



GENERAL TERMS OF BUSINESS

般商业条款

The Parties agree that these Terms and Conditions govern the Services provided to the Customer by ATPI (Shanghai) Travel Agency Limited ("ATPI").

双方同意本条款和条件规管着安迪倍（上海）旅行社有限公司 ("ATPI") 向客户提供的服务。

1. DEFINITIONS

- 1.1 **Agreement:** means the Fee Schedule, these Terms and Conditions, License Product Schedule (if applicable) and any Orders entered into between ATPI and the Customer.
- 1.2 **China or PRC:** means the People's Republic of China and for the purpose of the Agreement, shall exclude Hong Kong SAR, Macao SAR, and Taiwan.
- 1.3 **Chinese Personal Data** shall mean Personal Information collected or produced during the Customer's operations that is subject to the Chinese Data Laws.
- 1.4 **Confidential Information:** means any information disclosed in accordance with Clause 14 hereof.
- 1.5 **Customer:** means the client names listed in the Fee Schedule.
- 1.6 **Emergency Regulatory Issue:** means any current or future government regulation, requirement, or obligation or court rule, verdict, decision or order that: (i) subjects ATPI to any regulation, requirement or obligation not generally applicable to businesses operating in China; (ii) presents a hardship for ATPI to continue operating the Services without modification or necessary governmental formalities; or (iii) causes ATPI to reasonably believe the Services and/or the Agreement may conflict with such government regulation, requirement or obligation or court rule, verdict, decision or order.
- 1.7 **Fee Schedule:** means the Customer specific price list.
- 1.8 **Important Data:** shall mean the data that may endanger national security, economic operation, social stability, public health, and security once it is tampered with, destroyed, leaked, illegally obtained or illegally used, or closely related to China's national security, economic development, and public interests, and China's relevant national standards and guidelines for identification of important data shall apply mutatis mutandis to the specific scope of important data.
- 1.9 **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.
- 1.10 **Order Confirmation:** has the meaning given to it in Clause 6.1.
- 1.11 **Personal Information:** shall have the meaning ascribed to the term "personal information" under the PIPL, including sensitive personal information.
- 1.12 **Services:** means any providing travel management services, including but not limited to, arranging travel, accommodation services or combination thereof for the Customer through the Travel Service Providers that ATPI

1. 定义

- 1.1 **协定:** 指费用表、这些条款和条件、许可产品表（如适用）以及ATPI与客户之间签订的任何订单。
- 1.2 **中国:** 是指中华人民共和国，且为协议之目的，不包括香港特别行政区、澳门特别行政区和台湾地区。
- 1.3 **中国个人数据:** 是指客户于经营活动中收集或产生的受中国数据立法约束的个人信息。
- 1.4 **机密信息:** 是指按照第14条协议条款有所披露的任何信息。
- 1.5 **客户:** 指费用表中列出的客户姓名
- 1.6 **紧急监管事项:** 是指任何当前或未来的政府法规、要求或义务或法院规则、裁决、决定或命令，其 (i) 使得ATPI受限于不普遍适用于在中国经营业务的任何监管、要求或义务；(ii) 使得ATPI难以在不进行修改或履行必要政府手续的情况下继续经营服务；或者 (iii) 导致 ATPI合理认为服务和/或协议可能与该等政府法规、要求或义务或法院规则、裁决、决定或指令相冲突。
- 1.7 **费用表:** 指给客户的特定价格表。
- 1.8 **重要数据:** 是指一旦遭到篡改、破坏、泄露或者非法获取、非法利用等，可能危害中国国家安全、经济运行、社会稳定、公共健康和安全等的数据或与中国国家安全、经济发展、公共利益密切相关的数据。重要数据的具体范围参照适用中国重要数据识别相关国家标准和指南。
- 1.9 **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。
- 1.10 **订单认证:** 具有第6.1条协议条款赋予它的意义。
- 1.11 **个人信息:** 系指《个人信息保护法》项下“个人信息”的含义，包括敏感个人信息。
- 1.12 **服务:** 是指经过ATPI认可的旅行服务提供商为客户提供的任何旅行管理服务，包括但不限于订单确认中所述的安排旅行、住宿服务或其组合。



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agrees to provide to the Customer as described in an Order Confirmation.

