



WGSN MASTER TERMS (July 2009)

WORTH GLOBAL STYLE NETWORK LTD, REGISTERED IN ENGLAND: NO. 4858491

REGISTERED ADDRESS: GREATER LONDON HOUSE, HAMPSTEAD ROAD, NW1 7EJ ("WGSN")

<p>1. INTRODUCTION</p>	<p>1. 概述</p>
<p>These terms and conditions (the "Master Terms"), the Website Terms and the Purchase Document(s) (as defined below) together (the "Agreement") govern the use by [] ("Client") of the following products and services provided by WGSN: (a) licenses to access the WGSN Content; (b) Advisory Services; and/or (c) Bespoke Consulting (each as defined below).</p>	<p>本条款（下称“主条款”）、网站条款和订购文件（定义如下）共同构成的协议（合称“协议”）规管[]（“客户”）对 WGSN 提供的产品和服务的使用行为：(a) 访问 WGSN 内容的许可证明；(b) 方向性顾问指导；和/或 (c) 专业顾问服务（按以下定义）。</p>
<p>EFFECT OF CLIENT AGREEMENT OF THESE MASTER TERMS. Where these Master Terms are accepted by an existing Client during any Term or Renewal Term under an existing Purchase Document, they will supersede any previous Master Terms with effect from such acceptance, notwithstanding Clauses 8.1 and 12.8, but without prejudice to such Term or any Renewal Term or any other terms of such Purchase Document.</p>	<p>此等主条款之客户协议生效期。当现有客户在现有订购文件之任何时期或续约周期间接受此等主条款，这些主条款将取代之前任何主条款并在客户接纳后生效，不包括条款 8.1 与 12.8 在内，但不损害其他权益，包括订购文件中的期限或任何续约周期或当中任何其他条款。</p>
<p>CHANGES TO PREVIOUS WGSN MASTER TERMS. Changes to the previous Master Terms are highlighted for ease of reference.</p>	<p>对前 WGSN 主条款所作的改变。为方便参考，对前 WGSN 主条款所作的改变被加亮显示。</p>
<p>EFFECT OF THESE MASTER TERMS ON USE BY THIRD PARTY USERS OF WGSN CONTENT. Clauses 6 and 7 of these Master Terms also apply to the use of WGSN Content by any third party with whom any Client shares WGSN Content under Clause 4.4B, as if such third party were the "Client" for the purposes of such clause.</p>	<p>此等条款对第三方用户使用 WGSN 内容的生效日期。此等主条款的条款 6 和 7 同样适用于在条款 4.4B 下任何客户与任何第三方分享的 WGSN 内容的使用，在这条条款下，该第三方人士将会被视为“客户”。</p>
<p>2. DEFINITIONS</p>	<p>2. 定义</p>
<p>2.1. In the Agreement, the following words shall have the following meanings:</p>	<p>2.1. 在协议中，以下用语应具有以下含义：</p>
<p>"Advisory Services" means the standard services provided by WGSN for Clients using the WGSN Content;</p>	<p>"方向性顾问指导" 指由 WGSN 为使用 WGSN 内容的客户提供的标准服务；</p>
<p>"Affiliate" means any entity controlling, controlled by or under common control with Client or WGSN;</p>	<p>"附属公司" 指客户或 WGSN 控制、受其控制或共同控制的任何实体；</p>
<p>"Bespoke Consulting" means the services provided by WGSN for Clients, which may include producing Consulting Deliverables;</p>	<p>"专业顾问服务" 指由 WGSN 为客户提供的可能包括生产顾问提供资料的服务；</p>
