

## 用户服务协议 User Service Agreement

特别提示:

**Important Note:**

您注册和使用上海哈罗外籍人员子女学校在线报名平台（网址：<https://harrowshanghai.openapply.cn>，“本网站”）之前，应当认真阅读、充分理解《用户服务协议》（“本协议”）的全部内容，包括但不限于免除或者限制学校责任的条款、对用户权利进行限制的条款、保密条款、法律适用与管辖条款等，该等条款可能以加粗字体显示。

**Please read and understand all the content of this User Service Agreement (this “Agreement”) before registering and using the online registration platform of Shanghai Harrow School For Children of Foreign Nationality (website: <https://harrowshanghai.openapply.cn>) (this “Website”), including but not limited to clauses that exempt or limit our school’s responsibilities, clauses that restrict user rights, confidentiality clause, applicable law and jurisdiction clause, etc. These clauses may be displayed in bold font.**

当您按照注册页面提示填写信息、阅读并同意本协议且完成注册程序后，即表示您已接受本协议的全部内容、成为本网站用户（“用户”），本协议即构成用户与上海哈罗外籍人员子女学校（“学校”，与用户合称“双方”）之间有约束力的法律文件。用户按照本协议约定注册账号后，方有权使用本网站提供的相关服务。如果您不同意本协议的任何内容，或者无法准确理解学校的解释，请不要注册和使用本网站提供的任何服务。如果您对本协议有疑问的，请通过本协议约定的方式询问，学校将解释本协议内容。

**Once you have fill in your details based on the instruction set out in the registration page, read and agreed to the terms this Agreement as well as completed the registration procedure, you are deemed to have accepted the content of this Agreement on becoming a user of this Website (the “User”). This Agreement shall become a binding legal agreement between the User and Shanghai Harrow School For Children of Foreign Nationality (“School”, together with the User collectively known as the “Parties”). The User will only be entitled to the services provided under this Website upon registering an account in accordance to the terms set out in this Agreement. If you are not agreeable to any terms of this Agreement or could not accurately comprehend clarification offered by our School, please do not register and use any services provided under this Website. If there are any doubts as to the content of this Agreement, kindly inquire**

through the method as set out under this Agreement and our School will provide the necessary clarification.

## 1. 注册与账户 **Registration and Account**

### 1.1 主体资格 **User's Capacity**

用户确认, 在用户完成注册程序实际使用本网站时, 用户应当年满 18 周岁、具有完全民事行为能力 and 完全民事行为能力。若用户不具备前述主体资格, 则用户应承担因此而导致的一切后果, 且学校有权注销用户的账户。

**The User confirms that when he/she completed the registration process and uses this Website, he/she has is 18 years old, and in possession of full civil rights and full civil capacity. If the User does not possess such capacity, the User should bear all the consequences resulting therefrom, and the School has the right to de-register the User's account.**

### 1.2 注册账户 **Registering an Account**

1.2.1 用户按照注册页面提示提供信息和资料, 并在同意本协议且完成全部注册程序后, 方有权使用本网站提供的相关服务。

**The User is only entitle to use the services provided under this Website once he/she has fill in his or her details and information based on the instructions set out in the registration page, read and agreed to the terms this Agreement as well as completed the registration procedure.**

1.2.2 用户应当提供真实、准确、完整、有效的注册信息和资料, 并随时更新; 同时, 学校可能会就某些服务要求用户提供更多的信息和资料。用户理解并认可, 本网站仅以普通或非专业人员的知识水平标准对用户提交的信息和资料进行形式查核, 不代表本网站有义务或有专业能力确认用户使用服务时不会对第三方构成侵权、违约等; 同时学校保留抽查、要求用户补充提交、及时更新信息及资料的权利。用户应当对提交的信息和资料的真实性、合法性、有效性、完整性独立承担全部责任。如学校发现用户的信息和资料造假、不完整或失效的, 有权立即终止本协议, 并追究用户违约责任。

The User shall provide details and information that is factual, accurate, complete and effective for registration, which should be updated from time to time where necessary. Our School may request for further information from the User in order to provide certain services. **The User acknowledge and confirm that, our Website only**

assess the information and materials submitted by Users based on an ordinary or non-professional standard level of knowledge, and our Website do not have the obligation or professional capacity to confirm that when using our services, the User will not infringe a third party's rights or his/ her use will not constitute a breach of contract etc. Our School will reserve the right to conduct spot checks, request Users to submit additional information and update his/ her information and materials in a timely manner. The User shall be solely responsible for the authenticity, legality, validity and completeness of the information and materials submitted. If our School discovers that the User's information and materials are falsified, incomplete or invalid, we have the right to terminate this Agreement immediately and hold the User accountable for breach of contract.

