**淘二万服务协议**

**尊敬的用户：**

**淘二万 依据本《淘二万服务协议》（“本协议”）的规定为您使用淘二万平台（见定义）提供服务，本协议在用户（见定义）和淘二万之间具有法律效力！**

**请用户务必审慎阅读本协议，免除或责任限制条款将以加粗的形式体现，用户应重点阅读。除非用户已阅读并接受本协议条款，否则用户无权使用淘二万提供的服务。用户点击协议正本下方的“确认”按钮并按照淘二万平台注册程序成功注册为用户后，即视为用户已经充分阅读并接受本协议全部条款，本协议立即生效，对双方均具有约束力。**

1. **一、关于本协议的确认与接受**
   1. **本协议内容包括协议正文及所有淘二万已经发布的或将来可能发布的各类规则、准则及协议（“各类规则”）。所有各类规则为协议不可分割的一部分，与协议正文具有同等法律效力。**
   2. **1**
   3. **请用户务必在注册之前认真阅读全部服务协议内容，如有任何疑问，可向淘二万平台咨询。**
   4. 在本协议中没有以“规则”字样表示的链接文字所指示的文件仍属于本协议的组成部分，同样需要用户的理解与遵循，并对用户具有约束力。
2. **二、定义**
   1. 用户及用户注册

用户包括买家和卖家（买手），用户必须是具备完全民事行为能力的自然人，或者是具有合法经营资格的实体组织。若用户为18周岁以下的未成年人使用淘二万平台服务，需事先得到其家长或监护人的同意。无民事行为能力人、限制民事行为能力人以及无经营或特定经营资格的组织不当注册为淘二万平台用户或超过其民事权利或行为能力范围从事交易的淘二万用户，造成的一切后果，淘二万有权要求该用户及用户的监护人、或组织负责。

* 1. 淘二万平台

淘二万平台：指由淘二万设立并用来为用户提供买卖服务的平台，包括淘二万网站，及淘二万海外商城， 等PC及手机客户端平台。淘二万平台站仅作为在线交易平台，作为用户物色交易对象，就货物和服务的交易进行协商，以及获取各类与贸易相关的服务的场所。淘二万平台并不作为用户（买家或卖家）的身份参与买卖行为的本身。

* 1. 服务

淘二万提供的，（1）用于在淘二万平台上与交易有关的全部服务，包括但不限于利用淘二万平台发布交易信息、查询物品信息、参加网上物品团购、与其它用户订立物品买卖合同、评价其它用户的信用、参加淘二万平台的有关活动以及有权享受淘二万平台提供的其它的有关信息服务；（2）向用户发布即时消息、邮件和广告等服务；（3）其他淘二万认为有必要提供的服务。

1. **三、用户权利和义务**
   1. 注册账户
      1. 指用户登陆淘二万平台，并按要求填写相关信息并确认同意履行相关用户协议的过程。用户有权拥有自己在淘二万平台的用户名及交易密码，并有权利使用自己的用户名及密码随时登陆淘二万平台交易平台。**用户不得以任何形式擅自借用、转让或授权他人使用自己的淘二万平台用户名，否则用户应承担由此产生的一切责任，并与实际使用人承担连带责任；淘二万保留自行决定警告、中（终）止向用户提供平台部分或全部服务、冻结、注销用户账户的权利。**
   2. 注册资料
      1. 用户有义务在注册时提供自己的真实资料，并保证诸如电子邮件地址、联系电话、联系地址、邮政编码等内容的有效性及安全性，保证淘二万平台及其他用户可以通过上述联系方式与自己进行联系。同时，用户也有义务在相关资料实际变更时及时更新有关注册资料。**用户保证不以他人资料在淘二万平台进行注册或认证。如用户提供的注册资料不真实、不有效、不合法、不完整或者淘二万有合理理由怀疑用户提供的注册资料不真实、不合法、不完整，淘二万有权自行决定拒绝或中（终）止向用户提供淘二万平台部分或全部服务。**
      2. **用户应及时更新用户资料及妥善保管自己的账号和密码。如因用户不及时更新资料或不妥善保管账户导致不能正常使用服务或遭受账户被盗，用户不得以此作为取消交易或拒绝付款的理由，淘二万亦不承担任何责任。**
   3. 用户行为规范
      1. **用户了解并同意其在淘二万上的个人账户如存在涉嫌欺诈、违反诚实信用原则等地使用服务或者其他违反本条款或其他公开条款的行为**（包括但不限于买卖个人账号、红包、优惠券等代金券；使用作弊软件或其他不正当方式获取积分、代金券；盗取他人账号；使用同一IP地址频繁注册账户等），**淘二万有权拒绝继续提供服务，并可以采取冻结用户账户的措施，并根据具体情况有权对该用户账号中因上述行为而获得的一切虚拟货币予以失效或清零。**
      2. 用户应当保证在使用淘二万平台上进行交易过程中遵守诚实信用的原则，不在交易过程中采取不正当竞争行为，不扰乱网上交易的正常秩序，不从事与网上交易无关的行为。
      3. 用户不应在淘二万平台上恶意评价其他用户，或采取不正当手段提高自身的信用度或降低其他用户的信用度。
      4. 用户在淘二万平台上不得发布各类违法或违规信息。
      5. 用户在淘二万平台上不得买卖国家禁止销售的或限制销售的物品、不得买卖侵犯他人知识产权或其它合法权益的物品，也不得买卖违背社会公共利益或公共道德的、或是淘二万认为不适合在淘二万平台上销售的物品。具体内容详见禁止和限制发布物品信息表。
      6. 用户同意，不对淘二万平台上任何数据作商业性利用，包括但不限于在未经淘二万事先书面批准的情况下，以复制、传播等方式使用在淘二万平台站上展示的任何资料。
      7. 用户因进行交易、获取有偿服务或接触淘二万平台服务器而发生的所有应纳税负，以及一切硬件、软件、服务及其它方面的费用均由用户负责支付。
      8. **用户在淘二万平台发布物品信息时都必须承诺其所代购的物品来源合法，绝无假货！确认违反此基本承诺情况下淘二万、以及其受到影响的用户，都将保留诉诸外国当地法律或者中国法律获得赔偿的权利。**
   4. 用户违规的处理
      1. 淘二万有权对用户的注册数据及交易行为进行查阅，发现注册数据或交易行为中存在任何问题或怀疑，均有权向用户发出询问及要求改正的通知或者直接做出删除等处理。
      2. 对于用户在淘二万平台上的不当行为或其它任何淘二万认为应当终止服务的情况，淘二万有权随时作出删除相关信息、终止服务提供等处理，而无须征得用户的同意。
      3. 出现如下情况时，淘二万有权对相关用户的注册数据、交易行为以及与交易有关的其它事项进行事先审查：
         1. 用户或其它第三方通知淘二万，认为某个具体用户或具体交易事项可能存在重大问题；
         2. 用户或其它第三方向淘二万告知交易平台上有违法或不当行为的，淘二万以普通非专业交易者的知识水平标准对相关内容进行判别，可以明显认为这些内容或行为具有违法或不当性质的；

淘二万有权根据不同情况选择保留或删除相关信息或继续、停止对该用户提供服务，并追究相关法律责任。

* 1. 用户赔偿责任

用户明确理解并同意，如因其违反有关法律（包括但不限于海关及税务方面的监管规定）或者本协议之规定，使淘二万遭受任何损失，受到任何第三方的索赔，或任何行政管理部门的处罚，用户应对淘二万提供补偿，包括合理的律师费用。

* 1. 遵守当地法律

用户承诺自己在使用淘二万平台时实施的所有行为均遵守当地国家法律、法规（包括但不限于海关及税务方面的监管规定）和淘二万的相关规定以及各种社会公共利益或公共道德。如有违反导致任何法律后果的发生，用户将以自己的名义独立承担所有相应的法律责任。

1. **四、知识产权**
   1. 知识产权归属

所有出现在淘二万网站上的内容包括但不限于：编码、商标、服务标志、图片、资讯、资料、网页设计、肖像、文字内容、按钮图标，均由淘二万或其他权利人依法拥有知识产权。

* 1. 许可使用权

用户以此授予淘二万全球通用的、永久的、免费的许可使用权利(并有权对该权利进行再授权)，使淘二万有权(全部或部份地)使用、复制、修订、改写、发布、翻译、分发、执行和展示用户公示于网站的各类信息或制作其派生作品，和/或以现在已知或日后开发的任何形式、媒体或技术，将上述纳入其它作品内；

用户在符合淘二万平台的使用目的的前提下可浏览和使用淘二万平台服务，即以购买和销售个人用品供个人使用的目的，其他方式的使用都是禁止的，包括但不限于复制、修改、使用、改写、发布、翻译、展览或以商品转卖为目的在本网站上购物或整体地非法使用本网站的内容。淘二万授予用户对淘二万平台的访问、淘二万软件的使用的有限许可，用户不得对淘二万软件进行反向工程、反向汇编、反向编译、以其他方式尝试发现软件的源代码或试图篡改，淘二万在提供服务时所依托的软件的著作权、专利权及其他知识产权均归淘二万所有。

* 1. 商标

如果没有淘二万事先的书面同意，淘二万不会通过口头、暗示或其他特别授权方式允许任何人和单位使用淘二万的标识、商标、商号等。任何非法或未经授权的使用淘二万的标识都是禁止的，并且要承担相应的法律后果。

1. **五、服务的中断和终止**
   1. 用户同意，淘二万可自行全权决定，在发出通知的情况下，对服务内容进行变更，随时中断或终止提供服务，并不承担责任。
   2. 用户发起的终止

如用户向淘二万提出注销淘二万平台注册用户身份时，经淘二万审核同意，并确认无任何未结交易，由淘二万注销该注册用户，用户即解除与淘二万的服务协议关系。用户提出终止并注销账户可以通过明示或暗示的方式，例如：

* + 1. 通过淘二万平台自助注销自己的账户；
    2. 通过明确表示不接受本协议的任何变更；
    3. 明确表示不愿继续使用淘二万服务。
  1. 淘二万发起的终止

