

The CHinese ANcient Texts (CHANT) Database Subscription Agreement  
漢達文庫訂閱協議

Please read this agreement ("Agreement") carefully before submitting your application for subscription.

在提交訂閱申請前，請細閱本協議。

This Agreement is a legal agreement between you ("Subscriber") and THE CHINESE UNIVERSITY OF HONG KONG at Shatin, New Territories, Hong Kong SAR ("CUHK") with regard to your subscription of the D. C. Lau Research Centre for Chinese Ancient Texts ("RCCAT") online database ("CHANT").

本協議為閣下("訂戶")與香港特別行政區新界沙田香港中文大學("中大")就閣下訂閱劉殿爵中國古籍研究中心("中心")網上資料庫("漢達文庫")網上資料庫所簽訂的法律協議。

Subscriber hereby applies to access or to establish a connection to the CHANT Web Site ("Site"), which is developed by RCCAT, Institute of Chinese Studies of CUHK.

訂戶現申請進入或建立連線至中心所開發的漢達文庫網站文獻部分("網站")。

By usage of any part of the Site or materials therein, Subscriber is deemed to agree to the terms and conditions set forth in this Agreement. Subscriber of the Site will be bound by the terms and conditions of this Agreement. If you do not agree to this Agreement, please do not register or use the Site or materials therein.

訂戶一經使用網站之任何部分或其中之材料，即表示同意本協議內所訂定的各項條款。網站訂戶將接受本協議之各項條款約束。如閣下並不同意本協議，請勿登記或使用網站或其中之材料。

## 1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

### 一、確認及接受條款

Subscriber may access the Site in accordance with the terms and conditions of this Agreement, and any operating rules or policies, that may be published by RCCAT from time to time. Save as expressly referred to herein, any representation, warranty, term or condition not expressly set out in this Agreement shall not apply.

訂戶可依據本協議之條款及由中心不時發表之使用規則或政策進入網站。除於此明確註明適用外，任何未列明於本協議之聲明、保證、條文或條款，並不適用。

**BY COMPLETING THE REGISTRATION PROCESS AND CLICKING THE "I ACCEPT" BUTTON, SUBSCRIBER IS INDICATING HIS/HER AGREEMENT TO BE BOUND BY**

## ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

訂戶在完成註冊程序及按下「我接受」鍵後，即表示接受本協議的所有條文及條款。

## 2. DESCRIPTION OF SERVICE

### 二、服務簡介

RCCAT as a division of CUHK allows Subscriber to access a variety of services of the CHANT Database the Site via the World Wide Web. Subscriber must: (1) provide all equipment, including a computer and modem, necessary to establish a connection to the World Wide Web; and (2) provide for his/her own access to the World Wide Web and pay any telephone and/or connection service fees associated with such access.

中心是香港中文大學屬下的單位。中心容許訂戶透過互聯網使用設於網站內的各項服務。訂戶必須：（1）自備用以建立接連往互聯網之所有器材，包括電腦及數據機；及（2）自行建立其個人登入互聯網之聯繫，並繳付任何有關登入互聯網所需之電話及/或連接費用。

In consideration for CUHK, through RCCAT, to allow Subscriber to access the Site, Subscriber agrees to: (1) provide certain complete, and accurate information about Subscriber upon registration and (2) maintain and update such information to keep it current, complete and accurate. All such information shall be referred to as "Registration Data".

為使中大及中心容許訂戶進入網站，訂戶同意：（1）於登記時提供所需之完整及正確之訂戶個人資料；及（2）維持及更新該等資料，確保資料有效、完整及正確。所有此等資料稱為"登記資料"。

If any Registration Data provided by Subscriber is inaccurate, CUHK retains the right to terminate this Agreement and Subscriber's subscription and rights to use the Site.

如任何由訂戶提供之登記資料不正確，中大保留權利終止本協議及訂戶之訂閱並取消其使用網站的權利。

Subscriber grants CUHK the right to disclose to third parties certain Registration Data. However, such disclosures will not include Subscriber's name, mailing address, email address, account and phone number, unless CUHK is required to disclose such information by any applicable law or legal process served on CUHK.

