



GENERAL TERMS OF BUSINESS

一般商业条款

The Parties agree that these Terms and Conditions govern the Services provided to the Customer by ATPI Griffinstone China Company Limited (trading as ATPI Corporate Travel, ATPI Sports Events, ATPI Corporate Events, ATPI Mining and Resources or ATPI Marine and Energy) ("ATPI").

1. DEFINITIONS

- 1.1 **Agreement** means the Fee Schedule, these Terms and Conditions and any Orders entered into between ATPI and the Customer.
- 1.2 **Confidential Information** means any information disclosed in accordance with Clause 14 hereof.
- 1.3 **Customer:** means the client names in the Fee Schedule.
- 1.4 **Fee Schedule:** means the Customer specific price list.
- 1.5 **Licensed Product Schedule:** means a separate schedule setting out additional technology products to be made available to the Customer on the terms set out therein.
- 1.6 **Order Confirmation:** has the meaning given to it in Clause 1.2.
- 1.7 **Orders:** has the meaning given to it in Clause 4.1.
- 1.8 **Services** means any travel, accommodation services or combination thereof that ATPI agrees to provide to the Customer as described in an Order Confirmation.
- 1.9 **Travel Agreement** means an agreement, in the form of an itinerary booking confirmation between the Customer and Travel Service Provider, pursuant to which the Travel Service Provider agrees, subject to the applicable terms and conditions of the Travel Agreement (whether expressly set out therein or incorporated by reference), to provide the Travel Services to the Customer.
- 1.10 **Traveller** means the Customer and/or any other natural person for whose benefit the Services have been booked or provided.
- 1.11 **Travel Service Provider** means collectively or any of, as the context so permits, providers of Travel Services from time to time.
- 1.12 **Travel Services** means transportation, accommodation or other travel arrangements including, without limitation, air, rail, bus passenger transportation, hotel accommodation and car hire services.

2. APPLICABILITY

- 2.1 ATPI agrees to provide the Customer with the Services in accordance with the terms of the Agreement.

双方同意本条款和条件规管着 ATPI Griffinstone 中国有限公司 (以 ATPI 企业旅行、ATPI 体育活动、ATPI 企业活动、ATPI 矿业与资源或 ATPI 海洋与能源的名义开展业务) ("ATPI") 向客户提供的服务。

1. 定义

- 1.1 **协议**是指收费表、本条款和条件以及 ATPI 与客户之间签订的任何订单。
- 1.2 **机密信息**是指按照第14条协议条款有所披露的任何信息。
- 1.3 **客户**：指收费表中的客户名称。
- 1.4 **费用表**：指给客户的特定价格表。
- 1.5 **许可产品附表**：指另一独立附表，以列出提供给客户的额外技术产品和有关条款设定。
- 1.6 **订单认证**：具有第1.2条协议条款赋予它的意义。
- 1.7 **订单**：具有第4.1条协议条款赋予它的意义。
- 1.8 **服务**是指 ATPI 同意为客户提供任何如订单认证所述的旅行、住宿服务或其组合。
- 1.9 **旅行协议**是指客户与旅行服务供货商之间以行程预订认证的形式达成的协议，根据该协议，旅行服务供货商同意根据适用旅行协议的条款和条件（无论是明确规定的还是以参照引用的方式纳入），向客户提供旅行服务。
- 1.10 **旅行者**是指那些获得预订或其他提供的服务的客户和 / 或任何其他个人客户。
- 1.11 **旅行服务供货商**是旅行服务供货商的统称，或在上下文允许的情况下，也可以不时指任何一间旅行服务供货商。
- 1.12 **旅行服务**是指交通、住宿或其他旅行安排，包括但不限于航空、铁路、巴士客运、酒店住宿和租车服务。

2. 适用性

- 2.1 ATPI 同意按照本协议的条款向客户提供服务。



GENERAL TERMS OF BUSINESS

- 2.2 The Agreement applies to the provision of Services offered by ATPI. The supply of Travel Services provided by a Travel Service Provider are subject to the terms of the Travel Agreement entered into between the Travel Service Provider and the Customer which ATPI shall make available to the Customer.
- 2.3 Any terms and conditions contained or referred to in any purchase order, acknowledgements, confirmation or other documents issued by Customer shall not be applicable, shall in no way modify the Agreement or bind ATPI, and are expressly excluded unless ATPI has expressly agreed in writing to their inclusion.
- 2.4 These Terms and Conditions shall apply and continue to apply in force unless and until the customer provides three (3) months written notice to ATPI.