在下列情况下，淘二万可以中断或终止向违规用户提供服务：

* + 1. **在用户违反本协议相关规定时，淘二万有权终止向该用户提供服务。**如用户在被淘二万终止提供服务后，再一次直接或间接或以他人名义注册为淘二万平台用户的，淘二万有权再次单方面终止向该用户提供服务；
    2. **如淘二万通过用户提供的信息与用户联系时，发现用户在注册时填写的电子邮箱已不存在或无法接收电子邮件的，经淘二万以其它联系方式通知用户更改，而用户在三个工作日内仍未能提供新的电子邮箱地址的，淘二万有权终止向该用户提供服务；**
    3. **一旦淘二万平台发现用户注册数据中主要内容是虚假的或不完整，淘二万有权随时终止向该用户提供服务；**
    4. **本协议终止或更新时，用户明示不愿接受新的服务协议的并通知到淘二万；**
    5. **用户通过非淘二万提供或认可的方式或通过其他不合法的方式，获取淘二万提供的补贴，包括但不限于红包、代金券、优惠券等形式；**
    6. **用户销售假冒伪劣或侵权商品、违禁品等，侵犯他人合法权益的行为；**
    7. **其它淘二万认为需终止服务的情况。**
  1. 终止后的处理
     1. 账号终止后，淘二万没有义务为用户提供原账号中或与之相关的任何信息，或转发任何未曾阅读或发送的信息给用户或第三方。此外，用户同意，淘二万不就终止用户服务而对用户或任何第三者承担任何责任。
     2. 注销该用户账号后，淘二万仍保留下列权利：
        1. 用户注销后，淘二万有权保留该用户的注册数据及以前的交易行为记录；
        2. 用户注销后，如用户在注销前在淘二万平台上存在违法行为或违反合同的行为，淘二万仍可行使本协议所规定的权利。
  2. 服务中断、终止之前用户交易行为的处理因用户违反法律法规或者违反本协议规定而致使淘二万平台中断、终止对用户服务的，对于服务中断、终止之前用户交易行为依下列原则处理：
     1. 服务中断、终止之前，用户已经上传至淘二万平台的物品尚未交易或尚未交易完成的，淘二万有权在中断、终止服务的同时删除此项物品的相关信息；
     2. 服务中断、终止之前，用户已经就其它用户出售的具体物品作出要约，但交易尚未结束，淘二万有权在中断或终止服务的同时删除该用户的相关要约；
     3. 服务中断、终止之前，用户已经与另一用户就具体交易达成一致，淘二万平台可以不删除该项交易，但淘二万有权在中断、终止服务的同时将用户被中断或终止服务的情况通知用户的交易对方。

1. **六、责任范围及责任限制**
   1. **淘二万仅对本协议列明的义务承担责任。**
   2. **淘二万平台站仅作为交易场所。淘二万不能控制交易所涉及的物品的质量、安全或合法性，商贸信息的真实性或准确性，以及交易方履行其在贸易协议项下的各项义务的能力。淘二万提醒用户应该通过自己的谨慎判断确定登录物品及相关信息的真实性、合法性和有效性。**
   3. **用户明确理解和同意，淘二万只能按照现有的技术水平和条件提供服务。淘二万不对因下述任一情况而导致的任何损害赔偿承担责任，**包括但不限于利润、商誉、使用、数据等方面的损失或其它无形损失的损害赔偿(无论淘二万是否已被告知该等损害赔偿的可能性)：
      1. **因用户电脑、软件、通信线路等故障未能正常使用服务；**
      2. **淘二万系统升级或维护；**
      3. **第三方未经批准的接入或第三方更改用户的传输数据或数据；**
      4. **第三方对服务的声明或关于服务的行为、第三方服务的瑕疵；**
      5. **非因淘二万的原因而引起的与服务有关的任何其它事宜，包括疏忽；**
      6. **政府行为或不可抗力导致的服务中断、数据丢失。**
   4. **用户在淘二万平台上使用第三方提供的产品或服务时，除应遵守本协议之外，还应遵守第三方用户协议。用户与任何第三方交易所产生的风险应由用户自行承担。**
   5. **淘二万不提供支付结算服务，与用户的线上结算均通过有资质的第三方支付平台进行操作。**
2. **七、用户信息合理使用**
   1. 短信息、邮件服务规则

**用户同意，一旦接受该服务协议，即同意淘二万通过邮件、短信等方式，向在本站注册、购物的用户、收货人发送订单信息、促销信息、物流信息等商业或非商业性信息的权利。**

* 1. 个人信息的保护

对于用户因注册淘二万平台提供的信息，淘二万将按照下列公布的**隐私权规则**收集、使用、存储、披露和保护用户的个人信息。**如果用户不同意隐私权规则任何内容，用户应立即停止使用淘二万平台服务。当您使用淘二万提供的任一服务时，即表示用户已同意我们按照隐私权规则来合法使用和保护您的个人信息。**

1. **八、淘二万的争议解决与处理规则**
   1. 争议解决
      1. 用户在淘二万平台交易中产生的任何争议，用户可选择以下途径解决：
         1. 与争议用户协商解决；
         2. 提交淘二万客服解决。
      2. 如用户选择提交淘二万客服解决，则表示用户认可淘二万作为中立第三方依据淘二万纠纷处理规则作出的决定。如用户不满意淘二万作出的决定，用户可选择其他争议处理途径解决争议。
      3. 任何发生在用户与淘二万之间的争议，不能协商解决的，**应提交淘二万所在地的人民法院管辖。**
      4. 提供证明
         1. 用户因在淘二万平台上交易与其它用户产生诉讼的，用户通过司法部门或行政部门依照法定程序要求淘二万提供相关数据，淘二万应积极配合并提供有关资料。
         2. 用户如发现其他用户有违法或违反本协议的行为，可以向淘二万进行反映要求处理。如用户因网上交易与其他用户产生诉讼的，用户有权通过司法部门要求淘二万提供相关资料。
   2. 处理规则
      1. **用户之间有任何争议提请淘二万作为独立第三方作出处理时，淘二万纠纷处理规则之后会更新，请注意关注官方网站。**
      2. 处罚规则
         1. **如涉及到淘二万中止或终止向用户提供部分或全部服务，删除、冻结账户等问题，详见淘二万处罚规则之后会更新，请注意关注官方网站。**
         2. **发布公告  
            经国家生效法律文书或行政处罚决定确认用户存在违法行为，或者淘二万有足够事实依据可以认定用户存在违法或违反服务协议行为的，淘二万有权在淘二万平台及所在网站上以网络发布形式公布用户的违法行为。**
2. **九、管辖**

**本协议之成立、生效、履行、解释与纠纷解决，均应使用中华人民共和国法律（排除冲突法的适用）。**

1. **十、其他约定**

**如用户为卖家或买手，用户还应同时遵守淘二万制定的与卖家之间的协议。**

**taoerwan Oversea Seller Services Agreement**

**淘二万国际个人买手服务协议**

Dear User:

尊敬的用户：

You (the “**Seller**”) should carefully read this Oversea Seller Service Agreement (this “**Agreement**”), the terms of exemption or liability restriction set forth herein are in bold and you should pay attention to these terms. Unless you have read and accepted the terms set forth herein, you have no right to use the service provided by taoerwan. After you have registered as the user of taoerwan platform and click on the “Acceptance” button at the end of the this Agreement, it shall be deemed that you have adequately read and accepted all the terms herein and this Agreement and agree to be bound by this Agreement.

请您(下称“**个人买手**”)务必审慎阅读本国际个人买手服务协议（下称“**本协议**”），其中免除或责任限制条款将以加粗的形式体现，您应重点阅读。除非您已阅读并接受本协议条款，否则您无权使用淘二万提供的服务。在您按照淘二万平台注册程序注册为用户，并点击本协议下方的“确认”按钮后，即表示您已经充分阅读并接受本协议及其全部条款，并同意受本协议的约束。

TAOERWAN's business philosophy is transparent and fair. If sellers of enterprises are involved with improper interests granted or improper behaviors with staff of TAOERWAN, TAOERWAN is entitled to close shops, frozen funds, repel the accounts and reserve the right to investigate for legal responsibilities. Those improper behaviors including, but not limited bribes and taking bribes, getting traffic by free and illegal means, getting privilege and participating in the activities by illegal means, increasing sellers of enterprises' trading volume by " back room operations", such as improving the search results. TAOERWAN will never cooperate with these sellers of enterprises with improper behaviors. TAOERWAN will continue to fight these improper behaviors and establish internal prevention regime. TAOERWAN remind all sellers of enterprises formally: Management with good faith and legal compliance is the only way to success.

淘二万一直秉承着透明、公正的经营理念。一旦发现买手和淘二万的内部员工涉嫌有不当利益收授或不当利益输送的行为，淘二万有权立即关闭涉及的店铺、冻结资金、清退账户，并保留追究相关责任人法律责任的权利。这些行为包括但不仅限于：行贿与收取贿赂；无偿、违规获得流量；违规获得特权或参加活动；内部人员通过内部操作如搜索结果靠前帮这些买手提高交易量等行为。一旦发现，淘二万将永不与这些买手合作。淘二万对此种行为的打击将一直继续，并内部建立防范制度。淘二万也郑重提醒所有买手：诚信合法经营，才是成功的唯一途径。

1. **1.Agreement**

**协议**

* 1. Parties to the Agreement

协议方

We are T**aoerwan**

我方是 **淘二万**

This Agreement between you and taoerwan shall have binding effect on both of you and taoerwan.

本协议由您与我方，即淘二万共同缔结，本协议对您与淘二万均具有约束力。

You and taoerwan are hereinafter referred to as a “Party” individually and “Both Parties” jointly.

您与淘二万以下单独称为“**一方**”，合称为“**双方**”。

* 1. Agreement and Relevant Rules.

本协议及有关规则。

* + 1. this agreement (including the appendices) together with all rules and policies relating to the use of the website http />/www.taoerwan.com (the “taoerwan Website”), including but not limited to the taoerwan website Terms of Service, taoerwan Website Regulations on Policy Violations, taoerwan Website Product Listing Rules, taoerwan Rules for Dispute Resolution and Return of Products, taoerwan Website Rules Governing Genuine Products Guarantee (the “**Relevant Rules**”) published or to be published by taoerwan on the taoerwan Website, constitute the entire agreement between Both Parties.

本协议（包括其附件）及淘二万在以下网站: http://www.taoerwan.com (下称“**淘二万网站**”）上已发布或将发布的任何有关使用淘二万网站的规则，包括但不限于《淘二万网站服务条款》、《淘二万网站违规行为处理规定》、《淘二万网站商品发布管理规范》、《淘二万争议处理规范及退货规则》、《淘二万网站正品保证规则》等等（下称“**有关规则**”）将构成双方之间完整的协议。

* + 1. The Relevant Rules shall be an integral part of this Agreement and shall have the same force and effect as this Agreement.

有关规则是本协议不可分割的一部分，与本协议具有同等法律效力。

* + 1. Seller agrees to abide by the terms and conditions set forth in this Agreement and all Relevant Rules when using the Services (as defined below).

个人买手在使用服务（定义见下文）的同时，同意遵守本协议及所有有关规则的条款及条件。

* 1. Amendment of Agreement and Relevant Rules.

修订本协议及有关规则。

* + 1. taoerwan shall have the right, in its sole discretion, to amend and restate this Agreement and any Relevant Rules from time to time and give notice to Seller.

淘二万有权自行酌定不时地修订及重述本协议及/或任何有关规则，并公示通知个人买手。

* + 1. All amended and restated Relevant Rules shall become effective immediately upon its publication on the taoerwan Website.

所有经修订及重述的有关规则将于淘二万网站上公布后即自动生效。

* + 1. Seller’s logging-in to the taoerwan Website and clicking on the “Acceptance” dialog and/or continuance of use of the Services after the publication of the amended and restated Agreement and/or Relevant Rules shall be deemed as consent on the part of Seller to accept and be bound by the amended and restated Agreement and/or Relevant Rules.

