

## Terms & Conditions

### 条款与条件

Effective 1 April 2016

2016 年 4 月 1 日 生效

This Terms and Conditions document (the **Agreement**) is a legal contract between the client organization or individual (**Client**) identified in a CTIC WGSN order form (**Order Form**), and **CTIC WGSN China Limited**, a company incorporated in the People's Republic of China with company registration number 91310000MA1J158R7C and registered office at Floor 5, Building 29, No.1 Lane 618, Dingyuan Road, Songjiang District, Shanghai, PRC (达帛商务咨询 (上海) 有限公司) (**CTIC WGSN**), that governs your use of any of WGSN's online services (and the applications available thereon) available at the websites and related apps (**Sites**) for which access has been purchased pursuant to the Order Form including WGSN's mobile applications (together the **Services**). Your acceptance of the Order Form constitutes an application to use the Services pursuant to the terms of this Agreement, and by clicking the "I agree" button on the Sites, accessing or using the Services, or signing the Order Form, you confirm your agreement to be bound hereby. To the extent there is any conflict between this Agreement and any other terms and conditions, this Agreement shall take precedence. To the extent there is any conflict between this Agreement and the Order Form, the Order Form shall take precedence.

本条款与条件文件 (协议) 是由达帛商务咨询 (上海) 有限公司订单 (订单) 所确认的客户组织或个人 (客户) 与达帛商务咨询 (上海) 有限公司订立的合法合同。达帛商务咨询 (上海) 有限公司是一家在中华人民共和国设立的公司, 公司注册号为 91310000MA1J158R7C, 注册地址为上海市松江区鼎源路 618 弄 1 号 29 栋 5 层 (达帛商务咨询 (上海) 有限公司)。本协议规制您依据订单购买访问权限后对网站及相关手机应用 (站点) 上可获得的任何 WGSN 在线服务 (以及站点上可获得的应用程序) (包括 WGSN 移动应用) (合称服务) 的使用。您接受订单的行为构成申请根据本协议条款使用服务, 且通过点击站点上“我同意”按钮、访问、使用服务或签署订单的行为视为您确认同意受本协议约束。若本协议与任何其它条款和条件之间存在任何冲突, 应以本协议为准。若本协议与订单之间存在任何冲突, 应以订单为准。

If you are entering into this Agreement on behalf of an organization, you represent and warrant that you have the authority to bind such organization. Any person who has access to the Services by virtue of being designated by the Client as an individual user of the Services (an **Authorized User**) similarly agrees to be bound hereby. If you are entering into this Agreement on behalf of an educational institution, then your Authorized Users are strictly limited to students, faculty and staff; no alumni may be granted access.

如果您代表一个组织签署本协议, 您陈述并保证您有权约束该组织。任何因客户指定而有权访问服务的作为该服务的个人用户的个人 (授权用户) 同样同意受本协议约束。如果您代表一个教育机构签署本协议, 那么您的授权用户被严格限定在在校学生、教员和员工的范围内; 毕业生不得被授予访问权限。

All references to "us," "our" and "CTIC WGSN" in this Agreement are intended to refer to CTIC WGSN (as defined above). All references to "you," "your" and "user" in this Agreement are intended to refer to the Client and all Authorized Users. WGSN refers to WGSN Limited, a company registered in England and Wales with registered number 435820 and registered address c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1A 5BP, United Kingdom.

本协议中所有提及“我们”、“我们的”和“达帛商务咨询(上海)有限公司”的指称意指达帛商务咨询(上海)有限公司(定义见前文)和其关联方。本协议中所有提及“您”、“您的”和“用户”的指称意指客户和所有授权用户。WGSN 是指 WGSN LIMITED, 一家在英格兰和威尔士注册的公司, 注册号为 435820, 注册地址为 c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1A 5BP, United Kingdom。

## 1. Use of Services

### 使用服务

(a) CTIC WGSN grants you a, non-transferable, non-exclusive, limited right to access the Services in the People's Republic of China (excluding Macau, Taiwan and Hong Kong) (**Territory**), provided that you fully comply with the terms and conditions of this Agreement.

在您完全遵守本协议条款和条件的情况下, 达帛商务咨询(上海)有限公司授予您在中华人民共和国(不包括澳门、台湾和香港)(**区域**)内获取服务的不可转让的、非独占的有限权利。

(b) You agree that you will use data, materials and information that comprise the Services, including visual interfaces, text and written compositions, videos and other audiovisual works, pictorial works such as images, photographs, graphics, pictures, illustrations, and designs, audio recordings and musical compositions, compilations, reports, and any other works of authorship (**Content**) that you access through use of the Services, only in accordance with the terms and conditions of this Agreement.

您同意您将仅根据本协议条款与条件使用构成服务的数据、资料和信息, 包括您通过使用服务获取的可视化界面、文本和书面作品、视频和其它视听作品、图像作品(例如影像、照片、绘画、图画、插图和设计)、录音和音乐作品、汇编、报告和任何其它著作权作品(**内容**)。

(c) Certain areas of the Sites may only be open to you if you are a paid subscriber to that portion of the Site(s) or will only be available for a limited period of time. Any time limit applying to your access and use of any of the Sites will be set out in the Order Form.

站点上的特定区域仅在您是站点该部分的付费用户时向您开放或仅在限定时间内开放。任何针对您访问和使用站点的时间限制将在订单中列明。

(d) Certain Content that CTIC WGSN license from third parties may be subject to additional guidelines or rules that will be clearly posted on the Sites. You are also subject to any such guidelines and rules.

第三方授权达帛商务咨询(上海)有限公司的特定内容可能受制于另外的指南或规则, 该等指南或规则将明示于站点。您也受制于任何该等指南和规则。

(e) The Content is protected by trademarks, service marks, copyrights, and other intellectual property rights owned by CTIC WGSN or its Content providers. You agree not to misuse in any way the Content or the Services, including any infringement of trademarks, service marks, copyrights or other intellectual property rights comprised in the Content or Services.

受达昂商务咨询(上海)有限公司或其提供者拥有的商标、服务商标、著作权以及其它知识产权的保护的相关内容。您同意不以任何方式滥用内容或服务,包括任何对内容或服务中包含的商标、服务商标、著作权或其它知识产权的侵权。

(f) You agree not to use the Services for any illegal, unethical, fraudulent, misleading, or objectionable purpose or in breach of any applicable law, regulation, or agreement, including but not limited to the Privacy and Electronic Communications Regulations 2003, the Regulation on Personal Information Protection in Telecommunication and Internet or regulations regarding unsolicited email marketing, and other relevant laws or regulations in China.

