

**WGSN**  
**Terms of Business**  
**商业条款**

## GENERAL TERMS

### 一般条款

#### 1 Contract Formation

- 1.1 The terms on which we will provide Services and/or Deliverables to you are captured in writing on an Order Form.
- 1.2 Whichever is earlier of you signing an Order Form, completing an online registration form and clicking “accept” or similar assent where applicable, is your offer to purchase the Services and/or Deliverables from us on these Terms (an “Offer”). Our signing of an Order Form, sending of a confirmation email or supplying Services and/or Deliverables (which includes any necessary preparatory work) to you in accordance with the Order Form is acceptance of your Offer (“Acceptance”) and creates a binding contract consisting of the Order Form and these Terms (the “Contract”).
- 1.3 No other terms and conditions, (including, without limitation, your own terms, the pre-printed terms on the back of any PO, or those implied), will apply to this Contract unless we have agreed in writing.
- 1.4 You and we may in future agree terms on which we will provide additional Services and/or Deliverables to you. We will capture any such terms in an additional order form. We may agree that the General Provisions of these Terms will apply to the contract created pursuant to such additional order form.

#### 1 合同订立

- 1.1 我们向您提供服务和/或交付成果的条款以书面形式记录在订单上。
- 1.2 您签署订单，填写在线注册表格并单击“接受”或类似的同意（若适用），以较早者为准，是您根据这些条款向我们购买服务和/或交付成果的要约（“要约”）。我们签署订单，发送确认电子邮件或向您提供服务或/或交付成果（包括任何必要的准备工作）即为接受您的要约（“接受”）并订立包括订单和本商业条款的合同（“合同”）。
- 1.3 除非我们书面同意，否则其他条款和条件（包括但不限于您自己的条款，订单背面的预打印条款或默示条款）均不适用于本合同。
- 1.4 您和我们将来可能会达成向您提供额外服务和/或交付成果的条款。我们将在额外订单中规定所有此类条款。我们可同意，本商业条款的一般规定适用于根据此类额外订单订立的合同。

#### 2 Term and Termination

- 2.1 A Contract starts on the Start Date specified in the Order Form (the “**Start Date**”) and will continue until the earlier of:
  - 2.1.1 the specific end date included in the Order Form (if any);
  - 2.1.2 termination by notice in accordance with any specific provisions of the Order Form (if any); or
  - 2.1.3 termination in accordance with these Terms.
- 2.2 Neither party is entitled to terminate, delay, suspend or vary a Contract other than in accordance with these Terms.
- 2.3 A party may immediately terminate a Contract by giving the other party written notice if the other party materially or repeatedly breaches the terms of that Contract, and, (where the breach(es) are capable of remedy),

fails to remedy such breach(es) within 30 days of receiving written notice requesting remedy of the breach(es).

2.4 A party may immediately terminate a Contract if the other party is subject to an Insolvency Event.

## 2 期限和终止

2.1 合同从订单规定的开始日期（“**开始日期**”）开始，并将一直持续到以下日期中的较早日期：

2.1.1 订单中规定的终止日期（若有）；

2.1.2 根据订单的规定（若有）通过通知终止；或

2.1.3 根据本商业条款终止。

2.2 双方须遵守本商业条款终止、延迟、中止或更改合同。

2.3 若另一方严重或反复违反合同条款，并且若违约行为能够补救却在收到要求纠正违规行为的书面通知后的 30 天内未能补救，则一方可以书面通知另一方立即终止合同。

2.4 若另一方发生破产事件，则一方可以立即终止合同。

## 3 Our warranties

3.1 We warrant that:

3.1.1 we will use reasonable skill and care in providing the Services and Deliverables;

3.1.2 the Services and Deliverables will conform to any applicable industry standard;

3.1.3 the Services and Deliverables will comply with any applicable law;

3.1.4 we will meet or exceed any service levels in the Order Form; and

3.1.5 the Services and Deliverables will conform with any specification in the Order Form (a “**Specification**”).

## 3 保证

3.1 我们保证：

3.1.1 我们将以应有的技巧和谨慎提供服务 and 交付成果；

3.1.2 服务和交付成果将符合适用的行业标准；

3.1.3 服务和交付成果将遵守适用的法律；

3.1.4 我们将达到或超过订单中的服务水平；和

3.1.5 服务和交付成果将符合订单中的规范（“**规范**”）。

## 4 Fees and Payment

4.1 Unless otherwise agreed in writing as part of a Contract, we may invoice you for Services and Deliverables in full and in advance.

4.2 You must pay each undisputed invoice:

4.2.1 by the date agreed in the Contract; or

4.2.2 if no such date has been agreed, within 30 days of the date of the invoice.

- 4.3 You are not entitled to set-off any amount we owe you against any amount you owe us.
- 4.4 A party may charge the other interest on any late payments. Interest accrues each day from the original due date for payment until the actual date the overdue amount is paid at a rate equal to the lesser of 1.0% per month and maximum rate permitted by applicable law.
- 4.5 You must reimburse us for any reasonable costs and expenses we incur in recovering any late payments from you. On your written request we will provide evidence of such costs and/or expenses.
- 4.6 We may suspend the provision of any Services or access to any Deliverables if you owe us anything, from 14 days of the date the debt became overdue.
- 4.7 On termination of a Contract anything you owe us in relation to the Contract will become due immediately. We may recover from you any costs we incur in collecting overdue monies from you.
- 4.8 Amounts payable by you in relation to a Contract are exclusive of VAT, sales, use and any similar taxes unless expressly agreed in writing as part of the Contract. If you do not pay such taxes you will be responsible for their payment to relevant authorities. We reserve the right to collect taxes and our reasonable costs of collection from you at any time, except with respect to any taxes based on our net income. In certain jurisdictions, we may be required to collect and remit sales tax in connection with your purchase of Services and Deliverables. Any such taxes will be added to the fees and reflected on your invoice.
- 4.9 Following the first anniversary of the Start Date, but not more than once in each year of a Contract, we may automatically increase any fees by an amount not exceeding the lower of (i) the percentage increase in the Applicable Price Index in the preceding year plus 5% and (ii) the maximum amount permitted by law.

## 4 费用与付款

- 4.1 除非在合同中另有书面约定，否则我们可提前向您开具服务和交付成果的全额付款通知。
- 4.2 若付款通知无争议，您须在下列日期前支付：
  - 4.2.1 在合同约定的日期之前；或
  - 4.2.2 若未约定该日期，则在付款通知日期后的 30 天内。
- 4.3 您无权将我们欠您的任何款项与您欠我们的任何款项相抵。
- 4.4 一方可以就任何逾期付款收取利息。从最初的还款日期到实际付款日期，每天都有利息产生，按每月 1.0% 的利率和适用法律允许的最高利率中的较小者，支付逾期款项。
- 4.5 您必须偿还我们在追回您的滞纳金中所产生的合理费用。我们将根据您的书面要求提供此类费用凭证。
- 4.6 我们可从您的债务逾期之日起 14 天后中止提供服务或交付成果。
- 4.7 合同终止时，您欠我们的合同欠款将立即到期。您应支付我们向您收取逾期款项而产生的任何费用。
- 4.8 您应支付的合同金额不包括增值税、销售、使用和类似的税费，除非作为合同的一部分明确书面同意。若您未缴纳此类税款，则您有责任向有关当局付款。我们保留随时向您收取税款和合理收取费用的权利，但基于我们的净收入的税款除外。在某些司法管辖区，我们可能会被要求就您购买服务和交付成果收取并缴纳销售税。此类税款都会添加到费用中，并包含在您的付款通知中。
- 4.9 在开始日期一年之后（合同每年不得超过一次），我们可自动将费用增加以下较低项：（i）上一年价格指数的百分比增长加 5%，以及（ii）法律允许的最高金额。

## 5 Incorporation of Website Terms

Where you access Services or Deliverables via our website(s), your access (and use) will be governed by these

terms in conjunction with the terms of use of that website (“**Website Terms**”). In the event of any conflict between these Terms and the Website Terms, these Terms will prevail and apply.

