

TSL 网站使用条款暨使用协议

Terms and Conditions for the Use of TSL Website

任何用户访问和使用德翔海运有限公司(T.S. LINES LTD., 简称“TSL”)网站 (含手机 APP, 下同, 统称“本网站”), 受下列使用条款约束。通过访问、浏览、索引和/或使用(统称“使用”)本网站, 用户接受、承认其已阅读、理解并同意受该等使用条款的约束, 其效力等同于在 TSL 与用户之间形成本网站使用协议; 用户应遵守本网站及其所含信息所适用的法律法规。如果用户不同意该等条款, 请勿使用本网站; 如果用户违反条款或法律法规使用本网站及其所含信息, 须承担法律责任。TSL 可随时修订该等使用条款且无须通知特定用户, 用户接受该等修订的约束。

The following terms and conditions (the "**Terms and Conditions**") apply to any access to or use of the website of T.S. Lines Ltd. ("**TSL**") (including any mobile phone application, collectively the "**Website**"). By accessing, browsing, indexing and/or using the Website (collectively the "**Use**"), you accept and acknowledge that you have read, understood and agreed to be bound by such Terms and Conditions, which shall have the same effect as forming an agreement between TSL and you for the Use of the Website. You shall comply with any laws and regulations applicable to the Website and the information contained therein. If you do not agree to the Terms and Conditions, please do not use the Website. You will have legal liability if you use the Website and the information contained therein in breach of Terms and Conditions or in violation of any laws and regulations. TSL may amend the Terms and Conditions at any time without giving any notice and you will be bound by such amendments.

1、本网站展示和/或包含的信息——包括但不限于数据、文本、图形、图像、声音和/或视频等(统称“信息”)——为 TSL 的财产, 任何人不得侵犯其权益, 其版权由 TSL 和/或该等文件或信息的原始创作者持有。未经 TSL 或版权所有人事先书面许可, 用户不得以任何形式或方式抄袭、复制、分发、出版、张贴、改编、展示、传播、使用或买卖本网站信息。没有 TSL 的书面许可, 用户也不能在其他服务器上镜像本网站内容。未经授权使用本网站所载的任何信息, 可能违反本网站使用国家或地区的法律、法规及有关国际条约并因此承担法律责任。

The information displayed and/or contained on the Website, including but not limited to any data, text, graphics, images, audio and/or video information (collectively the "**Information**"), is the property of TSL and shall be free from any infringement. The copyright of the Information is held by TSL and/or the original author of the Information. You shall not copy, reproduce, distribute, publish, post, adapt, display, spread, use or buy or sell the Information in any manner without the prior written consent of TSL or the relevant copyright holders. You shall not mirror any content of the Website on any other servers without the prior written consent of TSL. Any unauthorized use of the Information contained in the Website may violate the laws and regulations in the relevant jurisdictions where the Website is used or relevant international treaties and you may have legal liability for any such unauthorized use.

2、TSL 允许和欢迎为了开展或了解与 TSL 运输等业务合作之目的而对本网站及其信息的使用；若业务流程需要，TSL 亦会要求业务用户通过本网站的程序开展业务。

You are allowed and encouraged by TSL to use the Website and the Information for the purpose of understanding TSL's transportation business or cooperating with TSL. If required by the business process, TSL will also require you to conduct business with TSL through the Website.

3、用户应保持其与 TSL 暨本网站相关的密码和所有信息的保密,除用户业务需要而透露给其雇员或业务合作方外,不透露给任何第三方。用户应进一步确保其雇员或业务合作方保守用户的密码和所有此类信息的机密,不向任何第三方透露。如果非因 TSL 原因造成用户密码和/或与用户与 TSL 业务有关的任何信息被泄露,用户应自负其责,用户并应立即将任何此类事件通知 TSL,确保 TSL 免受因信息泄露或被滥用、更改、盗用或欺诈性使用此类密码和/或信息引起的任何投诉、索赔和损害,用户应与其他责任方对 TSL 因此遭受的责任、损失、损害和费用包括律师费承担连带责任。