您同意不将服务用于任何非法的、不道德的、欺骗性的、误导的或反动的目的,或不在使用服务时违反任何适用法律、条例或协议,包括但不限于2003年《隐私和电子通信条例》、《电信和互联网用户个人信息保护规定》或关于未经请求的电子邮件营销的其它条例,以及中国的相关法律、法规等。

(g) You agree not to rent, lease, loan, sell, allow, or otherwise provide access to the Services to anyone other than Client and Authorized Users.

您同意不将服务的访问权限以出租、租赁、借用、出售、准许或以其他方式提供给除客户和授权用户以外的任何人。

(h) The Client agrees to take necessary measures to procure and ensure the compliance by its Authorized Users with the terms and conditions set forth in this Agreement governing the use of the Services.

客户同意采取必要措施促成和保证其授权用户遵守本协议中列明的规制服务使用的条款和条件。

## **2. Changes to Sites and Availability of the Sites**

### **更改站点和站点可访问性**

(a) As part of its policy of updating and improving the Sites, CTIC WGSN reserves the right, at its discretion, to make changes to any part of or the whole of the Sites (including by way of substitution).

作为站点更新和改进政策的一部分,达昂商务咨询(上海)有限公司保留根据其自身判断对站点任何部分或全部进行更改(包括通过替换的方式)的权利。

(b) CTIC WGSN shall use its reasonable endeavours to provide reliable access to the Sites, provided that CTIC WGSN does not undertake or warrant that access to the Sites will be uninterrupted. The Client shall promptly report any fault in relation to the access to the Sites by telephone or electronic mail to CTIC WGSN at the appropriate numbers or addresses shown on the Sites that CTIC WGSN may from time to time provide. Upon receipt of a fault report, CTIC WGSN will endeavour to take all proper steps without undue delay to correct

the fault. CTIC WGSN does not undertake to provide any technical or user support in relation to any hardware (including peripherals), software, products or services used by the Client to access the Sites.

达帛商务咨询(上海)有限公司应尽其合理努力提供可靠的站点访问通道,但前提是达帛商务咨询(上海)有限公司不承担或保证站点的访问通道不会中断。客户应立即通过达帛商务咨询(上海)有限公司不时在站点上提供的恰当的电话号码或邮件地址以电话或电子邮件的方式向达帛商务咨询(上海)有限公司报告任何与访问站点有关的故障。在收到故障报告后,达帛商务咨询(上海)有限公司应努力采取所有恰当措施,不得无故拖延修复故障。达帛商务咨询(上海)有限公司不承诺提供任何与客户访问站点时使用的硬件(包括外部设备)、软件、产品或服务有关的技术或用户支持。

(c) From time to time, CTIC WGSN may:

达帛商务咨询(上海)有限公司可不时:

(i) temporarily suspend for the purpose of emergency repair, maintenance or improvement, all or part of the Sites without notice;

未经通知,为紧急修理、维护或改进之目的,临时暂停全部或部分站点。

(ii) temporarily suspend all or part of the Sites for scheduled support and maintenance by providing notifications and giving reasonable notice of such suspensions; and/or

为预定的支持和维护而临时暂停全部或部分站点,并对该等暂停提供通知和给予合理通知;和/或

(iii) vary the technical specification of the Sites for operational or any other reason provided that there is no material detriment to the operation of the Sites.

为运营或任何其它理由而改变站点技术规范,但前提是对站点的运营不存在严重损害。

(d) The Client acknowledges that there are special risks attached to the transmission of information by electronic, online or similar means and that CTIC WGSN is not responsible for the loss or corruption of information (including Confidential Information) in transmission by these means.

客户承认通过电子、在线或类似方式传输信息附带有特殊风险并且达帛商务咨询(上海)有限公司对该等方式传输过程中的信息(包括保密信息)损失或腐败不承担责任。

### **3. Registration**

#### **注册**

(a) The Client warrants that the information the Client has given in the Order Form is accurate and complete.

客户保证其在订单中提供的信息是准确和完整的。

(b) To use the Sites, you must register and provide CTIC WGSN with accurate and complete registration information.

为使用站点，您必须注册并向达帛商务咨询（上海）有限公司提供准确和完整的注册信息。

(c) It is your responsibility to update your registration data and promptly inform CTIC WGSN of any changes to your information by contacting your account manager.

您有义务更新您的注册数据并通过联系您的客户经理立即将您任何的信息变更通知达帛商务咨询（上海）有限公司。

(d) For subscription services, as part of the registration process, CTIC WGSN shall assign to the Client or, at the discretion of CTIC WGSN, shall allow the Client to select, a user name and password. Each registration is for a single user only unless otherwise set out in the Order Form.

作为注册程序一部分，为订阅服务，达帛商务咨询（上海）有限公司应向客户分配一个用户名和密码或，依据达帛商务咨询（上海）有限公司判断允许客户选择一个用户名和密码。除非订单中另有规定，每次注册仅针对一名用户。

(e) Each additional Authorized User appointed by the Client shall be assigned (or selected at the discretion of CTIC WGSN) a separate user name and password for access to the Sites; provided, however, that for educational institutions, Authorized Users are not required to register individually.

每一个被客户指定的额外授权用户均应分配（或依据达帛商务咨询（上海）有限公司自身判断选择）一个单独的用户名和密码用于访问站点；但是，对于教育机构，授权用户无需单独注册。

(f) CTIC WGSN does not permit any sharing by more than one person of a user name and password or access to the Sites through a single name being made available to multiple users on a network; provided, however, that the foregoing restriction does not apply to educational institutions.

达帛商务咨询（上海）有限公司不允许多人分享一个用户名和密码或在互联网上多名用户通过一个用户名访问站点；但是，上述限制不适用于教育机构。

(g) You agree that you will not allow others to use your user name and password, and you are solely responsible for maintaining the confidentiality and security of your account. You agree to notify CTIC WGSN immediately of any known or suspected unauthorized use of your user name and/or password.

