

General Terms of Use for EPLAN ePULSE Portal

易盼 ePULSE 门户网站一般使用条件

Preamble

前言

The EPLAN Software (Shanghai) Co., Ltd. ("EPLAN") operates a web-based portal under the website www.epulse-eplan.cn which provides registered users ("User") access to certain digital products and data information ("ePULSE Portal"). Access is reserved for the User and may be gained via a web browser or via EPLAN software which the user operates in EPLAN products ("EPLAN products").

易盼软件（上海）有限公司（“易盼”）是基于 web 端的门户网站 www.epulse-eplan.cn 的运营者，为注册用户（“用户”）提供特定的数字产品和数据信息服务（“ePULSE 门户网站”）。访问仅限注册用户，可通过网页浏览器或易盼产品（“易盼产品”）中的 EPLAN 软件实现。

The following terms of use regulate the use of the ePULSE portal and the applications for the provision of information available on the portal, which includes the ePULSE Data Portal. During the registration process the User agrees to these Terms of Use.

使用 ePULSE 门户网站以及提供信息的门户应用程序，包括 ePULSE 数据门户（ePULSE Data Portal），应受以下使用条件的约束。用户注册即表示同意接受本《使用条件》。

§1 Subject matter of the contract

合同事项

1.1 EPLAN grants the User the right to use and obtain information from the ePULSE Portal and the applications available therein to the extent granted to him by these Terms of Use.

易盼授予用户使用 ePULSE 门户网站及其应用程序获取信息的权利。使用权利以本《使用条件》授权范围为限。

1.2 The use of the ePULSE portal requires the User to register. The User may provide the following information: Name*, e-mail address*, country/region, department (the information marked with an asterisk is mandatory information that is required for registration on the ePULSE Portal). The User is obliged to provide truthful information during the registration process. In addition, he/she shall assign a personal password that enables access to the ePULSE portal.

用户需经注册方可使用 ePULSE 门户网站。注册时，用户可能需要提供以下信息：姓名*，电子邮件地址*，国家/地区，单位名称（标有星号的信息是注册 ePULSE 门户网站的必填项）。用户注册时须提供真实信息。此外，用户还应设置访问 ePULSE 门户网站所需的个人密码。

1.3 Both parties may, by serving the other party a written notice, terminate the contract of use at any time, and such termination shall become effective immediately upon its delivery.

双方均可通过向对方发出书面通知随时解除合同；解除通知一经送达即告生效。

- 1.4** The User shall also has the option to delete his account within the ePULSE portal. In this case, the contract of use shall also end with immediate effect.
用户可以选择注销其在 ePULSE 门户网站注册的帐户。在此情形下，使用合同亦立即终止。

§2 Use free of charge
免费使用

The use of the ePULSE portal is free of charge for the User.
ePULSE 门户网站免费向用户提供使用。

§3 Type and scope of services, access
服务类型及范围；访问

- 3.1** EPLAN provides all services on the ePULSE Portal in unembodied form. The User may access the ePULSE portal via the website www.epulse-eplan.cn. In addition, he has the possibility to access the ePULSE Portal via EPLAN products and the software available in these products.

易盼在 ePULSE 门户网站上的所有服务均以非具象化的形式提供。用户可以通过网站 www.epulse-eplan.cn 访问 ePULSE 门户网站。此外，用户还可以通过易盼产品以及产品中提供的软件访问 ePULSE 门户网站。

- 3.2** The User shall be responsible for connecting the devices used by the User up to the ePULSE Portal and the necessary hardware and software environment as well as for maintaining the Internet connection.

用户应负责将其使用的设备连接至 ePULSE 门户网站，负责必要的硬件和软件环境，并保持网络连接。

- 3.3** A specific availability of the ePULSE Portal shall not be deemed agreed. In particular, EPLAN is entitled to carry out maintenance work on the ePULSE Portal at any time during the operating period. EPLAN shall endeavour not to allow such maintenance work to lead to unreasonable restrictions for the User and to ensure a high availability of the ePULSE Portal.

