

Terms and Conditions

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Welcome to www.bhaptics.com. bHaptics Inc. and our associates provide our products/services to you based on the following Terms and Conditions. The Terms and Conditions set forth below (the “terms”) govern you while on this site or using our products/services and it is a legally binding contract between you and us. If you create an account, access or use our products/services, we will assume you agree to be bounded by these terms. Therefore, before creating an account or using our website/products/services, please read these terms carefully and do not create an account, access or use our products/services if you disagree with any part of the terms.

Any part of these terms can be updated, changed or replaced without any notice, so please visit this page periodically and check changes.

1. General Terms and Conditions

To access our website or use our products/services, please follow our terms and policies. We don't take any responsibility for problems or issues caused by not following our terms and policies.

You shouldn't use our website/products/services for any illegal or unlawful purpose, and as soon as we know that you are using our website/products/services for those purposes, we will terminate the service immediately and report it to the legal entities.

2. Website Use

We use this website as a communication channel with our customers. When a new product or service is released, we announce it on this website and users can report their comments or ask support via website. All users are expected to use this website in the manner that does not disrupt other users' use of the site. If not, we may block or restrict your access without any notice to protect other users.

The website can be updated, revised or removed without notice if we think it is necessary.

3. User Account

Some activities on this website require you to create a user account with a username and password. You are responsible for all the activities you have done under your account, therefore please keep your account being secured. If you find out any unauthorized use of your account, please notify us immediately.

We recommend that you don't share your account information with anyone.

4. Accuracy of Information

We provide general information about our products and services on this website. However, the information may be outdated or differ from actual products and services. Also, colors of photos and graphics on the website can vary depending on the specification and settings of your monitor. Therefore, please don't rely on the information provided on this website, just refer it for your decision making. If you want to get more accurate, recent information please send your request to our customer support. (support@bhaptics.com)

5. Third-Party Link

The website may contain links to third- party websites, but it doesn't mean that we and the third party are bounded in a certain way. We are not responsible for any content, service, product or transaction you make in the third-party websites (those things can be harmful, not accurate,

inappropriate). Visiting third-party websites and accessing any content or material of the sites is your choice and the third party has responsibility on every content and material.

So, you should directly report to the third party if you have any complaint, question or request during consuming any of its properties. It is under your responsibility to review all the policy and legal documents that apply to the third party.

6. User Content Policy

Our website and software applications may provide a way to users to communicate with us or other users and to create, post and share content they created (“User Content”) on the website and software applications. It can be text, pictures, photographs, videos, “Audio-to-Haptic” profiles and other materials and the owner of the content has all rights to and liabilities for them. We don’t have any obligation on those content including accuracy, legality, quality and etc. In principle, we don’t monitor user content, but we can remove, edit or block certain content any time in our sole discretion without notice.

It is because anyone can access our website, if you post or upload your user content to the website, we consider it as a non-confidential and non-proprietary and you grant rights to us and the public who accessed to the website to use, copy, distribute and modify.

If legal or moral issues arise out of using, copying or sharing the content of another person, the user is responsible for all of it. Also if your user content violates any kind of law, we may disclose your personal information to the relevant authorities.

7. Feedback

We are pleased to hear any kind of your feedback including suggestions, brilliant ideas and proposals. At the moment you submit feedback, we consider that you assign us the right to use your feedback in any way to improve our products and services without notice and any kind of compensation.

8. Products & Services

We are always trying to provide our customers with the best products and services, but it doesn’t mean that we can guarantee you will be satisfied with them. Therefore, please read the full description of the products and services to minimize differences between your expectations and the actual ones. However, we can’t disclose certain confidential information of products and services even if you request it for your decision making. All the information we can provide is stated on our website and product manual, please refer to it but it can be changed or edited at any time without notice.

We may launch new products & services or discontinue existing ones in our sole discretion without any notice. Some products such as newly launched or lacked inventory ones can be subject to a pre-order. Normally we notify the estimated delivery time of pre-order products and we try to keep a promised date, but it is subject to change depending on the situation (ex. raw material supply, manufacturing schedule, user demand, etc.)

In some cases, we can restrict sales of our product and service to certain country, person or entity in our sole discretion. Also, we may restrict your usage of our products or services if we judge that all or any part of your usage is illegal, threaten the health & safety of the public or violate any of our policies.