您同意您不会允许他人使用您的用户名和密码，且您自行负责维持您的账号的保密性和安全。您同意就任何已知的或疑似的未经授权使用您的用户名和/或密码的行为立即通知达帛商务咨询（上海）有限公司。

#### **4. Fees; billing**

## 费用；账单

(a) You agree to pay to CTIC WGSN, in advance, the non-refundable fee for access to the Services as specified in the Order Form (the **Fee**). All invoices in respect of the Fee are due and payable by you upon receipt of the relevant invoice unless otherwise stated on the Order Form. You acknowledge that access to the Services may not be granted until payment of any Fee is received by CTIC WGSN, and such access prior to payment of the Fee shall be granted at the sole discretion of CTIC WGSN unless otherwise stated on the Order Form.

您同意为访问服务按照订单的明确规定向达帛商务咨询（上海）有限公司预先支付不可退款的费用（费用）。除非订单另有规定，在您收到有关费用的发票时，所有相关发票均到期并应由您支付。您承认在达帛商务咨询（上海）有限公司收到支付的费用之前，达帛商务咨询（上海）有限公司可能不会授权访问服务，并且，除非订单另有规定，应依照达帛商务咨询（上海）有限公司独立判断授权该等在支付费用之前的访问。

(b) Unless otherwise stated, you are responsible for any taxes that you are obligated to pay or that CTIC WGSN may collect from you in connection with your purchase of the Services. If you do not pay the sales or other taxes or fees on a transaction, you will be responsible for the taxes or fees in the event they are later determined to be payable on the Services, and CTIC WGSN reserves the right to collect the taxes or other related fees from you at any time. In certain jurisdictions, CTIC WGSN may be required to collect and remit sales tax or any similar taxes (such as business tax or VAT under Chinese law) in connection with your purchase of Services. Any such taxes will be added to the agreed Fee and reflected on your invoice.

除非另有规定，您应负责任何您有义务支付的或达帛商务咨询（上海）有限公司可从您处收集到的有关您购买服务的税费。若您在一项业务中不支付销售税或其它税费或费用，如果之后被确定为服务的应付税费或费用，您有义务承担该等税费或费用，并且达帛商务咨询（上海）有限公司保留在任何时间从您处收取税费或其它有关费用的权利。在特定管辖区域，达帛商务咨询（上海）有限公司可能被要求收取并汇付有关您购买服务的销售税或类似税收（如中国法律项下的营业税或增值税）。任何该等税费将被添加到已同意的费用中并反映在您的发票中。

(c) In addition to the charges set forth above in paragraphs 4(a) and 4 (b), you may incur and are responsible for all charges associated with connecting to the Sites, including all telephone access lines, telephone and computer equipment and any service fees necessary to access the Sites.

除前述第 4 ( a ) 和 4 ( b ) 条中列明的收费之外，您会产生并应负担所有与连接至站点有关的收费，包括电话接入线路、电话和电脑设备和所有访问站点必要的服务费。

(d) For subscription services, you acknowledge and agree that CTIC WGSN shall with effect from each anniversary from the start of your subscription (as set out in the Order Form) be entitled to increase the Fee by an amount equal to the higher of: i) the annual Consumer Price Index in Shanghai, or ii) 3%, without prior notification to you.

为订阅服务，您承认和同意，自您的订阅（于订单中规定）开始起的每一个周年，达帛商务咨询（上海）有限公司无需事先通知您即有权增加费用，增加的费用相等于以下较高者：i）上海的年度居民消费价格指数，或 ii）3%。

(e) Without prejudice to any other rights and remedies available to CTIC WGSN, CTIC WGSN shall be entitled to charge you statutory interest (at the then current rate) on any overdue amount under this Agreement, accruing on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgment and compounding every 90 days.

在不损害达帛商务咨询（上海）有限公司可取得的任何其它权利和救济的情况下，无论是否经过判决，达帛商务咨询（上海）有限公司应有权就本协议下任何逾期款项向您收取法定利息（以当时的利率计算），自逾期款项应付之日起至实际支付之日按日累计并每 90 日复合。

(f) If you are acquired by or acquire a third party which itself possesses a subscription to a Site, with effect from expiry of either your subscription or the third party's subscription (whichever occurs soonest), the parties may agree to replace or amend this Agreement to reflect the increased number of users and the accompanying increase in the Fee.

若您被某一第三方收购或收购某一第三方且该第三方自身拥有对站点的订阅，自您或第三方订阅到期之日（以先发生的时间为准）起，双方可同意更换或修订本协议以反映用户增加的数量和附随增加的费用。

## 5. Usage of content

### 内容使用

(a) With respect to Content located on the Sites in the “Design Library” (but excluding any Content which is clearly copyrighted to a third party), CTIC WGSN hereby grants you a non-transferable, non-exclusive, limited license in the Territory to do the following, solely for your information, product design, development, inspiration, research and manufacturing purposes: view, download and print such Content and create derivative works of pictorial works such as images, photographs, graphics, pictures, illustrations, and designs included within the Content and use your derivative works on or in your products; provided, however, that in the case of subscribing educational institutions and their Authorized Users, your use is limited to non-commercial, educational use only. Please note that CTIC WGSN disclaims all warranties in relation to such Content including any warranties of title, merchantability, or fitness for a particular purpose, and such permitted use in accordance with this paragraph is solely at the Client’s own risk.

对于站点的“设计资料库”中所载的内容（明显是第三方著作权的内容除外），达帛商务咨询（上海）有限公司授予您在区域内不可转让的、独占的、有限的许可而从事以下行为，且这些权利仅供您知晓以及为您产品设计、开发、启发、研究和制作之目的：浏览、下载并打印内容并创造图像作品（如包含在内容中的影像、照片、绘画、图画、插图和设计的衍生作品）；在您的产品中使用这些衍生作品。但前提是，对于教育机构订阅用户及其授权用户而言，您的使用目的仅限于非商业的教育用途。请注意达帛商务咨询（上海）有限公司不会对该等内容做出

保证，包括为一个特定目的的任何权利保证、可销性保证或质量保证，并且依据本条款的该等许可使用风险由客户独自承担。

(b) Save in respect to Content located on the Sites in the “Design Library” (but excluding any Content which is clearly copyrighted to a third party), the following are strictly forbidden and represent a breach of this Agreement, unless prior written consent is obtained from CTIC WGSN or the relevant third party Content provider:

除了站点的“设计资料库”中所载的内容（明显是第三方著作权的内容除外），除非获得达昂商务咨询（上海）有限公司或其他相关第三方内容提供者的事先书面同意，以下行为将被本协议严格禁止且被视为违反本协议：

