는 특정 구제. 귀하와 HTC가 해당 당사자의 통지 수령 후 30일 이내에 분쟁 해결 방법에 동의하지 않는 경우, 한 당사자가 적합하게 본 제한 보증서에 따라 법적 소송을 개시합니다. 의심의 여지를 없애기 위하여, 어떤 한 당사자가 본 섹션을 준수하지 않은 것은 상대방의 법정 기소권 행사를 방해하지 않습니다.

일반 규정

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

宏達國際電子股份有限公司 VIVE MARS CAMTRACK 產品有限保固書

繁體

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。

繁體中文請參閱保固卡網址 www.vive.com/hk/warranty, www.vive.com/tw/warranty

宏达国际电子股份有限公司 VIVE MARS CAMTRACK 产品有限质保书

简体

请仔细阅读本有限质保声明，以了解您的权利及义务。

使用您所购之 HTC 产品或配件，代表您同意本有限质保声明的约定。

简体中文请参阅有限质保声明网址 www.vive.com/cn/warranty

การรับประกันแบบจำกัดของ HTC VIVE MARS CAMTRACK

ประเทศไทย

โปรดอ่านข้อมูลการรับประกันแบบจำกัดอย่างละเอียด เพื่อทำความเข้าใจเกี่ยวกับสิทธิและข้อจำกัดของคุณ

โดยการซื้อผลิตภัณฑ์หรืออุปกรณ์เสริม HTC ของคุณ ถือว่าคุณเห็นด้วยกับการรับประกันแบบจำกัด

การรับประกันนี้แตกต่างจากสิทธิตามกฎหมายว่าด้วยการคุ้มครองผู้บริโภคที่มีผลบังคับใช้สำหรับคุณ โดยมีวัตถุประสงค์เพื่อให้สิทธิแก่คุณโดยเฉพาะ และในกรณีที่มีสิทธิเพิ่มเติมภายในขอบเขตที่ได้รับอนุญาตภายใต้กฎหมาย และไม่ได้รับวัตถุประสงค์เพื่อแทนที่หรือให้แทนสิทธิตามกฎหมายเหล่านี้ ก่อนที่ คุณจะ ใช้ สิทธิ ภายใน ข้อ การ รับ ประ กัน นี้ คุณ ควร ทำ ความ ค้น เค้น กับ สิทธิ ตาม กฎ หมาย ของ คุณ เนื่องจากคุณสามารถเลือกใช้สิทธิเหล่านี้แทนการเรียกร้องภายใต้การรับประกันนี้

คำจำกัดความ

มีการกำหนดใช้คำจำกัดความดังต่อไปนี้สำหรับการรับประกันแบบจำกัด:

- “ผลิตภัณฑ์” หมายถึง HTC VIVE Mars Camtrack ซึ่งเป็นระบบเรียลลิตี้แบบเสมือนที่มาพร้อมอุปกรณ์เมื่อซื้อจากตัวแทนจำหน่ายที่ผ่านการรับรอง และประกอบด้วยจอแสดงผลที่ติดตั้งเข้ากับศีรษะ Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
- “อุปกรณ์เสริม” หรือ “อุปกรณ์เสริมต่างๆ” หมายถึง ส่วนประกอบเสริมที่ติดตั้งเข้ากับผลิตภัณฑ์เพื่อจำหน่าย และรวมไว้กับอุปกรณ์ ซึ่งประกอบด้วยสายเคเบิล Mars CamTrack, USB cable, และอะแดปเตอร์ไฟ (Power Adapter) โดยเป็นอุปกรณ์ที่ผลิตโดยหรือสำหรับ HTC และมีการซื้อจากตัวแทนจำหน่ายที่ผ่านการรับรอง และมีการแสดงเครื่องหมายการค้า “HTC” หรือ “VIVE” ชื่อทางการค้า หรือโลโก้ไว้ที่ส่วนประกอบเพื่อแสดงว่าเป็นสินค้าของแท้
- “ระยะเวลาการรับประกัน” หมายถึงสิบสอง (12) เดือนนับจากวันที่คุณซื้อหรือรับมอบผลิตภัณฑ์จากผู้ค้าปลีกที่ได้รับอนุญาตสำหรับ “ผลิตภัณฑ์” และ “อุปกรณ์เสริม”
- “คุณ” หรือ “ของคุณ” หมายถึงผู้ซื้อดั้งเดิมจากตัวแทนจำหน่าย และ/หรือผู้ใช้ปลายทางดั้งเดิมของผลิตภัณฑ์
- “สถานะการใช้งานที่ปกติ” หมายถึง ผู้ใช้ปลายทางใช้งานอุปกรณ์ภายใต้สถานะทั่วไปในไปตามคำแนะนำ วิธีการ และลำดับขั้นตอน ซึ่งมีการแสดงไว้ในคู่มือผู้ใช้ (ซึ่งที่แสดงไว้ด้านล่าง) ซึ่งมาพร้อมผลิตภัณฑ์หรืออุปกรณ์เสริม หรือที่มีการให้บริการทางออนไลน์
- “คู่มือผู้ใช้” หมายถึงเอกสารคำแนะนำสำหรับผู้ใช้และแนวทางการใช้งานอย่างปลอดภัย ซึ่งมาพร้อมผลิตภัณฑ์หรืออุปกรณ์เสริม หรือที่มีการตีพิมพ์ไว้ทางออนไลน์

ใครเป็นผู้ให้บริการการรับประกันแบบจำกัดนี้

ผู้ให้บริการการรับประกันแบบจำกัดสำหรับคุณคือ HTC Corporation ซึ่งมีสถานที่ตั้งอยู่ที่ No. 23, Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan (“HTC”)

การรับประกันแบบจำกัดนี้จะมีขอบข่ายครอบคลุมส่วนใดบ้าง

ในระหว่างระยะเวลาการรับประกัน HTC จะรับประกันว่า ผลิตภัณฑ์หรืออุปกรณ์เสริมจะสามารถทำงานได้เป็นอย่างดี โดยไม่มีภาระใช้งานภายใต้สภาวะการใช้งานที่ปกติตามที่แสดงไว้ในเอกสารคำแนะนำสำหรับผู้ใช้งานที่มาร่วมผลิตภัณฑ์หรือผลิตภัณฑ์ หรือที่มีการตีพิมพ์ไว้ทางออนไลน์

การรับประกันแบบจำกัดนี้จะมีผลบังคับใช้เฉพาะสำหรับคุณเท่านั้น และไม่สามารถจำหน่าย มอบหมาย ถ่ายโอน หรือให้แก่ผู้ซื้อต่อ หรือผู้ครอบครองผลิตภัณฑ์หรือผลิตภัณฑ์ หรือผู้อื่น ไม่ว่าจะทั้งหมดหรือเพียงบางส่วน

ภูมิภาค

การรับประกันแบบจำกัดนี้มีผลบังคับใช้เฉพาะสำหรับผลิตภัณฑ์หรืออุปกรณ์เสริมที่ HTC ให้บริการจำหน่ายและมีการซื้อในประเทศไทยเท่านั้น สามารถส่งคืนผลิตภัณฑ์หรืออุปกรณ์เสริมเพื่อรับการซ่อมแซมภายใต้การรับประกันแบบจำกัดนี้เฉพาะในประเทศไทยที่มีการซื้อผลิตภัณฑ์นี้มา ความพร้อมในการให้บริการและระยะเวลาการตอบสนองภายใต้การรับประกันนี้ จะแตกต่างกันไปตามแต่ละประเทศ คุณยอมรับว่ากฎหมายการส่งออกเฉพาะและข้อบังคับอาจมีผลบังคับใช้สำหรับคุณ โดยขึ้นอยู่กับประเทศที่คุณพำนักอาศัย และคุณเห็นด้วยที่จะปฏิบัติตามกฎหมายและข้อบังคับทั้งหมดในกรณีที่คุณส่งออกผลิตภัณฑ์หรืออุปกรณ์เสริมของผลิตภัณฑ์ดังกล่าว

รายการใดที่ไม่ครอบคลุมในการรับประกันแบบจำกัดนี้

การรับประกันแบบจำกัดนี้จะไม่ครอบคลุมใช้กับรายการอื่นๆ นอกเหนือจากผลิตภัณฑ์หรืออุปกรณ์เสริมเท่านั้น ดังนั้นจึงไม่มีผลบังคับใช้ต่ออุปกรณ์หรือซอฟต์แวร์ใดๆ ที่ไม่ใช่ของ HTC ไม่ว่าจะได้รับการพัฒนาโดย HTC หรือจากบุคคลที่สามก็ตาม แม้ว่าเราจะสามารถส่งรายละเอียดข้อจำกัดไว้ชัดเจนว่า สำหรับใช้กับผลิตภัณฑ์ของคุณ ผู้ผลิตบุคคลที่สาม ซัพพลายเออร์ หรือผู้ตีพิมพ์อาจให้บริการรับประกันสำหรับผลิตภัณฑ์ของพวกเขา และคุณสามารถติดต่อเพื่อขอรับบริการจากพวกเขาได้โดยตรง แม้จะมีส่วนเกี่ยวข้องกับผลิตภัณฑ์หรืออุปกรณ์เสริมที่คุณซื้อไว้ การรับประกันแบบจำกัดนี้จะไม่ผลบังคับใช้:

