

MICROSOFT RESELLER TERMS AND CONDITIONS

微软转售商条款和条件

Resellers must comply with the following Microsoft Reseller Terms and Conditions as a condition of distributing the Products (either, tangible cards ("POSA Product") or the digital transmission of a code is referred to as "ESD Product").

转售商必须遵守下列微软转售商条款及条件，并根据条属性散布产品（视情况指称有形卡片，简称「POSA 产品」，或是代码的数字传输，简称「ESD 产品」）。

1. Distribution Requirements

1. 分销要求

(a) Reseller shall distribute Products only in the Territory and only to a Retailer (if a Subdistributor) or an End User (if a Retailer). All terms and conditions contained herein shall apply equally to a Reseller, Retailer, or Subdistributor, as applicable. If Reseller is a Subdistributor, such Subdistributor must advise its Retailer that such Retailer's compliance with these Reseller Terms and Conditions, without modification, is a condition of such Retailer's distribution to End Users and all references to "Retailer" herein shall apply to such Retailer.

(a) 转售商对产品的分销应仅在区域内进行，并且应仅向零售商（对于分销商而言）或终端用户（对于零售商而言）进行分销。如果一家转售商是分销商，则该等分销商必须告知其零售商，该等零售商对本转售商条款和条件的遵守，且不得作任何修改，构成该等零售商向终端用户进行分销的前提条件，并且此处全部有关“零售商”的规定应适用于该等零售商。

(b) Reseller acknowledges and agrees that Microsoft: (i) will have no liability to Reseller or any End User arising from Product availability or any Product shortages; and (ii) may at any time limit order quantity or impose other limitations or conditions on Products.

(b) 转售商确认并同意，微软：(i) 不对转售商或任何终端用户承担任何由产品可供获取或产品短缺而导致的责任；并且(ii) 可以在任何时间限制订单数量，或者对产品设置其他的限制或条件。

(c) Reseller shall not distribute Products provided by any source other than InComm or Subdistributor unless such source is a Microsoft-approved distributor of the Products.

(c) 转售商不得分销任何由银科互通或分销商以外来源所提供的产品，除非该等来源是一家由微软批准的产品经销商。

(d) Retailer shall coordinate with InComm or Subdistributor, as applicable, to ensure fulfillment of each End User's purchase.

(d) 零售商应与银科互通分销商（根据情况二者择一）协作合作，以确保完成对每一终端用户的销售。

(e) Microsoft may discontinue the availability of any Product at any time and shall have no obligation to Reseller with respect to any Product. Upon notice of discontinuance, Reseller shall immediately return all Products to InComm, and Microsoft shall be solely responsible for repurchase of Products returned due to the discontinuance. Retailers may retain all information and data necessary to provide a digital locker service to End Users in accordance with this agreement.

(e) 微软可以在任何时间停止对任何产品的供应，并且不对转售商承担任何有关产品的责任。在收到停止供货通知后，转售商应立即将所有代码归还银科互通，并且微软只对重新购买由于停止供货而归还的代码单独承担责任。零售商可以保留根据本协议向终端用户提供数字存储服务所必需的全部信息和数据。

(f) Microsoft may require InComm to recall Microsoft Products at any time. Reseller shall cooperate in all respects with any such recall.

(f) 微软可以在任何时间要求银科互通召回产品。转售商应对该等召回提供各方面的合作。

(g) Reseller shall promptly report any damaged Products to InComm and shall not sell or resell any such damaged Products to any third party.

(g) 转售商应及时向银科互通报告任何受损产品，并且不得向任何第三方销售或转售任何该等受损产品。。

(h) Retailer shall provide a secure purchase and check out for End Users.

(h) 零售商应向终端用户提供安全的购买和结账服务。

(i) Reseller shall adhere to all ESD Product specific digital rights management requirements whether provided by InComm or Microsoft.

(i) 转售商应遵守所有针对 ESD 产品的特定数字权利管理要求，无论该等要求是由银科互通或是微软提出的。

(j) Reseller shall comply with the current version of the Microsoft Reseller Terms and Conditions that apply to the specific Products distributed by Reseller.

(k) Retailer shall remain no less than PCI level 3 compliant at all times in connection with the distribution of Products.

(l) Reseller shall provide transaction level customer service available for free via at least two methods, such as phone, internet, email, or chat during regular business hours, Monday through Friday (except on national holidays).

(m) Reseller shall be responsible for lost or failed Products.