3. SERVICES

- 3.1 ATPI shall provide the Services described in an Order or as may be agreed upon mutually in writing between the Parties. The Customer hereby agrees to purchase, and ATPI agrees to sell, the Services.
- 3.2 The Customer acknowledges that ATPI is entitled to engage third parties for performance or part thereof, of the Services under the Agreement.

4. RESPONSIBILITY Travel Services

- 4.1 The Customer may offer to purchase any of the invitations for Travel Services made by ATPI for and on behalf of Travel Service Providers. Where a Customer wishes to make an offer to purchase it shall notify ATPI. If the offer is accepted by ATPI for and on behalf of the Travel Service Provider, ATPI is authorised as agent of the Travel Service Provider to conclude a Travel Agreement between the Travel Service Provider and the Customer on behalf of the Travel Service Provider (the "Order").
- 4.2 Where ATPI is responsible for payment to the Travel Service Provider of the costs of such Travel Services, such costs will be included within the Charges payable by the Customer to ATPI for the Services. Until such time as ATPI accepts the Customer's offer to purchase the Travel Services and issues the Travel Agreement, no contract has been formed between the Customer and Travel Service Provider.
- 4.3 In providing travel information, making reservations and issuing tickets and other documents to the Customer or the Traveller, ATPI does not guarantee or insure the Travel Services to be provided by any Travel Service Provider.
- 4.4 From time to time, ATPI transmits the necessary proceeds from the sale and booking of Travel

2.2 本协议适用于 ATPI 所提供的服务。旅游服务供应商供应的旅游服务受制于旅游服务供货商与客户之间签订的旅游协议条款，而 ATPI 须向客户提供该份协议文件。

2.3 客户发出的任何购买订单、确认书、认证或其他文件中所包含或提及的任何条款和条件，均不会被应用，也不会对本协议有任何方面的改动，或对 ATPI 有约束力，并会明确地被排除，除非 ATPI 以书面形式明确地同意纳入。

2.4 本条款和条件将适用并继续有适用效力，除非和直至客户向 ATPI 提供三 (3) 个月的书面通知。

3. 服务

- 3.1 ATPI 会提供订单中所述的服务，或由双方以书面形式共同商定的服务。客户兹此同意购买这些服务，而 ATPI 则同意销售这些服务。
- 3.2 客户确认 ATPI 有权聘请第三方履行或履行部分本协议定下的服务。

4. 责任

旅游服务

- 4.1 ATPI 会邀请客户出价购买旅游服务。ATPI 代理并代表旅行服务供应商销售的这些服务。如果客户欲订购服务，可通知 ATPI。ATPI 由旅行服务供应商授权代理接受订购，代为完成旅行服务供应商与客户的旅行协议 ("订单")。
- 4.2 如果 ATPI 负责向旅行服务供应商支付此类旅游服务的费用，该费用将被纳入在客户向 ATPI 支付时的服务费用。在 ATPI 接受客户购买旅游服务并签发旅游协议之前，客户与旅行服务供应商之间尚没有形成合约。
- 4.3 ATPI 在向客户或旅行者提供旅游信息、预订和出票，和签发其他文件时，不担保或保证任何旅行服务供应商提供的旅游服务。
- 4.4 ATPI 不时将销售和预订旅游服务的必要收益转账给提供这些旅游服务的旅行服务供应商。如果该旅行服务供应商在提供旅游服务之前违约，而款项已



GENERAL TERMS OF BUSINESS

Services to the Travel Service Provider supplying those Travel Services. In the event that such a Travel Service Provider defaults prior to providing the Travel Services for which payment has been made, the Customer's and the Traveller's sole and exclusive recourse for refund shall be against the defaulting Travel Service Provider, or from any insurance or the like covering such defaults.

Services

- 4.5 The Customer and the Travellers are obligated to comply with all the instructions given by ATPI in order to ensure the proper provision of the Services (including, but not limited to, instructions with respect to the check-in times and transfer times) and are liable towards ATPI and/or any Travel Service Providers for any and all damages that may result from or are otherwise related to their acts and/or omissions, or they will be obliged to bear their own damage caused as a result.
- 4.6 Where a Traveller causes trouble or nuisance whereby the proper provision of the Services is significantly impeded or could be significantly impeded as a result, he/she may be excluded from receiving the Services by ATPI and/or the Travel Service Provider if ATPI and/or the Travel Service Provider cannot reasonably be expected to comply with their obligations or to perform the Travel Services. Any and all damages caused as a result will be for the Customer and/or Traveller's account.
- 4.7 The Customer and/or the Travellers are obligated to prevent or limit any damage (or any further damage), including but not limited to notifying ATPI as quickly as possible of any complaints. Complaints with respect to a reservation made by ATPI must be submitted to ATPI within 30 days after the Services have ended or, if the trip (transport or accommodation) or the event did not take place, up to one month after the original departure date or accommodation date or event date.
- 4.8 If the Customer is in default of any provision of the Agreement and is unable to cure such default within a reasonable time after receiving written notice (which contains sufficient particulars of the default), ATPI will be entitled to terminate the Agreement, Services or part thereof, in accordance with the terms of the Agreement. If the Customer fails to cure the default, ATPI will send a written notification confirming the termination of the Agreement, Services or part thereof.
- 4.9 In the event of a situation involving an event of force majeure, ATPI will be entitled to terminate the Agreement, Services or part thereof by means of a written notification to the Customer at any time.

