

Terms of Use for the ZF Aftermarket Portal China (available under aftermarket.zf.com/cn)

采埃孚售后中国门户网站 (aftermarket.zf.com/cn) 使用条款

1 Scope of Application

适用范围

- 1.1 The following Terms of Use (“Terms”) govern the account registration and the subsequent access and use of the ZF Aftermarket Portal available under www.aftermarket.zf.com which provides a wide range of services related to ZF products and aftersales solutions via one centralised platform (“Portal”). The Portal is owned and operated by ZF Friedrichshafen AG (“ZF”).

以下使用条款（“本条款”）适用于采埃孚售后(ZF Aftermarket)门户网站账户注册、后续网站登录以及使用等行为。有关本条款的具体内容，请登录 www.aftermarket.zf.com 浏览。该网站通过集中平台（“门户网站”）提供了采埃孚产品和售后解决方案等方面的广泛服务。该门户网站由 ZF Friedrichshafen AG（“采埃孚”）拥有、运营。

- 1.2 Setting up a user account (“ZF Aftermarket Account”) is required to fully access and use the Portal. Those divisions of the Portal which require a ZF Aftermarket Account are intended for commercial use only (B2B). Any general terms and conditions which a commercial user might use do not apply to the use of the Portal even if ZF has not formally rejected them.

用户只有先设置用户账户（“采埃孚售后账户”），才能充分访问、使用门户网站。门户网站中的栏目需要通过登录采埃孚售后账户才能浏览的，为仅用于商业目的（B2B）的栏目。即使采埃孚没有正式拒绝，商业用户使用的任何通用条款与条件，也不适用于门户网站的使用行为。

- 1.3 These Terms are an integral part of a binding agreement between the user of the Portal and ZF (“Agreement”) and do not alter in any way the terms or conditions of any other agreement the user might have with ZF or any of its affiliates for products, services or otherwise. This Agreement can be concluded by registration of a ZF Aftermarket Account (as described in Section 3 below) or by otherwise accepting these Terms.

本条款构成用户与采埃孚订立的有约束力协议（“协议”）的一部分。用户与采埃孚或其任何关联方就产品、服务或其他事项订立任何其他协议的，本条款不以任何方式变更该等其他协议的条款或条件。用户可以通过注册采埃孚售后账户（相关具体规定，请参见以下第 3 条），或者通过接受本条款，来订立协议。

- 1.4 Any products, software, subscriptions or other services a user might purchase from ZF, its affiliates or third parties through the Portal are subject to other or additional terms and conditions that the user must accept upon making such purchase or subscription.

用户通过门户网站向采埃孚、其关联方或第三方购买的任何产品、软件、订购商品或其他服务，适用用户在从事该等购买或订购行为时，必须接受的其他或额外条款与条件。

2 Portal and Services

门户网站与服务

- 2.1 The Portal is designed to help aftermarket customers in their daily operations by offering different services for aftermarket sales. ZF will permit the user to access the Portal and use its functionalities according to these Terms. The range of available applications and contents may vary for the respective user depending on whether the user is registered with ZF and the affiliation with a specific user group.

门户网站通过提供不同的售后销售服务，帮助售后客户维持日常运营。采埃孚允许用户登陆门户网站，并根据本条款使用网站的各个功能。该等功能的适用范围和内容，可能因用户不同而有所差异，具体取决于用户是否在采埃孚网站注册，以及与特定用户团体的关联关系。

- 2.2 Publicly available functionalities may amongst others include product lists and catalogues, contact form, brochure order, service information, service network, PDF catalogues and access to web catalogues.

用户可以公开使用的功能包括产品清单和目录、联系表格、产品宣传册订阅、服务信息、服务标识、PDF 目录，以及网页目录获取等栏目。

- 2.3 Users with a ZF Aftermarket Account will also have access to more services and applications which may particularly include the ZF Services Partner Portal, Service Line, SDM, web shop as well as technical trainings and case management solutions, some of which might be subject to additional terms and conditions.

