**MSI Services Terms of Use**

**Acceptance of Terms of Use**

These Terms and Conditions of Use (the “Terms of Use”) apply to the use of products and services (“Service(s)”) provided to you by Micro-Star Int’l Co., Ltd. (“MSI”), located at No. 69, Lide St., Zhonghe Dist., New Taipei City, 235, Taiwan.

Our Services may include, without limitation, websites, forums, online events, software, products, applications, documents, other information made available by MSI, and all updates, enhancements, new features, or changes to such Services.

By using our Services, you agree to these Terms and Conditions. As our Services may include software applications with additional terms or requirements, you will be required to agree to those additional terms if you choose to use such Service.

MSI reserves the right to update these Terms and Conditions at any time without notice to you. We encourage you to check these Terms and Conditions from time to time for updates.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE SUCH SERVICE(S).

**Personal and Non-Commercial Use**

All Services are for personal, non-commercial uses unless otherwise stated. You may not copy, modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell, lease, reverse engineer, or attempt to extract source codes from any part of our Service unless we expressly consent in writing.

**Your Content**

Some of our Services permit or may require you to input, post, upload, submit, store, or send information or content to MSI (collectively, “Upload”) subject to, or for purposes stated in the MSI Privacy Policy, or for review by the public or members of public or private communities. Unless otherwise agreed between you and MSI, you retain ownership of any intellectual property rights in your uploaded content.

When you Upload content to our Services, you agree to grant MSI, its global affiliates, and subsidiaries a worldwide, fully paid up, irrevocable license to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat, use, host, store, modify, or create derivate works from your content for operating, promoting, and improving our Services, and to sublicense such rights to our global partners, and suppliers as needed to achieve the same purposes.

By Uploading content to MSI, you acknowledge and agree to the following:

1. You warrant and represent that you own all applicable rights in the content or have obtained all necessary consent, rights, licenses, and waivers from applicable content owners to provide the license and sublicense grant to MSI for the Uploaded content;
2. You further warrant and represent that your Uploaded content does not breach any conditions for Prohibited Uses further stated below in these Terms of Use; You did not violate any applicable laws and regulations in Uploading the content, or did not falsify or delete required copyright or other intellectual property rights attribution or proprietary notice;
3. You are fully responsible for the content involved as MSI is not and will not be obligated to preview or review any content for accuracy, completeness, quality, legality, or reliability of the content;
4. You shall not Upload content that directly or indirectly engage or promote illegal or toxic behavior such as: hatred based on age, race, ethnicity, nationality, sexual orientation, gender, appearance, religion, and politics, acts that may be considered tortious, defamatory, and slanderous, and acts which refers to sexual acts, pornography, obscenity, or profanity;
5. The Uploaded content is free from viruses, Trojan horses, worms, time bombs, corrupted files, malicious scripts, or other software program, or code that may damage the Services and any hardware or software needed to provide such Services; and
6. MSI will not pay you any compensation for the Uploaded content. Furthermore, MSI is not obligated to post or use your content, and may remove such content at any time in its sole discretion.

**MSI Content**

Our Service(s) available to you may include or require the installation of MSI developed software that can either be separately downloaded or may be installed on your MSI device by default. This software may be automatically updated if new versions become available. To allow you to use our Services, MSI hereby grants you a personal, worldwide, royalty free, non-transferable, non-exclusive license to use any MSI developed software for personal, non-commercial use in accordance with any provided instructions or in the manner specified through the software interface. Some MSI software components may include use of software under open source license; for such software components, the applicable open source license will govern your use. For clarification, third party software is separately licensed to you by the applicable owner and/or licensor of such software, not MSI.

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, software, and computer code (collectively “Content”), including but not limited to the design, structure, selection, coordination, expression and arrangement of such Content contained in our Services is owned, controlled or licensed by or to MSI, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Except as expressly provided in these Terms of Use, no part of the Services 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, website or other medium for publication or distribution or for any commercial enterprise, without MSI’s express prior written consent.

You may use information on MSI products and Services (such as data sheets, knowledge base articles, and similar materials) purposely made available by MSI for downloading provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

**Prohibited Uses**

You agree not to use the Services: (a) in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law (each a "Law"); (b) to stalk, harass, or harm another individual; (c) to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (d) to interfere with or disrupt the Services and servers or networks connected to it; (e) to use any data mining, robots, or similar data gathering or extraction methods in connection with the Services or to any MSI server; or (f) to attempt to gain unauthorized access to any portion of the Services or any other accounts, computer systems, or networks connected to the Services or websites, whether through hacking, password mining, or any other means; (g) to probe, scan or test the vulnerability of the Services or any network connected to the Services, nor breach the security or authentication measures on the Services or any network connected to the Services. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Services, or any other customer of MSI, including any MSI account not owned by you, to its source, or exploit the Services or any service or information made available or offered by or through the Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Services. (h) to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or MSI’s systems or networks, or any systems or networks connected to the Services or to MSI; or (i) to use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any transaction being conducted on the Services, or with any other person’s use of the Services.