5 PRICING AND PAYMENT

- 5.1 All prices listed in the Fee Schedule are in the

付，那客户和旅行者唯一可以追索退款的是违约的旅行服务供应商，或索取任何保障此类违约情况的保险赔偿。

服务

- 4.5 客户和旅行者有义务遵从 ATPI 的所有指示，以确保服务能够妥善供应（包括但不限于有关登机手续时间和转机时间的指示），并对 ATPI 和 / 或任何旅行服务供应商因其行为和 / 或疏忽而可能造成的损失负责，或与之有关的任何和所有损失负责，而不遵从指示的结果，是他们有义务承担他们自己造成的损失。
- 4.6 如果旅行者造成麻烦或滋扰，以致严重阻碍正常服务，或可能导致严重阻碍服务，而如果 ATPI 和 / 或旅行服务供应商不能在合理的情况下履行其职责或执行旅行服务，可能会不给他 / 她提供 ATPI 和 / 或旅行服务供应商的服务。由此造成的任何及所有损失，将由客户和 / 或旅行者的户口承担。
- 4.7 客户和 / 或旅行者有义务防止或限制任何损害（或任何进一步损害），包括但不限于应该尽快通知 ATPI 任何投诉。对于有关 ATPI 预订服务的投诉，必须在该服务结束后 30 天内向 ATPI 呈交，而如果是有关旅程（交通或住宿）或活动未曾成行或发生的投诉，则必须在原本出发日或住宿日或活动日后的一个月内向 ATPI 呈交。
- 4.8 如果客户违反了本协议的任何规定，并且在收到书面通知（其中包含足够的违约细节）后无法在合理的时间内纠正违约行为，ATPI 有权根据本协议的条款终止本协议、服务或其部分内容。如果客户未能纠正违约行为，ATPI 将发出书面通知，确认终止本协议、服务或其中的一部分。
- 4.9 在涉及不可抗力事件的情况下，ATPI 有权在任何时候以书面通知客户终止本协议、服务或其部分内容。

5. 定价和付费



GENERAL TERMS OF BUSINESS

currency set out in the fee card, unless otherwise stated and are quoted excluding GST.

- 5.2 Payment terms are as set out in the Fee Schedule. Time is of the essence for payment.
- 5.3 Any dispute with respect to any amounts charged by ATPI to the Customer must be submitted by the Customer to ATPI in writing within 14 days of the date of the Order Confirmation, including a substantiation of the dispute. The purchase evidenced by the Order Confirmation will be binding if the dispute is not so submitted within that time period.
- 5.4 Time shall be of the essence with regard to payment to ATPI under this Agreement.
- 5.5 Without prejudice to any other rights to which it may be entitled, if any sum due and payable under this Agreement is not paid by the Customer by the due date, ATPI shall charge interest at a monthly rate of 5% above the prevailing Interbanking Rate of the country which raised the invoice.
- 5.6 ATPI has certain agreements in place with Travel Service Providers/travel intermediaries, under which ATPI is entitled to compensation and/or other benefits. Such compensations/benefits are for the sole benefit of ATPI.

6 CONFIRMATION AND DELIVERY

- 6.1 Once an Order for Services is confirmed and payment is completed, the Customer and, as the case may be, the Traveller, will receive a confirmation email providing the Customer and the Traveller with a confirmation number (the "**Order Confirmation**"). The Customer and the Traveller must keep the Order Confirmation.
- 6.2 The Customer will provide ATPI in a timely manner with the information required (including any further information required) regarding itself and any other Traveller.
- 6.3 The Customer and the Traveller shall be responsible for verifying that all of the information contained in an Order Confirmation correctly reflects the Services purchased. If any of the information contained in an Order Confirmation is incorrect, the Customer or the Traveller must contact ATPI on the same day on which the booking is made in order to have it corrected.
- 6.4 The Customer hereby agrees that ATPI will be entitled to provide the information regarding itself and any other Traveller, including, without limitation, the mobile telephone number and e-mail address, to the Travel Service Providers. The Customer warrants to ATPI that all Travellers have given the Customer the requisite authorizations to transfer such information to ATPI, the Customer hereby indemnifying ATPI in respect of any claims brought by any Traveller in respect of any such transfer or