1.13 **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.

1.14 **Traveller** means the Customer and/or any other natural person for whose benefit the Services have been booked or provided.

1.15 **Travel Service Provider** means collectively or any of, as the context so permits, third party providers of Travel Services from time to time.

1.16 **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.

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, nor shall they in any way modify the Agreement or bind ATPI, and are expressly excluded unless ATPI has expressly agreed in writing to their inclusion.

2.4 In the event of any conflict or inconsistencies between the Terms and Conditions and Fee Schedule, the Fee Schedule shall take precedence.

2.5 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 Confirmation 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.

1.13 **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(无论以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。

1.14 **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。

1.15 **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, 也可以不时指任一旅行服务供货商。

1.16 **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。

2.2 本协议适用于 ATPI 所提供的服务。旅游服务供应商所提供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 客户发出的任何采购订单、收据、确认或其他文件中包含或提到的任何条款和条件均不适用, 也不应以任何方式修改本协议或约束 ATPI, 并已被明确排除在外, 除非 ATPI 已以书面形式明确同意其包含在内。

2.4 如果条款和条件与收费表之间有任何冲突或不一致, 应以收费表为准。

2.5 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 应提供订单确认书中描述的服务, 或双方之间可能以书面形式达成的服务。客户特此同意购买服务, ATPI 同意出售服务。

3.2 客户确认 ATPI 有权聘请第三方履行或履行部分本协议下的服务。



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4. RESPONSIBILITY

Travel Services

- 4.1 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 issues the Order Confirmation, no contract has been formed between the Customer and Travel Service Provider.
- 4.2 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.
- 4.3 From time to time, ATPI transmits the necessary proceeds from the sale and booking of Travel 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

- 4.4 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, and they will be obliged to bear their own damage caused as a result.
- 4.5 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 Services and/or the Travel Services. Any and all damages caused as a result will be for the Customer and/or Traveller's account.
- 4.6 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 calendar 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.
- 4.7 If the Customer is in default of any provision of the Agreement and is unable to cure such default within a

4. 责任

旅游服务

- 4.1 如果ATPI負責向旅行服務提供者支付此類旅行服務的費用，則此類費用將包含在客戶應向ATPI支付的服務費用中。在ATPI發出訂單確認函之前，客戶與旅行服務提供者之間尚未形成任何合同。
- 4.2 ATPI 在向客戶或旅行者提供旅遊信息、預訂和出票及簽發其他文件時，不擔保或保證任何旅行服務供應商提供的旅遊服務。
- 4.3 ATPI 不時將銷售和預訂旅遊服務的必要收益轉賬給提供這些旅遊服務的旅行服務供應商。如果該旅行服務供應商在提供旅遊服務之前違約，而款項已付，則客戶和旅行者唯一可以追索退款的是違約的旅行服務供應商，或索取任何保障此類違約情況的保險賠償。

服务

- 4.4 客戶和旅客有義務遵守ATPI提供的所有指示，以確保服務能夠妥善提供（包括但不限於關於辦理登機手續的時間和轉機時間的指示），並對可能由其行為和/或疏忽造成的，或與之相關的任何和所有損害向ATPI和/或任何旅行服務供應商承擔責任，並且他們必須承擔由此造成的自己的損害。
- 4.5 如果旅客造成麻煩或騷擾，致使服務的提供受到嚴重影響或可能受到嚴重影響服務，而如果ATPI和/或旅行服務供應商預期不能在合理的情況下履行其職責和/或執行旅行服務，ATPI和/或旅行服務供應商可以將其排除在服務之外。由此造成的任何和所有損害將由客戶和/或旅客承擔。
- 4.6 客戶和 / 或旅行者有義務防止或限制任何損害（或任何進一步損害），包括但不限於應該儘快通知ATPI 任何投訴。對於有關 ATPI 預訂服務的投訴，必須在該服務結束後 30 日曆天內向 ATPI 呈交，而如果是有關旅程（交通或住宿）或活動未曾成行或發生的投訴，則必須在原本出發日或住宿日或活動日後的一個月內向 ATPI 提交。
- 4.7 如果客戶違反了本協議的任何規定，並且在收到書面通知（其中包含足夠的違約細節）後無法在合理的時間內糾正違約行為，ATPI 有權根據本協議的條



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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.

