

1. PREAMBLE / 序言

- 1.1. Lenzing Aktiengesellschaft and/or their affiliates (“Lenzing”) is a renowned producer of lyocell, modal and viscose fibers as well as filament yarns and other wood based cellulosic products (“Lenzing Products”). Lenzing, by virtue of use, registrations and/or pending applications, inter alia owns all rights to the word marks TENCEL™, LENZING™, ECOVERO™, REFIBRA™, VEOCEL™, MICROMODAL™, PROMODAL™, LENZING™ MODAL and LENZING™ VISCOSE which are used, and subject to numerous trademark registrations and pending trademark applications by Lenzing, in numerous countries, together with any common law rights and goodwill related thereto (hereinafter referred to as “Lenzing Brands”). / 兰精股份公司及/或其关联公司 (以下简称“兰精”) 是莱赛尔纤维、莫代尔和粘胶纤维以及长丝和其他木质纤维素产品 (以下简称“兰精产品”) 的知名生产商。兰精通过使用、注册及/或申请等方式拥有 TENCEL™, LENZING™, ECOVERO™, REFIBRA™, VEOCEL™, MICROMODAL™, PROMODAL™, LENZING™ MODAL 和 LENZING™ VISCOSE 文字商标的所有权利及普通法上的相关权利、商标相关的商誉 (以下简称“兰精品牌”)。兰精在许多国家使用上述商标, 且对上述商标有多项商标注册或商标申请。
- 1.2. Lenzing provides branding and other product services to their direct customers and downstream value chain partners among the textile and nonwovens value chain. Partners of Lenzing are inter alia interested in obtaining licenses for the use of Lenzing Brands (“Brand Licenses”), in obtaining the right to get swing tickets provided by Lenzing bearing Lenzing Brands (hereinafter also referred to as the “Swing Tickets”), in obtaining certifications that customers product samples contain Lenzing Products and comply with certain Lenzing certification standards (hereinafter also referred to as the “Lenzing Certification”) and in applying certain online customer services provided by Lenzing. For the ease of applying online customer services, marketing services, licensing and certification services (e.g. Brand Licenses, Swing Tickets and Lenzing Certifications) and other applications provided by Lenzing in connection with any of the foregoing (collectively “Lenzing Services”) Lenzing established the E-Branding Service platform (hereinafter also referred to as the “Platform”), where respectively interested companies can be registered and once registered apply for respective materials and services. / 兰精为其直接客户及纺织和无纺价值链的下游合作方提供品牌及其他产品服务。兰精的合作方尤其希望获得兰精品牌使用许可 (以下简称“品牌许可”)、获得兰精提供的含有兰精品牌的吊牌 (以下简称“吊牌”)、获得证明客户产品包含兰精产品并符合兰精认证标准的认证证明 (以下简称“兰精认证”), 以及希望使用兰精提供的某些在线客户服务等。为方便申请兰精提供的在线客户服务、营销服务、许可及认证服务

(比如品牌许可、吊牌和兰精认证)及任何与前述服务相关的申请(统简称“兰精服务”),兰精创立了电子品牌服务平台(以下简称“平台”)。对兰精服务有兴趣的公司可在平台上注册,并在注册后申请相应材料和服务。

- 1.3. A company registered with the Platform hereinafter shall also be referred to as “Partner”. Any use of the Platform by the Partner including the registration process are subject to the Terms of Use for the Lenzing E-Branding Service (hereinafter referred to as “ToU”). These ToU shall regulate how the Platform operates, how Partners can be admitted to the Platform and sets forth the legal relationship between the Partner and Lenzing (hereinafter also referred to as the “Contract”; Partner and Lenzing together also referred to as the “Parties”). By using any Lenzing Services provided on the Platform the Partner agrees to be bound by these ToU. The Platform and any Lenzing Services provided on the Platform are voluntary services offered by Lenzing open to Partners. / 在平台注册的公司以下称为“合作方”。合作方对平台的使用(包括注册)应遵守兰精电子品牌服务的使用条款(以下简称“使用条款”)。本使用条款规定了平台运作和合作方获准使用平台的方式,并阐明了兰精和合作方的法律关系(以下简称“合同”;兰精和合作方以下合称“双方”)。使用任何平台上的兰精服务即表示合作方同意接受本使用条款。平台和任何平台上的兰精服务是兰精提供的对合作方开放的自愿服务。

1.4. Electronic Communication / 电子通信

Lenzing will communicate with Partners via the Platform in a variety of ways, such as by e-mail, text, in-app push notices or by posting e-mail messages or communications on the website or through the Lenzing Services. For contractual purposes, Partner agrees to receive communications from Lenzing electronically and that all agreements, notices, disclosures and other communications that Lenzing provides to Partner electronically shall satisfy any legal requirements as to such communication, unless mandatory applicable laws specifically require a different form of communication. / 兰精将以多种方式通过平台与合作方沟通,例如通过电子邮件、短信、应用内推送,或通过在网上发布电子邮件或信息,或通过兰精服务进行通信。就本合同之目的,合作方同意以电子通信方式与兰精沟通,兰精以电子通信方式向合作方提供的所有协议、通知、信息披露及其他沟通均应符合与该等沟通有关的任何法律要求,除非强制适用的法律明确要求采取其他信息交流方式。

2. Registration of Single User Accounts and Multi User Accounts on the Platform / 平台单用户账户和多用户账户注册

- 2.1. Partners can register on the Platform by means of single user account (hereinafter referred to as “Single User Account(s)”; see clause 2.3.) and multi user accounts (hereinafter referred to as “Multi User Account(s)”; see clause 2.4.). The Single User Account does not offer any multi user administration features or specific Lenzing Services. The Multi User Account might offer specific features like a user administration as well as the opportunity to obtain for specific Lenzing Services like specific licensing and certification programs for Innovation and Branding Partners subject to Lenzing’s sole discretion. Any use of the Lenzing Services provided on the Platform requires a prior registration of a Single User Account or a Multi User Account by Partner, thus an application for the specific account (Single User or Multi User Account) has to be submitted by the duly authorized representative of the Partner to get access to the Platform (“Platform Application”). There is no legal right to be registered on the Platform. Lenzing expressly reserves the right to reject any application without providing reasons for such rejection. / 合作方可在平台上以单用户账户（以下简称“单用户账户”；见第 2.3 条）和多用户账户（以下简称“多用户账户”；见第 2.4 条）的方式进行注册。单用户账户不提供多用户管理功能和某些特定的兰精服务。多用户账户可能提供某些特定功能如用户管理功能，及由兰精单方决定的获得特定兰精服务的机会，如对创新和品牌合作方的特定许可和认证项目。使用平台上的任何兰精服务都需要合作方预先注册单用户账户或多用户账户，账户必须由合作方的正式授权代表申请以获得平台访问权。在平台上没有任何获得注册的法定权利（“平台申请”）。兰精明确保留无理由拒绝任何申请的权利。
- 2.2. Subject to the compliance with these ToU and approval of the Partner’s Platform Application Lenzing grants to Partners a limited, non-exclusive, non-transferable, non-sub licensable license to access and make use of the Platform. Such license does not include any resale or commercial use of any Lenzing Services or its contents, any collection and use of any product listings, descriptions, any derivative use of any Lenzing Services or its contents, any downloading or copying of account information for the benefit of a third party, or any use of data mining, robots, or similar data gathering and extraction tools. Any rights not expressly granted to the Partner in these ToU or any other terms concerning the Lenzing Services are reserved and retained by Lenzing or its licensors, suppliers, publishers, rights holders, or other content providers. No Lenzing Service, nor any part of any Lenzing Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose without Lenzing’s prior written consent. Partners may not use framing techniques to enclose any Lenzing Brand, logo or other proprietary information (including images, text, page layout, or form) of Lenzing or Lenzing Services without Lenzing’s express written consent. / 在遵守

本使用条款且合作方的平台申请获得批准的情况下，兰精授予合作方一个有限、非排他、不可转让、不得转授权的许可可以访问和使用平台。此许可不包含以下内容：任何对兰精服务或内容的转售和商业性使用，任何对产品列表、描述的收集、使用，或任何对兰精服务或内容的派生使用，任何为第三方利益而进行的对账户信息的下载或复制，或任何数据挖掘、机器人或类似的数据收集和抓取工具的使用。兰精及其许可者、供应者、出版者、权利人和其他内容提供者，保留任何没有在本使用条款和关于兰精服务的其他条款中明示授权给合作方的一切其他权利。未经兰精预先书面同意，不得再现、制作副本、复制、出售、转售、访问或以其他方式利用任何兰精服务或兰精服务的任何部分。未经兰精明确书面同意，合作方不得使用框架技术附上任何兰精或兰精服务的兰精品牌、徽标或其他兰精享有权利的信息（包括图像、文字、页面布局或表格）。