本使用条件不构成对 ePULSE 门户网站任何特定可用性的承诺。特别地，易盼有权在运营期间的任何时间对 ePULSE 门户网站开展维护工作。易盼会尽力避免因维护工作给用户使用 ePULSE 门户网站造成不合理的限制，并尽力确保 ePULSE 门户网站的高级别可用性。

- 3.4** Within the applications available in the ePULSE portal, in particular within the application "ePULSE Data Portal", the User shall be granted access to view product data of parts, components and devices of various types from various manufacturers ("digital product data"). The User is entitled to further use the digital product data offline within the scope of the Terms of Use. However, it shall be the sole decision of EPLAN or the respective manufacturers as to which digital product data are made available to the User in what manner and to what extent. EPLAN has compiled this data with great care. However, it is not possible for EPLAN to check the completeness, correctness and up-to-dateness. It cannot be ruled out that individual digital product data may be incorrect, incomplete or not

up-to-date. EPLAN accepts no liability for this, nor for the usability of the data or the fulfilment of specific purposes by the User.

ePULSE 门户网站提供的应用程序中，特别是在应用程序 ePULSE 数据门户（ePULSE Data Portal）中，用户可访问并浏览不同制造商多种类型的部件、组件和设备的产品数据（“数字产品数据”）。用户有权在本《使用条件》许可的范围内在线下使用数字产品数据。但是，易盼或相关制造商有权自行决定以何种方式以及在何等范围内向用户提供何种数字产品数据。易盼已致力谨慎地收集该等数据，但无法核查数据的完整性、正确性和实时性。不能排除个别数字产品数据存在不正确、不完整或已过时的可能性。易盼不应为此承担任何责任，也不应对数据的可用性或是否得以满足用户特定目的负责。

- 3.5** The manufacturer's data sheet is solely decisive for the product specification of individual products described in the digital product data. An identification of the digital product data in the applications with the actual specifications of the parts, components and devices is not guaranteed. In case of doubt, the User must contact the respective manufacturer for verification of product specifications. However, within the portal he is given the opportunity to communicate any questions regarding incorrect, incomplete or outdated digital product data as well as any difficulties and problems in connection with these data directly to the respective manufacturer via a built-in "feedback function".

制造商的数据表仅对数字产品数据中描述的单个产品的规格具有决定性意义。不保证应用程序中的数字产品数据与零件、部件和设备的实际规格一致。如有疑问，用户须与相关制造商联系以确定产品规格。但是，在门户网站内，用户有机会通过内置的“反馈功能”将有关数字产品数据不正确、不完整或过时的任何问题，以及与这些数据相关的任何困难和问题直接向相应的制造商提出。

- 3.6** EPLAN shall insert the digital product data into the applications in accordance with the agreements made with the manufacturers. This also applies to subsequent updates. In this context, EPLAN will include the data of all manufacturers with the same value, and will not actively favour or discriminate against any manufacturer (due to motives or purposes driven by EPLAN). However, user activities, e.g. the User's download behaviour, etc., cannot prevent certain manufacturers from displaying or positioning themselves as favourites in any way.

易盼应按照与制造商达成的协议，将数字产品数据输入应用程序中。这也同样适用于后续更新。在此背景下，易盼将同等地采集所有制造商的数据，不会基于易盼自身的任何动机或目的而主动地对任何制造商持偏好或者歧视态度。但是，用户活动（例如用户的下载行为等）无法阻止某些制造商以任何方式将自己优先展示或作出优先定位。

§4 Obligations of the User to cooperate

用户的配合义务

- 4.1** The User shall ensure the proper handling of the ePULSE Portal and the applications available therein in accordance with these Terms of Use.

用户应确保根据本《使用条件》正确适当使用 ePULSE 门户网站及其提供的应用程序。

- 4.2** The User shall ensure that he/she backs up his/her data within the usual framework and at appropriate intervals. Insofar as EPLAN provides the User with a solution for data backup

within the framework of the ePULSE Portal, the User shall fulfil his obligation by using the solution for data backup in accordance with its intended purpose.

用户应确保按照惯例和适当的时间间隔定期对其数据进行备份。易盼在 ePULSE 门户网站框架内为用户提供数据备份解决方案的，用户即应按照既定目的使用该解决方案进行数据备份。

- 4.3** If the ePULSE Portal is used by the User within the scope of using EPLAN products, the User shall create and maintain those system requirements which EPLAN has communicated to him for the use of EPLAN products. He shall ensure the installation of a functional, sufficiently dimensioned hardware and software environment which takes into account the capacity and performance requirements of the applications used.

