

VIVE Enterprise Business Services Terms & Conditions And VIVE Enterprise Business Limited Warranty

(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series; Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products)

Business Services Terms & Conditions

United States

These Terms and Conditions (“Terms and Conditions”) for HTC VIVE Enterprise Business Services are an agreement between you and HTC Corporation and its Affiliates (“HTC”) and contain important terms and information relating to your access and use of the VIVE Enterprise Business Services described in these Terms and Conditions or otherwise made available by HTC in its sole discretion (“**Business Services**”). Please review these Terms and Conditions carefully. **BY ACTIVATING YOUR BUSINESS SERVICES, YOU ACCEPT THESE TERMS AND CONDITIONS. If you do not agree to these Terms and Conditions, do not activate your Business Services.**

1. Service Scope:

Business Services apply to a single corresponding registered Covered Product. Purchasers of Business Services receive a 2 year limited business warranty (see VIVE Enterprise Business Limited Warranty here for details), starting from the original purchase date of your Covered Product. Business Services include expedited usage technical support, expedited repair services, expedited customer care services and VIVE online resources as set forth in these Terms and Conditions and (www.vive.com/support).

2. Covered Product:

Business Services apply only to one of the following VIVE product models: VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series, excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE business edition products (each a “Product”). The Product includes a VIVE branded head mounted display (“Headset”) and may also include the following devices: Linkbox, Converter, Controller(s) and Base Station(s) depending on your Product model and along with accompanying in-box accessories (e.g. Cables and Power adapters) contained in the same original package and purchased from an HTC authorized retailer or directly from HTC. Your VIVE hardware Product(s) must be registered as set forth below, subject to HTC’s confirmation, within three (3) months of Product purchase (once registered, a “Covered Product”).

You may not change, transfer, or remove a Covered Product once it has been registered for Business Services. Devices that are purchased separately or not included in the original package with the VIVE Headset are not Covered Products and are not eligible for Business Services.

3. Web Registration and Activation:

In order to activate your Business Services, you must first apply for an HTC Account or login with your existing HTC Account online at <https://enterprise.vive.com/portal> and register your VIVE Product along with your Business Services Activation Key, follow the web online guidance to complete the registration and activation. Once activated, your Business Services may not be disassociated from your HTC Account or otherwise transferred, except if your purchase of Business Services is returned pursuant to a valid return policy. Please retain proof of purchase for this Business Services and your VIVE hardware product. Proof of purchase may be required to confirm eligibility for your Business Services programs.

4. Limitations:

Business Services may only be purchased by business/enterprise customers for lawful commercial use and are not intended for personal consumer use or purchase. HTC reserves the right to cancel your Business Services if purchased for personal consumer use or any unlawful purpose. Your Business Services may only be utilized by the original purchaser or acquirer in connection with the Covered Product, and may not be resold, distributed, or otherwise transferred. Purchase of one Covered Product is required for the activation of your Business Services.

5. Dedicated Support:

Business Services includes online chat support and dedicated email support for your Covered Product. Email responses may be expected within one (1) business day of receipt. Please visit <https://www.vive.com/us/support/contactus/> for details.

