

GENERAL TERMS AND CONDITIONS FOR ICT SERVICES ICT 服务一般条款和条件

1. Agreement 协议

These General Terms and Conditions for ICT Services and any additional attachments, if any (the "Agreement"), which will be deemed an integral part hereof for all purposes, when attached to or referenced in the Order Form properly filled out and duly executed by BUYER and SUPPLIER, will constitute an agreement entered into between BUYER and SUPPLIER for the provision of ICT Services (for purposes of this Agreement, the "ICT Services" or the "Services").

本 ICT 服务一般条款和条件以及任何其他附件（如有，将就各方面视为本协议不可分割的一部分）（“本协议”），在附加于买方和供应商填妥并正式签署的订购单中或在当中被提及时，将构成买方和供应商就提供 ICT 服务（就本协议而言，“ICT 服务”或“服务”）达成的协议。

2. Definition 定义

2.1 In this Agreement, the following terms have the following meanings:

在本协议中，以下词语具有以下涵义：

"Affiliate" means in relation to any entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with such entity, including an entity with a 50% or more equity or more in an entity.

"联营公司"就任何实体而言，是指直接或间接控制该实体、受该实体控制，或与该实体受共同控制的任何其他实体，包括拥有某个实体 50% 或以上股权的实体。

"BUYER" means the party named on the Order Form who will acquire the Services from SUPPLIER.

"买方"是指订购单上列明将从供应商获得服务的一方。

"Charges" mean the charges for the Services as set forth in the Order Form.

"费用"是指订购单中订明的服务费用。

"Day" means calendar day if not specifically defined.

"天"是指日历日（若未有明确定义）。

"Order Form" means the Order Form for the Services that, when executed by BUYER and SUPPLIER, together with these General Terms and Conditions comprises a binding agreement between the Parties in respect of the Services.

"订购单"是指服务的订购单，在买方和供应商签署后，连同一般条款和条件一并构成双方就服务达成的具约束力的协议。

"Party" means SUPPLIER or BUYER and "Parties" mean SUPPLIER and BUYER.

"一方"是指供应商或买方，"双方"是指供应商和买方。

"Product" or "Products" means any communication device or application, encompassing radio, television, cellular phone, computer and network hardware and software, satellite systems, as well as the various services (or any other item containing, using or depending upon any of the foregoing) supplied by SUPPLIER under this Agreement including but not limited to any hardware or software provided to BUYER by SUPPLIER as part of the Services or used by SUPPLIER as part of the Services.

"产品"是指供应商根据本协议提供的任何通信设备或应用，包括无线电设备、电视机、手机、电脑和网络硬件和软件、卫星系统以及各项服务（或包含、使用或依赖前述任何项目的任何其他项目），包括但不限于供应商提供给买方作为服务一部分或供应商作为服务一部分使用的任何硬件或软件。

"SUPPLIER" means China Mobile International Limited or its Affiliate, which has accepted Order Form with the BUYER for the provision of Services.

"供应商"是指中国移动国际有限公司或其接受买方订购单提供服务的联营公司。

"Working Day" means Mondays through Fridays, inclusive, but does not include national or public or bank holidays.

"工作日"是指星期一至星期五（含首尾两日），但不包括国定或公众或银行假日。

3. Prices 价格

3.1 The Charges are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental or regulatory body and/or department arising from or as a result of the provision of the Services under the Order Form. BUYER shall be responsible for the payment of the above-mentioned taxes, irrespective of the taxes are imposed on SUPPLIER or BUYER.

费用不包括任何适用的税款、关税附加费或任何政府、监管机构或部门因按照订购单所提供的服务而征收的其他类似税款。无论税款是向买方或供应商征收，买方都应负责支付上述税款。

3.2 If BUYER is required by law to deduct or withhold any taxes, duty or levy from any amounts payable under the Order Form, such amount shall be increased as necessary so that

SUPPLIER receives an amount equal to the sum it would have received without any deduction or withholding. BUYER shall provide a copy of the withholding tax certificate to SUPPLIER without undue delay.

对于买方向供应商支付的任何款项，如买方按照相关法律必须从其应付供应商的款项中扣除或扣缴任何税费、关税或征税，则买方应相应提高向卖方的汇款金额，以确保供应商收到的金额是在无预扣税款时本应收到的金额。买方应适时向供应商提供扣缴税款的纳税凭证。

- 3.3 Each Party shall bear its own bank charges imposed by the Party's bank(s). The intermediate bank charges shall be borne by the account payee.

