GENERAL TERMS OF BUSINESS
般业务条款

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

1 DEFINITIONS

1.1 **Agreement:** means the Fee Schedule, these Terms and Conditions and any Orders entered into between Direct Travel 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 11 hereof.

1.5 **Customer**: means the client names listed in the Fee Schedule.

1.6 **Customer Data**: means data submitted by or on behalf of Customer in connection with the Services, excluding anonymised and aggregated data.

1.7 **Emergency Regulatory Issue**: means any current or future government regulation, requirement, or obligation court rule or, verdict, decision or order that: (i) subjects Direct Travel to any regulation, requirement or obligation not generally applicable to businesses operating in China; (ii) presents a hardship for Direct Travel to continue operating the Services without modification or necessary governmental formalities; or (iii) causes Direct Travel 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

1.8 **Fee Schedule**: means the Customer specific price list.

1.9 **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.

1.10 **Licensed Technology**: means Direct Travel proprietary software and any third-party technology provided by Direct Travel to Customer that enables travel planning, booking, modification of travel arrangements or related

双方同意，本条款和条件适用于安迪倍（上海）旅行社有限公司（**"Direct Travel"**）向客户提供的服务

1 定义

1.1 **协议**：指费用表、本条款和条件，以及Direct Travel与客户之间签订的任何订单。

1.2 **中国或中国境内**：指中华人民共和国大陆地区；就本协议而言，不包括香港特别行政区、澳门特别行政区和台湾省。

1.3 **中国个人数据**：指客户在经营活动中收集或产生的、受中国数据法律约束的个人信息。

1.4 **保密信息**：指根据本协议第11条披露的任何信息。

1.5 **客户**：指费用表中列明的客户。

1.6 **客户数据**：指客户或其代表就服务提交的数据，但不包括匿名化及汇总数据。

1.7 **紧急监管事项**：指任何现行或未来的政府法规、要求、义务、法院规则、裁决、决定或命令，若其：(i) 使Direct Travel受到通常不适用于在中国经营企业的监管、要求或义务；(ii) 导致Direct Travel在不修改服务或未履行必要政府手续的情况下难以继续提供服务；或(iii) 使Direct Travel有合理理由认为服务和/或协议可能与该等规定相冲突。

1.8 **费用表**：指适用于客户的专属价格表。

1.9 **重要数据**：指一旦遭到篡改、破坏、泄露、非法获取或非法使用，可能危害国家安全、经济运行、社会稳定、公共健康和安全，或与中国国家安全、经济发展及公共利益密切相关的数据；其具体范围参照中国有关重要数据识别的国家标准和指南。

1.10 **许可技术**：指Direct Travel的专有软件，以及Direct Travel向客户提供的、可用于差旅计划、预订、变更差旅安排或相关旅行服务的任何第三方技术。

1.11 **订单确认**：具有第6.1条所赋予的含义。

1.12 **个人信息**：具有《中华人民共和国个人信息保护法》项下"个人信息"的含义，包括敏感个人信息。

1.13 **服务**：指Direct Travel同意通过旅行服务提供商向客户提供并在订单确认中载明的任何差旅管理服务，包括但不限于安排交通、住宿服务或其组合。

1.14 **旅行协议**：指客户与旅行服务提供商之间以行程预订确认形式订立的协议，据此，旅行服务提供商按照旅行协议适用的条款和条件向客户提供旅行服务。

1.15 **旅客**：指客户和/或为其利益预订或提供服务的任何其

Travel Services.

1.11 **Order Confirmation**: has the meaning given to it in Clause 6.1.

1.12 **Personal Information**: shall have the meaning ascribed to the term "personal information" under the PIPL, including sensitive personal information.

1.13 **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 Direct Travel agrees to provide to the Customer as described in an Order Confirmation.

1.14 **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.

