



***Leveraged Foreign Exchange (LFX)
Trading OREX Terms of Business***

槓桿式外匯交易 OREX 業務條款

For OREX Platform only

僅供 OREX 平台





THESE OREX TERMS OF BUSINESS (INCLUDING THE SUPPLEMENTAL DOCUMENTS) ("TERMS") SET OUT THE BASIS ON WHICH ADS SECURITIES HONG KONG LIMITED ("ADSS HK", "US", "WE", "OUR") WILL PROVIDE SERVICES IN RELATION TO TRADING LEVERAGED FOREIGN EXCHANGE CONTRACT ("LFX") TO THE PERSON(S) NAMED IN THE APPLICATION FOR OPENING A LFX TRADING ACCOUNT ("CLIENT", "YOU", "YOURSELF").

OREX 業務條款(包括補充文件) ("條款")列明阿布扎比證券香港有限公司("阿布扎比證券" · "我們" · "本公司")提供有關交易槓桿式外匯合約 ("外匯交易") 服務予姓名填寫在賬戶申請表格上的人士 ("客戶" · "閣下") 。

THESE TERMS CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND ADSS HK WHICH YOU ACCEPT FOR YOURSELF AND ON BEHALF OF ANY PRINCIPAL OR PRINCIPALS ON WHOSE BEHALF YOU ARE ACTING AS AGENT BY GIVING US INSTRUCTIONS TO DEAL OR ACCEPTING SERVICES FROM US. THESE TERMS SHALL COME INTO FORCE ON THE DATE THAT WE ACKNOWLEDGE RECEIPT OF THE SIGNED ACCOUNT APPLICATION FROM YOU.

該等條款構成閣下與阿布扎比證券之間具有法律約束力的合約 · 而閣下向我們下達交易指示或接受我們提供的服務 · 即表示閣下為自身及代表閣下作為代理而代之行事的一名或多名主事人接受該等條款。該等條款在我們確認收到閣下已簽署的賬戶申請表格當天生效。

PLEASE READ THESE TERMS CAREFULLY.

請小心閱讀條款。

ADS SECURITIES HONG KONG LIMITED is licensed and regulated in Hong Kong by the Securities and Futures Commission ("SFC") to conduct Type 3 (Leveraged Foreign Exchange Trading) regulated activity and is subject to the rules and regulations of the SFC currently in force as may be amended from time to time. ADSS HK's CE number is AXC847. ADSS HK has its principal place of business at 3/F Prosperity Tower, 39 Queen's Road Central, Central, Hong Kong.

阿布扎比證券香港有限公司在香港證券及期貨事務監察委員會 ("證監會") 註冊並許可進行第3類 (槓桿式外匯交易) 受規管活動 · 阿布扎比證券受證監會監管及須遵守其目前生效但可不時修改的法規。阿布扎比證券的中央號碼為 AXC847。 阿布扎比證券的主要營業地址位於香港中環皇后大道中 39 號豐盛創建大廈 3 樓。

The following documents ("Supplemental Documents"), as may be amended from time to time and published on our Website, are incorporated by reference to these Terms and form part of your contractual relationship with us:

下列文件 (補充文件) 可不時經修訂及登載於我們的網站 · 乃經提述而納入該等條款 · 並構成閣下與我們的合約關係的一部分：

1. Account Application Form
賬戶申請表格
2. Order Execution Policy
訂單執行政策
3. Risk Disclosure Statement
風險披露聲明
4. Personal Information Collection Statement
個人資料收集聲明

For your own protection, you should read and fully understand these Terms prior to submitting your account application to ADSS HK. If you do not understand anything in these Terms or the documents incorporated by reference, you should contact ADSS HK to ask for further information or seek independent professional advice before you open an Account, place any Order or enter into a Transaction with ADSS HK.

為保障閣下的自身利益 · 閣下應於向阿布扎比證券提交閣下的賬戶申請表格前 · 閱讀並全面理解該等條款。倘閣下不理解該等條款或經提述而納入的文件所載的任何內容 · 應於閣下開立賬戶 · 向阿布扎比證券下達任何指令或與其進行任何交易前 · 聯絡阿布扎比證券索取更多資料或尋求獨立專業意見。

You should not sign the Application for opening a LFX Trading Account if you are unsure as to the effects of these Terms or the nature of the risks involved. If you complete, sign and submit the Application for Opening a LFX Trading Account to ADSS HK, then you are acknowledging to ADSS HK that you have read, received and understood the Terms supplied to you in connection with these Terms in their entirety and that you understand and agree that your relationship with ADSS HK will be governed by these Terms. In the event that there are any unauthorized alterations or deletions to these Terms, such alterations and deletions shall not be binding on ADSS HK. By your continued use of the Website and System you automatically accept all future versions of these Terms and the Supplemental Documents.

倘閣下不確定該等條款的效力或所涉風險的性質 · 閣下不應簽署開立外匯交易賬戶申請表格。倘閣下填妥 · 簽署並向阿布扎比證券提交開立外匯交易賬戶申請表格 · 即表示閣下向阿布扎比證券確認 · 閣下已閱讀 · 收到並完全理解閣下獲提供有關該等條款的文件 · 及理解並同意 · 閣下與阿布扎比證券的關係將受該等條款以及該等條款及經提述而納入的文件所載的條件規管。倘該等條款或經提述而納入的文件出現任何未經授權的更改或刪減 · 有關更改或刪減對阿布扎比證券將不具有約束力 · 而上述原有內容將規管閣下的賬戶。若閣下繼續使用網站及系統 · 即表示閣下自動接受該等條款及補充文件的所有未來版本。

1. Risk Acknowledgement 風險認知

1.1. You acknowledge and understand that trading and investing in leveraged products:

閣下確認並理解槓桿產品交易和投資:

- a) is highly speculative and volatile, and involves a high degree of risk; and
具有高度投機性、波動性及涉及高風險；及
- b) is appropriate only for persons who can assume the risk of loss in excess of their initial and subsequent deposits.
只適合能夠承擔多於其最初和後期投資存款的損失的人士。

1.2. You acknowledge and understand that:

閣下確認並理解：

- a) because of the low Margin normally required to trade in margined transactions, price changes in the underlying asset may result in significant losses, which may substantially exceed your investment and Margin deposit;
由於進行保證金交易所需的保證金一般較低，相關資產的價格波動可能帶來重大虧損，而有關虧損可能顯著超過閣下的投資本金及保證金存款；
- b) when you direct us to enter into a Transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for your Account and risk;
當閣下指示我們進行交易時，因資產或相關資產的價值波動而產生的任何溢利或虧損將全部歸入閣下的賬戶，並由閣下的賬戶承擔所有風險；
- c) we do not provide investment advice or recommendations. Hence, if you discuss any product or the performance of any product with any person from ADSS HK or the ADSS Group, you agree that such employee is only providing you with information relating to that product and is not providing you with investment advice nor making a recommendation to buy or sell that product;
我們不提供投資意見或建議。因此，如果你與阿布扎比證券或 ADSS 集團的任何人討論任何產品或其表現，即您同意該員工只為您提供有關該產品的資料並不能為您提供投資意見或提出購買或出售該產品的建議；
- d) we do not conduct any manual or automated monitoring of your Transactions. Hence, we will not monitor the result of your Transactions and cannot be held responsible for any Transactions that may develop differently from what you may have presupposed. You are solely responsible for monitoring your Transactions in light of the prevailing market conditions and ensuring that any further instructions are given on a timely basis;
我們不會人為或自動監察閣下的交易或其他客戶的交易。因此，我們不會監察閣下交易的結果，亦不會就任何交易可能與閣下所預想者顯著不同而承擔責任。閣下應鑑於當時的市場情況全權

負責監控閣下的交易，並確保及時發出任何進一步的指示；

- e) guarantees of profit or safety from loss are impossible in investment trading. Even low risk investment strategies contain an element of uncertainty. You agree that you have not received such guarantees or similar representations from us or any of our employees or representatives, from any Service Provider or any other entity with whom you deal with in connection with your Account; and
保證溢利或免於虧損對於投資交易而言都不切實際。即使低風險投資策略亦包含不確定因素。閣下同意，閣下並無從我們或我們任何僱員或代表、任何服務提供商或閣下就閣下的賬戶與之進行交易的任何其他實體收到有關保證或類似聲明；及
- f) ADSS HK does not control, does not endorse, and is not liable for the accuracy or completeness of any information, recommendation or advice provided or given by any Service Provider or any other entity with whom you deal with in connection with your Account.
阿布扎比證券並無控制且無認可任何服務提供商所提供或給予的任何資料、建議或意見的準確性或完整性，亦概不就此負責。

1.3. You acknowledge and understand that the information contained in the Risk Warning cannot disclose the nature of all risks of all products or services or disclose everything about generic types of risk. The information contained in the Risk Warning is a general description of the risks associated with the specific products or services which we or the ADSS Group may provide to you. You should not rely on the highlighted risks as being the only risks in relation to the product or service. You should always satisfy yourself that a product or service is suitable for you in light of your financial circumstances and that you fully understand the nature and risk associated with that product or service.

閣下確認並理解，風險警示所載的資料並不能披露所有產品或服務的所有風險性質，或披露一般風險類型的各個方面。風險警示所載資料僅綜述我們或 ADSS 集團可能向閣下提供的特定產品或服務涉及的風險。閣下不應將特別說明的風險當作有關產品或服務的僅有風險。閣下應始終自行信納，經考慮閣下的財務狀況及閣下全面理解有關產品或服務的性質及相關風險後，確定有關產品或服務適合閣下。

1.4. You represent, warrant and agree that you understand the aforementioned risks (including those in the Risk Warning) and that you are willing and able, financially and otherwise, to assume the risks of trading in leveraged products and that the loss of your Account balance and any resulting negative balance will not change your life style.

閣下聲明、保證並同意，閣下理解上述風險，並願意及能夠在財務及其他方面承擔槓桿產品交易的風險，而閣

下賬戶的結餘虧損及賬戶因而產生負結餘將不會改變閣下的生活方式。

2. Dealing as Principal or Agent

以主事人或代理身份交易

- 2.1. In relation to any Transaction, we will effect such Transaction as Principal unless it is expressly agreed that we will act as agent for you with respect to a certain Transaction or service within these Terms or otherwise.

就任何交易而言，除非明確協定我們將以代理身份就該等條款或其他方面涉及的若干交易或服務為閣下行事，否則我們將以主事人身份進行交易。

- 2.2. You shall, unless otherwise agreed in writing, enter into Transactions as Principal. If you act as agent, you shall provide to us the name (and such other information as we may require) of the ultimate beneficiary on whose behalf you are acting as agent. We shall not be obliged to accept the person on whose behalf you are acting as agent as a customer, and consequently, you agree that we shall be entitled to consider you as Principal in relation to any Transaction.

除非另以書面形式協定，否則閣下須以主事人身份進行交易。倘閣下以代理身份行事，無論閣下是否已向我們提供主事人的身份，我們均無責任接受有關主事人作為客戶，故閣下同意，我們有權就任何交易將閣下視為主事人。

3. Products and Services

產品及服務

- 3.1. We may enter into Transactions with you in foreign exchange and any product that ADSS HK may offer from time to time.

我們可能會與閣下不時進行外匯交易或任何由阿布扎比證券提供的產品。

- 3.2. Depending on our risk assessment of you and your investment objectives, there may be restrictions on the types of investments which you may invest in or the markets in which your Transactions may be executed.

根據閣下的風險評估和投資目標一些閣下可能會投資的投資類型或執下閣交易的市場可能被限制。

- 3.3. You agree that even though you and we have entered into these Terms, we may refrain from providing any services:

閣下同意即使閣下與我們已經進入該等條款，我們可能會停止提供服務：

- a) until all of our internal procedures for establishing accounts have been completed and the necessary internal approvals have been obtained;
直至我們內部的設立賬戶程序完成及已獲得必須的內部審核；
- b) if we believe that providing such services might result in either us or any member of the ADSS Group or you contravening any Applicable Law; or

如果我們認為提供該等服務可能會導致我們或任何 ADSS 集團的成員或閣下違反法律；

- c) if you are in breach of any of your obligations as set out in these Terms or any other agreement you may have entered into with any member of the ADSS Group.

如果閣下違反任何條款的義務或閣下與 ADSS 集團任何成員所定的協議。

- 3.4. Subject to Applicable Law, we may provide you with services through, or on behalf of any member of the ADSS Group. You also authorise us to use the services of third parties in our provision of such services without your further consent and on such terms as we may determine and without a diminution of our rights. In respect of Transactions with or through such third parties, you may be subject to the business terms and conditions of such persons and in case of conflict with the terms of these Terms, these Terms shall, in relation to the rights and obligations, prevail.

根據法律，我們可透過或代表任何 ADSS 集團成員為閣下提供服務。閣下亦授權我們在沒有得到閣下同意的，為提供服務而使用的第三方，及在沒有減少我們的權利下決定的條款。有關透過或與第三方的交易，閣下可能受到其商業條款或細則約束，如在該等條款中有任何衝突，應以本協議的條款作有關權利和義務的標準。

- 3.5. For the avoidance of doubt, even though we may have accepted Transactions and provided services to you, we may, at any time, cease to offer any services and/or remove products from our then prevailing offering regardless of whether you suffer losses. Specifically, we may, from time to time, discontinue or deactivate a System or novate your Account from one System to another System ("New System") if, in our reasonable opinion, the New System would provide you with similar, additional or more competitive products and services including, pricing and execution facilities, fees, commissions and spreads.

為免生疑問，即使我們已接受交易並向閣下提供服務，我們仍可隨時停止提供任何服務及/或從我們當時提供的產品組合中移除產品，而不論閣下是否遭受受損。尤其是，我們可不時中斷或停用系統，或倘我們合理認為另一個系統（「新系統」）可為閣下提供類似、額外或較具競爭力的產品及服務（包括價格及執行設施、費用、佣金及差價），我們亦可將閣下的賬戶由某個系統轉移至新系統。

In such instances, if you have an Open Position under a service or in a product that is being removed, deactivated or terminated, we will generally provide you with reasonable notice either verbal or in writing, where possible, that we intend to terminate a services or remove a product. We aim to provide you with at least thirty (30) calendar days' notice in which to close any Open Position that you may hold on such affected product or service. However, where in our reasonable opinion it is necessary or fair to do so or it is impracticable to give you (30) calendar days' prior notice, we reserve the right to provide a shorter notice period. Where notice is given, you undertake to cancel any Orders and/or close any Open Positions

in respect of such affected product or service before the time specified in our notice. Your failure to do this will result in ADSS HK canceling all Orders and closing all Open Positions in respect of the affected service or product at the time and, if applicable in accordance with the manner specified in the notice or the last price available on the date the product or service ceases to be offered.

在此情況下，倘閣下就被移除、停用或另行終止的服務或產品持有未平持倉，我們一般會在可行情況下透過口頭或書面形式向閣下發出合理通知，告知我們擬終止服務或移除產品。我們擬向閣下發出至少三十 (30) 個歷日通知，以供閣下平掉閣下就有關產品或服務持有的任何未平持倉。然而，倘我們合理認為發出較短期間通知或不發出通知實屬必要或公平，或向閣下發出三十 (30) 個歷日事先通知不切實際，我們保留權利發出較短期間通知或不發出通知。倘發出通知，閣下承諾將在通知列明的時間前就有關產品或服務撤銷任何指令及 / 或將任何未平持倉平倉。如閣下未能按此行事，將致使阿布扎比證券在上述時間，按通知列明的方式或停止提供有關產品或服務當日最新可用的價格，就有關服務或產品撤銷所有指令及將全部未平持倉平倉。

- 3.6. We shall deal with you on an execution-only basis. We will not make personal recommendations or advise on the merits of purchasing, selling, or otherwise dealing in particular investments or executing particular Transactions, their taxation consequences or the composition of any account or any other rights or obligations attaching to such investments or Transactions. Where we, our employees, directors, officers or agents have provided you with an explanation of the terms of a Transaction or its performance characteristics, such explanation does not itself amount to advice on the merits of the investment.

我們與閣下的交易僅限於執行。我們不會就買入、沽出或以其他方式交易特定投資或執行特定交易的利弊、其稅務後果或重整有關投資或交易附帶的任何賬戶或任何其他權利或責任，提供個人建議或意見。若我們、我們的僱員、董事、高級職員或代理向閣下解釋交易的條款或其表現特徵，有關解釋本身並不構成有關投資利弊的意見。

4. Incidental Services – Research and Education 附帶服務—研究及教育

- 4.1. We may, from time to time, provide you with general trading information, independent research, market commentary, or other data, facts or information as a courtesy to you. These activities are incidental to our relationship with you and are provided solely to enable you to make independent investment decisions. You understand that we do not produce the information with the intent of impacting your investment decisions and you therefore agree to release us from any liability for Losses you may incur as a result of entering into any Transaction based on these activities.

我們可能不時向閣下及其他收取僅限於執行服務的客戶提供一般交易資料、獨立研究報告、市場評論或其他數據、事實或資料。該等活動為我們與閣下的關係

所附帶的服務，僅為令閣下能夠作出獨立投資決定而提供。閣下理解，我們編製有關資料並無意影響閣下的投資決定，故應免除我們就閣下可能因進行任何交易而產生的虧損承擔任何責任。

4.2. You further acknowledge and agree that:

閣下進一步確認及同意：

- a) we do not advise on the merits or perils of a particular Transaction or its taxation consequences and make no representation, warranty or guarantee as to the accuracy or completeness of any market or other information furnished to you or as to the legal, tax or accountancy consequences of your Transaction;
我們並無就特定交易的利弊或其稅務後果提供意見，亦無就提供予閣下的任何市場或其他資料的準確性或完整性或閣下交易的法律、稅務或會計後果作出聲明、保證或擔保；
- b) the information is being provided as general market commentary or compilation of market information. It may reflect the opinion of the person generating such information, however, it does not reflect our opinion and does not constitute an offer or solicitation from us to you; 有關資料乃作為一般市場評論或市場資料彙編而提供，可能反映編製有關資料的人士所持的觀點，但並無反映我們的觀點，並不構成我們向閣下或任何客戶作出要約或邀請；
- c) the information does not amount to a general or personal recommendation or advice;
有關資料並不構成一般或個人建議或意見；
- d) any market or other information communicated to you by us are wholly incidental to the conduct of our business and to your dealing relationship with us and are provided solely by us as a courtesy to you in order for you to make your own investment decisions and do not constitute personal recommendation or advice by us to you;
我們向閣下分發的任何市場或其他資料純屬我們經營業務及閣下與我們的交易關係所附帶的服務，並僅由我們出於好意而向閣下提供，以供閣下自行作出投資決定，並不構成我們向閣下提供個人建議或意見；
- e) the information, independent research or market commentary may be inaccurate or incomplete, may not have been verified and may be changed without notice to you;
儘管有關資料、獨立研究報告或市場評論乃基於我們認為屬可靠來源的數據，但可能不準確或不完整，亦可能未經核實，並且可能已經修訂而未有通知閣下；
- f) where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on contrary to that restriction;

倘有關資料為文件形式，而當中限制僅供身為該文件擬分發對象或收件人的人士或一類人士閱覽，則閣下同意，閣下將不會向受限制人士傳閱；

- g) you are solely responsible for making the decision whether to effect any Transactions, including the timing, quantity and price of such Transactions; and 閣下須負責自行作出是否進行任何交易的決定，包括有關交易的時間、數量及價格；及
- h) where you have taken the information provided by us into consideration when making your investment decisions, you represent that you have not relied on such information exclusively but have conducted your own independent research and made your decision as to the suitability of any Transaction to your investment objectives and financial situation without placing reliance on the information provided by us.

倘閣下作出投資決定時考慮我們提供的資料，閣下聲明，閣下並非完全依賴有關資料，而是自行進行獨立研究及確定任何交易是否契合閣下的投資目標及財務狀況，而未依賴我們提供的資料。

- 4.3. We may, from time to time, also provide you with educational tutorials on trading our products and services and on using the various Systems which we make available to you. These activities are incidental to our relationship with you and are provided solely as a courtesy to assist you in understanding the markets and risks associated with investment and to provide you with a general understanding of the functionalities of the Systems.

我們亦可能不時向閣下及其他收取僅限於執行服務的客戶提供教育指南，以便他們瞭解如何交易我們的產品及服務以及如何使用我們向閣下提供的各種系統。該等活動為我們與閣下的關係所附帶的服務，僅提供以協助閣下理解有關投資的市場及風險，並令閣下對系統的功能有整體理解。

5. Account Opening 開立賬戶

- 5.1. An Account must be opened prior to making any Order or entering into any Transaction. No Orders can be placed until an Account has been opened and cleared funds received. Without prejudice to the foregoing, if we permit you to place an Order notwithstanding that an Account has not been opened, or cleared funds received, this shall not limit your liability to us pursuant to these Terms in respect of the Order placed or any resulting Transaction. We may, at our sole and absolute discretion, refuse to accept you as a client for whatever reason but will notify you of any such refusal, without giving any reasons, promptly following your application.