**Other Terms and Conditions**

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Services, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Services or for any service offered on or through the Services, the latter terms shall control with respect to your use of that portion of the Services or the specific service.

MSI may make changes to any products or services offered on the Services, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Services with respect to products and services may be out of date, and MSI makes no commitment to update the materials on the Services with respect to such products and services.

**Accounts, Passwords and Security**

Certain features or services offered on or through the Services may require you to open an account (including setting up an ID and password). When creating such account, please ensure the information provided is true, accurate, current, and complete, as required for registration. If there are changes to such information, you should promptly update your registration information. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify MSI immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by MSI or any other user of or visitor to the Services due to someone else using your MSI ID, password or account as a result of your failing to keep your account information secure and confidential.

**Privacy**

MSI’s Privacy Policy applies to use of the Services, and its terms are made a part of these Terms of Use by incorporation by reference with full force and effect. Additionally, by using the Services, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Services may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Because of the international nature of MSI’s business, we transfer information within the MSI group, and to third party suppliers who help us provide the Services to you for the purpose set forth in this Terms of Use. Therefore, we may transfer information to countries that may have different laws and data protection compliance requirements than those applicable in the country you are located.

Further details of how your information may be collected, used, and processed are detailed in MSI’s privacy policy, available at https://www.msi.com/page/privacy-policy.

**Links to Other Sites and to the MSI Services**

The Services may contain links to other independent third-party websites (“Linked Sites”). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under MSI’s control, and MSI is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

**Disclaimers**

MSI DOES NOT PROMISE THAT THE SERVICES OR ANY CONTENT, SERVICE OR FEATURE OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SERVICES WILL PROVIDE SPECIFIC RESULTS. THE SERVICES AND ITS CONTENT ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. ALL INFORMATION PROVIDED ON THE SERVICES IS SUBJECT TO CHANGE WITHOUT NOTICE. MSI CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SERVICES WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. MSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MSI DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICES AND/OR ANY MSI SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND ANY LINKED SERVICESS. YOUR SOLE REMEDY AGAINST MSI FOR DISSATISFACTION WITH THE SERVICES OR ANY CONTENT IS TO STOP USING THE SERVICES OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, 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.

MSI reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Services, or any portion of the Services, for any reason; (2) to modify or change the Services, or any portion of the Services, and any applicable policies or terms; and (3) to interrupt the operation of the Services, or any portion of the Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

**Limitation of Liability**

Except where prohibited by law, in no event will MSI be liable to you for any indirect, consequential, incidental or punitive damages, including lost profits, even if MSI has been advised of the possibility of such damages.

**Indemnity**

You agree to indemnify and hold MSI, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against MSI by any third party due to or arising out of or in connection with your use of the Services.

**Violation of These Terms of Use**

Subject to the MSI Privacy Policy, MSI may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Services, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) MSI’s rights or property, or the rights or property of visitors to or users of the Services, including MSI’s customers. MSI reserves the right at all times to disclose any information that MSI deems necessary to comply with any applicable law, regulation, legal process or governmental request. MSI also may disclose your information when MSI determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes. You acknowledge and agree that MSI may, subject to the MSI Privacy Policy, preserve any transmittal or communication by you with MSI through the Services or any service offered on or through the Services, and may also disclose such data if required to do so by law or MSI determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of MSI, its employees, users of or visitors to the Services, and the public.

You agree that MSI may, in its sole discretion and without prior notice, terminate your access to the Services and/or block your future access to the Services if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Services. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to MSI, for which monetary damages would be inadequate, and you consent to MSI obtaining any injunctive or equitable relief that MSI deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies MSI may have at law or in equity.

You agree that MSI may, in its sole discretion and without prior notice, terminate your access to the Services, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Services or any service offered on or through the Services, or (4) unexpected technical issues or problems.

If MSI does take any legal action against you as a result of your violation of these Terms of Use, MSI will be entitled to recover from you, and you agree to pay, all reasonable attorneys’ fees and costs of such action, in addition to any other relief granted to MSI. You agree that MSI will not be liable to you or to any third party for termination of your access to the Services as a result of any violation of these Terms of Use.

**Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Services, including all disputes, will be governed by the laws of Taiwan without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the courts in Taipei, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. In the event of any controversy or dispute between MSI and you arising out of or in connection with your use of the Services, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

**Void Where Prohibited**

Although the Services is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Services are available to all persons or in all geographic locations, or appropriate or available for use outside their respective geographical location. MSI reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Services is void where prohibited. If you choose to access the Services, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

**Miscellaneous**

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Services, in violation of any applicable laws or regulations.

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 MSI with regard to your use of the Services, and any and all other written or oral agreements or understandings previously existing between you and MSI with respect to such use are hereby superseded and cancelled. MSI’s failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by MSI of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between MSI 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.

The Services may contain references or cross references to MSI products, programs and services that are not announced in your country. Such reference does not imply that MSI in your country intends to announce such products, programs or services.

**Feedback and Information**

Any feedback you provide at these Services shall be deemed to be non-confidential. MSI shall be free to use such information on an unrestricted basis.

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