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

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

1.17 **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 Direct Travel 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 Direct Travel. 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 Direct Travel 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 Direct Travel, and are expressly excluded unless Direct Travel 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

他自然人。

1.16 **旅行服务提供商**：**根据上下文**，统指或分别指不时提供旅行服务的第三方提供商。

1.17 **旅行服务**：**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、酒店住宿及租车服务

2 适用范围

2.1 Direct Travel **同意按照本**协议条款向客户提供服务。

2.2 **本**协议适用于Direct Travel**所提供的服**务。旅行服务提供商提供的旅行服务，受旅行服务提供商与客户之间订立的旅行协议之条款约束，Direct Travel应向客户提供该等旅行协议。

2.3 **客**户签发的任何采购订单、确认函、确认文件或其他文件中所载或援引的任何条款和条件，均不适用，亦不得以任何方式修改本协议或对Direct Travel产生约束力；除非Direct Travel**以**书面形式明确同意纳入该等条款和条件，否则均予以明确排除。

2.4 **如本条款和条件与**费用表存在冲突或不一致，以费用表为准。

Schedule, the Fee Schedule shall take precedence.

2.5 These Terms and Conditions shall remain in full force and effect for an initial term of four (4) years and shall thereafter automatically renew for successive one (1) year periods unless either party provides six (6) months' prior written notice of non-renewal or termination.

3 SERVICES

3.1 Direct Travel 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 Direct Travel agrees to sell, the Services.

3.2 The Customer acknowledges that Direct Travel is entitled to engage third parties for performance or part thereof, of the Services under the Agreement.

4 RESPONSIBILITY

Travel Services

4.1 Where Direct Travel 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 Direct Travel for the Services. Until such time as Direct Travel 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, Direct Travel does not guarantee or insure the Travel Services to be provided by any Travel Service Provider.

4.3 From time to time, Direct Travel 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 Direct Travel 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 Direct Travel 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

2.5 本条款和条件的初始有效期为四（4）年。初始有效期届满后，本条款和条件将自动按连续一（1）年期限续展；除非任何一方提前六（6）个月向另一方发出书面通知，表示不再续展或终止本条款和条件。

3 服务

3.1 Direct Travel 应提供订单确认中所述的服务，或双方另行书面约定的服务。客户同意购买且Direct Travel同意提供该等服务。

3.2 客户确认，Direct Travel有权聘请第三方履行本协议项下的全部或部分服务。

4 责任

旅行服务

4.1 如DirectTravel负责向旅行服务提供商支付相关旅行服务费用，该等费用将计入客户就服务应向Direct Travel支付的款项。在Direct Travel签发订单确认之前，客户与旅行服务提供商之间不成立任何合同。

4.2 Direct Travel在向客户或旅客提供旅行信息、办理预订及签发机票和其他文件时，不对任何旅行服务提供商所提供的旅行服务作出保证或承保。

4.3 Direct Travel会不时将销售和预订旅行服务所得的必要款项转付给提供相关旅行服务的旅行服务提供商。如该旅行服务提供商在提供已付款的旅行服务前违约，客户及旅客唯一且专有的追索权应针对该违约的旅行服务提供商，或承保此类违约的保险或类似保障。

服务

4.4 客户及旅客有义务遵守Direct Travel为确保服务得到适当提供而发出的全部指示，包括但不限于有关办理登机手续时间和中转时间的指示。对于因其作为和/或不作为所导致或与之相关的任何损失，客户及旅客应向Direct Travel和/或旅行服务提供商承担责任，并自行承担由此造成的自身损失。

4.5 如旅客造成滋扰或妨碍，致使服务的正常提供受到或可能受到重大影响，且不能合理要求Direct Travel和/或旅行服务提供商继续履行其义务或提供服务和/或旅行服务，Direct Travel和/或旅行服务提供商可拒绝继续向该旅客提供服务。由此产生的任何损失均由客户

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 Direct Travel and/or the Travel Service Provider if Direct Travel 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 Direct Travel as quickly as possible of any complaints. Complaints with respect to a reservation made by Direct Travel must be submitted to Direct Travel 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 reasonable time after receiving written notice (which contains sufficient particulars of the default), Direct Travel 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, Direct Travel 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, Direct Travel will be entitled to terminate the Agreement, Services or part thereof by means of a written notification to the Customer at any time.

