附件4

中国电信用户入网协议（2024线上版）

Customer Service Agreement
of China Telecom (2024 online version)

甲方：

Party A(“Customer”):

乙方：中国电信XX分公司

Party B(“China Telecom”): China Telecom \_\_\_\_\_\_\_\_

**重要提示：**

**Important Notice:**

1. **甲方应当为具有完全民事行为能力的自然人。如甲方为无民事行为能力人或限制民事行为能力人，甲方签署本协议应当经过其法定代理人同意并由法定代理人同时签署本协议。**

**Customer should be a natural person with full capacity for civil conduct. If Customer is a person with limited or no capacity for civil conduct, Customer must sign this agreement (“Agreement”) with the consent of their legal representative, who should also sign this Agreement.**

1. **在签署本协议前，请甲方或其代理人仔细阅读本协议各条款，如有疑问请及时咨询。**

**Please read the terms of this Agreement carefully before signing and consult promptly if Customer or Customer’s representative has any questions.**

1. **乙方尊重并保护用户的个人信息，制定了《中国电信个人信息保护政策》，已向甲方告知有关乙方提供本协议项下服务适用的个人信息处理规则。**

**China Telecom respects and protects customers' personal information. China Telecom has formulated the China Telecom Personal Information Protection Policy, which informs Customer of the rules for processing personal information applicable to the services provided under this Agreement.**

1. **如甲方为不满十四周岁的未成年人的，甲方父母或其他监护人须同时签署《中国电信儿童个人信息处理知情同意书（适用于不满十四周岁的未成年用户）》（“知情同意书”）。乙方尊重并保护儿童个人信息，制定了《中国电信儿童个人信息处理规则》，作为知情同意书的附件，向甲方告知有关乙方提供本协议项下服务适用的儿童个人信息处理规则。**

**If Customer is a minor under the age of 14, Customer's parents or other guardians must also sign the** ***Notification and Consent Letter of China Telecom for Processing Children's Personal Information (for minors under the age of 14) ("Notification and Consent Letter").* China Telecom respects and protects children's personal information. China Telecom has formulated the *Children's Personal Information Processing Policy of China Telecom*, which is attached to the Notification and Consent Letter, informing Customer of the rules applicable to the processing of children's personal information under this Agreement.**

1. **甲方或其代理人/监护人签署本协议即视为完全理解并同意接受本协议的全部条款。**

**The signature of Customer or Customer’s representative/guardian on this Agreement signifies their full understanding and acceptance of all terms of this Agreement.**

1. **甲方所需的业务内容、办理方式以及资费方案请详见乙方的相关业务说明。**

**For details on the content of services, application methods, and fee schemes required by Customer, please refer to the relevant business descriptions provided by China Telecom.**

1. **本协议为中英双语版，如两种版本产生不同解释或其含义产生分歧，以中文版本为准。**

**This Agreement has been drafted in both Chinese and English languages. In the event of any discrepancy between the two versions, the Chinese version shall prevail.**

根据《中华人民共和国民法典》《中华人民共和国个人信息保护法》《中华人民共和国数据安全法》《中华人民共和国网络安全法》《中华人民共和国反电信网络诈骗法》《中华人民共和国电信条例》及其他有关法律、法规的规定，甲乙双方在自愿、平等、公平、诚实信用的基础上，就电信服务的相关事宜，达成如下协议：

In accordance with *the Civil Code of the People's Republic of China, the Personal Information Protection Law of the People's Republic of China, the Data Security Law of the People's Republic of China, the Cybersecurity Law of the People's Republic of China, Law of the People's Republic of China on Combating Telecom and Online Fraud, the Telecommunication Regulations of the People's Republic of China*, and other relevant laws and regulations, Customer and China Telecom reach the following agreement on matters related to telecommunication services based on voluntariness, equality, fairness, honesty and credit:

1. **用户真实身份信息登记要求**

**Requirements for Customer's Real Identity Information Registration**

* 1. 根据《中华人民共和国反电信网络诈骗法》《电话用户真实身份信息登记规定》（工业和信息化部令第25号）及有关登记实施规范要求，甲方办理入网手续时须向乙方出示二代居民身份证、外国人永久居留身份证（仅限外国公民使用）、提供真实身份信息，并通过乙方在线视频实人认证等认证方式完成身份信息核验（具体认证方式以乙方网络渠道页面提示为准）。如甲方申办乙方移动电话卡（含无线上网卡），但未完成在线实人认证程序的，乙方将委托第三方递送电话卡给甲方，并授权第三方现场查验甲方身份信息、收集相关资料，甲方须予以配合。

In accordance with the *Law of the People's Republic of China on Combating Telecom and Online Fraud, the Regulations on the Real Identity Information Registration of Telephone Users (Ministry of Industry and Information Technology Decree No. 25),* and relevant registration implementation standards, Customer is required to present the second generation resident ID card or the Foreign Permanent Resident ID card (only for foreign citizens) when handling the procedures of applying customer services from China Telecom. Customer is also obliged to provide real identity information and complete the real identity verification through China Telecom’s online video real person authentication and other authentication methods (the specific authentication method shall be subject to the instructions provided on China Telecom’s online pages). In the event that Customer applies for China Telecom’s mobile phone card (including wireless network card) but falis to completed the online real person authentication process, China Telecom will entrust a third party to deliver the phone card to Customer. China Telecom will also authorize the third party to verify Customer's identity information on-site, collect the relevant materials, and Customer is expected to cooperate accordingly.

* 1. 甲方应当保证登记的信息及提供的身份信息登记资料真实、有效、准确、完整，并有义务配合乙方或乙方授权的第三方进行查验。甲方可以通过乙方相应渠道查询已登记的身份信息。如不符合用户真实身份信息登记相关法律法规和规定、或登记信息发生变化的，甲方应当及时到乙方营业网点更正或变更。因甲方登记信息不符合规定或未及时办理更正或变更手续等造成的后果，由甲方自行承担。

Customer is responsible for ensuring that the registered information and provided registration materials of identity information are true, valid, accurate, and complete. Customer is obligated to cooperate with China Telecom or third parties authorized by China Telecom in the verification. Customer can inquire about the registered identity information through China Telecom's designated channels. Customer shall promptly correct or change the identity information at China Telecom's business outlets if it does not comply with relevant laws and regulations or if the registration information provided changes. Any consequences resulting from Customer’s failure to comply with the regulations or to handle the correcting or updating procedures promptly shall be borne by Customer.

* 1. 甲方申请入网时，在中国电信全国范围内登记在同一个个人用户名下的移动电话卡达到5张的，乙方根据国家相关规定不再为其开办新的移动电话卡。

If Customer applies for customer services and already has five mobile phone cards registered under the same individual customer nationwide within China Telecom, China Telecom will not provide new mobile phone cards for Customer in accordance with relevant national regulations.

