

虚拟办公室服务协议 (SH-VOAP102-1LA)

盟诺商务服务(上海)有限公司 (“盟诺”)		客户信息 (“用户”)	
地址	仙霞路 99 号 尚嘉中心 15 层 邮编 200051	公司	
电话	sh-cs@jumpstartoffices.com	地址	
传真	+86 21 6157 5157	电邮	
电邮	+86 21 6157 5166	联系人	
网址	www.jumpstartoffices.com	电话	
营业执照号码	310000400633224(静安)	营业执照号码	

套餐内容		
<input type="checkbox"/> 地址套餐	<input type="checkbox"/> 通讯套餐	<input type="checkbox"/> 全天候套餐
<ul style="list-style-type: none"> 400 人民币/月 通讯地址 邮件接收 	<ul style="list-style-type: none"> 600 人民币/月 通讯地址 邮件接收 专用电话号码 个性化电话应答 语音信箱 专用传真号码 80 页的传真到电子邮件 	<ul style="list-style-type: none"> 800 人民币/月 通讯地址 邮件接收 专用电话号码 个性化电话应答 语音信箱 专用传真号码 400 页的传真到电子邮件 每月 2 小时免费小会议室使用

其它服务细则
<ul style="list-style-type: none"> 工作时间：周一至周五 9 点~6 点（当地时间，不包括公共假期）。 用户外拨的电话或传真服务，根据公布费率计费。 为用户安排的邮寄或快递服务，除邮资外加收 20% 的服务费。 额外服务的费用，须在 7 天内结清。

合同			
起始日期	年	月	日
合同期限	(个月)		
保证金			

附加条款

盟诺代表	
姓名	
职位	
签名及盖章	
日期	

客户代表	
姓名	
职位	
签名及盖章	
日期	

本协议由盟诺及用户双方共同达成，用户确认已阅读和理解本页的条款，并同意遵守所有条款。

VIRTUAL OFFICE TERMS AND CONDITIONS 条款

1. DESCRIPTION OF SERVICE 服务

Jumpstart Business Services ("Jumpstart") is providing the User with a Business Address and / or a telephone answering service ("the Service"). This Service entails receiving Telephone calls, Faxes and Posted Mail on behalf of the User and forwarding these communications to the User in an agreed format. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the within terms and conditions, and shall be paid reasonable. The Service is provided "As is" and Jumpstart assumes no responsibility for the timeliness, deletion, misdelivery, nondelivery, or failure to store any user communications or personalisation settings. 盟诺商务服务(上海)有限公司, (本合同中简称为“盟诺”)为客户提供商务联系地址和/或前台电话服务(本合同中简称为“服务”)。这个服务包括代表客户接听来电, 传真和邮寄信件以及根据约定转发这些信息给客户。如未特殊说明, 任何在目前的服务之上增加或提升新的内容必须遵守该条款并且支付合理费用。盟诺提供服务, 盟诺对于信息的时效性, 删除, 误投, 无法送达, 或无法储存或个性化设定不承担任何责任。

2. REGISTRATION OBLIGATIONS 义务

In consideration of use of the Service, the user agrees to:

考虑到使用该服务, 客户同意:

(a) provide true, accurate, current and complete information about the User as prompted by the Service's sign up form ("Registration Data")

提供真实, 准确, 最新及完整的客户资料如服务的申请表所示(简称“登记资料”)

(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the User provides any information that is untrue, inaccurate, not current or incomplete, or Jumpstart has reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete, Jumpstart has the right to suspend or terminate the User's account and refuse any and all current or future use of the Service (or any portion thereof)

保持并及时更新登记资料, 确保其真实, 准确, 最新和完整。如果客户提供的任何信息不真实, 不准确, 过时或不完整, 或盟诺有合理理由怀疑前述资料不真实, 不准确, 过时或不完整, 盟诺有权暂停或终止客户帐户并拒绝提供任何所有当前或将来的服务(或其任何部分)

3. MODIFICATIONS OF SERVICE 服务变更

Jumpstart reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to the User or any third party for any modification, suspension or discontinuation of the Service.