Software License and Third Party Technology Terms

4.9 Direct Travel grants the Customer a nonexclusive, non-transferable, revocable license to access and use the Licensed Technology solely for the Customer's internal business purposes. All other rights not granted are reserved. All intellectual property rights in and to the Licensed Technology remain vested in Direct Travel or its licensors. No ownership rights are transferred to the Customer. Customer shall not remove or alter any proprietary notices.

4.10 The Customer shall not copy, modify, reverse engineer, create derivative works, integrate the Licensed Technology with other systems without approval, distribute, rent, sublicense, assign, or provide access to third parties. Customer shall

和/或旅客承担。

4.6 客户和/或旅客有义务防止或限制任何损失或损失的进一步扩大，包括但不限于尽快将任何投诉通知Direct Travel。与Direct Travel所作预订有关的投诉，应在服务结束后30个日历日内提交；如相关行程、交通、住宿或活动未实际发生，则最迟应在原定出发日、住宿日或活动日后一个月内提交。

4.7 如客户违反本协议任何条款，且在收到载有充分违约详情的书面通知后未能在合理期限内补救，Direct Travel有权依照本协议条款终止本协议、服务或其任何部分。如客户仍未完成补救，Direct Travel将发送书面通知，确认终止本协议、服务或其任何部分。

4.8 如发生不可抗力事件，Direct Travel有权随时以书面通知客户的方式终止本协议、服务或其任何部分。

软件许可及第三方技术条款

4.9 Direct Travel授予客户一项非独占、不可转让且可撤销的许可，仅供客户为其内部业务目的访问和使用许可技术。未明确授予的其他一切权利均予保留。许可技术的全部知识产权仍归Direct Travel或其许可方所有，不向客户转让任何所有权。客户不得删除或更改任何权利声明。

4.10 客户不得复制、修改、反向工程、创作衍生作品、未经批准将许可技术与其他系统集成、分发、出租、再许可、转让许可技术，亦不得向第三方提供访问权限。客户不得引入非法或有害内容，亦不得规避安全控制措施。客户负责妥善保护访问凭证，并须将任何未经授权的访问通知Direct Travel。Direct Travel可在发出通知后开展合理的合规审计。

4.11 许可技术可能包含第三方网站或资源的链接。Direct Travel不对该等网站或资源的可用性、准确性或内容负责，客户应自行承担使用该等资源的风险。

Concur：使用权范围包括中国和日本。

Conferma：使用IE7/IE8、Chrome、Firefox 3.5、Safari 4或Opera 10可获得最佳浏览效果；较早版本的浏览器（包括IE6）仍可运行。

客户须自行与其优选的商业支付卡提供商保持有效协议。

4.12 许可技术如有可用更新，可能产生额外费用，Direct Travel将事先通知客户。本协议并不自动赋予客户获得该等更新的权利。Direct Travel将在正常办公时间内提供支持。

not introduce unlawful or harmful content or circumvent security controls. Customer is responsible for protecting access credentials and must notify Direct Travel of any unauthorized access. Direct Travel may conduct reasonable compliance audits on notice.

4.11 The Licensed Technology may include links to third-party websites or resources. Direct Travel is not responsible for their availability, accuracy, or content, and the Customer uses such resources at their own risk.

Concur: Rights of use include China and Japan.

Conferma: The service is best viewed using IE7/IE8, Chrome, Firefox 3.5, Safari 4, or Opera 10, though earlier browsers (including IE6) remain operational.

The Customer must maintain its own agreement with a preferred commercial charge-card provider.

4.12 Any updates to the Licensed Technology when available may incur additional charges which will be notified in advance. Nothing in this Agreement automatically entitles the Customer to such updates. Direct Travel will provide support during normal office hours.

4.13 The Customer acknowledges that third-party technology providers may process personal data under their own privacy policies. Customer is responsible for ensuring it has a lawful basis to submit or process personal data through the Licensed Technology.

4.14 Direct Travel may suspend or terminate access to the Licensed Technology if Customer breaches this Agreement or if use threatens system integrity or security. Upon termination, Customer must cease use and delete all copies.

