



# IBM 128 MB USB 2.0 Memory Key

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**使用手冊**





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**註:** 在使用此資訊和其支援的產品前，請先閱讀第 5 頁的附錄 A, 『保證資訊』和第 17 頁的附錄 B, 『Notices』中的資訊。

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## 關於本書

本手冊包含了安裝與使用 IBM® 128 MB USB 2.0 Memory Key 的說明。本手冊分成下列部份：

### 安裝和使用手冊

在光碟中含有下列語言版本的使用手冊，可供您參考：

- 英文
- 法文
- 德文
- 西班牙文
- 義大利文
- 巴西葡萄牙文
- 韓文
- 簡體中文
- 繁體中文
- 日文

### 附錄

本節含有說明與服務、保證及注意資訊。

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## 註冊您的選用設備

感謝您購買 IBM 的產品。請花一點時間為產品註冊，並提供一些相關資訊，這可以幫助 IBM 在未來提供您更好的服務。您的意見對我們的產品開發和服務十分寶貴，也促進您和我們更良好的溝通。您可以在下列 IBM 網站註冊您的選用設備：

<http://www.ibm.com/pc/register>

除非您在網站上的問卷指出，您不想收到進一步的資訊，否則 IBM 會提供您所註冊之產品的資訊及更新。





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## 安裝和使用手冊

本節包含了產品說明、安裝指示及在 IBM 128 MB USB 2.0 Memory Key 上的操作資訊。

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### 產品說明

IBM 128 MB USB 2.0 Memory Key 是輕巧又易於攜帶的 USB 儲存裝置；在筆記型電腦或桌上型電腦間使用它來共用資料，相當方便。

此外，Memory Key 包含兩個公用程式軟體，分別可作密碼保護及將可用的儲存體重新劃分成公用區和保護區之用。

### 安裝需求

在安裝 IBM 128 MB USB 2.0 Memory Key 之前，請確認您有

- 下列作業系統之一：
  - Microsoft® Windows® 98
  - Microsoft Windows Millennium Edition (Me)
  - Microsoft Windows 2000 Professional
  - Microsoft Windows XP
- 可用的 USB 接頭

如果您要使用 Memory Key 為 bootable 裝置，則需要下列選用性項目。請參閱第 3 頁的『將 Memory Key 設成可開機』。

- BIOS 支援 bootable USB 裝置。如果您無法確認 BIOS 是否支援 bootable USB 裝置的話，請聯絡您的電腦製造廠商。如果需要的話，會提供可用的更新。
- 如果合適的話，BIOS 說明文件會隨附於您的電腦或是 BIOS 更新。

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### 在 Windows Me、Windows 2000 或 Windows XP 上安裝 Memory Key

Windows Me、Windows 2000 及 Windows XP 已經內建對 USB 2.0 Memory Key 的支援，因此不需要裝置驅動程式。您只要將 Memory Key 接到 USB 接頭。Memory Key 現在已經可以使用，而且顯示為指定字母（例如，E:）的抽取式磁碟機。

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### 在 Windows 98 上安裝 Memory Key

在您使用 Memory Key 之前，必須先安裝好 Windows 98 裝置驅動程式檔案。若要在 Windows 98 安裝 Memory Key 裝置驅動程式，請執行下列步驟：

1. 將 Memory Key 接到 USB 接頭。
2. 「新增硬體精靈」視窗會開啓。
3. 在「新增硬體精靈」視窗中，按一下下一步。
4. 選取**搜尋裝置之最適用的驅動程式**，然後按一下下一步。
5. 選取**光碟機**，然後按一下下一步。請遵循螢幕上的指示進行。

6. Memory Key 現在已經可以使用，而且在「我的電腦」視窗中，顯示為抽取式磁碟機。

**註：**發光二極體 (LED) 閃爍時，表示正在存取資料。當 LED 正在閃爍時，請勿取下 Memory Key，否則您可能會遺失資料檔。

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## 使用安全軟體

本節說明如何使用 IBM USB 128 MB Memory Key 安全軟體。

### 簡介

當您第一次使用 Memory Key 硬體，它會在「我的電腦」視窗中顯示成抽取式磁碟機。按一下抽取式磁碟機圖示，會顯示兩個檔案：**Login.exe** 和 **Partition.exe**。