<p>"Charges" means the charges specified in any Purchase Document payable by Client to WGSN for (a) the WGSN Content; and/or (b) Advisory Services; and/or (c) Bespoke Consulting;</p>	<p>"费用" 指在任何订购文件中规定的由于以下服务而需由客户支付给 WGSN 的费用：(a) WGSN 内容；和/或(b) 方向性顾问指导；和/或 (c) 专业顾问服务；</p>
<p>"Confidential Information" means all non-public information in any form, furnished or made available in connection with the Agreement by or on behalf of one party ("Disclosing Party") to the other ("Receiving Party") which is marked confidential or restricted, or would be understood by a reasonable person in the Receiving Party's position to be confidential;</p>	<p>"机密信息" 指由一方或代表一方（“披露方”）因协议规定而向另一方（“接收方”）提供的任何形式的非公开信息，标识为机密或受限，或接收方的理智清楚的人员将理解为机密的信息；</p>
<p>"Consulting Deliverables" means the tangible deliverables (if any), which may include WGSN Content, produced for Client by WGSN as part of the Bespoke Consulting as identified in the relevant Purchase Document;</p>	<p>"顾问提供资料" 指有形交付物（如果有的话），可包括由 WGSN 为客户编制的作为相关订购文件中定义的专业顾问服务部分的 WGSN 内容；</p>
<p>"Effective Date" means the date when the first Purchase Document is executed by the parties incorporating the terms of the Master Terms;</p>	<p>"生效日期" 指达成主条款的各方签订第一份订购文件的日期；</p>
<p>"Entity" means the Client legal entity including Client's Affiliates;</p>	<p>"实体" 指客户的法人实体，包括客户的附属公司；</p>
<p>"Force Majeure" means any cause preventing a party from performing any or all of its obligations under the Agreement which arises from or is attributable to strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors and, where they are beyond the reasonable control of the party so prevented, any other acts, events, omissions or accidents;</p>	<p>"不可抗力" 指由于以下事件而产生的导致一方无法履行协议规定的任何或全部义务的原因，包括罢工、停工或其他产业纠纷、核事故或者不可抗力、战争或恐怖活动、暴乱、公民暴动、恶意损坏（不包括受影响方雇员或其分包商的雇员参与的恶意损坏），根据任何法律或政府命令、规定、规章或指示、设备或机器故障、火灾、洪水、暴风雨或供应商或分包商的过错，以及超出受保护一方的合理控制范围的任何其他行为、事件、疏忽或事故；</p>
<p>"ID" means the username and password assigned to each User to use and access the WGSN Content;</p>	<p>"ID" 指分派给各用户的使用和访问 WGSN 内容的用户名和密码；</p>
<p>"Privacy Policy" means the WGSN privacy policy as published on the Site (and as may be varied from time to time by WGSN upon posting on the Site);</p>	<p>"隐私政策" 指发布在 WGSN 网站上的 WGSN 隐私政策（该等政策可通过 WGSN 在网站上的发布而不时变更）；</p>
<p>"Purchase Document" means each separate document forming part of the Agreement which Client completes to receive (a) the WGSN Content;</p>	<p>"订购文件" 指组成协议部分的各独立文件，包括客户接收 (a) WGSN 内容；和/或 (b) 方向性顾问指导；和/或 (c) 专业顾问服务；</p>