* 1. 乙方有权按照《中华人民共和国反电信网络诈骗法》，对监测识别的涉诈异常电话卡用户重新进行真实身份信息核验。对未按规定核验或核验未通过的，乙方有权限制、暂停有关电话卡功能。

China Telecom has the right to carry out real identity verification again for the customers of telephone cards monitored and identified to be abnormal and involved in fraud according to *the Law of the People's Republic of China on Combating Telecom and Online Fraud*. If the verification is not carried out as required or the verification is not passed, China Telecom has the right to restrict or suspend the functions of the relevant telephone cards.

1. **甲方的权利和义务**

**The Rights and Obligations of Customer**

* 1. 甲方有权监督乙方的电信服务质量，及时提出改善意见和建议；对电信服务持有异议的，可以向乙方进行咨询或投诉。

Customer has the right to supervise the quality of telecommunications services provided by China Telecom and to provide suggestions and recommendations for improvement in a timely manner. If there are any objections to the telecommunications services, Customer may consult with or lodge a complaint to China Telecom.

* 1. 甲方有权自主选择乙方依法提供的各类电信业务，有权自主选择乙方公示的资费方案，有权自主选择乙方提供的各类业务办理、咨询、查询和投诉渠道。对于部分乙方业务，甲方有权自业务办理成功后7日内按照相应的业务规则申请办理退订且无需因退订支付违约金。具体适用业务范围及退订规则（包括但不限于甲方应当交纳已使用的电信费用）以甲方办理业务时签署的业务登记单或乙方公示信息为准。

Customer has the right to independently select from various telecommunications services provided by China Telecom in accordance with the law. Customer has the right to independently choose the service fee schemes publicized by China Telecom, and to independently select from various channels of business handling, consulting, inquiry, and complaint provided by China Telecom. For part of the services provided by China Telecom, Customer is entitled to apply for cancellation in accordance with the relevant service rules within 7 days after the successful subscription of the services, without incurring any cancellation penalty. The specific services eligible for cancellation and the detailed cancellation rules (including but not limited to paying telecommunications expenses that already occurred) shall be subject to the service registration forms signed by Customer when handling the services or the information publicized by China Telecom.

* 1. 甲方有权自主选择取得入网许可的终端、设备，并负责安装、调测和维护（包括建筑内自建管线的维护）。**甲方自主选择的终端、设备应当具备符合乙方网络的相应功能，否则可能无法支持所选择的电信服务，甲方将自行承担损失。**

Customer has the right to independently choose terminals and equipment that apply for licenses of receiving customer services and is responsible for their installation, commissioning, and maintenance (including the maintenance of self-built pipelines within buildings). **The terminals and equipment chosen by Customer should have the corresponding functions compatible with China Telecom's network; otherwise, such terminals and equipment may not support the selected telecommunications services, and Customer will bear the loss.**

* 1. 甲方对乙方提供给甲方使用但所有权归乙方的线路、设备或终端有保管责任，不得转借、出租、出售或赠与他人，也不得用于非乙方提供的业务中。**由于甲方原因造成该等线路、设备或终端损坏、丢失的，甲方需承担修复费用或按价赔偿。**

Customer is responsible for maintaining the lines, equipment, or terminals provided for Customer's use and owned by China Telecom. Customer shall not lend, rent, sell, or give them to others, nor use them for services not provided by China Telecom. **If the damage or loss of such lines, equipment, or terminals is caused by Customer, Customer shall be responsible for the repair costs or compensation according to the price.**

* 1. **甲方应当按照约定的交费时间和方式及时、足额交纳电信费用。电信费用计费周期一般为自然月，即每月1日0时至当月最后一日24时，双方另有约定的除外。逾期交纳电信费用（欠费）的，甲方须每日按所欠费用3‰的标准支付违约金，并承担相应违约责任。由于通信设备产生费用清单及相关处理会有时延（如国际漫游业务等），可能会发生上一计费周期的部分电信费用计入下一计费周期收取的情况。**

**Customer is obligated to pay the telecommunications fees in full and on time, according to the agreed-upon payment schedule and manner. Telecommunications fees are generally billed on a monthly basis, starting at 0:00 on the first day of each month and ending at 24:00 on the last day of the month, unless otherwise agreed upon. If Customer fails to pay the telecommunications fees on time (arrears), Customer is obligated to pay a penalty of 3‰ of the outstanding telecommunications fees per day and bear the corresponding liability for the breach of contract. Due to the time delay in generating billing lists and related processing (such as international roaming services) by communication equipment, some telecommunications fees from the previous billing cycle may be charged in the next billing cycle.**

* 1. 甲方可以自愿订购或退订第三方服务提供商通过乙方网络提供的增值电信服务，并同意乙方根据第三方服务提供商的委托代为收取相关费用。如甲方对代收费用有异议，可以向第三方服务提供商或乙方提出，由第三方服务提供商自行解决或由乙方协调第三方服务提供商解决。

Customer may voluntarily subscribe to or unsubscribe from value-added telecommunications services provided by third-party service providers through China Telecom's network. Customer agrees that China Telecom will collect relevant fees on behalf of the third-party service providers. If Customer has any objections to the fees collected by China Telecom on behalf of third-party service providers, Customer may raise the issue with the third-party service provider or China Telecom. The issue will be resolved by the third-party service provider independently or be resolved by the third-party service provider with China Telecom’s coordination.

* 1. 甲方对交纳的电信费用及代收费用有异议的，应当在乙方计费原始数据保存期限内向乙方提出。

If Customer has any objections to the telecommunications fees and fees collected by China Telecom on behalf of third-party service providers, Customer shall raise the issue with China Telecom within the period for which China Telecom retains the original billing data.

* 1. 甲方有权自主选择或终止以代扣、银行托收等方式支付电信费用，并自主到银行等机构或具备受理条件的营业网点等渠道办理相应手续。

Customer has the right to independently choose to use or terminate payment methods for telecommunications fees, such as withholding, bank collections, etc., and to handle the corresponding procedures at banks, business outlets, or other institutions or channels with the necessary admissibility conditions.

* 1. 甲方通信自由和通信秘密受法律保护。公安机关、国家安全机关、人民检察院及依据法律法规有权进行调查的其他部门根据相关规定提出调查要求的，乙方将依法配合。

Customer’s freedom and privacy of communication are protected by law. However, if public security authorities, state security authorities, people’s procuratorates, and other authorities with the statutory right to investigate make requests for investigations in accordance with relevant regulations, China Telecom will cooperate in accordance with the law.

