

DATA SUBMISSION TERMS

数据提交条款

Where East-West Property Advisors Limited (“EWPA”) has provided you with a translation of the English-language version of the Data Submission Terms, you agree that the English-language version shall govern your relationship with EWPA and the translation is solely for your convenience. Should there exist any discrepancies between the English-language version and a translation, the English-language version shall prevail.

尽管东西方置业咨询有限公司（“EWPA”）为您提供英文版数据提交条款的翻译，您必须同意以英文版本为准处理您与 EWPA 的关系。我们提供翻译仅为与您方便。如果英文版本和翻译之间存在任何矛盾，以英文版为准。

EWPA reserves the right to amend, update or replace all or any part of this policy, including any of the terms and conditions contained herein, at any time without notice. All services and functionalities that we provide, including our websites (“**Sites**” or “**Site**”), are referred hereafter as our “**Services**”. “**Users**” mean all current users of our Services.

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By checking the relevant box and/or clicking on “Submit” on our Site, or by providing EWPA information via FTP or XML datafeeds, or by indicating your acceptance to have EWPA index your listing information on your website, or by providing any listing information via other means to EWPA, the User (or “**you**”) (and if affiliated with or employed by a corporate entity, such entity) hereby agree to all the terms and conditions herein.

通过在我们的网站上标记相关的框和/或点击“提交”，或用 FTP 或 XML 数据传送将信息提供给 EWPA，或表示您接受 EWPA 索引在您网站上的您的房源信息，或通过其他方式将任何房源信息提供给 EWPA，用户（或“您”）（如附属于或受雇于某企业实体，则指代该实体）特此同意此处的所有条款及条件。

1. License to EWPA. By submitting your listing information to EWPA, or by permitting EWPA to index your listing information on your website, or engaging in any other form of communication (a “**Communication**”) through the Services, you are granting EWPA a royalty-free, irrevocable, perpetual, non-exclusive, unrestricted, worldwide license to (i) use, copy, sublicense, adapt, transmit, publicly perform, display, or create derivative works from any such Communication, and (ii) sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such Communication. No Communication shall be subject to any obligation of confidence on the part of EWPA, except as otherwise provided in our Privacy Policy. You are

solely responsible for any messages, reviews, text, photos, videos, graphics, code, or other content or materials that you post, submit, publish, display or link to through the Services or send to other Users.

1. **授权 EWPA。**通过将您的房源信息提交给 EWPA，或允许 EWPA 索引在您网站上的您的房源信息，或通过本服务从事任何其他形式的交流（统称“交流”），您授予 EWPA 一个免版税的、不可撤销的、永久的、非排他性的、无限制的全球许可，允许（1）使用、复制、再授权、改编、传播、公开表现、展示、或创造任何由此类交流衍生的作品，及（2）再授权给第三方，使其有权不受限制地针对此类交流行使上述权利。交流不受 EWPA 方的守信义务制约，除非我们的隐私政策中另有规定。您应当对您发布、提交、公开、展示、通过本服务链接到或发送给其他用户的任何消息、评论、文字、照片、视频、图形、代码、或其它内容或材料全权负责。

You agree to provide listing information to EWPA via manual submission of this information on our Site, via email, via a datafeed either from the Multiple Listing Service (MLS) in which you participate or from your own servers, via FTP or XML data feed, or allowing EWPA to index the listing information on your website. You agree that (1) your listing information can be displayed and searched through our Site, our mobile applications, our email systems, our marketing partners and any other hard-copy material that EWPA deems relevant in order to market your listing information, (2) at EWPA's discretion, translate, redistribute or syndicate your listing information to other websites or applications that display content about real estate for sale or rent, (3) otherwise use your listing information to promote or modify our Site and for any other lawful purposes as EWPA deems appropriate and (4) continue to use your listing information, including properties that have been sold or rented after the termination or expiration of this Agreement for any lawful purposes as EWPA deems appropriate.