各方银行收取的银行手续费，由各自承担。中间银行手续费由收款人承担。

4. Rescheduling and Cancellation 重新安排和取消

- 4.1 Unless stated otherwise in the Order Form and subject to Clauses 4.2 and 4.3 below, BUYER may reschedule delivery dates or cancel the Order Form by notifying SUPPLIER in writing no less than thirty (30) Days prior to the scheduled delivery date. In the event of cancellation, SUPPLIER shall be entitled to claim all the Charges as set in the Order Form. If BUYER cancels the Order Form less than thirty (30) Days prior to the scheduled delivery date, BUYER shall be liable to pay SUPPLIER.

除非订购单中另有规定，在下文第 4.2 条和第 4.3 条的规限下，买方可重新安排交付日期或取消订购单，只需在预定交付日期前不少于三十 (30) 天书面通知供应商即可。若是取消订购单，供应商有权追讨订购单中订定的所有费用。若买方在预定交付日期前不到三十 (30) 天取消订购单，买方须向供应商支付：

- (a) all payments contractually required to be made and actually made by SUPPLIER and its subcontractors to a third party as a direct consequence of the cancellation;
合同中要求支付和供应商及其分包商因订购单被取消而向第三方实际支付的所有款项；
- (b) any other direct actual cost (including reasonable allocation of overhead expenses) that SUPPLIER incurred or will incur as a direct consequence of the cancellation;
供应商因或将因订购单被取消而直接招致的任何其他直接实际成本（包括间接费用的合理分配）；
- (c) the amount as agreed by the Parties in the Order Form as liquidated damages for the cancellation (in the event of a dispute over

any such compensation, the Parties agree to resolve the matter amicably); and
双方在订购单中约定为取消订购单的违约赔偿金的款项（若对任何此类赔偿有争议，双方同意友好地解决相关问题）；及

- (d) one-off installation charge and other non-recurring charge as set forth in the Order Form.

一次性安装费和订购单中订明的其他非经常性费用。

- 4.2 If Initial Term has been specified in the Order Form and BUYER terminates the Services prior to the end of such Initial Term, BUYER shall pay the following termination charges:

若订购单中已订明初始期限，但买方在该初始期限结束前终止服务，买方应支付下列终止费用：

- (a) all unpaid and/or outstanding Charges incurred up to and including the date of termination;
截至终止日期（含该日）产生的所有未付和/或未结费用；
- (b) all Charges that would have been payable for the remainder of the Initial Term; and
初始期限余下时间原本应付的所有费用；及
- (c) any taxes payable by BUYER.
买方应缴纳的任何税项。

- 4.3 Notwithstanding anything herein to the contrary, cancellation of any services ordered from third party service provider(s) on behalf of BUYER shall be subject to the terms and conditions imposed by such service provider(s).

即使本协议中有任何相反规定，代买方取消向第三方服务提供商订购的任何服务，应受该等服务提供商订定的条款和条件规限。

5. Term 期限

The Order Form shall commence and remain in force until the end of the Initial Term specified in the Order Form (if any) unless terminated earlier pursuant to this Agreement. Upon the expiry of the Initial Term, the Services shall automatically renew on monthly basis unless and until terminated by either Party at any time during its renewed tenure by giving not less than one (1) month's prior written notice of termination to the other Party.

订购单的有效期至订购单中订明的初始期限（如有）结束时为止，订购单根据本协议提前终止时除外。除非任何一方在续订期内任何时候向另一方发出不短于一 (1) 个月的书面终止通知，否则在初始期限届满时，服务将自动按月续订。

6. Payment 付款

All the Charges will be specified in the Order Form. Unless otherwise stated in the Order Form, all charges shall be paid within 30 days from the invoice date. SUPPLIER reserves the right to hold shipment of any further orders until payment has been received. If BUYER fails to pay any sum when due or fails to perform under this or any other agreement with SUPPLIER after thirty (30) Days' notice, SUPPLIER shall be entitled to impose interest on the amount due at 12% per annum. Interest will be calculated from due date. Any queries on invoices must be notified in writing within five (5) Working Days of the invoice date.

所有费用将在订购单中注明。除非订购单另有说明，所有费用需在账单日后 30 天内支付。供应商保留在收到付款前不对任何后续订单发货的权利。若在三十 (30) 天通知后，买方未能支付任何到期应付款项或未能履行本协议或与供应商达成的任何其他协议，供应商有权按 12% 的年息对应付款项收取利息。利息将从发票到期日开始计算。若对发票有任何疑问，必须在发票开具之日后五 (5) 个工作日内发出书面通知。

7. Delivery 交付

Delivery will take place in accordance with a schedule and in the quantities specified in the Order Form. SUPPLIER will deliver to the address specified in the Order Form using standard packaging (this may not be original packaging) and transportation. SUPPLIER shall make reasonable effort to meet such required delivery dates but SUPPLIER shall not accept any liability whatsoever resulting from delay or failure in delivery which is beyond its control. Claims for non-delivery must be made in writing to SUPPLIER within five (5) Working Days from date of invoice. No claims for shortage or visible damage will be accepted unless notification is received in writing within two (2) Days of receipt. BUYER may request to collect Products from SUPPLIER's premises, but SUPPLIER shall accept no responsibility for any damage or loss of the Products by BUYER's own or third party's transportation.

