

MICROSOFT RESELLER TERMS AND CONDITIONS

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 ("ESD Product"), as applicable).

1. Distribution Requirements

(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.

(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.

(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.

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

(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.

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

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

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

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

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

Microsoft 轉銷商條款及條件

轉銷商必須遵守下列 Microsoft 轉銷商條款及條件，並根據條文內容散布產品 (視情況指稱有形卡片，簡稱「POSA 產品」，或是代碼的數位傳輸，簡稱「ESD 產品」)。

1. 散布要件

(a) 轉銷商僅限於約定國家/地區內，依照其身分向特定對象散布產品：若身分為子代理商，僅限於向零售商散布產品；若身分為零售商，僅限於向使用者散布產品。以下所有條款和條件同樣適用於轉銷商，零售商，或子代理商。具子代理商身分之轉銷商必須告知其零售商，零售商向使用者散布產品時必須嚴守本轉銷商條款及條件，不得作任何修改，且本轉銷商條款及條件所提及「零售商」的部分均適用於該零售商。

(b) 轉銷商認知並同意 Microsoft：(i) 就產品供應性或短缺，一概無須向轉銷商或使用者負擔任何責任，且 (ii) 得隨時限制訂購數量，或對產品施加其他限制或條件。

(c) 轉銷商不得散布非由 InComm 或子代理商提供之產品，除非取得來源為 Microsoft 核准之產品代理商。

(d) 零售商應視情況配合 InComm 或子代理商，確保每位使用者之訂單獲得滿足。

(e) Microsoft 得隨時停止提供任何產品，且對轉銷商概無任何產品相關義務。接獲停止供應通知後，轉銷商應立即將所有程式碼返還予 InComm，且 Microsoft 應自行負責購回因停止供應而退還之程式碼。向使用者提供數位儲存櫃服務時必要之資訊與數據，零售商得依據本合約規定保留之。

(f) Microsoft 得隨時要求 InComm 召回產品。轉銷商應充分配合召回相關事宜。

(g) 若有任何產品損壞，轉銷商應立即通報 InComm，且不得向任何第三方銷售或轉售此等損壞產品。

(h) 轉銷商應向使用者提供安全之購買與付款環境。

(i) 轉銷商應遵守一切 ESD 產品特定數位權利管理要求，不論該要求係由 InComm 或 Microsoft 提供。

(j) 轉銷商應遵守 Microsoft 轉銷商條款及條件，適用於轉銷商散布特定產品之其他條款及條件現行版本。

(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;
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

(k) 零售商應就產品之散布，全程符合不低於 PCI 標準 3 級 (PCI level 3) 的認證資格。

(l) 轉銷商應至少透過兩種方式，例如電話、網際網路、電子郵件或聊天室等，於週一至週五 (國定假日除外) 正常營業時間內，免費提供交易層級的客戶服務。

(m) 轉銷商應承擔產品遺失或失敗的相關責任。

(n) POSA 產品：

(1) 倘若轉銷商順應使用者要求，於使用者設備上啟動 POSA 產品，須由轉銷商遵守此處所載之使用者 POSA 產品安裝規範，以及可能適用於該等安裝服務的使用者限制；

(2) 轉銷商應確認 POSA 產品業經掃描納入庫存清單；

(3) 轉銷商應於零售店面販售 POSA 產品，且不得加置任何類型的安全措施 (例如上鎖的櫥櫃)；

(4) 轉銷商應確認 POS 終端機能即時檢查卡片的啟用狀態；

(o) ESD 產品：

(1) 轉銷商應根據收銀機/kiosk 收據將已購買並啟用的 ESD 產品供應予使用者，進行列印取貨 (簡稱「PTR」)，或透過電子郵件通訊及/或 SMS/簡訊做線上銷售；以及在適用情況下置入使用者的數位儲存櫃；