* 1. 甲方不得非法买卖、出租、出借名下的电话卡、物联网卡、电信线路、短信端口等。甲方应当确保电信服务的实际使用人信息与乙方登记信息一致，如需转让给他人使用或实际使用人信息发生变化，甲方须按本协议关于用户真实身份信息登记的约定，办理过户手续或变更实际使用人信息，否则乙方有权采取关停相关服务或功能、解除协议以及有权机构要求的其他措施。由此产生的后果和法律责任，由甲方全部承担。

Customer is prohibited from illegally buying, selling, renting, or lending telephone cards, Internet of Things cards, telecom lines, SMS ports, etc., registered under Customer’s name. Customer shall ensure that the information of the actual customer of the telecommunications services is consistent with the registration information collected by China Telecom. If Customer needs to transfer the telecommunications services to others or the information of the actual customer changes, Customer shall handle the transfer procedures or change the information of the actual customer according to the provisions of “I. Requirements for Customer's Real Identity Information Registration” of this Agreement. Otherwise, China Telecom reserves the right to suspend relevant services or functions, terminate the Agreement, and take other measures required by the competent authorities. Customer shall bear all the consequences and legal responsibilities arising therefrom.

* 1. 甲方不得利用乙方通信资源、电信服务等制作、复制、发布、传播含有以下内容的信息或从事下列违法违规、违背公序良俗的活动，否则乙方有权暂停或限制向甲方提供电信服务，直至终止电信服务。由此产生的后果，乙方不承担责任：

Customer is prohibited from utilizing China Telecom's communication resources, telecommunications services, etc., to generate, reproduce, disseminate, or propagate information containing the following content or engage in the following activities that are illegal and violate public order and good customs. In the event of such violations, China Telecom reserves the right to suspend or limit the provision of telecommunications services to Customer, up to and including the termination of the services. China Telecom shall not be responsible for the consequences arising from such actions:

1. 反对宪法所确定的基本原则，破坏国家宗教政策，宣扬邪教和封建迷信的；

Being opposed to the basic principles defined in the constitution, undermining religious policies of the country, or propagating cults or feudal superstitions;

1. 危害国家安全、荣誉和利益，泄露国家秘密，颠覆国家政权，破坏国家统一的；

Compromising national security, national honor or interest; divulging national secrets, subverting national authority, or undermining national unity;

1. 宣扬恐怖主义、极端主义，煽动民族仇恨、民族歧视，破坏民族团结的；

Propagating terrorism and extremism, inciting ethnic hatred or ethnic discrimination, or undermining racial unity;

1. 散布虚假信息、诈骗信息、谣言，扰乱经济秩序和社会秩序，破坏社会稳定的；

Spreading false information, fraudulent information, rumors, disrupting economic order and public order, and undermining social stability;

1. 散布涉及实施诈骗，制作或销售违禁物品、管制物品，淫秽、色情、赌博、暴力、凶杀、恐怖或教唆犯罪的；

Spreading information related to fraud, producing or selling prohibited items, controlled items, obscenity, pornography, gambling, violence, murder, terrorism, or inciting crimes;

1. 侮辱或诽谤他人，侵害他人名誉、隐私、知识产权和其他合法权益的；

Insulting or defaming others, infringing upon others' reputation, privacy, intellectual property rights, and other legitimate rights and interests;

1. 发送违法信息、拨打诈骗电话，未经接收方同意或请求、或接收方明确表示拒绝的情形下发送骚扰信息或商业性信息、拨打骚扰话音或商业性话音的；

Sending illegal information, making fraudulent calls, sending harassing information or commercial information, or making harassing voice calls or commercial voice calls without the recipient's consent or request, or if the recipient explicitly refuses;

1. 其他利用乙方通信资源、电信服务等制作、复制、发布、传播违法犯罪信息或进行违法活动的行为。

Other acts of using China Telecom's communication resources, telecommunications services, etc., to produce, reproduce, release, or spread illegal and criminal information or engage in illegal activities.

* 1. 甲方不得实施或协助他人实施下列危害乙方网络安全和信息安全的行为，否则乙方有权暂停或限制向甲方提供电信服务，直至终止电信服务。由此产生的后果，乙方不承担责任：

Customer is prohibited from carrying out or assisting others in the execution of the following acts that endanger China Telecom's network and information security. In the event of a violation, China Telecom reserves the right to suspend or limit the provision of telecommunications services to Customer, up to and including the termination of the telecommunications services. China Telecom shall not be responsible for the consequences arising from such actions:

1. 侵入或非法控制乙方网络或电信设备，盗接乙方电信线路、非法复制乙方电信码号；

Intrusing or illegally controlling China Telecom's network or telecommunications equipment, illicitly intercepting China Telecom's telecommunications lines, or illegally copying China Telecom's telecommunications codes;

1. 非法获取、删除、修改乙方网络或电信设备中存储、处理、传输的信息和应用程序；

Illegally obtaining, deleting, or modifying information and applications stored, processed, or transmitted in China Telecom's network or telecommunications equipment;

1. 利用乙方网络从事窃取或破坏他人信息、损害他人合法权益的活动，制作、传播、使用网络改号软件以及对他人进行骚扰的恶意软件；

Using China Telecom's network to engage in activities that steal or damage others' information, violate others' legitimate rights and interests, or produce, disseminate, and utilize software that alters network numbers or malware that harasses others;

1. 提供从事入侵乙方网络、干扰网络正常功能、传输扩散违法信息、窃取网络数据等危害网络安全活动的工具及制作方法；

Providing tools and their production methods for committing acts that jeopardize network security, such as invading China Telecom's network, disrupting normal network functions, transmitting and disseminating illegal information, and stealing network data, etc.;

1. 设立用于实施诈骗，传授犯罪方法，制作或销售违禁物品、管制物品等违法犯罪活动的网站、通讯群组的；

Establishing any website or online communication group with the intent of perpetrating fraud, disseminating criminal methods, manufacturing or selling prohibited or controlled items, or engaging in other illegal criminal activities;

1. 故意制作、复制、传播计算机病毒或以其他方式攻击网络等电信设施；

Intentionally creating, reproducing, or disseminating computer viruses or attacking telecommunications facilities such as networks in other ways;

1. 使用未取得入网许可或可能影响网络安全、网络质量的终端设备或软件的；

Using terminal equipment or software without permission of receiving customer services which may compromise network security and quality;

1. 危害乙方网络安全和信息安全的其他行为。

Other actions that endanger China Telecom's network and information security.