## 5 网站条款

若您通过我们的网站获得服务或交付成果，则您的访问（和使用）将受本商业条款以及网站的使用条款（“**网站条款**”）的约束。若本商业条款与网站条款之间存在不一致，则以本商业条款为准。

## 6 Intellectual property

- 6.1 All Intellectual Property Rights in anything we supply are our property or the property of our third party licensors, and will not transfer to you by Contract.
- 6.2 We grant you a non-transferable, non-exclusive, non-assignable, revocable, world-wide, royalty free limited license, without the right of sub-license, to access and use the Services and Deliverables for your own internal purposes during the term of the Contract.
- 6.3 Any rights not expressly granted herein are reserved by us. To the extent that you acquire any right, title, or interest in or to any Ascential Property (other than with respect to such limited license), you hereby assign and convey all such right, title and interest therein to us.
- 6.4 We acknowledge that the Customer Materials are your property and that you own all Intellectual Property Rights in and to the same.
- 6.5 You agree that we (including our Affiliates) may freely use any data (including the Customer Materials and any data on your websites) which we learn, acquire or obtain in connection with the performance of a Contract to improve the quality of our services and deliverables.
- 6.6 We indemnify you against any loss, damages or reasonable costs you incur in connection with claims, demands, suits, or proceedings made or brought against you by a third party claiming that the Deliverables infringe the Intellectual Property Rights of a third party (a "Claim"); provided, however, that we will not have any liability to indemnify you for a Claim to the extent the alleged infringement arises from: (i) changes to the Deliverables made at your specific written direction; (ii) your failure to use new or corrected versions of the Deliverables provided by us where you are notified that use of such new or corrected version is necessary to avoid infringement; (iii) the modification of the Deliverables by you or any third-party on your behalf other than as expressly contemplated by the Contract without our written consent; or, (iv) combination of the Deliverables with systems, materials or software other than as contemplated by the Contract.
- 6.7 You must:
  - 6.7.1 immediately give us written notice of a Claim (provided that your failure to so notify will not relieve us of our indemnification obligations hereunder except, and only to the extent, that we are prejudiced thereby);
  - 6.7.2 give us full control of the defense and settlement of the Claim (provided that (a) you may participate in the defense at your own expense and (b) we may not settle or defend any Claim unless we unconditionally release you from all liability in relation to that Claim); and
  - 6.7.3 provide us with all reasonable assistance in relation to the Claim at our expense.
- 6.8 If we believe that a Claim could prevent you from receiving or using all or any part of the relevant Services or Deliverables, we may:
  - 6.8.1 procure the right for you to make continued use of the relevant Services and Deliverables;
  - 6.8.2 replace or modify the Deliverables so that they become non-infringing, as the case may be; or
  - 6.8.3 terminate the relevant Deliverables immediately on written notice to you, and refund to you any pre-

payment in relation to such cancelled Deliverables.

- 6.9 You indemnify us against any loss, damage or reasonable costs we incur in connection with claims made or brought against us by a third party alleging that any Customer Materials infringe the Intellectual Property Rights of the third party. We must:
- 6.9.1 promptly give you written notice of the claim (provided, that our failure to so notify will not relieve you of your indemnification obligations hereunder except, and only to the extent, that you are prejudiced thereby);
  - 6.9.2 give you full control of the defense and settlement of the claim (provided that (a) we may participate in the defense at our own expense and (b) you may not settle or defend the claim unless you unconditionally release us from all liability in relation to the claim); and
  - 6.9.3 provide you with all reasonable assistance in relation to the claim at your expense.

## 6 知识产权

- 6.1 我们提供的产品中的所有知识产权均为我们的财产或第三方许可方的财产，不会通过合同转让给您。
- 6.2 我们授予您的许可为非专属、不可转让、可撤销、全球范围、免版税、有限的，没有进行次级许可的权利，在合同有效期间您可内部访问和使用服务和交付成果。
- 6.3 我们保留此处未明确授予的任何权利。若您获得 Ascential 产权的任何权利、所有权或利益（有关有限许可的除外），您特此将所有此类权利、所有权和利益转让给我们。
- 6.4 我们确认客户资料是您的财产，您拥有其知识产权。
- 6.5 您同意我们（包括我们的关联公司）可自由地使用我们从履行合同中学习或获得的任何数据（包括客户资料和您的网站数据），以改善我们的服务和交付品的质量。
- 6.6 若第三方声称交付成果侵犯了第三方的知识产权而引起索赔、要求或诉讼（“索赔”），您蒙受的任何损失、损害或合理费用，我们向您提供赔偿；但被指控的侵权行为源于以下情况时，我们不承担赔偿您的责任：（i）按照您的书面指示对交付成果进行更改；（ii）在通知您必须使用新版本或更正版本以避免侵权后，您未使用我们提供的新版本或更正版的交付成果；（iii）未经我们书面同意，您或代表您的第三方修改交付成果；或（iv）交付成果与合同以外的系统、资料或软件组合。
- 6.7 您须：
- 6.7.1 立即向我们发出索赔的书面通知（您未通知不会免除我们在此承担的赔偿义务，我们因此而受到损害的除外）；
  - 6.7.2 同意我们有权完全控制索赔的抗辩和解决（（a）您可自费参加抗辩（b）我们不得订立索赔和解，除非和解无条件免除您有关索赔的所有责任）；和
  - 6.7.3 向我们提供与索赔有关的所有合理协助，费用由我们承担。
- 6.8 若我们认为索赔可能阻止您接收或使用全部或任何部分相关服务或交付成果，则我们会：
- 6.8.1 为您取得继续使用相关服务和交付成果的权利；
  - 6.8.2 替换或修改交付成果，使它们不再侵权（视情况而定）；或
  - 6.8.3 在书面通知您后立即终止相关的交付成果，并将与已取消的交付成果有关的任何预付款退还给您。
- 6.9 若第三方指控任何客户材料侵犯了第三方的知识产权，而对我们提出索赔，使我们蒙受任何损失、损害或合理费用，您应向我们作出赔偿。我们须：
- 6.9.1 立即向您发出索赔通知书（我们未如此通知不会免除您在此承担的赔偿义务，您因此而受到损害

的除外)；

6.9.2 同意您有权完全控制索赔的辩护和解决（(a) 我们可自费参加辩护 (b) 您不得订立索赔和解，除非和解无条件地免除我们有关索赔的所有责任）；和

6.9.3 为您提供与索赔有关的所有合理协助，费用由您承担。

## **7 Delivery and your obligation to enable our performance**

7.1 You must provide us with such:

7.1.1 access to premises and facilities; and

7.1.2 information, instructions and materials

as we require from time to time to enable us to perform a Contract.

7.2 You agree that to the extent that you cause failure or delay to our performance of any obligation under a Contract, we will not be in breach, nor liable to you for any related loss.

## **7 提供信息和您提高我们绩效的义务**

7.1 您须向我们提供以下我们不时要求的信息：

7.1.1 设备的进入权；和

7.1.2 信息、说明和资料

以协助我们履行合同。

7.2 您同意，若您导致我们未能履行或延迟履行合同项下的任何义务，则我们未违反合同，也不会对您承担任何相关损失的责任。

## **8 Insurance**

Each party must hold sufficient insurance to cover its potential liabilities under the Contract. This includes (without limitation) any insurance required by applicable law or specified on the Order Form.

## **8 保险**

各方必须持有足够的保险，以承担其根据合同可能承担的责任。这包括（但不限于）适用法律要求或订单中规定的任何保险。

## **9 Compliance with applicable laws including those relating to data privacy**

Both parties must comply with all applicable laws in connection with the provision and use of the Services and Deliverables, including but not limited to those related to data privacy and personal data.

