

## Terms and Conditions

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Welcome to [www.bhaptics.com](http://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 access or use our products/services, we will assume you agree to be bounded by these terms. Therefore, before using our website/products/services please read these terms carefully and do not 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 new product or service is released, we announce it in 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 do not disrupt other users' user 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 user account with a user name 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 to us immediately.

We recommend you to 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 However, the information may outdated, differ from actual products and services. Also, colors of photos and graphics on the website can be vary depending on the specification and setting 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 center([support@bhaptics.com](mailto:support@bhaptics.com))

### 5. Third Party Link

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

your choice and the third party has responsibility on every content and materials.

So, you should directly report to 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 may provide a way to users to communicate with us or other users and to create, post and share they created content("User Content") on the website. It can be a text, pictures, photographs, videos and other materials and the owner of the content has all the right and liabilities about 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 right to us and the public who accessed to the website to use, copy, distribute and modify.

If legal or moral issues arising in 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 right to use your feedback in any way to improve our products and services without notice and any kind of compensation.

## **8. Product & 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 in our website and product manual, please refer it but it can be changed or edited at anytime without notice.

We may launch new product & service 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, ma manufacturing schedule, user demand and etc.)

In some cases, we can restrict sales of our product and service to certain country, person or entity based on our sole discretion. Also, we may restrict your usage of our product 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. SW Updates**

To use our products and services you have to install accompanying SW and it can be updated without any notice. Normally we released updated SW to support new feature or to fix some errors and bugs. We suggest you to update SW whenever the new version is released, but it is not a 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 causes malfunction of product/service and several features are not available).

## 10. Online Shop

You can purchase our products or services directly from our online shop and it is basically for individual customers. If you want build B2B relationship or place a bulk order, please contact us via [contact@bhaptics.com](mailto:contact@bhaptics.com). You may have to input your personal information such as name, address, email address, contact information and etc to place an order and submitting those information means you grant us 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 and 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 in 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 the e-mail/phone number you stated in the order sheet.

Of course you have right to cancel or request return & refund to us. You can cancel your order anytime 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 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.

## 11. 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.

## 12. 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.

## 13. 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.

#### **14. 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 regard to its conflict of laws provisions. If you are residence of any other region, you are solely responsible for compliance with applicable local laws.

#### **15. Changes to these terms**

We have right to change these Terms and Conditions at anytime without prior notice. The new terms and conditions will be effective from the date of 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](http://www.bhaptics.com).

#### **16. Copyright**

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