2.3. Single User Account / 单用户账户

By means of the Single User Account only one authorized representative of the Partner (hereinafter referred to as the “Single User”) has access to the Platform and can act on behalf of the Partner within the Platform. Partners may apply for Single User Accounts by submitting the Platform Application for a Single User Account. The company details of the Partner as well as the name and contact details of the Single User namely name, function, address, e-mail address and as further specified in Section 14 (hereinafter referred to as “Single User Mail Address”), telephone number, has to be provided by Partner as requested by Lenzing in the Platform Application. **Furthermore the ToU has to be confirmed and accepted electronically by the Single User at the end of the Platform Application and a password and login data has to be defined by the Single User.** Lenzing reserves the right to request proof for such information if any further validation is deemed necessary in Lenzing’s sole discretion. Partner warrants that all information provided in the course of the Platform Application is true and accurate. If Lenzing considers the information provided as correct and complete, Lenzing will request the verification of the Single User Mail Address by sending an e-mail to the Single User Mail Address. This e-mail includes a confirmation link and the registration has to be confirmed by clicking on the confirmation link within a period of 7 days (hereinafter referred to as “Verification”). If the Single User does not verify the Single User Mail Address within this period, he has to opportunity to have the confirmation link resent. The Verification constitutes acceptance of the ToU and concludes the Contract between Partner and Lenzing. As of Verification, the Single User is enabled to access the Partner’s Single User Account on the Platform. Depending on the application of the Partner and on Lenzing’s sole discretion, certain Lenzing Services will be provided inter alia by granting access to modules on the Platform enabled for the Partner (hereinafter referred to as

“Modules”, see clause 8.). /单用户账户只允许合作方的一个授权代表 (以下简称“独立用户”) 访问平台,并在平台上代表合作方。合作方可通过提交单用户账户的平台申请以申请单用户账户。申请时,合作方必须按兰精的要求在平台申请中向兰精提供合作方公司的详细信息以及独立用户名称和详细联系方式,即姓名、职位、地址、电子邮箱地址以及第 14 条规定的其他信息 (以下简称“独立用户邮箱地址”) 和电话号码。此外,在平台申请程序的最后,独立用户必须以电子方式确认及接受本使用条款,并设定登陆信息和密码。如兰精单方面认为需要再次验证,兰精保留要求提供相关证明的权利。合作方保证其在平台申请中提供所有资料的真实性和准确性。如果兰精认为合作方提供的信息准确且完整,兰精将以向独立用户邮箱地址发送电子邮件的方式请求验证独立用户邮箱地址。验证邮件包含一个验证链接,用户必须在七日之内以点击链接的方式确认注册 (以下简称“验证”)。如果独立用户在此期间没有验证独立用户邮箱地址,其可以要求重新发送验证链接。验证表示合作方接受本使用条款,并且合作方和兰精缔结了合同。验证之后,独立用户可访问平台上的合作方单用户账户。根据合作方的申请和兰精的单方决定,特定的兰精服务将以允许合作方访问平台上特定模块 (以下简称“模块”,请见以下第 8 条) 等方式向合作方提供。

2.4. Multi User Account / 多用户账户

2.4.1. A Multi User Account offers some additional functions in relation to the Single User Account in order to simplify the administration of the access to the Platform as well as Lenzing Services provided for the Partner and all relevant transactions in the Platform and gives the Partner the opportunity to create Sub-Users within the account. Partners may obtain for Multi User Accounts by submitting the Platform Application for a Multi User Account by a duly authorized representative of Partner (hereinafter referred to as “First User”). The company details of the Partner as well as the name and contact details of the First User, namely name, function, address, e-mail address and as further specified in Section 14 (“First User Mail Address”), telephone number, has to be provided in the Platform Application. Furthermore, the ToU has to be confirmed and accepted electronically by the First User at the end of the Platform Application and a password and login data has to be defined by the First User. Furthermore, the First User has to provide the name, function, address, e-mail address, telephone number, of the Admin (see clause 2.4.2.) and the Authorized Signatory Contact (see clause 2.4.2.) of the Partner. The First User, the Admin and the Authorized Signatory Contact accounts may be assigned to different persons or the same person, as long as the person is duly authorized by Partner to act as Admin and Authorized Signatory Contact (Example: First User can be Admin and Authorized Signatory Contact as well, as long he is authorized by Partner). / 为简化管理平台访问,管理为合作方提供的兰精服务,管理平台中

的相关交易，让合作方可以在其账户中创建子用户，多用户账户就单用户账户而言提供了一些额外功能。合作方的正式授权代表可通过提交多用户账户的平台申请的方式申请多用户账户（以下简称“第一用户”）。申请时，合作方必须在平台申请中向兰精提供合作方公司的详细信息以及第一用户的名称及详细联系方式，即姓名、职位、地址、电子邮箱地址以及第 14 条规定的其他信息（以下简称“第一用户邮箱地址”）和电话号码。在平台申请程序的最后，第一用户必须以电子方式确认并接受本使用条款，并设置登陆信息和密码。此外，第一用户必须提供合作方的管理员（请见以下第 2.4.2 条）和授权签字联系人（请见以下第 2.4.2 条）的姓名、职位、地址、电子邮箱地址和电话号码。合作方有权指定相同或不同人为第一用户、管理员和授权签字联系人，只要其有合作方的合法授权（例如：第一用户同时可以是管理员和授权签字联系人，只要合作方正式授权这个人）。

If Lenzing considers the information provided as correct and complete, Lenzing will request the verification of the First User Mail Address provided by the First User in the Platform Application by sending an e-mail to the defined First User Mail Address. This e-mail includes a confirmation link and the registration has to be confirmed by clicking on the confirmation link within a period of 7 days. If the First User does not verify the First User Mail Address within this period, he has the opportunity to have the confirmation link resent. / 如果兰精认为提供的信息是准确且完整的，兰精将向第一用户在平台申请中提供的第一用户邮箱地址发送电子邮件，要求验证该第一用户邮箱地址。此电子邮件包含一个验证链接，用户必须在七天之内以点击确认链接的方式确认注册。如果第一用户在此期间没有验证第一用户邮箱地址，其可以请求再次发送链接。

Following the Verification of the First User Mail Address, Lenzing will request the Verification of the e-mail addresses of Admin and Authorized Signatory Contact provided by the First User in the Platform Application (the e-mail address of Admin hereinafter referred to as “Admin Mail Address”; the e-mail address of Authorized Signatory Contact hereinafter referred to as “ASC Mail Address”) by sending an e-mail to the defined Admin Mail Address and ASC Mail Address. This e-mail includes a confirmation link and the registration has to be confirmed by clicking on the confirmation link within a period of 7 days. If the Admin and/or Authorized Signatory Contact do not verify the Admin Mail Address and/or ASC Mails Address within this period, they have the opportunity to have the confirmation link resent. During the course of the Verification the Admin / Authorized Signatory Contact will be directed to the Platform and have to accept the ToU electronically and a password and login data has to be defined by Admin / Authorized Signatory Contact. Such confirmations are required in order to complete the activation of the Multi User Account and subject to the application of the Partner as well as on Lenzing’s sole discretion certain Lenzing Services will be provided

on the Platform for the First User, Admin and Authorized Signatory Contact. / 验证第一用户邮件地址之后，兰精将给第一用户平台申请时提供的管理员的邮件地址（以下简称“管理员邮箱地址”）和授权签字联系人的邮箱地址（以下简称“联系人邮箱地址”）发送电子邮件，要求验证邮箱地址。此电子邮件包含一个确认链接，用户必须在七天之内以点击确认链接的方式确认注册。如果管理员和/或者授权签字联系人在此期间没有验证其用户邮箱地址，他们可请求再次发送确认链接。在验证过程中，管理员/授权签字联系人会被链接到平台上，他们需以电子方式接受本使用条款，并设定登陆信息和密码。激活多用户账户必须要进行此类确认。根据合作方的申请和兰精单方决定，第一用户、管理员和授权签字联系人可以获得平台上的某些特定的兰精服务。

Lenzing reserves the right to request proof for all information provided in the course of the Platform Application. Partner warrants that all information provided in the course of the application is true and accurate and that the application is made by duly authorized persons only. The acceptance of the ToU concludes the contract between Partner and Lenzing (see also clause 3.). / 兰精保留对平台申请过程中合作方提供的信息要求提供证据的权利。合作方保证平台申请中提供的所有资料的真实性和准确性，并保证申请仅由获正式授权的代表提出。合作方接受本使用条款表明合作方与兰精缔结了合同（也见第3条）。

2.4.2 The Multi User Account offers the following user roles and functions: / 多用户账户提供以下用户类型和功能：

- a) Authorized Signatory Contact (the “Authorized Signatory Contact”): The Authorized Signatory Contact is considered to be authorized to make legally binding declarations of the Partner. The Authorized Signatory Contact is the “owner” of the Multi User Account and acts on behalf of the Partner. Only the declarations and statements of the Authorized Signatory Contact shall be legally binding. Furthermore, the Authorized Signatory Contact is the main contact person for Lenzing with regard to the Multi User Account. The Authorized Signatory Contact has all rights and permissions in relation to the Multi User Account, in particular can terminate the Contract / delete the Multi User Account and can also perceive all functions of the Admin (see clause b) below). The Authorized Signatory Contact is mandatory. If an Authorized Signatory Contact resigns from his functions in the Multi User Account without naming / or having named by Admin a new Authorized Signatory Contact, the Multi User Account is closed and the Contract between the Parties will terminate automatically. / 授权签字联系人（“授权签字联系人”）：授权签字联系人被视为有权为合作方做出有法律约束力的声明。授权签字联系人是多用户账户的“所有者”，并代表合作方行事。只有授权签字联系人的声明才

具有法律约束力。此外，授权签字联系人是兰精关于多用户账户事宜的主要联系人。授权签字联系人拥有与多用户账户有关的所有权利和许可，特别是有权终止合同，删除多用户账户，也可以使用管理员的所有权能（请见以下 b）款）。使用平台必须有授权签字联系人。如果授权签字联系人不再承担多用户账户职责而他或管理员没有指定新的授权签字联系人，则多用户账户将被关闭，双方之间的合同将自动终止。