(n) For POSA Products:

(1) If Reseller installs the activated POSA Product on an End User device at End User's request, Reseller shall comply with the End User POSA Product installation requirements as set forth herein and any End User restrictions on use that may apply in connection with such installation services;

(2) Reseller shall ensure POSA Products are scanned into inventory;

(3) Reseller shall merchandise POSA Products on the retail floor and not under any type of security measure (for example, in a locked cabinet);

(4) Reseller shall ensure POS terminals are capable of real-time Card activation status check;

(o) For ESD Products:

(1) Reseller shall deliver the purchased, activated ESD Product to the End User on a register/kiosk receipt for print-to-receipt ("PTR"), or via email communication and/or SMS/text message for online sales; as well as into the End User's Digital Locker, as applicable;

(2) Reseller shall not cache or otherwise engage in the practice of stockpiling codes rather than fulfilling a simultaneous End User Transaction;

(3) Reseller shall use only Microsoft-provided, localized Product title and images, descriptions/messaging, logos and branding, download and system requirements, account sign up details, and redemption/download instructions, without modification on ESD product pages and with ESD Product on confirmation/receipt email or SMS/text message (online) or in merchandising and with ESD Product on register/kiosk receipt (in store).

(4) Reseller shall clearly and conspicuously disclose the following Required Minimum Terms and Conditions to End Users pre- and post-purchase:

1. Any End User restrictions on purchase or use;

(j) 转售商应遵守适用于其分销的特定产品的微软转售商条款和条件的现行有效版本的规定。

(k) 零售商应就产品之散布，全程符合不低于 PCI 标准 3 级 (PCI level 3) 的认证资格。

(l) 转售商应至少透过两种方式，例如电话、因特网、电子邮件或聊天室等，于周一至周五 (国定假日除外) 正常营业时间内，免费提供交易层级的客户服务。

(m) 转售商应承担产品遗失或失败的相关责任。

(n) POSA 产品：

(1) 倘若转售商顺应用户要求，于用户设备上启动 POSA 产品，须由转售商遵守此处所载之用户 POSA 产品安装规范，以及可能适用于该等安装服务的用户限制；

(2) 转售商应确认 POSA 产品业经扫描纳入库存列表；

(3) 转售商应于零售店面贩卖 POSA 产品，且不得加置任何类型的安全措施 (例如上锁的橱柜)；

(4) 转售商应确认 POS 终端机能实时检查卡片的启用状态；

(o) ESD 产品：

(1) 转售商应根据收款机/kiosk 收据将已购买并启用的 ESD 产品供应予用户，进行打印取货 (简称「PTR」)，或透过电子邮件通讯及/或 SMS/简讯做在线销售；以及在适用情况下置入用户的数字储存柜；

(2) 转售商不得暂存，或以其他方式囤积或扣留代码，而应如实同步履行用户交易；

(3) 转售商仅能使用微软提供及在地化的产品标题与图片、说明/讯息、标章与品牌、下载与系统需求、帐户登录细节，以及兑换/下载说明，不得修改 ESD 产品页面，以及 ESD 产品之确认/收条电子邮件或 SMS/简讯 (在线)，或在销售期间及 ESD 产品的收款机/kiosk 收据 (店内)。

(4) 转售商应于购买前及购买后清楚且明确地向用户揭露下列「规定最低条款与条件」：

1. 任何与购买或使用有关的用户限制；

2. Correct Product licensing information (online) and/or on all merchandising assets, and with ESD Product on register/kiosk receipt (in store);

3. Clear messaging of Retailer's return policy, either online or in store, if applicable;

4. Clear information on how to contact support for help on transaction, receiving link to bits, ESD Product fulfillment, Product installation and ESD Product activation/redemption, as applicable (with ESD Product on register/kiosk receipt for PTR transactions); and

5. Any other Product Information or disclosures required by applicable Law or provided by InComm or Microsoft.

(5) Retailer shall provide each End User with proof of purchase of each ESD Product purchased;

(6) Retailer shall not engage in any Consumer Relationship Marketing (CRM) without End User opt-in;

(7) For ESD Products sold PTR (Print to Receipt), Reseller shall display the following clear and prominent messaging to End Users on merchandising assets AND with ESD Product on the register/kiosk receipt: "ESD Product cannot be replaced – keep in a safe place";

(8) For ESD Products sold PTR, where Required Minimum Terms and Conditions may not be disclosed in full due to space restrictions, Reseller shall deliver on the register/kiosk receipt Microsoft-provided URLs without modification to End Users together with End User's ESD Product so that End Users may access download and system requirements, account sign up details, redemption/download instructions and terms and conditions;

(9) For ESD Products sold PTR, for Office Print to Receipt in-store transactions, Reseller shall ensure that the Retailer cashier/sales person physically attaches the receipt (containing Office ESD Product) to the PTR Chit Card and provides both the PTR Chit Card and receipt to the End User.

