



StarVR Limited Warranty

Updated as of October 19 of 2018

BY USING YOUR STARVR PRODUCT OR ACCESSORY, YOU AGREE TO THIS STARVR LIMITED WARRANTY (THE “WARRANTY”).

THIS PRODUCT OR ACCESSORY IS FOR INTERNAL (INCLUDING BUT NOT LIMITED TO: NON-RENTAL, NON-PAY-PER-PLAY, NON-ARCADE, ETC.) USE ONLY.

- Definitions

- (i) “Product” means the StarVR head mounted display (“HMD”) provided in the box at the time of original purchase from an authorized Retailer.
- (ii) “Accessory” or “Accessories” means other secondary components that are included in the box with the Product at the time of original purchase from an authorized Retailer, which includes: Cable Adapter(s), Cable Adapter Anti-Slip Mat(s), Power Adapter(s), Power Cord(s), Tracker Holder(s) (if any), 5m Type-C Cable(s), 0.5m DP Cable(s), 0.5m USB Type-A Cable(s) , and Secure Cable Holder(s); provided that the component was manufactured by or for StarVR.
- (iii) “Retailer” means a business that sells goods directly to end users, including those with a physical and/or online presence.
- (iv) “Normal Use Conditions” means common use under normal conditions in accordance with the instructions, guide, Important Health and Safety Information and other documentation for StarVR Product and Accessory.

- What Does The Warranty Do?

The Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state and country to country. The Warranty does not affect any rights you have under the laws in your jurisdiction concerning the sale of consumer goods.

- What is Covered by The Warranty?

StarVR (“we” or “us”) warrants that the Product and Accessory will, under Normal Use Conditions, be free from defects in materials and workmanship during the Warranty Period. The 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.

- How Long Does Warranty Period Last?

The Warranty continues for one (1) year from the date of purchase or delivery of the Product and Accessory, whichever is later (the “Warranty Period”).

- What Will StarVR Do If There’s a Problem with The Product or Accessory?

If your Product or Accessory is defective or malfunctioning during the Warranty Period, StarVR will, at its option: (i) provide replacement parts necessary to repair the Product or Accessory; (ii) repair the Product or Accessory or replace it with a comparable product or accessory. Replacement parts will be new or serviceably used, comparable in function and performance to the original part or Product or Accessory and warranted for the remainder of the original Warranty Period or ninety (90) days following your receipt of the replacement or repaired Product or Accessory, whichever is greater.

- How Can You Get Service?

First, tell us about the issue. If you have a problem with your Product or Accessory, please visit us at <https://www.starvr.com/service/> to get helpful service and contact information, and to submit a claim form to obtain warranty service. If it is necessary for you to send your Product or Accessory in for service, we will provide you with a pre-addressed shipping label, and you will have to send the Product or Accessory in with your proof of purchase using that shipping label. When we receive the Product or Accessory, we will determine if there is a defect or malfunction covered by the Warranty. If we find a defect or malfunction covered by the Warranty, we will repair or replace the Product or Accessory in good working condition. We may not return the original Product or Accessory to you. Any Product, Accessory, parts or components thereof that are replaced under the Warranty Period become the property of StarVR. We cannot guarantee that we will be able to repair the Product or Accessory without risk to or loss of programs or data, and any replacement Product or Accessory will not contain any of your data that was stored on the original Product or Accessory. If you send us a Product without a valid proof of purchase, then we will 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.

- What is Not Covered by The Warranty?

The Warranty does not apply to any non-StarVR equipment or any software



whatsoever, whether developed by StarVR or a third party, even if intended or labelled as for use with the Product or Accessory. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and you may contact them directly for service. The Warranty is limited and not applicable to: (i) normal wear and tear; (ii) damage caused by misuse, accident (e.g., accidental physical impact, exposure to liquid, food or other contaminants, etc.), neglect, abuse, alteration, improper or unauthorized repair or modification, tampering, or use with unsuitable equipment, devices, software, services or other unauthorized third-party item(s); (iii) use not in accordance with instructions and documentation for StarVR Product and Accessory; (iv) non-internal (including but not limited to: rental, pay-and-play, arcade etc.) use; (v) use in connection with a trade; (vi) used or resold products; (vii) Product or Accessory purchased from sources other than StarVR or an StarVR authorized retailer (including non-authorized online auctions), or (viii) use of the Product or Accessory in violation of any laws, regulations or ordinances in effect where the Product or Accessory is used. The 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. The Warranty is void if a Product or Accessory is returned with removed, damaged or tampered labels or any alterations (including the unauthorized removal of any component or external cover). The Warranty does not cover data loss; it is your responsibility to back up your data, electronically or physically, on a regular basis if you wish to retain your data. Any damages or costs related to data recovery, removal, and installation are not recoverable under the Warranty. In the Warranty, StarVR does not extend any implied or statutory warranties, conditions or representations regarding the Product or Accessory or any connected software. STARVR DOES NOT, UNDER THE WARRANTY, ASSUME ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF ANY REPLACEMENT GOODS OR SUBSTITUTE EQUIPMENT, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPLACED OR REPAIRED. FURTHER, IN NO EVENT SHALL STARVR BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF STARVR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH



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- What Laws Govern The Warranty?

The laws of the State of California, USA, govern the Warranty.

- Questions?

If you have questions, or to begin the service process, or want to check any update on the Warranty, please visit StarVR's service at <https://www.starvr.com/service/>

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