and/or (b) Advisory Services; and/or (c) Bespoke Consulting;	
“ Renewal Date ” means the date set out in a Purchase Document for renewal of the WGSN Content or Advisory Services;	“ 续约日期 ”指在订购文件中载明的续订 WGSN 内容或方向性顾问指导的日期；
“ Renewal Term ” means in relation to a Purchase Document for WGSN Content and/or Advisory Services each automatic period of renewal following the Term which will have a duration equivalent to the Term for that Purchase Document;	“ 续约周期 ”指在 WGSN 内容及/或方向性顾问指导的订购文件期满后每次自动续约的周期，该等周期长度与订购文件的周期相同；
“ Services ” means the Advisory Services & Bespoke Consulting as applicable;	“ 服务 ”指适用的方向性顾问指导和专业顾问服务；
“ Site ” means the website(s) run by WGSN incorporating the WGSN Content;	“ 网站 ”指由 WGSN 所运行的包含 WGSN 内容的网站；
“ Term ” means in relation to WGSN Content and/or Advisory Services the minimum period of the licence set out in the Purchase Document;	“ 期限 ”是指在订购文件中列明与 WGSN 内容及/或方向性顾问指导相关的最短许可证使用期限；
“ User ” means each Client employee, consultant or contractor of Client who has been nominated by Client and agreed with WGSN to have access to or otherwise be supplied with the WGSN Content subscribed for by Client;	“ 用户 ”指经由客户指定且 WGSN 同意其访问或以其他方式为其提供客户订阅的 WGSN 内容的各客户的雇员、顾问或承包商；
“ User Licence ” means a licence granted to User(s) to use WGSN Content during the Term and any Renewal Term in accordance with the terms of the Agreement;	“ 用户许可证 ”指授予用户根据协议条款在周期和续约周期内使用 WGSN 内容的许可；
“ Website Terms ” means the website terms governing use of the Site as published on the Site (and as may be varied from time to time by WGSN upon posting on the Site);	“ 网站条款 ”指发布在网站上的规管网站使用的条款（该等条款可通过 WGSN 在网站上的发布而不时变更）；
“ WGSN Authorised Signatory ” means any individual on the WGSN executive team authorised to enter into legally binding agreements on behalf of WGSN;	“ WGSN 授权签署人 ”指在 WGSN 管理层中经授权的代表 WGSN 签署法律协议的任何个人；
“ WGSN Content ” means WGSN or its licensors’ reports, scorecards, product comparisons, methodologies, spreadsheets, graphics, tables, charts, images, data, mood-boards, assessment tools, formulas and algorithms and all other proprietary content and material provided on the Site or to client in other forms or as an output of the Services and any enhancements and modifications thereto, regardless of the means of access or delivery; and	“ WGSN 内容 ”指在网站上提供的或以任何形式提供给客户的或作为服务和任何增加内容和修改内容而编制的 WGSN 或其许可人的报告、记分卡、产品比较、方法、电子数据表、图表、图像、数据、情绪板、评估工具、公式和算法及其他一切专享内容和材料，无论评估或交付的方法如何；和
“ WGSN Deliverables ” means the WGSN Content and the Consulting Deliverables.	“ WGSN 提供资料 ”指 WGSN 内容和顾问提供资料。
2.2. A reference in the Agreement to the singular includes the plural and vice versa and words in one gender includes both genders.	2.2. 在协议中使用的单数术语包括复数，反之亦然，一种性别用词包括两种性别。
3. CLIENT OBLIGATIONS	3. 客户责任
3.1. Client will ensure that all use of the Services, the WGSN Content and the Site by Client (including its User(s)) will be made in accordance with the Agreement.	3.1. 客户将确保客户（包括其用户）使用的所有服务、WGSN 内容和网站符合协议规定。
3.2. Client shall pay the Charges in accordance with the payment terms set out in each Purchase Document.	3.2. 客户应根据各订购文件中规定的支付条款支付费用。
3.3. The Client shall permit WGSN to take such steps as WGSN reasonably considers appropriate to monitor compliance by the Client and User(s) with the provisions of the Agreement and shall co-operate fully with WGSN in relation to such monitoring.	3.3. 客户应允许 WGSN 采取步骤如，WGSN 合理考虑使用协议规定的条款监控客户和用户的符合性，并应与 WGSN 在此类监控上完全合作。
4. USER LICENCE FOR WGSN CONTENT	4. WGSN 内容的用户许可证
4.1. All intellectual property rights in the WGSN Content are reserved by WGSN or its licensors (as applicable) and no such rights whatsoever are assigned to Client or User(s) under the Agreement. Any misappropriation or unauthorised use of the WGSN Content may unfairly and irreparably harm WGSN and/or its licensors. Client shall not commit or permit any act or omission that would impair WGSN’s or its licensors’ proprietary and/or intellectual property rights in the WGSN Content.	4.1. WGSN 内容中的所有知识产权归 WGSN 或其许可方（根据适用情况）所有，协议并不授予客户或用户任何此类权利。对 WGSN 内容的任何不当使用或未经授权的使用可能会不公平地对 WGSN 和/或其许可方造成不可挽回的损失。客户不得从事或允许任何损害 WGSN 或其许可方的专有权和/或知识产权的作为或不作为。
4.2. Any User Licence granted to Client to the WGSN Content shall be a non-transferable, non-exclusive, limited licence for the number of Users and types of products specified in the Purchase Document to access the WGSN Content within (except in the case of use under Clause 4.4A or Clause 4.4B) and for the benefit of the Entity only for the period set out in the Purchase Document. No other use of the WGSN Content (in whole or in part) may be made without the prior written approval of a WGSN Authorised Signatory. Any such approval shall not constitute either a general consent or a waiver of the other provisions of the Agreement.	4.2. 授予客户 WGSN 内容的任何用户许可证应为订购文件中规定的用户数量和产品类型，且为不可转让的、非排他性的、受限的许可，该许可访问 WGSN 是在订购文件中规定的期限（除了条款 4.4A 或条款 4.4B 中列明的情况下使用）内且仅为实体的利益而进行。未经 WGSN 授权签署人的书面批准，不得进行任何 WGSN 内容（全部或部分）的其他使用。任何此类批准不得构成对协议的一般同意或其他规定的弃权。
4.3. Subject to Clause 5, where WGSN Content is provided to Client under the Agreement, a User Licence is required for each User that	4.3. 根据第 5 条款中的规定，当根据协议向客户提供 WGSN 内容时，要求访问 WGSN 内容的各用户应有一个用户许可证。ID 仅应严格由指定