拥有采埃孚售后账户的用户，还可以获得更多的服务，访问更多的应用程序。该等服务和应用程序包括采埃孚服务合作伙伴门户网站、服务热线、SDM、线上商店，以及技术培训和案例管理解决方案，其中有一些可能需要适用额外的条款与条件。

- 2.4 For logged-in users with a ZF Aftermarket Account, the visibility and accessibility of contents, services and applications on the Portal might be arranged and organized according to the interests of the user taking into account his use of the Portal and the information supplied when signing up.

采埃孚可能在门户网站上安排、设计内容、服务及应用程序。拥有采埃孚售后账户的用户在登录门户网站后，能否浏览、获取这些内容、服务和应用程序，要取决于用户的兴趣、用户使用门户网站的情况，以及用户在注册时提供的信息。

- 2.5 ZF may, at its sole and exclusive discretion, change, alter, modify, add and / or remove any or whole parts of all content and other material on the Portal, including without limitation specific services, text, logos, illustrations, figures, graphics, photos, layout and any intellectual property contained on the Portal (“Contents”), or may suspend or discontinue the services or any features or functionalities provided through the Portal at any time without any prior notice or liability to the user.

采埃孚可以自行决定变更、变动、修改、增加和/或删除门户网站上的全部或部分内容及其他资料，包括但不限于门户网站上的特定服务、文本、标志、插图、数字、图表、图片、设计，以及任何知识产权（“内容”）；采埃孚可以随时暂时停止或中断提供采埃孚通过门户网站提供的服务、任何特征或功能，无需向用户发出通知，亦无需向用户承担任何责任。

- 2.6 ZF provides the Portal “as is”. ZF does not commit to any minimum availability of the Portal or any of its Contents.

采埃孚按“原样”提供门户网站。有关门户网站或其任何内容的可访问和可获取最低程度，采埃孚不作任何承诺。

3 Registration / ZF Aftermarket Account

注册/采埃孚售后账户

- 3.1 Setting up a ZF Aftermarket Account is necessary for accessing certain parts of the Portal. Consumers are not eligible for a ZF Aftermarket Account. The registration for a ZF Aftermarket Account is free of charge.

用户需要访问门户网站的某些内容的，需要首先设置采埃孚售后账户。消费者不能设置采埃孚售后账户。用户可以免费注册采埃孚售后账户。

- 3.2 Any user utilising or opening a ZF Aftermarket Account on behalf of a company, entity, or organisation (collectively, a "Subscribing Organisation") represents and warrants that he is the legal representative or an authorized representative of that Subscribing Organisation with the authority to bind such a Subscribing Organisation to these Terms, and that he agrees to these Terms and concludes the Agreement on behalf of such a Subscribing Organisation. In such a case these Terms refer to the Subscribing Organisation, which shall ensure that each individual user accessing and using the ZF Aftermarket Account and the Portal on behalf of the Subscribing Organisation complies with the obligations, limitations and restrictions contained herein.

任何代表公司、实体或组织（统称“订阅单位”）使用或设立采埃孚售后账户的用户陈述并保证：其是订阅单位的法定代表人或授权代表，有权让订阅单位受本条款的约束；其同意代表订阅单位遵守本条款并订立协议。就前述情形而言，本条款提及的订阅单位，应当确保每位代表订阅单位访问、使用采埃孚售后账户和门户网站的用户遵守本条款中的义务及各种限制性规定。

- 3.3 In order to sign up for a ZF Aftermarket Account the user shall provide certain information on himself and the Subscribing Organisation, which might include:

为了注册采埃孚售后账户，用户应当提供有关其自身和订阅单位的某些信息。该等信息可能包括：

- Company’s name, type, website and address;

公司名称、类型、网站和地址；

- User’s pre- and surname, email address, telephone and mobile numbers and field of activity.

用户姓名全称、电子邮箱地址、电话号码、移动电话号码和职业。

- 3.4 In order to finalise the registration, the user will be prompted to accept these Terms. By signing up for a ZF Aftermarket Account, the user invites ZF to make an offer to enter into the Agreement including these Terms. ZF will confirm receipt of the registration request by email and will send an activation link by email to the registrant. ZF may in its own discretion choose to decline a registration request. If ZF chooses to make an offer for the registration, ZF will send an email to the user and confirm that the registration was successful. In order to complete the registration, the user will be required to define a personal password which is required for the user to log into the ZF Aftermarket Account.