(p) Reseller shall comply with the following End User Support Requirements:

2. 在线及/或所有商业资产，以及 ESD 产品之收款机/kiosk 收据 (店内) 上的正确授权信息；

3. 清楚的零售商退还政策讯息，不论在线亦或是店内，视情况适用；

4. 与如何洽询客服人员以寻求交易相关协助、接收链结、ESD 产品履行、产品安装以及 ESD 产品启用/兑换等支持有关的清楚信息，视情况适用 (PTR 交易之收款机/kiosk 收据 ESD 产品)；以及

5. 适用法律要求或是 InComm 或微软规定的任何其他产品信息或揭露。

(5) 零售商应就每位用户所采购的每项 ESD 产品提供购买证明；

(6) 零售商不得在用户未选择加入的情况下，从事任何客户关系营销 (CRM)；

(7) 就 PTR (打印取货) 出售之 ESD 产品，转售商应于商业资产上以及于 ESD 产品的收款机/kiosk 收据上清楚及显著地显示下列讯息：「ESD 产品不得更换 — 请存放于安全处」；

(8) 就 PTR 出售之 ESD 产品，若因空间限制而无法揭露所有的「规定最低条款与条件」，转售商应于 ESD 产品供应予用户之际，于收款机/kiosk 收据上告知微软所提供的 URLs，俾利用户取得下载与系统需求、帐户登录细节、兑换/下载说明，以及条款和条件；

(9) 就 PTR 出售之 ESD 产品而言，如为办公室打印取货之店内交易，转售商应确认零售商收银员/业务人员确已将收据随附于 (包含办公室 ESD 产品) PTR Chit 卡，并将 PTR Chit 卡与收据一起提供予用户

(p) 转售商应遵守下列用户支持规定：

Error message 错误讯息	Cause and solution 原因与解决方式	Partner Steps 伙伴步骤	Direct to Microsoft Support? 转交微软支援人员？	Notes 备注
Please enter a valid Code. 请输入有效的代码。	The prepaid ESD Product you entered is incorrect. Try re-entering the ESD Product shown on your prepaid Card. If you've correctly entered the ESD Product, contact Microsoft Support by visiting	Validate the ESD Product the End User is using is correct, i.e., reading correctly	Yes 是	Microsoft will review the ESD Product with the End User and will research if there is

Error message 错误讯息	Cause and solution 原因与解决方式	Partner Steps 伙伴步骤	Direct to Microsoft Support? 转交微软支援人员?	Notes 备注
	http://www.xbox.com/support/contact . 您未输入正确的预付ESD产品。请再次输入您预付卡上显示的ESD产品。如果您已正确输入ESD产品，请与Microsoft支持人员联系，网址为 http://www.xbox.com/support/contact 。	on the receipt or digitally. 确认使用者所用的ESD产品正确无误，即能透过纸本收据或数位格式正确读取。		an issue with the ESD Product. 微软将检验该使用者的ESD产品，并研究该ESD产品是否有问题。
This Code has already been used. Please enter a Code that has not been used. 此代码业经使用。请输入尚未使用过的代码。	The prepaid ESD Product that you're trying to use was already used by you or by another Xbox Live member and it cannot be reused. If you're trying to redeem a ESD Product for a content item, check your download history to see if the item is already there. 您尝试使用的预付ESD产品，业经您本人或是另一位Xbox Live会员使用过，无法重复使用。若您试图兑换一组ESD产品内容项目，请检查您的下载记录，看看该项目是否已经存在。	The user, or another user, has already redeemed the ESD Product provided. Validate that you have not provided the same ESD Product to 2 users or that the single user hasn't used. 该使用者或另一位使用者业已兑换该等ESD产品。确认您并未将同样的ESD产品提供给2位使用者，或该单一使用者尚未使用过。	Yes 是	Microsoft will research who redeemed the ESD Product and try to correlate between the End User and the redeemer. Microsoft will not provide who redeemed the ESD Product. 微软将研究是谁兑换了该ESD产品，并尝试查询使用者与兑换者之间的关系。微软无法直接揭露是谁兑换了该ESD产品，敬请谅解。
This Code cannot be redeemed under your current membership type. 您目前的会员类型无法兑换此代码。	Certain offers are valid only for Xbox Live Gold accounts (for example, promotional premium or online multi-player content) or are valid only for Xbox Live Silver accounts (for example, trial Xbox Live subscriptions). 某些优惠仅适用于Xbox Live Gold帐户（例如促销赠品或在线多人游戏内容），或是Xbox Live Silver帐户（例如Xbox Live订阅试用）。	The End User does not have the correct account type for the ESD Product they are trying to use. 使用者的帐户类型不符规定，试图使用的ESD产品无法启用。	Yes 是	Microsoft can validate the End User's account type. Retailer is responsible for any refunds required. 微软可以查验使用者的帐户类型。零售商负责所有必要的退款事宜。
An error has occurred during the transaction.	A temporary error has occurred. Please try to redeem the prepaid ESD Product later.	A temporary error has occurred. End	Yes (after a retry period)	Continued failure should be referred to Microsoft, who