## **9 遵守适用法律，包括与数据隐私有关的法律**

双方必须遵守与服务 and 交付成果的提供和使用有关的所有适用法律，包括但不限于与数据隐私和个人数据有关的法律。

## 10 Anti-Bribery and Sanctions

### 10.1 Each party warrants that it will:

- 10.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;
- 10.1.2 put in place, comply with and maintain codes of conduct and anti-bribery and anti-corruption policies as are appropriate to meet its statutory responsibilities in this regard; and
- 10.1.3 promptly notify the other party of any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with a Contract.

10.2 We are part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot receive consideration from individuals or organizations based or residing in, or connected with, a country or organization which is subject to EU or US Government sanctions. We may refuse to accept an Offer from or provide Services and Deliverables to any such person or organization for any reason.

10.3 Breach by either party of these Anti-Bribery and Sanctions provisions will be a material breach of a Contract.

## 10 反贿赂和制裁

### 10.1 各方保证将:

- 10.1.1 遵守与反贿赂和反腐败有关的所有适用法律、法规和规定;
- 10.1.2 制定、遵守并维护适当的行为准则以及反贿赂和反腐败政策, 以履行在这方面的法定责任; 和
- 10.1.3 您或您的代表收到与合同有关的不正当财务或其他利益的请求或要求时立即通知另一方。

10.2 我们隶属于公司集团, 集团保证合法贸易并遵守所有适用法律, 包括欧盟和美国政府实施的贸易制裁。我们实行集团制裁政策, 这意味着我们无法从受欧盟或美国政府制裁的国家或机构的所在地或与之建立联系的个人或机构获得考虑。我们可能出于任何原因拒绝接受任何此类个人或机构的要约或向此类个人或机构提供服务 and 交付成果。

10.3 任何一方违反这些反贿赂和制裁的规定将构成对合同的重大违反。

## 11 Consequences of Termination

11.1 Termination of a Contract by either party will not affect the operation of any other Contract between the parties.

11.2 Termination or expiration of a Contract, or any part thereof, will not affect the continuance in force of any provision of the Contract or the relevant constituent part which is expressly or by implication intended to survive termination.

## 11 终止的后果

11.1 任何一方终止合同均不会影响双方之间任何其他合同的执行。

11.2 合同或其任何部分的终止或期满, 不会影响该合同或某一部分的明示或暗示终止后继续有效的条款的效力。

## 12 Liability

- 12.1 Nothing in a Contract will operate to exclude or limit a party's liability for death or personal bodily injury caused by its or its employees or subcontractors' negligence, or for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law or for any breach by you of the usage restrictions in any Module.
- 12.2 Subject to the foregoing:
- 12.2.1 **neither party will be liable to the other arising out of or in connection with a Contract for any of the following types of losses, damages, or expenses of any kind arising out of or in connection with that Contract;**
- (a) **consequential;**
  - (b) **indirect;**
  - (c) **special;**
  - (d) **lost profits; \***
  - (e) **lost revenue\*;**
  - (f) **lost sales\*;**
  - (g) **anticipated savings; and**
  - (h) **losses, damages, or expenses arising from loss of data;**
- \*Excludes the fees for Services agreed upon in an Order Form**
- 12.2.2 **except for any liability under any indemnity in clause 6 in relation to intellectual property, each party's total aggregate liability to the other arising out of or in connection with a Contract will be limited to two times the amount paid and payable pursuant to the Contract; and**
- 12.2.3 **neither party will have any liability to the other party for any failure or delay in performing an obligation under a Contract because of any event beyond that party's or its subcontractors' reasonable control.**
- 12.3 You are not entitled to rely on the exclusions of liability in this clause to relieve you from liability to pay monies payable to us.
- 12.4 Each party acknowledges that in entering into a Contract it has not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in the Contract.

## 12 责任

- 12.1 合同中的任何内容均不免除或限制一方因其员工或分包商的疏忽或欺诈性陈述而造成的死亡或人身伤害的责任，或法律规定不得免除或限制的任何其他责任，或您违反任何模块条款中的使用限制的责任。
- 12.2 在上述条款的规限下：
- 12.2.1 任何一方均不对另一方承担由合同引起或与合同有关的以下任何类型的损失、损害或费用；
- (a) 衍生性的；
  - (b) 间接性的；
  - (c) 特殊性的；
  - (d) 损失的利润； \*
  - (e) 损失的收入； \*



- (f) 损失的销售； \*
- (g) 预期节省； 和
- (h) 数据丢失引起的损失、损害或费用；

\*不包括订单中规定的服务费

12.2.2 除因第 6 条规定的与知识产权有关的赔偿责任外，一方对另一方因合同引起或与合同相关的总赔偿责任将被不超过根据合同已付和应付款项的两倍； 和

12.2.3 一方由于任何超出其或其分包商的合理控制范围的事件而未能履行或延迟履行合同义务时，均不对另一方承担任何责任。

12.3 您无权依靠本条款中的责任免除来解除您对我们支付款项的责任。

12.4 各方均确认，在订立合同时，除了在合同中明示的以外，不依据任何人的任何声明、确认、保证、承诺或担保（无论是疏忽还是无意做出），也不享有其法律救济。

## 13 Confidentiality and Data Protection

13.1 Each party will ensure that it:

13.1.1 keeps the Confidential Information confidential and does not disclose it to any third party; and

13.1.2 only uses Confidential Information in relation to the Contract,  
unless otherwise permitted by these Terms.

13.2 The commitments in clause 13.1 above do not apply to any Confidential Information which was:

13.2.1 publicly available before the Start Date or subsequently becomes publicly available through no failure to comply with the Contract;

13.2.2 already known to a party or is subsequently legitimately disclosed to a party by a third party without legal restriction; or

13.2.3 developed independently by a party without use of or reliance on the Confidential Information received under the Contract.

13.3 A party may disclose the Confidential Information:

13.3.1 to its Affiliates, agents, contractors and suppliers, provided that: (a) those third parties have entered into non-disclosure agreements no less onerous than as set out in these Terms; and (b) the party disclosing Confidential Information to those third parties ensures and is liable for their compliance with these Terms; and

13.3.2 where and to the extent required by applicable law, provided prompt written notice of that requirement is given to the original discloser (where such notice is lawful).

13.4 All Confidential Information disclosed by a party or its Affiliates remains the property of the discloser. Each party must return or, if clearly instructed by the other party, destroy that received Confidential Information remaining in its or its Affiliates' possession or control, within thirty (30) days of written request from the other party. Confidential Information may be retained to the limited extent required as part of securely-held confidential records to be used only to determine and/or comply with legal obligations (including secure electronic backups of these records, which may only be used to replace the permitted records if lost or corrupted).

13.5 Both parties will comply with all the obligations imposed on an independent Data Controllers under the UK Data Protection Legislation, including prompt notification of any potential or actual breach of these obligations. Both parties will always use appropriate technical and organisational measures to protect any of the other party's

Personal Data that is held as part of the Services against loss or unauthorised use or access. Capitalised terms used in this clause 13.5 have the meanings given in the UK Data Protection Legislation in force at the time.

