

# 递爱福（DAF）账户服务系统用户服务协议

## DAF Account Service System User Agreement

（2019年12月10日理事会执行委员会审批通过，  
2021年7月20日理事会执行委员会予以修改和重述）

(Approved by the Executive Committee of the Board of Directors  
on December 10th, 2019,  
amended and restated by the Executive Committee of the Board of Directors  
on July 20th, 2021)

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本文件英文翻译已由母语为英文的人员审阅。

If you have any comments or suggestions on the content of this document, please send them to [general-office@DAF-charity.org.cn](mailto:general-office@DAF-charity.org.cn). We value your feedback and help in improving this document. The English translation has been reviewed by native English speakers.

## 重要提示

### Important Notes

《递爱福(DAF)账户服务系统用户服务协议》(以下简称“本协议”)是由深圳市递爱福公益基金会(以下简称“递爱福”或“本基金会”)与递爱福(DAF)账户服务系统的使用方(包括但不限于本基金会的内部管理人员、战略合作伙伴、被推荐的合格捐赠人、第三方捐赠人、合格捐赠人资格预审员、慈善账户持有人、慈善账户顾问、慈善账户督导员、慈善账户查阅人、慈善专家顾问、合格受赠组织等所有使用递爱福(DAF)账户服务系统的相关人员或组织,以下简称“用户”或“您”)就递爱福(DAF)账户服务系统所提供的慈善捐赠、投资、捐助等慈善账户服务相关事项所订立的有效合约。您通过网络页面点击确认或以其他方式选择接受本协议,即表示您与递爱福达成协议并同意接受本协议的全部内容。

The DAF Account Service System User Agreement (hereinafter the ‘Agreement’) is a valid contract concerning charitable account services related to contribution, investment, and granting provided by the DAF Account Service System (hereinafter the ‘System’), and is signed between the China DAF (Donor Advised Fund) Charity (hereinafter the ‘Charity’) and the users of the System. ‘Users’ refers to all relevant personnel or organizations that use the System, including but not limited to internal management staff of the Charity, Strategic Cooperation Partners, recommended qualified donors, third-party donors, donor qualification examiners, charitable account holders, charitable account advisors, charitable account reviewers, charitable account supervisors, philanthropic expert consultants, and qualified grantees (hereinafter the ‘user’ or ‘you’). By clicking “confirm” on the webpage or accepting the Agreement through other methods, you agree to enter into the Agreement with the Charity and agree to accept every provision of the Agreement.

在接受本协议之前,请您仔细阅读本协议的全部内容。如果您不同意本协议的任何内容,或者无法准确理解相关条款的内容,请停止后续操作。

**Please read the Agreement in its entirety carefully before accepting it. If you do not agree to any terms of the Agreement, or if you are unable to accurately**

**understand the content of the terms, please refrain from continuing with the follow-up steps.**

**递爱福在此特别提醒您:**

**The Charity would hereby like to remind you that:**

您在此确认, 若您计划向本基金会进行捐赠或成为本基金会的慈善账户持有人, 在您同意接受本协议并进行慈善捐赠或开设慈善账户前, 您已经被递爱福战略发展咨询委员会成员或本基金会工作人员推荐, 通过递爱福合格捐赠人资格审批, 并已经获得递爱福合格捐赠人的资格。

You hereby represent and warrant that if you intend to contribute to the Charity or to be a charitable account holder of the Charity, before you agree to the terms of the Agreement and open a charitable account, you have been recommended by members of the Strategic Development Advisory Committee or staff of the Charity and passed the qualification review and obtained the qualification as a qualified donor.

您在此确认, 您作为递爱福的合格捐赠人, 您成为递爱福合格捐赠人的信息获取的渠道为特定化来源, 且符合《中华人民共和国慈善法》第二十三条、第二十八条、第二十九条的规定, 即符合如下规定: (一) 您属于由递爱福战略发展咨询委员会成员 (包括递爱福战略合作伙伴以及按照《深圳市递爱福公益基金会关于专业人员担任合格捐赠人资格预审员、慈善账户督导员、慈善专家顾问入库管理办法》确定并公示的慈善专家顾问) 或递爱福基金会工作人员向递爱福直接推荐的合格捐赠人, 其中, 经由战略合作伙伴向递爱福直接推荐的特定对象仅限于依据《深圳市递爱福公益基金会捐赠说明书》确定的信用良好的特定机构或人员; (二) 您理解并同意, 递爱福接受的捐赠目的和捐赠款物用途为: ①在递爱福开设慈善账户, 并根据慈善账户顾问提出的投资建议或捐助建议, 按照递爱福的内部审核流程, 将慈善财产用于投资或捐助至合格受赠组织; ②向递爱福已有的慈善账户 (包括公共慈善账户) 捐赠, 由递爱福按照所确立的业务范围及递爱福的相关规则开展相应慈善活动; (三) 您确认, 您并非因战略发展咨询委员会成员或递爱福基金会工作人员采取或者变相采取公开募捐方式 (例如, ①在公共场所设置募捐箱, ②举办面向社会公众的义演、义赛、义卖、义展、义拍、慈善晚会

等，③通过广播、电视、报刊、互联网等媒体发布募捐信息，④其他公开募捐方式) 而获知成为递爱福合格捐赠人、向递爱福进行捐赠或开设慈善账户的信息。

You, as a qualified donor of the Charity, hereby confirm that the source of the information, which led you to become a qualified donor, is particularized and meets the requirements under Article 23, Article 28 and Article 29 of the *Charity Law of the People's Republic of China*, i.e., that you have complied with the following rules: (1) you are recommended directly by members of the Strategic Development Advisory Committee, including Strategic Cooperation Partners and philanthropic expert consultants determined and published based on the Administrative Measures for Admission of Professionals into the Databases of Donor Qualification Examiners, Charitable Account Supervisors, and Philanthropic Expert Consultants of the China DAF Charity (hereinafter the 'Administrative Measures for Admission of Professionals into the Databases'), or the staff of the Charity. If recommended by a Strategic Cooperation Partner, you are a particularized institution or person with good credit as determined under the Contribution Prospectus of the China DAF Charity (hereinafter the 'Contribution Prospectus'); (2) you understand and agree that the purpose of the contribution and the use of contributed assets will be: ① to open charitable accounts in the Charity and invest contributed assets or grant them to qualified grantees, based on the advice of the charitable account advisors on investment or granting, in compliance with the internal review procedure of the Charity; and ② to contribute to the existing charitable accounts of the Charity (including general charitable accounts), and conduct relevant charitable activities within the business scope of the Charity and following the relevant regulations of the Charity; (3) you confirm that you did not come to knowledge regarding how to become qualified donors of the Charity, contribute to the Charity, or open a charitable account through any method of public fundraising or disguised public fundraising adopted by members of the Strategic Development Advisory Committee or staff of the Charity, such as ① setting up a donation box in a public place; ② holding a charitable show, match, sale, exhibition, auction, gala, etc. targeting the public; ③ publishing fundraising information through public media such

as radio, television, newspapers, the Internet, etc.; ④ other methods of public fundraising.

您在此确认，在您开设慈善账户或使用递爱福（DAF）账户服务系统提供的其他服务时，您已审慎阅读、充分理解并完全接受本协议的全部内容，特别是其中所涉及的免除及限制递爱福责任的条款等。一旦您使用递爱福（DAF）账户服务系统提供的服务，即视为您已阅读并同意遵循本协议之所有约定、本协议涉及的相关规则以及将来不时增补、修改的相关条款和规则；如您不同意上述内容，则无权使用递爱福于本协议下所提供的服务，且递爱福也无法为您提供任何服务。

You hereby confirm that you have carefully read, fully understood, and accepted the Agreement in its entirety, in particular the provisions concerning the exemptions and restrictions of the Charity's obligations or liabilities when you open a charitable account or use other services provided by the System. Once you use the services provided by the System, you agree to comply with all terms of the Agreement, relevant rules related to the Agreement, and the relevant terms and rules that will be added to the Agreement or modified on occasion. If you do not agree to any of the above, you shall not be entitled to use the services provided by the Charity under the Agreement, and the Charity will be unable to provide any services for you.

您在此同意，在本协议履行过程中，递爱福可根据情况对本协议进行修改。一旦本协议的内容发生变动，递爱福将通过“递爱福官方网站”（网址：[www.daf-charity.org.cn](http://www.daf-charity.org.cn)）、“递爱福 app 客户端”、“递爱福微信公众号”等平台公布最新的协议，不再向您作个别通知。递爱福通过以上平台发布信息后，即视为通知到达（若各平台的信息发布时间不一致，则以“递爱福官方网站”的信息公布时间为准）。如果您不同意递爱福对本协议所做的修改，您应当立即停止使用递爱福（DAF）账户服务系统提供的全部服务，否则您应自行承担相应行为的法律责任；如果您继续使用递爱福（DAF）账户服务系统提供的任何服务，则视为您接受递爱福对本协议所做的修改，并应遵照修改后的协议执行。

You hereby agree that during the period of performance of the Agreement, the Charity may, on occasion, modify the Agreement based on the circumstances. Once the Agreement has been changed, the Charity will publish the latest version of the

Agreement on its official website ([www.daf-charity.org.cn](http://www.daf-charity.org.cn)), mobile apps, WeChat Official Account, and other platforms without notifying you individually. You shall be deemed properly notified as soon as the Charity releases the information through the aforementioned platforms. If the information release time of each platform is inconsistent, the release time on the Charity's official website shall prevail. If you do not agree to any modifications to the Agreement, you shall immediately stop using all services provided by the System, otherwise you shall bear the legal responsibilities and liabilities for corresponding actions. If you continue to use any of the services provided by the System, you are deemed to have accepted the modifications made to the Agreement by the Charity and shall comply with the modified Agreement.

