

Terms of Business – eCommerce

商务条款 - 电子商务

1 NexIP 关于蔚知

These Terms (“**Terms**”) set forth all technology-based intellectual property services undertaken by Guangzhou NexIP Technology Company Limited (“**NexIP**”, “**we**”, “**us**”, or “**our**”) for the legal person (“**you**”, “**your**”, or “**yours**”) ordering our services via stores at e-commerce platforms and applets and websites owned by us or operated in our name (“**Sites**”).

广州蔚知科技有限公司（“蔚知”、“我们”、“我们的”）通过我们拥有或以我们的名义运营的电子商务平台、小程序及网站（以下简称“网站”）提供技术性知识产权服务。本条款（以下简称“条款”）适用于所有订购我们上述服务的法人（“您”、“您的”）。

2 Acceptance 接受条款

2.1 These Terms supersede any previous terms of business.
本条款取代先前的全部商务条款。

2.2 NexIP will inform you of any updates to these Terms. If a provision in any terms of business or terms of use in connection with a particular service offered by us conflicts with these Terms, the provisions in these Terms apply unless expressly excluded. Any variations of these Terms are only effective if approved in writing by NexIP.

本条款更新时蔚知将会通知您。若本条款与我们提供的特定服务的相关商务条款或使用条款中的规定有所冲突，除非明确排除适用本条款，否则均适用本条款。经蔚知书面许可方可变更本条款。

2.3 These Terms (with any agreed variations) along with any relevant terms of use are the entire agreement between us in relation to each matter in connection which our service is validly ordered. 本条款（及经过同意的变更）以及相关使用条款构成您与我们之间的完整协议，适用于与您有效订购的我们的服务相关的每项事宜。

2.4 Your valid order for our services in connection with a matter on the Sites shall be taken as confirming your acceptance of the latest version of our Terms notified to you from time to time. An order shall become valid only upon your payment for our service in connection with a specific matter on the Sites.

一旦您在我们网站上就某事项的相关服务下达了一份订单并生效，即视为您确认接受本条款的最新版本，我们将不定时通知您本条款的最新版本。只有当您为我们网站上有关特定事项的服务成功付款后，订单方才生效。

2.5 You agree that these Terms apply to any of your holding, subsidiary or associated companies for whom we may act whether we receive valid orders directly or through you.
您同意本条款适用于您的控股公司、子公司或关联公司，无论我们通过您还是直接从前述公司处收到有效订单，我们都可为其行事。

2.6 If we transfer all or any part of our business to another entity or entities or merge all or any part of our business with another entity or entities, our agreement with you will not end by reason of the transfer or merger.
若我们将我们的全部或任何部分业务转让给另一个或多个实体，或是将我们的全部或任何部分业务与另一个或多个实体合并，我们与您的协议不会因此转让或合并而终止。

3 Services 服务内容

3.1 We will comply with your instructions even where these are contrary to the recommendations given to you, unless we believe it is illegal, improper or unethical to do so or inconsistent with maintaining a proper working relationship.
我们将遵守您的指令，即使这些指令与我们向您提供的建议相悖，除非我们认为该做法是非法的、不正当或不道德的，或是与维持适当的工作关系相矛盾的。

3.2 When you order a service on the Sites you authorise us to take all necessary steps we believe are appropriate to protect and preserve your interests and rights within the scope of your instructions. You authorise us to complete and sign on your behalf such forms and other documents as are necessary or desirable to carry out these instructions.
一旦您在网站上订购服务，即视为您授权我们采取我们认为适当的所有必要步骤，以在您的指令范围内保护和维护您的利益和权利。您授权我们代表您填写和签署执行这些指令所必要或需要的表格和其他文件。

3.3 The services provided by us relate only to the specific matters on which the services are rendered. You may not rely on any result or deliverable of such service in any other matter nor disclose it to a third party without our written consent.
我们提供的服务仅与该服务所相关的具体事项有关。您不应在任何其他事项上依赖该服务的任何结果或可交付成果，也不得在未经我们书面同意的情况下向第三方披露相关信息。

