

附件 世天威数字服务条款与条件
Annex STEINWEG DIGITAL SERVICES TERMS AND CONDITIONS

1. 简介

Introduction

- 1.1 本条款与条件（“世天威数字服务条款与条件”）应适用于上海洋山保税港区世天威物流有限公司（“世天威”、“公司”、“我们”）在服务过程中提供的任何形式的数字服务，例如（但不限于）我们的移动应用程序 Steinweg Online、我们的网页 www.online.steinweg.com 或其他任何我们可能用以提供数字服务、电子数据交换（“EDI”）和/或其他数字服务（合称“世天威数字服务”）的网站。您使用我们的世天威数字服务将视为您（不论是作为客户还是作为注册使用者）确认接受本世天威数字服务条款与条件。

These terms and conditions (“Steinweg Digital Services Terms and Conditions”) shall apply to any form of digital services employed by Shanghai Yangshan Free Trade Port C.Steinweg Logistics Co., Ltd. (“Steinweg”, “Company”, “we”) in the course of its services such as but not limited to our mobile application Steinweg Online, our website www.online.steinweg.com or any other websites we might use to offer digital services, electronic data interchange (“EDI”) and/or other digital services (collectively, the “Steinweg Digital Services”). By making use of our Steinweg Digital Services, you, whether as a guest or a registered owner, confirm that you accept these Steinweg Digital Services Terms and Conditions.

- 1.2 上海洋山保税港区世天威物流有限公司之通用条款和条件应适用于任何本世天威数字服务条款与条件尚未处理的事项，例如（但不限于）适用法律和管辖法院、费率和税率和/或支付条件。

The General Terms and Conditions of Shanghai Yangshan Free Trade Port C.Steinweg Logistics Co., Ltd. shall also apply to any issue which has not been dealt with by these Steinweg Digital Services Terms and Conditions, such as, but not limited to, applicable law and competent court, rates and tariffs, and/or payment conditions.

2. 条款的变更及世天威数字服务

Changes to terms and Steinweg Digital Services

- 2.1 我们可以修订本世天威数字服务条款与条件。我们将根据第 2.1 条在 https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/yangshan_dstc.pdf 提供最新版的世天威数字服务条款与条件，包括其所有的修订、变更和/或补充。最新版的世天威数字服务条款与条件（包含所有该等修订、变更和/或补充）应当在我们确定的日期生效。自我们于 https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/yangshan_dstc.pdf 提供最新版的世天威数字服务条款与条件（包含所有该等修订、变更和/或补充）之日起，您将被视为已知悉世天威数字服务条款与条件的全部修订、变更和/或补充。您承诺将了解 https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/yangshan_dstc.pdf 所提供的最新版本的世界天威数字服务条款与条件中包含的所有修订、变更和/或补充并关注前述事宜的更新，或如您要求，我们向您免费发送最新版本的世界天威数字服务条款与条件。

We may revise these Steinweg Digital Services Terms and Conditions. We shall make available the latest version of these Steinweg Digital Services Terms and Conditions containing all amendments, variations and/or supplements to the same made in accordance with this paragraph 2.1 at https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/yangshan_dstc.pdf. The latest version of these Steinweg Digital Services Terms and Conditions containing all such amendments, variations and/or supplements shall take effect on such date determined by us. You shall be deemed to have taken notice of all amendments, variations and/or supplements to these Steinweg Digital Services Terms and Conditions on the date we make available the latest version of these Steinweg Digital Services Terms and Conditions containing all such amendments, variations and/or supplements made available at https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/yangshan_dstc.pdf. You undertake to keep itself apprised and updated on all such amendments, variations and/or supplements in the latest version of these Steinweg Digital Services Terms and Conditions made available at https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/yangshan_dstc.pdf or at request, will be sent to you free of charge.

- 2.2 我们可不时更新世天威数字服务，并可随时对其内容进行变更。我们将尽合理努力确保世天威数字服务保持最

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新，但是我们不保证世天威数字服务或其所含的任何内容将始终是最新的或不含错误或遗漏的。

We may update the Steinweg Digital Services from time to time, and may change the content at any time. While we will use reasonable endeavours to ensure that the Steinweg Digital Services remain up to date, we do not guarantee that the Steinweg Digital Services, or any content on it, will be up to date at all times or free from errors or omissions.

- 2.3 除本世天威数字服务条款与条件之外，其他的条款和条件视具体情况也可依据相应文件、额外的业务函件之规定适用于世天威数字服务。若世天威数字服务条款与条件中的任何条款与其他条款和条件有任何冲突，应以其他条款和条件为准。

In addition to these Steinweg Digital Services Terms and Conditions, other terms and conditions may apply to a Steinweg Digital Service, as set out in the respective document or additional correspondence, as the case may be. In the event of a conflict between any provision of these Steinweg Digital Services Terms and Conditions and these other terms and conditions, the other terms and conditions shall prevail.

3. 访问世天威数字服务

Accessing the Steinweg Digital Services

- 3.1 我们不保证世天威数字服务或其上所含的任何内容将始终可用或不中断。

We do not guarantee that the Steinweg Digital Services, or any content on it, will always be available or be uninterrupted.

- 3.2 如果世天威数字服务因为任何原因在任何时间或任何期间不可用，或您因在任何时间或任何期间不能访问世天威数字服务而遭受任何索赔、损失、损害、费用或成本，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）均不向您承担责任。

We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable to you if for any reason the Steinweg Digital Services are unavailable at any time or for any period, or if any claim, loss, damage, expense or cost is suffered by you by reason of your inability to access the Steinweg Digital Services at any time or for any period.

- 3.3 如在服务中断期间您已经为使用世天威数字服务全部或部分支付了任何费用，您将无权获得已支付的费用退款。

You will not be entitled to any refund of any fees (or any portions thereof) paid by you for the use of the Steinweg Digital Services during such period of interruption.

4. 您的账号和密码

Your account and password

- 4.1 如果您选择或已收到用户识别码、密码或任何其他信息作为我们安全程序的一部分，您必须将该等信息视为保密信息，并不得将该等信息透露给任何第三方。

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

- 4.2 如果我们有合理理由认为您未能遵守本世天威数字服务条款与条件或者其他我们与您签署的有关世天威数字服务的书面协议，我们有权在任何时候禁用任何用户的识别码或密码，不论该等识别码或密码是您选择的还是我们分配的。

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Steinweg Digital Services Terms and Conditions or any other written agreement entered into with us relating to the use of the Steinweg Digital Services.