(i) Incorporation of Content in promotional items and products (including but not limited to greeting cards, t-shirts, postcards, posters, phone cards, credit cards, templates, CD covers, cassette covers, board games, and calendars), magazines, newspapers, advertising, editorials, catalogs, flyers, brochures, disposable packaging, book covers, and educational textbooks;

将内容植入促销项目和产品（包括但不限于贺卡、T 恤、明信片、海报、电话磁卡、信用卡、模板、CD 封面、磁带封面、棋牌游戏和日历）、杂志、报纸、广告、期刊、商品目录、传单、手册、一次性包装、书籍封面和教科书；

(ii) Incorporation of Content in any electronic or digital materials including screensavers, electronic greeting cards, websites, broadcast video, and multimedia including film and video, and CD ROMs;

将网站内容植入任何电子或数码资料包括：屏幕保护程序、电子贺卡、网站、视频广播和多媒体（包括电影、录像和 CD 光盘）；

(iii) Resale of Content in any form;

将内容以任何形式转售；

(iv) Incorporation of names or likenesses of individuals from Content on or in your products;

将内容中的个人的姓名或类似信息植入或嵌入到您的产品中；

(v) Incorporation of distinctive locations, buildings, businesses, personal property or products from Content on or in your products;

将内容中特定的场所、建筑、商业、个人财产或产品植入或嵌入到您的产品中；

(vi) Use of CTIC WGSN, WGSN or third party trademarks, trade names or service marks on or in your products; or

将达昂商务咨询（上海）有限公司、WGSN 或第三方的商标、商号或服务标识植入或嵌入到您的产品中；或



(vii) Use, or permitting the use of, Content or any other information on the Sites for generating any statistical information which is sold, rented published, furnished or in any manner provided to a third party.

使用或允许他人使用站点的内容或其它任何信息以生成任何可以出售、出租、出版或其他任何方式提供给第三方的数据信息。

(c) Distribution of Content to parties outside of the Client organization. You may provide pictorial works such as images, photographs, graphics, pictures, illustrations, and designs included within Content 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, subject to you being responsible at all times for the actions of such suppliers, vendors, independent contractors and consultants, and for the avoidance of doubt any other third parties with whom you share any Content, for any breach of the terms of this Agreement. The sharing of such works for the purposes stated in this paragraph is at your discretion but in no way absolves you from the full responsibilities for all terms and conditions contained within this Agreement.

将内容传播至客户组织以外的一方。只有出于协助您有关产品设计、开发、启发、研究和制造的目的，您才可以向您的供应商、独立承包商以及顾问提供图像作品，例如包括在内容的影像、照片、绘画、图画、插图和设计，并且您始终需要为您的供应商、独立承包商以及顾问（为免生疑问任何您分享内容的其它第三方）违反本协议条款的行为负责。您有权决定在本条款所列出的目的范围内分享这些作品，但不能免除你包含在本协议内所有条件和条款中的全部责任。

(d) Any requests to republish or redistribute Content should be addressed to [legal@wgsn.com](mailto:legal@wgsn.com) in English and should not be considered authorised unless and until validly approved in writing by WGSN.

任何重新发布或公布内容的请求应以英文发送至 [legal@wgsn.com](mailto:legal@wgsn.com) 并且在未得到 WGSN 有效书面许可前不应被视为获得授权。

(e) CTIC WGSN may provide e-mails or other prompts containing Content. Your use of the Content received through the e-mails or other prompts will be subject to the terms and conditions of this Agreement.

达帛商务咨询（上海）有限公司会提供包含内容的电子邮件或其它快讯。您使用通过电子邮件及其它快讯形式收到的内容应该受制于本协议的条款。

(f) Copyright in any software that is made available to you for download from the Sites (**Software**) belongs to CTIC WGSN or its Software suppliers. You may not install or use any Software unless you agree to be governed by the terms of any license agreement that accompanies or is included with the Software.

您可以在站点上下载的软件（**软件**）中的著作权属于达帛商务咨询（上海）有限公司或其软件供应商所有。除非您同意遵守软件附随的或包含的许可协议条款，否则您不得安装或使用任何软件。

(g) You acknowledge that the Content is only for your general information and use and does not constitute any form of advice, recommendation or arrangement by CTIC WGSN and is not intended to be relied upon by you in making any specific business or investment decisions. Any reliance by you upon any advice, opinion, statement or other information displayed or distributed through the Sites is at your sole risk.

您确认内容仅供您知晓以及使用，并不构成达帛商务咨询（上海）有限公司提供的任何形式的建议、推荐或安排，且您做的任何具体的商业或投资决策均不依赖于这些内容。您将独自承担因依赖站点所展示或发布的任何建议、意见、声明或其他信息而产生的风险。

(h) Any use of the Services other than as specifically permitted above in this paragraph 5 is prohibited.

除了以上本第 5 条具体允许事项之外的对服务的任何使用都是禁止的。

## 6. Your content

### 您的内容

(a) You are solely responsible for any Content that you upload to the Sites or transmit through the Sites, and you represent, warrant and agree that:

您独自对您上传至站点或通过站点传播的任何内容负责，并且您陈述、保证并同意：

(i) Such Content will not be unlawful, harmful, threatening, harassing, defamatory, obscene, pornographic, vulgar, invasive of another's privacy or right of publicity, or infringing of a third party's intellectual property rights;

该内容不会是违法的、有害的、威胁性的、骚扰性的、诽谤的、淫秽的、色情的、粗俗的、侵犯他人隐私或公开权的，或侵害任何第三方的知识产权的；

(ii) Such Content will not be hateful, racially, ethnically, or otherwise objectionable, encouraging of conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law;

该内容不会是仇恨的、种族性的、民族性的或反动的，也不会鼓励可能构成犯罪的行为、引起民事责任的行为，也不会鼓励违反任何适用的地方、州、国家或国际法律的行为；

(iii) You have all necessary rights to such Content;

您对该内容享有全部必要的权利；

(iv) Such Content will not harm minors in any way, including transmitting content that violates federal, state, international or any other child pornography laws, child sexual exploitation laws or laws prohibiting the depiction of minors engaged in sexual conduct;

这些内容不得以任何方式损害未成年人的权益，包括传播任何违反联邦、州、国际法或任何其他保护未成年人不受色情侵害法、保护未成年人不受性侵犯法或其他禁止描述未成年人从事性行为法律的内容；

(v) You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any such Content;

您不会为了掩饰任何此类内容的来源而伪造标题或篡改标识；

(vi) Such Content will not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software;

此类内容不会携带软件病毒或其它任何旨在干扰、破坏或限制任何计算机软件运行的计算机代码、文档或系统；

(vii) Such Content will not interfere with or disrupt (or attempt to interfere with or disrupt) the Sites or servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites; or

此类内容不会干扰或破坏（或试图干扰或破坏）站点或连接至站点的服务器或网络，或违反任何连接至站点的网络的要求、程序、政策或规定；或

(viii) You will not provide any information to CTIC WGSN that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose.