如果用户是在使用易盼产品的范围内使用 ePULSE 门户网站，则用户应按照易盼告知的方式创建并保持满足相应的系统要求。用户应确保在考虑所用应用程序的容量和性能要求的条件下安装具备相应功能和足够容量的硬件和软件环境。

§5 Rights of use

使用权

- 5.1** EPLAN grants the User the non-exclusive, non-transferable and non-sublicensable right, limited in time to the duration of the usage agreement, to use the ePULSE Portal and the applications included therein to the extent granted to him by these Terms of Use. The User has no right to disclosure of the source code of the software of the ePULSE Portal or individual applications contained therein. Making the ePULSE Portal, including the applications contained therein, accessible or passing it on or making it available to third parties (a) for (complete or partial) transfer and/or (b) for licensing or sublicensing and/or (c) for the provision of services for third parties is not permitted without the expressed prior consent of EPLAN.

易盼授权用户在使用协议期限内及本《使用条件》许可的范围内使用 ePULSE 门户网站以及其中提供的应用程序；该使用权为非排他性的，不可转让且不得再许可。用户无权披露 ePULSE 门户网站或其中所包含的任一应用程序的软件源代码。未经易盼事先明确同意，用户不得为（a）部分或全部转让；和/或（b）许可或再许可；和/或（c）为第三方提供服务之目的允许第三方访问或使用 ePULSE 门户网站，包括其中所包含的应用程序，或者将 ePULSE 门户网站转交给第三方或供其使用。

- 5.2** The User may not pass on the access data assigned to him/her for the ePULSE Portal to third parties. He shall keep them protected from access by third parties and shall change his personal password at regular intervals.

用户不得将 ePULSE 门户网站分配给他/她的登录信息转交给第三方。同时，用户还须确保这些信息不被第三方获悉，并定期修改其个人密码。

- 5.3** The User shall be entitled to use the ePULSE portal and the applications available therein both privately and for business purposes. He/she may download, process and store the digital product data (also in systems such as ERP, PDM or PLM systems). Data in (*.edz) format may only be inserted by the User in connection with EPLAN products and in projects created or edited by the User for this purpose and may only be passed on to third parties

as part of the project documents and files. Any other and/or further use is prohibited. In particular, any disclosure of data to third parties which are not in part of individual project documents and files in the above-mentioned context of the use of EPLAN products is prohibited.

用户有权使用 ePULSE 门户网站以及其中提供的应用程序，无论是出于个人目的还是用于商业目的。用户可以下载、处理、存储数字产品数据（包括在例如 ERP、PDM 或 PLM 等系统中）。*.edz 格式的数据只能由用户在使用易盼产品创建或编辑项目的过程中插入，并且只能作为项目文档和文件的一部分传输给第三方。任何其他形式和/或进一步的使用均予禁止。特别地，在上述使用易盼产品的情况下，禁止以未包含在单个项目文档和文件的形式将数据披露给第三方。

- 5.4** Under no circumstances shall the User be permitted to use digital product data or any other content in the ePULSE Portal or the applications available therein for the reproduction and/or other imitation of the ePULSE portal. He is not entitled (a) to misuse the ePULSE Portal, (b) to gain access to unauthorized areas of the applications, (c) to transmit or provide illegal, immoral or offensive content or (d) to knowingly transmit or provide data with harmful components or spam or (e) to otherwise interfere in a harmful manner with the functioning of the ePULSE Portal.

在任何情况下，用户均不得使用数字产品数据或 ePULSE 门户网站或其中提供的应用程序中的任何其他内容对 ePULSE 门户网站进行复制或其他形式的模仿。用户无权（a）滥用 ePULSE 门户网站；（b）访问应用程序中未经授权的区域，（c）传输或提供非法、不道德或冒犯性的内容，或（d）故意传输或提供包含有害组件或垃圾信息的数据，或（e）以其他有害方式干扰 ePULSE 门户网站的功能。

- 5.5** If the User violates the obligations imposed on him under these Terms of Use, in particular those set out in § 5.4, EPLAN may, after prior written notification of the User, temporarily block his access to the ePULSE Portal if the violation can be remedied by this. The block shall be lifted as soon as the reason for the block no longer exists. If the User continues to violate or repeatedly violates his obligations despite receiving a written warning, EPLAN may terminate the usage contract without notice for exceptional reasons and permanently delete the account of the User. EPLAN also reserves the right to assert further statutory rights.