(2) 轉銷商不得暫存，或以其他方式囤積或扣留代碼，而應如實同步履行使用者交易；

(3) 轉銷商僅能使用 Microsoft 提供及在地化的產品標題與圖片、說明/訊息、標章與品牌、下載與系統需求、帳戶登錄細節，以及兌換/下載說明，不得修改 ESD 產品頁面，以及 ESD 產品之確認/收條電子郵件或 SMS/簡訊 (線上)，或在銷售期間及 ESD 產品的收銀機/kiosk 收據 (店內)。

(4) 轉銷商應於購買前及購買後清楚且明確地向使用者揭露下列「規定最低條款與條件」：

- 1.任何與購買或使用有關的使用者限制；
- 2.線上及/或所有商業資產，以及 ESD 產品之收銀機/kiosk 收據 (店內) 上的正確授權資訊；
- 3.清楚的零售商退還政策訊息，不論線上亦或是店內，視情況適用；
- 4.與如何洽詢客服人員以尋求交易相關協助、接收鏈結、ESD 產品履行、產品安裝以及 ESD 產品啟用/兌換等支援有關的清楚資訊，視情況適用 (PTR 交易之收銀機/kiosk 收據 ESD 產品)；以及

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:

5. 適用法律要求或是 InComm 或 Microsoft 規定的任何其他產品資訊或揭露。

(5) 零售商應就每位使用者所採購的每項 ESD 產品提供購買證明；

(6) 零售商不得在使用者未選擇加入的情況下，從事任何客戶關係行銷 (CRM)；

(7) 就 PTR (列印取貨) 出售之 ESD 產品，轉銷商應於商業資產上以及於 ESD 產品的收銀機/kiosk 收據上清楚及顯著地顯示下列訊息：「ESD 產品不得更換 – 請存放於安全處」；

(8) 就 PTR 出售之 ESD 產品，若因空間限制而無法揭露所有的「規定最低條款與條件」，轉銷商應於 ESD 產品供應予使用者之際，於收銀機/kiosk 收據上告知 Microsoft 所提供的 URLs，俾利使用者取得下載與系統需求、帳戶登錄細節、兌換/下載說明，以及條款和條件；

(9) 就 PTR 出售之 ESD 產品而言，如為辦公室列印取貨之店內交易，轉銷商應確認零售商收銀員/業務人員確已將收據隨附於 (包含辦公室 ESD 產品) PTR Chit 卡，並將 PTR Chit 卡與收據一起提供予使用者。

(p) 轉銷商應遵守下列使用者支援規定：

Error message 錯誤訊息	Cause and solution 原因與解決方式	Partner Steps 夥伴步驟	Direct to Microsoft Support? 轉交 Microsoft 支援人員?	Notes 備註
Please enter a valid Code. 請輸入有效的代碼。	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 http://www.xbox.com/support/contact . 您未輸入正確的預付 ESD 產品。請再次輸入您預付卡上顯示的 ESD 產品。如果您已正確輸入 ESD 產品，請與 Microsoft 支援人員聯繫，網址為 http://www.xbox.com/support/contact 。	Validate the ESD Product the End User is using is correct, i.e., reading correctly on the receipt or digitally. 確認使用者所用的 ESD 產品正確無誤，即能透過紙本收據或數位格式正確讀取。	Yes 是	Microsoft will review the ESD Product with the End User and will research if there is an issue with the ESD Product. Microsoft 將檢驗該使用者的 ESD 產品，並研究該 ESD 產品是否有問題。
This Code has already been used. Please	The prepaid ESD Product that you’re trying to use was already used by you or by another Xbox Live	The user, or another user, has already redeemed	Yes 是	Microsoft will research who redeemed the ESD