为了注册成功，用户需要接受本条款。用户注册采埃孚售后账户的，即表明其邀请采埃孚向其发出订立协议（包括本条款）的要约。采埃孚将通过电子邮件确认其接受用户注册，并通过电子邮件向注册用户发出激活链接。采埃孚可以自行决定，拒绝用户的注册请求。如果采埃孚选择发出注册要约，采埃孚将向用户发出电子邮件，向用户确认注册成功。为了注册成功，用户需要设置个人密码，以便登录采埃孚售后账户。

3.5 The following rules apply to the ZF Aftermarket Account

以下规则适用于采埃孚售后账户：

- All information provided by the user must be complete, accurate and truthful; any ZF Aftermarket Account information shall be held current by the user.

用户提供的任何信息必须完整、准确、真实；任何现有采埃孚售后账户信息均应当由用户持有；

- The ZF Aftermarket Account is personal and non-transferable. The registered user or, as the case maybe, the Subscribing Organisation may not assign, rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the ZF Aftermarket Account to any third party.

采埃孚售后账户具有专属性质，不得转让。注册用户或订阅单位（视具体情况而定），不得向任何第三方转让、出租、出借、转售、传播采埃孚售后账户，亦不得向第三方授予采埃孚售后账户的分许可。

- The password shall be kept confidential. The user is obliged to inform ZF immediately if he has reason to suspect that his password has been disclosed to or otherwise obtained by any third party (provided, for clarity, that anyone using the ZF Account on behalf of the Subscribing Organisation is not a “third party” for this purpose).

用户应当对密码保密。用户有理由怀疑密码已披露给第三方或者为第三方所知悉的（代表订阅单位使用采埃孚售后账户的任何人不是本款中所称的“第三方”），用户有义务立即向采埃孚发出通知。

3.6 The information provided during sign-up according to Sec. 3.3 will be stored in ZF's central CRM-System.

用户根据第 3.3 条在注册账户时提供的信息，将存放在采埃孚中央客户关系管理系统中。

3.7 ZF requires a re-confirmation of the provided information of the registered user after a period of one year, beginning with the last (re-)confirmation of the provided information (in the following also “expiration-period”). ZF will send to the registered user a first reminder to re-confirm the provided information for his ZF Account 60 days prior to the end of the expiration period. In case of no re-confirmation within a period of 30 days following the first reminder, ZF

will send a second reminder to the registered user to re-confirm the provided information for his ZF Account 30 days prior to the end of the expiration period. The user will be required to confirm his ZF Aftermarket Account information. In case the user does not confirm his ZF Account information within 30 days following second reminder at the latest, ZF is entitled to deactivate his ZF Account at the latest after a period of 30 days month following the second reminder. ZF might also delete the ZF Account after a reasonable period of time after its deactivation.

采埃孚会在注册用户上一次确认或再次确认其提供的信息后一年（“届满期间”），要求注册用户重新确认一次其提供的信息。采埃孚将在届满期间到期前 60 日，向注册用户发送邮件，提醒用户重新确认其在注册采埃孚账户时所提供的信息。用户没有在第一封提醒邮件发送后 30 日内，重新确认信息的，采埃孚将在届满期间到期前 30 日，向用户发送第二封邮件，提醒用户重新确认采埃孚售后账户信息。用户没有第二封提醒邮件发送后 30 日内，确认采埃孚账户信息的，采埃孚有权在该邮件发送后的 30 日到期后，停用注册用户的采埃孚账户。采埃孚还可以在停用后的合理期间到期后，删除该采埃孚账户。

4 Obligations of the User

用户的义务

4.1 In using the Portal, the user will not:

用户在使用门户网站时，不得具有以下任何行为：

- interfere or attempt to interfere with the proper workings of or any activities conducted on the Portal, or access or attempt to access the Portal with any bot, spider, crawler, or other automated system or process, or bypass robots.txt exclusion files or other measures as may be used to prevent or regulate access to the Portal;

