



GENERAL CONDITIONS OF SERVICE 2019
服务通用条款 2019

1 Application of GENERAL CONDITIONS; DEFINITIONS

通用条款的适用和定义

1.1 These General Conditions govern each Agreement unless separate terms and conditions are agreed to in writing between the Client and the Company.

除客户与公司以书面形式另行同意的单独条款和条件外，本通用条款适用于公司签订的所有协议。

1.2 The definitions in this Article apply in these General Conditions:

本服务通用条款中的名词定义：

Agreement: the Company's acceptance of a completed Company Order Form or other instructions for Services from the Client, or Company's acceptance of an agreed quotation for Services, or any instruction or request for services by a Client and subsequent acceptance by the Company and performance of Services by the Company for the Client.

协议：公司对一份完成填写的公司订单表或客户就服务所发出的其他指令表示接受，或公司对一份就服务的约定报价表示接受，或客户要求提供服务的任何指示和要求经公司后续做出的接受表示并为客户履行服务。

Company: Sunshine Technical Services Guangzhou Limited

公司：广州阳光检验技术有限公司

Company Order Form: the Company's standard form to be completed by the Client setting out the Services to be performed by the Company, together with any other information concerning the performance of the Services under the terms of the Agreement. The Fees for the Services may be set out in the Company Order Form or in a separate document or price list.

公司订单表：客户填写的公司标准表格，该表格规定了将由公司履行的服务以及与协议条款项下的服务履行有关的任何其他信息。服务费用可在公司订单表或在单独的文件或价目表中予以规定。

Client: the person, company, partnership, association, trust, or government agency or authority that purchases Services from the Company and as identified in the applicable Company Order Form or agreed written instruction.

客户：向公司购买服务的、并在可适用的公司订单表或经同意的书面指示中确认的人士、商号、公司、合伙企业、社会团体、信托机构、政府机构部门。

Party and Parties: individually the Company or the Client and collectively the Company and the Client.

一方或双方：公司或客户单独称为一方，公司与客户共同称为双方。

Reports: all documents and products created by the Company or its agents, subcontractors, consultants and employees in relation to the performance of the Services.

报告：由公司或其代理人、分包商、顾问和雇员做出的与服务履行有关的所有文件和产品。

Services: the services to be provided by the Company to the Client under the Agreement and as set out in the applicable Company Order Form or in other instruction from the Client to the extent that they are agreed by the Company and incorporated into the Agreement.

服务：公司在协议项下向客户提供的、并在可适用的公司订单表或客户的其它指示中设定的并经公司同意和纳入协议的服务。

1.3 For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Company Order Form or other document shall not govern the Agreement.

为避免疑义，在任何公司订单表或其他文件中所附的或所提及的客户的标准条款和条件（如有）将不适用于协议。

1.4 The Company acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and the Company. The Agreement shall not be deemed to create any rights in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

公司仅为客户提供服务。除在协议中或在双方同意的单独书面文件中规定之外，协议仅在客户与公司之间订立且仅对客户与公司具有强制执行力。协议不应被视作为任何第三方创设任何权利（包括但不限于一方的供应商或客户），或为一方创设对该第三方的任何义务。