Error message 錯誤訊息	Cause and solution 原因與解決方式	Partner Steps 夥伴步驟	Direct to Microsoft Support? 轉交 Microsoft 支援人員?	Notes 備註
<p>enter a Code that has not been used. 此代碼業經使用。請輸入尚未使用過的代碼。</p>	<p>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. 您嘗試使用的預付 ESD 產品，業經您本人或是另一位 Xbox Live 會員使用過，無法重覆使用。若您試圖兌換一組 ESD 產品內容項目，請檢查您的下載記錄，看看該項目是否已經存在。</p>	<p>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. 該使用者或另一位使用者業已兌換該等 ESD 產品。確認您並未將同樣的 ESD 產品提供給 2 位使用者，或該單一使用者尚未使用過。</p>		<p>Product and try to correlate between the End User and the redeemer. Microsoft will not provide who redeemed the ESD Product. Microsoft 將研究是誰兌換了該 ESD 產品，並嘗試查詢使用者與兌換者之間的關係。Microsoft 無法直接揭露是誰兌換了該 ESD 產品，敬請諒察。</p>
<p>This Code cannot be redeemed under your current membership type. 您目前的會員類型無法兌換此代碼。</p>	<p>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). 某些優惠僅適用於 Xbox Live Gold 帳戶 (例如促銷贈品或線上多人遊戲內容)，或是 Xbox Live Silver 帳戶 (例如 Xbox Live 訂閱試用)。</p>	<p>The End User does not have the correct account type for the ESD Product they are trying to use. 使用者的帳戶類型不符規定，試圖使用的 ESD 產品無法啟用。</p>	<p>Yes 是</p>	<p>Microsoft can validate the End User's account type. Retailer is responsible for any refunds required. Microsoft 可以查驗使用者的帳戶類型。零售商負責所有必要的退款事宜。</p>
<p>An error has occurred during the transaction. Please try again later. 傳輸過程中出現錯誤。請稍後再試。</p>	<p>A temporary error has occurred. Please try to redeem the prepaid ESD Product later. 發生暫時性錯誤。請稍後再嘗試兌換預付之 ESD 產品。</p>	<p>A temporary error has occurred. End User should try again. 發生暫時性錯誤。請使用者再試一次。</p>	<p>Yes (after a retry period) 是 (經過一段重試時間後)</p>	<p>Continued failure should be referred to Microsoft, who will research the issue. 持續性失敗應轉告 Microsoft 妥處，以利研究問題成因。</p>
<p>Can't retrieve information from Xbox Live. Status Code: 80153022 無法擷取 Xbox Live 資訊。狀</p>	<p>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. 您的預付 ESD 產品發生問題。為解決問題，請直接聯繫 Microsoft</p>	<p>There is an issue Microsoft needs to correct with the ESD Product. Direct the user to contact Microsoft Support.</p>	<p>Yes 是</p>	<p>This is a configuration issue on the Microsoft side. After escalation, the ESD Product will be corrected and the End User</p>

Error message 錯誤訊息	Cause and solution 原因與解決方式	Partner Steps 夥伴步驟	Direct to Microsoft Support? 轉交 Microsoft 支援人員?	Notes 備註
態代碼： 80153022	支援人員，網址為 http://www.xbox.com/support/contact 。	該 ESD 產品發生了需要 Microsoft 修正的問題。請使用者聯繫 Microsoft 支援人員。		will be able to redeem. 這是一項 Microsoft 方面的配置問題。升級過後將一併修正 ESD 產品的問題，以利使用者兌換。
Can't retrieve information from Xbox Live. Status Code: 8016a04b 無法擷取 Xbox Live 資訊。狀態代碼： 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. 您的帳戶區域不符規定，試圖使用的預付 ESD 產品無法啟用。某些預付 ESD 產品僅能用於特定區域。請確認您的帳戶區域確實符合購買該預付 ESD 產品的區域。	End User region does not match the region of the Card. 使用者區域並不符合該卡片的適用區域。	Yes/No 是/否	Microsoft can validate the End User's region. Retailer is responsible for any refunds required. Microsoft 可以查驗使用者的區域。零售商負責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 僅適用於 ESD 產品： 使用者查詢：我並未從購買處所取得我的數位代碼	There was an issue with Retailer delivering the ESD Product to the End User. 這是零售商將 ESD 產品交付給使用者的問題。	Retailer to assume responsibility for resolution. 零售商應負責解決問題。	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 information can be found on Retailer's website. Microsoft 將使用者轉回零售商妥處，並建議使用者備妥並向零售商的使用者支援人員出示購買證明。支援人員聯繫方式請見零售商網站。
Applies to ESD Products only:	Without ESD Product we cannot verify proof of purchase or redemption status.	Retailer to assume responsibility for resolution.	No 否	Microsoft to direct End User back to Retailer and

