

服务协议 | Service Agreement

为使用NetDriveS（以下简称“我们”）的服务，您应当阅读并遵守《服务协议》（以下简称“本协议”），以及我们各项。请您务必审慎阅读、充分理解各条款内容，特别是免除或者限制责任的条款、管辖与法律适用条款，以及开通或使用某项服务的单独协议。限制、免责条款可能以黑体加粗、加下划线或高亮的形式提示您重点注意。除非您已阅读并接受本协议所有条款，否则您无权使用我们提供的服务。您使用我们的服务即视为您已阅读并同意上述协议的约束。

如果您因年龄、智力等因素而不具有完全民事行为能力，请在法定监护人（以下简称“监护人”）的陪同下阅读和判断是否同意本协议。

如果您是非中国大陆地区的用户，您订立或履行本协议以及使用本服务的行为还需要同时遵守您所属和/或所处国家或地区的法律。

您有违反本协议的任何行为时，我们有权依照本协议根据您违反情况随时单方采取限制、中止或终止向您提供服务等措施，并有权追究您相关责任。

一、协议的定义与说明

1.1 本协议是您与我们之间关于用户使用我们相关服务所订立的协议。“用户”是指使用我们相关服务的使用人，在本协议中更多地称为“您”。

1.2 本协议项下的服务是指我们现在正在提供和将来可能向您提供的服务。

1.3 本协议内容同时包括我们可能不断发布的关于本服务的相关协议、业务规则等内容。上述内容一经正式发布，即为本协议不可分割的组成部分，您同样应当遵守。

1.4 我们有权随时对服务条款进行修改（修改包含变更、增加、减少相应的条款内容），一旦服务条款发生修改，我们将在相关页面进行更新展示。如果您不同意本条款的修改，可以停止对本服务的使用。您继续使用我们提供的服务，则视为您已经接受本条款的全部修改。

二、帐号与密码安全

2.1 您可通过邮箱或其它我们支持的第三方登录方式，根据页面提示完成注册流程，并获得我们服务帐号（简称“我们帐号”）。

2.2 您提供给我们的注册信息应当真实、可靠、合法，否则我们有权不予注册或取消您的帐号，并保留终止您使用我们各项服务的权利，而无需您的同意。

2.3 我们帐号将作为您使用我们相关服务的身份识别依据，您需要为您的我们帐号下之一切行为负责。

2.4 为保护您的帐号安全，您应当妥善保管您的帐号信息，因您保管不善可能导致遭受盗号或密码失窃，责任及由此造成的损失由您自行承担。

三、服务使用规则

3.1 我们仅向您提供各类产品及相关技术服务，是中立的信息存储空间等网络服务及相关的中立技术支持服务提供者。您的产品、服务及相关内容等，由您自行开发、运营且自行承担全部责任。

3.2 您可根据自身需求，自行通过我们官网在线选购所需服务，在购买前请您仔细阅读所购服务对应的服务规则并根据自身需求决定是否购买。您在线选购服务产生的订单即为“电子订单”，双方也可根据实际合作需要，另行签订《我们标准服务订单》（简称“纸质订单”）、《补充协议》等文件。

3.3 我们服务结算方式、计费标准以我们官网公布价格为准，以人民币计算，双方另有约定的除外。

3.4 我们的结算规则分为预付费和后付费等类型，您应当遵守您选购的服务的结算规则，否则，会导致您开通的服务被中止、终止。采用预付费规则的服务，您需及时向您的帐号充值，以保证顺利使用服务。采用后付费规则的服务，您需在服务规则指定的期限内及时支付费用。

3.5 为了向您提供更加完善的服务，我们有权定期或不定期地对服务平台或相关设备进行检修、维护、升级等（统称“常规维护”），如因常规维护造成我们服务在合理时间内中断或暂停的，我们无需为此向您承担任何责任。