2 COMPANY'S obligations

公司的义务

- a) The Company shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification, inspection, auditing and testing industry and in performing services of a similar nature under similar circumstances, provide the Services, and deliver the Reports to the Client, in accordance with:
- 公司应运用具备认证、检验、审核和测试行业的经验以及在类似情形下履行类似服务经验的合格实体所应具有合理注意、技能及勤勉向客户提供服务，并依照以下规定向客户交付报告：
- i. The specific requirements as set out in the Agreement.
在协议载明具体的要求。
- ii. Such methods as the Company shall deem suitable on a case by case basis having regard to professional, industry standard, technical and/or government or regulatory grounds.
公司基于个案认为合适具有与专业、行业标准、技术层面和/或政府或法规依据有关的方法；
- iii. Any performance dates specified in the Agreement (such dates to be estimates only and time shall not be of the essence for performance of the Services).
在协议明确规定的任何履行日期（该等日期仅为预估日期，且时间并非服务履行的最重要要素）。
- b) The Company, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment or recommendations, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed by the parties.
作为独立的一方，公司以确认、评估或建议的形式向客户提供与法规要求、一般行业标准和/或双方共同同意的任何其他标准有关的信息。
- c) The Company performs surveys, inspections, verifications, certifications, tests, assessments, audits and/or appraisals, as agreed by the parties, with independence, impartiality and objectivity. Such information is communicated to the Client in the form of the Reports.
公司独立、公平、客观地执行调查、检验、核查、认证、测试、评估、审核或鉴定。该等信息以报告的形式传达给客户，包括检验单、报告、证书、鉴证或评价、或以任何其他合适的方式。
- d) In providing the Services, the Company does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers or owners, who, notwithstanding the Company's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which the Company relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause the liability to the Company to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.
公司并不因提供服务而成为设计师、建筑师、建造方、承包商、制造商、生产商、运营商、承运或所有者的替代者，无论公司有何种行为，前述各方并不能被免除其任何义务，无论该义务为何种性质。尤其是公司提供的任何信息和建议不应被用作或被解释为等同于对所提供的信息和建议有关的项目或其质量、适销性、是否符合目的的同意或接受。
- e) For the avoidance of doubt, the Company does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by the Company for any activities undertaken by the Client or any product manufactured, distributed, imported, or sold by the Client.
为避免疑义，对于与服务相关的、由客户从事或制造的产品、服务或其他活动的妥当性、质量、适销性、是否符合目的、



合规性或性能，公司不作为其承保人或保证人。

- f) The Reports are given only in relation to the written instructions, documents, information and samples provided to the Company by the Client prior to the performance of the Services. The Company cannot be held liable for any error, omission or inaccuracy in the Reports to the extent that the Company has been given erroneous or incomplete information by the Client. The Reports reflect the findings of the Company at the time of performance of the Services only. The Company shall have no obligation to update the Reports after issuance, except as otherwise stated in the Agreement.

报告仅根据客户提供的文件和信息而做出。如客户向公司提供的信息有误或不完整，则公司不对报告中的任何错误、遗漏或不准确性承担责任。报告将仅根据服务履行前提供给公司的在客户信息中所列举的书面信息来确定公司所履行的服务的结果。除在协议中另行规定外，公司不承担在报告出具后更新报告的义务。

- g) For those Services requiring sampling, the Reports will set out the findings of the Company solely in respect of the samples identified therein. Unless specifically and expressly indicated in the Reports, the results set out in such Reports may not be indicative or representative of the quality or characteristics of the bulk or lot from which a sample is taken, and the Client shall not rely upon the Reports as being so indicative or representative of the lot or of the tested product in general.

对于要求抽样的服务，报告将仅就抽样确定的样品陈述公司的调查结果。除在报告中特别明确指出以外，该报告中陈述的结果无法指示或代表样品所在批次的质量或特性，客户不应依赖报告作为该批次或被测产品通用的指示或代表。

- h) Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the Agreement, documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificates of acceptance or conformity, and which are divulged to the Company, shall be considered to be for information only, without either extending or restricting the Company's scope of Services or obligations under the Agreement.

除非客户明确作出相反指示且并入协议项下的服务范围，向公司披露的、涉及客户与其他利益相关方之间承诺的文件，例如销售合同、供应或工作合同、信用证、提单、规格、数据表、佣金函、接受或合格证书，应仅被视作参考信息，不得因此扩大或限制协议项下公司的服务范围或义务。

- i) Unless expressly agreed by the parties to the contrary, the Client may, in its sole discretion, choose to permit the Company retain, return to the Client or destroy samples which have been furnished to the Company for performance of Services and which have not been destroyed in the course of the Services.

除双方作出明确的相反约定以外，公司可自行决定选择保留、向客户归还或销毁为履行服务而提供给客户的、且在服务过程中未被销毁的样品。

3 Client's obligations

客户的义务

- a) The Client shall:

客户应该:

- i. Co-operate with the Company in all matters relating to the Services;
在与服务相关的各方面与公司合作;
- ii. Provide, or cause its suppliers to provide, in a timely manner, access to the Client's facilities and personnel as required by the Company, its agents, subcontractors, consultants and employees, to perform the Services. The Client will be responsible for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services at those premises. The Client shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises.