3.4 Your engagement is specific to the services which you have ordered on the Sites and is not a general retainer.
您的业务委托仅针对您在本网站上订购的服务，而非一项通用委托。

3.5 Any service is provided to you on the basis of the law at the date of rendering the service. You agree that we are not required to update any service result to take into account changes in the law after the date of rendering the service.
我们提供的服务均基于提供服务之日的现行法律。您同意，在提供服务之日后，我们无需根据服务终止后的法律变化更新任何服务结果。

3.6 You agree that we may appoint any third parties on your behalf in connection with the services you order.
您同意我们可以代表您委托任何与您订购的服务有关的第三方。

3.7 Where a third party is appointed on your behalf you agree that we will not be liable to you for any losses, damages or costs caused by the negligence, acts or omissions of that third party.

若我们代表您委托第三方，您同意我们无需就该第三方的疏忽、作为或不作为所造成的任何损失、损害或费用向您承担责任。

3.8 Our duty is only to the client entity which places valid orders with us. We do not represent or owe a duty to any of your holding, subsidiary or associated companies, affiliates, officers, directors or employees, each of whom unless otherwise agreed in writing by us will be deemed to have separate interests from you with respect to each service including where any of them pay or agree to pay our invoices on your behalf.

我们只对向我们下达有效订单的客户实体负有义务。我们不代表您的任何控股公司、子公司或联营公司、关联公司、分公司、高级管理人员、董事或雇员，也不对其承担任何义务，除非我们另有书面约定，否则他们将被视为在每项服务方面与您各自具有单独的利益，即便其中的任何人或公司代表您支付或同意支付我们的费用。

3.9 We may use databases to hold information relating to your intellectual property rights or details of your matters and may provide you with access to such databases. You agree that we are not liable to you for any errors, omissions, delays in updates or their consequences. You agree that you will not rely on the information in any of the databases unless you have asked us to verify the data in the records. If we provide you with access to any databases you will ensure that any passwords or other security protocols are kept secure and that access is limited to those authorised by us to access those databases. You will notify us if you become aware of any unauthorised access, copying, reproduction, modification or distribution of the information in these databases and fully co-operate with us to remedy the issue as soon as reasonably practicable. We reserve the right to amend, extend or withdraw without notice any part or all of this service.

我们可能会使用数据库来保存与您的知识产权或与您的事项细节有关的信息，并可能为您提供此类数据库的访问权限。您同意，我们无需就该等信息的错误、遗漏、更新延迟或由此造成的后果向您承担责任。您同意您不会依赖数据库中的信息，除非您已要求我们核实记录中的数据。若我们为您提供数据库的访问权限，您将确保密码或其他安全协议的安全，并且确保访问权限仅限于我们授权访问这些数据库的人员。如您发现这些数据库中的信息有任何未经授权的访问、复制、修改或分发，请通知我们，并在合理可行的情况下尽快与我们充分合作以解决问题。我们保留全部或部分修改、延长或撤销本服务的权利，恕不另行通知。

3.10 You will:

- designate one or more people to provide instructions and with authority to receive our requests and inquiries;
- provide accurate and complete information about the work you ask us to do, in good time to enable us to carry out the work taking into account the different time zones as may be appropriate, and let us know promptly of any significant changes to that information or to your circumstances generally;
- promptly provide us with any changes to your contact details and any change of name or ownership of your intellectual property rights;
- safeguard documents which are likely to be required and provide promptly all relevant information and documents that we request;
- respond in good time; and

- not without our consent use our name or the fact of your engagement of us in any form of advertising or solicitation of business.

您将：

- 指定一名或多名人员提供指令并授权其接收我们的请求和询问；
- 及时提供有关您要求我们做的工作的准确而完整的信息，使我们能够在考虑到不同时区的情况下开展工作，并及时告知我们该等信息或您的一般情况的任何重大变化；
- 及时向我们提供您的联系方式的任何更改以及您的知识产权的名称或所有权的变更；
- 保护可能需要的文件，并及时提供我们要求的所有相关信息和文件；
- 及时回复我们的信息；
- 未经我们的同意，不得在任何形式的广告或业务招揽中使用我们的名称或提及您与我们合作的事实。

- 3.11 You agree that we are not liable for any losses which may arise if you do not provide accurate and complete instructions (including change in contact details and change in ownership of your intellectual property rights) early enough to enable us to act within official time limits imposed by legislation, intellectual property offices. You agree that you are responsible for any additional costs incurred as a result.