盟诺有权在任何时候随时、暂时或永久变更或终止本服务(或其任何部分)。盟诺可以通知或不通知客户或任何第三方关于任何更改, 暂停或停止服务。

4. TERMINATION 终止

The User agrees that Jumpstart, in its sole discretion, may terminate the User's account or any part thereof or use of the Service (or any part thereof) and remove and discard any messages within the Service, for any reason, including but not limited to customer agreement to the following conditions: (a) If Jumpstart believes that the User has violated or acted inconsistently with the terms and conditions

如果盟诺认为客户已违反或行为不符合本条款

(b) If the User provides incomplete, inaccurate or untrue information to Jumpstart or

如果客户提供不完整, 不准确或不真实的信息给盟诺或

(c) If Jumpstart decides to discontinue offering the Service.

如果盟诺决定终止提供服务

(d) If the User is in default of payment by more than 7 (seven) days The User agrees that Jumpstart may terminate the Service with or without cause at any time by sending one month's written notice of termination to the Company. Upon termination, the User shall have no right to use the Service and Jumpstart will have no obligation to forward any unopened, unread, or stored messages to the User or any third party. The User agrees that following the termination of Service for any reason whatsoever, the User's telephone number may be re-assigned immediately to another User of the Service. Furthermore, upon termination, Jumpstart will have no obligation to inform anyone dialing the User's telephone number assigned prior to termination about the termination of the Service. 如果客户欠缴费用超过7个工作日, 客户同意盟诺可在任何时候无条件提前一个月书面通知终止本协议。终止后, 客户应无权使用本服务, 盟诺将没有义务转发任何未发送, 未读, 或存储的信息给客户或任何第三方。客户同意无论何种原因终止服务后, 客户的电话号码可能会被立即重新分配给其他客户。此外, 协议终止时, 盟诺没有义务通知拨打该客户电话号码的任何人有关服务的终止。

5. HOLDING OVER 本协议的自动延期

Unless Jumpstart give at least one month's written notice to you that this agreement will end on the date of expiration of the term hereby granted, or you give at least one month's written notice to us that this agreement will end on that date of expiration, the agreement shall from that date of expiration continue as an open-ended agreement, other terms in this agreement are still effective on the periodic agreement.

除非盟诺提前一个月以书面形式通知用户本协议将于协议期限届满之日终止, 或用户提前一个月向我方发出书面通知要求本协议期限届满之日终止的情况下, 协议自期限届满之日起转为无固定期限协议, 协议的其他条款对双方仍然适用。

6. INDEMNIFICATION 赔偿

The User agrees to indemnify and hold Jumpstart, and its subsidiaries, affiliates, officers, agents, or other partners and employees, harmless from any claim or demand (including damages costs and expenses), made by any third party due to or arising out of the User's use of the Service or violation of the terms and conditions, or the User's violation of any rights of another User, person

or entity.

客户同意赔偿, 因由客户违反合同条款或是使用服务造成损害, 或其他客户、个人及团体的权利造成侵害。盟诺和其关联子公司, 管理人员, 代理商, 或其他合作伙伴及员工, 免于于任何第三方索赔或要求(包括损害赔偿费用和成本),

7. USER CONDUCT 客户行为

The User understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), transmitted through the use of the Service, is the sole responsibility of the person from which such Content originated. Therefore, the User and not Jumpstart is solely responsible for all Content transmitted through the use of the Service. Jumpstart does not guarantee the accuracy, integrity or quality of any Content transmitted through the Service. Furthermore, under no circumstances will Jumpstart be liable for any Content sent to the user that is offensive, indecent or objectionable in any way. Jumpstart reserves the right to take any action, with or without any notice, including but not limited to terminating the User's account that violates any agreements between Jumpstart and its suppliers and partners. The User agrees not to use the Service to:

客户明白所有资讯, 数据, 文字, 软件, 音乐, 声音, 图片, 图像, 视频, 讯息或其他材料(简称“内容”), 通过盟诺提供的服务来传送, 客户对于内容是唯一的责任人。因此, 客户而不是盟诺, 全权负责所有内容的传送。盟诺在提供服务时不担保传输内容的准确性, 完整性或质量。此外, 在任何情况下, 盟诺对于发送给客户的任何具有攻击性, 不雅或不适宜的内容不承担任何责任。如客户违反任何与盟诺或是盟诺的供应商和合作伙伴的协议, 在收到通知或无任何通知的情况下, 盟诺保留采取任何行动的权利, 包括但不限于终止客户帐户。客户同意不会使用服务于以下方面:

(a) transmit any Content that is unlawful, threatening, harmful, abusive, harassing, obscene, libelous, hateful or otherwise objectionable in any manner;

传播任何非法, 威胁, 有害, 辱骂, 骚扰, 猥亵, 诽谤, 憎恨或其他不恰当的任何方式;

(b) conduct any illegal activities; including but not limited to:

进行任何非法活动; 包括但不限于:

i) Implementing or facilitating financial services fraud, theft, corruption, embezzlement, and theft of state secrets;

实施或从事金融服务欺诈, 盗窃, 贪污, 挪用公款, 和窃取国家机密的;

ii) Implementing or facilitating electronic blackmail; online smuggling; illegal online or electronic transactions; pornography, including online content or electronic services; false advertising; online money-laundering; online fraud or theft; online damage to the commercial reputation of another; online or electronic libel or slander; the infringement or violation of industry trade secrets;

实施或从事电子讹诈; 网上走私; 非法网上或电子交易; 色情制品, 包括网上内容或电子服务; 虚假广告; 网上洗钱活动; 网上诈骗或盗窃; 在线损害他人商业信誉; 网上或电子诽谤; 侵害或违反行业商业机密;

iii) Implementing or facilitating electronic or online spying or dissemination of state secrets.

实施或进行电子或在线间谍或传播国家机密的行为。

(c) impersonate an individual or an entity or an affiliation with an individual or an entity;

假冒个人或实体, 或隶属关系的个人或实体;

(d) infringe any third party's patent, copyright, trademark, trade secret or other proprietary right;

侵犯任何第三方的专利, 版权, 商标, 商业秘密或其他专有权利;

(e) harm minors in any way;

任何方式伤害未成年人

(f) interfere with or disrupt the Service or services or networks connected with the Service, or disobey any requirements, policies or regulations of networks connected to the Service;

干扰或破坏本服务或服务的网络, 或违反与服务相关的任何规定, 政策或法规;

(g) intercept, manipulate, forge or in any other way alter the identifiers of the transmission in order to manipulate the origin of the Content transmitted through the Service;

拦截, 操纵, 伪造或以其他方式改变传输的标识符, 以便经由本服务操纵传输源头;

(h) intercept, manipulate, forge or in any other way alter the Content transmitted through the Service;

经由本服务传送拦截, 操纵, 伪造或以其他方式改变经由本服务传输的内容;

(i) collect or in any way store or manipulate data of other users;

收集或以其他方式储存或处理其他客户的数据;

(j) intentionally or unintentionally violate any applicable national or international law and regulations;

有意或无意地违反任何适用的国家或国际的法律和法规;

(k) transmit any unsolicited or unauthorized advertising offers, promotional materials "junk mail", "junk messages", "spam", "pyramid schemes" or "chain letters";

传输任何未经请求的或未经授权的广告报价, 宣传材料, “垃圾邮件”, “垃圾信息”, “传销”或“连环信”;

(l) transmit messages to any individual or an entity of a list where the individual or the entity has not given permission to be included in list; or

未经个人或团体允许, 传递信息给他们;

Initial:

(m) transmit any material that contains software viruses or any other computer software code that is designed to interrupt, destroy or in any way limit the functionality of any computer software, hardware, network or telecommunications equipment;
传播任何包含软件病毒或任何具有中断性、破坏性、限制性功能电脑软件源代码用于硬件，网络或通讯设备；

(n) In the event the User at any time during or after the terms hereof take into employment any of the staff employed by Jumpstart, the User shall pay by way of an introduction fee for Jumpstart, an amount calculated at 50% of the past year annual wage of the team member and such amount shall be due and payable as the date of employment.