## 13 保密性和数据保护

### 13.1 各方应确保：

13.1.1 对保密信息保密，不将其透露给任何第三方；和

13.1.2 仅在合同下使用保密信息，除非本商业条款另有允许。

### 13.2 上文第 13.1 条中的规定**不适用于**以下保密信息：

13.2.1 在开始日期之前公开可用的，或者随后在不违反合同的情况下公开可用的保密信息；

13.2.2 一方已经知道或由第三方合法披露给一方而没有法律限制的保密信息；或

13.2.3 由一方独立开发，未使用或依据合同中的保密信息的保密信息。

### 13.3 一方可以如下披露保密信息：

13.3.1 向其关联公司、代理商、承包商和供应商披露，但前提是：（a）这些第三方已经签订了不少于本条款中规定的保密协议；（b）向这些第三方披露保密信息的一方保证第三方遵守这些条款并承担责任；和

13.3.2 按法律要求披露，及时书面通知原披露人此要求（该通知合法）。

13.4 一方或其关联公司披露的所有保密信息均为披露者的财产。一方必须在另一方提出书面请求的三十（30）天内退还或（若得到另一方的明确指示）销毁其或其关联公司所收到的保密信息。保密信息可能会作为安全保存的保密记录的一部分，在有限的范围内保留，仅用于确定和/或遵守法律义务（包括这些记录的安全电子备份，仅用于若记录丢失或损坏，替换许可记录）。

13.5 双方将遵守英国数据保护法对**独立数据控制人**规定的所有义务，包括及时通知任何可能或实际违反这些义务的情况。双方将始终使用适当的技术和措施保护为服务而保存的另一方个人数据，以防止丢失或未经授权的使用或访问。第 13.5 条中使用的粗体术语与现时有效的英国数据保护法中规定的含义相同。

## 14 Boilerplate

14.1 The terms and provisions of this Contract are intended solely for the benefit of each party hereto and **their** respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

14.2 The documents comprising the Contract (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between the parties relating to the subject matter of the Contract and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of the Contract.

14.3 In the event of conflict or inconsistency between the Order Form, the Module Terms and the General Terms, and between any of the foregoing and a document referred to in the Contract, documents will take precedence in the order listed above.

14.4 You represent and warrant that the person executing this Contract has the authority to bind you to the terms hereof. You will require any employee, contractor or agent who accesses the Services or Deliverables to adhere to the relevant terms of the Contract.

14.5 Notices required under Contract will be sent by email to the relevant party's address on the Order Form or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission.

- 14.6 The parties acknowledge and agree that our communication may be electronic, and that any communications sent electronically comply with any legal or contractual requirement that such communication be made in writing.
- 14.7 We may assign, sub-license or otherwise transfer to any Affiliate the benefit of any of its rights under the Contract if we give you reasonable prior written notice. We may sub-contract our performance of any obligation under a Contract to any of our Affiliates without notice. This will not affect our performance obligations, nor liability to you in relation to the Contract. We will be responsible for any violation of our obligations hereunder by any such sub-contractor. Otherwise, neither party may assign, sub-license, subcontract or otherwise transfer to any third party any of its rights or obligations under the Contract without the other party's prior written consent.
- 14.8 If any provision of the Contract is held to be invalid or unenforceable, that portion will be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remainder of the Contract will remain valid and enforceable.
- 14.9 Any translations of the Contract from English are provided merely for convenience and will not be legally binding. In the event of any conflict between the English language version and any translations, the English version will prevail.
- 14.10 Where these Terms use the words 'include' and 'including', these are illustrative and not limiting.
- 14.11 The Contract will not create, nor will it be construed as creating, any partnership or agency relationship between the parties.
- 14.12 Each party will comply with all applicable laws and government regulations which apply to a Contract.
- 14.13 Nothing in a Contract will require either party to do or omit to do anything which would contravene any applicable laws or government regulations.

## **14 通用条款**

- 14.1 本合同的条款和规定仅为合同双方及其各自的继承人和受让人的利益，双方不得意图授予其他人第三方受益权。
- 14.2 构成合同的文件（连同其引用的或需要订立的任何文件）包含双方之间与合同有关的完整协议和谅解，并取代所有先前的协议、谅解或安排（书面和口头）。
- 14.3 若订单、模块条款和一般条款之间存在不一致，前述条款中的任何一项与合同中引用的文件之间存在不一致，则以上述顺序最先者为准。
- 14.4 您承诺并保证执行本合同的人有权使您遵守本协议的条款。您将要求访问服务或交付成果的员工、承包商或代理商遵守合同的相关条款。
- 14.5 合同要求的通知将通过电子邮件发送至订单上相关方的地址，或发送至为此目的另行书面约定的地址。通过电子邮件发出的通知自发送三个小时后生效。
- 14.6 双方确认并同意，通讯可以是电子形式，并且以电子方式发送的任何通讯均应符合以书面形式进行通讯的法律或合同规定。
- 14.7 若我们给您合理的事先书面通知，我们可将合同中的权益转让、再许可或以其他方式转移给关联公司。我们可将合同项下的义务分包给我们的关联公司，恕不另行通知。这不会影响我们履约义务，也不会影响合同项下对您承担的责任。我们将对此类分包商违反我们的义务的行为负责。除此以外，任何一方都不得在未经另一方事先书面同意的情况下，将其在合同中的任何权利或义务转让、分许可、分包或以其他方式转移给任何第三方。
- 14.8 若合同的任何条款被认定为无效或无法执行，则将以与适用法律一致的方式解释该条款，以尽可能地反

映当事方的初衷，而合同的其他条款仍为有效和可执行。

- 14.9 合同的英文版本的所有翻译版本仅为便利而提供，不具有法律约束力。若英语版本和翻译版本之间存在任何不一致，则以英语版本为准。
- 14.10 若本商业条款使用“包括”一词，仅为说明，而非限制。
- 14.11 合同不会在双方之间建立，也不会被解释为正在建立，任何合伙关系或代理关系。
- 14.12 各方均应遵守合同有关的所有适用法律和政府法规。
- 14.13 合同中的任何内容均不得要求一方做出导致违反任何适用法律或政府法规的作为或不作为。

## 15 Law and Jurisdiction; Waiver of Jury Trial

- 15.1 Where the Ascential contracting entity (as identified on the relevant Order Form) is a member of Ascential Europe – APAC, unless otherwise set out in clause 15.3 of these Terms below;
  - 15.1.1 the Contract will be governed by and construed with the laws of England and Wales; and
  - 15.1.2 the courts of England and Wales will be the exclusive venue for all disputes between the parties arising out of or in connection with this Contract and the parties hereby submit to the personal jurisdiction of, and waive any objections to venue in, such courts.
- 15.2 Where the Ascential contracting entity (as identified on the relevant Order Form) is a member of Ascential Americas;
  - 15.2.1 the Contract will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules;
  - 15.2.2 the state and federal courts located in the City of New York, Borough of Manhattan, New York, will be the exclusive venue for any and all disputes between the parties arising out of or in connection with the Contract and the parties hereby submit to the personal jurisdiction of, and waive any objections to venue in, such courts; and
  - 15.2.3 **EACH PARTY HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY DISPUTE, ACTION, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT TO THE MAXIMUM EXTENT PERMITTED BY LAW.**
- 15.3 Where the Ascential contracting entity (as identified on the relevant Order Form) is registered in the People’s Republic of China and you are registered in the People’s Republic of China;
  - 15.3.1 the Contract will be governed by the laws of the People’s Republic of China; and
  - 15.3.2 any dispute arising out of or relating the Contract shall be referred to, and finally settled by, arbitration in Shanghai International Economic and Trade Arbitration Commission.
- 15.4 This choice of law and jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of Intellectual Property Rights.