Error message 錯誤訊息	Cause and solution 原因與解決方式	Partner Steps 夥伴步驟	Direct to Microsoft Support? 轉交 Microsoft 支援人員?	Notes 備註
End User Inquiry: I lost my digital Code prior to redemption 僅適用於 ESD 產品： 使用者查詢： 我在兌換前遺失我的數位代碼	若無 ESD 產品，我們無法查驗購買證明或兌換狀態。	零售商應負責解決問題。		suggest they have proof of purchase available to share with Retailer End User support. Support contact information can be found on Retailer's website. Microsoft 將使用者轉回零售商妥處，並建議使用者備妥並向零售商的使用者支援人員出示購買證明。支援人員聯繫方式請見零售商網站。

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 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.

2. 行銷

(a) 轉銷商得就其選擇銷售的產品，進行行銷並宣傳。

(b) InComm 授予零售商非專屬、可撤銷、不可轉讓之有限授權，以使用下列行銷資料與 Microsoft 商標：(i) Microsoft 已允許 InComm 轉授權予零售商者；以及 (ii) 與轉銷商獲授權散布之產品相符合者。此等使用僅限於零售商在約定國家/地區內向使用者散布產品相關者，且須受本條款拘束。凡未明示授予零售商之所有行銷資料與商標，其相關權利均保留為 Microsoft 所有。零售商不得移除或修改行銷資料內之任何所有權聲明、授權、商標、或著作權標示。零售商無權將第 2(b) 節所賦予的權利轉授權予任何第三方。直接自 Microsoft's Retail Asset Distribution (RAD) 位於 <https://microsofttrad.com/Home.aspx> 之網站 (或 Microsoft 指定之任何其他網站) 取得之數位行銷資料，應受該授權條款拘束，但若該等條款與本節有任何牴觸，應以本 2(b) 節規定為準。零售商應隨時遵守 Microsoft 公布於 <http://www.microsoft.com/trademarks/> (或任何後續 URL) 之商標與品牌指南相關規定。若 Microsoft 要求，零售商應將其就產品之銷售與散布而創建之任何行銷資料，提供予 Microsoft 審核並核准。

(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 to the purchase and fulfillment process for Products.

3. Restrictions

Reseller shall not:

(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.

(c) 零售商必須使用最新行銷資料與商標。一旦 InComm 或 Microsoft 通知已新增行銷資料或商標，或已修訂現行行銷資料或商標，零售商應於五 (5) 天內於其網站新增此等行銷資料與商標，或於繼續使用現行行銷資料與商標前，先予以修正 (如適用)。縱有前開規定，Microsoft 得為回應任何來自第三方之侵權求償，或為遵守相關法律，而要求立即移除或修正行銷資料及/或商標。

(d) 轉銷商不得就與產品相關事宜，使用任何未經授權、非法、仿冒或改裝之硬體或軟體，或於 Microsoft 依自行裁量認定有下列情況時，以其他方式將產品與任何未經授權之第三方產品結合：(i) 可能造成使用者混淆產品出處或來源，或 (ii) 對 Microsoft 品牌有負面影響。

(e) 零售商應向使用者提供明顯通知，載明零售商退貨政策與隱私權政策，並讓使用者可輕鬆查閱。此等政策應遵守一切相關法律規範。零售商之退貨政策應明列使用者取得退款須遵守之相關要求，包括出示購買證明 (如適用)。

(f) 凡與客戶支援、客戶服務與產品購買之請款相關之一切事宜，均由零售商自行負責提供，但其他條款及條件另有規定者，不在此限。轉銷商了解並同意，Microsoft 就產品之購買與提供流程，概無任何支援責任。