* 1. **甲方同意乙方基于提供电信服务、保障通信服务安全、与甲方沟通联系目的处理并与乙方关联公司共享甲方信息，包括身份信息、服务数据及日志信息等。身份信息包括但不限于通过识别仪、高拍仪、纸质表单、互联网等方式收集的姓名、出生日期、身份证件号码等身份证件登记信息、拍摄的影像、住址、电话号码、电子邮箱等；服务数据及日志信息包括但不限于甲方在使用乙方服务过程中上传和产生的位置信息、终端信息、通话记录、使用记录、订购信息、账单、网络信息等。乙方处理甲方个人信息的规则，见《中国电信个人信息保护政策》。如甲方不同意提供或不同意乙方处理如上的某一或某些信息，甲方将可能无法成为乙方的用户或无法享受乙方提供的某些服务，或无法达到相关服务拟达到的效果。本协议解除或终止后，乙方不再收集甲方新的信息，并将按照相关法律法规规定对本协议存续期间收集的甲方信息进行处理。**其中乙方关联公司是指乙方现在或将来控制、受控制或与其处于共同控制下的任何公司、机构以及上述公司或机构的合法继承人。其中“控制”是指直接或间接地拥有影响所提及公司或机构管理的能力，无论是通过所有权、有投票权的股份、合同或其他被人民法院认定的方式。

**Customer agrees that China Telecom may process and share Customer's information, including identity information, service data, log information, etc. with China Telecom's Affiliated Companies. This is intended for the provision of telecommunications services, ensuring the security of communication service, and communicating with Customer. Identity information includes but is not limited to name, date of birth, ID card numbers and other identity registration information, images captured, addresses, phone numbers, and email addresses, etc. This information is collected through identifying instruments, high-speed cameras, paper forms, the Internet, etc. Service data and log information include but are not limited to location information, terminal information, call records, usage records, subscription information, bills, and network information, etc. This information is uploaded and generated by Customer during the use of China Telecom's services. The rules for China Telecom to process Customer's personal information can be found in the *China Telecom Personal Information Protection Policy*. If Customer does not agree to provide or allow China Telecom to process any or some of the aforementioned information, Customer may not be able to become a customer of China Telecom or obtain some services provided by China Telecom, or may not obtain the effect that the relevant services intended to achieve. Upon the termination or expiration of this Agreement, China Telecom will no longer collect new information from Customer and will process the information collected during the term of this Agreement in accordance with relevant laws and regulations.** “China Telecom’s Affiliated Companies” refer to any company or organization that is currently controlled by, under common control with, or in control of China Telecom, or will be in the future, as well as the legal successors of the aforementioned companies or institutions. “Control” refers to the ability to directly or indirectly influence the management of the mentioned company or organization, whether through ownership, voting shares, contracts, or other means recognized by the People's Court of the People's Republic of China.

* 1. **未经甲方授权同意，乙方不向第三方提供甲方信息。如甲方授权与乙方有合作关系的银行等金融机构、依法设立的征信机构、数据服务机构、信息查询服务机构、信息验证服务机构、互联网企业等第三方向乙方收集、核验甲方信息，甲方同意乙方有权向该等第三方提供相关的甲方信息和核验信息。**

**Without Customer's authorization and consent, China Telecom is prohibited from transferring Customer's information to third parties. If Customer authorizes third parties with whom China Telecom maintains a cooperative relationship such as banks or other financial institutions, legally established credibility agencies, data service agencies, information inquiry service agencies, information verification service agencies, and internet companies to collect and verify Customer's information, Customer thereby agrees that China Telecom is entitled to provide the relevant information to such third parties and verification information through such third parties.**

* 1. 为保护公共利益、优化电信服务质量、保障甲方电信服务知情权、及时警示通讯信息诈骗、创新电信服务体验，甲方同意乙方使用甲方信息通过营业网点、网站、短信、互联网媒体、电子邮件、语音外呼等方式，向甲方告知社会公益、电信服务、业务使用、诈骗风险警示等信息。

In order to protect public interests, enhance the quality of telecommunications service, safeguard Customer's right to be informed about telecommunications services, provide timely warnings against communication information fraud, and innovate the telecommunications service experience, Customer agrees that China Telecom will use Customer's information. Customer’s information will be used to inform Customer of matters pertaining to social public welfare, telecommunications services, business usage, fraud risk warnings, and other information through business outlets, websites, text messages, internet media, email, voice calls, and other methods.

* 1. 甲方有权自主选择携号转网服务，即在保持移动电话号码不变的情况下变更签约的电信运营企业。甲方办理携号转网业务应当符合工业和信息化部携号转网有关文件的规定条件和程序。

Customer reserves the right to independently choose the service of number portability, that is, to switch the signed telecommunications operator while maintaining the mobile phone number unchanged. Customer should comply with the relevant conditions and procedures stipulated in the documents of the Ministry of Industry and Information Technology on number portability when handling the number portability service.

* 1. 办理携号转网业务过程中，甲方同意乙方将必要的甲方身份信息提供给工业和信息化部集中业务管理系统（CSMS系统），用于比对携入方和携出方登记的身份信息是否一致。

During the process of handling the number portability service, Customer consents to China Telecom providing the necessary identity information of Customer to the Centralized Services Management System (CSMS system) of the Ministry of Industry and Information Technology's for comparison with the identity information registered by the incoming and outgoing party.

1. **乙方的权利和义务**

**Rights and Obligations of China Telecom**

* 1. 乙方在其通信网络与设施覆盖范围内，向甲方提供电信服务；其中，乙方在签订有自动漫游协议的国家和地区的电信运营商的网络覆盖范围内为甲方提供国际移动通信漫游服务及港澳台地区移动通信漫游服务。乙方提供的电信服务应符合国家规定的电信服务质量标准。

Within the coverage of its communication network and facilities, China Telecom is obliged to provide telecommunications services to Customer. This includes the provision of international mobile communication roaming services and mobile communication roaming services in Hong Kong, Macao, and Taiwan, within the network coverage of telecommunications operators in countries and regions that have signed automatic roaming agreements. The telecommunications services provided by China Telecom shall comply with the quality standards for telecommunications service stipulated by the country.

* 1. 乙方免费向甲方提供中华人民共和国境内（为本协议目的，仅限大陆地区，不含港澳台）火警、匪警、医疗急救、交通事故报警等紧急呼叫服务。

China Telecom is committed to providing emergency call services, such as fire alarms, police alarms, medical emergencies, and traffic accident alarms, within the territory of the People's Republic of China (for the purpose of this Agreement, only include Mainland China, excluding Hong Kong, Macao, and Taiwan) for free.

* 1. 乙方根据生产经营成本、电信市场供求状况等因素，合理确定并公示电信业务资费方案。

China Telecom is responsible for reasonably determining and publicizing the telecommunications service fee schemes. This determination is based on factors such as costs of production and operation, and the supply and demand situation in the telecommunications market.