Error message 错误讯息	Cause and solution 原因与解决方式	Partner Steps 伙伴步骤	Direct to Microsoft Support? 转交微软支援人员?	Notes 备注
Please try again later. 传输过程中出现错误。请稍后再试。	发生暂时性错误。请稍后再尝试兑换预付之ESD产品。	User should try again. 发生暂时性错误。请使用者再试一次。	是（经过一段重试时间后）	will research the issue. 持续性失败应转告微软妥善处理，以利于研究问题成因。
Can't retrieve information from Xbox Live. Status Code: 80153022 无法获取Xbox Live信息。状态代码：80153022	There's a problem with your prepaid ESD Product. To resolve this issue, please contact Microsoft support by visiting http://www.xbox.com/support/contact . 您的预付ESD产品发生问题。为解决问题，请直接联系Microsoft支持人员，网址为 http://www.xbox.com/support/contact 。	There is an issue Microsoft needs to correct with the ESD Product. Direct the user to contact Microsoft Support. 该ESD产品发生了需要微软修正的问题。请使用者联系微软支持人员。	Yes 是	This is a configuration issue on the Microsoft side. After escalation, the ESD Product will be corrected and the End User will be able to redeem. 这是一项微软方面的配置问题。升级过后将一并修正ESD产品的问题，以利使用者兑换。
Can't retrieve information from Xbox Live. Status Code: 8016a04b 无法获取Xbox Live信息。状态代码：8016a04b	The prepaid ESD Product you're trying to use doesn't match your account region. Some prepaid ESD Products can only be used in select regions. Please confirm that your account region matches the region where the prepaid ESD Product was purchased. 您的帐户区域不符规定，试图使用的预付ESD产品无法启用。某些预付ESD产品仅能用于特定区域。请确认您的帐户区域确实符合购买该预付ESD产品的区域。	End User region does not match the region of the Card. 使用者区域并不符合该卡片的适用区域。	Yes/No 是/否	Microsoft can validate the End User's region. Retailer is responsible for any refunds required. 微软可以查验使用者的区域。零售商负责所有必要的退款事宜。
Applies to ESD Products only: End User Inquiry: I did not receive my digital Code from place of purchase	There was an issue with Retailer delivering the ESD Product to the End User. 这是零售商将ESD产品交付给使用者的问题。	Retailer to assume responsibility for resolution. 零售商应负责解决问题。	No 否	Microsoft to direct End User back to Retailer and suggest they have proof of purchase available to share with Retailer's End User support. Support contact

Error message 错误讯息	Cause and solution 原因与解决方式	Partner Steps 伙伴步骤	Direct to Microsoft Support? 转交微软支援人员?	Notes 备注
仅适用于ESD产品： 使用者查询： 我并未从购买处取得我的数位代码				information can be found on Retailer's website. 微软将使用者转回零售商妥善处理，并建议使用者备妥并向零售商的使用者支持人员出示购买证明。支持人员联系方式请见零售商网站。
Applies to ESD Products only: End User Inquiry: I lost my digital Code prior to redemption 仅适用于ESD产品： 使用者查询： 我在兑换前遗失我的数位代码	Without ESD Product we cannot verify proof of purchase or redemption status. 若无ESD产品，我们无法查验购买证明或兑换状态。	Retailer to assume responsibility for resolution. 零售商应负责解决问题。	No 否	Microsoft to direct End User back to Retailer and suggest they have proof of purchase available to share with Retailer End User support. Support contact information can be found on Retailer's website. 微软将使用者转回零售商妥善处理，并建议使用者备妥并向零售商的使用者支持人员出示购买证明。支持人员联系方式请见零售商网站。

2. Marketing

(a) Reseller shall market and promote the Products it chooses to sell.

(b) InComm grants to Retailer a non-exclusive, revocable, nontransferable and limited license to use the Marketing Materials and any Microsoft Marks that: (i) Microsoft has given InComm permission to sublicense to Retailer; and (ii) correspond to the Products that Reseller is authorized to

2. 市场营销

(a) 转售商应对其选择销售的产品进行市场营销和推广。

(b) 银科互通向零售商授予一项非独家的、可撤销的、不可转让的、有限的许可，使用下述营销资料 and 任何微软标志：(i) 微软已准许银科互通向零售商进行再许可的；并且 (ii) 符合转售商获得授权进行分销的产品。该等使用应当仅

distribute. Such use shall be solely in connection with Retailer's distribution of Products to End Users in the Territory and subject to these terms. All rights not expressly granted to Retailer with respect to the Marketing Materials and Marks are reserved by Microsoft. Retailer shall not remove or modify any proprietary notices, licenses, Marks or copyright notices contained in any Marketing Materials. Retailer has no right to sublicense the rights granted in this Section 2(b). For digital Marketing Materials obtained directly from Microsoft's Retail Asset Distribution (RAD) site at <https://microsofttrad.com/Home.aspx> (or any other site designated by Microsoft), the terms of that license shall also apply, but this Section 2(b) shall control in the case of any conflict. Retailer shall at all times comply with the trademark and branding guidelines set forth by Microsoft at <http://www.microsoft.com/trademarks/> (or any successor URL). Upon request from Microsoft, Retailer shall provide any marketing materials created by Retailer, in connection with the sale and distribution of Products, to Microsoft for review and approval.

