

Terms and Conditions

Updated: October 19, 2018

The following reflect the terms and conditions for use of this site, FocusOnVR, effective as of the date referenced above.

I. Content

- a. All written content present on this site is the original work of the site's staff and administration, and may not be copied, duplicated, re-used, re-transmitted, re-sold, bartered, or passed off as one's own original work without express written permission from FocusOnVR.
 - i. The exception to this clause is in the case of incorporation of limited excerpts of content, with attribution and linking to the site, as approved by the site's administration.
- b. All non-photographic visual content is either originally commissioned work by FocusOnVR, or used under the appropriate no-attribution licenses from stock image services.
- c. Photographs that are used on the site are one of the following:
 - i. Original works by the site's contributors or staff.
 - ii. Stock images made available for free use with no-attribution licenses.
 - iii. Official product or service images made available by the respective product or service manufacturers or providers for the purposes of media, sales, and review use.
 1. Any images of this nature, including but not limited to photographs, logos, and similar, are used under the doctrine of Fair Use.
 2. Despite this, where possible, brand approval processes have been voluntarily complied with by FocusOnVR.
 3. In all of these cases, photos, logos, and so forth remain the property of their respective copyright or trademark holders.
- d. All content is thoroughly researched and as accurate as possible. However, our staff does occasionally make mistakes. Additionally, elements of our content may reflect individual opinions and perspectives on a given topic, which are not necessarily the opinions of FocusOnVR, its owners/administrators, hosting services, etc.
- e. All content is designed to inform and entertain, while providing advice to readers. See *II. Indemnification* below for limitations.
- f. All content is provided without bias or biased, racist, sexist, or other discriminatory motivations to the fullest extent possible.
- g. All content is for general audiences, though it is not necessarily aimed at or generally suitable for minors. While topics such as the adult-oriented uses of VR technology may be covered, in no cases, however, will content on the site be considered indecent, pornographic, visually disturbing, or otherwise require warnings, age verifications, or ratings that would exclude general audiences from viewership.

- i. Likewise, where content on the topics provided may be restricted based on local, state, or federal laws or regulations, it is the responsibility of readers to comply with these regulations, and not the responsibility of FocusOnVR, its staff, administration, or other associated personnel.

II. **Indemnification**

- a. Voluntary viewership and use of this site means users are agreeing to completely indemnify FocusOnVR, its staff, administrators, owners, hosts, and other affiliated personnel from any legal liability arising from use of the site or its contents.
 - i. Put simply, this is a review website, and no one writing for the site purports to be a doctor, lawyer, or otherwise certified in any fields that may, even tangentially, be construed as providing professional advice that otherwise requires certification or registration with relevant state or federal authorities. Therefore all advice, reviews, commentaries, and other written content items should be considered public domain and opinion-based, and shall not be construed as professional legal, medical, or other advice to the extent that those categories are defined in law.
 - ii. Actions, decisions, and choices made by readers based upon the information of this site are to have the force and effect in law of being actions, decisions, and choices of the individual only, and FocusOnVR shall be held harmless from any and all outcomes, effects, and responsibilities thereto.
- b. Users agree to hold FocusOnVR, its staff, administrators, owners, hosts, and other affiliated personnel blameless for any and all technological problems they may have during or after use of the site, included but limited to 1) malfunctions of the site, 2) malfunctions of their web browser, computer, mobile device, etc., 3) infection with viruses or malware from advertisements or affiliates, 4) compromises of identify based on voluntarily provided personal information, or 5) any other deleterious effects on user's technology or other belongings, whether or not it could reasonably be argued to have been caused by use of FocusOnVR either partially or wholly.
 - i. FocusOnVR takes user privacy and experience seriously. Please see our Privacy Policy for more information.
 - ii. FocusOnVR makes every reasonable effort to ensure that the advertising networks and affiliate networks featured on our site do not contain malware, viruses, or other malicious content, but does not purport to have any responsibility to do so, and consequently waive all legal responsibility in this area.

III. **Website is Provided "As-Is"**

- a. The content, design, and other aspects of this website are provided in "as-is" condition, without claim or contest to validity, functionality, or other objective or subjective measures of quality and usability. As no explicit membership is required, the only agreements between FocusOnVR and users shall be those governed by this document.

- b. No expectations, explicit or implied, shall exist on the part of users of the site as to the frequency of updates, quality or validity of content, functionality and compatibility of the website, or any other criteria, except where required by law.
- c. Where relevant, the MSRP or “list prices” of products and services may be referenced. In all cases, these are treated not as purchase prices, but reference data points for comparison. Actual prices, which may be provided by our affiliates and advertisers for products or services featured on our site, are subject to change and at the control of the affiliate or advertiser in question. There is no obligation for FocusOnVR to update or revise the MSRPs based on price changes from the manufacturer or provider of the product or service, though every effort to do so will be undertaken. In all cases, MSRP data is provided “as is” and for informational and reference purposes only.