has access to the WGSN Content. The ID is strictly to be used by the User to which it was assigned only and shall not be used by any other individuals. Failure to comply with this requirement shall constitute a breach of the Agreement and entitle WGSN to suspend all Client access to the WGSN Content.	的用户使用，而不得由任何其他个人使用。未能遵守该等要求应构成对协议的违反，WGSN 有权中止所有客户访问 WGSN 内容。
4.4. A User Licence entitles the User to:	4.4. 用户许可证授权用户进行以下操作：
4.4.1. download and display any page from the Site on a computer screen;	4.4.1. 下载并在计算机上显示任何网页；
4.4.2. download and store WGSN Content on the hard disk of the computer, portable media player or, WGSN Scrapbook (where appropriate) of the User.	4.4.2. 下载并在计算机硬盘、便携式媒体播放器，或用户的 WGSN 粘贴本（如果适用）上存储 WGSN 内容；
4.4.3. print one copy of any page on the Site (but not further copy it);	4.4.3. 打印一份网站上的任何网页（但不能对其进行再次复印）；
4.4.4. use extracts from the WGSN Content to form a collage of ideas (in either electronic or hard copy form) provided that:	4.4.4. 在以下前提下使用 WGSN 内容的摘要以构成组合的论点（以电子形式或硬盘备份形式）：
(i) the WGSN Content (but not material not taken from the WGSN Content or otherwise owned/licensed by WGSN) is attributed to WGSN by showing the “©WGSN” copyright sign;	(i) 通过显示 “©WGSN” 版权标识表明 WGSN 内容（仅限于从 WGSN 提取的内容，或反之由 WGSN 拥有/许可的内容）由 WGSN 所有；
(ii) the collage is used strictly only within the Entity; and	(ii) 组合观点仅在实体内严格使用；并且
(iii) no further copies of the collage are made.	(iii) 不得对组合观点进行再次复制。
4.4A. A User Licence also entitles the User to make unrestricted use of material described on the Site as “WGSN – downloadable”.	用户许可证同样允许用户无限制使用在 WGSN 网站上描述为 “WGSN – 可供下载” 的素材。
4.4B. A User Licence also entitles the User to share, by means of the transfer by e-mail of files from the WGSN IDEAS STUDIO, WGSN Content with manufacturer or supplier partner of the Client (but not including any fashion and/or style information service) for downloading and display only on a single computer screen and the purpose only of discussion between the User and such third party and never for re-use or further dissemination, whether for marketing or any other purpose; and provided that the Client brings such limitation clearly to the attention of any such third party, and such third party agrees that the terms of Clauses 6 and 7 below shall apply to the use of such WGSN Content by such third party as if such third party were the “Client”. The Client acknowledges and agrees that access to some WGSN Content may be restricted to other Clients of WGSN only.	用户许可证同样允许用户使用 WGSN IDEAS STUDIO、WGSN 内容的档案以电邮形式，与客户的制造商或供应商伙伴分享（但不包含任何时装和/或时尚资讯服务），并只在单一计算机屏幕上下载和显示，而目的只是用户与该第三方的讨论，并永远不可以再次使用或进一步分发，不论是作为市场营销或是其他用途；客户需要向该第三方清楚解释这些规限，而该第三方同意以下的条款 6 和 7 适用于该第三方使用这些 WGSN 内容，情况等同于该第三方是客户一样。客户认知并同意某些 WGSN 内容可能只限于其他 WGSN 客户使用。