不具备或不同意前述条件的，您应立即停止使用递爱福（DAF）账户服务系统提供的相关服务。

If you are not qualified under or disagree with the aforementioned requirements, you shall immediately stop using the services provided by the System.

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## 1 递爱福 (DAF) 账户服务系统的简要介绍

### Brief Introduction to the System

1.1 为实现本基金会对开展的慈善活动进行账户化、流程化、系统化管理，本基金会发起方之一深圳中顺易金融服务有限公司(以下简称“中顺易”)开发“递爱福 (DAF) 账户服务系统”作为本基金的主要业务及管理系统。“递爱福 (DAF) 账户服务系统 (第一期至第三期)”经软件测评机构验收合格，中顺易已将“递爱福 (DAF) 账户服务系统” (第一期至第三期) 捐赠至本基金会。

In order for the Charity to manage charitable activities through different accounts and processes systematically, Shenzhen CSN Financial Services Co., Ltd (hereinafter ‘CSN’), one of the co-founding parties of the Charity, develops the System as the Charity’s main business management system. After the System (Phase I to Phase III) is put into operation and receives acceptance from the software evaluation agency, CSN has contributed it to the Charity.

1.2 关于递爱福 (DAF) 账户服务系统的功能介绍、使用说明等内容请参阅《深圳市递爱福公益基金会捐赠说明书》。

Please refer to the Contribution Prospectus for detailed information regarding instructions of the System.

## 2 慈善账户的开设

### Opening Charitable Accounts

2.1 慈善账户持有人完成对慈善账户的命名且该拟定的慈善账户名称通过递爱福 (DAF) 账户服务系统的敏感词自动检测，该慈善账户即可成功开设，但此时慈善账户的部分功能受到限制。只有当慈善账户持有人指定的慈善账户顾问 (慈善账户持有人指定本人或本机构/组织为慈善账户顾问的情形除外)、慈善账户持有人提名的慈善账户督导员 (如须) 均通过本基金会捐赠管理部门的统一审核后，该慈善账户始得被激活，其全部功能始得恢复。

After the charitable account holder names the charitable account, and the

proposed name has passed the System's automatic sensitive word detection, the charitable account can be opened successfully, although its function is limited at this time. The charitable account is activated, and all its functions are available without limitation only when the appointment of the charitable account advisor (in case the charitable account holder does not appoint themselves) and the nomination of the charitable account supervisor (if required) have been reviewed and approved by the Contribution Management Department.

**2.2 一人多户：**考虑到不同的慈善账户具有不同的功能定位，因此，同一个人（指慈善账户持有人，包括自然人、法人和非法人组织），在符合申请条件的前提下，可以申请设立五个慈善账户。如果五个慈善账户已经全部开立完毕且该慈善账户持有人需要申请设立超过五个慈善账户，该慈善账户持有人有权向本基金会捐赠管理部门提出申请，经捐赠管理部门批准后，慈善账户持有人可被添加至“慈善账户持有人白名单”中，该慈善账户持有人即可开设五个以上的慈善账户。

**One person with several accounts:** Considering the different functions of different charitable accounts, one person (the charitable account holder, including a natural person, a legal person, or an unincorporated organization) may, under the precondition of satisfying all conditions of application, apply to open up to five charitable accounts. If the charitable account holder has opened five charitable accounts and intends to open more than five, they shall submit an application to the Contribution Management Department. After the Contribution Management Department approves such application and includes this charitable account holder into a 'white list of charitable account holders', they are entitled to open more than five charitable accounts.

**2.3 一户多人：**如果多位自然人、法人或非法人组织等希望申请设立同一个慈善账户，则仍需要确立一位申请人进行申请，由该申请人作为该慈善账户的慈善账户持有人，其他申请人可以作为该慈善账户的第三方捐赠人，该慈善账户持有人应当按照本基金会制定的规则，对所开设的慈善

账户进行命名并指定一名符合条件的自然人、法人或非法人组织担任慈善账户顾问、提名一至三名符合条件的人员作为慈善账户督导员(如须)、以及指定一至三名符合条件的自然人或一至三间法人或非法人组织担任慈善账户查阅人(如须)。

**One account for several persons:** If more than one natural person, legal person, or unincorporated organization intends to open a charitable account together, one applicant shall still be appointed to make the application, who shall act as the charitable account holder. Other applicants may act as third-party donors of the charitable account once opened. In accordance with the rules of the Charity, the charitable account holder shall appoint a qualified natural person, legal person, or unincorporated organization as the charitable account advisor, nominate one to three qualified persons as charitable account supervisors (if needed), and designate one to three qualified natural persons, legal persons, or unincorporated organizations as charitable account reviewers (if needed).

### 3 慈善账户的服务内容

#### Services Through Charitable Accounts

**3.1** 慈善账户是递爱福向您提供捐赠、投资、捐助等服务的账户。递爱福通过递爱福(DAF)账户服务系统向您提供慈善账户业务服务、慈善账户管理服务、合同管理服务、信息流传递等服务内容,详情以《深圳市递爱福公益基金会捐赠说明书》《深圳市递爱福公益基金会捐赠、投资、捐助指引》及其他相关文件对递爱福(DAF)账户服务系统提供的服务内容之规定为准。

A charitable account is an account through which the Charity provides you with contribution, investment, and granting services. Through the System, the Charity will provide you with services in relation to charitable account businesses, charitable account management, contract management, transmission of information, etc. For details on the contents of the services

provided by the System, please refer to the Contribution Prospectus, the Contribution, Investment, and Granting Guidelines of the China DAF Charity (hereinafter the ‘Guidelines’), and other relevant documents of the Charity.

### 3.2 递爱福（DAF）账户服务系统将为您提供以下慈善账户业务服务：

The System will provide you with the following services in relation to charitable account businesses:

递爱福以管家精神“服务捐赠人”为主要的业务定位，以“百年慈善、永续传承”为战略目标，本着透明化、专业化、国际化、共享化的运营原则，通过递爱福（DAF）账户服务系统，向您提供账户化、流程化、系统化的服务，主要分为下述四个层面：

The Charity provides services for you in a streamlined and systemized manner, with the business positioning of ‘serving donors’ with the ‘spirit of stewardship’, and the strategic purpose of ‘Enduring Philanthropy, Unfading Legacy’. Under the operational principles of transparency, professionalism, internationalism, and mutualization of resources, the Charity mainly provides the following four levels of service for you:

- (1) **与捐赠相关的服务：**由战略发展咨询委员会成员或本基金工作人员向本基金推荐合格捐赠人，积极引导合格捐赠人在线开设慈善账户。

**Services related to contributions:** Members of the Strategic Development Advisory Committee or staff of the Charity recommend qualified donors to the Charity and actively guide qualified donors in opening their charitable accounts.

- (2) **与投资相关的服务：**在捐助给合格受赠组织之前，本基金应遵循合法、安全、有效的原则，在本基金相关投资指引的基础上，根据慈善账户顾问的投资建议，对捐赠财产进行保值、增值投资管理。

**Services related to investment:** Before the contributed assets are granted to qualified grantees, and based on the advice of the charitable account advisors as well as the investment guidelines of the Charity, the Charity will invest and manage contributed assets under the general principles of legality, safety, and efficiency in order to preserve or increase the value of the contributed assets.

- (3) **与捐助相关的服务:** 在慈善账户持有人设立慈善账户的基础上, 根据慈善账户顾问的捐助建议, 本基金会可将相应捐赠财产捐助给合格受赠组织。

**Services related to granting:** After the opening of charitable accounts, the Charity may grant contributed assets in the corresponding charitable accounts to qualified grantees based on the advice of the charitable account advisors.

- (4) **捐助后的服务:** 本基金会将积极推动“公益项目信息管理服务平台”及“合格受赠组织监督管理服务机构库”的建立, 对合格受赠组织捐赠财产的使用进行合法、合规的监督管理及透明化的信息披露。

**Services related to post-grant supervision:** The Charity will actively promote the establishment of the Public Welfare Project Information Management Service Platform and the database of qualified grantees' supervisory institutions, in order to supervise the legitimacy and compliance of the use of assets contributed by qualified grantees and to provide transparent disclosure of information.