4.15 The Customer shall comply with all applicable export-control, sanctions and trade-compliance laws in connection with its use of the Licensed Technology and shall not export, re-export or allow access to the Licensed Technology in violation of such laws.

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 including 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 Direct Travel to the Customer must be submitted by the Customer to Direct Travel 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 Direct Travel under this Agreement.

4.13 客户确认，第三方技术提供商可能依据其各自的隐私政策处理个人数据。客户负责确保其通过许可技术提交或处理个人数据具有合法依据。

4.14 如客户违反本协议，或其使用行为威胁系统完整性或安全性，Direct Travel可暂停或终止客户对许可技术的访问。终止后，客户须停止使用并删除全部副本。

4.15 客户使用许可技术时，应遵守所有适用的出口管制、制裁及贸易合规法律，不得违反该等法律出口、再出口许可技术或允许他人访问许可技术。

5 定价与付款

5.1 除非另有说明，费用表中所列全部价格均以费用表载明的币种计价，并包含增值税。

5.2 付款条款以费用表所载内容为准。付款期限为本协议的重要条款。

5.3 客户如对Direct Travel收取的任何款项有异议，须自订单确认之日起14个日历日内以书面形式向Direct Travel提出，并提供异议依据。如未在上述期限内提出异议，订单确认所证明的购买交易即对客户具有约束力。

5.4 客户按时向Direct Travel付款是本协议的重要条件。

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, Direct Travel shall charge interest at 0.05% per day from the due date until payment is made in full.

5.6 Direct Travel has certain agreements in place with Travel Service Providers/ travel intermediaries, under which Direct Travel is entitled to compensation and/or other benefits. Such compensations/benefits are for the sole benefit of Direct Travel.

5.7 Where Direct Travel is charged merchant fees by banks in instances where the Customer's lodged credit card is presented for payment by Direct Travel, 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 Direct Travel 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 Travel Services purchased. If any of the information contained in an Order Confirmation is incorrect, the Customer or the Traveller must contact Direct Travel on the same day on which the booking is made in order to have it corrected.

6.4 The Customer hereby agrees that Direct Travel 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 Direct Travel group office(s), as may be required in performance of the Services. The Customer represents and warrants to Direct Travel that all Travellers have given the Customer the requisite authorizations to transfer all such information to Direct Travel, the Customer hereby indemnifying Direct Travel 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, Direct Travel will

5.5 在不影响Direct Travel可能享有的任何其他权利的前提下，如客户未在到期日支付本协议项下任何到期应付款项，Direct Travel有权自到期日起按每日0.05%的利率计收利息，直至全部款项付清。

5.6 Direct Travel与部分旅行服务提供商和/或旅行中介订有协议，据此Direct Travel有权获得报酬和/或其他利益。该等报酬和/或利益仅归Direct Travel享有。

5.7 如Direct Travel使用客户的集中结算信用卡付款并因此被银行收取商户手续费，该等商户手续费将由客户承担。

6 确认与交付

6.1 旅行服务订单确认且付款完成后，客户及视情况而定的旅客将收到确认电子邮件，其中载有确认编号（"订单确认"）。客户及旅客须妥善保存订单确认。

6.2 客户应及时向 Direct Travel 提供其自身及任何其他旅客所需的信息，包括另行要求的任何补充信息。

6.3 客户及旅客负责核实订单确认中所载全部信息是否准确反映其购买的旅行服务。如订单确认中的任何信息有误，客户或旅客须在预订当日联系Direct Travel予以更正。

6.4 客户同意，为履行服务之需要，Direct Travel有权向旅行服务提供商及Direct Travel集团办公室提供有关客户和/或任何其他旅客的信息，包括但不限于个人数据。客户向Direct Travel声明并保证，所有旅客均已向客户授予将该等信息传输给Direct Travel所需的授权。对于任何旅客因该等信息的传输、持有或处理，或因客户未履行中国数据法律项下义务而提出的任何索赔，客户应赔偿Direct Travel并使其免受损害。如客户不允许提供该等信息或在此方面违约，Direct Travel不对因其或其代表无法及时通知旅客而导致的任何延误和/或其他损失承担责任。

6.5 电子客票将通过电子邮件交付。对于旅行服务提供商签发的其他旅行文件，客户与Direct Travel应另行安排交付或领取事宜。如客户选择快递交付任何文件，相关快递费用由客户承担。客户及旅客负责遵守旅行服务提供商适用的领取条件，并对此承担责任。

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 Direct Travel.