4.5. For the avoidance of doubt, Client shall not distribute, reproduce, modify, store, transfer or in any other way use any of the WGSN Content (including by using it as part of any library, news, information, archive, website or similar service) other than as set out above.	4.5. 为避免疑义，客户不得分发、复制、修改、存贮、传输或以除上述规定方式外的任何方式使用任何 WGSN 内容（包括将其作为图书馆资料、新闻、信息、档案文件、网站或类似服务的一部分）。WGSN 内容（包括通过使用它作为任何图书馆、新闻、信息、档案、网站或类似服务的一部分）。
4.6. Except strictly as permitted under Clause 4.4A or Clause 4.4B, Client shall not (and shall ensure that its User(s) shall not) sell, lease, transfer, sub-license or otherwise make available or permit access to the WGSN Content or any portion thereof, to any third party or any employee, consultant or contractor other than the Users. Client shall be fully responsible for the User(s)'s use of the WGSN Content and ensuring it is made strictly in accordance with the Agreement.	4.6. 除了在条款 4.4A 或条款 4.4B 指定允许的情况下，客户不得（并确保其用户不得）向非用户的任何第三方或任何雇员、顾问或承包商出售、出租、转让、发放从属证书，或提供或允许访问 WGSN 内容或其任何部分。客户应对用户使用 WGSN 内容负完全责任，并确保其严格遵守协议内容。
5. SERVICES AND CONSULTING DELIVERABLES	5. 服务和顾问提供资料
5.1. WGSN warrants that the Services will be performed using reasonable care and skill and in accordance with the description set out in the Purchase Document.	5.1. WGSN 保证根据订购文件中的规定，采用合理的注意事项和技巧提供服务。
5.2. In the event that the Purchase Document specifies that WGSN will produce Consulting Deliverables, WGSN grants Client a non-exclusive, non-transferable, limited licence to use the Consulting Deliverables including any WGSN Content provided therein within the Entity.	5.2. 如果订购文件中列明 WGSN 将会提供顾问提供资料，WGSN 会授予客户一个非独家的、不可转让和有限制的许可证，该许可证可允许使用该等顾问提供资料，当中包含在实体里提供的任何 WGSN 内容。
6. WARRANTIES AND LIMITATION OF LIABILITY	6. 保证和责任限制
6.1. Client agrees that the WGSN Deliverables are provided only for general information and are not intended to address particular requirements of Client. In particular, the WGSN Deliverables do not constitute any form of advice, recommendation or arrangement by WGSN and shall not be relied upon by Client or User in making (or refraining from making) any specific investment or other business or personal decisions and acknowledges that professional advice should be obtained before making any such decision.	6.1. 客户同意 WGSN 提供资料仅提供一般信息，不用于说明客户的特殊要求。特别是，WGSN 提供资料不构成任何形式的 WGSN 意见、建议或安排，并且不得依赖客户或用户进行任何（或限制其进行）具体投资或其他业务或个人决定，且承认在进行任何此类决定以前，应获取专家意见。
6.2. WGSN will deploy anti virus software across its IT assets and Site	6.2. WGSN 将为其 IT 资产和网站配备防病毒软件，但是不确保 WGSN 提

