

# **User Service Agreement of the 10th Beijing Xiangshan Forum**

Please carefully read and fully understand the following terms and conditions, especially the terms of exclusion and limitation of liability, dispute resolution and applicable laws. Terms of exclusion and limitation of liability are shown in bold for your attention.

Welcome to the 10th Beijing Xiangshan Forum (hereinafter referred to as BXF10). This *User Service Agreement* (hereinafter referred to as this Agreement) applies to your access to and use of the Site and its relevant mobile websites, including the website version identified by the uniform resource locator (<http://xiangshanforum.cn/>) and the corresponding version optimized for mobile devices (collectively referred to as the BXF10 Sites). This Agreement is a legally binding agreement between you (hereinafter referred to as "you" or "user") and the Executive Committee Office for BXF10 Preparations (hereinafter referred to as "we" or "BXF10"). The aforementioned "users" include participants, online audiences or groups that participate in other forms.

## **1. Application and Acceptance of this Agreement**

- 1.1 By accessing the BXF10 Sites and using various tools, content and services (hereinafter collectively referred to as the "BXF10 Services") of the BXF10 Sites, you acknowledge that you have fully read and understood this Agreement and agree to be bound by all of its terms, including but not limited to accessing and logging in to the BXF10 Sites, browsing and using the content of the BXF10 Sites, uploading personal information and data and providing feedback through the BXF10 Sites, and registering an account, searching and booking routes on the BXF10 Sites. If you do not accept this Agreement, you shall immediately stop accessing the BXF10 Sites and/or using the BXF10 Services.
- 1.2 This Agreement includes the text of this Agreement and the Privacy Policy, Cookies Policy, Exhibit Upload Policy, Disclaimer, Copyright Statement and any other rules, policies, statements, notices, warnings, notes and instructions (hereinafter referred to as the "BXF10 Rules") published on the BXF10 Sites according to the relevant work progress.

Foregoing rules constitute an integral part of this Agreement and have the same legal effect with this Agreement.

- 1.3 You may not access the BXF10 Sites and/or use the BXF10 Services if, under the laws of the People's Republic of China and/or other applicable laws (including the laws of the country/region where you reside): (1) you do not have full capacity for civil rights and capacity suitable for the civil conduct you are engaged in, and you have not obtained the consent of your legal guardian to access the BXF10 Sites and use the BXF10 Services or (2) you are prohibited from accessing the BXF10 Sites and/or using the BXF10 Services. Otherwise, you and/or your guardian shall bear all consequences arising therefrom, and we have the right to cancel your account and claim compensation from you and/or your guardian. If you are using the BXF10 Services on behalf of an organization or other legal entity, you represent and warrant that you have been fully authorized to use the BXF10 Services on behalf of the organization or legal entity and are bound by this Agreement.
- 1.4 We may amend or update whole or part of this Agreement at any time, and any change will be effective upon its publication. The updated Agreement will be published on the BXF10 Sites and you are advised to check it regularly for the changes. Your continued access to the BXF10 Sites or use of the BXF10 Services following changes to this Agreement constitutes your agreement to this Agreement as amended or updated. If you do not agree to the changes, you shall immediately stop accessing the BXF10 Sites or using the BXF10 Services.
- 1.5 If we publish or make available this Agreement in English, French and Spanish, you agree that such English, French and Spanish versions are for your convenience only. In case of any discrepancy between the English, French or Spanish versions and the Chinese version, the Chinese version shall prevail.
- 1.6 You may be required to enter into separate agreements (collectively, "Additional Agreements") with us or our affiliates for any of the

services (or functions in the services) (whether online or offline). In the event of any conflict or inconsistency between this Agreement and the Additional Agreements, the Additional Agreements shall prevail over this Agreement solely with respect to the services (or functions in the services).