干扰或试图干扰门户网站的正常运行或任何活动，使用僵尸程序、蜘蛛程序、网络爬虫、其他自动系统或程序、bypass robots.txt 排除文件，或者其他旨在防止或监控他人访问门户网站的技术，访问或试图访问门户网站；

- post, send or distribute any content that is defamatory, libellous, inaccurate, unlawful (including in violation of any applicable intellectual property, personality rights, youth protection or similar laws), or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

违反任何相关知识产权法、人格权保护法、未成年人保护法或类似法律，发布、发送或传播任何诽谤他人的信息、虚假信息或非法信息，或者可能被有理性的人认为是令人反感的消息、侵犯他人权利的信息、淫秽信息、骚扰信息、具有威胁性的信息、令人尴尬或不适当的信息、庸俗信息、令人生厌的信息、种族或民族方面的冒犯信息，或者其他不适当的信息；

- post, send or distribute any content that contains any viruses, adware, spyware, worms, or other malicious code or any content or file that may have the effect of compromising any security or access control feature of the Portal or of any functionality;

发布、发送或传播任何含有病毒、广告软件、间谍软件或其他恶意代码的信息，或者任何可能影响门户网站安全、访问控制特征或任何功能的信息；

- use reverse engineering regarding any aspect of the Portal or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Portal (except as otherwise expressly permitted by law);

对门户网站的任何方面采取反向工程措施，从事任何可能发现源代码的行为，或者在采埃孚采取旨在防止或限制访问门户网站任何区域、内容或代码的措施时，从事任何绕开或规避该等措施的行为，但法律明文许可的除外；

- attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Portal that the user is not authorized to access;

试图规避采埃孚采取的任何信息过滤技术，或者试图访问门户网站没有授权用户访问的区域；

- using the Portal for any illegal or unauthorized purpose or engaging in, encouraging, or promoting any activity that violates these Terms;

利用门户网站从事任何非法行为或未经授权的行为，或者从事、怂恿他人从事任何违反本条款的活动；

- impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the ZF Aftermarket Account of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Portal, or perform any other similar fraudulent activity;

假冒他人或实体，谎称与任何人或实体有关联关系，未经授权访问他人的采埃孚售后账户，伪造他人的数字签名，对通过门户网站传播的信息来源、信息特征或内容作虚假陈述，或者具有任何其他类似行为；

- send unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, chain letters and pyramid schemes, or harvest or collect email addresses or other contact information of other users from the Portal in particular for the purposes of sending spam.

未经邀请或授权，发送广告、业务招揽信息、推广材料、垃圾邮件、连锁邮件、传销信息，或者为了发送垃圾邮件，从门户网站收集其他用户的电子邮箱地址或其他联系信息。

5 Copyright and Trademarks

版权与商标

- 5.1 The Portal and the Contents are the intellectual property of ZF and – as the case maybe – protected by copyright laws, and other applicable laws of each country throughout the world. The user may not modify, adapt, translate or create derivative works based upon the Portal or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

门户网站和网站内容属于采埃孚的知识产权，并受全球任何国家的版权法及其他相关法律的保护。用户不得变更、改编、翻译门户网站或其任何一部分，不得创作任何基于门户网站或其任何一部分的作品，除非该等行为得到相关法律的明文许可。

- 5.2 All trademarks, logo marks, product / service names and trade names (“Trademarks”) appearing on this Portal are owned by ZF, affiliates or third parties and protected under the relevant laws, inter alia the Trademark Act, Act against Unfair Competition and the Commercial Code. The user may not use the Trademarks for labelling purposes without obtaining written permissions from the respective owner.

任何在门户网站上显示的商标、标志、产品/服务标志（“商标”），均属于采埃孚、其关联方或第三方所有，受相关法律、商标法、反不正当竞争法和商法典的保护。未经相关所有权人书面许可，用户不得将商标用于标签目的。

- 5.3 With respect to the content provided by the user and/or the Subscribing Organisation, the user and/or the Subscribing Organisation hereby grants ZF and its affiliates minimum and notwithstanding deviating stipulations in an individual case a non-exclusive, worldwide, permanent, royalty free license (which is sub-licensable at various levels) so that ZF and its affiliates has the right to (in whole or in part) use, reproduce, modify, adapt, publish, translate, distribute, execute and display user content or produce derivatives, and/or incorporate user content in other works in any form, media or by any technology known now or developed in the future.

