

User Agreement for China Sustainable Energy Knowledge Exchange of Energy Foundation China

Dear User,

This website is owned, operated, and maintained by the Energy Foundation Beijing Representative Office (hereinafter referred to as “we”, “us”, or “our”). Please read the following terms and conditions carefully before using this website. By using this website, you hereby acknowledge that you are familiar with and accept these terms and conditions (hereinafter referred to as “the Agreement”). If you do not accept these terms and conditions, please discontinue accessing the website or any pages on the website immediately.

If you are under 18 years of age, please read the Agreement with your legal guardian.

I. Subject and Scope of the Agreement

The Agreement is entered into between you and us in connection with your use of the services of the online energy data platform (<https://datapatform.efchina.org>, hereinafter referred to as “the Website”), including browsing the information on the pages of the Website. The Agreement is contractually binding on both you and us.

Please note that the content of the Website may contain links to other websites. These external links are provided as a convenience to users only and do not imply that we operate or are involved in the operation of those websites or that users are granted permission to access or use those websites. Access to these websites is at the user's own responsibility (including, without limitation, compliance with the terms of use of such websites) and expense, and we are not responsible for the content or conduct of such websites.

II. Website Usage Policy

You are entitled to receive the web-based technology and information services provided by us through the Website. At the same time, you shall take legal responsibility for your actions in the course of using the website services. Subject to your compliance with the Agreement, you are granted limited, non-transferable, non-exclusive, revocable right to use the Website for personal, non-commercial or non-profit-making purposes only. In any event, the content and services of the Website are licensed for the user's personal use only and may not be sold or transferred. We reserve all rights not specifically granted in the Agreement.

When using the Website, the user must comply with the following principles:

1. To abide by all applicable laws and regulations;
2. To observe the Agreement and all related agreements, regulations and procedures, and must also follow the procedures and practices associated with the Internet;
3. Not to use the Website to engage in illegal or criminal activities, including secession, abetting another person in the commission of a criminal offence, violating computer security systems, interfering or disturbing network service, or other acts that endanger

national security or are detrimental to the public interest of society;

4. Not to use the Website to engage in any conduct that may adversely affect the normal operation of the Internet;
5. Not to infringe our or our affiliates' or any other third party's intellectual property rights such as patents, copyrights, trademarks, rights to reputation or any other legitimate rights and interests, or to engage in conduct that is detrimental to our interests or adversely affects us;
6. Unless the functionality of the Website allows and you have complied with other provisions of the Agreement or have obtained our prior permission, you shall not conduct the following actions for any purpose: download, copy, display, distribute, transmit, upload, publish, or post the content of the Website; modify, edit or otherwise to reproduce the content of the Website; transfer, resell, or rent the content or services of the website;
7. You may display and transmit the content of the Website for non-commercial purposes (except for content expressly marked as not to be reproduced) with all copyright, trademark or other proprietary notices retained intact and without removing or changing the authorship, provided that you clearly identify the source of such content and include a link to the relevant page of the Website. This limited authorization does not constitute a transfer of ownership of the content and please understand that you do not acquire any other licenses or rights in respect of the content through the use of our services;
8. If a user violates any of the foregoing rules while using the Website, we may, at our sole discretion, require the user to correct or take all necessary measures (including, but not limited to, suspending or terminating the user's right to use our website) to mitigate the impact of the user's misconduct;

III. Intellectual Property Rights

We protect our and your intellectual property rights in accordance with the following rules:

1. Unless otherwise agreed, the intellectual property rights in the content (including but not limited to software, technology, programs, web pages, text, images, graphics, data, designs, presentations, etc.) and related data provided on our website, software and related services belong to us or to the rights holders. Users acknowledge and agree that our intellectual property rights or those of the right holders contained in our website, software and related services are valid and protected. Unless otherwise agreed in the Agreement, users do not obtain and will not obtain any ownership or other rights in such intellectual property rights by reason of use.
2. We respect your intellectual property rights and will not use, modify, copy, publicly transmit, alter, distribute, publish or publicly display the products with your intellectual property rights unless we have your consent to do so.
3. If any organization or individual believes that the content of our webpages may infringe their legitimate rights and interests, they may submit a written notice of intellectual property rights to us and we will respond promptly upon receipt of a qualified notice of intellectual property from the rights holder in accordance with the law.

