

## **Hongkong Domain Name Information Management Co., Limited Domain Name Registration Agreement**

**PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.**

### 1、 General

(1) This agreement identifies the rights and obligations between Hongkong Domain Name Information Management Co., Limited ("Registrar") and the domain holder ("Customer") or its agent or representative for domain names that are registered and managed at the Registrar by the domain owner or on his behalf.

(2) The terms "we", "us" or "our" shall refer to Hongkong Domain Name Information Management Co., Limited. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

(3) You acknowledge and agree that (i) Hongkong Domain Name Information Management Co., Limited, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site, and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, Nang Wang may occasionally notify you of changes or modifications to this Agreement by email or message. It is therefore very important that you keep your shopper account ("Shopper Account") information, including your email address, mobile phone number, current. Nang Wang assumes no liability or responsibility for your failure to receive a notification if such failure results from an inaccurate or out-of-date email address and mobile phone number.

(4) Hongkong Domain Name Information Management Co., Limited is an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar. You acknowledge and agree that as an ICANN-accredited registrar, Nang Wang is bound by an agreement with ICANN. You acknowledge and agree that Nang Wang may modify this Agreement in order to comply with its agreement with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the TLD or country code top level domain ("ccTLD") in question. As

used herein, the terms "registry", "Registry", "registry operator" or "Registry Operator" shall refer to the registry applicable to the TLD or ccTLD in question. To identify the sponsoring registrar, click [here](#).

(5) The various top-level domains are administered by various different, national or private organizations ("registries"). Both ICANN and each of these organizations have their own terms and conditions relating to the registration and use of the domain names, as well as the proceedings in domain name dispute matters. Registrar is required to pass on these terms and conditions and dispute policies to its customers. By initiating an order for a domain registration or domain transfer, Customer declares to be aware of the existing and current registration conditions of ICANN and the relevant competent organization and accepts them as an essential part of this agreement

## 2、 Registration and transfers of domain names

By requesting a registration and / or transfer a domain name by / to Registrar, Customer authorizes Registrar to carry out on his behalf all entries and changes, which he carries out online by Registrar (eg DNS Updates, WHOIS-Updates, other domain configuration) directly in real time with the respective registry. Registrar is entitled to cancel unwarranted operations.

Customer undertakes to guarantee that the applied-for domain name and the intended use of the domain name do not impair the rights of third parties, further that there are no other legal or factual obstacles in conflict with the registration, further that the chosen name is not contrary to morality, that the registration request occurs in knowledge and consideration of the guidelines and policies of the relevant registry and that he is authorized to request this operation. Registrar is not obliged to verify this authority. Registrar may reject any application to register or transfer of a domain name without reason.

Customer acknowledges that the domain name registration is usually done on a "first-come, first-served" principle. Registrar shall give no guarantee for a successful allocation of ordered domains and becomes free from the duty to perform the service in case of impossibility of the order.

An initial application for the provision of domain names and transfer of domain names from another registrar, the term of the registration can be from one to ten years depending on the domain name.

By applying for a domain transfer from another provider to Registrar, Customer confirms that he is authorized to dispose of the domain name. After the transfer the domain owner is obliged to review the accuracy of the data entered in the Whois of the domain name and to correct them if necessary.

By requesting a transfer of a domain name to a third party ("change of ownership"), Customer confirms that the third party has expressly agreed the change of ownership and the terms of this agreement. Otherwise Registrar is entitled to cancel the change of ownership.

Concerning registration of multilingual domain names or under newly introduced top-level domains Registrar does not have any control of these registrations and it might be possible that the service will be modified, interrupted or even terminated by the registry without prior notice. Registrar has no obligation to guarantee the continuity of the existence or availability of domain names and registration is performed at the own risk of Customer. Customer acknowledges that the functionality of domain names may not be the same as in regular domain names. Furthermore Customer also acknowledges that a domain name may potentially not function fully due to the introduction of necessary new technical features.