- 5.1 费用表列出的所有价格均以费用卡中规定的货币计算，除非另有说明，且报价不包括商品及服务消费税的费用在内。
- 5.2 付款条件在费用表中有所详述。时间是付款的关键。
- 5.3 对于 ATPI 向客户收取的任何款项，客户必须在订单认证之日起 14 天内以书面形式向 ATPI 提出异议，包括争议的证据。如果在该段时间内客户未能提交争议，订单认证对订购具有约束力。
- 5.4 对于本协议就缴费给 ATPI 的事宜，时间是关键。
- 5.5 在不影响其可能享有的任何其他权利的情况下，如果客户未在到期日前支付本协议项下的任何到期应付款项，ATPI 将按每月高于开具发票国家的现行银行间利率 5% 的利率收取利息。
- 5.6 ATPI 与旅游服务供应商 / 旅游中介机构签订了某些协议，根据这些协议，ATPI 有权获得补偿和 / 或其他利益。此类补偿 / 福利仅对 ATPI 有利。

6. 确认和交付

- 6.1 一旦服务订单得到确认并完成付款，客户和旅行者（视情况而定）将收到一封确认电子邮件，向客户和旅行者提供一个确认号码（"订单认证"）。客户和旅行者必须保留该订单认证。
- 6.2 客户将及时向 ATPI 提供所需的关于自身和其他旅行者的信息（包括所需的任何进一步信息）。
- 6.3 客户和旅行者应负责核实订单确认书中的所有信息是否正确反映所购买的服务。如果订单确认书中的任何信息有误，客户或旅行者必须在预订的当天联系 ATPI，更正错误。
- 6.4 客户在此同意，ATPI 有权向旅游服务供应商提供有关其本人及任何其他旅行者的信息，包括但不限于手机号码和电子邮件地址。客户向 ATPI 保证，所有旅行者已经给予客户必要的授权，将这些信息转让给 ATPI，客户在此对任何旅行者就任何此类信息的转让、持有或处理而提出的任何索赔进行赔偿。如果客户不希望允许提供此类信息或在这方面有违约



GENERAL TERMS OF BUSINESS

holding of, or dealings with, any such information. If the Customer does not wish to permit such information to be provided or is in default in this respect, ATPI will not be liable for any delays and/or other damage caused by the inability to inform the Travellers in a timely manner by or on behalf of ATPI.

- 6.5 Electronic tickets will be delivered by means of e-mail. For other travel documents issued by Travel Service Providers, delivery or pick-up arrangements will be made between the Customer and ATPI. If the Customer elects to have any documents delivered by courier, applicable courier charges will be payable by the Customer. The Customer and the Traveller are responsible and liable for compliance with the applicable Travel Service Provider pick-up conditions.

7 CUSTOMER RESPONSIBILITIES AND DOCUMENTATION

- 7.1 It is the responsibility of the Customer to ensure that he or she and the other Travellers have the appropriate documentation in their possession (such as current and valid passports, visas and identification cards) before travel, and that they satisfy all other applicable requirements (such as vaccinations), to gain entry to the chosen destination. The Customer acknowledges having had the opportunity to review the applicable documentation and other requirements prior to completing the purchase of Services.
- 7.2 Air travel to other countries is governed by various conventions and agreements between China and other governments, which are incorporated into the Travel Agreement.
- 7.3 It is the Customer's responsibility to become familiar with the relevant laws and customs of the countries of destination. The Customer acknowledges that the living standards and practices at the destination and the standards and conditions at the destination with respect to the provision of utilities, services and accommodation may differ from those found in China.

8 AIRPORT CHECK-IN

- 8.1 It is the Traveller's obligation to check-in at the airport for air travel within the time specified by the applicable Travel Service Provider and, following check-in, to proceed to the correct departure gate by the time specified on the Traveller's boarding pass. ATPI is not responsible if the Traveller misses his or her flight.

