

# Membership Application and Agreement



## 会员申请表及协议

### 1. Company/Group Information 公司/集团信息

Company/Group:   
公司/集团名称

Address:   
地址

City/Town:  State/Province:  Postal Code:   
城市 省份 邮编

Country:  Website:   
国家 网站

Telephone:  Fax:   
电话 传真

Client Contact:  Billing Contact:   
客户联系人 账单联系人

Client Email:  Billing Email:   
客户电子邮件 账单电子邮件

Industry:  Add'l Industry:   
行业 其他行业

Years in Business:  Years at Present Location:   
经营年数 驻中国年数

Ownership:  Foreign 外资  Joint Venture 合资  Local 本地  
所有制形式

Other, specify:   
如是其他, 请注明:

Is company listed?  Yes 是  No 否 Exchange:  Symbol:  ISIN:   
是否上市? 上市地点 代码 国际证券识别码

Non-Profit?  Yes 是  No 否  
非盈利?

### 2. Invoice/Payment Information 发票/付款信息

Invoice Delivery Preference:  Email 电子邮件  Mail 邮寄  
发票接受方式

### 3. Submit 同意事项

By signing and completing this application, the signing party warrants that s/he is a duly authorized representative of the Company or Group ("Company Representative") and is empowered to enter into this Membership Agreement on behalf of the Company or Group. By signing and submitting this application, Company Representative further acknowledges receipt, understanding and agreement to the Business Wire Membership Terms and Conditions. Any exceptions and/or deviations from the Terms and Conditions must be approved in writing by Business Wire.

美国商业资讯的会员必须为合法注册的法人实体与合法存在的机构。在递交该协议以后，会员将同意，接受，并遵守美国商业资讯规定的服务条款。对于服务条款之外的任何行为，会员都必须向美国商业资讯提出书面申请。

|  |                       |             |            |
|--|-----------------------|-------------|------------|
|  |                       |             |            |
| Signature of Authorized Company Representative<br>公司负责人签名及盖章 | Printed Name<br>负责人姓名 | Title<br>职位 | Date<br>日期 |

Please note that Business Wire Membership is subject to review and approval. Submission of this application does not constitute acceptance as a Business Wire member. Please fax completed form to us and call to confirm receipt. (Tel: +852 2537 2263, Fax: +852 2537 2264)

美国商业资讯对所有会员资格将进行审批。递交该协议并不能保证会员资格。请在填写完表格后，把它传真到 +852 2537 2264 并以电话+852 2537 2263确认。

**For Internal Use Only 仅内部使用**

Customer #:

客户编码:

Merchant #:

商户编码:

# Business Wire Membership Terms and Conditions

## 美国商业资讯会员协议

Effective As Of September 1, 2007

2007年9月1日起生效

### A. License, Acknowledgements and Warranties.

By submitting material to Interfax to be distributed by Business Wire you ("User") grant Business Wire the rights to distribute, display, reproduce, reformat, translate, archive, license, edit, modify and create derivative works and/or excerpts of any such material for purposes of distributing the material as part of Business Wire's products and services (and the promotion of same).

User warrants and represents that the content of all materials submitted to Business Wire will be accurate and original; that User owns or is an authorized licensee in the material provided to Business Wire for distribution; that the material will not violate or infringe upon any copyright, trademark, or other intellectual property, proprietary, personal, privacy, or other rights worldwide of other persons; that the material does not contain anything defamatory or any viruses, scripts, macros or programs, or links to scripts, macros or programs; and that the material complies with all applicable laws and regulations. User further warrants and represents that all recipients included on any distribution list provided by User to Business Wire have expressly consented to receive advertising and/or promotional email messages from User.

Business Wire reserves the right to refuse copy deemed inappropriate or not properly sourced. User's right to submit material for distribution may be revoked for violation of these "Terms & Conditions".