Customer expressly agrees to the immediate execution of the service by Registrar. This especially applies to the registration, transfer and renewal of a domain name . The right to withdraw from the agreement or to returns in distance selling contracts is therefore excluded after the completion of the order.

### 3、 FEES and PAYMENT

As consideration for the services you have selected, you agree to pay Hongkong Domain Name Information Management Co., Limited the applicable service(s) fees set forth on our web site at the time of your selection. All fees are due immediately and are non-refundable. Hongkong Domain Name Information Management Co., Limited may take all remedies available to collect fees owed. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of our domain name registration. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us.

### 4. TERM.

You agree that the Registration Agreement will remain in full force during the length of the term of your Domain Name Registration. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. This Agreement will remain in full force during the length of the term of your Domain Name Registration as selected, recorded, and paid for upon registration of the Domain Name. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. Should you transfer your domain name or should the domain name otherwise be transferred due to another Registrar, the terms and conditions of this contract shall cease and shall be replaced by the contractual terms in force for the purpose of registering domain names then in force between SLD holders and the new Registrar.

The international domain name has expired ,after 35 days, if the domain name has not been a renewal, it will immediately enter tthe high price renewal period (redemption) for 35 days.if the domain name has not been redeemed, our company will regard as the original owner to give up the ownership of the domain name,and our company has the right to do any with domain name.

## 5. ACCURATE INFORMATION.

As further consideration for Hongkong Domain Name Information Management Co., Limited. service(s), you agree to: (1) provide certain current, complete and accurate information about you as required by the application process; and (2) maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal date that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal date from loss, misuse and unauthorized access, disclosure, alteration or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary: and (iv) how the third party can access and, if

necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you intend to license the use of our domain name registration services to a third party, you will remain our customer and you are responsible for complying with all terms and conditions of this Agreement. Subject to the requirements of our privacy statement, in order for us to comply with our legal and contractual obligations, you hereby grant to Hongkong Domain Name Information Management Co., Limited the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and the secondary nameserver(s) for such name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration. We, as are all accredited domain name registrars, are also required the government to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

## 6、 MODIFICATIONS TO AGREEMENT.

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) Hongkong Domain Name Information Management Co., Limited web sites, or upon notification to you by e-mail or China mail. You agree to periodically review our web sites, including the current version of this Agreement available on our web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail . Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are non-refundable, but you will not incur and additional fees. By continuing to use Hongkong Domain Name Information Management Co., Limited's

services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services: or in (ii) information posted on our web site of a general informational nature. No employee, contractor, agent or representative of Hongkong Domain Name Information Management Co., Limited is authorized to alter or amend the terms and conditions of this Agreement.

## 8、 MODIFICATIONS TO YOUR ACCOUNT.

In order to change any of your account information with us, you must use the Account Number and the Password that you selected if you opened your account with us through our online application process, or the security authentication option that you selected if you opened your account with us through our e-mail application process. Please safeguard your Account Number and Password or security authentication option from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Number or Password or security authentication option.

## 9、 DOMAIN NAME DISPUTE POLICY.

If you reserve or register a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. The current version of the dispute policy may be found at follow sites:

[www.icann.org](http://www.icann.org); (The Uniform Domain Name Dispute Resolution Policy)

[www.nsi.com](http://www.nsi.com);

[www.internic.com](http://www.internic.com);

[www.bulkregister.com](http://www.bulkregister.com);

[www.cnnic.net.cn](http://www.cnnic.net.cn);

[www.mtld.mobi](http://www.mtld.mobi)

Please take the time to familiarize yourself with that policy. customers agree to comply with The Uniform Domain Name Dispute Resolution Policy (hereinafter referred to as the "controversial policy"), the controversial policy is as a part of this

agreement. customers will be subject to "controversial policy" for any possible involving the right to of the customers' domain name dispute. futher more,if customers argue with with a third person, the customersr will be in accordance with the terms of the controversial policy to compensate our company, and make us from harm. We may at any time in accordance with ICANN's permission to modify this controversial policy. When the controversial policy changes take effect and the applicants accept this kind of modified, customers can continue to register the domain name,or the applicants may apply for cancel the registered domain name.

