

Creative 最終使用者軟體許可證協議

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在安裝本軟體之前，請仔細閱讀此文件。開啓和安裝本軟體即表示您同意本協議條款的約定。如果您不同意本協議中的條款，請不要打開密封的磁片套件或安裝本軟體，並務必在 15 日（遠從台灣法律之規定，本地區為 7 日）之內，將軟體、所有文件連同所附贈的物品一起退回經銷商，您可以獲得退款。

這是您與 Creative Technology Ltd. 及其子公司（“Creative”）之間達成的合法協議。本協議闡明 Creative 提供的密封磁片套件及相關文件資料和附屬項目，包括但不限於與這些程式相連的執行程式、驅動程式、程式庫和資料庫（統稱為“軟體”）的條款和細則。

授權

1. 許可證授權

本軟體在該協議條款下均屬授權使用而非出售。您擁有磁片或其他媒體，上面錄有原版和修改的軟體；但是，在您與 Creative（以及相關的許可證頒發者）之間，Creative 保留對本軟體的所有權，並且保留所有未明文授予您的所有權。在第一節下的許可授權帶有這樣的條件，即，您必須遵循並履行本協議下的所有義務。Creative 在以下的情況下授權給您使用本軟體的全部或部分：

- 沒有出於營利目的傳播本軟體；
- 本軟體僅能與 Creative 家產品一同使用；
- 不可修改本軟體；
- 所有的版權聲明都應包含在本軟體內；並且
- 許可證頒受人/最終使用者同意受本協議條款的約束。

2. 一台電腦上的使用

本軟體只能在任何時間供單個使用者在單個電腦上使用。您可以將機器可讀取的部份軟體從一台電腦傳輸至另一台電腦，但是必須符合下列條件：（1）第一台電腦刪除了本軟體（包括軟體的任何部份或複製軟體），並且（2）本軟體沒有任何可能於同一時間在超過一台電腦上使用。

3. 獨立使用準則

您必須遵循獨立使用準則使用本軟體，提供的軟體及功能只視與在裝有本軟體的電腦上工作的人士存取。本軟體及功能不允許通過網路或通訊線路進行遠端存取，也不允許傳輸本軟體的全部或任何部份。

4. 版權

本軟體由 Creative 和/或許可證頒發者擁有，並受美國版權法和國際協議條款保護。您不得刪除任何本軟體副本或隨附的任何書面材料（若有）的版權通告。

5. 製作一個備份

您可以製作一個（1）本軟體的機器可讀取的備份，僅支援您在單個電腦上使用本軟體，軟體的備份必須包括原版軟體中所有的版權和其他專權通告。

6. 不允許任何合併或結合

不允許將軟體的任何部份和任何其他程式合併或結合，除非得到您所處轄區的法律明文許可。如果將本軟體的任何部份和任何其他軟體合併或結合，都將繼續受到本協議的條款和細則的約束。而且您必須複製包括在原文件中合併或結合部份的所有版權和其他專權通告。

7. 網路版本

如果您購買了此軟體的“網路”版本，本協議適用於將軟體安裝在一個單一的“檔案伺服器”上。軟體不可複製到多個系統中，連接於“檔案伺服器”上的每個“節點”也必須在其特定“節點”已獲許可的情況下使用專屬於它自己的“節點操作”。

8. 許可證轉讓

在符合下列條件的情況下，您可以轉讓本軟體的許可證：（1）您可以轉讓本軟體的所有部份或副本；並且，（2）您不能保留軟體的任何部份或任何副本；同時，（3）受讓人閱讀並且同意接受此協議的條款和細則的約束。

9. 使用、複製和修改本軟體的限制

除非獲得本協議的明文許可，或在您獲得本軟體的法律明文許可範圍之內，否則不允許使用、複製或修改本軟體。也不允許將本協議授予您的任何權利轉授予他人。本軟體僅供您個人使用，不允許用於公眾表演，也不允許用於製作面向公眾的錄影帶。

10. 反編譯、反彙編或反向操作

您承認本軟體包含商業機密和其他有關 Creative 和其許可證頒發者的專權資訊。除非獲得本協議的明文許可或在您所處轄區的法律範圍之內，否則不允許反編譯、反彙編或反向操作本軟體，從從事任何其他活動以獲得非本軟體的使用者看不見的潛在資訊。尤其是，您同意不能以任何目的傳送本軟體，或將本軟體的目標碼顯示於任何電