- b) Admin (the “Admin”): The Admin is the user manager of the Multi User Account. The Admin can manage the Multi User Account, create and edit password / PIN for two level authorization, create further users within the Multi User Account and manage data of all users and request access to certain Lenzing Services / Modules on the Platform for users (see clause c) below). The Admin is not considered to be authorized to make legally binding declarations between the Partner and Lenzing, thus declarations and statements of the Admin with regard to the ToU and the Contract are not legally binding. The Admin is the main contact person for Lenzing with regard to the user management / administration of the Multi User Account. The Admin is mandatory. If the Admin resigns from his functions in the Multi User Account or a his account is deleted by the Authorized Signatory Contact, the function of the Admin shall be perceived by the Authorized Signatory Contact as long as no new Admin is named by the Authorized Signatory Contact. The deletion or closing of a Admins account does not have any effect on other accounts and can never lead to deletion of the Multi User Account or termination of the Contract between the Parties. / 管理员 (“管理员”) : 管理员是多用户账户的用户管理员。管理员可以管理多用户账户、创建和编辑两级授权的密码/PIN 码，在多用户帐号内创建更多用户并管理所有用户的数据、以及请求访问平台上的某些特定兰精服务或模块（请见以下 c）款）。管理员被视为无权在合作方和兰精之间做出具有法律约束力的声明，故其对使用条款和合同的声明不具有法律约束力。管理员是兰精关于多用户账户用户管理事宜的主要联系人。使用平台必须有管理员。如果管理员停止承担其在多用户账户中的职能或授权签字联系人删除管理员的账户，但授权签字联系人未指定新管理员的情况下，管理员的职能将由授权签字联系人承担。删除或关闭管理员帐号对其他帐号没有任何影响，不会删除多用户账户或终止双方合同。
- c) Multi User: The Admin and the Authorized Signatory Contact shall be allowed to create further users within the Multi User Account for respectively authorized employees of Partner or any other persons duly authorized by Partner to act on behalf of Partner (“Multi User”), whereas after completing the Platform registration the First User is considered to be a Multi User as well. A Multi User is not considered to be authorized to make legally binding declarations with regard to the ToU and the Contract between the Parties. Multi Users will get access to the Lenzing Services / Modules as defined by the Admin / Authorized Signatory Contact by

means of the user management and might be changed by Admin / Authorized Signatory Contact at any time. Within such user management, the Admin / Authorized Signatory Contact may also grant specific Multi Users as defined by the Admin / Authorized Signatory Contact the possibility to access and look into the accounts of the other Multi Users within the Multi User Account. Each Multi User created by Admin or Authorized Signatory Contact will require an E-Mail Verification of the Multi Users e-mail address defined by the Admin / Authorized Signatory Contact (hereinafter referred to as "Multi User Mail Address"). By confirming the Multi User Mail Address the Multi User will be directed to the Platform and has to register on the Platform first by accepting the ToU electronically by setting a password and login data. Multi Users may change their user data except for the Multi User Mail Address; any such changes become effective after the respective approval by Lenzing. Any Multi User account may be deactivated by Admin / Authorized Signatory Contact at any time. The number of Multi Users within a Multi User Account is not limited, however Multi Users are not mandatory. The deletion or closing of a Multi User account does not have any effect on other accounts and can never lead to deletion of the Multi User account or termination of the Contract between the Parties. / 普通用户：管理员和授权签字联系人可在多用户账户内为合作方的经授权的员工或其他经授权代表合作方行事的人创建更多用户（“普通用户”）。完成平台注册后，第一用户也被视为普通用户。普通用户被视为无权就本使用条款和双方的合同做出具有法律约束力的声明。普通用户可以以管理员和授权签字联系人通过用户管理权确定的方式访问兰精服务或模块，其使用兰精服务或模块的权限可能随时被管理员或授权签字联系人改变。在该等用户管理权范围内，管理员或授权签字联系人还可以授予由管理员或授权签字联系人确定的特定普通用户去访问和查看该多用户账户内其他普通用户的账户的可能性。管理员或授权签字联系人创建的每一个普通用户都需要通过管理员或授权签字联系人指定的普通用户电子邮箱地址（以下简称“普通用户电子邮箱地址”）进行邮件验证。在验证过程中，普通用户会被链接到平台上，普通用户必须以通过电子方式接受本使用条款及设定登陆信息和密码的方式在平台上注册。普通用户可更改其用户信息，但不可更改普通用户邮箱地址；任何该等更改将在获得兰精相应批准后生效。管理员或授权签字联系人可随时关闭任何多用户账户。多用户账户中的普通用户数量不受限制，且多用户账户中不必然需要存在普通用户。删除或关闭多用户账户对其他账户没有任何影响，不会删除多用户账户或终止合同。

- 2.5. The e-mail address might be associated with one or more User or Multi User accounts respectively a Admin- or Authorized Signatory contact. When logging in the respective user will have to select one of the associated User or Multi- User accounts. / 电子邮箱地址可以与一个或多个单用户账户或多用户账户联系，作为该等用户的管理员和授权签字联系人。在登录平台时，有关用户须选择与之有联系的单用户账户或多用账户的其中之一。

3. Responsibilities and Legal Relationship / 法律责任和关系

- 3.1. Partner shall be solely responsible for the Single User Account or the Multi User Account (hereinafter together referred to as “Account”) for all activities that occur under the Account on the Platform. / 合作方应对平台上单用户账户或多用户账户（以下合称“账户”）中发生的所有行为全权负责。
- 3.2. All Multi Users, Single Users, Admin and Authorized Signatory Contacts (collectively referred to as “Platform Users”) are inextricably connected with the Account. Any act of a Platform User (even if third parties have been assigned as Platform Users) – except declarations and statements with regard to the ToU and the Contract – shall create binding obligations on the Partner and shall be performed on the risk and for the account of Partner. All Platform Users created in the name of Partner are regarded to be authorized to create the respective contractual relationships binding upon the Partner within the respective Lenzing Services. No further proof of actual authorization by Partner shall be conducted by Lenzing. It is upon Partner to make sure that access to Account is solely granted for duly authorized persons to act on behalf of Partner or any of its affiliates. / 所有普通用户、独立用户、管理员和授权签字联系人（以下合称“平台用户”）与账户不可分离。除了关于本使用条款和合同的声明之外，任何平台用户的行为，甚至是被指定为平台用户的第三方的任何行为，将会为合作方创设具约束力的义务，并且应为合作方得到履行，风险由合作方承担。以合作方名义创建的所有平台用户均被视为已经合作方授权，有权创设与兰精服务有关且对合作方有约束力的合同义务。兰精不需要进一步核验合作方实际授权的证明材料。合作方须确保可访问平台账户的人仅为经授权代表合作方及任何合作方关联方的人。

4. Change of the ToU / 使用条款的修改

- 4.1. Lenzing expressly reserves the right to change or adapt the ToU from time to time at Lenzing’s sole discretion. / 兰精明确保留随时单方面修改使用条款的权利。
- 4.2. Lenzing shall notify the Single User in case of a Single User Account or the Authorized Signatory Contact in case of a Multi User Account 14 days prior to legal effectiveness of such changes via e-mail to the Single User Mail Address / ASC Mail Address. If the Single User or the Authorized Signatory Contact does not object in writing within 14 days upon receipt of the notification of the changes, the changes will be treated as agreed upon after expiry of this period; any Platform User will be informed about the new version of the ToU when logging in to the Platform after effectiveness of the

changes. In case changes of the ETCU affect the processing of personal data of a Platform User all users will also be respectively notified. In case of objections to the changes by Authorized Signatory Contact or the Single User, the Contract will be deemed to be terminated automatically with immediate effect and the Account including every Platform User access will be blocked immediately. / 兰精应在使用条款修改生效前 14 天内以向独立用户邮箱地址或联系人邮箱地址发送邮件的方式通知独立用户（单用户账户的情形下）或授权签字联系人（多用户账户的情形下）。除非独立用户或授权签字联系人在收到通知 14 天内以书面形式提出异议，否则在此期限届满后修改后的使用条款被视为已经双方一致同意；在经修改的使用条款生效后，任何平台用户在登录平台时，都将获得有关新版使用条款的通知。若 ETCU 的修改会影响对平台用户个人信息处理，所有的用户将分别获得通知。如果独立用户或授权签字联系人就修改提出异议，则合同将被视为自动终止且立即生效，其账户及账户中的其他平台用户访问平台的权限立即终止。

5. Duties of the Partner / 合作方义务

- 5.1. The Partner shall provide sufficient and correct information in its Platform Application in accordance with the requirements set out by the individual Platform Application and in case applicable or requested supported by documents to be uploaded to the Platform. The Partner shall be responsible that all information regarding the Platform Users are correct and up to date. / 按照平台申请中的要求，合作方应在申请中提供充分且准确的信息，并应在适用或兰精提出要求的情况下提供支持文件上传至平台。合作方应有责任保证有关平台用户的所有信息的真实性和时效性。
- 5.2. The Partner shall keep this information updated at all times and shall inform Lenzing of any changes with respect to this information without any delay by updating the Account or Platform User information including the Account settings in the “Account Management” of the Platform or by means of a Change Request Form made available for download at brandingservice.lenzing.com. Lenzing expressly reserves the right to terminate the Contract, if Partner or any Platform User does not comply with these requirements and fails to keep its information up to date. / 合作方应及时更新其信息并以更新包括平台“账户管理”中的账户设置在内的账户或平台用户信息的方式，或以提交在 brandingservice.lenzing.com 下载的变更申请表的方式，及时无延误地通知兰精其信息变动。若合作方或任何平台用户不遵守此要求并且不及时更新信息，兰精明确保留终止合同的权利。
- 5.3. Should Partner or Platform Users fail to update the information, any notifications of Lenzing sent to an incorrect or no longer valid contact information shall nevertheless be regarded as

received by the Partner and shall be binding for the Partner. / 如果合作方或平台用户未能更新信息，任何兰精根据错误或不再有效的联系信息发送的通知应被视为已送达合作方，并且应对合作方有约束力。