1. หากหมายเลขประจำผลิตภัณฑ์หรืออุปกรณ์เสริม รหัสสินค้า เครื่องหมายบ่งชี้ยานพาหนะหรือชื่อรับประกัน (ฉลากที่ระบุความเป็นโมเซ) ถูกดึงออก ลบ เปลี่ยนรูปลักษณะ หรือเปลี่ยนแปลง หรือไม่สามารถอ่านได้
2. หากรูปลักษณะของผลิตภัณฑ์หรืออุปกรณ์เสริมเนื่องจากการศึกษาหรือการทดลองและการใช้และการใช้ซ้ำ เช่น : เชือกเส้นเล็ก(Lanyard), แบตเตอรี่อัลคาไลน์ขนาด AA (AA alkaline battery), ทำความสะอาดผ้า(Clean cloth) หรือสารเคลือบผิวเพื่อป้องกัน ซึ่งอาจมีหลุดลอกหรือเสื่อมสภาพไปตามกาลเวลา นอกเสียจากว่า ความผิดปกตินั้นจะเกิดขึ้นเนื่องจากการทำงานผิดปกติ
4. หากมีการทำงานผิดปกติที่เกิดจากแบตเตอรี่ หากคุณหรือบุคคลอื่นมีการติดตั้งไว้อย่างผิดๆ ไม่ถูกต้อง หากใช้แบตเตอรี่แบบเตอรี่หรือเซลล์แบตเตอรี่มีการติดตั้งหรือการส่งมอบไม่ถูกต้อง หรือมีการใช้ไม่ถูกต้องเนื่องมาจากที่ระบุไว้
5. หากมีการทำงานผิดปกติที่เกิดจากไฟกระชากหรือปัญหาอื่นๆ เกี่ยวกับกระแสไฟฟ้าที่ไม่ใช่ความผิดปกติของผลิตภัณฑ์หรืออุปกรณ์เสริม
6. หากไม่สามารถใช้งานได้ตามที่แสดงไว้ในคู่มือผู้ใช้ หรือไม่อยู่ภายใต้สภาวะการใช้งานที่ปกติ
7. หากมีการใช้งานอย่างไม่ระวัง ใช้กลางแจ้ง สัมผัสกับของเหลว ได้รับความชื้น หรือความร้อนหรือสภาพแวดล้อมที่รุนแรง หรือมีการเปลี่ยนแปลงอย่างรวดเร็วในสภาวะดังกล่าว มีการกดกรอน หรือเกิดออกซิเดชัน
8. หากมีการใช้เพื่อจุดประสงค์ทางการค้า เนื่องจากผลิตภัณฑ์นี้สำหรับใช้เพื่อวัตถุประสงค์ด้านความบันเทิงส่วนบุคคลเท่านั้น
9. หากมีการแก้ไขหรือเชื่อมต่อโดยไม่ได้รับอนุญาต หรือมีการเปิดผลิตภัณฑ์โดยไม่ได้รับอนุญาต มีการซ่อมแซมโดยใช้ชิ้นส่วนอะไหล่ที่ไม่ได้รับอนุญาต หรือมีการซ่อมแซมโดยบุคคลหรือสถานที่ที่ไม่ได้รับอนุญาต
10. หากเกิดอุบัติเหตุ อุบัติภัยทางธรรมชาติ หรือการดำเนินการอื่นๆ ที่อยู่นอกเหนือการควบคุมอย่างสมเหตุสมผลของ HTC (รวมถึงแต่ไม่จำกัดเฉพาะข้อมอบรองในชิ้นส่วนที่ใช้แล้วทิ้ง) เว้นแต่ว่า ความบกพร่องนั้นเกิดจากการทำงานผิดพลาดโดยตรง
11. หากเกิดความเสียหายที่หน้าพื้นผิวของผลิตภัณฑ์หรืออุปกรณ์เสริม รวมถึงหน้าจอหรือเลนส์ด้วย
12. สำหรับคอมพิวเตอร์หรือผลิตภัณฑ์อื่นๆ ซึ่งผลิตภัณฑ์ที่มีการเชื่อมต่อไว้ HTC ไม่รับประกันว่า ผลิตภัณฑ์หรืออุปกรณ์เสริมจะทำงานโดยไม่ข้อผิดพลาดหรือปราศจากความผิดปกติโดยสิ้นเชิง
13. เมื่อมีการไหลของซอฟต์แวร์เข้าในผลิตภัณฑ์ รวมถึง แต่ไม่จำกัดเฉพาะระบบปฏิบัติการ และ/หรือเฟิร์มแวร์ จะต้องได้รับการอัปเดตหากมีการไหลอัปเดตดังกล่าวโดยตัวคุณเอง
14. สำหรับผลิตภัณฑ์ใดๆ ซึ่งมีการเปลี่ยนแปลงระบบปฏิบัติการและ/หรือเฟิร์มแวร์ รวมถึงพยายามที่จะเปลี่ยนแปลงระบบปฏิบัติการ แต่ล้มเหลวโดยไม่คำนึงว่า การเปลี่ยนแปลงนั้นจะได้รับการอนุญาต อนุมัติ หรือรับรองจาก HTC หรือไม่ก็ตาม หรือ
15. การทำงานผิดพลาดที่เกิดจากการถอดปลั๊กสายไฟออกจากหรือปิดเครื่องผลิตภัณฑ์หรือคอมพิวเตอร์ของคุณในระหว่างการอัปเดตเฟิร์มแวร์
16. การทำงานที่ผิดปกติซึ่งเป็นสาเหตุมาจากการใช้ผลิตภัณฑ์หรืออุปกรณ์เสริมด้วยกับหรือมีการเชื่อมต่อผลิตภัณฑ์เข้ากับอุปกรณ์เสริมที่ไม่ได้รับการอนุมัติหรือให้บริการโดย HTC หรือมีการใช้งานนอกเหนือจากการใช้งานที่ระบุไว้ และซึ่งความชำรุดเสียหายนั้นไม่ได้เกิดขึ้นจากความผิดปกติของผลิตภัณฑ์ การใช้อุปกรณ์เสริมที่ไม่ใช่ของ HTC อาจทำให้การรับประกันแบบจำกัดนี้เป็นโมฆะได้

ขั้นตอนขอรับบริการรับประกันนี้ได้อย่างไร

ในกรณีที่ผลิตภัณฑ์หรืออุปกรณ์เสริมทำงานผิดปกติ คุณสามารถดำเนินการดังต่อไปนี้:

1. อ้างอิงคู่มือผู้ใช้และ/หรือข้อมูลที่มีแสดงไว้ที่ www.vive.com/sea/support เพื่อตรวจสอบและแก้ไขปัญหา หมายเหตุ การเปิดผลิตภัณฑ์หรืออุปกรณ์เสริม อาจเป็นสาเหตุให้เกิดความเสียหายได้ ซึ่งจะไม่ครอบคลุมภายใต้ขอบเขตของการรับประกันแบบจำกัดนี้
2. หากไม่สามารถแก้ไขปัญหาตามที่แสดงไว้ในคู่มือผู้ใช้ และ/หรือตามข้อมูลที่แสดงไว้ใน www.vive.com โปรดติดต่อตัวแทนจำหน่ายที่คุณซื้อผลิตภัณฑ์หรืออุปกรณ์เสริมมา หรือเข้าไปที่ www.vive.com/sea/support/ เพื่อดูข้อมูลเพิ่มเติมเกี่ยวกับวิธีการติดต่อฝ่ายคุณลูกค้าของ HTC เพื่อขอความช่วยเหลือ เฉพาะ HTC หรือศูนย์บริการที่ผ่านการรับรองจาก HTC เท่านั้นที่จะสามารถให้การบริการเกี่ยวกับผลิตภัณฑ์หรืออุปกรณ์เสริมได้
3. เมื่อคุณติดต่อตัวแทนจำหน่ายหรือ HTC ตรวจสอบให้แน่ใจว่า คู่มือการเตรียมข้อมูลดังต่อไปนี้ไว้พร้อมแล้ว:
 - a. หมายเลขรุ่นและหมายเลขลำดับประจำผลิตภัณฑ์หรืออุปกรณ์เสริม
 - b. ที่อยู่และข้อมูลติดต่อของคุณ
 - c. สำเนาใบแจ้งหนี้ฉบับเดิม ใบเสร็จรับเงิน หรือใบเสร็จการขอขายสำหรับการซื้อผลิตภัณฑ์ของคุณจะต้องแสดงหลักฐานการซื้อผลิตภัณฑ์เมื่อคุณต้องการขอรับบริการรับประกันแบบจำกัดนี้

เมื่อดำเนินการขั้นตอนเหล่านี้เสร็จสมบูรณ์แล้ว HTC จะแจ้งรายละเอียดให้คุณทราบเกี่ยวกับวิธีการและเวลาในการส่งคืนผลิตภัณฑ์หรืออุปกรณ์เสริมของคุณจะเป็นผู้รับผิดชอบค่าใช้จ่ายที่อาจเกิดขึ้นในการส่งคืนผลิตภัณฑ์หรืออุปกรณ์เสริมกลับมายัง HTC

หากคุณส่งคืนผลิตภัณฑ์หรืออุปกรณ์เสริมในระหว่างช่วงระยะเวลาการรับประกัน และอยู่ภายใต้เงื่อนไขของการรับประกันแบบจำกัด HTC

यह परिसीमित वारंटी उत्पाद या एक्सेसरी के अलावा किसी अन्य हार्डवेयर या सॉफ्टवेयर पर लागू नहीं होगी। इसलिए यह किसी भी गैर-एचटीसी उपकरण या किसी भी सॉफ्टवेयर वाले हार्डवेयर या एक्सेसरी या तीसरे पक्ष द्वारा विकसित किया गया हो, भले ही वह आपके द्वारा खरीदने से पहले उत्पाद या एक्सेसरी के साथ पैक या इन्स्टाल क्यों न किया गया हो पर लागू नहीं होती। तीसरे पक्ष के निर्माता, आपूर्तिकर्ता या प्रकाशक अपने स्वयं के उत्पादों के लिए वारंटी प्रदान कर सकते हैं और सेवा के लिए सीधे उनसे संपर्क कर सकते हैं।

आपके द्वारा खरीदे गए उत्पाद या एक्सेसरी का जहां तक संबंध है, यह परिसीमित वारंटी लागू नहीं होगी :

- यदि उत्पाद या एक्सेसरी के सीरियल नंबर अमान्य) पानी सूचक या वारंटी सील ,तारीख कोड ,लेबल बदल ,विरूपित हो गया है ,मिट गया है ,हटा दिया गया है (,दिया गया है या अपठनीय है
- सामान्य टूट,फूट के कारण उत्पाद या एक्सेसरी की कॉस्मेटिक उपस्थिति में किसी भी गिरावट के लिए-
- जब तक कि विकलता खराबी के कारण न हुई हो उपभोग्य सामग्री, जैसे : हाथ का पट्टा (Lanyard), ए.ए. क्षारीय बैटरी (AA alkaline battery), साफ कपड़े (Clean cloth) या सुरक्षात्मक कोटिंग जिसके समय के साथ कम होने की संभावना है, के लिए;
- यदि आपके या किसी अन्य के द्वारा बैटरी गलत तरीके से लगा दी गई है ,यदि बैटरी के आवरण की सील या सेल टूटा हो या छेड़छाड़ के सबूत दिखाई देते हों या यदि जिसके लिए यह निर्दिष्ट की गई है उससे अलग उपकरण में इस्तेमाल करने पर खराबी की वजह के लिए;
- बिजली के तेज प्रवाह या विद्युत धारा की अन्य समस्याएं जो उत्पाद या एक्सेसरी की गलती नहीं है की वजह से या उत्पाद या एक्सेसरी को विद्युत विनिर्देश के अलग एक बिजली के आउटलेट में एलग करने पर खराबी के लिए;
- उपयोगकर्ता पुस्तिका के अनुसार या सामान्य उपयोग की शर्तों के तहत उपयोग नहीं करने के लिए ;
- संभालने के बेदुनी तरीके ,पानी या अत्यधिक गर्म या वातावरण की स्थिति में छोड़ने या इस तरह की स्थिति में तेजी से परिवर्तन ,जंग ,या ऑक्सीकरण के लिए;
- वाणिज्यिक प्रयोजनों के लिए उपयोग ,क्योंकि उत्पाद केवल निजी मनोरंजन के प्रयोजनों के लिए है;
- अनधिकृत संशोधन या कनेक्शन ,अनधिकृत तरीके से खोलना ,अनधिकृत स्पेयर पार्ट के उपयोग द्वारा ,या अनधिकृत व्यक्ति द्वारा या स्थान पर मरम्मत के लिए ;
- दुर्घटनाओं ,प्रकृति की शक्तियों ,या एचटीसी के नियंत्रण से परे) लेकिन उपभोग्य भागों में कमियों के लिए सीमित नहीं सहित (जब तक कि दोष प्रत्यक्ष एक खराबी की वजह से नहीं हुआ हो के लिए;
- उत्पाद या एक्सेसरी की सतह पर शारीरिक क्षति ,सतह पर दरार या खरोंच सहित लेकिन सीमित नहीं ,किसी भी स्क्रीन या लेंस सहित, के लिए;
- किसी भी कंप्यूटर ,ब्लूटूथ या वायरलेस कनेक्शन डिवाइस या अन्य उत्पाद के लिए जिससे उत्पाद कनेक्ट हो सकता है .एचटीसी आश्वासन नहीं देता कि उत्पाद या एक्सेसरी का संचालन निर्बंध या त्रुटि मुक्त हो जाएगा;
- ऑपरेटिंग सिस्टम जहां उत्पाद पर सॉफ्टवेयर भंग गया है सहित लेकिन सीमित नहीं ,यदि इस तरह के अपडेट आपके द्वारा लोड किए जा सकते हैं तो अपग्रेड करने की जरूरत है;
- एचटीसी द्वारा इस प्रकार के संशोधन अधिकृत हैं ,सवीकृत हैं या अनुमोदित हैं की परवाह किए बिना कोई भी उत्पाद जिसके अंदर ऑपरेटिंग सिस्टम बदल दिया गया है ,ऑपरेटिंग सिस्टम को बदलने के किसी भी विफल प्रयास सहित, के लिए ,या
- किसी भी केबल को अनप्लग करने या अन्याय किसी भी फर्मवेयर अद्यतन के दौरान उत्पाद;या आपके कंप्यूटर को बंद करने की वजह से खराबी ,
- उत्पाद या एक्सेसरी के उपयोग की वजह से खराबी ,या उत्पाद को ऐसी एक्सेसरी से जोड़ना जो एचटीसी द्वारा प्रदान या मंजूर नहीं की गई है या इसको इस तरीके से उत्पाद करना जिसके लिए यह अभिमत नहीं है और जहां ऐसी खराबी जो स्वयं उत्पाद का दोष नहीं है के लिए ,कई कंपनियों एक्सेसरीज बेचती हैं जैसे आंतरिक या बाह्य बैटरी ,रैपिड चार्जर ,या सिग्नल बूस्टर जो एचटीसी एक्सेसरीज की तरह लग सकते हैं और/या एचटीसी की विशिष्टताओं को पूरा करने या उससे बेहतर होने का दावा करते हैं। गैर-एचटीसी एक्सेसरी के उपयोग से यह सीमित वारंटी अमान्य हो सकती है।

क्षेत्र

यह परिसीमित वारंटी केवल भारत में वैध और लागू है जिस देश में उत्पाद या एक्सेसरी को बेचने का इरादा है। वारंटी सेवा की उपलब्धता और प्रतिक्रिया समय अलग-अलग देशों के लिए भिन्न हो सकता।

मैं वारंटी सेवा कैसे प्राप्त कर सकता हूँ ?