* 1. 乙方可以通过营业网点、网站、电话、广播、短信、彩信、电子邮件、电视、公开张贴、信函、报纸、互联网媒体等一种或数种方式，公布、通知或告知业务种类和服务项目、范围、时限、资费方案以及其他电信服务内容。

China Telecom reserves the right to publicize, notify, or inform of information pertaining to the types of business, service programs, scope of services, time limits, fee schemes, and other telecommunications service content through one or several methods, such as business outlets, websites, telephone, radio, text messages, multimedia messages, email, television, public notices, letters, newspapers, and internet media.

* 1. 乙方可以通过电话热线、营业网点、网上营业厅、掌上营业厅或短信等多种渠道为甲方提供业务办理、咨询、查询、障碍申告、投诉受理等服务。

China Telecom may provide services such as business handling, consultation, inquiry, and receiving claims of malfunctions and complaints for Customer. These services can be accessed through various channels, including telephone hotlines, business outlets, online business centers, mobile business centers, or text messages.

* 1. 乙方负责网络接入保障、提供相关设备的安装、调测和维护服务，具体服务内容及费用等详见相关业务说明。

China Telecom is responsible for the assurance of customer service and providing installation, commissioning, and maintenance services for related equipment. For specific service content and fees, please refer to the relevant service description.

* 1. 甲方向乙方申告除网络覆盖和终端设备故障外的电信服务障碍，乙方应当自接到申告之日起，城镇48小时、农村72小时内修复或调通。

In the event that Customer reports a telecommunications service malfunction, excluding network coverage and terminal equipment failure, China Telecom is obligated to repair or reconnect the service within 48 hours in urban areas and 72 hours in rural areas upon receipt of the report.

* 1. 乙方因检修线路、设备搬迁、工程施工、网络建设等原因可能影响正常电信服务的，应当提前72小时向社会公告，通告方式包括但不限于网站、广播、短信、电视、公开张贴、报纸、互联网媒体等。

If China Telecom needs to carry out an overhaul of lines, equipment relocation, engineering construction, network construction, or other activities that may affect normal telecommunications services, it is required to announce to the public 72 hours in advance. The announcement methods include but are not limited to websites, radio, text messages, television, public notices, newspapers, and internet media.

* 1. 乙方向甲方提供免费的电子账单服务，并有义务对账单进行解释。**乙方对甲方计费原始数据保留期限为5个月（系统产生用户话单当月起后5个月，不含当月），法律另有规定除外。**如数据保留期限内甲方对电信费用提出异议，乙方应当保存相应计费原始数据至异议解决。

China Telecom provides free electronic billing services to Customer and is obligated to explain the bills. **China Telecom retains the original charging data for Customer within a period of 5 months (5 months after the month (excluded) in which the system generates the customer’s bill) unless otherwise stipulated by law.** If Customer raises objections to the telecommunications fees within the data retention period, China Telecom shall retain the corresponding original charging data until the objection is settled.

* 1. 乙方可以根据对甲方实际情况的综合评估，与甲方约定一定时间内的电信消费透支额度（“信用额度”）并可以进行周期性调整。

China Telecom may, based on a comprehensive assessment of Customer's actual situation, agree on a certain period of telecommunications consumption overdraft limit (“Credit Limit”) with Customer and make periodic adjustments.

* 1. 乙方有权根据具体业务类型按预付方式或后付方式向甲方收取电信费用：

China Telecom reserves the right to collect telecommunications fees from Customer, utilizing either prepaid or postpaid methods, according to specific business types:

1. 预付方式下，甲方需预存费用。当账户余额加上信用额度（如有）不足以支付甲方拟使用的电信业务费用时，甲方应当及时充值或交费，否则乙方可暂停提供电信服务（“欠费停机”）。

Customer is required to prepay the fees under the pre-paid method. If the account balance in addition to the Credit Limit (if applicable), is insufficient to cover fees of telecommunications services that Customer intends to use, Customer shall recharge or pay the fees promptly. Failure to do so may result in China Telecom suspending the provision of telecommunications services (“Service Suspension due to Arrears”).

1. 后付方式下，甲方累计未交的费用到达信用额度、或到达交费期时，甲方应当及时充值或交费，否则乙方可暂停提供电信服务。其中，甲方当月累计出账费用的交费期为次月整月，另有约定的除外。

Under the postpaid method, Customer shall recharge or pay the fees in time when the total unpaid fees reach the Credit Limit or the payment deadline has expired. Otherwise, China Telecom may suspend the provision of telecommunications services. In this case, Customer’s payment deadline for the monthly accumulated billed fees extends through the entirety of the next month, unless otherwise agreed.

* 1. 甲方自欠费停机之日起60日内结清费用并申请复机的，乙方应当在收到甲方费用时起24小时内为甲方恢复暂停的电信服务（“复机”）。

If Customer settles the arrears and applies for resumption of service within 60 days from the date of Service Suspension due to Arrears, China Telecom is obliged to reinstate suspended telecommunications services for Customer within 24 hours upon the receipt of Customer’s payment (“Service Resumption”).

* 1. **如甲方自欠费停机之日起满60日仍未结清欠费和违约金，乙方有权自欠费停机第61日起终止提供电信服务，收回相应号码（“销户”）、解除本协议，以及通过信函、电话、诉讼或委托第三方等形式追缴欠费和违约金，并可以依法向征信机构提供甲方失信信息。**

**In the event that Customer fails to settle the arrears and penalty after 60 days from the date of Service Suspension due to Arrears, China Telecom reserves the right to terminate the provision of telecommunications services from the 61st day of Service Suspension due to Arrears, reclaim the corresponding number (“Account Cancellation”), terminate this Agreement, and recover the arrears and penalty through methods such as letters, telephone calls, lawsuits, or by entrusting third parties. China Telecom may also legally provide Customer's dishonest information to credit agencies.**

* 1. 对经设区的市级以上公安机关认定的非法买卖、出租、出借电话卡、物联网卡、电信线路、短信端口以及假冒他人身份或者虚构代理关系开立上述卡或业务的单位、个人，以及因从事电信网络诈骗活动或者关联犯罪受过刑事处罚的人员，乙方有权按照国家有关规定采取限制其有关卡、账户、账号等功能和停止非柜面业务、暂停新业务、限制入网等措施。

For corporations and individuals identified by public security authorities at or above the districted city level as engaging in illegally buying, selling, renting, and lending telephone cards, Internet of Things cards, telecom lines, SMS ports, or impersonating others or fabricating agency relationships to activate the aforementioned cards or services, as well as individuals who have been criminally penalized for engaging in telecommunications network fraud activities or related crimes, China Telecom reserves the right to take measures in accordance with relevant national regulations to restrict the functions of their cards, accounts, account numbers, cease non-counter business, suspend new businesses, and restrict access to the network, etc.