将根据安排交付订购单中订明的数量。供应商将使用标准包装（这可能不是原包装）和运输交付至订购单中订明的地址。供应商应尽合理努力按规定的交付日期交付，但供应商不承担因控制范围之外的交付延迟或失败而产生的任何责任。对未交付的索赔，必须采取书面形式，在发票开具之日后五 (5) 个工作日内发给供应商。除非在收货后两 (2) 天内收到书面通知，否则不接受对少件或明显破损的索赔。买方可要求在供应商的处所收货，但供应商不承担因买方自己运输或第三方运输导致产品损坏或丢失的任何责任。

8. Title 所有权

Risk in the Products shall pass to BUYER upon receipt of the Products and BUYER shall insure them for not less than the full invoice value whilst the Products are in BUYER's possession and control until full payment of the Products has been received by SUPPLIER. Title to the Products shall remain with SUPPLIER until full payment has been received by SUPPLIER from BUYER.

产品的风险将在买方接收产品时转移至买方，买方应在产品为其管有和控制的同时，为产品投保不低于全部发票金额的保险，直至供应商收到产品的全额付款为止。在供应商收到买方的全额付款前，产品的所有权始终归于供应商。

9. Trade Compliance and Export Controls 贸易合规与出口管制

Each Party shall, in the context of the services provided in terms of this Agreement:

对于依照本协议条款提供的服务，各方应：

- 9.1 comply with all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ("Sanctions"), as well as all trade and/or export control laws and regulations ("Trade Control") enacted or enforced by United Nations, the governments of the United Kingdom, European Union, United States of America and any other relevant country;

遵守联合国和英国、欧盟、美利坚合众国及任何其他相关国家政府制定或实施的所有经济、贸易和金融制裁法律法规、禁运令或限制性措施（“制裁”），以及所有贸易和/或出口管制法律法规（“贸易管制”）；

- 9.2 not knowingly do anything which may cause the other Party or members of its group to breach Sanctions and/or Trade Control, especially for BUYER that shall not use, transfer, release, export or re-export any goods, services, software, or technology hereunder in violation of the applicable laws;

不得故意做出任何可能导致另一方或其集团成员违反制裁和/或贸易管制的行为，尤其是买方在使用、转让、发布、出口或再出口本协议项下的任何货物、服务、软件或技术时不得违反适用法律；

- 9.3 provide such assistance, documentation and information to the other Party as that Party may reasonably request, including but not limited to, end customer information, destination and intended use of goods or services;

根据另一方的合理需求，向其提供帮助、资料和信息，包括但不限于终端客户信息、目的地、货物或服务的最终用途等；

- 9.4 notify the other Party in writing as soon as it

becomes aware of an actual or potential investigation or breach in relation to the applicable laws or any material change in the status of the Parties in respect of:

发现实际或潜在的调查、违反相关适用法律的行为或双方在以下方面有任何重大变化时，应当尽快以书面形式通知另一方：

(a) blacklist status e.g. the inclusion on a Sanctions, entity or other blocked lists in any applicable jurisdiction (as stated in clause 9.1 above);

黑名单情况，例如：被列入任何适用司法管辖区的制裁、实体或其他封锁名单中（如上文第9.1条所述）；

(b) licence or authorization status e.g. a loss of licence or authorization in respect of Sanctions, Trade Control and/or under other applicable laws;

许可或授权情况，例如：制裁、贸易管制和/或其他适用法律所要求的许可或授权

9.5 have the right to terminate this Agreement if any of the provisions of this clause are breached; or in the event of a breach of any of the provisions of this clause, the Party which has breached the relevant provisions for any direct losses incurred.

9.6 have the right to seek indemnities from the Party which has breached the relevant provisions for any direct losses incurred.
有权要求违反相关规定的一方赔偿其遭受的任何直接损失。

10. Service 服务

10.1 The Services to be provided by SUPPLIER will be defined and documented in a "scope of works" in or attached to the Order Form. The Services shall commence on the date specified in the Order Form and shall be complete on a signature by the BUYER or when all the works detailed in the scope of works document have been completed. Where the Services are charged on a time and materials basis rather than a fixed price, SUPPLIER shall supply, if requested, completed time sheets to verify its charges.