उत्पाद या एक्सेसरी में कथित खराबी की घटना में ,आपको इस परिसीमित वारंटी सेवा के अधीन वारंटी सेवा प्राप्त करने के लिए निम्नलिखित कार्रवाई करनी चाहिए:

- समस्या की पहचान और समाधान के लिए उपयोगकर्ता पत्रिका और/या www.vive.com पर उपलब्ध संसाधनों का संदर्भ लें।
- यदि उपयोगकर्ता पुस्तिका या www.vive.com/sea/support पर उपलब्ध संसाधनों के संदर्भ द्वारा समस्या का समाधान नहीं होता तो ,एचटीसी संपर्क केंद्र से सहायता प्राप्त करें। केवल एचटीसी या एचटीसी का अधिकृत सर्विस सेंटर ही उत्पाद या एक्सेसरी पर वारंटी सेवा क्रियान्वित कर सकता है। कृपया ध्यान दें कि किसी भी कारण से उत्पाद या एक्सेसरी को अलग करना नुकसान का कारण बन सकता है जिसे परिसीमित वारंटी के तहत कवर नहीं किया जा सकता।
- जब आप रिटेलर या एचटीसी से संपर्क करें ,कृपया निम्नलिखित जानकारी का उपलब्ध होना सुनिश्चित करें:
 - उत्पाद या एक्सेसरी का मॉडल और सीरियल नंबर।
 - आपका पूरा पता और संपर्क की जानकारी।
 - सी ,मूल बिल ,उत्पाद या एक्सेसरी की खरीद का 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 चरणों को पूरा करने पर ,उत्पाद या एक्सेसरी को कैसे 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 पूर्ण एचटीसी की संपत्ति बन जाता है।

यदि एचटीसी उत्पाद की मरम्मत करती या बदलती है तो मरम्मत किया गया या बदला गया उत्पाद मूल वारंटी 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 पछुने की बजाय ,एचटीसी अपने परिसीमित वारंटी दागित्वों को पूरा करने के लिए उपयोगकर्ता द्वारा खुद लगाए जा सकने वाले पार्स 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 संग्रहीत डेटा सहित उत्पाद की सामग्री के मिटने की संभावना है। एचटीसी के स्वविके पर ,उत्पाद या एक्सेसरी आपको या तो मूल कन्फिगरेशन में या नवीनतम उपलब्ध सॉफ्टवेयर के लिए अपडेट के रूप में लौटाई जा सकती है।

एक्सेसरी का 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 सिन्हुआ रोड ,ताओयुआन जिला ,ताओयुआन शहर ,330 ,ताइवान के पास भेजना होगा। मध्यस्थता के समझौते से बाहर निकलने के विकल्प के नोटिस का कोई अन्य रूप प्रभावी नहीं होगा। यदि आप मध्यस्थता 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 अपनी पसंद के संदर्भ के बिना लागू किया जाएगा।
- 2.पृथक्करणियता :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।

HTC VIVE MARS CAMTRACK PRODUKT - 2 JAHRE EINGESCHRÄNKTE GARANTIE

Deutschland

Bitte machen Sie sich gründlich mit dieser eingeschränkten Garantie sowie den damit verbundenen Rechten und Verpflichtungen vertraut. Durch die Nutzung Ihres HTC-Produkts nebst Zubehör stimmen Sie der eingeschränkten Garantie zu. Wir empfehlen, diese eingeschränkte Garantie zu akzeptieren, wenn Sie Ihr HTC-Produkt nutzen möchten.
Diese Garantie berührt nicht Ihre gesetzlichen Kundenschutzrechte gegenüber dem Verkäufer Ihres HTC-Produkts. Die Garantie räumt Ihnen spezifische, gegebenenfalls auch zusätzliche Rechte innerhalb des gesetzlich zulässigen Rahmens ein und ist nicht dazu gedacht, Ihre gesetzlichen Rechte zu ersetzen. Bevor Sie Ihre Rechte im Rahmen dieser Garantie wahrnehmen, sollten Sie sich mit Ihren gesetzlichen Rechten vertraut machen, da diese unter Umständen vorteilhafter als Ihre Ansprüche gemäß dieser Garantie für Sie sein können.

DEFINITIONEN

Folgende Definitionen gelten bei dieser eingeschränkten Garantie:

1. Der Begriff „**Produkt**“ bezeichnet das VIVE Mars CamTrack Virtual-Reality-System in der Verpackung zum Zeitpunkt des Erstkaufs bei einem autorisierten Händler. Das System besteht aus Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
2. Der Begriff „**Zubehör**“ bezeichnet jegliche sekundären Komponenten, die zum Zeitpunkt des Kaufs mit dem Produkt geliefert wurden und im Lieferumfang enthalten waren. Zu diesen Komponenten zählen: Mars CamTrack-Kabel, USB cable, Ladegerät (Power adapter), sofern diese Komponenten von HTC produziert und bei einem autorisierten Händler erworben wurden. Diese Komponenten lassen sich am „HTC-Markenzeichen“ oder „VIVE-Markenzeichen“, Handelsnamen oder Logo an der Komponente identifizieren.
3. Die „**Garantiezeit**“ bedeutet vierundzwanzig (24) Monate ab dem Datum, an dem Sie die Lieferung des Produkts von einem autorisierten Händler für das "Produkt" gekauft oder erhalten haben. Und zwölf (12) Monate ab dem Datum, an dem Sie die Lieferung des Produkts von einem autorisierten Händler für "Zubehör" gekauft oder erhalten haben.
4. Der Begriff „**Sie**“ bezieht sich auf den Erstkäufer und/oder den Erstanwender des Produktes.
5. „**Normale Nutzungsbedingungen**“ bezeichnen die übliche Nutzung im Haushalt Umfeld gemäß den Einstellungen, Methoden und Verfahren, die im „Benutzerhandbuch“ (wie nachstehend definiert) erläutert sind.
6. Die „**Benutzerhandbuch**“ bezeichnet Anleitungsmaterialien sowie Sicherheitshinweise, die mit dem Produkt oder Zubehör geliefert oder im Internet veröffentlicht werden.

WER BIETET IHNEN DIESE EINGESCHRÄNKTE GARANTIE?

Diese eingeschränkte Garantie wird Ihnen von der HTC Corporation, No. 23 Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan (kurz „HTC“) eingeräumt.

WAS DECKT DIESE EINGESCHRÄNKTE GARANTIE AB?

Für die **Garantiezeit** gewährleistet HTC, dass das Produkt oder Zubehör unter normalen Nutzungsbedingungen und unter Beachtung der mit dem Produkt oder Zubehör gelieferten oder online verfügbaren Dokumentationsmaterialien frei von Material- und Herstellungsfehlern sind.

Diese eingeschränkte Garantie gilt ausschließlich für Sie und kann weder gänzlich noch teilweise an nachfolgende Käufer oder Besitzer des Produkts oder Zubehörs sowie jegliche sonstige Personen verkauft, weitergegeben oder übertragen werden.

GEBIET

Diese eingeschränkte Garantie gilt ausschließlich für in Deutschland erworbene Produkte und in Deutschland erworbenes Zubehör. Ein Produkt oder Zubehör kann im Rahmen dieser eingeschränkten Garantie nur in dem Land zurückgegeben oder repariert werden, in dem es erworben wurde. Die Verfügbarkeit von Leistungen im Rahmen der Garantie sowie Reaktionszeiten können von Land zu Land unterschiedlich ausfallen.

Sie nehmen zur Kenntnis, dass je nach Ihrem Land bestimmte Exportgesetze und Exportregulierungen gelten können, und Sie bestätigen, sich an sämtliche solche Gesetze und Regulierungen zu halten, falls Sie Ihr Produkt oder Produktzubehör exportieren.

WAS DECKT DIESE EINGESCHRÄNKTE GARANTIE NICHT AB?

Diese eingeschränkte Garantie gilt ausschließlich für das Produkt bzw. Zubehör. Daher werden sämtliche nicht von HTC stammenden Geräte sowie sämtliche von HTC oder Dritten entwickelte Software nicht von dieser Garantie abgedeckt, auch wenn solche Geräte oder Software zur Nutzung mit dem Produkt vorgesehen oder zur Nutzung mit dem Produkt gekennzeichnet sind. Dritthersteller, Anbieter oder Distributoren bieten unter Umständen Garanties für ihre eigenen Produkte, Sie können sich direkt an diese Hersteller, Anbieter oder Distributoren wenden, wenn Sie Leistungen in Anspruch nehmen möchten. Selbst in Hinblick auf das von Ihnen erworbene Produkt, umfasst die eingeschränkte Garantie nicht:

1. sofern Seriennummer, Datumscode, Wasserzeichen oder Gewährleistungssiegel (Gültigkeitsetikett) entfernt, unkenntlich gemacht oder verändert wurden;
2. jegliche Veränderung des Produkts oder Zubehörs kosmetischer Art, verursacht durch regulären Verschleiß;
3. Verbrauchsteile wie: Trageband (Lanyard), AA Alkali Batterie (AA alkaline battery), Reinigungstuch (Clean cloth) oder Schutzlackierungen, die im Laufe der Zeit durch regulären Verschleiß an Qualität einbüßen, sofern ein Mangel nicht durch Fehlfunktionen verursacht wurde;
4. durch Batterien/Akkus verursachte Fehlfunktionen, wenn Batterien/Akkus durch Sie oder andere Personen nicht ordnungsgemäß installiert wurden, wenn Versiegelungen von Batterie-/Akkugehäusen beschädigt wurden oder diese Anzeichen von Manipulation aufweisen oder mit Geräten eingesetzt wurden, für die sie nicht bestimmt sind;
5. bei Fehlfunktionen durch elektrische Überspannungen und andere elektrische Unregelmäßigkeiten, die nicht durch das Produkt oder Zubehör verursacht wurden;
6. bei den Bestimmungen der Bedienungsanleitung zuwiderhandelndem Einsatz oder Einsatz abseits normaler Nutzungsbedingungen;

7. bei unsachgemäße Behandlung, Einsatz im Freien, Kontakt mit Flüssigkeiten, Kontakt mit Feuchtigkeit, Einsatz unter extremen Temperatur- oder Umweltbedingungen sowie Einsatz unter schnell wechselnden Temperatur- oder Umweltbedingungen, Korrosion oder Oxidation;
8. nicht autorisierte Modifikationen, Verbindungen sowie nicht autorisiertem Öffnen, Reparatur unter Einsatz nicht autorisierter Ersatzteile sowie Reparaturen durch nicht autorisierte Personen oder durch nicht autorisierte Stellen;
9. bei Unfällen, höherer Gewalt sowie sämtlichen sonstigen Vorkommnissen, die sich der Einflussnahme HTC's entziehen (einschließlich Mängeln von Verschleißteilen), sofern der Defekt nicht direkt durch eine Fehlfunktion verursacht wurde;
10. bei physischer Beschädigung der Oberfläche des Produkts oder Zubehörs einschließlich Rissen und Kratzern einschließlich jeglicher Bildschirme und Linsen;
11. bei Beschädigung durch einen Computer oder andere Produkten, mit denen das Produkt verbunden wird. HTC gewährleistet nicht, dass das Produkt oder Zubehör ohne Unterbrechungen oder Störungen betrieben werden kann;
12. wenn in das Produkt geladene Software einschließlich Betriebssystem und Firmware aktualisiert werden muss und solche Aktualisierungen durch Sie durchgeführt werden;
13. für jegliche Produkte, deren Betriebssystem und/oder Firmware verändert wurde, einschließlich jeglicher fehlgeschlagenen Versuche zur Veränderung des Betriebssystems;
14. fehlfunktionen, die dadurch verursacht werden, dass ein Kabel vom Produkt getrennt oder das Produkt ausgeschaltet oder der Computer während des Firmware-Updates ausgeschaltet wird;
15. bei Fehlfunktionen, die durch Einsatz des Produkts oder Zubehörs oder Verbindung des Produkts mit einem Zubehör verursacht wurde, das nicht von HTC, zugelassen oder zur Verfügung gestellt wurde, oder die durch den Einsatz absichts der bestimmungsgemäßen Verwendung entstanden und nicht durch das Produkt selbst verursacht wurde. Durch den Einsatz von HTC-fremdem Zubehör kann diese eingeschränkte garantie erlöschen.