#### 10. ICANN POLICY.

You agree that your registration of the SLD name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the SLD name.

#### 11 、 YOUR OBLIGATIONS; SUSPENSION OF SERVICES; BREACH OF AGREEMENT

You represent and warrant to the best of your knowledge that, neither the registration of the domain nor the manner it is directly or indirectly used, infringes the legal rights of any third party. You will comply with all applicable laws, including, but not limited to those relating to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, and disclosure of data and financial disclosures. If you collect and maintain sensitive health and financial data, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. You represent that you possess any necessary authorization, charter, license, and/or other related credential for participation in the sector associated with the associated registry tld string. You will report any material changes to the validity of your authorization, charter, license, and/or other related credential. You will indemnify and hold harmless the registrar and registry operator, and their directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the domain name registration. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

#### 12、 RESTRICTION OF SERVICES; RIGHT OF REFUSAL



You agree not to use the services provided by Hongkong Domain Name Information Management Co., Limited, or to allow or enable others, to use the services provided by Hongkong Domain Name Information Management Co., Limited for the purposes of: The transmission of unsolicited email (Spam); and Repetitive, high volume inquiries into any of the services provided by Hongkong Domain Name Information Management Co., Limited (i.e. domain name availability, etc.).

You acknowledge and agree that you are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and you acknowledge and agree that the consequences for such activities include suspension of the domain name.

If you are hosting your domain name system (“DNS”) on Hongkong Domain Name Information Management Co., Limited’s servers, or are using our systems to forward a domain name, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with Hongkong Domain Name Information Management Co., Limited, you are responsible for ensuring there is no excessive overloading on Hongkong Domain Name Information Management Co., Limited’s servers. You may not use Hongkong Domain Name Information Management Co., Limited’s servers and your domain name as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that Hongkong Domain Name Information Management Co., Limited reserves the right to deactivate your domain name from its DNS if Hongkong Domain Name Information Management Co., Limited deems it is the recipient of activities caused by your site that threaten the stability of its network.

You agree that Hongkong Domain Name Information Management Co., Limited, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. Hongkong Domain Name Information Management Co., Limited also may in its sole discretion and without liability to you delete the registration of any domain name during the first thirty (30) days after registration has taken place. Hongkong Domain Name Information Management Co., Limited may also cancel the registration of a domain name, after thirty (30) days, if that name is being used, as determined by Hongkong Domain Name Information Management Co., Limited in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to:

Activities prohibited by the laws of the United States and/or foreign territories in which you conduct business;



Activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; and

Activities designed to harm or use unethically minors in any way.

In the event Hongkong Domain Name Information Management Co., Limited refuses a registration or deletes an existing registration during the first thirty (30) days after registration, you will receive a refund of any fees paid to Hongkong Domain Name Information Management Co., Limited in connection with the registration either being cancelled or refused. In the event Hongkong Domain Name Information Management Co., Limited deletes the registration of a domain name being used in association with spam or morally objectionable activities, no refund will be issued.

### 13、 Renewals of Registration

Renewals of registration are possible for 1 to 10 years depending on the domain name.

A contract for the registration and administration of a domain name shall be renewed automatically for another 12 month term at the end of the registration period if it is not terminated with a notice period of 3 months prior to the date of expiry, unless agreed otherwise. For renewals the price list at the renewal date is applicable.

Customer will be informed by e-mail of his obligation to pay for the renewal in accordance with the provisions of ICANN or the respective registry in time before the end of the registration period. If Customer does not terminate the contract on time and Customer has either identified his payment method to be credit card or bank debit and entered current and valid payment details, then Registrar will automatically charge the due amount 10 days prior to the expiration date and the contract will be renewed accordingly. Customer is solely responsible for ensuring the timely receipt of the fees applicable or for the functioning of the chosen payment.