腦螢幕，或製作本軟體目標碼書面形式的記憶體資訊副本。如果您需要本軟體與其他程序可操作性的有關資訊，您也不得反編譯或反彙編本軟體以獲得此類資訊。您同意將以下列地址向 Creative 要求此類資訊。Creative 在收到這類請求後，將決定您要求獲得此類資訊是否合法。如果合法，Creative 將在適當的時間內以合理的條件向您提供此類資訊。

11. 帶有 CDB 功能的軟體

本應用程式也許會來自 CDB Inc. of Berkeley California d/b/a Gracenote (“Gracenote”) 的軟體-Gracenote 軟體 (the “Gracenote CDB Client”) 允許應用程式向線上服務伺服器 (“Gracenote CDB Servers”) 進行線上光碟辨識和獲取與音樂有關的資訊，包括名稱、藝術家、曲目和標題資訊 (“Gracenote Data”) 並執行其他功能。您僅可以透過該應用軟體提供的最終使用者功能來使用 Gracenote Data。

您同意只是出於自己個人非商業性的用途而使用 Gracenote Data-Gracenote CDB Client -Gracenote CDB Servers。您同意不向第三方分配、複製、轉發或傳輸 Gracenote CDB Client 或任何 Gracenote Data。除了此處明文規定許可之外，您同意不得使用或利用 Gracenote Data -Gracenote CDB Client -Gracenote CDB Servers。

您同意如果您違反這些限制，您的 Gracenote Data-Gracenote CDB Client -Gracenote CDB Servers 的排他性使用將即中止。您的使用權一旦終止，您同意停止使用任何 Gracenote Data-Gracenote CDB Client -Gracenote CDB Servers -Gracenote CDB Servers 保留 Gracenote Data-Gracenote CDB Client -Gracenote CDB Servers 的一切權利，包括所有權利。您同意 CDB Inc. 在本協議下以其自身名義直接向您施行其權利。

您同意 Gracenote Client and Gracenote Data 的每一個項目以其原有面目授權給您 -Gracenote 對來自 Gracenote CDB Servers 的 Gracenote Data 的精確性不承擔任何明示和暗示的責任或保證。Gracenote 對為了 Gracenote 認為足夠的理由刪除 Gracenote CDB Servers 的資料或變更資料類別保留權利。Gracenote 不擔保 Gracenote CDB Client 或 Gracenote CDB Servers 不出任何差錯，也不擔保 Gracenote CDB Client 或 Gracenote CDB Servers 不會中斷。Gracenote 不承擔向您提供將來 Gracenote 可能提供的任何新的增強功能或額外資料類型或類別的義務。

Gracenote 聲明不提供任何明示或暗示的保證，包括但不限於特別的、名目和非侵犯性的適銷性和適當性的暗示擔保。Creative 對您由於使用 Gracenote CDB Client 或 Gracenote CDB Servers 而引起的後果概不負責。在任何情況下 -Gracenote 對由此而引起的任何直接或間接損失或由此而引起的利潤或收入損失概不負責。

許可終止

本許可證協議在終止前有效。您可以隨時將軟體（包括任何部份或副本）退回至 Creative 以終止此協議。如果您違背了本協議的任何條款和細則，本協議將自動終止。您應在上述情況終止協議時，立即將本軟體（包括任何部份或所有副本）退回至 Creative。在本協議終止時，Creative 保留通過法律途徑維護自身權益的權利。本協議規定的保護 Creative 的專權條款在協議終止之後繼續有效。

無侵犯

Creative 不擔保本軟體將滿足您的需要，也不擔保本軟體在操作中由於著意碼而出現的中斷或錯誤。“著意碼”在本段意指任何程式碼，設計用來辨識其他電腦程式或電腦資料、消費電腦資源、修改、毀壞記錄，或傳輸資料，或以侵害電腦、電腦系統或電腦網路的其他形式，包括病毒、特洛伊馬、漏失程式、蠕蟲、邏輯炸彈，等等。

您的責任

如果您在違反了本協議的情況下傳播此軟體，您必須保障 Creative，捍衛它不受任何由於違反協議而使用或傳播此軟體而引起或有關聯的索償或訴訟的損害，包括律師費以及由此而引起的任何費用。