### 3.3 递爱福 (DAF) 账户服务系统将为您提供以下合同管理服务:

The System will provide you with the following services in relation to contract management:

- 3.3.1** 在递爱福 (DAF) 账户服务系统进行捐赠、投资、捐助等相关操作时, 为便于递爱福与相关方高效、便捷地签署各类协议, 弥补冒名代签、私刻公章、协议篡改等风险漏洞, 待递爱福的电子签约系统

成就时，您有权选择以电子签署的方式签署相关协议。您登录递爱福（DAF）账户服务系统后，根据递爱福的相关规则，通过点击确认或类似方式签署的电子合同，即视为出于您本人真实意愿并以您本人名义签署的合同，具有法律效力。您通过前述方式订立的电子合同对合同各方具有法律约束力，您不得以您账户密码等账户信息被盗用或其他理由否认已订立的合同的效力或不按照该等合同履行相关义务。

When making contributions, investments, and grants through the System, in order to facilitate an efficient and convenient signing of various agreements between the Charity and relevant parties, and to mitigate risks and close loopholes, such as impersonation, private seals and tampering, you will have the right to choose the method of electronic signing when an electronic signing system is established. After you log in to the System, in accordance with the relevant rules of the Charity, the electronic contract you sign by clicking on the “confirm” button, or through other similar methods, shall be deemed as a contract with legal effect that you sign in your name according to your own true intention. The electronic contract you sign in the aforementioned methods is legally binding on the parties of the contracts. You shall not assert that the password or other information of your account has been stolen as an excuse to rescind the contract or not to perform the obligations under the contract.

**3.3.2** 您根据本协议以及递爱福的相关规则签署电子合同后，不得擅自修改该合同。电子合同存储在递爱福（DAF）账户服务系统，由递爱福（DAF）账户服务系统将电子合同发送给您。递爱福向您提供电子合同的备案、查看、核对服务，如对电子合同真伪或电子合同的内容有任何疑问，您可通过递爱福（DAF）账户服务系统进行核对。

You shall not modify the electronic contract without authorization after you sign it in accordance with the Agreement and relevant rules of the

Charity. The electronic contracts are stored in the System and will be sent to you by the System. The Charity will provide you with contract record, review, and verification services. If you have any questions regarding the authenticity of the electronic contracts or any contents thereof, you may verify them through the System.

**3.3.3** 您不得私自仿制、伪造在递爱福（DAF）账户服务系统上签订的电子合同或印章，不得用伪造的合同进行招摇撞骗或进行其他非法目的使用，否则由您自行承担民事及刑事责任。

You shall not make unauthorized duplicates or forge the signed electronic contracts or seals in the System. You shall not use forged contracts for cheating or other illegal purposes. Otherwise, you shall bear all civil and criminal liabilities accordingly.

**3.4** 递爱福（DAF）账户服务系统将为您提供以下慈善账户管理服务：

The System will provide you with the following services in relation to charitable account management:

**3.4.1 支付：**您知晓并在此同意，递爱福本身并不直接提供支付服务。鉴于递爱福与中顺易之间签署了相关协议，中顺易在协议有效期内许可递爱福使用中顺易信账宝账户服务系统对递爱福（DAF）账户服务系统的相关支持模块，递爱福（DAF）账户服务系统的部分服务内容需要您根据中顺易信账宝账户服务系统要求，在支付环节完成实名认证（包括但不限于身份认证及银行卡认证），否则将无法使用完整的慈善账户功能。因未完成实名认证而无法享受慈善账户服务造成的损失，递爱福不承担任何责任。在递爱福（DAF）账户服务系统运行初期，为便于递爱福对自然人合格捐赠人的特定化来源进行记录与审查，并对自然人合格捐赠人信息进行实名认证，自然人合格捐赠人须使用本人实名认证的银行卡完成捐赠款项的支付流程。待递爱福（DAF）账户服务系统成熟运行后，将提供更多类型的支付方式（例如：微信支付等）。



**Payment:** You acknowledge and hereby agree that the Charity itself does not directly provide payment services. Since there are agreements between the Charity and CSN, CSN authorizes the Charity to use the supporting modules in the XinPal Account System within the terms of the agreements. Part of the services in the System requires you to complete real identity authentication (including, but not limited to identity verification and bank card verification) in the payment process according to the requirements of the XinPal Account Service System of CSN. Otherwise, you shall not be able to use all the functions of the charitable account. The Charity will not assume any responsibility for any loss caused by your failure to utilize all the charitable account services following failure to complete the real identity authentication. In the primary stage of the System, in order for the Charity to record and review the particularized source of donors and conduct the authentication of personal information of individual qualified donors, such donors shall complete the payment for contribution via their own verified bank cards. When the System enters the maturity stage, the Charity will provide donors with more payment methods, such as WeChat Pay.

**3.4.2 查询:** 递爱福 (DAF) 账户服务系统将显示慈善账户的信息、慈善账户相关方的信息、慈善账户相应的捐赠记录、投资记录、捐助记录、账户互转记录等信息, 您可以通过递爱福 (DAF) 账户服务系统实时查询慈善账户及其名下的捐赠、投资、捐助、账户互转记录等内容。

**Inquiry:** You may view the records of contributions, investments, grants, and transfers under your charitable account in real time through the System. The information about a charitable account, relevant parties of the account, contribution records, investment records, granting records, transfer records, and other information will be shown in the System.

**3.5** 您了解，上述捐赠财产的移转（包括货币类捐赠财产的支持、非货币类捐赠财产的实际交付等）及查询服务涉及递爱福与银行、投资管理机构、商家（户）等各方的合作。您在此同意：(a) 受银行、投资管理机构、商家（户）等第三方仅在工作日进行资金代扣及划转的现状等各种原因所限，递爱福会尽力协调各方缩短到账时间，但不对前述服务的资金到账时间做任何承诺，也不承担与此相关的责任，包括但不限于由此产生的利息、货币贬值等损失；(b) 一旦您使用前述服务，即表示您不可撤销地授权递爱福进行相关操作，且该等操作是不可逆转的，您不能以任何理由拒绝付款或要求取消；(c) 递爱福对您在递爱福（DAF）账户服务系统上的所有操作进行记录，不论该操作之目的最终是否实现。

You understand that the transfer of the aforementioned contributed assets (including the payment of monetary assets, the actual delivery of non-monetary contributed assets, etc.) and inquiry services require cooperation between the Charity and banks, investment management organizations, vendors, etc. You hereby agree that: (a) due to the fact that banks, investment management organizations, vendors and other third parties only withhold and transfer funds on working days and within other limitations, the Charity will try its best to coordinate with all parties to reduce the time it takes to transfer funds, but the Charity does not guarantee the actual amount of time it takes to transfer funds in relation to the aforementioned services, nor will it bear any related responsibilities for the loss incurred thereby, including but not limited to the loss in interests, currency devaluation, etc.; (b) once you use the aforementioned services, it means that you irrevocably authorize the Charity to perform relevant operations, which are irreversible. You shall not refuse to pay or request cancellation for any reason; (c) the Charity shall record all of your operations in the System, regardless of whether the purpose of the operation is ultimately achieved or not.

**3.6** 您应直接使用本基金会官方网站或是本基金会发出的电子邮件中内含的相关链接登录递爱福（DAF）账户服务系统。

You shall log in to the System either through the Charity's official website or through links contained in emails sent by the Charity.

- 3.7** 如有任何疑义或需求，您可以拨打递爱福官方网站提供的客服电话寻求帮助与解答。

If you have any doubts or needs, please call the customer service number provided on the official website of the Charity.

- 3.8** 您在此同意，递爱福有权在提供服务过程中以各种方式投放各种公益性广告或其他任何类型的公益信息（包括但不限于在递爱福（DAF）账户服务系统的任何页面上投放公益广告）；您同意接受递爱福通过递爱福（DAF）账户服务系统、电子邮件或其他方式向您发送相关公益信息。

You hereby agree that the Charity has the right to place public interest advertisements or any other types of public interest information through various methods (including but not limited to placing public interest advertisements on the webpages of the System) when providing you with services. You agree to receive relevant public interest information sent by the Charity through the System, e-mails, or by other means.

- 3.9** 您可以通过电脑终端以网页形式使用递爱福（DAF）账户服务系统，具体以递爱福的提供为准。同时，递爱福会不断丰富您使用递爱福（DAF）账户服务系统的终端、形式等。当您使用递爱福（DAF）账户服务系统时，您应选择与您的终端、系统等相匹配的软件版本，否则，您可能无法正常使用递爱福（DAF）账户服务系统。

You can use the System on webpages in computers, and methods of accessing the System are determined by the Charity. Meanwhile, the Charity will diversify the means and devices of using the System on occasion. Note that you shall select the version of software that matches your device and its system, otherwise you might be unable to use the System normally.