9 FLIGHT TIMES AND RECONFIRMATION

- 9.1 All flight times, carriers, equipment and itineraries are subject to change with or without prior notice. If ATPI is made aware of a change by a Travel Service Provider, it will use commercially reasonable efforts to advise the Customer and/or the Traveller as soon as possible. ATPI is not responsible for lost wages, missed holiday time or any other additional charges

行为。ATPI 将不对因 ATPI 或其代表无法及时通知旅客而造成的任何延误和 / 或其他损失承担责任。

- 6.5 电子机票将通过电子邮件的方式交付。对于旅游服务供应商签发的其他旅行文件，将由客户和 ATPI 安排递送或取货。如果客户选择以快递方式递送任何文件，客户应支付相应的快递费用。客户和旅行者有责任遵守适用的旅游服务提供商的取件条件。

7. 客户的责任和文件

- 7.1 客户有责任确保他或她和其他旅行者在旅行前拥有适当的文件（如当前有效的护照、签证和身份证），并且满足所有其他适用的要求（如疫苗接种），以获得所选目的地的入境。客户确认在完成购买服务之前，有机会审查所需的适用文件和其他要求。
- 7.2 前往其他国家的航空旅行受中国和其他国家政府之间的各种公约和协议的约束，这些公约和协议被纳入旅行协议。
- 7.3 熟悉目的地国家的相关法律和习俗是客户的责任。客户承认，目的地的生活标准和惯例以及目的地在提供水电、服务和住宿方面的标准和条件可能与中国不同。

8. 机场登机

- 8.1 旅行者有义务在适用的旅行服务提供商规定的时间内到机场办理登机手续，并在办理登机手续后，按照旅行者登机牌上规定的时间前往正确的出发口。如果旅行者错过了航班，ATPI 不承担任何责任。

9. 飞行时间和重新确认

- 9.1 所有的航班时间、承运人、设备和行程都有可能事先通知或不通知的情况下发生变化。如果 ATPI 知道旅游服务供应商有变动，它会使用商业上合理的努力，尽快通知客户和 / 或旅行者，ATPI 不负责任



GENERAL TERMS OF BUSINESS

incurred as a result of changes in times or itineraries.

10 BAGGAGE ALLOWANCE

10.1 Air carriers publish baggage allowances applicable for carriage over their own services. Allowances include cabin baggage and checked baggage. The Customer and Traveller must consult the terms and conditions of the applicable air carrier for restrictions on the number and weight/size of baggage, including carry-ons, and the applicable baggage allowances, on chartered and scheduled services.

10.2 ATPI is not responsible or liable for any misinformation, additional costs or damages incurred by the Customer or the Traveller in relation with the allowed number and weight/size of baggage, baggage allowances and baggage safety requirements of an air carrier. Lost or damaged baggage is the sole and exclusive responsibility of the air carrier, which may have limited liability, and all complaints and claims in relation thereto may only be made to the air carrier. In the event of damaged, lost or delayed baggage, the Customer and/or Traveller should contact the applicable air carrier representative prior to leaving the airport or follow such process as the relevant air carrier requires.

11 INSURANCE

11.1 ATPI recommends the purchase by the Customer and any Traveller, at their own costs, of general travel insurance to cover trip cancellation or interruption, medical care and injuries, death, and loss of, or damage to, baggage.

12 AMENDMENTS, CANCELLATION AND CHANGES

12.1 If either party wishes to change or cancel the scope or performance of the Services detailed in an Order Confirmation, it shall submit details of the requested change to the other party in writing. ATPI shall, within a reasonable time after such request, provide a written estimate to the Customer of:

- i. any necessary variations to the fees and other charges for the Travel Services and Services arising from the change;
- ii. the likely effect of the change on the Travel Services and Services; and
- iii. any other impact the change might have on the performance of the Agreement.

12.2 Promptly after receipt of the written estimate, the Customer shall advise ATPI if it wishes to proceed with the such change or cancellation.

12.3 If the Customer wishes to cancel a Travel Agreement in whole or part, the ATPI fees as set out in the Fee Schedule shall apply, both the original booking fee as well as any corresponding cancellation fee.

12.4 In the event that the Travel Service Provider makes

时间或行程变动而造成的工资损失、错过假期、或任何其他额外费用。

10. 行李限额

10.1 航空承运人公布适用于其自身服务的行李限额。允许的行李限额包括手提行李和托运行李。客户和旅行者必须查阅适用的航空公司的条款和条件，以了解对包机和定期航班的行李数量和重量 / 尺寸的限制，包括随身携带的行李，以及适用的行李限额。

10.2 ATPI 对客户或旅行者因航空公司允许的行李数量和重量/尺寸、行李限额和行李安全要求而产生的任何错误信息、额外费用或损失不负责任。丢失或损坏的行李是航空承运人唯一和专有的责任，而航空承运人可能有有限的责任，所有与此有关的投诉和索赔只能向航空承运人提出。如果发生行李损坏、遗失或延误，客户和 / 或旅客应在离开机场前联系适用的航空承运人代表，或遵循相关航空承运人要求的程序。