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

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 calendar 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.

5.7 Where ATPI is charged merchant fees by banks in instances where the Customer's lodged credit card is presented for payment by ATPI, such merchant fees will be passed on to the Customer.

6. CONFIRMATION AND DELIVERY

6.1 Once an order for Travel 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

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。

4.8 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

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 日历天内以书面形式向 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 将按每月比开具发票的国家现行银行间利率高出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。

5.7 如果 ATPI 在使用客户提供的信用卡进行支付的情况下，被银行收取手续费，则此类手续费将由客户承。

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 客户和旅客应负责验证订单确认中包含的所有资讯是否准确反映了所购买的旅行服务。如果订单确认



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Order Confirmation correctly reflects the Travel 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 the Customer and/or any other Traveller, including, without limitation, any personal data to the Travel Service Providers and ATPI group office(s), as may be required in performance of the Services. The Customer represents and warrants to ATPI that all Travellers have given the Customer the requisite authorizations to transfer all 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 holding of, or dealings with, any such information or as a result of any failure of the Customer to perform its obligations under the Chinese Data Laws. 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 Travel 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.

中包含的任何資訊不正確，客戶或旅行者必須在預訂的同一天聯繫ATPI以進行更正。

- 6.4 客戶在此同意，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。客户向旅行服务提供商和ATPI集团明示并保证，所有旅行者已经对将所有这些信息转让给ATPI 给予了客户必要的授权，任何旅行者就任何此类信息的转让、持有或处理的有关索赔，或由于客户未履行协议或中国数据立法规定的义务而产生的索赔，客户将对ATPI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。对于旅游服务提供商签发的其他旅行文件，将由客户和ATPI 安排送件或取件。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 客戶有責任確保他或她和其他旅行者在旅行前擁有適當的檔（例如當前和有效的護照、簽證和身份證），並確保他們滿足所有其他適用要求（例如疫苗接種），以進入所選目的地。客戶承認，在完成購買旅行服務之前，您有機會查看適用的檔和其他要求
- 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。



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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 direct or indirect charges 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

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 不负责因时间或行程变动而造成的工资损失、错过假期、或任何其他额外的直接或间接费用。

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询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，而该责任可能是有限的责任，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执行，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：



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- 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 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 to the original booking fee as well as any corresponding cancellation fee.
- 12.4 In the event that the Travel Service Provider makes 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.

13 PRIVACY AND COMMUNICATION

- 13.1 ATPI agrees that it shall comply with any laws, regulations, administrative rules, guidance, rules, orders, opinions and other legislative and regulatory documents, respectively, as amended, replaced or superseded from time to time with respect to data security, cybersecurity, privacy promulgated by applicable Chinese authorities, to which the parties hereto are subject, including without limitation, the *Civil Code of the PRC*, the *Personal Information Protection Law of the PRC* (“PIPL”), the *Data Security Law of the PRC*, the *Cybersecurity Law of the PRC*, and any revisions thereof (collectively referred to as “**Chinese Data Laws**”) concerning Chinese Personal Data that the Customer provides to ATPI.
- 13.2 The Customer agrees that in relation to the Chinese Personal Data provided by the Customer to ATPI for purposes of the Agreement, the Customer shall comply with the obligations as a controller of Chinese Personal Data as being a “Personal Information Handler” who is responsible for the proper handling of the Chinese Personal Data under the Chinese Data Laws.
- 13.3 ATPI shall comply with its obligations as an “Entrusted Party” under the PIPL and other applicable Chinese Data Laws with respect to the Chinese Personal Data that the Customer provides to ATPI and who is responsible for processing the Chinese Personal Data on behalf of and on the instructions of the Customer.
- 13.4 The Parties agree that the Customer shall be the controller of Chinese Personal Data which is the entity that determines the purpose and means by which Chinese Personal Data is to be processed and will pass the Chinese Personal Data to ATPI. The Parties further agree that ATPI shall be the data processor who processes the Chinese Personal Data on behalf of and on the instructions of the Customer, in accordance with the General Data Protection Regulation (Regulation (EU)

