



HUBGRADE™ TERMS OF USE 使用条款

The HUBGRADE™ Platform, which can be accessed at the following URL <https://hubgrade.watertechnologies.cn/> hereinafter the “HUBGRADE™ Platform”) is published by **Veolia Water Technologies (Shanghai) Co., Ltd** (hereinafter “VWT”, “We” or “Us”).

可通过如下 URL 地址: <https://hubgrade.watertechnologies.cn/>, 登录 HUBGRADE™平台 (以下简称“HUBGRADE™平台”)。HUBGRADE™平台由威立雅水处理技术(上海)有限公司(以下简称“VWT”、“我方”或“我们”)发布。

The hosting of the HUBGRADE™ Platform is performed by VWT in association with some third party companies which VWT or Affiliates thereof have contractual arrangements with.

HUBGRADE™平台交由 VWT 和某些第三方公司共同托管, 其中 VWT 或其关联公司应与该第三方公司签署合同协议。

Through its various Modules, the HUBGRADE™ Platform allows any User to connect to it, view and share information on the management and operations of their water treatment systems as applicable and further described in the Agreement (as defined below).

HUBGRADE™平台设有各种模块, 并通过该模块允许用户连接该平台, 查看并分享其水处理系统管理和运行相关适用信息, 更多描述见协议(见如下定义)。

The present and Conditions of Use of the HUBGRADE™ Platform (hereinafter the “**Terms of Use**”) govern the relationship between VWT and You, both as a User (as further defined below) of the HUBGRADE™ Platform and an authorized representative of the Customer.

HUBGRADE™平台的本使用条款(以下简称“使用条款”)适用于 VWT 与贵方之间的关系, 此处的贵方既是 HUBGRADE™平台的用户(详细定义如下), 也是客户的授权代表。

By accessing or using the HUBGRADE™ Platform, You accept these Terms of Use, together with those of third party companies (as referred to hereinabove), without any reservation, on Your own behalf and on behalf of the Customer (as defined below) that You herein represent. You acknowledge and agree that if You do not abide by these Terms of Use, You are not authorized to access or use in any manner the HUBGRADE™ Platform. For further information, We request You to contact the Customer or VWT (as defined below). We recommend that You print a version of these Terms of Use for future reference.

登录或使用 HUBGRADE™平台即表明贵方代表本人和贵方在本文中所代表的客户(见如下定义), 与第三方公司(见如上所述)完全接受本使用条款。贵方在此确认并同意, 如未遵守本使用条款, 则无权以任何方式登录和使用 HUBGRADE™平台。如需更多信息, 请按要求联系客户或 VWT(见如下定义)。建议打印本使用条款的副本, 以供日后参考。

1. Definitions

1. 定义

Any term or expression starting with a capital letter used and not defined herein shall have the same meaning as set forth in the Agreement, unless otherwise stated hereinafter:

除下文另有规定外, 本文中所用的首字母大写的词语或表达, 如未在本文中找到定义, 应具有协议中载明的含义。

1.1. **Account:** means in relation to the Customer, any account on the HUBGRADE™ Platform of any User; it being noted that the rights granted to any Account may vary subject to the Modules which have been actually subscribed by the Customer pursuant to the Agreement.

1.1 **账户:** 就客户而言, 系指用户在 HUBGRADE™平台开立的账户; 值得注意的是, 授予任一账户的权利会有所不同, 具体取决于客户根据协议实际订购的模块。

1.2. **Affiliate:** means any legal entity, partnership, joint venture, equity company or other type of company, including in particular any and all subsidiaries which, directly or indirectly, controls a party and/or is under the control of a party and/or is under the control of the ultimate parent company of one party, and “**control**” shall mean the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise).

1.2. 关联公司系指直接或间接控制一方, 和/或受一方控制, 和/或与一方的最终母公司受相同控制的法律实体、合伙企业、合资企业、股权公司或其他类型的公司, 尤其包括所有子公司, “**控制**”系指通过所有权、合同或其他方式, 直接或间接指导另一家公司事务。

1.3. **HUBGRADE™ Assist:** means a Module (as may evolve from time to time) aiming to provide customized, comprehensive and data-driven technical support to customers by understanding their specific needs and therefore unlocking potential to generate additional revenue. It encompasses both human to human and digital to human interactions. Its Core mode deliver access to the following services: rationalization and interpretation of

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generated alarms and notifications, formulation of smarter KPIs, adapt and reformulate the initially set KPIs to adapt to the changing reality of plant aging and plant operations; recommendations for future operation based on the generated automatic reports and leveraging Veolia Technical expertise to enhance operational excellence through digitalization; while its Extended modes may also offer: elearning; augmented reality and/or expert forums (access to expertise out of hours).

- 1.3. **HUBGRADE™ Assist** 系指一个模块（会不定时地升级），该模块旨在通过了解客户的特定需求，并因此解锁产生更多收益的潜能，从而为客户提供定制化、全面及数据驱动的技术支持；包括人与人以及数字与人之间的互动。其核心模式允许获得如下服务：产生警报和通知的合理化和解释、制定更智能的关键绩效指标（KPI）、改编并重新制定初始设置的 KPI 以适应不断变化的工厂老化和工厂经营状况；根据自动生成的报告提出未来经营相关建议并利用威立雅技术专长来突显数字化经营的优势；而其延伸模式还可以提供：网络学习；扩增实境和/或专家论坛（非工作时间获取专业知识）。
- 1.4. **HUBGRADE™ Performance/Insight**: means a Module (as may evolve from time to time) consisting of an online web application which may provide advanced key performance indicators, with actionable insights, predictive maintenance, prescriptive maintenance and indicators which may provide benchmarking per Equipment, site and/or industry. It may also serve in the review of trends and provide suggestions for process improvement as the case may be.
- 1.4. **HUBGRADE™ Performance/Insight** 系指一个模块（会不定时地升级），该模块由在线网络应用程序构成，该程序可提供高级关键绩效指标，可行的见解、预测性维护、规范性维护以及根据设备、站点和/或行业提供基准的指标。其还可以服务于趋势的审查，并视情况，为工艺改进提出建议。
- 1.5. **HUBGRADE™ Performance/Plant Lab**: means a special feature that is provided through HUBGRADE™ Performance/Plant Module. The Agreement specifies whether the subscription only includes HUBGRADE™ Performance/Plant Lab or any other features under HUBGRADE™ Performance/Plant Module. HUBGRADE™ Performance/Plant Lab allows the Customer(s) and/or User(s) to develop, test and complete their own algorithms for similar tasks, as described herein for HUBGRADE™ Performance/Plant Module. The Customer algorithms may be used to supplement or replace the other features that may be delivered through HUBGRADE™ Performance/Plant Module to the extent specified in the Agreement.
- 1.5. **HUBGRADE™ Performance/Plant 实验室**系指通过 HUBGRADE™ Performance/Plant 模块提供的一种特殊特性。协议明确规定了订购是仅包含 HUBGRADE™ Performance/Plant 实验室还是包含 HUBGRADE™ Performance/Plant 模块下的其他特性。HUBGRADE™ Performance/Plant 实验室允许客户和/或用户开发、测试和完善自己的算法以完成类似的任务，如本文 HUBGRADE™ Performance/Plant 模块的相关规定所述。客户算法可在本协议规定范围内，用于补充或替代通过 HUBGRADE™ Performance/Plant 模块交付的其他特性。
- 1.6. **HUBGRADE™ Essential**: means the Module of the HUBGRADE™ Platform (as may evolve from time to time) which is a customer portal for remote monitoring of connected equipment, allowing access to captured historical data on equipment, facilitating the comparative analysis of parameters, providing alarm management feature for equipment events, maintaining site-specific and equipment specific document management, handle team management, providing features to manage servicing on-site, giving access to service reports and sales information.
- 1.6. **HUBGRADE™ Essential** 系指 HUBGRADE™平台的模块（会不定时升级），该模块是客户远程监督所连接设备的门户，允许查看捕获的设备历史数据，便于对比分析参数，提供设备故障报警管理功能，维持特定站点和设备的文件管理，处理团队管理，提供现场维修管理服务，授权查阅服务报告和销售信息。
- 1.7. **HUBGRADE™ Performance/Plant**: means a Module (as may evolve from time to time) consisting of a suite of intelligent software solutions for real-time performance optimization of water treatment (including but not limited to wastewater, sludge, biogas, product recovery) plants and facilities. The Performance/Plant Module receives Equipment Data from the Customers' systems and, in return, provides the Customer with advanced Data analysis and interpretation for the continuous optimization and stabilization of operations for the Customer's complete water and wastewater infrastructure (plants and networks). The Performance/Plant Module superimposes Customer's PLC (Programmable Logic Controller) and SCADA (Supervisory Control And Data Acquisition) systems, which send real-time Data to the Performance/Plant Module, which uses such Data to:
- 1.7. **HUBGRADE™ Performance/Plant** 系指一个模块（会不定时地升级），该模块由一套智能软件解决方案组成，该方案能实现优化水处理（包括但不限于废水、污泥、沼气、产品回收）工厂和设施的性能。Performance/Plant 模块从客户系统中接收设备数据，反过来，向客户提供先进的数据分析和解释，从而实现客户整个水务和废水基础设施（水厂和水网）的持续优化和稳定运行。Performance/Plant 模块上附加有客户的 PLC（可编程的逻辑控制器）和 SCADA（监视控制和数据采集）系统，该系统将向 Performance/Plant 模块发送实时数据，此数据用于：
- (i) calculate optimized setpoints which the Performance/Plant Module provides for Customer's PLC and SCADA systems, and which subsequently control the plant in accordance with the new setpoints; and