3. 限制

轉銷商不得：

(a) (i) 對產品之全部或部分進行變更、解編、或還原工程，但在相關法律明示許可該等行為的限度內，不受本項之限制；(ii) 租賃、出租、轉授權、發行、變更、改作或翻譯任何產品之任何部分；(iii) 未經授權即複製產品或產品資訊；(iv) 修訂 EULA；或 (v) 造成任何產品之全部或部分受除外授權所拘束。「除外授權」係指使用、修改或散布產品時，產品應符合下列條件：(A) 以原始碼形式揭露或散布；(B) 為製作衍生著作之目的而授權；或 (C) 可免費轉散布。

(b) 採用不屬於 Microsoft 使用者授權合約、產品資訊或可能包含於產品內之其他 Microsoft 書面文件之條款散布產品。

(c) 於產品經 Microsoft 指定得於特定在國家/地區上市以供使用者購買和收受之前，擅自先行散布產品，或於 InComm 或 Microsoft 指定之產品生命期結束後擅自散布任何產品。

(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 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

(d) 於任何產品或與產品相關交易中鑲嵌廣告；但 Microsoft 明示核可者，不在此限。

(e) 收到 InComm 或 Microsoft 下述通知五(5)天後仍繼續散布任何產品：產品或程式碼可能或已遭第三方索償、召回、或有錯誤或瑕疵(轉銷商應於收到前開通知後盡速停止銷售或散布此等產品)。

(f) 將其身為轉銷商的權利及/或義務，轉授權予任何第三方，該第三方符合上述第 1(a) 條子代理商之定義者不在此限。

(g) 將產品散布給下列以外對象：(i) 零售商；(ii) 其他子代理商實體，其將於約定國家/地區內再銷售產品予零售商者；或 (iii) 依本合約條款規範之約定國家/地區內使用者。

(h) 在日常業務營運期間，自行清算、委任清算人或其他未經授權第三方，對產品庫存進行清算，且未經任何明示授權。

4. 終止轉銷商身分

(a) 轉銷商認知，Microsoft 與 InComm 間之合約一旦屆滿或終止，InComm 依據本轉銷商條款及條件賦予轉銷商之產品散布權亦立即終止。合約終止或屆滿後即不再接受轉銷商退還產品，但本轉銷商條款及條件另有規定者，不在此限。InComm 得隨時基於任何理由，以書面通知轉銷商終止或無限期暫停本轉銷商條款及條件，以及其依此授予轉銷商之所有權利或其他散布產品之權利。

(b) 本轉銷商條款及條件，或 InComm 與 Microsoft 間就產品簽訂之經銷合約屆滿或終止後，轉銷商應：(i) 立即停止散布產品；(ii) 在屆滿或終止後二十四 (24) 小時內，任何網站或頁面中之廣告、行銷或品牌內容如包含 Microsoft 產品、行銷資料或商標，應全數予以關閉，並使使用者無法存取此等網站或頁面；(iii) 立即移除一切包含 Microsoft 產品、行銷資料或商標之其他廣告、行銷或品牌材料，包括但不限於店內銷售；(iv) 將轉銷商所持有或控制之一切 ESD 產品、行銷資料與 Microsoft 機密資訊，嚴格遵照 Microsoft 指示，歸還予 InComm 或 Microsoft，且不得造成 Microsoft 任何費用，但代理商向購買 ESD 產品之使用者提供數位儲存櫃時，必須於本合約屆滿或終止後一 (1) 年內保留之程式碼，不在此限；(v) 配合 InComm 與 Microsoft 之其他合理要求。

5. 一般規定

(a) 遵守法律。轉銷商應：(i) 遵守適用於產品及其散布、銷售與處置之一切法律；(ii) 盡最大努力防止產品遭未經授權

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 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

之散布、複製或盜版；且 (iii) 不故意散布或協助散布任何仿冒產品。

(b) 遵守相關法律。凡 Microsoft 與 InComm 為確保適用於產品之法律受到遵守，而提出之合理要求，轉銷商應徹底遵守。若 Microsoft 必須向規範消費者產品或商業產品之電子散布的任何政府單位報告，轉銷商應全力配合並提供必要協助。