- 5.4. The Partner or any Platform User must not use the Platform or any Lenzing Services (i) in any way that causes, or is likely to cause, the Platform or any Lenzing Service, or any access to it to be interrupted, damaged or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity. Lenzing reserves the right to refuse Lenzing Services or terminate Accounts, in particular if the Partner or any Platform user is in breach of applicable laws, applicable contractual provisions, or guidelines or any other policy. / 合作方和任何平台用户不得以任何以下方式使用平台或任何兰精服务：（1）任何导致或可能导致平台、任何兰精服务或对其的访问的中断、损坏或受损的方式；或（2）出于欺诈目的，与刑事犯罪或其他非法活动相关的方式。兰精保留拒绝提供兰精服务和关闭账户的权利，尤其是合作方或任何平台用户违反适用的法律、合同条款、准则或任何其他政策时。

6. Responsibility for the Login Data / 登陆信息保管责任

- 6.1. Partner is responsible for maintaining the confidentiality of the login data of all Platform Users by taking all necessary steps to ensure that the password is kept confidential and secure. / 合作方有责任采取一切必要措施保证所有平台用户的登陆数据的保密性，以确保密码处于秘密且安全的状态。
- 6.2. Partner shall ensure that the respective account can only be accessed by duly authorized Platform Users. If Partner or any Platform User becomes aware of any unauthorized use of or access to the Account or any Platform User account, it shall immediately take all necessary actions to avoid any further unauthorized uses, like changing the password, and inform Lenzing immediately. If there are overriding reasons to believe that such unauthorized access to the Account has happened, Lenzing reserves the right to block the Account or any Platform User account temporarily to prevent such unauthorized access. / 合作方应确保相应账户只能由经正式授权的平台用户使用。如果合作方或平台用户发现任何未经授权使用帐户或任何平台用户帐户的行为，应立即采取一切必要措施，如更改密码，以避免未经授权的使用行为持续，并应立即通知兰精。如果有任何明显理由认为账户已被未经授权者使用，兰精有权暂时冻结账户或任何平台用户账户，以避免此类未经授权的使用。

7. Term and Termination of the Contract / 合同期限和终止

- 7.1 The Contract is concluded for an indefinite period of time. / 本合同无固定期限。
- 7.2 Lenzing or Partner may terminate the Contract by observing a three (3) months' notice period. The right to terminate the Contract with immediate effect for cause remains unaffected. / 兰精或合作方可以提前三 (3) 个月发出通知的方式终止合同。本规定不影响在有理由的情况下立即终止合同的权利。
- 7.3 Grounds for termination for cause are in particular, but shall not be limited to: / 有理由终止合同的事由包括但不限于:
- (a) Partner's or Platform Users breach of any obligations under the ToU, the privacy data declaration or under specific contracts concluded between the Parties within specific Lenzing Services / Modules; / 合作方或平台用户违反本使用条款、隐私信息声明或任何双方签订的有关特定兰精服务或模块专项合同中的义务;
 - (b) failure to keep the Account / Platform User Information updated; / 未能更新账户/平台用户信息;
 - (c) any act or behavior of the Partner / a Platform User in Lenzing's sole discretion detrimental to the reputation of the Lenzing or the Lenzing's goods or services; / 兰精单方认定的任何合作方或平台用户的有损兰精或兰精产品或服务声誉的行为;
 - (d) unless prohibited by mandatory statutory provisions, if the Partner becomes subject of any bankruptcy, winding-up or liquidation proceedings, or other proceedings analogous in purpose or effect; / 除非被强制性法律所禁止, 合作方进入破产、停业清理、清算或其他有类似效果的程序;
 - (e) the occurrence of a Change of Control according to clause 7.5. / 发生第 7.5 条规定的控制权变更;
 - (f) objection of the change of these ToU according to clause 4.2. / 根据第 4.2 条对本使用条款的修改提出异议的。
- 7.4 As of the end of the Contract for whatever reason, the Account, including all Platform Users accounts, shall be blocked by Lenzing without any further notice and the Partner and the

Platform Users shall not be in a position to access the Account any more. However, the termination of the Contract /or a blockage of the Account or any Platform User account has no effect on the validity of any contract concluded between the Parties within the specific Lenzing Services / Modules before the termination of the ToU respectively the blockage of the Platform User account. / 无论何种原因，合同终止后，账户，包括所有平台用户账户，将被兰精关闭，兰精无需就关闭账户另行通知，合作方和平台用户将无法再访问该账户。但合同终止、（或）关闭任何账户或平台用户账户不影响双方在本使用条款终止前、账户关闭前签订的关于兰精服务或模板的任何合同的有效性。

- 7.5 In the event of a Change of Control at the Partner, Lenzing reserves the right to terminate the Contract on grounds. Change of Control means as to any person, the consummation of any of the following, in one transaction or a series of related transactions: (i) the sale, transfer, assignment or other disposition (including by merger or consolidation) of more than 50% of the voting power represented by the then outstanding securities of such person, (ii) the sale or other disposition of substantially all the assets of such person, or (iii) the liquidation or dissolution of such person. / 如果合作方发生控制权变更，兰精保留据此终止合同的权利。控制权变更是指，任何主体完成以下任意一项交易或一系列关联交易：（1）出售，转让或其他方式处分（包括吸收合并或新设合并）代表该主体 50% 以上发行在外的证券的投票权；（2）出售或以其他方式处分该主体的绝大部分资产；或（3）该主体的清算或解散。

8. Lenzing Services provided on the Platform / 平台上提供的兰精服务

- 8.1. Lenzing provides several Lenzing Services on the Platform, depending on the scope of the Platform Application and the registration by Lenzing. The Lenzing Services are provided for the term of the Contract. The Lenzing Services are inter alia provided by means of different Modules within the Platform. / 根据平台申请和注册的范围，兰精在平台上提供多种兰精服务。兰精服务在合同有效期内提供。兰精服务尤以平台中不同模块的形式提供。
- 8.2. It is in the sole discretion of Lenzing which Lenzing Services / Modules are enabled for the Partner. Thus, some Lenzing Services / Modules can be accessed by Partner directly after registration on the Platform; some Lenzing Services / Modules can only be accessed upon additional request by Partner hence they require prior approval by Lenzing. Some of the Lenzing Services / Modules will require specific duties of Partner and/or additional information of Partner and/or separate terms and conditions (hereinafter referred to as "Service Terms") will have to be accepted by Partner and a separate contract between the Parties will be concluded by using the Lenzing Service / Module. [Example: The Module "Lenzing Certification" requires inter alia additional information on value chain partners of

Partner and on some quality criteria of the product to be certified. The Partner further has to accept specific terms and conditions for Lenzing Certification (Service Terms) and has to send a sample of its product to Lenzing in order to get the product certified. By giving the required information and accepting the terms and conditions for Lenzing Certification a separate contract between the Parties will be concluded.] The specific processes for the access to and the use of Lenzing Services / Modules to be followed by Partner and a detailed description of the services will be provided on the Platform or in the Modules. / 兰精可自行决定合作方可使用哪些兰精服务或模块。因此，合作方可在注册后直接使用某些兰精服务或模块；某些兰精服务或模块需要通过额外申请，因此获得兰精批准后方可使用。某些兰精服务或模块需要合作方承担特定的义务和/或提供额外的信息和/或同意单独的条款和条件（下称“服务条款”）并与兰精签订单独的合同。【例如：模块“兰精认证”需要合作方价值链合作伙伴的额外资料以及请求认证的产品的质量标准的额外资料。为获兰精认证，合作方还需要接受有关兰精认证的单独的条款和条件（服务条款），并须把产品样品发给兰精。通过提交所需的额外资料并接受有关兰精认证的服务条款的方式，双方之间将缔结一个单独的合同。】合作方访问和使用兰精服务或模块的具体过程以及服务的详细说明将在平台或模块中提供。

8.3. However, Lenzing is under no obligation to grant any Lenzing Services or provide access to Modules. / 但是，兰精并没有义务授予兰精服务或提供模块访问权。

8.4. If these ToU are inconsistent with the Service Terms, the Service Terms shall prevail. Any contractual relationship between Partner and Lenzing concluded within specific Modules / by using specific Lenzing Services (e.g. by accepting the Service Terms for certain Lenzing Services / Modules is between Partner and Lenzing (see clause 3 for more details) / 若本使用条款与服务条款有任何抵触，须以服务条款为准。合作方与兰精之间关于任何兰精服务模块或在使用兰精服务过程中缔结的合同（例如接受某些兰精服务或模板的服务条款）将是双方之间的合同（详情请见第3条）。

9. Change of Lenzing Services / Modules / 兰精服务或模块的修改

Lenzing reserves the right to change the Lenzing Services / Modules and content of the Platform as well as the permissions of Partner / any Platform User within the Platform to the extent deemed necessary to protect its rights and fulfil its obligations towards the Partner. Lenzing shall consider Partner's overriding interests in doing so. / 兰精保留在平台上对兰精服务或模块、平台内容以及合作方和平台用户平台使用权限进行修改的权利，上述权利的行使