WIE KANN ICH LEISTUNGEN IM RAHMEN DER GARANTIE WAHRNEHMEN?

Im Fall einer Fehlfunktion des Produkts oder Zubehörs gehen Sie bitte wie folgt vor:

1. Ziehen Sie die Bedienungsanleitung und unter www.vive.com/support/ zur Verfügung gestellte Ressourcen zur Eingrenzung und Korrektur des Problems zurate.
2. Falls das Problem nicht durch Einsatz der Bedienungsanleitung und der unter www.vive.com zur Verfügung gestellten Ressourcen behoben werden kann, sollten Sie sich an den Händler wenden, bei dem Sie das Produkt oder Zubehör erworben haben, Kontakt zu einem HTC-Servicecenter aufnehmen oder sich unter www.vive.com/support/ über weitere mögliche Schritte informieren. Ausschließlich HTC oder von HTC autorisierte Servicestellen dürfen Wartungsarbeiten am Produkt oder Zubehör ausführen.
3. Bitte achten Sie darauf, folgende Angaben zur Hand zu haben, wenn Sie sich an den Händler oder HTC wenden:
 - a. Modell- und Seriennummer des Produkts oder Zubehörs.
 - b. Ihre vollständige Anschrift sowie Kontaktinformationen.
 - c. Eine Kopie des Originalkaufbelegs des Produkts oder Zubehörs. Zur Wahrnehmung von jeglichen Leistungen im Rahmen dieser eingeschränkten Garantie müssen Sie einen gültigen Kaufbeleg vorlegen.

Nach Ausführung dieser Schritte informiert HTC Sie darüber, wie und wann das Produkt oder Zubehör retourniert werden soll. Wenn Sie das Produkt oder Zubehör im Rahmen der Garantiezeit retournieren und die Bedingungen dieser eingeschränkten Garanties zutreffen, wird das Produkt oder Zubehör seitens HTC oder einem autorisierten Vertreter nach eigenem Ermessen repariert oder ausgetauscht. Bei Reparatur und Austausch können funktionell gleichwertige aufbereitete Produkte und/oder Teile verwendet werden. Sie erhalten ein repariertes oder ausgetauschtes Produkt oder Zubehör in gutem, funktionsfähigem Zustand von Ihrem Händler oder HTC zurück. Jegliche Produkte, jegliches Zubehör sowie Teile oder Komponenten der Produkte oder des Zubehörs, die im Rahmen dieser eingeschränkten garantie ausgetauscht werden, gehen in das Eigentum von HTC über.

Bei Austausch oder Reparatur eines Produktes durch HTC gilt für das ausgetauschte oder reparierte Produkt die restliche Laufzeit der Original Garantie oder 3 Monate ab Reparatur- oder Austauschdatum; es gilt der jeweils längere Zeitraum.

Statt eines Austauschs des Produkts oder Zubehörs kann HTC zur Erfüllung der Pflichten im Rahmen der eingeschränkten garantie auch direkt Teile an Sie zustellen, die vom Anwender selbst ausgetauscht oder installiert werden können. Im Gegenzug stimmen Sie zu, ausgetauschte Teile auf Anfrage an HTC zurückzugeben. Eine Installation solcher Teile durch Sie stellt keine nicht autorisierte Modifikation oder Verbindung, keine nicht autorisierte Öffnung oder Reparatur im Rahmen dieser eingeschränkten garantie dar.

Um Leistungen im Rahmen der eingeschränkten garantie bereitstellen zu können, muss HTC über wahrgenommene Fehlfunktionen während der geltenden Garantiezeit informiert werden. Versenden Sie Ihr Produkt oder Zubehör nicht direkt an HTC, sofern Sie nicht ausdrücklich bei der Ausführung der obigen Schritte dazu aufgefordert werden. Bei der Rückgabe des Produkts oder Zubehörs zur Inanspruchnahme von Leistungen im Rahmen der garantie müssen die obigen Schritte eingehalten werden.

HAFTUNGSBESCHRÄNKUNG

Sofern nicht anderweitig in dieser garantie angegeben haftet HTC ausschließlich für Verluste oder Beschädigungen, die Ihnen durch eine Verletzung dieser eingeschränkten garantie durch HTC entstehen, sofern solche Verluste vorhersehbare Folgen einer solchen Verletzung darstellen. Wir haften nicht für indirekte Verluste, die als Nebenwirkung des hauptsächlichen Verlustes oder hauptsächlichen Schadens auftreten und nicht von Ihnen und HTC vorausgesehen werden können. Dazu zählen entgangener Gewinn oder Geschäftsverluste, Geschäftsunterbrechung, Verlust geschäftlicher Daten, Datenverluste, Privatsphären- und Geheimhaltungsverluste.

Die Haftungsbeschränkungen im vorherigen Absatz gelten nicht für die Haftung bei sträflich verursachten körperlichen Verletzungen sowie für jegliche gesetzliche Haftung, insbesondere für Haftung im Rahmen der deutschen Produkthaftungsbestimmungen. Die Haftungsbeschränkungen im vorherigen Absatz gelten ebenso nicht für Schäden, die vorsätzlich oder durch grobe Fahrlässigkeit verursacht wurden. Im Falle leichter Fahrlässigkeit beschränkt sich die Haftung seitens HTC und Zulieferer von HTC unter sämtlichen Bestimmungen dieser eingeschränkten garantie auf den tatsächlich vom Kunden für das betreffende Produkt oder Zubehör entrichteten Betrag.

ALLGEMEINE BESTIMMUNGEN

1. **Anwendbares Recht:** Diese eingeschränkte garantie unterliegt den Gesetzen des Landes, in dem das Produkt und/oder Zubehör erworben wurde. Den zuständigen Gerichten des jeweiligen Landes obliegt die exklusive Gerichtsbarkeit bezüglich dieser eingeschränkten garantie.
2. **Salvatorische Klausel:** Mit Ausnahme des zuvor Erwähnten gilt: Falls ein Teil dieser eingeschränkten garantie gerichtlich als ungültig oder nicht durchsetzbar erachtet wird, wirkt sich dies nicht auf die Gültigkeit und Durchsetzbarkeit jeglicher sonstigen Teile der eingeschränkten garantie aus.

2 AÑOS GARANTÍA LIMITADA DE HTC VIVE MARS CAMTRACK Producto

España

LEA ESTA GARANTÍA LIMITADA ATENTAMENTE PARA ENTENDER SUS DERECHOS Y OBLIGACIONES.

Esta garantía es distinta de cualquier derecho estatutario en virtud de las leyes de protección al consumidor obligatorias aplicables a usted Y que se describen a continuación. Está pensada para que le conceda derechos específicos y adicionales, dentro de los límites de lo permitido por la ley, y no pretende afectar, LIMITAR, reemplazar o sustituir estos derechos estatutarios. Antes de ejercer sus derechos bajo esta garantía, usted debe familiarizarse con sus derechos legales, ya que puede ser preferible para ejercer estos en lugar de hacer un RECLAMO en virtud de esta garantía.

DEFINICIONES

Las siguientes definiciones se aplican a esta garantía limitada:

1. “**Producto**” significa el sistema de realidad virtual Vive Mars CamTrack que se encuentra en la caja en el momento de la compra original a un distribuidor autorizado y que consta del dispositivo de Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
2. “**Accesorio**” o “**Accesorios**” significa otros componentes secundarios que se suministran con el producto en el momento de la venta y que se incluyen en la caja, entre los que se encuentran los: Cable de visor (Mars CamTrack cable), USB cable, Adaptador de corriente (Power adapter); siempre que haya sido fabricado por o para HTC y adquirido a un proveedor autorizado y se puede identificar mediante la marca comercial, el nombre de marca o el logotipo de “HTC” o “VIVE” incorporado al componente, si está presente, según se suministra originalmente.
3. “**Período de Garantía**” significa veinticuatro (24) meses a partir de la fecha en que compró o recibió la entrega del Producto de un Distribuidor autorizado para el “Producto”. Y doce (12) meses a partir de la fecha en que compró o recibió la entrega del Producto de un Detallista autorizado para “Accesorios”.
4. “**Usted**” o “**Su**” significa el comprador minorista original y/o el usuario final original del producto.
5. “**Condiciones normales de uso**” significa el uso del usuario final convencional en condiciones domésticas normales conforme a las instrucciones proporcionadas por el producto o accesorio.

¿QUIÉN OFRECE ESTA GARANTÍA LIMITADA?

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

¿QUÉ CUBRE ESTA GARANTÍA LIMITADA?

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

TERRITORIO

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

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

¿QUÉ NO CUBRE ESTA GARANTÍA LIMITADA?

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

INCLUSO RESPECTO AL PRODUCTO O ACCESORIO QUE COMPRÓ, ESTA GARANTÍA LIMITADA NO SE APLICARÁ:

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

¿CÓMO OBTENGO EL SERVICIO DE GARANTÍA?

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

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

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

Si devuelve el producto o accesorio durante el período de garantía y se cumplen los términos de esta garantía limitada, HTC o su agente autorizado lo reparará o reemplazará (lo que estime más oportuno). La reparación o sustitución puede implicar el uso de un producto y/o piezas reacondicionados con funcionalidad equivalente. El distribuidor o HTC le devolverán a usted el producto o accesorio reparado o de sustitución en buen estado de funcionamiento. Cualquier

producto, accesorio, o piezas o componentes del mismo que se reemplacen bajo los términos de esta garantía limitada pasarán a ser propiedad de HTC. Si HTC repara o reemplaza el producto, dicho producto seguirá estando garantizado durante el tiempo restante del período de garantía original o durante tres (3) meses a partir de la fecha de reparación o reemplazo, lo que sea más largo. En lugar de pedirle a usted que devuelva el producto o accesorio, HTC puede optar por proporcionarle directamente piezas instalables por el usuario para cumplir con sus obligaciones de garantía limitada. Usted, a su vez, se compromete a devolver las piezas sustituidas si así se lo solicita HTC. HTC debe recibir notificación de un mal funcionamiento percibido durante el período de garantía aplicable con el fin de que usted tenga derecho a cualquier recurso bajo la garantía limitada. No envíe su producto o accesorio directamente a HTC a menos que se le pida que lo haga cuando siga los pasos anteriores. Si necesita devolver el producto o accesorio para el servicio de garantía, se deben seguir los pasos anteriores.

DISPOSICIONES GENERALES

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

2 ANS GARANTIE LIMITÉE HTC VIVE MARS CAMTRACK PRODUIT

France

VEUILLEZ LIRE ATTENTIVEMENT LA PRÉSENTE GARANTIE LIMITÉE POUR COMPRENDRE VOS DROITS ET OBLIGATIONS.

EN UTILISANT VOTRE PRODUIT OU ACCESSOIRE HTC, VOUS ACCEPTEZ CETTE GARANTIE LIMITÉE GRATUITE.