(c) Retailer shall use only the most up-to-date Marketing Materials and Marks. Following notification from InComm or Microsoft that new Marketing Materials or Marks have been added or that existing Marketing Materials or Marks have been modified, Retailer shall have no more than five (5) days to add such new Marketing Materials and Trademarks to its website or, if applicable, to modify existing Marketing Materials and Marks before further use. Notwithstanding the foregoing, Microsoft may require immediate removal or modification of Marketing Materials and/or Marks in response to any third party infringement claim or applicable Laws.

(d) Reseller shall not use any unauthorized, illegal, counterfeit, or modified hardware or software in connection with any Product or re-package or otherwise combine any Product with any unauthorized or unlicensed third-party product, in a way that Microsoft in its sole discretion concludes may: (i) create a likelihood of confusion for End Users as to the source or origin of the product; or (ii) negatively impact Microsoft's brand.

(e) Retailer shall provide prominent notice of and easy access to Retailer's return policy and privacy policy to End Users. Such policies shall be in compliance with all applicable Laws. Retailer's return policy shall list any requirements an End User must fulfill to receive a refund, including, if applicable, proof of purchase requirements.

(f) Retailer shall have sole responsibility for providing all aspects of customer support, customer service and billing for the purchase of Products except as may be set forth in the Additional Terms and Conditions. Reseller understands and agrees that Microsoft shall have no responsibility for support with regard the purchase and fulfillment process for Products.

3. Restrictions

Reseller shall not:

限于有关零售商在区域内向终端用户分销产品，并应受制于本条款。未明确授予零售商的有关营销资料和标志的所有权利，都由微软予以保留。零售商不得删除或修改营销资料中包含的任何专有权利告示、许可、标志，或版权所有告示。零售商无权对本第 2(b)条项下所授予的权利进行再许可。对于直接从微软零售资产分销 (RAD) 站点 <https://microsofttrad.com/Home.aspx> (或者微软指定的任何其他站点) 获取的数字营销资料，该许可的条款也应适用，但是如有冲突，应以本第 2(b)条为准。零售商在任何时间都应遵守微软规定的商标和品牌指引，见于 <http://www.microsoft.com/trademarks/> (或任何后续 URL)。如果微软提出要求，零售商应向微软提供由零售商制作的有关销售和分销产品的任何营销资料，以供微软审阅和批准。

(c) 零售商应当仅使用最新版本的营销资料和标志。银科互通或微软通知转售商，告知新的营销资料或标志已被添加，或者原有的营销资料或标志已被修改之后，零售商应在不超过五 (5) 日的时间之内，将该等新的营销资料和商标加入其网站，或者如适用，在继续使用之前修改原有的营销资料和标志。虽有前述规定，为应对任何第三方的侵权索赔或适用的法律，微软可以要求立即删除或修改营销资料和/或标志。

(d) 转售商不得将任何未经授权的、违法的、仿冒的，或修改过的硬件或软件用于任何产品，也不得重新包装或以其他方式将任何产品与未经授权或许可的第三方产品以下述方式进行结合，即该种结合方式是微软认定为可能：(i) 可能引起终端用户对产品的来源或生产者的混淆；或者 (ii) 对微软的品牌造成负面影响。

(e) 零售商应向终端用户提供对于零售商的退货政策和隐私政策的醒目提示，和便捷访问途径。该等政策应符合所有适用的法律。零售商的退货政策应列明终端用户获得退款所需满足的任何要求，包括 (如果适用) 对于购买凭证的要求。

(f) 零售商应自行负责提供全方面的客户支持、客户服务和为购买产品开具账单，但在额外条款和条件中另有规定的除外。转售商理解并同意，对于产品购买和履行过程中的支持，微软不承担任何责任。

3. 限制

转售商不得：

(a) (i) Change, decompile or reverse engineer any Product, in whole or in part, (except and only to the extent expressly required by applicable Law despite this limitation); (ii) lease, rent, sublicense, publish, change, adapt or translate any portion of any Product; (iii) make unauthorized copies of any Product or Product Information; (iv) modify the EULA; or (v) cause any Product, in whole or in part, to be governed by an excluded license. An “excluded license” is any license that requires, as a condition of use, modification or distribution of the Product that the Product be: (A) disclosed or distributed in source code form; (B) licensed for the purpose of making derivative works; or (C) redistributable at no charge.

(b) Distribute Products with any terms other than the terms of the applicable Microsoft End User License Agreement, Product Information or such other Microsoft written documentation that may be included in any Product.

(c) Distribute any Product prior to the date on which a given Product is first made generally available for purchase and receipt by End Users in the Territory as specified by Microsoft or after the end-of-life date identified by InComm or Microsoft.

(d) Embed advertising in any Product or in any transaction involving a Product unless expressly approved by Microsoft.

(e) Distribute any Product more than five (5) days after receiving notice from InComm or Microsoft that such Product may become or is the subject of a Third Party Claim, Recall, error or defect; provided however that Reseller shall cease sales and distribution of such Product as soon as possible after receiving notice.