11. 保险

11.1 ATPI 建议客户和任何旅行者自费购买一般旅行保险，以保障旅行取消或中断、医疗和伤害、死亡以及行李损失或损坏。

12. 修订、取消和变更

12.1 如果任何一方希望改变或取消订单认证中详述的服务范围或表现，则应以书面形式向另一方提交所要求的变更细节。ATPI 应在该要求提出后的合理时间内，向客户提供以下书面估算：

- i. 因变更而导致的旅行服务和服务的费用和其他收费的任何必要变更；
- ii. 变更对旅行服务和服务的可能影响；以及
- iii. 该变更可能对协议的执行产生的任何其他影响。

12.2 在收到书面估价后，客户应及时告知 ATPI 是否希望进行此类变更或取消服务。

12.3 如果客户希望全部或部分取消旅行协议，则按照付费表中规定，支付 ATPI 的费用，包括原定的预订费以及任何相应的取消服务费。

12.4 如果旅行服务提供者对旅行协议进行更改或终止，ATPI 不用对客户负责，而客户同意支付旅行服务提



GENERAL TERMS OF BUSINESS

changes to, or terminates a Travel Agreement, ATPI shall not be liable to the Customer and the Customer agrees to pay any associated costs of the Travel Service Provider relating to the change/termination.

供者就更改 / 终止有关的任何相关费用。

13 PRIVACY AND COMMUNICATION

13.1 ATPI agrees that it shall comply with the terms of the Civil Code the ' Cyber Security Law of the Peoples Republic of China and the General Data Protection Regulation (regulation EU 2016/679); any data protection legislation outside of the EU within countries in which ATPI operates; and Electronic Communications (EC Directive) Regulations 2003 and any revisions thereof (collectively referred to as "Data Protection Legislation") concerning the processing of personal data that the Customer provides to ATPI and will only use and process Personal Data (as defined in the Data Protection Legislation) for the purposes of performing the Services. ATPI agrees that it will not use Personal Data provided by the Customer for any other reason.

13.2 ATPI agrees that it will at all times process Personal Data in full compliance with the rights of data subjects under Data Protection Legislation, and will provide suitable mechanisms for data subjects to exercise their rights as determined in such Data Protection Legislation.

13.3 ATPI recognises the Customer as the Data Controller of the Personal Data, being the entity that has determined the purpose and means by which Personal Data is to be processed. ATPI is the Data processor, and is processing Personal Data on behalf of the Customer.

13.4 ATPI confirms that it will take appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data provided by the Customer and against accidental loss or destruction of or damage to Personal Data and will only process such Personal Data in accordance with this Agreement and in accordance with the Customer's instructions. For the avoidance of doubt, the Parties acknowledge that it may be necessary for ATPI to divulge certain Personal Data of passengers for whom travel arrangements are booked for the purposes of protecting aviation safety under the terms, amongst other legal requirements, of the Advanced Passenger Information System. ATPI may therefore have to transfer Personal Data outside Europe to be able to complete the passenger booking and the requirements of this Agreement

13.5 The Customer warrants and represents that they shall comply in all respects with their obligations as Data Controller pursuant to Data Protection Legislation, including but not limited to having obtained the appropriate consents from the data subjects to provide ATPI with the Personal Data.

13. 隐私和沟通

13.1 ATPI 同意遵守民事法典、《中华人民共和国网络安全法》和《通用数据保护条例》(欧盟 2016/679 号条例) 的条款 ; ATPI 运营所在国家在欧盟以外的任何数据保护立法 ; 以及《2003年电子通信 (欧盟指令) 条例》及其任何修订版 (统称为 "数据保护立法") 中关于处理客户提供给 ATPI 的个人数据的规定 , 并且只为履行服务的目的使用和处理个人数据 (根据数据保护立法的定义) 。 ATPI 同意不会出于任何其他原因使用客户提供的个人数据。

13.2 ATPI 同意在任何时候都将完全按照数据保护法规定的的数据主体的权利来处理个人数据 , 并为数据主体提供适当的机制来行使该数据保护法规定的权利。

13.3 ATPI 承认客户是个人数据的数据控制者 , 是确定处理个人数据的目的和方式的实体。ATPI 是数据处理者 , 并代表客户处理个人数据。

13.4 ATPI 确认 , 它将采取适当的技术和组织措施 , 防止未经授权或非法处理客户提供的个人数据 , 防止个人数据意外丢失、毁坏或损坏 , 并且只根据本协议和客户的指示处理这些个人数据。为避免疑问 , 双方承认 , 根据旅客信息预报系统的条款及其他法律规定 , ATPI 可能有必要披露为其预订旅行安排的旅客的某些个人资料 , 以保护航空安全。因此 , ATPI 可能需要将个人数据转移到欧洲以外的地方 , 以便完成乘客的预订和本协议的要求。