You shall keep confidential the relevant passwords and all information related to TSL and the Website. You shall not disclose such information to any third party except to your employees or business partners in the course of business on the condition that you shall ensure that your employees or business partners keep confidential all the information received during the course of business. You shall be liable for any leakage of any passwords or information related to your business with TSL, unless such leakage is solely caused by TSL. You shall also immediately notify TSL of any such leakage and shall keep TSL free and harmless from any complaints, claims and damages arising from such leakage or any abuse, alteration, misappropriation or fraudulent use of such passwords and/or information. You shall, jointly and severally with the other relevant responsible parties, indemnify TSL against any liabilities, losses, damages and costs, including any legal fees incurred by TSL as a result of such leakage or any abuse, alteration, misappropriation or fraudulent use.

4、TSL 将利用用户提供的识别信息及业务相关信息,为用户建立服务。TSL 在提供服务时,可向其代理人、子公司、分公司、分包商或独立合作商提供用户信息,以作维护或提升服务之用,亦可依法向有关部门提供用户信息,亦可为追究不当使用本网站的用户责任而披露、公开用户信息。TSL 不因上述对用户信息的披露而承担任何责任。

TSL will use the identity information and business-related information provided by you to provide services for you. For the purpose of providing the services, TSL may provide your information to its agents, subsidiaries, branches, subcontractors or independent business partners for the purpose of maintaining or improving the services. TSL may also provide your information to the relevant authorities in accordance with applicable laws. TSL may also disclose or making public your information for the purpose of holding you liable for any improper use of the Website. TSL shall not be liable for such disclosure.

5、用户被禁止作出任何尝试确定或获取由 TSL 分配给任何其他方的密码或使用未分配给特定用户的密码去获取任何其他方的用户信息和/或业务信息。

You shall not make any attempt to determine or obtain passwords assigned by TSL to any other parties. You shall not use passwords not assigned to any specific users to obtain user information and/or business information of any other parties.

6、除另有说明外，本网站提供的所有信息仅供参考，不构成 TSL 与用户之间业务合同之内容。TSL 与用户之间的运输合同或其他商业合同，均应以双方之间就特定合同之商谈并最终成立或经合意变更的内容为准。

Unless otherwise stated, all information provided on the Website is for reference only and does not constitute part of the business contract between TSL and you. The contract of carriage or any other commercial contract between TSL and you shall be subject to the contents of the specific contract negotiated, entered into or amended by mutual agreement.

7、任何用户——包括但不限于与 TSL 开展业务的用户、搜索引擎服务提供者、随机访问者等——使用本网站，应遵守本网站的适用法律和/或使用地区的法律法规，遵循国际通行的互联网行业惯例与商业规则，在中华人民共和国内地应遵守《互联网搜索引擎服务自律公约》，遵守本网站机器人协议（The Roberts Exclusion Protocol）或同等文件，或在缺少机器人协议或同等文件情形下，除非得到 TSL 的书面准许，仅限于使用本网站页面上公开展示的信息。

Any user, including but not limited to, business user with TSL, search engine service provider, random visitor, etc., who uses the Website, shall comply with the laws applicable to the Website, the laws and regulations in the jurisdictions where the Website is used, the international practice and business rules of the Internet industry, (in the case where the Website is used in the mainland of The People's Republic of China) the Self-discipline Convention on Internet Search Engine Services and the robot protocol of the Website (The Roberts Exclusion Protocol) or equivalent documents. In the absence of a robot protocol or equivalent document, you may only use the information displayed on the pages of the Website unless otherwise agreed by TSL in writing.