(f) Subcontract its rights and/or obligations as a Reseller to any third party, unless a Subdistributor as described above in section 1(a).

(g) Distribute Products other than to: (i) a Retailer; (ii) another subdistributor entity in the Territory which then sells such Products to a Retailer; or (iii) an End User in the Territory, in accordance with the terms of this Agreement.

(h) Liquidate or retain a liquidator or other unauthorized third party to dispose of Product inventory in the regular course of business unless expressly authorized.

4. Termination of Reseller Status

(a) Reseller acknowledges that expiration or termination of the Agreement between Microsoft and InComm immediately terminates any Product distribution rights granted to Reseller by InComm under these Reseller Terms and Conditions. No Product returns will be accepted from Reseller following termination or expiration of the Agreement except as set forth in the Reseller Terms and Conditions. InComm may terminate or indefinitely suspend these Reseller Terms and Conditions and all

(a) (i) 对产品的全部或部分进行修改、反编译或逆向工程（除非并且仅限于适用的法律明确要求的情形）；(ii) 租赁、出租、再许可、出版、修改、改编或翻译任何产品的任何部分；(iii) 对任何产品或产品信息制作未经授权的拷贝；(iv) 修改终端用户许可协议；或者(v) 使任何产品的全部或部分受制于一项除外许可。“除外许可”是指，以下述要求作为使用、修改或分销产品的前提条件的许可：(A) 要求产品以源代码形式进行披露或分销；(B) 要求产品被许可用于制作衍生作品；或 (C) 要求产品可以免费再分销。

(b) 根据适用的微软终端用户许可协议、产品信息，或可能包含于产品之中的其他微软书面文件之外的任何其他条款分销产品。

(c) 在微软指定产品首次在国家/地区被使用者购买和收到日期前散布产品，或者在银科互通或微软规定的销售周期结束日期之后，分销任何产品。

(d) 在任何产品或任何涉及产品的交易之中嵌入广告，除非已经微软明确批准。

(e) 在收到银科互通或微软有关产品或代码可能或已经涉及第三方索赔、召回、差错或缺陷的通知起五（5）日之后，继续分销任何该等产品；但是，转售商在收到通知之后，应当尽快停止对该等产品的销售和分销。

(f) 将其作为转售商的权利和/或义务分包给任何第三方，除依上述第 1(a) 条的分销商。

(g) 向下述各方之外的其他方分销产品：(i) 一家零售商；(ii) 区域之中的另一家分销商实体，其随后将产品销售给一家零售商；或者 (iii) 区域中的一位终端用户，上述三项都应符合本协议的条款。

(h) 清算，或者聘请清算人、或其他未经授权的第三方在正常经营过程中处置库存产品，除明示授权。

4. 转售商状态的终止

(a) 转售商确认，如果微软和银科互通之间的协议到期或终止，本转售商条款和条件项下由银科互通授予转售商的任何分销产品的权利将立即终止。协议到期或终止之后，除非在转售商条款和条件中有规定，否则来自转售商的任何产品退回将不再被接受。银科互通可以向转售商提供书面通知，在任何时间，以任何理由，终止或者无限期中止本转售商条款和条件，以及在本转售商条款和条件项下授予的、或以其他方式授予的所有销售产品的权利。

rights granted hereunder or otherwise to distribute the Products at any time and for any reason by written notice to Reseller.

(b) Following the expiration or termination of these Reseller Terms and Conditions or InComm's distribution agreement with Microsoft in respect of Products, Reseller shall: (i) immediately cease distribution of the Products; (ii) within twenty-four (24) hours of such termination or expiration, shut down any websites or pages and any End User access to such websites or pages that include any advertising, marketing or branding that include the Microsoft Products, Marketing Materials or Marks; (iii) promptly remove any other advertising, marketing or branding, including but not limited to in-store merchandising, that include the Microsoft Products, Marketing Materials or Marks; (iv) return to InComm or Microsoft, at no expense to Microsoft, all ESD Products, Marketing Materials and Microsoft confidential information in Reseller's possession or control in strict accordance with Microsoft's instructions, excluding only those Products necessary for Retailer to maintain for a period of one (1) year following expiration or termination of this agreement a digital locker for End Users who have purchased ESD Products; and (v) provide any other cooperation, as reasonably requested, to InComm and Microsoft.

5. General

(a) Compliance with law. Reseller shall: (i) comply with all Laws applicable to the Products and its distribution, sale and disposition thereof; (ii) use its best efforts to prevent unauthorized distribution, duplication or pirating of Products; and (iii) not knowingly distribute or aid in the distribution of any counterfeit product.

(b) Cooperation with Applicable Laws. Reseller shall comply with Microsoft's and InComm's reasonable requests aimed at ensuring compliance with Laws applicable to the Products. If Microsoft is required to report to any governmental agency that regulates electronic distribution of consumer or commercial products, Reseller will fully cooperate and provide assistance as needed.

