

# Terms of Use Agreement – AutoForm Data Exchange Platform

使用条款—AutoForm 数据交换平台

Effective Date: [2023.05.22]

生效日期: 【2023.05.22】

## 1. Acceptance of the Terms of Use

### 使用条款的接受

1.1 AutoForm Software (Shanghai) Ltd. (“AutoForm”), a company incorporated and existing under the law of the People’s Republic of China, provides and makes available the Data Exchange Platform (“Platform”) to facilitate exchange of information between AutoForm and its customers (“User”). All use of the Platform is subject to the terms and conditions contained in this Terms of Use Agreement (the “Terms of Use”). By clicking the “Accept” button, User through its employee agrees to be bound by the terms and conditions of these Terms of Use. If User does not accept the terms and conditions of these Terms of Use, User’s employee shall not access, browse or use the Platform.

奥德富软件（上海）有限公司（“AutoForm”）是一家根据中华人民共和国法律设立并存续的公司，提供数据交换平台（“平台”）以促进AutoForm与其客户（“用户”）之间的信息交流。所有对平台的使用均应遵守本使用条款中的条款和条件（“使用条款”）。用户通过其员工点击“接受”按钮即受这些使用条款中的条款和条件约束。如果用户不能接受这些使用条款中的条款和条件，用户的员工不应访问、浏览或使用本平台。

1.2 User understands and agrees that AutoForm may change these Terms of Use at any time without prior notice. A current copy of these Terms of Use may be read at any time by selecting the “Terms of Use” link on the Platform.

用户理解并同意，AutoForm可以随时变更这些使用条款，而无需事先通知。用户可以随时通过在平台上点击“使用条款”的链接阅读现行版本。

## 2. Access to the Platform.

### 平台的访问

2.1 Access to the Platform shall be provided at AutoForm’s discretion upon User’s request for registration of one or several employees of User.

AutoForm将根据用户提出在平台上注册其一名或多名员工的请求，单方面决定授权其对平台的访问。

2.2 User and User’s employees are responsible for maintaining the confidentiality of their access data (especially the password). User accepts responsibility for all activities that

occur under User's employees' account(s) or password(s). Log-in information shall not be shared with unauthorized parties. User shall use commercially reasonable efforts to prevent unauthorized access to the Platform, including, but not limited to taking all measures necessary to prevent no longer authorized employees from further access to the Platform.

用户和用户的员工有义务保护其访问数据（特别是密码）的保密性。用户应对在其员工账户或密码控制下发生的所有活动承担责任。登录信息不得与未经授权的他方共享。用户应尽商业上的合理努力防止未经授权的访问，包括但不限于采取一切必要的措施防止已不再获得授权的员工继续访问本平台。

2.3 Any personal data provided by User's employees in connection with the use of the Platform is processed by AutoForm in compliance with applicable data protection law and/or agreements concluded between the User and AutoForm regarding the personal data protection(if any).

AutoForm在处理用户的员工在使用平台时提供的个人信息时，应遵循适用的数据保护法律和/或用户与AutoForm之间另行达成的个人信息保护协议（如有）。

### 3. Use of the Platform

#### 平台的使用

3.1 Both User and AutoForm may upload information, including but not limited to software, text, graphics and images (collectively referred to as the "Content") which they want to make accessible to the other party.

用户和AutoForm均可上传该方试图让另一方获取的信息，包括但不限于软件、文本、图形和图像（统称为“内容”）。

3.2 All rights regarding Content remain with up-loading party. AutoForm will only use User Content for the purpose of supporting User with AutoForm Software related issues. User will only use AutoForm Content for the purpose for which AutoForm provided it.

所有内容的权利仍归上传方所有。AutoForm仅将用户的内容用于支持用户处理与AutoForm软件相关的问题。用户应只在AutoForm所提供内容的目的范围内使用AutoForm的内容。

### 4. Confidentiality

#### 保密性

Each party understands that Content provided by the up-loading party may contain such up-loading party's confidential information ("Confidential Information"). Down-loading party will take all precautions it employs with respect to its own confidential information, to protect such Confidential Information or any part thereof, from disclosure to any person other than down-loading party's employees or consultants that are bound by a written

confidentiality obligation at least as stringent as the obligation imposed herein. The obligation of the down-loading party to protect the Confidential Information of the up-loading party shall survive termination of Platform and/or the Terms of Use.

