



# POLICY, TERMS AND CONDITIONS

Update 01.08.2022

## § 1. General Provisions

1. The following Terms and Conditions set out the type and scope of Services provided by China Verifier (hereinafter called "CHINA VERIFIER") with seat in Hong Kong Certificate of Incorporation: 3163760, Business Registration Ordinance: 74154938-000-06-22-2; Services are related to the report generated through the [www.chinaverifier.com](http://www.chinaverifier.com) webpage, hereinafter called "Report."

2. The following terms used in these Terms & Conditions mean:

a) Client – legal personality or private individual who placed an order to prepare a report about one company from the People's Republic of China, Hong Kong, or the Republic of China (Taiwan).

b) Chinaverifier.com webpage – software and database used for the Chinaverifier.com webpage.

c) Service – provision of the service described in §2 and §3 of the Terms and Conditions

3. The Client takes responsibility for connecting with the webpage [www.chinaverifier.com](http://www.chinaverifier.com) and covers all connection-related expenses.

4. The Client is obliged to use the Report in a lawful way, especially without infringing on the rights of third parties.



5. Using the [www.chinaverifier.com](http://www.chinaverifier.com) webpage and utilizing the delivered Report is tantamount to agreeing to the Terms and Conditions.

## § 2. Service

1. CHINAVERIFIER, by the means of the [www.ChinaVerifier.com](http://www.ChinaVerifier.com) webpage, delivers to the Clients necessary information related to a specified Chinese company in the form of the credit report.

2. One Credit Report may describe only one Chinese company

3. Related fees and expenses are included in § 3.

4. Preparing of the Report through the [www.chinaverifier.com](http://www.chinaverifier.com) webpage means:

- Placing an order using the [www.chinaverifier.com](http://www.chinaverifier.com) webpage ordering form. The Report will describe one Chinese company

- The CHINAVERIFIER experts look for all necessary information related to the company.

- The Report will be ready within 2–14 days; due to unforeseen circumstances, the preparation time may be elongated, about which CHINAVERIFIER will promptly notify the Client.

- After preparing the Report, it may be sent to the Client to an e-mail address of choice as a PDF file.

- In case the Client loses the Report, it may be sent to him or her again. The Report is stored on [www.chinaverifier.com](http://www.chinaverifier.com) servers for 6 months.



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### 3. Payment

1. The Parties agree that the price of one Report about one Chinese company is displayed on the relevant page of [www.ChinaVerifier.com](http://www.ChinaVerifier.com). The Client can order multiple Credit\_Reports during one order, with different prices, depending on the time when the Credit Report is delivered. The prices and delivery terms are set in the webpage.

2. All transactions done by credit card or e-transfer are carried out via PayPal.

a) Transactions may also be done by normal bank transfer; the client shall pay all wire transfer sending fees. ChinaVerifier will receive the payment within 1–4 working days

To ensure the full functionality of the transaction panel, the Client should:

a) Possess a device capable of connecting with the Internet using an internet browser compliant to W3C standards;

b) Turn on JavaScript and Cookies;

c) Download software for opening PDF files, for example Acrobat Reader.

b) Proof of purchase will be issued by CHINAVERIFIER. It is an online-generated order form, which is a basis for invoice. The electronic invoice will be sent to the Client through e-mail; after printing, it will become a legitimate invoice.



c) CHINAVERIFIER takes no responsibility for the Internet connection quality or the quality of other devices used by the Client to send the necessary data.

#### § 4. Compliant procedures

1. The Client may file a complaint if and when the provided Report was done improperly or was not provided on time. The complaint should contain the Client's data (which will enable CHINAVERIFIER to identify him or her), the reason for the complaint, and the description of all related circumstances.

2. The complaint should be sent to CHINAVERIFIER at the [reportes@chinaverifier.com](mailto:reportes@chinaverifier.com) email address.

#### § 5. Obligations of the Parties

1. The Client is obliged to:

a) Use the information obtained only in his or her own name and for his or her own needs and refrain from publishing, sharing, or publicizing the Report or any particular part of it in any possible way. The Report is protected by copyright, so any kind of sharing with a third party must be preceded by CHINAVERIFIER's written consent.

b) The Client should refrain from the following:

- Publishing the whole Report or any part of it by means of FTP or HTTP servers, on webpages, or by any other digital means of data sharing,



- Selling the Report or any part of it to a third party,
- Informing a third party about the Report as the source of information,
- Copying or modifying the Report or making any amendments to it.
- Modifying the digital form of the Report

c) The Client should take all of the necessary actions to ensure that the information provided in the Report will be kept within the Client's organization, using the same security means as those employed in order to protect the Client's own confidential information.

d) The Client should also keep confidential all of the information related to the realization of a contract between CHINAVERIFIER and the Client. This obligation is unlimited as to time.

e) The client is forbidden to send the Credit Report to the verified Chinese Company or any other Chinese company

2. CHINAVERIFIER holds no responsibility for:

a) Any mistakes committed by the Client in the process of filling the order form at the [www.chinaverifier.com](http://www.chinaverifier.com) webpage;

b) A delay in order delivery caused by the institution responsible for providing necessary documents, especially caused by the institution's computer network failure.