**Login.exe** 可讓您指定密碼並且登入到一個保護的區域。**Partition.exe** 可讓您建立一個保護的儲存區並且可以編輯它的大小。

您可以使用下列其中一種方式來使用 Memory Key：

- 將 Memory Key 128 MB 保留給公用儲存區，並將 Memory Key 設成可開機。請參閱第 3 頁的『將 Memory Key 設成可開機』。
- 將儲存區分成兩個部份，一個為「公用區」，另一個則為密碼「保護區」。請參閱以下『設定「保護區」』所示。

**註：**建立「保護區」會移除 Memory Key 開機功能。

### 設定「保護區」

#### 請注意

使用 **Partition.exe** 公用程式會取消出廠預設的開機功能。如果您打算使用此 Memory Key 來開機的話，請移除這個檔案。請參閱第 3 頁的『將 Memory Key 設成可開機』。

若要建立保護儲存區的話，請按兩下 **Partition.exe**，並遵循畫面上的指示進行操作。它會要求您輸入密碼和選用性的提示（以防忘記密碼）。

建立完保護區之後，請按兩下 **Login.exe**，並遵循畫面上的指示來指定進入「保護區」的密碼。

### 存取「保護區」

一旦您建立了密碼，按兩下 **Login.exe**，並輸入您的密碼就可以得到「保護區」的存取。請遵循畫面上的指示來變更密碼或是檢視提示。

如果您輸入密碼三次不正確的話，您必須重設 Memory Key。

#### 請注意：

重設 Memory Key 的話將會消除在「保護區」的所有資料。

註: 沒有置換密碼保護的支援。

公用區內的資料不會受影響。重設之後，按兩下 **Logine.exe**。

## 登出「保護區」

從保護區中按兩下 **Logout** 檔，以便從保護區登出並返回到公用區。

### 請注意

在您登出保護區之前，請確定所有開啓的檔案已經儲存再結束。

## 變更「保護區」分割區大小

### 請注意

在變更分割區之前，請先將資料備份。變更「保護區」大小將會導致公用和保護儲存區的資料完全流失。

若要變更「保護區」之分割區大小，請執行下列步驟：

1. 按兩下 **Partition.exe**，並遵循畫面上的指示來變更「保護區」大小。
2. 按兩下 **Login.exe**，並輸入您的密碼以便開啓新的「保護區」。

註: 變更「保護區」大小並不會改變密碼。

## 在 Memory Key 作用中的狀態下暫停或休眠

當您的電腦變更為暫停或休眠模式，而 key 登入到「保護區」時，請按 F5 鍵重新整理畫面。

當您看見「公共區」顯示時，請使用 **Login.exe** 指令重新存取「保護區」。

如果「公共區」顯示時機器進入休眠模式，不必按 F5 鍵重新整理。

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## 將 Memory Key 設成可開機

若要使用 Memory Key 來開機，請執行下列步驟：

1. 請洽詢您的電腦或筆記型電腦廠商，確認您的 BIOS 支援 USB Memory Key 並且能用 USB 裝置開機。您可能需要下載最新的 BIOS 以便啓動這些特性。
2. 請關機。啓動電腦並等待作業系統完成起始設定。
3. 將 Memory Key 連接在任何可用的 USB 接頭上，並等待桌面開啓。
4. 將 Memory Key 插入任何可用的 USB 接頭，並等待作業系統辨識。
5. 將您希望儲存的任何檔案，從 Memory Key 傳輸到其他儲存裝置中。
6. 插入 Memory Key 隨附光碟。
7. 在光碟視窗中，尋找並開啓 **Software** 資料夾。按一下 **Memkeyboot.exe** 檔。這個可執行檔會搜尋 Memory Key。如果搜尋失敗則會顯示錯誤訊息。

8. 選取 **OK**，應用程式會自動將 Memory Key 格式化，並傳輸必要的 PC-DOS 檔。若應用程式判定 Memory Key 已分割完成，則會顯示錯誤訊息。關於如何將整個 Memory Key 製作為公共區，請參閱第 3 頁的『變更「保護區」分割區大小』。
9. 在應用程式成功完成程序後，您將收到確認訊息。如果您希望檢視 Memory Key 上的開機檔，則您需要將它重新連接在您的電腦上。
10. 請參照您的電腦說明文件來存取 BIOS 設定。
11. 請關機。並確認 Memory Key 已連接在可用的 USB 接頭上。
12. 啟動您的電腦，並使用電腦說明文件中的步驟綱要來存取 BIOS 設定。
13. 在 BIOS 中，找出電腦配置裡決定裝置啟動次序的區段。請執行下列步驟來變更裝置啟動順序：
  - a. 舊型軟碟機（3.5" 磁碟機）。