您不会向达帛商务咨询（上海）有限公司提供任何错误的或误导性的信息，不会向达帛商务咨询（上海）有限公司提供试图隐瞒您的身份的信息，亦不会向达帛商务咨询（上海）有限公司提供您无权披露的信息。

(b) However, you agree that CTIC WGSN will not be responsible for screening, policing, editing or monitoring any Content posted, viewed, transmitted, reproduced and/or distributed by any person using the Sites, and CTIC WGSN may, at its own discretion, take necessary protection measures against any Content in violation with law as required by applicable laws.

但是，您同意达帛商务咨询（上海）有限公司不负有对使用站点的任何人发出的、浏览的、传播的、复制的和/或散布的任何内容进行筛选、管制、编辑或监控的义务，并且同意达帛商务咨询（上海）有限公司有权根据适用法律对发布的任何违反法律规定的内容采取保护措施。

(c) Your sharing of your Content constitutes permission for use by the recipient according to the terms of this Agreement.

根据本协议的条款您对您的内容的分享构成了对接收者的使用许可。

## 7. Technology

### 技术

You acknowledge that the software, inventions, know-how, databases, data compilations, methods, processes, designs and architecture underlying the Sites (**Technology**) are protected by intellectual property rights. You agree that you will not (and will not allow any third parties to):

您确认构成站点基础的软件、发明、专有技术、数据库、数据编纂、方法、程序、设计及架构（技术）均受知识产权的保护。您同意您不会（也不会允许任何第三方）：

(a) Use any device, robot, spider, other automatic software or device, or any manual process, to interfere or attempt to interfere with the proper working of the Sites, or to monitor use of the Sites, without CTIC WGSN's prior written permission;

在未取得达帛商务咨询（上海）有限公司事先书面许可的情况下，使用任何设备、机器人装置、爬虫程序、其它自动软件或设备，或以任何手动方式干扰或试图干扰站点的正常运行，或监控站点的使用情况；

(b) Take any action that imposes an unreasonable or disproportionately large load on the Sites infrastructure;

采取任何措施给站点基础结构施加不合理或不合比例的负载；

(c) Decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Technology (except that the foregoing restrictions shall only apply to the extent they are allowable under applicable law);

反编译、反汇编或反向工程或试图重建或发现技术的任何源代码、基本理念、算法、文档格式、系统、互用性界面（上述限制性方式仅适用于现行法律所允许的范围内）；

(d) Use any network monitoring or discovery software to determine the Technology, or extract information about usage, individual identities or users;

使用任何网络监视器或搜寻软件确定技术或提取有关用法、个人身份或用户的信息；

(e) Circumvent, disable, or otherwise interfere with security-related features of the Sites, including any features designed to prevent, limit, or restrict use or copying of any Content; or

规避、禁用或干扰站点的安全功能，包括旨在防止、限制或约束使用或复制任何内容的任何功能；或

(f) Bypass robot exclusion headers or other similar measures CTIC WGSN may use to prevent or restrict access to, or caching of, the Sites.

绕过达帛商务咨询（上海）有限公司可能使用的用来防止或限制访问站点缓存的自动排除标题或其他相似的措施。

## **8. Disclaimers**

### **免责声明**

THE SITES, INCLUDING CONTENT, ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY REGARDING CONTENT, SERVICES, UNINTERRUPTED ACCESS, PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SITES, RESULTS OF USE OF

THE SITE OR ANY SOFTWARE LICENSED TO YOU, OR THE AVAILABILITY OR ACCURACY THEREOF. SPECIFICALLY, CTIC WGSN DISCLAIMS ANY WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK.

站点及其内容以“现状”为准，不附带任何形式的保证（无论明示的、暗示的还是法律规定的），这包括不对任何有关站点内容、服务、无间断的访问、通过站点提供的产品或与站点相关的产品、使用站点或任何被授权的软件的后果或站点的可访问性和正确性做出保证。具体而言，达帛商务咨询（上海）有限公司不对所有权、商销性或适用于某一特定目的作任何保证。您对使用站点承担全部风险。

## **9. Limitations of liability**

### **责任限制**

NEITHER CTIC WGSN NOR ANY OF ITS CONTENT PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE SERVICES, INABILITY TO USE THE SITES OR ANY CONTENT ON THE SITES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR (INCLUDING NEGLIGENCE) OR ANY OTHER CAUSE OF ACTION. THIS LIMITATION OF LIABILITY APPLIES (BUT IS NOT LIMITED TO) ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, OR THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF CONTENT OR DATA. YOU SPECIFICALLY ACKNOWLEDGE THAT CTIC WGSN IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. IN NO EVENT WILL CTIC WGSN'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING BUT NOT LIMITED TO THE SERVICES EXCEED THE AMOUNT PAID BY YOU TO CTIC WGSN DURING THE 12 MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION ARISE.

不管是因为违约行为、侵权行为（包括过失）还是任何其他缘由，达帛商务咨询（上海）有限公司及其内容提供商均不对任何由有关服务、不能使用站点或任何站点上的内容所引起的任何间接损失、附带损失、特殊损失或后续损失承担赔偿责任。本责任限制条款适用于由（包括并不限于）以下的原因导致的任何经济损害或人身伤害：运转或传输中的性能故障、错误、遗漏、中断、信息丢失、瑕疵或延迟、电脑病毒、通讯线路故障或内容或数据被盗、内容或数据损坏、未授权访问内容或数据、内容或数据变更及使用。您特别承认达帛商务咨询（上海）有限公司不对其他用户或第三方进行的诽谤、侵害或违法行为承担责任，并且您将独自承担上述行为所造成的伤害风险。在任何情况下，WGSN 因本协议引起的或与本协议有关的（包括但不限于服务）全部损害、损失及其它诉由而所应承担的全部责任不得超过您在该诉由发生之日前 12 个月内支付给达帛商务咨询（上海）有限公司的费用。

Nothing in this paragraph 9 shall limit CTIC WGSN's liability for death or personal injury resulting from CTIC WGSN's negligence or for fraud or fraudulent misrepresentation.