供应商提供的服务将在订购单中的或附加订购单中的“工作范围”中界定和记录。服务将于订购单中订明的日期开始，并将在买方签署或工作范围文件中所述的所有工作完成时完成。若服务是按工时和材料而不是固定价格计费，供应商应（如有要求）提供完成的工时表确认费用。

10.2 If SUPPLIER arranges third party service provider(s) to provide services on behalf of BUYER in connection with the Services, BUYER is deemed to have agreed to and accepted all the applicable terms and conditions provided those terms and conditions are terms and conditions reasonably and ordinarily imposed by the service provider(s) and provided that the applicable charges are in accordance with the

amount of charges specified in the Order Form. BUYER shall pay SUPPLIER for any such charges imposed by such service provider(s).

若供应商代买方就服务安排第三方服务提供商提供服务，买方即视为已同意和接受所有适用的条款和条件，前提是该等条款和细则是该等服务提供商平常合理订定的条款和条件，且适用费用符合订购单中订明的费用金额。买方应向供应商支付该等服务提供商收取的任何费用。

11. BUYER Responsibilities 买方的责任

11.1 In addition to BUYER's other obligations under this Agreement and where appropriate, BUYER shall:

除买方在本协议下的其他责任外，如适当，买方应：

(a) provide a representative who shall sign all relevant documentation for and on behalf of the BUYER;
派代表替或代其签署所有相关文件；

(b) provide, at its expense, such technical and other information, as SUPPLIER shall require for the performance of the Services; 自费提供供应商提供服务所需的技术和其他信息；

(c) provide such access to its equipment, as SUPPLIER shall require for the provision of the Services. This includes access to any telecommunications lines required for the Services and suitable passwords for any equipment. BUYER understands and acknowledges that if sufficient access is not provided, SUPPLIER shall not be obliged to perform the Services and may charge BUYER for costs and expenses incurred; 提供供应商提供服务所需的设备访问权限。其中包括服务所需的任何电信线路的访问权限和任何设备的恰当密码。买方明白和确认，若未提供足够的访问权限，供应商无须提供服务，但可就招致的成本和开支向买方收费。

(d) take all reasonable precautions to protect the health and safety of SUPPLIER personnel whilst on BUYER's site;
采取一切合理预防措施，在供应商人员在买方场所时保护他们的健康和安全；

(e) ensure that adequate backup copies of its operating system, application software and data files are kept; and
确保对操作系统、应用程序软件和数据文件进行适当的备份；及

(f) provide a suitable main power supply and a suitable working area for SUPPLIER personnel.
为供应商的人员提供合适的主电源和合适的工作区域。

12. Termination 终止

12.1 If: (a) BUYER fails to pay any outstanding Charges due under this Agreement within thirty (30) Days of SUPPLIER notifying BUYER of the delinquency; or (b) BUYER fails to comply with any other material provision of this Agreement and has not remedied the failure within thirty (30) Days of SUPPLIER notifying BUYER, BUYER will be in default of this Agreement. Once BUYER is in default of this Agreement, SUPPLIER may at its sole discretion do any or all of the following: (i) terminate or temporarily suspend all of the Services or just the Services that are the subject of the default; (ii) terminate this Agreement; (iii) attach, take possession of and/or remove any equipment BUYER has in SUPPLIER facilities in connection with the Services and, subject to applicable law, sell or otherwise dispose of it in full or partial satisfaction of amounts owe SUPPLIER under this Agreement; or (iv) exercise such other remedies as are available to SUPPLIER or SUPPLIER's Affiliates at law or in equity. If SUPPLIER terminates the Services or the Agreement, in addition to all Charges accruing to the applicable Services up to and including the termination date, BUYER must also pay SUPPLIER the termination charges described in Clauses 12.3. In the event SUPPLIER suspends Services pursuant to this Clause, Charges will continue to accrue during the period of suspension until (a) SUPPLIER terminates the Services or this Agreement or (b) BUYER cures the applicable default and SUPPLIER reactivates the Services.

若: (a) 买方在获供应商通知拖欠付款的三十 (30) 天内未能支付本协议下到期应付的任何未结费用, 或 (b) 买方未能遵守本协议中的任何其他重要条文, 并且在供应商通知买方的三十 (30) 天内未做出补救, 买方即属违反本协议。一旦买方违反本协议, 供应商即可全权酌情采取以下任何或所有行动: (i) 终止或暂时中止所有服务, 或只终止或暂时中止为违约标的的服务; (ii) 终止本协议; (iii) 扣押、占有和/或移除其设施中与服务有关的任何买方设备, 及在适用法律的规限下, 将该设备出售或作另行处置, 以足额或部分清偿根据本协议应获付的款项; 或 (iv) 行使其或其联营公司在法律或衡平法上可获得的其他补救。若供应商终止服务或本协议, 除适用服务截至终止日期 (含该日) 产生的所有费用外, 买方还须向供应商支付第 12.3 条所述的终止费用。若供应商根据本条中止服务, 费用将在中止期间继续累积, 直至 (a) 供应商终止服务或本协议, 或 (b) 买方对适用违约行为做出补救, 及供应商重新激活服务。