您同意，如您未能及早提供准确且完整的指令（包括联系方式的更改和您的知识产权所有权的变更）以使我们能够在法律法规及知识产权局所规定的官方时限内采取行动，我们无需对其可能导致的任何损失承担责任。您同意对由此产生的任何额外费用负责。

4 Our Charges and Disbursements 我们的收费与支出

- 4.1 We charge on the basis of fixed fees, which include our service fees and disbursements. Disbursements include payments made or incurred by NexIP on your behalf with tax added where applicable. Examples of disbursements are: agents' fees, intellectual property offices' fees, fees of search agencies, translators, watching service and other specialist providers, bank charges, courier and postage costs and photocopying.

我们按固定费用收费，其中包括我们的服务费和各项支出。支出包括蔚知代表您支付或产生的款项，并在适用情况下加收税款。例如，支出可能包括：代理费、知识产权局费用、检索机构费用、翻译人员薪酬、监测服务及其他专业服务提供商的费用、银行手续费、快递和邮资费用以及复印费用。

- 4.2 We review fees each year with changes taking place with effect from 1 January. We may also change fees at other time during the year due to other events such as changes in local procedures, currency fluctuations or other changes. These changes will be reflected online at the Sites and made effective immediately without need for prior notice to you.

我们每年都会对费用进行审查，并自1月1日起进行调整。我们也可能在一年中的其他时间因其他原因而更改费用，例如当地程序的变化、汇率波动或其他变化等。此类更改将体现在我们的网站上，并立即生效，无需事先通知您。

- 4.3 All fees are inclusive of tax unless expressly indicated otherwise.
除非另有明确说明，否则默认所有费用均含税。

- 4.4 If a matter does not proceed to completion or have an outcome desired by you, our fees together

with disbursements and tax will not be refundable unless otherwise specified herein.

如一项事项未完成或结果与您的预期不符，若非本文中有明确说明，否则我们的费用、支出及税款将一概不予退还。

- 4.5 Where a guaranteed service with premium is ordered, subject to separate terms in connection with guarantee of success, you may be fully or partially refunded as explicitly stated in such terms upon written approval of NexIP, if the service does not proceed to completion or have an outcome desired by you.

如果您订购了有附加费的带保证的服务，则根据与成功保证有关的单独条款，若服务没有完成或未达到您所期望的结果，经蔚知书面批准，您可以按照这些条款中的明确规定得到全部或部分退款。

5 **Payment Terms and Invoices** 支付条款及发票

- 5.1 All fees will be charged in Chinese yuan and must be paid in full before services are rendered.
所有费用均以人民币计费，且必须在提供服务前全额付清。

- 5.2 Fees paid for our services shall be non-refundable unless otherwise designated.
除非另有说明，否则已支付的服务费用不予退还。

- 5.3 You may request invoices after payments are duly made and received by us. Paper invoices will be sent to you together with any paper document we shall send to you as a result of the services.
您可以在正式付款且款项到账后向我们索取发票。纸质发票将连同服务中任何应发纸质文件一起发送给您。

6 **Intellectual Property** 知识产权

You agree that we retain copyright and all other intellectual property rights in the work product produced in providing services to you. In consideration of your payment of our fees for the services provided, we grant you a non-exclusive license to use the documents and other works for the purposes for which they were produced for you. The licence does not allow you to give the work product to third parties to use for their benefit without our written agreement.

您同意我们保留为您提供服务所产生的工作成果的著作权和所有其他知识产权。考虑到您对我们提供的服务支付了费用，我们授予您一项非独占非排他的许可，许可您将这些文件和其他作品用于为您制作这些文件和作品时的用途与目的。未经我们的书面同意，您不得将工作成果提供给第三方，供其出于自身利益而使用。

7 **Confidentiality** 保密

- 7.1 We will keep your information confidential (unless it is already in the public domain). We will not pass on to you any confidential information received from another client and will not pass on to

another client any confidential information received from you.