3.6 如您购买的服务到期或终止，对于您因使用我们服务而存储在我们服务器中的数据等任何信息，我们将为您保留7天（简称“保留期限”）（服务有另外规定的以该服务规定为准）。您应承担保留期限内产生的费用（若有），并在保留期限届满前结清费用、完成全部数据的迁移。保留期限届满后，我们服务系统将自动删除您的所有数据。

3.7 我们有权根据自身运营安排，随时调整、终止部分服务（包括但不限于对服务进行升级、整合等）。但是，我们应提前至少30天通知您，以便您做好相关数据的转移备份以及业务调整等，以保护您的合法权益。

3.8 我们可能通过合作、代理等方式销售由第三方提供的服务（以下简称：第三方服务），对于这部分服务的开通，可能需要您与第三方另签订单独的服务协议，您可以根据自身情况决定是否接受服务协议及使用产品或服务。

3.9 使用由第三方提供的产品或服务时需要技术支持和售后服务，您应当首先向第三方服务提供商寻求协助，我们仅向您提供有限的服务（服务另有规定的以该服务规定为准）。

3.10 使用由第三方提供的产品或服务，由此产生的纠纷由您与第三方协商解决（服务另有规定的以该服务规定为准）。

3.11 我们部分产品提供退款政策，由于产品特性一般各不相同，适用的退款政策也不相同，您需要到指定产品的服务协议中查看，以保护您的合法权益。

四、客户权利义务

4.1 您有权依照本协议约定使用您采购的我们服务并获得我们的技术支持和售后服务。

4.2 您在使用我们服务时须遵守相关法律法规、规章制度。不得制作、复制、发布或散播包含以下内容的信息：

反对宪法所确定的基本原则的；

危害国家安全、泄露国家机密，颠覆国家政权，破坏国家统一的；

损害国家荣誉和利益的；

煽动民族仇恨、民族歧视，破坏民族团结的；

破坏国家宗教政策，宣扬邪教和封建迷信的；

散布谣言，扰乱社会秩序，破坏社会稳定的；

散布淫秽、色情、赌博、暴力、凶杀、恐怖或者教唆犯罪的；

侮辱或者诽谤他人，侵害他人合法权益的；

含有法律、行政法规禁止的其他内容的。

由于您上述活动经由我们判断、或进行我们相关规定所禁止的行为，可能或已对我们造成损失的，我们保留包括但不限于暂停服务，立即终止服务，封禁或冻结帐号，以及向您追究法律责任的权利。

4.3 您不得使用我们服务进行包括但不限于DDoS、制作、传播游戏外挂、木马、病毒，发布色情、反动信息，进行网络挖矿，网络诈骗等违法违规犯罪活动。

4.4 未经我们书面同意，您不得对我们服务进行包括但不限于DDoS攻击、渗透、破解等可能扰乱服务的正常运营的行为。

4.5 采购并使用在中国大陆地区以外的服务时，您应当同时遵守当地的法律。

五、我们权利义务

5.1 我们应当依照本协议及相关服务协议条款约定向您提供我们服务相关技术支持和售后服务，但对于您在使用我们提供服务进行业务开发或运营等场景中面临的且并非由我们提供的产品或服务间接或直接产生的问题，我们提供有限或不提供技术支持（服务另有规定的以该服务规定为准）。

5.2 若我们自行发现或根据主管部门的信息、权利人的投诉等发现，您违反相关法律法规、规章制度或本协议的，我们有权根据自己的独立判断单方采取不限于要求您立即删除、修改相关内容；直接删除、屏蔽相关内容或断开链接；限制、暂停向您提供我们服务；终止与您的服务协议；依法追究您的法律责任。

5.3 我们可将本协议部分或全部权利义务转让予第三方，但我们须提前90天书面通知您。为本款生效之需要，双方同意签订所有合理必要的文件及采取合理必要的措施。

六、责任限制

6.1 您理解并同意，在使用我们服务的过程中可能会遇到以下情况使服务发生响应时间增大、中断等情况。出现下述情况时，我们应及时与相关单位配合进行修复，但是由此给您造成的损失，我们将予以免责。