發出任何指令或進行任何交易前須開立一個賬戶。在開立賬戶並收到結算資金前，不可以發出任何指令。在不損害上述規定的情況下，倘我們在並未開立賬戶或收到結算資金前允許閣下發出指令，此舉不得限制閣下根據該等條款就發出的指令或任何產生的交易向我們承擔的責任。在閣下提出申請後，我們可全權

酌情決定因任何原因拒絕接受閣下成為客戶，但會告知閣下任何有關拒絕，而無需給出任何理由。

- 5.2. To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that we may:

為評估閣下的信用狀況、管理信用風險及防止欺詐行為（或其他犯罪活動），閣下承認並同意我們可以：

- a) make periodic searches and enquiries about you and any related party at credit reference agencies; and 定期在信用調查機構調查及查詢閣下及任何關聯方以及閣下僱主（如適用）的情況；及
- b) disclose information to organisations involved in fraud or money laundering prevention.

向防止欺詐或洗錢組織披露資料。

- 5.3. Any limits for your Account (including any Margin Requirement, Leverage, Credit Facilities) will be notified to you. Limits will be set and varied from time to time with regard to your credit status and, where applicable, the amount of funds deposited by you with us and we may, in our sole and absolute discretion apply a limit to:

對閣下賬戶的任何上限（包括任何保證金要求、槓桿、信貸融資）將根據閣下的信用狀況及（如適用）閣下在我們處存入的資金數額確定，並會不時變更，且我們可全權酌情決定對以下各項設定限制：

- (a) the size of any Transaction or series of Transactions that you may enter into; and 閣下可訂立的任何交易或一系列交易的規模；及
- (b) the amount of any loss or liability to which you may be exposed. 閣下可能面臨的任何損失或責任的金額。

- 5.4. Account limits do not limit or represent your liability for losses to us, and the funds you may have from time to time place on deposit with us as Margin or otherwise do not represent any limit upon your financial liability to us.

賬戶上限並不限制或代表閣下對我們的損失負有責任，而閣下作為保證金或其他不時存於我們的資金不代表閣下對我們的財務責任的任何上限。

6. Access and Use of the System and/or Secure Access Website 瀏覽及使用系統及 / 或安全瀏覽網站

- 6.1. We will provide you with one or more unique usernames, passwords and/or other devices necessary to enable you to access the service ("Authenticators") which will grant you secure access to use the System and/or Secure Access Website. You will need to provide the Authenticators each time you wish to use the System and/or Secure Access Website.

我們將為閣下提供一個或多個獨特用戶名、密碼及 / 或其他必要設備以使閣下能夠瀏覽服務（「驗證器」），驗證器將令閣下安全使用系統及 / 或安全瀏覽網站。閣下每次使用系統及 / 或安全瀏覽網站時，均須提供驗證器。

- 6.2. You acknowledge that the Authenticators do not result in any form of security or encryption other than as an initial verification of identity at the time of logging on to the System and/or Secure Access Website. You accept all risks of interception, corruption or loss in transit of any instructions you send by electronic means and we are entitled to rely upon such instructions received by us.

閣下確認驗證器不產生任何形式的安全性或加密，只作最初登入系統和/或安全瀏覽網站的身份核證。閣下同意所有截留、貪污或因使用電子方法交易而導致損失的風險，及我們有權依賴我們所收到的指示。

- 6.3. In relation to the Authenticators, you acknowledge and undertake that:

就驗證器而言，閣下承認並承諾：

- a) you will keep the Authenticators confidential. You will use adequate security procedures to ensure the security of the Authenticators and to prevent unauthorised access to and use of the services;
閣下須將驗證器保密。閣下須採用適當的安全程序以確保驗證器的安全性及防止未經授權瀏覽及使用服務；

- b) you assume full responsibility for any and all use, unauthorised use or misuse of the service by you, or persons authorised by you, or by any other person using your Authenticators, and you acknowledge and agree that any breach by such person of any of your obligations hereunder shall constitute a breach of such obligations by you;

閣下須就閣下或閣下授權的人士或任何其他使用閣下驗證器的人士使用任何及所有服務、未經授權使用或濫用服務承擔全部責任，且閣下承認並同意該等人士違反閣下於本協議下的任何責任將構成閣下違反該等責任；

- c) other than with our prior written consent, you will not disclose your Authenticators to persons for any purpose whatsoever;

除我們事先書面同意外，閣下不得因任何目的將閣下的驗證器披露。

- d) you will immediately notify us if you become aware of, or have reasonable grounds to suspect, the loss, theft or disclosure to any third party or of any unauthorised use of your Authenticators; and

倘閣下知悉或有合理理由懷疑閣下的驗證器遺失、被盜或披露予任何第三方或任何未經授權使用，閣下須立即通知我們；及

- e) we may rely on all instructions, Orders and other communications entered using the Authenticators and you agree to be bound by any message or instruction effected via the service (including, without limitation, the execution of transactions and/or the instruction to change your Authenticators) through the use of your Authenticators, regardless of whether or not (i) the person communicating such message or instruction was properly authorised by you or (ii) the instruction was made in error, except where such person's receipt of your Authenticators was due to our gross negligence or willful misconduct.

我們可依賴所有使用驗證器輸入的指示、指令及其他通訊，閣下同意受透過使用閣下的驗證器通過服務發出的任何信息或指示（包括但不限於執行交易及/或更改閣下的驗證器的指示）的約束，而不論傳達該等信息或指示的人士是否已獲閣下正式授權，除非該等人士收到閣下的驗證器乃由於我們的嚴重過失或瀆職所致則當別論。

- 6.4. If we have reasonable grounds to believe that unauthorised persons are using your Authenticators without your knowledge, we may, without prior notice, suspend your rights to use the System and/or Secure Access Website. Further, if we believe that you have supplied your Authenticators to other persons in breach of Clause 6.3(c) above, we may terminate these Terms forthwith. We may also suspend or temporarily or permanently withdraw any or all part of the System and/or Secure Access Website if we are unable to provide access through electronic means due to any defect in or failure of network, communication or computer systems owned or operated by us or you or any Service Providers.

倘我們有合理理由相信閣下未知情況下，未經授權人士使用閣下的驗證器，我們可能在未事先通知的情況下暫停閣下使用系統及/或安全瀏覽網站的權利。此外，倘我們認為閣下違反上述第 6.3(c)條而將閣下的驗證器提供予其他人士，我們可立即終止該等條款。如果我們因由我們、閣下或服務提供商擁有或經營的網路、通訊或電腦系統故障或失敗而導致不能夠透過電子方式提供存功能，我們亦可能暫停或暫時或永久撤銷系統/安全瀏覽網站上的任何或所有部份。

- 6.5. You agree that neither you nor any other personnel will attempt to gain access to our System and/or Secure Access Website for any purposes or by any means except as expressly authorized under these Terms.

閣下同意閣下或任何其他人士不會因任何目的或手段試圖進入我們的系統和/或安全瀏覽網站，除非本協議明確授權。

- 6.6. You understand that if you have lost or forgotten your Authenticators, you must provide us with such evidence of your identity as we may require in order for us to provide you with new Authenticators.

閣下同意如果閣下遺失或忘記閣下的驗證器，我們可能會要求閣下提供身份的證據以作提供新驗證器之用，閣下必須提供。

- 6.7. You agree that it is your responsibility to provide, at your own expense, all equipment necessary for you to access and use the service, including, but not limited to, computers, computer systems, servers, peripheral equipment, operating systems, applications, communications software, anti-virus software, internet access, telecommunications equipment and other equipment and software including any updates thereof. You are solely responsible for any losses, damages, or costs incurred as a result of errors made by, or the failure of, such equipment that you use to access the service.

閣下同意閣下有責任自費提供閣下瀏覽及使用服務的所有必要設備，包括但不限於電腦、電腦系統、伺服器、外圍設備、操作系統、應用、通訊軟件、互聯網接入、電訊設備以及其他設備及軟件（包括其任何更新）。閣下獨自承擔由於閣下用於瀏覽服務的該等設備造成的錯誤或故障產生的任何損失、損害或費用。

- 6.8. Access to the System or Secure Access Website is provided "as is". We make no warranties, express or implied representations or guarantees as to the merchantability and/or fitness for any particular purpose or otherwise with respect to the System or Secure Access Website, their content, any documentation or any hardware or software provided. Technical difficulties could be encountered in connection with either the System or Secure Access Website. These difficulties could involve, among others, failures, delays, or malfunction, which may cause Orders not to be transmitted, received or executed as a result of such disruption, failure or malfunction, software erosion or hardware damage, which could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to losses in Orders or Transactions, economic and/or data loss. If you are unable to place an order through the System, you should contact a Client Services Officer.

瀏覽系統或安全瀏覽網站按「現狀」提供。我們概不對任何特定用途的適銷性及 / 或適合性或其他有關系統或安全瀏覽網站、其內容、所提供任何文件或任何硬件或軟件作出任何保證、明示或暗示的聲明或擔保。系統或安全瀏覽網站可能會出現技術困難。該等困難可能涉及（其中包括）故障、延遲或失靈，這可能導致指令由於該等中斷、故障或失靈而無法傳送、接收或執行、軟件損害或硬件損壞（可能由於硬件、軟件或通訊連接不足或其他原因）。該等困難可能導致指令或交易、經濟及 / 或數據損失。倘閣下無法通過系統發出指令，閣下須聯絡客戶服務主任。

- 6.9. In no event will any member of ADSS HK or the ADSS Group be liable for any possible Loss which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, de-activating, or attempting to access either the System or Secure Access Website or otherwise.

在任何情況下，阿布扎比證券及 ADSS 集團的任何成員公司均不會就任何由於或因使用、瀏覽、安裝、維護、修改、取消激活或試圖瀏覽系統或安全瀏覽網站或其他而可能產生的潛在虧損承擔責任。

- 6.10. You acknowledge that we are not responsible for the content of any third party website to which you connect using a hypertext link (if any) contained within the System or any of our Websites.

閣下確認我們在閣下使用系統或安全瀏覽網站的超連結（如有）進入第三方的網頁的任何內容上沒有責任。

7. Trading with Us 與我們交易

- 7.1. Unless we inform you that instructions can be given by telephone, you may give us instructions or orders via the System only.

除非我們通知閣下指示能以電話方式發出，否則閣下只可通過系統向我們發出指示或指令。

- (c) instruction sent via the System or given by telephone shall only be deemed to have been received and shall only then constitute a valid instruction when such instruction has been recorded by us and confirmed by us to you through the System;

通過系統發送或通過電話發出的指示，僅在我們記錄有關指示並通過系統向閣下確認後，方被視為已接收並構成有效指示；

- (d) where you give instructions by telephone, your conversation will be recorded. If any instructions are received by us by telephone, computer or other medium we may ask you to confirm such instructions in writing. We shall be authorised to follow instructions notwithstanding your failure to confirm them in writing;

倘閣下通過電話發出指示，閣下的通話可能會被錄音。倘我們通過電話、電腦或其他媒體收到任何指示，我們可能會要求閣下書面確認該等指示。即使閣下未能書面確認有關指示，我們仍獲授權遵從該等指示；

- (e) you authorise us to act (without further enquiry) on any instructions or orders given or appearing to be given by you and received by us;

閣下授權我們根據閣下發出或看似由閣下發出及我們收到的任何指示或指令行事（毋須進一步查詢）；

- (f) in relation to electronic communications, please note that the internet and other electronic communications may not be secure, reliable or timely. You acknowledge that any instructions sent by you through the internet or other electronic means may be intercepted, copied, adapted or imitated by third parties; and

就電子通訊而言，請注意互聯網及其他電子通訊可能並不安全、可靠或及時。閣下承認閣下通過互聯網或其他電子方式發送的任何指示可能被第三方攔截、複製、改編或模仿；及

- (g) we will quote prices and accept instructions via the System or by telephone only during the trading hours which are available on our Website.

閣下只能於我們網站所示的交易時段內通過系統或電話發出指示。

- 7.2. In relation to instructions received by telephone, you will be required to provide information for identity verification and security purposes. You shall not disclose any information related to your Account to anyone. If you are aware or suspect that any information is no longer confidential you agree to inform us immediately.

關於透過電話接收的指示，閣下會被要求提供資料作身份核證和安全目的。閣下不應向任何人洩露任何有關閣下的賬目資料。如果閣下有發現或懷疑閣下的資料不再保密，閣下同意立刻通知我們。

- 7.3. In the case of companies, you may from time to time advise us of the identity of any Authorized Signers to give notices and communications to us on your behalf. Any such notice shall be in writing and shall set out the names and specimen signatures of Authorized Signers. Any such authority may be revoked by notice in writing. Such revocation shall only be effective upon written confirmation by us of our receipt of such notice.

在公司的情況下，閣下可能不時向我們提供可給予通知或通訊的授權簽署人的身份。任何該通知應以書面方式及載有該被授權簽署人的姓名和簽署樣式。該授權可以書面通知撤銷。該撤銷應僅在我們收到該書面通知後生效。

- 7.4. Subject to Clauses 7.2 and 7.3, you authorise us (and, where applicable, any member of the ADSS Group) to rely on instructions given to us and to act for you upon instructions given or purporting to be given to us by you or any person authorised on your behalf (including persons who we reasonably believe to be acting with authority on your behalf) without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such instructions. For the avoidance of doubt, it is solely your responsibility to ensure that any of your employees or any person authorized on your behalf that enter into Transactions with ADSS HK have the authority to do so. If you request us to cancel your instructions, we shall only be able to do so if we have not already acted on those instructions. Instructions may only be withdrawn or amended by you with our consent.

根據第 7.2 及 7.3 條，閣下授權我們（及，如適用，任何 ADSS 集團的成員）在沒有進一步查實該人士的真實性、有否被授權或其身份的情況下依賴和執行由閣下或閣下的授權人士發出的指示（包括任何我們有理由相信為閣下的授權人士）。為免發生疑問，這是閣下的責任以確保任何閣下的員工或授權人士有權代表閣下與阿布扎比證券進行交易。如果閣下要求我們取消閣下的指示，我們只能在該指示未被執行前取消。閣下只可能在我們同意下撤銷或修改指示。

- 7.5. An instruction shall not constitute a binding Transaction between you and us even if accepted by us. Subject to Manifest Error, Abusive Trading Strategies and a Transaction appearing in your Account Statement, a binding Transaction between you and us will only become effective two (2) Business Days following the trade date of the Transaction. When instructions are given over the telephone, we (or, where applicable, any member of the ADSS Group) shall acknowledge receipt of the instructions orally or in writing, as appropriate.

即使已獲我們接納，指示亦不構成閣下與我們之間具約束力的交易。根據明顯錯誤、濫用交易策略及閣下賬單中的交易，閣下與我們之間具約束力的交易僅於交易的交易日期後兩個營業日起生效。倘閣下通過電話發出指

示，我們（或（如適用）ADSS 集團的任何成員公司）將口頭或書面（如適用）確認收到指示。

- 7.6. We may, at our sole and absolute discretion refuse to accept any instruction from you, without giving any reasons or notice to you. Additionally, we may refuse to execute any instruction with or without reason or notice and we may cancel any instructions previously given by you provided that we have not acted upon your instructions (and subject always to Manifest Error and Abusive Trading Strategies). Acceptance of any instructions does not constitute any agreement or representation that we will execute the instructions. A valid contract will only be formed when you receive a trade confirmation from us or the System shows that an instruction has been executed (whichever is earlier). No failure on the part of us to execute any instruction or order given by you for the sale or purchase of LFX shall give rise to any claim by you against us.

我們可全權酌情決定拒絕接受閣下的任何指示，而毋須說明任何理由或通知閣下。此外，我們可拒絕執行任何指示，同時說明理由或發出通知或毋須說明理由或發出通知，我們可取消閣下先前發出的任何指示，但前提是我們尚未按閣下的指示行事（及須一直受明顯錯誤及濫用交易策略的規限）。接受任何指示並不構成我們將執行指示的任何協議或聲明。有效的合同在閣下收到我們的交易確認或系統顯示該指示被執行後形成（以較早者為準）。任何因執行閣下所指示作買賣而發生的錯誤與阿布扎比證券無關，不會向阿布扎比證券索取任何賠償。

- 7.7. You agree that we may take the opposite position to your order either for its own Account or for the account of others.

閣下同意我們可能以我們或其他人的賬戶執行與閣下相反的訂單。

- 7.8. Subject to Applicable Laws and market requirements, we may in our absolute discretion determine the priority in the execution of your Orders, having due regard to the sequence in which such orders were received, and you shall not have any claim of priority to another client in relation to the execution of any Order received by us.

在符合法律和市場要求下，我們可能在我們的絕對酌情權決定執行訂單的優先次序。

- 7.9. We may require confirmation from you of any Order or instruction if:

我們可能會要求閣下確認的下單指示，如：

- a) we consider that such confirmation is desirable or that an Order or instruction is ambiguous; or
我們認為該確認是可取的或下單指示不明確；或
- b) the instruction is to close your Account.
取消賬戶的指示。

- 7.10. We have the right (but no obligation) to set limits and/or parameters to control your ability to place instructions at our sole and absolute discretion. Such limits and/or parameters may be amended, increased, decreased,

removed or added to by us at our sole and absolute discretion and may include (without limitation):

我們有權利（但無義務）全權酌情決定設定限制及／或參數以控制閣下發出指示的能力。我們可全權酌情決定修改、增加、減少、刪除或添加該等限制及／或參數，而毋須事先通知閣下，其可能包括（但不限於）：

- a) controls over maximum instruction amounts and maximum instruction sizes;
控制最大指示金額及最大指示規模；
- b) controls over our total exposure to you;
控制我們對閣下的總風險；
- c) controls over prices at which instructions may be submitted (which include, without limitation, controls over instructions which are at a price which differs greatly from the market price at the time the instruction is submitted to the order book);
控制可提交指示的價格（包括但不限於控制向指令簿提交指示時價格與市價大有不同的指示）；
- d) controls over the System (which include, without limitation, any verification procedures intended to ensure that any particular instruction or instructions has come from you); or
控制系統（包括但不限於旨在確保任何特定指示或指示來自閣下的任何驗證程序）；或
- e) any other limits, parameters or controls which may be required to be implemented in accordance with Applicable Law.
根據適用法律須執行的任何其他限制、參數或控制。

7.11. You undertake to notify ADSS HK promptly, by telephone at +852 3185 0900 or via e-mail at cshk@adss.com, of any: 任何以下情況，閣下會透過電話+852 3185 0900 或電郵 cshk@adss.com 通知阿布扎比證券

- a) failure to receive a trade confirmation that an Order initiated by you through the System has been received and/or executed;
未能收到閣下的訂單已被系統收到及／或執下的交易確認；
- b) failure to receive or inability to access confirmations or statements where such are made available by the System;
未能收到或在系統存取確認或結單；
- c) receipt of confirmation of an Order which you did not place.
收到閣下沒有下單的交易確認。

Any loss resulting from your failure to notify us shall be for your Account.

任何因閣下未能通知我們有關錯誤而導致的損失應由閣下賬戶承擔。

8. Liquidity 流通量

8.1. All rates offered by ADSS HK to you are based on current rates and are real-time. ADSS HK receives bid and ask prices from ADS Securities LLC ("ADSS"), parent company of ADSS HK, which is the sole liquidity provider ("The

Liquidity Provider") of ADSS HK. The rates provided to you by ADSS HK and order execution price include a mark-up over liquidity provider's rates. ADSS HK adopts pre-hedging practices. Once you place an order, ADSS HK immediately hedges an order which is identical to your order directly with ADSS. Your order will be executed only when ADSS HK completes its hedging with ADSS. ADSS HK does not act as a market maker in any currency pairs. There are inherent limitations to liquidity that can affect final execution of your order. For more details about ADSS HK Order Execution Policy, please visit the ADSS HK website

阿布扎比證券為閣下提供的所有價格都是根據現有價格並且是實時的。阿布扎比證券獲得其母公司 ADS Securities LLC ("ADSS") 提供買入及賣出價格。ADSS 是阿布扎比證券的唯一流通量提供者（「流通量提供者」）。阿布扎比證券向閣下提供的價格和訂單執行價格包含從流通量提供者所得價格的提價。阿布扎比證券採用預先對沖措施。當閣下發出訂單，阿布扎比證券即時直接與 ADSS 發出與您訂單相同的訂單。閣下的訂單只有在阿布扎比證券完成與 ADSS 的對沖時才被執行。阿布扎比證券不是任何貨幣對的做市商。流通量有其內在限制，可能會影響閣下訂單的最終執行。有關阿布扎比證券訂單執行政策的更多詳情，請參考阿布扎比證券網站。

9. Pricing and Execution 定價及執行

9.1. We will, from time to time, provide you with quotes via the System or over the telephone by a Client Services Officer. Verbal quotes provided to you are indicative only. Indicative quotes are provided for information purposes only and do not constitute an offer to buy or sell any product at that price. Where you place an Order following an indicative quote, we will consider that you are placing an Order at our then offered rate. You acknowledge that such rate may differ from the indicative quote provided by us.

我們將通過系統或由客戶服務主任通過電話不時向閣下提供報價。向閣下提供的口頭報價僅作指示之用。所提供的指示性報價僅作參考用途，並不構成以該價格購買或出售任何產品或工具的要約。倘閣下根據指示性報價發出指令時，我們將認為閣下以我們當時提供的費率發出指令。閣下承認該費率與我們提供的指示性報價可能有所不同。

9.2. Although we expect that our pricing will be reasonably related to other pricing available in the interbank market, pricing reported by us may vary from pricing available to banks and other participants in what is known as the interbank market. We will, in our sole and absolute discretion, determine the pricing and price feed for your Account. Further, we reserve the right to modify the offered pricing and spread offered at any time without prior notice to you.