**註：**只適用於配有 3.5" 磁碟機的桌上型電腦和筆記型電腦。

  - b. ATAPI CD 光碟機或其他光碟機，例如 DVD。
  - c. 硬碟 - USB Memory Key
  - d. 硬碟 - 含有作業系統或資料檔案的主要硬碟。
14. 儲存新增設定值並跳出 BIOS。
15. 在 Memory Key 已連接到電腦的情況下重新啟動電腦，電腦將會啟動到 DOS 提示中。

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## 回復公用程式檔案

如果您移除或失去公用程式檔案，您可以使用隨附於此裝置的光碟來重新安裝 **Login.exe** 和 **Partition.exe**。若要複製檔案，請執行下列步驟：

1. 將 *IBM 128 MB USB 2.0 Memory Key CD* 插入到 CD 光碟機。
2. 請使用作業系統瀏覽器視窗（例如，檔案總管）來瀏覽 D:\software 目錄，其中 D: 為 CD 光碟機。
3. 在另一個瀏覽視窗開啓 Memory Key。
4. 將光碟中的檔案複製到 Memory Key 視窗。

如果您建立了「保護區」，將會有兩個額外的常駐程式：**Logout.exe** 和 **Desktop.ini**。您可以遵循上述步驟 1 到 4 來重新安裝這些檔案，但是這些檔案也必須複製到 Memory Key 的「保護區」中。

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## 附錄 A. 保證資訊

This section contains the warranty period for your product, information about obtaining warranty service and support, and the IBM Statement of Limited Warranty.

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### Warranty period

Contact your place of purchase for warranty service information. Some IBM Machines are eligible for on-site warranty service depending on the country or region where service is performed.

<b>Machine</b> - IBM 128 MB USB 2.0 Memory Key
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<b>Warranty period</b> - One year
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### Service and support

The following information describes the technical support that is available for your product, during the warranty period or throughout the life of the product. Refer to your IBM Statement of Limited Warranty for a full explanation of IBM warranty terms.

#### Warranty information on the World Wide Web

The IBM Machine Warranties Web site at [http://www.ibm.com/servers/support/machine\\_warranties/](http://www.ibm.com/servers/support/machine_warranties/) contains a worldwide overview of the IBM Limited Warranty for IBM Machines, a glossary of terms used in the Statement of Limited Warranty, Frequently Asked Questions (FAQ), and links to Product Support Web pages. The IBM Statement of Limited Warranty is available from this Web site in 29 languages in Portable Document Format (PDF).

#### Online technical support

Online technical support is available during the life of your product through the Personal Computing Support Web site at <http://www.ibm.com/pc/support/>.

During the warranty period, assistance for replacement or exchange of defective components is available. In addition, if your IBM option is installed in an IBM computer, you might be entitled to service at your location. Your technical support representative can help you determine the best alternative.

#### Telephone technical support

Installation and configuration support through the IBM HelpCenter<sup>®</sup> will be withdrawn or made available for a fee, at IBM's discretion, 90 days after the option has been withdrawn from marketing. Additional support offerings, including step-by-step installation assistance, are available for a nominal fee.

To assist the technical support representative, have available as much of the following information as possible:

- Option name
- Option number
- Proof of purchase
- Computer manufacturer, model, serial number (if IBM), and manual
- Exact wording of the error message (if any)
- Description of the problem
- Hardware and software configuration information for your system

If possible, be at your computer. Your technical support representative might want to walk you through the problem during the call.

For the support telephone number and support hours by country, refer to the following table. If the number for your country or region is not listed, contact your IBM reseller or IBM marketing representative. Response time may vary depending on the number and nature of the calls received.