CETTE GARANTIE EST DISTINCTE DES DROITS ET GARANTIES STATUTAIRES DANS LE CADRE DES RÈGLEMENTATIONS OBLIGATOIRES SUR LA PROTECTION DES CONSOMMATEURS VOUS ETANT APPLICABLES. ELLE EST DESTINÉE A VOUS OBTENIR DES DROITS SPÉCIFIQUES ET, LE CAS ÉCHEANT, SUPPLEMENTAIRES, DANS LES LIMITES DE CE QUE LA LOI AUTORISE, ET N'EST DESTINÉE NI A REMPLACER NI A SE SUBSTITUER A CES DROITS OU GARANTIES STATUTAIRES. AVANT D'EXERCER VOS DROITS DANS LE CADRE DE CETTE GARANTIE, VOUS DEVEZ PRENDRE CONNAISSANCE DE VOS DROITS ET GARANTIES STATUTAIRES TELS QUE SPÉCIFIÉS DANS CETTE GARANTIE, CAR IL PEUT ÊTRE PRÉFÉRABLE D'EXERCER CES DERNIERS PLUTÔT QUE D'EFFECTUER UNE RECLAMATION DANS LE CADRE DE LA PRÉSENTE GARANTIE.

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

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

DÉFINITIONS

Les définitions suivantes s'appliquent à cette Garantie limitée :

1. Le « **Produit** » désigne le système de réalité virtuelle Vive Mars CamTrack fourni dans l'emballage lors de l'achat initial auprès d'un détaillant agréé et qui comprend Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
2. L'« **Accessoire** » ou les « **Accessoires** » désignent le ou les autres composants secondaires fournis avec le Produit lors de la vente, inclus dans l'emballage et comprenant les Câble de casque (Mars CamTrack cable), USB cable, Adaptateur secteur (Power adapter); à conditions qu'ils soient fabriqués par ou pour HTC et achetés auprès d'un détaillant agréé et qu'ils puissent être identifiés par la marque commerciale, l'appellation commerciale ou le logo « HTC » ou « VIVE » apposés sur le composant, si initialement fournis.
3. La « **Fabricant Période de Garantie** » signifie vingt-quatre (24) mois à compter de la date à laquelle vous avez acheté ou reçu la livraison du Produit d'un Détaillant autorisé pour le « **Produit** ». Et douze (12) mois à compter de la date à laquelle vous avez acheté ou reçu la livraison du produit d'un détaillant autorisé pour les « **Accessoires** ».
4. « **Vous** » ou « **Votre** » désigne l'acheteur au détail initial et/ou l'utilisateur final initial du Produit.
5. Les « **Conditions Normales D'utilisation** » désignent une utilisation courante par l'utilisateur final dans des conditions domestiques normales en conformité avec les paramètres, les méthodes et les procédures prévus dans le « Manuel d'utilisation » (tel que défini ci-dessous).
6. « **Manuel D'utilisation** » signifie les « documents d'instructions de l'utilisateur » et le « guide de sécurité » emballés avec le produit ou l'accessoire ou publiés en ligne.

QUI PROPOSE CETTE GARANTIE LIMITÉE

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

QUE COUVRE CETTE GARANTIE LIMITÉE ?

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

TERRITOIRE

Cette Garantie limitée est valide et applicable uniquement pour les Produits ou Accessoires que HTC a mis en vente en France et qui ont été achetés en France. Un Produit ou un Accessoire peut être retourné pour réparation dans le cadre de cette Garantie limitée, uniquement dans le pays où il a été acheté.

QUE NE COUVRE PAS CETTE GARANTIE LIMITÉE ?

Cette Garantie limitée s'applique exclusivement au Produit ou à l'Accessoire. Elle ne s'applique donc pas aux équipements non-HTC ni aux logiciels quels qu'ils soient, développés par HTC ou une tierce partie, même s'ils sont destinés ou étiquetés comme pouvant être utilisés avec le Produit. Les fabricants, fournisseurs ou éditeurs tiers peuvent proposer des garanties pour leurs propres produits et Vous pouvez les contacter directement pour obtenir des services. **MÊME VIS-À-VIS DU PRODUIT OU DE L'ACCESSOIRE QUE VOUS AVEZ ACHETÉ, CETTE GARANTIE LIMITÉE NE PEUT PAS S'APPLIQUER :**

1. si le numéro de série, le code de date, l'indicateur d'eau ou le scellé de garantie (étiquette VOID) du Produit ou de l'Accessoire ont été retirés, effacés, dégradés ou altérés ou sont illisibles ;

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

COMMENT OBTENIR MON SERVICE DE GARANTIE ?

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

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

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

Si Vous retournez le Produit ou l'Accessoire pendant la Période de Garantie et s'il répond aux conditions de cette Garantie Limitée, HTC ou son agent agréé le répareront ou le remplaceront, à leur seule discrétion. La réparation ou le remplacement peuvent impliquer l'utilisation d'un Produit et/ou de pièces reconditionnées aux fonctionnalités équivalentes. Le détaillant ou HTC Vous retourneront le Produit ou l'Accessoire réparés ou de remplacement en bon état de fonctionnement. Les Produits, Accessoires, pièces ou composants correspondants remplacés selon les termes de cette Garantie limitée deviennent la propriété de HTC.

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

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

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

DISPOSITIONS GÉNÉRALES

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

2 ANNI GARANZIA LIMITATA HTC VIVE MARS CAMTRACK PRODOTTO

Italia

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

UTILIZZANDO IL PRODOTTO O L'ACCESSORIO HTC, L'UTENTE ACCETTA LA GARANZIA LIMITATA. QUESTA GARANZIA È DISTINTA DA QUALSIASI DIRITTO LEGALE VIGENTE AI SENSI DI QUALSIVOGLIA LEGGE PER LA TUTELA OBBLIGATORIA DEI CONSUMATORI APPLICABILE, COMPRESA LA GARANZIA LEGALE IN CASO DI DIFETTO DI CONFORMITÀ COME DESCRITTO DI SEGUITO. È INTESA A GARANTIRE DIRITTI SPECIFICI E, IN ALCUNI CASI, DIRITTI AGGIUNTI, ENTRO

I LIMITI DI QUANTO CONSENTITO DALLA LEGGE E NON È DESTINATA A SOSTITUIRE O SOPPIANTARE TALI DIRITTI LEGALI. PRIMA DI ESERCITARE I DIRITTI SPETTANTI IN VIRTÙ DELLA PRESENTE GARANZIA, È NECESSARIO ACQUISIRE FAMILIARITÀ CON I DIRITTI LEGALI DI CUI SI È TITOLARI.

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

DEFINIZIONI

Alla presente Garanzia limitata si applicano le seguenti definizioni:

1. Per "**Prodotto**" si intende il sistema di realtà virtuale Vive Mars CamTrack fornito nella confezione al momento dell'acquisto originale presso un rivenditore autorizzato e che è costituito dal Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
2. Per "**Accessorio**" o "**Accessori**" si intendono altri componenti secondari forniti con il Prodotto al momento della vendita e inclusi nella confezione; la definizione comprende i Cavo visore (Mars CamTrack cable), USB cable, Adattatore di alimentazione (Power adapter); a condizione che siano stati prodotti da o per conto di HTC e acquistati presso un rivenditore autorizzato e possano essere identificati dal marchio di fabbrica "HTC" o "VIVE", dal nome commerciale o dal logo apposto sul componente, se presente, come fornito originariamente.
3. Il termine "**Periodo di Garanzia**" indica ventiquattro (24) mesi dalla data in cui hai acquistato o ricevi la consegna del Prodotto da un Rivenditore autorizzato per il "**Prodotto**". E dodici (12) mesi dalla data di acquisto o consegna del prodotto da parte di un rivenditore autorizzato per "**Accessori**".
4. Per "**l'Utente/gli Utenti**" o "dell'Utente/degli Utenti" si intende l'acquirente originale e/o l'utente finale originario del Prodotto.
5. Per "**Normali Condizioni d'uso**" si intende l'uso comune da parte dell'utente finale in normali condizioni domestiche conformemente alle istruzioni fornite con il Prodotto o l'Accessorio.

CHI OFFRE LA PRESENTE GARANZIA LIMITATA

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

COSA INCLUDE LA PRESENTE GARANZIA LIMITATA?

Durante il Periodo di garanzia HTC garantisce che il Prodotto o l'Accessorio siano esenti da difetti nei materiali e nella lavorazione, se usati nelle Normali condizioni d'uso conformemente a quanto indicato dai materiali riportanti le istruzioni per l'uso in dotazione con il Prodotto o l'Accessorio o pubblicati online. La presente Garanzia limitata è rilasciata esclusivamente all'Utente e non può essere venduta, ceduta, trasferita o concessa, in tutto o in parte, a qualsiasi successivo compratore o acquirente del Prodotto o dell'Accessorio o a qualsivoglia altra persona.

TERRITORIO

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

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

COSA NON INCLUDE LA PRESENTE GARANZIA LIMITATA?

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

ANCHE RISPETTO AL PRODOTTO O ALL'ACCESSORIO ACQUISTATO, LA PRESENTE GARANZIA LIMITATA NON SI APPLICA:

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

COME SI OTTIENE L'ASSISTENZA IN GARANZIA?

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

1. Consultare il manuale dell'utente e/o le risorse disponibili sul sito www.vive.com/support per identificare e correggere il problema.

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

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

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

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

Piuttosto che richiedere all'Utente di restituire il Prodotto o l'Accessorio, HTC potrebbe invece scegliere di fornire elementi installabili direttamente dall'Utente per soddisfare gli obblighi ad essa spettanti in virtù della Garanzia limitata. L'Utente, a sua volta, accetta di restituire i componenti sostituiti, se richiesto da HTC.

HTC deve essere avvisata di un malfunzionamento riscontrato durante il Periodo di garanzia applicabile in modo che l'Utente abbia diritto a qualsiasi forma di riparazione spettantegli ai sensi della Garanzia limitata. Non spedire il Prodotto o l'Accessorio direttamente a HTC a meno che non venga richiesto mentre si esegue la procedura descritta in precedenza. Se l'Utente deve restituire il Prodotto o l'Accessorio per l'assistenza in garanzia, si devono osservare le procedure di cui sopra.

LIMITAZIONE DI RESPONSABILITÀ

FATTA ECCEZIONE PER I CASI DI COLPA GRAVE O INTENZIONALE DI HTC, NONCHÉ LADDOVE DIVERSAMENTE PREVISTO IN QUESTA GARANZIA, E SENZA PREGIUDICARE QUANTO DISPOSTO DALLE LEGGI SULLA TUTELA DEI CONSUMATORI E IN MATERIA DI RESPONSABILITÀ CIVILE IN VIGORE, HTC SARÀ RESPONSABILE ESCLUSIVAMENTE DI PERDITE O DANNI SUBITI A CAUSA DELLA VIOLAZIONE DA PARTE SUA DELLA PRESENTE GARANZIA LIMITATA, SE LE PERDITE SONO UNA CONSEGUENZA PREVEDIBILE DELLA VIOLAZIONE. NON SIAMO RESPONSABILI PER DANNI INDIRECTI VERIFICATI COME EFFETTO COLLATERALE DELLA PERDITA O DEL DANNO PRINCIPALE NON PREVEDIBILI DALL'UTENTE E DA HTC, INCLUSI, MA NON SOLO, LA PERDITA DI PROFITTO O LE PERDITE COMMERCIALI, L'INTERRUZIONE DI ATTIVITÀ, LA PERDITA DI INFORMAZIONI COMMERCIALI, LA PERDITA DI DATI, LA PERDITA DI PRIVACY O LA PERDITA DI RISERVATEZZA.

NONOSTANTE QUANTO INDICATO IN PRECEDENZA E ANCHE QUALORA UNA FORMA DI RIPARAZIONE NON ABBAIA ESITO POSITIVO, LA RESPONSABILITÀ COMPLESSIVA DI HTC E DEI SUOI FORNITORI AI SENSI DI QUALSIVOGLIA DISPOSIZIONE DELLA PRESENTE GARANZIA LIMITATA SARÀ LIMITATA ALLA SOMMA EFFETTIVAMENTE PAGATA DAL CLIENTE PER IL PRODOTTO O L'ACCESSORIO (OVE APPLICABILE), FATTA ECCEZIONE PER I CASI DI COLPA GRAVE O INTENZIONALE DI HTC E SENZA PREGIUDICARE L'APPLICABILITÀ DELLE LEGGI SULLA TUTELA DEI CONSUMATORI E IN MATERIA DI RESPONSABILITÀ CIVILE. TALI ESCLUSIONI SONO VALIDE ANCHE NEL CASO IN CUI HTC SIA STATA AVVERTITA DELLA POSSIBILITÀ DEL VERIFICARSI DI QUESTI DANNI.

