

bHaptics Limited Warranty

READ THIS INFORMATION BEFORE USING YOUR DEVICE.

BY USING YOUR BHAPTICS PRODUCT, YOU AGREE TO THE LIMITED WARRANTY. IF YOU DO NOT ACCEPT THIS LIMITED WARRANTY, DO NOT USE YOUR BHAPTICS PRODUCT. INSTEAD, PLEASE RETURN IT TO BHAPTICS OR THE RETAILER FROM WHOM YOU PURCHASED IT WITHIN THE RETURN PERIOD STATED IN BHAPTICS' RETURN POLICY (FOUND AT <https://www.bhaptics.com/legals/cancellation-return-refund>) FOR A REFUND.

Intellectual Property

All Intellectual Property, as defined below, owned by or which is otherwise the property of bHaptics or its respective suppliers relating to the Product, including but not limited to, accessories, parts, or software relating thereto, is proprietary to bHaptics and protected under international treaty provisions, country laws, federal laws, and states laws. Intellectual Property includes, but is not limited to, inventions (patentable or unpatentable), patents, trade secrets, copyrights, software, computer programs, and related documentation and other works of authorship.

You may not infringe or otherwise violate the rights secured by the Intellectual Property. Moreover, you agree that you will not (and will not attempt to) modify, prepare derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to create source code from the software. No title to or ownership in the Intellectual Property is transferred to you. All applicable rights of the Intellectual Property shall remain with bHaptics and its suppliers.

WHO IS THIS WARRANTY FROM?

This limited consumer warranty (the "Warranty") is issued by bHaptics Inc. of Bldg 3 Unit 503, 70, Yuseong-daero 1689beon-gil, Yuseong-gu, Daejeon, Republic of Korea ("bHaptics", "we", "us").

WHO IS THIS WARRANTY TO?

bHaptics issues this warranty to you, as a consumer who has purchased a new, covered product from bHaptics or an authorized retailer ("you"). This Warranty is not available to products that were purchased from any source other than bHaptics or an authorized retailer.

This Warranty applies only to those countries to which bHaptics ships and supports. For information about the countries bHaptics supports, go to www.bhaptics.com/shop.

WHAT IS COVERED BY THIS LIMITED WARRANTY AND FOR HOW LONG?

This Warranty covers defects and malfunctions in the new bHaptics product(s) it accompanies (the "Product"). We warrant that the Product will, under normal and intended use, function substantially in accordance with our technical specifications or accompanying product documentation (the "Warranted Functionality") during the Warranty Period.

This limited Warranty continues for one (1) year from the date of purchase or delivery of the Product, whichever is later (the "Warranty Period"). However, if you purchase the Product from within the EU or EFTA, the Warranty Period shall be two (2) years.

If and to the extent the Product needs bHaptics software or services to achieve the Warranted Functionality, we will make and keep the software and services available during the Warranty Period. We may update, modify or limit such software and services in our sole discretion so long as we continue to maintain (or exceed) the Warranted Functionality.

This Warranty gives you specific legal rights, and you may also have other rights, which vary from country to country (or by state or province). This Warranty is in addition to and does not affect any rights you have under the laws in your jurisdiction concerning the sale of consumer goods.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This limited Warranty does not apply: (i) if the Product serial number, the date code or the water

indicator has been removed, erased, defaced, or altered, or is illegible; (ii) to any deterioration of the cosmetic appearance of the Product due to normal wear and tear; (iii) to rips and peeling of textile elements, straps, or zippers; (iv) to protective coatings that are designed to diminish over time or batteries, unless failure has occurred due to a defect in materials or workmanship; (v) to damage caused by misuse, accident (e.g. accidental physical impact, exposure to liquid, food or other contaminants, etc.), neglect, abuse, forces of nature, or other actions beyond the reasonable control of bHaptics (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by a malfunction; (vi) to damage caused by improper or unauthorized repair or other modification, tampering, or use with unsuitable equipment, devices, software, services or other unauthorized third-party item(s); (vii) to used or resold products unless they meet the conditions specified for covered Refurbished Products (as defined below); (viii) to Products purchased from sources other than bHaptics or a bHaptics authorized retailer (including non-authorized online auctions); (ix) to use of the Product in violation of any laws, regulations or ordinances in effect where the Product is used; (x) to features or performance parameters pertaining to any software or services beyond the Warranted Functionality of the Product.

This Warranty does not include any specific guarantees that the product will be error-free, or regarding uptime or continued availability, data security features of software or online accounts, or that any software, firmware or online sites will function uninterrupted or error-free.

WHAT WILL BHAPTICS DO IF THERE IS A PROBLEM WITH THE PRODUCT?

If your Product is defective or malfunctioning, we will either repair or replace that Product, or update software or services, so that the Product performs substantially according to the Warranted Functionality. The approach taken to resolve any issues will be at our sole choice. If we determine that a product should be replaced, the replacement may be a new, refurbished, or remanufactured Product. If we determine, in our sole discretion, that none of the listed means are reasonable to correct for a defect or malfunction, then we may refund to you the price you paid to purchase the Product.

Any repaired or replaced Product will continue to be covered by this Warranty for the remainder of the original Warranty Period or ninety (90) days following your receipt of the replacement or repaired Product, whichever is greater.

WHAT MUST YOU DO TO OBTAIN WARRANTY SERVICE?

In the event of a perceived malfunction in the Product, please visit us at <https://www.bhaptics.com/support/contact-us> to get helpful services, the user manuals and contact information, and to submit a claim form to obtain warranty service.

If it is necessary for you to send your Product in for service, we will provide you with a pre-addressed shipping label, and you will have to send the Product in an adequate container for shipping, accompanied by the sales receipt or comparable proof of purchase showing the original date of purchase by the first consumer purchaser, the serial number of the Product and the seller's name and address.

You may be required to pay the cost of shipping the Product to us, and by sending the Product, you agree to transfer ownership of that Product to bHaptics. When we receive the Product, we will determine if there is a defect or malfunction covered by this Warranty. If we find a defect or malfunction covered by this Warranty, we will repair or replace the Product to provide the Warranted Functionality, and we will send the repaired Product, if any, to you at our cost. We may not return the original Product to you.

If we are unable to verify your proof of purchase in advance, and you send us a Product without a valid proof of purchase, then we reserve the right to return the Product to you at your cost, subject to prepayment, or, if such costs are not prepaid, we will keep the Product for thirty (30) days for your pick-up before it is disposed of.

REFURBISHED PRODUCTS

This Warranty also applies to Products which have been refurbished by bHaptics and purchased from bHaptics ("Refurbished Products"). The limited Warranty Period for Refurbished Products is one (1) year from the date of purchase or delivery of the Refurbished Product, whichever is later (the "Warranty Period"). However, if you purchase the Refurbished Product from within the EU or EFTA, the Warranty Period shall be two (2) years.

Minor cosmetic imperfections of the Refurbished Products, if present, are not included in the Warranty coverage.

WHAT ARE THE LIMITS ON BHAPTICS' LIABILITY?

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. BHAPTICS 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

WARRANTY AND, AT BHAPTICS' OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. IN NO EVENT SHALL BHAPTICS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT.

Some countries and jurisdictions (states and provinces) do not allow limitations on how long an implied warranty lasts, or the disclaimer or limitation of incidental or consequential damages, so the above limitations and disclaimers may not apply to you.

SEVERABILITY

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

GENERAL

Nothing contained in the user manual or any other document shall be construed to create an express warranty of any kind with respect to the Product. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of bHaptics regarding the Products or this Limited Warranty.