

Supplier Terms and Conditions - Effective Date: March 15, 2025

These Supplier Terms and Conditions ("Agreement") are entered into between **ChinaTravel.One** Denmark ("ChinaTravel.One"), located at **Henrikshave 66, 2950 Vedbæk, Denmark**, and its **Supplier**. This Agreement governs the relationship between ChinaTravel.One and Supplier and is **governed by the laws of the People's Republic of China**. The relationship between **Supplier and a Customer** is governed by the **Supplier-Customer Contract**.

1. ChinaTravel.One Platform. ChinaTravel.One operates an online marketplace that allows Suppliers to sell travel services to Customers through the **ChinaTravel.One Platform**. As part of this Agreement:

- i. ChinaTravel.One acts as Supplier's **commercial agent** to facilitate transactions.
- ii. Customers can book Supplier's services via the ChinaTravel.One Platform.
- iii. Travel agencies and concierges may also purchase Supplier's services on behalf of their clients.

2. Supplier Onboarding and Account Management. Supplier may manage the Supplier Materials, including Product Offers, on the ChinaTravel.One Platform using the Supplier Portal.

2.1. Supplier Account. Supplier must provide and maintain the following information:

- i. Current business license and registration information,
- ii. Valid liability insurance and provide proof upon request,
- iii. Banking details for payouts,
- iv. Other relevant information as requested.

Supplier must keep this information up to date through the Supplier Portal.

2.2. Login Credentials.

- i. Supplier must secure login credentials and must not share them with third parties.
- ii. If credentials are compromised, Supplier must notify ChinaTravel.One immediately in writing.

The Supplier is liable for all activities conducted through its Supplier Account and must compensate ChinaTravel.One for any damages resulting from unauthorized account activities caused by the Supplier's failure to secure its Login Credentials.

3. Sale of Services on the ChinaTravel.One Platform.

3.1. Product Offers. Supplier must provide accurate details in each Product Offer, including:

- i. Suitability information (e.g., age limits, fitness level, required licenses)
- ii. Logistics (e.g., meeting points, time, duration, required equipment)
- iii. All critical details in the "Important Information" section

3.2. Availability. Supplier must keep the Product Offer, including Availability, up-to-date and accurate at all times. Failure to update may result in customer claims, for which Supplier is responsible.

3.3. Pricing and Fees.

- i. Supplier sets its own prices, which must include all taxes and fees.
- ii. Hidden fees are strictly prohibited. Supplier cannot request additional payments beyond the listed price.

3.4. Contract with Customers. When a Customer buys Services through the ChinaTravel.One Platform, they buy them directly from the Supplier.

- i. Customers contract directly with the Supplier.
- ii. ChinaTravel.One acts as a commercial agent to finalize the Supplier-Customer Contract.
- iii. ChinaTravel.One may reject bookings for fraud or compliance reasons.

3.5. Payment Collection and Processing.

- i. Customer payments are final once received by ChinaTravel.One.
- ii. ChinaTravel.One will remit funds to Supplier per Section 4.
- iii. Chargebacks: If a chargeback occurs before services are rendered, ChinaTravel.One will cancel the booking.

3.6. Cancellations and Refunds.

- i. During the Free Cancellation Period: Customers receive a full refund.
- ii. After the Free Cancellation Period: Cancellation policies apply unless extenuating circumstances exist.
- iii. Force Majeure: Customers can cancel and receive a refund if a Force Majeure event affects the travel destination.
- iv. Supplier Failures: If Supplier fails to deliver services, ChinaTravel.One may deduct additional costs for customer service expenses.

4. Payment.

4.1. Commission. Supplier pays ChinaTravel.One a 10% commission per completed booking.

4.2. Payment to Supplier. Supplier can choose to receive payments:

- i. Monthly (by the 5th business day)
- ii. Per booking (5 days after booking, subject to a 2% processing fee)

4.3. Taxes and Compliance.

- i. Supplier must comply with China's tax laws, including VAT reporting.
- ii. If ChinaTravel.One is required to collect taxes, Supplier will be notified.

5. Customer Relations and Communication.

5.1. Customer Interaction Rules. Supplier may not:

- i. Encourage Customers to book outside the ChinaTravel.One Platform.
- ii. Contact Customers for unrelated purposes.

5.2. Response Time Expectations. Supplier must respond to inquiries promptly:

- i. Within 48 hours for Services scheduled 7+ days in advance.
- ii. Within 24 hours for Services scheduled 2-7 days in advance.
- iii. Before service begins for Services scheduled less than 2 days in advance.

5.3. Refund Disputes.

- i. If Supplier does not respond to a Customer complaint within 3 business days, ChinaTravel.One may issue a refund on Supplier's behalf.
- ii. ChinaTravel.One may also provide alternative services and deduct costs from future payments.

6. Compliance and Legal Responsibilities. Supplier must comply with all applicable laws, including but not limited to consumer protection laws, licensing laws, and health and hygiene laws and regulations (including COVID-19 regulations), and other laws related to the Services or Supplier's business.

7. Marketing.

7.1. ChinaTravel.One's Role

- i. ChinaTravel.One will market Supplier's services at its discretion.
- ii. ChinaTravel.One may discount prices, but any discount is absorbed from ChinaTravel.One's commission.

7.2. Supplier Marketing Restrictions

- i. Supplier may not misrepresent that ChinaTravel.One endorses or guarantees services.
- ii. Supplier must not send unsolicited marketing messages to Customers.

8. Intellectual Property.

- i. ChinaTravel.One has a license to use Supplier Materials for marketing.
- ii. Supplier may not use ChinaTravel.One trademarks without permission.