## **2. Accounts and Services**

- 2.1 Participants, media, staff and volunteers can register and log in to the BXF10 Sites to view and use all the functions.
- 2.2 General visitors cannot register as a user on the BXF10 Sites, but can browse all the content of the BXF10 Sites in a non-login state.
- 2.3 We will verify your registration information after you apply for an account, and may reject your application for registration and restrict or ban accounts that do not pass the verification for any reason.
- 2.4 You shall submit true, accurate and complete materials or information when registering, using and managing your account. In accordance with applicable Chinese laws and regulations, you are required to provide your true identity information in order to use some functions of the BXF10 Services. Please complete real-name authentication in accordance with relevant laws and regulations, and update the above information in a timely manner. If we find or have reasonable grounds to suspect that the materials or information you submitted are untrue, inaccurate, incomplete or illegal, we have the right to reject your application for registration or stop providing relevant services for you. You may not be able to use the BXF10 Service or some functions may be limited during your use.
- 2.5 You may not be able to register and use the BXF10 Services if you are the subject of trade restrictions, sanctions or other laws or regulations imposed by any country, international organization or region.
- 2.6 You only have the right to use the account and shall not transfer, lease, sell or license the account to any third party. If we find or have reason to believe that the user is not the initial registrant of the account, we have

the right to immediately suspend or terminate services to the registered account and to permanently disable the account for its security.

2.7 You shall be responsible for the security and confidentiality of your account and password and assume full legal liability for the activities you engage in under your registered account. You shall attach great importance to the confidentiality of your account and password and not disclose them to others under any circumstances. If you find any unauthorized use of your account or any other security flaws, you shall notify us immediately and change your password. If there is reason to suspect that a third party knows your password or that there may be misuse, we have the right to block your account or take other necessary measures for security purposes before the situation is clarified. You acknowledge and agree that we shall not be liable for any loss or damage not attributable to us arising from or in connection with any activity performed by any unauthorized person or data breach of user account information.

2.8 You understand and agree that the BXF10 Services we provide are based on the status quo of what is possible with current technologies and conditions. We will do our best to provide you with consistent and secure services. You understand that we cannot always foresee and prevent legal, technical and other risks, including but not limited to service interruption, failure to access BXF10 Sites or use BXF10 Services and other losses and risks caused by force majeure, poor network, third-party service defects, and third-party websites.

2.9 You understand and agree that we reserve the right to determine the setting and scope of services/functions on a case-by-case basis, and to modify, interrupt, suspend or terminate all or part of the functions or services of BXF10 Sites for overall service operation and platform operation security.

### **3. Protection of User Information**

3.1 We will collect, use, save, share, transfer, disclose and protector your

personal information, including but not limited to your name, mobile phone number, email address, in strict accordance with our *Privacy Policy*. Please read our *Privacy Policy* carefully.

- 3.2 You understand and agree that we will collect information other than your personal information, including but not limited to your arrival and departure information, live broadcast data, through the BXF10 Sites or in the provision of BXF10 Services or may from third parties. We will conduct statistical analysis on the information collected directly or indirectly to optimize the display and live broadcast effect of the conference, realize intelligent push notification and conduct follow-up research. We will disclose such information or share such information with third parties in accordance with relevant laws and regulations, legal procedures, mandatory requirements of relevant government authorities and the need to provide services to you.

#### **4. Third-Party Websites and Applications**

- 4.1 BXF10 Sites may contain links to external websites. Users shall carefully read the terms of use and privacy policies of these external websites. We assume no responsibility for the authenticity, legality or security (such as data breach) of external websites, and we have no association, nor represent, such hyperlinks or websites.
- 4.2 Your use of applications, software, or services provided by a third party in connection with your access to the BXF10 Sites or use of the BXF10 Services may require you to agree to and abide by the agreements or rules of the third party in addition to the BXF10 Rules. For any dispute, loss or damage arising from third-party applications, software and related services, you shall settle them with the third party on your own, and we shall not be liable to you or any third party for this.

#### **5. User Code of Conduct**

##### **5.1 General Code of Conduct**

You agree to abide by all applicable laws and regulations and accept liability for your access to BXF10 Sites and use of BXF10 Services.