您同意通过以下方式将房源信息提供给 EWPA：在我们的网站上手动提交该信息，发送电子邮件，从您参与的或是来自您自己服务器的房地产挂牌服务（MLS）进行数据传送，通过 FTP 或 XML 数据传送，或允许 EWPA 索引您网站上的您的房源信息。您同意：（1）您的房源信息可通过我们的服务被显示和搜索，包括我们的网站、我们的移动应用程序、我们的电子邮件系统、我们的营销合作伙伴和其他任何 EWPA 认为与推销您房源有关的资料复印件，（2）经 EWPA 自行决定，可翻译、重新分配或整合您的房源信息到其他显示出售或租赁房地产内容的网站或应用程序，（3）为了宣传或修改本网站以及 EWPA 认为适当的任何其他合法活动，使用您的房源信息，以及（4）为了 EWPA 认为适当的任何其他合法活动，在本协议终止或期满后继续使用您的房源信息，包括已出售的或已租用的物业。

2. EWPA Services. In consideration for the License granted in Section 1 above, EWPA agrees to provide viewers of your listing information on any of our Sites the option of contacting you or your representatives as notified to us.

2. **EWPA 的服务。**考虑上文第 1 条中的授权，EWPA 同意为在我们的网站上浏览您房源信息的客户提供选择与您或您的代表联系并通知我们。

3. Representations and Warranties. You represent and warrant to EWPA that (1) you are a licensed real estate broker or real estate sales agent affiliated with a brokerage firm with a current, valid and legal license and to the best of your knowledge, there is no reason whatsoever to believe that your license may be revoked, or that you are an operator of a website, multiple listing service or firm that is properly and legally authorized and permitted under applicable laws to display or distribute information about property for sale or rent, (2) you and/or your company have all necessary right, power and authority to enter into this Agreement and perform all of your duties and obligations as set forth herein and each of your company and you, as the case may be, expressly agree to do so hereunder; (3) if you are affiliated with a real estate brokerage company, you will remain duly licensed through the time of using our Services and you have entered into a current, valid and legal agreement with the owners of the properties that are included in your listing information; (4) the indexing of listing information on your website or receipt of a data feed or manual submission containing your listing information does not and will not infringe upon or otherwise violate the intellectual or proprietary rights or trade secrets of any third party and EWPA's use of your listing information does not and will not infringe upon or otherwise violate the intellectual property rights of any third party, (5) your listing information does not contain any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information material or invade any personal privacy rights, or violate any contracts, rules or regulations to which you are a party, or are required to adhere, (6) you own, or have secured all necessary licenses and intellectual property rights in and to your listing information, and (7) the listing information provided or made available by you to EWPA does not contain any harassing or offensive language, fraudulent material, viruses, bugs, worms, Trojan horses or corruptions.

3. **声明与保证。**您向 EWPA 声明并保证：（1）您是持照经营的房地产经纪公司或隶属于某房地产经纪公司的经纪人，持有当前有效和合法的执照，并且尽你所知没有任何理由可以认为您的执照可能被撤销，或者您是一个网站、房地产挂牌服务或公司的运营商，经适用法律授权和准许可展示或分发有关出售或出租物业的信息；（2）您和/或您公司享有所有必要的权利、权力和权威可签订本协议，履行本文所载的您的一切职责和义务，并且您公司和您（视情况而定）明确表示同意这样做；（3）如果您隶属于某家房地产经纪公司，您在使用我们服务期间保持执照有效，并且已和您挂牌房源中的业主订立了有效及合法的协议；（4）索引您网站上的房源信息或接收数据传送或手动提交包含您房源的信息，没有也不会侵害或侵犯任何第三方的知识产权或专有权利或商业机密，并且 EWPA 使用您的房源信息没有也不会侵害或侵犯任何第三方的知识产权；（5）您的房源信息不包含任何非法、威胁、辱骂、中伤、诽谤、淫秽、低俗、色情、亵渎或不雅的信息资料，或侵犯任何个人隐私权，或违反您隶属于或必须附属的一方的任何合约、规则或规定；（6）您对您的房源信息拥有或已取得所有必要的许可证和知识产权；（7）您向 EWPA 提供的房源信息不包含任何骚扰性或攻击性的语言、欺诈材料、病毒、漏洞、蠕虫、木马程序或损坏。