6. Expedited Repair Program:

The Business Services include an Expedited Repair Program, which is designed to help minimize the amount of time you will be without your Covered Product when seeking repair services, and provides expedited shipping, triage and return for Covered Product as described herein. This Expedited Repair Program may only be utilized for Covered Product. Product eligibility is determined at the sole discretion of HTC and is limited to the Limited Warranty Period for your Covered Product. HTC reserves the right not to provide the Expedited Repair Program for out of warranty or otherwise ineligible Products. The Expedited Repair Program is only available to physical addresses within the United States (no P.O. boxes are eligible; U.S. territories and possessions excluded). A prepaid label will be provided to you via email following issuance of your repair ticket. The label provides you with prepaid shipping for the return of your Covered Product to HTC. All repair instructions that you received upon issuance of your repair ticket must be followed. Your Covered Product will be reviewed for damages through an expedited diagnostic process following receipt of the returned Covered Product. If damages found are covered under your Limited Warranty, at HTC's sole discretion, a repaired or replacement device or accessory will be shipped to you at no cost on a prioritized basis. If damages found are not covered under your Limited Warranty, and out of warranty repair for the Product is available, HTC will contact you with a quote to obtain your authorization to proceed with any recommended repairs, and at HTC's sole discretion, a repaired or replacement device or accessory will be shipped to you once a quotation is approved and paid in full. If you do not authorize the repairs, or if out of warranty repair is not available, or if you do not respond to the repair quotation within ten (10) calendar days, HTC may charge you a service fee and will ship your unrepaired Covered Product back to the address you provided.

7. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BUSINESS SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HTC'S ENTIRE LIABILITY IN CONNECTION WITH THE BUSINESS SERVICES, INCLUDING RELATING TO THE EXPEDITED SUPPORT AND REPAIR PROGRAM, SHALL NOT EXCEED THE PRICE PAID TO PURCHASE THE BUSINESS SERVICES. IN NO EVENT SHALL HTC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS, OR GOODWILL, OR USE, LOSS, OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR PROPERTY DAMAGE, ARISING OUT OF OR IN ANY WAY RELATED TO BUSINESS SERVICES, EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THESE LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Applicable Law and Venue:

These Terms and Conditions shall be governed by the laws of the State of Washington, without reference to choice of law principles to the contrary. You agree that any action arising from the purchase of Business Services shall be filed only in the state and federal courts in King County, Washington, and you hereby unconditionally consent to the exclusive jurisdiction of such courts over any action in connection with these Terms and Conditions.

9. Entire Agreement; Severability; Other:

These Terms and Conditions set forth the entire agreement and supersede all prior agreements, representations or understandings regarding the subject matter hereof. HTC reserves the right to amend these Terms and Conditions from time to time, provided that any amendments will not apply to the Terms and Conditions to which you have already agreed with respect to prior program participation for Covered Product. If any provision of these Terms and

Conditions is found to be unenforceable, then the unenforceable provision shall not affect the enforceability of the remaining provisions. HTC’s failure to respond or act will not be considered a waiver of any of its rights hereunder.

VIVE ENTERPRISE BUSINESS LIMITED WARRANTY

**(For VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series;
Excluding VIVE Focus Developer Edition and first generation VIVE consumer edition and VIVE
business edition products)**

United States

THE LIMITED WARRANTY SET FORTH BELOW SUPERSEDES AND REPLACES THE LIMITED WARRANTY FOUND WITHIN THE ORIGINAL PRODUCT PACKAGING FOR THE COVERED PRODUCT.

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(S) OR ACCESSORY(IES), YOU AGREE TO THIS LIMITED WARRANTY, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER BELOW. IF YOU DO NOT ACCEPT THIS LIMITED WARRANTY, DO NOT USE YOUR HTC PRODUCT(S) OR ACCESSORY(IES). INSTEAD, PLEASE RETURN THEM TO THE RETAILER FROM WHOM YOU PURCHASED THEM WITHIN THE RETAILER’S RETURN PERIOD.

DEFINITIONS

The following definitions apply to this VIVE Enterprise Business Limited Warranty (“Limited Warranty”):