### **3.10除外责任**

#### **Exemption Clause**

**3.10.1** 在任何情况下，对于您使用递爱福（DAF）账户服务系统服务过程中涉及由第三方提供相关服务的责任应当由该第三方承担，递爱福不承担该等责任。递爱福不承担责任的情形包括但不限于如下：

In any case, responsibilities and liabilities arising from services provided by a third party in the course of your use of the System shall be borne by the third party alone, and the Charity shall not bear any responsibilities or liabilities for such services. The circumstances in which the Charity shall be exempted from responsibilities and liabilities for services offered include, but are not limited to:

(1) 因银行、投资管理机构及商家（户）等第三方未按照您和/或递爱福指令进行操作引起的任何损失或责任；

Any loss or liability caused by a third party, such as a bank, an investment management organization, or a vendor, for failing to operate in accordance with your and/or the Charity's instructions;

(2) 因银行、投资管理机构及商家（户）等第三方原因导致资金未能及时到账或未能到账引起的任何损失或责任；

Any loss or liability caused by a third party, such as a bank, an investment management organization or a vendor, for failing to transfer funds or do so in a timely manner;

(3) 因银行、投资管理机构及商家（户）等第三方对交易限额或次数等方面的限制而引起的任何损失或责任；

Any loss or liability caused by a third party, such as a bank, an investment management organization or a vendor, resulting from the setting of restrictions on the amount or frequency of transactions;

(4) 因第三方的其他行为或原因导致的任何损失或责任。

Any loss or liability resulting from other acts or causes attributable to any third parties.

**3.10.2** 因您自身的原因导致的任何损失或责任，由您自行负责，递爱福不承担责任。递爱福不承担责任的情形包括但不限于：

Any loss or liability caused by yourself shall be borne by you alone, and the Charity shall not be held responsible. The circumstances in which the Charity shall be exempt from responsibilities and liabilities include, but are not limited to:

(1) 您未按照本协议或递爱福（DAF）账户服务系统不时公布的任何规则进行操作或您存在其他不当操作行为导致的任何损失或责任；

Any loss or liability caused by your improper operations or failure to operate in accordance with the Agreement or any rules published in the System on occasion;

(2) 因您使用的银行卡的原因导致的损失或责任，包括您使用未经认证的银行卡或使用非您本人的银行卡，您的银行卡被冻结、挂失等导致的任何损失或责任；

Any loss or liability caused by the bank card you use, including using an unverified bank card, not using your own bank card, or your bank card account being frozen, lost, etc.;

(3) 您向递爱福（DAF）账户服务系统发送的指令信息不明确、或存在歧义、不完整等导致的任何损失或责任；

Any loss or liability caused by unclear, ambiguous or incomplete instructions that you send to the System;

(4) 您的慈善账户因账户余额不符合递爱福规定而导致的任何损失或责任；

Any loss or liability caused by insufficient balance in your charitable account;

(5) 其他因您原因导致的任何损失或责任。

Any loss or liability otherwise caused by you.

#### 4 慈善账户的服务费用

##### Fees for Charitable Account Services

4.1 合格捐赠人在使用慈善账户服务过程中（如支付货币类捐赠财产等）可能需要向第三方（如银行等）支付一定的费用，具体收费标准详见第三方网站相关页面或递爱福（DAF）账户服务系统的相关提示。

Qualified donors may need to pay certain fees to third parties (such as banks) in the course of using charitable account services (such as payment of monetary assets, etc.). Specific charging rates are detailed on the relevant pages of third parties' websites or in reminders provided by the System.

4.2 本基金会将详细论证慈善账户的收费方案，建立财务模型。在使用慈善账户服务过程中，相关方应缴纳的管理费、服务费等相关费用的收费标准、收费方式等，将在《深圳市递爱福公益基金会收费管理办法》中予以详细规定。

The Charity will discuss and work out the charging plan for charitable accounts and establish a financial model. The rates and the means of fee collection regarding the management fee, service fee, and other fees during the use of charitable account services will be specified in the Management Measures on Fees and Expenses of the China DAF Charity.

4.3 本基金会保留修订及调整收费方式及收费标准之权利。

The Charity reserves the right to amend and adjust the fee rates and the means of fee collection.

#### 5 递爱福（DAF）账户服务系统的安全及管理

##### Safety and Management of the System

5.1 为了方便对海内外用户进行身份验证，参照国际惯例，战略发展咨询委员会成员或本基金会工作人员在向本基金会直接推荐您作为合格捐赠人

时必须填写可以使您接收到邮件的、正确的电子邮箱地址。您的用户邮箱及密码是您登录及使用递爱福（DAF）账户服务系统的唯一凭证。用户应当做好账户、密码的保密措施。用户保证对用户本人或本机构/组织、用户授权或指定人员使用账户和密码的行为承担全部责任。

In order to facilitate the identity authentication of domestic and overseas users, taking reference from international practice, members of the Strategic Development Advisory Committee or staff of the Charity who directly recommend you to be a qualified donor of the Charity shall fill in a correct email address which is capable of receiving mail for you. Your email address and password are the only credentials for you to log in and use the System. You shall keep your email address and passcode confidential. You are responsible for all consequences that occur when you or people designated by you use your account and password.

- 5.2** 您使用您设置的用户邮箱及密码，即可登录递爱福（DAF）账户服务系统，并进入慈善账户相关方登录界面、专业人员登录界面、战略合作伙伴登录界面、合格受赠组织登录界面及您有权访问的递爱福（DAF）账户服务系统提供的其他界面，进而使用递爱福（DAF）账户服务系统提供的各项服务（包括但不限于捐赠、投资、捐助等服务）。

You may use your email address and the password you set to log in to the System. You have access to the corresponding login pages of relevant parties of charitable accounts, professionals, Strategic Cooperation Partners, or qualified grantees, and other webpages available through which you may enjoy the services provided by the System (including, but not limited to services in relation to contribution, investment, and granting).

- 5.3** 您了解并同意，确保登录账户的用户邮箱及密码的机密安全是您本人的责任。对利用账户信息及密码所进行的一切行为，您将负完全的义务和责任，并同意以下事项：

You understand and agree that it is your own responsibility to ensure the confidentiality of your email address and password. You shall be solely

responsible for all of your actions in relation to the use of any information of the charitable account and password. In addition, you further agree to the following:

- (1) 您应根据递爱福 (DAF) 账户服务系统的相关规则及提示创建一个安全密码, 应避免选择过于明显的单词或日期, 比如本人的姓名、昵称或者生日等, 应避免使用与个人电子邮箱、银行卡、手机等相同的密码。

You shall create a secure password according to the rules and instructions provided by the System. When setting the password, you shall avoid words or dates that are too obvious, such as your name, nickname or birthday, and you shall avoid using the same password as your personal emails, bank cards, mobile phones, etc.

- (2) 您确认, 在您登录递爱福 (DAF) 账户服务系统后进行的一切操作行为均为您本人或您授权或指定人员的操作, 递爱福视其为有效的真实意思表示。递爱福 (DAF) 账户服务系统为相关操作生成的电子信息记录均为您本人或您授权或指定人员行为的有效凭据。

You confirm that every operation in the System conducted after your login shall be regarded as your own operation or the operation of the person you authorized or designated, and as a valid expression of your true intention. The records in electronic format generated in the System, in relation to the operation, are valid proof of the behaviors of you or the person you authorized or designated.

- (3) 冒用他人账户及密码的, 递爱福及其合法授权主体保留追究实际使用人连带责任的权利。

The Charity and its legally authorized personnel reserve the right to pursue joint liabilities with the actual user in the event of unauthorized use of other people's accounts and passwords.



(4) 因您保密措施不当或用户的其他行为，致使上述账户、密码等丢失或泄漏所引起的一切损失和后果，均由用户自行承担。

All losses and consequences caused by the loss or leakage of the password due to your improper confidentiality measures or other behaviors shall be borne solely by you.

**5.4** 您如发现有第三人冒用或盗用您的账户及登录密码，或存在其他未经合法授权的情形，应立即通过递爱福（DAF）账户服务系统提供的有效方式通知递爱福（包括但不限于提供用户的真实身份信息和相关身份资料、相关事实情况及用户的要求等），要求递爱福冻结相关服务，否则由此产生的一切责任由您承担。递爱福收到用户的有效请求并核实身份后，会根据不同情况采取相应措施。若您提供的信息不完整，导致递爱福无法核实用户的身份或递爱福无法判断用户的需求等，而致使递爱福无法进行及时处理，给您带来的损失，您应自行承担。同时，您应当理解递爱福对您的请求采取行动需要合理时间，在此之前，如因第三人冒用或盗用账户及登录密码，或其他未经合法授权的情形（如提出投资建议、提出捐助建议等），该操作行为将视为您的行为。您不得以您的账户密码等账户信息被冒用、盗用或其他理由否认您应当履行的相关义务。递爱福对第三人使用该服务所导致的损失不承担任何责任。

If you discover that a third person has used your charitable account and password by theft or fraud, or used them without authority, you shall immediately notify the Charity through the effective means of contact provided by the System (including, but not limited to providing your identity information, relevant facts, and your requests) and ask the Charity to freeze the relevant services. Otherwise, you shall bear all responsibilities and liabilities arising therefrom. The Charity will take different measures based on different circumstances after it receives your requests and verifies your identity. If the information provided by you is incomplete and prevents the Charity from verifying your identity or ensuring your requests, you shall bear all responsibilities and liabilities arising therefrom. Meanwhile, you shall

understand that it takes a certain amount of time for the Charity to handle your requests. Therefore, prior to this, if a third party uses your account and password by theft, fraud, or in other scenarios where their action is unauthorized (e.g. to advise an investment or to advise a grant), it will be deemed as your own action, and you shall not avoid any responsibilities thereof with the excuse of account information being stolen or misappropriated. The Charity will not assume any responsibility for any loss caused by third party's misuse of services.