DISPOSIZIONI GENERALI

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

ОГРАНИЧЕННАЯ ГАРАНТИЯ ДЛЯ HTC VIVE MARS CAMTRACK

Российская Федерация

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

НАСТОЯЩАЯ ГАРАНТИЯ ЯВЛЯЕТСЯ СОСТАВНОЙ ЧАСТЬЮ УСЛОВИЙ ПРОДАЖИ ИЗДЕЛИЯ. ПРИОБРЕТАЯ ИЗДЕЛИЕ ИЛИ ПРИНАДЛЕЖНОСТИ HTC, ВЛАДЕЛЕЦ ПРИНИМАЕТ УСЛОВИЯ НАСТОЯЩЕЙ ОГРАНИЧЕННОЙ ГАРАНТИИ.

НАСТОЯЩАЯ ГАРАНТИЯ НЕ ЗАТРАГИВАЕТ ЗАКОННЫХ ПРАВ, УСТАНОВЛЕННЫХ ЗАКОНАМИ И ЛЮБЫМИ ОБЯЗАТЕЛЬНЫМИ ТРЕБОВАНИЯМИ О ЗАЩИТЕ ПРАВ ПОТРЕБИТЕЛЕЙ, КОТОРЫЕ РАСПРОСТРАНЯЮТСЯ НА ВЛАДЕЛЬЦА. ЦЕЛЬ НАСТОЯЩЕЙ ГАРАНТИИ — ПРЕДОСТАВИТЬ ВЛАДЕЛЬЦУ КОНКРЕТНЫЕ И, В ЗАВИСИМОСТИ ОТ ОБСТОЯТЕЛЬСТВ, ДОПОЛНИТЕЛЬНЫЕ ПРАВА В РАМКАХ, РАЗРЕШЕННЫХ ЗАКОНОМ; И НАСТОЯЩАЯ ГАРАНТИЯ НЕ ЗАМЕНЯЕТ СОБОЙ ТАКИЕ ЗАКОННЫЕ ПРАВА. ПЕРЕД ОСУЩЕСТВЛЕНИЕМ СВОИХ ПРАВ ПО НАСТОЯЩЕЙ ГАРАНТИИ ОЗНАКОМЬТЕСЬ СО СВОИМИ ЗАКОННЫМИ ПРАВАМИ, ТАК КАК МОЖЕТ БЫТЬ ПРЕДПОЧТИТЕЛЬНО ОСУЩЕСТВИТЬ ИХ, А НЕ ПРЕДЪЯВЛЯТЬ ТРЕБОВАНИЯ ПО НАСТОЯЩЕЙ ГАРАНТИИ.

Определения

В настоящей Ограниченной гарантии используются следующие определения:

1. «**Изделие**» — означает систему виртуальной реальности с набором Vive Mars CamTrack, приобретенную у авторизованного розничного продавца, в комплект которой входит следующее: Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
2. «**Принадлежность**» или «**Принадлежности**» — другие вспомогательные компоненты, поставляемые с Изделием в момент продажи и входящие в комплект, а именно: Кабель Шлем (Mars CamTrack Cable), USB cable, Адаптер питания (Power Adapter) что они произведены компанией HTC или для нее, приобретаются у авторизованного розничного продавца и могут быть идентифицированы по товарному знаку, торговой марке или логотипу HTC или VIVE, прикрепленным к компоненту, если есть, в момент первоначальной поставки.
3. «**Гарантийный период**» составляет двенадцать (12) месяцев с даты приобретения или получения Владелец изделия у авторизованного розничного продавца.
4. «**Владелец**» — первый розничный покупатель и/или первый конечный пользователь Изделия.
5. «**Нормальные условия эксплуатации**» — стандартная эксплуатация конечным пользователем в нормальных условиях в соответствии с инструкциями, изложенными в Руководстве пользователя (см. ниже).
6. «**Руководство пользователя**» — инструктивные материалы для пользователя и руководство по технике безопасности, поставляемые с Изделием или Принадлежностью и опубликованные с использованием интернет-ресурса.

ЛИЦО, ПРЕДОСТАВЛЯЮЩЕЕ НАСТОЯЩУЮ ОГРАНИЧЕННУЮ ГАРАНТИЮ

Настоящую Ограниченную гарантию предоставляет компания HTC Corporation, зарегистрированная по адресу: No. 23, Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan (Тайвань) (HTC).

ПОКРЫТИЕ В РАМКАХ НАСТОЯЩЕЙ ОГРАНИЧЕННОЙ ГАРАНТИИ

В течение Гарантийного периода HTC гарантирует, что Изделие или Принадлежность при их эксплуатации в Нормальных условиях в соответствии с инструктивными материалами для пользователя, поставляемыми с Изделием или Принадлежностью, либо опубликованными с использованием интернет-ресурса, не будут иметь дефектов материалов и производственных дефектов.

Настоящая Ограниченная гарантия предоставляется только Владелцу, и не может быть продана, уступлена, передана полностью или частично какому-либо последующему покупателю или приобретателю Изделия или Принадлежности либо иному лицу.

ТЕРРИТОРИЯ

Настоящая Ограниченная гарантия действительна и применима только для продуктов и аксессуаров, которые HTC продала в Российской Федерации и которые приобрели и использовали в Российской Федерации. По настоящей Ограниченной гарантии Изделие или Принадлежность подлежат возврату для ремонта только в Российской Федерации.

Сроки предоставления гарантийного обслуживания устанавливаются в соответствии с законодательством той страны, в которой производится гарантийное обслуживание.

Владелец также признает, что в зависимости от страны проживания на него могут распространяться конкретные законы и нормативные акты об экспорте, и соглашается соблюдать требования всех таких законов и нормативных актов при экспорте Изделия или Принадлежности к нему.

ИСКЛЮЧЕНИЯ ИЗ НАСТОЯЩЕЙ ОГРАНИЧЕННОЙ ГАРАНТИИ

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

ДАЖЕ В ОТНОШЕНИИ ИЗДЕЛИЯ ИЛИ ПРИНАДЛЕЖНОСТИ, ПРИОБРЕТЕННЫХ ВЛАДЕЛЬЦЕМ, НАСТОЯЩАЯ ОГРАНИЧЕННАЯ ЛИЦЕНЗИЯ НЕ ПРИМЕНЯЕТСЯ, ЕСЛИ НЕИСПРАВНОСТЬ ВОЗНИКЛА ПОСЛЕ ПЕРЕДАЧИ ИЗДЕЛИЯ ИЛИ ПРИНАДЛЕЖНОСТЕЙ ВЛАДЕЛЬЦУ ВСЛЕДСТВИЕ НЕАДЕКВАТНЫХ ИСПОЛЬЗОВАНИЯ, ХРАНЕНИЯ И ТРАНСПОРТИРОВКИ, ДЕЙСТВИЙ ТРЕТЬИХ СТОРОН ИЛИ ФОРС-МАЖОРНЫХ ОБСТОЯТЕЛЬСТВ, ТАКИХ КАК:

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

ПОРЯДОК ПОЛУЧЕНИЯ ГАРАНТИЙНОГО ОБСЛУЖИВАНИЯ

В случае предполагаемой неисправности Изделия или Принадлежности Владелец должен сделать следующее:

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

После предоставления этой информации HTC даст Владелцу инструкцию относительно порядка и сроков возврата Изделия или Принадлежности для гарантийного обслуживания. На Владельца может возлагаться ответственность за расходы связанные с возвратом Изделия или Принадлежности компании HTC. Прежде чем возвращать Изделие в компанию HTC для гарантийного обслуживания, Владелец должен сделать резервную копию данных и удалить свои личные цифровые данные, хранящиеся на запоминающем устройстве Изделия. Компания HTC и

авторизованные сервисные центры HTC не несут ответственности за потерю каких-либо цифровых данных, хранящихся на носителе запоминающего устройства Изделия.

При возврате Владелцем Изделия или Принадлежности в течение гарантийного периода и в соответствии с условиями настоящей Ограниченной гарантии, HTC или ее авторизованный агент осуществляют ремонт или замену. Ремонт или замена могут включать использование функционально эквивалентных восстановленных Изделия и/или его компонентов. Розничный продавец или HTC должны вернуть Владелцу отремонтированные или замененные Изделие или Принадлежность в надлежащем рабочем состоянии. Соответственно любые Изделие, Принадлежность, запасные части или компоненты, заменяемые на условиях настоящей Ограниченной гарантии, становятся собственностью HTC. Если компания HTC отремонтирует или заменит Изделие или Принадлежность, то гарантия на отремонтированное или замененное Изделие или Принадлежность продолжит действовать в течение более продолжительного из двух периодов: оставшейся части первоначального Гарантийного срока или в течение трех (3) месяцев с даты ремонта или замены.

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

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

Определение даты производства по серийному номеру устройств HTC:

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

- Третий символ - последняя цифра года производства (т.е. 5 для 2015, 6 для 2016, ..., 9 для 2019, 0 для 2020, 1 для 2021, 2 для 2022,...)
- Четвертый символ - месяц 1,2,3,4,5,6,7,8,9, A (вместо 10), B(вместо 11), C (вместо 12)
- Пятый символ - дата. В формате 1,2,3,4,5,6,7,8,9, A (вместо 10), B (вместо 11), B (вместо 12), и так далее C ,D ,E ,F ,G ,H ,J ,K ,L ,M ,N ,P ,R ,S ,T ,V ,W ,X ,Y ,Z (исключены i,o,d,u)

Срок службы: 12 месяцев

ОГРАНИЧЕНИЕ ОТВЕТСТВЕННОСТИ

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

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

ОБЩИЕ ПОЛОЖЕНИЯ

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

HTC VIVE MARS CAMTRACK PRODUCT - 2 YEAR LIMITED WARRANTY

United Kingdom, Iceland, Ireland

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

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

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

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. **"Product"** means the Vive Mars CamTrack virtual reality system provided in the box at the time of original purchase from an authorized retailer and which consists of Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
2. **"Accessory" or "Accessories"** means other secondary component(s) that are supplied with the Product at the time of sale and included in the box and which includes the Mars CamTrack cable, USB cable and Power adapter provided that it was manufactured by or for HTC and purchased from an authorized retailer and can be identified by the "HTC" or "VIVE" trademark, trade name, or logo affixed to the component, if present, as originally supplied.
3. **"Warranty Period for Product"** means twenty-four (24) months from the date You purchased the Product from HTC or HTC authorized retailer for the Product.w
4. **"Warranty Period for Accessories"** means twelve (12) months from the date You purchased the Product from HTC or HTC authorized retailer for the Accessories.
5. **"You" or "Your"** means the original retail purchaser and/or original end-user of the Product.
6. **"Normal Use Conditions"** means common end-user use under normal home conditions in accordance with the user instruction materials (**User Manual** as defined below) provided with the Product or Accessory or posted on-line.
7. **"User Manual"** means the user instruction materials and safety guide packaged with the Product or Accessory or posted on-line.

WHO IS OFFERING THIS LIMITED WARRANTY

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

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.

TERRITORY

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

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

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

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. the Product or Accessory serial number, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. to consumable parts, such as Lanyard, AA alkaline battery, Clean cloth or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction;
4. to malfunctions caused by the battery, if improperly installed by You or another person, if the seals of the battery enclosure or the battery pack are broken or show evidence of tampering, or if used in equipment other than that for which it has been specified;
5. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
6. to use not in accordance with the user manual or not under Normal Use Conditions;
7. to rough handling; use outdoors; exposure to liquids; dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
8. to unauthorized modifications or connections or unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
9. 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;
10. 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;
11. 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;
12. 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;
13. 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;
14. to malfunctions caused by unplugging any cable from the Product, or powering off the Product, or powering off computer during the firmware update;
15. 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.