个人买手在经修订及重述的本协议及/或有关规则发布后登录淘二万网站点击“确认接受”及/或继续使用服务应表示个人买手已接受经修订及重述的本协议及/或有关规则并同意受其约束。

* + 1. In the event that Seller does not agree to any of the amended and restated Agreement and/or Relevant Rules, Seller shall terminate this Agreement in accordance with the terms and conditions set forth in Clause 10 of this Agreement.

个人买手如不同意任何经修订及重述的本协议条款及/或有关规则，必须按本协议第9条所载之条款和条件终止本协议。

1. **2.Services**

**服务**

taoerwan agrees to provide, during the Term, the following services to Seller (the “**Services**”):

淘二万同意在协议期间内向个人买手提供以下服务（下称“**服务**”）：

* 1. Network Information Services.taoerwan shall provide Seller with the following network information functions and services on the taoerwan Website:

网络信息服务。淘二万须在淘二万网站上向个人买手提供以下的网络资讯功能及服务：

* + 1. Product search;

交易平台商品信息搜寻服务;

* + 1. Online product listing and management services;

在线商品信息发布并管理服务；

* + 1. Communicating, Ordering and Contracting with other users of the taoerwan Website;

与其它淘二万网站用户沟通，订立订单及销售合同的服务;

* + 1. Credit rating of other users of the taoerwan Website;

其它淘二万网站用户的信用评价服务;

* + 1. Online order management system services and arrange for payment collection

在线订单管理并且安排代收淘二万其他用户订单货款的服务

* + 1. Any other network information services agreed to be provided by taoerwan from time to time during the Term.

淘二万同意在协议期间内不时提供的其他网络资讯服务。

* 1. Payment Collection Services

代收代付订单销售款服务

Upon the following terms, taoerwan will work with its authorized partners, to provide order payment collection and currency conversion services for Seller though qualified third party payment service providers.

依照下述条款，淘二万和其授权合作伙伴将共同合作，通过有资质的第三方支付机构给个人买手提供收取中国本土订单交易款并代为结汇结算的服务。

* + 1. Seller must price its product with RMB(or Chinese Yuan). taoerwan will arrange to collect order payments with RMB from taoerwan website's users. After the Customers confirm the receipt of goods or are deemed to confirm the receipt of goods according to the order system, periodically or occasionally requested by Seller, taoerwan will authorize its partners to convert this payment into foreign currency with exchange rate defined below under strict compliance and processes required by China regulations, and pay to the designated account of Seller;

个人买手的商品销售定价必须为人民币定价，淘二万负责安排收取淘二万其他用户订单下以人民币计价的交易款。 在消费者确认收货或根据订单系统被视为确认收货后，淘二万将委托其授权合作伙伴定期或不定期得到个人买手的要求的情况下，依照中国法律要求的流程，按照下面约定的汇率购买相应等额的外汇支付到个人买手指定收款账户；

* + 1. Exchange rate defined  
       The exchange rate will be choose from selling rate or middle rate, whichever is higher, posted by Bank Of China on the exact date when taoerwan converting the payment into [U.S Dollar];

约定汇率为淘二万购汇当日中国银行发布的银行卖出汇率或中间结算汇率中的最大值；

* + 1. taoerwan or its partners will deduct corresponding services fees and/or any other fees authorized by Seller and then refund remaining funds without interest to Seller.

上述代收交易款中，淘二万及相关授权合作伙伴将会扣除相应服务费以及个人买手委托授权淘二万代为支付其他费用后无息支付。

* 1. Seller agrees and accepts that all the third party payment services under this Agreement will be provided by a qualified authorized partnership.

个人买手同意并接受：本协议下所有有关的第三方支付服务均由有资质的授权合作伙伴提供。

* 1. Other Services. taoerwan may provide or offer to provide Seller with other products or services from time to time during the Term.

其他服务。淘二万可在协议期间内不时向个人买手提供或允诺提供其他商品或服务。

1. **3.Conditions Precedent**

**先决条件**

* 1. Conditions Precedent. taoerwan’s provision of Services is conditional upon the following conditions having been satisfied in full by Seller:

先决条件。淘二万开通服务的前提条件是个人买手已完全满足以下所有条件：

* + 1. It has provided the registration information and materials as required by this Agreement;

其已提供本协议要求的完整的注册信息及各项文件材料；

* + 1. Its online acceptance of the taoerwan Website Terms of Service at the taoerwan Website;

其已在淘二万网站上点击同意接受《淘二万网站服务条款》的约束；

* + 1. Its fulfillment of all the requirements of “taoerwan Website – Seller Standards 2016” set forth in Appendix 1 to this Agreement and provide all of the supporting documents required by the Appendix 1;

其符合本协议附件一所载之《淘二万网站—2016年度招商标准》规定的所有条件并提供了本协议附件一所要求的所有证明文件；

* + 1. Its payment of Publishing Fees set forth in Clause 8 of this Agreement to the taoerwan Payment Account； Details of the Designated Payment Account will be provided by taoerwan to Seller in writing.

其已将本协议第7条规定的发布费支付至淘二万的收款账户；指定收款账户的详细资料由淘二万通过书面形式向个人买手提供。

(the “**Conditions**”)

（下称“**先决条件**”）

* 1. Waiver. taoerwan may, to such extent as it thinks fit and is legally entitled to do so, at any time waive in writing any of the Conditions.

豁免。在合法及其认为合适的前提下，淘二万有权在任何时间以书面形式豁免任何先决条件。

* 1. Conditions not Satisfied. If any of the Conditions (which have not previously been waived by taoerwan) is not satisfied, taoerwan shall not be obliged to make any of the Services available to Seller.

不满足先决条件。如个人买手不能满足任何先决条件（且未经淘二万事先豁免），淘二万无义务开通任何服务供个人买手使用。

* 1. Notification. After Seller provides all required documents for satisfaction of the Conditions that are satisfactory to taoerwan, taoerwan shall provide Seller with a written confirmation (the “**Notice of Service Availability**”) and ensure that the Services will be available to Seller for its use within fourteen (14) days upon the date of issue of Notice of Service Availability.

通知。个人买手提供所有令淘二万满意的证明满足先决条件所需相关文件后，淘二万应向个人买手提供一份书面确认（下称“**服务开通通知**”），并承诺将于发出服务开通通知后十四（14）天内开通服务给个人买手。

* 1. **Other conditions.**
     1. Notification of Change.During the Term (as defined below), Seller shall notify taoerwan, immediately upon knowledge, of any changes to the Supporting Documents. In the event that such changes would render Seller unable to fulfill any of the conditions of “taoerwan Website –Seller Standards 2016” set forth in Appendix 1, taoerwan shall have the right to terminate this Agreement immediately upon written notice to Seller;

变更通知。协议期间（定义见下文）内，个人买手应在其知悉证明文件发生任何变更后及时通知淘二万，如证明文件变更后导致个人买手不再符合附件一所载之《淘二万网站—2016年度招商标准》的任何条件，淘二万有权以向个人买手发出书面通知的方式立即终止本协议；

* + 1. Additional Documents.taoerwan shall have the right to check and review from time to time the Supporting Documents provided by Seller and shall have the right to request Seller to submit any additional documents as deemed necessary by taoerwan. taoerwan shall have the right to terminate the Agreement immediately upon written notice if Seller fails to provide any of the additional documents requested by taoerwan;

其他文件。淘二万有权对个人买手提供的证明文件进行不定时的抽查，并有权在其认为必要的情况下要求个人买手提供任何额外文件。如个人买手不能提供淘二万要求的任何额外文件，则淘二万有权向个人买手发出书面通知的方式立即终止本协议；

* + 1. Update. Seller agrees to assume full liabilities for its failure to update any and all of the Supporting Documents with the relevant government authorities; and

资料更新。个人买手同意为其未及时向任何有关政府机关更新其任何及所有证明文件的后果承担全部责任；及

* + 1. Seller authorize taoerwan and its partner verify the Supporting Documents provided by Seller with local authorities, industry association, credit bureau, other businesses involved, and/or necessary organizations, and give taoerwan and its partners full permission of releasing the Supporting Documents to the above organizations.

个人买手授权淘二万及授权合作伙伴向个人买手所在地政府，行业协会，信用评级机构或者其他关联企业，和有必要的机构审查核实个人买手所提供的证明文件的真实性，并允许淘二万及合作伙伴向上述机构企业披露个人买手提供的证明文件。

* + 1. True and Accurate.Seller guarantees that any and all of the Supporting Documents submitted to taoerwan are true, accurate and valid. In the event that any dispute is arisen from any third party against taoerwan, or any penalty is imposed by any relevant government authority on taoerwan in connection with issues relating to the truthfulness, accuracy or validity of any of the Supporting Documents provided by Seller, Seller shall be solely liable for any such dispute or penalty and shall indemnify and hold harmless taoerwan and its affiliates, directors, employees, and agents from any and all losses and expenses incurred by taoerwan in connection with such dispute or penalty.

真实及准确。个人买手保证其向淘二万提供任何及所有的证明文件为真实、准确及有效。 淘二万如因个人买手所提供的任何证明文件的真实性、准确性或有效性问题而与任何第三方发生纠纷或被任何相关政府机关处罚，个人买手应当就该等纠纷或处罚独立承担全部责任，并赔偿淘二万及其关联方、董事、雇员、代理人关于该等争议或处罚发生的任何及所有支出及损失，并使其免受损害。

1. **4.Rights and Obligations of taoerwan**

**淘二万的权利和义务**

* 1. Maintenance. taoerwan shall at all times during the Term maintain the operation of the taoerwan Website as a whole.

平台维护。淘二万应在协议期间内维护整个淘二万网站的正常运行。

* 1. Product Listing Type and Quantity.taoerwan shall have the right to, based on the description of business scope set forth in Seller’s business registration certificate (or the equivalent) and the description of Seller’s storefront on the taoerwan Website, make any decisions or adjustments to the type and/or quantity of product listings that Seller is entitled to post on the taoerwan Website.

商品发布种类和数量。淘二万有权根据个人买手在淘二万网站对自己店铺经营范围的描述自行决定或调整个人买手于淘二万网站有权发布商品的类目种类和数量。

* 1. Response. taoerwan shall, within a reasonable time, respond to any questions or issues raised by Seller in connection with matters related to transactions or account registration on the taoerwan Website.

回复。对个人买手在淘二万网站的与交易或注册有关的问题及反映的情况，淘二万应在合理时间内作出回复。

* 1. Prior Review.taoerwan is entitled to conduct prior review of relevant Seller’s transactions or matters related to Seller’s transaction on the taoerwan Website in the event as follows:

事先审查。出现如下情况时，淘二万有权对相关个人买手在淘二万网站的交易行为以及与交易有关的其它事项进行事先审查：

* + 1. a third party notifies taoerwan of a suspected breach of this Agreement, any laws or Relevant Rules on the part of Seller; or

第三方通知淘二万，认为个人买手可能有任何违法或违反本协议或有关规则的情况；或

* + 1. taoerwan has reason to suspect that Seller is in breach of this Agreement, any laws or Relevant Rules,

淘二万有理由认为个人买手可能有违法或违反本协议或有关规则的情况，

taoerwan shall have the right to conduct any relevant enforcement actions against Seller, including but not limited to deleting any content posted by Seller onto the taoerwan Website, imposing functional restrictions on Seller’s storefront, suspending the Services, in accordance with the provisions of the this Agreement or the Relevant Rules. taoerwan reserves the right to commence legal actions against Seller for any and all legal liabilities that arise out of any unlawful acts, infringements of any legitimate rights of third parties, or breaches of this Agreement on the part of Seller.