使以保护兰精权利和履行其对合作方义务之必要为限。在此类修改中，兰精应考虑合作方的重大利益。

10. Intellectual Property / 知识产权

- 10.1. Any information (including all marketing materials) provided by Lenzing on the Platform (hereinafter referred to as “Content”) and any databases as well as all goodwill and copyright, in and arising from the Content, vested therein or related thereto are the sole intellectual property of Lenzing, its affiliates or third parties providing the Content and services for the benefit of Lenzing. As long as not agreed on by the Parties in writing (in particular in contracts entered into within specific Modules) , nothing herein shall be deemed as granting any right or assigning the ownership to the Partner with respect to any intellectual property rights owned by the Lenzing or its licensors. The Partner is allowed to use the Content and services according to these ToU and the framework provided on the Platform and the Modules only. / 兰精在平台上提供的任何信息（包括所有营销材料）（以下简称“平台内容”）以及平台内容中的或与平台内容相关的任何数据库及所有的商誉和版权均专属于兰精、其关联公司或为兰精利益提供平台内容或服务的第三方的知识产权。若非双方以书面形式达成协议（特别是关于特定模块的合同），本使用条款中的任何规定均不应被认为是对合作方许可或向合作方转让任何兰精或其许可人所有的知识产权。合作方只可根据本使用条款及平台和模块中的框架使用平台内容和服务。
- 10.2. As far as Lenzing makes available to Partner – by whatever means and from whatever source – any copyright protected material of whatever nature, such as but not limited to texts, pictures, drawings or photographs (the “Copyright Material”), Lenzing grants Partner a limited non-exclusive, non-transferable and royalty-free license to reproduce, import, distribute, publicly display and perform such Copyright Material solely for purposes as determined by Lenzing on the Platform / Modules or the respective applicable Service Terms. Copyright Material shall never be amended by the Partner. The Partner shall, in exercising its rights under these ToU / the applicable Service Terms, comply with all applicable laws, regulations and codes of practice and the Partner shall promptly provide Lenzing with copies of all communications, relating to the Copyright Material, with any regulatory, industry or other authority. In case Partner uses any marketing claims of Lenzing, Licensee shall only use claims as approved in writing by Lenzing or as stated in the respective applicable Service Terms / Branding Guidelines. Licensee shall procure that every Copyright Material is marked with a notice in the following terms, unless otherwise specified by Lenzing in writing: “© Copyright Lenzing AG”. / 对以任何方式和来自于任何来源的由兰精提供给合作方的受版权保护的材料，包括但不限于文字、图片、图纸或照片（下称“版权材料”），兰精授予合作方一

个有限、非排他、不可转让、免费的许可，允许合作方仅为兰精在平台或模块中确定的目的或由相关服务条款确定的目的而复制、进口、传播、公开展览及表演此类版权材料。合作方不得改编版权材料。合作方在根据本使用条款和相关服务条款行使权利时，应遵守所有适用的法律、法规和业务守则，并且合作方应及时向兰精提供与版权材料有关的所有与任何监管机构、行业管理机构和其他有权机关通信的副本。如合作方使用兰精的任何市场宣传，被许可方应仅使用经兰精书面批准的宣传内容，或者仅按照相关服务条款或品牌指引的规定使用兰精市场宣传。除非兰精另有书面规定，否则被许可方应在每个版权材料都加注后述版权标注：“© Copyright Lenzing AG”。

- 10.3. The Partner will not take any action which might prejudice or adversely affect Lenzing's title to any intellectual property right with respect to the Content or which may invalidate any registration of the same, nor will the Partner itself seek to acquire ownership or rights in or to the same, or any similar intellectual property rights. / 合作方不得实施任何可能损害兰精就与平台内容相关的任何知识产权的权属的行为、或对前述知识产权的权属产生负面影响的行为，不得实施可能使前述知识产权登记无效的行为，亦不得寻求获取该等知识产权或近似的知识产权中的所有权或权利。

11. Scope of Use / 使用范围

- 11.1. Partner rights are limited to the access to the Platform and to the use of the Lenzing Services / Modules provided thereon, regulated by these ToU or the respective applicable Service Terms. / 合作方的权利仅限于在本使用条款或相关的服务条款规定的范围内访问平台和使用兰精服务或模块。
- 11.2. Partner is responsible for the provision of the technical means necessary to access and use the Platform in a secure manner. Lenzing is under no obligation to consult with the Partner or advice the Partner in this regard. / 合作方负责采取以安全方式访问和使用平台的必要技术手段。兰精没有义务就此问题向合作方提供咨询或建议。

12. Provision of content by the Partner / 合作方提供的内容

- 12.1. The Platform provides services for the Partner, where documents such as applications, evidence, information or data (hereinafter referred to as "Partner Documents") can be uploaded to the Platform. By uploading Partner Documents, Partner makes this information available to Lenzing (and in case of respective settings in a Multi User Account (see clause

2.4.2.c above) to other Multi Users within the Multi User Account). / 平台为合作方提供服务，合作方可以将文件如申请、证据、信息或数据（下称“合作方文件”）上传到平台。通过上传合作方文件，合作方将这些信息提供给兰精（如一个多用户账户中有多个普通用户（见上文第 2.4.2 条 c 款），则同时也提供给该多用户账户中的其他普通用户）。

- 12.2. By uploading Partner Documents on the Platform, the Partner grants Lenzing the royalty free right to process, use and amend the Partner Documents and the information provided therein. The Partner represents and warrants that it is the sole and unrestricted owner of the Partner Documents and their content, that the use of the Partner Documents and their content as envisaged by the ToU or any other contract concluded between the Parties does not violate any third party intellectual property rights whatsoever, that any upload is free of any viruses or other kind of malicious software and that the upload does not trigger any damages whatsoever for Lenzing. The Partner shall indemnify and hold Lenzing, and its directors, officers, agents and employees, harmless on written demand in respect of all losses, damages, fines, penalties, costs, expenses or other liabilities (including legal and professional fees) incurred by or awarded against them in connection with Lenzing's possession or use of the Partner Documents and their content. / 合作方通过在平台上上传合作方文件，授予兰精以免费的方式处理、使用和修订合作方文件以及其中提供的信息。合作方声明并保证其是合作方文件及文件内容的唯一且不受限制的所有权人，兰精按照本使用条款或双方达成的任何其他合同使用合作方文件及其内容时不侵犯任何第三方的知识产权，任何上传的文件均不含任何病毒或其他类型的恶意软件并且上传行为不会触发对兰精的任何损害赔偿。合作方应对兰精、兰精的董事、管理人员、代理人、员工因兰精占有和使用合作方文件及文件内容而产生或裁决的一切损失、损害赔偿、罚款、罚金、费用或其它责任（包括律师费和专业服务费用）在其提出书面要求时对其作出赔偿并使其免受损害。
- 12.3. Lenzing shall be allowed but not obliged to keep copies of the information and documents provided by the Partner in order to fulfil its post-contractual obligations as well as the minimum storage duration required by the laws of Austria even after termination of the Contract or any other contract concluded between the Parties. / 在合同或双方之间缔结的任何其他合同终止后，兰精仍有权但无义务保留合作方提供的信息和文件的副本，以履行后合同义务及满足奥地利法律规定的最短存储期限。
- 12.4. Lenzing shall be allowed to disclose the information and documents provided by the Partner to local courts and other authorities if so required by applicable mandatory law or order of courts and other authorities. Lenzing shall not be liable for such disclosure. / 如果应适用的

强制性法律的规定或法院命令及其他有权机关要求，合作方允许兰精向当地法院或其他有权机关披露合作方提供的信息或文件。兰精不因此承担任何责任。

13. Blockage of the Account / 冻结账户

- 13.1. Lenzing reserves the right to temporarily or permanently block the Account if there are indications that the Partner has been infringing or infringes the ToU or any other contractual obligations between the Parties (e.g. any Service Terms) or Lenzing has any other legitimate reasons to block the Account. When blocking the Account, Lenzing will take Partner's overriding interests into account. / 如果有迹象显示合作方过去或现在违反了本使用条款或双方之间的任何其他合同义务（如：任何服务条款），或兰精有任何其他合法理由需冻结账户，兰精有权暂时或永久冻结账户。在冻结账户时，兰精会考虑合作方的重大利益。
- 13.2. In case of temporary or permanent blockage of the Platform Account, every Platform User account is blocked as well automatically. Lenzing also reserves the right to temporarily or permanently block one or more Platform Users. However, the blockage of a Platform User accounts has no effect on the validity of the Platform Account or other Platform Users. However the blockage of the access of the Authorized Signatory Contact leads to blockage of the Platform Account including any Platform User account. / 暂时或永久冻结平台账户会同自动冻结每个平台用户账户。兰精亦保留暂时或永久冻结一个或多个平台用户账户的权利。但是，冻结平台用户账户不会影响平台账户的有效性或其他平台用户。然而，冻结授权签字联系人的访问权限会导致所有相关的平台账户的冻结，包括任何平台用户账户。
- 13.3. Termination of the Contract (see clause 7.) leads to an automatic blockage of the Platform Account including any Platform User account. / 本合同终止（请见以上第7条）会导致平台账户（包括账户中的所有平台用户账户）自动冻结。

14. Data Protection / 数据保护

- 14.1. Lenzing Aktiengesellschaft, Werkstraße 2, 4860 Lenzing, Austria, jointly with their affiliates, which also grant licenses for the use of Lenzing Brands (these are currently Lenzing Fibers (Hong Kong) Limited and Lenzing Singapore PTE Ltd.; for more information about these companies, please see under 14.5), as joint controllers and companies responsible for the processing of personal data of Partners and Platform Users via the Platform ("Joint Controllers"), shall fulfil all requirements regarding the protection of personal data, deriving from Austrian, European and any other law, if applicable to a Joint Controller. Consequently, joint Controllers have entered into a Joint Controller agreement according to article 26 GDPR.