- 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，则付费表中规定的ATPI收费应当适用，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供者就更改 / 终止有关的任何相关费用。

13. 隐私和沟通

- 13.1 ATPI 同意遵守经不时修订、替换或取代的，约束本协议各方的由中国有关部门颁布的任何数据保护、网络安全或隐私法律、法规、行政法规、指南、规则、法令、意见和其他的立法和监管文件，包括但不限于《中华人民共和国民法典》、《中华人民共和国个人信息保护法》（“《个人信息保护法》”）、《中华人民共和国数据安全法》、《中华人民共和国网络安全法》及其前述法律法规的任何修订版（统称为“**中国数据立法**”）中有关客户向 ATPI 提供中国个人数据的部分。
- 13.2 就客户为协议之目的向 ATPI 提供的中国个人数据而言，客户应遵守其作为“个人信息处理者”相应的中国个人数据控制者的义务，有责任根据中国数据立法妥善处理中国个人数据。
- 13.3 对于客户向 ATPI 提供的中国个人数据，ATPI 应遵守《个人信息保护法》及其他适用的中国数据立法中有关“受托人”的义务，并负责根据客户的指示代表客户处理中国个人数据。
- 13.4 双方同意，客户为中国个人数据的控制人，即决定中国个人数据处理目的及方式的实体，并将某些中国个人数据传输给 ATPI。双方进一步同意，ATPI 为数据处理者，根据欧盟《通用数据保护条例》（2016/679）代表客户并根据客户的指示处理中国个人数据。



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- 2016/679).
- 13.5 ATPI shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Chinese Personal Data provided to ATPI by the Customer and against its accidental loss of such Chinese Personal Data.
- 13.6 ATPI shall only process Chinese Personal Data for the purposes of performing the Services in accordance with the Agreement and the Customer's instructions. For the avoidance of doubt, the Parties acknowledge that for the performance of the Services, it may be necessary for ATPI to share the Chinese Personal Data, as required, with other parties (e.g., airlines, consulate offices, etc.). Further, it may also be necessary for ATPI to divulge certain Chinese 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.
- 13.7 ATPI shall ensure that all personnel required to access the Chinese Personal Data are informed of the confidential nature of the Chinese Personal Data and comply with the obligations set out in the Agreement.
- 13.8 ATPI shall only process personal data outside China when required to complete the purpose of this Agreement or for its administrative purposes.
- 13.9 The Customer warrants and represents that they shall comply in all respects with their obligations as the Personal Information Handler under Chinese Data Laws, including but not limited to Clauses 13.10 to 13.16.
- 13.10 The Customer shall have obtained relevant consent from the data subjects to grant ATPI the right to process, store, access, use, transmit, copy, display, disclose, or modify Chinese Personal Data, as reasonably necessary for ATPI to provide the Services.
- 13.11 The Customer shall be responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of means of the Chinese Personal Data provided by the Customer and/or by the employees, officers, directors, members, successors, and affiliated companies of the Customer to ATPI for the purpose of the Services.
- 13.12 The Customer shall not provide or give ATPI access to any Important Data, national core data, or any other protected data or restricted data, each as described and defined under Chinese Data Laws.
- 13.13 The Customer shall notify ATPI in a timely manner if it knows or learns that the processing of any Personal Information violates the Chinese Data Laws.
- 13.14 The Customer shall comply, in accordance with the Chinese Data Laws, with a data access, correction, or deletion request within fifteen (15) business days after receiving such requests from the data subject or other relevant parties and notifying ATPI of such changes to the Chinese Personal Data in a prompt manner.
- 13.15 For the Personal Information of minors under the age of 13.5 ATPI 应采取适当的技术和组织措施，防止任何未经授权或非处理客户向 ATPI 提供的中国个人数据的情形，并防止该等中国个人数据意外丢失。
- 13.6 ATPI 应仅根据协议及客户指示，为履行服务之目的处理中国个人数据。为免疑义，双方确认，为履行服务，ATPI 可能需要按要求与其他方（例如航空公司、领事馆等）共享中国个人数据。此外，为国际航班承运人员信息预报系统及其他法律要求项下保护航空安全之目的，ATPI 可能有必要披露其预定旅行安排乘客的某些中国个人数据。
- 13.7 ATPI 应确保所有需要访问中国个人数据的人员被告知其保密性质，并遵守协议所规定的义务。
- 13.8 ATPI 应仅为本协议之目的或行政事务之目的在中国境外处理个人数据。
- 13.9 客户陈述并保证其应遵守中国数据立法项下作为个人信息处理者的所有义务，包括但不限于本协议第 13.10 条至第 13.16 条的规定。
- 13.10 客户应已获得相关数据主体的同意，以向 ATPI 授权 ATPI 提供服务所合理需要的处理、存储、查阅、使用、传送、复制、展示、披露或修改中国个人数据的权利。
- 13.11 客户应对客户和/或客户的雇员、管理人员、董事、成员、继受人和关联公司为协议项下服务之目的向 ATPI 提供的中国个人数据的准确性、质量、完整性、合法性、可靠性和适当性负责。
- 13.12 客户不得向 ATPI 提供也不得允许 ATPI 访问中国数据立法项下的任何重要数据、国家核心数据或任何其他受保护数据或受限制数据。
- 13.13 如果客户知悉对任何个人信息的处理违反了中国的立法，客户应及时通知 ATPI。
- 13.14 客户应根据中国数据立法，在收到数据主体或其他相关方提出的数据访问、更正或删除请求后的十五（15）个工作日内，遵守该等请求，并将该等中国个人数据的变更及时通知 ATPI。
- 13.15 对于未满十四（14）周岁的未成年人的个人信息，双方均同意对该等个人信息的处理需要进行更高级别的保护，且将仅提供服务范围内所需的必要的和最低限