若用户违反本《使用条件》项下的义务，尤其是第 5.4 条中规定的义务，易盼可在书面通知用户后，暂时禁止该用户访问 ePULSE 门户网站（若藉此可以为用户的违约行为提供补救措施）。一旦禁止访问的原因不复存在，则易盼应解除该禁止访问措施。如果用户在收到书面警告的情况下仍继续违反或重复违反其义务，则易盼可能会基于特别理由，在不另行通知的情况下解除使用合同，并永久地注销该用户的帐户。易盼在此保留其另行主张法定权利的权利。

- 5.6** The ePULSE portal is protected by copyright. All rights to the ePULSE Portal and the applications available therein are owned by EPLAN and/or its affiliates including EPLAN Software & Service GmbH & Co. KG. The original digital product data are the exclusive property of the respective manufacturers. The User may not remove, alter or otherwise suppress any copyright notices or marks of EPLAN or the respective manufacturers.

ePULSE 门户网站受版权保护。ePULSE 门户网站以及其中提供的应用程序的所有权均归易盼或其关联方（包括 EPLAN Software & Service GmbH & Co. KG）所有。原始数字产品数据是各制造商的专有财产。用户不得删除、更改或以其他方式隐藏易盼或相应制造商的任何版权声明或标记。

§6 Warranty of EPLAN

易盼的担保

In consideration that EPLAN is providing its service for free, EPLAN undertakes no warranty for any defects in ePULSE Portal and the applications for the provision of information available on the portal with regard to their content, means of provision or use or ownership, etc.

鉴于易盼服务为免费提供，对 ePULSE 门户网站以及提供信息的门户应用程序的内容、提供和使用方式以及权属等瑕疵，易盼不作担保。

§7 Liability of EPLAN

易盼的责任

7.1 EPLAN shall be liable to the User only in the event of its intentional act or gross negligence that has caused losses to the User's property.

易盼仅就其故意或重大过失造成用户财产损失的情形向用户承担责任。

7.2 The use of the ePULSE portal and the applications available therein shall be at the sole responsibility of the User, i.e. the User shall be responsible for correctly interpreting the data provided to him in the context of the applications and for making further decisions on this basis. EPLAN shall not be liable for the correctness, accuracy, completeness and usability of the data and contents obtained by the User therefrom. EPLAN also makes no warranty that ePULSE Portal, but also the use of it by the User, comply with any applicable laws or regulations or technical norms.

用户应自行就 ePULSE 门户网站以及其中提供的应用程序的使用承担责任，即用户应负责正确解读应用程序中提供的数据，并基于此正确地做出决定。易盼不对用户从中获取的数据和内容的正确性、准确性、完整性、可用性负责，且不对 ePULSE 门户网站及用户使用 ePULSE 门户网站符合适用法律规定或技术标准作出保证。

7.3 Although EPLAN always endeavours to keep the ePULSE Portal free of viruses, a freedom from viruses cannot be guaranteed. Before downloading data, the User shall ensure that appropriate security measures and virus scanners are in place.

尽管易盼一直致力于保持 ePULSE 门户网站不受病毒攻击，但易盼不能保证 ePULSE 门户网站不被病毒攻击。在下载数据之前，用户应确保已采取了适当的安全措施且使用病毒扫描程序。

§8 Data protection

数据保护

In operating the ePULSE Portal, EPLAN observes the applicable data protection regulations, insofar as personal data is collected or processed. The privacy policy for the

ePULSE portal applies and can be viewed under <https://www.eplan.com.cn/cn/company/about-us/legal-information/privacy-policy/> in its latest version updated from time to time. EPLAN will not share with or disclose to any company, organization or individuals the User's personal data, except for the circumstances where (a) an explicit consent has been obtained from the User; (b) EPLAN may share with or disclose to others the User's personal data in accordance with provisions by laws and regulations or as per mandatory request by government authorities; or (c) sharing with EPLAN's cooperation partners (including its affiliates) the User's personal data in order to enable an improved user's experience.