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- (i) 计算优化设定点，该设定点由 Performance/Plant 模块为客户的 PLC 和 SCADA 系统提供，之后将按新设定点来控制水厂；并且
- (ii) present data for the operations organization in a way that can be used to decide upon and administer actions.
(ii) 为运行组织列示数据，从而用于决定和管理行动举措。
- 1.8. **Customer:** means the legal entity (as further identified in the Proposal) that (i) has entered into the Agreement with VWT and (ii) has authorized You to access and use Your User Account(s).
- 1.8. **客户**系指如下法律实体（可根据方案做进一步确定）：（i）与 VWT 达成协议，并且（ii）授权贵方登录和使用自己的用户账户。
- 1.9. **Customer Content:** means any and all content published by any Customer on the HUBGRADE™ Platform, which includes required data coming from the Control System, PLC and/or SCADA system of such Customer that is received, processed, transmitted, returned and/or displayed by the HUBGRADE™ Platform.
- 1.9. **客户内容**系指客户在 HUBGRADE™平台上发布的全部内容，包括来源于此客户之控制系统、PLC 和/或 SCADA 系统，并由 HUBGRADE™平台接收、处理、传输、退还和/或显示的必需数据。
- 1.10. **Log-In-Credentials:** means the username and the password entered by any User to access and use the HUBGRADE™ Platform.
- 1.10. **登录证书**系指用户访问和使用 HUBGRADE™平台所输入的用户名和密码。
- 1.11. **Module:** means (i) any module of the HUBGRADE™ Platform which makes an application, such as Essential, Performance/Insight, Assist, Performance/Plant, accessible to any User and/or (ii) the Remote Control Service which serves VWT to perform the Service(s) in accordance with this Agreement.
- 1.11. **模块**系指（i）用户可访问某一应用程序的 HUBGRADE™平台模块，例如 Essential, Performance/Insight, Assist, Performance/Plant, 和/或（ii）VWT 为根据本协议履行服务而使用的远程控制服务。
- 1.12. **Service:** means any service as subscribed by the Customer pursuant to the Proposal and performed by VWT through one or more Module(s) of the HUBGRADE™ Platform in accordance with the terms and conditions of this Agreement.
- 1.12. **服务**系指客户根据方案订购的，以及 VWT 根据本协议条款和条件，通过 HUBGRADE™平台的一个或多个模块履行的服务。
- 1.13. **User:** means any natural person who is an employee or a representative of the Customer and is properly authorized by it for accessing and using the HUBGRADE™ Platform.
- 1.13. **“用户”**系指作为客户员工或代表的自然人，其经适当授权可访问并使用 HUBGRADE™平台。
- 1.14. **User Content:** means any and all content You post or publish in any manner on the HUBGRADE™ Platform, as well as any other content You provide to VWT, including without restriction, any and all comments You may publish within the room dedicated to that purpose.
- 1.14. **用户内容**系指贵方在 HUBGRADE™平台上以任何方式发布或发表的所有内容，以及贵方向 VWT 提供的其他内容，包括但不限于贵方在为此专门指定的空间内发表的所有评论。
- 1.15. **VWT:** means Veolia Water Technologies (Shanghai) Co., Ltd.
- 1.15. **VWT** 系指威立雅水处理技术（上海）有限公司。
- 1.16. **VWT Agreement** or the **Agreement:** means the agreement as entered between Veolia Water Technologies (Shanghai) Co., Ltd and the Customer for the supply of the Services.
- 1.16. **VWT 协议或协议**系指威立雅水处理技术（上海）有限公司与客户之间就服务提供而达成的协议。
- 1.17. **VWT Content:** means any content that can be accessed on the HUBGRADE™ Platform such as, but without restriction, texts, graphics, logos, images, videos, trademarks, names, designs, software and databases not originating from Users or Customers.
- 1.17. **VWT 内容**系指可在 HUBGRADE™平台上查看的非用户和客户来源的内容，例如，但不限于，文本、图形、标志、图像、视频、商标、名称、设计、软件和数据库。
- 1.18. **Third-Party Content:** means any and all third-party content made available through the HUBGRADE™ Platform, such as Google Maps. Any Third Party Content may solely be used in connection with the HUBGRADE™ Platform, and no User shall own any independent rights of any kind to this Third Party Content. VWT shall assume no

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responsibility for errors and/or non-conformities in such Third Party Content, though VWT does guarantee that they can be used by the Users legally and at no additional cost in connection with the use of the HUBGRADE™ Platform.

- 1.18. **第三方内容**系指通过 HUBGRADE™平台提供的所有第三方内容，例如谷歌地图。第三方内容仅可与 HUBGRADE™平台一起使用，且任何用户对此第三方内容不享有任何类型的独立权利。VWT 对此第三方内容的错误和/不符不承担责任，但是 VWT 要确保用户能与 HUBGRADE™平台一起合法使用，且不会产生额外费用。

2. Access to the HUBGRADE™ Platform

2. HUBGRADE™平台的访问

2.1. Account activation

2.1 账户激活

2.1.1. To enable the access to and use of the HUBGRADE™ Platform, You are required to activate Your Account as follows:

2.1.1. 为了能够访问和使用 HUBGRADE™平台，贵方需按如下步骤激活账户：

- You will receive an email which will provide You with a username and a temporary link to reset the password for Account activation purposes by HUBGRADE™ Platform;
- 贵方将收到 HUBGRADE™平台为账户激活目的而发送的一封邮件，邮件向贵方提供一个用户名和重置密码的临时链接；
- You will have to connect to the temporary URL provided in the email along with the username and password reset link;
- 贵方必须要连接到邮件中提供的临时 URL 地址，并点击用户名和密码重置链接；
- Your access will be based on and subject to the Module(s) actually subscribed by the Customer.
- 贵方的访问权取决于客户实际订购的模块。

2.1.2. It is the Customer's responsibility to guarantee that the Log-In Credentials are assigned to natural persons who are authorized to access the information made available via HUBGRADE™ Platform.

2.1.2. 客户负责确保登录证书已转让给被授权查看 HUBGRADE™平台提供的信息的自然人。

2.1.3. You agree, as a User, not to activate the Account unless the Customer has authorized You to do so.

2.1.3. 贵方同意，除非客户授权，否则其作为用户不会激活账户。

2.1.4. Log-In Credentials are personal and confidential. You agree not to disclose them to any third party(ies). You are responsible for the use made of Your Log-In Credentials and You expressly acknowledge and agree that You will be deemed responsible for any and all actions taken on the HUBGRADE™ Platform using Your Log-In Credentials. In case of any loss, fraudulent misappropriation or use of Your Log-In Credentials in breach, whether total or partial or the herein Terms of Use You agree to immediately report it to the Customer and to VWT by sending an email to china.industrial@veolia.com and obtaining new Log-In Credentials. We are not responsible for Your failure to comply with this clause, or for any delay in shutting down Your Account after You have provided notice to Us.

2.1.4. 登录证书具有隐私、保密性质。贵方同意不会披露给第三方。贵方对自己的登录证书授权的使用负责，且贵方明确确认并同意，贵方将视为对利用贵方登录证书在 HUBGRADE™平台上采取的所有行动负责。如贵方登录证书的遗失、欺诈性盗用或使用违反全部或部分本使用条款，贵方同意立即发送电子邮件至 china.industrial@veolia.com 上报客户和 VWT，并获得新登录证书。贵方未能遵守本条款，或贵方向我方发出通知后延迟关闭贵方账户，我方不承担责任。

2.2. Closing of Account

2.2. 账户关闭

Unless otherwise provided for in the Agreement, the Customer is free to close any Account at any time for convenience subject to these Terms of Use. It is the Customer's responsibility to remove any Users who no longer require access to the HUBGRADE™ Platform. In such a case, the full responsibility of the User Content, including publishing or editorial responsibility, shall be and remain with the Customer after the expiration or termination for any cause whatsoever of the Agreement for an indefinite period of time. Subject to the reversibility provisions of the Agreement (if any), any Account shall be closed upon termination and/or expiration of the Agreement and any Personal Data related thereto shall be deleted within the 30 days of any such termination or expiration.

