

Website Terms of Service

支付宝（杭州）信息技术有限公司 (collectively, “**Company**” “we,” “us,” or “our”) makes this website, *opentrs.com* (the “**Site**”) available to you conditioned upon your acceptance of the following Terms of Service (“**Terms**” or “**Agreement**”). These Website Terms of Service only applies to the Site, not to the use of our solutions (“**Solution**”), the terms of which are set out in the End User License Agreement.

The Site collects, uses and stores Personal Information as described in our <https://render.alipay.com/p/f/agreementpages/alipayglobalprivacypolicy.html>. In addition, our Services Privacy Notice describes how we collect, use and store your Personal Data when we provide our Services, if applicable, as the term “Personal Data” is defined in our <https://render.alipay.com/p/f/agreementpages/alipayglobalprivacypolicy.html>.

If you are entering into this Agreement as an individual: you represent and warrant that you are at least 18 years of age, or have otherwise reached the age of “majority” where you reside, and that you have the right, power and authority to enter into this Agreement. If you are entering into this Agreement on behalf of an entity or organization, you represent and warrant that you are at least 18 years of age, or have otherwise reached the age of “majority” where you reside, and that you have the right, power and authority to enter into this Agreement on behalf of such entity.

BY ACCESSING OR USING THE SITE IN ANY WAY, YOU AGREE TO AND ARE BOUND BY THIS AGREEMENT, AND IF YOU DO NOT ACCEPT ANY OF THE TERMS OF THIS AGREEMENT AND/OR YOU DO NOT MEET OR COMPLY WITH THEIR PROVISIONS, YOU MAY NOT USE THIS SITE.

IMPORTANT NOTICE: YOUR USE OF THE SITE IS SUBJECT TO AN ARBITRATION PROVISION IN SECTION I OF THIS AGREEMENT, REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. Please carefully review Section I of this Agreement for more information.

A. ACCESS AND USE OF THE SITE

The Site and all related content, and any and all intellectual property rights in the foregoing (collectively, “**Company Content**”), shall at all times remain the exclusive property of Company or its third party licensors. On the condition that you comply with all your obligations under this Agreement, Company grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Site for your internal purposes. You are not acquiring any rights in or to the Company Content other than a non-exclusive right to access and use the Site solely in accordance with the term of this Agreement. Any use of the Site that exceeds the rights expressly granted in this Agreement is strictly prohibited and constitutes a violation of this Agreement, which may result in the termination of your right to access and use the Site.

B. SUBMITTED SUGGESTIONS

We welcome your comments regarding the Site and Company Content. If you elect to provide or make available suggestions, comments, ideas, improvements, or other information or materials to us (“**Suggestions**”) in connection with or related to the Site or Company Content, you grant us a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable license, with the right to sublicense, to use and disclose such Suggestions in any manner and via any media Company chooses, without reference to its source and without any other obligation.

C. USE OF THE SITE

1. You agree to use the Site only for purposes that are permitted by (a) these Terms and (b) any applicable law or regulations.
2. You agree not to access (or attempt to access) the Site by any means other than your browser or through the interface that is provided by us. You also agree that you will not engage in any activity that interferes with or disrupts the Site (or the servers and networks which are connected to the Site), or remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site.
3. You may not reverse engineer, copy, reproduce, or create derivative works of all or any portion of the Company Content. You also may not use any bot, spider, or other automatic or manual device or process, except as authorized by Company, for the purpose of monitoring, harvesting, copying, or compiling information on the Site for any reason.
4. You agree not to provide false, inaccurate or misleading information. The Site may only be used by you and you will not impersonate any person or entity, or falsely state or otherwise misrepresent your identity or any information you submit to the Site, or defraud or violate any rights of Company, our third party providers, other users, or any third parties, or engage in other unlawful activities.
5. Your access to the Site is provided on a temporary basis with no guarantee for future availability. We reserve the right to modify or discontinue, temporarily or permanently, your access to the Site, or any portion of the Site.