在运营 ePULSE 门户网站过程中，若收集或处理个人数据，易盼将遵守适用的数据保护规定。ePULSE 门户网站的隐私政策予以适用。该隐私政策见于 <https://www.eplan.com.cn/cn/company/about-us/legal-information/privacy-policy/>，以其不时更新的最新文本为准。易盼不会向任何公司、组织和个人共享或披露用户的个人数据，但以下情况除外：（a）获得用户的明确同意；（b）易盼可能会根据法律法规规定，或按政府主管部门的强制性要求，对外共享或披露用户的个人信息；（c）易盼可能会与合作伙伴共享用户信息，以提供更好的用户体验。

§9 Changes to services or Terms of Use

服务或使用条件的变更

EPLAN is making every effort to improve the ePULSE portal and the applications it contains and to provide the User with new functions. However, this does not give rise to any claims whatsoever by the User or any other third parties. EPLAN reserves the right to change the services at its discretion, to adapt the Terms of Use or to change the offer of the ePULSE Portal at a later date or to discontinue it partially or completely without prior notice. The User shall make itself aware of the latest version of the Terms of Use, which can be viewed and downloaded under www.eplan.cn/epulse-terms-of-use-10-2020. If the User continues to use the ePULSE Portal or the applications it contains after the changes, the User shall be deemed to have granted its consent with the changed Terms of Use.

易盼一直在尽其所能地改善 ePULSE 门户网站以及其中提供的应用程序以及为用户提供新的功能。但是，用户或任何第三方均不得基于易盼的该等努力提起任何索赔主张。易盼就如下事项保留不经事先通知而自行决定的权利：更改服务；变更《使用条件》；于未来日期更改 ePULSE 门户网站服务内容；部分或全部终止提供服务。用户应自行了解《使用条件》的最新文本。最新文本可于[\[www.eplan.cn/epulse-terms-of-use-10-2020\]](http://www.eplan.cn/epulse-terms-of-use-10-2020)查看并下载。用户在《使用条件》变更后继续使用 ePULSE 门户网站或其中提供的应用程序的，即视为用户已经同意该等经变更的《使用条件》。

§10 Miscellaneous

其他

10.1 All contractual relations between the parties shall be governed by the law of the People's Republic of China.

双方之间的所有合同关系均应受中华人民共和国法律管辖。

10.2 For all disputes arising from and in connection with the contract of use, EPLAN shall be entitled to take legal action at either the People's Court competent for EPLAN's registered domicile or the People's Court competent for the User's registered domicile.

凡由本使用合同引起或与之相关的所有争议，易盼有权选择易盼住所地或用户住所地人民法院管辖。

10.3 Insofar as the written form is provided for in these Terms of Use, this is ensured by compliance with the text form pursuant to Article 469, The Civil Code. (Before the effectiveness of The Civil Code, the definition under Art. 469 shall analogously apply.)

本《使用条件》中要求采用书面形式的，凡符合《民法典》第 469 条所指的书面形式的，即为符合约定（《民法典》生效前，第 469 条之定义参照适用）。

10.4 General business terms and conditions of the User are not applicable to these Terms of Use. This also applies if the User's General Terms and Conditions are not expressly excluded.

用户的一般商业条件不适用于本《使用条件》，即使未明示排除用户的一般商业条件的适用。

10.5 The parties are aware that the software behind the ePULSE portal and the applications available therein may be subject to export and import restrictions. In particular, licensing requirements may exist or the use of the software or related technologies in different jurisdictions may be subject to restrictions. The User shall comply with the applicable export and import control regulations, in particular those of the People's Republic of China, the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. Fulfilment of the contract by EPLAN is subject to the provision that there are no obstacles to fulfilment due to national and international regulations of export and import law or any other legal requirements.

双方均知悉，用于实现 ePULSE 门户网站的软件以及 ePULSE 门户网站中的应用程序可能受到进出口限制。特别是可能存在许可证要求，或软件或相关技术的使用在不同司法管辖区域内可能会受到限制。用户应遵守适用的进出口管制法律规定，以及所有其他相关法规特别是中华人民共和国、德意志联邦共和国、欧盟和美利坚合众国的该等法律规定。易盼履行合同的前提条件是，合同的履行不存在任何国家和国际进出口等相关法律上的障碍。

October 2020

2020 年 10 月