but makes no warranty that the WGSN Deliverables are free from infection, viruses or anything else that has contaminating or destructive properties or that Client's use of the WGSN Deliverables will be uninterrupted, error-free or secure or that any defects therein will be corrected.	供资料免于传染、病毒或任何有污染或破坏性质的内容，或客户使用的WGSN 提供资料是连续的、没有错误或安全的，或者其包含的任何缺陷将得到纠正。
6.3. Because of the number of sources from which WGSN obtains content and the nature of electronic distribution via the world wide web, WGSN does not give any warranties in respect of the WGSN Content. WGSN Content is provided on an "as is", "as available" basis and WGSN does not guarantee its accuracy, timeliness, completeness, performance or fitness for a particular purpose. WGSN reserves the right to modify the WGSN Content at any time.	6.3. 由于WGSN 通过万维网从资源处获得了电子分布的内容和属性，WGSN 不提供与WGSN 内容相关的任何保证。在“同样地”、“可用性”基础上提供WGSN 内容，WGSN 不保证其准确性、合时性、完整性、其性能或特殊目的适宜性。WGSN 有权随时修改WGSN 内容。
6.4. WGSN does not warrant, endorse, guarantee or assume responsibility for any product or service (i) advertised by a third party on the Site or (ii) offered by a third party through any site hyperlinked to the Site or make any representations about their content or availability. Any use or resultant transaction is made entirely at Client's own risk and WGSN accepts no liability for any losses resulting from such action. Please note that WGSN gives no warranty that links to third party sites on the Site shall be marked as such.	6.4. WGSN 并不保证、认可、担保或承担由以下原因引起的对任何产品或服务责任 (i) 由第三方在网站上所做的广告，或(ii) 由第三方通过任何网站超链接到该网站所提供的，或关于其内容或可用性发表任何意见。任何使用或随后的交易完全由客户自行承担风险，WGSN 不承担由此类行为产生的任何损失责任。请注意 WGSN 不保证第三方网站的链接应按上述要求标识。
6.5. All implied warranties are excluded from the Agreement to the extent that they may be excluded as a matter of law.	6.5. 协议根据法律规定排除的程度排除所有隐含的保证。
6.6. Nothing in the Agreement shall limit WGSN's liability for death or personal injury resulting from WGSN's negligence or for fraud.	6.6. 协议中的任何条款也不会限制WGSN 因WGSN 的过失或欺诈所引起的死亡或人员伤害的责任。
6.7. WGSN's aggregate liability in respect of any loss, damage, liabilities and expenses suffered by Client (or its User(s) or Affiliates) in respect of any Term or Renewal Term and arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the Charges paid by Client for that Term or Renewal Term as applicable. WGSN shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for any of the following suffered or incurred by Client (or its User(s) or Affiliates) arising out of or in connection with the Agreement:	6.7. WGSN 应承担的所有责任，包括客户所受的损失、损害、责任、费用以及任何条款或续约条款和与协议有关的条款，无论是合同、侵权行为（包括疏忽）或法律行为的违约或以其他方式等产生的责任，均不得超过客户给予条款或续约条款的费用。WGSN 不得承担合同义务、侵权（包括疏忽）或法律责任，或以其他方式承担由客户（或其用户或附属公司）在协议中产生或与协议相关而遭受或引起的费用。
6.7.1. any loss arising from or in connection with loss of revenues, profits, data, contracts or business or failure to realise anticipated savings;	6.7.1. 由营业额、利润、数据、合同或业务的损失或未能实现预期的储蓄而产生的或与其相关的任何损失；
6.7.2. any loss of goodwill or reputation or any special, indirect or consequential losses;	6.7.2. 任何信誉或名誉损失，或任何特殊、间接或继发的损失；
6.7.3. any damages arising from failure by the User to use the Site and/or the WGSN Content in accordance with the Agreement; or	6.7.3. 由用户未能根据协议使用网站和/或WGSN 内容而产生的任何损失，或
6.7.4. third party claims of any kind.	6.7.4. 第三方任何形式的索赔。
7. INDEMNIFICATION	7. 赔偿
7.1. Client shall be liable to WGSN for all and any breaches of the Agreement by Client and/or the User and any other third party using the ID or WGSN Deliverables accessed through the Client or User(s) and hereby agrees to indemnify and hold WGSN, its employees, agents, officers, directors and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees) which WGSN may suffer or incur in connection with or arising from any breach of the Agreement by Client or the User(s) or any such third parties.	7.1. 客户应对由客户和/或用户及任何第三方通过客户或用户使用ID 或WGSN 提供资料导致一切任何违约承担责任，如果WGSN 遭受了由于客户或其用户或第三方违约所导致的损害，客户据此同意赔偿并避免WGSN、其雇员、代理方、管理人员、主管和其他代表由于WGSN 可能遭受或引起的与由客户违约相关或产生的任何债务、损害、索赔、行动、费用和支出（包括法定费用）所产生的这种损害。
8. TERMINATION	8. 终止
8.1. The Master Terms are framework terms and conditions which, once signed by the parties, will come into effect each time a Purchase Document is signed by the Client and a WGSN Authorised Signatory.	8.1. 主条款为框架条款，一经双方签署，且客户和WGSN 授权签署人签署了订购文件，这时主条款即生效。
8.2. The Agreement shall (subject to suspension and/or early termination in accordance with these Master Terms):	8.2. 协议应(根据主条款，受到中止和/或提前终止的约束)：
8.2.1. in relation to Purchase Documents for WGSN Content and/or Advisory Services, continue for the Term, and continue thereafter for each Renewal Term unless earlier terminated in accordance with the Agreement; or	8.2.1. 持续执行与WGSN 内容和/或方向性顾问指导有关的订购文件中的周期以及之后的续约周期，除非根据协议事先终止；或
8.2.2. in relation to Purchase Documents for Bespoke Consulting, continue for the period set out in the Purchase Document for Bespoke Consulting.	8.2.2. 根据订购文件中规定的日期继续提供与WGSN 内容和/或方向性顾问指导相关的专业顾问服务。
8.3. Either party may terminate the Agreement (in whole or with respect to particular Purchase Documents only) with immediate effect by	8.3. 任何一方可以通过书面通知形式将以下内容通知另一方而使终止协议(全部或仅与特殊订购文件相关的部分)，终止在书面通知作出后立即