不可抗力，包括但不限于自然灾害、政府行为、政策颁布调整、法律法规颁布调整、罢工、动乱；基础运营商原因，包括但不限于电信部门技术调整、电信/电力线路被他人破坏、电信/电力部门对电

信网络/电力资源进行安装、改造、维护；

网络安全事故，如计算机病毒、木马或其他恶意程序、黑客攻击的破坏；

您通过非我们授权的方式使用云服务器，您操作不当或您的电脑软件、系统、硬件和通信线路出现故障；

其他非我们之过错、我们无法控制或合理预见的情形；

我们在进行服务、产品等配置、维护时，需要短时间中断服务。

6.2 您理解并同意，我们的服务是按照现有技术和条件所能达到的现状提供的。我们将尽最大努力确保服务的连贯性和安全性，但我们不能保证其所提供的服务毫无瑕疵。您应当同意，即使我们提供的服务存在瑕疵，但若上述瑕疵是当时行业技术水平所无法避免的，其将不被视为我们违约，双方应友好协作共同解决问题。

6.3 在任何情况下，我们均不对任何间接性、后果性、惩戒性、偶然性、特殊性的损害，包括您使用我们服务而遭受的利润损失承担责任（即使您已被告知该等损失的可能性）。

七、附则

7.1 本协议签订地为南京市。

7.2 本协议的成立、生效、履行、解释及纠纷解决，适用中华人民共和国大陆地区法律（不包括冲突法）。

7.3 因本协议产生之争议，双方应首先协商解决；双方未能以诚意协商解决的，任何一方均应将纠纷或争议提交南京市人民法院管辖。

7.4 本协议的拟定、解释均以中文为准。除双方另有约定外，任何有关本协议的翻译不得作为解释本协议或判定双方当事人意图之依据。

7.5 本协议的解除、终止或者本协议有关条款的无效均不影响本协议关于协议的解释、违约责任、知识产权、保密条款、违约责任、适用法律及争议解决的有关约定的效力。

English:

To use NetDriveS (hereinafter referred to as "we") services, you should read and comply with the "Service Agreement" (hereinafter referred to as "this Agreement"), as well as all our related terms. Please make sure to read and fully understand each clause, especially those that exempt or limit liability, jurisdiction and applicable law clauses, and separate agreements for activating or using certain services. Limitations and exemption clauses may be highlighted in bold, underline, or highlighter form to draw your attention. Unless you have read and accepted all the terms of this agreement, you are not authorized to use the services we provide. Your use of our services will be deemed as you have read and agree to be bound by the above agreements.

If you lack full civil capacity due to age, intelligence, etc., please read this agreement and decide whether to agree to it under the supervision of a legal guardian (hereinafter referred to as "guardian").

If you are a user outside mainland China, your signing or performing this agreement and using the services must also comply with the laws of your country or region.

If you violate any behavior of this agreement, we have the right to take measures such as restriction, suspension, or termination of providing you with services at any time based on your violation, and hold you responsible for related matters.

1. Definition and Description of the Agreement

1.1 This agreement is an agreement between you and us regarding the user's use of our related services. "User" refers to the person using our related services, more often referred to as "you" in this agreement.

1.2 The services under this agreement refer to the services we are currently providing and may provide to you in the future.

1.3 The content of this agreement also includes related agreements, business rules, etc., that we may continuously publish about this service. Once officially published, the above content will become an inseparable part of this agreement, and you should also comply with it.

1.4 We have the right to modify the service terms at any time (modifications include changing, adding, and reducing the corresponding clause content). Once the service terms are modified, we will update them on the relevant pages. If you do not agree with the changes to the terms, you can stop using the services. If you continue to use the services we provide, it will be deemed that you have accepted all the modifications to the terms.