(c) 記錄與稽核。就本轉銷商條款及條件所規範之相關事務，轉銷商應在其場所保留完整正確記錄。於本轉銷商條款與條件有效期間以及終止後二 (2) 年內，轉銷商同意 InComm、Microsoft 或其指定代表得經提前二十四 (24) 小時通知，對轉銷商相關簿冊、記錄、系統與運作進行稽核，以驗證 InComm 是否遵守轉銷商條款及條件。除非 Microsoft 另有要求，轉銷商應立即更正此等稽核所揭露之任何錯誤或疏失。

(d) 產品擔保。轉銷商了解並同意，除依相關使用者授權合約或隨附於產品之產品資料對使用者提供擔保外，Microsoft 不就產品提供任何擔保。轉銷商應確保其散布之產品均隨附此等使用者授權合約或擔保資料。本節所載之有限瑕疵擔保責任，取代一切其他明示、默示或法定擔保，包括適售性、符合特定目的、未侵犯智慧財產權、或 Microsoft 負擔之任何其他義務或責任；且轉銷商應於相關法律允許之最大範圍內，拋棄並聲明不負擔一切其他擔保責任。凡 Microsoft 就產品交付所提供予使用者之書面擔保文件內容以外，或與之相牴觸之聲明、擔保、保證或承諾，轉銷商一概不得提供。若轉銷商提供任何額外的製造商擔保予使用者，轉銷商應自行負責。

(e) 隱私權/安全性。轉銷商應遵守：(i) 就散布產品時對個人資料與付款卡資料之儲存、收集、使用與處理作出規範之一切隱私權相關法律；以及 (ii) 就前開事項，向轉銷商提供之相關 Microsoft 政策與標準。除 InComm 要求之安全措施，轉銷商亦應針對散布產品所使用之電子商務系統，實施並維護商業上合理之安全程序與措施 (包括實體鎖具/鑰匙之安全性、電腦與通訊網路之安全性與資料安全性)，以免 Microsoft 之智慧財產與機密資訊向未經授權人士揭露，或避免產品、行銷資料或機密資訊遭損壞。若前開規定或其他保全或資料保護要求遭違反或未能遵守，或轉銷商自身之安全性遭破壞，而可能影響產品、行銷資料或 Microsoft 智慧財產或機密資訊，轉銷商應立即以書面通知 InComm 與 Microsoft。轉銷商應就本章節規定之違反或未能遵守情形，充分配合 InComm 與 Microsoft。

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 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.

(f) 修改。 Microsoft 得隨時要求 InComm 修改轉銷商條款及條件。InComm 接獲 Microsoft 對轉銷商條款及條件進行之修改後，應於五 (5) 天內將此修改版本提供予轉銷商。轉銷商條款及條件之修正，於下列日期視為對轉銷商生效：
(i) 若修正係關於 Microsoft 智慧財產權之儲存、處理或散布，為轉銷商收到此修正通知後五 (5) 天起；(ii) 一切其他情況的修正，為轉銷商收到 InComm 修正通知後三十 (30) 天起。

(g) 整合要求。 轉銷商向使用者散布產品或程式碼之前，必須滿足 InComm 或 Microsoft 之所有系統整合要求。

(h) 維護並回報資格狀態。 InComm 或 Microsoft 得不定期要求轉銷商提供相關必要資料，以便證明其符合轉銷商之所有要求，並均遵守本轉銷商條款及條件。轉銷商應立即回覆 InComm 或 Microsoft 所提出之此等要求。

(i) 合意管轄。 轉銷商同意，若 Microsoft 與 InComm 之間，或 Microsoft 與轉銷商之間，就依據本轉銷商條款及條件授予轉銷商之權利，或與本合約相關之其他事項發生任何爭議，應受台灣法律規範。就本合約所生或與其有關之爭端，轉銷商同意以台灣台北地方法院為第一審專屬管轄法院。轉銷商放棄任何在該法院提出審判地之抗辯，包括但不限於以欠缺對人管轄權或不便利法庭為由提出抗辯。

(j) 語言。 本轉銷商條款及條件以英文為主。本轉銷商條款及條件任何全部或部分之翻譯僅供參考用，且若英文版本與任何翻譯不一致，均以英文版本為主。