

SERVICE AGREEMENT

Welcome to VIA Magic View Website (“Website”). Please read this SERVICE AGREEMENT (“Agreement”) carefully before your registration or using any service supplied by VIA Technologies, Inc. (“SERVICE”) that you are currently trying to register or use. We assume that you have read, understood, and agreed to follow the following terms and conditions of this Agreement upon entering VIA Magic View Website. You agree that any registration or use of the SERVICE is subject to the terms and conditions of this Agreement. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the SERVICE. If you have personal concerns or disagreements toward this Agreement, please do not register or experience any service on this Website.

This Agreement is a legally binding contract between yourself (as a natural or a legal person) and the company VIA Technologies, Inc. (“VIA”) for the SERVICE.

1. User Account

1.1 In order to have access to all services on this Website, you must register your personal account (user account) on this Website. When registering the user account, you should provide a valid e-mail address and a password. You might need to provide extra personal information when necessary. All personal information provided should be real and updated, so that we can confirm your identity.

1.2 VIA needs your promise not to reveal registration information to any third party. VIA also needs your agreement on using only one account to register onto this Website. If any of the information provided is unreal, incomplete, or has been registered with other accounts, VIA will limit your access to services on this Website. If you decide to stop using services on this Website, you can send us your request on removing your account.

1.3 Keep your account and password confidential. You are responsible for the activity that happens on or through your account. If you encounter problems that threaten your account security, please contact VIA immediately. VIA takes no responsibility to any damage caused by the violation of the terms of this Agreement.

2. Rules on Copyrights

2.1 The software on this Website (“Software”) is protected by copyright laws and international copyright conventions/treaties as well as other laws and agreements concerning intellectual property. All title, right, interest and copyrights in and to the Software (including but not limited to all images, photographs, animations, video, audio, music, text, associated documentation, all copies of Software, and other information incorporated into the Software), the accompanying printed materials, and any copies of the Software, are exclusively owned by VIA, or its third party suppliers. The Software is protected by copyright laws and international treaty provisions. No right or license is granted or implied under any of VIA’s or its licensors’ patents, copyrights, trademarks, trade names, or other intellectual property rights to use Software beyond the rights and restrictions set out in this Agreement. You do not acquire any license, right or interest in any trademark, trade name or service mark of VIA or any third party from whom VIA may have acquired license rights.

2.2 You agree not to copy, remake, duplicate, distribute, or forward any resources on this Website without authorization.

2.3 You agree not to use this Website’s logo, trademark, or service emblem without authorization.

3. Fees and Payment

3.1 Fees. The fees of the use of the SERVICE and payment terms are announced on this Website.

3.2 Taxes and Other Charges. You shall be responsible for paying all (a) sales, use, excise, value-added, withholding, governmental charges or other tax imposed on the use of the SERVICE and Documentation, (b) freight, insurance and installation charges, and (c) import or export duties or like charges.

4. Regulations on Website Behaviors

4.1 You should agree to the following rules when using this Website:

- (1) Follow the rules of ROC Law and all international internet common practices.
- (2) Do not use this Website as a platform to practice political acts.
- (3) Do not post or upload information that is illegal, criminal, libelous, threatening, pornographic, coarse, or violent. Contents that violate intellectual property rights are also forbidden on this Website (including literature, pictures, videos, sounds, etc.).
- (4) Do not access others' accounts, passwords, or personal information illegally.
- (5) Do not disturb our users or destroy their servers and internet. Malicious acts such as sending out virus, junk mails or mail bombs, installing malware, and overload attack are forbidden here.

4.2 This Website reserves the right to determine whether you have violated any of the above rules. Disobeying the rules will result in the deletion of your posts and removal of your account. You might also have to take extra legal liability regarding your personal behaviors.

4.3 You are responsible for the activity that happens on or through your user account. You are supposed to take on all legal liability derived from your acts.

5. Suspensions and Modifications of Service

5.1 When one of the following situations occurs, VIA remains the rights to suspend or stop the SERVICE:

When VIA is maintaining or constructing its Website devices;

When this Website experiences unexpected malfunctions;

When the supplier cannot provide the ISP of this Website;

When this Website shuts down due to force-majeure accidents.

5.2 The SERVICE may wholly or partially suspend, temporally shut down, lag, cause data transmitting or saving mistakes, be invaded and forged by the third parties, etc. due to the breakdown, malfunction, or personal remissness results from the company or the ISP supplier's internet system software and hardware. You cannot apply for any compensation for any of the above mentioned situation.

6. Rights

6.1 VIA reserves the rights to add, stop, suspend or change the Service wholly or partially, and the rights to terminate or suspend any user account without the duty of notifying them. For any disturbance, inconvenience, or damages resulting from the suspension, stop or change of the Service, or the termination of user accounts, VIA is not responsible for any user or third party.

6.2 Certain service on this Website might apply to customized terms of service. VIA assumes you have agreed to follow the rules on those terms as well.

7. Disclaimer of Warranty

VIA MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, USE, OR PERFORMANCE OF THE SERVICE FOR ANY PURPOSE. THE SERVICE IS PROVIDED "AS IS," AND VIA DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH

RESPECT TO THE SERVICE. VIA IS NOT OBLIGATED TO SUPPORT OR ISSUE UPDATES TO THE SERVICE.

8. **Disclaimer Statement**

THIS WEBSITE MAKES NO COMMITMENT TO (1) REACH YOUR NEEDS, EXPECTATIONS OR GOALS BY THE SERVICES, (2) PREVENT FROM ZERO BREAK DOWN, SHUTDOWN, IMPROPER OPERATION, VIRUS, TIMELY RECOVERY, RISKS AND MISTAKES, (3) MAKE SURE THE INFORMATION OR SERVICES ARE CORRECT, COMPLETE, UPDATED, WITHOUT MISTAKES, PERFECTLY SAFE AND RELIABLE, OR (4) AMEND THE FLAWS OF THIS WEBSITE OR SERVICES.

9. **Limitation on Liability**

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL VIA BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER ECONOMIC LOSS OR COMMERCIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THIS SERVICE, EVEN IF VIA HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Compensation for Damages**

10.1 You acknowledge that you would not request this Website, participating institutes, representatives, trustees, employees, agents or transferees for any application, compensation and litigation.

10.2 If any damages or fees (including the lawyers' fees from civil, criminal and executive proceedings) of this Website, participating institutes, representatives, trustees, employees, agents or transferees occur due to your violation against any related regulations or the terms of Agreement, you should be responsible for the compensation or fees.

11. **Modification and Revisions of Terms of Service**

VIA reserves the rights to modify or revise the terms of Agreement at any time, and will announce the modifications or revisions without notifying users individually. VIA suggests you check the terms of Agreement periodically. If you use the SERVICE after any modifications or revisions of the terms of Agreement, VIA assumes you have read, known and agreed to the modifications or revisions. If you disagree with the contents after modifications or revisions, please stop using the services on this Website.

12. **Effectiveness of Individual Terms**

If the terms of Agreement are found partly or wholly invalid, the remaining parts will still be effective.

13. **Governing Law and Jurisdiction**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of Taiwan (R.O.C). Any action or proceeding to enforce or resolve disputes relation to this Agreement shall be brought before the Taipei District Court in Taiwan.

VIA Technologies, Inc.
8F., 535, Zhongzheng Rd.,
Xindian Dist., New Taipei City 231,
Taiwan