- 4.3 您同意对您的世天威数字服务用户账号下发生的任何的活动承担责任。您同意对所有由于发生在您的用户账号下的活动而导致的诉讼、索赔、法律程序、成本和损害，以及所有法律费用或者其他任何费用承担全部责任并向我们全额赔偿。

You agree to accept responsibility for all activities on the Steinweg Digital Services that occur under your user account. You agree to bear all liability and fully indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of any activity that occurs under your user account.

5. 知识产权

Intellectual property rights

- 5.1 我们是世天威数字服务以及任何发行载体所包含的一切知识产权的所有权人或被许可人，该等作品受世界各地著作权法律和条约的保护。所有与此相关的权利均被保留。

We are the owner or the licensee of all intellectual property rights in the Steinweg Digital Services, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

- 5.2 您同意未经我们书面明确许可，不得对世天威数字服务的任何内容进行复制、翻印、修改、制作衍生作品、发行、或公开陈列。如果您被授予前述许可，我们作为世天威数字服务内容的作者之地位必须始终被承认。

You agree not to copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Steinweg Digital Services without our expressed written permission. In the event that such permission is given, our status as the author of the content on the Steinweg Digital Services must always be acknowledged.

6. 禁止使用

Prohibited uses

- 6.1 您仅可为了合法目的使用世天威数字服务。在使用世天威数字服务时，您不得：
You may use the Steinweg Digital Services only for lawful purposes. In using the Steinweg Digital Services, you will not:

- (a) 违反任何适用的地方性、国家性或国际法律或法规；
breach any applicable local, national or international law or regulation;
- (b) 从事非法或欺诈性的，或具有非法或欺诈性目的或效果的活动；
engage in activity that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) 以通过任何方式伤害或意图伤害未成年人为目的而使用世天威数字服务；
use them for the purpose of harming or attempting to harm minors in any way;
- (d) 发送、故意接收、上传、下载、使用或再使用任何不符合第 13 条设定的内容标准的任何材料；
send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in paragraph 13;
- (e) 干涉任何其他用户使用世天威数字服务；
interfere with any other user's use of the Steinweg Digital Services;
- (f) 实施任何可能破坏世天威数字服务系统反馈或评分系统的行为；
take any action that may undermine the Steinweg Digital Services's feedback or ratings systems;
- (g) 未经其他用户同意，收集或以其他方式获取任何其他用户的信息，包括电子邮件地址；
harvest or otherwise collect information about any other users, including email addresses, without their consent;
- (h) 利用世天威数字服务传输，或促使任何未经同意或未经授权的广告、促销材料或其他任何形式的类似的招揽性材料的发送；或
use them to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation; or
- (i) 故意传输，发送或上传任何含有病毒、木马程序、蠕虫病毒、按键记录软件、间谍软件、广告软件的数据或材料，或含有其他任何被设计成旨在对计算机软件或系统的运行造成不利影响的有害程序的数据或材料。
knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, keystroke loggers, spyware, adware or any other harmful programmes designed to adversely affect the operation of any computer software or hardware.

- 6.2 您同意不会无授权访问、干涉、损害或扰乱：
You agree not to access without authority, interfere with, damage or disrupt:

- (a) 世天威数字服务的任何部分；

- (b) any part of the Steinweg Digital Services;
任何储存世天威数字服务的设备或网络;
 - (c) any equipment or network on which the Steinweg Digital Services is stored;
任何为提供世天威数字服务使用的软件; 或
 - (d) any software used in the provision of the Steinweg Digital Services; or
由任何第三方拥有或使用的设备、网络或软件。
- any equipment or network or software owned or used by any third party.

7. 服务

Services

- 7.1 我们将尽合理努力使世天威数字服务一天 24 小时、一周 7 天可用, 但是第 7.2 条提及的计划停机维护时间以及不可预见的情况除外。

We will use reasonable efforts to make the Steinweg Digital Services available 24 hours a day, 7 days a week, except for planned downtime for maintenance and unforeseen circumstances as mentioned in paragraph 7.2.

- 7.2 您理解并同意, 在世天威认为有必要且实施定期维护程序或维修时, 世天威数字服务可能在正常营业时间内不时发生不可用或无法操作的情形。

You understand and agree that from time to time the Steinweg Digital Services may be inaccessible or inoperable during normal business hours in the event of periodic maintenance procedures or repairs which Steinweg deems necessary and may undertake.

- 7.3 如果发现任何实质性缺陷, 您同意向世天威提供充分的细节使我们核实并再现该等错误, 且我们应当尽商业上合理的勤勉努力纠正该等缺陷。

In the event of discovery of any material defect, you agree to provide Steinweg with sufficient detail to allow us to verify and reproduce the error and we shall use commercially reasonable diligence to endeavor to correct such defect.

- 7.4 如果软件系统出现故障, 我们将保证原本通过世天威数字服务提供的服务将由运营团队来执行, 而不论这样做可能存在任何限制。由于使用世天威数字服务并非履行我们的物流义务的强制条件, 因此我们所提供服务的连续性将得到保障。

In the event of a software system failure we will ensure that the services offered by means of the Steinweg Digital Services will be executed by the operational team regardless of any limitations this may entail. Continuity of the services provided by us will be safeguarded as usage of the Steinweg Digital Services is not mandatory to fulfill our logistical obligations.

8. 非保证

No warranties

- 8.1 虽然我们将尽合理努力以更新世天威数字服务的信息和内容, 我们不对世天威数字服务内容的准确性、完整性和时效性作出任何明示或默示的陈述、保证或担保。我们也不会以明示或默示方式进行陈述、保证或担保世天威数字服务将符合您的特定要求, 或世天威数字服务能够不中断、保持及时、安全或无错误。

Although we make reasonable efforts to update the information and content on the Steinweg Digital Services, we make no representations, warranties or guarantees, whether express or implied, that the content on the Steinweg Digital Services is accurate, complete or up-to-date. Nor do we make representations, warranties or guarantees, whether express or implied, that the Steinweg Digital Services will meet your specific requirements or that the Steinweg Digital Services will be uninterrupted, timely, secure or error-free.