1.2.3 用户的账号和密码（统称“账户”）是用户使用本网站的唯一权证。任何通过用户账户进行的行为都将被视为用户本人行为。用户应当注意账户信息的妥善保管和保密。密码遗失或用户账户被盗时，用户应及时进行修改或挂失。因用户原因造成的账户被盗、密码丢失或被他人获取造成的损失，由用户自行承担。若用户发现任何非法使用用户账户的行为或任何存在安全漏洞的情况，请立即通知学校并向公安机关报案。

**The account and password of the User (the “Account”) is the only proof evidencing his/her entitlement. Any act carry out through the User’s Account shall be deemed as the User’s personal conduct.** The User should pay attention to the proper storage and confidentiality of his/her account information. When the password is lost or the User’s Account is being hacked, the User shall change his/her password or lodge a report immediately. **The losses arising from hacking, loss of password or loss of Account caused by the User shall be borne by the User.** If the User discovers any illegal use of his/her Account or any security loophole, please notify our School immediately and report the case to the police.

1.2.4 用户的账户不得以任何方式买卖、转让、借用、赠与或继承。法律另有规定或司法机关、行政机关另有要求的除外。否则，用户应承担由此产生的全部后果、损失和责任。

**The User shall not in any way, buy, sell, transfer, borrow, grant as a gift his/her Account or allow his/her Account to be inherited.** Unless otherwise stipulated by law or otherwise required by judicial and/or administrative authorities, the User shall bear all the consequences, losses and liabilities arising therefrom.

## 2. 服务内容 Scope of Service

2.1 本网站提供的服务包括供用户向学校提交入学申请，以及对已入学学生的就学事务进行管理。具体服务内容和功能以本网站展示并实际提供的为准。

Services offer by this Website includes providing platform to the Users to submit application to our School and managing the affairs of enrolled students. Specific scope of services and functions are subject to those displayed and actually offered on this Website.

2.2 用户同意，本网站保留在任何时候自行决定对本网站的服务内容功能模块等随时进行增加、删除、修改、升级、转移、暂停、终止的权利；或因定期、不定期的维护，及/或相关法律法规、政策等调整而暂缓提供的权利。本网站进一步保留开发新的服务、模块、功能或其他语种服务等权利。上述所有新的服务、模块、功能的提供，除非另有说明，否则仍适用本协议。

**The User acknowledge that this Website reserves the right to add, delete, modify, upgrade, transfer, suspend, and terminate the service content function modules of this Website at any time at its own discretion, or the right to suspend the services due to regular and irregular maintenance and/or adjustments of relevant laws, regulations and policies. This Website further reserves the right to develop new services, modules, functions or services in other languages. Unless otherwise stated, the provision of all new services, modules and functions mentioned above are applicable to this Agreement.**

2.3 如本网站对上述服务进行调整的，将在合理期限内提前通过本网站进行公告，而不再另行通知用户。调整后的内容一经上线即自动生效。如用户不同意上述调整，应当立即停止使用服务；如用户继续使用服务的，则视为用户对调整后的内容不持异议并同意遵守。

**If adjustment is being made to the above services, an announcement will be made through this Website in advance within a reasonable period of time without further notice to all Users. The adjusted content will automatically take effect as soon as it goes online. If any User does not agree to the adjustments, he/she should cease using the services immediately; if the User continues to use the service being provided, the User is deemed to have no objection to the adjusted content and agree to comply with the rules.**

### 3. 服务使用规则 Users Compliance

3.1 用户使用本协议项下服务，应当遵守《中华人民共和国网络安全法》等相关法律法规规定以及本协议的约定，不得存在任何违法违规行为，不得侵犯学校以及任何第三方的合法权益。

The Users using the services under this Agreement shall abide by the "Network Security Law of the People's Republic of China", the relevant laws and regulations and the provisions of this Agreement. The User shall not violate the laws and regulations, nor infringe the legitimate rights and interests of our School and any third party.