2. Account and Password Security

2.1 You can register an account (referred to as "our account") by email or other third-party login methods supported by us, following the prompts on the page to complete the registration process.

2.2 The registration information you provide to us should be true, reliable, and legal. Otherwise, we have the right not to register or cancel your account and reserve the right to terminate your use of our various services without your consent.

2.3 Our account will serve as the identity verification basis for you to use our related services. You need to be responsible for all actions under your account.

2.4 To protect your account security, you should properly keep your account information. If your account is compromised due to improper safekeeping, you will bear the responsibility and losses caused by it.

3. Service Usage Rules

3.1 We only provide you with various products and related technical services. We are a neutral information storage space and related neutral technical support service provider. The development, operation, and full responsibility for your products, services, and related content are yours.

3.2 You can select the required services online through our official website according to your needs. Before purchasing, please carefully read the corresponding service rules of the purchased service and decide whether to purchase according to your needs. The order generated by your online selection of services is an "electronic order." Both parties can also sign a "Standard Service Order" (referred to as "paper order"), "Supplementary Agreement," and other documents as required by actual cooperation needs.

3.3 The settlement method and billing standards of our services shall be based on the prices published on our official website and calculated in RMB, unless otherwise agreed by both parties.

3.4 Our settlement rules include prepayment and postpayment types. You should comply with the settlement rules of the services you select, otherwise, the services you have activated may be suspended or terminated. For services adopting prepayment rules, you need to recharge your account in time to ensure smooth use of services. For services adopting postpayment rules, you need to pay the fees in time within the period specified by the service rules.

3.5 To provide you with more comprehensive services, we have the right to regularly or irregularly inspect, maintain, and upgrade the service platform or related equipment (collectively referred to as "routine maintenance"). If routine maintenance causes the service to be interrupted or suspended within a reasonable time, we do not need to bear any responsibility for this.

3.6 If the service you purchased expires or is terminated, we will retain any data stored on our servers due to your use of the service for 7 days (referred to as the "retention period") (the provisions of the service itself prevail if specified otherwise). You should bear any fees generated during the retention period (if any) and complete the data migration before the retention period expires. After the retention period expires, our service system will automatically delete all your data.

3.7 We have the right to adjust and terminate some services at any time based on our own operational arrangements (including but not limited to upgrading and integrating services). However, we should notify you at least 30 days in advance to protect your legitimate rights and interests and allow you to transfer and back up data and adjust your business.

3.8 We may sell services provided by third parties through cooperation and agency, etc. (hereinafter referred to as: "third-party services"). For the activation of these services, you may need to sign a separate service agreement with the third party, and you can decide whether to accept the service agreement and use the products or services according to your situation.

3.9 When using products or services provided by third parties that require technical support and after-sales service, you should first seek assistance from the third-party service provider. We only provide you with limited services (the provisions of the service itself prevail if specified otherwise).

3.10 Any disputes arising from the use of products or services provided by third parties shall be resolved through negotiations between you and the third party (the provisions of the service itself prevail if specified otherwise).

3.11 Some of our products provide refund policies. Due to the different characteristics of products, applicable refund policies also vary. You need to check the service agreement of the specified product to protect your legitimate rights and interests.

4. Customer Rights and Obligations

4.1 You have the right to use the services you purchase and receive our technical support and after-sales services in accordance with this agreement.

4.2 When using our services, you must comply with relevant laws and regulations and not create, copy, publish, or distribute information containing the following content:

Opposing the fundamental principles established by the constitution;

Endangering national security, leaking state secrets, subverting state power, and undermining national unity;

Damaging national honor and interests;

Inciting ethnic hatred and discrimination, undermining ethnic unity;

Undermining state religious policies, promoting cults and feudal superstitions;

Spreading rumors, disrupting social order, and undermining social stability;

Spreading obscene, pornographic, gambling, violent, murderous, terroristic, or criminal content;

Insulting or defaming others, infringing on the legitimate rights and interests of others;

Containing other content prohibited by laws and regulations.