訂戶授權中大向第三者披露登記資料。除非在法例或法律程序上有需要，否則中大不會披露訂戶之姓名、通訊地址、電子郵件地址、戶口及電話號碼等。

In return for the payment of a Subscription Fee (as specified below) and Subscriber's agreement to comply with the terms of this Agreement, CUHK hereby grants to Subscriber

and Subscriber hereby accepts from CUHK, effective from the date of registration or the date when the subscription fee is received by CUHK, whichever is later, a non-exclusive, non-transferable license to use the Site for a period, corresponding to the amount of paid Subscription Fee, as specified on the application.

在訂戶繳付下列有關之訂閱費及同意遵守本協議條款之前提下，中大授予訂戶而訂戶於此接受，一項非專用及不可轉讓的許可以使用網站。許可的生效日期由完成登記或中大收到訂閱費起計，並以二者中較後者為準。有效期限則以申請書上所註明及相應已繳付之訂閱費之適用期限為準。

訂閱資料庫分類 Subscription Categories		訂閱年費 Yearly Subscription Fee		
		HKD\$	USD\$	RMB¥
1	新甲骨文資料庫 New Jiaguwen Database	998	128	809
2	金文資料庫 Jinwen Database	830	105	664
3	竹簡帛書資料庫 Jianbo Database	520	64	417
4	先秦兩漢資料庫 Pre-Han and Han Database	830	105	664
5	魏晉南北朝資料庫 Six Dynasties Database	830	105	664
6	中國傳統類書資料庫 Leishu Database	330	42	264
7	中國古代詞彙資料庫 Lexicon Database	330	42	264
<b>特別優惠 Special Offers</b>				
1	同時訂閱 7 個資料庫 Subscription for 7 Databases	15% off		
2	訂閱超過一年 Subscription for more than 1 year:			
	a. 2-4 years	10% off		
	b. 5 years or above	20% off		

### 3. CHANGES TO TERMS OF SERVICE

#### 三、服務條款之修改

CUHK may change the terms and conditions of this Agreement from time to time. Subscriber's continued use of the Site constitutes an affirmative: (1) acknowledgment by Subscriber of this Agreement and the changes; and (2) agreement by Subscriber to abide and be bound by this Agreement and the changes.

中大可不時修改本協議之條款。當訂戶繼續使用網站，即代表：(1) 訂戶接受本協議及有關之修訂；及 (2) 訂戶同意遵守及接受本協議及所有修訂之約束。

### 4. MODIFICATIONS TO SERVICE

#### 四、服務之變更

CUHK reserves the right to suspend, modify or discontinue any part or all of the Site with or without notice to Subscriber.

中大保留無須事先知會訂戶而暫停、變更或終止網站之任何部分或全部服務之權利。

CUHK shall not be liable to Subscriber or any third party should CUHK exercise its right to modify or discontinue any part or all of the Site.

如中大行使其變更或終止網站之任何部分或全部，中大無須向訂戶或任何第三者負責。

CUHK reserves the right to restrict the use of the Site and to suspend or revoke Subscriber's right to use the Site based on CUHK's belief that Subscriber's use of the Site violates this Agreement or applicable law. In such case no refund would be made.

如中大相信訂戶違反本協議之條款或有關之法例，中大保留權利以限制網站之使用及暫停或取消訂戶使用網站之權利。在此情況下，已繳交之款項將不獲退還。

## 5. SUBSCRIBER'S LOGIN NAME, PASSWORD, AND SECURITY

### 五、訂戶登記名稱、密碼及安全使用

Subscriber agrees to be solely responsible for all access to the Site by the user of the Subscriber's login name and password assigned by CHANT, and for ensuring that such access complies fully with the provisions of this Agreement.

訂戶同意個人承擔所有以訂戶之登錄名稱及漢達文庫所編配之密碼進入網站之責任，亦同意確保如此進入網站須完全符合本協議之條款。

Subscriber agrees to immediately notify CUHK of any unauthorized use of Subscriber's account or any other breach of security known to Subscriber.