3.2 用户声明并保证使用本网站过程中遵守如下约定：

The Users declare and warrant that he/ she will comply with the following rules when using this Website:

(1) 实施的所有行为均遵守相关法律法规的规定和要求，不违背社会公共利益或公共道德，不损害或侵犯任何第三方的合法权益，不违反本协议约定。

All acts are in compliance with the provisions and requirements of relevant laws and regulations, not to violate the public interest or public morality of the society, not to damage or infringe the legal rights and interests of any third party, and not to violate the provisions of this Agreement.

(2) 不对本网站上展示或提供的、由学校所有的任何数据或信息作商业性利用，包括但不限于在未经学校事先书面同意的情况下，以复制、传播等任何方式使用本网站展示或提供的、由学校所有的资料、信息、数据等。

Not to make commercial use of any School-owned data or information displayed or provided on this Website, including but not limited to using School-owned materials, information, data, etc. displayed in or provided by this Website in any way, such as copying, dissemination etc. without our School 's prior written consent.

(3) 不模仿、修改、翻译、改编、出借、出售、转许可、传播或转让本网站提供的服务，也不得逆向工程、反汇编、反编译、分解拆卸或试图以其他方式发现本网站提供的服务的源代码。

Not to imitate, modify, translate, adapt, lend, sell, sublicense, disseminate, or transfer the services provided by this Website, nor carry out reverse engineering, disassemble, decompile, decompose or attempt to in any other ways discover the source code of the services provided by this Website.

(4) 不发送、上传和储存带有病毒的、蠕虫的、木马和其他有害内容的计算机代码、文件、脚本和程序。

Not to send, upload and store computer codes, files, scripts and programs containing viruses, worms, Trojan virus and other harmful content.

(5) 不利用学校提供的资源和服务上传、下载、储存、发布任何违法违规、侵权、淫秽、色情、不道德、欺诈、诽谤、非法恐吓或非法骚扰等信息或内容，不为他人发布该等信息提供任何便利。

Not to use the resources and services provided by our School to upload, download, store, publish any information or content that is illegal, infringing, obscene, pornographic, unethical, fraudulent, defamatory, illegally intimidating, or illegally harassing and not to post such information for others or facilitate others to post such information.

(6) 不进行任何破坏或试图破坏网络安全的行为，不进行任何改变或试图改变学校提供的系统配置或破坏系统安全的行为。

No acts of sabotage or attempt to undermine network security, not to change or attempts to change the system configuration provided by our School or undermine system security.

3.3 用户使用本网站所发布、传输或存储的信息内容不得存在以下任一情形，且不得为他人发布、传输或存储该类信息内容提供任何便利（包括但不限于设置 URL、链接等）：

When using this Website, the User shall not post, transmit or store any information or content containing any of the following items, and shall not do so on behalf of others or facilitate others to do so (including but not limited to setting URLs, links, etc):

(1) 违反国家规定的政治宣传和/或新闻信息。

Political propaganda and / or news which violate state regulations.

(2) 危害国家安全、泄露国家秘密的信息。

Information that undermine national security and leakage of state secrets.

(3) 宣扬封建迷信，散布淫秽色情、赌博、暴力、恐怖或者教唆犯罪的信息内容。

Information which promoting feudal superstitions, spreading obscene pornography, gambling, violence, terror or abet crimes.

(4) 违反国家民族政策和宗教政策的信息内容。

Information which violates national ethnic and religious policies.

(5) 博彩有奖、赌博游戏、“私服”、“外挂”等非法活动。

Betting with prizes, gambling games, "private service", "plug-in" and other illegal activities.

(6) 侮辱或者诽谤他人，侵害他人合法权益。

Insult or defame others, infringe the legal rights and interests of others.

(7) 妨碍互联网运行安全的信息。

Information that hinders the safety of the internet.

(8) 其他有损于社会秩序、社会治安、社会公共道德，违反法律法规强制性规定，或侵害他人合法权益的信息内容。

Other information that is detrimental to social order, social security, social public morals, violates the mandatory provisions of laws and regulations, or violates the legal rights and interests of others.