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fourteen (14), the Parties agree that the processing of such Personal Information requires a higher level of protection, and only the essential and minimum Personal Information of minors required within the scope of Services will be provided. The Customer shall only collect and transfer such Personal Information to ATPI for processing in accordance with Chinese Data Laws, with the express consent of parents or other guardians, or as necessary to protect the rights and interests of minors.

- 13.16 ATPI shall keep the Chinese Personal Data for a period of two (2) years, which the Parties agree does not exceed what is required for the purposes for which the Chinese Personal Data is collected under this Agreement, unless otherwise directed by the Customer in accordance with the applicable Chinese Data Laws.
- 13.17 Without prejudice to any clauses in this Agreement, ATPI may immediately suspend, terminate, withhold, or disable access to the Services, in whole or in part, at any time, with or without notice, if ATPI reasonably concludes there is an Emergency Regulatory Issue.

14 CONFIDENTIAL INFORMATION

- 14.1 All non-public, confidential or proprietary 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

度的未成年人个人信息。客户应仅在符合中国数据立法、获得父母或其他监护人明确同意下，或出于保护未成年人权益之目的的必要情况下，收集并向 ATPI 传输该等个人信息进行处理。

- 13.16 双方同意，ATPI 对中国个人数据的保存期限为两（2）年，除非客户根据相关适用的中国数据立法另有指示，该等保存期限不得超过在协议项下收集中国个人数据之目的所需要的期限。
- 13.17 在不影响本协议任何条款的前提下，如果 ATPI 合理地认为存在紧急监管事项，ATPI 可随时全部或部分中止、终止、拒绝或关闭服务的全部或部分，无需发出通知。

14. 保密信息

- 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、规诫性的、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



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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 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 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 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 Comply with the terms of the Criminal Finances Act 2017 conduct its business in a manner that is consistent with all applicable 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

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上" 的形式下提供的，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应予适用。

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：遵守 2017 年《刑事财务法》条款以及以符合所有适用法律和法规的方式开展业务。

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



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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 under it.
- 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, Governing Law and Submission to Jurisdiction.
- 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 'GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 18.1 All matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the laws of the People's Republic 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 People's Courts of China, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

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

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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 非本協議締約方的人無權執行本協議項下的任何條款。
- 17.4 本协议中性质上应超出其条款适用范围的条款，将在这些条款和条件的任何终止或过期后继续有效，包括但不限于以下条款：机密信息、适用法律和提交管辖权。
- 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. 适用法律及纠纷管辖

- 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，并根据中华人民共和国法律解释。
- 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的人民法院办理，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。

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。

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