- 8.2 我们(包括我们的管理人员、董事、代理人、员工、关联方和关联企业)不对由您依赖通过世天威数字服务获取的信息而导致的任何索赔、损失、损害、费用、成本承担责任。您有责任在基于世天威数字服务获取的任何内容采取或不采取任何行动之前对世天威数字服务提供信息的准确性、完整性和实用性进行评估。

We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable for any claim, loss, damage, expense or cost caused by your reliance on information obtained through the

Steinweg Digital Services. It is your responsibility to evaluate the accuracy, completeness and usefulness of any content provided before taking, or refraining from, any action on the basis of any content on the Steinweg Digital Services.

9. 指示

Instructions

9.1 您或您的授权用户可以在访问世天威数字服务的过程中不时向我们提供特定的电子指示。

You or your Authorised Users may from time to time, and in the course of accessing the Steinweg Digital Services, provide certain Electronic Instructions to us.

9.2 如果对于世天威数字服务的任何使用或访问可以追溯至您或您授权用户的安全码，您同意受该等访问或使用行为的约束（不论该等访问或使用是否经您授权）。您同意并承认，任何可溯至您或您授权用户的安全码的、对世天威数字服务的访问或使用，均应（视具体情况）被视为：

You agree to be bound by any access or use of the Steinweg Digital Services (whether such access or use is authorised by you or not) which are referable to your Security Codes or those of your Authorised Users. You agree and acknowledge that any use of or access to the Steinweg Digital Services referable to your Security Codes or those of your Authorised Users and any Electronic Instructions shall be deemed to be, as the case may be:

- (a) 您或您的授权用户使用或访问世天威数字服务；或
use of or access to the Steinweg Digital Services by you or your Authorised Users; or
- (b) 由您或您的授权用户传输或有效签发的电子指示。为免生疑义，任何该等已签发的电子指示应视为已由具有签发该等电子指示的权限和能力的人有效签发。
Electronic Instructions transmitted or validly issued by you or your Authorised Users. For the avoidance of doubt, any such Electronic Instructions issued shall be deemed to have been validly issued by persons who have the authority and capacity to issue such Electronic Instructions.

您进一步同意我们（包括管理人员、董事、代理人、员工、关联方和关联企业）以及提供者应有权（但无义务）基于上述判断而采取行动、合理信赖前述行为，并仅向您追责，就如同前述访问和使用行为是由您或您的授权用户实施或传输的，并且您放弃就由此引起的任何索赔、损失、损害、成本或费用而向我们（包括管理人员、董事、代理人、员工、关联方和关联企业）和提供者主张任何权利和救济。您将对电子指示负责并应当对其承担责任。

You further agree that we (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you or your Authorised Users and you waive all rights and remedies against us (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers in respect of any claim, loss, damage, expense or cost thereby arising. You will be responsible and shall be liable for all Electronic Instructions.

9.3 我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）以及提供者没有任何义务调查电子指示发送者的真实性或权限，或者确认电子指示的准确性和完整性。相应地，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）以及提供者可以(a)将电子指示视为有效且对您有约束力；(b)向电子指示签发人披露您的信息，即使前述人员对世天威数字服务（包括您的用户账号）实施了未经授权的访问，或电子指示存在错误、欺诈、伪造、不清楚或使人误解之处。任何您或您的授权用户因使用世天威数字服务而产生的任何索赔、损失、损害、费用或成本均由您自行承担风险，且我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）对此不承担任何责任。

We (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers are under no obligation to investigate the authenticity or authority of persons effecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions. Accordingly, we (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers may (a) treat the Electronic Instructions as valid and binding on you; and/or (b) reveal your information to such persons notwithstanding any unauthorised access to the Steinweg Digital Services (including your user account), error, fraud, forgery, lack of clarity or misunderstanding in the terms of the Electronic Instructions. Any claim, loss, damage, expense or cost resulting from the use of the Steinweg Digital Services by you or your Authorised Users is entirely at your own risk and we (including our officers, directors, agents, employees, affiliates and related corporations) shall not be liable therefor.

- 9.4** 所有的电子指示一经世天威数字服务传输则都将被视为不可撤销的和无条件的，且我们应有权（但无义务）在没有您的进一步同意且没有向您进一步确认或通知的情况下使电子指示生效、履行或处理该等电子指示。尽管如此，在特定情形下您可以要求撤销或修改电子指示，为此我们将尽商业上之合理努力赋予该等撤销和修改相应的效力。然而，尽管有前述条款，我们并无义务对任何关于撤销或修改任何电子指示的请求赋予效力。

All Electronic Instructions will be deemed to be irrevocable and unconditional upon transmission through the Steinweg Digital Services and we shall be entitled (but not obliged) to effect, perform or process such Electronic Instruction(s) without your further consent and without any further reference or notice to you. Nevertheless, in certain circumstances you may request to cancel or amend the Electronic Instructions which we will endeavour to give effect to on a commercially reasonable efforts basis. However, notwithstanding the foregoing, we are not obliged to give effect to any request to cancel or amend any Electronic Instruction.

- 9.5** 通过世天威数字服务发送的电子指示可能因未被我们收到而未得到执行或处理，由此产生的任何索赔、损失、损害、费用或成本，或因世天威数字服务系统内任何失灵、故障或错误所导致的索赔、损失、损害、费用或成本，我们均不承担责任。因此，建议您通过世天威数字服务或其他方式检查此类电子指示的状态。除我们另行声明或经我们全权另行决定的情形外，我们在工作日下午 3 时之后（在接收仓库的当地时间）或非工作日收到的任何电子指示，将被视为在下一个工作日收到的电子指示。

Electronic Instructions sent through the Steinweg Digital Services may not have been received by us and accordingly, may not be carried out or processed, and we are not liable for any claim, loss, damage, expense or cost which thereby arises or which otherwise arises as a result of any glitch, malfunction or fault within the Steinweg Digital Services. You are therefore advised to check on the status of such Electronic Instructions via the Steinweg Digital Services or otherwise. Unless otherwise stated or determined in our sole and absolute discretion any Electronic Instruction received by us after 3.00 p.m. (local time at the receiving warehouse) on a business day or on a non-business day will be treated as an Electronic Instruction received on the next business day.