根据公司的要求，及时向公司、公司的代理人、分包方、顾问和雇员提供对客户的场地、办公设施、数据及其他设备和人员的相应权限并不得收取任何费用；负责为服务（自担费用）备置及维护相关场地，包括在服务提供之前及



服务过程中按照所有适用法律的规定确定、监测任何实际或潜在的危险化学品，以及自任何场地中将该等危险物品予以移除和处置；服务履行过程中采取一切必要措施确保现场工作环境的安全，并告知公司所有健康安全规章及在任何客户场地适用的任何其他合理的安全要求；

- iii. Provide the Company, its agents, subcontractors and representatives with all necessary transportation and equipment, such equipment to be in good working order, for provision of the Services.
向公司、公司代理人和分包方及代表提供所有必要的交通工具、设备、设施；该设备应具备良好的工作性能。
- iv. Provide the Company, either directly or through its suppliers and subcontractors, in a timely manner, such information as the Company may require for the proper performance of the Services and ensure that such information is accurate in all material respects.
及时向公司直接地或通过其供应商和分包商提供公司为适当履行服务所需的客户信息和其他信息，并确保该等信息在所有重要方面均准确无误；
- v. Where necessary, obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment.
如必要，获取并持有全部必要的许可和同意，并在服务、公司的设备的使用方面符合所有相关法律要求，
- vi. Ensure that all documents, information and material made available by the Client to the Company under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, license or other intellectual property rights or proprietary rights of any third party.
确保协议项下客户向公司提供的所有文件、信息和材料未侵犯且不会侵犯任何第三方的专利、版权、商标、商业秘密、许可或其他知识产权或专有权利，亦不会构成对任何第三方的专利、版权、商标、商业秘密、许可或其他知识产权或专有权利的侵权或不当使用； 和
- vii. Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
采取一切必要措施以消除在服务履行过程中出现的任何障碍或干扰，或作出补救。
- viii. To the extent that the Company renders Services, the Client agrees that the Company does not owe any specific success but only such Services. The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by the Company. Neither the Company nor any of its agents warrant the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the Reports provided under the Agreement.
客户有责任对公司提供的信息及建议进行独立自主判断。公司或其任何代理人不保证基于协议约定提供的报告而做出的任何决定或行动的质量、结果、有效性或适当性。
- ix. If the Company's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
如客户、客户的代理人、分包商、顾问或雇员的任何作为、不作为、违约或过失阻碍或延误了公司履行其在协议项下的义务，则公司不应对客户因该等阻碍或延误所直接或间接遭受的或产生的任何成本、费用或损失负责。
- x. If the Client anticipates the use of any reports in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company in writing prior to submitting the Company Order Form for the Services and in any event prior to the use of such Reports in any such proceeding. The parties agree that the Company has no obligation to provide an expert witness or witness of fact at such proceeding unless the Company gives its prior consent in writing.
若客户需要在法律程序、仲裁、争议解决机构或其他程序中使用任何报告，应当在提交公司服务订单申请前，以及在任何情况下需要使用报告之前，以书面形式郑重通知公司。除非公司事前书面同意，双方同意公司在上述程序中没有义务提供专家证人或事实证据。

4 Charges and payment



费用和付款

4.1 The Client shall pay each valid invoice/payment notice submitted to it by the Company, in full and in cleared funds, within ten (10) days of the date of the invoice/payment notice.

客户应在公司出具每一张有效发票日期十（10）日内全额付清该发票中所记载的金额。

4.2 If the Client fails to pay the Company on the due date, the Company may charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment, and suspend all Services until payment has been made in full. The fees and any additional charges are exclusive of all applicable taxes.

如客户未能在到期日支付款项，公司可要求客户自到期日起就该等款项支付利息，利息应按照 1.5%的月利率按日累计并按月支付计算复利，直至全部付清为止，无论是在任何判决做出前或做出后；和暂停所有服务直至款项全部付清为止。服务费及所有附加收费均为不含税。

5 Intellectual property rights and data protection

知识产权和数据保护

5.1 “Intellectual Property” shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights. In each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent right forms of protection in any part of the world.