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 Direct Travel. 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.

8 INSURANCE

8.1 Direct Travel 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.

9 AMENDMENTS, CANCELLATION AND CHANGES

9.1 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. Direct Travel shall, within a reasonable time after such request, provide a written

7 客户责任与文件

7.1 客户负责确保其本人及其他旅客在出行前持有适当的旅行证件，例如现行有效的护照、签证和身份证件，并符合进入所选目的地的所有其他适用要求，例如疫苗接种要求。客户确认，其在完成旅行服务购买前已有机会审阅适用的证件及其他要求。

7.2 前往其他国家的航空旅行受中国与其他国家政府之间的各项公约和协议管辖，该等公约和协议构成旅行协议的一部分。

7.3 客户负责了解目的地国家的相关法律和风俗。客户确认，目的地的生活标准和惯例，以及公用设施、服务和住宿的标准与条件，可能与中国不同。

8 保险

8.1 Direct Travel 建议客户及任何旅客自费购买一般旅行保险，以保障行程取消或中断、医疗与伤害、死亡以及行李丢失或损坏等风险。

9 修订、取消与变更

9.1 如任何一方希望变更或取消订单确认中载明的服务范围或履行方式，应将拟议变更的详细内容书面提交另一方。Direct Travel应在收到请求后的合理期限内向客户提供书面估算，说明：

因该等变更而对旅行服务及服务费用和其他收费作出的任

estimate to the Customer of: any necessary variations to the fees and other charges for the Travel Services and Services arising from the change; the likely effect of the change on the Travel Services and Services; and any other impact the change might have on the performance of the Agreement.	何必要调整； 该等变更可能对旅行服务及服务产生的影响；以及 该等变更可能对本协议履行产生的任何其他影响。
9.2 Promptly after receipt of the written estimate, the Customer shall advise Direct Travel if it wishes to proceed with such change or cancellation.	9.2 客户收到书面估算后，应及时告知Direct Travel是否希望继续实施该等变更或取消。
9.3 If the Customer wishes to cancel a Travel Agreement in whole or part, the Direct Travel fees as set out in the Fee Schedule shall apply, both to the original booking fee as well as any corresponding cancellation fee.	9.3 如客户希望全部或部分取消旅行协议，应按照费用表支付Direct Travel费用，包括原预订费及任何相应的取消。
9.4 In the event that the Travel Service Provider makes changes to, or terminates a Travel Agreement, Direct Travel 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.	9.4 如旅行服务提供商变更或终止旅行协议，Direct Travel不对此向客户承担责任；客户同意支付旅行服务提供商就该等变更或终止收取的任何相关费用。
10 PRIVACY AND COMMUNICATION	**10 隐私与沟通**
10.1 Direct Travel 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 Direct Travel.	10.1 对于客户向Direct Travel提供的中国个人数据，Direct Travel同意遵守适用于双方并由中国主管机关不时颁布、修订、替代或取代的有关数据安全、网络安全及隐私的法律、法规、行政规章、指引、规则、命令、意见及其他立法和监管文件，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》及其任何修订（合称"中国数据法律"）。
10.2 The Customer agrees that in relation to the Chinese Personal Data provided by the Customer to Direct Travel 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.	10.2 客户同意，就其为本协议目的向Direct Travel提供的中国个人数据，客户应作为中国个人数据的控制者及中国数据法律项下负责妥善处理中国个人数据的"个人信息处理者"，履行相应义务。
10.3 Direct Travel 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 Direct Travel and who is responsible for processing the Chinese Personal Data on behalf of and on the instructions of the Customer.	10.3 对于客户向Direct Travel提供的中国个人数据，Direct Travel应履行《个人信息保护法》及其他适用中国数据法律项下"受托人"的义务，并按照客户的指示代表客户处理该等中国个人数据。
	10.4 双方同意，客户为中国个人数据的控制者，负责决定中国个人数据处理的目的和方式，并将中国个人数据提供给Direct Travel。双方进一步同意，Direct Travel为数据处理者，依据《通用数据保护条例》（欧盟条例2016/679）代表客户并按照客户指示处理中国个人数据。

10.4 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 Direct Travel. The Parties further agree that Direct Travel 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) 2016/679).