在盟诺员工劳动合同期间或届满之后如果客户雇佣盟诺任何员工，客户应支付介绍费给盟诺，金额按该员工最近一年的年度工资的 50 % 计算，该笔费用在客户雇佣该员工的当日支付。

8. LIABILITY FOR BREACH 违约责任

Under relevant PRC laws, any activities conducted through the Service should be legal; Jumpstart assumes no responsibility for conflicts arising between the User and his corresponding parties. However, as soon as Jumpstart discovers that the User is or has used the Service to engage in illegal activities, it has the right and obligation to report the offending activities to the police and terminate the Service immediately. Under above circumstance, Jumpstart has the right to report the User's detailed account information (including IP address) to the police to assist in any resulting official investigation.

根据中华人民共和国有关法律，任何与服务相关的活动应合法；盟诺对客户和其他关联方之间发生冲突不承担任何责任。然而，盟诺一旦发现客户正在或已经利用服务从事非法活动，盟诺有权利和义务向警方举报此违法活动，并立即终止服务。根据上述情况，盟诺有权告知警方客户的详细的帐户信息（包括 IP 地址）并协助任何形式的调查。

9. DEALINGS WITH ADVERTISERS 广告交易

The User's correspondence or dealings with, or participation in promotions of, advertisers found – on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between corresponding User and such advertiser. User agrees that Jumpstart shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such advertisers on the Service.

客户通过本服务进行通信或交易，或参与广告促销活动刊登，包括付款和交付相关货物或服务，以及任何其他与此类交易相关的条款，条件，保证或陈述，只与相应的客户和广告商有关。客户同意盟诺不承担任何责任或义务，以及应此类交易或促销活动导致任何类型的损失或损害。

10. DISCLAIMER OF WARRANTIES 免责声明

The User expressly understands and agrees that:

客户明确了解并同意

(a) The User's use of the Service is at the User's sole risk. The service is provided on an "As Is" and "As Available" basis and Jumpstart expressly disclaims all warranties of any kind whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non infringement.

客户使用该服务由客户自行承担风险。盟诺提供的服务基于“现状”及“现有”基础，在此明确声明不承担任何形式得明示或暗示的保证，包括但不限于隐含的商业保证，针对特定用途和非侵权。

(b) Jumpstart makes no warranty that (including but not limited) :

盟诺不作任何以下担保（包括但不限于）：

(i) The Service will meet the User's requirement

该服务将满足客户需求

(ii) The Service will be uninterrupted, timely, secure, or error-free

该服务将不中断，及时，安全，或没有错误

(iii) The results that may be obtained from the use of the Service will be accurate or reliable

由盟诺提供的服务是准确和可信赖的

(iv) The quality of any products, services, information, or other material purchased or obtained by the User through the Service will meet the User's expectations

客户通过盟诺服务购买的任何产品的质量，服务，信息，或其他材料将符合客户的要求

(v) The quality of transmission of fax or voice data will be accurate, legible or voice data will be accurate, legible or audible

传真或语音数据的传送质量都将准确，清晰的或是语音数据是准确，清晰的

(vi) The transmission of fax or voice data will be complete

所传送的传真或语音数据都将被完整传递

(vii) Any errors in software will be corrected

软件中的任何错误将得到纠正

(c) Any material downloaded or otherwise obtained through the use of the Service is done at the User's own discretion and risk and that the User will be solely responsible for any damage to the User's computer system or loss of data that results from the down load of any such material. 客户自行裁量通过盟诺服务下载的任何材料或以其他方式获得的资料的风险性并自行承担风险，该客户将单方面承担由于下载这些资料而引起的任何计算机系统的损坏或数据丢失等情况。

(d) Jumpstart assumes no responsibility for the deletion or failure to store fax, voice and email messages and any other personalisation settings. No advice or information, whether oral or written, obtained by the User from Jumpstart or through or from the service shall create any warranty not expressly stated in the terms and conditions.