除协议中另有规定外，客户可为了自身便利，随时按本使用条款的规定关闭账户。客户负责删除不再需要访问 HUBGRADE™平台的用户。在此情况下，在协议到期或因任何原因终止后，客户仍对用户内容承担全部责任，包括发表或编辑责任，且无限期承担责任。受制于协议的可逆性条款（如有），任何账户应在协议终止和/或到期后关闭，并且与此相关的任何个人数据均应在此终止或到期后 30 日内删除。

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3. Use of the HUBGRADE™ Platform

3. HUBGRADE™平台的使用

- 3.1. Use of the HUBGRADE™ Platform: since VWT uses the HUBGRADE™ Platform to perform the Services to the Customer, You will have to be trained to such use in accordance with the provisions of the Agreement.
- 3.1. HUBGRADE™平台的使用：自 VWT 使用 HUBGRADE™平台向客户履行服务起，贵方必须要根据协议条款接受使用培训。
- 3.2. Some Modules of the HUBGRADE™ Platform may allow You to (i) obtain certain information and alerts about the Customer's water treatment system equipment and/or facilities, via the uploading and processing of data obtained from the sensors installed on that equipment and/or facilities, and (ii) consult information and documents in relation to the contracts in progress with VWT (invoices, contracts, etc.) and the related service interventions (on-site service reports, intervention reports, etc.).
- 3.2. HUBGRADE™平台的某些模块允许贵方（i）获得客户水处理系统设备和/或设施相关的特定信息和报警，获取方式为上传和处理通过安装在该设备和/或设施上的传感器获得的数据，以及（ii）查询与 VWT 之间的现行合同相关信息和文件（发票、合同等）以及相关服务干预措施（现场服务报告、干预报告等）
- 3.3. Some Modules of the HUBGRADE™ Platform may also allow You to manage, via an agenda, the service interventions planned on the Customer's water treatment system and to interact with VWT to schedule such interventions. You may also publish, using the text boxes reserved for that purpose, comments for the attention of VWT. These comments are considered User Content.
- 3.3. HUBGRADE™平台的某些模块允许贵方通过议事日程，管理就客户水处理系统所规划的服务干预措施，并与 VWT 联系，以安排此干预措施。贵方还可利用为此预留的文本框，发表评论，以提请 VWT 的注意。本评论视为用户内容。
- 3.4. Some Modules of the HUBGRADE™ Platform may rely on third-party software, in particular the Google Maps application, and enable locating water treatment system equipment. By using this Module You expressly accept any such third-party software terms of service.
- 3.4. HUBGRADE™平台的某些模块可依赖第三方软件，尤其是谷歌地图应用程序，并能够定位水处理系统设备。贵方使用本模块，即视为明确接受此第三方软件的服务条款。
- 3.5. You hereby represent and warrant to Us that You will not make any misuse, non-compliant, illegal or unlawful use of the HUBGRADE™ Platform, including of any Module thereof, and, in particular, You will not use the HUBGRADE™ Platform and/or Services in any way that is abnormal, inappropriate, fraudulent or unlawful, or that in any way infringes the rights of VWT, of its Affiliates or of third parties.
- 3.5. 贵方在此向我方陈述并担保，贵方不会误用、违规或违法使用 HUBGRADE™平台，包括其任何模块，尤其是，贵方不会以异常、不适当、欺诈或违法方式，或侵犯 VWT、其关联公司或第三方权利的方式使用 HUBGRADE™平台和/或服务。
- 3.6. We reserve the right to temporarily suspend or permanently close down Your Account at Our convenience, at any time without prior notice or any right to compensation for You or the Customer, in case of any breach or non-compliance from You with these Terms of Use. In any such case, We will furthermore be entitled to suspend or terminate any and all Accounts associated with the Customer.
- 3.6. 如贵方违反或不遵守本使用条款，我们有权自行决定随时暂停或永久关闭您的帐户，而无需向贵方或客户事先发出通知，也无义务向贵方或客户做出补偿。此外，在这种情况下，我方还有权暂停或终止与客户相关的所有账户。

4. Modifications and Maintenance

4. 修改和维护

- 4.1. We reserve the right to modify the HUBGRADE™ Platform and its content at any time, including without limitation, so as to update or upgrade it. You may follow such modifications, upgrades and updates at <https://hubgrade.watertechnologies.cn/> including the operating status of the HUBGRADE™ Platform itself.
- 4.1. 我方保留随时修改 HUBGRADE™平台及其内容的权利，包括但不限于为更新或升级目的进行的修改。贵方可登录 <https://hubgrade.watertechnologies.cn/>关注此修改、升级和更新，包括 HUBGRADE™平台本身的操作状态。
- 4.2. We reserve the right for the scheduled maintenance windows which may or may not necessarily be used to perform planned maintenance activities on the HUBGRADE™ Platform. The operating status for such activities can be tracked on the website mentioned above (see section 4.1).

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- 4.2. 我方保留对预定维护窗口的权利，在 HUBGRADE™平台上履行所规划的维护活动时可能需要也可能不需要该等窗口。此活动的操作状态可在上述网站（见第 4.1 条）上追踪。
- 4.3. We also reserve the right for any urgent maintenance activities on the HUBGRADE™ Platform which We may have to carry on at very short notice, such as for safety reasons in order to avoid the risk of loss or damage to data and to the HUBGRADE™ Platform as a whole. In the event that the HUBGRADE™ Platform is rendered fully or partially unavailable, We will, to the extent reasonably possible, provide notification of the incident and operating status can be tracked on the website mentioned above (see section 4.1).
- 4.3. 我方还保留在 HUBGRADE™平台上开展任何紧急维护活动的权利，我方必须要在简短通知后即开展该活动，例如为了安全原因，从而避免对数据以及 HUBGRADE™平台整体造成损失或损害的风险。如 HUBGRADE™平台全部或部分不可用，我方将在合理可行的程度上，提供该事故的通知且操作状态可在上述网站（见第 4.1 条）上追踪。
- 4.4. You acknowledge and agree that with respect to sections 4.1 to 4.3, We reserve the right at any time to modify, interrupt or discontinue the whole, or any part of, the HUBGRADE™ Platform, at any time for convenience. You hereby waive any right to be compensated or indemnified in any manner whatsoever in relation to or as a result from any such modification, interruption or discontinuance of the HUBGRADE™ Platform
- 4.4. 贵方确认并同意，根据第 4.1-4.3 条，我方保留在任何时间修改、中断或停止 HUBGRADE™平台的全部或任何部分的权利。贵方在此放弃以任何方式获得此 HUBGRADE™平台修改、中断或停止产生或相关的赔偿或补偿的权利。
- 4.5. You, both as a User and a representative of the Customer, acknowledge and agree that when it is notably in the interest of the performance of the Services, the operation of the HUBGRADE™ Platform or for compliance with laws and regulations purposes, We reserve the right to unilaterally modify these Terms of Use without notice at any time and You will be prompted to accept those revised Terms of Use upon connecting to the HUBGRADE™ Platform following such modifications.
- 4.5. 贵方作为用户和客户代表，确认并同意，为了履行服务、运行 HUBGRADE™平台，或为了遵守法律法规目的，我方保留单方面随时修改本使用条款，而不另行通知的权利，且贵方应在修改后，一经连接 HUBGRADE™平台便立即接受该等修改的使用条款。
- 5. User obligations - Liability - Limited Warranty**
- 5. 用户义务 – 责任 – 有限担保**
- 5.1. You, both as a User and a representative of the Customer, and Us, including VWT, agree that any information and material accessible and/or communicated via HUBGRADE™ Platform is confidential information (hereafter the “**Confidential Information**”), except if this information and/or material (a) is publicly known (b) was obtained in good faith by either party from a third party which was not under an obligation of confidentiality in respect thereof, (c) was known to a party prior to entering into this Terms of Use and not subject to duties of confidentiality and/or (d) is required to be disclosed by law or by an administrative or judicial body or authority. You and Us hereby agree to use such Confidential Information communicated by the other party hereunder only on “as-needed” basis and in accordance with the Agreement and the provisions of these Terms of Use and not to disclose any such Confidential Information to any non-authorized third party. In particular, You agree to use any such Confidential Information in accordance herewith, and for the purposes of Your duties as both User and authorized representative of the Customer
- 5.1. 贵方作为用户和客户代表，以及我方 VWT，同意：通过 HUBGRADE™平台可查阅和/或公布的信息和材料属于保密信息（以下简称“**保密信息**”），除非本信息和/或材料（a）已为公众所知（b）一方通过对此不承担保密义务的第三方善意地获取，（c）签署本使用条款前一方已知悉，且无需对此承担保密义务，和/或（d）法律或行政或司法机构或机关要求披露。贵方和我方在此同意仅以“需要知道”为基础，按协议及本使用条款的规定使用对方在本文下所披露的保密信息，且不会将此保密信息披露给非授权第三方。尤其是，贵方同意根据本文使用此保密信息，用于履行贵方作为用户和客户授权代表的职责。
- 5.2. You agree, both as a User and a representative of the Customer, to use the HUBGRADE™ Platform, including any Module thereof, and the Services offered on it in strict compliance with any and all applicable laws and regulations and with these Terms of Use and agree not to:
- 5.2. 作为用户和客户代表，贵方同意严格按所有适用法律法规以及本使用条款的规定，使用 HUBGRADE™平台，包括其任何模块以及在该平台上提供的服务，并同意不会：
- act dishonestly or unprofessionally, including by posting or publishing in any manner any inappropriate, inaccurate, or objectionable User Content the HUBGRADE™ Platform;
 - 有不诚实或不专业的行为，包括以任何方式在 HUBGRADE™平台上发布或发表任何不适宜、不准确或令人反感的用户内容；