双方均理解上传方提供的内容可能包含该上传方的保密信息（“保密信息”）。下载方将采取与保护其自有保密信息相同的预防措施，以保护此类保密信息或其任何部分免于泄露给除下载方的员工或顾问以外的任何人。这些员工或顾问应当受到书面保密义务的约束，且该义务至少与此处所要求的保密义务保持一致。下载方保护上载方保密信息的义务在平台和/或使用条款终止后仍然有效。

## **5. Limitation of Liability and Disclaimer of Warranties.**

### **责任的限制和免责声明**

5.1 AUTOFORM MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICES PROVIDED VIA THE PLATFORM, INCLUDING BUT NOT LIMITED TO AVAILABILITY, RELIABILITY, COMPLETENESS OR TIMELINESS OF SUCH SERVICES. AUTOFORM SHALL NOT BE LIABLE FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE.

**AutoForm**对于通过本平台提供的服务，包括但不限于这些服务的可用性、可靠性、完整性或及时性，不作任何保证或陈述。**AutoForm**对于任何原因造成的数据或信息流的延迟或中断不承担责任。

AUTOFORM DOES NOT WARRANT THAT THE APPLICATION PLATFORM WILL OPERATE ERROR FREE OR THAT THE APPLICATION PLATFORM, ITS SERVER, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR DESTRUCTIVE FEATURES.

**AutoForm**不负有保证应用平台的运行不会出现错误的义务，也不负有保证应用平台、其服务器或内容不存在计算机病毒或类似破坏特性的义务。

5.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AUTOFORM SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE PLATFORM OR THE DOWNLOADED CONTENT.

**AutoForm**对因使用或无法使用平台或下载的内容所引起的损失不承担任何责任（包括但不限于间接损失、利益损失或由于数据丢失或业务中断引起的损失），法律对此有强制性要求的除外。

## **6. Termination of the Platform and/or the Terms of Use.**

### **平台和/或使用条款的终止**

6.1 AutoForm reserves the right to change, suspend, or discontinue all or any part of the

Platform at any time without prior notice or liability.

AutoForm保留随时变更、中止或终止本平台的全部或部分的权力，无需事先通知或承担责任。

**6.2** AutoForm reserves the right, in its sole discretion, to restrict, suspend, or terminate User's access to all or any part of the Platform at any time in case of unauthorized use by one of User's employees.

若用户的员工未经授权使用本平台，AutoForm保留单方面限制、中止或终止用户对本平台的全部或部分的访问权利。

**6.3** Sections of these Terms of Use which by their nature survive termination of access rights shall remain in full force and effect.

访问权终止后，部分使用条款的效力依其自身性质不受影响。

## **7. Miscellaneous.**

### 杂项

**7.1 Severability:** If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

可分性：如果这些使用条款中的任一条款被具有管辖权的法院认定为无效条款，则该条款的无效不会影响其余条款的效力。

**7.2 Entire Agreement:** Except as expressly agreed by AutoForm and User, these Terms of Use constitute the entire Agreement between User and AutoForm with respect to the subject matter, and supersede all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter.

全部协议：这些使用条款构成用户与AutoForm关于该主题的全部协议，取代双方之前或同时存在的相关书面或口头协议，AutoForm和用户另有明确约定的除外。

**7.3 Applicable Law /Jurisdiction:** These Terms of Use are governed by the law of the People's Republic of China, place of jurisdiction for any disputes arising in connection with the Platform shall be the competent court of AutoForm's residence.

适用法律/管辖：这些使用条款适用中华人民共和国法律，与本平台有关的任何争议应向AutoForm住所地有管辖权的人民法院提起诉讼。