



## **GEOVISION - AGREEMENT TO TERMS OF USE**

### **PREAMBLE**

These Terms and Conditions of Use (the "Terms of Use") apply to GeoVision Inc. ("GeoVision") web site located at

<http://www.geovision.com.tw/myGVcloud/OPAL/opal.html>, and all associated sites and product around the world (collectively, the "Site") linked and authorized by GeoVision.

### **IMPORTANT NOTICE**

**THIS SITE AND PRODUCT INCLUDING USER MANUAL ARE PROPERTIES OF GEOVISION. BY USING THIS SITE AND PRODUCT, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE AND PRODUCT.**

GeoVision reserves the right, at its sole discretion, to change, modify, add or delete portions of these Terms of Use, at any time. GeoVision suggests that you should check these Terms of Use periodically for changes. Your continued use of this Site and product following the posting of changes will mean that you accept and agree to the changes thereafter.

### **CONTENT AND ALL RIGHTS**

Including but not limited to all images, wordings, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content") on this Site is owned, controlled or licensed by or to GeoVision, and are protected by Copyright, Patent, Trademark laws, Integrated Circuit Layout Protection Act, Trade Secrets Act, Fair Trade Act and various other intellectual property rights.

Except as expressly provided in these Terms of Use, no part of this Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, Web site or other medium for publication, manufacturer or distribution or for any commercial enterprise, without GeoVision's express prior written consent.

### **DISCLAIMERS AND WARRANTY COVERAGE**



**PLEASE BE INFORMED THAT, ANY CONTENT OF INSTALL SPECIFICATION, TEST DATA, EFFICACY, REGULATION, AND FITNESS OF INSTALLATION BETWEEN OTHER MANUFACTURER AND OTHER PRODUCT, SUGGESTED PRODUCT OF THIS SITE, PRODUCT YOU PURCHASED, AND USER MANUAL, ARE ALL FOR YOUR ACCESS REFERENCE ONLY. GEOVISION CAN NOT PROMISE, THAT ANY CONTENT OF INSTALL SPECIFICATION, TEST DATA, EFFICACY, REGULATION, AND FITNESS OF INSTALLATION BETWEEN OTHER MANUFACTURER AND OTHER PRODUCT, SUGGESTED FROM THIS SITE, PRODUCT YOU PURCHASED, AND USER MANUAL, WILL BE NO MISTAKE, ERROR-FREE OR UNINTERRUPTED, OR THAT ANY MISTAKES AND DEFECTS WILL BE CORRECTED INSTANTLY. THE CONTENT OF INSTALL SPECIFICATION, TEST DATA, EFFICACY, REGULATION, AND FITNESS OF INSTALLATION BETWEEN OTHER MANUFACTURER AND OTHER PRODUCT, SUGGESTED FROM PRODUCT OF THIS SITE, PRODUCT YOU PURCHASED, AND USER MANUAL ARE ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THIS SITE AND USER MANUAL IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE AT ANY TIME.**

**REGARDING TO ANY ISSUE OF FITNESS FOR INSTALLATION BETWEEN OTHER MANUFACTURER AND OTHER PRODUCT STATED AS ABOVE, ALL MENTIONED MANUFACTURER PRODUCT ARE SUBJECT TO REFERENCE PURPOSE ONLY AND IT DOES NOT MEAN ANY PROMISE OR ENDORSEMENT BY GEOVISION. GEOVISION IS NOT RESPONSIBLE FOR DATA, OPERATE EFFICACY OR ISSUE AND METHOD OF THOSE PRODUCT. THIS IS DIRECT BELONGING TO OTHER MANUFACTURER AND USER. GEOVISION HAS MADE POSSIBLE EFFORT TO ENSURE THE ACCURACY OF THIS SITE, PRODUCT YOU PURCHASED AND USER MANUAL. GEOVISION IS NOT RESPONSIBLE FOR ANY MISTAKE OF PUBLICATIONS, NUMBERS, PICTURES OR WORDINGS.**

**ACCORDING TO THE WARRANTY POLICY, GEOVISION PROVIDES A PERIOD OF ONE (1) TO THREE (3) YEARS LIMITED WARRANTY COVERAGE FROM THE DATE OF YOUR PURCHASE PRODUCT. HOWEVER, ALL SOFTWARE (INCLUDING BUT NOT LIMITED TO SYSTEM SOFTWARE, PRODUCT SOFTWARE AND UPDATED SOFTWARE), DATA (WHATSOEVER SAVED IN HARDWARE OR CLOUD) AND SOME PACKAGED ACCESSORIES ARE ALL EXCLUDED. PLEASE READ LIMITED WARRANTY POLICY AND TABLE ON MAIN PAGE OF GEOVISION OFFICIAL WEBSITE**

**(<http://www.geovision.com.tw/myGVcloud/OPAL/opal.html>) AND ATTACHED MANUAL FOR DETAIL INFORMATION.**

**IN ADDITION, GEOVISION CANNOT GUARANTEE THAT ANY FILES OR OTHER DATA INCLUDING UPDATED VERSION YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. GEOVISION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND INSTALLATION FITNESS FOR OPERATION PURPOSE. GEOVISION DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE PRODUCT AND SERVICES OF THIS SITE.**



**EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL GEOVISION BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EFFORT/COST/EXPENSE OF LABOR AND EMPLOYEE, OR EVEN IF GEOVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE DISCLAIMER APPLIES TO ANY DAMAGES, LIABILITY OR INJURIES CAUSED BY ANY TROUBLESHOOTING, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, INSTALLATION OR COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION. HOWEVER, IN ACCORDANCE TO OTHER CLAUSE, GEOVISION WILL BE RESPONSIBLE FOR INDEMNIFY AND WARRANTY TO YOUR UTILIZED THE PRODUCT OF THIS SITE. IN NO EVENT SHALL GEOVISION'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF TWO HUNDRED DOLLARS (U.S. \$200, 00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

## **MISCELLANEOUS**

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and GeoVision with regard to your use of this Site, and any and all other written or oral agreements or understandings previously existing between you and GeoVision with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with GeoVision, GeoVision will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. GeoVision's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by GeoVision of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between GeoVision and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

Please refer and apply to product attached manual and agreement for detail information. In the event of any inconsistency or conflict arising in the interpretation between terms, manual and this Agreement to Terms of Use, the Chinese language version shall prevail.

## **CONTACT**

If you have any question regarding content of purchased product, data, possible mistake or any defect, please free to let us know via service of technical support of this Site.



GeoVision reserves the right to change any information contained in this web site and user manual without prior notice.

Copyright © 1998-2013 GeoVision Inc. All rights reserved. GeoVision Inc., 9F.,No.246, Sec.1, Neihu Rd., Neihu District Taipei 114, Taiwan R.O.C

Last Updated by GeoVision Human Resource & Legal Team on February 3, 2015.