- 5.5** 慈善账户持有人决定不再使用慈善账户时，可自行或通过慈善账户顾问申请冻结该慈善账户。申请冻结慈善账户的行为，将视为授权本基金会从慈善账户中扣除所有应付款项（包括但不限于服务费、管理费等）。针对扣除应付款项后的剩余慈善财产，慈善账户顾问可提出对外捐助、账户互转至其他合格捐赠人开设的慈善账户或递爱福公共慈善账户的建议，经本基金会审核同意后可正式冻结慈善账户。该慈善账户被冻结时，应当通知该慈善账户相关方。

When a charitable account holder decides not to use a charitable account anymore, they can apply to freeze it by themselves or through charitable account advisors. The act of applying to freeze a charitable account would be regarded as also authorizing the Charity to deduct all amounts payable (including but not limited to service fees, management fees, among others.) from the charitable account. Following this, they can advise on granting the remaining assets or transferring them to the charitable accounts opened by other qualified donors or general charitable accounts. The charitable account will be officially frozen after the review and approval of the Charity. Relevant parties of the charitable account shall be informed of the freeze of the corresponding account.

- 5.6** 慈善账户持有人可以指定三名不同顺位的承继人的候选人，在自然人慈善账户持有人死亡或丧失民事行为能力、法人或非法人组织慈善账户持有人被依法终止、注销或不再存续时，根据《深圳市递爱福公益基金会

捐赠说明书》《深圳市递爱福公益基金会捐赠、投资、捐助指引》等相关文件的要求，经本基金会审核批准后，由符合条件的一名承继人担任该慈善账户的持有人。自然人慈善账户持有人死亡或丧失民事行为能力且未约定承继人；法人/非法人组织慈善账户持有人被依法终止、注销或不再存续且未约定承继人或承继人的候选人均未通过审核时，该慈善账户将被冻结。该慈善账户被冻结时，应当通知该慈善账户相关方。

The charitable account holder may appoint three candidates as successors on different ranks of priority. If the individual charitable account holder has died or has lost the capacity for civil acts, or the legal person or unincorporated organization as charitable account holder has been legally terminated, cancelled, or is no longer in existence, the qualified successor will serve as the new charitable account holder with the review and approval of the Charity, in accordance with the Contribution Prospectus, the Guidelines, and other relevant documents. If the individual charitable account holder, who did not designate successor, has died or has lost the capacity for civil acts; or a legal person or unincorporated organization as a charitable account holder, which did not designate successor or whose successor candidates fail to pass the review, has been legally terminated, cancelled, or is no longer in existence, the charitable account shall be frozen. Relevant parties of the charitable account shall be informed of the freeze of the corresponding account.

- 5.7** 递爱福有权基于独立判断，在认为可能发生危害交易安全等情形时，不经通知而先行暂停、冻结、中断或终止向您提供本协议项下的全部或部分递爱福（DAF）账户服务系统的服务（包括收费服务），且无需对您或任何第三方承担任何责任。前述情形包括但不限于：

The Charity has the right to suspend, freeze, interrupt, or terminate all or part of the services provided for you under the Agreement (including paid services) without prior notification when the Charity believes, based on independent judgment, that certain events may occur that endanger the safety of transactions. The Charity is not liable to you or any third parties for any

consequences of such actions. The events mentioned above include but are not limited to:

- (1) 递爱福认为您提供的个人资料不具有真实性、有效性或完整性(如递爱福对用户提供的信息存在任何疑问时, 有权发出通知要求用户做出解释、改正);

The Charity believes that the personal information you provide is not true, authentic, valid or complete. (If there is any doubt about the information provided by the user, the Charity has the right to issue a notice to require the user to explain or correct the information.);

- (2) 递爱福发现异常交易或有疑义、或有违法之虞时(递爱福有权根据监管部门和公安部门的规定, 随时调整异常交易的定义);

The Charity discovers an abnormal transaction, or suspects or discovers a violation of the law (The Charity has the authority to adjust the definition of ‘abnormal transactions’ at any time according to the regulations of the regulatory authorities and the public security authorities.);

- (3) 递爱福认为您涉嫌洗钱、非法套现、传销、被冒用等情形;

The Charity suspects you of money laundering, illegally cashing in, pyramid schemes, or that your identity has been fraudulently used, etc.;

- (4) 递爱福认为您已经违反本协议或递爱福其他相关文件中的有关规定;

The Charity believes that you have violated any of the various rules stipulated in the Agreement or other documents of the Charity.

- (5) 您在使用递爱福(DAF)账户服务系统收费服务时未按规定向递爱福支付相应的服务费用;

When you use any services of the System that require a charge, you do not pay the corresponding fees to the Charity according to the requirement;

- (6) 基于交易安全等原因,递爱福根据其独立判断需先行暂停、冻结、中断或终止向您提供本协议项下的全部或部分递爱福(DAF)账户服务系统的服务(包括收费服务),并将注册资料移除或删除的其他情形。

Other events that make the Charity believe, based on independent judgment, that the Charity needs to suspend, freeze, interrupt, or terminate all or part of the services provided for you under the Agreement (including paid services), and remove or delete your registration information in order to ensure transaction security.

- 5.8** 递爱福发现或收到他人举报用户存在违反本协议规定或相关法律法规、政策的,有权向用户核实有关情况、限制用户活动、发出警告通知以及终止向该用户提供服务。

If the Charity finds out or receives reports from others that you breached the Agreement, laws, or regulations, it has the right to verify the facts with you, restrict your online activities, send out a warning, and also stop providing you with services.

- 5.9** 您同意,递爱福(DAF)账户服务系统的暂停、中断或终止不代表您责任的终止,您仍应对使用递爱福(DAF)账户服务系统服务期间的行为承担可能的违约或损害赔偿责任,同时递爱福仍可保有您的相关信息。

You agree that the suspension, interruption, or termination of the service of the System does not mean the termination of your responsibility or liability. You shall still be liable for possible breach of the Agreement or damages arising from the use of services from the System. Concurrently, the Charity may still retain your personal information.

**5.10** 您同意并承诺，不会利用递爱福（DAF）账户服务系统从事任何非法的或违反本协议目的或者侵犯第三方权益的行为，否则递爱福有权立即单方面终止提供相关服务，并不承担任何责任。如果因用户行为给递爱福造成损失的，用户应承担全部赔偿责任。

You agree and warrant not to utilize the System in any illegal activities or activities that are against the purposes of the Agreement, or to infringe upon the rights of any third parties. Otherwise, the Charity has the right to terminate all relevant services without liability. You shall bear all liabilities if you cause any damage to the Charity.

## 6 用户的权利义务

### **Rights and Obligations of Users**

用户的具体权利义务，由《深圳市递爱福公益基金会捐赠说明书》（详见附件一）、《深圳市递爱福公益基金会捐赠、投资、捐助指引》（详见附件二）及《深圳市递爱福公益基金会关于专业人员担任合格捐赠人资格预审员、慈善账户督导员、慈善专家顾问入库管理办法》（详见附件三）等相关文件予以详细规定。

The specific rights and obligations of the user are stipulated in the Contribution Prospectus (please refer to Appendix One for details), the Guidelines (please refer to Appendix Two for details), the Administrative Measures for Admission of Professionals into the Databases (please refer to Appendix Three for details), and other relevant documents.

## 7 用户的守法义务及承诺

### **Law-Abiding Obligations and Commitments of the User**

**7.1** 您承诺绝不以任何非法目的或以任何非法方式使用递爱福（DAF）账户服务系统，并承诺遵守中国相关法律、法规及一切使用互联网之国际惯例，遵守所有与递爱福（DAF）账户服务系统有关的网络协议、规则和程序。

You hereby warrant that you will not to use the System for any illegal purpose or in any illegal way, and that you will comply with all relevant Chinese laws, regulations, and all international customary practice regarding the use of the Internet, and will also comply with all network agreements, rules, and procedures related to the System.

**7.2** 您同意并保证不利用递爱福（DAF）账户服务系统所提供的服务从事侵害他人权益或违法之行为，若有违反者应负相应法律责任。上述行为包括但不限于：

You agree and warrant that you will not use the services of the System to engage in any infringements of the others' rights or interests, or other illegal acts. Otherwise, you shall assume all legal liabilities therefrom. The acts mentioned above include but are not limited to:

(1) 反对宪法所确定的基本原则，危害国家安全、泄漏国家秘密、颠覆国家政权、破坏国家统一的行为。

Opposing the basic principles established by the Constitution, endangering national security, disclosing state secrets, subverting state power, or undermining national unity.

(2) 侵害他人名誉、隐私权、商业秘密、商标权、著作权、专利权、其他知识产权及其他权益。

Infringing the reputation, privacy, trade secrets, trademarks, copyrights, patents, other intellectual property rights, and other rights of others.

(3) 违反依法律或合约所应负之保密义务。

Violating the confidentiality obligation under the laws or any contracts.

(4) 冒用他人名义使用递爱福（DAF）账户服务系统的服务。

Using another's name without authority for the purpose of using the services of the System.