12.2 If SUPPLIER fails to perform a material obligation under this Agreement and has not remedied such failure within sixty (60) Days of BUYER notifying SUPPLIER, BUYER may terminate the Services. BUYER will not be liable

for any Charges accruing to the Services from the date of termination. If SUPPLIER's failure to perform (and no other factors attributed by BUYER) resulted in BUYER not being able to use the Services, BUYER will not be liable for any Charges accruing to the Services after the date the Services became unusable. Termination of the Services is BUYER's sole and exclusive remedy under this Agreement for breach by SUPPLIER. Termination of the Services is BUYER's sole and exclusive remedy under this Agreement for breach by SUPPLIER

若供应商未能履行本协议下的重要责任, 并且在买方通知供应商的六十 (60) 天内未有对此做出补救, 买方即可终止服务。自终止日期起计产生的任何服务费用, 买方无需承担。若买方无法使用服务是因为供应商未能履约 (和非因买方造成的其他因素) 造成, 买方无需承担自服务不可用之日后产生的任何服务费用。终止服务是买方根据本协议针对供应商违约做出的唯一排他性补救。

12.3 For Services that are terminated prior to the end of the applicable Initial Term, BUYER must pay the following termination charges: (a) all unpaid and/or outstanding Charges incurred up to and including the date of termination; and (b) all monthly service charge that would have been payable for the remainder of the Initial Term; and (c) any initial charge or one-off charge waived by SUPPLIER; and (d) any taxes payable by BUYER.

对于在适用初始期限结束前终止的服务, 买方必须支付以下终止费用: (a) 截至终止日期 (含该日) 产生的所有未付和/或未结费用; 及 (b) 初始期限余下时间原本应付的所有每月服务费用; 及 (c) 供应商免除的任何初始费用或一次性费用; 及 (d) 买方应缴纳的任何税费。

12.4 If any proceedings in bankruptcy, reorganization, insolvency, liquidation or receivership are commenced by or against either Party, the other Party may, upon twenty-four (24) hours written notice, terminate this Agreement within immediate effect.

若任何一方提起或被提起任何破产、重组、无力偿债、清算或接管程序, 另一方可发出二十四 (24) 小时书面通知, 终止本协议, 并立即生效。

13. Warranty 保证

13.1 SUPPLIER warrants that it will deliver the Service using the reasonable skill and care of a competent telecommunications service provider and will use reasonable efforts to restore the Service in the case of a network failure. SUPPLIER makes no other warranty or guarantee, express or implied, under this Agreement or otherwise. SUPPLIER further expressly disclaims any implied warranties of merchantability, satisfactory quality and/or fitness for a particular purpose.

供应商保证，其将以一家称职的电信服务提供商的合理技能和谨慎态度交付服务，并且将在发生网络故障时，尽合理努力恢复服务。供应商概未在本协议下或在其他情况下做出任何其他明示或默示保证或担保。供应商进一步明确否认对适销性、质量令人满意和/或特定用途适合性的任何默示保证。

13.2 Each Party's ("Defaulting Party") entire liability to the other Party ("Non-Defaulting Party") and the Non-Defaulting Party's exclusive remedies against the Defaulting Party for any damages arising from any act or omission relating to this Agreement, regardless of the form of action, whether in contract, tort, strict liability or otherwise, are limited to the following:

对于因与本协议有关的任何行为或疏漏而产生的任何损害赔偿，不论采取何种诉讼形式，亦不论是在合同、侵权、严格责任或其他方面，各方（“违约方”）对另一方（“非违约方”）负有的全部责任，及非违约方对违约方的唯一补救，以下列者为限：

(a) for direct damages to real or tangible personal property, Non-Defaulting Party's proven direct damages, a maximum amount equal to the aggregate Monthly Service Charge paid by BUYER under this Agreement;

对于实体或有形动产的直接损害赔偿，非违约方经证实的直接损害赔偿，最高为买方根据本协议支付的每月服务费用总额；

(b) for death, dismemberment, disfigurement, incapacitation, mutilation or other personal injury, unlimited but subject to proven direct damages;

对于死亡、肢解、毁容、失能、残废或其他人身伤害，无限制，但须受经证实的直接损害赔偿规限；及

(c) in respect of SUPPLIER as Defaulting Party, for events entitling BUYER to Service Credits under an applicable service level agreement or specific term and conditions of sale, the specified credit allowances.

若违约方是供应商，对于使买方有权根据适用的服务水平协议或具体的出售条款和条件获得服务费减免的事件，订明的减免额。

13.3 Each Party will in no circumstances be liable to the other Party or any person claiming through that other Party for any indirect, incidental, consequential, reliance, or special damages or for lost revenues, loss of data, lost savings or lost profits of any kind, regardless of the form of action, whether in contract, warranty, strict liability or tort, including, without limitation, negligence of any kind whether active or passive. Each Party will in no circumstances be liable for any damages attributable to any service, product or actions of any person other than that Party, its employees and agents.