则淘二万有权根据本协议或有关规则的规定对个人买手采取相关执行行动，包活但不限于删除个人买手在淘二万网站发布的任何信息内容、对个人买手店铺实行服务功能限制或停止对该个人买手提供服务。淘二万保留其就个人买手的违法行为、侵犯他人合法权利、或违反本协议约定的情况向个人买手提起法律程序的权利。

* 1. Review Rights.Notwithstanding Clause 4.4 of this Agreement, taoerwan shall have the right, from time to time, to review Seller’s transactions and registration data on the taoerwan Website. If taoerwan has reason to suspect that Seller is in breach of this Agreement, any Relevant Rules or any relevant laws, taoerwan shall have the right to issue a notice for rectification to Seller and carry out any relevant enforcement actions set forth in the Relevant Rules.

查阅权。尽管本协议第4.4的规定，淘二万有权对个人买手在淘二万网站上的注册数据及交易行为不时进行查阅。若淘二万有理由怀疑个人买手违反本协议、有关规则或相关法律的任何条款，淘二万有权向个人买手发出要求改正的通知并直接按有关规则的规定采取任何相关的执行行动。

* 1. Publication.If taoerwan has sufficient evidence to determine that Seller is in breach of the relevant laws or the terms of this Agreement, taoerwan shall have the right to publicize as such on the taoerwan Website.

公布。淘二万若有足够事实依据认定个人买手存在违法或违反本协议行为的，淘二万有权在淘二万网站公布个人买手的该等行为。

* 1. Content Removal.taoerwan shall have the right to delete any content or information uploaded by Seller onto the taoerwan Website (the “Uploaded Content”) or take any relevant enforcement actions in accordance with the Relevant Rules if the Uploaded Content, in the sole discretion of taoerwan, amounts to any of the following:

信息删除。若个人买手在淘二万网站发布的信息（下称“发布信息”）属于以下任何的信息，淘二万将有权自行删除该发布信息及根据有关规则向个人买手采取相关的执行行为：

* + 1. information intended for avoiding payment of Technical Service Fees (as defined below);

以规避技术服务费用（定义见下文）为目的的信息；

* + 1. information intended for speculatively promoting one’s credibility or sales volume on the taoerwan website;

以在淘二万网站上炒作信用、销量为目的的信息；

* + 1. information which taoerwan reasonably believes as malicious or fraudulent in nature;

淘二万有理由相信存在欺诈等恶意或虚假内容的信息；

* + 1. information which taoerwan reasonably believes as irrelevant to the transaction(s) on the taoerwan Website;

淘二万有理由相信与淘二万网站上交易无关的信息；

* + 1. information which taoerwan reasonably believes as a form of malicious bidding or interference of the taoerwan Website’s transaction order; or

淘二万有理由相信存在恶意竞价或其它试图扰乱淘二万网站正常交易秩序因素的信息；或

* + 1. information which taoerwan reasonably believes as contrary to public interests or would seriously jeopardize taoerwan’s legitimate interests and/or would seriously jeopardize third parties’legitimate interests.

淘二万有理由相信属违反公共利益或可能严重损害淘二万合法权益，和/或其它第三方合法利益的信息。

* 1. License.Seller hereby grants taoerwan a non-exclusive, transferable, worldwide, sub-licensable, and royalty-free license to use, copy, amend, rewrite, publish, translate, distribute, execute and exhibit any and all information Seller has provided to taoerwan or uploaded onto the taoerwan Website solely for the purposes of this Agreement and not otherwise.

授权。个人买手在此授予淘二万非独家的、可进一步转让或授权的、全球性的及免许可费用的许可使用权利，使淘二万有权(全部或部份地)为履行以本协议的目的而非为其他目的而使用、复制、修订、改写、发布、翻译、分发、执行和展示个人买手提供给淘二万或个人买手公示于其淘二万网站的任何及所有信息。

* 1. Cookies.Seller agrees and confirms that taoerwan may have the right to use cookies on the taoerwan Website to identify Seller’s computer. When Seller logs on to the taoerwan Website, taoerwan may use cookies to provide Seller with personalized services. Seller shall stop using certain Services if Seller refuses taoerwan to use cookies.

小型文字档案“Cookies”。个人买手同意并确认，淘二万可以在个人买手的电脑上设定或取用淘二万网站的小型文字档案（俗称“cookies”）；在个人买手登录淘二万网站时，淘二万可使用cookies为个人买手提供个性化服务。如果个人买手拒绝淘二万使用cookies，个人买手应停止使用服务。

* 1. Assignment.Seller agrees that taoerwan shall have the right to assign any and all of its rights and obligations under this Agreement to its affiliates.

转让。淘二万有权将本协议项下的任何及全部权利义务转让给其关联公司，个人买手在此对该等转让表示同意。

* 1. Updated Relevant Rules.taoerwan shall have the right at any time to amend, restate, add, or delete any Relevant Rules at its sole discretion and Relevant Rules shall be published and confirmed pursuant to Article 1.3 set forth herein.

修订有关规则。淘二万有权在任何时间自行修订、重述、增加、或删除任何有关规则，并按本协议第1.3条的相关约定进行公示和确认。

* 1. Ownership of Data.Unless otherwise expressly agreed to in writing by Both Parties, taoerwan shall own all rights, title, and interest, including but not limited to the copyright, ownership right and its usage right of the webpage and any data or records derived from transactions and browsing, in all data, records, information and materials of any kind, that Seller may independently create, develop, prepare, or derived based on its operation on the taoerwan Website and TAOERWAN partners within the scope of this Agreement during the Term. Such data, records, information and materials include but are not limited to the entire content of texts, software, audios, pictures, videos, graphics, logos, layouts, designs, advertisements and promotional materials produced and all data generated on the taoerwan Website pursuant to this Agreement.

数据持有权。除双方另作书面同意, 淘二万将拥有任何个人买手于本协议范围内在淘二万网站上创建、开发、准备或针对其营运所衍生的数据、记录、资料及材料的权利，当中包括但不限于网页版权、及一切衍生的浏览和交易纪录及数据的所有权包括但不限于其中所包含的使用权等所有的权利及其所有权及权益, 其中包括但不限于为根据本协议产生的文字、软件、视像、图片、影片、图案、图形、版面设计、外观设计、广告及宣传物资、一切之信息及衍生的浏览和交易纪录及数据。

1. **5.Rights and Obligations of Seller**

**个人买手的权利及义务**

* 1. No Misleading Descriptions. Seller shall not post any misleading, incorrect, or inaccurate information related to its products onto the taoerwan Website. Seller shall procure that all content and information relating to its products and services posted on the taoerwan Website (the “**Product Information**”) shall be consistent with the following standards:

如实描述。个人买手不能于淘二万网站发布有关商品的任何误导性、不正确、或不准确的信息。 个人买手须促使发布到淘二万网站的任何关于其商品和服务的内容及资料（下称“**商品资料**”）符合以下所有的标准：

* + 1. Buyers of the taoerwan Website shall be able to view the Product Information (including but not limited to product descriptions and product images) directly on the webpage of the taoerwan Website;

淘二万网站买家均可在该商品的详情页面上直接查看商品资料（包括但不限于文字描述、商品图片）；

* + 1. Any and all information related to Seller’s products, including but not limited to product details, product descriptions, shipping terms, supplemental items, shipping costs, communicated by Seller to buyers shall be deemed as “Product Information” and shall not be misleading, incorrect, or inaccurate;

个人买手与买家在交易和沟通过程中就商品作出的任何及所有信息，包括但不限于商品详情、商品描述、运输条款、邮费、发货情况、交易附带物件描述也属于商品资料。商品资料不能误导、不真实、或不准确；

* + 1. Any problems or defects in the quality of Seller’s products shall be accurately and not misleadingly described in the Product Information, otherwise Seller shall be liable for any claims or disputes that arise out of issues relating to Seller’s product defects and/or quality issues; and

个人买手有义务就商品本身存在的质量问题及/或瑕疵而引起的任何索赔及争议承担责任，除非个人买手已事先在商品资料中准确地及无误导性地进行了质量问题及瑕疵的描述；及

* + 1. Seller shall not upload onto the taoerwan Website any potential infringing information, including but not limited to pictures extracted, taken from, or used in magazines, official website(s), or other advertisements without the authorization of the intellectual property owner of such pictures.

个人买手不能在没有相关知识产权所有人授权下在淘二万网站上发布任何可能构成侵权的信息，包括但不限于任何从杂志、官方网站、或其他广告摘录、取得或使用过的照片。

* + 1. (e) TAOERWAN charges all fees in the process of the entire service, excluding advertising costs and expenses of promoting business by third parties. If any goods introduction and other related contents released by sellers of enterprises, result in any administrative punishments to TAOERWAN, sellers of enterprises should compensate penalties and undertake relevant liabilities.

除商户要求投放的第三方推广业务外，淘二万在服务过程中收取的任何费用（若有），均不包括广告费用。如因买手发布的商品介绍及其他相关内容，导 致相关行政部门对淘二万进行行政处罚，相关罚金及责任由买手自行承担。

* 1. Undertakings. Seller shall observe any and all undertakings made directly or indirectly to users of the taoerwan Website, including but not limited to undertakings made under this Agreement, the Relevant Rules and any other forms of communications with buyers.

遵守承诺。个人买手应当严格遵守通过各种方式直接或间接向买家作出的承诺，包括但不限于在本协议、有关规则项下以及通过其他方式与买家沟通时作出的承诺；

* 1. Genuine Products Guarantee. Seller shall guarantee that the products it sells on the taoerwan Website are genuine. In the event that a buyer:

正品保证。个人买手需保证其在淘二万网站出售的商品均为正品。若买家：

* + 1. has reason to believe that the products he purchased and received from Seller through the taoerwan Website:

有理由认为其在淘二万网站购买并收到的商品为：

* + - 1. are counterfeits,

假冒（包括盗版）商品；

* + - 1. do not conform with the material/ingredient descriptions represented by Seller, or

不符合个人买手所作的材料/材质描述；或

* + - 1. are not the original products manufactured by the brand owner;

非品牌所有人生产的原厂正品，

* + 1. fails to reach a settlement agreement with Seller;

与个人买手协商未果；

* + 1. validly files a claim for compensation to protect his interests (the “**Consumer Protection Claim**”); and that

发起针对个人买手的有效维权索赔（下称“**消费者保障索赔**”）； 及

* + 1. taoerwan reviewed the dispute and buyer’s claim and determined that the buyer’s Consumer Protection Claim is eligible,

淘二万审核争议及买家索赔后判定消费者保障索赔申请成立，

Seller shall:

则个人买手同意：

* + 1. refund to the buyer the actual payment made by the buyer in full for such products;

按照本协议之约定向买家退回其实际支付的商品价款；并

* + 1. pay for the shipping fees for returning such products.