- 9.6** 您承认并同意我们在任何时候、可自行全权决定且无需陈述理由：

You acknowledge and agree that we may at any time at our sole and absolute discretion and without stating reasons:

- (a) 要求您通过替代性方式表明您自己的身份；
require that you identify yourself by alternative means;
- (b) 要求通过替代性方式（以书面形式亲自在分支机构、通过传真等）确认任何电子指示；
require any Electronic Instructions to be confirmed through alternative means (in writing given in person at a branch, by fax, etc.);
- (c) 避免对任何电子指示立即采取行动，以便能够先验证任何电子指示的真实性或您的身份；和/或
refrain from acting promptly upon any Electronic Instructions in order to verify the authenticity of any Electronic Instructions or your identity; and/or
- (d) 如出现以下情形下，在任何时间均拒绝对任何电子指示采取行动且无需事先通知或给与任何理由：
decline to act on any Electronic Instructions at any time without prior notice or giving any reason, where:
- (i) 该电子指示和您的其他电子指示或指示、信息和/或数据相比含糊不清、不完整或不一致；
the Electronic Instructions are ambiguous, incomplete or inconsistent with your other Electronic Instructions or instructions, information and/or data;
- (ii) 该电子指示因以下原因已失效、已经被宣告无效或被撤销：（1）由于不符合适用的条件；（2）由于未能从政府监管部门或政府机构处取得适用的许可；（3）被任何相关的政府监管部门或政府机构宣告无效或撤销；（4）根据任何有管辖权的法院、其他政府机构或仲裁庭的命令被宣告无效或撤销，不论前述每种情形下相关机构位于何处；

the Electronic Instructions have lapsed or have been rendered or declared invalid or cancelled (1) due to failure to comply with applicable conditions; (2) due to failure to obtain the applicable approvals from any relevant regulatory authority or governmental body; (3) by any relevant regulatory authority or governmental body; or (4) pursuant to any order of any competent court or other authority or tribunal, in each case, wherever situated;

(iii) 由于任何超出我们合理控制范围的干扰，该电子指示无法被处理；或

the Electronic Instructions cannot be processed due to any disruptions that are beyond our reasonable control; or

(iv) 我们认为还有其他理由拒绝根据电子指示采取行动或立即采取行动，且该等拒绝的行为不会给我们招致任何由此产生的损失、责任或费用。

in our sole opinion, there are any other grounds to decline to act or to act promptly on the Electronic Instructions, without incurring any responsibility for loss, liability or expense arising out of so declining to act.

9.7 您同意并承认电子指示可能不会被立即、全天候或及时处理，且我们不会对由于我们或任何处理您的电子指示的提供者的迟延而导致您遭受的任何索赔、损失、损害、费用或成本承担任何责任。

You agree and acknowledge that Electronic Instructions may not be processed immediately, around the clock or in a timely manner, and that we will not thereby be liable for any claim, loss, damage, expense or cost suffered by you as a result of any delay by us or by any Provider through whom your Electronic Instruction is transacted.

9.8 您应当对保证电子指示的准确性、充分性和完整性自行负责，且我们无义务确认该等指示的准确性、充分性和完整性。您同意我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）对您由于任何电子指示在任何方面的不准确、不充分或不完整而遭受的索赔、损失、损害、费用或成本不承担任何责任。

You shall be solely responsible for ensuring the accuracy, adequacy and completeness of the Electronic Instructions and that we shall not be obliged to verify the accuracy, adequacy and completeness of such instructions. You agree that we (including our officers, directors, agents, employees, affiliates and related corporations) shall not be liable for any claim, loss, damage, expense or cost suffered by you as a result of any Electronic Instructions being inaccurate, inadequate or incomplete in any way.

9.9 当我们选择按照电子指示采取行动时，我们系基于商业上之合理努力而采取行动，且我们不对以合理方式履行电子指示期间的任何作为或不作为承担责任。

Where we choose to act on Electronic Instructions, we act on a commercially reasonable efforts basis and are not responsible for any acts and omissions while acting in a reasonable manner in discharging the Electronic Instructions.

9.10 您同意并承认，在双方发生冲突时，您不得对您的电子指示和我们的电子数据作为证据的可用性提出异议。您的电子指示和我们的电子数据作为书证具有同等的证据效力。

You agree and acknowledge that you shall not dispute the admissibility of your Electronic Instructions and of our electronic data as evidence in the event of a mutual conflict. Your Electronic Instructions and our electronic data have the same evidential value as written documents.

9.11 为了本世天威服务条款与条件之目的：

For the purposes of these Steinweg Digital Services Terms and Conditions:

(a) “授权用户”指任何您授权（或视为被您授权）访问和/或使用与您用户账号相关的世天威数字服务的人士；

“Authorised User” means any person that you have authorised or are deemed to have authorised to access and/or use the Steinweg Digital Services in relation to your user account;

(b) “电子指示”指我们通过世天威数字服务获得的，可溯至您或您授权用户的安全码的（包括任何人使用您或您授权用户的安全码的情形，不论该等使用是否经过您或您授权用户的授权），您或您授权用户发出的或声称来自于您或您授权用户的任何通讯、指示、命令、消息、数据、信息或其他材料；

"Electronic Instructions" means any communication, instruction, order, message, data, information or other materials received by us via the Steinweg Digital Services and referable to your Security Codes or those of your Authorised Users (including use of your Security Codes or those of your Authorised Users by any person, whether authorised or unauthorised by you or your Authorised Users), from you or purporting to come from you or from your Authorised Users or purporting to come from your Authorised Users;

(c) “提供者”指：

"Provider" means:

(i) 任何不时地、直接或间接通过世天威数字服务参与或涉及服务提供或产品提供的人、事务所、经纪人、公司或组织（包括任何第三方）；

any person, firm, broker, company or organization, including any third party, which, from time to time, participates or is involved, directly or indirectly, in providing services or products through the Steinweg Digital Services;

(ii) 任何我们外包特定功能或服务，或提供与我们运营业务有关的行政、电信、计算机、支付、催收、安全、结算、信用咨询、支票或其他服务或设施的个人或组织；

any person or organization to whom we outsource certain functions or activities or who provide administrative, telecommunication, computer, payment, collection, security, clearing, credit reference or checking, or other services or facilities to us relating to the operation of our business;

(iii) 任何数字认证机构、政府监管部门、电子、计算机、电信、金融或卡务机构、数据中心、设备管理或托管服务提供者、呼叫中心、外包服务提供者、互联网服务提供者、设备和软件提供者以及涉及世天威数字服务运营或不时提供任何其他辅助或支持服务的其他服务提供者和/或网络提供者；和

any digital certification authority, regulatory authority, electronic, computer, telecommunication, financial or card institution, data centre, facilities management or hosting service provider, call centre, outsourced service provider, Internet service provider, equipment and software providers and other service provider and/or network provider involved in operating the Steinweg Digital Services or providing any other ancillary or supporting service from time to time; and

(iv) 我们为了制作、打印、邮寄、存储和/或归档任何出现您姓名和/或其他内容的文件或物品，或任何数据、记录或文件的代理人、存储或归档服务提供者（包括但不限于任何电子存储、档案或记录设备的提供者）；和

our agents or storage or archival service providers (including but not limited to any provider of any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, and/or filing any documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever; and

(d) “安全码”指我们不时签发的、为了访问和使用世天威数字服务之用途的（或与此相关的）个人或登录身份识别码、生物数据、其他代码和访问程序。

"Security Codes" means personal or log-on identification numbers, biometric data and other codes and access procedures for use in connection with access to and use of the Steinweg Digital Services issued by us from time to time.