我们将对您的信息保密（除非该信息已公开）。我们不会将任何从其他客户那里收到的机密信息透露给您，也不会将您交予我们的任何机密信息透露给其他客户。

- 7.2 Our obligation of confidentiality does not prevent us from disclosing information where we are required to make a disclosure under applicable law, regulation or a court order or where the information is within the public domain.

我们的保密义务不适用于以下情况：适用法律、法规或法院要求或命令我们披露信息，或该信息已公开。

- 7.3 You agree that when working for you we may outsource work to specialist service providers to ensure a cost-effective service to you and that may include the transfer of your confidential information.

您同意，在为您提供服务时，我们可能会将工作外包给专业服务提供商，以确保为您提供经济高效的服务，为此我们可能会向该专业服务提供商提供您的机密信息。

- 7.4 In the event that a claim is made against us by a third party arising from or in connection with a matter in which we have been acting on your behalf, you agree that we may in evidence or for the purpose of seeking legal or other advice, disclose your information, documents, details of your instructions provided.

如第三方向我们提出索赔，且该索赔与我们代表您行事的事项有直接或间接的关系，您同意我们可以为了提供证据或寻求法律或其他建议而披露您的信息、文件以及您所提供的指令的细节。

- 7.5 You agree that we may provide any information to our insurers, other advisers or regulators of a matter or matters on which we are acting or have acted for you.

您同意我们可以向我们的保险公司、其他顾问或监管机构提供关于我们正在或已经代表您行事的一件或多件事项的任何信息。

- 7.6 You agree that we may share information on your matters within NexIP.

您同意我们可以在蔚知企业内部分享与您的事项有关的信息。

8 Communications 沟通方式

Our services rely on use of the chat tools on the Sites, e-mails, phone calls, and other electronic means of communication. Any transmission of information cannot be guaranteed to be secure or error free and could be intercepted, corrupted, lost, destroyed, delayed, arrive incomplete or late or otherwise be adversely affected or unsafe to use. We accept no responsibility for any error, loss or claim which arises as a result of any failure of security or confidentiality, or corruption (whether direct or indirect) of data or information transmitted by any means.

在服务实施过程中，我们将通过网站上的聊天工具、电子邮件、电话和其他电子通信方式进行沟通。任何信息传输都不能完全保证安全无误，并且可能被拦截、损坏、丢失、销毁、延迟、不完整地传达或未准时送达，也可能以其他方式受到不利影响或造成不安全使用。对于因任何未能保

障安全性或保密性的情况或以任何方式传输的数据或信息的损坏（无论直接或间接）而引起的任何错误、损失或索赔，我们概不承担责任。

9 Documents and Samples 文件及样本

- 9.1 We will keep copies of all correspondence and documents whether hard copy or electronic for at least three (3) years from the date of completion or closure of the matter. After that we may destroy them.

我们将保留所有通讯信息和文件的纸质及电子版副本，保留期限为自事项完成或结束之日起至少三（3）年。此后，我们可能会销毁相关文件。

- 9.2 If you ask us to retrieve correspondence or documents we reserve the right to charge for the cost of retrieval and transfer to you including our time in retrieving, considering, sorting, searching and copying the correspondence and documents and for such other work necessary to comply with your instructions.

如果您要求我们检索通讯信息或文件，我们保留向您收取检索和转交信息与文件所需费用的权利，包括我们遵循您的指令检索、思考、分类、搜索及复制通讯信息与文件以及处理相关类似工作所付出的时间成本。

- 9.3 If we receive a request from you or on your behalf to transfer your files to another party we will review the files to remove the documents which belong to us so we transfer only what belongs to you and any third parties. You agree that we may charge you for the review and/or transfer.

如果我们收到您或他人代表您所提出的将您的文件转让给另一方的请求，我们将审查文件以删除属于我们的文件，以便我们仅转让属于您和任何第三方的文件。您同意我们可能会向您收取审查和/或转让的费用。

- 9.4 You agree that we are not responsible for the loss, damage or theft of any item which we hold on your behalf.