* 1. 乙方严格按照《中华人民共和国个人信息保护法》《中华人民共和国数据安全法》《中华人民共和国反电信网络诈骗法》《电信和互联网用户个人信息保护规定》（工业和信息化部令第24号）等法律法规的相关要求，在业务活动（包括但不限于业务受理系统登记、纸质返档，通过网络接收、读取并记录、身份验证、客户服务、安全防范、诈骗监测、邀请甲方参与有关乙方产品和服务的调查）中处理甲方信息。为提供更为精准优质的服务，乙方可以依法对包含甲方在内的整体用户数据进行分析并加以利用。乙方承诺对甲方信息依法负有保密义务，不得泄露、篡改或毁损，不得非法出售或非法向他人提供，并采取符合业界标准、合理可行的安全防护措施保护甲方的个人信息，防止甲方的个人信息遭到未经授权的访问、公开披露、使用、修改、损坏或丢失。

China Telecom is committed to processing Customer's information during its business operation strictly in accordance with the relevant requirements of laws and regulations. These operations include but are not limited to, registering in the business acceptance system, paper returns, network-based receiving, reading and recording, identity verification, customer service, security prevention, fraud monitoring, and inviting Customer to participate in surveys on China Telecom's products and services. These laws and regulations include *the Personal Information Protection Law of the People's Republic of China*, *the Data Security Law of the People's Republic of China*, *the Law of the People's Republic of China on Combating Telecom and Online Fraud, and Provisions on Protecting the Personal Information of Telecommunications and Internet Users (Ministry of Industry and Information Technology Decree No. 24)*. To provide more precise and superior services, China Telecom may legally analyze and utilize the comprehensive customer data which includes data of Customer. China Telecom is committed to maintaining the confidentiality of Customer's information in accordance with the law, ensuring that it will not be leaked, altered, or destroyed. China Telecom will not illegally sell or provide Customer’s information to others. Furthermore, China Telecom will implement security protection measures that align with industry standards and are reasonably feasible to protect Customer's personal information from unauthorized access, disclosure, use, alteration, damage, or loss.

* 1. 为遵守相关法律法规或者行政机关、监管机构等有权部门依法提出的要求以及基于诉讼/仲裁需要，乙方有权披露甲方的信息。

In compliance with relevant laws and regulations, or to meet the requirements of administrative authorities, regulatory authorities, and other competent authorities, China Telecom reserves the right to disclose Customer's information. This is also applicable when there is a necessity for such disclosure in litigation/arbitration proceedings.

1. **特殊情况的责任承担**

**Liability under Special Circumstances**

* 1. **甲方入网后，应当妥善保管原始票据（如押金票据等），发生遗失的，由甲方自行承担责任。**

**Upon entering the network, Customer is responsible for properly maintaining the original receipts (such as deposit receipts). Customer bears the responsibility for any loss incurred due to the loss of these receipts.**

* 1. 甲方密码是甲方办理业务的重要凭证。甲方入网后应当立即设置甲方密码，并妥善保管。为方便办理业务，乙方也可以根据甲方申请以短信等方式提供随机密码，该密码可以作为办理业务的临时凭证。

Customer’s password serves as a crucial voucher for conducting business. Upon receiving the customer services, Customer should promptly set and securely maintain the password. For the convenience of conducting business, China Telecom may also provide a random password to Customer upon its application through text messages or other means. This random password can serve as a temporary voucher for conducting business.

* 1. **凡使用甲方密码或随机密码定制、变更或取消业务的行为，均被视为甲方或甲方授权的行为。因甲方对密码保管不善造成的损失由甲方自行承担，但乙方有义务协助甲方或公安机关调查相关情况。**

**Any actions related to customizing, changing, or canceling businesses through Customer's password or random password shall be deemed as the actions performed by Customer or authorized by Customer. Customer shall bear the loss caused by its improper password management. However, China Telecom is obligated to assist Customer or public security authorities in investigating the relevant situation.**

* 1. 甲方应当合理管理电信费用支出，出现异常的高额电信费用时（指超过甲方此前3个月平均电信费用5倍以上的费用），乙方一经发现，应当尽可能迅速告知甲方，如告知后未得到甲方确认的，乙方有权暂停本协议约定的部分或全部服务。

Customer is responsible for managing their telecommunications expenses reasonably. In case of abnormally high telecommunications expenses (referring to expenses more than five times the average telecommunications expenses of Customer in the preceding three months), China Telecom shall inform Customer as soon as possible upon discovery. If Customer does not confirm after being informed, China Telecom reserves the right to suspend part or all of the services agreed in this Agreement.

* 1. 在甲方欠费停机的情况下，乙方有权拒绝为甲方办理除交费、电信费用查询外的其他电信业务。

In the case of Customer's Service Suspension due to Arrears, China Telecom reserves the right to refuse to handle telecommunications businesses for Customer other than fee payment and telecommunications expense inquiries.

* 1. 一方违约给对方造成直接损失的，应当依法承担赔偿责任。

If one party breaches the contract and causes direct losses to the other party, the breaching party shall bear the responsibility for compensation according to law.

* 1. 因不可抗力而使本协议部分或全部不能履行的，部分或全部免除责任，但法律另有规定的除外。不可抗力指不能预见、不能避免并不能克服的客观情况。

If part or all of this Agreement cannot be performed due to force majeure, the liability shall be partially or completely exempted, except as otherwise provided by law. Force majeure refers to objective events that are unforeseeable, unavoidable, and insurmountable.

* 1. **甲方使用本协议项下电信服务过程中涉及的第三方服务（如第三方支付、银行转账、与第三方应用绑定等），由第三方承担责任。**对于甲方提出的异议，乙方可以协调第三方解决。

**For third-party services involved in Customer**’**s use of telecommunications services under this Agreement (such as third-party payment, bank transfer, binding with third-party applications, etc.), the third party shall bear responsibility.** China Telecom may coordinate with the third party to resolve objections raised by Customer.

