

Exclusion of warranty

- For example, “no refund!”
- THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
- Art. 584: Seller may not exclude:
 - Liability arising from facts knowingly withheld by the seller
 - Liability arising from acts deliberately done by the seller
- Also see Act for the Regulation of Consumer Contracts, Art 7
 1. 商家，在提供商品或服务时，不得以格式条款、通知、声明、告示等方式作出对消费者不公平、不合理的规定，或者减轻、免除其损害消费者合法权益应当承担的民事责任。
 2. 格式条款是指当事人为了重复使用而预先拟定，并在订立合同时未与对方协商的条款。
 3. 提供格式条款的一方应当遵循公平原则确定当事人之间的权利和义务，并采取合理的方式提请对方注意免除或者限制其责任的条款，按照对方的要求，对该类条款予以说明。
 4. 格式条款符合下列情形之一的，人民法院可以认定为无效：（一）具有本法第五十四条规定的无效情形的；（二）提供格式条款一方免除其责任、加重对方责任、排除对方主要权利的。