IV. Advertising and Affiliate Programs

- a. At the sole discretion of the site administration, advertising, affiliate programs, or other sponsored content, links, or monetization may be undertaken on the website.
- b. All advertising, affiliate programs, and other monetization will be selected with care to be relevant to site users based upon the articles and areas in which it is placed.
- c. The company will undertake reasonable efforts to ensure the quality and relevance of advertising, but shall be held blameless, as outlined in *II. Indemnification* from any consequences of these elements, click-throughs, and other user interactions.

V. Disclosure of Financial Relationships and Conflicts of Interest

- a. As of the date of this document, no financial relationships or conflicts of interest exist between the administrators, owners, contributors, or other personnel affiliated with FocusOnVR, and any of the companies or providers of hardware, software, or other items that make up the content of the site.
- b. The site derives any and all operational income from the advertising and affiliate programs mentioned in *IV. Advertising and Affiliate Programs*. Despite this, all reviews are made in good faith and are intended to be non-biased, honest, and thorough, reflecting our authors’ true opinions on the devices and services reviewed herein.
- c. No promotional consideration has been furnished by any of the companies whose products or services are featured on our site, as of the date of this document. If such promotional considerations are provided in the future, they will be explicitly noted (for example, pre-market or complementary products for review).
 - i. In the case of pre-release or pre-production models furnished for review, all relevant covenants of appropriate timing, non-disclosure agreements, confidentiality, and press embargos will be respected.

VI. Administration and Moderation

- a. The site administrators retain sole discretion to moderate, remove, or redact user-submitted content, malicious content, or other content that they find objectionable, without debate or appeal from users.

- i. This includes, but is not limited to, offensive names, comments, advertisements, malicious programs, the results of hacking or other malicious actions against the site, or any other content as determined by the administrators.
 - ii. Repeated violations may result in IP addresses being banned from accessing the site.
 - b. Any other administrative and moderation actions that the administrators deem necessary for the functioning, quality, or viability of the site may be undertaken at their sole discretion, at any time, up to and including shutdown of the website.

VII. Malicious Action Against the Site

- a. Any attempted malicious actions against the site will be investigated, reported, and prosecuted to the fullest extent of applicable laws. These actions include, but are not limited to 1) denial of service attacks, 2) fraudulent/spam comment or contact submissions, 3) hacking the site with the intent or effect of altering its content, presentation, access, administration, or other factors, 4) the implantation of malicious programs, malware, viruses, or other products designed to harm the site, site users, advertisers, affiliates, hosts, or other affiliated stakeholders, 5) repeatedly posting offensive or illegal content in areas where users can provide feedback, comments, or posts of their own, 6) attempting to smear, defame, libel, or otherwise taint the reputation of the site unfairly in the media, public discourse, on competitive websites, or elsewhere, as protected by law, and 7) any attacks or actions of a negative nature against our staff, administrators, owners, hosts, contributors, advertisers, or otherwise affiliated personnel.

VIII. Retention of Rights

- a. FocusOnVR retains any and all rights to content and conduct within its website that are not explicitly stated in this document.
 - i. Exceptions include any rights that may supersede this clause, including but not limited to the rights of advertisers over their own intellectual property, the rights of stock photo owners transferred via license only, and similar situations.

IX. Survival and Transfer of Rights

- a. In the event of a change in ownership of this site, dissolution of the site, purchase, modification, or other material changes to the site in its form as of the date of this document, all rights granted herein shall survive that transaction and transfer to new ownership, unless explicitly denied as part of any agreement thereto.
- b. In the event of dissolution of the site, content remains copyright of the site, staff, administrators and owners, and all relevant terms and conditions relating to use of that content still apply in perpetuity throughout the universe.

X. Force and Effect In Law

- a. This document shall have the force and effect in law of a legally binding contract between users of the FocusOnVR site and the owners, administrators, staff, management, hosts, and other affiliated personnel, except where prohibited or modified by superseding law.

XI. Force Majeure

- a. FocusOnVR provides no guarantees of service, content availability, access, speed, quality, or other factors relating to the site and its users.
- b. This includes factors both within and beyond the control of FocusOnVR, its staff, administrators, owners, contributors, hosts, or other affiliated personnel.
- c. In the case of circumstances beyond the control of the company, the doctrine of force majeure shall apply.

XII. Changes and Revisions to This Document

- a. FocusOnVR retains the right to modify these Terms and Conditions at any time, and will post revised Terms and Conditions as of their effective date, with the date indicated at the top of this document.