雖然我們預計我們的定價將與銀行同業拆放市場現有的其他定價合理相關，但我們所報的定價可能與提供予被稱為銀行同業拆放市場的銀行及其他參與者的定價有所不同。我們將全權酌情釐定閣下賬戶的定價及

最低限價。此外，我們保留隨時修改所提供的定價及所提供的差價的權利，而毋須事先通知閣下。

Our live pricing may vary from both the demo environment and from our competitors. Any reference made to pricing or orders transacted with other brokers or banks will not be taken into account when and where a complaint arises. 我們的實時定價會因演示環境及競爭對手而不同。投訴時將不會考慮任何參考與其他經紀或銀行交易的定價或指令。

- 9.3. You acknowledge and understand that Transactions are not traded on a physical exchange and, therefore, cannot be physically delivered. Therefore, you hereby, authorize us to rollover all Open Positions in your Account at the end of the Business Day (at your own risk), into the next Business Day, which may be inclusive of the weekend or holiday when the market is closed for trading. The positions will be rolled over by debiting or crediting your Account with the amount calculated in accordance with our policy which is available on our Website.

閣下承認並瞭解交易不以實體交易所進行交易，因此不能以實體交付。因此，閣下謹此授權我們於營業日結束時，將閣下賬戶中的所有未平倉轉存（風險由閣下自行承擔）至下一個營業日，包括市場停止交易的週末或假期。有關持倉將以扣除或計入閣下的賬戶的方式轉存，有關金額乃根據我們於我們的網站提供的政策計算。

- 9.4. It is important for you to note that the execution of Orders will vary depending on the System which you are using for your trading activities. We highly recommend that you refer to our Order Execution Policy before you begin your trading activities and subsequently on a regular basis.

閣下須注意，指令執行將因閣下的交易活動所使用的系統而有所不同。我們強烈建議閣下開始交易活動前及其後定期參閱我們的訂單執行政策。

10. Trading Confirmations and Account Statements 交易確認函及賬單

- 10.1. We will provide you with daily Account Statements in electronic form through the System and/or Secure Access Website (where available). Such Account Statements will generally include confirmations of Transactions (including trade numbers), your end of day trading balance and the profits and losses in your Account (realised and unrealised). We reserve the right to modify the format and content of Account Statements from time to time without prior notice to you.

我們將通過系統及 / 或安全瀏覽網站（如適用）以電子形式向閣下提供每日賬單。該等賬單一般包括交易確認函（包括交易編號），閣下的日結交易餘額及賬戶損益（已變現及未變現）。我們保留不時修改賬單形式及內容之權利，而毋須事先通知閣下。

- 10.2. We will also provide you with periodic reports such as monthly Account Statements (in electronic form) concerning the content and value of your Account as often as is required by Applicable Law or as otherwise agreed by us. You can also generate daily and monthly reports of

your Account through the System and/or Secure Access Website (where available). We highly recommend that you review your daily and monthly Account Statements ("Statements") as soon as they are available in order to keep apprised of the trading activities in your Account.

我們亦將根據適用法律的要求或我們另行協定的方式，向閣下提供有關閣下賬戶的內容及價值的定期報告。閣下亦可通過系統及 / 或安全瀏覽網站（如適用）獲取閣下賬戶的每日及每月報告。為了能不斷評估閣下賬戶的交易活動，我們建議閣下檢閱閣下的日結單和月結單（“結單”）。

- 10.3. The transmission of statements and other materials by electronic means is not safe. We accept no responsibility for defects in information received by you in using our System and/or Secure Access Website, or for the failure of any such information to reach you, nor for the consequences of such defect or failure, where the causes are beyond our control.

該結單的傳送方式和其他以電子發放的資料都是不安全。我們不接受任何閣下使用我們的系統及 / 或安全瀏覽網站收到不完整的資料，或資訊不能傳送到閣下或室我們的控制以外導致的錯誤的責任。

- 10.4. Account Statements and confirmations of Transactions shall, in the absence of Manifest Error, Abusive Trading Strategies or grossly obvious inaccuracies, be conclusive and legally binding on you, unless (a) we receive from you an objection in writing within two (2) Business Days of the Transaction appearing in the System. If we have notified you of any such error we shall issue a revised Account Statement and the revised Account Statement shall be conclusive and binding on you, unless we receive your objection in writing within two (2) Business Days of dispatching the revised Account Statement to you. Communications mailed, electronically transmitted or otherwise sent to you at the address specified in our records will be deemed to have been received by you when sent to the relevant address and you waive all claims resulting from failure to receive such communications. For this purpose, we will have ten (10) Business Days to update our records after we receive notice in writing of a different address. Your failure to receive or to electronically access an Account Statement shall not relieve you of the obligation to object as set forth herein.

在沒有明顯錯誤、濫用交易策略或整體上無明顯差錯的情況下，賬單及交易確認函將不可推翻及對閣下具有法律約束力，除非(a)我們於交易在系統上出現兩（2）個營業日內收到閣下的書面反對則當別論。倘我們已通知閣下任何有關錯誤，我們將發出經修訂賬單，經修訂賬單將不可推翻及對閣下具有約束力，除非我們於向閣下寄發經修訂賬單後兩（2）個營業日內收到閣下的書面反對則當別論。按我們的記錄所指定的地址郵寄、以電子方式傳送或以其他方式發送至閣下的通訊，將於送達相關地址時視為已由閣下收取，而閣下豁免因未能收取該等通訊而產生的所有申索。就此而言，我們將於收到不同地址的書面通知後十（10）個營業日內更新我們的記錄。閣下未能收到或以電子方式獲取賬單，將不會解除閣下提出反對的責任（如本協議所載）。

Written objections shall be directed to ADSS HK by e-mail at cshk@adss.com or by mail at 3/F Prosperity Tower, 39 Queen's Road Central, Central, Hong Kong and shall be deemed received only if: actually delivered or mailed by registered mail, return receipt requested, or other electronic means.

書面反對將通過電郵至 cshk@adss.com 或郵寄至香港中環皇后大道中 39 號豐盛創建大廈 3 樓提交予阿布扎比證券，僅在以掛號郵件（要求提供回執）或其他電子方式實際交付或郵寄後方視為收取。

- 10.5. In the event that there is a systems failure (whether resulting from a fault with our System, your system or with the server or otherwise), you may not receive communications sent by our System or they may be delayed, and we may not be aware of this. Notwithstanding the foregoing, any such communication will be conclusive and binding on you if you do not notify us within two (2) Business Days of your non-receipt.

在系統失敗的情況下（不論是我們或是閣下私系統或服務器或其他故障），閣下可能不能接收由系統發出的訊息或延遲，而我們並不知道。儘管有上述規定，如果你沒有在你未收到訊息的兩個工作日內通知我們，任何訊息都是確實及對閣下具有約束力。

- 10.6. You acknowledge and accept that the posting of confirmations of Transactions through the System and/or Secure Access Website will be deemed delivery of trading confirmations and Account Statements by us to you.

閣下承認並同意系統和/或安全瀏覽網站上的交易確認將被視為我們已把交易確認和賬戶結單發送給閣下。

- 10.7. In the event of conflict between the information relating to your Account which is available on the System and via the Secure Access Website, the information contained on the System shall prevail.

如在系統及經安全瀏覽網站上關閣下賬戶的資料有衝突，將以系統上的資料為準。

- 10.8. If a dispute arises between you and us relating to the existence or terms of any Transaction, we may at any time without prior notice to or any further authority from you take whatever action that we consider appropriate in relation to such disputed Transaction. We will notify you (orally or in writing) as soon as is practically possible of any action we have taken but any failure by us to give such notice will not prejudice the validity of such action.

如果閣下與我們在有關存有的交易或交易條款的爭議，我們可能會在不事先通知閣下或沒有取得閣下的授權的情況下採取任何我們認為對該交易爭議合適的行動。

- 10.9. We may at any time, whether or not we provide you with notice of the same, cease to send you all or any communications under these Terms by electronic means and make such communications to you by post or fax.

不論我會有否為閣下提供相同的通知，我們可能不是停止以電子方式發送本協議下的全部或任何訊息，並以郵遞或傳真發送。

11. Fees and Charges, and Other Costs

費用及收費以及其他成本

- 11.1. We will generally be remunerated for providing you with the services by charging you an amount which will be included as a markup, mark-down and/or the bid/ask spread of products you buy or sell through the System. Such fees will generally be applied to your Account on a per trade basis but may also be applied on any other basis as we determine from time to time. You understand that such fees vary on a daily and continuous basis depending on many factors including market conditions, currency pairs, availability of products in the market etc.

我們一般會就向閣下提供服務收費而從中得到報酬，而費用將以閣下透過系統買賣工具的加價、減價及/或買賣價差價的形式收取。有關費用將一般按逐筆交易就閣下的賬戶收取，但亦可能按我們不時釐定的任何其他基準收取。閣下理解，有關費用逐日持續變動，視乎市況、貨幣對、市場上工具的供應等多種因素而定。

- 11.2. We will also charge you for costs and expenses incurred by us in providing the services such as costs and charges for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees and inactivity fees as well as any phone order fees, transfer fees, registration costs, taxes (including, without limitation, stamp duty, stamp duty reserve tax and registration taxes) and other similar costs and Transaction-related expenses which may include additional expenses attributed by the ADS Group to the execution of Transactions for your Account and fees arising out of Transactions in your Account. We will endeavor to include a comprehensive list of such costs and expenses on our Website and will be updated regularly.

我們亦將向閣下收取我們提供服務所產生的成本及開支，如銀行業務相關費用（如存款/取款電匯費、無效支票手續費及間置費）附帶的成本及開支以及任何電話指令費用、轉讓費、登記成本、稅項（包括但不限於印花稅、印花稅儲備稅項及登記稅）及其他類似成本以及相關交易開支，可能包括 ADSS 集團就閣下賬戶的交易執行收取的額外費用及閣下賬戶交易產生的費用。我們將盡力於網站中載列有關成本及開支的完整清單，而收費表將定期更新。我們保留權利可收取成本及開支，而不論有關成本及開支是否載於收費表，並可不時修訂收費表而毋須通知閣下。閣下須負責定期審閱收費表，瞭解其任何修訂，並同意受其約束。閣下進一步同意支付收費表中未提及的任何收費。

- 11.3. All positions which remain open after close of business may be subject to a rollover or swap rate. All positions will be rolled over by debiting or crediting your Account in accordance with the daily rollover rate which are provided to us by our liquidity providers and may include a mark-up or mark-down. Rollover times, rates and swap rates vary based on the System and are available on the Statement.

於營業結束後仍未平倉的所有持倉可能須繳納展期或掉期費率。所有持倉將會透過從閣下的賬戶扣除或計入費率而展期，而有關費率則根據我們的流動性提供商提供的每日展期交費率計算，當中可能包括加價或減價。展

期的時間、費率及掉期費率視乎交易平台而不同，可從結單瞭解詳情。

- 11.4. You will be obliged to pay to us the fees and charges set out in Clauses 11.1 to 11.3 above inclusively. You hereby authorise us (and, where applicable, any member of the ADSS Group) to incur any charges, costs and expenses and to apply any fees, and to pay the same out of your Account.

閣下必須向我們支付上文第 11.1 條至第 11.3 條（包含首尾兩條）載列的費用及收費。閣下謹此授權我們（及倘適用，ADSS 集團任何成員公司）招致任何收費、成本及開支以及應用任何費用，並以閣下的賬戶支付該等費用。

- 11.5. Independent of the above Clauses, we will be entitled to demand that you pay the following expenses with or without notice:

除以上條款外，我們將有權要求閣下支付以下開支而不論有否發出通知：

- a) all extraordinary disbursements resulting from the client relationship (e.g. telephone, telefax, courier, and postal expenses in cases where you request hardcopy confirmations, Account Statements etc. which we could have delivered in electronic form);
因處理客戶關係而產生的所有非經常性開支（如倘閣下要求就我們原本以電子形式發送の確認書、賬單等提供紙質版本，所產生的電話、傳真、快遞及郵寄開支）；
- b) any of our expenses caused by your non-performance of your obligations under these Terms, including a fee reasonably determined by us in relation to forwarding of reminders, legal assistance, etc; and
因閣下未履行閣下根據該等條款應承擔的責任導致我們產生的任何開支，包括我們就發送提醒函、法律援助等合理釐定的費用；及
- c) any other administration fees in connection with your trading activity.
有關閣下交易活動的任何其他管理費用。

The expenses will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed in-house. The methods of calculation may be combined. We reserve the right to introduce new expenses.

費用將按有關付款相應的固定金額或按內部服務相應的百分比率或小時費率收取。計算方式可能綜合上述方法。我們保留收取新費用的權利。

- 11.6. If we receive or recover any commissions, cost, expense, fee or any other amount in respect of your obligations under these Terms in a currency other than that in which the amount was payable, whether pursuant to a judgment of any court or otherwise, you will indemnify us and hold us harmless from and against any cost (including costs of conversion) and Loss suffered by us as a result of receiving such amount in a currency other than the currency in which it was due.

倘我們根據任何法院判決或其他方面，就閣下根據該等條款應承擔的責任收取或收回任何佣金、成本、開支、費用或任何其他款項，而付款貨幣與應付款項的貨幣不同，則閣下將彌償我們因收款貨幣不同於應付款項貨幣而產生的任何成本（包括兌換成本）虧損，並令我們免於承擔有關成本及虧損。

12. Operating your Account: Base Currency, Deposits, Payments and Withdrawals

操作閣下的賬戶：基礎貨幣、存款、付款及取款

- 12.1. You agree to comply with the following when making payments to us under these Terms:

閣下同意，當根據該等條款向我們作出付款時，遵守以下各項：

- a) all payments to us (including deposits) are to be made in immediately available funds and to such account as is designated by us;
向我們作出的所有付款（包括存款）將以即時可用資金作出，並匯入我們指定的賬戶；
- b) all payments to us (including deposits) are to be made in a currency which is a Base Currency, unless we otherwise agree in writing or we request that you make a payment to us in a currency other than a Base Currency;
向我們作出的所有付款（包括存款）將以基礎貨幣作出，除非我們另行以書面形式同意或我們要求閣下以基礎貨幣以外的貨幣向我們付款則當別論；
- c) all payment to us must be made without set-off or counterclaim and without deduction. If you are compelled to withhold or make any deduction, you shall pay additional amounts to ensure receipt by us of the full amount which we would have received but for such withholding or deduction. If you fail to meet your obligations you agree that you are accountable for any resulting expenses and Loss suffered by us;
向我們作出的付款必須未予抵銷或面臨反申索及無扣減。倘閣下被迫進行預扣或作出任何扣減，閣下須支付額外金額以確保我們收到在無預扣或扣減的情況下原應收到的全部款額。倘閣下未能履行閣下的責任，閣下同意承擔我們因此而遭受的任何開支及虧損；
- d) you may make any payment to us (including deposits) by crossed cheque, or bank wire or any other method specified by us from time to time;
閣下可透過經劃線支票或銀行電匯或我們不時指定的任何其他方式向我們作出任何付款（包括存款）；
- e) we do not accept payments or deposits in the form of cash except under exceptional circumstances and subject always to compliance with Applicable Law;
除特殊情况及始終須遵守適用法律外，我們不接受以現金形式作出的付款或存款；
- f) you are responsible for all third party electronic, telegraphic transfer or other bank fees in respect of payment as well as any fees or charges imposed by us, which may be based on the elected payment method;

閣下須承擔有關付款的所有第三方電子轉賬、電匯或其他銀行手續費以及我們可能基於選定付款方式徵收的任何費用或收費；

- g) if any payment is not received by us on the date such payment is due, then (without limitation of any other rights we may have) we will be entitled to charge interest on the overdue amount (both before and after judgment) at an interest rate of LIBOR+4% from the date payment was due until the actual date of payment. For this purpose, we will determine LIBOR, in our sole and absolute discretion, in accordance with prevailing money market conditions;

如果我們未於到期日收到到期款項，則在不限制於我們可能擁有的任何其他權利下，我們有權自有關款項到期日起至其實際支付日期止，按倫敦銀行同業拆借利率加 4%收取逾期未付款項的利息（在判決之前和之後）。就此而言，我們將根據現行貨幣市場狀況全權酌情釐定倫敦銀行同業拆借利率；

- h) any payment made to us will only be deemed to have been received when we receive cleared funds; and 支付給我們的任何款項僅於我們收到已結算的資金時，方被視為已收訖；及

- i) you bear the responsibility to ensure that payments made to us are correctly designated in all respects including without limitation, your Account details where required by us.

閣下有責任確保支付給我們的款項在各方面（包括但不限於我們需要的閣下賬戶詳情）均被正確指定用途。

- 12.2. You may request a withdrawal or transfer of funds from your Account where the balance of your Account is positive. We may at our sole and absolute discretion withhold, deduct or refuse to make a payment (in whole or in part) where:

當閣下賬戶結餘為正時，閣下可要求自閣下的賬戶取款或轉移資金。在以下情況下，我們可全權酌情決定預扣、扣減或拒絕付款（全部或部分）：

- a) you have Open Positions on the Account showing a Loss;
閣下賬戶上的未平持倉出現虧損；
- b) the requested payment would reduce your Account balance to less than the amount required to meet your Margin Requirement in respect of your Open Positions;
所要求的付款將導致閣下的賬戶結餘降至閣下為滿足未平持倉所需保證金要求的金額以下；
- c) we reasonably consider that funds may be required to meet any current or future Margin Requirement on Open Positions due to underlying market conditions;
我們合理認為，鑒於相關市場狀況，或需有關資金方可滿足任何未平持倉的目前或未來保證金要求；
- d) you have any actual or contingent liability to any member of the ADSS Group or any Service Provider;
閣下對 ADSS 集團任何成員公司或任何服務提供商負有任何實際或或然負債；

- e) we reasonably determine that there is an unresolved dispute between us and you relating to these Terms or any other agreement between us;

我們合理釐定，我們與閣下之間就該等條款或我們之間訂立的任何其他協議尚有未解決的糾紛；

- f) you instruct us to pay a third party from your Account; or

閣下指示我們從閣下的賬戶向第三方支付出付款；或

- g) we reasonably consider that making such payment would cause us to breach or otherwise infringe any Applicable Law.

我們合理認為作出有關付款將導致我們違反或在其他方面違背任何適用法律。

- 12.3. Unless otherwise agreed in writing by us and subject always to compliance with Applicable Law, all payments from your Account shall be made in the form of a crossed cheque naming you or bank wire transfer. We do not make payments in cash.

除非我們另以書面形式同意，並始終在遵守適用法律的前提下，否則從閣下的賬戶作出的所有付款將以退還款項至以閣下為抬頭人的劃線支票或銀行電匯的形式作出。我們概不進行現金付款。

- 12.4. We accept US Dollars as Base Currency.

我們接受美元為基礎貨幣。

- a) All payments into your Account will be converted from the currency in which they are received into the Base Currency of the Account in which they are deposited. The terms of this Clause will also apply where we make any payment to your Account in a currency other than the Base Currency of the Account receiving the deposit.

存入閣下賬戶的所有款項，將由我們自收取有關款項的貨幣兌換為所存入賬戶的基礎貨幣。倘我們以收款賬戶的基礎貨幣以外的貨幣向閣下的賬戶作出任何付款，本條規定亦適用。

- b) All payments from your Account will be made in the Base Currency of that Account unless we agree in writing that such payment should be made in a different currency. The terms of this Clause will also apply where any interest, costs, commissions or other charges to be debited from your Account are in a currency other than the Base Currency of the Account. Where we agree to make a payment in a currency other than the Base Currency of the Account, we will convert the relevant payment amount from the Base Currency to the agreed currency for payment.

自閣下的賬戶作出的所有付款將以該賬戶的基礎貨幣作出，除非我們以書面同意有關付款應以不同貨幣作出則除外。倘須從閣下的賬戶以不同於該賬戶基礎貨幣的貨幣扣除任何利息、成本、佣金或其他費用，本條規定亦適用。倘我們同意以該賬戶基礎貨幣以外的貨幣作出付款，我們會將有關付款金額由基礎貨幣兌換為協定的付款貨幣。

- c) Whenever we conduct currency conversions, we will apply a floating exchange rate which is offered by our liquidity providers.

當我們進行貨幣兌換時，將採用由我們的流動性提供者提供的浮動匯率。

- d) Your money deposited into our bank accounts could be exchanged into any other currency(ies) and transfer between segregated account(s) in any other currency(ies) at bank exchange rate available to ADSS HK.

閣下存入我們銀行賬戶的資金可被兌換成任何其他貨幣，並以 ADSS 香港適用的銀行匯率轉賬至任何其他貨幣的獨立賬戶。

- 12.5. You understand and agree that where a Transaction is effected in a currency other than the Base Currency:

閣下理解並同意交易受貨幣影響而不是基礎貨幣：

- a) any profit or loss arising as a result of a fluctuation in the applicable exchange rate will be entirely for your Account; and

任何因適用的匯率波動導致的整個賬戶的利益虧損；及

- b) all Margin payments shall be made in base currency in such amounts as we in our sole discretion may require.