(c) Records and Audits. Reseller shall keep and maintain complete and accurate records on its premises of all matters governed by these Reseller Terms and Conditions. During the term and for a period of two (2) years following the termination of the Reseller Terms and Conditions, Reseller agrees that InComm, Microsoft or their designated representatives, may conduct audits of Reseller's applicable books, records, systems and operations upon twenty-four (24) hours' notice, to verify InComm's compliance with the Reseller Terms and Conditions. Unless otherwise requested by Microsoft, Reseller will promptly correct any errors and omissions disclosed by such audit.

(d) Product Warranty. Reseller understands and agrees that the Products are provided with no warranty from Microsoft except to End Users as set forth in the applicable End User License Agreement or Product Information accompanying each Product. Reseller will ensure that such End User License Agreement or

(b) 本转售商条款和条件，或者银科互通与微软之间有关产品的分销协议到期或终止之后，转售商应当：**(i)** 立即停止对产品的分销；**(ii)** 在该等终止或到期之后二十四（24）小时内，关闭含有微软产品、营销资料或标志的广告、市场营销或品牌推广内容的任何网站或页面，以及客户对该等网站或页面的任何访问途径；**(iii)** 及时移除任何其他含有微软产品、营销资料或标志的广告、市场营销或品牌推广内容，包括但不限于店内促销；**(iv)** 严格按照微软的指示，并且在微软不承担任何费用的情况下，向银科互通或微软归还由转售商占有或控制的所有 ESD 产品、营销资料，和微软保密信息，但不包括、且仅限于零售商在本协议到期或终止后一（1）年内，为已购买 ESD 产品的终端用户维护数字存储服务所必需的代码；并且 **(v)** 根据合理要求，为银科互通和微软提供任何其他合作。

5. 一般条款

(a) 遵守法律。 转售商应当：**(i)** 遵守适用于产品及其分销、销售和处置的所有法律；**(ii)** 尽最大努力防止未经授权的对产品的分销、复制或盗版；并且 **(ii)** 不得在明知的情况下，分销或协助分销任何仿冒品。

(b) 为遵守适用法律的合作。 转售商应满足微软和银科互通为确保遵守适用于产品的法律而提出的合理请求。如果微软被要求向任何管理消费或商业产品的电子分销的政府机关进行报告，则转售商应提供完全的合作以及所需的协助。

(c) 记录和审计。 转售商应在其经营场所内保存和维护有关本转售商条款和条件项下所有事项的完整准确的记录。在本转售商条款和条件有效期间，及其终止之后二（2）年内，转售商同意，银科互通、微软或其指定代表可以经提前二十四（24）小时通知，对转售商的相关账本、记录、系统和运营进行审计，以核查转售商对转售商条款和条件的遵守情况。除非微软另行要求，否则转售商应及时改正该等审计中发现的任何差错和疏漏。

(d) 产品保证。 转售商理解并同意，除了适用的终端用户许可协议或伴随每件产品的产品信息之中规定的对终端用户的保证以外，提供的产品无任何保证。转售商应确保该等终端用户许可协议或包含保证的资料应伴随转售商分销的

materials containing the warranty shall accompany each Product that Reseller distributes. The limited warranties contained therein are in lieu of all other warranties, express or implied, or statutory, including implied warranties of merchantability and fitness for a particular purpose, non-infringement of intellectual property or any other obligations or liabilities on Microsoft's part, and Reseller shall waive and disclaim any such other warranties to the full extent permitted by applicable Law. Reseller will not make any representations, warranties, guarantees or promises with respect to any Product that are not contained in or would conflict with any written warranty documentation that Microsoft provides for delivery to the End Users. Reseller will be responsible for any extended manufacturer's warranty that it provides to End Users.

(e) Privacy/Security. Reseller shall adhere to: (i) all applicable privacy Laws related to the storage, collection, use and processing of personal information and payment card data related to its distribution of Products; and (ii) any Microsoft policies and standards provided to Reseller in respect of the same. In addition to any other security measures required by InComm, Reseller shall implement and maintain commercially reasonable security procedures and measures in connection with the ecommerce systems used in distributing the Products (including physical lock/key security, computer and communications network security and data security) designed to prevent disclosure of Microsoft intellectual property and Confidential Information to any unauthorized persons or any damage to Products, Marketing Materials or Confidential Information. Reseller shall notify InComm and Microsoft immediately in writing in the event of any breach or failure to comply with these or any other security or data protection requirements or of any breach of its security affecting Products, Marketing Materials or Microsoft intellectual property or Microsoft Confidential Information. Reseller shall fully cooperate with InComm and Microsoft with respect to such breach or failure to comply with this section.

(f) Modification. Microsoft may require InComm to modify the Reseller Terms and Conditions from time to time. InComm shall provide modified Reseller Terms and Conditions to Reseller within five (5) days of InComm's receipt from Microsoft. Modifications to these Reseller Terms and Conditions shall be deemed effective as against Reseller: (i) five (5) days after the Reseller's receipt of such modifications from InComm if the modifications relate to the storage, handling or distribution of Microsoft intellectual property; or (ii) thirty (30) days after the Reseller's receipt of such modifications from InComm in all other cases.