If the above activities are conducted and deemed by us or violate our related rules, which may or have caused losses to us, we reserve the right to take actions such as suspending services, immediately terminating services, banning or freezing accounts, and holding you legally responsible.

4.3 You shall not use our services for illegal activities including but not limited to DDoS attacks, making and spreading game cheats, trojans, viruses, publishing pornographic, reactionary information, engaging in network mining, and online fraud.

4.4 Without our written consent, you shall not conduct actions that may disrupt the normal operation of services, including but not limited to DDoS attacks, penetration, and cracking.

4.5 When purchasing and using services outside mainland China, you should also comply with local laws.

5. Our Rights and Obligations

5.1 We shall provide technical support and after-sales services for our services in accordance with the terms of this agreement and related service agreements. However, for problems arising from using our services for business development or operation scenarios not provided by us, we provide limited or no technical support (the provisions of the service itself prevail if specified otherwise).

5.2 If we discover or are informed by competent authorities or rights holders that you violate relevant laws, regulations, rules, or this agreement, we have the right to unilaterally take actions such as requiring you to immediately delete or modify related content; directly deleting, blocking related content, or disconnecting links; restricting or suspending services to you; terminating the service agreement with you; and holding you legally responsible.

5.3 We may transfer all or part of our rights and obligations under this agreement to a third party. However, we must notify you in writing at least 90 days in advance. To give effect to this clause, both parties agree to sign all reasonable and necessary documents and take reasonable and necessary measures.

6. Limitation of Liability

6.1 You understand and agree that during the use of our services, you may encounter the following situations which may increase response time or cause interruptions. When these situations occur, we should promptly cooperate with relevant units for repairs, but we will not be liable for any losses caused to you due to the following reasons:

Force majeure, including but not limited to natural disasters, government actions, policy adjustments, legal or regulatory changes, strikes, and riots;

Reasons related to basic operators, including but not limited to technical adjustments by telecommunications departments, damage to telecommunications/power lines by third parties, or

installation, modification, and maintenance of telecommunications/power resources by telecommunications/power departments;

Network security incidents, such as computer viruses, Trojans or other malicious programs, hacker attacks;

Your use of cloud servers in unauthorized ways, your improper operation, or your computer software, system, hardware, and communication lines malfunction;

Other circumstances not caused by us, beyond our control, or not reasonably foreseeable;

Short-term service interruptions required for configuration or maintenance of services or products.

6.2 You understand and agree that our services are provided according to the current technology and conditions. We will make every effort to ensure the continuity and security of services, but we cannot guarantee that the services provided are flawless. You agree that even if the services we provide have flaws, if such flaws are unavoidable given the current level of industry technology, they will not be considered a breach of contract by us. Both parties should cooperate amicably to resolve any issues.

6.3 Under no circumstances shall we be liable for any indirect, consequential, punitive, incidental, or special damages, including profit losses incurred by you using our services (even if you have been advised of the possibility of such damages).

7. Miscellaneous

7.1 This agreement is signed in Nanjing City.

7.2 The formation, effectiveness, performance, interpretation, and dispute resolution of this agreement shall be governed by the laws of the People's Republic of China (excluding conflict of laws).

7.3 Disputes arising from this agreement should first be resolved through negotiation; if the negotiation is unsuccessful, either party may submit the dispute to the jurisdiction of the People's Court of Nanjing City.

7.4 This agreement is drafted and interpreted in Chinese. Unless otherwise agreed by both parties, any translation of this agreement shall not be used as a basis for interpreting this agreement or determining the intentions of the parties.

7.5 The termination or invalidity of this agreement or any of its provisions does not affect the validity of the provisions regarding interpretation of the agreement, liability for breach of contract, intellectual property rights, confidentiality, applicable law, and dispute resolution.