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. Please note that opening the Product or Accessory may cause damage that is not covered under the Limited Warranty.
2. If the problem cannot be resolved by reference to the user manual and/or resources available at www.vive.com, You should contact the Retailer from which You purchased the Product or Accessory or visit www.vive.com/support/ for further information on contacting HTC customer care for assistance. Only HTC or a HTC authorized service center should perform service on the Product or Accessory.
3. When You contact the retailer or HTC, please be sure to have the following information available:
 - a. model and serial number of the Product or Accessory.
 - b. Your full address and contact information.
 - c. A copy of the original invoice, receipt or bill of sale for the purchase of the Product. You must present a valid proof of purchase upon making any claims pursuant to this Limited Warranty.

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 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. 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.

LIMITATION OF LIABILITY

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

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 (AS APPLICABLE). 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 were purchased and the relevant courts of that country will have exclusive jurisdiction in relation to this Limited Warranty.
2. **Severability:** Except as specifically provided above, if any part of this Limited Warranty is found by a court to be invalid or unenforceable, this will not affect the validity enforceability of any other part of the Limited Warranty.

2 LATA OGRANICZONA GWARANCJA HTC VIVE MARS CAMTRACK PRODUKT

Polska

NALEŻY PRZECZYTAĆ UWAGAŃNIE TĘ OGRANICZONĄ GWARANCJĘ, ABY ZROZUMIEĆ SWOJE PRAWA I OBOWIĄZKI.

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

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

DEFINICJE

Do tej ograniczonej gwarancji mają zastosowanie następujące definicje:

1. **„Produkt”** oznacza system wirtualnej rzeczywistości Vive Mars CamTrack, który w momencie pierwotnego zakupu od autoryzowanego sprzedawcy jest dostarczany w pudełku i który składa się z urządzenia zakładanego na Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
2. **„Akcesorium”** lub **„Akcesoria”** oznaczają dodatkowe elementy dostarczane wraz z Produktem w momencie sprzedaży i umieszczone wraz z nim w pudełku, które obejmują: Kabel Mars CamTrack, USB cable, Ładowarka sieciowa (Power adapter) że zostały one wyprodukowane przez firmę HTC lub na jej zamówienie, zostały kupione od autoryzowanego sprzedawcy i mają oznaczenie w postaci znaku towarowego, nazwy handlowej lub logo firmy „HTC” lub „VIVE” umieszczone na elemencie, jeśli występuje, jak podczas pierwotnej dostawy.
3. **„Okres gwarancyjny”** oznacza dwadzieścia cztery (24) miesiące od daty zakupu lub otrzymania dostawy Produktu od autoryzowanego sprzedawcy w celu „Produkt”. i dwanaście (12) miesięcy od daty zakupu lub otrzymania dostawy produktu od autoryzowanego sprzedawcy w punkcie „Akcesoria”.
4. **„Użytkownik”** lub „Użytkownika” oznacza pierwotnego nabywcę detalicznego i/lub pierwotnego użytkownika Produktu.
5. **„Normalne warunki użytkowania”** oznaczają ogólne użytkowanie przez użytkownika w normalnych warunkach domowych i zgodnie z instrukcjami dostarczonymi z Produktem lub Akcesoriami.

PODMIOT UDZIELAJĄCY TEJ OGRANICZONEJ GWARANCJI

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

CO OBEJMUJE TA OGRANICZONA GWARANCJA?

Firma HTC gwarantuje, że w okresie gwarancyjnym w Produkcie i Akcesoriach nie wystąpią żadne wady materiałowe i produkcyjne, o ile użytkowanie będzie przebiegać w normalnych warunkach użytkowania i zgodnie z instrukcjami użytkownika dostarczonymi z Produktem lub Akcesoriami albo opublikowanymi w Internecie.

Ta ograniczona gwarancja jest udzielana wyłącznie Użytkownikowi i nie może zostać sprzedana, scedowana, przekazana ani udzielona, w całości ani w części, żadnemu kolejnemu kupującemu czy nabywcy Produktu lub Akcesoriów, ani żadnej innej osobie.

TERYTORIUM

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

Dostępność usługi gwarancyjnej i czas jej realizacji zależą od kraju.

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

CZEGO NIE OBEJMUJE NINIEJSZA OGRANICZONA GWARANCJA?

Ograniczona gwarancja dotyczy wyłącznie Produktu lub Akcesoriów. Nie obejmuje ona zatem urządzeń firm innych niż HTC ani jakiegokolwiek oprogramowania, niezależnie od tego, czy zostało opracowane przez firmę HTC czy przez inną firmę, nawet jeśli jest ono przeznaczone lub oznakowane do użytku z Produktem. Inni producenci, dostawcy lub wydawcy mogą udzielać gwarancji na swoje produkty i Użytkownik może w celach serwisowych

kontaktować się bezpośrednio z nimi.

NAWET W ODNIESIENIU DO ZAKUPIENEGO PRODUKTU LUB AKCESORIÓW TA OGRANICZONA GWARANCJA NIE OBEJMUJE:

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

JAK SKORZYSTAĆ Z USŁUGI GWARANCYJNEJ?

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

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

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

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

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

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

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

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

OGRANICZENIE ODPOWIEDZIALNOŚCI

O ILE TA GWARANCJA NIE STANOWI INACZEJ, FIRMA HTC PONOSI ODPOWIEDZIALNOŚĆ WYŁĄCZNIE ZA STRATY LUB SZKODY POWSTAŁE W WYNIKU NARUSZENIA PRZEZ FIRMĘ HTC WARUNKÓW TEJ OGRANICZONEJ GWARANCJI, JEŚLI STRATY TE WYNIKAJĄ Z PRZEWDYWIANYCH KONSEKWENCJI TAKIEGO NARUSZENIA. FIRMA NIE PONOSI ODPOWIEDZIALNOŚCI ZA STRATY POŚREDNIE, KTÓRE SĄ EFEKTEM UBOCZNYM STRATY LUB SZKODY ZASADNICZEJ I KTÓRYCH UŻYTKOWNIK ANI FIRMA HTC NIE MOGLI PRZEWDZIĘĆ, W TYM M.IN. ZA UTRATĘ ZYSKÓW LUB STRATY HANDLOWE, PRZERWĘ W PROWADZENIU DZIAŁALNOŚCI, UTRATĘ INFORMACJI HANDLOWYCH, UTRATĘ DANYCH, NARUSZENIE PRYWATNOŚCI LUB POUFNOŚCI.

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

POSTANOWIENIA OGÓLNE

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

HTC VIVE MARS CAMTRACK PRODUCT LIMITED WARRANTY

The Middle East and South Africa

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY.

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

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

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. **"Product"** means the HTC VIVE Mars Camtrack virtual reality system provided in the box at the time of original purchase from an authorized retailer and which consists of Vive Base Station 2.0, VIVE Tracker (3.0), Vive Rover, Vive Mars.
2. **"Accessory"** or **"Accessories"** means other secondary component(s) that are supplied with the Product at the time of sale and included in the box and which includes the Mars CamTrack cable, USB cable and Power Adapter; provided that it was manufactured by or for HTC and purchased from an authorized retailer and can be identified by the "HTC" or "VIVE" trademark, trade name, or logo affixed to the component, if present, as originally supplied.
3. **"Product Warranty Period"** means twelve (12) months from the date You purchased the Product from an authorized Retailer in all countries of Middle East and South Africa except the Kingdom of Saudi Arabia where the Warranty Period shall last for twenty four (24) months.
4. **"Accessory Warranty Period"** means Twelve (12) months from the date You purchased or received delivery of the Product from an authorized Retailer.
5. **"You"** or **"Your"** means the original retail purchaser and/or original end-user of the Product.
6. **"Normal Use Conditions"** means common end-user use under normal home conditions in accordance with the user instruction materials (**User Manual** as defined below) provided with the Product or Accessory or posted on-line.
7. **"User Manual"** means the user instruction materials and safety guide packaged with the Product or Accessory or posted on-line.

WHO IS OFFERING THIS LIMITED WARRANTY

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

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 in accordance with the user instruction materials packaged with the Product or Accessory or posted on-line.

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.

TERRITORY

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

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

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, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. to consumable parts, such as Lanyards, AA alkaline batteries, Clean cloth or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction;
4. to malfunctions caused by the battery, if improperly installed by You or another person, if the seals of the battery enclosure or the cells are broken or show evidence of tampering, or if used in equipment other than that for which it has been specified;
5. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
6. to use not in accordance with the user manual or not under Normal Use Conditions;
7. to rough handling; use outdoors; exposure to liquids; dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
8. to use for commercial purposes, as the Product is intended only for personal entertainment purposes;
9. to unauthorized modifications or connections or unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
10. to accidents, forces of nature, or other actions beyond the reasonable control of HTC (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by a malfunction;

11. to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surfaces of the Product or Accessory, including any screen or lens;
12. to any computer or other product to which the Product may connect. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
13. where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
14. to any Product in which the operating system and/or firmware has been altered, including any failed attempts to alter the operating system, regardless of whether such modifications are authorized, approved, or otherwise sanctioned by HTC;
15. to malfunctions caused by unplugging any cable from the Product, or powering off the Product, or powering off your computer during the firmware update;
16. to malfunctions caused by the use of the Product or Accessory with or connection of the Product to an accessory not approved or provided by HTC, or used in any way other than its intended use and where such defect is not the fault of the Product itself. Use of non-HTC accessories may void this Limited Warranty.

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. Only HTC or a HTC authorized service center should perform service on the Product or Accessory.
3. When You contact the retailer or HTC, please be sure to have the following information available:
 - a. The model and serial number of the Product or Accessory.
 - b. Your full address and contact information.
 - c. A copy of the original invoice, receipt or bill of sale for the purchase of the Product. You must present a valid proof of purchase upon making any claims pursuant to this Limited Warranty.

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.

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 Guarantee 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.

LIMITATION OF LIABILITY

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

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 (AS APPLICABLE). 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 were purchased and the relevant courts of that country will have exclusive jurisdiction in relation to this Limited Warranty.
2. **Severability:** Except as specifically provided above, if any part of this Limited Warranty is found by a court to be invalid or unenforceable, this will not affect the validity enforceability of any other part of the Limited Warranty.

الضمان المحدود المدة من HTC VIVE MARS CAMTRACK

الشرق الأوسط وجنوب أفريقيا

يُرجى قراءة هذا الضمان المحدود بعناية لفهم حقوقك وواجباتك. باستخدام منتج أو ملحق من **HTC** لديك، توافق على الضمان المحدود. لا يرتبط هذا الضمان بأي حقوق قانونية ضمن أي قوانين حماية المستهلك إلزامية سارية عليك. فقد تم إعداده لمنحك - حسبما تكون الحالة - حقوق إضافية خاصة في الحدود التي يسمح بها القانون، ولا يهدف إلى الحلول محل هذه الحقوق القانونية. وقبل ممارسة حقوقك بموجب هذا الضمان، يتعين عليك الإلمام بحقوقك القانونية؛ إذ يُفضل أن تمارس هذه الحقوق بدلاً من تقديم مطالبة بموجب هذا الضمان.

هذا المنتج مخصص للاستخدام الشخصي الغير التجاري فقط. ويبطل الضمان إذا تم استخدامه لأغراض تجارية (بما في ذلك، ذكراً أو أنثى) تجارياً. والتأجير والدفع مقابل اللعب والدفع عبر ميكانيك اللعب الكهروميكانيكية، وما إلى ذلك.)