9. Natively Supported Third-Party Content

The list of third-party content with native support for bHaptics TactSuit can be found on our website and will continue to grow in our continuous effort to provide a wider range of natively supported content to our users. Nonetheless, we do not guarantee the quality of listed of third-party content or support provided by the third parties. The native support can be temporarily or

permanently changed, removed or discontinued at the discretion of bHaptics or third-party developers at any time without prior notice. You agree and acknowledge that neither bHaptics or third-party developers have obligation or liability for any kind of loss or inconvenience arising out of such change or removal of native support.

10. SW Updates

To use our products and services you have to install accompanying SW and it can be updated without any notice. Normally we release updated SW to support new features or to fix some errors and bugs. We suggest you to update SW whenever a new version is released, but it is not mandatory (it is your choice). However, if you choose not to update SW, you are solely responsible for all the problems and issues caused by not updating the SW (if you don't update your SW, it may cause malfunction of product/service and several features may not be available).

11. Online Shop

You can purchase our products or services directly from our online shop and it is basically for individual customers. If you want to build B2B relationship or place a bulk order, please contact us at contact@bhaptics.com. You may have to input your personal information such as name, address, email address, contact information, etc., to place an order and submitting those information means you grant us the right to use the information to fulfill your order.

You are entirely responsible for the accuracy of the information you submitted (purchasing item, quantity, billing/shipping address, account information, contact information), so we don't take any responsibility for all the issues caused by the wrong information you provided.

If you place an order on the online shop, we check your order and do our best to deliver the purchased item as soon as possible. However, on average it takes about 5 business days to be shipped after your purchase (except pre-order, out of stock case).

(1) Accuracy of Information

: The online shop provides information on items sold, prices, shipping and etc. We will try to provide the up-to-date information, but it can be outdated, incorrect, or misspelled. Also, all the information described in the online shop (including items, prices, shipping, payment method, etc.) can be edited without notice.

(2) Pricing and Payment

: The price tag of online shop is subject to change, and it doesn't include shipping fee, tax and customs. Especially we don't know how much tariff will be imposed, so please check it with your country's customs office.

You can pay with various payment methods such as credit card, PayPal or wire transfer (in case of wire transfer, it takes about 3~5 business day to confirm your payment).

(3) Reject, Cancel, Return & Refund

: Sometimes we may reject your order and, in that case, we will attempt to notify you by contacting via e-mail/phone number you stated in the order sheet.

Of course you have the right to cancel or request return & refund to us. You can cancel your order any time before package is shipped, but once delivery has begun only return/refund and replacement are available only for unopened or defective products. And the subject product must be shipped back to us within 30 days from the date of your receipt of the product. (return & refund is not available for SW, content once it is opened)

Please refer our [Cancellation, Return & Refund Policy](#) for more details.

12. Termination

Your access to our website can be terminated by us without any notice if you violate any of these terms or our policies or your access can be harmful to us and other users.

13. Indemnity

You agree to defend, indemnify and hold harmless bHaptics Inc., its affiliates, its officers, directors, shareholders, employees, agents, contractors, subsidiaries, licensors and other parties from and against any third-party claims, demands, loss, liability or expenses (including attorneys' fees) caused by or arising out of your breach of these Terms and Conditions or other applicable terms, policies, warnings or instructions provided by bHaptics Inc or your violation of any applicable law or any rights of third party.

14. Limitation of Liability

To maximum extent permitted by applicable law, in no event shall bHaptics Inc., its officers, directors, employees, shareholders, agents be liable to you for any indirect, direct, incidental, consequential or punitive damages resulting from your use of our website, products and services even if bHaptics Inc. has been advised of the possibility of such damages. Some jurisdictions do not allow limitation of liability, so the above limitation sets may not apply to you.

15. Governing Law

These Terms and Conditions will be governed by the laws of the United States and by the laws of State of California and Seoul, Korea without regards to its conflict of law provisions. If you are a resident of any other region, you are solely responsible for compliance with applicable local laws.

16. Changes to these terms

We have the right to change these Terms and Conditions at any time without prior notice. The new terms and conditions will be effective from the date it is posted and if you continue to use our website/products/services after the terms have been updated, we regard you agree with our new terms and conditions. You can check the most current version of the terms and conditions whenever you want at www.bhaptics.com.

17. Copyright

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