13.5 客户保证并表示 , 他们将在所有方面遵守其作为数据保护立法规定的的数据控制者的义务 , 包括但不限于已获得数据主体恰当的同意 , 向 ATPI 提供个人数据。

14 CONFIDENTIAL INFORMATION

14.1 All non-public, confidential or proprietary

14. 保密信息



GENERAL TERMS OF BUSINESS

information of ATPI, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by ATPI to any Customer or any Traveller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services is confidential, and shall not be disclosed or copied by any Customer or any Traveller without the prior written consent of ATPI. Confidential Information does not include information that is: (i) in the public domain; (ii) known to the Customer or the Traveller at the time of disclosure; or (iii) rightfully obtained by Customer or the Traveller on a non-confidential basis from a third party.

14.2 The Customer and the Traveller agree to use the Confidential Information only to make use of the Services.

14.3 ATPI shall be entitled to seek injunctive relief for any violation of this Clause.

15 LIMITATION OF LIABILITY

15.1 IN NO EVENT SHALL ATPI BE LIABLE TO THE CUSTOMER OR A TRAVELLER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.2 IN NO EVENT SHALL ATPI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO EACH ORDER CONFIRMATION, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TRANSACTION FEES PAID TO ATPI FOR THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

15.3 The limitation of liability set forth above shall not apply to (i) liability resulting from ATPI gross negligence or wilful misconduct; (ii) death or bodily injury resulting from ATPI negligent acts or omissions; and (iii) any other liability which cannot be excluded at law.

15.4 Except as expressly set out in this Agreement, the Services are provided on an 'as is' and 'with all faults

14.1 ATPI 向任何客户或任何旅行者披露的所有非公开、保密或专有信息，包括但不限于商业秘密、技术、与商业运作和战略有关的信息，以及与客户、定价和营销有关的信息（统称为“保密信息”）。不论是口头披露还是以书面、电子或其他形式或媒体披露或获取，也不论是否标明、指定或以其他方式识别为“机密”，与提供服务有关的信息都是机密信息，未经 ATPI 事先书面同意，任何客户或任何旅行者不得披露或复制。机密信息不包括以下信息 (i) 在公共领域；(ii) 在披露时为客户或旅行者所知；或 (iii) 客户或旅行者在非保密的基础上从第三方合法获得。

14.2 客户和旅行者同意仅在使用服务时使用保密信息。

14.3 ATPI 有权就任何违反本条款的行为寻求禁制令的救援。

15. 责任的限制

15.1 在任何情况下，ATPI 均不对客户或旅客或任何第三方的任何使用、收入或利润损失或数据损失或价值缩减，或任何相应的、附带的、间接的、惩戒性的、特殊的或惩罚性的损害负责，无论是否因违反合同、侵权行为（包括疏忽）或其他原因引起，也无论该损害是否可预见，以及该方是否已被告知该损害的可能性，并且即使任何商定的或其他补救措施也未能达到其基本目的。

15.2 在任何情况下，ATPI 因每项订单认证而引起或与之有关的总责任，不论是因违反合同、侵权行为（包括疏忽）或其他原因而引起或与之有关，均不得超过就引起索赔的特定服务向 ATPI 支付的交易费用。

15.3 上述责任限制不适用于：(i) 因 ATPI 严重疏忽或故意不当行为导致的责任；(ii) 因 ATPI 的疏忽行为或不作为导致的死亡或身体伤害；以及 (iii) 任何其他不能依法排除的责任。

15.4 除本协议中明确规定的情况外，本服务是按“原样”和“拥有一切过错的基础下”的形式下提供的。



GENERAL TERMS OF BUSINESS

basis' and ATPI and its licensors expressly disclaim all other warranties of non-infringement, merchantability, satisfactory quality, accuracy and fitness for purpose. No oral or written advice or information provided by ATPI, its agents, employees of third party providers shall create a warranty and the Customer shall not be entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the Agreement.

15.5 ATPI shall have no liability to the Customer for the insolvency of, the acts or omissions of any Travel Service Provider arising out of or in connection with any Travel Services Agreement entered between a Travel Service Provider and a Customer, including but not limited to errors or bias in reservations, fares, or other information provided by any automated reservation system of the Travel Service Provider. In respect of all Travel Services, the terms and conditions contained in the Travel Service Agreement shall apply.