对于任何间接、附带、相应而生、信任或特别损害赔偿，或任何种类的收入损失、数据丢失、储

蓄损失或利润损失，不论采取何种诉讼形式，亦不论是在合同、保证、严格责任或侵权方面，包括但不限于任何种类的主动或被动过失，各方在任何情况下都不对另一方或通过该另一方索赔的任何人士承担责任。各方在任何情况下都不对该方、其员工和代理以外的任何人士的任何服务、产品或行为造成的任何损害赔偿负责。

14. Service Provisioning Information

服务提供信息

14.1 SUPPLIER may request for certain company particulars and service provisioning information (the "Information") from BUYER for the provision of the Services. BUYER may decline to provide such Information but SUPPLIER may reserve the right to decline the provision of the Services.

对于服务的提供，供应方可要求买方提供具体的公司详情和服务提供信息（“信息”）。买方可拒绝提供此类信息，但供应方可保留拒绝提供服务的权利。

14.2 BUYER agrees and understands that SUPPLIER may use the Information for

买方同意并理解，供应方可将信息用作以下用途：

(a) provision of the Services to BUYER including the transfer of the Information to third parties service provider as necessary for the provision of the Services to BUYER and/or transfer to Affiliates as necessary for the provision of any service by such Affiliates;

向买方提供服务，包括向第三方服务提供方共享此类信息，以便向买方提供服务，和/或向关联方共享此类信息，以便关联方提供任何服务；

(b) matching the Information with other data collected for other purposes and from other sources including third parties in relation to the provision of the Services;

将此类信息与出于其他用途、从其他源头（包括参与服务提供的第三方）处收集的其他信息进行匹配；

(c) improving the Services or the provision of services by Affiliates;

改进自身服务或关联方提供的服务；

(d) analyzing, authenticating and checking BUYER's credit, payment and/or status in relation to the provision of the Services.

分析、验证和检查买方信用、付款和/或其他与提供服务相关的情况。

(e) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to the provision of the Services or requested by BUYER.

处理与提供服务有关或买方要求的任何付款指示、直接借记工具和/或信贷工具。

- (f) enabling the daily operation of BUYER's accounts with SUPPLIER or SUPPLIER's Affiliates and/or the collection of amounts outstanding from BUYER (which may include disclosing BUYER's such Information to debt collection agents) in relation to the Services or any products or services provided by SUPPLIER's Affiliates; and
确保供应方或其关联方处买方账户的日常运作, 和/或就其服务或关联方提供的任何产品或服务, 从买方处收取应付款项(包括向收债代理披露买方的相关信息); 和
- (g) disclosure as required by law or prevention or detection of crime.
法律要求的信息披露, 或者基于预防或调查犯罪目的的披露。

14.3 BUYER shall notify SUPPLIER of any changes of the Information which may affect the provision of the Services to BUYER. On SUPPLIER's request, BUYER shall provide SUPPLIER with the Information relating to BUYER and BUYER's use of Services reasonably required by SUPPLIER to

买方应告知供应方任何可能会影响向买方提供服务的信息变更。应供应方合理要求, 买方应向供应方提供买方信息和买方使用服务的信息, 以用作下列用途:

- (a) assist SUPPLIER in complying with SUPPLIER's obligations under any applicable law;
配合供应方履行其在任何适用法律项下承担的义务;
- (b) report to any government agency regarding compliance with those obligations; and
向任何政府机构汇报义务履行情况; 和
- (c) assess whether BUYER has complied, is complying and will be able to comply with all of BUYER's obligations under this Agreement.
评估买方是否履行、正在履行且将来有能力履行本协议下买方承担的所有义务。

**15. Confidentiality
保密**

- 15.1** From the Effective Date until the expiration of three (3) years following the termination of this Agreement, BUYER must keep the information marked or otherwise reasonably understood to be confidential or proprietary of SUPPLIER ("Information") confidential and not disclose without SUPPLIER's consent the Information, and will use the same level of care with respect to the Information as BUYER employs with respect to its own confidential or proprietary information.

从生效日期起至本协议终止后届满三 (3) 年时, 买方必须对标示为或在其他情况下合理认为属机密或专有的供应商信息 ("信息") 保密, 未经供应商

同意, 不得进行披露, 且买方还须以对待自有机密或专有信息的同等谨慎程度对待该信息。

- 15.2** Notwithstanding the above, Information will not be deemed confidential and BUYER will have no obligation with respect to any Information which (i) is already known to BUYER, (ii) is or becomes publicly known through no negligent or wrongful act of BUYER, (iii) is received by BUYER from another source without similar restriction and without breach of this Agreement, or (iv) is furnished to a third party by SUPPLIER without similar restrictions on the third party's rights.