## 15 法律和管辖权；放弃陪审团审理

- 15.1 若 Ascential 订约实体（在相关订单上注明）为 Ascential Europe 成员，除非本条款的第 15.3 条另有规定；
  - 15.1.1 合同将受英格兰和威尔士法律管辖并据其解释；和
  - 15.1.2 英格兰和威尔士法院将作为双方之间因本合同引起的或与之相关的所有争议的专属法庭，双方服从法院的专属管辖并放弃因法院地点不便而引起的任何异议。

- 15.2 若 Ascential 订约实体（在相关的订单上注明）为 Ascential Americas 成员；
- 15.2.1 合同将受纽约州法律管辖并据其解释，不考虑是否与其他法律冲突；
- 15.2.2 位于纽约州纽约市曼哈顿的州和联邦法院是双方因合同而引起或与之相关的任何争议的专属法庭，双方服从法院的专属管辖并放弃对因法院地点不便而引起的任何异议；和
- 15.2.3 各方就与合同引起的或与合同有关的任何纠纷、诉讼或法律程序，在法律允许的最大范围内放弃陪审团审理。
- 15.3 若 Ascential 实体（在相关订单上注明）在中国注册，您也在中国注册，则；
- 15.3.1 合同受中华人民共和国法律管辖；和
- 15.3.2 因合同引起的或与合同有关的任何争议，应由上海国际经济贸易仲裁委员会仲裁并解决。
- 15.4 法律和管辖区的选择并不妨碍任何一方在任何适当的管辖区中就侵犯知识产权行为寻求禁令救济。

## 16 Definitions

### 16.1 In these Terms the following definitions apply:

**Affiliates** means any entity controlled by a party or under a party's common control, where "control" means: direct or indirect ownership, in an entity of 50% or more of the voting rights conferred by all the issued shares or equity interests in the capital of that entity; or the power to determine directly or indirectly the composition of the majority of the board of directors, similar management body or direct the management of such entity;

**Ascential, we, us, our** means the member of the Ascential group of companies identified on the Order Form;

**Ascential Americas** means any current or future entity which is part of the Ascential Group of companies that is domiciled in the United States;

**Ascential Europe – APAC** means any current or future entity which is part of the Ascential Group companies that is domiciled in a country other than the United States, (with the exception of any entity registered in the People's Republic of China);

**Ascential Property** means the Services, the Deliverables (including, without limitation, all derivatives or improvements), any patents, processes, software, code, files, technology, templates, forms, scripting, trade secrets, products, reports, ideas, concepts, operations, plans or intentions, know-how, market opportunities, customers, business affairs, development plans and financial information, any suggestions, information, enhancements, requests, feedback, recommendations or other input provided by any party relating to the Services or Deliverables, and any other items we create in relation to our performance of our obligations pursuant to a Contract;

**Applicable Price Index** means:

- (i) where the contracting Ascential entity as identified on the Order Form is a member of Ascential Americas, the Consumer Price Index, all Urban Customers, United States, All Items rate; and,
- (ii) where the Ascential entity as identified on the Order Form is a member of Ascential Europe – APAC, the UK Retail Price Index (RPI) All Items rate;

**Confidential Information** means any information, disclosed by a party to the other party, in relation to a Contract, which is designated as confidential, commercially sensitive, or confidential in nature;

**Customer Materials** means anything you provide to us to enable us to perform our obligations pursuant to a Contract;

**Deliverables** means the deliverables described in an Order Form;

**Event** means the event organized and provided by us as set out in the Order Form or Registration form;

**Insolvency Event** means a situation where a party cannot pay its debts as they fall due, has a petition for winding up or an administration order presented against it or passes a resolution for winding up or calls any meeting of its creditors or proposes to make any arrangement with its creditors, has a receiver (administrative or otherwise) or an administrator appointed over all or any part of its business or assets, or goes into liquidation or any event having a similar effect to any of the foregoing applies to a party under the laws of any jurisdiction;

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Module Terms** means terms specific to the Services and/or Deliverables you have ordered from us, which are set out below;

**Services** means the services described in the Order Form; and

**UK Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

## 16 释义

16.1 在本商业条款中，以下释义适用：

**Affiliates** 是指由一方控制或共同控制下的任何实体，其中“控制”是指：直接或间接拥有该实体资本中所有已发行股份或股权的 50%或以上表决权；**或**有权直接或间接确定董事会或类似管理组织的多数成员，**或**可直接管理该实体；

**Ascential, we, us, our** 是指订单上确认的 Ascential 集团公司的成员；

**Ascential Americas** 是指以美国为居籍的，隶属于 Ascential 集团公司的，任何现在或未来的实体；

**Ascential Europe – APAC** 是指以美国以外的国家为居籍的，隶属于 Ascential 集团公司的，任何现在或未来的实体（在中国注册的实体除外）；

**Ascential Property** 是指服务、交付成果（包括但不限于所有衍生或改进作品），任何专利、流程、软件、代码、文件、技术、模板、表格、脚本、商业秘密、产品、报告、想法、概念、操作、计划、专有技术、市场机会、客户、业务、发展计划和财务信息，与服务或交付成果有关的任何一方提供的建议、信息、改进、要求、反馈、推荐或其他意见，以及我们为合同履行义务而创建的其他作品；

**Applicable Price Index** 是指：

(i) 若订单上确认的 Ascential 实体是 Ascential Americas 成员，美国消费者物价指数、城市消费者价格指数、总指数；和

(ii) 若订单上的 Ascential 实体是 Ascential Europe 成员，则按英国零售价格指数，总指数；

**Confidential Information** 是指由一方向另一方披露的，有关合同的，规定为保密、商业敏感或本质为保密的信息；

**Customer Materials** 是指您提供给我们的使我们能够履行合同义务的内容；

**Deliverables** 是指订单中描述的交付成果；

**Event** 是指订单或注册表中规定的由我们组织和提供的活动；

**Insolvency Event** 是指一方无法偿还到期债务，提出清盘呈请，或对其提出接管令，或通过清盘决议，或召开债权人会议，或提议与债权人达成还款安排，任命接管人（行政或其他），或接管其全部或部分业务或资产的管理人，或进入清算，或根据所属法律管辖权具有与前述任何一项类似效力的事件；

**Intellectual Property Rights** 是指专利、发明权、版权和相关权利、精神权利、商标、服务标记、商品名称、域名、商誉权、对假冒或不正当竞争诉讼的权利、设计权、计算机软件权、数据库权、保密信息权（包括专有技术和商业秘密）以及任何其他知识产权（无论是已注册还是未注册），包括该权利的所有申请（或申请权）、续期或延期，以及在世界任何地方现在或将来存在或将继续存在的类似或等效的权利或保护形式；

**Module Terms** 是指下文中您订购的服务和/或交付成果的特定条款；

**Services** 指订单中描述的服务；

**UK Data Protection Legislation** 是指在英国生效的所有适用的数据保护和隐私法规，包括《通用数据保护条例》（（欧盟）2016/679）、《2018年数据保护法》、《隐私和电子通信保护指令》（2002/58 / EC，由 2009/136 / EC 更新）和《2003年隐私和电子通信规范》（SI 2003/2426）。

## MODULE TERMS

### 17 Digital Services Module

- 17.1 Where, as part of a Contract, we provide digital services or deliverables, as noted on the relevant Order Form, the following additional terms will apply to the Contract.
- 17.2 The Contract will commence on the Start Date and (subject to early termination in accordance with these Terms) continue for the initial period set out on the Order Form (the "Initial Period"). Unless a party provides not less than 90 days' written notice to the other that it does not want the Contract to renew, the Contract will automatically extend for a period equivalent to the Initial Period on expiry of the Initial Period and each subsequent anniversary of the expiry of the Initial Period. This will not prevent early termination in accordance with these Terms.
- 17.3 Your access to and use of the Services is restricted to your employees and individual contractors (i.e. natural persons) (collectively, the "**Users**"), and permitted for your internal business operations only. You may not designate any other individuals (including employees and individual contractors of your Affiliates) as Users. You agree not to permit any third-party to access the Services except as expressly authorized in a separate Third-Party Access Agreement provided by us. We will issue usernames and personal passwords to authorize acceptable Users to use the Services. Each username and User access is unique. The User must keep the password confidential and must not share or permit access to the Services by any other person. You must immediately notify us of any User who ceases to be your employee or full-time contractor or who is otherwise no longer to be permitted access to the Services for whatever reason and such User's username and password will be deactivated. You are responsible for ensuring User compliance with this Contract and accept responsibility and liability for the acts and omissions of your Users. Your digital services may be subject to a set-up period during which you may not have access, or may have limited access, to the Services after commencement of the Contract. The length of this set-up period may vary depending on the customization of the Services requested and your delivery of any required Customer Materials.
- 17.4 We make no representations or warranties regarding the reliability, availability, timeliness, suitability, accuracy or completeness of the Services and Deliverables or the results that you may obtain by using them.
- 17.5 We do not represent or warrant that:
- a) the operation or use of the Services or Deliverables will be timely, uninterrupted or error-free;
  - b) the quality of the Services or Deliverables will meet your requirements; or
  - c) the Services or Deliverables will function properly in combination with any third party-services, technology, hardware, software, systems or data.
- 17.6 You acknowledge that the Services and Deliverables may be subject to limitations, delays, loss or corruption of information and other problems inherent in the use of electronic communications facilities.
- 17.7 Except where expressly provided otherwise, the Services and Deliverables are provided on an "as is" basis. You are solely responsible for ensuring that the Services and Deliverables are appropriate and suitable for your needs and that the assumptions (if any) set out in the Order Form are accurate.
- 17.8 You agree that neither the Services or Deliverables are advice or recommendations from us and you must not rely on them to make decisions.
- 17.9 From time to time, we may:



- a) temporarily suspend for the purpose of emergency repair, maintenance or improvement, all or part of any Services or Deliverables without notice;
  - b) temporarily suspend all or part of any Services or Deliverables for scheduled support and maintenance by providing notifications and giving reasonable notice of such suspensions;
  - c) suspend all or part of any Services or Deliverables without notice if we believe that you have breached a Contract; and
  - d) vary the Specification for operational or any other reason, provided that there is no material detriment to the operation of such Services or Deliverables.
- 17.10 We reserve the right at any time and from time to time to modify, temporarily or permanently, any Services or Deliverables or any component or feature thereof. You agree that we will not be liable to you or to any third party for any such modification of the Services or Deliverables if there is no material detriment to their operation.
- 17.11 Except where expressly provided otherwise, and without limiting your obligations elsewhere in the Contract, you will not disclose, provide, resell or otherwise make available the Services or Deliverables to any third-party, including (without limitation) any retailer, data provider, or manufacturer, unless expressly authorized by us in a separate written agreement. You further agree that you will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or Deliverables except as permitted by applicable law; (ii) modify, translate, or create derivative works based on the Services or Deliverables, or incorporate names or likenesses of individuals, locations, structures or other proprietary material referred to in the Services or Deliverables in or on your products, or copy (except for archival purposes), rent, lease, distribute (except as expressly permitted herein), pledge, assign, or otherwise transfer or encumber rights to the Services or Deliverables; (iii) use or access the Deliverables or Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us, or use (or permit the use of) the Services or Deliverables to generate any statistical information which is sold or otherwise made available to any third party; (iv) remove any proprietary notices or labels from the Services or Deliverables or use our or any third party's trade names, trademarks or service marks in or on your products; (v) use the Services or Deliverables in any manner that could damage, disable, overburden, impair, obstruct or otherwise interfere with our provision of the Services, the Deliverables or our business; (vi) use the Services to store or transmit computer viruses or other harmful code; (vii) interfere with or disrupt the integrity or performance of the Services; (viii) frame or mirror any content forming part of the Services, other than on Customer's own intranet for Customer's internal business operations as permitted under the Contract; (ix) attempt to gain unauthorized access to the Services or its related systems or networks; or (x) permit direct or indirect access to or use of the Services in any manner that circumvents any restrictions or limitations under the Contract.
- 17.12 You may provide pictorial works included within the Services or Deliverables to your suppliers, vendors, independent contractors and consultants for the sole purpose of aiding you in connection with your product design, development, inspiration, research and manufacturing requirements only. You must ensure that any third parties who access pictorial works in this way comply with the usage restrictions set out in this Contract and you accept responsibility and liability for the acts and omissions of those third parties.
- 17.13 With respect to digital content within our "Design Library" or "Design Resources", we grant you a non-transferable, non-exclusive, limited licence to do the following:
- a) view, download and print such content;
  - b) create derivative works using pictorial works included in such content; and
  - c) use those derivative works on or in your products.

This license is granted for your internal research, product design, development, inspiration and manufacturing purposes only. Such content is provided 'as is' without warranty or condition of any kind, either express or

implied or statutory, and your use of the same in accordance with the limited licence contained in this paragraph is solely at your own risk. Where you are an educational institution, this license is granted for your non-commercial, educational use only.

- 17.14 We may limit the data and deliverables that are available on the Services based on either or both of (i) the date of first publication or (ii) the amount of data stored on the Services platform. Thereafter, we may archive the data and deliverables in which case the data may be available via an extract for an additional fee.
- 17.15 If you are acquired by a third party, you agree that we may increase the fees payable for any Services or Deliverables to reflect potential or actual increased usage of Services and Deliverables.

## 模块条款

### 17. 数字服务模块

- 17.1 作为合同的一部分，如相关订单所述，我们提供数字服务或交付成果，则以下附加条款将适用于合同。
- 17.2 合同将于开始日期开始，并且（可根据本商业条款提前终止）在订单中规定的初始期限（“初始期限”）内持续有效。除非一方向对方发出不少于 90 天的书面通知，表示其不希望续约，否则该合同将在初始期限到期时以及其后的每个到期日自动延长相当于初始期限的期限。这不会阻止根据本商业条款提前终止合同。
- 17.3 您对服务的访问和使用仅限于您的员工和个人承包商（即自然人）（统称为“用户”），并且仅允许您用于内部业务。您不得指定任何其他个人（包括您的关联公司的员工和个人承包商）作为用户。您同意，除非我们明确授权第三方访问，否则不允许任何第三方访问服务。我们将发送用户名和个人密码，以授权用户使用服务。每个用户名和用户访问权限都是唯一的。用户必须对密码保密，并且不得共享或允许任何其他人员访问服务。若任何用户不再是您的员工或专职承包商，或者由于其他原因而被禁止访问服务，您必须立即通知我们，该用户名和密码将被停用。您有责任确保用户遵守本合同，并对用户的作为和不作为承担责任。您的数字服务可能有设置期，在此时期内，合同生效后您无权访问服务或访问权限受到限制。设置期的长短可能会有所不同，具体取决于服务要求以及您对任何所需客户材料的交付。
- 17.4 关于服务和交付成果的可靠性、可用性、及时性、适用性、准确性或完整性，或您使用它们导致的结果，我们不做任何承诺或保证。
- 17.5 我们不承诺或保证：
- a) 服务或交付成果的运行或使用及时、不间断或无错误；
  - b) 服务或交付成果的质量将满足您的要求；或
  - c) 服务或交付成果将与任何第三方服务、技术、硬件、软件、系统或数据正常兼容。
- 17.6 您确认，服务和交付成果可能会存在限制、延迟、信息丢失或损坏，以及使用电子通信设施的其他问题。
- 17.7 除非另有明确规定，否则服务和交付成果均按“现状如此，概不保证”方式提供。您完全负责确保服务和交付成果适合您的需求，并确保订单中列出的假设（若有）是准确的。
- 17.8 您同意服务或交付成果不构成建议或推荐，您不得依据它们做出决定。
- 17.9 我们可不时地：
- a) 为紧急维修、维护或改进目的而暂时中止全部或部分服务或交付成果，恕不另行通知；
  - b) 通过合理通知暂停全部或部分服务或交付成果以进行定期维护；
  - c) 若我们认为您违反了合同，则可暂停所有或部分服务或交付成果，恕不另行通知；和