* 1. **乙方可能重新启用销户的移动电话号码。号码被销户前原使用该号码的用户（“原机主”）如将该号码用作第三方联系电话或者绑定第三方业务，且原机主未在销户前予以变更或解除绑定，该号码可能会收到第三方发给原机主的通知，或者因第三方的限制无法在解除绑定前完成新用户认证绑定。甲方需自行办理解除绑定等手续，乙方在合理限度内提供配合。**

**China Telecom reserves the right to reactivate the mobile phone number that has gone through the Account Cancellation. If the original customer of the number ("Original Customer") uses the number as a third-party contact number or binds it to third-party services before the Account Cancellation, and the Original Customer does not change or cancel the binding before the Account Cancellation, the number may receive notifications from the third party. Additionally, the number may be unable to complete the new customer authentication for binding certain third-party services before the previous binding is released due to the restrictions of the third party. Customer shall handle the procedures for unbinding and other matters by themselves, and China Telecom shall provide cooperation within a reasonable scope.**

1. **协议的生效、变更、终止和解除**

**Effectiveness, Modification, Termination, and Cancellation of the Agreement**

* 1. **除本协议另有约定外，本协议自甲方以点击确认或其他方式表示同意本协议时成立，自甲方按本协议第一条第1款完成身份信息线上核验或现场查验时生效。如甲方办理号码携入的，本协议自甲方以点击确认或其他方式表示同意本协议时成立，于甲方按本协议第一条第1款完成身份信息线上核验或现场查验、乙方收到携号转网成功生效结果告知之时起生效。**

**Unless otherwise agreed in this Agreement, the Agreement shall be deemed established when Customer expresses consent to this Agreement through clicking or other means. The Agreement will come into effect upon the completion of the online verification or on-site verification of identity information as stipulated in Section I, Article 1 of this Agreement. In the case of Customer handling number portability, the Agreement shall be deemed established when Customer expresses consent to this Agreement through clicking or other means. The Agreement will come into effect upon the completion of the online verification or on-site verification of identity information as stipulated in Section I, Article 1 of this Agreement, and upon receipt of the notification confirming the successful completion of the number portability process.**

* 1. 甲方如终止使用电信服务，应当结清电信费用及违约金（如有），并至乙方营业网点申请销户或号码携出，销户或号码携出后本协议终止。

If Customer terminates the use of telecommunications services, Customer is required to settle the telecommunications fees and penalty (if any) and apply for account cancellation or number portability at China Telecom's business outlets. This Agreement shall be terminated after the account is canceled or the number is transferred.

* 1. 未经双方同意并办理有关手续，甲、乙方不得将依据本协议办理的业务全部或部分转让给第三方。

Without the mutual consent of both parties and the completion of relevant procedures, neither Customer nor China Telecom may transfer all or part of the business handled under this Agreement to a third party.

* 1. 甲方申请销户或号码携出时账户仍有余额的，乙方根据实际情况将账户余额退还甲方，双方另有约定的除外；**甲方通过参与赠送、优惠、兑换等营销活动获取的余额，不予退还，如按营销活动的业务规则另有约定的，按其业务规则处理。**

In the event that there is still a remaining balance in the account when Customer applies for account cancellation or number portability, China Telecom shall, based on the actual situation, return the balance of the account to Customer, unless otherwise agreed by both parties. **The balance obtained by Customer through marketing activities such as gifts, discounts, and exchanges shall not be refunded. If there are other provisions in the business rules of marketing activities, those rules shall apply.**

* 1. **因乙方电信业务经营许可证的业务范围、业务种类发生改变，或因乙方对移动通信网络进行整体换代升级、技术进步、国家政策变动等原因，乙方无法向甲方继续提供原有业务或需对原有业务的服务方式、服务功能、操作方法、业务号码等进行调整时，乙方有权变更或终止本协议，但应当提前通知或公告。**

**If the business scope or type of China Telecom's telecommunications business license changes, or due to reasons such as China Telecom's overall replacement and upgrading of the mobile communication network, technological progress, and changes in national policies, China Telecom is unable to continue providing the original services to Customer or needs to adjust the service methods, service functions, operation methods, and business numbers, etc., China Telecom reserves the right to modify or terminate this Agreement. However, China Telecom should provide notifications or announcements in advance.**

* 1. 有下列情形之一的，乙方有权单方终止或解除本协议：

China Telecom has the right to unilaterally terminate or cancel this Agreement under any of the following circumstances:

1. 甲方未按照用户真实身份信息登记要求，提供的登记资料不真实、不准确、不完整、无效，或经乙方通知后未在合理期限内配合提供的；

Customer fails to comply with the requirements of real identity information registration and provides registration materials that are untrue, inaccurate, incomplete, invalid, or fails to cooperate in providing registration materials within a reasonable period after being notified by China Telecom;

1. 甲方收到电话卡后20天内未激活使用的；

Customer does not activate and use the telephone card within 20 days after receiving it;

1. 甲方存在本协议第二条第11款、第12款所列任一行为，或由此引起用户投诉或举报的；

Customer engages in any of the behaviors listed in Article 11 or Article 12 of Part II of this Agreement, or causes customer complaints or reports due to such behaviors;

1. 甲方未办理相关手续，自行改变电信服务使用性质、用途，或出租、二次转售、倒卖电话卡，或自行转让协议的；

Customer changes the nature and purpose of the telecommunications services without going through relevant procedures, or rents, resells, or speculate telephone cards, or transfers the Agreement on its own;

1. 甲方利用乙方服务从事相应活动，依法应当取得而未取得或丧失相应许可或备案；

Customer uses China Telecom's services to engage in activities that should have obtained corresponding licenses or filings according to law, but fails to obtain or maintain such licenses or filings;

1. 甲方自欠费停机之日起60日内仍未结清所有欠费、违约金、赔偿金等费用的；

Customer fails to settle all arrears, penalties, compensation, etc., within 60 days from the date of Service Suspension due to Arrears;

1. 有权机关要求乙方停止对甲方提供电信服务的；

The competent authority requires China Telecom to stop providing telecommunications services to Customer;

1. 甲方原因造成本协议无法履行的；

It is impossible to perform this Agreement due to reasons attributable to Customer;

1. 法律、法规、规章及规范性文件规定的其他情形。

Other situations stipulated by laws, regulations, rules, and normative documents.

* 1. 本协议终止或解除后，乙方继续保留向甲方追缴所欠费用的权利，并有权收回甲方原使用的业务号码（销户的号码）。乙方对销户的业务号码冻结90日后将重新分配给其他用户使用。

Upon the termination or cancellation of this Agreement, China Telecom reserves the right to collect the arrears from Customer and to reclaim the business numbers (i.e. the numbers will go through the Account Cancellation) originally used by Customer. China Telecom will freeze the canceled business numbers for 90 days, after which they will be reallocated to other customers.