在我們的決定下，所有保證金款項應以基礎貨幣計算。

- 12.6. Unless we provide you with written notice to the contrary, all payments and deliveries by us to you will be made on a net basis. We will not be obliged to deliver or make any payment to you unless and until you provide us with any required documents or cleared funds.

除非我們向閣下發出書面通知告知相反做法，否則我們向閣下作出的所有付款及交款將以淨額基準作出。除非及直至閣下向我們提供任何所需的文件或已結算資金，否則我們將無責任向閣下交付或作出任何付款。

13. Payments Relating to your Trading Activities

與閣下的交易活動有關的付款

- 13.1. You will be responsible for the due performance of obligations under each Transaction that is executed for the Account whether by payment of the purchase price, delivery of the relevant foreign exchange contract or otherwise.

閣下將負責妥善履行就賬戶執行的每項交易下的責任，無論是支付購買價格、交付有關工具或其他方面。

- 13.2. Unless otherwise agreed by us in writing, you undertake to make the appropriate payments in connection with your trading activities or your Account on or before the date you have placed an Order with or through us.

除非我們以書面形式同意，否則閣下承諾在閣下向或透過我們下達指令當日或之前，就閣下的交易活動或閣下的賬戶支付足額付款。

- 13.3. Where a Transaction does not settle on the due date for settlement, we may, in our sole and absolute discretion, provisionally credit and debit the Account on such due date of settlement as if the Transaction had settled on that date (contractual settlement). We may, however, at any

time in our sole and absolute discretion reverse any such provisional debits and credits.

倘交易未能於到期結算日期結算，我們可全權酌情決定於有關到期結算日暫時從賬戶中計入及扣除款項，猶如該交易已於該日結算（合約結算）。然而，我們可隨時全權酌情決定推翻任何暫時計入及扣除款項的做法。

- 13.4. You hereby agree that you will confirm all payments made to us by providing details of such payments as required by us (whether wire transfer details or SWIFT or otherwise).

閣下謹此同意，閣下將按我們的要求提供付款詳情（不論電匯詳情或 SWIFT 或其他方面），而確認我們作出的所有付款。

14. Leverage

槓桿

- 14.1. We may, in our sole discretion, agree to provide you with Leverage to trade in your Account. Leverage terms and conditions may vary depending on your account balance, trading style, trading history, experience or other factors determined by us from time to time. The purpose of the Leverage is to provide you with funding in respect of Transactions for your Account. By placing Orders on the System, you confirm that the purpose of any Leverage will be fully consistent with your financial condition, strategy, objectives and business conditions.

我們可全權酌情同意向閣下提供槓桿，以供閣下的賬戶交易。視乎閣下的賬戶結餘、交易風格、交易歷史、經驗或我們不時釐定的其他因素而定，槓桿條款及條件或會不同。槓桿的目的旨在為閣下提供資金，以進行賬戶交易。閣下透過系統下達指令，即表示閣下確認任何槓桿的目的完全切合閣下的財務狀況、策略、目標及商業條件。

- 14.2. We reserve the right to alter, amend, or revoke any Leverage given to you at any time, in our sole and absolute discretion and without prior notice to you. You have the right to request from us to alter your Leverage requirements at any time.

我們保留權利可隨時全權酌情修改、修訂或撤銷任何給予閣下的槓桿，而毋須事先給予閣下通知。閣下有權隨時要求我們修改閣下的槓桿要求。

- 14.3. You understand and agree that:

閣下理解並同意：

- a) if you trade using Leverage, you increase your buying power but also and concurrently increase the amount of capital at risk of loss should your trading activities result in a loss;

倘閣下使用槓桿進行交易，閣下的購買力雖然增強，但倘閣下的交易活動產生虧損，亦同時增加承受虧損風險的資金金額；

- b) your Margin Requirements will vary based upon the amount of Leverage extended to you; and

閣下的保證金要求將根據給予閣下的槓桿金額而變動；及

- c) although your Leverage will not vary with market movements, your Margin Requirement will.

儘管閣下的槓桿不會隨著市場波動而變動，但閣下的保證金要求會隨之變動。

- 14.4. It is your sole responsibility to monitor your Leverage and Margin Requirements at all times.

閣下須自行負責監察閣下於任何時候的槓桿及保證金要求。

15. Margin 保證金

- 15.1. As a condition of entering into a Transaction, we may, in our sole and absolute discretion, require you to deposit Margin as security for payment of any losses incurred by you in respect of any Transaction. You must satisfy any and all Margin Requirements immediately as a condition to entering into any Transaction and we may decline to enter into a Transaction if you do not have sufficient funds in your Account to satisfy the Margin Requirement for that Transaction at the time the relevant Order is placed.

作為訂立交易的條件，我們可全權酌情要求閣下存入保證金，作為閣下就任何交易所引致的任何虧損進行賠付的抵押。閣下須即時履行任何及全部保證金要求，作為訂立任何交易的前提。倘於下達指令之時，閣下賬戶的資金並不足以履行交易的保證金要求，我們可拒絕訂立該交易。

- 15.2. Unless otherwise agreed, Margin will be held in the Base Currency.

除非另同意，保證金會以基礎貨幣為基礎。

- 15.3. You agree that we will be entitled to assign such value to the Margin Requirements we, in our sole and absolute discretion, will determine. In setting your Margin Requirements, we will take into consideration multiple factors including your account balance, your trading history and patterns, your trading style, your trading experience, the potential volatility of the foreign exchange contracts you are trading, the historical volatility of the foreign exchange contracts you are trading, etc. You understand and agree that even if we have previously applied Margin Requirements to you at a specified level, it does not preclude us from raising or lowering your Margin Requirements at any time and without prior notice to you. For more details on how Margin requirements are calculated, please refer to our Order Execution Policy.

閣下同意，我們有權對保證金要求指定我們全權酌量釐定的數額。於設定對閣下的保證金要求時，我們將考慮閣下的賬戶結餘、交易歷史及模式、交易風格、交易經驗、閣下所交易工具的潛在波動及歷史波動等多種因素。閣下理解並同意，即使我們先前已按指定水平向閣下批予保證金要求，惟並不妨礙我們在毋須提前通知閣下的情況下隨時提高或降低閣下的保證金要求。有關保證金要求計算方式的更多詳情，請參閱我們的訂單執行政策。

- 15.4. Our Margin Requirements for different types of foreign exchange contracts are generally displayed on our Website. However, we may notify you of Margin

Requirements through alternative means. We reserve the right to determine specific Margin Requirements for individual Transactions. We also reserve the right to modify Margin Requirements with immediate effect without giving any reasons or notice to you. You are specifically made aware that the Margin Requirements applicable to your Open Positions are subject to change without prior notice.

我們有關不同類型工具的保證金要求一般載於我們的網站。然而，我們或會以其他方式通知閣下有關保證金要求。我們保留就各項交易及為包括閣下在內的名客戶釐定不同保證金要求的權利。我們亦保留在毋須向閣下說明任何理由或發出任何通知的情況下修改保證金要求並即時生效的權利。閣下尤應注意，適用於閣下未平持倉的保證金要求或會在未提前通知的情況下有所變動。

- 15.5. You may access details of Margin amounts which are paid by you or due to us by logging into the System or by calling a Client Services Officer. You appreciate that in extreme market conditions, your positions might be closed out mandatorily without a Margin Call Warning being made to you. You therefore undertake that you will constantly monitor market condition and reassess your ability to maintain your Open Positions. Further, you acknowledge that:

閣下可登入系統或致電客戶服務主任，查詢閣下已付或應付予我們的保證金數額詳情。閣下瞭解，於極端市況下，閣下的持倉或會在未收到保證金追繳警告的情況下被強行平倉。因此，閣下承諾，閣下將持續關注市況及重新評估閣下維持未平持倉的能力。閣下進一步確認：

- a) it your responsibility to understand how your Margin Requirements are calculated;
閣下須自行負責理解保證金要求的計算方式；
- b) you are responsible for monitoring and paying the Margin required at all times for all Transactions; and
閣下須自行負責隨時監督及支付全部交易所需的保證金；及
- c) your obligation to pay Margin will exist whether or not we contact you regarding any outstanding Margin obligations.

無論我們有否就任何未履行的保證金責任聯絡閣下，閣下支付保證金的責任均將存續。

- 15.6. You have a continuing obligation to ensure that your Account balance is equal to or greater than the Margin Requirements for all of your Open Positions. For the avoidance of doubt, you undertake that you will maintain in your Account, at all times, sufficient Margin to meet your Margin Requirements. If you believe that you cannot or will not be able to meet your Margin Requirement, you should reduce your Open Positions or transfer adequate Margin to your Account to satisfy your Margin Requirements.

閣下負有持續責任須確保閣下的賬戶結餘等於或超出閣下所有未平持倉的保證金要求。為免生疑問，閣下承諾將於賬戶中一直維持充裕的保證金以履行閣下的保證金要求。倘閣下認為不能或將無法滿足保證金要求，閣下

須減少未平持倉或向賬戶轉入足夠的保證金以滿足閣下的保證金要求。

- 15.7. Where there is any shortfall between your Account balance and your Margin Requirement for your Open Positions, we may in our sole and absolute discretion choose to close or terminate, replace or reverse one, several, or all of your Orders (including pending Orders) and/or Transactions (including your Open Positions) immediately, with or without notice to you and take, or refrain from taking, such other action at any time or manner as we, at our sole and absolute discretion, deem appropriate to cover, reduce or eliminate our Liability under or in respect of any of your Orders or Transactions. For more details on our liquidation procedures, please refer to the Order Execution Policy.

倘閣下的賬戶結餘不足以滿足閣下未平持倉的保證金要求，我們可全權酌情選擇即時關閉或終止、重置或反向操作閣下的一項、幾項或全部指令（包括掛單指令）及／或交易（包括閣下的未平持倉），而無論有否通知閣下，並按我們全權酌情認為適當的任何時間或方式採取或不採取我們全權酌情認為適當的其他行動，以彌補、減少或消除我們於閣下任何指令或交易下的負債或與之有關的負債。有關我們清盤程序的更多詳情，請參閱訂單執行政策。

- 15.8. Where you are near breach or in breach of any Margin Requirements, we may make a Margin Call Warning in accordance with these Terms or our Order Execution Policy. You understand that:

無論閣下瀕臨違反或違反任何保證金要求，我們可根據該等條款或我們的訂單執行政策發出保證金追繳警告。閣下理解：

- a) we are not obliged to make a Margin Call Warning to you;
我們並無責任須向閣下發出保證金追繳警告；
- b) where we elect to make a Margin Call Warning, we may make the Margin Call Warning at any time through the System or any other means as determined by us from time to time. For this reason, it is in your best interests to keep us regularly apprised of changes in your contact details. We will not be liable for any failure to contact you with respect to a Margin Call Warning;
倘我們選擇發出保證金追繳警告，我們可隨時透過系統或我們不時釐定的任何其他方式發出保證金追繳警告。因此，閣下定期告知我們閣下的聯絡方式變動符合閣下的最佳利益。我們概不會對未能與閣下就保證金追繳警告取得聯絡而負責；
- c) should we make a Margin Call Warning, the terms and conditions of the Margin Call Warning will be detailed within such warning and we reserve the right to change the terms and conditions of any Margin Call Warning based on market conditions, with or without notice to you;
倘我們發出保證金追繳警告，保證金追繳警告的條款及條件詳情將載列於有關警告。我們保留因

應市況變更任何保證金追繳警告的條款及條件的權利，而無論有否通知閣下；

- d) even if we have made a Margin Call Warning to you, this does not oblige us to take any liquidation action in accordance with Clause 15.7 (whether due to changes in market conditions or otherwise). Further, you understand that we are also entitled to delay the liquidation of your Orders (including pending Orders) and/or Transactions (including your Open Positions) to a later date and at the conditions (including price, level, rate) to be determined by us in our sole and absolute discretion; and

即使我們已向閣下發出保證金追繳警告，我們亦無責任因此而須根據第 15.7 條採取任何清盤行動（無論是否由於市況變動或其他原因）。此外，閣下理解，我們亦有權根據我們全權酌情釐定的條件（包括價格、水平、費率等）將閣下的指令（包括掛單指令）及／或交易（包括閣下的未平持倉）延遲至較晚日期清盤；及

- e) we will not be limited or restricted by the content of any Margin Call Warning if or where made. We will be deemed to have made a Margin Call Warning if we notify you electronically via the System.

倘已發出任何保證金追繳警告，我們將不受當中所載內容的限制或約束。倘我們透過系統以電子方式通知閣下，則視作我們已發出保證金追繳警告。

- 15.9. You may satisfy your Margin Requirement and/or a Margin Call Warning by providing Margin in a form acceptable to us.

閣下可按我們接納的形式提供保證金而履行閣下的保證金要求及／或保證金追繳警告。

- 15.10. Subject to Applicable Laws, Margin will not be required where we have expressly agreed to reduce or waive all or part of your Margin Requirement. The period of such waiver or reduction may be temporary or may be in place until further notice. Any such waiver or reduction must be agreed in writing by us (including by e-mail) and will not limit, fetter or restrict in any way our right to seek further Margin from you.

根據法律，在我們已明確同意減少或豁免閣下所有或部分保證金下，我們不會要求保證金。該保證金的減少或豁免可能是暫時的或直至另行通知。該保證金的減少或豁免必須以書面同意並不會限制或束縛我們任何各閣下要求保證金的權利。

- 15.11. Where you have opened more than one Account with us or any member of the ADSS Group, we are entitled, in our sole and absolute discretion, to transfer funds, assets, collateral or security from one Account to another to satisfy Margin Requirements even if such transfer will necessitate the closing of Open Positions or the cancellation of Orders on the Account from which the transfer takes place.

倘閣下向我們或 ADSS 集團任何成員公司開立一個以上賬戶，我們可全權酌情自一個賬戶向另一個賬戶轉移資金、資產、抵押品或擔保品，以履行保證金要求，即使該等轉移導致必須將轉移賬戶的未平持倉平倉或取消指令。

15.12. Until you have paid or discharged in full all monies and liabilities owed to us, any monies from time to time outstanding to the credit of any of your Accounts shall not be due and payable. We shall be entitled at any time to retain or make deductions from credit balances which we owe to you and you consent to the money in your Accounts being subject to a general lien in our favour in order to meet any liabilities which you may have incurred to us, for example:

除非閣下已支付我們全部款項或已解除債務，所有閣下賬戶的貸款餘額款項不應支付。我們有權在任何時間保留或扣除我們欠閣下的餘額及閣下同意我們對閣下賬戶的金錢有留置權，以滿足閣下對我們的債務，如：

- a) sums to be paid in settlement of Transactions or Margin calls;
支付交易結算的總額或追加保證金；
- b) settlement of charges or any liabilities or costs incurred when exercising our rights under any provision of these Terms;
根據本條款行使我們的權利結算費用或債務或費用；
- c) any interest payable to us.
任何支付我們的利息。

15.13. You undertake neither to create nor to have any security interest whatsoever, nor to agree to assign or transfer, any of the Margin transferred to us.

閣下承諾不製造並不擁有任何擔保權益，亦不同意轉讓或轉移任何已轉移給我們的保證金。

16. Credit Facilities

信貸融資

16.1. We may, in our sole and absolute discretion, agree to provide you with a Credit Facility in relation to Transactions to be entered into for your Account. The purpose of the Credit Facility is to provide you with intra-day funding in respect of Transactions for your Account. By requesting a Credit Facility, you confirm that the purpose of any Credit Facility will be fully consistent with your financial condition, strategy, objectives and business conditions.

我們可全權酌情同意就閣下賬戶擬訂立的交易向閣下提供信貸融資。信貸融資旨在就閣下賬戶的交易向閣下提供日內資金。若閣下申請信貸融資，即表示閣下確認，任何信貸融資的目的將完全契合閣下的財務狀況、策略、目標及商業條件。

16.2. The terms and conditions of the Credit Facility shall be determined by us and notified to you from time to time (which notification may be by e-mail). We reserve the right, without any prior notice, to vary the terms and conditions of the Credit Facility or to terminate the provision of the Credit Facility at our sole and absolute discretion. We reserve the right to charge you interest on the amount of any Credit Facility provided to you in connection with your Account. You hereby agree to reimburse us for any costs, charges or fees incurred by us in connection with the provision of the Credit Facility to you.

信貸融資的條款及條件由我們不時釐定並通知閣下（有關通知可能以電郵形式作出）。我們保留權利可在未有任何提前通知的情況下全權酌情更改信貸融資的條款及條件或終止提供信貸融資。我們亦保留權利可就向閣下提供的有關閣下賬戶的任何信貸融資收取利息。閣下謹此同意賠付我們因向閣下提供信貸融資而引致的任何成本、收費或費用。

16.3. Unless otherwise agreed by us in writing, you undertake to repay any amount outstanding towards your Credit Facility on demand, such demand to be effective immediately, as and when required by us. Amounts shall be repayable in the currency or currencies in which the Credit Facility is denominated.

除非我們另行以書面同意，閣下承諾按要償還任何信貸融資結欠款項，該等要求於我們提出時即告生效。有關款項須以信貸融資的計值貨幣償還。

16.4. In the event of a non-payment of any amount due under or in connection with the Credit Facility, we may:

倘拒不支付信貸融資任何到期應付款項，我們可：

- a) deduct any amounts outstanding under the Credit Facility from any funds held by us on your behalf (including against any Margin in your Account);
自我們代表閣下持有的任何資金（包括閣下賬戶的任何保證金）中扣減任何信貸融資結欠款項；
- b) withhold and/or set-off the whole or part of any payment due to you against any amount outstanding under the Credit Facility;
以信貸融資的任何結欠款項抵扣及 / 或抵銷應付閣下的全部或部分款項；
- c) exercise our rights to sell any investments held by us on your behalf;
行使我們的權利出售代表閣下所持的任何投資；
- d) close out, terminate, replace or reverse any of your Transactions immediately, without notice to you; and
即時關閉、終止、重置或反向操作閣下的任何交易而毋須通知閣下；及
- e) take, or refrain from taking, such other action at such time or times and in such manner as we, in our sole and absolute discretion, consider necessary or appropriate to cover, reduce or eliminate our Liability under or in respect of any of your Transactions.
按我們全權酌情認為必須或適當的任何時間或方式採取或不採取我們全權酌情認為必須或適當的其他行動，以彌補、減少或消除我們於閣下任何交易下的負債或與之有關的負債。

17. Security 抵押品

17.1. As a continuing security for the performance of all of your Secured Obligations, you hereby grant us a first and fixed security interest with full title transfer in all funds, collateral or assets now or in the future provided by you to us and all funds outstanding to the credit of any of your accounts with any member of the ADSS Group ("Security Assets").

作為閣下履行全部抵押責任的持續抵押，閣下謹此就閣下現時或日後向我們提供的所有資金、抵押品或資產及閣下於 ADSS 集團任何成員公司開立的賬戶的所有將進賬資金（「抵押資產」），授予我們第一及固定抵押權，並附帶完全轉讓權。

- 17.2. You agree to execute all documents and to take such further steps as we may reasonably require to perfect our security interest over the Security Assets.

閣下同意按我們的合理要求簽立所有文件及採取進一步措施以完成我們於抵押資產的抵押權。

- 17.3. You may not withdraw or substitute any property subject to our security interest without our consent.

未徵得我們同意，閣下不得取回或替換受我們的抵押權規限的任何財產。

- 17.4. You undertake neither to create nor to have any outstanding security interest whatsoever over, nor to agree to assign or transfer, any of the Custody Assets transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.

閣下承諾不會就向我們轉移的任何保管資產創設或持有任何尚未履行的抵押權，亦不會同意出讓或轉讓任何該等資產，惟持有該等抵押品的結系統就所有抵押品例行施加的留置權除外。

- 17.5. In addition and without prejudice to any rights we may have under these Terms or any Applicable Laws, you grant us a lien on all property held by any member of the ADSS Group or a person on your behalf until the satisfaction of the Secured Obligations.

除我們根據該等條款或任何適用法律可享有的任何權利外及在不影響該等權利的情况下，閣下就 ADSS 集團任何成員公司或任何人士代表閣下持有的全部財產授予我們留置權，直至抵押責任獲履行為止。

- 17.6. Any action taken by us in connection with or pursuant to a Transaction at a time at which any Event of Default specified in Clause 25.1 of these Terms has occurred (whether or not we have knowledge thereof) will be entirely without prejudice to our right to refuse any further performance thereafter, and will not in any circumstances be considered as a waiver of that right or as a waiver of any other right that we may have should such an Event of Default have occurred.

我們於該等條款第 25.1 條所述的任何違約事件發生之時（無論我們是否知悉）就或根據交易所採取的任何行動，概不會影響我們拒絕繼續履行有關責任的權利，及在任何情況下，不得視作放棄有關權利或放棄倘發生有關違約事件時我們可享有的任何其他權利。

- 17.7. All of the interest held in any account for you (either individually or jointly with others) or which may be in our possession, at any time and for any purpose, including safe-keeping, shall be subject to a general lien in favour of us. We shall also have the rights to the extent as permitted by the Applicable Laws to sell such property and utilize the proceeds to offset and discharge all or part of

the obligations of you to us, regardless of whether any other person is interested in or we have made advances in connection with such property.