支付商品退回所需的运费。

The rules governing Genuine Product Guarantee are set forth in “taoerwan Website Rules Governing Genuine Products Guarantee”.

有关正品保证的规则载列于《淘二万网站正品保证规则》。

* 1. Compensation in Advance.

先行赔付。

* + 1. In the event that a buyer suffers any damages that arise out of Seller’s failure to observe its obligation of Genuine Products Guarantee set forth in Clause 5.3 of this Agreement, taoerwan shall have the right to:

如因个人买手未履行本协议上述第5.3条提及的正品保证而导致买家权益受损的情况下，淘二万有权：

make any judgments or decisions as to whether Seller is liable to make any compensations for the Consumer Protection Claim.

判定个人买手是否应依据消费者保障索赔履行赔付义务。

* + 1. Seller agrees that if taoerwan:

个人买手同意当淘二万：

makes any payment out of its own fund for a Consumer Protection Claim with respect to Seller,

使用自有资金代个人买手向买家进行赔付时，

Seller is deemed to have breached its obligations under Clause 5.3 of this Agreement and taoerwan shall have the right to take any relevant enforcement actions as it thinks necessary, including but not limited to terminating this Agreement immediately upon written notice to Seller and/or claiming Seller the same amount taoerwan paid out of its own fund for the Consumer Protection Claim.

个人买手即被视为违反本协议第5.3条的规定，淘二万有权向个人买手作出其认为需要的任何相关执行行为，包括但不限于向个人买手书面通知立即终止本协议及/或向个人买手索赔淘二万使用自有资金赔付的消费者保障索赔的等额款项。

* 1. Buyer Protection.

消费者保障责任。

* + 1. Seller understands and agrees to use commercially reasonable efforts to protect the interests of buyers of the taoerwan Website. Seller shall fulfill any and all obligations relating to the protection of buyers’ interest provided by laws or set forth in this Agreement (including but not limited to the provisions set forth in Clause 5 of this Agreement and the Relevant Rules);

个人买手明确了解并同意个人买手需按商业上合理的努力保障淘二万网站消费者权益。个人买手需履行任何及所有法定的及本协议阐述个人买手应履行消费者保障的义务（包括但不限于本协议第5条及有关规则阐述的义务）；

* + 1. Seller shall use commercially reasonable efforts to cooperate with taoerwan and the buyer in any Consumer Protection Claim;

个人买手需尽商业上合理的努力积极配合淘二万和买家处理消费者保障索赔；

* + 1. Seller shall provide any and all evidential documents requested by taoerwan pursuant to any Consumer Protection Claim, and Seller shall ensure that the evidential documents submitted are real, lawful, and valid; and

个人买手同意当淘二万受理买家提出的消费者保障索赔申请时，在淘二万要求的时间期限内提供相关证据材料，以证明与买家交易的商品不存在买家提出的问题或符合双方的约定，并保证所提交的证据材料真实、合法及有效；

* + 1. Seller understands and agrees that taoerwan shall have the right to announce on the taoerwan Website from time to time any new or amended obligations of consumer protection to be observed by Seller, and Seller shall agree to abide by any such new or amended obligations. In the event that Seller disagrees with any such new or amended obligations of consumer protection, Seller shall terminate this Agreement pursuant to Clause 9 of this Agreement. Seller’s continued use of the Services after the announcement of new or amended obligations of consumer protection shall be deemed as its irrevocable acceptance of such new or amended obligations.

个人买手了解并同意淘二万有权在淘二万网站不时公示新增的消费者保障义务或对原消费者保障义务内容进行修订。个人买手对任何新增或修订的消费者保障义务若有异议，应当按本协议的第9条终止本协议，如在新增或修订的消费者保障义务公示后继续使用服务，则意味着个人买手不可撤销地接受该等新增或修订内容。

* 1. Product Source Inspections.

商品来源检查。

* + 1. Seller shall comply and cooperate with taoerwan’s random inspections on the source of products sold (or to be sold) by Seller on the taoerwan Website;

个人买手有义务接受淘二万对其出售（或将售）商品是否具有合法进货来源作不定期检查；

* + 1. Seller shall retain on file any and all evidentiary documents for proving that Seller’s products are originated from a lawful and legitimate source; and

个人买手有义务保留其商品具有合法及正当进货来源的相关凭证；

* + 1. In the event that Seller failed to provide sufficient evidentiary documents to prove that its products are originated form a lawful and legitimate source, Seller agrees that taoerwan shall have the right to decide whether Seller’s products are sourced from a lawful and legitimate source in its sole discretion and take any relevant enforcement actions in accordance with the Relevant Rules.

若个人买手无法提供合法及正当进货来源凭证，个人买手同意，淘二万有权根据实际情况对商品的真伪自行作出判断并根据有关规则的规定进行任何执行处理。

* 1. Product Quality Inspections. Seller shall cooperate with taoerwan regarding any and all product quality inspections and tests carried out by taoerwan and/or an independent third party from time to time during the Term respectively. Reports on the quality of Seller’s products shall be prepared by the independent third party, and Seller shall not dispute the outcome or conclusions of such reports. In the event that the reports have shown that Seller’s product suffers from serious quality defects or issues, Seller shall bear the costs of the independent third party’s inspection of products and preparation of the report.

质量抽检。个人买手有义务接受并合作于淘二万及/或淘二万选择的独立第三方质检机构于协议期间内不时基于商品品质控制需求对其在售商品进行的质量抽检。 其检测报告将由独立第三方机构出具，个人买手对检测结果不能持有异议。对于经检测证明存在严重质量瑕疵或问题的商品，独立第三方机构的检测和报告费用由个人买手承担。

* 1. No Bribery. Other than payment of the Technical Service Fees, Seller and its employees shall not offer, promise, give, authorize, solicit or accept to or from taoerwan, its directors, employees, or other third parties any undue pecuniary or other improper business or personal advantage of any kind (or imply that they will or might do any such thing at any time in the future) in any way connected with this Agreement.

不行贿受贿。除缴付本协议所定的技术服务费外，个人买手其或雇员不能以任何方式就本协议向淘二万、其董事或雇员或其他第三方提供、承诺、赠予、授权、招揽、或接受任何金钱或其他不正当的商业或个人好处（或暗示他们会或有可能在未来任何时候作出同样事情）。

1. **6.Representations, Warranties and Undertakings by Seller**

**个人买手的陈述、保证及承诺**

Seller hereby represents and warrants to taoerwan that each statement contained in this Clause 6 is true, accurate, complete and not misleading in all respects, and will continue to be so until the expiry of the Term:

个人买手特此向淘二万陈述和保证本协议第6条的陈述为真实、准确、完整及不具误导性，并且截至协议期间届满之日所有陈述始终为真实、准确、完整及不具误导性：

* 1. Lawful and Valid Information.The information provided by Seller to taoerwan for account registration is true, accurate and valid. Contact information such as e-mail address, telephone number, address, postcode, and etc. is all valid and secure, and taoerwan and users of the taoerwan Website shall be able to contact Seller using such contact information;

合法有效资料。个人买手向淘二万提供的注册资料是真实、准确、有效的，并保证其诸如电子邮件地址、联系电话、联系地址、邮政编码等内容的有效性及安全性，保证淘二万及淘二万网站其他用户可以通过上述联系方式与个人买手进行联系；

* 1. Abide by Relevant Rules.Seller shall at all times during the Term abide by the terms and conditions of this Agreement and all Relevant Rules published or to be published on the taoerwan Website;

遵守有关规则。个人买手将在协议期间内的任何时间遵守本协议以及所有已公示或将公示于淘二万网站的任何有关规则及其相关流程；

* 1. Authorization.Seller has all requisite power and authority to execute the Agreement and to carry out and perform its obligations thereunder. All action on the part of Seller (and, as applicable, its employees) necessary for the authorization, execution of the Agreement, and the performance of all obligations of Seller, has been taken or will be taken prior to the execution of this Agreement. This Agreement has been duly executed by Seller. This Agreement will be valid and legally binding obligations of Seller, enforceable against Seller in accordance with its terms;

授权。个人买手拥有所有签订本协议及履行本协议阐述的所有义务的必要权力和授权。个人买手（及其雇员，如适用）已完成或将于签订本协议前完成个人买手签订本协议及履行本协议阐述的义务所需的所有行动。本协议已由个人买手适当签订。本协议有效并对个人买手具法律约束力，可按其条款的规定向个人买手强制执行。

* 1. Published Information.All information posted by Seller on the taoerwan Website is true, accurate and in compliance with any and all relevant laws and regulations of relevant countries and the Relevant Rules;

信息发布。个人买手发布于淘二万网站上的所有信息为真实、准确，符合所有有关国家的相关法律法规及所有有关规则；

* 1. Rights to Sell.Seller has the right to post the product listings and sell the products it posted on the taoerwan Website. Seller shall not infringe the legitimate rights of any third parties, including but not limited to the intellectual property rights, property ownership rights of any third parties;

合法销售权。个人买手对其发布于淘二万的交易信息中所涉商品有合法的销售权， 并承诺拥有合法的权利和资格向淘二万上传有关商品销售信息并进行销售，且前述行为未对任何第三方合法权益，包括但不限于第三方知识产权、物权等构成侵害；

* 1. Principle of Honesty.Seller shall (i) observe the principle of honesty in using the Service, (ii) not conduct any acts of unfair competition in any and all transactions on the taoerwan Website, and (iii) not maliciously or dishonestly disrupt or interfere with the operation of transactions on the taoerwan Website;

诚实信用原则。个人买手应（i）在使用服务时遵守诚实信用的原则，（i） 不在淘二万网站上的任何及所有交易过程中采取任何不正当竞争行为，及（iii）不恶意或不诚实地扰乱淘二万网站上交易的正常秩序；

* 1. Compliance with Law. Any and all of its acts in using the Services are in compliance with any and all applicable laws and regulations. Seller shall be solely liable for all legal liabilities that arise out of its breach or violation of any and all applicable laws and regulations;

合法。 个人买手保证其使用服务时实施的所有行为均遵守任何及所有适用法律及法规。如有违反任何有关法律或法规而导致任何相应的法律后果，个人买手将独立承担所有其相应的法律责任；

* 1. Use of Data.Seller shall not, without the prior written approval of taoerwan, use any data or information on the taoerwan Website for any commercial purposes unrelated to its use of the Services, including but not limited to duplicating, distributing, or disclosing to other persons the data or information published by other users of the taoerwan Website;

数据利用。个人买手在未经淘二万事先书面批准的情况下不对淘二万网站上的任何数据作无关其使用服务的商业性利用，包括但不限于在复制、传播或向他方披露等方式使用在淘二万网站上其他用户展示的任何资料；

* 1. Use of Intellectual Property Works. Seller shall not, without the prior written approval of taoerwan, utilize taoerwan or other users of the taoerwan Website’s intellectual properties or data for any commercial purposes unrelated to its use of the Services, including but not limited to using or duplicating the trademark, design, domain name, website address or proprietary works of taoerwan on the taoerwan Website;

知识产权作品使用。个人买手在未经淘二万事先书面批准的情况下不对淘二万网站上任何属于淘二万或其他淘二万网站用户之知识产权作品或资料作任何无关其使用服务的商业性利用，包括但不限于使用或复制淘二万之商标、图案、域名、网址、或于淘二万网站上的版权作品；

* 1. Unauthorized Use of Key Words. Seller shall not use or post on the taoerwan Website any key words any brands without the authorization of the relevant brand owners; and

未获授权品牌关键字。个人买手不在淘二万网站上发布的商品中使用任何未获相关品牌所有人授权的品牌关键字；及

* 1. Avoiding Payment of Technical Service Fees.Seller undertakes that it will not use any means or measures, including but not limited to expressly or implicitly persuading any buyers of the taoerwan Website, to transfer or relocate any and all of its transactions on the taoerwan Website to anywhere outside of the taoerwan Website, to avoid or evade payment of any Technical Service Fees to taoerwan. Any such act set forth above committed by Seller shall be deemed as a material breach of this Agreement and taoerwan shall have the right to (i) terminate this Agreement immediately, and (ii) pursue any other remedies reasonably necessary against Seller.