10. 授权用户

Authorised Users

10.1 您承认并确认任何授权用户均受限于任何我们可能施加的限制，每个授权用户均已经分别得到您的授权，能够通过世天威数字服务代表您发送指令或指示，并在其访问和/或使用世天威数字服务时应作为您的代理人的身份做出与您的用户账号相关的行为，且前述行为不会影响其交易时任何其他行为能力。

You acknowledge and confirm that any Authorised Users are, subject to any restrictions that we may impose, severally empowered and authorised to give orders or instructions through the Steinweg Digital Services on your behalf and shall act, without prejudice to any other capacity which such person may be

transacting under, as your agent when accessing and/or using the Steinweg Digital Services, in relation to your user account.

- 10.2** 您承认并同意所有授权用户的使用和/或访问世天威数字服务应被视为您的使用。本条款与条件中所有提及您使用世天威数字服务的条款和条件应被相应视为包括授权用户的使用和/或访问。您应促使并保证您的每一位授权用户均知晓并遵守本世天威数字服务条款与条件以及与您的用户账号有关的公司的隐私政策（该政策可能被不时修订、修改、补充或更新，最新版本可于https://www.steinweg.com/uploads/steinweg/privacy_policy/yangshan_privacy_policy.pdf 获取）（“隐私政策”）。

You acknowledge and agree that all use and/or access of the Steinweg Digital Services by the Authorised Users shall be deemed your use. All references to your use of the Steinweg Digital Services shall be deemed to include the Authorised User's use and/or access where applicable. You shall procure and ensure that each of your Authorised Users is aware of and complies with these Steinweg Digital Services Terms and Conditions and the Privacy Policy of the Company (which may be amended, varied, supplemented or updated from time to time and is made available at https://www.steinweg.com/uploads/steinweg/privacy_policy/yangshan_privacy_policy.pdf) (the "Privacy Policy") in relation to your user account.

- 10.3** 如果授权用户访问和/或使用与您的用户账号有关的世界天威数字服务的授权已经被撤回，您有义务立即通知我们，并对由于该等人士未经授权访问和/或使用世天威数字服务而产生的任何损失、损害、费用或成本自行承担全部责任。您应当充分赔偿我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）并使我们免受因前述用户未经授权访问和/或使用世天威数字服务而引起或遭受的任何索赔、损失、损害、费用或成本。

If the authorisation of the Authorised User to access and/or use the Steinweg Digital Services in relation to your user account has been withdrawn, you are obliged to inform us immediately and you shall be liable for any loss, damage, expense or costs resulting from the unauthorised access and/or use of the Steinweg Digital Services by such user. You will fully indemnify and hold us (and our officers, directors, agents, employees, affiliates and related corporations) harmless from any claim, loss, damage, expense or costs suffered due to or arising out of the unauthorised access and/or use of the Steinweg Digital Services by such user.

- 10.4** 若您以授权用户的身份使用或访问世天威数字服务，您同意：

Where you are using or accessing the Steinweg Digital Services as an Authorised User, you agree that:

- (a) 世天威数字服务条款与条件及隐私政策应适用于任何该等使用；以及
- these Steinweg Digital Services Terms and Conditions and the Privacy Policy shall apply to any such use; and
- (b) 您应受任何与该等使用相关且适用于您的所有其他条款和条件之约束并遵守之。
- you shall be bound by and shall comply with all other terms and conditions or restrictions applicable to you in connection with such use.

11. 向世天威数字服务上传内容

Uploading content to the Steinweg Digital Services

- 11.1** 您保证您向世天威数字服务上传的任何内容（包括描述、评论、意见和照片）均符合我们于以下第 13 条设定的内容标准。您将对我们承担责任并向我们赔偿所有由您违反本条保证引起的诉讼、索赔、法律程序、成本和损害以及所有的法律费用或者其他的任何费用。

You warrant that any content you upload to the Steinweg Digital Services (including descriptions, reviews, comments and photos) complies with our content standards as set out in paragraph 13 below. You will be liable to us and indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of your breach of this warranty.

- 11.2** 如果您确实上传了内容，您将被视为授予我们非排他性、免版权费、永久、不可撤销且可转授权的权利，通过各种媒体在世界各地使用、翻印、修正、改编、出版、翻译、由该内容制作衍生作品、发行以及显示该等内容的权利。

If you do upload content, you are deemed to have granted us a non-exclusive, royalty-free, perpetual,

irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

- 11.3** 我们有权向任何声称您发布或上传至世天威数字服务的内容对其知识产权或其他任何合法权利构成侵权的第三方披露您的身份。

We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Steinweg Digital Services constitutes a violation of their intellectual property rights, or any other legal rights.

- 11.4** 您陈述并保证您享有或控制您所发布内容的所有权利，且该内容准确，对您所提供内容的使用不会违反本世天威数字服务条款与条件且不会对任何人或实体造成伤害。我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不对您在世天威数字服务发布的任何内容的内容或准确性负责或承担责任，且您同意承担全部责任并向我们全额赔偿所有由您违反本保证引起的诉讼、索赔、法律程序、成本和损害，以及所有的法律费用或者其他任何费用。

You represent and warrant that you own or otherwise control all of the rights to the content that you post, that the content is accurate, that use of the content you supply does not violate these Steinweg Digital Services Terms and Conditions and will not cause injury to any person or entity. We (including our officers, directors, agents, employees, affiliates and related corporations) will not be responsible or liable for the content or accuracy of any content posted by you on the Steinweg Digital Services and you agree to bear all liability and fully indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of your breach of this warranty.