盟诺对删除或无法储存，传真，语音，电子邮件和其他任何个性化设置不承担任何责任。客户从盟诺或通过盟诺所提供的服务得到任何意见或资料，无论以口头或书面形式，如不列在明确规定的条款和条件，将不会产生任何形式的保证。

11. LIMITATION OF LIABILITY 责任限制

The User expressly understands and agrees that Jumpstart or its suppliers shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Jumpstart has been advised of the possibility of such damages), resulting from:

客户明确理解和同意，盟诺或它的供应商不须承担任何直接，间接，附带，特殊，后果性或惩戒性损害赔偿，包括但不限于损失的利润，商誉，使用，数据或其他无形损失（即使盟诺已被告知此等赔偿的可能性）的原因是：

(i) The use or the inability to use the Service

使用或无法使用服务

(ii) The cost of the procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;

因购买任何商品和数据的替代品和服务而产生的费用，或通过服务取得或收到的信息或进行交易；

(iii) Unauthorised access to or alteration of the User's transmissions or data;

未经授权的访问或更改客户的传输或数据；

(iv) Statements or conduct of any third party on the Service; or

陈述或进行任何第三方的服务；或

(v) Any other matter relating to the Service, in any event, the liability of Jumpstart and its suppliers to the User for any reason and upon any cause of action shall be limited to the monthly fees by User, excluding any usage charges, actually paid to Jumpstart by the User under this terms and conditions during the one (1) month immediately preceding the date on which such claim accrued. This limitation applies to all causes of action in aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The fees for the Service set by Jumpstart have been and will continue to be based upon this allocation of risk, accordingly, the User hereby releases Jumpstart and its suppliers from any and all obligations, liabilities, and claim in excess of the limitation stated in this section.

任何有关服务的事项，在任何情况下，以任何理由和任何行为所导致的结果，盟诺和其供应商对客户承担的责任应仅限于每月客户所支付的费用，不包括任何支付给盟诺的使用费用，该费用仅在主张权利发生之日前一个月前已实际支付给盟诺的。这个限制适用于所有行为导致的结果，包括但不限于，违反合同，违反担保，疏忽，严格责任，歪曲，和其他侵权行为。盟诺收取的服务费已经并继续基于以上风险配置，因此，客户同意盟诺和其供应商免于此条提及超越限制的义务、责任和主张。

12. GENERAL 概要

These terms and conditions are personal between the User and Jumpstart and governs the Users use of the service, superseding any prior agreements between the User and Jumpstart. It is not transferable or any attempt by the User to rent, lease, sublicense, assign or transfer any of the rights, duties or obligations hereunder is void. These terms and conditions and the conduct, of the parties hereto shall be governed by the laws of the People's Republic of China. The failure of Jumpstart to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision.

If any provision of the terms and conditions is found by a Court of competent jurisdiction to be invalid, the parties nevertheless agree that the Court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms and conditions remain in full force and effect.

本合同条款适用于客户和盟诺，客户必需按照此条款履行协议。此协议取代任何之前客户和盟诺之间的协议。客户不可转让或任何企图出租、租让，分让和转让权利、职责或义务。转让后的权利和义务是无效的。协议的条款和条件、双方的行为必须符合中华人民共和国法律。如盟诺无法行使此协议下的权利并不代表对该权利的放弃。如果法院裁定协议中任何的规定无效，双方仍然同意法院努力使双方实行原来双方的约定，而其他的协议约定仍然有效。

13. AMENDMENTS 修订

Jumpstart reserves the right to amend these terms and conditions at any time. The User will be notified by letter or email advising of the changes thirty days before the amendment is to take effect. If the User does not reply to this notice within the said thirty days, the user will be deemed to have accepted these changes.

盟诺在任何时候保留权利修改此合同条款。客户将会以书面通知或电子邮件的形式在本协议生效三十天之前收到更改通知。如果客户在三十天内不回复本通知的，客户将被视为已接受更改。

14. NOTICES 通知

All notices dispatched pursuant to this Agreement shall be deemed validly served if sent by ordinary prepaid post and /or email to the address furnished in the User Details herein or such other address furnished pursuant to clause 2 herein.

依照本协议，所有通知如果以普通预付邮资的邮递和/或根据客户提供或是第 2 条款中提供的电子邮件地址送达。均应视为有效送达。

Signature:

用户（签章）：

Date:

日期：

Signature:

盟诺商务服务（上海）有限公司

Date:

日期：