规避技术服务费。 个人买手承诺其不会采取任何手段或措施，包括但不限于明示或暗示淘二万网站任何用户通过其他方式转移其可以通过淘二万网站在线达成的交易,以规避向淘二万支付相关技术服务费，否则将视为严重违约，而淘二万则有权（i）立即终止本协议，及（ii）就其损失向个人买手追偿任何其他形式的补偿。

* 1. No Bribery. Seller or its emplyees has not offered, promised, given, authorized, solicited or accepted to or from taoerwan, its directors, employees, or other third parties any undue pecuniary or other improper business or personal advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with this Agreement.

不行贿受贿。 个人买手或其雇员没有以任何方式就本协议向淘二万、其董事、雇员或任何第三方提供、承诺、赠予、授权、招揽、或从前述人士处接受任何金钱或其他不正当的商业或个人好处（或暗示他们会或有可能在未来任何时候作出同样事情）。

* 1. Delivery of Goods. Seller shall deliver the goods sold on the taoerwan Website in such mode, at such expense and on such terms and conditions as agreed upon with the buyers. Seller shall not require taoerwan and taoerwan shall not be obligated to advise on, arrange for or otherwise assist in the delivery, shipping or otherwise conveyance of any goods sold on the taoerwan Website. taoerwan shall not be liable to Seller, buyers or any third parties for any claims in connection to the delivery, shipping or otherwise conveyance of any goods sold on the taoerwan Website.

商品交付。 个人买手应根据其与买家约定的方式、费用及条款与条件交付其在淘二万网站上销售的商品。个人买手不得要求淘二万、且淘二万亦无义务对个人买手在淘二万网站上所销售的任何商品的交付、运送或运输提出建议、进行安排或以其他方式提供协助。淘二万对个人买手、买家或任何第三方就其有关淘二万网站上所销售的任何商品的交付、运送或运输的索赔不负任何责任。

1. **7.Fees**

**费用**

* 1. Technical Service Fees. Seller shall pay technical service fees to taoerwan for its use of the Services (the “Technical Service Fees”). The Technical Service Fees consist of two parts: “Goods Information Publishing Fee”, and “Transaction Based Services Fee”. Technical Service Fees charged by taoerwan are exclusive of any taxes, duties or other governmental levies or any financial charges. Seller shall pay and be responsible for any taxes, duties, governmental levies or financial charges for the use of the Services in addition to the Technical Service Fees. In the event that taoerwan is required by any applicable law to collect or withhold any taxes or duties, Seller shall pay any such taxes or duties to taoerwan in addition to the Technical Service Fees.

技术服务费。个人买手同意，就其使用的服务向淘二万支付技术服务费（下称“技术服务费”）。技术服务费包含两部分：“商品信息发布费”及“交易服务费”。淘二万征收的技术服务费不包含任何税项、关税、政府征费或其他财务费用。除了技术服务费外，个人买手需自行支付任何因使用服务而产生的的任何税项、关税、征费或财务费用。若淘二万因任何有关法律的原因须向个人买手收取或预扣任何税项或征费，个人买手需向淘二万支付除了技术服务费外的该等税项或征费。

* 1. Goods Information Publishing Fee (“Publishing Fee”).

商品信息发布费(下称“发布费”)。

* + 1. Applicable fee. Seller shall pay to taoerwan a Publishing Fee according to the charging standard published by taoerwan.

费用。个人买手需根据淘二万公告的收费标准向淘二万支付发布费。

* + 1. Terms of Payment.Seller shall pay the Publishing Fee to taoerwan in accordance with the terms of payment set forth in Clause 8.1 of this Agreement.

支付条款。个人买手需按照本协议第8.1条的规定向淘二万支付发布费。

* 1. Transaction Service Charge.On taoerwan's website, this service charge will be calculated based on the actual transaction value between the Seller and taoerwan's registered users at a ratio otherwise published by taoerwan.

交易服务费。个人买手通过淘二万网站成交的交易服务费，以实际交易金额，按淘二万另行公布的扣点计算。

* 1. Promotional Campaign. taoerwan will work with the Seller from time to time in order to promote the Seller's product and services. taoerwan may credit back certain amount of service charges to the Seller given different promotional campaigns. The returned amount will be calculated based on the actual sales revenue occurred and return percentages pre-agreed by Both Parties. All these promotional campaign's fee arrangements or special service charge should be agreed by written documents by Both Parties before the promotional campaigns start.

促销活动。淘二万和个人买手会进行定期或不定期的促销活动。淘二万会按照不同形式的方法给于个人买手不定比例的交易服务费扣点返还。届时会以实际产生的交易服务费及具体返还的扣点进行计算。上述行为以实际促销活动开始前，淘二万与个人买手之间的书面沟通文件为准。

1. **8.Terms of Payment**

**付费条款**

* 1. Publishing Fee. Seller shall pay the Publishing Fee according to the required time and method otherwise published by taoerwan. The Services will only be made available after Seller has settled the Publishing Fee in full.

发布费。发布费应由个人买手根据淘二万另行公布要求的时间和方式进行支付。个人买手发布费全额支付后，服务方可开通。

* 1. Transaction Based Services Fees. <

交易服务费。

* + 1. The amount for each transaction concluded by Seller with buyers on the taoerwan Website as recorded by the system of taoerwan website shall serve as the basis for calculating of Transaction Based Services Fees.

交易服务费以个人买手与淘二万网站买家达成每笔交易的交易额为基数。交易额以淘二万网站服务系统记录的个人买手实际交易额为准。

* + 1. In the event that a buyer filed an application for refund and returned the purchased product(s) to Seller, upon verification of the application, taoerwan shall return to Seller the services fees deducted from the relevant transaction. However, no refunds of this services fees will be made if refund applications are filed without taoerwan's discretion and verification, regardless of what evidence Seller adduced to demonstrate or prove that the relevant transaction(s) and product(s) are refunded and returned to Seller. Both Parties agree that the TAOERWAN Rules for Dispute Resolution and Return of Products shall be applied to the refund and return of the products.

如买家申请退货并把货物退还，而淘二万证实该申请属实，淘二万将向个人买手退还因此退货交易而支付的交易服务费。 而个人买手在不经过淘二万的审核和核实情况下，单独自行安排退货退款的，无论个人买手提供何种证据证明退货相关的退款确实发生，淘二万均不退还交易服务费。有关退货的规则，本协议各方同意适用《淘二万争议处理规范及退货规则》。

1. **9.Term and Termination**

**协议期限及终止**

* 1. Term. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall be effective from the date when Seller has completed the registration and accepted this Agreement by clicking the “Acceptance” dialog on the website (the “**Effective Date**”) and the valid term is long term (the “**Term**”).

协议期限。 除非依据本协议的条款提前终止，本协议自个人买手完成注册并点击确认接受本协议之日起生效（“**协议生效日**”），有效期为长期 (“**协议期间**”)。

* 1. Termination for Convenience.

提前终止。

* + 1. Either Party may terminate this Agreement by providing a thirty (30) day prior written notice to the other Party.

协议任何一方均可以提前三十（30）天书面通知的方式终止本协议；

* + 1. Seller may apply for the termination of this Agreement online by clicking the “Confirm Termination” button on the relevant webpage on the taoerwan Website, Seller is deemed to have provided a written notice of termination to taoerwan.

如个人买手通过淘二万网站在线点击“确认退出”按钮申请终止本协议，个人买手将被认定为已提交书面通知终止本协议。

* 1. Termination for Cause.

因故终止。

* + 1. If Seller breaches any Relevant Rules, obligations, undertakings, representations or warranties under this Agreement, taoerwan shall have the right to terminate this Agreement immediately upon written notice to Seller and take the relevant enforcement actions in accordance with the Relevant Rules and this Agreement;

如个人买手违反任何有关规则或本协议项下的任何义务、承诺、陈述或保证，淘二万有权即时以书面通知个人买手终止本协议，且按有关规则和本协议对个人买手采取相关的执行行为；

* + 1. In the event that Seller on the taoerwan Website:

如个人买手在淘二万网站：

* + - 1. sold any products which infringed the intellectual property rights of any third party;

销售侵犯任何第三方知识产权的商品；

* + - 1. sold second-hand products; or

销售二手商品； 或

* + - 1. received a considerable number of complaints from third parties with regards to its products or service quality,

被第三方多次投诉其商品质量或服务质量，

taoerwan shall have the right to terminate this Agreement immediately upon written notice to Seller;

则淘二万有权立即以书面通知个人买手终止本协议。

* + 1. Unless otherwise agreed in this Agreement, in the event of any breach of this Agreement by either Party, the non-breaching Party may provide the breaching Party with a written notice to require the breaching Party to cure the breach within a reasonably designated time and claim damages against the breaching Party for any loss suffered as the result of the breach. If the breaching Party fails to cure its breach within the designated time, the non-breaching Party shall have the right to terminate this Agreement immediately upon notice in writing.

除非本协议中另行约定，如任何一方发生任何违约事件，非违约方应向违约方发出书面通知，要求违约方在其指定的合理期限内纠正违约行为，并就其因违约行为遭受的任何损失向违约方提出索赔。如违约方未能在指定期间内纠正违约行为，非违约方应有权以书面通知立即终止本协议。

* 1. Log-in. If Seller failed to log-in to the taoerwan Website using its account and password within ninety (90) days of receipt of the Notice of Service Availability, taoerwan shall have the right to terminate this Agreement immediately upon written notice.

登入。 个人买手在收到服务开通通知后九十（90）天内未以服务账户及密码登录淘二万网站的，淘二万有权以书面通知个人买手即时终止本协议。

* 1. Payment. In the event that Seller fails to pay any Technical Service Fees in time or in accordance with the provisions of this Agreement due to any faults not attributable to taoerwan, taoerwan shall have the right to terminate this Agreement immediately upon written notice.