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- transmit or facilitate the transmission of any User Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, that may be invasive of another's right of privacy or publicity, hateful, racially, ethnically or otherwise objectionable;
- 传输或促使传输非法、有害、胁迫、辱骂、骚扰、折磨、诽谤、庸俗、淫秽、中伤性质的用户内容，以及侵犯其他人的隐私权或宣传权、令人厌恶、有种族歧视、道德败坏或其他方面令人反感的用户内容。
- add content that is not intended for, or inaccurate for, a designated field;
- 添加指定领域未计划添加且不准确的内容；
- create or let create a false User Account for You or anyone else;
- 为贵方或其他任何人创建或允许创建虚假用户账户；
- make any misrepresentation with respect to any information required for or related to Your Log-In Credentials, including if it relates to the Customer;
- 就贵方登录证书要求或相关的信息，做出虚假陈述，包括与客户相关的虚假陈述；
- use or attempt to use another's Account; act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- 使用或企图使用其他人的账户；行为方式不合法，或有中伤、辱骂、淫秽、歧视或其他方面令人反感的性质；
- disclose information that You do not have the right to disclose, such as Confidential Information (including of the Customer);
- 披露贵方无权披露的信息，例如保密信息（包括客户的保密信息）；
- violate, infringe and/or misappropriate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- 违反、侵犯和/或盗用其他人的知识产权，包括专利、商标、商业机密、版权或其他专有权利；
- violate, infringe and/or misappropriate Our intellectual property or other rights of the intellectual property rights of Our Affiliates, including, without limitation, using the words "HUBGRADE", "VEOLIA", or our logos in any trademark, business name, email, or URL;
- 违反、侵犯和/或盗用我方的知识产权或我方关联公司的其他知识产权，包括但不限于在任何商标、公司名称、电子邮件或 URL 地址中使用词语"HUBGRADE"、"VEOLIA"或我方标识；
- post or publish on the HUBGRADE™ Platform anything that contains software viruses, worms, or any other harmful code;
- 在 HUBGRADE™平台上发布或发表含有软件病毒、蠕虫的或其他有害代码的任何内容；
- manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- 操纵标志符，从而伪装通过服务传输的信息或帖子的来源；
- create Accounts or provide User Content that promotes escort services or prostitution.
- 创建账户或提供推广三陪服务或卖淫的用户内容。
- create or operate a pyramid scheme, fraud or other similar practice;
- copy or use the information, content or data of others available on the Services (except as expressly authorized by the Agreement or in writing by VWT);
- 复印或使用服务上可用的其他人的信息、内容或数据（除协议明确授权或有 VWT 的书面授权外）；
- copy or use the information, content or data on the HUBGRADE™ Platform in connection with a competitive service (as determined by VWT);
- 复印或使用 HUBGRADE™平台上相关的信息、内容或数据用于相竞争的服务（VWT 确定的）
- copy, modify or create derivative works of the HUBGRADE™ Platform, the Services or any related technology (except as expressly authorized by VWT);
- 复印、修改或创造 HUBGRADE™平台、服务或相关技术的衍生著作（除有 VWT 的明确授权外）；
- reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code of the HUBGRADE™ Platform, including of any of its Modules or of the Remote Control);
- 进行反向工程、反向编译、反向汇编、破译或以其它方式试图获取 HUBGRADE™平台的源代码，包括其模块或远程控制的源代码；
- disassembling, decompiling or reverse engineering HUBGRADE™ Platform and/or VWT Content except within the limits of the relevant PRC law. In the event that You wish to obtain information enabling the interoperability of the HUBGRADE™ Platform and/or the VWT Content to be implemented with another software developed or acquired independently by You for use in accordance with the destination of the HUBGRADE™ Platform and/or the VWT Content, You undertake in advance to (i) request any information necessary for such interoperability by registered letter with acknowledgement of receipt and (ii) send to VWT a detailed description of the functionalities of the software or software package intended for this interoperability. If no reply is received within thirty (30) days of receipt of the request, You may proceed with the decompilation operations within the limits set by the relevant PRC law. You shall notify VWT of the completion of these operations in a timely manner and allow VWT to attend any such operations. In addition, if You wish to involve a third party, You must first obtain the written consent of VWT;
- 违反中国相关法律的规定，对 HUBGRADE™平台和/或 VWT 内容执行反向汇编、反向编译或反向工程。如贵方希望获取信息，从而能够与贵方独立开发或获取的其他软件一同执行 HUBGRADE™平台和/或

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VWT 内容的互操作性，以期实现 HUBGRADE™平台和/或 VWT 内容的目标，贵方承诺事先（i）通过带收信回执的挂号信形式要求获取此互操作性所必需的信息，以及（ii）向 VWT 发送一份详细描述，说明拟用于本互操作性的软件或软件包的功能。如未在收到此要求后三十（30）日内收到答复，贵方可在中国相关法律设定的范围内执行反向编译操作。贵方应及时通知 VWT 此操作的完成，并允许 VWT 参与此操作。此外，如希望启用第三方，贵方必须首先获得 VWT 的书面同意；

- rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;
- 出租、租赁、借用、交易、出售/转售服务或相关信息或数据的查阅权；
- sell, sponsor, or otherwise monetize any feature of the HUBGRADE™ Platform or of the Services, without the consent of VWT;
- 未经 VWT 的同意，出售、赞助或以其它方式利用 HUBGRADE™平台的特性或服务特性盈利；
- remove any copyright, trademark or other proprietary rights notices contained in or on Our Services;
- 删除我方服务所含或相关的版权、商标或其他专有权利通知；
- remove, cover or obscure any advertisement included on the Services;
- 删除、掩盖服务内所含的广告，或使其模糊不清；
- collect, use, copy, or transfer any information obtained from VWT without the consent of VWT;
- 未经 VWT 的同意，收集、使用、复印或转让从 VWT 获取的信息；
- share or disclose information of others without their express consent;
- 未经他人明确同意，分享或披露他人的信息；
- use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the Services or any related data or information;
- 使用人工或自动软件、设备、脚本机器人，或以其他方式或流程查阅、损坏、拖慢、捕获服务或相关数据或信息；
- use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- 使用机器人程序或其他自动化方法访问服务，添加或下载联系方式，发送或重新使用信息；
- monitor the Services' availability, performance or functionality for any competitive purpose;
- 监督服务的可用性、性能或功能，以实现有竞争力的目的；
- engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the HUBGRADE™ Platform, of any Module or of the Services;
- 从事“取景”、“镜像”，或其他方式模拟 HUBGRADE™平台，或任何模块或服务的外观或功能；
- access HUBGRADE™ Platform or of the Services except through the interfaces expressly provided by VWT;
- 并非通过 VWT 明确提供的界面，访问 HUBGRADE™平台或服务；
- override any security feature of HUBGRADE™ Platform or of the Services;
- 否决 HUBGRADE™平台或服务的安全特性；
- interfere with the operation of, or place an unreasonable load on, HUBGRADE™ Platform or of the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
- 干预 HUBGRADE™平台或服务的运行，或为其设置不合理加载（例如，垃圾邮件、拒绝服务攻击、病毒、博彩算法）；和/或
- use the comment and discussion systems in a manner that adversely affects the availability of its resources to other Users (e.g., excessive shouting (use of all caps), flooding (continuous posting of repetitive text));
- 使用评论和讨论系统时，对其他用户对其资源的可用性产生不利影响（例如，过度叫嚷（使用全大写字母）、刷屏（持续发布重复文本））；
- harass, stalk, or threaten any other Users in the the HUBGRADE™ Platform;
- 骚扰、跟踪或威胁 HUBGRADE™平台上的其他用户；
- participate in any action within the HUBGRADE™ Platform which, in the sole judgment of VWT, exploits or abuses an undocumented aspect of the HUBGRADE™ Platform in order to obtain an unfair advantage over other users of the HUBGRADE™ Platform;
- 经 VWT 的全权裁定认为，参加的 HUBGRADE™平台内的行动利用或滥用 HUBGRADE™平台之无书面证明的部分，从而获得优于 HUBGRADE™平台其他用户的不公平优势；
- access or attempt to access any areas within the HUBGRADE™ Platform that have not been made available to users;
- 进入或试图进入 HUBGRADE™平台内尚未向用户提供的区域；
- circumvent or attempt to circumvent disciplinary measures taken against your account, including registering for or using a new account on the HUBGRADE™ Platform after being suspended or banned.
- 规避或设法规避对贵方账户采取的惩戒措施，包括暂停或被禁后在 HUBGRADE™平台上注册或使用新账户。

- 5.3 You agree to be liable for any consequences which may have been caused, whether directly or not, to Us, including Our Affiliates, as a result of or in connection with any breach of Your obligation to use the HUBGRADE™ Platform and the Services in compliance with both these Terms of Use and any applicable laws and regulations and therefore You agree to indemnify and hold Us, including Our Affiliates, harmless from any and all losses, liabilities, damages, claims,

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and all related costs and expenses (including any and all legal fees and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) that We may incur as a result or in connection with any claim or proceeding of whatever nature arising therefrom or in connection therewith.