<b>Support 24 hours a day, 7 days a week</b>	
Canada (Toronto only)	416-383-3344
Canada (all other)	1-800-565-3344
U.S.A. and Puerto Rico	1-800-772-2227
All other countries and regions	Go to <a href="http://www.ibm.com/pc/support/">http://www.ibm.com/pc/support/</a> , and click <b>Support Phone List</b> .

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## IBM Statement of Limited Warranty Z125-4753-06 8/2000

### Part 1 - General Terms

This Statement of Limited Warranty includes Part 1 - General Terms and Part 2 - Country-unique Terms. The terms of Part 2 replace or modify those of Part 1. The warranties provided by IBM in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale, from IBM or your reseller. The term 『Machine』 means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term 『Machine』 does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. Unless IBM specifies otherwise, the following warranties apply only in the country where you acquire the Machine. Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract. If you have any questions, contact IBM or your reseller.

**The IBM Warranty for Machines:** IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications ( 『Specifications』 ). The warranty period for a Machine is a specified, fixed period commencing on its Date of Installation. The date on your sales receipt is the Date of Installation unless IBM or your reseller informs you otherwise.

If a Machine does not function as warranted during the warranty period, and IBM or your reseller are unable to either 1) make it do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded.

**Extent of Warranty:** The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible. The warranty is voided by removal or alteration of Machine or parts identification labels.

**THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.**

**Items Not Covered by Warranty:** IBM does not warrant uninterrupted or error-free operation of a Machine. Any technical or other support provided for a Machine under warranty, such as assistance via telephone with 『how-to』 questions and those regarding Machine set-up and installation, will be provided **WITHOUT WARRANTIES OF ANY KIND.**

**Warranty Service:** To obtain warranty service for a Machine, contact IBM or your reseller. If you do not register your Machine with IBM, you may be required to present proof of purchase.

During the warranty period, IBM or your reseller, if approved by IBM to provide warranty service, provides without charge certain types of repair and exchange service to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. At its discretion, IBM or your reseller will 1) either repair or exchange the failing Machine and 2) provide the service either at your location or a service center. IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

Some parts of IBM Machines are designated as Customer Replaceable Units (called 『CRUs』), e.g., keyboards, memory, or hard disk drives. IBM ships CRUs to you for replacement by you. You must return all defective CRUs to IBM within 30 days of your receipt of the replacement CRU. You are responsible for downloading designated Machine Code and Licensed Internal Code updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides.

When warranty service involves the exchange of a Machine or part, the item IBM or your reseller replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part.

Before IBM or your reseller exchanges a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service.

You also agree to

1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
3. where applicable, before service is provided:
  - a. follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provides;
  - b. secure all programs, data, and funds contained in a Machine;
  - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations; and
  - d. inform IBM or your reseller of changes in a Machine's location.

IBM is responsible for loss of, or damage to, your Machine while it is 1) in IBM's possession or 2) in transit in those cases where IBM is responsible for the transportation charges.



Neither IBM nor your reseller is responsible for any of your confidential, proprietary or personal information contained in a Machine which you return to IBM or your reseller for any reason. You should remove all such information from the Machine prior to its return.

**Limitation of Liability:** Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, IBM is liable for no more than

1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
2. the amount of any other actual direct damages, up to the charges (if recurring, 12 months' charges apply) for the Machine that is subject of the claim. For purposes of this item, the term 『Machine』 includes Machine Code and Licensed Internal Code.

This limit also applies to IBM's suppliers and your reseller. It is the maximum for which IBM, its suppliers, and your reseller are collectively responsible.

**UNDER NO CIRCUMSTANCES IS IBM LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

#### **Governing Law**

**Governing Law:** Both you and IBM consent to the application of the laws of the country in which you acquired the Machine to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

## **Part 2 - Country-unique Terms**

### **AMERICAS**

#### **BRAZIL**

**Governing Law:** *The following is added after the first sentence:* Any litigation arising from this Agreement will be settled exclusively by the court of Rio de Janeiro.

### **NORTH AMERICA**

**Warranty Service:** *The following is added to this Section:* To obtain warranty service from IBM in Canada or the United States, call 1-800-IBM-SERV (426-7378).