التعريفات

تطبيق التعريفات التالية على هذا الضمان المحدود:

1. "المنتج" يعني نظام الواح العرض الافتراضي VIVE Mars CamTrack و المتوفر في العبوة عند عملية الشراء الأصلية من بائع تجزئة معتمد والذي يتكون من : VIVE Base Station 2.0, VIVE Tracker (3.0), VIVE Rover, VIVE Mars.
2. "الملحق" أو "الملحقات" تعني مكون (مكونات) ثانوية أخرى متوفرة مع المنتج في وقت البيع ومضمنة في العبوة والتي تشمل: كابل Mars CamTrack USB cable ومهنا الطاقة (Power Adapter) بشرط أن تكون قد تم تصنيفها من قبل أو لأجل HTC وتم شراؤها من بائع تجزئة معتمد ويمكن أن تُعرف بعلامة "HTC" أو "VIVE" التجارية أو الاسم التجاري أو الشعار الملحق على المكون، إذا تم تقديمه، كمزود أصلي.
3. "فترة ضمان المنتج" تعني اثني عشر (12) شهراً من تاريخ شرائك المنتج من بائع تجزئة معتمد في جميع بلدان الشرق الأوسط وجنوب أفريقيا باستثناء المملكة العربية السعودية حيث تستمر فترة الضمان لمدة أربعة وعشرين (24) الشهر.
4. "فترة الكفالة المحدودة للملحقات" تعني اثنا عشر (12) شهر من بداية تاريخ الشراء الأصلي من أي بائع تجزئة معتمد.
5. "انت" أو "شخص تابع لك" يعني المشتري الأصلي والواو المستخدم النهائي الأصلي للمنتج.
6. شروط الاستخدام الطبيعية تعني استخدام المستخدم النهائي المشترك في ظل ظروف الطبيعية وفقاً لمواد تعليمات المستخدم (دليل المستخدم كما هو موضح أدناه) المزودة مع المنتج أو الملحق أو المنشورة على الإنترنت.
7. "دليل المستخدم" يعني مواد تعليمات المستخدم ودليل السلامة التي تم حزمها مع المنتج أو الملحق أو المنشورة على الإنترنت.

جهة تقديم هذا الضمان المحدود

يُمنح هذا الضمان المحدود اليك من شركة HTC الكائنة بالعنوان No. 23 Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan (يُنشر إليها باسم "HTC").

ما هي الحالات التي يغطيها هذا الضمان المحدود؟

أثناء فترة الضمان، تضمن HTC خلو المنتج أو الملحق من العيوب في الخامات والتصنيع إذا تم استخدامه في ظروف الاستخدام العادية وفقاً لتعليمات المستخدم المرفقة بالمنتج أو الملحق أو المنشورة عبر الإنترنت.

يُعطى هذا الضمان المحدود اليك فقط، ولا يجوز بيعه أو التنازل عنه أو نقل ملكيته أو إعطائه كلياً أو جزئياً إلى أي شخص يشتري المنتج أو أي من ملحقاته أو يستودع عليه لاحقاً أو أي شخص آخر.

الإقليم

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

كما تقرر أيضاً بأنه قد تطبق عليك قوانين ولوائح تصدير معينة وفقاً لبلد إقامتك وتوافق على الالتزام بجميع هذه القوانين واللوائح إذا قمت بتصدير منتجك أو ملحق المنتج.

ما لا يشملها هذا الضمان المحدود؟

لا يسري هذا الضمان المحدود على أي منتج أو ملحق آخر. ومن ثم، لا يسري على أي جهاز لا ينتمي إلى HTC أو أي برامج مهما كانت، سواء من تطوير HTC أو طرف ثالث، حتى لو كان مصمماً أو موصوفاً للاستخدام مع المنتج. ويجوز لمصنعيه أو موزعيه أو ناشريه خارجيين تقديم ضمانات منتجاتهم ويجوز لك الاتصال بهم مباشرة للحصول على الخدمة.

1. حتى لو كان الأمر متعلقاً بالمنتج أو الملحق الذي اشتريته، لا يسري هذا الضمان المحدود في الحالات التالية:
 1. إزالة الرقعة التمسليتي أو رمز الترويج أو العلامة المائية أو ختم الضمان (الملصق الذي يثبت الضمان الأصلي المنتج) الخاص بالمنتج ل أو الملحق أو محوه أو تشويبه أو تعديله أو إذا كان غير مقروء ،
 2. أي تدهور للمظهر الخارجي أو الجمالي للمنتج أو الملحق بسبب الإهلاك الناتج عن سوء الاستخدام ،
 3. على الأجزاء المستهلكة، مثل: حبل قصير (Lanyard) وبطارية AA قلووية (AA alkaline battery) وقطعة قماش للتنظيف (Clean cloth) وسادة الوجه (Face cushion) أو الأغطية الوقائية التي من المتوقع بشكل كبير التآكل بمرور الوقت، إذا لم يحدث خلل بسبب عطل؛
 4. القصور الوظيفي الناتج من البطارية، إذا تم تركيبها بطريقة غير سليمة بواسطةك أو بواسطة شخص آخر، أو إذا انكسرت موانع فتح البطارية أو البطاريات المكسورة أو التي بنا عليها دليل يشير إلى العتب بها، أو إذا تم استخدامها في جهاز آخر غير ذلك الذي تم تخصيصها له.
 5. القصور الوظيفي الناتج من ارتفاعات مفرطة مفاجئة في التيار الكهربائي أو مشاكل أخرى في التيار الكهربائي والتي لا تُعد عيباً في المنتج أو الملحق،
 6. عدم الاستخدام وفقاً لدليل المستخدم أو في ظروف الاستخدام العادية،
 7. التعامل العنيف أو الاستخدام في أماكن مكشوفة أو التعرض لسوائل أو الرطوبة أو البيئية المفرطة أو التغيير السريع في مثل هذه الظروف أو التآكل أو التآكسد،
 8. الاستخدام لأغراض تجارية؛ إذ إن المنتج مصمم لأغراض الترفيه الشخصي فقط،
 9. التعديلات أو التوصلات الغير المصرح بها أو الفتح الغير المصرح به أو الإصلاح باستخدام قطع غير مصرح بها أو الإصلاح بواسطة شخص غير معتمد أو في مكان غير مصرح به،
 10. الحوادث أو قوى الطبيعة أو أي إجراءات أخرى خارجة - بدرجة معقولة- عن إرادة HTC (بما في ذلك، على سبيل المثال لا الحصر، العيوب في الأجزاء المستهلكة)، ما لم يكن العيب ناتجاً بشكل مباشر من قصور وظيفي،
 11. التلف المادي لسطح المنتج أو الملحق، بما في ذلك - على سبيل المثال لا الحصر - الشروخ أو الخدوش على أسطح المنتج أو الملحق، بما في ذلك أي شاشة أو عدسة،
 12. أي حاسوب أو منتج آخر يمكن توصيل المنتج به. لا تضمن HTC عدم مقاطعة تشغيل المنتج أو خلوه من الأخطاء،
 13. عندما تكون البرامج المحملة في المنتج، بما في ذلك - على سبيل المثال لا الحصر - نظام التشغيل والبرامج الثابتة، يجب تحديثها إذا كانت مثل هذه التحديثات قابلة للتحميل بواسطةك،
 14. أي منتج تم فيه تعديل نظام التشغيل والواو البرامج الثابتة، بما في ذلك أي محاولات فاشلة لتعديل نظام التشغيل، بصرف النظر عما إذا كانت مثل هذه التعديلات مصرحاً بها أو معتمدة أو مقبولة بطريقة أخرى من قبل HTC، أو
 15. على الأعطال الناتجة عن فصل أي كابل من المنتج أو إيقاف تشغيل طاقة المنتج أو إيقاف تشغيل طاقة الكمبيوتر لديك أثناء تحديث برنامج ثابت؛
 16. على الأعطال الناتجة عن استخدام المنتج أو الملحق مع أو توصيل المنتج بملحق غير معتمد أو غير متوفر من HTC، أو مستخدم بأي طريقة غير الاستخدام المخصص له وحيث لا يكون هذا العيب هو خطأ المنتج نفسه. قد يبطل استخدام ملحقات ليس من HTC هذا الضمان المحدود.

كيف يمكنني الحصول على خدمة الضمان؟

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

1. الرجوع إلى دليل المستخدم وأو مصادر المعلومات المتوفرة على www.vive.com/support لتحديد المشكلة وحلها. تجدر الإشارة إلى أن فتح المنتج أو الملحق قد يسبب ضرراً لا يغطيها الضمان المحدود.
2. إذا تعذر حل المشكلة عن طريق الرجوع إلى دليل المستخدم والواو المعلومات المتوفرة على www.vive.com، يتعين عليك الاتصال بالموزّع الذي اشتريته منه المنتج أو الملحق أو زيارة www.vive.com/support للاطلاع على مزيد من المعلومات بشأن الاتصال بخدمة عملاء HTC للحصول على المساعدة. وينبغي عدم إجراء أي عمليات خدمة أو صيانة في المنتج أو الملحق إلا بواسطة HTC أو مركز خدمة معتمد من قبل HTC.
3. عندما تتصل بالموزّع أو HTC، الرجاء التأكد من توفر المعلومات التالية:
 - a. اسم الطراز والرقم التمسليتي للمنتج أو الملحق.
 - b. عنوانك بالكامل ومعلومات الاتصال بك.
 - c. نسخة من الفاتورة أو إيصال الشراء أو سند البصلي الأصلي الذي اشتريته المنتج به ويجب تقديم إثبات ساري للشراء عند القيام بأي مطالبات بموجب هذا الضمان المحدود .

يعد اكتمال هذه الخطوات، ستزودك HTC بتعليمات حول كيفية إرجاع المنتج أو الملحق وحالات إرجاعه. ويجوز تحميل التكاليف المرتبطة بإرجاع المنتج أو الملحق إلى HTC.

إذا أرجعت المنتج أو الملحق أثناء فترة الضمان وكان مستوفيًا لشروط هذا الضمان المحدود، تلتزم HTC أو وكيلها المعتمد بإصلاحه أو تبديله بمحض إرادتها. وقد يتضمن الإصلاح أو التبديل استخدام منتج و/أو قطع غيار مجددة ومساوية في الأداء الوظيفي. ويعيد الموزع أو HTC المنتج أو الملحق المصلح أو البديل إليك بحالة تشغيل جيدة. ويصبح أي منتج أو ملحق يتم تبديله، أو أي من أجزائه أو مكوناته المستبدلة، بموجب هذا الضمان المحدود ملكًا لشركة HTC.

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

بدلاً من مطالبتك بإرجاع المنتج أو الملحق، قد تفضل HTC إمدادك مباشرة بأجزاء قابلة للتكريب من قبل المستخدم للوفاء بالتزاماتها تجاه الضمان المحدود. وتوافق بدورك على إرجاع الأجزاء المستبدلة إذا طلبت HTC منك ذلك.

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

حدود المسؤولية القانونية

بخلاف ما تم ذكره في هذا الضمان، تتحمل HTC المسؤولية القانونية فقط عن أي خسائر أو أضرار أو تكبدتها بسبب انتهاك HTC لهذا الضمان المحدود أو إذا كانت الخسائر المتوقع حدوثها نتيجة لهذا الانتهاك. ولا تتحمل مسؤولية أي خسائر غير مباشرة تحدث كإثر جانبي للخسارة الرئيسية أو الضرر الرئيسي

والتي لا يمكن توقعها بواسطتك أو بواسطة HTC، بما في ذلك، نكراً لا حصراً، خسارة أرباح أو خسارة تجارية أو توقف نشاط تجاري أو فقدان معلومات تجارية أو فقدان بيانات أو فقدان خصوصية أو فقدان سرية.

بصرف النظر عما سبق وحتى لو عجز التعويض عن تحقيق غرضه الأساسي، تنحصر المسؤولية القانونية الكاملة لشركة HTC ومورديها بموجب أي من أحكام هذا الضمان المحدود في المبلغ الذي دفعه العميل فعليًا مقابل المنتج أو الملحق (حسب مقتضى الحال). وتسري هذه الاستثناءات حتى لو تم إبلاغ HTC بإمكانية حدوث هذه الأضرار.

أحكام عامة

1. القانون الحاكم: يخضع هذا الضمان المحدود لقانون البلد الذي تم شراء المنتج و/أو الملحقات فيه، وتتفرد المحاكم المعنية في ذلك البلد بالاختصاص القضائي فيما يتعلق بهذا الضمان المحدود.
2. قابلية للتصل: إذا تبين لأي محكمة عدم صلاحية أي جزء من هذا الضمان المحدود أو عدم قابليته للإنفاذ، فلا يؤثر ذلك على صلاحية أي جزء آخر في الضمان المحدود أو قابليته للإنفاذ.