本第 9 条不适用于因 WGSN 的过失或欺诈或欺诈性陈述而造成的死亡或人身伤害。

## 10. Term of agreement; termination; duration of term; automatic renewal

### 协议期间；终止；期限；自动续展

(a) This Agreement shall commence on the date set out on the Order Form. The Agreement shall continue:

本协议自订单上列明的日期开始生效。本协议应：

(i) in respect of a subscription for any of the Services, for the period set forth in the Order Form (**Initial Term**) and thereafter shall continue for further periods equal to the Initial Term on each date following the end of your subscription (each a "**Renewal Period**") unless terminated by you on providing thirty (30) days' prior written notice in Chinese to CTIC WGSN at [China-sales@wgsn.com](mailto:China-sales@wgsn.com); and

就所订阅的任何服务，按照订单中所规定的期限（**初始期限**）存续，并且除非您提前三

十（30）日向达帛商务咨询（上海）有限公司的邮箱 [China-sales@wgsn.com](mailto:China-sales@wgsn.com) 发送中文书面通知，否则本协议将在您每一订阅期结束后自动续展一个与初始期限相同的期限（每一“**续展期限**”）；和

(ii) in respect of all other Services, for the period set forth on the Order Form.

就全部其它服务，按照订单中所规定的期限存续。

(b) If CTIC WGSN in its sole discretion permits you to continue to use the Sites following expiration of the Initial Term or the Renewal Period, the terms and conditions of this Agreement shall continue to apply in respect of such use.

如果初始期限或续展期限到期后，达帛商务咨询（上海）有限公司自行决定许可您继续使用站点，本协议的条件和条款应继续适用于该使用行为。

(c) Either party shall be entitled to terminate the Agreement with immediate effect in the event that the other:

任一方可立即解除本协议，如果另一方：

- (i) commits a material breach of the Agreement that is not remediable, or (where the breach is capable of remedy) is not remedied within fourteen (14) days after being required by notice to do so; or  
重大违反本协议，并且该项违约无法得到救济，或者（该违约可以被救济）该违约在发出补救请求通知的十四（14）日内未得到救济；或
- (ii) 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.

资不抵债或被宣告资不抵债、开始破产的正式程序（包括下达破产令）、与其债权人达成或计划达成和解、就其全部或部分资产任命接管人、或者采取任何进入破产程序的措施包括但不限于任命清算人、行政接管人、管理人、临时清算人、接管人或任何就其全部或部分资产的公务持有人或在法院申报与延期偿付或任何解散或注销程序有关的任何书面文件。

(d) If the Client terminates the Agreement under paragraph 10(c), CTIC WGSN shall refund to the Client, in the case of subscription services only, the proportion of the Fee paid pro-rata for the remainder of the Initial Term or the Renewal Period, as the case may be. Otherwise, no Fees are refundable.

如果客户依据第 10 ( c ) 条终止本协议，单就订阅服务而言达帛商务咨询 ( 上海 ) 有限公司将视具体情况根据初始期限或续展期限剩余天数按比例归还客户支付的费用。除此之外，不会偿还其它费用。

(e) If CTIC WGSN terminates this Agreement, or suspends your account for any of the reasons set forth in paragraph 10(c), CTIC WGSN will not refund any amounts that you have previously paid. Further, you shall remain liable for any amounts owed to CTIC WGSN pursuant to the then-current Order Form and this Agreement.

如果达帛商务咨询 ( 上海 ) 有限公司依据第 10 ( c ) 条列出的任何原因终止本协议或暂定您的账户，达帛商务咨询 ( 上海 ) 有限公司将不会归还您之前支付的任何费用。此外，根据当时您签的订单以及本协议，您需要继续向达帛商务咨询 ( 上海 ) 有限公司支付欠付的费用。

(f) Upon any expiration or termination of this Agreement, all rights and licenses granted herein shall terminate, except that you may continue to manufacture and sell products that incorporate Content in accordance with this Agreement and that were designed prior to such expiration or termination; provided that the foregoing rights shall not apply if you are a subscribing educational institution or Authorized User thereof. The provisions of paragraphs 8, 9 and 11 shall survive any termination of this Agreement.

本协议到期或终止后，协议所规定的所有权利和许可也将终止，但您可以继续生产和销售依据本协议包含内容的以及在协议到期或终止之前设计的产品；但上述权利不适用于教育机构或其授权用户。本协议第 8、9、11 条的规定在协议终止后依旧适用。

(g) These remedies are in addition to any other remedies that CTIC WGSN may have at law or in equity.

上述这些救济措施不影响达帛商务咨询 ( 上海 ) 有限公司在法律或衡平法原则下拥有的任何其它救济措施。

## 11. General provisions

### 一般条款

#### (a) Confidentiality.

##### 保密

- (i) “**Confidential Information**” means all non-public information in any form, furnished or made available in connection with this Agreement by or on behalf of one party (“**Disclosing Party**”) to the other (“**Receiving Party**”) which is marked confidential, restricted, or would be understood by a reasonable person in the Receiving Party’s position to be confidential.

“**保密信息**”是指一方或其代表（“**披露方**”）向另一方（“**接收方**”）提供或供其使用的与本协议有关的任何形式的未公开信息，该信息将被标记为保密、受限制或者将被理性的人在接收方的角度理解为保密。

- (ii) Save as expressly permitted under paragraph 11(a)(iii) (below) the Receiving Party will keep confidential the terms of the Agreement as well as any other Confidential Information disclosed to it by the Disclosing Party.

除非第 11 ( a ) ( iii ) 条明确许可 ( 如下 ) ，接收方将对本协议的条款以及任何披露方向其披露的保密信息保密。

- (iii) The provisions of paragraph 11(a)(i) (above) shall not apply to any information which:

第 11 ( a ) ( i ) 条 ( 如上 ) 的规定不适用于任何以下信息：

(A) is or becomes public knowledge other than by breach of this paragraph 11(a);

除非违反本第 11 ( a ) 条规定，已经是或成为公众知晓的信息；

(B) is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party;

从披露方接收前，接收方不受披露有关限制已经拥有的信息；

(C) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

从一个第三方接收的信息，该第三方合法拥有该信息并且没有限制披露该信息的义务；

(D) is independently developed without access to the Confidential Information; or

未接触保密信息而独立开发的信息；或者



(E) 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 other party.