閣下的賬戶（個人或與他人聯名）或在我們的所有權的所有利益，在任何時間，包括自我保管，應保留我們的留置權。在適當的法律下，我們應有權出售該物業以抵銷及履行閣下對我們的全部或部分義務，無論其他人是否有興趣或我們對該物業已取得發展。

18. Netting and Set-off 抵扣及抵銷

- 18.1. It is agreed between us that all transactions between you and us, whether under these Terms or any other agreement, shall be mutual dealings and part of a single, indivisible, contractual and business relationship notwithstanding that the relevant transactions may be governed by different documentation.

我們彼此之間同意，閣下與我們根據該等條款或任何其他協議所訂立的全部交易均屬相互交易，而儘管有關交易乃受不同文件規管，惟構成單一且不可分割的合約業務關係的一部分。

- 18.2. Without prejudice to our right to require payment from you in accordance with these Terms, we will have the right at any time to set off any Losses incurred by us in connection with your Account or your trading activities against:

在不影響我們根據該等條款要求閣下付款的權利的情况下，我們將有權隨時以我們所引致的有關閣下賬戶或閣下交易活動的任何虧損抵銷：

- a) any account (including any joint account, corporate account or other account which you may hold with us or any member of the ADSS Group) in which you may have a financial interest; or

閣下擁有財務權益的任何賬戶（包括任何聯名賬戶、公司賬戶或閣下於我們或 ADSS 集團任何成員公司持有的其他賬戶）；或

- b) any funds, monies or investment of any kind which we may owe you whether under these Terms or under any other contractual arrangements which you may have with us or any member of the ADSS Group.

我們根據該等條款或閣下與我們或 ADSS 集團任何成員公司訂立的任何其他合約安排而應付閣下的任何資金、款項或任何形式的投資。

- 18.3. If any Loss or debit balance exceeds all amounts so held, you must forthwith pay such excess to us whether demanded or not. You also authorise us to set off sums held by us for or to your credit in a joint account against Losses incurred by such joint account. You further authorise us to set off any Losses incurred in respect of, or any debit balances in, any account held by you with the ADSS Group against any credit on your Account (including a joint account) with us.

倘任何虧損或結欠款項超出按此持有的所有款項，閣下必須立即向我們支付有關差額，而不論我們提出要求與否。閣下亦授權我們以我們持有但須計入閣下聯名賬戶

的款項抵銷有關聯名賬戶產生的虧損。閣下進一步授權我們以閣下於 ADSS 集團持有的任何賬戶產生的任何虧損或任何結欠款項抵銷閣下於我們持有的賬戶（包括聯名賬戶）的任何進賬款項。

- 18.4. If an obligation cannot be reasonably ascertained, we may in good faith estimate that obligation and set-off in respect of that estimate.
倘無法合理確定責任，我們可本著真誠原則估算有關責任並按此估算進行抵銷。

19. Client Money 客戶資金

- 19.1. It is our practice to segregate client funds from our funds. Subject to Applicable Laws, we shall be entitled to deposit or transfer any funds held in the Account or received for or on your Account, between one or more segregated account(s) opened and maintained by ADSS HK, each of which shall be designated as a trust account or client account, at one or more authorized financial institution(s) and/or any other person(s) approved by the SFC for the purposes of the Securities and Futures (Client Money) Rules (the "Client Money Rules") and/or any other persons overseas.

我們慣常把客戶的資金與我們的資金隔離。根據適用法律，我們有權把賬戶或閣下賬戶內的資金存入或轉賬至一個或多個由阿布扎比證券擁有的獨立戶口，每一個應比指定為在一個或多個根據證監會的證券及期貨（客戶資金）規則（"客戶資金規則"）認可的財務機構及/或法人或海外法人的信託戶口或客戶戶口。

- 19.2. We will maintain full and complete records and accounts of all activities relating to your Account. We will not assert any ownership in funds that are placed with us by clients for trading purposes. We will, as far as possible and practicable make our auditors fully aware of the fact and record in all relevant books of account, that funds contained in client accounts belong beneficially to our clients and that we have no proprietary interest therein.

我們將繼續保持全面和完整的記錄及所有有關閣下賬戶的活動。我們不會宣稱我們擁有客戶放置於我們並用於交易的資金為我們擁有權。我們會盡可能讓我們的核數人員清楚了解有關的資金及記錄在有關客戶戶口的賬簿，並了解客戶為該筆資金的實益擁有人，我們從中並沒有專利。

- 19.3. The Account will be in US Dollars. In the event that you instruct us to effect a Transaction in a currency other than US Dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currency will be for your Account. Any conversion from one currency into another required to be made by ADSS HK for performing any action or step under these Terms may be effected by us in such manner at such time as we may in our absolute discretion.

賬戶的貨幣應為美元。在閣下指示我們以美元以外的貨幣執行指示的情況下，任何由貨幣匯率波動產生的得益或損失將由閣下的賬戶承擔。在我們的絕對酌情權下，

任何由阿布扎比證券因執行需要或根據本協議的需要而要求的貨幣轉換都可能通過我們的方式的實行。

- 19.4. All payments to be made by you to ADSS HK shall be freely transferable and immediately available funds clear of any taxes, charges or payments of any nature when received by us.

所有由閣下支付給阿布扎比證券的款項應可自由轉讓及可即時動用，且在我們接收時，明確任何性質的稅收、費用或款項。

- 19.5. By placing funds with us, you agree that all funds transferred into your Account is done for trading purposes only and in anticipation of a Transaction with us and therefore has the purpose of securing or covering your present, future, actual, contingent or prospective obligations to us. You should not place any funds with us that are not for the purpose of trading and securing or covering your present, future, actual, contingent or prospective obligations to us. Any funds you transfer to us pursuant to this Clause will be treated as client money and we will hold it in our bank account which is established to receive and keep separate client funds. Pursuant to the Client Money Rules, your funds will be separated from our assets in the event of our insolvency.

通過將資金放置予我們，即閣下同意所有轉賬至閣下賬戶的資金只用於交易並只預期與我們交易，亦因此具有保護或覆蓋閣下現時、將來、實際、可能發生或預期對我們的義務。若閣下沒有交易或亦因此具有保護或覆蓋閣下現時、將來、實際、可能發生或預期對我們的義務的目的，閣下不應將資金放置於予我們。根據本條款，閣下轉賬給我們的任何資金將被視為客戶資金，並將放置於我們為客戶開設作收取資金的獨立銀行戶口。根據客戶款項規則，閣下的資金會在我們破產的情況下，與我們的資產分離。

- 19.6. Unless otherwise agreed in writing, you acknowledge and agree that we will not pay you interest on any funds provided to us and you expressly waive any entitlement to interest.

除非另有書面同意，閣下確認及同意我們不會支付利息於閣下的任何提供給我們的資金，閣下明確表明放棄獲取利息的權利。

- 19.7. On occasion, we will receive deposits or payments into our accounts that cannot be allocated to any particular customer following reasonable attempts to do so. This may occur (in addition to other reasons) where customers transfer funds to us for deposit but fail to follow stated procedures or to include relevant account references. Where this occurs, we will hold the funds in a suspense account and make reasonable efforts to determine who the funds belongs to. If we cannot allocate the funds after a reasonable period of time, we will attempt to return the funds to the bank or source of transfer. You are therefore urged to follow stated deposit procedures and review your Account when transferring funds to us to ensure all funds are appropriately allocated.

一些情況下，在客戶合理的嘗試下，我們會收到存款或付款到我們的戶口，但不能被分配到指定客戶的賬戶。以下亦可能發生，客戶可能沒有按照程序把資金存入給

我們，包括提供有關賬戶參考資料。若我們在一段合理的時間下，仍不能分配該款項至客戶的賬戶，我們會嘗試把資金退回其轉賬銀行或其他轉賬來源。因此，閣下應遵從已定下的存款程序及查閱閣下的賬戶，確保資金已被分配至閣下的賬戶。

- 19.8. We may hold your money on your behalf outside Hong Kong. The legal and regulatory regime applying to any such bank or person will be different from that of Hong Kong and in the event of the insolvency of any other analogous proceedings in relation to that bank or person, your money may be treated differently from the treatment which would apply if it was held with a bank in an account in Hong Kong. We will not be liable for the insolvency, acts or omissions of any third party referred to in this Clause.

我們可能在香港以外以閣下的名義持有閣下的資金。適用於該銀行或法人的法律和監管制度與香港的不同，在這情況下，閣下的資金在有關該銀行或法人的破產程序將與香港的程序不同。我們對該破產、法令或任何第三方在本條款所指的失誤均沒有責任。

- 19.9. You agree that we may cease to treat your money as client money if there has been no movement on your balance for six years. We shall write to you at your last known address informing you of our intention of no longer treating your money as client money and giving you twenty-eight (28) calendar days to make a claim.

閣下同意如果閣下的賬戶的資金在過去六年沒有被動用過，我們可能不再視閣下的資金為客戶資金。我們會郵寄通知到最後為人知的地址告知閣下該筆資金不再為客戶資金，並給閣下 28 天提出索償。

20. Tax 稅項

- 20.1. We will not provide you with any advice on tax issue related to any services. You are advised to obtain individual and independent counsel from your financial advisor, auditor or legal counsel with respect to tax implications of the respective services.

我們不會就任何服務向閣下提供任何稅務意見。建議閣下就有關服務的稅務後果向閣下的財務顧問、核數師或法律顧問尋求個人及獨立意見。

- 20.2. You are responsible for the payment of all taxes that may arise in relation to your Transactions.

閣下須負責就閣下的交易支付所有可能產生的稅項。

21. Conflicts of Interest 利益衝突

- 21.1. You agree and understand that we or any member of the ADSS Group may have an interest, relationship or arrangement that is material in relation to any Transaction affected with or through us under these Terms. The following are examples of such material interests and conflicts of interest:

閣下同意及理解，我們或 ADSS 集團任何成員公司可能就根據該等條款向或透過我們進行的任何交易擁有重大權益、關係或安排。以下為有關重大權益及利益衝突的例子：

- a) we may deal with you as Principal for our own account;
我們可能以主事人身份為我們的自身賬戶與閣下進行交易；
- b) we may deal with you as agent for both you and for another person (whether or not affiliated or connected with us);
我們可能以代理身份為閣下及其他人士（不論是否與我們有聯屬或關連交易）進行交易；
- c) we may match any of your Orders with the order of any other person (whether or not affiliated or connected with us) receiving, in some cases, a second commission from such other person;
我們可能以任何其他人士（不論是否與我們有聯屬或關連交易）的指令匹配閣下的任何指令，並在若干情況下向該其他人士收取第二筆佣金；
- d) we or any member of the ADSS Group may make a market in a foreign exchange contract held, purchased or sold for your Account; and
我們或 ADSS 集團任何成員公司可能就閣下的賬戶持有、購買或出售的工具造莊；及
- e) we may execute Transactions at a price which is different from the price at which your Order was placed.
我們可能按與閣下下達指令的價格不同的價格執行交易。

- 21.2. We will take reasonable steps to identify and manage conflicts of interest between us and our customers as well as conflicts of interest between customers that arise in the course of our provision of services.

我們將在提供服務的過程中採取合理步驟識別及管理我們與客戶之間的利益衝突以及客戶之間的利益衝突。

- 21.3. Where we (or any member of the ADSS Group) have a material interest in a particular Transaction with or for you, we will disclose it to you as soon as practicable.

在我們（或任何 ADSS 集團的成員）在特定交易中與或為閣下擁有重大權益的情況下，我們會盡快向閣下披露。

- 21.4. Our employees are allowed to trade LFX contracts for their own accounts subject to ADSS HK's approval and monitoring. 於 ADSS 香港的批准及監督下，我們的員工可以以其賬戶作槓桿式外匯交易。

- 21.5. None of our employees or representatives shall accept appointment by you as agent to operate your Account.

我們的員工或代表不應接受閣下的委任為閣下賬戶的操作代理人。

22. Service Providers and Expert Advisors 服務提供商及專家顧問

- 22.1. You may utilise any third party trading system, course, program, software or trading application offered by a Service Provider to provide you with trading programs, signals, advice, risk management, hosting services or other trading assistance. If so, we will not be responsible for any agreement made between you and your Service Provider,

or lack thereof. You acknowledge that any such Service Provider will either be acting as an independent intermediary or an agent for you and that your Service Provider is not an agent or employee of ADSS HK or any member of the ADSS Group. You further acknowledge that your Service Provider is not authorised to make any representation relating to us or our Services.

閣下可利用由服務提供商提供的任何第三方交易系統、資源、程序、軟件或交易應用，以為閣下提供交易程序、信號、建議、風險管理、託管服務或其他交易協助。若如此，我們將不就閣下與閣下的服務提供商之間訂立的任何協議或不訂立協議承擔責任。閣下確認，任何有關服務提供商將作為獨立中介機構或閣下的代理行事，並且閣下的服務提供商並非 ADSS HK 或 ADSS 集團任何成員公司的代理或僱員。閣下進一步確認，閣下的服務提供商並未獲授權就我們或我們的服務作出任何聲明。

- 22.2. We do not control, and cannot endorse or vouch for the accuracy or completeness of any information, recommendation or advice you may have received or may receive in the future from a Service Provider. Moreover, we do not endorse or vouch for any product or service provided by a Service Provider. Since the Service Provider is not an agent or employee of ADSS HK or any member of the ADSS Group, it is your responsibility to properly evaluate the Service Provider before engaging its services. 我們並不控制且未有認可或擔保閣下可能已或未來將從服務提供商收到的任何資料、建議或意見的完整性或準確性。此外，我們並不認可或擔保由服務提供商提供的任何產品或服務。由於服務提供商並非 ADSS HK 或 ADSS 集團任何成員公司的代理或僱員，因此閣下有責任在服務提供商提供服務前，適當評估該服務提供商。

- 22.3. You understand that the Service Provider appointed by you may be able to place Orders on your behalf in your Account (for example where you are using a trading signal or risk management program which places Orders on your behalf automatically without requesting your prior consent to specific or bulk Orders). In all cases, the Service Provider will have access to your personal information held with us including your trading activity. 閣下理解，由閣下委任的服務提供商或會能夠代表閣下就閣下的賬戶下達指令（例如閣下使用交易信號或風險管理程序，可自動代表閣下下達特定或批量指令而毋須取得閣下事先同意）。於所有情況下，服務提供商將可查閱我們持有的閣下個人資料，包括閣下的交易活動。

- 22.4. You are using the services and products offered by Service Providers at your own risk. You are solely responsible for assessing the suitability and appropriateness of such services and products to your needs and experience. Accordingly, you understand and agree that: 閣下使用由服務提供商提供的服務及產品時，風險概由閣下承擔。閣下須自行負責評估該等服務及產品對於閣下的需要及經驗而言是否適用及適宜。因此，閣下理解及同意：

- a) we do not support, maintain, or service any product offered by Service Providers or installed or used in conjunction with the System; 我們不支持、維護或服務由服務提供商提供或隨附系統安裝或使用的任何產品；
- b) we disclaim all responsibility for connection speed, efficiency, availability, and malfunctions between any Service Provider and the System. Further, we disclaim all responsibility and shall not be liable for any damages which you may suffer, including loss of funds, data or service interruptions as a result of using services and products offered by Service Providers; 我們概不就任何服務提供商及系統之間的連結速度、效率、可用性及故障承擔任何責任。此外，我們概不就閣下因使用服務提供商提供的服務及產品而可能產生的任何損害賠償（包括資金虧損、數據或服務中斷）承擔任何責任，亦不會就此負責；
- c) we have no obligation to review any past or actual performance results published by Service Providers, nor the potential for these results to be achieved. Further, we make no warranty, representation or guarantee that any indications of past or future performance provided by Service Providers can be, will be, or would have been, achieved; and 我們並無責任檢討服務提供商公佈的任何過往或實際表現業績，亦無責任檢討實現該等業績的潛力。此外，我們就服務提供商提供的任何過往或未來表現指標是否能夠、將會或本應實現不作任何保證或聲明；及
- d) we make no warranty, representation or guarantee as to the suitability for you to use Service Providers, or to the quality or completeness of any information (facts, analysis, recommendations or other opinions) provided to you by Service Providers. 我們就閣下是否適合使用服務提供商，或服務提供商向閣下提供的任何資料（事實、分析、建議或其他意見）的質素或完整性不作任何保證或聲明。

- 22.5. The provisions of the foregoing Clauses 22.3 shall apply irrespective of whether or not we or any member of the ADSS Group offer, refer or promote a Service Provider. 不論服務提供商是否由我們或 ADSS 集團任何成員公司提供、推薦或推廣，上述第 22.3 條的規定須適用。

- 22.6. By installing, accessing or otherwise utilising services or products offered by Service Providers in conjunction with your trading activity using the System, including but not limited to any charts, signals, analytical tools or reports provided by such applications, you acknowledge and accept our disclaimer of liability contained herein. 若閣下就使用系統進行的交易活動安裝、進入或以其他方式利用服務提供商提供的服務或產品（包括但不限於該等應用提供的任何圖表、信號、分析工具或報告），即表示閣下確認並接受我們於本協議所載的免責聲明。

- 22.7. You are specifically made aware that your agreement with your Service Provider may result in additional costs for you as:

謹此明確提醒閣下，閣下與服務提供商訂立的協議可能導致閣下產生額外的費用，原因是：

- a) we may pay one-off or regularly scheduled fees or commissions to such person or entity from your Account;
我們可能從閣下的賬戶向該等人士或實體支付一次性或定期費用或佣金；
- b) where you and your Service Provider agree to compensation on a per-trade basis depending on your trading activity, such compensation to the Service Provider may require you to incur a mark-up, above and beyond the ordinary spread provided by us. Such compensation will be paid to the Service Provider from your Account; and
倘閣下及閣下的服務提供商協定視乎閣下的交易活動按照每筆交易基準提供報酬，則向服務提供商提供有關報酬可能導致閣下須支付高於及超出我們提供的一般差價的加價。有關報酬將從閣下的賬戶支付予服務提供商；及
- c) where your Service Provider has been introduced to us by a third party, such third party may be compensated based on your introduction to us and/or on your trading activity. Where compensation to such third party is based on your trading activity, you agree that we may provide the third party with details of your trading activity.
倘閣下的服務提供商可能乃由第三方推薦予我們，則有關第三方的報酬可能基於閣下向我們作出的推薦及/或閣下的交易活動確定。在此情況下，閣下同意，推薦閣下的服務提供商的第三方將可查閱我們持有的閣下個人資料，包括閣下的交易活動。

22.8. You acknowledge and accept that frequent transactions may result in a sum of total commissions, fees or charges that may be substantial and may not necessarily be offset by the net profits, if any, achieved from the relevant trades. It is your and the Service Provider's responsibility for correctly assessing whether the size of the total commissions, fees or charges for trades conducted and paid from your Account is commercially viable. We only act as Principal, and therefore are not responsible for the size of the commissions, fees or charges paid by you to your Service Provider.

閣下確認並接受，頻繁交易可能產生一大筆佣金、費用或收費總額，而未必可被相關交易實現的溢利淨額（如有）抵銷。閣下與服務提供商有責任正確評估閣下的賬戶支付的交易佣金、費用或收費總額規模是否在商業上可行。我們僅作為主事人，因此對閣下向閣下的服務提供商支付的佣金、費用或收費規模不負有責任。

22.9. Any commissions, fees or charges may be shared between us, the Service Provider and third parties.
任何佣金、費用或收費可能由我們、服務提供商及第三方共同收取。

22.10. We may provide to you, at any time upon your request, a breakdown of the remuneration paid by you to the Service Provider, or the compensation scheme charged by the Service Provider as applied to your Account(s) with us.

我們可隨時應閣下的要求向閣下提供閣下支付予服務提供商的報酬詳情，或服務提供商就閣下於我們開立的賬戶收取的適用報酬計劃。

23. Suitability and Appropriateness 合適性及適當性

23.1. If ADSS HK solicits the sale of or recommends any financial product to you, the financial product must be reasonable suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Terms or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

假如阿布扎比證券向閣下招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本條款的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。

23.2. We will provide you with execution only services under these Terms. We will execute Transactions and Orders based on your request without further involvement from us. We will not provide you with any recommendation or advice in respect of any products or services offered by us.

我們將僅根據該等條款為閣下提供執行服務。我們將根據閣下的要求執行交易及指令，惟不會進一步參與。我們將不會就我們所提供的任何產品或服務向閣下提供任何建議或意見。因此，我們將不會為閣下評估任何工具、產品或服務的適當性，且我們根據適用法律毋須如此行事。

23.3. You understand and agree that we will rely on your statement in the Application for Opening a LFX Trading Account as well as on the representations and covenants made by you under Clause 24 below to assess the suitability of a foreign exchange product to you. However, when giving Orders or instructions to us, you must rely upon your own judgment. We highly recommend that you seek independent advice from a qualified investment adviser if you have any doubt.

