

TMG Public Merchant Recruitment – Merchant Undertaking

天猫国际公开招商渠道商家承诺

This Undertaking is made by you ("Merchant") to Taobao China Holding Limited ("Tmall Global").

本承诺由您（下称“商户”）向淘宝中国控股有限公司（下称“天猫国际”）作出。

1. Merchant represents, warrants and covenants to Tmall Global that:
商户向天猫国际承诺与保证：
 - a) It is a company duly incorporated and validly existing and has all necessary corporate power to carry on its business.
其是有效成立，存续的公司，并且有所有的公司权力去经营其业务。
 - b) It has the legal capacity and all requisite power and authority to execute this Agreement, perform its obligations hereunder and use the Services.
其拥有合法、完全的能力和授权缔结本协议，履行其在本协议下的义务并使用服务。
 - c) It will comply with all applicable Laws, conform to public policy and carry out ethical business practices.
遵守所有适用的法律及社会公共利益及商业道德。
 - d) It will provide all the information or documents requested by Tmall Global and/or its affiliates in connection with performing their “know your customer” procedures;
提供所有天猫国际和/或其关联方要求提供的为了进行其客户尽职调查程序的信息或文件；
 - e) All information supplied by Merchant to Tmall Global:
所有向天猫国际提供的商户材料：
 - i. is true, accurate, complete, valid, and not misleading;
真实、准确、完整、有效且没有误导成份；
 - ii. is not defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit, harmful to minors or unrelated to commercial activity;

不讲谤、中伤、恐吓或骚扰、猥亵、令人反感、有攻击性、色情或有害于未成年人的或者和商业活动无关的信息；

- iii. if amended, Merchant will notify Tmall Global immediately;
发生任何变更后立即通知天猫国际；
 - iv. in relation to its identity, such as email address, contact telephone number, contact address, postal code, are valid, accurate and up-to-date, and Tmall Global and users of Tmall.hk Website will be able to reach Merchant via such information; and
保证提供的身份信息诸如电子邮件地址、联系电话、联系地址、邮政编码等内容的有效性，真实性并且是最新的，保证天猫国际及天猫国际网站其他用户可以通过上述联系方式与商户进行联系；及
 - v. does not infringe upon any third party's rights and interests.
不侵犯任何第三方权益。
- f) Merchant has never been terminated by Tmall Global or breached any agreement with Tmall Global.
商户没有发生过被天猫国际清退或违反与天猫国际的协议的情形。

2. Governing Law and Settlement of Dispute. This Agreement shall be governed by the laws of Hong Kong without recourse to conflict of laws rules and principles. Any dispute or claim arising out of or in connection with this Agreement shall be submitted to the Hong Kong International Arbitration Center for arbitration in Hong Kong according to its arbitration rules in effect at the time of the notice of arbitration. There shall be three (3) arbitrators, and English shall be the language for the arbitration proceeding. The arbitration award shall be final and binding on both parties.

管辖法及争端解决。 本协议适用香港法律，任何香港的法律冲突规则或原则不适用于本协议。凡因本协议引起的或与之相关的争议或纠纷均应根据提交香港国际仲裁中心根据仲裁通知时其仲裁规则，在香港仲裁解决。仲裁员人数三人（3）名，仲裁语言为英文。仲裁裁决为终审决定并对双方具有约束力。

3. Language. This Agreement shall be written in Chinese and English. In case of inconsistency between the two language versions, the English version shall prevail.
语言。 本承诺以中文和英文书就。中文版和英文版不一致的，则以英文版为准。