知识产权：所有专利、发明权、实用新型专利、版权及相关权利、商标、服务标识、技艺、商业名称和域名、在商业外观或装潢中的权利、在商誉中的权利或起诉仿冒的权利、就不公平竞争采取措施的权利、在设计中的权利、在计算机软件中的权利、数据库权利、关于地理标志的权利、精神权利、在保密信息（包括专有技术和商业秘密）中的权利和任何其他知识产权，无论前述权利是否已经注册，且包括该等权利的所有申请、续展、继承或延期，以及在世界各地所有类似或等同的权利或保护形式。

5.2 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the parties.

任何一方均对知识产权拥有排他权，不论该知识产权是先于或后于协议起始日期所产生，也不论该知识产权是否与双方之间的任何协议有关。

5.3 Neither Party shall contest the validity of the other Party’s Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its affiliates.

任何一方不得对另一方权利的有效性提出质疑进行抗辩或做出任何可能损害公司或其关联方的标识、形象或声誉的价值或商誉的行为。

5.4 Each Party shall take all necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.

任一方应采取所有必要措施以确保其运营始终符合所有适用的数据保护法律法规。

5.5 The names, service marks, trademarks and copyrights of the Company and its affiliates shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company.

客户不得使用公司及其关联方的名称、服务标志、商标和版权，除非客户取得公司的事先书面批准且仅以公司规定的方式。

5.6 For avoidance of doubt, nothing in the Reports or any other writing shall convey any rights of ownership or license whatsoever to the Company’s intellectual property of its proprietary software, nor to the Company’s proprietary audit methods, training materials and best practices manual, nor to the Company’s protocols, nor to the Company’s name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and Reports. These shall remain



the sole property of the Company. Further, the Reports do not convey ownership or licensing rights to any third party's Intellectual property that may be contained or referenced in the Reports.

为避免疑义，报告或任何其它书面材料均未对公司专有软件、专有审核方法、培训资料、操作手册、公司的协议、公司名称、标志、标识、商业外观，以及其他现存或将来开发的用于履行服务和出具报告的知识产权和专有技术的所有权或许可权进行任何授权。公司为前述权利的独占所有人。此外，报告不对其中可能包含或涉及的任何第三方知识产权的所有权或许可权进行授权。

6 Confidentiality and COMPANY'S property

保密条款和公司所有权

6.1 "Confidential Information" shall mean any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.

保密信息：指由一方方向另一方披露的任何形式的信息，包括但不限于直接或间接与双方和（或）协议相关的技术、环境、商业、法律以及财务方面的信息。

6.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

非经披露保密信息的一方事先书面同意，任一方无论为何种目的均不得披露或使用任何保密资讯、保密信息、或其在履行协议范围内可取得的或接获的任何财务或商业信息。

6.3 The confidentiality undertaking shall not apply to any information:

保密义务不适用于以下任何信息：

6.3.1 Which is publicly available or becomes publicly available through no act of the receiving Party.

通过公开途径可获得的信息或非因接收一方的行为而由公开途径获得的信息；

6.3.2 Which was in the possession of the receiving Party prior to its disclosure;

在披露之前已由接收一方所持有的信息；

6.3.3 Which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;

由第三方向接收一方披露的信息，且该第三方取得该信息未具有保密义务；

6.3.4 Which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;

由接收一方在不使用或参考自披露一方处接获的保密信息而独立开发或取得的信息；

6.3.5 Which is disclosed in accordance with the requirements of law, any regulation or any binding judgment, order or requirement of any court or other competent authority.

根据法律要求、任何具有约束力的判决、命令或任何法院或其他具有管辖权的权力机构的要求而进行披露的信息；或

6.3.6 Which is disclosed to an affiliate of the Party on a need to know basis.

基于必要知晓而向一方的关联方进行披露的信息。

6.4 The Reports are issued by the Company and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company.

公司出具的报告仅为客户的排他性使用，未经公司事先书面同意，不得予以公开，或将其用于广告目的，或为向任何其他人士或实体发送而进行复印或复制，或以其它任何方式予以公开披露。

6.5 Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.

任一方应负责确保协议项下获知保密信息的所有人士对该等信息保密且不得向任何未获授权的人士或实体披露或泄露，并应对



违反前述义务承担全部责任。

6.6 On expiry or termination of the Agreement for any reason, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control.