閣下理解並同意，我們將依賴閣下於開立外匯交易賬戶申請表格作出的陳述及閣下根據下文第 24 條作出的聲明及契諾。因此，當向我們發出指令或指示時，閣下須依據閣下自身判斷行事。如閣下有任何疑問，我們強烈建議閣下向合資格投資顧問尋求獨立意見。

24. Representations, Warranties and Covenants 聲明、保證及契約

24.1. Representations and warranties are personal statements, assurances or undertakings given by you to us which we rely on when dealing with you. You make the following representations and warranties at the time you enter into these Terms and on a continuing basis particularly every time you enter into a Transaction or give us an instruction:
聲明及保證乃閣下向我們作出的個人聲明、保證及承諾，可由我們與閣下進行交易時加以依賴。閣下於訂立該等條款當時及按持續基準，尤其是每次閣下訂立交易或給予我們指示時，作出以下聲明及保證：

- a) where you are a natural person, you are of sound mind, and over 18 years old;
倘閣下為自然人，閣下頭腦健全，且年滿 18 歲；
- b) you have all necessary authority, powers, consents, licenses, approvals and authorisations, and have taken all necessary action to enable you, lawfully, to enter into and perform these Terms, Orders and Transactions, to grant the security interests and powers referred to in these Terms, to instruct us to execute or arrange any such Orders or Transactions and to perform all your obligations herein;
閣下具有所有必要的權限、權力、同意、許可、批准及授權並已採取所有必要的行動，以使閣下可合法地訂立及履行該等條款、指令及交易，授予該等條款提及的抵押權益及權力，指示我們執行或安排任何有關指令或交易並履行閣下於本協議下的所有責任；
- c) you are knowledgeable of and experienced in the risks of entering into the Transactions in which you engage and are capable of evaluating the merits and risks of such Transactions;
閣下瞭解及知悉閣下所訂立交易的風險，並有能力評估有關交易的利弊及風險；
- d) you are willing and financially able to sustain a total loss of all funds deposited with us for trading purposes in connection with the services as well as any other, and possibly additional, funds resulting from Transactions;
閣下願意且在經濟上能承受虧損就服務以交易目的向我們存入的所有資金以及因交易可能存入的任何其他及額外資金；
- e) you have made your own independent decisions to enter into these Terms and each Transaction and as to whether these Terms and each Transaction is appropriate for you based upon your own judgment and advice from such advisers as you deem necessary;
閣下已自行作出獨立決定以訂立該等條款及各項交易，並根據閣下的自行判斷及閣下認為必要的顧問提供的意見獨立確定該等條款及各項交易是否適合閣下；
- f) The persons entering into these Terms and each Transaction or placing each Order on your behalf are duly authorised to do so;
代表閣下訂立該等條款及各項交易或下達各項指令的人士已獲正式授權如此行事；
- g) you retain full responsibility for making all investment and trading decisions. You are not relying on any communication (written or oral) from ADSS HK or its employees or representatives as investment advice or as a recommendation to enter into these Terms or a Transaction, it being understood that information and explanations related to the terms and conditions of these Terms or a Transaction will not be considered to be investment advice or a recommendation;
閣下就作出所有投資及交易決定承擔全部責任。閣下不倚賴阿布扎比證券或其僱員或代表的任何通訊（書面或口頭）作為投資意見或訂立該等條

款或任何交易的建議，並理解，有關該等條款或交易的條款及條件的資料及解釋將不應被視為投資意見或建議；

- h) you have received a copy of the Risk Disclosure Statement and have read and understood the risk disclosures contained therein. You understand that such disclosures are not exhaustive of all risks you may encounter in using the services or risks relating to products offered by us;
閣下已接獲風險披露聲明，並已閱讀及理解其中所載的風險披露。閣下理解，有關披露並無詳盡描述閣下在使用有關服務時可能會遇到的所有風險或我們提供的產品相關的風險；
- i) these Terms as well as each Transaction and the obligations created under them are binding upon you and enforceable against you and currently do not and in the future will not violate the terms of any regulation, order, charge or agreement by which you are bound;
該等條款及各項交易及其產生的責任對閣下具有約束力，並可針對閣下強制執行，及目前並無且未來亦不會違反對閣下具有約束力的任何法規、指令、質押或協議的條款；
- j) execution, delivery and performance of these Terms and any other contracts by which you are bound pursuant to these Terms does not violate or conflict with any laws or regulations applicable to you and your use of the services will comply with all Applicable Laws, rules and regulations, policies, practices and requirements of securities and futures exchanges and associations, alternative trading facilities, clearing houses and regulatory or self-regulatory organisations, and the policies and procedures (whether stated orally or in writing) applicable to you, the investments and these Terms as applicable from time to time;
執行、交付及履行該等條款以及根據該等條款訂立且對閣下具有約束力的任何其他合約，不會違反或抵觸適用於閣下的任何法律或法規，而閣下對服務的使用將遵守所有適用法律以及不時適用於閣下、投資及該等條款的證券及期貨交易所及協會、另類交易設施、結算所及監管機構或自律組織的規則及法規、政策、實務及規定，及政策及程序（不論以口頭或書面載述）；
- k) except where we have agreed otherwise in writing, you act as Principal and are not acting as any other person's agent or representative;
除非我們另行以書面同意，否則閣下作為主事人而非任何其他人士的代理或代表行事；
- l) any information that you have provided or will provide (including such information as we may reasonably request in writing concerning you and your use of the services) is complete, accurate and not misleading in any respect;
閣下已或將提供的任何資料（包括我們可能以書面形式合理要求的有關閣下及閣下使用服務的資料）均為完整、準確且於任何方面均無誤導；
- m) any information which you provide or have provided to us in respect of your financial position or other

matters is accurate and not misleading in any material respect, and you will promptly notify us of any changes to the information given;

閣下就閣下的財務狀況或其他事項提供或已提供的任何資料於任何重大方面均屬準確且無誤導，並且對已提供資料的任何變動，閣下將盡速通知我們；

- n) you have consistent and uninterrupted access to internet service and any email address provided in your Account opening documentation;

閣下可持續且不間斷地使用互聯網服務及閣下於賬戶開立文件中提供的任何電郵地址；

- o) funds, investments or other assets supplied by you for any purpose shall, subject to the Terms, at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by you, unless otherwise allowed by these Terms;

除該等條款另有規定外，並在該等條款的規限下，閣下提供作任何用途的資金、投資或其他資產應於任何時間免受任何押記、留置權、質押或產權負擔所限，並應由閣下實益擁有；

- p) no Event of Default or potential Event of Default with respect to you has occurred and is continuing, and no such event or circumstance will occur as a result of entering into or performing obligations under these Terms;

概無已發生或正發生與閣下有關係的違約事件或潛在違約事件，而訂立或履行該等條款下的責任將不會引致此類事件或情況；

- q) you understand that we will act at all times in accordance with our internal policies and with applicable legislation which may have a negative impact on you, your Transactions or your Account. In so doing, we undertake that we will act in a commercially reasonable manner;

閣下理解，我們將始終根據我們的內部政策及適用法律行事，而這可能對閣下、閣下的交易或閣下的賬戶造成不利影響。就此而言，我們承諾我們將按商業上合理的方式行事；

- r) you are solely responsible for ascertaining whether any Transaction entered into under these Terms is lawful under the applicable laws of the jurisdiction where you hold residency; and

閣下須自行負責確定按照該等條款訂立的任何交易根據閣下居籍所在司法管轄區的適用法律是否合法；及

- s) you are now and will remain at all times in compliance with all applicable legislation relating to anti-money laundering. We are required to follow anti-money laundering legislation in connection with you and your Account and, if satisfactory evidence of identity has not been received by us within a reasonable time period, we reserve the right to suspend or terminate your Account.

閣下目前及將來始終遵守有關反洗錢的全部適用法例。我們須就閣下及閣下的賬戶遵守反洗錢法例，而倘我們於合理期間並未接獲令人信納身份證明，我們將保留中止或終止閣下賬戶的權利。

The above provisions shall survive the termination of these Terms.

在本協議終止後，上述規定應維持生效。

- 24.2. You confirm that we shall have authority to take such action as we reasonably consider to be necessary under these Terms and all such action will be undertaken by us as your agent and you agree to ratify and confirm everything properly done by us in the proper performance in good faith of our duties under these Terms.

閣下確認，根據本協議，我們有權採取我們認為合理且有需要的行動，而該行動將通過我們作為閣下的代理人展開，及閣下批准及確認根據本協議而盡職責誠信並正確地做的所有事情。

- 24.3. You undertake to perform such acts, sign and execute all such agreements or documents whatsoever as may be required by us for the performance or implementation of these Terms or any part thereof. 閣下承諾履行、簽署及執行所有協議或任何我們為實行或實施本協議或其他任何部份而要求的文件。

- 24.4. A covenant is a promise to affirmatively do something. You covenant to us, on a continuing basis, that for the duration of these Terms and/or for as long as you have an Account with us:

契約是一個確認實行作事情的承諾。閣下承諾我們，在持續的基礎上，為本協議的期限及/或只要閣下仍與我們持有賬戶。

- a) you understand that we may issue updates to the Risk Disclosure Statement which will be published on our Website from time to time. You undertake to consult regularly the Website in order to receive updates to the Risk Disclosure Statement;

閣下明白我們可能會不時在我們的網站公佈新的風險披露聲明。閣下承諾會定期查詢我們的網站以獲取最新的風險披露聲明；

- b) upon our request, you will promptly provide us with such information as is necessary for us to perform our obligations under Applicable Law;

當我們有必要履行法律的義務，當我們向閣下發出要求時，閣下會及時向我們提供相關資料。

- c) you will use all reasonable steps to comply with all laws and regulations applicable to you;

閣下會使用適當的步驟來符合適用於閣下的法律和條例；

- d) you will promptly notify us of any change to the details supplied by you during the account opening process, including in particular any change of address, any such occasions where you move to another territory or country, and any change or anticipated change in your financial circumstances or employment status (including redundancy and/or unemployment) which may affect the basis on which we do business with you;

閣下會及時通知我們任何閣下在開設賬戶時所提供的資料的改變，包括地址更新，如地區或國家的改變，及任何財政的改變或預期改變或就業狀

況（包括冗餘和/或失業），一切可能影響我們之間業務的基礎。

- e) upon demand, you will provide us with all information, and access to your books and records (including without limitation, your electronic records), which we may reasonably require from time to time;
一經要求，閣下會提供我們不時合理地要求的所有資料及閣下賬簿及記錄的存取資料（包括但不限於閣下的電子記錄）。
- f) you will ensure that all relevant investments or any documents of title and/or transfer forms and/or any relevant payments are delivered, paid or transferred to us or to whomever we may direct in sufficient time on or before the contractual settlement date to enable us to settle the Transaction in accordance with market requirements;
閣下將確保所有有關的投資或有關存款及/或付款給我們或任何人的文件，我們可於足夠的時間內或特定的結算日前，按照市場要求直接交收。
- g) you will at all times obtain, comply and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorisations referred to in this Clause 24;
閣下會在任何時候取得、遵守和作所有為維持效力和作用的需要，所有權威、權力、同意、許可及授權都適用於本協議第 24 條；
- h) you will promptly notify us of the occurrence of any Event of Default or potential Event of Default with respect to you or any member of your group;
閣下會立刻通知我們任何閣下或任何閣下集團的成員的違約事件或潛在的違約事件；
- i) there is not nor will you create or permit to be outstanding any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance, or any other interest having the same economic effect over or in respect of funds, investments or other assets supplied by you for any purpose; and
這並不存在閣下製造或允許閣下為任何目的使其抵押、質押、留置、質押、擔保權益或其他收費或產權負擔，或其資金、投資或資產相同經濟效果的任何其他利益。
- j) you will not use the services offered by us to effect Transactions in securities of which any one of you, your affiliates, is the issuer.
閣下不會使用我們提供的服務對閣下或閣下的聯屬公司發出的證券進行交易。

25. Default and Default Remedies

違約及違約補救

- 25.1. The following events (and each event separately) will constitute an Event of Default:

下列事件（及各事件單獨）將構成違約事件：

- a) if we have reasonable grounds to believe that you failed to make any payment to us or any member of the ADSS Group or that you are in material breach of any of your obligations to us or any member of the

ADSS Group whether under these Terms or under any other agreement;

倘我們有合理理由確信閣下未有向我們或 ADSS 集團任何成員公司支付任何款項，或嚴重違反閣下根據該等條款或任何其他協議對我們或 ADSS 集團任何成員公司的任何責任；

- b) if you fail to make any payment or any delivery to us when due (including failure to remit funds necessary to enable us to take delivery under any Transaction on the first due date and failure to provide assets for delivery under any Transaction on the first due date);
倘閣下於到期時未能向我們作出任何付款或任何交付（包括未能匯入必要資金使我們於首個到期日根據任何交易接受交付及未能根據任何交易於首個到期日提供資產以供交付）；
- c) where you are a natural person, if you die or become of unsound mind;
倘閣下為自然人，閣下身故或精神不健全；
- d) an Act of Insolvency occurring in respect of you or any of your affiliate(s). For the purpose of this Clause only, affiliates means, any entity controlled, directly or indirectly, by you or that directly or indirectly controls you. Whereby controlling means ownership of a majority of the voting power of either you or the entity you are controlling;

閣下或閣下的任何聯屬公司發生無力償債行為。

僅就本條款的目的而言，聯屬公司指閣下直接或間接控制或直接或間接控制閣下的任何實體。就此而言，控制指於閣下或閣下控制的實體擁有大多數投票權；

- e) if you are unable to pay your debts as they fall due or are bankrupt or insolvent as defined under any bankruptcy or insolvency law applicable to you;
倘閣下於債務到期時不能支付或破產或無力償債（如適用於閣下的任何破產或無力償債法律界定）；
- f) we consider, in our sole and absolute discretion, that your creditworthiness is materially weaker, immediately following any of the following designated events: (a) you consolidate or amalgamate with, or merge with or into, or transfer all or substantially all your assets (or any substantial part of the assets comprising the business conducted by you) to, or reorganise, reincorporate or reconstitute into or as, another person; (b) any person or group of persons (whether in one or more related transactions) acquires a beneficial ownership in your business; or (c) any person or group of persons (whether in one or more related transactions) is granted directly or indirectly through contractual arrangements a substantial influence over your business;

緊隨下列任何指定事件發生後，我們全權酌情認為閣下的信譽嚴重轉壞：(a)閣下與另一人士整合或合併，或向其轉讓全部或大部分閣下的資產（或構成閣下所經營業務的任何重大部分資產），或重組、重新註冊成立或重新組建為另一人士；(b)任何人士或一組人士（不論於一項或多項關聯交易）獲得閣下業務的實益擁有權；或(c)任何人

士或一組人士（不論於一項或多項關聯交易）透過合約安排直接或間接獲得對閣下業務的重大影響力。

- g) any event which we reasonably consider could result in the continuation of these terms causing a violation of any laws, applicable regulations, or good standard of market practice;
我們合理認為可能導致該等條款的存續違反任何法律、適用法規或良好市場慣例準則的任何事件；
- h) any representations or warranties made by you being incorrect, untrue or ceasing to be true in any material respect when made or repeated or deemed to have been made or repeated or any undertaking made by you where such undertaking fails to be met;
當閣下作出或重複作出或視為作出或重複作出的任何聲明或保證於任何重大方面不正確、失實或不再真實，或閣下未獲達成閣下作出的任何承諾；
- i) any consent, authorization or board resolution required by you (being a corporation or a partnership) to enter into these Terms being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
任何閣下要求進入本條款的許可、授權或董事會決議（為一間公司或合夥人）被全部或部分撤銷、暫停、終止或不再具有十足的效力和作用；
- j) an admission by you that you are unable to, or intend not to, perform any of your obligations under these Terms; or
閣下承認閣下不能或無意履行閣下於該等條款下的任何責任；或
- k) the occurrence of an event of default, termination event or other similar event (howsoever described) under any agreement between you and us or any member of the ADSS Group.
發生閣下與我們或 ADSS 集團任何成員公司訂立的任何協議所述的違約事件、終止事件或其他類似事件（無論如何描述）。

25.2. Upon the occurrence of an Event of Default, we may, in our sole and absolute discretion (without being obliged to do so), take all or any of the following actions:

發生違約事件後，我們可全權酌情（惟並無責任）採取全部或任何下列措施：

- a) require you to close or liquidate any or all of your Open Positions by a specified date selected by us;
要求閣下按我們選擇的指定日期將閣下的任何或全部未平持倉平倉或清倉；
- b) close any Open Positions or cancel any Orders on a date specified by us and at a price specified by us;
按我們指定的日期及我們指定的價格平掉任何未平持倉或撤銷任何指令；
- c) prohibit and prevent you from accessing or using your Account;
禁止及阻止閣下進入或使用閣下的賬戶；
- d) suspend or in any way limit or restrict your ability to place any Order, give any instruction or effectuate any Transaction in relation to your Account;

暫停或以任何方式限制或約束閣下就閣下的賬戶發出任何指令、給予任何指示或進行任何交易的能力；

- e) vary your Margin Requirements;
變更閣下的保證金要求；
- f) reverse any Transactions (as if they had never been entered into in the first place) and the effect of such Transactions on your Account;
撤銷任何交易（猶如起初從未訂立有關交易）及該等交易對閣下賬戶的影響；
- g) sell any of your Security Assets;
出售閣下的任何抵押資產；
- h) sell or charge in any way any or all of your securities, assets and property which may from time to time be in our possession or under our control or the possession or control of any member of the ADSS Group or call on any guarantee;
以任何方式出售或抵押可能不時由我們或 ADSS 集團任何成員公司管有或控制的閣下任何或全部證券、資產及物業，或履行任何擔保責任；
- i) make appropriate deductions or credits on your accounts with us or any member of the ADSS Group;
對閣下與我們或 ADSS 集團任何成員公司開立的賬戶作出適當扣減或進賬；
- j) terminate these Terms immediately with or without notice with termination occurring on a specified date selected by us;
緊隨終止事項發生後，於我們選擇的指定日期終止該等條款（無論是否通知）；
- k) exercise our right of set-off; and/or
行使我們的抵銷權；及 / 或
- l) pay to you the fair market value, at the time we exercise our above rights, of any investments held by us or any member of the ADSS Group instead of returning to you investments equivalent to those credited on your Account.

按我們行使上述權利時的公平市值，向閣下支付我們或 ADSS 集團任何成員公司持有的任何投資，而非向閣下返還相當於計入閣下賬戶的投資。

25.3. Where we terminate or liquidate a Transaction in accordance with the above Clause, we will determine the amount that will be due (either to you or from you) as a result of such termination or liquidation. Such amount shall be immediately due and payable to us and form part of your Liabilities. Where applicable, we will act in accordance with our Order Execution Policy.

倘我們根據上述條款終止或清算交易，我們將釐定該終止或清算引致的應付款項（由閣下應付或應付予閣下）。該等款項應即刻到期及支付予我們，並構成構成閣下負債的一部分。我們將於適當時根據我們的訂單執行政策行事。

25.4. You authorise us to take any or all of the actions described in Clause 25.2 above at any time and without notice to you and acknowledges that we will not be responsible for any consequences of our taking such actions. You undertake that you will execute any documents and take any action as we may request in order to protect our rights and those

of the ADSS Group under the Terms or under any agreement you may have entered into with any member of the ADSS Group. 閣下授權我們可隨時及未經向閣下發出通知而採取上文第 25.2 條所述的任何或全部行動，並確認我們將不對採取該等行動而引致的任何後果負責。閣下承諾，閣下將按我們的要求簽署任何文件及採取任何行動，以保護我們及 ADSS 集團於該等條款或閣下與 ADSS 集團任何成員公司訂立的任何協議下的權利。

25.5. If we exercise our right to dispose of any security or property in accordance with Clause 25.2 above, we will make such sale on your behalf, without notice to you, and apply the proceeds of such disposal in or towards discharging your obligations to us and/or any member of the ADSS Group.

倘我們根據上文第 25.2 條行使我們的權利出售任何證券或財產，我們將不向閣下發出通知而代表閣下作出該等出售，並將該等出售的所得款項用於清償閣下欠付我們及 / 或 ADSS 集團任何成員公司的債務。

25.6. For all purposes, including any legal proceedings, a certificate by any of our officers as to the Liabilities for the time being due to us or any member of the ADSS Group or incurred by you shall be conclusive in absence of Manifest Error.

就所有目的（包括任何法律程序）而言，我們的任何高級職員就當時應付予我們或 ADSS 集團任何成員公司的負債或閣下產生的負債而作出的證書，如無明顯錯誤，將為不可推翻的證明。

26. Force Majeure 不可抗力

26.1. We will not be liable for any Losses resulting from any failure to perform our obligations hereunder to the extent that such failure to perform was, directly or indirectly, caused by a Force Majeure Event.