Creative 不對此軟體提供任何明示或暗示的保證，包括但不限於特別的、名目或非侵犯性的適銷性或適當性的暗示擔保。Creative 對本軟體不承擔任何更新、昇級

或技術支援的義務。

再者，Creative 對任何由 Creative 或第三方技術支援人員提供的資訊精確性概不負責，對由此而引起的任何直接或間接損失，或您根據此類技術支援而採取的任何行動或遺漏概不負責。

您必須對軟體的選擇以獲得您想要的結果、本軟體的安裝、使用和從軟體獲得的結果負完全責任。您必須承擔軟體品質和性能的全部風險。若軟體證明有缺點，由您（而不是 Creative，或其經銷商或代理商）承擔所需的全部修改和更正服務費用。

一些國家或州（省）不允許排他性暗示擔保，所以上述限制可能對您不適用。如果本軟體由第三方而不是由 Creative 自定、重新包裝或作出任何形式的更新，Creative 將不承認任何保修條款。

補償和損壞限制

無論發生何種情況，**CREATIVE 對任何間接、偶然、特別或必然的損失，或任何由於 CREATIVE 的疏忽造成的人身傷害（包括死亡），或者由於本軟體或本協議的使用所引起的任何商業利益損失、儲蓄損失、使用損失、收入損失或資料損失概不負責，即使 CREATIVE 或其許可證頒發者收到過損失可能發生的通知，不管是否收到使用者或其他任何人的索賠請求，CREATIVE 對任何超出本軟體的價格以外的損失概不負責。**

一些國家或州（省）不允許對間接或必然損失負責實行限制或排除，所以上述限制或排除可能不適用於您。

產品退回

如果不得不將軟體退回 Creative 或者 Creative 授權經銷商或代理商，您必須預付運輸費，並且為軟體投保或承擔運輸中丟失或損壞的風險。

美國政府的限制權利

所有軟體與相關檔案均隨限制權利提供。美國政府使用、複製或公開軟體應符合技術資料和電腦軟體條款權利部份的 (b)(3)(i) 的規定，即條款：252.227-7013。如果您在美國以外的國家或地區轉讓使用或使用本軟體，您必須遵從自己國家的地方法規。美國出口管制法和本協議的英語版本。

承包商 / 製造商：

軟體承包商 / 製造商為：

Creative Technology Ltd
31, International Business Park
Creative Resource
Singapore 609921

概況

本協議對您、您的雇員、您的雇主、承包商和代理商、任何繼任者以及受託人均具約束力。沒有依據本地法律或其他相關地的規定，任何軟體或任何相關資訊均不允許輸出。本協議遵從加利福尼亞州法律（除聯邦法院轄的版權和專利註冊商標之外）本協議完全是我們之間的協議，並且您同意 Creative 對於任何不確實陳述或代表，作這些陳述或代表的代理商或任何個人（無論是出於目的或疏忽，導致簽署本協議不承擔任何責任，除非這些不確實陳述或代表的目的是為了欺詐。本協議取代任何其他諒解或協議，包括但不侷限於本軟體廣告。如果任何國家或政府機構認為本協議中的某個條款無效或不能執行，相應的條款將作出必要的修改使之有效，可以執行。本協議的其他條款則不受任何影響。

有關本協議的任何疑問，請按上述地址與 Creative 聯絡。如果您對有關產品或技術應用存有疑問，請與距離最近的 Creative 技術支援中心聯絡。本產品可能附帶能夠播放版權保護的 DVD-Audio 光碟的軟體。但是如果內容保護系統已經損壞的話，軟體的此項功能將失效。在此種情況下，唯一的補救措施是從 Creative 的網站下載產品更新。如果您無法連接到 Internet，Creative 也將有償為您更換軟體。

MICROSOFT 軟體許可證補充協議

重要事項：使用本補充協議中提供的 Microsoft 軟體檔案（“Microsoft 軟體”）即表示您同意下列條款之約定。如果您不同意下列條款的約定，您就不能使用 Microsoft 軟體。

提供的 Microsoft 軟體僅用於替代以上闡明並根據許可證協議原先提供的 Microsoft 軟體產品（“原產品”）副本中的相應檔案。一經安裝，Microsoft 軟體