- (5) 从事任何不法交易行为，如贩卖枪支、毒品、禁药、盗版软件或其他违禁物。

Engaging in any unlawful transaction, such as the sale of firearms, drugs, prohibited medicines, pirated software, or other prohibited items.

- (6) 提供赌博资讯或以任何方式引诱他人参与赌博。

Providing gambling information or inducing others to participate in gambling in any way.

- (7) 涉嫌洗钱、套现、进行非法集资或者传销活动的。

Being suspected of money laundering, cashing in, illegal fundraising, or pyramid schemes.

- (8) 从事任何可能含有电脑病毒或是可能以其它方式侵害递爱福（DAF）账户服务系统、资料等行为。

Engaging in any behavior that may bring computer viruses into or otherwise harm the System or data in the System.

- (9) 利用递爱福（DAF）账户服务系统进行可能对互联网或移动网正常运转造成不利影响之行为。

Using the System for actions that may be detrimental to the normal operation of the Internet or mobile networks.

- (10) 侵犯递爱福的利益，包括但不限于发布非经递爱福许可的广告。

Infringing the interests of the Charity, including but not limited to the publication of advertisements that are not authorized by the Charity.

- (11) 利用递爱福（DAF）账户服务系统上传、展示或传播虚假的、骚扰性的、中伤他人的、辱骂性的、恐吓性的、庸俗淫秽的或其他任何非法的信息资料。



Using the System to upload, display, or disseminate false, harassing, insulting, abusive, intimidating, vulgar, obscene or any other illegal information.

(12) 其他递爱福有正当理由认为不适当之行为。

Other behavior which the Charity considers inappropriate based on a reasonable ground.

**7.3** 递爱福保留依其独立判断删除递爱福（DAF）账户服务系统内各类不符合法律政策或不真实或不适当的信息内容而无须通知您的权利，并无需承担任何责任。若您未遵守以上规定，递爱福有权作出独立判断并采取冻结您的慈善账户等措施，而无需承担任何责任。

The Charity reserves the right to delete all kinds of information in the System that is inconsistent with laws or policies, or is not true or appropriate, based on independent judgement, without notifying you, and the Charity shall not assume any responsibilities or liabilities for the consequences thereof. If you fail to comply with the provisions above, the Charity has the right to take measures, such as freezing your charitable account, based on independent judgment, without bearing any responsibilities or liabilities for the consequences thereof.

**7.4** 您承诺，您通过递爱福（DAF）账户服务系统上传或发布的信息或向递爱福（DAF）账户服务系统提交的任何资料均真实、有效、完整、详细、准确。如因违背上述承诺，造成递爱福或递爱福（DAF）账户服务系统其他使用方损失的，您将承担相应责任。

You represent and warrant that the information you upload or post in the System, as well as the information you submit to the System, is true, valid, complete, detailed and accurate. If the violation of the above results in the loss of the Charity or other users of the System, you shall bear the corresponding responsibilities and liabilities.

## 8 服务中断及故障

## Interruption and Failure of Services

**8.1** 您同意，基于互联网的特殊性，递爱福不担保服务的稳定性（延续性）、及时性和/或安全性。若系统因相关状况无法正常运作，使您无法使用任何递爱福（DAF）账户服务系统所提供的服务而受到任何影响时，递爱福对您或第三方不负任何责任，前述状况包括但不限于：

You agree that, due to the special nature of the Internet, the Charity does not guarantee that the service will not be interrupted, nor the timeliness and/or security of the services provided. In the event that you are unable to use any services provided by the System as a result of the failure of the System due to certain conditions, the Charity shall not be responsible or liable to you or any third party. The aforementioned conditions include but are not limited to:

(1) 递爱福（DAF）账户服务系统停机维护期间。

Downtime of the System for maintenance;

(2) 电信设备出现故障不能进行数据传输的。

Failure of telecommunication equipment to transmit data;

(3) 由于病毒、木马、黑客攻击、网络供应商技术调整或故障、网站升级、系统不稳定、第三方服务瑕疵等原因而造成的递爱福（DAF）账户服务系统提供的服务中断或延迟。

Interruption or delay of services provided by the System due to computer virus, trojan, hacker attack, technical adjustment, or technical failure of network providers, website upgrades, an unstable system, or problems of third-party services;

(4) 因台风、地震、海啸、洪水、停电、战争、恐怖袭击、政府行为等不可抗力之因素，造成递爱福（DAF）账户服务系统障碍不能执行业务的。

Failure of the System to carry out its business due to force majeure, such as typhoons, earthquakes, tsunamis, floods, power outages, wars and terrorist attacks, government acts, etc.

(5) 其他可能导致服务中断、数据丢失的损失和风险。

Other risks that may cause breakdowns and data loss.

**8.2** 递爱福会尽最大努力向用户提供服务，确保服务的连贯性和安全性；但递爱福不能随时预见和防范法律、技术以及其他风险。因此，您同意，即使递爱福提供的服务存在瑕疵，但上述瑕疵是当时行业技术水平所无法避免的，其将不被视为递爱福违约，同时，由此给用户造成的数据或信息丢失等损失的，用户同意放弃追究递爱福的责任。

The Charity will try its best to provide services and keep the System operating smoothly and safely. However, it is unable to foresee and prevent legal, technical and other risks. Therefore, you agree that even if imperfections exist in the System, they are inevitable due to the limits of technical advancements and shall not be viewed as a breach of contract. Meanwhile, you agree not to hold the Charity accountable for any data or information loss therefrom.

**8.3** 为了向用户提供更完善的服务，递爱福有权定期或不定期地对递爱福（DAF）账户服务系或相关设备进行维护、升级等，此类情况可能会造成相关服务在合理时间内中断或暂停，若由此给用户造成损失的，用户同意放弃追究递爱福的责任。

In order to provide better services, the Charity has the right to maintain and upgrade the System and equipment on occasion, which may cause relevant services to temporarily stop. If there are any damages caused to you as a result, you agree not to hold the Charity accountable.

## **9 服务变更、中止或终止**

### **Modification, Suspension, or Termination of Services**

**9.1 用户理解并同意：**递爱福有权自主决定业务经营策略，有权在无需事先通知用户的情况下随时对服务内容进行变更，以及中断、中止或终止相关服务。若由此给用户造成损失的，用户同意放弃追究递爱福的责任。

You understand and agree that the Charity has the right to decide on its business strategies, make modifications to the services, and terminate relevant services at any time without advance notice to users. If there are any damages caused to you as a result, you agree not to hold the Charity accountable.

**9.2 用户理解并同意：**本协议约定的其他中止或终止条件发生或实现的，递爱福有权随时中止或终止向用户提供全部或部分本协议所规定的相关服务。

You understand and agree that the Charity has the right to suspend or terminate part or all of the services herein once any conditions for suspension or terminations arise.

**9.3 用户理解并同意：**如本协议或本协议所规定的相关服务因为任何原因终止的，对于用户的账号中的全部数据或用户因使用本协议所规定的相关服务而存储在递爱福（DAF）账户服务系统中的数据等任何信息，递爱福可将该等信息保留或删除（如须），包括服务终止前用户尚未完成的任何数据，用户同意不追究递爱福的任何责任或不向递爱福主张任何权利。

You understand and agree that if the Agreement or relevant services herein are terminated, the Charity may keep or delete (if needed) all data stored in the System, including any incomplete data provided by users. You agree not to hold the Charity accountable or assert any rights thereof.

## **10 责任范围及限制**

### **Scope and Limitations of Liabilities**

**10.1**递爱福不对递爱福（DAF）账户服务系统提供的服务提供任何形式的保证，包括但不限于以下事项：

The Charity does not provide any form of guarantee in relation to the services provided by the System as to matters including but not limited to the following:

(1) 递爱福 (DAF) 账户服务系统提供的服务将完全满足您的需求。

The services provided by the System will fully meet your needs.

(2) 递爱福 (DAF) 账户服务系统提供的服务将不受干扰、及时提供或免于出错。

The services provided by the System will be undisturbed, timely or error-free.

(3) 您经由递爱福 (DAF) 账户服务系统取得之任何服务、资讯或其他资料将完全符合您的期望或者要求。

The services, information, or other materials you receive from the System will fully meet your expectations or requirements.

**10.2** 递爱福 (DAF) 账户服务系统的合作单位所提供的服务品质及内容由该合作单位自行负责。递爱福 (DAF) 账户服务系统所提供服务的內容可能涉及第三方网站。您确认按照第三方网站的服务协议使用第三方网站, 而不是按照本协议。鉴于第三方网站并非递爱福 (DAF) 账户服务系统推荐或者介绍, 第三方网站的内容、服务、广告和其他任何信息均由您自行判断并承担风险, 递爱福不能保证第三方网站上任何信息的真实性和有效性。您经由递爱福 (DAF) 账户服务系统使用下载或取得任何资料, 应由您自行考量且自负风险, 因资料的下载而导致的任何损坏由您自行承担。

The Charity's cooperative partner shall be responsible for the quality and content of the services provided by itself. The services provided by the System may involve third-party websites. You confirm that you use the third-party websites in accordance with the service agreements of third-party websites, rather than the Agreement. The Charity cannot guarantee the authenticity and validity of the information on third-party websites, since such websites are not

recommended or introduced by the System. You use the content, services, advertisements, and any other information on third-party websites based on your own judgement and at your own risk. You download or obtain information from the System based on your own judgement and at your own risk, and any damages caused by downloading such information should be borne by yourself.