10.5 Direct Travel shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Chinese Personal Data provided to Direct Travel by the Customer and against its accidental loss of such Chinese Personal Data.

10.6 Direct Travel 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 Direct Travel to share the Chinese Personal Data, as required, with other parties (e.g., airlines, consulate offices, etc.). Further, it may also be necessary for Direct Travel 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.

10.7 Direct Travel 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.

10.8 Direct Travel shall only process personal data outside China when required to complete the purpose of this Agreement or for its administrative purposes.

10.9 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 10.10 to 10.16.

10.10 The Customer shall have obtained relevant consent from the data subjects to grant Direct Travel the right to process, store, access, use, transmit, copy, display, disclose, or modify Chinese Personal Data, as reasonably necessary for Direct Travel to provide the Services.

10.11 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,

10.5 Direct Travel应采取适当的技术和组织措施，防止客户提供的中国个人数据遭到未经授权或非法处理，以及发生意外丢失。

10.6 Direct Travel仅可为按照本协议及客户指示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，Direct Travel**可能需要按要求与其他主体共享中国个人数据，例如航空公司、**领事机构等。此外，为依据旅客预先信息系统及其他法律要求保障航空安全，Direct Travel**亦可能需要披露已**为其预订旅行安排的旅客的特定中国个人数据。

10.7 Direct Travel应确保所有需要访问中国个人数据的人员均已知悉该等数据的保密性质，并遵守本协议所规定的义务。

10.8 Direct Travel仅在为实现本协议目的或开展其行政管理所必需时，方可在中国境外处理个人数据。

10.9 **客**户声明并保证，其将在所有方面履行中国数据法律项下作为个人信息处理者的义务，包括但不限于第**10.10条至第**10.16**条**。

10.10 **客**户应已取得数据主体的相关同意，以授予Direct Travel**在**为提供服务而合理必要的范围内处理、存储、访问、使用、传输、复制、展示、披露或修改中国个人数据的权利。

10.11 对于客户和**/或其**员工、高级职员、董事、成员、继承人及关联公司为服务目的向Direct Travel**提供的中国个人数据，客**户应对其准确性、质量、完整性、合法性、可靠性及所采用方式的适当性负责。

10.12 **客**户不得向Direct Travel**提供任何重要数据、国家核心数据或中国数据法律所述及定**义的任何其他受保护或受限制数据，亦不得允许Direct Travel访问该等数据。

10.13 **如客**户知悉或获悉任何个人信息处理活动违反中国数据法律，应及时通知Direct Travel。

10.14 **客**户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，应依照中国数据法律在十五（15）**个工作日内予以**处理，并及时将中国个人数据的相关变更通知Direct Travel。

10.15 对于不满十四（14）**周**岁未成年人的个人信息，双方同意应给予更高程度的保护，且仅提供服务范围内必要的、最少的未成年人个人信息。客户仅可在取得父母或其他监护人的明确同意，或为保护未成年人权益所必需的情况下，依照中国数据法律收集该等个人信

successors, and affiliated companies of the Customer to Direct Travel for the purpose of the Services.

10.12 The Customer shall not provide or give Direct Travel 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.

10.13 The Customer shall notify Direct Travel in a timely manner if it knows or learns that the processing of any Personal Information violates the Chinese Data Laws.

10.14 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 Direct Travel of such changes to the Chinese Personal Data in a prompt manner.

10.15 For the Personal Information of minors under the age of 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 Direct Travel 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.