D. MODIFICATIONS TO THE TERMS

We reserve the right, at any time, to modify, alter, or update the Terms without prior notice. Modifications shall become effective immediately upon being posted on the Site. Your continued use of the Site after modifications are posted constitutes an acknowledgement and acceptance of the Terms and its modifications.

E. LINKS

For your convenience, we may provide links to various other websites that may be of interest to you and for your convenience only. However, Company does not control or endorse such websites and is not responsible for their products, services or content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such websites.

F. NO WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND COMPANY, THIS SITE AND ALL COMPANY CONTENT AND SERVICES ACCESSIBLE THROUGH THIS SITE, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF TITLE OR NON-INFRINGEMENT.

G. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, STOCKHOLDERS, MEMBERS, EMPLOYEES, AGENTS, OR CONTRACTORS, BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE OR ANY COMPANY CONTENT OR SERVICES RELATED TO THE SITE.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL,

EXEMPLARY, OR OTHERWISE, INCLUDING LOSS OF DATA, INCOME OR PROFITS), WHETHER IN CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER TORTUOUS ACTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE SITE OR COMPANY CONTENT OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE OR THE COMPANY CONTENT.

IN THE EVENT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES CONTAINED IN THIS AGREEMENT SHALL BE DETERMINED BY AN ARBITRATOR TO BE INVALID OR UNENFORCEABLE, THEN SUCH PROVISIONS SHALL BE REFORMED TO THE MAXIMUM LIMITATION PERMITTED BY APPLICABLE LAW. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT OR THE USE OR EXPLOITATION OF ANY OR ALL PARTS OF THE SITE OR COMPANY CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

H. INDEMNITY

You agree to defend, indemnify, and hold Company and its affiliates, and their respective officers, directors, managers, stockholders, members, employees, agents, and contractors (collectively the “*Company Indemnitees*”), harmless from and against any all claims, losses, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorneys’ fees) resulting from or alleged to result from your use of the Site or Company Content or your violation of this Agreement.

I. GOVERNING LAW; ARBITRATION

This Agreement shall be governed by the laws of Singapore. Any dispute arising out of or in connection with this Agreement and the terms incorporated therein, including any question regarding its application, validity or termination, shall be referred to, and exclusively and finally resolved by, arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the SIAC Arbitration Rules for the time being in force (“**Rules**”), which Rules are deemed to be incorporated by reference in this clause. The arbitral tribunal shall consist of three (3) arbitrators, of which one (1) arbitrator shall be appointed by Consultant, one (1) arbitrator shall be appointed by Partner and the third and presiding arbitrator shall be appointed by the first two (2) arbitrators as agreed between them or failing agreement within thirty (30) days from the appointment of the second arbitrator, by the President of SIAC in accordance with the Rules. The venue and seat of the arbitration must be Singapore, and the arbitration must be conducted in English.

J. MISCELLANEOUS TERMS

1. This Agreement constitutes the entire agreement between you and Company relating to your use of, and access to, the Site and Company Content and supersedes any prior or contemporaneous agreements or representations.
2. If any portion of this Agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of this Agreement as possible. Our failure to enforce or exercise any provision of this Agreement or related right will not constitute a waiver of that right or provision.
3. Descriptive headings contained in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of this Agreement. Although this Agreement may be translated into other languages, the English language version of this Agreement shall control in any dispute between the parties.

4. No rights or obligations under this Agreement may be assigned or transferred by you, either voluntarily or by operation of law, without our express written consent and in our sole discretion. Nothing in this Agreement will confer upon any person, other than the parties, any rights, remedies, obligations, or liabilities whatsoever.
5. You can provide any notices to us under this Agreement by e-mail or mail using the contact information provided in Section K. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing. Without limitation, a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
6. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction. No waiver by either party of any breach or default under these Terms will be deemed to be a waiver of any preceding or subsequent breach or default. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in these Terms shall be construed as if followed by the phrase “without limitation.” Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

K. HOW TO CONTACT US

Questions, comments and requests regarding this Agreement are welcomed and should be addressed to *TrmSaaS@antgroup.com* by email, or to the following addresses by mail:

浙江省杭州市西湖区西溪路556号