## CANADA

**Governing Law:** *The following replaces 『laws of the country in which you acquired the Machine』 in the first sentence: laws in the Province of Ontario.*

## UNITED STATES

**Governing Law:** *The following replaces 『laws of the country in which you acquired the Machine』 in the first sentence: laws of the State of New York.*

## ASIA PACIFIC

### AUSTRALIA

**The IBM Warranty for Machines:** *The following paragraph is added to this Section: The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other similar legislation and are only limited to the extent permitted by the applicable legislation.*

**Limitation of Liability:** *The following is added to this Section: Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, IBM's liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.*

**Governing Law:** *The following replaces 『laws of the country in which you acquired the Machine』 in the first sentence: laws of the State or Territory.*

### CAMBODIA, LAOS, AND VIETNAM

**Governing Law:** *The following replaces 『laws of the country in which you acquired the Machine』 in the first sentence: laws of the State of New York.*

*The following is added to this Section: Disputes and differences arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the rules of the International Chamber of Commerce (ICC). The arbitrator or arbitrators designated in conformity with those rules shall have the power to rule on their own competence and on the validity of the Agreement to submit to arbitration. The arbitration award shall be final and binding for the parties without appeal and the arbitral award shall be in writing and set forth the findings of fact and the conclusions of law.*

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator.

The two arbitrators appointed by the parties shall appoint a third arbitrator before proceeding upon the reference. The third arbitrator shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the ICC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

The English language version of this Agreement prevails over any other language version.

## **HONG KONG AND MACAU**

**Governing Law:** *The following replaces 『laws of the country in which you acquired the Machine』 in the first sentence: laws of Hong Kong Special Administrative Region.*

## **INDIA**

**Limitation of Liability:** *The following replaces items 1 and 2 of this Section:*

1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence;
2. as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Statement of Limited Warranty, IBM's liability will be limited to the charge paid by you for the individual Machine that is the subject of the claim.

## **JAPAN**

**Governing Law:** *The following sentence is added to this Section: Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.*

## **NEW ZEALAND**

**The IBM Warranty for Machines:** *The following paragraph is added to this Section: The warranties specified in this Section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if you require the goods for the purposes of a business as defined in that Act.*

**Limitation of Liability:** *The following is added to this Section: Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.*

## **PEOPLE'S REPUBLIC OF CHINA (PRC)**

**Governing Law:** *The following replaces this Section: Both you and IBM consent to the application of the laws of the State of New York (except when local law requires otherwise) to govern, interpret, and enforce all your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.*

Any disputes arising from or in connection with this Agreement will first be resolved by friendly negotiations, failing which either of us has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration in accordance with its arbitration rules in force at the time. The arbitration tribunal will consist of three arbitrators. The language to be used therein will

be English and Chinese. An arbitral award will be final and binding on all the parties, and will be enforceable under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

The arbitration fee will be borne by the losing party unless otherwise determined by the arbitral award.

During the course of arbitration, this Agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

### **EUROPE, MIDDLE EAST, AFRICA (EMEA)**

***THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:*** The terms of this Statement of Limited Warranty apply to Machines purchased from IBM or an IBM reseller.

**Warranty Service:** If you purchase an IBM Machine in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or United Kingdom, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM. If you purchase an IBM Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

If you purchase an IBM Machine in a Middle Eastern or African country, you may obtain warranty service for that Machine from the IBM entity within the country of purchase, if that IBM entity provides warranty service in that country, or from an IBM reseller, approved by IBM to perform warranty service on that Machine in that country. Warranty service in Africa is available within 50 kilometers of an IBM authorized service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of an IBM authorized service provider.

**Governing Law:** The applicable laws that govern, interpret and enforce rights, duties, and obligations of each of us arising from, or relating in any manner to, the subject matter of this Statement, without regard to conflict of laws principles, as well as Country-unique terms and competent court for this Statement are those of the country in which the warranty service is being provided, except that in 1) Albania, Bosnia-Herzegovina, Bulgaria, Croatia, Hungary, Former Yugoslav Republic of Macedonia, Romania, Slovakia, Slovenia, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan, the laws of Austria apply; 2) Estonia, Latvia, and Lithuania, the laws of Finland apply; 3) Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Mali, Mauritania, Morocco, Niger, Senegal, Togo, and Tunisia, this Agreement will be construed and the legal relations between the parties will be determined in accordance with the French laws and all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial

Court of Paris; 4) Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe, this Agreement will be governed by English Law and disputes relating to it will be submitted to the exclusive jurisdiction of the English courts; and 5) in Greece, Israel, Italy, Portugal, and Spain any legal claim arising out of this Statement will be brought before, and finally settled by, the competent court of Athens, Tel Aviv, Milan, Lisbon, and Madrid, respectively.

**THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:**

**AUSTRIA AND GERMANY**

**The IBM Warranty for Machines:** *The following replaces the first sentence of the first paragraph of this Section:* The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

*The following paragraphs are added to this Section:*

The minimum warranty period for Machines is six months. In case IBM or your reseller is unable to repair an IBM Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

**Extent of Warranty:** *The second paragraph does not apply.*

**Warranty Service:** *The following is added to this Section:* During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM's expense.

**Limitation of Liability:** *The following paragraph is added to this Section:* The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by IBM with fraud or gross negligence and for express warranty.

*The following sentence is added to the end of item 2:* IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

**EGYPT**

**Limitation of Liability:** *The following replaces item 2 in this Section:* as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim. For purposes of this item, the term 『Machine』 includes Machine Code and Licensed Internal Code.

*Applicability of suppliers and resellers (unchanged).*

**FRANCE**

**Limitation of Liability:** *The following replaces the second sentence of the first paragraph of this Section:* In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than: *(items 1 and 2 unchanged).*

**IRELAND**

**Extent of Warranty:** *The following is added to this Section:* Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

**Limitation of Liability:** *The following replaces items one and two of the first paragraph of this Section:* 1. death or personal injury or physical damage to your real property solely caused by IBM's negligence; and 2. the amount of any other actual direct damages, up to 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim.

*Applicability of suppliers and resellers (unchanged).*

*The following paragraph is added at the end of this Section:* IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default shall be limited to damages.

## ITALY

**Limitation of Liability:** *The following replaces the second sentence in the first paragraph:* In each such instance unless otherwise provided by mandatory law, IBM is liable for no more than: 1. *(unchanged)* 2. as to any other actual damage arising in all situations involving nonperformance by IBM pursuant to, or in any way related to the subject matter of this Statement of Warranty, IBM's liability, will be limited to the total amount you paid for the Machine that is the subject of the claim. *Applicability of suppliers and resellers (unchanged).*

*The following replaces the third paragraph of this Section:* Unless otherwise provided by mandatory law, IBM and your reseller are not liable for any of the following: *(items 1 and 2 unchanged)* 3) indirect damages, even if IBM or your reseller is informed of their possibility.

## SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

**Limitation of Liability:** *The following is added to this Section:* IBM's entire liability to you for actual damages arising in all situations involving nonperformance by IBM in respect of the subject matter of this Statement of Warranty will be limited to the charge paid by you for the individual Machine that is the subject of your claim from IBM.

## UNITED KINGDOM

**Limitation of Liability:** *The following replaces items 1 and 2 of the first paragraph of this Section:*

1. death or personal injury or physical damage to your real property solely caused by IBM's negligence;
2. the amount of any other actual direct damages or loss, up to 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim;

*The following item is added to this paragraph: 3. breach of IBM's obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.*

*Applicability of suppliers and resellers (unchanged).*

*The following is added to the end of this Section: IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default shall be limited to damages.*





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## 附錄 B. Notices

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## Electronic Emissions Notices

IBM 128 MB USB 2.0 Memory Key

### Federal Communications Commission (FCC) statement

**Note:** This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:


- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult an IBM authorized dealer or service representative for help.

Properly shielded and grounded cables and connectors must be used in order to meet FCC emission limits. Proper cables and connectors are available from IBM authorized dealers. IBM is not responsible for any radio or television interference caused by using other than recommended cables and connectors or by unauthorized changes or modifications to this equipment. Unauthorized changes or modifications could void the user's authority to operate the equipment.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Responsible party:

International Business Machines Corporation  
New Orchard Road  
Armonk, NY 10504  
Telephone: 1-919-543-2193

 Tested To Comply  
With FCC Standards  
FOR HOME OR OFFICE USE

### Industry Canada Class B emission compliance statement

This Class B digital apparatus complies with Canadian ICES-003.