### 14、 Liability

As a condition of Customer's access and his use of the services of Registrar Customer agrees to defend, indemnify, save and hold harmless Registrar, agents, partners, ICANN, the central registry as well as all persons involved in rendering of the service in respect to all claims, demands, liabilities, costs and/or expenses resulting from an illegal use of the service, of the domain name registered by Customer or the content provided on a registered domain. In the event of a claim, Customer has the right to

prove Registrar, that claims in the context of the exemption have not occurred in the extent demanded or not at all, and / or Customer is not responsible.

Neither Registrar, agents, partners, ICANN, the central registry nor any person involved in the rendering of the service will be liable to Customer or any third party for any direct or indirect loss of profits, earnings or business opportunities, damages, expense, or costs resulting directly or indirectly from any failure to perform any obligation or provide service hereunder because of any Force Majeure, or governmental acts or directives, strikes, riot or civil commotion, war, any natural disaster, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force or condition beyond Registrars reasonable control.

Registrar cannot be held liable for delays of services and server downtimes due to higher force, fault of third parties or due to events, which Registrar has no influence on, any agreed-upon deadlines and delivery dates notwithstanding. Registrar may delay the provision of service and/or performance by the duration of the respective disruption plus an appropriate starting time. Furthermore Registrar can limit access to the service, if the stability and security of the operation, the maintenance of the net integrity, in particular the avoidance of serious disturbances of the network, the software or stored data requires it. Registrar is not obligated to review or monitor the use of the service by Customer to ensure their legality.

For all services of Key-Systems's liability will be limited to intent and gross negligence if and as much as it is legally permitted. In case of paid services adhesion is limited by KS with negligence and rough negligence to the amount of the payment which can be paid in each case from the customer for the respective achievement and/or achievement period. For free services the liability of Key-Systems is limited to cases of minor negligence and to an amount of 25 EUR for each single case or 100 EUR for all cases. In any other case the liability of Key-Systems is limited to damages typically foreseeable at the time the agreement was first concluded.

Customer shall compensate Registrar for any damages resulting from violations of the registration agreement, registration policies, and/or the terms and conditions and shall indemnify Registrar against all third-party claims based on the use of the services. This also includes the reimbursement of all reasonable costs of a legal defense if the registrar was threatened with legal proceedings due to the registration.

This includes in particular the use of a domain name by infringing a prohibition in law, the good morals as well as rights of third parties (trademark rights, name rights, copy rights, data protection rights etc.) or the active support of such violations, making

available of content that glorifies violence, inciting, racist or radical right-wing content, the instructions for criminal acts and content that are appropriate to degrade a third party or group of third parties in their human dignity (hatepages), the unauthorized intrusion into third party computers or computer systems, the distribution of malicious software, the forgery, the mailing of unrequested or undesirable e-mails for advertising purposes to third parties (Spamming). Customer is obliged to comply with all legal requirements and policies with the provision of pornographic and/or erotic content.

A registered domain name can be temporarily blocked or disabled if the customer offends applicable law or this arrangement in serious manner through the content made available under the domain name or if such an offence was made plausible and Customer does not react to the request to remove or adapt the content accordingly.

As far as a single domain name is canceled or transferred by Customer, due to violation of the registration agreement, due to binding decisions in domain name disputes or due to other causes specified in these conditions, no right to request for a free replacement domain or other reimbursement exists, provided that the termination was not caused illegally by Registrar in a culpable or grossly negligent manner. This also applies to other services or additionally booked options regarding the affected domain names.

## 15、 Termination of the management

If the fee for a renewal of a registered domain name is not received 3 days before the expiry of the contract period, Customer loses his rights to the domain name. The same applies in the event of a chargeback of a payment for a domain name or a functionality failure of the selected payment method.