3.4 用户使用本网站所提供的服务过程中，因其自身原因所引起的一切后果由用户承担。如因用户使用本网站提供的服务时所涉行为或内容不合法或侵权而导致学校承担责任或对学校造成损失的，用户应负责解决，并赔偿学校由此遭受的全部损失；同时学校有权终止本协议。

When using the services provided by this Website, the Users shall bear all consequences caused by their own actions. **If, when using the services provided by this Website, the User's actions or content posted are illegal or infringing, resulting in our School being liable or causing damage to our School, the User shall be responsible for resolving and compensating all losses suffered by our School, and at the same time, our School reserves the right to terminate this Agreement.**

3.5 学校有权对用户在本网站公开发布的信息内容进行检查，一旦发现含有违反本协议约定，包括但不限于任何违法或有违社会公序良俗的内容或指向这些内容的链接的，学校有权要求用户进行修改、删除；如用户不予改正，则学校有权终止对用户服务。

**Our School reserves the right to check the content of the information publicly published by Users on this Website. Once the content is found to be in violation of the provisions of this Agreement, including but not limited to any contents which are illegal or violation of public order and good customs or any links related to it, our School is entitled to request the User to modify and delete such content. If the**

**User does not make corrections, our School has the right to terminate services provided to the User.**

#### **4. 知识产权 Intellectual Property Right**

4.1 本网站中由学校展示或提供的所有内容，包括但不限于数据、图片、档案、资讯、资料、网站架构、网站画面的安排、网页设计等，均由学校及/或授权其使用的第三方权利人依法拥有其知识产权，包括但不限于商标权、专利权、著作权及其使用权等。非经学校及/或授权其使用的第三方权利人书面同意，任何人不得擅自使用、修改、复制、公开传播、发行上述内容。

All content displayed or provided by our School on this Website, including but not limited to data, pictures, files, information, materials, website structure, website screen arrangement, web design, etc., its intellectual property rights are owned by our School and/or authorised third parties, including but not limited to trademark, patent, copyrights and other relevant rights. Without the written consent of our School and/or authorised third-party, the Users are not allowed to use, modify, copy, publicly disseminate or distribute the aforesaid content without authorisation.

4.2 用户应当保证其使用本网站服务中所提供或使用的各项内容未侵犯任何第三方的合法权益，如第三方基于此等成果向学校及/或其关联方提出索赔、诉讼或可能提起诉讼，用户应承担学校及/或其关联方由此产生的全部责任及损失，且本网站有权随时终止服务、注销用户账户。

**Users should ensure that throughout the entire period when using this Website he/she does not infringe the legal rights and interests of any third party. If as a result of the User's act or omission, a third party file a claim, lawsuit or potential lawsuit again our School or our affiliates, the User shall be responsible for all obligation and losses to be borne or suffered by our School and/or our affiliates, and this Website reserves the right to terminate its services and de-register the User's account.**

#### **5. 用户信息和隐私保护 User's Data and Privacy Protection**

5.1 学校非常重视用户信息和隐私的保护，学校通过本网站向用户提供服务时，将按照相关法律法规的规定收集、存储、使用、共享、转移、公开披露、保护和管理用户信息和隐私，具体见本网站《个人信息保护政策》。用户



同意仔细阅读并充分理解和接受该政策，并同意该政策作为本协议的重要组成部分。

Our School values User's data and privacy protection. When providing services to Users through this Website, our School will collect, store, use, share, transfer, publicly disclose, protect and manage User's data and privacy in accordance with relevant laws and regulations. Please refer to our "Personal Data Protection Policy" which can be found on this Website. User agrees to read, understand and accept such policy as well as agree that such policy will form an integral part of this Agreement.

## **6. 违约责任及责任限制 Liability for breach of contract and limitation liability**

6.1 双方应共同遵守本协议约定，如一方违约给对方造成损失的，违约方应赔偿守约方的损失。

Both parties shall jointly abide by the terms of this Agreement. If one party breaches the Agreement and causing losses to the other party, the defaulting party shall compensate losses suffered by the other party.

6.2 除双方另有约定外，用户违反本协议中用户应当履行的各项义务、承诺、保证等的任意内容，学校均有权就其违约情节，尤其是对学校、其他用户或相关第三方造成的损失，随时采取以下措施中的一种或多种：

Unless otherwise agreed by the parties, if the User violates any obligations, commitments, warranties etc. under this Agreement, our School has the right take one or more of the following measures at any time (especially if it causes losses to be suffered by our School, other Users or related third parties):

(1) 要求用户立即更换、修改相应内容；

Require Users to immediately replace and modify the corresponding content;

(2) 限制、中止用户使用相应服务；

Limit or terminate the usage of the corresponding services of the User.