According to this agreement, responsibility over the processing of personal data has the Joint Controller, which has concluded the Contract with Partner according to these ToU or any applicable Service Terms for a Lenzing Service requested by Partner. Nevertheless, Joint Controllers will assist each other in securing Partners and Platform Users' rights and compliance of each Joint Controller's obligations under applicable data protection law; in addition, all requests in relation to the protection of personal data may be directed to the addresses stated under Section 14.12. For purposes of this Section 14, "Lenzing" refers to the respective Joint Controller responsible for the processing of personal data according to this Section. For all Partners located within the European Economic Area (and Platform Users acting for such Partner), this – in any case – is Lenzing Aktiengesellschaft. / Lenzing Aktiengesellschaft, Werkstraße 2, 4860 Lenzing, Austria, 连同其关联公司(该等公司也可以授予使用兰精品牌的许可,而目前可以授予许可的关联公司包括 Lenzing Fibers (Hong Kong) Limited 及 Lenzing Singapore PTE Ltd.; 关于这些公司的信息见第 14.5 条),作为负责通过平台处理合作方和平台用户的个人信息的共同控制人和公司("共同控制人"),应满足奥地利、欧洲和任何其他法律规定的适用于任一共同控制人的所有个人信息保护要求。因此,所有共同控制人按照《一般资料保护规例》第 26 条的规定签订了共同控制人协议。根据该协议,据本使用条款或任何适用于合作方所要求的兰精服务的服务条款而与合作方根签订合同的共同控制人应负责处理个人信息。不过,所有共同控制人应互相协助保障合作方和平台用户的权利并确保每一共同控制人能够履行适用信息保护法律所规定的义务。此外,所有关于保护个人信息的要求可以发送到第 14.12 条所列地址。本第 14 条中的"兰精"是指根据本条规定负责处理个人信息的各共同控制人。对位于欧洲经济区的合作方(及代表该等合作方的平台用户)而言,"兰精"在任何情况下都是指 Lenzing Aktiengesellschaft。

- 14.2. All personal data provided by Partner shall be collected for specific, explicit and legitimate purposes defined in the Contract and not further processed in a way incompatible with those purposes. Partner agrees and understands that Lenzing may collect, process, store and transmit Partner's personal data for those purposes and in the methods defined in the Contract. Lenzing will treat Partner's personal data, according to the Austrian Data Protection Act, confidential and will not pass any information on to third parties not mentioned within the present Section, or without respective permission of the Partner, or if so required under mandatory law, or by order of any court of competent jurisdiction, or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction. / 合作方提供的所有个人信息应是为合同规定的具体、明确和合法目的收集,不得以与上述目的不符的方式进一步处理个人信息。合作方同意及明白兰精为前述目的按合同规定方式收集、处理、保存和传输合作方个人信息。兰精将按照奥地利数据保护法的规定,对个人信息保密,除非合

作方许可、或为遵守强制性法律要求，或为遵守有管辖权的法院或者任何监管、司法、政府或类似机构或税务机关的命令，否则兰精不会将任何个人信息传递给本条未有提及的第三方。

14.3. The nature and purpose of the Platform is to verify whether the criteria for Product Licensing / Swing Tickets or Lenzing Certification have been met upon request of the registered or designated company (“Partner”) as well as based on consent of the Partner to advertise for Lenzing products and to advertise with the company name of Partners which process or sell Lenzing products. Therefore, the legal basis for the processing of personal data is article 6 para 1 lit b GDPR (in case applicable). / 本平台的性质及目的是为了验证已注册或指定公司 (“合作方”)是否符合所要求获得的产品品牌使用许可/吊牌或兰精认证的标准，并且是基于合作方同意对兰精产品进行推广以及在进行推广时使用处理或销售兰精产品的合作方的公司名称。因此，处理个人信息的法律基础是《一般资料保护规例》第 6 条第 1 段第 b 项(如适用)。

14.4. For the aforementioned purposes Lenzing collects and processes the following data of the Partner and/or Platform User: / 根据上述目的,兰精会收集并处理合作方和/或平台用户的如下信息:

- Password / 密码
- Salutation / 称谓
- Name / 姓名
- Contact details (phone, facsimile, email) /联系信息(电话,传真,电子邮件)
- Position in Partner / 在合作方的任职职位
- Details on Partner (name, ID, email, website, phone, facsimile, address, classification of position (e.g. spinner, converter, retailer)) /合作方的细节(姓名,身份证件,电子邮件,网站,电话,传真,地址,职位的类别(例如,纺纱厂,批发商,零售商))
- Details on Product License / Swing Ticket or Lenzing Certification request by Partner (e.g. product specification, information on the value chain of Partner certification number, end use of product, brand use). / 有关产品许可/吊牌或兰精认证对合作方要求的细节(例如产品规格·合作方认证编号的价值链信息·产品最终用途·品牌使用)。

14.5. These data may be accessed by the following categories of recipients: / 以下类别接收人可能接触上述信息:

- employees of Lenzing working in the following departments: IT-, marketing and sales, research, innovation and development, quality assurance, controlling, legal, and brand management, technical customer service. / 兰精下述部门的员工: IT、市场推广及销售、研究、创新及发展、品质保证、管控、法律、品牌管理、客户技术服务。
- Employees of the following affiliated companies of Lenzing (the most current overview of Lenzing-affiliates can also be found at <https://www.lenzing.com/lenzing-group/locations/>): / 兰精关联公司的员工 (最新兰精关联公司名单见 <https://www.lenzing.com/lenzing-group/locations/>): Lenzing Technik GmbH, Werkstraße 2., 4860 Lenzing, AUSTRIA; BZL – Bildungszentrum Lenzing GmbH, Werkstraße 2, 4860 Lenzing, AUSTRIA; RVL Reststoffverwertung Lenzing GmbH, Werkstraße 4860 Lenzing, AUSTRIA; Pulp Trading GmbH, Werkstraße 2, 4860 Lenzing, AUSTRIA; Lenzing Fibers GmbH, Industriegelände 1, 7561 Heiligenkreuz, AUSTRIA; Lenzing (Nanjing) Fibers Co., Ltd., No.1 Kangqiang Road, Hongshan Fine Chemical Industry Park, Guabu, Luhe District, Nanjing 211511, Jiangsu, CHINA 兰精(南京)纤维有限公司·中国江苏省南京市六合区瓜埠镇红山精细化工园康强路 1 号, 邮编 211511; Lenzing Fibers (Shanghai) Co., Ltd., 968 Beijing West Road, Garden Square, Unit 06-08, Floor 15th, 200041 Shanghai, CHINA 兰精纤维(上海)有限公司·中国上海市北京西路 968 号嘉地中心 15 楼 06~08 单元·邮编 200041; Boicel Paskov a.s., Zahradnis 762, 73921 Paskov, CZECH REPUBLIC; Lenzing Fibers (Hong Kong) Limited, Units 804-806, 8th Floor, Lu Plaza, 2 Wing Yip Street, Kwun Tong, Kowloon, Hong Kong, HONG KONG; Lenzing Modi Fibers India Pvt. Ltd., 17th Floor, Ambience Court, Opp. RTO office, Sector 19D, Vashi, Navi Mumbai 400 705, Maharashtra, INDIA Lenzing AG - India Branch Office, 1st Floor, Rajnarayan Towers, 70, Race Course, Coimbatore - 641 018, INDIA; PT. South Pacific Viscose, Desa Cicadas, Purwakarta 41101, West Java, Indonesia, P.O.Box 11 PWK, INDONESIA; Lenzing Korea Yuhan Hoesa, Changeun Building 19th Floor, 2 Wiryeseong-daero, Bangyi- dong, 05544 Seoul, REPUBLIC OF KOREA; Lenzing Singapore PTE Ltd., 51 Brash Basah Road #02-02/03; Manulife Centre, 189554 Singapore, SINGAPORE; Lenzing (Thailand) Co., Ltd., No. 63, Athenee Tower, 23rd Floor, Suite 57, Wireless Rd., 10220 Lumpini, Pathumwan, Bangkok, THAILAND; Lenzing Elyaf A.S., Levent Mahallesi Ebulula Mardin Caddesi, Maya Meridien Plaza, No: 16, Kat: 9, Ofis no: 25, 34335 Akatlar, Besiktas, Istanbul, TURKEY; Lenzing Fibers Grimsby Ltd., Energy Park Way, Grimsby DN31 2TT, UNITED KINGDOM; Lenzing Fibers Inc., 12950 Highway 43 N, Axis, AL 36505, USA;