3. CHINAVERIFIER is responsible for:

a) Performing the services with due care and on the basis of rules provided in the Terms and Conditions, with exceptions listed in articles 5 and 6 of §5.



b) Receiving the Orders and answering them on the basis of rules provided in the Terms and Conditions;

c) Keeping the personal data entrusted by the Client confidential, though the data may be processed within legal standards;

d) Providing the Client with all information regarding the Services and the form of their performance.

4. CHINAVERIFIER stipulates that all of the respective sources, its criteria for choosing, and ways of storing the obtained data are confidential and cannot be disclosed to the Client.

5. The Client acknowledges that, due to the data-obtaining process, some data originating from one source may be duplicated or cumulated, so it may not be possible to verify the data originating from some sources.

The Client agrees that because of that, he or she will not make any claims to CHINAVERIFIER, especially compensation claims.

6. The Client acknowledges that the information provided in the Report may be not completely relevant, reliable, or true. The Client agrees that he will not make any claims to CHINAVERIFIER, especially compensation claims.

7. The Client is responsible for every usage of the Report that violates the Contract or the Terms and Conditions, especially every usage of the Report by an unauthorized person, or an event resulting from force majeure or other extraordinary events that make the provision of the service impossible and on which CHINAVERIFIER has no influence.



8. The Client entrusts his or her personal data to CHINAVERIFIER. The personal data will be processed according to the law of Hong Kong; the usage of data is limited to the provision of the Service and marketing operations of CHINAVERIFIER.

## § 5. Intellectual Property Law

As soon as the Client pays for the Service, a non-transferable and non-exclusive right of using the creative work is bestowed on him or her in accordance with rules stipulated in the Terms and Conditions.

1. The Client cannot transfer the proprietary rights of the Report to a third party.

2. The Client cannot analyze the ChinaVerifier.com server programming language in order to discover the actual source code. Re-running the source code, its decompilation, and disassemblation are also forbidden.

3. The Client acknowledges that CHINAVERIFIER holds the exclusive right to dispose its copyrights and industrial property rights related to the ChinaVerifier.com webpage. All the relevant notes about the property rights or copyrights cannot be modified, substituted, or removed.

4. The Client, under pain of invalidity, is not allowed to record, reproduce, or distribute the intellectual property rights and industrial property rights described above without the written consent of CHINAVERIFIER.

## § 6. Final Provisions



1. In the process of delivering services to the Clients, CHINAVERIFIER may make amendments to the Terms and Conditions, especially in the case of:

a) Changes of the related legal regulations or court rulings that have or may have influence on the rights and obligations of each Party;

b) Changes in the technical conditions used to provide the Service;

c) Organizational changes within CHINAVERIFIER;

d) Events resulting from force majeure or other extraordinary events, which make the provision of the service impossible and on which the CHINAVERIFIER has no influence.

2. The Client will be promptly informed by CHINAVERIFIER about the change, and the new version of the Terms and Conditions will be sent to his or her e-mail. All changes and amendments will be marked in a way that makes them easy to notice.

3. The new Terms of Service enter into force 7 days after their publication on the ChinaVerifier.com webpage. The Client may become acquainted with the new Terms and Conditions. A Client, who does not agree with the new Terms of Service may terminate a contract with immediate effect.

4. The Client acknowledges that CHINAVERIFIER offers its services through the Internet.

5. In matters not covered by the Terms and Conditions, the regulations of the Hong Kong are applicable.





6. If part of the Terms and Regulations are no longer valid, then the remaining part will still define the relationships between the Parties, unless the provisions of the particular Services are not possible under the new rules.

7. Placing an order on the ChinaVerifier.com webpage is tantamount to accepting the Terms and Conditions.

8. All data of the Client are stored and processed by ChinaVerifier.com in the process of providing the Services.

9. ChinaVerifier.com takes all the necessary steps to protect the personal data of Clients and any other data entrusted to ChinaVerifier.com.

10. For any matters not covered by these Terms and Conditions, the relevant provisions of the Hong Kong regulations.