

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 secured. If you notice any unauthorized use of your account, please contact 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 However, the information may be outdated or differ from actual products and services. Please note that the colors of photos and graphics on the website may appear differently depending on the specifications and settings of your monitor. Therefore, we recommend that you do not rely solely on the information provided on this website, and only refer to it for your decision making. For more accurate and up-to-date information, you may send an inquiry to our customer support team (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 the content, services, products, or transactions that

you may make on or through the third-party websites and we make no representation or warranty as to their accuracy, completeness, reliability, suitability, or availability. 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.

It is your responsibility to review all relevant policy and legal documents when using any properties belonging to a third party. If you have any complaints, questions, or requests, you should address them directly to the third party.

6. User Content Policy

On our website and software applications, users have the option to communicate with us and other users, as well as create, post, and share content they have created ("User Content"), such as text, images, videos, "Audio-to-Haptic" profiles, and other materials. The users who create the content are responsible for and retain ownership of the content. We do not take responsibility for the accuracy, legality, or quality of user content. While we do not actively monitor user content, we reserve the right to remove, edit, or block certain content at our discretion without notice.

By posting or uploading user content to our website, users understand that the content is non-confidential and non-proprietary and grant the public who access our website the right to use, copy, distribute, modify, re-distribute the content.

Users are solely responsible for any legal or moral issues that may arise from the use, copying, or sharing of another person's content. Additionally, if user content violates any law, we may disclose the user's personal information to relevant authorities.

7. Feedback

By submitting any feedback, including suggestions, ideas, and proposals, to us, you hereby grant us the right to use such feedback in any way to improve our products and services without notice and without any compensation to you.

8. Products & Services

While we strive to provide our customers with the best products and services, we cannot guarantee that you will be satisfied with them. Therefore, we recommend that you carefully review the full description of our products and services before making a purchase to minimize any differences between your expectations and the actual product or service. However, please note that certain confidential information about our products and services may not be disclosed, even if requested. All the information we provide is stated on our website and product manual, which may be subject to change or editing at any time without notice.

We reserve the right to launch new products and services or discontinue existing ones at our sole discretion without any notice. Some products such as newly launched, or out-of-stock items may be subject to pre-order. While we will notify the estimated delivery time of pre-order products and make every effort to keep to the promised date, this may be subject to change depending on factors such as raw material supply, manufacturing schedule, user demand, etc.

In certain cases, we may restrict sales of our products and services to certain countries, individuals, or entities at our sole discretion. Additionally, we reserve the right to restrict your usage of our products or services if we determine that all or any part of your usage is illegal, poses a threat to the health and safety of the public, or violates any of our policies.

9. Natively Supported Third-Party Content

A list of third-party content with native support for the bHaptics TactSuit can be found on our website and will continue to expand as we strive to offer a wider selection of natively supported content to our users. However, we do not guarantee the quality of the listed third-party content or support provided by third-party providers. The native support can be temporarily or permanently altered, 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 nor 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 utilize our products and services, you must install the accompanying software (SW), which may be updated at any time without prior notice. We usually release updated SW to add new features or address errors and bugs. While we recommend updating SW whenever a new version is available, it is optional. However, if you opt not to update the SW, you will be solely responsible for any problems or issues resulting from not updating, including potential malfunctions of the product/service and unavailability of certain features.

11. Online Shop

You can purchase our products or services directly from our online store, which is designed for individual customers. For business-to-business (B2B) relationships or bulk orders, please contact us at contact@bhaptics.com. To place an order, you will need to provide your personal information, such as name, address, email address, and contact information. By submitting this information, you grant us the right to use it to fulfill your order.

It is your responsibility to ensure the accuracy of the information you provide (including the items you purchase, the quantity, billing and shipping addresses, account information, and contact information). We cannot be held responsible for any issues that arise from incorrect information provided by you.

Once you place an order through our online store, we will review it and do our best to deliver your purchase as soon as possible. On average, it takes approximately 5 business days to ship after purchase (excluding pre-orders or out-of-stock items).

Accuracy of Information

Our online store provides information on the items we sell, prices, shipping, and more. We strive to keep this information up-to-date, but it may be outdated, incorrect, or contain typos. Additionally, all information on the online store (including items, prices, shipping, payment methods, etc.) may be edited without notice.

Pricing and Payment

Prices in our online store are subject to change and do not include shipping fees, taxes, or customs. We do not know the amount of tariffs that may be imposed, so please check with your country's customs office.

You can pay using various methods, such as credit card, PayPal, or wire transfer (wire transfer payments can take 3-5 business days to confirm).

Reject, Cancel, Return & Refund

In rare cases, your order may be rejected, and we will promptly notify you via email or phone, using the contact information provided in the order form.

You have the right to cancel your order at any time before the package is shipped. You can submit a cancellation or return request directly through our website using the "Withdraw from contract here" button, or by contacting us. Once delivery has commenced, only products that have been purchased directly from the official bHaptics Inc. online shop, in their original condition, or defective products with

manufacturing defects, or products refurbished by bHaptics and purchased from bHaptics ("Refurbished Products"), may be eligible for a refund or replacement. To initiate a return, the eligible items must be requested within 45 days from the date of receipt. Once a return label is received, the package must be shipped back to us within 15 days of receiving our email with the return label.

Please note that shipping and handling fees for both the original shipment and the return shipment are non-refundable for return and refund cases. Damaged or repaired products, customized or personalized products, and second-hand products are exempt from our return and refund policy and are not eligible for returns or refunds. Additionally, returns and refunds are not applicable to software or content that has been redeemed.

For more information, please refer to our [Cancellation, Return & Refund Policy](#).

12. Promotional Offer and Coupon

We reserve the right to provide promotional offer or discount coupon for promotional or other purposed at our sole discretion. By placing an order using a promotional offer or using a discount coupon from our online shop, you agree to be bounded by these Terms and Conditions.

Expiration

Each promotional offer or discount coupon is available for a limited time only and will expire on the date specified at the point of issuance.

Redemption

Promotional offer or discount coupon may be limited to one-time use per customer and cannot be combined with other promotional offers or discount coupons. Also, may be minimum purchase requirements apply to some promotional offers or discount coupons. Also, discount coupons are not valid on prior orders, prior purchased, or pre-ordered items. You agree that we reserve the right to exclude certain products from promotional offer or the subject for the discount coupon at our sole discretion.

Modification, Termination

Promotional offers and discount coupons may be modified or discounted at any time at our sole discretion.

13. Termination

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

14. 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.

15. 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.

16. 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 reside outside of these regions, it is your sole responsibility to abide by the local laws applicable to you.

17. Changes to these terms

We have the right to change these Terms and Conditions at any time without prior notice. The updated terms will take effect from the moment they are posted and if you continue to use our website, products, or services after the change, it will be considered that you have accepted the new terms. You can access the latest version of the terms and conditions at any time on our website at www.bhaptics.com.

18. Copyright

All information, products and services, pictures, digital downloads, SW and other materials (except user content, feedback) used on this site are the property of bHaptics Inc. and protected by international copyright laws.

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