- External business partners of Lenzing. / 兰精的外间商业合作伙伴。

- 14.6. Access is necessary for these employees and external business partners for purposes of fulfilling their business and contractual duties, in particular for examining the legitimacy of the Partner's requests, creating reports in relation to various analyses of the use of our E-Branding-Service or giving us strategic advice on how to market our products and services within a particular market. As far as personal data is accessed by Lenzing affiliates or business partners in third countries, which do not provide an adequate level for data protection, Lenzing has taken appropriate safeguards and contractual obligations to ensure appropriate data protection, if required under applicable data protection law. / 上述员工及外间商业合作伙伴须接触有关信息以履行各自的商业和合约义务，特别是查核合作方的要求是否正当、制作有关使用电子品牌服务的各种分析报告或为如何在特定市场推广我们的产品和服务提供策略性意见。如果兰精关联公司或商业伙伴在不提供足够信息保护的另一国家接触个人信息，兰精已经作出适当的保障措施和订定合同义务以确保信息得到适当的保护。
- 14.7. Exceeding the data processing required for fulfilling the Contract or any other contract concluded between the Parties, Lenzing will use personal data solely for purposes agreed to by Partner or Platform User by means of a separate declaration. Such consent to data processing can be withdrawn without grounds by e-mail at any time. Such withdrawal of consent does never harm the legitimacy of the processing of personal data until withdrawal was received by Lenzing. / 除履行合同或双方缔结的其他合同要求的信息处理外，兰精将仅为合作方或平台用户以单独声明方式另行约定的目的使用个人信息。对个人信息处理的此类同意可以在任何时候通过电子邮件无理由撤回。除非兰精收到该等撤回，否则该等撤回不影响处理个人信息的合法性。
- 14.8. In addition data accessed by SAP Österreich GmbH and its affiliates and sub processors located all around the globe, which provide us with technical infrastructure and support to run and operate the E-Branding Portal SAP Österreich GmbH has contractual safeguards in place, which ensure that the personal data are adequately protected even if they are accessed from places outside the European Economic Area. A complete list of SAP affiliates and sub processors, which might have access to the personal data, can be obtained on request via e-mail or postal mail to the addresses provided for under Section 14.11. below. Lenzing AG has ensured by contractual terms that SAP Österreich GmbH will store personal data within the European Economic Area, only. / 此外,负责向我们提供操作电子品牌服务门户网站所需的技术基础设施及支援的 SAP Österreich GmbH 及其在全球的关联公司和分处理中心也可能接触个人信息。SAP Österreich GmbH 有合同义务保证即使个人信息从欧洲经济

区以外的地区访问也能受到充分的保护。所有可能访问个人信息的 SAP Österreich GmbH 的关联公司和分处理中心的名单可以通过向第 14.8 条中的地址发送电子邮件或发函请求获得。兰精通过合同条款要求 SAP Österreich GmbH 保证仅在欧洲经济区内存储个人数据。

- 14.9. Lenzing will store the personal data for no longer than necessary for the purposes the data have been collected. This might be for the period of the certification procedure, the period for which the certification or other Service was granted to or consumed by Partner, the period of (potential) legal claims and procedures arising out of the contract (e.g. violations of these ToU or any Service Terms) as well as for compliance with applicable statutory retention periods. / 兰精在不超过个人信息收集目的所必要的时间范围内保存个人信息。保存期限可以是认证程序期限、授予合作方的认证期限或合作方使用其他服务的期限、因合同而引起的(潜在)法律申索及程序的期限(例如, 违反本条款或任何服务条款的行为)以及为符合适用的法定保存期限。
- 14.10. Any Platform User have the right to request access to and rectification or erasure of the personal data, the right of restriction of processing concerning his or her personal data, the right to object to their processing as well as the right to data portability. In addition, any Platform User have the right to lodge a complaint with a competent supervisory authority (in Austria; the Data Protection Authority). / 任何平台用户都有访问, 更正或删除个人信息, 限制对其个人信息的处理, 拒绝对其个人信息的处理的权利以及数据可携权。此外, 任何平台用户均有权向主管监管机构(在奥地利;数据保护局)提出投诉。
- 14.11. All questions and requests in relation to the processing of personal data can be directed by e-mail to privacydata@lenzing.com or by postal mail to Lenzing Aktiengesellschaft, Werkstraße 2, 4860 Lenzing, Austria. Please send such questions and requests and the subject matter "privacy data protection" for the ease of handling your message. / 所有关于处理个人信息的问题和要求都可以直接发送电子邮件到 privacydata@lenzing.com 或邮寄到 Lenzing Aktiengesellschaft, Werkstraße 2, 4860 Lenzing, Austria。请以“隐私信息保护”为标题发送问题和要求, 以方便处理。
- 14.12. The Partner, Admin and Authorized Signatory Contact warrant that Multi Users have consented to the use of Multi User Mail Address for purposes of delivery of an e-mail for E-Mail Verification. / 合作方、管理员和授权签字联系人保证普通用户同意使用普通用户邮箱地址接收进行邮件验证的电子邮件。

15. SAP Web Analytics

- 15.1. On the Platform, Lenzing uses a web analysis service (SAP Web Analytics) of SAP Oesterreich GmbH. SAP Web Analytics is a service which helps Lenzing to identify meaningful data patterns from the Platform. When entering the Platform, Lenzing may collect the way Platform Users are accessing and using the Platform by other means in order to prepare usage profiles that are used to determine which content is the most appropriate to be displayed while they use the Platform. The purpose of this processing of personal data is in particular to determine and evaluate information on the origin and entry point of Platform Users, the used devices and browsers, the frequency of visitors to the pages and the frequency with which the pages are interrupted. This shall help to continuously improve the Platform and to be able to make strategic decisions for its extensions. In addition, problem analyses can be created on the basis of the collected data and critical improvements that can drive cost savings. / 在平台, 兰精使用 SAP Oesterreich GmbH 的网络分析服务(SAP Web Analytics)。SAP Web Analytics 帮助兰精从平台识别有意义的信息模式。进入平台时, 兰精会收集平台用户以其他方式进入及使用平台的方式, 从而制作使用情况概览, 以确定平台用户使用平台时最适合显示的内容。上述处理个人信息的目的是为确定和评核关于平台用户来自那一国家/地区及其进入点, 使用的装置和浏览器, 网页访问频率及网页被中断频率的信息, 从而帮助平台不断改进及帮助兰精为扩展平台作出策略性决定。此外, 收集的信息可以作为分析问题的基础及用以作出重要改善, 以节省成本。
- 15.2. Lenzing will only use personal data as further detailed below solely after the Platform User have given their prior consent into the respective processing operations. Therefore, the legal basis for the processing of personal data collected through SAP Web Analytics is article 6 para 1 lit a GDPT (if applicable). Nevertheless, the Platform User has the right to withdraw his consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal. The consent can be withdrawn without grounds by e-mail to Lenzing at any time. Section 14.11 applies. / 平台用户事先就有关信息处理给予同意后, 兰精才会使用下述的个人信息。因此, 处理个人信息的法律基础是《一般资料保护规例》第 6 条第 1 段第 b 项(如适用)。不过, 平台用户有权在任何时间撤回同意, 不影响在撤回前基于同意而进行的信息处理的合法性。此类同意可以在任何时候通过电子邮件撤回, 无须给予理由。第 14.11 条适用。
- 15.3. In order to achieve the aforementioned purposes, the following categories of personal data concerning the Platform Users of the Platform are processed by Lenzing, where indicated: visits, visit duration, number of visitors, identified visitors, new/returning/repeat visitors, return frequency, page views, referrer page views, entry/exit page, bounce rate, visit origin, client

language, browsers, browser version, device types, operating systems, outbound link, social page views and visitors/page views/top countries by region/country. / 为达到上述目的, 兰精处理的平台用户个人信息包括以下类别: 访问量、访问时间长度、访客量、特定访客、新访客/回流访客/重复访客、回流频率、网页浏览量、推荐者网页浏览量、进入/离开网页、退回率、访问来源、客户语言、浏览器、浏览器版本、装置种类、操作系统、对外连结、社交网络页面浏览量,以及按地区/国家排列的访客量/网页浏览量/最高数字国家。

- 15.4. The personal data is stored for a period of three years from each visit of the platform. Personal data necessary for the assertion, exercise or defense of legal claims may also be retained in the event of a dispute until the matter has been finally resolved. If the processing purpose no longer applies or if the storage period expires, the personal data will be routinely deleted or anonymized so that the personal data can no longer be attributed to a natural person. / 个人信息会自每次访问平台起保存三年。如有纠纷, 需要用以主张或行使法律申索或就法律申索作出抗辩的个人信息会保存至纠纷得以最终解决为止。如处理信息的目的不再适用或保存信息的期限已过, 个人信息便会被删除或被隐去相关信息以致有关个人信息不再指向某一自然人。
- 15.5. For running the web analysis service, SAP Oesterreich GmbH uses the sub-processor Amazon Web Services, Inc (“Amazon”). Hence, even if SAP Oesterreich GmbH has promised storage of analytics data in Europe (Frankfurt), a transfer of personal data to affiliates and sub-processors of Amazon located all around the globe cannot be excluded. Such transfer of personal data to a third countries would take place under the rules and guarantees of the EU.-U.S. Privacy Shield. The appropriate safeguards for the data transfer stipulated by the EU-U.S. Privacy Shield Framework have been made available under <https://www.privacyshield.gov/participant?id=a2zt0000000TOWQAA4&status=Active>. In addition and in relation to the processing of data by SAP Oesterreich GmbH, Section 14.8 applies respectively. / 为提供网络分析服务, SAP Oesterreich GmbH 使用分包商 Amazon Web Services, Inc (“Amazon”)。因此, 即使 SAP Oesterreich GmbH 承诺在欧洲(法兰克福)保存分析数据, 个人信息也可能会被传输到 Amazon 位于世界各地的关联公司或分包商。该等传输个人信息至第三方国家的行为会在《欧盟-美国隐私护盾》(EU.-U.S. Privacy Shield)的规定和保证下进行。《欧盟-美国隐私护盾框架》(EU.-U.S. Privacy Shield Framework) 为个人信息传输所订的适合保障措施, 见 <https://www.privacyshield.gov/participant?id=a2zt0000000TOWQAA4&status=Active>。此外, 关于 SAP Oesterreich GmbH 处理个人信息的行为, 第 14.8 条适用。