(3) 终止用户使用全部服务，终止本协议；

Suspend all services used by the User and terminate this Agreement;

(4) 依法追究用户的法律责任。

Pursuing legal action.

6.3 学校将在现有技术的基础上尽最大努力提供相应的安全措施以保障服务安全和正常运行。但由于可能存在的计算机病毒、网络通讯故障、系统维护等方面的因素，以及用户操作不当、或用户通过非本网站授权的方式使用服务，以及可能发生的不可抗力事件，对服务的持续性、准确性、可靠性、适用性等造成影响的，学校不对该等情形导致的任何损害赔偿承担责任。

Our School will leverage on our existing technology endeavor to provide corresponding security measures to ensure safe and normal operation of the service. **However, due to factors such as possible computer viruses, network communication failures, system maintenance, and improper operation by Users or Users using services in ways other than those authorized by this Website and force majeure events that may occur, affecting the continuity, accurateness, reliability and applicability of the services, our School shall not be liable for any damages caused by such circumstances.**

6.4 鉴于计算机、互联网的特殊性，学校在进行服务器配置、维护时，需要短时间中断服务；此种情形不属于学校违约。

In view of the particularity of computers and the Internet, **our School would need to suspend the service for a short period of time when configuring and maintaining the server; such situation shall not be deemed to be a breach by our School.**

6.5 对于因不可抗力以及意外事件引起的任何后果，学校不承担任何责任。

**Our School assumes no responsibility for any consequences caused by force majeure event and accident incidents.**

6.6 学校有权依据相关法律法规规定以及本协议约定，中止、终止向用户提供部分或全部服务，注销用户账户在本网站的权限，直至终止本协议，且无须为此向用户或任何第三方承担任何责任。

**Our school has the right to suspend or terminate the provision of some or all services to Users, de-register the User's account on this website and any of his/her rights to use such account, in accordance with the relevant laws and regulations and the terms in this Agreement. Up to the date of the termination of this Agreement, our School does not owe the Users or any third parties any liability.**

## 7. 通知和送达 Notification

7.1 学校对于用户所有的通知均可通过用户在注册过程中所预留的任一联系方式（包括但不限于电子邮件、手机号码等）进行送达；该等通知于发送之日视为已送达收件人。

All notifications to be sent by our School to the Users will be delivered through contact details (including but not limited to e-mail, mobile phone number, etc.) filled in by the Users during the registration process; these notifications are deemed to have been delivered to the recipient on the date of delivery.

## 8. 法律适用与管辖 Law and Jurisdiction

8.1 本协议之效力、解释、变更、执行与争议解决均适用中华人民共和国大陆境内法律。

The validity, interpretation, modification, execution and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China.

8.2 因双方就本协议的签订、履行或解释发生争议，双方应努力友好协商解决。如协商不成，双方均同意由学校住所地人民法院作为管辖法院。

**Both parties shall endeavor to resolve any dispute between the two parties regarding the signing, performance or interpretation of this Agreement through friendly consultation. If the negotiation fails, both parties agree that the court where our School is located shall be the competent court.**

## 9. 其他 Others

9.1 学校变更服务或本协议内容的，将在本网站以公告的方式予以公布，无需另行通知用户；用户在学校公告之日起可以选择继续使用或者终止使用学校的的服务；若用户继续使用服务，表示用户已充分阅读、理解、接受并将遵守修改后的服务或协议内容；若用户不同意修改后的内容，应立即停止使用服务。

**If our School changes the service or the content of this Agreement, it will be announced on this Website by way of announcement without further notice to the Users; the Users may elect to continue to use or cease using our School's services from the date of the relevant announcement. If the Users continue to use the service, the User are deemed to have fully read, understood, accepted and will abide by the modified service or Agreement; if the Users do not agree with the modified content, they should cease using the service immediately.**

9.2 本协议以中英文书写，如有冲突，以中文文本为准。

This Agreement contains English and Chinese version, in case of conflict, the Chinese version shall prevail.