如不可抗力事件直接或間接導致我們未能履行本協議下的責任，我們將不就因此引致的任何虧損承擔責任。

26.2. Upon the occurrence of a Force Majeure Event, we will use commercially reasonable efforts to provide the services. We may, at our sole and absolute discretion, and if practically possible, give you written notice that a Force Majeure Event has occurred. Upon occurrence of a Force Majeure Event, all of our obligations under these Terms will be immediately suspended for the duration of such Force Majeure Event. Additionally, you agree that given the circumstance we may take any one or more of the following steps:

發生不可抗力事件後，我們將盡商業上的合理努力提供服務。我們可能全權酌情於實際可行時向閣下發出書面通知，告知不可抗力事件已發生。發生不可抗力事件後，我們於該等條款下的全部責任在該不可抗力事件期間應立即中止。此外，閣下同意我們可根據情況採取下列一項或多項措施：

- a) alter normal trading hours;
變更正常交易時間；

- b) alter the Margin Requirements;
變更保證金要求；
- c) unilaterally amend or vary these Terms and any Transaction contemplated by these Terms, insofar as it is impractical or impossible for us to comply with our obligations;
當我們遵守我們的責任變得不可切實或不可能時，單方面修改或變更該等條款及根據該等條款擬進行的任何交易；
- d) close any or all Open Positions, cancel instructions and Orders as we deem to be appropriate in the circumstances; and/or
於我們視為適當的情況，平掉任何或全部未平持倉、取消指示及指令；及 / 或
- e) take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having regard to your positions and the positions of our other customers.
於我們視為合理適當的情況，對閣下的持倉及我們其他客戶的持倉採取或不採取所有其他行動。

27. Manifest Errors 明顯錯誤

27.1. A "Manifest Error" means a manifest or obvious misquote by us, or any market, exchange, price providing bank, information source, commentator or official on whom we reasonably rely which is not indicative of fair market value at the time an Order is placed. A Manifest Error could include but is not limited to, inaccurate third party or liquidity provider data or pricing, a mistype of a quote, an erroneous quote or misquote provided by a Client Services Officer or a System due to the failure of any software, hardware, whether given by telephone and/or other electronic means. When determining whether a situation amounts to a Manifest Error, we may take into consideration all information in our possession including, without limitation, information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement.

「明顯錯誤」指我們或我們合理依賴的任何市場、交易所、價格提供銀行、資料來源、評論員或官方人員作出且於指令發出時並非指示公平市值的明顯或顯著錯誤引述。明顯錯誤包括但不限於不正確的第三方或做市商數據或定價、誤輸報價、由於任何軟件或硬件失靈引致客戶服務主任或系統提供的錯誤報價（不論透過電話及 / 或其他電子方式）。當釐定有關情況是否構成明顯錯誤時，我們會考慮我們掌握的全部資料（包括但不限於所有相關市況的資料及任何資料來源或公告存在的錯誤或表述不清）。

27.2. We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you have suffered or may suffer any loss of profit, consequential or indirect loss) will not be taken into account by us in determining whether there has been a Manifest Error. We reserve the right, without prior notice, to:

於釐定有關情況是否構成明顯錯誤時，我們將公平對待閣下，惟無論閣下事實上是否可能依賴向我們下達的指令而已訂立或未有訂立相應的財務承擔、合約或交易（或閣下已遭受或可能遭受任何溢利虧損、附帶或間接虧損），我們於釐定是否存在明顯錯誤時將不予考慮。我們保留權利在未發出事先通知的情況下進行以下各項：

- a) amend the details of relevant Transactions to reflect a price which is on or near the prevailing market prices, which will be determined by us in our sole and absolute discretion to be the correct or fair terms of such Transaction absent such Manifest Errors;
修改相關交易的詳情以反映倘無明顯錯誤的情況下，可作為該交易正確或公平條款的價格（為現行市值或接近現行市值，由我們全權酌情且真誠地釐定）；
- b) if you do not promptly agree to any amendment made under (a) herein, void from its inception any Transaction resulting from or deriving from a Manifest Error or close or liquidate the Transaction or any Open Position resulting from such Transaction; and/or
倘閣下並無立即同意上述(a)項的任何修改，則從開始時起撤銷由於明顯錯誤產生或引致的任何交易或平掉或清算該交易或因該交易產生的任何未平持倉；及/或
- c) refrain from taking and refuse to take any action at all to amend the details of such a Transaction or to void, terminate, close or liquidate such Transaction.
不採取或拒絕採取任何行動來修改該交易詳情或撤銷、終止、平掉或清算該交易。
- d) We shall not be liable to you for any Losses resulting from a Manifest Error or any action which we take or refrain from taking in relation to a Transaction notwithstanding any Manifest Error, except to the extent caused by our own fraud, willful default or gross negligence.
我們不就因明顯錯誤或我們就交易（儘管存在任何明顯錯誤）採取或不採取的任何行動而引致的任何虧損對閣下承擔責任，除非有關虧損乃因我們自身欺詐、故意違約或嚴重過失所致。

28. Abusive Trading Strategies 濫用交易策略

- 28.1. Abusive Trading Strategies may or may not be caused by the person benefiting from them. Abusive Trading Strategies are generally used by persons who are experts in trading. They include practices (without limitation) such as attacking the System in order to create and abuse price latency opportunities, internet or System connectivity, trading products which are clearly misquoted (arbitrage).
濫用交易策略可能或可能不會由從中受益的人士引致。濫用交易策略一般由身為交易專家的人士採用。此類行為包括但不限於攻擊系統以創造及濫用價格滯後帶來的機會、網絡或系統連接、交易報價明顯錯誤的工具（套利）等做法。

- 28.2. You represent and warrant to us at the time you enter into these Terms and every time you enter into a Transaction or give us any other instruction that you will not use Abusive Trading Strategies on the System. Given the grave nature of Abusive Trading Strategies, you agree that we may, at our sole and absolute discretion, revoke Transactions resulting from Abusive Trading Strategies without prior notice to you and regardless of whether such revocation would result in Losses in your Account or would cause you to breach your Margin Requirements. We reserve the right to take all necessary steps including making corrections or adjustments on your Account without prior notice for example, any Transaction placed through the System which relies on price latency or an arbitrage opportunity may be modified, adjusted, corrected, rejected, terminated or voided at any time, without prior notice, at our sole and absolute discretion. In addition, where such circumstances exist, you understand and agree that we shall not remit payments to or process withdrawal requests from you until the appropriate corrections are made to our satisfaction. When determining whether a situation amounts to an Abusive Trading Strategy, we may take into consideration all information in our possession including, without limitation, information concerning relevant market conditions and errors in the System.

閣下向我們聲明及保證，於閣下訂立該等條款時及每當閣下訂立交易或向我們發出任何其他指示時，閣下不將在系統上濫用交易策略。鑒於濫用交易策略的嚴重性質，閣下同意，我們可全權酌情撤銷因濫用交易策略引致的交易，而毋須事先通知閣下，且無論該撤銷是否會對閣下的賬戶造成虧損或導致閣下違反保證金要求。我們保留權利可採取一切必要措施，包括未經事先通知而對閣下的賬戶進行更正或調整，例如任何依賴價格滯後或套利機會而透過系統訂立的交易可隨時由我們全權酌情修改、調整、更正、拒絕、終止或撤銷，而毋須事先發出通知。此外，倘存在此種情況，閣下理解及同意，在作出令我們滿意的適當修正前，我們不會匯付款項或處理閣下的提款請求。於釐定情況是否構成濫用交易策略時，我們可考慮我們掌握的全部資料，包括但不限於有關市況及系統錯誤的資料。

- 28.3. We will not be liable to you for any loss, cost, claim, demand or expense you may suffer (including loss of profits or any indirect or consequential losses) resulting from any action we take in connection with addressing your Abusive Trading Strategies or any action which we take or refrain from taking in relation to Transactions resulting from your Abusive Trading Strategies, except to the extent caused by our own fraud, willful default or gross negligence.

我們不會對我們就處理閣下濫用交易策略而採取的任何行動或我們就閣下濫用交易策略產生的交易而採取或不採取的任何行動而引致閣下可能遭受的任何虧損、成本、申索、索償或費用（包括溢利虧損或任何附帶或間接損失）而對閣下承擔責任，除非上述各項乃因我們自身欺詐、故意違約或嚴重過失所致。

29. Market Abuse 濫用市場行為

- 29.1. When we execute a Transaction on your behalf, we may buy or sell on exchanges or directly from or to other financial institutions units in the relevant product. The result is that when you enter into Transactions with us, your Transactions can have an impact on the external market for that product in addition to the impact it might have on our price. This creates a possibility of market abuse and the purpose of this Clause is to prevent such abuse.

當我們代表閣下進行交易時，我們可於證券交易所或直接從或向其他金融機構買賣相關工具的股份或單位。其結果是，當閣下與我們訂立交易時，閣下的交易除了可能對我們的價格產生影響外，亦可能會對該交易工具的外部市場產生影響。這可能產生濫用市場行為，而本條款的目的是防止該濫用行為。

- 29.2. You represent and warrant to us at the time you enter into these Terms and every time you enter into a Transaction or give us any other instruction that: you will not place and have not placed a Transaction that contravenes any law or regulation prohibiting insider dealing, market manipulation or any other form of market abuse or market misconduct. You will act in accordance with all Applicable Laws and regulations.

閣下向我們聲明及保證，於閣下訂立該等條款時及每當閣下訂立交易或向我們發出任何其他指示時：閣下將不訂立或未曾訂立違反禁止內幕交易、市場操縱或任何其他濫用市場或市場不當行為的任何法律或法規的交易。閣下將根據全部適用法律及法規行事。

- 29.3. In the event that you place any Transaction or otherwise act in breach of the representations and warranties given in this Clause or any other Clause of these Terms or we have reasonable grounds for believing that you have done so, we may, in addition to any rights we may have under these Terms:

倘閣下所訂立的任何交易或其他行為違反本條款或該等條款任何其他條款所載的聲明及保證，或我們有合理理由確信閣下已如此行事，我們除具有該等條款所賦予的任何權利外，亦可：

- a) enforce the Transaction(s) against you if it is a Transaction(s) which results in you owing us funds; and/or

倘交易造成閣下欠付我們資金，則對閣下強制執行有關交易；及 / 或

- b) treat all your Transactions as void if they are Transactions which result in us owing funds to you, unless and until you produce conclusive evidence within thirty (30) calendar days of our request that you have not in fact committed any breach of warranty, misrepresentation or undertaking under these Terms.

倘交易造成我們欠付閣下資金，則撤銷閣下的全部有關交易，除非及直至閣下於我們提出要求時

起 30 日內提交不可推翻的證據，證明閣下事實上並無違反該等條款下的保證、失實陳述或承諾。

- 29.4. We are entitled (and in some cases required) to report to any relevant regulatory authority details of any Transaction or instruction which would be deemed to constitute market abuse. You may also be required to make appropriate disclosures and you undertake that you will do so where so required.

我們有權（及在若干情況下必須）向任何有關監管機構報告可能視為構成濫用市場行為的任何交易或指示詳情。閣下可能亦須作出適當披露，而閣下承諾將應要求作出適當披露。

30. Exclusions, Limitations of Liability and Indemnity 責任及彌償保證的除外情況及限制

- 30.1. Nothing in these Terms shall exclude or restrict any duty or liability owed by us to you under Applicable Law. Apart from the foregoing, neither we, nor any member of the ADSS Group or any third party shall be liable for any Losses whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you, your directors, officers, employees in connection with your trading activities under these Terms (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss arises directly from our gross negligence, willful default or fraud.

該等條款並無內容排除或限制我們根據適用法律對閣下的任何職責或責任。除上文所述者外，我們或 ADSS 集團任何成員公司或任何第三方均不對閣下、閣下的董事、高級職員、僱員就閣下根據該等條款進行的交易活動（包括任何交易或我們已拒絕訂立建議交易的情況）因疏忽、違反合約、失實陳述或其他原因而產生或遭受的任何虧損負責，除非該虧損乃直接因我們的嚴重疏忽、故意違約或欺詐而產生則當別論。

- 30.2. Without limitation, we will not be responsible or liable: 我們將不會對以下各項負責或承擔責任，包括但不限於：

- a) for the performance or profitability of your Account or any part thereof;

閣下賬戶或其任何部分的表現或盈利能力；

- b) for any loss that you suffer in an event where any computer viruses, worms, software bombs, or similar items are introduced into your computer hardware or software via the System;

閣下因閣下的電腦硬件或軟件透過系統感染任何電腦病毒、蠕蟲、軟件炸彈或類似項目而遭受的任何損失；

- c) for any actions we may take pursuant to our rights under these Terms;

我們根據我們於該等條款下的權利可能採取的任何行動；

- d) for any losses or other costs or expenses of any kind arising out of or in connection with the placement of Orders or the execution of Transactions;

因或就發出指令或執行交易而產生的任何類型的任何損失或其他成本或開支；

- e) for any act or omission of an intermediate broker or agent;
任何中介經紀人或代理人的行為或疏忽；
- f) for any adverse tax implications of any Transaction whatsoever;
任何交易的任何不利稅務影響；
- g) by reason of any delay or change in market conditions before any particular Order is executed; and
在任何特定指令執行前，任何延遲或市況變動的原因；及
- h) for communication failures (including telecommunication network failures), distortions or delays whether in connection with the System, your Account or otherwise.
通訊故障（包括電訊網絡故障）、失真或延遲，不論是否與系統、閣下的賬戶或其他方面有關。

30.3. You agree to reimburse, indemnify and hold us and any member of the ADSS Group harmless for any and all Losses arising out of any act or omission on your part, the part of any persons authorised by you from time to time or any persons who we reasonably believe to be acting with authority on your behalf which we or any member of the ADSS Group may incur in connection with:

閣下同意償還、賠償及使我們及 ADSS 集團任何成員公司免受因閣下、閣下不時授權的任何人士或我們合理相信獲授權代閣下行事的任何人士的任何作為或不作為而導致我們或 ADSS 集團任何成員公司可能就以下各項產生的任何及所有虧損：

- a) the provision of services or products to you in connection with these Terms;
根據該等條款向閣下提供服務或產品；
- b) any of your Accounts or any Transaction;
閣下的任何賬戶或任何交易；
- c) as a result of any misrepresentation by you or any violation by you of your obligations under these Terms (including any Transaction); or
由於閣下的任何失實陳述或閣下違反閣下於該等業務條款（包括任何交易）下的責任；或
- d) as the result of the enforcement of our rights under these Terms or any Applicable Law.
由於強制執行我們於該等條款或任何適用法律下的權利。

Except in each case to the extent where any such Losses arise as a result of our gross negligence, willful misconduct or fraud.

在各情況下，任何該等虧損乃因我們的嚴重疏忽、瀆職或欺詐而產生則當別論。

30.4. We will not be obliged to take or refrain from taking any action which becomes beyond our reasonable power to take or refrain from taking wholly or partly as a result of an event or state of affairs which was beyond our reasonable control to prevent and the effect of which is beyond our reasonable power to avoid, including without limitation: any change in the law, any Applicable Law, failure of any

exchange or clearing house or settlement system, war, terrorism, civil unrest, any breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action in each case whether actual, threatened or anticipated.

我們並無義務全部或部分因我們合理控制阻止發生範圍以外的任何事件或事務狀況而採取或不採取我們合理有權採取或不採取行動範圍以外的任何行動，而其影響在我們合理有權避免範圍以外，包括但不限於：任何法例、任何適用法律的變動、任何交易所或結算所或結算系統故障、戰爭、恐怖主義、內亂、任何傳輸或通訊或電腦設備崩潰或故障、郵政或其他罷工或類似的工業行動，在各情況下不論是否實際、威脅或預期發生。

30.5. We will not be liable to you or your directors, officers, employees for any partial or total non-performance of our obligations or delay in performance by reason of any cause beyond our reasonable control including, without limitation, (i) any failure or delay by any exchange, market, or clearing house, or broker or dealer, in performing its obligations (including with respect to the delivery or re-delivery of assets) with respect to any Transactions executed and/or cleared for the Account, or (ii) the imposition, introduction, amendment or change (including a change in interpretation) of any legislation, regulation, directive or policy by any governmental or supranational body, exchange, regulatory or self-regulatory organisation, market clearing house or any failure or delay by any of the foregoing in enforcing such legislation, regulation or policy. 我們將不會就因我們合理控制範圍以外的任何原因而導致的任何部分或全部不履行我們的責任或延遲履行責任而對閣下或閣下的董事、高級職員、僱員負責，包括但不限於(i)任何交易所、市場或結算所或經紀或交易員未能或延遲履行其任何有關為賬戶執行及/或結算任何交易的責任（包括有關交付或重新交付資產），或(ii)任何政府或超國家團體、交易所、監管或自我監管組織、市場結算所實施、推出、修訂或更改（包括更改解釋）任何法例、規例、指令或政策或任何上述機構未能或延遲強制執行任何該等法例、規例或政策。

30.6. The benefit of the exclusions of liability and the rights of indemnity conferred on us under these Terms (whether under this Clause 30.6 or elsewhere) shall also apply severally to any member of the ADSS Group as if reference in this Clause or any other relevant provision of these Terms to us included reference to each such person.

我們根據該等條款（根據本第 30.6 條或其他條款）所享有的責任及彌償保證權利除外情況的利益亦各自適用於 ADSS 集團任何成員公司，猶如本條或該等條款任何其他相關條文對我們的提述包括對各該等人士的提述。

30.7. The indemnities in this Clause shall survive the termination of these Terms.

本協議中的賠償條款終止後應維持有效。

31. Reimbursement

償還

- 31.1. You will reimburse, and keep us indemnified on demand in respect of all liabilities, Losses or costs of any kind or nature whatsoever that may be incurred by us as a direct or indirect result of:

閣下將按要求償還及賠償我們因以下各項而直接或間接產生的任何類別或性質的所有負債、虧損或成本：

- a) any failure by you to perform any of your obligations under these Terms;
閣下未能履行閣下於該等條款下的任何責任；
- b) your use of programmable trading systems, whether built by you or by any third party and executed on or using the System; and
閣下使用可編程交易系統，不論是由閣下或任何第三方建立及於或使用系統執行；及
- c) any act or omission by any person having access to your Account, by using your designated Account number and/or password, whether or not you authorised such access.
任何可進入閣下賬戶的人士使用閣下指定的賬戶號碼及／或密碼的任何作為或不作為，不論有關進入是否已獲閣下授權。

- 31.2. To the extent you use or used the System for a commercial purpose and entered Orders or Transactions for the account of your customers, you will, on demand, reimburse, protect and hold us and any member of the ADSS Group harmless from and against all Liabilities resulting from or arising out of claims raised by your customers. This Clause shall not be affected by the termination of these Terms.

倘閣下使用或曾使用系統作商業用途，並為閣下的客戶輸入指令或交易，閣下將按要求償還、保護及使我們及 ADSS 集團任何成員公司免受因閣下的客戶提出的申索或由此產生的所有負債。本條將不受終止該等條款的影響。

32. Amendments

修訂

- 32.1. We may amend these Terms and any arrangements made hereunder at any time by written notice to you, which may include the publishing of the amended Terms on our Website or by sending an e-mail to you. Any such amendment will come into effect on the date specified by us which will, in most cases, be at least ten (10) Business Days from the date of our amendment notice. You will be deemed to be bound by the terms of such amendment or change on the earlier of:

我們可隨時書面通知閣下修訂該等條款及據此作出的任何安排，其中可能包括於我們的網站公佈經修訂條款或向閣下發送電子郵件。任何有關修訂將於我們指定的日期生效，該日期在多數情況下將為我們發出修訂通知日期後至少 10 個營業日。閣下將於下列較早日期視為受該等修訂或變更條款的約束：

- a) ten (10) Business Days after we have e-mailed you or published notice of such amendment to the Website; or
我們向閣下發出電子郵件或於網站公佈該等修訂的通知後十（10）個營業日；或
- b) the date you place an Order (other than a liquidating order) via the System.
閣下透過系統發出指令（破產指令除外）的日期。

- 32.2. If you choose to object to amendments to these Terms or any arrangements made hereunder, you must:

倘閣下選擇反對修訂該等條款或據此作出的任何安排，閣下必須：

- a) notify us in writing (in accordance with the details set out in the amendment notice) within ten (10) Business Days of the date of the amendment notice; 於修訂通知日期後 10 個營業日內書面通知我們（根據修訂通知所載的詳情）；
- b) close all your Open Positions;
平倉閣下所有的未平持倉；
- c) withdraw all funds remaining to the credit of your Account after closing all your Open Positions; and 於平倉閣下所有的未平持倉後將所有剩餘資金轉入閣下的賬戶；及
- d) close your Account.
關閉閣下的賬戶。

If you do not complete the above by closing your Account, you will be deemed to have accepted the amended Terms and will be bound by them ten (10) Business Days after we have e-mailed you or published notice of such amendment to the Website.

倘閣下未透過關閉閣下的賬戶而完成上述各項，閣下將被視為接納經修訂條款及將於我們向閣下發出電子郵件或於網站公佈該等修訂的通知後十（10）個營業日視為受該等修訂條款的約束。

- 32.3. Any amendment to these Terms will supersede any previous agreement between us on the same subject matter and will govern any Transaction entered into after, or outstanding on, the date the amended Terms comes into effect.

該等條款的任何修訂將取代先前我們就相同主要事項訂立的任何協議，並將規管經修訂條款生效日期後訂立的任何交易或於該日正在進行的任何交易。

- 32.4. Notwithstanding the above, we reserve the right from time to time to make such modifications, improvements or additions to the System and/or the Secure Access Website as we shall deem fit. We shall use reasonable endeavours to give you prior notice of such modifications, improvements or additions.

儘管有上述規定，我們保留權利不時作出修改、改進或增強系統和/或安全瀏覽網站，我們以合理的方式先給你該修改、改進或增強的通知。

33. Suspension and Termination

暫停及終止

- 33.1. You may terminate these Terms immediately by giving written notice to us. You agree that at any time after the termination of these Terms, we may, without notice to you, close out any or all of your Open Positions.