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5. **责任范围。**在任何情况下，EWPA或其联营机构均不对任何直接的、间接的、惩罚性的、偶然的、特殊的、随之发生的或其他损害承担责任，无论造成损害的原因是使用本服务或与使用本服务相关，或延误或无法使用本服务，或在本服务中宣传的或通过本服务获取的任何信息、软件、产品及服务，或EWPA移除或删除任何提交或发布到本站点的材料或记录，或其他因使用本服务而造成的损害，无论是基于合同、侵权、严格责任或其他原因，即使EWPA或其任何联营机构已被告知损失的可能性。此项豁免适用于但不限于任何因性能故障、错误、遗漏、中断、删除、缺陷、操作或传输中的延迟、计算机病毒、文件损坏、通讯线路故障、网络或系统中断，或盗窃、破坏、擅自获取、改建、或使用任何记录。您明确承认并同意，EWPA及其联营机构均不对来自任何本服务用户的任何诽谤性、攻击性或非法的行为承担责任。您同意，对EWPA违反本协议规定的义务的唯一补救办法是按照下文第7条终止本协议。

6. Disclaimers.

6. 免责声明

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Nothing contained herein nor the provision of our Services shall be construed to indicate a real estate broker relationship exists between EWPA, including our employees, agents, representatives, sales associates and advisors and yourself, and none of EWPA, including our employees, agents, representatives, sales associates and advisors has assumed, or will assume, any fiduciary or real estate brokerage or other similar responsibility in favor of yourself with respect to any transactions relating to real estate in the USA. Clients wishing to perform a house/apartment purchase transaction in the USA will need to engage a real estate broker real estate agent in the USA. EWPA cannot guarantee the adequacy, accuracy, completeness or reasonableness of the real estate information, pricing, and related materials provided to you on this website as well as any other information in connection therewith. EWPA, its affiliates, representatives, advisors, consultants and agents expressly disclaim any and all responsibility and liability based, in whole or in part, on such information and materials.

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You agree that you have made or will make independent decisions based upon your own assessment of the general information that we provide to you through our website, emails, printed materials and other means.

我们通过我们的网站、电子邮件、印刷资料等方式为您提供一般信息，您同意根据您自己对该信息的评估已作出或将作出独立决定。

Clients wishing to perform an actual purchase transaction of property in the USA will need to do so via a qualified local real estate broker that is licensed in the USA.

欲在美国实际执行房地产交易的客户将需要通过在美国取得资格的当地房地产经纪人来达成交易。

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EWPA 不会作出任何陈述或保证，无论明示或暗示，您的房源信息显示在我们网站上或其他任何 EWPA 用来宣传您房源的网站上，将为任何一套物业带来实际的或潜在的出售或出租交易。您应当对服务中的错误和/或遗漏，包括信息的传播或翻译承担所有风险。您应当完全负责实施充分的程序及审查，以满足您对服务及其信息的准确性和适用性的要求，以及维护您可能需要的方式以重建丢失的数据或后续操作或分析在此提供的信息。您承认并同意，您对本服务的使用以及就此发送或接收的任何信息的使用可能不是安全的，可能会被未经授权的各方拦截。EWPA 及其联营机构明确声明，免除全部或部分基于您使用我们的服务展示和推广您的房源信息相关的任何及所有责任和赔偿，您在此也放弃和保护 EWPA 及其联营机构免受任何由此引起的或与之相关的损失、损害、费用、责任或索赔。您应该承担您的计算机系统或其他财产的必要维护、修理或校正的全部费用。

EWPA HAS PROVIDED LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THE SERVICE. NONE OF EWPA, ITS SUBSIDIARY COMPANIES OR ITS AFFILIATES OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES.

EWPA 提供由第三方维护的互联网网站（“第三方网站”）的链接和指向，并可能不时向第三方提供有关服务的资料。EWPA 及其附属公司、联营机构或供应商无法经营或控制这些第三方网站的任何信息、产品或服务的任何方面。

7. Termination. The term of this Agreement shall continue indefinitely unless terminated by either party hereto upon thirty (30) business days' prior written notice to the other party. Either party may terminate this Agreement immediately upon written notice to the other party in the event the other party breaches any of its obligations, representations, or warranties under this Agreement. Termination, suspension, or cancellation of this Agreement shall not affect any right or relief to which EWPA may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will automatically terminate and immediately revert to EWPA.