**10.3** 递爱福不保证为向您提供便利而设置的外部链接的准确性、有效性、安全性和完整性，同时，对于该等外部链接指向的不由递爱福实际控制的任何网页上的内容，递爱福不承担任何责任。

The Charity does not guarantee the accuracy, validity, security, and integrity of the external links set up for your convenience. At the same time, the Charity shall not assume any responsibility or liability for any content on any webpage pointed to by such external links and not actually controlled by the Charity.

**10.4** 在法律允许的情况下，递爱福对于与本协议有关或由本协议引起的，或以其它方式通过递爱福（DAF）账户服务系统提供给您的任何信息、内容、材料、产品（包括软件）和服务、或您购买和使用产品和服务引起的任何间接的、惩罚性的、特殊的、派生的损失（包括但不限于业务损失、收益损失、利润损失、使用数据或其他经济利益的损失），不论是如何产生的，也不论是由对本协议的违约（包括违反保证）还是由侵权造成的，均不负有任何责任，即使其事先已被告知此等损失的可能性。另外，即使本协议规定的排他性救济没有达到其基本目的，也应排除递爱福对上述损失的责任。

To the extent permitted by law, the Charity shall not be liable for any indirect, punitive, special, or derivative damages (including, but not limited to, business losses, loss of revenue, loss of profits, loss of data used or other economic benefits) in relation to or caused by the Agreement, or otherwise caused by any of the information, content, materials, products (including software) and services, or the purchase or use of the products and services provided by the System, regardless of how these damages arise and whether they are

attributable to breach of contract (including breach of warranty) or to tort (breach of non-contractual obligations), even if there has been advance notification of the possibility of such damages. In addition, even if the exclusive remedies provided by the Agreement fail to achieve their basic intended purpose, the responsibilities and liabilities of the Charity for the aforementioned damages shall also be excluded.

## 11 隐私权保护及授权条款

### Privacy Protection and Authorization Provisions

**11.1** 递爱福对于您提供的、递爱福自行收集的、经认证的个人信息将按照本协议予以保护、使用或者披露。

According to the Agreement, the Charity shall protect, use or disclose the authenticated personal information collected by the Charity on its own or provided by you.

**11.2** 为更好地掌握您的情况，并为您提供相关服务，递爱福可能收集您的公开和非公开的资料。

In order to better understand your situation and provide you with relevant services, the Charity may collect your public and non-public information.

**11.3** 递爱福按照您在递爱福 (DAF) 账户服务系统上的行为自动追踪您的某些资料。在不透露您的隐私资料及不违反相关保密信息条款的前提下，递爱福有权对整个递爱福 (DAF) 账户服务系统数据库进行分析并对递爱福 (DAF) 账户服务系统数据库进行以公益为目的的利用。

The Charity automatically tracks some of your information according to your activity in the System. On the premise of not revealing your private information and not violating confidentiality provisions, the Charity has the right to analyze the entire database of the System and use the database for public interest purposes.

**11.4** 您同意递爱福有权使用关于您的相关资料（包括但不限于递爱福持有的有关您的档案中的资料，递爱福从您目前及以前在递爱福（DAF）账户服务系统上的活动所获取的其他资料以及递爱福通过其他方式自行收集的资料）以解决争议、对纠纷进行调停。

You agree that the Charity has the right to use your information (including, but not limited to information or materials in your archives held by the Charity, other information gathered from your current or previous activity in the System, and information gathered by the Charity on its own) for dispute resolution or mediation purposes.

**11.5** 递爱福采用行业标准惯例以保护您的资料。您因履行本协议提供给递爱福的信息，递爱福不会出售或共享给任何第三方，但以下情况/第三方除外：

The Charity protects your information according to industry standards. The Charity will not sell to or share with any third party the information you have provided to the Charity as a result of performing your obligations under the Agreement, except in the following circumstances or to the following third parties:

(1) 提供独立服务且仅要求服务相关的必要信息的供应商，如印刷厂、邮递公司等；

Independent service providers such as printing companies, postal, or delivery companies that only require information related to the corresponding services;

(2) 具有合法调阅信息权限并从合法渠道调阅信息的政府部门或其他机构，如公安机关、法院、检察院、公益组织管理部门等；

Government organs or other institutions, such as public security organs, courts, procuratorates, or management departments of charitable organizations that have lawful access to information and access information lawfully;



(3) 经递爱福 (DAF) 账户服务系统使用方或其授权代表同意的第三方。

Any third party agreed to by you or by your authorized representative.

## 12 知识产权保护

### Protection of Intellectual Properties

**12.1** 递爱福 (DAF) 账户服务系统上所有内容, 包括但不限于著作、图片、档案、资讯、资料、平台架构、平台画面的安排、网页设计, 均由递爱福或其他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、商业秘密等。

The Charity or other rights holders are the legal owner of the intellectual property rights, including but not limited to trademark rights, patents, copyrights, and trade secrets in relation to content, including but not limited to works, pictures, files, information, materials, platform structure, arrangement of platform pages, and web design in the System.

**12.2** 递爱福为“DAF”“递爱福”“迪爱福”“DAF-Giving”“DAF-Contribution”“递爱福捐赠”“DAF-Giving Fund”“递爱福捐赠基金”“递爱福捐助基金”“DAF Charity”“岱福”“迪爱福工程”“递爱福论坛”“DAF(Donor Advised Fund) Forum”及其相关组合商标等商标的合法权利人。

The Charity is the legal owner of the trademarks of ‘DAF’, ‘递爱福’, ‘迪爱福’, ‘DAF-Giving’, ‘DAF-Contribution’, ‘递爱福捐赠’, ‘DAF-Giving Fund’, ‘递爱福捐赠基金’, ‘递爱福捐助基金’, ‘DAF Charity’, ‘岱福’, ‘迪爱福工程’, ‘递爱福论坛’, ‘DAF(Donor Advised Fund) Forum’ and other relevant combined trademarks.

**12.3** 您承认递爱福是上述商标的所有人, 递爱福拥有对上述商标的所有权、使用权及许可权。您承认按照本协议, 您的任何使用行为并不影响上述商标的权利归属, 并不得以自身或者递爱福名义许可他人使用上述商

标。您承诺，在您获知任何侵犯递爱福商标权利的情形时，将尽快通知递爱福。

You acknowledge that the Charity is the owner of the aforementioned trademarks, and that the Charity has the ownership rights and the right to use and license these trademarks. You acknowledge that, in accordance with the Agreement, any use of these trademarks by you shall not affect the ownership rights thereof, and you shall not permit others to use these trademarks in your own name or the name of the Charity. You warrant that you will inform the Charity as soon as possible once you know any infringement of the Charity's trademarks.

- 12.4** 非经递爱福或其他权利人书面同意或者授权，任何人不得擅自使用、修改、复制、公开传播、改变、散布、发行或公开发表递爱福（DAF）账户服务系统的程序或内容。

Without the written consent or authorization of the Charity or other rights holders, no one shall use, modify, reproduce, publicly transmit, alter, spread, issue, or publicly release any of the programs or contents of the System.

- 12.5** 未经递爱福的明确书面同意或者授权，您不许下载（除了页面缓存）或修改递爱福（DAF）账户服务系统或其任何部分。您不得对递爱福（DAF）账户服务系统或其内容进行转售或商业利用；不得对递爱福（DAF）账户服务系统或其内容进行任何衍生利用；不得为其他商业利益而下载或拷贝账户信息或使用任何数据采集、Robots 或类似的数据收集和摘录工具。未经递爱福的书面许可，严禁对递爱福（DAF）账户服务系统的内容进行系统获取以直接或间接创建或编辑文集、汇编、数据库或人名地址录（无论是否通过 Robots、Spiders、自动仪器或手工操作）。另外，严禁为任何未经本协议明确允许的目的而使用递爱福（DAF）账户服务系统上的内容和材料。

You are not allowed to download (except for page caching) or modify the System or any part thereof without the express written consent or

authorization of the Charity. You shall not resell, commercially utilize, or make any derivative use of the System or any of its contents. Account information shall not be downloaded or copied for other business purposes. In addition, any data collection, robots or similar data collection and extracting tools shall not be used. Without the written permission of the Charity, it is strictly forbidden to systematically acquire the contents of the System to create or edit, directly or indirectly, collection of works, compilation, databases, or list of names or addresses of persons (whether or not through robots, spiders, automatic instruments, or manual operations). In addition, it is strictly prohibited to use content and materials in the System for any purpose that is not explicitly permitted by the Agreement.