16 COMPLIANCE WITH LAWS

16.1 In performing its obligations under the Agreement, ATPI shall establish and maintain appropriate business standards, procedures and controls, including those to avoid any real or apparent impropriety or adverse impact on the interests of the Customer.

16.2 ATPI undertakes to:

- i. Comply with the terms of the Criminal Finances Act 2017;
- ii. comply with all applicable laws, regulations and sanctions relating to anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015 ("**Anti-Slavery Requirements**"); and
- iii. conducts its business in a manner that is consistent with all laws and regulations.

17 MISCELLANEOUS

17.1 ATPI reserves the right to alter or amend these Terms and Conditions at any time by written notice to the Customer.

17.2 If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17.3 A person who is not a party to this Agreement has no right to enforce any of its terms.

17.4 Provisions of the Agreement which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Confidential Information, 'laws of Mainland China' and to the 'Chinese Courts.'

ATPI 及其许可人明确表示不承担任何其他关于不侵权、适销性、质量满意、准确性和适用性的保证。

ATPI、其代理商、雇员或第三方供应商提供的任何口头或书面建议或信息均不构成保证，客户无权依赖任何此类建议或信息。本免责声明是本协议的一个基本条件。

15.5 ATPI 不对因旅行社与客户之间签订的任何旅游服务协议而引起的或与之相关的任何旅行社的破产、行为或不行为向客户承担任何责任，包括但不限于旅行社的任何自动预订系统所提供的预订、票价或其他信息的错误或偏差。对于所有旅游服务，按照旅游服务协议中的条款和条件。

16. 遵守法律

16.1 在履行协议规定的义务时，ATPI 应建立并保持适当的业务标准、程序和控制，包括避免任何实际或明显的不当行为或对客户利益的不利影响。

16.2 ATPI 承诺：

- i. 遵守 2017 年《刑事财务法》条款。
- ii. 遵守所有与反奴役和人口贩运有关的适用法律、法规和制裁措施，包括但不限于遵守《2015 年现代奴隶制法案》（"反奴隶制要求"）；以及
- iii. 以符合所有法律和法规的方式办理业务。

17. 杂项

17.1 ATPI 保留在任何时候以书面通知客户的方式改变或修订本条款和条件的权利。

17.2 如果协议的任何条款或规定在任何司法管辖区是无效的、非法的或不可执行的，这种无效性、非法性或不可执行性不应影响协议的任何其他条款或规定，或使这种条款或规定在任何其他司法管辖区无效或不可执行。

17.3 不是本协议一方的人无权执行本协议的任何条款。

17.4 本协议的规定，根据其性质应超出其条款的适用范围，在这些条款和条件的任何终止或到期后仍然有效，包括但不限于以下规定。机密信息、"中国大陆法律"和"中国法院"。



GENERAL TERMS OF BUSINESS

17.5 The Customer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of ATPI. Any purported assignment or delegation in violation of this Clause is null and void. No assignment or delegation relieves the Customer of any of its obligations under the Agreement.

17.6 These Terms and Conditions are solely for the benefit of the Customer and ATPI. It is not for the benefit of any other person, except for permitted successors and assigns.

17.7 The Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral in relation to the subject matter of the Agreement.

18 'LAWS OF MAINLAND CHINA' AND TO THE 'CHINESE COURTS'

18.1 All matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the laws of China.

18.2 The parties agree that any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the courts of China, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

18.3 The application of the United Nations Convention for the International Sale of Goods (CISG) is excluded.

In the event of any inconsistencies between the Mandarin and English translation, the English language shall prevail

Version: October 2021

17.5 未经 ATPI 事先书面同意，客户不得转让其在本协议下的任何权利或委托其承担任何义务。任何违反本条款的所谓转让或委托都是无效的。任何转让或委托都不能免除客户在本协议下的任何义务。

17.6 本条款和条件仅对客户和 ATPI 有利。除获准的继承人和受让人外，本条款不涉及任何其他人的利益。

17.7 本协议包括双方之间的全部协议，并取代所有先前或同期的谅解、协议、谈判、陈述和保证，以及与本协议主题有关的书面和口头沟通。

18. '中国大陆的法律'和'中国法院'。

18.1 由本协议引起的或与本协议有关的所有事项均受中国法律管辖，并根据中国法律释法。

18.2 双方同意，由本协议引起的或与本协议有关的任何法律诉讼、行动或程序应在中国法院办理，并且各方永久接受该法院对任何此类诉讼、行动或程序的专属管辖权。

18.3 排除应用联合国国际货物销售公约 (CISG) 。

如果普通话和英语的翻译有任何不一致的地方，以英语为准。

版本：2021年10月