7. **终止。**除非本协议中任何一方提前三十（30）个工作日书面通知另一方终止本协议，本协议将无限期延续。倘若任何一方违反了本协议中的任何责任、声明或保证，另一方均可立即以书面形式通知违反方终止本协议。终止、暂停或取消本协议或您的访问权限，不会影响 EWPA 在法律或权益上享有的任何权利或免责。本协议终止后，授予您的所有权利也将自动终止，并立即恢复给 EWPA 所有。

8. Indemnity. You agree to defend, indemnify and hold harmless EWPA, its affiliates and their respective directors, officers and employees from and against any and all claims, actions, suits or proceedings (including, without limitation, any investigation or inquiry by or before any authority), as well as any and all losses, liabilities, damages, costs and expenses (including without limitation all legal and other expenses incurred in investigating or defending such loss, damage, expense, liability, claim or proceeding) arising out of or accruing from (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity

or privacy, (b) any misrepresentation made by you in connection with your use of the Services; (c) any non-compliance by you with the terms and conditions of this Agreement; and (d) claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Service, including the information obtained through the Services

8. **赦免。**您同意保护、赦免 EWPA 与其联营机构及各自的董事、管理人员、员工、合作伙伴和经纪人免受任何及所有索赔、法律行动、诉讼或法律程序（包括但不限于由任何权威展开的或在任何权威面前进行的任何调查或询问），以及因（a）您发布的或提供的任何材料侵犯任何人享有的任何著作权、商标权、商业机密、商业包装、专利或其他知识产权，或诽谤任何人，或侵犯任何人的公开权或隐私权，（b）任何由您作出的与您使用本服务相关的失实陈述，（c）您对本协议的条款和条件作出的任何不遵守，及（d）本协议以外的其他人士或实体因您访问和使用本服务、或出于与您访问和使用本服务相关的原因，包括因通过本服务获取的信息而提出索赔，从而产生的任何及所有损失、负债、成本及费用（包括但不限于因调查或辩护此类损失、损害、费用、责任、索赔或诉讼而产生的所有法律及其他费用）。

9. Assignment. You shall not assign or transfer this Agreement to any third party without the prior written consent of EWPA. EWPA shall have the right to assign this Agreement without your consent to (1) any of its parent company, subsidiaries or affiliates, (2) as part of the sale of all or substantially all of EWPA's assets to a third party, or (3) as part of a merger or acquisition of EWPA by a third party.

9. **转让。**未事先征得 EWPA 书面同意，您不得将本协议转让或转移给任何第三方。EWPA 则有权在不经过您同意的情况下将本协议转让给（1）其母公司、子公司或联营公司，（2）作为 EWPA 全部或实质上全部资产的一部分销售给第三方，或（3）作为 EWPA 的一部分被第三方合并或收购。

10. Survival. Sections 5, 6, 8, 9 and 12 shall survive the termination of this Agreement for any reason.

10. **继续存在。**第 5、6、8、9 和 12 条即使在本协议因任何原因终止后仍然继续存在。

11. Governing Law.

11. 准据法

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong without giving effect to any principles of conflicts of law. Although you acknowledge that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in Hong Kong, regarding any and all disputes relating to this Agreement or your use of the Services.

本协议按照香港法律管辖和解释，不履行任何法律冲突原则。即使您承认我们将能够在任何有管辖权的法院执行我们的权利，您在此也同意，就有关本协议的中对您使用本服务的任何条款与条件的任何及所有争议，香港为专属管辖权和法院所在地。

If a dispute arises between you and EWPA, our goal is to resolve the dispute quickly and cost-effectively. Before seeking relief in a court of law, you agree to first contact EWPA to inform us of your complaint and seek resolution. The notice of dispute must include: your name, relevant account information, a brief description of your dispute and your contact information. EWPA will have sixty (60) days from the date of your original complaint to informally resolve the dispute. If successful, both parties agree to refrain from further action.

如果在您和 EWPA 之间发生了争议，我们的目标是快速经济有效地解决争议。您同意在向法院寻求帮助之前先与 EWPA 联系，告知我们您的投诉并寻求解决。争议的通知必须包括：您的姓名，相关账户信息，简要说明您的争议和您的联系方式。EWPA 在自您投诉之日起六十（60）天内非正式地解决争议。如果解决成功，双方同意避免采取进一步的行动。

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred. You also agree that the prevailing party in any action or petition filed shall be entitled, in addition to any other relief deemed appropriate by the court, to an award of its reasonable attorneys' fees, costs, and litigation expenses incurred in the prosecution or defense of such action.