- 5.3 因贵方违反使用 HUBGRADE™平台和服务的义务，对我方包括我方关联公司造成直接或间接后果的，贵方同意根据本使用条款及任何适用法律法规，赔偿我方包括我方关联公司，并使我方包括我方关联公司免于遭受因任何性质的索赔或程序而产生的损失、债务、损害赔偿、索赔及所有相关成本费用（包括调查、诉讼、和解、判决、上诉、利息和罚款的所有法律费用成本）。
- 5.3. You agree to implement or to require the Customer to implement, at no cost to VWT, all of the resources which may be required to timely and securely access the HUBGRADE™ Platform (including, but not limited, to an Internet connection) and agree as a representative of the Customer to ensure that all natural persons who access the HUBGRADE™ Platform comply with these Terms of Use.
- 5.3. 贵方同意执行或要求客户执行可能需要的所有资源，从而及时、安全地访问 HUBGRADE™平台（包括但不限于因特网连接），而无需 VWT 承担费用，并同意作为客户代表，确保访问 HUBGRADE™平台的所有自然人能遵守本使用条款。
- 5.4. The HUBGRADE™ Platform, including Modules thereof, is a tool and support system that is intended in particular (but without restriction) to assist You, both as a User and a representative of the Customer, in monitoring, controlling and optimising the operation of Your water treatment system. We recommend and require that any Customer establishes at all times sufficient internal controls (technical and organisational) in order to minimise the risk and consequences of errors or breakdowns in both the HUBGRADE™ Platform and the Services provided by VWT. As part of the responsibilities attributable to the Customer (that you herein represent), You shall ensure and procure that the Customer will have its water treatment system, including any equipment embedded therein, equipped with sufficient safety measures to protect it against any overload and inappropriate use or misuse whatsoever.
- 5.4. HUBGRADE™平台，包括其模块是一种工具和辅助系统，专门用于（但不限于）协助贵方，作为用户和客户代表，监督、控制和优化贵方水处理系统的运行。我方建议并要求客户随时建立充分的（技术和组织方面的）内部控制，从而降低 HUBGRADE™平台和/或 VWT 提供的服务发生错误或故障的风险和后果；作为贵方在此所代表客户的一部分，贵方应确保并促使客户拥有自己的水处理系统，包括该系统中内嵌的设备，并为该系统配备充分的安全措施，从而保护其免于任何类型的超荷载和不适当使用或误用。
- 5.5. We will make reasonable efforts to provide access to the HUBGRADE™ Platform and to take reasonable steps to remedy any malfunction that is brought to Our knowledge. However, We cannot guarantee that any such access will be uninterrupted or error-free. You acknowledge and agree that We may temporarily suspend the HUBGRADE™ Platform without notice, in particular, due to technical issues, irrespective of their cause or origin, without this entailing any liability whatsoever for VWT or VWT.
- 5.5. 我方将作出合理努力，提供 HUBGRADE™平台的访问权，并采取合理步骤，以修复我方知悉的故障。但是，我方不能保证此访问不被中断或不出现错误。贵方确认并同意，我方可暂时停用 HUBGRADE™平台，而不另行通知，尤其是因各种起因导致的技术问题而暂停，VWT 不承担任何责任。
- 5.6. You acknowledge and agree that We, including VWT, shall not be liable to You and/or to the Customer You represent for any inconveniences, losses or damages whatsoever inherent to use of the Internet, including any Services interruption, outside intrusion or IT virus and that We do not warrant uninterrupted or error-free operation of the HUBGRADE™ Platform or of the Services. In particular, We disclaim any and all liability, without this list being restrictive, for:
- 5.6. 贵方确认并同意，对于使用因特网所固有的任何不便、损失或损害赔偿，包括服务中断、外部侵扰或 IT 病毒，我方，VWT，不会向贵方和/或贵方所代表的客户承担责任，此外，我方无法担保 HUBGRADE™平台或服务运行过程中不被中断或不出现错误。尤其是，我方拒绝对如下（但不限于如下事项）承担责任：
- any defective transmission and/or receipt of any data and/or information over the Internet;
 - 通过因特网有缺陷地传输和/或接收任何数据和/或信息；
 - any defect or failure in the receiving equipment or lines of communication;
 - 接收通讯设备或线路时的缺陷或故障；
 - any action You take or fail to take on receipt or non-receipt of any data and/or information over the HUBGRADE™ Platform;
 - 贵方就通过 HUBGRADE™平台收到或未收到任何数据和/或信息而采取或未采取的行动；
 - the accuracy, completeness and/or reliability of any data and/or information over the HUBGRADE™ Platform;
 - 通过 HUBGRADE™平台传输的数据和/或信息的准确性、完整性和/或可靠性；
 - any failure or malfunction of the Internet preventing proper operation of the HUBGRADE™ Platform and/or of the Services.
 - 因特网故障或机能障碍，阻止 HUBGRADE™平台和/或服务的适当运行。

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5.7. THE HUBGRADE™ PLATFORM AND ANY CONTENT OR DATA THAT CAN BE ACCESSED ON IT ARE PROVIDED BY VWT “AS IS” WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, INCLUDING VWT, EXCLUDE ALL REPRESENTATIONS AND WARRANTIES REGARDING THE HUBGRADE™ PLATFORM AND ANY CONTENT OR DATA THAT CAN BE ACCESSED ON IT AND/OR ACTIONS TAKEN BY ANY USER ON THE HUBGRADE™ PLATFORM AND THE PERFORMANCE OF ANY RELATED SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE INCLUDING VWT, MAKE NO REPRESENTATION OR WARRANTY THAT (I) THE HUBGRADE™ PLATFORM WILL BE COMPATIBLE WITH YOUR DEVICE OR SOFTWARE; (II) THE HUBGRADE™ PLATFORM WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE HUBGRADE™ PLATFORM, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE HUBGRADE™ PLATFORM WILL BE SECURE; (V) THE USE OF THE HUBGRADE™ PLATFORM WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE HUBGRADE™ PLATFORM WILL NOT CAUSE ANY DAMAGE TO YOUR DEVICE, COMPUTER SYSTEMS, SOFTWARE OR ELECTRONIC FILES. YOU EXPRESSLY ACKNOWLEDGE THAT WE, INCLUDING VWT, HAVE ENTERED INTO THIS AGREEMENT WITH YOU AND MAKE THE HUBGRADE™ PLATFORM AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU, INCLUDING THE CUSTOMER YOU REPRESENT, AND US, INCLUDING VWT. YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF TERMINATION OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY ANY APPLICABLE LAW, VIS A VIS YOU AND/OR THE CUSTOMER YOU REPRESENT, THE TOTAL AGGREGATE LIABILITY OF VWT AND VWT FOR ANY DAMAGES ARISING OUT OF OR CONNECTED TO THESE TERMS OF USE SHALL IN NO EVENT EXCEED THE GREATER OF THE ACTUAL AMOUNT OF CUMULATIVE FEES AND CHARGES PAID BY THE CUSTOMER IN CONSIDERATION OF THE RELATED SERVICES PERFORMANCE DURING THE SIX (6) MONTHS PRECEDING THE OCCURRENCE OF THE DAMAGE OR THE AMOUNT OF RMB EQUIVALENT TO FIVE THOUSAND EUROS (EUR 5,000,00) WHICHEVER IS LOWER.

5.7. HUBGRADE™平台及可在该平台上查看的任何内容或数据均由 VWT“原样”提供，VWT 不做任何类型的担保。在适用法律允许的最大程度上，我方，包括 VWT，并未就 HUBGRADE™平台及可在该平台上查看的任何内容或数据和/或 HUBGRADE™平台上的用户采取的行动以及任何相关服务的性能做出任何陈述和担保。尽管有如上规定，我方，VWT 并未陈述和担保如下：（i）HUBGRADE™平台将与贵方的设备或软件兼容；（ii）HUBGRADE™平台将随时可用，或将一直运行，不会出现中断或错误；（iii）HUBGRADE™平台的使用，包括浏览和下载任何信息，不会有任何病毒、木马、蠕虫或其他毁灭性、侵扰性或扰乱性元件；（iv）在 HUBGRADE™平台上传输信息很安全；（v）HUBGRADE™平台的使用不会侵犯任何人的权利（包括但不限于知识产权）；或（vi）HUBGRADE™平台的使用不会对贵方设备、计算机系统、软件或电子文件产生损坏。贵方明确确认，我方，包括 VWT 已按责任限制和除外条款以及本文中规定的免责条款，与贵方达成成本协议并向贵方提供 HUBGRADE™平台，并且上述条款构成贵方，包括贵方所代表的客户与我方，VWT 之间商讨条件的必要依据。贵方明确同意，责任限制和除外条款以及本文中规定的免责条款应在本协议终止后继续存续并继续适用。在任何适用法律允许的程度，VWT 因本使用条款引起或相关的任何损害赔偿，而应向贵方和/或贵方所代表的客户承担的责任总额在任何情况下均不超过如下较高金额：客户在出现损害赔偿前六（6）个月内就相关服务累计支付的金额，或伍仟欧元（EUR 5,000.00）的等值人民币。

5.8. SUBJECT TO THE HEREIN LIMITATIONS, NEITHER YOU NOR US SHALL BE LIABLE VIS A VIS EACH OTHER FOR ANY INDIRECT LOSS OR DAMAGE, WHETHER CONSEQUENTIAL OR NOT, THAT IT MAY CAUSE TO THE OTHER UNDER THESE TERMS OF USE.

5.8. 受制于本协议约定的限额，贵方和我方均无须对本使用条款下另一方可能遭受的间接损失或损害（无论是否为后果性）负责。

**6. Intellectual Property
6. 知识产权**

**6.1. VWT Content
6.1 VWT 内容**

6.1.1. Both as a User and a representative of the Customer, You acknowledge and agree that the HUBGRADE™ Platform, as well as any VWT Content that can be accessed on the HUBGRADE™ Platform (including, but without restriction, the architecture, maps, graphics, photographs, illustrations, software, source code, algorithms used and patents on technical solutions etc. that form part of or are used in performing any Service) are protected by intellectual property rights or by any other rights recognized by law and are the property of VWT or have been licensed or sublicensed to it.