- 11.5** 如果我们认为相关内容不符合我们在第 13 条设定的内容标准，我们有权移除任何您向世天威数字服务上传的内容。

We have the right to remove any content that you upload to the Steinweg Digital Services if, in our opinion, the content does not comply with our content standards as set out in paragraph 13.

12. 链接至世天威数字服务

Linking to the Steinweg Digital Services

- 12.1** 您可以链接至世天威数字服务，前提是您的链接方式应当公平、合法且不损害或利用我们的声誉。链接至世天威数字服务时，世天威数字服务不得被用于损害其他任何站点。

You may link to the Steinweg Digital Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. When linking to the Steinweg Digital Services, the Steinweg Digital Services must not be framed on any other site.

- 12.2** 如无相应事实，您不得以建立链接的形式，暗示您与我方有任何形式的合作关联或者获得我方批准或背书。

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

13. 内容标准

Content standards

- 13.1** 您向世天威数字服务上传的所有内容必须符合以下要求：
All content that you upload on the Steinweg Digital Services must:

- (a) 如果相关内容陈述事实，该事实应准确；
be accurate (where they state facts);
- (b) 如果相关内容表达观点，该观点应真诚；
be genuinely held (where they state opinions); and
- (c) 符合相关内容发布国家的适用法律。
comply with applicable law in any country from which they are posted.

- 13.2** 您向世天威数字服务上传的所有内容不得：

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All content that you upload on the Steinweg Digital Services must not:

- (a) 包含对任何人士的任何诽谤的材料;
contain any material which is defamatory of any person;
- (b) 包含任何淫秽、冒犯性、憎恨性质或具有煽动性的材料;
contain any material which is obscene, offensive, hateful or inflammatory;
- (c) 宣传具有性明示的材料;
promote sexually explicit material;
- (d) 宣传暴力;
promote violence;
- (e) 宣传基于种族、性别、宗教、国籍、残疾、性取向或年龄的歧视;
promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) 侵犯任何其他人士的著作权、数据库权或商标;
infringe any copyright, database right or trade mark of any other person;
- (g) 有可能欺骗任何人士;
be likely to deceive any person;
- (h) 内容的制作违反您对任何第三方的法律义务, 例如合同义务或保密义务;
be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) 宣传任何非法活动;
promote any illegal activity;
- (j) 威胁、滥用或侵犯其他人的隐私, 或造成困扰、不便或不必要的焦虑;
be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (k) 可能会使任何其他人士被骚扰、沮丧、尴尬、惊恐或恼怒;
be likely to harass, upset, embarrass, alarm or annoy any other person;
- (l) 用于冒充任何人, 或歪曲您的身份或您与任何人的关联关系;
be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- (m) 让人觉得是来源于我们(如果材料并非来自于我们);
give the impression that they emanate from us, if this is not the case; or
- (n) 提倡、宣传或协助任何非法行为, 例如著作权侵权或计算机滥用。
advocate, promote or assist any unlawful act such as copyright infringement or computer misuse.

14. 中止和终止

Suspension and termination

14.1 我们将自行全权判定您在使用世天威数字服务的过程中是否违反本世天威数字服务条款与条件。

We will determine, in our sole and absolute discretion, whether there has been a breach of these Steinweg Digital Services Terms and Conditions through your use of the Steinweg Digital Services.

14.2 若出现违反本世天威数字服务条款与条件的情况, 我们可以采取我们认为适当的行动, 包括:

When a breach of these Steinweg Digital Services Terms and Conditions has occurred, we may take such action as we deem appropriate, including:

- (a) 即时、临时或永久撤销您使用世天威数字服务的权利;
the immediate, temporary or permanent withdrawal of your right to use the Steinweg Digital Services;

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- (b) 即时、临时或永久移除任何您向世天威数字服务上传的发布内容或材料；
the immediate, temporary or permanent removal of any posting or material uploaded by you to the Steinweg Digital Services;
- (c) 向您发出警告；
the issue of a warning to you;
- (d) 针对您提起法律诉讼；
legal action against you; and
- (e) 向执法部门披露我们合理地认为确有必要的信息。
the disclosure of such information to law enforcement authorities as we reasonably deem necessary.

14.3 如果出现任何根据第 14 条的终止或中止，您将无权得到为使用世天威数字服务而预付费用的全部或任何部分的退款。

In the event of any termination or suspension pursuant to this paragraph 14, you will not be entitled to any refund of any fees (or any portions thereof) paid by you in advance for the use of the Steinweg Digital Services.

15. 责任限额

Limitation of our liability

15.1 在适用法律允许的最大范围内，且在不减损本世天威数字服务条款与条件的任何其他限制的前提下，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不对您、向您索赔或通过您提出索赔的任何其他方就下列损害承担责任，无论索赔是基于合同、侵权（包括过失或违反法定义务）还是在其他方面，除非是由于 (a) 我们一方的重大过失，或 (b) 我们董事会或管理层的作为和不作为所直接导致的，且前述主体明知会产生该损害的情况下，(i) 故意或 (ii) 过失地造成该等损害：

To the fullest extent permitted by applicable law and without prejudice to any other limitations in these Steinweg Digital Services Terms and Conditions and unless otherwise directly caused by (a) gross negligence on our part or (b) an act or omission on the part of our board or management, done either (i) with the intent to cause that damage or (ii) recklessly and with the knowledge that such damage would result therefrom, we (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable to you or anyone claiming under or through you whether in contract, tort (including negligence or breach of statutory duty) or otherwise for:

- (a) 因通过世天威数字服务发送或接收、或者未发送或未接收的任何资料或数据，或者因通过世天威数字服务达成的任何交易所产生的任何权利主张、损失、损害、费用或支出；
any claim, loss, damage, expense or cost arising from any material or data sent or received or not sent or received or any transactions entered into through the Steinweg Digital Services;
- (b) 任何其他方的威胁、诽谤、淫秽、攻击性或非法内容或行为，或任何对其他方权利（包括知识产权）的侵犯；
any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another party's rights, including intellectual property rights;
- (c) 任何由于使用或无法使用世天威数字服务而产生的或与此相关的(i)结果性的、特殊的、间接的、偶然的、惩罚性的或惩戒性的损害、支出、花费或损失，(ii)利润损失、收入损失、收益损失、数据或数据使用损失、利息损失、公共设施损失、机会成本损失、业务或预期存款的损失，(iii)任何运输工具（水路或陆路）滞留的损失或速遣费或 (iv) 市场占有率减少的损失，无论其产生是基于侵权、合同、或根据法律或其他原因；
any (i) consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses, (ii) loss of profits, income, revenue, data or data use, interest, utility, opportunity costs, or business or anticipated savings (iii) loss of demurrage of any means of transport (floating or rolling) or dispatch money or (iv) loss of market, whether in tort, contract, under statute or otherwise, by reason of or in connection with the use of, or inability to use the Steinweg Digital Services;
- (d) 因您使用世天威数字服务、下载世天威数字服务或可链接到的网站的任何内容，可能感染您的计算机设备、计算机程序、数据或其他专有资料的病毒、分布式阻断服务攻击或其他技术上有毒的材料所导致的任何索赔、损失、损害、费用或成本；

any claim, loss, damage, expense or cost caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of the Steinweg Digital Services or to your downloading of any content on it, or on any website linked to it;

- (e) 由于使用或无法使用世天威数字服务而产生的任何索赔、损失、损害、费用或成本；
any claim, loss, damage, expense or cost arising from the use of, or inability to use, the Steinweg Digital Services;
- (f) 由于使用或依赖世天威数字服务上显示的任何内容而产生的任何索赔、损失、损害、费用或成本；
any claim, loss, damage, expense or cost arising from the use of or reliance on any content displayed on the Steinweg Digital Services;
- (g) 由世天威数字服务上链接到的网站内容引起的任何索赔、损失、损害、费用或成本；
any claim, loss, damage, expense or cost arising from the content of websites linked on the Steinweg Digital Services;
- (h) 因我们依赖您或您的授权用户的电子指示，或我们未能或延迟根据您或您的授权用户的任何电子指示行事而产生的或与之相关的任何索赔、损失、损害、费用或成本；或
any claim, loss, damage, expense or cost arising out of or in connection with our reliance on your or your Authorised Users' Electronic Instructions or our failure to act or delay in acting on any of your or your Authorised Users' Electronic Instructions for reasons set out herein; or
- (i) 由于第三方服务提供者在世天威数字服务上提供的任何服务、应用程序的系统故障或失灵而产生的任何索赔、损失、损害、费用或成本。
any claim, loss, damage, expense or cost arising from the failure or malfunction of any of the services, applications or systems provided on the Steinweg Digital Services by a third party service provider.

15.2 受限于上述第 15.1 条，无论是基于合同、侵权（包括疏忽、或违反法定义务）或其他原因，就我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）在履行我们在本条款与条件项下对您承担的义务和责任时、因其任何违反、未履行对您的义务或违约而导致或产生的任何与全部损失、成本、费用、索赔或损害（无论是何性质或如何产生的），对于因每一相同原因引起的一项或一系列索赔，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）向您承担的责任在任何情形下最多不超过十万（100,000）新加坡元。

Subject always to paragraph 15.1 above, our (including our officers, directors, agents, employees, affiliates and related corporations) liability to you whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, costs, expenses, claims or damages whatsoever and howsoever caused or arising from any breach, failure or default by us (including our officers, directors, agents, employees, affiliates and related corporations) in performing our obligations or duties to you hereunder shall in any event not exceed a maximum amount of S\$100,000 for each occurrence or series of occurrences with the same cause.

16. 赔偿及喜马拉雅条款

Indemnity and Himalaya

16.1 您应当全额赔偿并使我们的（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）免受由于您违反本世天威数字服务条款与条件、违反任何法律或侵犯任何第三方权利所导致或引起的任何索赔、损失、损害、费用或成本。我们保留自费对任何事项进行排他性辩护和控制的权力（否则将由您负责赔偿所有费用），在这种情况下您应当配合我们主张任何可用的辩护。

You will fully indemnify and hold us (and our officers, directors, agents, employees, affiliates and related corporations) harmless from any claim, loss, damage, expense or cost suffered due to or arising out of your breach of these Steinweg Digital Services Terms and Conditions, or your violation of any law or the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

16.2 在适用法律允许的最大范围内，您承诺并保证您不会针对我们（或我们的管理人员、董事、代理人、员工、关联方和关联企业）提起、或允许其他方提起与您使用世天威数字服务或违反本世天威数字服务条款与条件相关的任何直接或间接法律索赔。

To the fullest extent permitted by applicable law, you undertake and warrant that you will not bring or allow to be

brought any legal claim whether directly or indirectly arising in connection with your use of the Steinweg Digital Services or a breach of these Steinweg Digital Services Terms and Conditions, against us (or our officers, directors, agents, employees, affiliates and related corporations).

- 16.3** 如果我们的雇员和/或受我们的委托为使用和访问世天威数字服务提供服务的分包商被追责的，该等主体有权援引本世天威数字服务条款与条件、或任何其他法律规定或合同规定中包含的任何责任限制和/或免责条款。

Should our employees and/or subcontractors whose services we employ for the use of and the access to the Steinweg Digital Services be held liable, such persons shall be entitled to invoke any limitation of and/or exemption from liability included in these Steinweg Digital Services Terms and Conditions or any other statutory provision or contractual provision.

17. 病毒

Viruses

- 17.1** 我们将尽最大努力保持世天威数字服务的安全，但我们不保证世天威数字服务在任何时候都是安全的或不存在任何漏洞或病毒。对于由于世天威数字服务的任何漏洞或病毒所导致的任何索赔、损失、损害、成本或费用，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不对您或任何其他方承担任何责任。

We will exercise best endeavours to keep the Steinweg Digital Services secure, we do not guarantee that the Steinweg Digital Services will be secure or free from bugs or viruses at all times. We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable to you or any other party for any claim, loss, damage, expense or cost arising out of any bugs or viruses originating from the Steinweg Digital Services.

- 17.2** 您有责任配置您的信息技术、计算机程序和平台，以便访问世天威数字服务。您应当使用自己的病毒防护软件。

You are responsible for configuring your information technology, computer programmes and platform in order to access the Steinweg Digital Services. You should use your own virus protection software.