d) 在不对服务或交付成果造成重大损害的前提下，出于运营或任何其他原因而更改规范。

- 17.10 我们保留随时或不定期修改任何服务或交付成果或其部分或功能的权利。您同意，若此类修改对服务或交付成果没有任何实质性损害，我们将不对您或第三方承担责任。
- 17.11 除非另有明确规定，在不限制您在合同其他条款中所承担的的义务的情况下，您不得向任何第三方（包括但不限于，零售商、数据提供商或制造商）提供、转售服务或交付成果，除非经我们书面明确授权。您同意，不得直接或间接：（i）反向工程、反编译、反汇编或以其他方式尝试发现服务或交付成果的源代码、目标代码、基本结构、构思或算法，除非适用法律允许；（ii）对服务或交付成果修改、翻译或创建衍生作品，或在您的产品中或产品上引用服务或交付成果中的个人的姓名或肖像、位置、结构或其他专有资料，或复制（除了出于存档目的）、租赁、分发（除了在此明确允许）、质押、转让或以其他方式转移或妨碍对服务或交付成果的权利；（iii）使用或访问交付成果或服务来支持和/或协助第三方构建或支持对我们具有竞争力的产品或服务，或使用（或允许使用）服务或交付成果来生成出售或以其他方式提供给第三方的统计信息；（iv）从服务或交付成果中删除所有权声明或标签，或在您的产品中或产品上使用我们或任何第三方的商品名、商标或服务标记；（v）以任何可能损坏、锁定、过度使用、损害、阻碍或以其他方式使用服务或交付成果影响我们提供服务、交付成果或业务；（vi）使用服务存储或传播计算机病毒或其他有害代码；（vii）干扰或破坏服务的完整性或性能；（viii）框架或镜像服务的任何内容，除了在客户的内网进行合同所允许的的内部业务；（ix）试图获得对服务或其相关系统或网络的未经授权的访问；或（x）允许以任何规避合同中限制的方式直接或间接访问或使用服务。
- 17.12 您可将服务或交付成果中包含的图片作品提供给您供应商、提供商、独立承包商和顾问，唯一目的是帮助您进行产品设计、开发、灵感、研究和制造。您必须确保访问图片作品的任何第三方都遵守本合同中规定的使用限制，并且您对这些第三方的作为和不作为承担责任。
- 17.13 关于“设计库”或“设计资源”中的数字内容，我们授予您不可转让、非专有的有限许可，许可您：
- a) 查看、下载和打印此类内容；
  - b) 使用包含在此类内容中的图片创作衍生作品；和
  - c) 在您的产品上或产品中使用这些衍生作品。
- 本许可仅用于您的内部研究、产品设计、研发、启发和制造目的。此类内容按“现状如此，概不保证”的条件提供，没有任何形式的保证或条件（明示或默示或法定），您根据本段中的有限许可使用该内容的风险由您自行承担。
- 17.14 我们可基于（i）首次发布日期或（ii）服务平台上存储的数据量，来限制服务上可用的数据和交付成果。此后，我们可能会存档数据和交付成果，在这种情况下，可以支付附加费用以摘录获得数据。
- 17.15 若您被第三方收购，您同意我们可增加服务或交付成果的应付费用，以反映服务或交付成果潜在或实际增加的使用。

## 18 Consultancy Services Module

- 18.1 Where, as part of a Contract, we provide consultancy services or deliverables, as noted on the relevant Order Form, the following additional terms will apply to the Contract.
- 18.2 The Order Form will specify whether the fees are fixed or are calculated on a time and materials basis. If fees are stated as a fixed total amount, that is not a guarantee that the Services will be completed and Deliverables will be delivered for that amount.
- 18.3 Where fees are calculated on a time and materials basis, the Order Form will show our daily rate for each individual person. Daily rates are calculated based on an eight-hour day worked between the hours of 8am to 6pm in the jurisdiction in which the Services are performed.

- 18.4 The fees exclude hotel, subsistence, travel and other ancillary expenses reasonably incurred by us in our provision of the Services.
- 18.5 We are entitled to charge an overtime rate of 25% of the standard daily fee rate on a pro-rata basis for any time worked outside the hours specified in the Order Form.
- 18.6 We will invoice you for the fees at the intervals specified on the Order Form. If no intervals are specified, we will invoice you at the end of each month for Services performed and Deliverables delivered during that month.
- 18.7 You are responsible for inspecting the Deliverables and any defect must be reported to us in writing within 30 days of our provision of the relevant Deliverable(s). We will not be in breach of a Contract nor liable to you for any defect in Deliverables which are reported after 30 days after they have been provided to you.
- 18.8 If we deliver Deliverables which do not comply with a Specification, you may refuse to take delivery of those Deliverables only, but you must accept any other Deliverables delivered pursuant to the same Contract which do comply with the relevant Specification.

## **18 咨询服务模块**

- 18.1 作为合同的一部分，如相关订单所述，我们提供咨询服务或交付成果，则以下附加条款将适用于合同。
- 18.2 订单将说明费用是固定的还是按时间和资料计算的。若费用为固定的，不保证将按此费用完成该服务，和提交交付成果。
- 18.3 若费用是根据时间和资料计算的，订单将显示每人每日费用。每日费用是根据服务所在辖区的上午 8 点至下午 6 点之间每天工作 8 小时计算得出的。
- 18.4 这些费用不包括我们在提供服务时产生的酒店、生活、旅行和其他合理开支。
- 18.5 订单中指定时间以外的任何工作时间，我们有权按比例收取标准日费率的 25% 的加班费。
- 18.6 我们将按照订单上规定的时期向您发出费用的付款通知。若未规定时期，我们将在每个月底向您发出该月使用的服务和交付成果的付款通知。
- 18.7 您负责检查交付成果，任何缺陷必须在我们提供相关交付成果后的 30 天内以书面形式报告给我们。若您在收到交付成果 30 天后才报告缺陷，则我们不违反合同，也不会因交付成果的缺陷对您负责。
- 18.8 若我们提交了不符合规范的交付成果，您可拒绝接受此类交付成果，但您须接受根据同一合同交付的任何其他符合相关规范的交付成果。

## **19 Event Attendance Module**

- 19.1 When you register to attend an Event, the following additional terms will apply to the Contract.
- 19.2 We will supply specific information relevant to the Event at the time of booking (“Booking Information”) via our website, via the Event website or by any other reasonable means. Booking Information will be specific to the relevant Event and will form part of the Contract.
- 19.3 **Tickets and booking**
  - 19.3.1 All tickets to an Event are subject to availability.
  - 19.3.2 Tickets issued for use are valid for the named attendee only and cannot be transferred unless specified in the Booking Information.
  - 19.3.3 We are not obliged to provide you with replacement tickets for lost or stolen tickets.
  - 19.3.4 Tickets must not be used by any person, company or third party for marketing, media, sale promotion, staff reward program or competition purposes whether commercial or non-commercial except with our prior written permission.

## 19.4 Attendance at the Event

- 19.4.1 You will be subject to any security and safety procedures and policies that are applicable to the Event and to the venue at which the Event is held (the "Venue").
- 19.4.2 You must ensure that you have photographic ID with you during the Event. If you are unable to provide identification which matches your ticket, we have the right to require you to leave the Event immediately.
- 19.4.3 We may refuse you admission to the Event or require you to leave the Event, if at any time we have reason to believe that you have:
- a) breached any provision of the Contract;
  - b) committed a criminal offense;
  - c) behaved in a disorderly manner or in a way that has an adverse effect on public safety; or
  - d) behaved in an anti-social manner or in a way that causes a public nuisance.
- 19.4.4 You may not organize, facilitate or participate in any commercial, promotional or trading activities at the Event, Venue or near the Event without our express prior written permission. We will be entitled to charge a fee for any commercial, promotional or trading activity (including filming, photography and recording) which takes place at the Event, at the Venue or near the Event.

