

金融英语服务协议（2）PDF转换可能丢失图片或格式，建议
阅读原文

https://www.100test.com/kao_ti2020/645/2021_2022__E9_87_91_E8_9E_8D_E8_8B_B1_E8_c92_645154.htm 5.违约规定

Termination 任何一方违反本协议的任何条款，不承担或不及时、充分地承担本协议项下其应承担的义务构成违约行为，守约的一方有权以书面通知要求违约的一方纠正其违约行为并采取充分、有效、及时地措施消除违约后果并赔偿守约方因违约方的违约行为而遭致的损失。 Either party of this Agreement may serve notice to the other side that is in breach of whole or part of this Agreement and may require the party in breach to take immediate action to redeem its responsibilities under the Agreement and to minimize the impact of the breach. The party in breach shall be liable for any claims for damages made by the other side. 6.不可抗力 Force Majeure 遭受不可抗力事件的一方可暂行中止履行本协议项下的义务直至不可抗力事件的影响消除为止，并且无需为此而承担违约责任.但应尽最大努力减轻该事件负面影响。 Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will use commercially reasonable efforts to minimize the impact of the event. 7.保密条款 Confidentiality 7.1协议任何一方对在合同履行过程

中所获知的对方的商业秘密等均负有保密义务，未经对方书面许可，任何一方不得将其泄露给第三方，否则应承担违约责任并赔偿损失。 Except as expressly set forth herein, the parties shall maintain in confidence the Confidential Information of the other side. The parties shall not disclose such Confidential Information to any third party without the prior written consent of the other side.

7.2在本协议终止之后，各方仍需遵守本协议之保密条款，履行其所承诺的保密义务，直到对方同意其解除此项义务，或事实上不会因违反本协议的保密条款而给对方造成任何形式的损害为止。 Both parties shall abide by the terms of Confidentiality in this Agreement and have obligation to maintain the Confidential Information after the termination of the Agreement. The obligation shall end only upon the consent of the other side or only if the disclosure of the Confidential Information will not cause any loss of the other side.

8.争议的解决 Dispute Resolution

8.1本协议的订立、执行和解释及争议的解决均适用中华人民共和国法律。 This Agreement is constructed and to be executed and interpreted by the laws of the People ' s Republic of China.

8.2如双方就本协议内容或其执行发生任何争议，应进行友好协商。凡协商不成时，双方一致同意指定北京市海淀区人民法院管辖。 In case of any dispute under this Agreement, both parties shall try to resolve it through negotiation. If negotiation fails, both parties agree to submit the matter to binding arbitration in accordance with the People ' s Court of Haidian District, Beijing.

9.协议生效 Commencement 本协议在本公司收到会员已妥善签署并盖上印章的《订阅表格》当日正式生效。 This Agreement

commences on the date when the Company receives the Subscription Form duly signed and affixed with the Subscriber ' s company chop.

10.其它协议 Other provisions

10.1除非协议另有规定，未经本公司书面同意，会员不得擅自将协议的权利、义务转让给协议以外的第三方。 Notwithstanding any contrary term herein, the rights specified in this Agreement are not transferable. Without the written consent of the Company, the Subscriber cannot transfer or assign its rights or obligation to the third party and cannot reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

10.2 《订阅表格》为本协议附件，与本协议具有同等法律效力。二者如有冲突以附件的规定为准。 The Subscription Form attached to this Agreement is part of the Agreement and shall have the same legal status of the Agreement. In case of any conflicts, the terms in the Subscription Form prevails.

10.3本公司网站上登载的《会员章程》、《法律声明》虽由本公司单方面拟订，但会员承认在签署该协议前已经阅读、理解上述文件的内容，并同意接受其中所有条款的约束。与本协议不一致之处，以本条所述文件的规定为准。 By signing the attached Subscription Form, the Subscriber hereby declares that it has read and fully understood the content of the Agreement as well as the Terms

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