

bHaptics Limited Warranty

USA and Canada

READ THIS INFORMATION BEFORE USING YOUR DEVICE. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER.

BY USING YOUR BHAPTICS PRODUCT, 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 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? (Not applicable to residents of Québec who enter into a contract to which the Consumer Protection Act (CPA) applies)

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.

AGREEMENT TO ARBITRATE DISPUTES (Not applicable to residents of Québec who enter into a contract to which the Consumer Protection Act (CPA) applies)

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH BHAPTICS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM BHAPTICS

Binding Arbitration. Except for disputes in which either party seeks to bring an individual action in small claims court, You and bHaptics agree (a) to waive Your and bHaptics' 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 bHaptics' respective rights to a jury trial. Instead, You and bHaptics 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 bHaptics agree that any Dispute arising out of or related to this Limited Warranty, is personal to You and bHaptics 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 bHaptics agree that there will be no class arbitration or arbitration in which and individual attempt to resolve a

Dispute as a representative of another individual or group of individuals. Further, You and bHaptics 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 bHaptics 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 bHaptics shall be sent to bHaptics Inc., Bldg 3 Unit 503, 70, Yuseong-daero 1689beon-gil, Yuseong-gu, Daejeon, Republic of Korea (34047). Your notice must include (a) Your name, postal address, telephone number, the email address You use, (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 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 bHaptics 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 bHaptics 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 bHaptics agree that any Dispute must be commenced or filed by You or bHaptics within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that You and bHaptics will no longer have the right to assert such claim regarding the Dispute). You and bHaptics 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. You may litigate a Dispute in the small claims court located in the U.S. country 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 Warranted; 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.

Rules of AAA. The rules of AAA and additional information about AAA are available online at www.adr.org or by calling the AAA at 1-800-778-7879. 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

You may opt out of this agreement by providing notice to bHaptics no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product. To opt out, you must send notice by e-mail to support@bhaptics.com, with the subject line: "Arbitration Opt Out." You must include in the opt-out email (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) Serial Number (Please visit www.bhaptics.com/support/faqs and check General > Device Information to see how to find a serial number.) No other form of notice will be effective to opt out of this agreement to arbitrate. Opting out of this Agreement will not affect in anyway the benefits to which you would otherwise be entitled, including the benefits of the Limited Warranty.