

TERMS AND CONDITIONS OF USE

The following are the terms of conditions for the use of the BenQ Partner Program (the "Program") hosted by BenQ America Corp. ("BenQ"). All the contents, including files, text, images, product descriptions, illustrations, design, software files and audio and video materials ("Materials"), contained in the Program Site are provided by BenQ subject to your compliance with the terms and conditions set forth herein. If you do not agree to these terms and conditions, you may not use the Program Site or download Materials from the Program Site. BenQ reserves the right to revise these terms and conditions at any time without prior notice and your continued use of the Program Site will mean your acceptance of any changes

ACCESS

The Materials in the Program Site are presented solely for the purpose of promoting BenQ products and providing support to customers in the United States and Canada.

DOWNLOADS

In the event you download content or software from the Program Site, the software, including any files, images incorporated in or generated by the software and data accompanying the software (collectively, the "Software") are licensed to you by BenQ. Use of the Software is subject to the license terms in the Software License Agreement that accompanies the Software. BenQ does not transfer title to the Software to you. You own the medium on which the Software is recorded, but BenQ retains full and complete title to the Software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form.

COPYRIGHT AND TRADEMARK OWNERSHIP

The Program Site and its Materials are copyrighted and owned by BenQ, or under license to BenQ. You may not distribute, modify, reproduce or use any Materials, in whole or in part, without the prior written consent of BenQ, except that you may download Materials for your non-commercial, personal use only, provided you keep intact all copyright and other proprietary notices.

All trademarks in the Program Site are the property of BenQ or its rightful owners. Nothing contained on the Program Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademarks displayed on the Program Site without the written consent of BenQ or such party that may own the Trademarks.

THIRD PARTY COMPANIES AND PRODUCTS

Mention of third party products, companies, and web sites on the Program Site is for informational purposes only and constitutes neither an endorsement nor a recommendation. BenQ makes no representations regarding the quality, safety or suitability of any products by third party companies. Links to third party web sites are provided solely as a convenience to you. BenQ has no control over the contents of any other web site and makes no representation whatsoever regarding the content of any other web site. When you use these links, you will leave the Program Site.

WARRANTIES DISCLAIMER

THE PROGRAM SITE AND ITS MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BENQ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT

OF INTELLECTUAL PROPERTY RIGHTS. BENQ DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR SERVICES PROVIDED AT THE PROGRAM SITE. BENQ DOES NOT WARRANT THAT ANY FUNCTIONS OF THE PROGRAM SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PROGRAM SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. THE EXCLUSION OF AN IMPLIED WARRANTY IF GOVERNED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL BENQ BEAR LIABILITY OR ANY RESPONSIBILITY FOR ANY DAMAGES THAT RESULT FROM YOUR ACCESS TO, USE OF, OR INABILITY TO USE, THE PROGRAM SITE, OR FROM YOUR DOWNLOADING OF ANY MATERIALS FROM THE PROGRAM SITE, EVEN IF BENQ OR ITS AUTHORIZED REPRESENTATIVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR USE OF THE PROGRAM SITE IS AT YOUR RISK. BENQ WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE PROGRAM SITE. IN NO EVENT WILL BENQ'S TOTAL LIABILITY TO YOU OR ANYONE ELSE FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS PROGRAM SITE OR USING THE MATERIAL OR SOFTWARE.

MISCELLANEOUS

The use of the Program Site as these terms and conditions are be governed by and construed in accordance with the laws of the State of California, exclusive of any conflict of law provisions. BenQ and you submit to the jurisdiction of the courts located in Orange County, California and waive any objections thereto. In the event that any of the terms herein is held be unenforceable by a court of competent jurisdiction, such provision will be limited or eliminated to the minimum extent necessary so that the other terms and conditions will remain in full force and effect.