用户和/或订阅单位向门户网站提供信息的，在此向采埃孚及其关联方授予该等信息的永久许可。该等许可为全球性的非排他性许可，免许可使用费，可以依据其授予各个层级的分许可，即使采埃孚或其他关联方在个别情况下，有偏离相关许可规定的情形。根据用户和/或订阅单位授予的许可，采埃孚及其关联方有权全部或部分使用、复制、修改、改编、公布、翻译、传播、实施、展示用户信息或创作衍生品，和/或以任何形式，通过任何任何媒介，使用任何目前或未来已知或开发的技术，将用户信息包含在其他作品中。

6 Liability

责任

- 6.1 The ZF Aftermarket Account and the Portal are provided free of charge, so that ZF is liable in accordance with statutory law only for wilful intent, gross negligence and fraudulent conduct.

采埃孚售后账户和门户网站属免费提供的服务，采埃孚仅对故意行为、重大过错行为、欺诈行为承担法律责任。

- 6.2 As far as a liability is excluded according to section 6.1., ZF does not warrant that: (i) the services will satisfy user's requirements; (ii) the services will not be interrupted, will be timely, secure and free of any errors; (iii) the results obtained by using the services will be accurate or reliable; or (iv) the quality of any products, services, data or other materials purchased or obtained by the user through the Portal will meet user's expectation. Any material downloaded or otherwise obtained through use of the Portal is done at user's sole discretion, and the user will be solely responsible for all associated risks. The user shall be solely responsible for any damage to user's computer system or any loss of data that results from the download of such materials.

根据第 6.1 条的责任排除规定，采埃孚对以下事项不作任何保证：(i)门户网站提供的服务会满足用户的需求；(ii)服务不会中断，能够及时提供，安全且不存在任何错误；(iii)利用服务所获得的结果准确或可以依赖；或(iv)用户通过门户网站购买或获得的产品、服务、数据或其他资料的质量，能够符合用户的预期。用户通过门户网站购买的或获得的资料，由用户酌情处理，相关风险由用户自行承担。因下载该等资料，导致用户的计算机或计算机系统受到损坏，或者数据遗失的，由用户自行负责。

- 6.3 No advice or information, whether oral or written, obtained from ZF or through or from the Portal shall create any warranty not expressly stated in this Agreement.

用户通过门户网站获得或者从门户网站获得任何口头或书面意见、信息，均不得导致采埃孚承担本协议没有明文规定的任何保证责任。

- 6.4 The user and/or the Subscribing Organisation will indemnify and hold ZF harmless for any and all expenses and damages, including reasonable market-rate attorneys' fees, incurred or suffered by ZF in connection with any culpable breach of these Terms, including any damages caused by any infringement of third party rights by the use of the Portal.

因用户违反本条款，导致采埃孚发生或遭受任何费用和损害赔偿（包括按合理市场费率计算的律师费），以及因用户通过使用门户网站，侵犯第三方权利，导致采埃孚发生任何损害赔偿的，用户和/或订阅单位将向采埃孚给予赔偿，并使采埃孚不承担任何责任。

7 Term and Termination

期限与终止

- 7.1 The Agreement is concluded for an indefinite period of time; however, it ends as soon as the user's ZF Aftermarket Account is deleted.

协议为永久期限的协议，但在用户的采埃孚售后账户予以删除时终止。

- 7.2 ZF may terminate the Agreement for cause without prior notice if the user (i) breaches any of the obligations stated in Sections 3, 4 or 5 of these Terms, or (ii) breaches any other obligations hereunder and does not remedy such breach upon a warning setting a reasonable time period for such remedy.

如果用户(i)违反本条款第3条、第4条或第5条中规定的任何义务；或(ii)违反本条款项下的任何其他义务，并且没有在采埃孚向其发出警告通知后的合理时间内采取补救措施的，采埃孚可以终止协议，不再另行通知用户。

- 7.3 The termination of the Agreement does not affect any additional agreements regarding the services and applications that may have been concluded through the Portal which may be terminated only in accordance with their respective terms.