费用支付。 如非因淘二万的原因，个人买手未能按本协议及附件之规定，按期全额支付有关服务费用和/或活动费用，且在淘二万规定的时限内仍未支付，淘二万有权部分或全部以书面通知即时中止或终止本协议。

* 1. Post Termination Matters.

协议终止后事项处理。

* + 1. Regardless of the reason for termination of this Agreement, Seller shall remain fully and solely liable for any liabilities that arise out of its acts prior to the termination of this Agreement.

无论本协议因何原因终止，在协议终止前的行为所导致的任何赔偿和责任，个人买手必须完全且独立地承担；

* + 1. During the Term and after the expiry of Term or Termination of this Agreement, taoerwan shall have the right to retain and use Seller’s any and all registration data and transaction records on the taoerwan Website.

在协议期间内及协议期间届满或本协议终止后，淘二万有权保留并使用个人买手所有的淘二万网站注册数据及交易行为记录；

* + 1. Prior to the termination of this Agreement:

本协议终止之前：

* + - 1. if Seller posted product listings on the taoerwan Website but no transaction for these products have been made, taoerwan shall have the right to delete any and all information relating to such products after the termination of this Agreement; or

个人买手已经上传至淘二万网站的商品信息尚未达成交易协议的，淘二万有权在本协议终止后删除此项商品的任何及全部相关信息；或

* + - 1. if Seller entered into any transaction with buyers on the taoerwan Website, taoerwan shall have the right and discretion to not cancel such transaction after the termination of this Agreement. taoerwan shall have the right to notify the buyer of the transaction of the termination of this Agreement;

个人买手已经与另一淘二万网站买家就某商品信息达成交易协议的，淘二万有权自行决定不取消该项交易。但淘二万有权将本协议终止的情况通知该交易中的买方；

* + 1. Upon notification of termination pursuant to the terms of this Agreement, the termination procedures of Seller’s storefront on the taoerwan Website will commence immediately, and Seller shall settle all transaction related disputes, accounts and invoices matters within thirty (30) days of the commencement of the termination notice.

个人买手店铺在淘二万作出终止本服务协议时立即进入退出流程，个人买手必须在终止通知开始后的三十（30）天内完成处理交易纠纷以及与淘二万之间的账务、发票结算事宜;

1. **10.Confidential Information**

**信息保密**

* 1. Confidential Information.“Confidential Information” shall refer to any and all information provided by one Party to the other Party, including but not limited to product plans, clients, design, cost, products and services, price, financing, promotion scheme, commercial opportunities, staff, product R&D information, while such information is (i) explained as “confidential” when disclosed orally or marked as “confidential” when disclosed in writing, and made into a simplified version of a summary to be sent by the disclosing Party to the receiving Party within thirty (30) days of the date of disclosure; or (ii) to be understood as confidential in nature by anyone using reasonable commercial judgment.

保密信息。 “保密信息” 指的是一方向另一方提供的所有信息，包括但不限于产品计划、客户、设计、成本、产品及服务、价格、融资、推广计划、商业机会、员工、产品研究及开发信息等。该等信息：（i）在口头披露时说明是“保密”的或在书面披露时注明是“保密”的，并简化成概要版从信息披露当天的30日内从披露方发送到接收方的；或（ii）任何人通过合理商业判断将理解为保密信息的。

* 1. Confidentiality Obligation. One Party (as the receiving Party) agrees to adopt the strictest confidential measures to protect the Confidential Information of the other Party (as the disclosing Party). Except for the performance of this Agreement, or for the knowledge of staff or contractors of the receiving Party who have to be informed of the performance of this Agreement and who have entered into a confidentiality agreement with the receiving Party of the same obligations under the confidentiality terms of this Agreement, Confidential Information may not be used for any other purposes. The receiving Party shall take all reasonable measures, including but not limited to taking at least the same measures as it would for protection of its own Confidential Information and highly sensitive information, as to protect the Confidential Information of the disclosing Party from exposure to unauthorized use or casual disclosure. However, the receiving Party shall not be deemed to have breached this Agreement for its disclosure of the disclosing Party’s Confidential Information under the following circumstances:

保密义务。 一方（作为接收方）同意对另一方（作为披露方）的保密信息采取最严格的保密措施。除用于履行本协议，或接收方的员工或承办商在必须了解保密信息来履行本协议并与接收方签订与本协议保密条款同等义务的保密协议外，不得以其他目的使用保密信息。接收方应采取所有合理措施，包括但不限于至少采取接收方保护其自有保密信息和高度敏感信息时采取的措施，以保护披露方的保密信息免于被未经授权使用或无意披露。此外，接收方在以下情况下披露披露方的保密信息不视为违反本协议：

* + 1. Disclosure made in response to a valid order by a court or other governmental or regulatory body, provided that the disclosing Party shall provide reasonable notice to the other Party to enable the other Party to challenge the order;

法院或其他政府部门或监管机关的有效的指令要求的披露，前提是披露方需合理地通知另一方以容许另一方能够就有关指令提出异议；

* + 1. Disclosure made to professional, legal or financial advisers subject to confidentiality undertakings; or

在保密的情况下向专业法律顾问或财务顾问披露；或

* + 1. Disclosure made at the request of relevant securities laws and regulations.

依据有关证券法要求作出披露。

* 1. Exceptions. “Confidential Information” shall not include:

除外。 “保密信息”不包括以下信息：

* + 1. Information known to the public in general not due to any defaults of the receiving Party or any of its agents;

非因接收方或其任何代表的过错而为公众普遍知晓的信息；

* + 1. Information obtained legally by the receiving Party from third parties without any obligation to maintain the information as proprietary or confidential at or subsequent to such time the Confidential Information was obtained; or

接收方合法地从取得保密信息之时或之后不负有保密义务的第三方得到的信息；及

* + 1. Information already in the possession of the receiving Party without breaching any confidentiality obligations prior to its receipt of the same from the disclosing Party.

接收方从披露方接收信息前已在没有违反任何保密责任的情况下知晓的信息。

* 1. Clause 10 of this Agreement shall be effective throughout the Term and shall continue to be effective for a period of one (1) year from the expiration or termination of this Agreement.

本协议第10 条的规定在协议期间内有效，并于本协议届满或终止后的1年内继续有效。

1. **11.Legal Status of taoerwan**

**淘二万的法律地位**

**The taoerwan Website is merely a platform enabling users to source for trading partners, carry on negotiations and transactions for goods and services, and obtain other kinds of trading services;**

**taoerwan's execution of this Agreement does not purport taoerwan and its partners to become a party to any transaction between Seller and any party on the taoerwan Website; taoerwan provides only technical services for the transactions aforesaid, and does not expressly or impliedly warrant (i) the legitimacy and validity of Seller and buyers’ acts or conduct on the taoerwan Website; or (ii) the authenticity, legitimacy, quality or validity of the products sold on the taoerwan Website, and disclaims any and all liabilities in relation thereto. taoerwan shall not be responsible for the delivery, shipping or conveyance of any products sold on the taoerwan Website.**

**淘二万仅作为信息技术服务平台帮助用户物色交易对象，就货物和服务的交易进行协商，以及获取各类与贸易相关的服务的地点。**

**淘二万签订本协议并不意味着其成为个人买手在淘二万网站上与第三方所进行交易的参与者，对前述交易淘二万仅提供技术服务，不对(i) 个人买手和买家在淘二万网站上的行为的合法性、有效性，或(ii) 淘二万网站上销售的商品的真实性、合法性、质量或有效性作任何明示或暗示的担保，并且不承担与前述各项有关的任何及全部责任。淘二万不负责任何淘二万网站上的交易货品的交付、运送或运输。**

**Unless expressly set forth in this Agreement, taoerwan makes no representation and warranty, express or implied, with respect to any matter, including without limitation any representation and warranty on the validity, applicability, accuracy, completeness, reliability, adaptability, quality, stability, timeliness, and free of errors of the Services and their associated information and technologies, and disclaims any liabilities in relation thereto. Seller shall exercise its independent judgment when using the Services, including upon downloading and retrieving information from the taoerwan Website, and assume the risks and damage, including any damage that may arise out of the resulting computer system damage or loss of data, that arise out its use of the Services.**

**除了本协议明确列明外，淘二万不就任何事宜作任何明示或暗示的陈述或保证，包括但不限于对服务及服务所涉的技术和信息的有效性、可适用性、准确性、完整性、可靠性、适应性、质量、稳定性、及时性、及无错误性的陈述或保证，并且不承担与前述各项有关的任何及全部责任。个人买手在其使用服务（包括从淘二万网站下载或获取任何资料）需作出独立判断，并应承担因其使用服务而产生的风险及损失，包括因其电脑系统被损毁或资料灭失所造成的损失。**

1. **12.Indemnity**

**赔偿**

* 1. Seller agrees to indemnify and hold taoerwan harmless from and against any and all claims, demands, suits, liabilities, losses, damages, costs and expenses (including but not limited to reasonable attorneys’ fees and litigation costs) suffered by taoerwan arising out of (1) its breach of any of its representations and warranties contained herein; (2) its breach of any of its obligations hereunder; and (3) any claims other than due to the default of taoerwan. Seller shall notify taoerwan promptly in writing of any claims (whether actual or threatened) upon receipt of such notice. Seller shall forward to taoerwan any complaints it receives against taoerwan, and taoerwan shall have the right to direct on its own the settlement or compromise of such claims, or defend in any suits or legal proceedings in respect of such claims.

若由于(1)个人买手违反本协议该方所作陈述或保证；(2)个人买手违反本协议项下该方任何义务；或(3)非因淘二万违约所产生的任何索赔而导致淘二万招致任何和所有索赔、要求、起诉、诉讼、负债、损失、损害赔偿、成本和费用（包括但不限于合理的律师费和诉讼费用），个人买手应赔偿淘二万并使之不受损害。个人买手应在收到任何（无论实际的或威胁的）索赔通知后及时书面通知淘二万。个人买手应将主要针对淘二万的任何投诉立即转达淘二万，淘二万有权自行就关于该索赔的解决或和解、或基于该索赔的任何诉讼或程序进行辩护。

1. **13.General Terms**

**一般性条款**

* 1. No Assignment. Except as set forth in Clause 4.10 of this Agreement, neither Party may assign or transfer any of its rights or obligations in whole or in part under this Agreement to any third party without the prior written consent of the other Party. This Agreement will bind and inure to the benefit of Both Parties’ permitted successors and assigns.

转让。除本协议第4.10条所规定的情况，未经另一方事先书面同意，任何一方不得向第三方转让本协议下的任何权利及/或义务。本协议对双方容许的承继方和受让方具有约束力，并为双方承继方和受让方利益而订立。

* 1. Governing Law and Settlement of Dispute.This Agreement shall be governed by the laws of People's Republic of China without recourse to its conflict of laws rules and principles. Any dispute, discrepancy or claim, including breach, effect or termination of agreement, arising out of or in connection with this Agreement shall be submitted to the Guangzhou International Economic and Trade Arbitration Commission (or GZIAC) in Guangzhou according to its arbitration rule in effect at the time of the notice of arbitration.