### B. Indemnity and Limitation of Liability.

User will indemnify and hold harmless Business Wire and its parent company, affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by Business Wire to transmit and distribute materials, from any and all liabilities, damages, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or relating to User's breach or alleged breach of these Terms & Conditions or for any alleging conduct that would amount to a breach of any of User's representations and warranties set forth in Section A of these Terms & Conditions.

BUSINESS WIRE SHALL NOT BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF BUSINESS WIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATED IN ANY WAY TO ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED

### A. 许可，承认和保证。

贵方（“用户”）向国际文传电讯社提交材料供美国商业资讯分发，即表示授权允许美国商业资讯分发、显示、复制、重排、翻译、存档、许可、编辑、修改任何此类材料以及编制此类材料的衍生作品和/或摘要，以将该材料作为美国商业资讯之产品和服务的一部分进行分发（和推广）。

用户保证并表示，向美国商业资讯提交的所有材料的内容将是准确且符合原作的；用户是其提交给美国商业资讯供分发的材料的所有者或持有该材料的使用许可；该材料不得违反或侵犯他人全球范围的任何著作权、商标或其他知识产权、专有权、人身权、隐私权或其他权利；该材料不含任何诽谤内容，不含任何病毒、脚本、宏指令、计算机程序或到脚本、宏指令或计算机程序的连接；该材料符合所有适用法律法规的要求。用户亦保证并表示，用户提交给美国商业资讯的任何分发清单上包含的所有分发对象已明确同意接收用户提供的广告和/或促销性电子邮件消息。

对于内容不当或来源不正的副本，美国商业资讯保留拒绝接受的权利。用户提交材料以供分发的权利可能因为违反本“条款与条件”而被取消。

### B. 免责与责任限制。

如果由于用户违反或被指控违反了本条款与条件，或者由于任何声称的行为违背本条款与条件 A 部分之中用户的表示和保证，进而导致或相应导致任何以及全部的责任、赔偿、判决、索赔、成本、损失和费用（包括合理的法律费和成本），用户将就此对美国商业资讯及其母公司、关联公司、子公司、高管、董事、员工、被许可方、继受方、受让方，包括经美国商业资讯授权许可而传送和分发材料者予以补偿，使上述各方不受损害。

对于本协议任何条款导致或以任何形式相应导致的任何非直接损害、附带发生的损害、间接损害、特殊或惩罚性的损害赔偿（包括第三方引起的此类损害），包括但不限于经营收入或预期利润的亏损或失去的业务，美国商业资讯不向用户承担责任（即使美国商业资讯已经获悉此种损害的可能性）。不论何种情况，美国商业资讯对用户承担的赔偿责任均不超出用户依照本协议条款为所购产品和服务

BY THIRD PARTIES), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT SHALL BUSINESS WIRE BE LIABLE TO USER FOR AN AMOUNT GREATER THAN THE ACTUAL PAYMENT MADE BY USER TO BUSINESS WIRE FOR THE PRODUCTS AND SERVICES PURCHASED PURSUANT TO THE TERMS OF THIS AGREEMENT. Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages, so some or all of the above exclusions or limitations may not apply.

### **C. Force Majeure.**

If Business Wire is prevented or delayed in or from performing any of its obligations under the Agreement due to circumstances beyond its control, including but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, general availability of the internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency, Business Wire shall not be liable for any resulting failure to provide services hereunder.

### **D. Entire Agreement, Severability, Successors and Assigns.**

These Terms & Conditions, constitutes the entire agreement between the parties, supersedes any prior agreements whether oral or in writing, and shall bind and inure to the benefit of the parties and their successors and assigns. If any provision of these Terms & Conditions is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

### **E. Governing Law, Venue and Attorneys Fees.**

These Terms & Conditions shall be governed by and construed in accordance with the laws of the United States and the State of California. Any dispute arising under or related in any way to these Terms & Conditions shall be adjudicated in a court of competent jurisdiction in the County of San Francisco, California. In the event of litigation to enforce any provision of these Terms & Conditions, the prevailing party will be entitled to recover from the other party its costs and fees, including reasonable legal fees.