您同意，不论有任何相反的法令或法律，因使用本服务或与之相关而产生的任何索赔或诉讼事由，必须在该索赔或诉讼事由发生后一（1）年之内提交申请，否则将永远禁止。您还同意，任何提出的诉讼或诉状的胜诉方，除法院认为适当的任何其他免责之外，有权被补偿在起诉和辩护该诉讼时产生的合理的律师费、成本和诉讼费。

12. Confidential Information. You agree that "Confidential Information" shall mean any and all information identified in writing or orally by the other as "Confidential" or "Proprietary." Confidential Information shall also include any information about a party's financial status or condition, its technology, software applications, source code and object code, actual or potential customers, clients, or subscribers, present or future business strategies or plans (including the terms of this Agreement), or actual or potential business partners, licensors, licensees, or joint ventures, whether or not such information is specifically is designated as Confidential Information by a party. A party shall not disclose the Confidential Information of another party to any third person or entity without the express written consent of the other party, for so long as this Agreement is in effect and for an additional two (2) year period following termination of this Agreement. Neither party will make use of the other party's Confidential Information except as permitted under the terms of this Agreement. Each party shall take steps to protect the Confidential Information of the other party that are at least equivalent to the steps taken by that party to protect its own Confidential Information but in any case not less than reasonable care. These confidentiality obligations shall not apply to any information which: (i) is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) is already known to the receiving party before disclosure by the disclosing party; (iii) is developed through the independent efforts of the

receiving party; (iv) the receiving party rightfully receives from a third party without restriction as to confidentiality or use, or (v) is required to be disclosed by operation of law, or pursuant to a subpoena issued by a court, governmental agency, or duly authorized dispute resolution entity.

12. 机密信息。您同意，“机密信息”是指由另一方书面或口头标识为“机密”或“专有”的任何及所有信息。机密信息还应包括一方的财务状况或条件、技术、软件应用程序、源代码和目标代码、实际或潜在客户、客户、订阅订购户、目前或将来的业务策略或计划（包括本协议的条款）、实际或潜在的业务合作伙伴、许可人、被许可人、或合资企业，无论这些信息是否被某一方专门指定为机密信息。在未取得当事方明确书面同意的情况下，任何一方不得向任何第三方个人或实体透露当事方的机密信息，该条款有效期为本协议生效期间且在本协议终止后的另外两（2）年内。除非根据本协议的条款允许，任何一方都不可利用另一方的机密信息。各方应该至少以相当于保护自己机密信息的程度采取措施来保护另一方的机密信息，但在任何情况下不得低于合理的谨慎。这些保密义务不适用于以下任何信息：（1）并非由接收方违约而公开的或是后来成为公开的信息；（2）在披露方披露之前已经被接收方知道的信息；（3）接收方通过自主努力开发出的信息；（4）接收方正当地、不受保密或使用限制地由第三方处获取的信息；或（5）根据法律操作，或根据由法院、政府机构、或正式授权的争议解决实体发出传票必须披露的信息。

13. Listing Information EWPA will require that your listing information contains certain data fields in order for display on our Site. Your listing information shall consist of the following data fields to the extent available to you: MLS number, property type, indication whether property is for rent/for sale, list date, list price/rent price, street address including house number and unit number if applicable, city, state, zip code, year built, size, number of bedrooms, number of bathrooms, property description or remarks, indication of amenities or property characteristics, listing agent and broker, Agent's e-mail address, URL link to pictures of the property, taxes and maintenance fees. You will provide EWPA with a technical contact in your company to resolve issues with your listing information, if any.

13. 房源信息。为了能够我们的网站上显示，EWPA 要求您的房源信息中包含特定的数据字段。您的房源信息应尽量包括您能够提供的下列数据字段：挂牌（MLS）号码、建筑类型、是否出租/出售、挂牌日期、挂牌售价/租金、街道地址（包括门牌号码和单元号，如果适用）、城市、州、邮政编码、建造年份、大小、卧室数量、卫生间数量、物业描述或评价，设施或物业特点、挂牌房地产经纪公司和经纪人、经纪人的电子邮件地址、链接到图片的网址、税费和保养费用。您将提供 EWPA 您公司的技术人员的联系方式，以解决您的房源信息问题，如果有的话。

16. Entire Agreement You agree that this agreement is the complete and exclusive agreement between you and EWPA. This agreement supersedes and extinguishes any prior agreements, understanding, representations and arrangements of any nature whatsoever, whether or not in writing and whether established by practice or precedent.

16. **完全合意。**您同意本协议是您和 EWPA 之间的完全的排他的协议。该协议取代并取消之前的任何协议、谅解、声明及任何性质的安排，不论是否以书面形式，不论是否已由实践或先例成立。