(g) Integration Requirements. Reseller must satisfy any systems integration requirements provided by InComm or Microsoft prior to distributing Products to End Users.

(h) Maintaining and Reporting Eligible Status. From time to time, InComm or Microsoft may require Reseller to provide such information as necessary to demonstrate that Reseller meets all requirements to participate as a Reseller and is in compliance

每件产品提供。其中包含的有限保证代替了所有其他保证，无论是明示保证或默示保证或法定保证，包括对于适销性和适用于特定目的的默示保证、不侵犯知识产权或微软应承担的任何其他义务或责任，并且转售商应在适用法律允许的最大范围内放弃并声明弃权任何该等其他保证。对于任何产品，转售商不应作出任何微软提供以递交终端用户的书面保证文件中所不包含的，或与之冲突的任何陈述、保证、担保或承诺。转售商应对其向终端用户提供的任何生产商延长保证承担责任。

(e) 隐私/安全. 转售商应遵守：(i) 与其分销产品有关的个人信息和支付卡片数据的存储、收集、使用或处理所适用的全部隐私法律；以及 (ii) 向转售商提供的有关上述事项的任何微软政策和标准。除了银科互通要求的任何其他安全措施之外，转售商应采用并维护商业上合理的有关分销产品所使用的电子商务系统（包括物理锁）的安全流程和措施，其设计目的是防止向任何未经授权的人员透露微软知识产权和保密信息，或者防止产品、营销资料或保密信息受到损坏。在下述情况下，转售商应立即书面通知银科互通和微软：任何违反或不遵守上述规定或者任何其他安全或数据保护要求的情形，或者影响产品、营销资料或微软知识产权或微软保密信息的违反安全的情形。对于该等违反或不遵守本条项下规定的情形，转售商应与银科互通和微软进行全面合作。

(f) 修改. 微软可以不时要求银科互通修改转售商条款和条件。银科互通应在其从微软处收到修改后的转售商条款和条件之后的五（5）日内，将修改后的转售商条款和条件提供给转售商。对于本转售商条款和条件的修改，应在下述情况下被认定为对转售商生效：(i) 如果修改与微软知识产权的存储、处理或分销有关，则在转售商从银科互通处收到该等修改起五（5）日之后；或者 (ii) 其他情况下，在转售商从银科互通处收到该等修改起三十（30）日之后。

(g) 整合要求. 转售商必须在向终端用户分销产品或代码之前，满足银科互通或微软提出的任何系统整合要求。

(h) 保持并报告合格状态. 银科互通或微软可以不时要求转售商提供必要的信息，以证明转售商满足作为转售商参与业务的所有要求，并且遵守本转售商条款和条件的规定。转售商应及时回应来自银科互通或微软的任何该等要求。

with these Reseller Terms and Conditions. Reseller shall promptly respond to any such request from InComm or Microsoft.

(i) Consent to Jurisdiction. Reseller agrees that the laws of the Republic of China, Taiwan govern the Reseller Terms and Conditions for any dispute between Microsoft and InComm or Microsoft and Reseller that involves the rights granted to Reseller hereunder or otherwise relates to this agreement. Reseller consents to exclusive jurisdiction and venue in the Taiwan Taipei District Court as the court of first instance having jurisdiction over the disputes arising out of or in connection with this Agreement. Reseller waives any defenses to the laying of venue in such courts, including, without limitation, any defenses based on lack of personal jurisdiction or forum non conveniens.

(j) Language. The governing language of the Reseller Terms and Conditions shall be the English language. Any translation of the Reseller Terms and Conditions, in whole or in part, shall be for reference only and in the event that there is a discrepancy between the English language version and any translation thereof, the English language version shall prevail.

(i) 对管辖权的同意。 转售商同意，转售商条款和条件，以及微软和银科互通之间、或者微软和转售商之间，有关本协议项下授予转售商的权利或者以其他方式与本协议有关的任何争议，应当由中华人民共和国法律管辖。转售商同意，将微软和银科互通之间、或者微软和转售商之间，有关本协议项下授予转售商的权利或者以其他方式与本协议有关的任何争议，提交中国国际经济贸易仲裁委员会（“贸仲委”），根据贸仲委的仲裁规则进行仲裁。仲裁地点为中华人民共和国北京市。仲裁程序应以中文进行。仲裁裁决应为终局性的，并对相关各方具有约束力。如果任何一方为强制履行由本协议产生或与本协议有关的任何权利而聘请律师，则胜诉方应有权就合理成本和律师费获得赔偿。转售商放弃对于该等贸仲委仲裁的任何抗辩，包括但不限于基于缺乏属人管辖权或不方便法院原则的任何抗辩。

(j) 语言。 本转售商条款和条件应以英文为主。本转售商条款和条件任何全部或部分之翻译仅供参考用，且若英文版本与任何翻译有不一致者，均以英文版本为主。