为遵守法律、政府规定或有管辖权法院的命令而披露的信息，前提是接收方事先以书面形式告知了另一方该披露。

(b) Entire Agreement. This Agreement, as modified by CTIC WGSN pursuant to paragraph 11(j), together with the Order Form, constitutes the entire agreement between you and CTIC WGSN and supersedes all prior agreements with respect to the subject matter hereof. Any failure or delay by CTIC WGSN to enforce any provisions of this Agreement shall not be construed as a waiver of any of CTIC WGSN's rights or operate as a waiver of any subsequent breach.

全部协议。本协议（根据第 11（j）条的规定，由达帛商务咨询（上海）有限公司修正）连同订单一起构成您与达帛商务咨询（上海）有限公司签订的全部协议，且就本协议主体事项而言替代之前所有的协议。达帛商务咨询（上海）有限公司没有或延迟执行本协议的行为不得解释为达帛商务咨询（上海）有限公司放弃任何权利或被视为任何后续违约的弃权。

(c) Governing Law; Disputes. The interpretation and enforcement of this Agreement shall be governed by the laws of the People's Republic of China. Any disputes arising from or in connection with this Agreement shall be submitted to Shanghai International Arbitration Centre (hereinafter referred to as the **SHIAC**) for arbitration which shall be conducted in accordance with the SHIAC's arbitration rules in effect at the time of applying for arbitration. The place of arbitration is Shanghai. The language of arbitration is English. The number of arbitrators for the tribunal shall be one (1). The arbitral award is final and binding upon both parties.

管辖法律；争议。本协议的解释和执行应受中华人民共和国法律管辖。任何因本协议引起或与本协议相关的争议应提交至上海国际仲裁中心（以下简称 **SHIAC**），按照申请仲裁时 SHIAC 现行有效的仲裁规则进行仲裁。仲裁地为上海。仲裁语言为英文。仲裁庭由一（1）名仲裁员组成。仲裁裁决是终局裁决并且对双方都有约束力。

(d) International Use. You agree to comply with all local rules of the Territory regarding online conduct and acceptable content. Please note that information published on the Sites may refer to products, programs or services that are not available in the Territory.

国际使用。您同意您将遵守区域内有关在线行为及在线可接受内容的所有法律。请注意站点所公开发表的信息可能涉及区域内无法获取的产品、节目或服务。

(e) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining terms or provisions shall not be affected.

可分割性。如果本协议的某一条款或规定被视为无效的、非法的或无法执行的，那么本协议的其他条款或规定的有效性、合法性和可执行性并不受到影响。

(f) Notices. Except as otherwise set forth herein, all notices required or permitted to be given pursuant to this Agreement to the Client shall be sent by e-mail to the Client's designated email address(es) contained in the Order Form or as otherwise agreed in writing between the parties. All notices required or permitted to be given pursuant to this Agreement to CTIC WGSN shall be sent by e-mail to: [China-sales@wgsn.com](mailto:China-sales@wgsn.com) and must be in English or mandarin. Such notices (if given by e-mail) shall be deemed effective three hours from transmission, provided they have been sent to the correct email address and are in English or mandarin. In addition, CTIC WGSN may also give notice to the Client via the Sites, and such notice shall be deemed to be effective on the date it first appears on the Sites.

通知。除非本协议另有规定，所有按照本协议的规定需要或允许发出的客户通知均按照订单或双方用书面形式所确定的客户邮件地址通过电子邮件的方式发送给客户。所有按照本协议的规定需要或允许发送给达帛商务咨询（上海）有限公司的通知应发送至：[China-sales@wgsn.com](mailto:China-sales@wgsn.com)，且必须用英文。如果发送到正确邮件地址并且以英文形式，此通知（如果是用电子邮件送达的）在其传送 3 小时之后视为生效。另外，达帛商务咨询（上海）有限公司也可以通过站点将通知发送给客户，此种通知将在其第一次出现在站点之日视为生效。

(g) Indemnity. The Client agrees to indemnify and hold CTIC WGSN and its employees, agents, officers, directors and other representatives harmless from and against all costs, losses, liabilities and expenses (including legal fees) which CTIC WGSN may suffer or incur, in connection with or arising from Client's or any of the Client's Authorized Users' breach of this Agreement, use of the Sites, use of Content or unauthorized use of Client's or any Authorized User's user name or password as applicable.

赔偿。客户同意赔偿并保证使达帛商务咨询（上海）有限公司及其员工、代理人、管理人员、董事以及其他代表免受因客户或任何客户授权用户违反本协议、使用站点、使用内容或未授权地使用客户或任何授权用户的用户名或密码（如果适用）的行为所引起的或与该行为有关的、达帛商务咨询（上海）有限公司可能遭受的所有费用、损失、责任以及支出（包括律师费）。

(h) Assignment. You may not assign, sub-license or otherwise transfer any of your rights or obligations under this Agreement, by operation of law or otherwise.

权利转让。您不得通过法律或其它方式将本协议下您的权利和义务转让、分许可或转移给其他人。

(i) Force Majeure

不可抗力

(i) "Force Majeure" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement and includes, but is not limited to war, terrorism, riot or civil commotion, strikes, lock outs or other industrial action, acts of or restrictions imposed by government or public authority, a party becoming at risk of, or being placed on, a sanctions list or becoming a "designated person" on such sanctions list, failures of supply of services, explosion, fire, flood, natural disaster and breakdown or failure of equipment.

“不可抗力”是指超出了一方合理控制并使其无法履行或迟延履行其在本协议项下义务的一个事件或一些列事件，包括但不限于战争、恐怖袭击、暴乱、骚乱、罢工、停工或其他劳工行为、政府或公共机构采取的措施或限制、一方面面临被制裁的风险或被列入制裁名单或属于该制裁名单上的“指定对象”、未提供服务、爆炸、火灾、洪水、自然灾害以及设备故障或损坏。

(ii) A party will not be liable if delayed in or prevented from performing its obligations under the Agreement due to Force Majeure, provided that it promptly notifies the other of the Force Majeure. If, due to Force Majeure, a party is unable to perform a material obligation and/or is delayed in or prevented from performing its obligations for a continuous period of more than 30 days, either party may terminate the Agreement on notice.