4. Unless otherwise stated, we own the intellectual property rights to our website logos, the words (“THE ENERGY FOUNDATION”, “THE ENERGY FOUNDATION BEIJING REPRESENTATIVE OFFICE”, “ENERGY FOUNDATION CHINA”, etc.), graphics and combinations thereof, as well as other signs and markings on our website, the names of our services, technical documentation, etc.
5. You shall respect our intellectual property rights and other legitimate rights/interests and those of third parties, and shall protect us, our directors, employees, affiliates, partners, etc., from any impact or loss in the event of an infringement of such rights and interests. We reserve the right to terminate our services to you in the event that you infringe our and/or other third parties' legitimate rights/interests.

IV. Personal Information Protection Policy

We take the protection of your personal information very seriously and have developed a specific Personal Information Protection Policy. Please make sure you read it before you use the website and services we provide.

V. Indemnification

The user shall indemnify us or our affiliates against any threatened or instituted causes of action, claims, demands, costs, expenses, damages, suits, governmental investigations and/or penalties, damages and liabilities of any kind (including, but not limited to, direct or consequential damages, attorneys' and consultants' fees, etc.) against us or our affiliates arising out of the user's breach of the terms of the Agreement for the use of the Website, and the user shall defend and hold us harmless.

VI. Limitation of Liability

Our website may not be available to you in the following circumstances. However, you acknowledge and understand that we shall not be liable for any loss or damage caused to you as a result.

1. we cannot guarantee that the services provided to users will be continuous, prompt and accurate, that defects will be corrected in time, or that the services or servers provided will be free from harmful elements such as viruses or hackers. The services and website content are provided as is and the relevant data are mainly derived from publicly available data. We make no warranty of any kind as to the accuracy, completeness, satisfactory quality, non-infringement or fitness for a particular purpose of the services or website content.
2. We reserve the right to alter, increase or decrease, cancel, suspend, interrupt or terminate the provision of the services of the Website (in whole or in part) at any time without prior notice to the user. And we shall not be liable to the user in the exercise of the foregoing rights.

3. If the server of the Website needs to suspend the service due to system maintenance or upgrade, we will try to announce it in advance. If the service is suspended due to system maintenance or upgrade, or the service is stopped due to server failure, hardware failure or other force majeure factors, the Website will try its best to restore the inconvenience and loss of information and data caused during the suspension of service; if it is indeed impossible to restore, we will not assume any responsibility.

We do not assume any liability that may arise from user's provision of information (if any), including but not limited to any responsibility for unauthorized use of user-provided information by other users, or for user-provided information containing mistakes, inaccuracies, viruses, defamation, libel, infringement or other content prohibited by the Copyright Law of the People's Republic of China, laws relating to privacy and personal information protection or any other laws. You represent and warrant that the information provided by you does not contain any State Secret, Important Data, or Core Data as defined in applicable laws, nor does it contain any other information prohibited by applicable laws or information that may infringe the right of any third party.

We are also not responsible for the loss, deletion, removal or failure of transmission of information provided by users under any circumstances and users shall keep their own copies of the information provided. We reserve the right to delete or remove any user-provided information at any time without notice to the user and without liability.

For any legal actions between the user and third parties through the Website or external links, including but not limited to transactions with third parties, the user and such third parties shall be solely responsible and we shall not be responsible for any such actions.

The user hereby acknowledges and accepts that we and our affiliates shall not be liable for any direct or indirect losses suffered by the user as a result of the use of the Website, including but not limited to any damages, liabilities, claims, losses or expenses arising from delays, inaccuracies, errors and omissions in the content or services of the Website.

VII. Modifications to the Agreement

We reserve the right to modify the Agreement as necessary without prior notice to the user. In the event of changes, we will update it on the Website as soon as possible. If the user does not agree with the modifications, he/she may voluntarily stop using the Website. If you continue to use the Website, you will be deemed to have accepted the amended Agreement.

VIII. Notices

We may, at our option, notify users of modifications to the Agreement or other important matters through other means such as website announcements.

IX. Governing Law and Dispute Resolution

The laws of the People's Republic of China shall apply to the interpretation and enforcement of the Agreement. The Agreement and any additional terms and conditions posted on the Website constitute the entire agreement between us and the user regarding the use of the Website. If the

content of the Agreement is inconsistent with the applicable mandatory laws and regulations, such mandatory laws and regulations shall prevail. Any dispute arising from the performance of the Agreement shall first be settled by friendly consultation; if such consultation fails, either party may file a lawsuit with a court of competent jurisdiction in our location.

X. Other

The headings of the Agreement are for reference only and are not to be used as a basis for interpreting the content of the terms and conditions.

XI. Right of Interpretation

The right of interpretation of the Agreement and the Website resides with us.