written notice to the other:	生效：
8.3.1. if the other party commits a material breach of the Agreement which is not remediable, or (where the breach is capable of remedy) is not remedied within 30 days after being required by notice to do so;	8.3.1. 如果另一方实质性地违反了协议，且该错误无法挽回或者（违约能够补救）在通知要求补救后 30 日内未进行补救；
8.3.2. for convenience upon written notice at any time after the expiration or termination of all Purchase Documents executed hereunder; or	8.3.2. 为方便起见，当根据本文签订的所有订购文件期满或被终止后的任何时间作出书面通知后；或
8.3.3. if the other party becomes or is declared insolvent or takes formal steps to commence bankruptcy (including the making of a bankruptcy order) or makes or proposes any composition with its creditors or the appointment of a receiver or similar officer over or in respect of some or all of its assets or takes any steps to enter into an insolvency process including without limitation the appointment of a liquidator, administrative receiver, administrator, provisional liquidator, receiver or any other office holder over or in respect of some or all of its assets or the filing of any papers at court in respect of a moratorium or the taking of any steps for dissolution or strike off.	8.3.3. 如果另一方无力偿债或宣布破产或有开始正式的破产程序（包括开始执行破产命令），组成或提议其债权人、接收人或类似管理人员合并或指定其部分或全部资产，采取步骤进入破产程序，包括但不限于指定债务清算人、管理接收人、管理者、临时债务清算人、接收者或任何其他官方持有人，清算其部分或全部资产，或整理在法院使用的与暂停或采取解散或停业步骤相关的任何文件。
8.4. Without prejudice to Clause 8.3, where WGSN reasonably believes that Client has breached the terms of the Agreement (including by late payment of any invoices submitted or misuse of the ID, WGSN may terminate the Agreement with immediate effect or temporarily suspend Client access to the WGSN Content and/or Services (without refund of any Charges).	8.4. 在不违反第 8.3 条款的要求时，当 WGSN 合理地相信客户已违反协议条款（包括延迟支付提交的任何发票或误用 ID），WGSN 可以立即终止或临时中止客户访问 WGSN 内容和/或服务（不退还任何费用）。
8.5. A Purchase Document may include additional termination provisions applicable only to such Purchase Document. Subject to Clause 8.3, the termination of an individual Purchase Document will not affect any other Purchase Document.	8.5. 订购文件可以包括仅适用此类订购文件的附加终止条款。根据第 8.3 款的规定，个别订购文件的终止不得影响其他任何订购文件。
8.6. Notwithstanding termination or expiry of the Agreement or any individual Purchase Document, any provisions in the Agreement that by their nature are intended to survive expiration or termination of the Agreement shall continue to have full force and effect.	8.6. 尽管协议或任何个别订购文件终止或期满，协议中具有在终止或期满后持续有效的性质的条款将保持完整效力。
8.7. The Charges shall be refunded to Client on a pro rata basis in the event of termination by Client pursuant to Clauses 8.3.1 or 8.3.3. In the event of termination for any other reason there shall be no refund of any Charges paid by the Client.	8.7. 若客户根据第 8.3.1 或 8.3.3 条款终止了合同，应按比例向客户退还费用。如果由于任何其他原因终止合同，将不退还客户支付的任何费用。
9. CONSEQUENCES OF TERMINATION	9. 终止的结果
9.1. Immediately following the expiry or termination of a Purchase Document or the Agreement (as applicable), Client will (i) procure that all Users and members of the Entity cease using the WGSN Content and the ID; and (ii) permanently delete from their records and storage media and destroy all copies of the WGSN Content or any parts thereof in Client's possession or under Client's control within 10 days of the expiry of the relevant Purchase Document. Upon termination, WGSN shall also be entitled to suspend all access to the WGSN Content and/or the Services provided under the applicable Purchase Document(s).	9.1. 订购文件或协议（有适用性）过了有效期或其被终止时，WGSN 应 (i) 促使所有用户及实体成员停止使用 WGSN 内容和 ID；(ii) 在相关订购文件期满后 10 天之内，永久性地将其记录和存储介质中的内容删除，销毁所有 WGSN 内容副本或客户拥有或在其控制范围内的任何内容。一旦终止，WGSN 也有权中止订购文件规定的对 WGSN 内容和/或服务的访问。
9.2. If WGSN so requests, Client shall provide WGSN with written confirmation (in the form required by WGSN) that Client has complied with Clause 9.1 (the "Confirmation"). If WGSN does not receive the Confirmation within 28 days of such request, WGSN may charge Client an amount equal to the greater of (i) 65% of the Charges; or (ii) three months of the then current charges for the WGSN Content (in the case of free trials where no Charges are included) (the "Reduced Charge"). Following payment of the relevant Reduced Charge the Client will be able to use all WGSN Content downloaded in accordance with the Agreement up to the date of the Confirmation.	9.2. 如果 WGSN 有要求，客户应根据条款 9.1 中的要求向 WGSN 提供书面确认书（按照 WGSN 的要求提供）。WGSN 提供书面的确认书（按 WGSN 要求的格式），确认客户已符合第 9.1 款的要求（下称“确认书”）。如果 WGSN 在要求的 28 日内未收到确认书，WGSN 可向客户收取等于或大于以下金额的费用：(i) 费用的 65%；或 (ii) 三个月的 WGSN 内容当前费用（免费时自由试用）（“降低的费用”）。当支付相关的降低费用后，客户可使用根据协议下载的所有 WGSN 内容，直到确认日期。
10. CONFIDENTIALITY	10. 机密性
10.1. Save as expressly permitted hereunder, each party will keep confidential the terms of the Agreement as well as any other Confidential Information disclosed to it by the other party provided this shall not apply to any information which:	10.1. 除非本文特别许可，任何一方不得将协议条款和其他保密信息泄露给第三方，但是这种情况不适用以下行为：
10.1.1. is/ becomes public knowledge other than by breach of this Clause 10;	10.1.1. 成为公开信息的情况，因违反条款 10 中的规定而导致的泄露除外；
10.1.2. is in the possession of the Receiving Party without restriction in relation to disclosure before the receipt date from the Disclosing Party;	10.1.2. 在披露方接受日期前归接收方所有且在披露时没有限制的情况；
10.1.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;	10.1.3. 由第三方接收且是通过合法途径获得，并且第三方对限制泄露不负责任的情况；