协议终止的，并不影响采埃孚与用户通过门户网站就相关服务和应用订立的任何其他协议，该等其他协议仅能根据各自的条款终止。

8 Modification of Terms

条款修订

ZF reserves the right to modify these Terms at any time taking into account the justified interests of the user. ZF will inform the user of any proposed modification of these Terms, provide him with the proposed new version of these Terms and notify the user of the date when these new Terms will apply to the Agreement.

采埃孚在考虑用户的正当利益后，保留随时修订本条款的权利。采埃孚拟修订本条款的，将向用户发出通知，向用户提供拟定条款的新文本，并告知用户新条款适用于协议的时间。

Any modification of the Agreement is subject to a prior written notice or – at ZF’s sole discretion – notice in text form via Email or electronic means of not less than six weeks. If the user does not expressly refuse the respective modification within six weeks from the date on which the new Terms shall apply, the user is deemed to have approved the respective modification of the Agreement. In the aforementioned notice about the modification of the Terms, ZF will inform the user expressly and specifically about the right to object within the six weeks period and the consequences of not expressly refusing the proposed modification. In case the user objects, the Agreement will either continue under the previous conditions or – at the discretion of ZF – be terminated for cause by ZF. In the latter case, ZF might also delete the user’s ZF Aftermarket Account.

采埃孚修订协议的，需要提前至少六个星期向用户发出通知，或者依采埃孚酌情决定，通过电子邮件或其他电子方式，向用户发出文本格式的通知。用户没有在新条款生效日期后六个星期内，明确拒绝接受相关修订的，被视为已接受采埃孚对协议所作的相关修订。采埃孚将在前述有关修订条款的通知中，明确告知用户，用户有权在六个星期内拒绝接受修订条款，并告知用户，用户没有明确拒绝接受拟定修订条款所产生的后果。用户拒绝接受修订条款的，协议将根据此前的条款继续有效，或者依采埃孚酌情决定，被采埃孚终止。采埃孚终止协议的，还可以删除用户的采埃孚售后账户。

9 Miscellaneous

其他条款

- 9.1 Information on ZF’s use of personal data can be found in the Data Processing Information available at <https://aftermarket.zf.com/cn/en/aftermarket-portal/legal-information/data-processing-information/>.

有关采埃孚使用个人资料的相关信息，请在数据处理信息栏查阅 [<https://aftermarket.zf.com/cn/en/aftermarket-portal/legal-information/data-processing-information/>]。

- 9.2 These Terms are subject to German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

本条款适用德国法，不适用《联合国国际货物销售合同公约》。

- 9.3 If the user acts on behalf of a Subscribing Organisation which is an entrepreneur, public law entity or public law special fund, or if he is not a resident of Germany or gives up his residency in Germany after the Agreement is concluded, or if the user’s whereabouts are unknown at the time of filing a lawsuit, any and all disputes arising out of or in connection with these Terms and the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of Arbitration shall be Hong Kong.

如果用户代表订阅单位行事，且订阅单位为企业、公法实体或公法特殊基金的；用户不是德国居民，或者在协议订立后放弃德国居住权的；或者他人对用户提起诉讼时，用户下落不明的，则任何因本条款和协议产生的或与之有关的争议，均应当根据《国际商会仲裁规则》予以最终解决。仲裁庭由一位根据该规则指定的仲裁员组成。仲裁地点为香港。

- 9.4 The language of the Agreement is English. These Terms are also available in Chinese; however the English version controls in the event of any discrepancy.

协议以英文写就。本条款还备有中文版本。中文文本与英文文本有任何不一致的，以英文文本为准。

9.5 Should any provision of these Terms be deemed invalid, void or for any reasons unenforceable, the provision shall be deemed severable and shall not affect the validity of and enforceability of any remaining provisions.

本条款中的任何条款无效或因任何原因不可执行的，该等条款应当被视为可以分离的条款，不影响剩余条款的有效性和可执行性。

Last modified [February 09, 2018]

最近修订日期：[2018年2月9日]