### **Avis de conformité a la réglementation d'Industrie Canada**

Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

### **Deutsche EMV-Direktive (electromagnetische Verträglichkeit)**

Zulassungsbeseinigunglaut dem Deutschen Gesetz über die elektromagnetische Verträglichkeit von Geräten (EMVG) vom 30. August 1995 (bzw. der EMC EG Richtlinie 89/336):

Dieses Gerät ist berechtigt in Übereinstimmungmit dem Deutschen EMVG das EG-Konformitätszeichen - CE - zu führen. Verantwortlich für die Konformitätserklärung nach Paragraph 5 des EMVG ist die:

IBM Deutschland Informationssysteme GmbH, 70548 Stuttgart.

Informationen in Hinsicht EMVG Paragraph 3 Abs. (2) 2:

Das Gerät erfüllt die Schutzanforderungen nach EN 50082-1 und EN 55022 Klasse B.
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EN 50082-1 Hinweis:

『Wird dieses Gerät in einer industriellen Umgebung betrieben (wie in EN 50082-2 festgelegt), dann kann es dabei eventuell gestört werden. In solch einem FA11 ist der Abstand bzw. die Abschirmungzu der industriellen Störquelle zu vergrößern.』

Anmerkung:

Um die Einhaltung des EMVG sicherzustellen sind die Geräte, wie in den IBM Handbüchern angegeben, zu installieren und zu betreiben.

### **European Union - emission directive**

This product is in conformity with the protection requirements of EU Council Directive 89/366/ECC on the approximation of the laws of the Member States relating to electromagnetic compatibility.

IBM can not accept responsibility for any failure to satisfy the protection requirements resulting from a non-recommended modification of the product, including the fitting of non-IBM option cards.

This product has been tested and found to comply with the limits for Class B Information Technology Equipment according to European Standard EN 55022. The limits for Class B equipment were derived for typical residential environments to provide reasonable protection against interference with licensed communication devices.

### **Union Européenne - Directive Conformité électromagnétique**

Ce produit est conforme aux exigences de protection de la Directive 89/336/EEC du Conseil de l'UE sur le rapprochement des lois des États membres en matière de compatibilité électromagnétique.

IBM ne peut accepter aucune responsabilité pour le manquement aux exigences de protection résultant d'une modification non recommandée du produit, y compris l'installation de cartes autres que les cartes IBM.

Ce produit a été testé et il satisfait les conditions de l'équipement informatique de Classe B en vertu de Standard européen EN 55022. Les conditions pour l'équipement de Classe B ont été définies en fonction d'un contexte résidentiel ordinaire afin de fournir une protection raisonnable contre l'interférence d'appareils de communication autorisés.

### **Unione Europea - Directiva EMC (Conformidad electromagnética)**

Este producto satisface los requisitos de protección del Consejo de la UE, Directiva 89/336/CEE en lo que a la legislación de los Estados Miembros sobre compatibilidad electromagnética se refiere.

IBM no puede aceptar responsabilidad alguna si este producto deja de satisfacer dichos requisitos de protección como resultado de una modificación no recomendada del producto, incluyendo el ajuste de tarjetas de opción que no sean IBM.

Este producto ha sido probado y satisface los límites para Equipos Informáticos Clase B de conformidad con el Estándar Europeo EN 55022. Los límites para los equipos de Clase B se han establecido para entornos residenciales típicos a fin de proporcionar una protección razonable contra las interferencias con dispositivos de comunicación licenciados.

### **Union Europea - Normativa EMC**

Questo prodotto è conforme alle normative di protezione ai sensi della Direttiva del Consiglio dell'Unione Europea 89/336/CEE sull'armonizzazione legislativa degli stati membri in materia di compatibilità elettromagnetica.

IBM non accetta responsabilità alcuna per la mancata conformità alle normative di protezione dovuta a modifiche non consigliate al prodotto, compresa l'installazione di schede e componenti di marca diversa da IBM.

Le prove effettuate sul presente prodotto hanno accertato che esso rientra nei limiti stabiliti per le apparecchiature di informatica Classe B ai sensi della Norma Europea EN 55022. I limiti delle apparecchiature della Classe B sono stati stabiliti al fine di fornire ragionevole protezione da interferenze mediante dispositivi di comunicazione in concessione in ambienti residenziali tipici.

이 기기는 가정용으로 전자파 적합등록을 한 기기로서

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