8、任何用户或由其控制或负责的网络机器人（Web robots，或网络游客、爬虫程序、蜘蛛程序）对本网站的访问、使用和索引本网站的信息，均应合法，不得非法获取计算机信息系统数据；不得侵犯任何知识产权；除非数据已经被公众所知悉或为开展、了解与 TSL 的业务而所需，用户不得未经 TSL 书面允许而抄袭、复制、分发、出版、张贴、改编、展示、传播、使用或买卖本网站任何公开展示的和/或后台存储的数据、利用该等数据谋取任何性质的利益或侵害 TSL 权益；不得传播计算机病毒；不得利用网络机器工具或技术过度频繁或无节制地进入和使用、搜索本网站，妨碍、破坏、干扰本网站的正常运行，导致本网站无法为用户提供正常服务或瘫痪；不得通过不当或非法访问、使用和索引本网站的信息进行不正当竞争；不得抓取、窃取、泄露、使用 TSL 及其用户的任何商业秘密、个人隐私、个人信息。TSL 将依据所适用的法律法规依法追究违反本条款和/或违反法律法规的用户的民事责任，若涉嫌刑事犯罪，TSL 将向任何有管辖权的警方当局举报，追究违法者的刑事责任。

You or any web robots controlled by you (including web robots, web visitors, crawlers, spiders) can only access, use or extract information from the Website in a lawful way. Unauthorized obtaining computer information system data or infringement on any intellectual property rights is prohibited. Unless the data have been made known to the public, or it is for the purpose of developing business or understanding TSL's business, you shall not without the written consent of TSL copy, distribute, publish, post, adapt, display, transmit, use or sell any data displayed in the Website or stored in the background system. You shall not use such data for obtaining any benefit or to the detriment of TSL's rights and interests. You shall not transmit computer virus. You shall not use any applications or technology to have excessively frequent or unrestrained access to, use of or search on the Website, disturbing the normal operation of the Website or crashing the normal services of the Website. You shall not engage in unfair competition by improperly or illegally accessing, using or indexing the information of the Website. You shall not extract, steal, divulge or use any trade secrets, personal privacy or personal information of TSL and its users. TSL will pursue the civil liability of any user who violates the Terms and Conditions and/or laws and regulations in accordance with applicable laws and regulations. In the event of any suspected criminal offenses, TSL will report the violation to any competent police authority for pursuing criminal liability.

9、除非在 TSL 与用户之间利用本网站功能或部分功能已经成立运输合同或其他商业合同——该情况下，各方应依据合同承担责任，在任何情况下，TSL 不对任何用户因使用本网站及其所含信息而作出的任何决定或采取的任何行动或遭受的任何性质的损害、招致的责任而承担责任。

Unless a contract of carriage or other commercial contract has been formed between TSL and you by using the functions or part of the functions of the Website, in which case the parties shall be bound by the contract thus formed, in no event will TSL be liable to you for any decision or action taken or for any damage or liability of any nature incurred as a result of the use of the Website and the Information contained therein.

10、TSL 将尽力维护本网站的安全性，但不对本网站可能感染用户计算机或任何其他软件的任何性质的损害、病毒或其他破坏性介质或结果承担任何责任；由于用户使用本网站或从本网站下载任何信息而产生的用户硬件或其他 IT 系统或其他财产的安全性，应始终由用户自身负责，用户应自行采取预防措施，以确保用户使用的本网站或通过本网站链接、访问的其他网站的任何内容都没有病毒和其他具有破坏性的内容，或者能够抵御病毒和破坏性内容。

TSL will do its best to maintain the security of the Website, but shall not be liable for any damage, transmission of virus or other destructive results to your computer or any other software that may bring or caused by the Website. You shall be responsible for keeping your hardware or other IT systems or other property secure from your use of the Website or downloading of any Information from the Website. You shall take precautionary measures to ensure that any content on the Website or other websites linked to or visited by you through the Website is free and safe from viruses and other destructive content.