* 1. **甲方改号、销户或过户时应当主动注销或解绑在该号码上的注册或绑定的第三方应用（如微信、支付宝）、银行卡（如银行验证号码）等信息、以及第三方软件，自行解除银行托收、代扣等第三方协议，自行卸载甲方加载的第三方软件，避免造成甲方信息泄露；否则由此造成甲方或其他人损失由甲方承担。**

**In the event of a number change, account canceling, or account transfer, Customer is obligated to proactively cancel or unbind the registered or bound third-party applications (such as WeChat and Alipay), bank cards (such as bank verification numbers), and third-party software associated with the number. Customer should also cancel the third-party agreements such as bank collection and withholding agreements, and uninstall the third-party software loaded by Customer to prevent potential information leakage. Failure to do so may result in Customer bearing any losses caused to Customer or other persons.**

* 1. **为使甲方便捷使用乙方或其关联公司提供的产品或服务、保障信息安全，如甲方通过其在乙方办理的移动电话号码使用（包括但不限于登录、真实身份验证等）乙方或乙方关联公司运营的各类互联网应用（统称“中国电信互联网应用”）的，中国电信互联网应用将默认该移动电话号码作为甲方的中国电信互联网应用账号（统称“天翼账号”）。当甲方对该移动电话号码进行改号、销户或过户时，中国电信互联网应用将自动注销甲方的上述天翼账号，并同步删除该天翼账号中的全部信息。甲方应当在改号、销户或过户前另行备份上述天翼账号中的信息。如甲方未备份造成信息丢失的，由甲方自行承担，乙方或乙方关联公司不承担责任且无义务为甲方进行信息恢复。中国电信互联网应用包括但不限于189邮箱、天翼云盘。**

**To facilitate Customer's use of products or services provided by China Telecom or China Telecom’s Affiliated Companies and ensure information security, if Customer uses the mobile phone number managed by China Telecom to access (including but not limited to login, real identity verification, etc.) various internet applications operated by China Telecom or its Affiliated Companies (collectively referred to as "China Telecom Internet Applications"), these applications will default to using such mobile phone numbers as Customer's China Telecom Internet application account (collectively referred to as "Tianyi Account"). When Customer changes the mobile phone number, cancels the account, or transfers the account, China Telecom Internet Applications will automatically cancel Customer's aforementioned Tianyi Account and delete all information in the Tianyi Account accordingly. Customer should independently back up the information in the Tianyi account before changing the number, canceling the account, or transferring the account. If Customer fails to back up and causes the loss of information, Customer shall bear the responsibility, and neither China Telecom nor its Affiliated Companies shall be responsible for or have any obligation to perform information recovery for Customer. China Telecom Internet Applications include but are not limited to 189 Mailbox and Tianyi Cloud Disk.**

1. **其他约定**

**Other Clauses**

* 1. 本协议适用中华人民共和国法律（仅为本协议之目的，不含香港特别行政区、澳门特别行政区和台湾地区法律）。所有因本协议引起的或与本协议有关的争议，可以通过协商、请求消费者协会或依法成立的其他调解组织调解（限于甲方为消费者）、向有关行政部门投诉，或者向乙方所在地的人民法院起诉等方式解决。

This Agreement shall be governed by the laws of the People's Republic of China (for the purpose of this Agreement only, excluding the laws of the Hong Kong Special Administrative Region, the Macao Special Administrative Region and the Taiwan Region). All disputes arising from or related to this Agreement can be resolved through negotiation, by requesting mediation from consumer associations or other legally-established mediation organizations (provided that Customer should be a consumer), by filing complaints with relevant administrative authorities, or by claiming a lawsuit with the People's Court in the location of China Telecom.

* 1. 如果本协议的任何条款在任何时候变成不合法、无效或不可强制执行但不从根本上影响本协议的效力时，本协议的其他条款不受影响。

If any provision of this Agreement becomes illegal, invalid, or unenforceable at any time without fundamentally affecting the effectiveness of this Agreement, the remaining provisions of this Agreement shall continue to be in effect.

* 1. **甲方办理各类业务所签署的业务登记单为本协议的一部分，业务登记单与本协议条款冲突的部分以业务登记单为准。乙方以公告等书面形式公开做出的服务承诺为本协议的补充，该等服务承诺与本协议冲突的部分以服务承诺为准。**

**The business registration forms signed by Customer for various businesses shall be part of this Agreement. In case of any conflict between the business registration forms and the terms of this Agreement, the business registration forms shall prevail. The service commitments publicly made by China Telecom in written form, such as announcements, shall be supplementary to this Agreement. In case of any conflict between such service commitments and the terms of this Agreement, the service commitments shall prevail.**

* 1. 有关乙方提供本协议项下服务适用的个人信息处理规则，见《中国电信个人信息保护政策》。《中国电信个人信息保护政策》与本协议条款冲突的部分以《中国电信个人信息保护政策》为准。

The rules for handling personal information applicable to the services provided by China Telecom under this Agreement can be found in the *China Telecom Personal Information Protection Policy.* In case of any conflict between the *China Telecom Personal Information Protection Policy* and the terms of this Agreement, the *China Telecom Personal Information Protection Policy* shall prevail.

* 1. 如甲方为不满十四周岁的未成年人的，甲方父母或其他监护人签订本协议时须同时签署《中国电信儿童个人信息处理知情同意书（适用于不满十四周岁的未成年用户）》（“知情同意书”）。甲方同意乙方按照知情同意书及其附件《中国电信儿童个人信息处理规则》处理甲方的个人信息。知情同意书及其附件《中国电信儿童个人信息处理规则》为本协议的一部分，知情同意书及其附件《中国电信儿童个人信息处理规则》与本协议条款冲突的部分以知情同意书为准。

If Customer is a minor under the age of 14, Customer's parents or other guardians must also sign the Notification and Consent Letter when signing this Agreement. Customer agrees that China Telecom shall process Customer's personal information in accordance with *the Notice and Consent Letter and its attachment Children's Personal Information Processing Policy of China Telecom*. *The Notice and Consent Letter and its attachment Children's Personal Information Processing Policy of China Telecom* shall be part of this Agreement, and in case of any conflict between the *Notice and Consent Letter* (including its attachment *Children's Personal Information Processing Policy of China Telecom*) and the terms of this Agreement, the Notice and Consent Letter shall prevail.

* 1. 本协议一式两份，双方各保留一份，具有同等法律效力。甲乙双方以电子方式签署本协议的，甲方可以通过乙方提供的途径或指引查询、下载本协议。

This Agreement shall be executed in two originals and each Party holds one original. The originals shall have the same binding legal effect. If the parties sign this Agreement electronically, Customer may inquire about or download this Agreement through the channels or guidance provided by China Telecom.

甲方(Party A/Customer)：（签名Signature）

地址（Address）：

联系方式（Contact Information）：

签署日期（Date）： 年（Y） 月（M） 日（D）

甲方法定代理人或代理人（Party A’s Legal representative or representative）：（签名Signature）

地址（Address）：

联系方式（Contact Information）：

签署日期（Date）： 年（Y） 月（M） 日（D）

乙方：（名称并盖章）

Party B/China Telecom: (Name and seal)

地址：（乙方单位注册地址）

Address: (Registered address of Party B/China Telecom)

签署日期（Date）： 年（Y） 月（M） 日（D）