16. Warranty and Liability / 保证和责任

- 16.1. The Platform, any Lenzing Services and the Content are provided on an “as is” basis. As far as permitted by applicable law, Lenzing excludes any warranties in this context. / 平台、任何兰精服务和平台内容是按现状提供的。在适用法律允许的限度内，兰精在此排除任何保证。
- 16.2. Lenzing does not guarantee permanent access to the Platform or to any Lenzing Services / Modules. The access might be restricted due to several reasons such as, but not limited to maintenance work, legal restrictions in the respective jurisdictions, hard- and software malfunctioning, technical issues with the data transfer, interruption of the power supply etc. / 兰精不保证用户可以永久性访问平台或任何兰精服务/模块。对平台、兰精服务/模块的访问可能因以下原因而受限，包括但不限于维修或维护、相关司法管辖区的法律限制、硬件和软件故障，数据传输的技术问题、电源中断等。
- 16.3. **As far as permitted by applicable law, Lenzing shall not under any circumstances be liable to the Partner for any indirect, consequential, special, punitive or incidental damages, loss of use of property, loss of profit or revenue, loss of business reputation, diminution in value or damages based on multiple of earnings or discounted cash flow or any other comparable method of valuation resulting or arising from the ToU, the privacy data declaration or any other contract, any performance or non-performance of the ToU, the privacy data declaration or any other contract, termination of the ToU, the privacy data declaration or any other contract or blockage of the Account or any Platform User account, irrespective whether such damages or other relief are sought based on breach of warranty, breach of contract, negligence, or any other statutory or contractual basis.** / 在适用的法律允许的限度内，兰精在任何情况下均无需就因本使用条款、隐私数据声明或任何其他合同、对本使用条款、隐私数据声明或任何其他合同的任何履行或不履行、本使用条款、隐私数据声明或任何其他合同的终止或账户或任何平台用户账户冻结而产生的任何间接、后果性、特殊、惩罚性或附带损害赔偿、财产使用权丧失、利润或收益损失、商誉损失、减值减损或基于市盈率或贴现现金流或任何其他类似估值方法计算的损害赔偿向合作方承担责任，不论此种损害赔偿或其它救济是否是基于违反保证、违约、过失或任何其他法律规定或合同约定。

17. Communication / 通讯

- 17.1. As long as the Contract does not specify otherwise, notices, requests, claims, demands and other communications to the attention of Lenzing regarding the Contract / the ToU and the

Platform have to be in writing via e-mail to the e-mail address provided by Lenzing on the Platform. All binding communication from Lenzing to the Partner shall be made via e-mail to the Single User Mail Address (Single User Account) or ASC Mail Address (Multi User Account) as long as the Contract does not specify otherwise. / 除合同另有约定，任何发送给兰精的关于合同/本使用条款和平台的通知、请求、索赔、要求和其他通讯必须以书面形式通过电子邮件发送到兰精在平台上提供的电子邮箱地址。除合同另有约定，兰精发送给合作方的所有有约束力的通信应通过向独立用户邮箱地址（单用户账户）或联系人邮箱地址（多用户账户）发送邮件进行。

- 17.2. Communication regarding Lenzing Services or certain Modules have to be in writing via e-mail to the e-mail address provided by Lenzing in the Lenzing Services / Modules, as long as the specific applicable Service Terms do not state otherwise. All binding communication from Lenzing to the Partner with regard to the Lenzing Services / Modules and the contracts within specific Lenzing Services / Modules shall be made via e-mail to the e-mail address of the respective Platform User using the Lenzing Service / Modules (e.g. to the e-mail address of the Platform User applying for a Brand License) or as specified otherwise in the respective applicable Service Terms. / 除相关服务条款另有约定，关于兰精服务或特定模块的通讯必须以书面形式通过电子邮件发送到兰精在兰精服务/模块中提供的电子邮箱地址。兰精发送给合作方的有关兰精服务/模块的有约束力的所有通讯以及兰精服务/模块的专项合同应通过电子邮件向使用兰精服务/模块的平台账户的电子邮箱地址（如平台用户申请品牌许可的电子邮箱地址）或按照相关服务条款中的约定进行通讯。
- 17.3. The way a contract within a specific Lenzing Service / Module is concluded depends on the function of the Lenzing Service / Module and type of the contract and is regulated in the Platform Module and/or the respective applicable Service Terms. Lenzing uses digital signatures. All documents which have to be signed by Lenzing will be signed by electronic means. All documents that has to be signed by Partner in writing due to applicable law or these ToU shall be signed electronically or printed out and signed by hand if the means for a secure electronical signature are not available to the Partner. / 兰精服务/模块的专项合同的缔结方式取决于兰精服务/模块的功能和合同类型，并受平台模块和/或相关服务条款的约束。兰精使用电子签名。所有需要由兰精签署的文件将以电子签名方式签署。所有根据适用的法律需要合作方书面签署的文件或本使用条款应以电子签名方式签署，或若合作方不能使用安全电子签名，应打印该等文件并手签文件。
- 17.4. If sent by e-mail and the report generated by the sender's server shows that the e-mail was properly delivered to the recipient mailbox, on the date of dispatch noted on such report, the

e-mail is regarded as delivered. / 如果通过电子邮件发送，并且发件人服务器生成的报告显示电子邮件已正确传送到收件人邮箱，该电子邮件视为已在报告上注明的送达日期送达。

18. Applicable Law and Disputes / 适用的法律和争议解决

- 18.1. The Contract, the ToU and any contractual or non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of Austria without regard to any conflict of law rules under Austrian private international law. / 合同、本使用条款及任何因之产生或与之相关的合同或非合同义务适用奥地利法律，并应根据奥地利法律进行解释，但不适用奥地利国际私法中的任何冲突规则。
- 18.2. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Contract. All disputes, controversies or claims arising out of or in connection with the Contract, which cannot be amicably resolved, shall be submitted to WIPO Arbitration and Mediation Center according to the WIPO Arbitration Rules. The arbitration panel shall consist of three arbitrators. The place of the arbitral proceedings shall be Switzerland. The English language shall be used in the arbitral proceedings. The dispute shall be solved upon application of Austrian law. Notwithstanding the foregoing provisions, Lenzing may request any judicial authority or other authority in any country to order any provisional or conservatory measures including but not limited to pre-award attachment, injunction or similar remedy for the preservation of Lenzing's rights and interests. / 双方应真诚地尽最大努力及时解决由于合同引起或与合同有关的任何争议。所有由于合同引起或与合同有关的、无法通过友好协商解决的纠纷、争议或赔偿请求则应根据世界知识产权组织仲裁规则提交世界知识产权组织仲裁与调解中心。仲裁小组将由三名仲裁员组成。仲裁地为瑞士。仲裁程序使用英文。所有纠纷将适用奥地利法律。尽管有上述规定，兰精可以申请任何国家的司法机关或其他主管机关采取临时措施或保全措施，包括但不限于申请诉前保全、禁令或类似救济以保全兰精的权益。

19. Miscellaneous / 其他条款

- 19.1. No variation of these ToU shall be valid unless confirmed by the Lenzing in writing. / 除非兰精以书面方式确认，否则对本使用条款的变更不生效力。
- 19.2. The failure to exercise or any delay in exercising a right or remedy provided by these ToU or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these ToU or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. /

未能行使或迟延履行本使用条款规定或法律赋予的权利或救济不构成放弃此种权利或救济或放弃其他权利或救济。一次或部分行使本使用条款规定或法律赋予的权利或救济不代表无法继续行使该权利或救济或者行使其他的权利或救济。

- 19.3. If any provision of the ToU is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the ToU, but without such invalidating any of the remaining provisions of the ToU. Parties shall then use all reasonable endeavors to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision. / 如果本使用条款中有任何条款被认定为无效或不能强制履行，那么该等无效或不能强制履行条款应为无效且应视为不再是本使用条款的一部分，但本使用条款其余条款的效力不因此受影响。双方应采取一切合理努力以尽可能近似的有效且可强制履行条款替代无效或不能强制履行条款。
- 19.4. The Contract and the rights thereunder shall not be assignable or transferable by either Party without the prior written consent of the other Party. / 未经另一方事先书面同意，一方不得转让合同及合同项下的权利。
- 19.5. No provision of these ToU creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose. A Party has no authority or power to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose solely by virtue of these ToU. / 本使用条款不在兰精和合作方之间创设为任何目的的合作或代理关系。一方无权仅基于本使用条款以另一方名义订立合同，或以任何方式或为任何目的为另一方创设义务。
- 19.6. The headings used in these ToU are for purposes of ease of reference only and in no event or respect shall the substance of any provision in these ToU be interpreted or controlled by any such headings. / 本使用条款中的标题仅为方便指代，本使用条款中的条款在任何情况下不应根据标题解释或受标题影响。
- 19.7. The Contract constitutes the entire agreement between the Parties and supersedes any previous agreements between the Parties relating to the subject matter of the Contract. / 本使用条款系双方间完整协议，并取代双方之前所有与合同标的相关的其他合同。
- 19.8. The Parties acknowledge that there have been no warranties, representations, covenants or understandings made by either Party to the other except those expressly set forth in the

Contract. / 双方明知且同意，除合同中明确约定的外，一方没有为另一方作出保证、声明、承诺或谅解协议。

- 19.9. The Contract is executed in English only. The Chinese translation of the Contract is not binding and enforceable. For any inconsistency, the English language shall prevail. / 合同仅以英文签订，中文翻译不具有约束力且不可强制执行。如果中英文本有任何不一致，以英文合同为准。