您同意，我们对您持有的任何物品的丢失、损坏或被盗概不负责。

10 Ceasing to Act 终止服务

- 10.1 Our services are provided on a case-by-case basis. Your valid orders shall not be withdrawn or otherwise cancelled without our prior written consent which consent will be provided or withheld at our sole discretion.

我们的服务基于具体情况提供。未经我们事先书面同意，您不得撤回或以其他方式取消您的有效订单，我们将自行决定是否同意您的撤回或取消请求。

- 10.2 We may terminate our representation of you at any time in writing. We will only do so for good reason. You agree that good reason includes (without limitation) any of: you fail to give clear, proper or timely instructions; if it is clear that there is no longer sufficient trust and confidence between us; where a conflict of interest arises in connection with a matter on which we are advising you or there is a material change in our business operations; or in our sole discretion concludes that you

are engaged in illegal activities or the sales or provision of illegal or harmful goods or services, or is engaged in, or otherwise instruct us to do, activities that may damage third-party or our rights, including but not limited to registration of trademarks in bad faith. In the case of suspected bad faith applications, we will judge bad faith by reference to the INTA Board Resolution factors on bad faith. Further we reserve the right to file a change of contact agent or take such other step to cease representing you. Where possible we will provide you with reasonable notice that we will cease acting for you. You agree that we may be required by law or regulation to suspend or cease acting for you without giving any period of notice or reasons.

在有充分且正当理由的情况下，我们可以在任何时候以书面形式终止我们对您的代理。您同意，充分且正当的理由包括（但不限于）以下任何一项：您未能给出明确、适当或及时的指令；您与我们之间明显不再具有足够的信任与信心；在我们为您提供咨询的事项上出现了利益冲突；我们的业务运营发生重大变化；或者，经我们自行判断认为您从事非法活动或销售或提供非法或有害商品或服务，或从事或指令我们从事可能损害第三方或我们权益的活动，包括但不限于恶意抢注商标。在涉嫌恶意申请的情况下，我们将参照国际商标协会关于恶意抢注的判断标准的董事会决议来判断。此外，我们保留提出更换联系代理人或采取其他步骤停止为您行事的权利。在可能的情况下，我们将向您提供我们将停止为您服务合理通知。您同意，法律或法规可能要求我们暂停或停止为您服务，而无需给予任何通知期限或理由。

- 10.3 The fees, disbursements and tax for work done up to termination are not refundable unless otherwise agreed herein.

除非本条款中另有约定，否则在终止之前已完成的工作的费用、支出和税款不予退还。

- 10.4 You agree that our engagement on a matter will end on the later of: when our work on the matter is completed, or when we come off the record as your agent at a relevant local government department.

您同意，我们对某一事项的参与将在以下情况下终止（以二者中较晚的日期为准）：当我们完成该事项相关工作时；当我们不再在相关当地政府部门被备案为您的代理人时。

11 Indemnity 赔偿

You agree to indemnify us and keep us indemnified against all threatened or actual actions, proceedings, claims, losses, costs, expenses, liabilities and damages (including but not limited to legal fees and settlement sums) which may at any time be brought against us by third parties or incurred by us or any directors, members, partners, employees or agents as a result of representation of you or acting in accordance with your instructions including but not limited to threats of intellectual property infringement that are or are alleged to be groundless.

您同意就第三方在任何时候对我们提出的或者我们或我们的任何董事、股东、合伙人、雇员或代理人因代表您或按照您的指令行事（包括但不限于毫无根据的或涉嫌毫无根据的知识产权侵权威胁）而招致的所有潜在的或实际的行动、诉讼、索赔、损失、成本、费用、责任及损害（包括但不限于法律费用及和解金额）向我们作出赔偿并使得到赔偿。

12 Limitation of Liability 责任范围

Our maximum aggregate liability to you or all parties to whom we may be liable on any service for any loss, including without limitation liability for negligence on our part, is limited to the amount you paid for such service provided.