10.16 Direct Travel 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.

10.17 Without prejudice to any clauses in this Agreement, Direct Travel may immediately suspend, terminate, withhold, or disable access to the Services, in whole or in part, at any time, with or without notice, if Direct Travel reasonably concludes there is an Emergency Regulatory Issue.

11 CONFIDENTIAL INFORMATION

11.1 All non-public, confidential or proprietary information of Direct Travel, 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 Direct Travel to any Customer or any Traveller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether

息并将其传输给Direct Travel处理。

10.16 Direct Travel应将中国个人数据保存两（2）**年。双方同意**，该保存期限不超过实现本协议项下收集中国个人数据之目的所必需的期限，但客户依照适用中国数据法律另有指示的除外。

10.17 **在不影响本**协议任何条款的前提下，如Direct Travel **合理**认定存在紧急监管事项，其可随时在通知或不通知客户的情况下，立即全部或部分暂停、终止、停止提供服务或禁用服务访问权限。

11 保密信息

11.1 Direct Travel**向任何客**户或旅客披露的所有非公开、保密或专有信息，包括但不限于商业秘密、技术、与业务运营及战略有关的信息，以及与客户、定价和营销有关的信息（合称**"保密信息"**），**无**论以口头、书面、电子或其他形式或媒介披露或访问，亦无论是否标明、指定或以其他方式标识为**"保密"**，**凡与提供服**务有关，均属保密信息；未经Direct Travel**事先**书面

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 Direct Travel. 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.

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

11.3 Each Party shall be entitled to seek injunctive relief for any violation of this clause.

12 LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL DIRECT TRAVEL 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.

12.2 IN NO EVENT SHALL DIRECT TRAVEL'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 DIRECT TRAVEL FOR THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

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

12.4 Except as expressly set out in this Agreement, the Services and Licensed Technology are provided on an 'as is' and 'with all faults basis' and Direct Travel 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 Direct Travel, its agents, employees of third party

同意，任何客户或旅客均不得披露或复制。保密信息不包括以下信息：(i) 已进入公有领域的信息；(ii) 客户或旅客在披露时已经知悉的信息；或(iii) 客户或旅客从第三方以非保密方式合法取得的信息。

11.2 客户及旅客同意仅为使用服务之目的使用保密信息。

11.3 任何一方均有权就违反本条款的行为申请禁令救济。

12 责任限制

12.1 在任何情况下，Direct Travel均不对客户、旅客或任何第三方的使用损失、收入或利润损失、数据丢失、价值减损，或任何后果性、附带性、间接性、示范性、特殊性或惩罚性损害承担责任，无论该等损害因违约、侵权（包括过失）或其他原因产生，亦无论该等损害是否可预见、相关方是否已被告知可能发生该等损害，以及任何约定或其他救济是否未能实现其基本目的。

12.2 在任何情况下，Direct Travel 因每份订单确认引起或与之相关的累计责任，无论基于违约、侵权（包括过失）或其他原因，均不得超过客户就引发相关索赔的特定服务向Direct Travel支付的交易服务费。

12.3 上述责任限制不适用于：(i) 因Direct Travel重大过失或故意不当行为产生的责任；(ii) 因Direct Travel的过失作为或不作为导致的死亡或人身伤害；以及(iii) 依法不得排除的任何其他责任。

12.4 除本协议明确规定外，服务及许可技术均按"现状"及"包含全部瑕疵"的基础提供，Direct Travel及其许可方明确排除关于不侵权、适销性、令人满意的质量、准确性及特定用途适用性的所有其他保证。Direct Travel、其代理人、员工或第三方提供商以口头或书面形式提供的任何建议或信息均不构成保证，客户无权依赖该等建议或信息。本保证免责声明构成本协议的重要条件。

12.5 对于旅行服务提供商无力偿债，或其与任何旅行协议有关的作为或不作为，Direct Travel不向客户承担责任，包括但不限于旅行服务提供商的自动预订系统

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.

所提供的预订、票价或其他信息中的错误或偏差。所有旅行服务均适用相关旅行协议所载条款和条件。

12.5 Direct Travel 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.

12.6 Customer shall indemnify Direct Travel for losses arising from misuse of the Licensed Technology or Customer's breach of the rights of use granted pursuant to clause 4.