9. Liability Limitations

- i. ChinaTravel.One is not liable for indirect damages.
- ii. Supplier assumes all risk for service delivery.
- iii. Force Majeure: Neither Party is responsible for delays due to unforeseen events.

10. Data Protection. Regarding Customer Personal Data, both ChinaTravel.One and Supplier act as independent data controllers. Customer Personal Data collected by ChinaTravel.One may only be transferred to Supplier to the extent necessary for the performance of the Services and with customer consent.

- i. Supplier must comply with China's PIPL regarding customer data.
- ii. Customer data may only be used to fulfill bookings.

11. Termination of Agreement.

- i. Either Party may terminate with 30 days' notice.
- ii. Immediate termination for material breaches.
- iii. Upon termination, all confirmed bookings must be honored or refunded.

13. Governing Law and Dispute Resolution

- i. This Agreement is governed by Chinese law.
- ii. Disputes shall be resolved through CIETAC arbitration in Beijing.

供应商条款与条件 - 生效日期: 2025 年 3 月 15 日

本《供应商条款与条件》（“协议”）由位于 丹麦亨里克沙夫 66 号，2950 韦德拜克的 **ChinaTravel.One Denmark**（“ChinaTravel.One”）与 供应商 共同订立。本协议受 中华人民共和国法律 管辖，并规范 ChinaTravel.One 与 供应商 之间的关系。供应商与客户 的关系由《供应商-客户合同》规范。

1. ChinaTravel.One 平台

ChinaTravel.One 运营在线市场，允许供应商通过 **ChinaTravel.One** 平台 向客户销售旅行服务。根据本协议：

- i. ChinaTravel.One 作为供应商的 商业代理 促成交易。
- ii. 客户可通过平台预订供应商服务。
- iii. 旅行社或礼宾公司可代其客户购买供应商服务。

2. 供应商入驻与账户管理

供应商可通过“供应商门户”管理平台上的供应商材料（包括产品报价）。

2.1 供应商账户： 供应商须提供并维护以下信息：

- i. 最新营业执照及注册信息；
- ii. 有效责任保险（按需提供证明）；
- iii. 收款银行账户；
- iv. 其他要求的相关信息。

供应商须通过门户及时更新信息。

2.2 登录凭证：

- i. 供应商须妥善保管凭证，不得与第三方共享；
- ii. 若凭证泄露，供应商须立即书面通知 ChinaTravel.One。

供应商对其账户活动全权负责，并须赔偿因未妥善保管凭证导致的损失。

3. 服务销售

3.1 产品报价： 供应商须确保报价信息准确，包括：

- i. 适用性（如年龄限制、体能要求、所需资质）；
- ii. 行程安排（如集合点、时间、时长、装备要求）；
- iii. “重要信息”栏的所有关键细节。

3.2 库存更新： 供应商须实时更新产品库存，否则须承担客户索赔责任。

3.3 定价与费用：

- i. 供应商自主定价（含全部税费）；
- ii. 严禁隐藏费用。

3.4 客户合同： 客户通过平台直接向供应商购买服务。

- i. 客户与供应商直接订立合同；
- ii. ChinaTravel.One 作为商业代理促成交易；
- iii. ChinaTravel.One 有权以合规或反欺诈为由拒绝订单。

3.5 收款与处理：

- i. 客户付款至平台后不可撤销；
- ii. 平台按第 4 条向供应商结算；
- iii. 若服务未履行时发生退单，平台将取消预订。

3.6 取消与退款：

- i. 免费取消期内：全额退款；
- ii. 免费期后：按政策处理（特殊情况除外）；
- iii. 不可抗力：目的地受影响时可退款；
- iv. 供应商过失：平台可扣除客户服务成本。

4. 支付

4.1 佣金： 每笔订单收取 10%佣金。

4.2 结算方式： 供应商可选：

- i. 月结（次月第 5 个工作日）；
- ii. 按单结算（预订后 5 天，收取 2%手续费）。

4.3 税务合规：

- i. 供应商须遵守中国税法（包括增值税申报）；
- ii. 若平台代扣税费，将通知供应商。

5. 客户沟通

5.1 互动规则： 供应商不得：

- i. 引导客户在平台外交易；
- ii. 联系客户进行无关推销。

5.2 响应时效：

- i. 7 天以上服务：48 小时内回复；
- ii. 2-7 天内服务：24 小时内回复；
- iii. 2 天内服务：服务开始前回复。

5.3 退款争议：

- i. 若供应商 3 个工作日内未回应投诉，平台可代退款；
- ii. 平台可提供替代服务并扣减费用。

6. 合规义务

供应商须遵守所有适用法律（包括消费者保护、资质许可、卫生法规及 COVID-19 规定）。

7. 营销

7.1 平台职责：

- i. 平台有权自主营销；
- ii. 折扣由平台佣金承担。

7.2 供应商限制：

- i. 不得宣称平台背书服务；
- ii. 禁止向客户发送垃圾信息。

8. 知识产权

- i. 平台有权使用供应商材料进行营销；
- ii. 供应商未经许可不得使用平台商标。

9. 责任限制

- i. 平台不承担间接损失；
- ii. 供应商承担服务交付风险；
- iii. 不可抗力（依《民法典》第 180 条）可免责。

10. 数据保护

双方为独立数据控制方。平台仅在履行服务所需且经客户同意时传输数据。

- i. 供应商须遵守《个人信息保护法》（PIPL）；
- ii. 客户数据仅用于履行订单。

11. 协议终止

- i. 任一方可提前 30 天通知终止;
- ii. 重大违约可立即终止;
- iii. 终止后须履行或退款所有订单。

13. 法律与争议解决

- i. 本协议受中国法律管辖;
- ii. 争议提交中国国际经济贸易仲裁委员会 (CIETAC) 北京仲裁。