- **“Accessory” or “Accessories”** means a secondary or auxiliary element included in the box with the “Covered Product” at the time of sale, and may include: headset cables, USB cables, DisplayPort cables, micro-USB cables, USB Type-C cable, fiber cable and power adapters; 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.
- **“Covered Product”** has the meaning set forth below in the section titled “What is Covered by this Limited Warranty”.
- **“Normal Use Conditions”** means common use that is in accordance with the user manual and instructions provided with the Product(s) or Accessory(ies) or posted online (www.vive.com/support).
- **“Product(s)”** means the VIVE branded head mounted display (Headset) purchased from an authorized Retailer or directly from HTC for one of the following product models: VIVE Pro Series, VIVE Focus Series, VIVE Cosmos Series (excluding VIVE Focus Developer Edition product and first generation VIVE consumer edition and VIVE business edition products), and the other serialized item(s), if any, packaged in the same box with Headset, which may include: Link box, Converter, Controller(s), Base station(s). Items that are purchased separately or not included in the original package with the Headset are not “Products” as defined herein.
- **“Retailer”** means a business that sells goods directly to commercial entities, including those with a physical and/or online presence.
- **“State”** means a State, the District of Columbia, and any other United States territory or possession.
- **“Warranty Period”** for Covered Product means twenty-four (24) months from the date You purchased the Product from an authorized Retailer or directly from HTC.
- **“You” or “Your”** means the original purchaser and/or original business entity utilizing the Product.

WHAT IS COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty shall apply to Product, along with accompanying Accessories that are registered to Your HTC Enterprise account within three (3) months of VIVE hardware Product purchase, subject to HTC's confirmation (once registered, the "Covered Product"). You can not change, transfer or remove Covered Product once it has been registered to your Business Services.

During the Warranty Period, HTC warrants that the Covered Product 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 Covered Product 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 Covered Product. It therefore does not apply to any non-HTC equipment or any software whatsoever, whether developed by HTC or a third party, even if intended or labelled as for use with the Product(s). 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 COVERED PRODUCT, THIS LIMITED WARRANTY SHALL NOT APPLY:

1. if a Product or Accessory serial number, date code, or water indicator has been removed, erased, defaced, or altered, or is illegible;
2. to any deterioration of the cosmetic appearance of a Product or Accessory due to normal wear and tear;
3. to consumable parts, such as Face cushion, AA/AAA alkaline batteries, 20m Extension Package, Lanyard, Wrist strap, Mounting kit, Earphone hole cap, 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 leakage or 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 a 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 a Product or Accessory may connect. HTC does not warrant that the operation of a Product or Accessory will be uninterrupted or error-free;
12. where the software loaded on a 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 a Product, or your computer during any firmware update; or
15. to malfunctions caused by the use of a Product or Accessory with or connection of a 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(s) are intended to be sold. A Covered Product can only be returned for repair or replacement under this Limited Warranty in the United States where it was intended for purchase. Warranty service availability and response times may vary from country to country.

HOW DO I OBTAIN WARRANTY SERVICE?

In the event of a perceived malfunction in a Covered Product, 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 login to your HTC enterprise account at <https://enterprise.vive.com/portal> for further instructions on contacting HTC customer care for assistance.
3. When You contact the Retailer or HTC, please be sure to have the following information available:
 - (1) The model and serial number of the Product.
 - (2) Your full address and contact information.
 - (3) 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 a Covered Product should be returned. Before returning the Covered 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 a 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. HTC or HTC authorized service partner 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 a 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 a 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 Product was intended to be sold. HTC must be notified of a perceived malfunction during the applicable Warranty Period in order for You to be eligible for any remedy under this 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 a 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 YOU 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.

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 attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, You and HTC agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

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. 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 receipt of this Limited Warranty 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(s); (c) the date on which You purchased the Product; (d) the Product model names; and (e) Serial Number of the Products. These numbers may be found on the packaging and on the Product. You must send Your written notice to HTC Legal, Arbitration Program Administrator, 308 Occidental Avenue South, 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:** The Federal Arbitration Act (the "FAA") applies to the agreement to arbitrate. Except as preempted by FAA, the law of the State of Washington, without reference to its choice of laws principles, shall govern this Limited Warranty. Notwithstanding the foregoing, the laws of Your state of residence will apply to any tort claims and/or any claims under any consumer protection statutes.
3. **Severability:** Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

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