- 17.3** 您不得针对世天威数字服务从事下列活动：

You must not carry out the following activities against the Steinweg Digital Services:

- (a) 滥用世天威数字服务，用于故意引入恶意或对技术有害的病毒、木马、蠕虫或其他材料；
misuse the Steinweg Digital Services by knowingly introducing viruses, Trojans, worms or other material which is malicious or technologically harmful;
- (b) 获得或试图获得对世天威数字服务、存储世天威数字服务的服务器或与世天威数字服务连接的任何服务器、计算机或数据库的未经授权的访问；或
gain, or attempt to gain, unauthorised access to the Steinweg Digital Services, the server(s) on which the Steinweg Digital Services is/are stored or any server, computer or database connected to the Steinweg Digital Services; or
- (c) 通过阻断服务攻击或分布式阻断服务攻击来攻击世天威数字服务。
attack the Steinweg Digital Services via a denial-of-service attack or a distributed denial-of service attack.

18. 安全

Security

- 18.1** 您和世天威数字服务之间的某些数据传输通过安全服务器进行，并受安全套接层（SSL）技术保护。通过世天威数字服务提供的某些服务可能要求您使用密码和数字签名。尽管我们将尽合理努力提供合理的预防措施以保护从您处收到的保密信息，但我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）无须就通过互联网传输信息所产生的或与之相关的任何索赔、损失、损害、费用或成本向您承担责任。我们不陈述、保证或承诺，通过互联网进行的任何信息传输是安全的，或该等传输不存在任何延迟、中断、拦截或错误。

Certain data transmissions between you and the Steinweg Digital Services are conducted through secure servers and protected by Secure Socket Layer (SSL) technology. Certain services provided via the Steinweg Digital Services may require you to use passwords and digital signatures. While we will use reasonable endeavours to provide reasonable precautions to protect confidential information received from you, we (including our officers, directors, agents, employees, affiliates and related corporations) shall not be

liable to you for any claim, loss, damage, expense or cost arising out of or in connection with the transmission of information over the Internet. We do not represent, warrant, or undertake that any transmission of information over the Internet is secure or that such transmissions will be free from any delays, interruptions, interceptions or errors.

18.2 您承认下列与互联网相关的风险:

You acknowledge the following Internet-related risks:

- (a) 技术知识不足和缺乏安全预防措施会使未经授权的第三方更容易进入您的系统或设备（例如，硬盘上的数据存储保护不足、文件传输和排放监控），您有责任采取必要的安全预防措施。
Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised third parties to access your systems or devices (for example, insufficiently protected storage of data on the hard disk, file transfers and monitor emissions), and it is your responsibility to take the necessary security precautions.
- (b) 您的使用模式可能被第三方监控。
Your usage patterns may be monitored by third parties.
- (c) 第三方可能在不被注意的情况下访问您的计算机系统，并侦查您对世天威数字服务的访问以及与我们的通信。
Third parties could gain unnoticed access to your computer system and detect your access to the Steinweg Digital Services and your communications with us.
- (d) 病毒和其他恶意代码可能干扰您使用或访问世天威数字服务、互联网浏览器或任何相关的电信设备和计算机系统。
Viruses and other malicious code may interfere with your use or access to the Steinweg Digital Services, the web browser or any relevant telecommunication device or computer systems.

19. 世天威数字服务中的第三方链接和资源

Third party links and resources in the Steinweg Digital Services

如世天威数字服务中含有对其他第三方网站和资源的链接，这些链接仅供您参考。我们不能控制这些网站或资源的内容，我们也不对这些网站或资源的内容准确性、完整性或时效性进行任何陈述、保证或担保。我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不对您依赖该等第三方内容所导致的任何索赔、损失、损害、费用或成本承担责任。

Where the Steinweg Digital Services contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and we make no representations, warranties or guarantees that the content contained therein is accurate, complete or up-to-date. We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable for any claim, loss, damage, expense or cost caused by your reliance on such third party content.

20. 数据保护

Data protection

每一方应遵守相关司法辖区关于隐私或个人数据的使用或处理的任何法律法规。为提供世天威数字服务或与您约定的其他服务之目的，个人数据将根据特定服务的相关隐私政策进行处理。

Each party shall comply with any laws and regulations in the relevant jurisdiction relating to privacy or the use or processing of personal data. For the purpose of providing the Steinweg Digital Services or other services agreed upon with you, personal data will be processed as described in the relevant privacy policy of the particular services.

如果我们已遵守可适用的法律法规项下数据保护的义务，则对有关您个人数据的收集、使用、披露或任何其他类型的处理而导致的索赔、损失、损害、费用、成本，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不承担任何责任。

We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable for any claim, loss, damage, expense or cost arising out of the collection, use, disclosure or any other

kind of processing in relation to your personal data, if we have complied with our data protection obligations under applicable laws and regulations.

21. 非代理

No agency

我们和您或使用世天威数字服务的任何其他方之间不意图构成、不存在且不创设任何代理关系、合伙关系、合资关系、雇主雇员关系或特许经营关系。

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended, exists or is created between us and you or any other party using the Steinweg Digital Services.

22. 分割

Severance

如果本世天威数字服务条款与条件的任何部分根据适用法律被认定为无效或不可强制执行，该等无效或不可强制执行的条款将被视为以最接近原始条款意图的有效且可强制执行的条款取代，本世天威数字服务条款与条件的其余部分将持续有效。

If any part of these Steinweg Digital Services Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Steinweg Digital Services Terms and Conditions will continue in effect.

23. 弃权/权利和救济

Waivers/rights and remedies

我们未能或延迟行使在本世天威数字服务条款与条件项下依法规定的任何权利或救济不应减损该等权利或救济，或被解释为我们对该等权利或救济的放弃或变更，或排除我们在任何后续时间对该等权利或救济的行使，并且我们对任何该等权利或救济的任何单独或部分行使，不应排除我们对该等权利或救济或其他部分的行使或进一步的行使。我们在本世天威数字服务条款和条件项下的权利和救济不会因任何事件或事项而受到影响，您在本世天威数字服务条款与条件项下的责任也不会因任何事件或事项而被豁免、解除或减轻，但因我们作出的具体且经有效授权的书面弃权或豁免的情形除外。

No failure or delay by us in exercising any right or remedy provided by law under or pursuant to these Steinweg Digital Services Terms and Conditions will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy. Our rights and remedies under these Steinweg Digital Services Terms and Conditions will not be affected, and your liabilities under these Steinweg Digital Services Terms and Conditions will not be released, discharged or impaired by any event or matter whatsoever, other than a specific and duly authorised written waiver or release given by us.