訂戶同意在知悉訂戶之戶口被盜用或任何違反安全使用之行為時，立即通知中大。

## 6. DISCLAIMER OF WARRANTIES

### 六、免責聲明

6.1 CUHK warrants that RCCAT has made all reasonable efforts commensurate with the standard of research centres to make the content of the Site extensive. The Site will be regularly updated by RCCAT.

(六.一) 中大保證中心已作出符合以研究中心為準則之所有合理努力，以促使網站之內容廣泛。中心將會定期更新網站。

6.2 CUHK does not warrant that the access to the Site will be uninterrupted or error free.

(六.二) 中大並不保證網站之連接/進入會不受干擾或沒有錯誤。

6.3 Other than Clause 6.1 above, any statement, condition or warranty, express or implied, statutory or otherwise, as to the quality, merchantability, or suitability or fitness for any particular purpose of the Site is hereby excluded and CUHK shall not be liable to Subscriber or any other persons for loss or damage (whether directly, consequentially, or incidentally) arising directly or indirectly in connection with the use of or the inability to use the Site.

(六.三) 除上列之(六.一)條外,大學不作任何明示的或暗示的陳述或保證。大學並未明示或暗示地保證網站的質量、可銷售性或適用於某特定用途。中大不需向訂戶或任何人承擔任何直接地或間接地因使用或不能使用網站而引致之損失或損害(包括直接的、附帶的或意外引起的)。

## 7. NO RESALE OR COMMERCIAL USE OF THE SUBSCRIPTION

七、不得將訂戶使用網站之權利轉售或作商業用途

Subscriber's right to use the Site is personal to Subscriber. Subscriber may be an individual or an institution entity. Subscriber agrees not to sub-license, rent, lease, loan, assign or transfer any rights granted by CUHK. Any attempt at such sub-license, rent, lease, loan, assignment or transfer is void.

訂戶使用網站之權利只限訂戶個人使用。訂戶可以為個人或機構為單位。訂戶同意不會轉授、出租、租賃、借出、轉讓或轉移任何由中大授予之權利。任何此等轉授、出租、租賃、借出、轉讓或轉移俱屬無效。

Subscriber agrees not to download, copy, modify, adapt, merge, translate, reverse engineer, disassemble the whole or any part of the Site. Subscriber may download search results solely for personal and internal use provided that Subscriber keeps intact all copyright and other proprietary notices. Derivative works are not allowed unless prior written approval from CUHK has been obtained. Subscriber agrees to acknowledge the source of the downloaded material in any publication resulted from the use of Site materials by endorsing the Proprietary Notice specified in Clause 11, Proprietary Right To Content, below.

訂戶同意不會將網站或其任何部分下載、複製、修改、改編、合併、翻譯、倒序製造或拆解。訂戶可從網站下載搜索結果,但有關結果只限作私人及內部用途,訂戶並須完整保存所有版權及其他知識產權告示。除非事先得到中大書面許可,訂戶不得利用網站上任何資料製作衍生作品。訂戶同意於所有引用網站資料之著作內,引用下列第十一條"內容之知識產權"內所載之知識產權告示,確認從網站下載資料之來源。

## 8. INDEMNIFICATION

## 八、賠償條款

Subscriber agrees to indemnify and hold CUHK harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Subscriber's use of the Site, the violation of this Agreement by Subscriber, or the infringement by Subscriber, or other user of the Site using Subscriber's login name and password, of any intellectual property or other right of any person or entity.

訂戶同意對中大因訂戶使用網站、或訂戶違反本協議、或因訂戶或其他使用訂戶之登記名稱及密碼而使用網站的使用者，侵犯任何知識產權或任何其他人士或單位的其他權利所造成的損失作出賠償及保證中大不招致任何索償或索求，包括合理的律師費用。

## 9. TERMINATION

### 九、終止

Either Subscriber or CUHK may terminate this Agreement with or without cause at any time and effective immediately. Subscriber's termination shall be effected by a written notice to CUHK. CUHK shall not be liable to Subscriber or any third party for termination of this Agreement and/or any service relating to the Site.