10.1.4. is independently developed by the Receiving Party without access to the Confidential Information; or	10.1.4. 由接收方未访问机密信息而独立开发的情况；或
10.1.5. is required to be disclosed by operation of law, government regulation, or order of a Court of competent jurisdiction, providing the Receiving Party first gives written notice of such required disclosure to the Disclosing Party.	10.1.5. 因法律、政府规定或有司法权的法院命令而必须披露，且接收方事先提供要求披露消息的书面通知给披露方的情况下。
10.2. The obligations with respect to Confidential Information shall survive termination of the Agreement and continue for as long as such information remains confidential.	10.2. 与机密信息相关的责任应在协议终止时持续有效，只要此类信息为仍为机密信息。
11. PRIVACY POLICY	11. 隐私政策
11.1. The Client consents to use of the Client and User details in accordance with the Privacy Policy.	11.1. 客户同意根据隐私政策使用客户和用户资料。
12. GENERAL	12. 一般条款
12.1. The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and the Courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Agreement.	12.1. 协议应根据英国和威尔士法律规管和解释。英国法院应有独家司法权解决由协议产生或与协议相关的任何争议。
12.2. Client may not assign, sub-license or otherwise transfer any of its rights or obligations under the Agreement without the prior written agreement of a WGSN Authorised Signatory, which shall not be unreasonably withheld or delayed.	12.2. 未经 WGSN 授权签署人的事先书面同意，客户不得指定、发放从属许可证或转让其不得不合理持有或延迟的任何协议权利或责任。
12.3. Neither party will be held in breach of the Agreement in the event of any delay or failure to perform its obligations by reason and to the extent and duration (only) of any Force Majeure event.	12.3. 当因任何原因延迟或没有履行其责任时，任何一方应对违反协议承担责任（仅限于不可抗力情况）的范围和期限。
12.4. No right, power or remedy conferred upon or reserved for WGSN is exclusive of any other right, power or remedy available to WGSN provided either under the Agreement or as a matter of law and each such right, power or remedy shall be cumulative.	12.4. 授予 WGSN 或由其保留的权利、权力或补偿权为 WGSN 的独家权利、权力或补偿权，在该协议或者在法律规定范围内，各项此类权利、权力或补偿权应是累积的。
12.5. In the event that any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.	12.5. 当协议的任何规定无效或无法实施时，协议的其余规定仍具有同等效力和作用。
12.6. No person who is not a party to the Agreement, including but not limited to the User, shall have any rights under or in connection with the Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement shall not be subject to the consent of any third party.	12.6. 非协议方的任何人员，包括但不限于用户，在本协议下没有任何权利，虽然借助合同（第三方权利）法案 1999，以及终止、废除或同意变更、放弃或处理本协议的权利，这些人员将受到任何第三方同意的限制。
12.7. The Agreement is the complete agreement between WGSN and Client regarding the WGSN Content, Advisory Services and/or or Bespoke Consulting (as applicable). Any Client terms or conditions contained in, or incorporated by reference into, a purchase order, confirmation or other document submitted by Client which purport to vary or supersede the Agreement shall be of no effect. Each of the parties agrees that in entering into the Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in the Agreement.	12.7. 关于 WGSN 内容、方向性顾问指导和/或专业顾问服务（如果适用）的协议对 WGSN 和客户来说是完整的协议。包含在以下文件中的任何客户条款或由引用文件构成的客户条款应无效，这些文件包括由客户发放的声称是改变或取代协议的订购文件，确认函或其他文件。各方同意签订本协议，它不依赖于其他人员的任何声明、陈述、保证、理解函、任务书、承诺或其他人员的保证，不包括协议中规定的人员。
12.8. The Agreement may not be changed or amended except in writing signed by both parties.	12.8. 除非由双方书面签署，否则，不得变更或修改协议。
12.9. Where the Agreement has been translated into a language other than English and there is any inconsistency between the interpretation of the English version and the translated version, the meaning under the English version shall prevail.	12.9. 当协议已被翻译为英语以外的某种语言时，如果英语和译件之间的解释有任何不一致，应以英语版本为标准。

FOR SIGNATURE WHEN CONCLUDED WITH A PURCHASE DOCUMENT.

签订订购文件时签署

WGSN Authorised Signature (CEO and direct reports)

WGSN 授权签署人（首席执行官和直接下属）

Signature:

签名：

Date:

日期：

Print Name:

正楷签名：

Job Title:

工作职位：

The signatory confirms that they have full authority to sign on behalf of Client

授权签署人确认其已被完全授权代表客户签名

Signature:

签名：

Date:

日期：

Print Name:

正楷签名：

Job Title:

工作职位：

Full Client Name:

客户全名：

Address:

地址：

Country:

国家：