12.6 如因客户不当使用许可技术，或违反第4条授予的使用权而使Direct Travel遭受损失，客户应向Direct Travel作出赔偿。

13 COMPLIANCE WITH LAWS

13.1 Each Party shall comply with all applicable laws and regulations in connection with this Agreement, including anti-bribery, anti-corruption, anti-money laundering, export control, sanctions and tax evasion prevention laws.

13.2 Customer represents that neither it nor its Travellers are subject to applicable sanctions restrictions and that it shall not use the Services in violation of export control or sanctions laws.

13.3 Direct Travel may refuse, suspend or terminate the provision of Services where reasonably necessary to comply with applicable sanctions, export control, anti-money laundering, anti-bribery laws or governmental security requirements. Such action shall not constitute a breach of this Agreement.

13.4 Customer shall provide information reasonably requested to enable Direct Travel to comply with applicable laws. Each Party shall promptly notify the other of any circumstance that materially affects its ability to perform this Agreement in compliance with applicable laws.

13 遵守法律

13.1 各方履行本协议时均应遵守所有适用的法律法规，包括反贿赂、反腐败、反洗钱、出口管制、制裁及防止逃税的法律。

13.2 客户声明，其自身及其旅客均不受适用的制裁限制，且不会以违反出口管制或制裁法律的方式使用服务。

13.3 如为遵守适用的制裁、出口管制、反洗钱、反贿赂法律或政府安全要求而合理必要，Direct Travel可拒绝、暂停或终止提供服务。该等措施不构成对本协议的违反。

13.4 客户应提供Direct Travel为遵守适用法律而合理要求的信息。任何一方如发生对其依法履行本协议的能力产生重大影响的情形，应立即通知另一方。

14 MISCELLANEOUS

14.1 Direct Travel reserves the right to alter or amend these Terms and Conditions at any time by written notice to the Customer.

14.2 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.

14 其他条款

14.1 Direct Travel 保留随时以书面通知客户的方式变更或修订本条款和条件的权利。

14.2 如本协议任何条款或规定在任何司法管辖区无效、违法或不可执行，该等无效、违法或不可执行不影响本协议其他条款或规定，亦不导致该条款或规定在其他司法管辖区无效或不可执行。

14.3 非本协议一方的任何人士均无权执行本协议的任何条

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

14.4 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.

14.5 The Customer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Direct Travel. 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.

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

14.7 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.

15 GOVERNING LAW AND SUBMISSION TO JURISDICTION

15.1 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.

15.2 The Parties agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be brought exclusively before the competent People's Courts located in Shanghai, People's Republic of China, and each Party irrevocably submits to the exclusive jurisdiction of such courts.

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

款。

14.4 本协议中依其性质应在终止或届满后继续适用的条款，在本条款和条件终止或届满后仍持续有效，包括但不限于保密信息、适用法律及管辖权条款。

14.5 未经Direct Travel事先书面同意，客户不得转让其在本协议项下的任何权利，亦不得委托他人履行其任何义务。任何违反本条款的所谓转让或委托均属无效。任何转让或委托均不免除客户在本协议项下的任何义务。

14.6 本条款和条件仅为客户及Direct Travel的利益订立，除经允许的继承人和受让人外，不为任何其他人士的利益订立。

14.7 本协议构成双方就其标的事项达成的完整协议，并取代双方此前或同期就该标的事项作出的所有书面或口头谅解、协议、谈判、陈述、保证及沟通。

15 适用法律与管辖权

15.1 因本协议引起或与本协议有关的一切事项，均受中华人民共和国法律管辖并依其解释。

15.2 双方同意，凡因本协议引起或与本协议有关的任何争议、索赔、诉讼、法律行动或程序，均应提交中华人民共和国上海市有管辖权的人民法院专属管辖；双方不可撤销地接受该等法院的专属管辖权。

如本协议的中文译本与英文版本存在任何不一致，以英文版本为准。