11、TSL 与一个或多个第三方签订合同，维护和托管本网站。因此，用户提交的任何信息，包括个人识别信息，将被放置并存储在由第三方维护的计算机服务器/站点上。用户对本网站的使用以及向本网站提供的任何信息、内容或数据将存储在 TSL 可能无法控制的服务器中，并且可以由此类站点的管理员和其他能够访问该服务器或存储文件的用户访问。用户同意，TSL 对由于此类传递或储存而导致或与之相关的任何信息的披露，无论是授权的还是未授权的，均不承担任何责任。若涉及信息泄露，用户将直接向此类站点提出主张，TSL 仅提供必要的协助。

TSL contracts with one or more third parties to maintain and host the Website. Therefore, any information submitted by you including personal identity information, will be placed and stored on computer servers/sites maintained by third parties. Your use of the Website and any information, content, or data provided to the Website will be stored on a server that TSL may not have control and can be accessed by administrators of such service provider and other users who have access to the server or storage files. You agree that TSL shall not be liable for the disclosure of any information, whether authorized or unauthorized, resulting from or in connection with such transmission or storage. In the event of leakage of information, you shall directly make a claim to such service provider, and TSL will only provide necessary assistance.

12、因本网站调试、故障、维护、修复以及不同地区的网络条件限制等原因可能影响本网站的使用；即使用户安装了满足本网站或其他方式不时通知的软件和硬件最低需求，TSL 并不确保用户在当地对本网站的正常访问、使用网站的完整功能或有效运作本网站，TSL 不对此承担任何责任。

Use of the Website may be affected by debugging, breakdown, maintenance, repair and network conditions in different regions. TSL is not obligated to ensure that you can have normal access, use of the full functionality of the Website or the effective operation of the Website locally, even if you have installed the software and hardware meeting the minimum requirement as notified on the Website or otherwise notified from time to time.

13、TSL 不就用户可通过本网站链接、访问的任何其他网站（包括关联公司或货运代理的网站）作出任何保证或声明。当用户访问非 TSL 网站时，已理解该等网站独立于 TSL 及本网站，TSL 对其无控制权。此外，链接到非 TSL 网站并不意味着 TSL 同意或接受对该等网站的内容或使用的任何责任。

TSL makes no warranties or representations as to any other website (including websites of any affiliate or freight forwarder) that you may link to or access through the Website. When you are visiting a non-TSL website, you understand that such website is independent of TSL and the Website, and that TSL has no control over such website. In addition, linking to a non-TSL website does not imply that TSL agrees or accepts any responsibility for the content or use of such website.

14、使用本网站中与运输合同相关的功能时，关于运输合同的适用法律和管辖，应适用提单条款或相关合同、法律法规确定，本网站使用条款暨使用协议不干涉运输合同的法律适用和管辖；与本网站的使用协议、条款或相关的本网站的服务及与之相关的争议，适用英国法

律，应提交香港国际仲裁中心（HKIAC）仲裁并受该中心排他性管辖；但是，对于因用户或任何侵权者违反本协议、条款或违法使用本网站而招致的 TSL 对该等用户或侵权者追究责任，本条款在任何意义上不妨碍 TSL 依据任何国家或地区所适用的法律法规，在 TSL 认为适当的任何国家和地区的有管辖权的法院、警方当局等司法机构对该等用户或侵权者提起民事诉讼或刑事报案，并且依据该司法机构所在地法律法规认定该等用户或侵权者的责任。

When using the functions related to the contract of carriage in the Website, the governing laws and jurisdiction of the contract of carriage shall be determined by the provisions of the relevant bill of lading or the relevant contracts, laws and regulations. The Terms and Conditions do not determine the applicable law and jurisdiction of the contract of carriage. The Terms and Conditions or any disputes arising therefrom shall be governed by English law and shall be referred to Hong Kong International Arbitration Centre (HKIAC) for arbitration and subject to the exclusive jurisdiction of HKIAC. In addition, for any breach of the Terms and Conditions by you or any infringing party, TSL can start any actions in any judiciary authorities including courts and police authorities in any jurisdiction TSL consider fit to pursue any user or any infringing party's civil or criminal liabilities in accordance with the laws and regulations of that jurisdiction.