訂戶或中大任何一方可不論因由隨時終止本協議。訂戶如欲終止本協議，須以書面通知中大。對於終止本協議及/或任何有關網站之服務，中大並不須向訂戶或任何第三者負上責任。

Should Subscriber objects to any terms and conditions of this Agreement or any subsequent changes/modifications thereto or become dissatisfied with the Site in any way, Subscriber's only recourse is to immediately (1) discontinue use of the Site; (2) terminate this Agreement; and (3) notify CUHK of termination.

訂戶如對協議內任何條款或條文或任何其後的修改或變更有異議，或對網站有不滿之處，訂戶只可立即：（1）停止使用網站；（2）終止本協議；及（3）通知中大終止本協議。

Upon termination of this Agreement, Subscriber's right to use the Site immediately ceases.

訂戶一旦終止本協議，其使用網站之權利立刻停止。

CUHK retains the right, at CUHK's sole discretion, to determine whether or not Subscriber's conduct is consistent with the terms and conditions and spirit of this Agreement and may terminate this Agreement if a Subscriber's conduct is found to be inconsistent with this Agreement.

中大有全權決定訂戶之行為是否符合本協議的條款及精神。如訂戶之行為被認為有違本協議，中大有權終止本協議。

## 10. NOTICE

### 十、通知

All notices to a party shall be in writing and shall be made either via email or conventional mail. CUHK may publish notices or messages through the Site to inform Subscriber of changes to this Agreement, the Site, or other matters of importance. Such publication shall constitute notice to Subscriber.

給予協議一方的通知，須以書面形式透過電郵或郵寄方式發出。中大可經網站公佈通知或發放信息，告知訂戶有關本協議或網站之修改或其他重要事項。有關公佈或發放均被視作正式通知。

## 11. PROPRIETARY RIGHTS TO CONTENT

### 十一、內容之知識產權

The Proprietary Notice means the following notices and legends (which may be amended by notice by CUHK to Subscriber from time to time).

有關之知識產權告示即指下列之告示及說明（中大可不時將修改內容通知訂戶）。

"The CHANT Web Site Reserved Area was developed by the D. C. Lau Research Centre for Chinese Ancient Texts, the Institute of Chinese Studies, a division of The Chinese University of Hong Kong in whom all proprietary rights reside.

The CHANT Web Site Reserved Area is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No part of the CHANT Web Site Reserved Area shall be reproduced or adapted without prior written permission approved by CUHK.

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漢達文庫網站文獻部分是受本地版權條例及國際版權條約及其他國際知識產權法例及條約保障。任何人士未經事先書面許可均不得複製或改編漢達文庫網站文獻部分之任何一部分。

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## 12. LAWS

### 十二、法例

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, People's Republic of China, excluding its conflict of law provisions.

本協議受中華人民共和國香港特別行政區法例管限及解釋。

Subscriber and CUHK agree to submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

訂戶及中大同意接受香港特別行政區法庭之專有審判權。

If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

若本協議內任何條文與被有司法管轄權之法庭判定法律相抵觸時，則有關條文將依最如實反映雙方意願之意義解釋，而其它條文則維持完整的效力及意思。

CUHK's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CUHK in writing.

除在獲得中大書面確認及同意下，若中大未有行使或執行本協議之任何條文，並不構成中大放棄任何有關之權利或條文。

Subscriber and CUHK agree that any cause of action arising out of or related to this Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

訂戶及中大同意任何因本協議而引起的訴訟或與本協議有關的訴訟，均須在該訴訟因由產生後一年內提出，否則該訴訟將永久被禁制。

The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

本協議內之條文標題僅為方便而設，並不具法律或合約效力。

This Agreement is prepared in English with a Chinese translation. The English text shall prevail in the event of any inconsistency between the two versions.

本協議以英文草擬，並附中文譯本。如兩種文本意義出現分歧，則以英文版本為準。