When you visit the BXF10 Sites and/or use BXF10 Services, you shall not:

- (1) impersonate or misrepresent your affiliation with any person or entity;
- (2) engage in activities that endanger network security, such as illegal network intrusion, interference with normal network functions, and theft of network data.
- (3) provide programs and tools specially used for activities that endanger network security, such as network intrusion, interference with network functions and protection measures, and theft of network data;
- (4) provide assistance such as technical support, publicity and promotion to others when you know that they are engaged in activities that endanger network security;
- (5) use any plug-ins, add-ons, systems or third-party tools without our authorization or permission to control, interfere with, destroy, modify or exert other influence on the normal operation of BXF10 Sites and BXF10 Services;
- (6) use unauthorized data or access unauthorized servers/accounts;
- (7) delete, modify or add data and applications stored, processed or transmitted in the computer information network without permission;
- (8) deliberately create and disseminate destructive programs such as computer viruses;
- (9) violate laws and regulations, rules, policies, normative documents and this Agreement, infringe upon the legitimate rights and interests of others, etc.

## 5.2 Specification of Information Release

You shall produce, copy, publish, and disseminate information that complies with the requirements of applicable laws and regulations.

You agree and undertake not to produce, copy, publish or disseminate information that:

- (1) opposes the basic principles established in the *Constitution of the People's Republic of China*;
- (2) endangers the national security of the People's Republic of China, discloses the state secrets of the People's Republic of China, subverts the state power of the People's Republic of China, and undermines the national unity of the People's Republic of China;
- (3) damages the national honor and interests of the People's Republic of China;
- (4) incites ethnic hatred and ethnic discrimination in the People's Republic of China and undermines the national unity of the People's Republic of China;
- (5) undermines the national religious policies of the People's Republic of China and advocates cults and feudal superstitions
- (6) spreads rumors, disturbs the social order, or undermines the social stability;
- (7) spreads obscenity, porn, gambling, violence, murder or terror, or instigates crime;
- (8) insults or defames others, or infringes on others' legal rights and interests;
- (9) distorts, vilifies, desecrates or negates the deeds and spirits of heroes and martyrs, and infringes upon the names, portraits, reputations and honors of heroes and martyrs by insulting, defaming or other means;
- (10) promotes terrorism and extremism or incites terrorist or extremist activities.
- (11) damages the reputation of the state organs of the People's Republic of China;

- (12) promotes counterfeit goods or false services, including but not limited to those that infringe others' intellectual property rights and do not meet relevant national standards or industry standards;
- (13) violates applicable laws, regulations, policies and public order and morals, interferes with the normal operation of the BXF10 Sites or violates the legitimate rights and interests of other users or third parties;
- (14) contains any link, directly or indirectly, to any other website that contains any content that may violate this Agreement;

### 5.3 Specification of Information Use

No user shall, without our prior written permission, either by itself or by authorizing, permitting or assisting others to do any of the following with respect to the information (including but not limited to information of participants and audiences and statistical data) of the BXF10 Sites and BXF10 Services:

- (1) Copy, download, read, compile and use the information for commercial purposes including but not limited to promotion and increase in views;
- (2) Edit, sort out and arrange the information without authorization for display on channels other than the source pages of BXF10 Sites and BXF10 Service;
- (3) Adopt any form of identification methods, including but not limited to special signs and special codes, to independently or assist a third party to generate adverse effects such as directing, shifting and hijacking of traffic and views on the information;
- (4) Steal the information (such as videos, pictures and text) directly or indirectly by any means (including but not limited to hotlinking, redundant theft, illegal capture, data crawler technology, simulation download, deep linking, and

counterfeit registration), or delete or change relevant information of the right to manage electronic information by any means (including but not limited to hiding or modifying domain names, platform-specific identifiers and user names);

(5) Other illegal access to or use of the information.