即使已有上述规定, 任何信息若 (i) 已为买方所知、(ii) 非因买方疏忽或不当行为而为或变为公众所知、(iii) 是买方从其他来源获得, 且没有类似限制, 也没有违反本协议, 或 (iv) 是由供应商提供给第三方, 且对第三方权利没有类似限制, 则不视为机密, 买方对此不负有任何责任。

- 15.3** If BUYER receives lawful process requesting or requiring it to disclose any Information, BUYER will promptly notify SUPPLIER in order that SUPPLIER may seek an appropriate protective order, or consent to the release of the Information.

若买方接到要求或需要其披露任何信息的法律程序, 买方将及时通知供应商, 以便供应商可寻求适当的保护令, 或同意披露该信息。

**16. Force Majeure
不可抗力**

Neither BUYER nor SUPPLIER may be held responsible for any delay or failure in performance of any part of this Agreement if and to the extent that it is caused by acts of God or nature (including wild animals), war or war-like conditions, mob violence, acts or failures to act of any governmental authority, or any other events or circumstances beyond the reasonable control of the concerned Party ("Force Majeure Event"). However no force majeure events or circumstances will excuse BUYER from BUYER's obligation to make any payments that are owed to SUPPLIER for Services delivered before the Force Majeure Event or that accrue due to BUYER's continued use of the Services thereafter. A Party who intends to invoke the exemption under the Force Majeure Event must give the other Party reasonable written notice of any Force Majeure Event setting out the anticipated impact upon its obligation under this Agreement and use reasonably commercial efforts to mitigate the effect of the Force Majeure Event. If any Force Majeure Event affecting a Party lasts for more than three (3) months, either Party may terminate the affected Services upon seven (7) Days' prior written notice to the other Party. Neither Party will incur any liability or penalties other than the obligations to pay any outstanding Charges in the event Services are terminated due to the Force Majeure Event.

买方和供应商均不对延迟或未能履行本协议的任何部分负责, 前提是延迟履行或未能履行是由天

灾或自然灾害（包括野生动物）、战争或类似战争的状况、群体暴力、任何政府机关的作为或不作为，或相关方合理控制范围以外的任何其他事件或情况（“不可抗力事件”）造成。但任何不可抗力事件或情况均不会免除买方向供应商支付不可抗力事件发生前交付的服务的任何欠款或买方之后继续使用服务产生的任何款项的责任。一方若有意援引不可抗力事件条款下的豁免规定，必须就任何不可抗力事件向另一方发出合理书面通知，说明其在本协议下的责任预期受到的影响，并尽商业上合理的努力减轻不可抗力事件的影响。若任何不可抗力事件对一方的影响超过三 (3) 个月，任何一方均可提前七 (7) 天向另一方发出书面通知，终止受影响的服务。若服务因不可抗力事件而终止，除支付任何未结费用外，任何一方都不会招致任何责任或处罚。

17. **Publicity and Advertising** **宣传和广告**

Neither Party may publish or use any advertising, sales promotions, press releases or other publicity which use the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party, provided that SUPPLIER may list BUYER as a user of the Service in SUPPLIER's advertising and sales promotion materials.

任何一方未经另一方事先书面批准，不得发布或使用当中使用另一方名称、标识、商标或服务标志的任何广告、促销、新闻稿或其他宣传资料，前提是供应商在其广告和促销材料中将买方列作服务的用户。

18. **Survivability** **尚存**

Any provision of this Agreement which by its context is intended to apply after termination of this Agreement will survive its termination.

本协议的任何条文若按其文意拟于本协议终止后适用，则在其终止后继续有效。

19. **Waiver** **豁免**

The waiver by either Party of any breach of this Agreement by the other Party in a particular instance will not operate as a waiver of any subsequent breaches of a same or different kind. The failure of either Party to exercise any rights under this Agreement in a particular instance will not operate as a waiver of the Party's right to exercise the same or different rights in any subsequent instance.

任何一方对另一方在特定情况下违反本协议的豁免，不得视为对日后任何同类或不同类违约行为的豁免。一方未能在特定情况下行使本协议下的任何权利，不得视为该方对日后行使相同或不同权利的放弃。

20. **Assignment and Subcontracting** **转让和分包**

This Agreement may not be assigned or transferred by either Party unless the other Party gives its prior written consent. However, notwithstanding the foregoing, SUPPLIER may: 任何一方均不得转让或出让本协议，经另一方事先书面同意者除外。但即使已有前述规定，供应商仍可：

- (a) freely assign or transfer this Agreement to any of SUPPLIER's Affiliates;
自由地将本协议转让或出让予其任何联营公司；
- (b) freely assign SUPPLIER's right to receive payments for the Service; and
自由地转让其收取服务付款的权利；及
- (c) subcontract Service or a portion thereof provided that SUPPLIER will remain liable for the performance of any of SUPPLIER's subcontractors.
将服务或其中一部分分包，前提是供应商将始终对其任何分包商的履约情况负责。

Any purported assignment that is inconsistent with this Clause will be void. The Parties agree that they will execute all documents and do all such acts reasonably necessary to give effect to this Clause 20.