一方如因不可抗力而迟延或未履行其在本协议项下的义务，该方对此不承担责任，但前提是该方将不可抗力的事项立即通知了另一方。如果因不可抗力，一方无法履行重大义务和/或迟延履行其义务连续超过 30 日，任一方可以通知终止协议。

(iii) The provisions of this paragraph 11(i) shall not be relied upon in relation to the inability to pay.

本第 11 ( i ) 条的规定不适用于未付款的情况。

(j) Modifications to terms and conditions.

条款和条件修正

(i) CTIC WGSN reserves the right to modify the terms and conditions of this Agreement (including those relating to your use of the Content). Any modification is effective upon posting to the Sites or upon distribution to Client via e-mail or conventional mail, whichever is earlier.

达帛商务咨询 ( 上海 ) 有限公司保留修正本协议条款和条件的权利 ( 包括与您使用内容相关的条款 ) 。任何修正将在该修正发布在站点上后或通过电子邮件或传统邮件通知客户后生效，以先发生的时间为准。

(ii) Your continued use of the Services following the effective date of notice of any modification(s) to this Agreement shall be deemed an acceptance of all such modifications.

在本协议的任何修正通知的生效日期之后，您对服务的继续使用将被视为对所有修正的接受。

(k) Privacy Policy. Please review our Privacy Policy posted on the Sites to understand our practices. You agree that the Privacy Policy is incorporated in this Agreement.

隐私政策。请查看站点公布的隐私政策以便了解我们的运作方式。您同意隐私政策也是本协议的一部分。

(l) Anti-Bribery.

反贿赂。

(i) CTIC WGSN and the Client warrants to each other that it shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, the Anti-Unfair Competition Law of the PRC and the Criminal Law of the PRC; and

达帛商务咨询（上海）有限公司及客户互相保证其应遵守所有适用的与反贿赂及反腐败相关法律、法令及规定，包括但不限于英国《2010年反贿赂法》、《中华人民共和国反不正当竞争法》以及《中华人民共和国刑法》；和

(ii) The Client warrants that it shall (A) comply with such of CTIC WGSN's anti-bribery and anti-corruption policies as are notified to it from time to time; and (B) promptly report to CTIC WGSN any request or demand for any undue financial or other advantage of any kind received by or on its behalf in connection with the performance of this Agreement. Breach of this paragraph 11(l) shall be deemed a material breach of this Agreement.

客户保证其应（A）遵守达帛商务咨询（上海）有限公司不时告知的反贿赂及反腐败政策；及（B）立即向达帛商务咨询（上海）有限公司告知其或以其名义接受的与履行本协议有关的不适当的经济或其它形式的利益请求。违反本第 11（l）条应被视作对本协议的重大违反。

(m) Interpretation. Sections and sub-section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. The words "include" and "including" are illustrative and not limiting.

解释。本协议中的条款和分条款标题仅是为了方便参考且不得为了任何其它目的而作为本协议的一部分或被赋予任何实质效力。名词“包括”及“包含”是说明性的并且不是限制的。

(n) No person who is not a party to the Agreement, shall have any rights under or in connection with this Agreement other than an Affiliate of CTIC WGSN. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with CTIC WGSN, where “control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting share, by contract or otherwise).

并非本协议一方的人不得享有本协议项下或与本协议有关的权利，除非是达帛商务咨询（上海）有限公司的关联方。“**关联方**”是指控制或受达帛商务咨询（上海）有限公司控制或与达帛商务咨询（上海）有限公司受同一方控制的实体，这里的“控制”是指一人直接或间接拥有指导或促成指导另一人的管理和政策的权利（无论是通过拥有投票权股票、合同还是其它方式）。

(o) The official and legally binding version of this Agreement is in the English language. Any translations of this Agreement are provided merely for the convenience of the Client and shall not be legally binding. In the event of any conflict between the English language version and any translations, the English version will prevail.

本协议的官方及具有约束力的版本以英文书就。任何对本协议的翻译版本仅为方便客户的需要并且不具有约束力。如果英文版本与其他语言的版本存在冲突，以英文版为准。

(p) In consideration of the licenses granted in this Agreement, the Client hereby gives CTIC WGSN permission to use the Client's name and logo in CTIC WGSN marketing material including publication on a CTIC WGSN or WGSN website.

作为本协议授予许可的对价，客户在此允许达帛商务咨询（上海）有限公司在其推广材料（包括达帛商务咨询（上海）有限公司或WGSN网站上）使用客户的名称及标识。

## 12. Copyright compliance

### 著作权保护

If you are a copyright owner or an agent thereof, and you believe that any content posted on the Sites infringes your copyrights, you may submit a notification by providing CTIC WGSN with the following information in writing in English to [China-sales@wgsn.com](mailto:China-sales@wgsn.com) with a copy to [legal@wgsn.com](mailto:legal@wgsn.com):

如果您是著作权所有人或该所有人的代理人，如果您认为站点上粘贴的任何内容侵犯了您的著作权，您可以通过发送电子邮件至 [China-sales@wgsn.com](mailto:China-sales@wgsn.com) 并抄送 [legal@wgsn.com](mailto:legal@wgsn.com) 向达帛商务咨询（上海）有限公司提交一份书面英文通知，该通知应包含如下信息：

(a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

声称专属权利遭受侵犯的所有人授权代表的一份手写或电子签名；

(b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Sites are covered by a single notification, a representative list of such works at the Sites;

声称被侵权的著作权作品的识别材料，如果一张单独的通知书涵盖了多个著作权作品，那么应附上站点上此作品的代表名单；

(c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit CTIC WGSN to locate the material;

指控实施侵权的或作为侵权活动主体的材料的识别资料（该等资料即将移除或无法访问），以及能让达帛商务咨询（上海）有限公司找到该资料的合理足够的信息；

(d) Information reasonably sufficient to permit CTIC WGSN to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

合理足够的以便达帛商务咨询（上海）有限公司联系投诉方的信息，如地址、电话号码，如可能，提供能联系到该方的电子信箱；

(e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

一份声明，该声明显示投诉方基于诚信认为按照投诉所述方式使用资料未得到著作权所有人、该所有人的代理人或法律的授权；和

(f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

一份声明，证明通知中的信息准确无误，且愿意接受伪证罪的惩处，且投诉方得到了声称专属权利遭受侵害的所有人的授权。

You acknowledge that if you fail to comply with all of these requirements, your notice may not be valid.

您承认如果您未按照这些要求提供信息，您的通知可能是无效的。