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6.1.1 作为用户和客户代表，贵方确认并同意 HUBGRADE™平台，以及可在 HUBGRADE™平台上查看的 VWT 内容（包括但不限于架构、地图、图形、照片、插图、软件、源代码、所用的算法以及技术方案的专利等，这些构成服务的一部分或用于履行服务）受知识产权或依法确认的其他权利的保护，并归 VWT 所有或已向其授予许可或分许可。

6.1.2. Both as a User and a representative of the Customer, You are also informed that “HUBGRADE™” is a registered trademark of VWT and/or Affiliates thereof and forms part of the “VWT Content”.

6.1.2 作为用户和客户代表，贵方还知悉，“HUBGRADE™”是 VWT 和/或其关联公司的一个注册商标，并构成“VWT 内容”的一部分。

6.1.3. Unless otherwise stated in the Agreement and subject to Your acceptance of and compliance with these Terms of Use, We hereby grant You as a User, for the period of validity of Your Account as per the Agreement, a worldwide, personal, non-exclusive and non-transferable license to access and use the HUBGRADE™ Platform and any VWT Content strictly for the purposes and under the conditions set forth herein.

6.1.3. 除协议中另有规定外，如贵方接受并遵守本使用条款，我方在此授予贵方，作为用户访问和使用 HUBGRADE™平台和 VWT 内容的一个全球性、个人化、非排他性且不可转让的许可证，许可证期限为贵方账户在协议下的有效期限，且贵方应严格按本文所述条件，为本文所述目的而访问和使用 HUBGRADE™平台和 VWT 内容。

6.1.4. The use, downloading or reproduction of all or part of any VWT Content is only authorized for the normal business purposes set forth herein, and any reproduction or display for any other purpose requires the prior written consent of VWT. In particular, You, both as a User and a representative of the Customer, agree to strictly comply with any obligation arising from Section 5.2.

6.1.4. 授权使用、下载或复制的全部或部分 VWT 内容仅用于本文所述的正常商业目的，为其他目的而进行复制或展示需要得到 VWT 的事先书面同意。尤其是，贵方，作为用户和客户代表，同意严格遵守第 5.2 条所述的义务。

6.1.5. Should You fail to comply with any of the herein provisions, the license granted to the Customer for You to use the HUBGRADE™ Platform will be immediately terminated without notice.

6.1.5. 贵方未能遵守本文任何条款的，为贵方使用 HUBGRADE™平台而授予客户的许可证将立即终止，而不另行通知。

6.2. User Content - Customer Content

6.2 用户内容 – 客户内容

6.2.1. You, including the Customer You represent, agree to be responsible vis a vis Us, including VWT, for any User Content and/or Customer Content (including any publishing or editorial responsibility related thereto or connected therewith), which may be published, posted and/or submitted in any manner whatsoever by the User on the HUBGRADE™ Platform. VWT is acting solely as an intermediary in the posting and/or publishing of any User Content and/or Customer Content on the HUBGRADE™ Platform as the case may be and may neither (i) be considered as the publisher or the editor of any such User and/or Customer Content, nor (ii) bear any liability vis a vis any User(s), the Customer and/or any third party which may arise from or be connected to any such User Content and/or Customer Content, including for completeness or accuracy thereof.

6.2.2. 对于用户在 HUBGRADE™平台上以任何方式发表、发布和/或提交的用户内容和/或客户内容，贵方，包括贵方所代表的客户同意向我方以及 VWT 负责（包括用户内容和/或客户内容相关的发表或编辑责任）。在 HUBGRADE™平台上发布和/或发表用户内容和/或客户内容时，视情况，VWT 仅担任中间人，并不会（i）被视为此用户和/或客户内容的发表人或编辑人，也不会（ii）向用户、客户和/或第三方承担由此用户内容和/或客户内容，包括其完整性或准确性而引起的任何责任。

6.2.2. You agree, both as a User and a representative of the Customer, not to publish any User Content and/or any Customer Content which contains information that:

6.2.2. 贵方作为用户和客户代表，同意不会发表包含如下信息的用户内容和/或任何客户内容：

- is not compliant with applicable laws and regulations,
- 不符合适用法律法规；
- is false, deceptive or misleading and/or
- 虚假，有欺骗性或误导性，和/或
- is likely to adversely affect Our rights or interests, including those of Our Affiliates, or of the rights or interests of any third party, including, in particular, any content that is or is threatened to be of a nature that infringes any third-party intellectual property rights.

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- 可能会对我方权利或利益，包括我方关联公司的权利或利益，或是第三方的权利或利益产生不利影响，尤其是包括可能有侵犯第三方知识产权性质的内容。
 - may, in the sole and absolute discretion of VWT, degrade, tarnish or deprecate VWT or any Affiliate thereof, and/or the public image or standing in the community of VWT or any Affiliate thereof;
 - 经 VWT 绝对裁定，可能会侮辱、玷污或抨击 VWT 或其任何关联公司，和/或 VWT 或其关联公司在圈内的公众形象或名声；
 - is deemed, in the sole and absolute discretion of VWT, to be defamatory, trade libellous, pornographic or obscene;
 - 经 VWT 绝对裁定，被视为诽谤性、贸易中伤、色情或淫秽信息；
 - is deemed, in the sole and absolute discretion of VWT, to contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of VWT; any identifiable third party products, trademarks, brands and/or logos, other than those of HUBGRADE, Veolia, Veolia Water Technologies and/or VWT; conduct or other activities in violation of these Terms of Use; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by VWT in its sole and absolute discretion;
 - 经 VWT 单方裁定，被视为包含、描述、纳入、讨论或涉及，且不限于如下内容：裸体；饮酒/吸毒或吸烟；明显或露骨的性行为，或性暗示；粗鲁、庸俗或冒犯性语言和/或符号；任何民族、种族、性别、宗教或其他群体的贬损特征；支持、容忍和/或讨论非法、不适当或有风险的行为举动的内容；个人信息，包括但不限于姓名、电话号码和地址（实物或电子格式）；VWT 产品之外其他产品或服务的商业信息、对比或招揽；除 HUBGRADE、威立雅、威立雅水务技术和/或 VWT 外，可识别的第三方产品、商标、品牌和/或标语；违反使用条款的行为或其他活动；和/或经 VWT 单方裁定视为或能够视为不适当或无礼的内容；
 - contains any reference to or likeness of any identifiable third parties, unless consent has been obtained from each such individual; and/or
 - 除获得可确认身份的第三方的同意外，提到此人或包含此人的肖像；和/或
 - contains any viruses, trojan horses, time bombs, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
 - 包含病毒、木马、定时炸弹或其他旨在中断、销毁或限制计算机软硬件或电信设备功能的计算机代码、文件或项目。
- 6.2.3. In accordance with Our hosting provider status, We will remove any manifestly illicit User Content and/or Customer Content which would be notified to it or to any VWT Business Unit. In this respect, any User shall report any User Content and/or Customer Content that seems inappropriate by writing to the following address: china.industrial@veolia.com.
- 6.2.3. 我方，作为托管提供商，将在通知用户或 VWT 事业部后，删除明显违反的用户内容和/或客户内容。在此方面，用户应以书面形式将看似不适宜的用户内容和/或客户内容上报至如下地址：china.industrial@veolia.com。
- 6.2.4. You, both as a User and a representative of the Customer, hereby agree to grant VWT a worldwide, royalty-free, non-exclusive license over Your User Content and the Customer Content permitting VWT, including any Affiliates thereof, to use, reproduce, display, modify, edit, translate and disclose any such User Content, in whole or in part, on all media and using all means, to all third parties and for all purposes (commercial or otherwise) provided it is on a no-name basis and for any improvement, enhancement, enrichment, operation and promotion and/or supply of the HUBGRADE™ Platform (including any Module thereof) and/or the related Services. Any such licence is granted for the term of this Agreement and for an additional period of ten (10) years following the expiry or termination of the Agreement or for the period of protection of the related intellectual property rights, whichever occurs last.
- 6.2.4. 贵方作为用户和客户代表，在此同意授予 VWT 对贵方用户内容和客户内容的一个全球性、免版税、非排他性许可证，从而允许 VWT，包括其关联公司，在任何媒体上，以任何方式全部或部分使用、复制、展示、修改、编辑、翻译和向第三方披露此用户内容，并用于（商业或其他方面的）所有目的，但是该授权没有签名，且用于 HUBGRADE™平台（包括其模块）和/或相关服务完善、增强、丰富、运行和推广和供应的目的。此许可证授予期限为本协议期限加上本协议到期或终止后十（10）年延长期限，或是相关知识产权受保护的期限，以较晚结束者为准。
- 6.2.5. All Intellectual property rights for any development You or the Customer may have done in the HUBGRADE™ Performance/Plant Lab will belong to You and/or the Customer. If You and/or the Customer wish to sell the

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copyright or commercialization rights to any features developed by You and/or Customer in the HUBGRADE™ Performance/Plant Lab, VWT must first be offered to purchase such rights under normal market terms.