任何宣称的转让若不符合本条规定，即告无效。双方同意，他们将签署使第 20 条生效合理所需的所有文件，并采取使第 20 条生效合理所需的所有行动。

21. **Independent Contractors** **独立承包商**

Under this Agreement, both Parties are independent contractors which maintain complete control over their own personnel and operations. Neither Party will become a partner, agent, fiduciary or legal representative of the other through operation of this Agreement.

根据本协议，双方均为能全面控制各自人员和业务的独立承包商。任何一方都不会通过本协议的施行成为另一方的合作伙伴、代理、受托人或法定代表。

22. **No Third Party Beneficiaries** **无第三方受益人**

This Agreement is not intended to be for the benefit of any third party, is not enforceable by any third party, and does not confer upon any third party any remedy, claim or rights.

本协议并非为了任何第三方的利益，不可由任何第三方强制执行，亦不会赋予任何第三方任何补救、索赔或权利。

23. **Entire Agreement** **完整协议**

This Agreement embodies the entire understanding between the Parties in relation to the Services and there are no promises, terms, conditions or obligations, oral or written expressed or implied other than those contained herein. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the Parties hereto.

本协议体现了双方就服务达成的完整谅解，除本协议所声明的外，概不存在其他口头或书面的明示或默示的承诺、条款、条件或责任。对本协议做出的修订或更改，除非是以书面形式做出并获本协议双方签署，否则一律无效。

24. Notices 通知

24.1 All notices, requests, or other communications hereunder shall be in writing, addressed to the Parties as follows:

根据本协议做出的所有通知、要求或其他通信，应采取书面形式寄给双方，地址如下：

(a) If to SUPPLIER:

Level 30, Tower 1,
Kowloon Commerce Centre,
No.51 Kwai Cheong Road,
Kwai Chung, New Territories,
Hong Kong.

若寄给供应商：
香港
新界葵涌
葵昌路 51 号
九龙贸易中心
1 座 30 楼

Attention: Legal Department
Facsimile: +852 3188 1660
Telephone: +852 3975 6688
Email: legal@cmi.chinamobile.com

收件人： 法务部
传真： +852 3188 1660
电话： +852 3975 6688
电邮： legal@cmi.chinamobile.com

(d) If to BUYER, shall be sent to the address specified in the Order Form.

若寄给买方，则应寄送至订购单中声明的地址。

24.2 Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the seventh (7th) Working Day following the mailing thereof. Notices sent by facsimile or email shall be conclusively deemed to have been received when the delivery confirmation is received. If either Party wishes to alter the address to which communications to it are sent, it may do so by

providing the new address in writing to the other Party.

通过挂号信或保证邮件寄送的通知，应视为已于邮寄后的第七 (7) 个工作日由收件人收讫。通过传真或电子邮件发送的通知，应视为已于收到送达确认时收讫。若任何一方希望更改收信地址，可书面提供新地址给另一方。

25. Governing Law 管辖法律

This Agreement shall be governed by the laws of the jurisdiction as set out in the Order Form without reference to its conflict of law provisions and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the jurisdictions set out in the Order Form and any court of appeal therefrom. If the Order Form does not state a governing law or jurisdiction, then the laws of the region, state and/or country (as applicable) where the SUPPLIER contracting entity which signs the Order Form is registered or incorporated will apply and the Parties irrevocably submit to the exclusive jurisdiction of the courts of such jurisdiction and any court of appeal therefrom. In the event BUYER fails to pay any invoiced amount which it has not disputed in accordance with Clause 6, then SUPPLIER may seek to recover the sum due in any court of competent jurisdiction without reference to its conflicts of law and BUYER hereby submits to the jurisdiction of any such court.

本协议受订购单中所述司法权区的法律监管，不考虑其法律冲突条文，双方不可撤销地愿受订购单中所述司法权区的法院及任何上诉法院的专属司法管辖权管辖。若订购单中没有订明监管法律或司法权区，则签署订购单的供应商承包实体注册或注册成立的地区、州和/或国家（如适用）的法律将适用，且双方不可撤销地愿受该司法权区的法院及任何上诉法院的专属司法管辖权管辖。若买方未能支付根据第 6 条无争议的任何发票金额，则供应商可寻求在任何具有司法管辖权的法院追回到期应付款项，不考虑其法律冲突，买方谨此愿受任何该法院的司法管辖权管辖。