我们就您或我们在任何服务中可能对其承担责任的所有各方的任何损失所承担的最大责任总额（包括但不限于我们的疏忽责任）不超过您就相关服务所支付的金额。

13 Data Protection 数据保护

- 13.1 We comply with relevant data protection legislation in the jurisdictions in which we operate. When you place a valid order with us, we keep a record of your contact details and those of the people who work for and with you. By giving us personal information, you consent to us processing and storing the information primarily for the purpose of providing you with services and to generally administer and take care of our relationship with you. You agree that we may share the personal information within NexIP and with third parties we engage on our or your behalf to undertake work for you (including processing and holding your data). You agree that we may transfer the personal information to any country in which you instruct us to act on your behalf.

我们遵守所在司法管辖区的数据保护法及相关法规。当您向我们下达有效订单时，我们会记录您以及为您开展工作和与您共事的人员的联系方式。通过向我们提供个人信息，您同意我们处理和存储您所提供的个人信息，其主要目的为便于向您提供服务并管理和维系我们与您的关系。您同意我们可以在蔚知内部及向我们聘用的或我们代表您聘用的第三方分享您的个人信息，以为您开展工作（包括处理和持有您的数据）。您同意我们可以将个人信息传输到您指令我们代表您行事的任何国家。

- 13.2 You agree that we may use the personal information to send you information about our activities, services, events, training and legal updates. You can opt out of any communication.

您同意我们可以使用这些个人信息向您发送有关我们的活动、服务、事件、培训和法律更新的信息。您也可以选择不接收任何信息。

- 13.3 For the purpose of providing you with our services, you agree that we may keep a record of the contact details of the people who have or work for or with a party or parties with interests which are in common with or adverse to yours in connection with the matters on which we are instructed. Under data protection laws these parties may have certain rights to the personal information.

出于向您提供服务的目的，您同意我们记录相关人员的联系方式，包括在我们接受指令的事项中与您有着相同或不同利益的人员，以及为在我们接受指令的事项中与您有着相同或不同利益的一方或多方开展工作或与其共事的人员。根据数据保护法，这些当事方可能对您的个人信息具有某些权利。

14 Invalidity 无效判定

In the event that any part of the agreement between us is held to be invalid:

若您与我们之间协议的任一部分被视作无效，则：

- 14.1 The remainder of the agreement will continue in full force and effect; and

该协议的余下部分均仍完全有效；且

- 14.2 The part which is held to be invalid will be replaced with wording which is valid and as closely as possible matches the wording and intention of the part held to be invalid.
被认定无效的部分将被有效的表述所取代，并尽可能地与原文的措辞和意图相匹配。

15 **Governing Law and Dispute Resolution** **适用法律与纠纷解决**

- 15.1 The relationship between us, and any claim, dispute or matter arising under or in connection with it, is exclusively governed by and construed in accordance with the laws of the Peoples Republic of China.
您与我们之间的关系，以及由之引起或与之相关的任何索赔、争议或事项，均受中华人民共和国法律管辖并按其解释。

- 15.2 If at any time you have any questions or concerns with any aspect of the services provided by us, please contact us. We treat complaints seriously and will try to resolve any problem with you quickly.
如果您对我们所提供服务的任一方面有任何问题或担忧，请随时与我们联系。我们将认真处理投诉内容，并努力与您一起迅速解决所有问题。

- 15.3 Complaints and disputes arising out of or in connection with these Terms, a valid order or any agreement between us must initially be referred to us. If the matter cannot be resolved to the satisfaction of both parties, it shall be referred to arbitration in the Guangzhou International Arbitration Center ("SIAC") according to its then-current arbitration rules. The place of arbitration shall be in Guangzhou at the SIAC. The arbitral award shall be final and binding upon the parties.
由本条款、有效订单或您与我们之间的任何协议引起或与之相关的投诉和争议必须首先提交给我们。如解决方案未能令双方满意，则相关内容应提交至广州国际仲裁中心，并按照其当时有效的仲裁规则进行仲裁。仲裁地点为广州国际仲裁中心。该仲裁裁决应为最终裁决并对当事各方均具有约束力。