### **F. Change in Terms.**

In the event of a change in these terms, Business Wire shall provide written notice and allow User 30 days to respond before the change takes effect. Rejection of new terms and conditions must be conveyed to Business Wire in writing within such 30-day period. Company's failure to respond in writing and/or its continued use of Business Wire services after the 30-day notice period has expired shall constitute its acceptance of and agreement to such changes. Any changes to the Terms of Use at [www.businesswire.com](http://www.businesswire.com) shall become effective as set forth in Section F of the site's Terms of Use.

向美国商业资讯实际支付的数额。一些法律管辖区不允许免除附带发生的损害或间接损害的责任，因此上述免责或限制条款之中有一部分或者全部都可能不适用。

### **C. 不可抗力。**

如果美国商业资讯由于其不能控制的情况,包括但不限于政府行为、战争、暴乱、罢工或劳资纠纷(包括我方员工发起的罢工或涉及的劳资纠纷)、技术故障、互联网的一般可用状况、断电、通讯故障、天气、洪水、火灾或爆炸、突发自然灾害或当地突发事件,而不能履行或被迫推迟履行本协议规定由其承担的任何义务,则美国商业资讯对因此而无法提供下述服务的任何相应结果不承担责任。

### **D. 完整协议, 协议的终止, 继受方和受让方。**

本条款与条件, 构成双方之间的完整协议, 替代此前的任何口头或书面协议, 内容将生效并约束双方及其继受方和受让方的利益。如果本“条款与条件”的任何条文被有法律管辖权的法院裁定为无法律约束力、无效或无强制执行效力, 则余下的条款仍继续有效, 不会受到任何形式的妨害或失去效力。

### **E. 适用的法律, 管辖区域及律师费。**

本条款与条件受美国和加州法律管辖, 并依照这些法律解释。本条款与条件引起或与之相关的任何形式的任何争议应在美国加州旧金山具有法律管辖权的法院进行裁决。如果发生诉讼, 要求强制执行本条款与条件的任何条文, 则胜诉方有权要求另一方补偿包括合理的律师费在内的费用。

### **F. 条款的变更。**

如果条款变更, 美国商业资讯应发出书面通知, 并在变更生效之前给用户留出 30 天的回应时间。用户如果拒绝接受新条款与条件, 必须在上述 30 天时间内以书面形式通知美国商业资讯。用户企业未能以书面方式回应和/或用户企业在 30 天的通知期结束后仍继续使用美国商业资讯的服务, 这种情况应视为用户接受并同意变更。[www.businesswire.com](http://www.businesswire.com) 网站“使用条款”的任何变更应依照该网站“使用条款”F 部分的规定生效。

## **H. Use of Personal Data.**

Any and all personal data (i.e. information relating to an individual) that User supplies to Business Wire may be shared with other companies in the Business Wire global group and certain trusted third parties, and may be transferred to the U.S. or elsewhere for the purposes of news dissemination, filing, news tracking and other related services. User warrants any individuals whose personal data it provides to Business Wire have consented to such uses and transfers. Any concerned individuals who wish to opt out of any use or transfer of their personal data may contact Business Wire through the Business Wire website at [www.BusinessWire.com](http://www.BusinessWire.com).

## **H. 个人数据的使用。**

用户提供给美国商业资讯的任何及所有个人数据（即：与个人有关的信息）可能会与美国商业资讯全球集团之中的其他公司以及某些受信赖的第三方共用，可能会出于新闻分发、归档、新闻追踪及其他相关服务的目的，而被传送至美国或美国以外地区。用户应保证，提供给美国商业资讯的个人数据的任何所属人均已同意此类用途和传送。相关个人如果希望其个人信息不再用于任何此类用途或传送，均可通过美国商业资讯网站 [www.BusinessWire.com](http://www.BusinessWire.com) 与美国商业资讯联系。