管辖法及争端解决。 本协议适用中华人民共和国法律，任何中国的法律冲突规则或原则不适用于本协议。凡因本协议引起的或与之相关的争议、纠纷或索赔、包括违约、协议的效力和终止，均应根据仲裁通知时其仲裁规则提交位于中国广州的广州国际经济贸易仲裁委员会。

* 1. Notice. Any and all notice by Seller in respect of this Agreement shall be given to taoerwan through its contact information (including but not limited to the telephone number, email address, fax number and address, etc.) published on the official website of taoerwan; any and all notice by taoerwan in respect of this Agreement shall be given to Seller through its contact information (including but not limited to the telephone number, email address, fax number and address, etc.) registered with taoerwan.

通知。个人买手就本协议所作一切通知需通过淘二万登载于官方页面上的联系方式(包括但不限于电话号码、电子邮件地址、传真号码和住所地址)送达：淘二万就本协议所作一切通知需通过个人买手于淘二万处登记的联系方式(包括但不限于电话号码、电子邮件地址、传真号码和住所地址)送达。

* 1. Force Majeure. If either Party is unable to perform or delays to perform its obligations under this Agreement due to events beyond its reasonable control (including but not limited to war, industry actions, acts of God, breakdown of network or public utilities), the Party encountering such events shall not be liable thereto.

不可抗力。 如果任何一方由於在其合理控制范圍之外的事件（包括但不限于战争、工业行动、天灾、网络或公用事业故障）致使其不能履行或延迟履行其在本协议項下的任何义务，則遭受该事件的一方無需就此承担責任。

* 1. Non-Severability.If any terms of this Agreement are deemed unlawful, unenforceable or invalid, such terms shall be performed to the maximum extent permitted by laws, and the remaining terms of this Agreement shall not be affected and shall continue to have their full legal force.

不可分割。 本协议任何条款被认为是违法的、无执行力的或者失效的，该部分条款应按法律容许的最大范围执行，本协议其他的条款将不受影响而仍有全部效力。

* 1. Waiver. The failure of either Party to exercise a right under this Agreement shall not constitute a waiver of the right by the said Party.

权利放弃。 任何一方沒有行使其在本协议下的任何权利，不应被视为该方对该权利的放弃。

* 1. Entire Agreement. This Agreement constitutes the entire agreement between Both Parties hereto, and shall replace any previous oral or written agreement or condition between Both Parties. Any amendment or supplement to this Agreement shall be in writing and become effective and binding on Both Parties pursuant to Clause 1.3.

完整协议。 本协议构成双方之间完整协议，取代之前任何口头或书面之约定或条件。本协议的任何修改、补充必须以书面形式进行，并依据本协议第1.3条对双方生效。

* 1. Language. This Agreement and the Relevant Rules shall be written in Chinese and/or English. In case of inconsistency between the two language versions, the Chinese version shall prevail unless otherwise stated.

语言。 本协议和有关规则以中文和/或英文书就。中文版和英文版不一致的，除非另有规定，则以中文版为准。

**Appendix 1**

**附件一**

**taoerwan Website - Seller Standards 2016**

**淘二万网站—2016年度招商标准**

1. **1.Enrollment Fundamentals**

**入驻须知**

* 1. taoerwan shall have the right and sole discretion to reject any Seller applications for reasons including, but not limited to, lack of brand demand, unstable or adverse business conditions of the applicant, and lack of quality of applicant’s services offered to buyers of the taoerwan Website. taoerwan shall retain the right to require applicants to provide additional material during the application process and/or during their use of the taoerwan Website as Sellers. taoerwan shall retain the right to update this Seller Standards from time to time based on industry standards and practices, relevant laws and regulations, and consumer demand.

淘二万有权根据包括但不仅限于缺乏品牌需求、申请人公司经营状况不稳定或不良、申请人缺乏为淘二万网站买家提供的服务水平等因素退回客户申请；同时淘二万有权在申请人申请入驻过程中及/或其后续作为个人买手使用淘二万网站的经营阶段要求申请人提供其他资质；淘二万将结合各行业发展动态、相关法律规定及消费者购买需求，不定期更新本招商标准。

* 1. Applicants shall ensure that all documents provided to taoerwan in support of their Seller enrollment application are real, relevant and valid. Applicants must confirm the validity of all supporting/qualification documents (such as trademark registration certificates, licensing agreements, etc.) before submission to taoerwan. If any submitted documents are discovered to be not authentic, the applicant will be regarded as dishonest and taoerwan shall have the right to terminate all existing and future working relationships with the applicant.

申请人应确保其向淘二万提供的、支持其个人买手入驻申请的所有文件为真实、有关并且有效。申请人必须在其提交材料给淘二万前确认所有支持性文件/资质文件（如商标注册证、授权书等）的有效性，一旦发现所提交的文件有任何虚假之处，申请人将被列入非诚信客户名单，淘二万将不再与申请人进行合作；

* 1. taoerwan only accepts applications from individuals living outside of Mainland China. Companies incorporated in Hong Kong, Macau and Taiwan are not considered as companies incorporated in Mainland China.

淘二万只接受非在中国大陆（“中国大陆”的定义不包括香港，澳门及台湾）居住的个人的入驻申请；

1. **2.Required materials for Seller enrollment application**

**淘二万申请入驻资质标准**

* 1. Supporting Documents Required for all Sellers:

要求所有个人买手提供的支持性文件

* + 1. A copy of the Seller’s valid license and documents, including but not limited to the driving license, passport, resident permit (green card) and documents certifying his/her domicile, as listed in the relevant rules formulated by taoerwan;

淘二万制定的相关细则所列明的个人买手的有效证照和文件，包括但不限于驾照、护照、居留证（绿卡）复印件以及住所证明文件等；

* + 1. A copy of the Seller’s Bank Account basic information that the bank account name is the same as the Seller's name, and the Appendix 2 attached hereto shall be applied to Seller and shall have the same effect as this Agreement; and Other documents as required by taoerwan

个人买手的银行账户基本信息，显示该银行账户名与个人买手名一致，且个人买手应适用本协议附件二，该附件二与本协议具有同等效力；以及其他淘二万要求的文件。

* + 1. Other documents as required by taoerwan.

其他淘二万要求的文件

1. **3.Restrictions or Prohibitions on Sellers**

**个人买手限制或禁止事项**

* 1. Restrictions on multiple stores operated by a single entity: the same Seller may operate more than one store on the taoerwan Website; however it cannot have overlapping brand selections nor products in those stores.

同一主体开多家店铺限制：同一个人买手可在淘二万网站上经营一家以上店铺，但店铺间经营的品牌及商品不得重复。

* 1. Restrictions on re-enrollment as a Seller on the taoerwan Website:

同一个人买手重新入驻淘二万限制：

* + 1. Any Seller removed from the taoerwan Website for: (i) violations of any rules, policies, or agreements; or (ii) provisions of false supporting/qualification documents，will be permanently banned from enrolling as a Seller on the taoerwan Website;

因(i)违反任何规则、政策或协议；或(ii) 提供伪造支持性文件/资质文件而被淘二万网站清退的，永久限制其作为个人买手入驻淘二万网站；

* 1. Restrictions on renewal: Seller shall submit contract renewal applications and pay the Publishing Fee within a period otherwise agreed by Both Parties. If a Seller fails to make full payment of fees or provide all requisite supporting documents or information, taoerwan will assume control of its store and shut it down within a period otherwise agreed by Both Parties.

续签限制：个人买手须在双方另行约定的期限内完成续签申请的提交，并完成发布费的缴纳，如果个人买手未能足额支付资费或提供所有需要的支持性文件或信息的，淘二万将在双方另行约定的期限内收回并关闭店铺。

* 1. Prohibition on Financial or Investment Related Products or Services: Sellers are prohibited from posting on the taoerwan Website any advertisement, invitation or offering of any financial or investment products, services, advice, or schemes of any form.

禁止于金融或投资相关的产品或服务：个人买手不能在淘二万网站上投放任何涉及金融或投资产品、 服务、 建议、或任何形式的金融或投资方案的广告、邀请、或要约。

**Appendix 2**

**附件二**

**Authorization Letter of bank account for payment collection**

**关于指定收款账户收取交易款的授权书**

To: Taoerwan

致： 淘二万

Hereby, I authorize taoerwan and its partners to collect my sales proceeds and arrange such proceeds to be paid to the payment account provided by me through email：

兹此，我授权淘二万及其合作伙伴代收我的销售货款并安排将该等货款汇至我通过邮件形式提供的收款账户。

I agree to take the full responsibilities of providing accurate bank account information and all possible taxation liabilities. I agree and confirm that once the sales proceeds (after deduction of all applicable fees due and payable to taoerwan or paid by taoerwan on my behalf as agreed in my agreements with taoerwan) is remitted by taoerwan or its partner(s) to the above bank account, the payment obligation of taoerwan to me will be fully released.

我同意对提供准确的银行账户信息和一切潜在的税赋责任承担全部责任。我同意并确认，一旦销售货款（扣除我与淘二万在协议中约定的所有到期应付淘二万的费用或由淘二万代表我支付的费用后）由淘二万或其合作伙伴汇入上述银行账户，淘二万对我的付款义务即告全面完成。

I also represent and warrant that I am the account owner and the account name is exactly my name and I have full right to receive payment via this account, or in case that the above provided account is a third party account, I represent and warrant that the remittance of my sales proceeds to such account by taoerwan or its partner does not and will not violate any applicable laws and regulations.

我同时陈述并保证，我是账户所有人，且账户名与我的姓名完全一致，并且我有完整的权利通过该账户收取款项；若提供的上述账户系第三方账户，我陈述并保证，淘二万或其合作伙伴将我的销售货款汇入该等账户的行为不会且不将违反任何适用法规。

I further undertake that I fully understand that taoerwan and its partners have no responsibilities, nor obligations to verify the information of such bank account, nor the rightful use of the provided bank account, and I undertake to take full responsibilities of such use and the remittance of the sales proceeds and fully indemnify taoerwan and its partners against any and all potential loses, compensations, liabilities, and/or penalties caused by non-compliances with any applicable laws and regulations, and/or disputes caused by or in connection with such arrangement.

我进一步承诺，我完全理解淘二万及其合作伙伴没有责任也没有义务去验证该等银行账户的信息和所提供的银行账户是否被合法使用，且我承诺对该等使用和销售货款的汇款承担全部责任，并对淘二万及其合作伙伴因违反适用法规及/或与该等安排相关或由该等安排导致的争议所遭受的任何及一切潜在损失、赔偿、责任和/或处罚进行全面赔偿。

I further agree that taoerwan and/or its partner are/is entitled to suspend any of such payment if there is a concern of money laundry or other violation of applicable laws and regulations.

我进一步同意，若该等付款涉嫌洗钱或其他违法违规情况，淘二万及/或其合作伙伴有权中止该等付款。