## 19.5 Content

- 19.5.1 You agree to being filmed, photographed, referenced and recorded for television, radio, webcast, social media and in any other medium, including written format and/or by any CCTV cameras and recordings operated by or on behalf of and made by or on behalf of us, and agree to waive any rights arising under the laws of any jurisdiction. You grant to us an irrevocable, worldwide, royalty-free licence to make such use of your name, voice, biography and likeness in any media and any recording, filming or photography of the Event as we reasonably require in connection with the exploitation, advertising and promotion of the Event.
- 19.5.2 All rights in all presentations, documentation and materials published or otherwise made available as part of the Event (including but not limited to any audio or audio-visual recording of the Event) ("Content") is owned by us or is included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of the Content is permitted without our prior written approval. You must not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes will be permitted), and in particular (but without limitation) you must not (and must procure that each of your delegates must not):
- a) upload any Content into any shared system;
  - b) include any Content in a database;
  - c) include any Content in a website or on any intranet;
  - d) transmit, re-circulate or otherwise make available any Content to anyone else;
  - e) make any commercial use of the Content whatsoever; or
  - f) use Content in any way that might infringe third party rights or that may bring us or any of our Affiliates into disrepute.
- 19.5.3 You acknowledge that the Content does not necessarily reflect our views or opinions. Please do not rely upon the Content in making or refraining from making any specific business decision or other decisions. We cannot accept any liability to you or anyone else for any losses of any nature resulting from any

decision made or not made, or action taken or not taken, in reliance on the Content. This disclaimer statement is in addition to any disclaimer, limitation, waiver or exclusion contained within these Terms.

**19.5.4 DISCLAIMER: INFORMATION CONTAINED IN THE CONTENT SHOULD NOT BE RELIED UPON AS ADVICE OR USED IN PLACE OF PROFESSIONAL OR OTHER ADVICE. WHILST WE TAKE REASONABLE CARE TO ENSURE THAT THE CONTENT CREATED BY US IS ACCURATE AND COMPLETE, SOME OF IT IS SUPPLIED BY THIRD PARTIES AND WE ARE UNABLE TO CHECK ITS ACCURACY OR COMPLETENESS. YOU SHOULD VERIFY THE ACCURACY OF ANY INFORMATION (WHETHER SUPPLIED BY US OR THIRD PARTIES) BEFORE RELYING ON IT. THE CONTENT IS PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED). WE HEREBY EXCLUDE TO THE FULLEST EXTENT PERMITTED BY LAW ALL LIABILITIES, COSTS, CLAIMS, DAMAGES, LOSSES AND/OR EXPENSES ARISING FROM ANY INACCURACY OR OMISSION IN THE CONTENT OR ARISING FROM ANY INFRINGING, DEFAMATORY OR OTHERWISE UNLAWFUL MATERIAL IN THE CONTENT.**

19.5.5 To the extent that any Content is made available by us online, we reserve the right to suspend or remove access to such Content at any time for any reason.

## 19.6 Changes to the Event

19.6.1 We may change the format and/or content of the Event, provided that such change does not cause material detriment to the quality of the Event

19.6.2 Where you receive a credit related to our cancellation of an Event, such credit must be used by you to book a delegate place at an Event within 18 months from the date of issue. Following such 18-month period, the credit will expire.

19.6.3 Unless as explicitly set out in this Contract you will not be entitled to a refund following Acceptance, nor will you be entitled to receive a credit for a future event of your choice.

19.6.4 Individuals who can be defined as “Consumers” within the meaning set out in the Consumer Rights Act 2015 are not permitted to attend our Events.

## 19.7 Liability exclusion

We are not responsible for goods or services which you may purchase from third parties.

## 19 活动参加模块

19.1 当您注册参加活动时，以下附加条款将适用于合同。

19.2 我们将在您预订门票时通过公司网站、活动网站或其他合理方式提供活动的有关信息（“预订信息”）。预订信息将说明相关活动，并构成合同的一部分。

### 19.3 门票和预订

19.3.1 活动的门票数量有限。

19.3.2 发行使用的门票仅对指定的参加者有效。除非在预订信息中说明，否则不得转让给他人。

19.3.3 我们没有义务为您丢失或被盗的门票补票。

19.3.4 未经我们事先书面许可，任何个人、公司或第三方都不得将门票用于营销、媒体、促销、员工奖励计划或竞争目的，无论是商业性还是非商业性的目的。

### 19.4 参加活动

19.4.1 您应遵守活动和活动举行地点（“活动场地”）的任何安保和安全程序和政策。

19.4.2 在活动期间，您必须确保携带含照片的身份证明。若您无法提供与门票相符的身份证明，我们有权要求您立即离开活动场地。

19.4.3 若我们在任何时候有理由认为您具有以下行为，我们可拒绝您参加活动或要求您退出活动：

- a) 违反了合同规定；
- b) 犯了刑事罪行；
- c) 行为不检点或对公共安全造成不利影响；或
- d) 以反社会方式行事或对公众造成滋扰。

19.4.4 未经我们事先明确的书面许可，您不得在活动场地或场地附近组织或参与任何商业或交易活动。我们有权对在活动场地或场地附近发生的任何商业或交易活动（包括拍摄、摄影和录制）收取费用。

## 19.5 内容

19.5.1 您同意为电视、广播、网络广播、社交媒体和任何其他媒介（包括书面格式和/或任何 CCTV 摄像机以及我们或代表我们的录像），拍摄、拍照、记录和录制，并同意放弃任何司法管辖区的法律产生的任何权利。您授予我们不可撤销的，全球范围内的免版税许可，我们为推广活动合理地要求在与活动有关的媒体、录制、拍摄或摄影中使用您的姓名、声音、传记和肖像。

19.5.2 活动发布的相关展示、文档、资料（包括但不限于活动的任何音频或音像）（“内容”）的所有权利归本公司所有或获得了权利所有者的许可。不得：（i）拍摄或录制；或（ii）未经我们事先书面许可，对内容进行重新出版、广播或其他传播。您不得分发、复制、修改、存储、转发或以任何其他方式使用内容（除非相关代表出于内部业务目的使用），特别是（但不限于）您不得（并且必须确保您的每个代表都不得）做出以下行为：

- a) 将任何内容上传到任何共享系统；
- b) 在数据库中包含任何内容；
- c) 在网站或任何内网中包含任何内容；
- d) 传送、分发或以其他方式向任何其他人提供任何内容；
- e) 对内容进行任何商业使用；或
- f) 以任何可能侵犯第三方权利或可能使我们或我们的关联公司声誉受损的方式使用内容。

19.5.3 您确认内容并不代表我们的观点或意见。请不要依据内容来制定或避免做出任何特定的业务决策或其他决策。对于因您或他人依据内容做出或否决的决定，已采取或未采取的行动，而造成的任何性质的损失，我们不承担任何责任。本免责声明是对本商业条款中包含的任何免责、限制或豁免的补充。

19.5.4 **免责声明：**内容中包含的信息不构成专业或其他建议。我们会采取合理措施以确保我们创建的内容准确且完整，但其中的某些内容是由第三方提供的，因此我们无法检查其准确性或完整性。在依据信息之前，您应验证信息的准确性（无论是我们还是第三方提供的信息）。本内容按“现状如此，概不保证”的条件提供，没有任何形式的保证（明示或默示）。我们在法律允许的最大范围内，免除因任何内容的不准确性、疏忽或因任何侵权、诽谤或其他不当内容而引起的责任、费用、索赔、损害、损失和/或开支。

19.5.5 我们在线提供的任何内容，我们保留随时出于任何原因暂停或取消对此类内容的访问的权利。

## 19.6 活动变更

19.6.1 我们可能会更改活动的形式和/或内容，但此类更改不会对活动的质量造成重大损害。

19.6.2 我们保留随时取消活动的权利，并会在合理可行的范围内尽快向您发出通知。

19.6.3 若我们 (i) 取消活动或 (ii) 更改活动的形式和/或内容，从而对活动的质量造成重大损害，则您将获得与所购票款相等的抵免额，供您支付未来选择的未来活动。您必须在获得抵免额之日起 18 个月内使用此类额度预订活动门票。18 个月后，抵免额将过期。

19.6.4 除非本合同中明确规定，否则您无权在接受后退款，也无权就您选择的未来活动获得抵免额。

19.6.5 符合 2015 年消费者权益法定义为“消费者”的个人不得参加我们的活动。

## 19.7 责任免除

我们对您从第三方购买的商品或服务不承担任何责任。