- 6.2.5. 贵方或客户在 HUBGRADE™ Performance/Plant Lab 已完成开发的所有知识产权将归贵方和/或客户所有。贵方和/或客户希望出售贵方和/或客户在 HUBGRADE™ Performance/Plant Lab 开发的任何功能版权或商业化权，VWT 享有根据正常市场条款购买此权利的优先权。
- 6.2.6. You hereby agree that You shall not use HUBGRADE™ Platform so as to disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of HUBGRADE™ Platform or to interfere with any other User's access to and use of the HUBGRADE™ Platform.
- 6.2.6. 贵方在此同意，贵方不得使用 HUBGRADE™平台，用于扰乱、增加不合理负担或超荷载、干预或试图获得非授权访问 HUBGRADE™平台任何部分的权利，或干扰其他用户访问和使用 HUBGRADE™平台的权利。
- 6.2.7. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU, BOTH AS A USER AND A REPRESENTATIVE OF THE CUSTOMER, HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD US, INCLUDING ANY OF OUR AFFILIATES, HARMLESS FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, INCLUDING ALL RELATED COSTS AND EXPENSES (INCLUDING ANY AND ALL LEGAL FEES AND COSTS OF INVESTIGATION, LITIGATION, SETTLEMENT, JUDGMENT, APPEAL, INTEREST AND PENALTIES), THAT WE MAY INCUR IN CONNECTION WITH ANY CLAIM ARISING FROM, IN CONNECTION WITH OR RELATING TO USER CONTENT AND/OR CUSTOMER CONTENT.
- 6.2.7. 在适用法律允许的最大程度上，贵方作为用户和客户代表，在此同意，如因用户内容和/或客户内容引起或相关的任何索赔致使我方产生损失、债务、损害、索赔，包括所有相关成本费用（包括调查、诉讼、和解、判决、上诉、利息和罚款的所有法律费用成本），将为我方，包括我方关联公司辩护，赔偿并保护我方，包括我方关联公司免于损害。

6.3. Hypertext links

6.3. 超文本链接

- 6.3.1. The HUBGRADE™ Platform may contain hypertext links redirecting to websites operated by third parties. These links are provided for information purposes only. We do not publish and have no control over the sources, the content of such websites or their ties with other websites and disclaim any and all liability in connection with such websites as well as for any actual or alleged damages or losses arising out of or in connection with the use of the information, services or data available on those websites.
- 6.3.1. HUBGRADE™平台含有超文本链接，可重新链接第三方运行网站。这些链接仅供参考。我方不会公布此网站的来源、内容或与其他网站的关系，且不会对此执行控制权，并且不承担与此类网站有关的任何和所有责任，也不承担因使用本网站上可用的信息、服务或数据而引起或相关的实际或所谓损害赔偿或损失。
- 6.3.2. By providing hypertext links to those websites, We do not approve or endorse the content of such websites. You, both as a User and a representative of the Customer, are recommended to check on the terms and conditions applicable to such third-party websites.
- 6.3.2. 我方在本网站上提供超文本链接，并未批准或背书此网站内容。建议贵方作为用户和客户代表，能核实适用于此第三方网站的条款和条件。

7. **Data Privacy**

7. **数据隐私权**

7.1. Processing of Personal Data

7.1 个人数据的处理

For the herein purposes, You may wish to contact VWT Data Protection Officer at the following address: china.industrial@veolia.com.

基于本文件，贵方可能希望通过如下地址联系 VWT 数据保护官：china.industrial@veolia.com。

When Your Account is being activated for access to and use of the HUBGRADE™ Platform, We, including Our Affiliates, may, in accordance with the Agreement entered by the Customer You hereby represent, collect some of Your personal data, such as Your contact details as provided by the Customer, (hereinafter the “**Personal Data**”) and then act as “Data processor” of the Customer with regards to such Personal Data.

当为访问和使用 HUBGRADE™平台而激活贵方账户时，我方，包括我方的关联公司可根据贵方在此所代表的客户达成的协议，收集贵方的某些个人数据，例如客户提供的贵方联系方式（以下简称“**个人数据**”），然后就此个人数据担任客户的“数据处理员”。



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We will process Your Personal Data in compliance with the applicable personal data protection legislation, and agrees to take reasonable measures available to it to help preserve the confidentiality of such Data.

我方将根据适用的个人数据保护法，处理贵方个人数据，并同意采取合理的可用措施，帮助保护此数据的保密性。

7.2. Personal Data collected by Us

7.2. 我方收集的个人数据

We will collect and process Personal Data from You in the following situations:

我方将从贵方处收集如下方面的个人数据并加以处理：

- any setup and management of Your Account ;
- 贵方账户的设置和管理；
- any use of the HUBGRADE™ Platform (including any Module thereof); and/or
- HUBGRADE™平台（包括其任何模块）的使用；和/或
- whenever You contact Our customer service or any other point of contact at VWT or interact in any manner with Us.
- 贵方可随时联系我方客服或在 VWT 的其他联系点，或以任何方式与我方联系。

In this context, We may collect and process the following Personal Data, whether published or posted by You on the HUBGRADE™ Platform or not, from You:

本文中，我方可从贵方处收集如下个人数据并加以处理，无论该数据是否由贵方在 HUBGRADE™平台上发表或发布：

- Your identity: first name(s), last name;
- 贵方身份信息：名、姓；
- Your contact details as a User: email address; landline number (optional), mobile number (optional)
- 贵方作为用户的联系方式：电子邮箱地址、固定电话（可选）、手机号码（可选）
- Your Log-In Credentials as a User;
- 贵方作为用户的登录证书；
- any Personal Data on any relevant device permitting the use of the HUBGRADE™ Platform, including but not limited to any technical information on the features and operating data of the User's device, the operator, operating system and IP address;
- 相关设备上允许使用 HUBGRADE™平台的个人数据，包括但不限于用户设备特性和操作数据相关的技术信息、操作员、操作系统和 IP 地址；
- any other information You directly and voluntarily provide Us with, and in particular any electronic mail or messages sent to Us.
- 贵方直接自愿提供给我方的其他信息，尤其是发送给我方的电子邮件或信息。

7.3. Purpose and Legal Basis of the Personal Data processing

7.3 个人数据处理的目的和法律依据

As a Data processor, We will collect any such Personal Data in a lawful and fair way by respecting Your rights as for any data subject. The main reason for any such Personal Data collection is to offer each Customer, and therefore each authorised User with a secure, optimal, efficient and personalized experience on the HUBGRADE™ Platform.

作为数据处理员，我方将尊重贵方作为数据主体的权利，并将以合法、公允的方式收集此个人数据。收集此个人数据的主要原因是让每个客户以及每个授权用户能在 HUBGRADE™平台上享有安全、最佳、有效而个性化的体验。

We will process any such Personal Data for the following purposes:

我方处理此数据是为了达成如下目的：

- managing Your User Account and User relationship (including any notification related to the Services, that may be managed/unsubscribed from through the User's Account): The legal basis of the Personal Data processing is the performance of the Agreement and the present Terms of Use. The information is necessary to perform the obligations of the Agreement and/or of these Terms of Use, otherwise, those could not be performed;
- 管理贵方的用户账户和用户关系（包括服务相关通知，该服务是通过用户账户管理/取消订购的服务）：个人数据处理的法律依据是对协议及本使用条款的履行情况。该信息是履行协议和/或本使用条款下义务的必要条件，无该信息则不得履行协议和/或本使用条款；
- ensuring the operation of the HUBGRADE™ Platform and, in particular, handling its operational functions (including logistics functions), resolving any technical issue, improving and developing new features on the basis of Your use and/or feedback and requests. The legal basis of this processing is Our legitimate interest;
- 确保 HUBGRADE™平台的运行，尤其是，处理其运行功能（包括物流功能），解决技术问题，依据贵方的使用情况和/或回馈和要求改进并开发新特性。数据处理的法律依据是我方的合法利益；
- carrying out statistical and performance analysis: it is in Our legitimate interest to process any such Personal Data in order to monitor the activity and efficiency of the HUBGRADE™ Platform ;

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- 执行统计和性能分析：处理此类个人数据，以监控 HUBGRADE™平台的活动和效率，从而实现我方的合法利益；
- responding to any of Your queries and communicating with You. Your Personal Data is used in Our legitimate interest to answer Your questions and comments and manage Your requests;
- 回复贵方的查询并与贵方沟通。使用贵方的个人数据是我方的合法利益，以便回复贵方的问题和评论，并管理贵方要求；
- applying to any applicable laws and regulations, as well as these Terms of Use.
- 施行任何适用法律法规，及本使用条款。

7.4. Communication or Transfer of Personal Data

7.4 个人数据的传输或转让

Unless otherwise specifically stated herein, We will keep all Personal Data confidential, and will only share any such Personal Data under specific circumstances and in compliance with applicable laws and regulations.

除本文另有明确规定外，我方将对所有个人数据保密，且仅在特殊情况下，按适用法律法规的规定分享此个人数据。

We may, in particular, provide access to the Personal Data to third-party service providers, acting as subcontractors (i.e., subsequent Data processors) which perform services in connection with the HUBGRADE™ Platform such as hosting, storage, analytical or IT maintenance services. Any such service providers will only act upon Our instructions, including those of Our Affiliates, and will only have access to the Data for the purposes of performing such services.