In the case of domain names cancelled by the customer, of domain names not extended at the time of expiry despite of a reminder of the pending expiration, or non-payment of renewal fees, Registrar is authorized to deactivate this domain name at its own discretion or to change the DNS entries ("deactivation"), to return it to the Registry for the purpose of deletion or continued management at the registry ("deletion") or to dispose, to auction, to transfer to third parties, to take over in his own continuance ("utilisation"). Registrar will begin to undertake such actions no earlier than 14 days after the expiration of domain names with a Renewal Grace Period, or upon expiration of domain names without such a period. Customer agrees that the termination or non-renewal of the domain name or non-payment of due renewal fees shall constitute his consent to the actions described above as well as a renewal of the domain name to the extent necessary for their undertaking provided

that Customer does not contradict expressly before the term end and no contrary agreement exists.

After the utilisation of a domain names Registrar may in its own discretion to provide Customer with a share of the net proceeds of the utilisation. The net proceeds will be credited to the customer account. For the purposes of this segment "net proceeds" shall mean the proceeds which the Registrar receives from another party or a third supplier as a result of the utilisation, minus the costs linked to the utilization borne by Registrar. The customer agrees that no legal claim exists to any part of the net proceeds. Also Registrar makes no guarantee for the fact that any utilization will result in any net proceeds.

Regardless of the regulations here and in the general terms and conditions both sides can terminate the agreement for important reason.

An important reason for Registrar is given in particular when Customer is in delay of submitting the fee in the height of the monthly fee for a contract which has a minimum duration or for a contract where a certain duration time period has been agreed upon; is in more than 20 calendar-days delay of submitting the payment for a contract which has an undefined length; culpably violates duties of the contract, against the Registry Policy or these terms and conditions, particularly by provision of false registration data; violates laws, rules or good morals with the content offered on the domain or the domain name itself, and despite warning does not modify the contents in such a way that they meet the requirements regulated in the terms and conditions within reasonable time, or acts contrary to the terms and conditions of the Registration and the registration policies. Another important reason exists, if the accreditation of Registrar ends for a top level domain under which the domain name is registered and the Registrar can not guarantee to continue the registration under the same conditions. In these cases Customer loses all rights.

Customer is entitled to transfer the domain name to another provider. Registrar may refuse such a transfer, subject to the conditions set by the registry or ICANN reasons for refusals of transfers. A transfer within 60 days of registration or a prior transfer is prohibited.

## 16、 DISCLOSURE AND USE OF REGISTRATION INFORMATION.

You agree and acknowledge that we will make domain name registration information you provide available to ICANN, to the registry administrators, and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that we may make publicly available, or directly available to third party

vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or other purposes as required or permitted by ICANN and the applicable laws.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

When we check contact details about applicants, the applicants will not provide within 15 days, and that the applicants will constitute breach of this agreement, we can cancel your data.

## 17. Final clauses

Modifications or changes of terms or conditions or the contract, as well as cancellations will only be accepted in writing, oral agreements shall not be considered valid. This also applies to terms and conditions of customers unless KS expressly agrees to accept such terms in writing.

For commercial customers and legal entities in Germany, as well as for all customers without permanent residence in Germany, St. Ingbert/ Germany will be the exclusive place of jurisdiction, as well as the place of fulfilment.

For the contract between Registrar and Customers the German law is the only effective law. U.N. purchase law shall not apply.

If any provision of this agreement - or parts thereof - contradict the terms, conditions, policies or other arrangements of the relevant registries or ICANN, the provisions, terms, conditions, policies or other arrangements of the relevant registries or ICANN shall apply instead.

If any provision of these terms and conditions shall be or become unenforceable and/or invalid, such unenforceability and/or invalidity shall not render these terms and conditions unenforceable or invalid as a whole. Any provision determined to be unenforceable or invalid shall be replaced by provisions which are valid and enforceable and closest to the original objectives and intents of the original provisions in an economic and legal sense that would have been agreed upon by the parties, had they known of the invalidity at the time of the agreement. As far as legally possible Key-Systems shall replace the clause in the above mentioned extent.

Both, the Chinese and English version of these terms and conditions are valid and binding. In case of doubt or conflict, however, the Chinese version will prevail.