## **6. Intellectual Property**

- 6.1 You understand and undertake that any content you upload, publish or transmit (including but not limited to text, pictures, videos, audio files and all components such as music, sound, lines, visual design and dialogue) in connection with your use of the BXF10 Sites and BXF10 Services is either original or legally authorized to you (with delegation of authority). You or the original copyright owner holds the intellectual property rights to the content that you upload and publish on the BXF10 Sites.
- 6.2 We are the intellectual property owner or legal licensee of BXF10 Sites and BXF10 Services (including but not limited to software, technology, programs, web pages, text, pictures, images, audio files, videos, charts, layout design, and electronic documents). No one may use any program or device, including but not limited to robots, "spiders", web crawlers, to monitor, copy, transmit, display, mirror, upload, or download content from the BXF10 Sites and BXF10 Services without our permission.
- 6.3 Under no circumstances shall you use any of our logos, domain names, website names or other distinctive brand features, including but not limited to "BXF10" and "<http://xiangshanforum.cn/>" (hereinafter collectively referred to as the "Marks"). You shall not display, use or apply for trademark registration and domain name registration of the aforesaid Marks in any separate or combined way, nor express or imply to others that you have the right to display, use or otherwise deal with the Marks without our prior written consent. You shall bear all legal liabilities for any loss caused to us or others due to your violation of this Agreement by using the Marks.

6.4 Unless otherwise expressly stated by us, you acknowledge, understand and agree that you grant us and our affiliates a worldwide, free, non-exclusive, irrevocable, sublicensable (through multiple tiers) right (including but not limited to reproduction, translation, compilation, information network dissemination, adaptation and production of derivatives, performance and display) regarding the content you upload, publish or transmit on the BXF10 Sites (including but not limited to text, images, audio files, videos and live broadcast content, as well as all components such as music, sounds, lines, visual design and dialogue). Scope of use of the above right includes, but is not limited to, current or other websites, applications or terminal devices. You hereby acknowledge and agree that we or our licensed third parties have the right to use and otherwise develop content (in whole or in part) in any publicity, promotion, research in connection with the above content, the BXF10 Sites and BXF10 Services. For the avoidance of doubt, you understand and agree that the rights granted above include the right and permission to use, reproduce and display your personal image, portrait, name, service marks, brands, titles, logos and company marks and any other brands or promotional materials that you own or are licensed to use as the embedded content.

## **7. Consequences of User's Breach of this Agreement**

7.1 If you violate this Agreement, we have the right, at our sole discretion and as appropriate, to take measures such as advance warning, suspension of service, removal of relevant content, restriction of part or all functions of the account, termination of the provision of services, ban on the account. We shall not be responsible for the consequences of your inability to use your account and BXF10 Services properly as a result. We reserve the right to announce the result of handling within a reasonable range and to decide whether to restore the use of the relevant account according to the actual situation. For suspected violations of laws and regulations and suspected crimes, we will keep

relevant records and reserve the right to report them to relevant competent departments according to law, cooperate with relevant competent departments in investigation, and report to public security organs. We reserve the right not to restore deleted content.

7.2 You shall deal with and assume full legal liability for any complaints, lawsuits or claims from third parties that may arise from your breach of this Agreement. You shall also indemnify us and/or our affiliates in full for our compensation to any third parties or penalties from state authorities as a result of your breach of this Agreement.

## **8. Disclaimer**

Please read our *Official Statement* carefully before you access the BXF10 Sites and use the BXF10 Services. We shall assume no legal liability of any kind for terms of exclusion of liability listed in the *Official Statement*.

## **9. Applicable Laws and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China (excluding Hong Kong, Macao and Taiwan for the purpose of this Agreement). You agree that any dispute, claim or cause of action between us arising out of or related to this Agreement or your use of the BXF10 Sites and BXF10 Services, including any dispute regarding the existence or validity of this Agreement, shall be settled by both parties through negotiation. If the negotiation fails, it shall be submitted to the people's court with jurisdiction in Beijing, China.

## **10. Others**

10.1 Headings in this Agreement are inserted for ease of reading only and shall not affect the meaning or interpretation of any provisions in this Agreement.

10.2 You and we are independent parties, and in no event shall this Agreement constitute an express or implied guarantee or condition of any kind on our part to you, nor shall it constitute an agency, partnership, joint venture or employment relationship between the parties.

10.3 If any provision of this Agreement is held to be invalid or

unenforceable, such invalidity or unenforceability shall not affect the validity of the other provisions, which shall remain valid and enforceable.