我方尤其会向第三方服务提供商（即，次级数据处理员）提供个人数据查阅权，该服务提供商作为分包商，将履行 HUBGRADE™平台相关服务，例如托管、保存、分析或信息技术维护服务。此服务提供商仅按我方指示，包括我方关联公司的指示行动，且仅为履行此服务之目的而查阅数据。

Any such Personal Data may also be shared with third parties for the following reasons:

出于以下原因，此个人数据可与第三方分享：

- in the context of a merger, acquisition or disposal of all or some of the assets of VWT or any Affiliate thereof, as You hereby expressly acknowledge;
- 贵方在此明确确认 VWT 或其关联公司进行兼并、收购或处置全部或部分资产的情况下；
- in response to any legal or administrative proceedings of any kind or of enforcement measures ordered by the competent authorities;
- 回应任何类型的法律或行政程序，或主管机关命令采取的强制措施；
- to comply with legal requirements, to protect the rights and/or safety of an individual, to protect Our rights and ownership, including the need to have these Terms of Use complied with, and to prevent any fraud, security or technical issues.
- 满足法律要求、保护个人权利和/或安全、保护我方权利和所有权，包括遵守本使用条款的需要，以及预防欺诈、安全或技术问题。

7.5 Personal Data retention period and Personal Data security

7.5 个人数据保存期限和个人数据的安全性

We shall retain the Personal Data for the entire period Your Account is active and for archival purposes thereafter for the maximum period permitted by applicable law.

我方将在贵方账户被激活的整个期限内保存个人数据，如为归档目的，应在之后保存适用法律允许的最大期限。

Since the security of any Personal Data is among Our top priorities, We will take all reasonable measures (on physical, organizational and technical levels) to help prevent any unauthorized disclosure, use, alteration, accidental loss or destruction of any Personal Data.

我方重视保障个人数据的安全性，所以我方将采取（实际、组织和技术级）所有合理措施，帮助预防个人数据未经授权被披露、使用、修改、意外丢失或销毁。

7.6 Cookies

To facilitate browsing on the HUBGRADE™ Platform as explained in this Section 7.6, very small files (called “cookies”) may be placed on Your device. A cookie may record information on the browsing by Your device on the HUBGRADE™ Platform, so as, for example, to recognize You when You come back to the HUBGRADE™ Platform and enable You to benefit from optimal browsing. When You connect to and browse the HUBGRADE™ Platform, You, both as a User and a representative of the Customer, accept that the HUBGRADE™ Platform uses cookies to improve its own functionalities and performance.

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如 7.6 条所述，为了方便浏览 HUBGRADE™平台，可能会在贵方设备上放置一个非常小的文本文件（称为“cookies”）。例如，Cookie 可记录贵方设备在 HUBGRADE™平台上的浏览信息，从而在贵方返回 HUBGRADE™平台时能辨识出贵方，并使贵方能够获得最佳浏览体验。当贵方连接并浏览 HUBGRADE™平台时，贵方作为用户和客户代表，便接受 HUBGRADE™平台使用 cookies 改进其自有功能和性能。

We use the following types of cookies:

我方使用如下类型的 cookies:

- technical cookies that are strictly necessary; these are cookies that are essential for the proper operation of the HUBGRADE™ Platform and are used for management of Log-In Credentials and access to the HUBGRADE™ Platform;
- 严格必要的技术 cookies；这些是 HUBGRADE™平台适当运行的必要条件，并用于管理登录证书和访问 HUBGRADE™平台；
- cookies that enable the HUBGRADE™ Platform to remember Your preferences as User and better Your optimize browsing;
- 能让 HUBGRADE™平台记住贵方作为用户的编号并最优化贵方浏览体验的 cookies;
- Third-party cookies: cookies associated with the use of third party components and subject to such Third Party's privacy policy which can be viewed via any subsequent link provided by respective Third Party.
- 第三方 cookies: 按第三方隐私权政策使用该第三方元件相关的 cookies。有关该隐私权政策，可通过各第三方之后提供的链接查看。

If You do not wish to accept any such cookies, You should change Your browser settings to refuse them following the instructions specific to Your browser, for instance:

贵方不希望接受此 cookies 的，应根据贵方浏览器的指示，更改浏览器设置为拒绝 cookies，例如：

- In the Internet Explorer 10 or 11 (Microsoft) browser: Select “Tools”, “Internet Options”, “Privacy”, “Settings”, “Advanced”, then under “First-party Cookies” and “Third-party Cookies”, choose one of the following: “Block” to automatically block cookies or “Prompt” to prompt with each cookie request.
- 微软 Internet Explorer 10 或 11 浏览器：选择“工具”、“Internet 选项”、“隐私”、“设置”、“高级”，然后在“第一方 Cookies”和“第三方 Cookies”下，选择如下选项中的一项：“阻止”，从而自动阻止 cookies 或“提示”，从而提示每个 cookie 要求。
- In the Firefox browser: Click on “Open Menu” and select “Options”. In the “Privacy and Security” tab, go to the History section. In the drop-down menu next to Firefox will, choose Use custom settings for history. Check-mark Accept cookies from websites to enable cookies, and uncheck it to disable them.
- Firefox 浏览器：点击“打开菜单”并选择“选项”。在“隐私和安全”选项卡中，进入历史部分。从紧挨火狐的下拉菜单中选择用户自定义设置。勾选即接受网站 cookies 从而启用 cookies，取消勾选则禁用 cookies
- In the Chrome (Google) browser: Click “Settings”. At the bottom, click “Advanced”. Under “Privacy and security”, click on “Content settings”. Under “Cookies”, turn off the option “Allow sites to save and read cookie data”.
- Chrome（谷歌）浏览器：点击“设置”。在底部点击“高级”。在“隐私和安全”下，点击“内容设置”。在“Cookies”下，关掉“允许站点保存和阅读 cookie 数据”选项。

Not accepting any such cookies, other than technical cookies that are strictly necessary, will not prevent connection to the HUBGRADE™ Platform but might impair or restrict some of its features.

除严格必要的技术 cookies 外，不接受此 cookies 不会阻止与 HUBGRADE™平台的连接，但可能会损害或限制其某些特性。

7.7. User Rights

7.7 用户权利

You have a right to access, rectify and delete Your Personal Data processed by VWT. Under certain circumstances, You have the right to object to or request the restriction of such processing as well as the portability of Your Personal Data. You also have the right to set guidelines regarding the fate of Your Personal Data after Your death. You can exercise these rights at any time and send us any questions You may have by writing to the following address: china.industrial@veolia.com.

贵方有权查看、纠正和删除 VWT 处理的贵方个人数据。特定情况下，贵方有权反对或要求限制贵方个人数据的处理和可携带性。贵方还有权制定指导方针，指导贵方死亡后贵方个人数据的安排。贵方可随时使用这些权利，如有任何问题，可发送邮件至如下地址：china.industrial@veolia.com，向我方询问。

8. Miscellaneous

8. 其他条款

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- 8.1. These Terms of Use, together with the Agreement, form the entire agreement between You, including the Customer You hereby represent, and Us VWT with respect to the access to and use of the HUBGRADE™ Platform and cancel and supersede any possible prior agreement or understanding having the same subject matter.
- 8.1. 本使用条款连同协议构成贵方，包括贵方在此所代表的客户，和我方，VWT，就 HUBGRADE™平台的访问和使用所达成的完整协议，取消并替代之前就同等标的物而可能达成的协议或约定。
- 8.2. If one or more provisions of these Terms of Use is held or becomes invalid or unenforceable under any law or regulation or by a decision of a court of competent jurisdiction, it shall be severed, but without this affecting the validity and/or enforceability of the remaining provisions.
- 8.2. 如根据法律法规或具有有效管辖权的法院判决认定本使用条款中一条或多条条款无效或不可执行，则应删除此条款，但这不影响剩余条款的有效性和/或可执行性。
- 8.3. No failure by a party at any time to enforce its rights in connection with any provision of these Terms of Use shall operate or be construed as a waiver of such provision or of the right to subsequently enforce that provision and/or of its remedies for such breach.
- 8.3. 一方未能在任何时候执行其在本使用条款下的权利不得视为或解释为放弃此条款，或放弃将来执行该条款的权利和/或放弃执行其对此违约的补救措施。
- 8.4. We may assign these Terms of Use, together with all of the rights and obligations associated therewith, to any third party, in particular in case of the disposal of a business unit, merger by the formation of a new company, merger by acquisition, spin-off or change of control which may affect Us in any manner.
- 8.4. 我方可将本使用条款，连同与其相关的所有权利和义务转让给第三方，尤其是在可能以任何方式影响我方的情况出现时，例如：事业部处置、成立新公司的兼并、收购兼并、资产分拆或控制权变更。
- 9. Governing law and jurisdiction**
- 9. 适用法律和管辖范围**
- 9.1. To the maximum extent permitted by applicable laws, these Terms of Use are governed by and shall be construed in accordance with the laws of the PRC.
- 9.1. 在适用法律允许的最大程度上，本使用条款受中华人民共和国法律的管辖并依其进行解释。
- 9.2. To the maximum extent permitted by applicable laws, You, including the Customer You hereby represent, and Us, including VWT shall endeavour to resolve any dispute arising out of or relating to these Terms of Use promptly (but without prejudice to any urgent measures or proceedings which may be necessary). Unless this dispute is amicably resolved within a period of fifteen (15) days, the more diligent party may submit it to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Shanghai which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration shall be conducted in Chinese language and all written submissions of the Parties and the written decision of the arbitrators shall be in Chinese. The arbitration is exclusive and final.
- 9.2. 在适用法律允许的最大程度上，贵方，包括贵方在此所代表的客户，以及我方，包括 VWT 应立即尽力解决本使用条款引起或相关的任何争议（但不影响必要的紧急措施或程序）。如本争议无法在十五（15）日期限内友好协商解决，较尽职的一方可提交中国国际经济贸易仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则在上海进行仲裁，仲裁语言为中文，并且双方提交的书面陈述以及仲裁员的书面决定均以中文进行。该仲裁是排他的和终局性的。