- 12.6** 未经递爱福明确书面同意或者授权，您不得以任何商业目的对递爱福（DAF）账户服务系统任何部分进行复制、复印、仿造、出售、转售、访问、或以其他方式加以利用。未经递爱福明确书面同意，您不得用 Frame 或运用 Frame 等技巧把递爱福或其关联公司的商标、标识或其他专有信息（包括图像、文字、网页设计或形式）据为己有或者非法使用。未经递爱福明确书面同意，您不得以 Meta Tags 或任何其他“隐藏文本”方式使用递爱福或其关联公司的名字和商标。任何未经授权的使用都会终止递爱福所授予的允许或许可。

You shall not copy, print, imitate, sell, resell, access or otherwise utilize any part of the System for any commercial purpose without the express written consent or authorization of the Charity. Without express written consent of the Charity, you shall not use Frame, techniques such as Frame to misappropriate or illegally use the trademarks, logos, or other proprietary information (including images, texts, web designs, or forms) of the Charity or its related parties. Without express written consent of the Charity, you shall not use the names or trademarks of the Charity or its related parties through meta tags or other methods of ‘hidden text’. Any unauthorized use

will result in the termination of the authorization, permission, or license granted by the Charity.

- 12.7** 您有尊重知识产权的义务，如有违反，您应对递爱福承担损害赔偿等法律责任。

You have an obligation to respect intellectual property rights. You shall bear liabilities including damages for your infringement of intellectual property rights.

## **13 通知**

### **Notification**

- 13.1** 您在此同意，对于您接收的规则、通知、告示、提示或其他关于您使用递爱福（DAF）账户服务系统及其服务的信息，您同意递爱福通过递爱福（DAF）账户服务系统或者电子邮件、手机短信、网页公告、网页提示、无线通讯装置等电子方式或常规的信件传递等任一种或多种方式进行，无论通知的具体方式如何，该等通知于任一种方式公布或发送之日，即视为向您送达，且您已经接受并同意，对您产生约束力。若您不接受，请您书面通知递爱福，否则视为您已经接受、同意。

You hereby agree that the moment when any rules, notices, announcements, tips, or other information concerning the System and its services are announced or sent, they are viewed as received, accepted and binding, regardless of how they are transmitted. The means of notification include the message in the System, email, SMS, web notice, web tip, wireless communication, and post mail of which one or more may apply. If you do not accept, please notify the Charity formally, or else it will be presumed that you have accepted.

- 13.2** 因电信运营商信息传输等原因导致您未在前述通知发出当日收到该等通知的，不影响通知已经送达的法律效力。

If you fail to receive the notices on the same day when they are sent due to transmitting problems of mobile network operators, they are still presumed

as received, accepted, and binding.

- 13.3** 若由于用户提供的电子邮箱、手机号码、通讯地址等信息错误，导致用户未收到相关规则、通知、提示等信息的，用户同意仍然视为用户已经收到相关信息并受其约束，一切后果及责任由用户自行承担。

If you fail to receive the rules, notices, and tips due to wrong email addresses, phone numbers, and addresses provided by you, they are still presumed as received, accepted, and binding, and you shall bear all liabilities that occur as a result.

- 13.4** 若用户有事项需要通知递爱福，用户应当按照递爱福对外正式公布的联系方式与递爱福有关部门或人员联络。

If you need to inform the Charity of certain issues, you shall contact relevant departments or personnel of the Charity according to the contact information officially published.

## **14 条款的解释、法律适用及争议解决**

### **Interpretation of Terms, Application of Law and Dispute Resolution**

- 14.1** 本协议是由您与递爱福共同签署的，适用于您基于递爱福（DAF）账户服务系统的全部活动。本协议内容包括但不限于协议正文条款及已经发布的或将来可能发布的各类规则，所有条款和规则为本协议不可分割的一部分，与协议正文具有同等法律效力。

The Agreement is signed by you and the Charity, and it applies to all your activities in the System. The contents of the Agreement include, but are not limited to, the provisions of the Agreement and various rules that have been issued by the Charity or may be issued by the Charity in the future, which are an integral part of the Agreement and have the same legal effect as the body of the Agreement.

- 14.2** 本协议不涉及您与其他用户之间产生的法律关系及法律纠纷。但您在此同意接受并履行与其他用户在递爱福（DAF）账户服务系统签订的任何电子法律文本，同意接受并履行本基金会提供的《深圳市递爱福公益基

金会捐赠说明书》《深圳市递爱福公益基金会捐赠、投资、捐助指引》《深圳市递爱福公益基金会关于专业人员担任合格捐赠人资格预审员、慈善账户督导员、慈善专家顾问入库管理办法》等基金会的相关制度，并承诺按照该等法律文本享有和/或放弃相应的权利、承担和/或豁免相应的义务。

The Agreement does not cover legal relationships and legal disputes between you and other users. However, you hereby agree to accept and perform any electronic legal document signed between you and other users of the System and agree to accept and perform the Contribution Prospectus, the Guidelines, the Administrative Measures for Admission of Professionals into the Databases, and other relevant documents of the Charity. In addition, you shall undertake to enjoy and/or waive the corresponding rights, assume and/or be exempt from corresponding obligations in accordance with these legal documents.

- 14.3** 如本协议中的任何条款无论因何种原因完全或部分无效或不具有执行力，则应认为该条款可与本协议相分割，并可被尽可能接近各方意图的、能够保留本协议要求和目的的、有效的新条款所取代，而且在此情况下，本协议的其他条款仍然完全有效并具有约束力。

If any provision of the Agreement is wholly or partially invalid or not enforceable for any reason, it shall be deemed to be separable from the Agreement and shall be replaced by a new, valid and enforceable provision that reflects as closely as possible the intention of the parties and is capable of retaining the purpose envisioned by the Agreement. In this case, the other provisions of the Agreement are still fully valid and binding.

- 14.4** 本协议及其修订的有效性、履行和与本协议及其修订效力有关的所有事宜，将受中华人民共和国法律管辖，任何争议仅适用中华人民共和国法律（仅就本协议而言，不包括香港特别行政区、澳门特别行政区和中国台湾地区）。

The validity and the performance of the Agreement and its amendments, and all matters relating thereto, shall be governed by the laws of the People's Republic of China. Any dispute shall be resolved in accordance with the laws of the People's Republic of China (only for the purpose of this Agreement, and excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region, and the Taiwan Region of China).

- 14.5** 因本协议引起或与本协议有关的一切争议，双方均应友好协商解决。如双方在争议发生后 30 个自然日内协商未成，任何一方均有权将争议提交中国国际经济贸易仲裁委员会，按该会届时有效的仲裁规则在北京进行仲裁。仲裁裁决是终局性的，对双方均有约束力。除非仲裁裁决另有规定，双方为仲裁而实际支付的费用（包括但不限于仲裁费和合理的律师费）由败诉方承担。

Any disputes arising out of or related to the Agreement shall be resolved through friendly negotiation by both parties. If the dispute cannot be resolved within 30 calendar days from commencement of the dispute, either party may submit the dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing, in accordance with the arbitration rules effective when applying for arbitration. The arbitration award is final and binding on both parties. Unless otherwise stipulated in the arbitral award, the costs actually paid by the two parties for arbitration (including but not limited to the arbitration fee and reasonable attorney fees) shall be borne by the losing party.

- 14.6** 递爱福对本协议拥有最终的解释权并保留随时修改本协议部分条款的权利。

The Charity has the final right to interpret the Agreement and reserves the right to modify provisions of the Agreement at any time.

## 15 附则

### Supplementary Provisions

**15.1** 为接受社会公众的监督、减少各方协商及沟通的成本，共同促进捐赠者建议基金事业的发展，本协议将作为规则化的标准文本，向社会公示并向各方征求意见，不断更新完善，以符合法律法规、市场环境等变化。

In order to receive public supervision, reduce communication costs, and boost the development of Donor Advised Funds, the Charity will disclose the Agreement as a standard version of the document to the public, solicit opinions from all parties, and improve it to conform with the changes in laws, regulations, and market environment.

**15.2** 递爱福理事会执行委员会依职权审核确认本协议标准文本，并有权依据法律法规、市场环境等的变化，对本协议的内容进行适当的调整。

The Executive Committee of the Board of the Charity shall review and confirm the Agreement according to its authority. It has the right to adjust the content of the Agreement according to the changes in laws, regulations, and market environment.

**15.3** 本协议用中英文书写，如有不一致之处，以中文为准。

The Agreement is written in both Chinese and English. In case of inconsistency, the Chinese version shall prevail.



附件

## Appendixes

附件一：《深圳市递爱福公益基金会捐赠说明书》

Appendix One: Contribution Prospectus of the China DAF Charity

附件二：《深圳市递爱福公益基金会捐赠、投资、捐助指引》

Appendix Two: Contribution, Investment, Granting Guidelines of the China DAF Charity,

附件三：《深圳市递爱福公益基金会关于专业人员担任合格捐赠人资格预审员、慈善账户督导员、慈善专家顾问入库管理办法》

Appendix Three: Administrative Measures for Admission of Professionals into the Databases of Donor Qualification Examiners, Charitable Account Supervisors, and Philanthropic Expert Consultants of the China DAF Charity

附件四：《深圳市递爱福公益基金会收费管理办法》

Appendix Four: Management Measures on Fees and Expenses of the China DAF Charity