协议到期或基于任何原因终止时，根据一方指示，另一方应将届时所持有的或控制的另一方的保密信息归还或予以销毁。

7 Limitation of liability

责任限制

7.1 Notwithstanding any other provision of the agreement, neither party shall be liable to the other party for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).

不论协议的其他条款，任一方均不对另一方的间接或附带的损失和损害而承担责任，包括但不限于惩罚示范性损害赔偿、收益损失、生产损失、任何货物或财产的价值损失或数量减损（包括但不限于使用缺失、财务利益损失、营业中断或停工）。

7.2 Without prejudice to Article 7.1, the total liability of the Company and its affiliates, and their respective employees, agents, consultants, and subcontractors, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Reports, and the performance or contemplated performance of the Agreement shall be limited to the greater of:

在不影响 7.1 条款的情况下，公司及其关联方、以及各自的雇员、代理人、顾问和分包商因在合同中的侵权（包括但不限于过失、重大过失或违反法定义务），误导性陈述、赔偿或以任何方式引起的与服务、报告、及协议的履行或预期履行有关的其他责任所承担的总赔偿额度，应以下更大数额为限：

7.2.1 A sum equivalent to three (3) times the amount of fees paid or payable by the client to the Company in respect of the Services that give rise to the Company's liability to the Client. Or

相当于客户就引起公司对客户责任的服务向公司已付或应付费用数额三（3）倍的金额；或

7.2.2 RMB Ten thousand (RMB10,000.00) .

人民币 10000.00 元。

7.3 The Company shall indemnify the Client and its affiliates, and their respective employees, directors, agents, consultants or subcontractors against, and hold them harmless against, all claims made by third parties for loss, damage or expense of whatever nature (including, but not limited to negligence and gross negligence) and howsoever arising, relating to the performance, purported performance or non-performance of any Service.

公司应保障客户和其附属企业、以及他们各自的雇员、董事、代理人、顾问和分包商免受所有来自第三方声称的由执行服务、意图执行服务或不履行服务（包括但不限于过失、重大过失）而产生的损失、损害或任何形式损耗的索赔主张。

8 Force majeure

不可抗力

8.1 For the purposes of this Article 8, "Force Majeure" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the Company unable, wholly or in part to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.

第 8 条规定旨在，“不可抗力”指不受声称出现不可抗力一方合理控制而发生的事件，该事件致使客户或公司无法履行其在协议项下之全部或部分义务（向另一方支付全款的义务不在此列），前述的无法履行不能通过主张一方的合理预见、制定计划和执行而进行避免或克服。

8.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder



resulting directly or indirectly from an act of Force Majeure. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.

任一方均不对因不可抗力直接或间接导致的延迟或未能履行义务所产生的损失及损害而承担责任。若该无法履行的情况持续时间超过十五自然天，则未受制于该无法履行状况的一方有权终止协议且无须承担任何责任。

9 SUBCONTRACTING

分包

9.1 The Company may not delegate the performance of all or a portion of the Services under the Agreement to an affiliate, agent or subcontractor of the Company without prior written consent of the Client.

公司若非事先获得客户的书面准许，不得将协议的全部或部分服务项目授权给其附属企业、代理商或分包商。

10 Governing law and jurisdiction

适用法律及管辖权

10.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with the laws of People's Republic of China, notwithstanding any conflicts of laws rules that could require the application of any other laws.

协议及其标的所引起和关联的任何争议或主张适用中华人民共和国法律，并由中华人民共和国法律进行解释，不论是否存在其他法律条文冲突。

10.2 The parties irrevocably agree that the courts of People's Republic of China shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with the Agreement or its subject matter.

协议双方同意中华人民共和国人民法院具有处理协议及其标的所引起和关联的争议或主张的不可撤销的司法管辖权。

11 Language

文本语言

This GENERAL CONDITIONS OF SERVICE is written and executed in both Chinese and English version, The English and Chinese texts are equally authentic. If there is any discrepancy, the version in Chinese shall be prevailing.

本服务通用条款以中文和英文两种译文进行制订和执行，中文和英文文本具有同等法律效力。如有任何歧义，以中文为准。