檔案便成爲原產品的一部份，受到原產品許可證協議中的條款和條件的相同約定和保修。如果您沒有有效的原產品使用許可證，您就不得使用 Microsoft 軟體。禁止將 Microsoft 軟體用作其他用途。

本協議中沒有任何內容可以看作是 Creative 在倡導或授權侵犯適用於您所在區域的當地和 / 或國際法律。

MICROSOFT WMFSDK9 系列協議的 DRM 補充協議

內容供應商使用隨本軟體發布的用於 Windows Media 的 Microsoft 數位權限管理技術 ("WM-DRM") 來保護其內容的完整性 (" 安全性內容 ")，這樣，他們在這類內容里的包括版權在內的智慧產權就不會遭到侵害。本軟體的部份內容以及協力廠方應用程式使用 WM-DRM 播放安全性內容 ("WM-DRM Software")。如果 WM-DRM 軟體的安全性降低，安全性內容擁有者 ("Secure Content Owners") 可以要求 Microsoft 撤銷 WM-DRM 的複製、顯示和 / 或播放安全性內容的軟體權限。撤銷不改變播放未受保護內容的 WM-DRM 軟體能力。一旦您從 Internet 上下載安全性內容執照，一份撤銷的 WM-DRM 軟體清單將發送您的電腦。Microsoft 也許會代表安全性內容擁有者，下載此執照時也一並下載撤銷清單至您的電腦上。安全性內容擁有者也可能要求您升級一些隨此軟體一起發布的 WM-DRM ("WM-DRM Upgrades") 元件後，才能存取他們的內容。當您試圖播放這類內容時，Microsoft 製作的 WM-DRM 軟體將通知您需要 WM-DRM 升級版，然後征求了您的同意再下載 WM-DRM 升級版。非 Microsoft WM-DRM 軟體可能有相同的做法。如果您拒絕升級，您將不能存取需要 WM-DRM 升級版的內容，然而您仍然能夠存取未受保護的內容以及那些不需要升級版的安全性內容。WM-DRM 的存取功能，諸如獲取執照和 / 或執行必要的 WM-DRM 升級等功能，都可以關閉。當關閉這些功能時，如果您的電腦上已有一個有效的內容執照，您仍然可以播放相應的安全性內容。

致 Creative 使用者的版權資訊

特定的 Creative 產品是用於幫助您對那些爲版權所有者允許或適用法律所豁免的材料進行複製。除非您擁有版權或類似的授權，否則，您可能由於違反版權法而受到罰款或被要求其他賠償。如果您對您的權力還不清楚，請與您的法律顧問聯繫。

使用 Creative 產品時您有責任確保不違反適用的版權法，因此複製某些材料可能需要事先經過版權持有者的許可。對於任何非法使用 Creative 產品的情況，Creative 不承擔任何責任，並且 Creative 在任何情況下對儲存在壓縮過的音效檔案中的資料來源不負有任何責任。

您認可並且同意在即時廣播 (陸地、衛星、有線或其他媒體) 或通過 Internet 及其他網路，如 Intranet (但是不限定於其中)，在付費音樂或有價應用程式中，使用或輸出 MP3 Codecs 是未經許可和 / 或未經授權的 (也可參見 <http://www.iis.fhg.de/amm/>)。

*** 本許可證協議爲中文翻譯版本，若翻譯之意與下一頁的英文原意有所抵觸時，以英文版爲準。**

Creative End-User Software License Agreement Version 2.6, March 2003

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING THE SOFTWARE. BY INSTALLING AND USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE. PROMPTLY RETURN, WITHIN 15 DAYS, THE SOFTWARE, ALL RELATED DOCUMENTATION AND ACCOMPANYING ITEMS TO THE PLACE OF ACQUISITION FOR A REFUND.

This is a legal agreement between you and **Creative Technology Ltd.** and its subsidiaries ("Creative"). This Agreement states the terms and conditions upon which Creative offers to license the software sealed in the disk package together with all related documentation and accompanying items including, but not limited to, the executable programs, drivers, libraries and data files associated with such programs (collectively, the "Software").

LICENSE

1. Grant of License

The Software is licensed, not sold, to you for use only under the terms of this Agreement. You own the disk or other media on which the Software is originally or subsequently recorded or fixed; but, as between you and Creative (and, to the extent applicable, its licensors), Creative retains all title to and ownership of the Software and reserves all rights not expressly granted to you.

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