閣下可透過向我們發出書面通知立即終止該等條款。閣下同意於終止該等條款後，我們可隨時平倉閣下的任何或所有未平持倉，而毋須通知閣下。

- 33.2. We may suspend or terminate these Terms and/or your Account by giving five (5) Business Days written notice to you for any reason or no reason whatsoever, except that we may terminate these Terms immediately, upon written notice to you, for any reason or no reason whatsoever, if you have no Open Positions in your Account at the time when the notice of termination is sent. You agree that at any time after the termination of these Terms, we may, without notice to you, close out any or all of your Open Positions. You further agree that we may, at our sole and absolute discretion, suspend your Account and restrict your trading activities during the notice period mentioned in this Clause. Where we suspend your Account, we may prevent you from opening any new positions but we will not close your Open Positions unless otherwise allowed under these Terms.

我們可因任何理由或無理由透過向閣下發出五 (5) 個營業日書面通知暫停或終止該等條款及 / 或閣下的賬戶，惟倘閣下的賬戶於發出終止通知時並無未平持倉，我們可因任何理由或無理由於向閣下發出書面通知後立即終止該等條款。閣下同意於終止該等條款後，我們可隨時平倉閣下的任何或所有未平持倉，而毋須通知閣下。閣下進一步同意，我們可全權酌情決定於本條所述通知期間暫停閣下的賬戶及限制閣下的交易活動。倘我們暫停閣下的賬戶，我們可阻止閣下開立任何新持倉，但我們將不會平倉閣下的未平持倉，除非該等條款另行允許則當別論。

- 33.3. Upon termination of these Terms, all amounts payable by you to us will become immediately due and payable including (but without limitation):

於終止該等條款後，閣下應付我們的所有款項將立即到期及應付，包括但不限於：

- a) all outstanding fees, charges and commissions;
所有未償還費用、收費及佣金；
- b) any expenses incurred by terminating these Terms; and
終止該等條款產生的任何開支；及
- c) any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.
平倉任何交易或結算或結束我們代表閣下產生的未履行責任而變現的任何虧損及開支。

- 33.4. Termination of these Terms will not affect any rights or obligations, which may already have arisen between us and you. The termination of these Terms will not affect the coming into force or the continuance in force of any

provision in these Terms which is expressly, or by implication, intended to come into, or continue in force, on or after such termination.

終止該等條款將不會影響我們與閣下之間經已產生的任何權利或義務。終止該等條款將不會影響該等條款中明確表示或暗示於終止時或之後擬生效或繼續有效的任何條文生效或繼續有效。

- 33.5. If termination occurs, we will, as soon as reasonably practicable and subject to these Terms, deliver to you any funds or investments in your Account(s) subject to any applicable charges and rights of set-off. A final statement will be issued to you where appropriate.

倘終止發生，我們將於合理可行情況下盡快根據該等條款向閣下交付閣下賬戶內的任何資金或投資，惟須繳納任何適用收費及抵銷有關費用。在適當情況下，我們將向閣下發出最終結單。

- 33.6. The provisions of this Clause will not prevent us from exercising any of our rights to terminate or suspend these Terms as provided elsewhere in these Terms.

本條條文將不會阻止我們行使該等條款其他條文所規定的我們的任何權利以終止或暫停該等條款。

- 33.7. Notwithstanding our general power to terminate these Terms pursuant to Clause 33.2 above, we shall be entitled to terminate these Terms without further notice to you where our reasonable attempts to communicate with you using your last known contact details have remained unsuccessful for fourteen (14) calendar days. Where we terminate these Terms pursuant to this Clause, we shall be entitled to sell or redeem your Investments in accordance with Clause 16.4 above, to set-off the proceeds against any amounts owed to us or its subsidiaries or affiliates in accordance with Clause 18.2 above, and to issue a demand draft for the amount of any remaining funds which may be retained at our relevant branch for your collection.

儘管我們的一般權力可根據上述第 33.2 條終止本協議，在 14 個日曆日內我們已嘗試使用合理方法並沒有成功使用最後的方法內聯絡閣下，我們有權在沒有另行通知的情況下終止本協議。當我們根據本條款終止本協議，我們有權根據上述第 16.4 條售出或贖回閣下的投資，以抵銷任何根據上述第 18.2 條閣下所欠我們或我們的附屬或聯屬公司的款項，並發即期匯票追討欠款穿的餘額。

34. Joint Accounts

聯名賬戶

- 34.1. Where we enter into these Terms with more than one person as joint account holders, (except where we have agreed otherwise in writing):

倘我們與超過一名人士（作為聯名賬戶持有人）訂立該等條款（我們另行書面同意的情况除外）：

- a) all joint account holders will be considered a client and their obligations and liabilities under these Terms are joint and several (which means, for instance, that any one person can withdraw the entire balance of the Account, and in the case of a debit balance or

debt owed by the client to us, each account holder is responsible for the repayment of the entire balance and not just a share of it);

所有聯名賬戶持有人將被視為一名客戶，其根據該等條款的義務及責任為共同及個別（即舉例而言，任何一名人士可提取賬戶全部餘額，而就客戶欠付我們的借方餘額或債務而言，各賬戶持有人負責償還全部餘額而非分攤其中一部分）；

- b) each joint account holder will have authority on behalf of all of the joint account holders to deal with us as fully and completely as if each was the sole holder of the Account, all without notice to the other joint account holder(s). In particular, each joint account holder will have full authority on behalf of the others to give or receive any instruction, notice, request or acknowledgement without notice to the others, including an instruction to liquidate and/or withdraw investments from the Account and/or close the Account;

各聯名賬戶持有人將有權代表所有聯名賬戶持有人充分及完整地與我們交易，猶如其為賬戶的唯一持有人，均毋須通知其他聯名賬戶持有人。尤其是，各聯名賬戶持有人將可全權代表其他持有人發出或收取任何指示、通知、要求或確認，而毋須通知其他持有人，包括清算及／或撤回賬戶的投資及／或關閉賬戶的指示；

- c) we may in our sole and absolute discretion, require an instruction, request or demand to be given by all joint account holders before we take any action for any reason or no reason whatsoever;

我們可全權酌情決定要求所有聯名賬戶持有人於我們因任何理由或無理由採取任何行動前發出指示、請求或要求；

- d) each joint account holder person may give us an effective and final discharge in respect of any obligations under these Terms or in connection with these Terms;

各聯名賬戶持有人可有效及最終解除我們於該等條款下或有關該等條款的任何責任；

- e) each joint account holder which is juristic person authorises us, upon its dissolution, to treat the survivor(s) as the only party(ies) to these Terms and the only account holder(s) and agrees (for itself and its estate, representatives and successors) to indemnify us against any Losses we may incur by so doing. We will nevertheless be entitled at our sole and absolute discretion to require evidence of such survivor's authority to deal with the Account. These Terms will remain in full force between us and the surviving joint account holder(s).

屬法人的各聯名賬戶持有人授權我們於其解散時將尚存者視為該等條款的唯一訂約方及唯一賬戶持有人，並同意（為其本身及其財產、代表及繼任人）賠償我們因此而可能產生的任何虧損。然而，我們將有權全權酌情決定要求該尚存者提供

處理賬戶的授權證明。該等條款對我們及尚存聯名賬戶持有人將仍具十足效力。

- 34.2. If you are a partnership, any liability arising under these Terms shall be deemed to be the joint and several liabilities of the partners in the firm. These Terms shall not be terminated or prejudiced or affected by any change in the constitution of such firm or by the death of any one or more of the partners but in the event of any such death notice of termination shall be given by the survivor or survivors of the partnership or the personal representatives of any partners who have died.

假如閣下是夥伴關係，任何根據本協議所產生的責任須當作是該公司合夥人的連帶責任。該等條款不得終止或懷有偏見或受該企業的章程或任何一個或多於一個合夥人死亡而影響，但在任可因死亡而須終止的情況下，將由生存者和該合夥人的遺屬或其私人代表發出通知。

35. In the Event of Death

死亡情況

- 35.1. Where you are a natural person, in the event of your death, any person(s) purporting to be your legal personal representative(s) or surviving joint account holder must provide us with formal notice of your death in a form acceptable to us, including but not limited to the provision of an original death certificate in physical form.

倘閣下為自然人，如閣下死亡，任何聲稱為閣下的法定遺產代理人的人士或尚存聯名賬戶持有人必須向我們提供格式為我們所接納的閣下的正式死亡通知，包括但不限於提供實物形式的死亡證明原件。

- 35.2. Upon the receipt and acceptance of your death certificate, we will treat your death as an Event of Default allowing us to exercise any of our rights including but not limited to closing any and all Open Positions within your Account. These Terms will continue to bind your estate until terminated by your legal personal representative or by us.

於收到及接納閣下的死亡證明後，我們將視閣下的死亡為違約事件，以使我们行使我們的任何權利，包括但不限於平倉閣下賬戶的任何及所有未平持倉。該等條款將繼續對閣下的財產有約束力，直至由閣下的法定遺產代理人或我們終止為止。

- 35.3. A person shall not be proven to be your legal personal representative until we receive the appropriate legal documentation. Once we receive such documentation, we will accept and execute written instructions from your legal representative(s). We will only accept instructions that aim to wind-down and/or close your Account. Where we have not received any instructions after six months following receipt of your death certificate, we may, in our sole and absolute discretion (but shall not be obliged to), re-register your holdings into the name of your legal representative, re-materialise any electronic holdings and send such holdings in certificated form to the registered correspondence address for your estate, subject to appropriate charges.

在我們收到適當的法律文件之前，任何人士將無法證明為閣下的法定遺產代理人。我們於收到有關文件後，

將接納及執行閣下的法定遺產代理人的書面指示。我們僅接納旨在清算及 / 或關閉閣下賬戶的指示。倘我們於收到閣下的死亡證明後六個月後未收到任何指示，我們可全權酌情決定（但並無義務）將閣下的持倉重新登記於閣下法定遺產代理人的名下、重新落實任何電子持倉及以證書形式將該等持倉發送至閣下財產的登記通訊地址，並收取適當費用。

35.4. Any applicable charges as detailed in the Schedule of Fees will still be charged until the Account is closed.

我們仍將會收取收費表所詳述的任何適用費用，直至賬戶關閉為止。

35.5. Notwithstanding anything in these Terms, if the Agreement is not terminated within two years after the date of your death, we may take such action as we consider appropriate to close your Account. Your estate or your legal representative(s) will be liable for all costs associated with us taking this action, or considering taking action, except to the extent that costs arise because of our gross negligence, willful default or fraud.

儘管該等條款有任何規定，倘協議於閣下死亡日期後兩年內未終止，我們可採取我們認為適當的行動以關閉閣下的賬戶。閣下的財產或閣下的法定遺產代理人將負責我們採取有關行動或考慮採取行動所產生的所有費用，除非有關費用乃因我們的疏忽、故意違約或欺詐而產生則當別論。

36. Notices and Communication with the Client

與客戶的通知及通訊

36.1. We may notify, instruct, or communicate with you by telephone, letter, fax, email, text message, or by posting a message on our Website or System, and you agree that we may contact you through any of these mediums at any time. We will use the address, fax number, phone number, or e-mail address specified in your Account opening documentation or such other address (physical or electronic) or number (fax or phone) as you may subsequently provide us.

我們可透過電話、信函、傳真、電郵、訊息或於我們的網站或系統登載資訊而向閣下發出通知、指示或通訊，而閣下同意我們可隨時透過任何該等方式聯絡閣下。我們將使用閣下於賬戶開立文件所列的地址、傳真號碼、電話號碼或電郵地址或其後閣下可能提供予我們的其他地址（實體或電子）或號碼（傳真或電話）。

36.2. You will be deemed to have acknowledged and agreed with the content of any notice, instruction or other communication (except confirmations of Transactions, Account Statements, and Margin Call Warnings) unless you notify us to the contrary in writing within five (5) Business Days of the date on which you are deemed to have received it in accordance with Clause 36.3 below.

閣下將被視為已確認及同意任何通知、指示或其他通訊（交易確認書、賬單及追繳保證金警告除外）的內容，除非閣下於根據下文第 36.3 條被視為已收到有關通知、指示

或通訊當日後五（5）個營業日內，書面通知我們有相反意見則除外。

36.3. Any notice, instruction or other communication will be deemed to have been properly given by us:

在以下情況下，任何通知、指示或其他通訊將被視為已由我們妥為發出：

a) if hand delivered, when left at your last known home or work address;

若由專人交付，則為送遞至閣下最新已知居住或工作地址時；

b) if sent by post to the address last notified by you to us, on the next Business Day after being deposited in the post;

若郵寄至閣下最新通知我們的地址，則為投遞後的下一個營業日；

c) if given verbally over the telephone, immediately where we speak with you. If we are unable to connect with you via phone, we may leave a message on your answering machine. In such an event, the notice, instruction or other communication will be deemed to have been properly given one hour after the message is left;

若透過電話以口頭傳達，則為我們與閣下交談當時。若我們無法透過電話聯絡閣下，我們可向閣下的留言機留言。在此情況下，有關通知、指示或其他通訊將被視為留言後一個小時妥為發出；

d) if sent by fax, immediately upon receipt of a successful transmission report;

若透過傳真送遞，則為收到成功傳送報告當時；

e) if sent by text message, as soon as we transmit the message;

若透過訊息送遞，則為我們發出訊息當時；

f) if sent by e-mail, immediately after the e-mail is sent providing we do not receive confirmation of a failed delivery from the relevant e-mail provider; and/or

若透過電郵送遞，則為電郵發出當時，並且我們並無收到有關電郵提供商發出的發送錯誤確認；及 / 或

g) if published on our Website or System, as soon as it has been published.

若透過我們的網站或系統登載，則為登載當時。

36.4. You are responsible for reading all notices published on our Website and System in a timely manner.

閣下須負責自行及時閱覽我們的網站及系統登載的所有通知。

36.5. You may notify us by letter, fax, or e-mail, each of which shall constitute written notice. You will use our registered address, fax number, or e-mail address specified by us from time to time in accordance with any notice requirement.

閣下可透過信函、傳真或電郵向我們發出通知，各方式均構成書面通知。閣下可使用我們的註冊地址或我們根據任何通知要求不時列明的傳真號碼或電郵地址。

36.6. Any notice will be deemed to have been properly given by you:

在以下情況下，任何通知將被視為已由閣下妥為發出：

- a) if hand delivered, when left at our registered office;
若由專人交付，則為送遞至我們的註冊辦事處時；
- b) if sent by post to our registered address, upon receipt by us;
若郵寄至我們的註冊地址，則為我們收到時；
- c) if sent by fax, immediately upon receipt of a successful transmission report; and/or
若透過傳真送遞，則為收到成功傳送報告當時；及 / 或
- d) if sent by e-mail, one hour after the e-mail is sent providing you not receive confirmation of a failed delivery from the relevant e-mail provider.
若透過電郵送遞，則為電郵發出後一個小時，並且閣下並無收到有關電郵提供商發出的發送錯誤確認。

36.7. We shall communicate with one another in English. We or third parties may have provided you with translations of these Terms. The original English version shall be the only legally binding version for you and us. In case of discrepancies between the original English version and other translations in your possession, the original English version provided by us shall prevail.

我們相互間應以英文溝通。我們或第三方可能已向閣下提供該等條款的譯文。原英文版本為對閣下與我們具有法律約束力的唯一版本。如原英文版本與閣下管有的其他譯文出現衝突，概以我們提供的原英文版本為準。

36.8. We will not be liable for any delays you may face in receiving any communication once dispatched by us, except where the delay is caused by our willful default, fraud or negligence.

我們一旦發出任何通訊，將不對閣下收取有關通訊可能遭遇的延誤負責，惟倘延誤乃由於我們的蓄意失責、欺詐或疏忽所致則除外。

36.9. You acknowledge and agree that any and all conversations between you and us or any member of the ADSS Group, may, at our option and sole and absolute discretion, be recorded electronically with or without the use of an automatic tone warning device. You further agree to the use of such recordings and transcripts thereof as evidence by us in connection with any complaint or legal proceeding which may arise. You understand that such records will be our sole property and you accept that such recordings will constitute evidence of the communications between you and us.

閣下確認及同意，閣下與我們或 ADSS 集團任何成員公司之間進行的任何及所有談話，均可由我們全權酌情選擇以電子方式記錄，不論是否使用自動語音警告設備。閣下進一步同意，我們可就任何可能出現的投訴或法律程序使用有關記錄及其文稿作為證據。閣下理解，有關記錄將為我們的獨有財產，並且閣下接受，有關記錄將構成閣下與我們進行溝通的證據。

37. Intellectual Property

知識產權

Our Website, System, Secure Access Website and any and all information or materials that we may supply or make available to you (including any software which forms part of those items) are and will remain our property or that of our service providers. Such service providers may include providers of real-time price data to us. In addition:

我們的網站、系統、安全瀏覽網站以及我們可能向閣下提供或給予的任何及所有資料或材料（包括構成有關項目組成部分的任何軟件）現為及仍將為我們或我們的服務提供商的財產。有關服務提供商可包括向我們提供實時價格數據的提供商。此外：

- a) all copyrights, trademarks, design rights and other intellectual property rights in those items are and will remain our property (or those of third parties whose intellectual property we use in relation to products and services we provide for your Account);

有關項目的所有版權、商標、設計權及其他知識產權現為並仍將為我們的財產（或屬於我們就向閣下的賬戶提供產品及服務而使用其知識產權的第三方）；

- b) we supply or make them available to you on the basis that:
(i) we can also supply and make them available to other persons; and (ii) we may cease providing them at our sole and absolute discretion or if our service providers require us to do so;

我們基於以下基準向閣下提供或供應有關項目：(i) 我們亦可向其他人士提供及供應有關項目；及 (ii) 我們可全權酌情決定或當我們的服務提供商要求時停止提供有關項目；

- c) you must not supply all or part of them to anyone else and you must not copy all or any part of them;
閣下不得將全部或部分有關項目提供予任何其他人士，並且閣下不得複製其中全部或任何部分；
- d) you must not delete, obscure or tamper with copyright or other proprietary notices we may have put on any of those items; and/or

閣下不得刪除、遮蓋或篡改我們可能就任何有關項目發出的版權或其他所有權通告；及 / 或

- e) you must only use these items for the operation of your Account in accordance with these Terms.

閣下必須只能將有關項目用於根據該等條款操作閣下的賬戶。

38. Confidentiality and Data Protection

保密及數據保護

- 38.1. We may obtain information (including personal data) about you or your directors, shareholders, employees, officers, agents or clients (as necessary) during the course of our relationship with you. This section describes some of the key issues in relation to how we process this personal data, which you should be aware of. Please note that this description is not comprehensive and our Personal Information Collection Statement & Privacy Policy contains additional information. Our Privacy Policy is available on our Website and should be read alongside this Clause as it

sets out the types of personal data which we collect about you and additional ways in which we safeguard and use such personal data. We will take reasonable measures to safeguard your personal information.

我們在與閣下維持合作關係的過程中可能會向閣下取得資料（包括個人數據）。本節敘述我們如何處理有關個人數據的若干重要事宜，以供閣下知悉。請注意，有關敘述並不完整，我們的數據安全政策載有更多資料。我們的私隱政策載於我們的網站，當中載有我們所收集有關閣下的個人數據類型以及我們保護及使用有關個人數據的其他方式，應與本條款一併閱讀。我們將採取合理措施保護閣下的個人資料。

38.2. In accordance with Applicable Law, and subject to the following, we will treat all information we hold about you and your directors, shareholders, employees, officers, agents and clients as private and confidential, even when you are no longer a customer. You agree that we, or any member of the ADSS Group, may:

根據適用法律，並在下文的規限下，我們會將我們所持有關於閣下的所有資料視為私人及保密資料，即便閣下已不再為客戶亦然。閣下同意，我們或 ADSS 集團任何成員公司可：

- a) use your information to (i) determine your identity and background before and during the term of these Terms for anti-money laundering and regulatory purposes, (ii) administer and operate your Account and monitor and analyse its conduct, (iii) provide services to you, (iv) improve any of our operations, procedures, products and/or services during the term of these Terms, (v) assess any credit limit or other credit decision (and the interest rate, fees and other charges to be applied to your Account) and (vi) carry out statistical and other analysis;
使用閣下的資料 (i)在該等條款的期限之前或期間，就反洗錢及監管目的而確定閣下的身份及背景；(ii)管理及經營閣下的賬戶，並監察及分析其運作；(iii)向閣下提供服務；(iv)於該等條款的期限內提升我們的任何營運、程序、產品及 / 或服務；(v)評估任何信貸限制或其他信貸決定（及閣下的賬戶適用的利率、費用及其他收費）；及(vi)進行統計及其他分析；
- b) use your personal data including your contact details, application details and details of the service we provide you and how you use them, to decide what products and services may be of interest to you;
使用閣下的個人數據（包括閣下的聯絡詳情、申請詳情及我們向閣下提供服務及閣下如何使用有關服務的詳情）確定閣下可能感興趣的產品及服務；
- c) contact you by telephone (including automated calls), post, e-mail and other electronic messages such as short text, video and picture messaging, and fax, with information, news, events and seminars and generally for the purpose of promoting our services and those of the ADSS Group and other selected third party service providers to you; and

透過電話（包括自動呼叫）、郵寄、電郵及其他電子訊息（如簡訊、視頻及圖片訊息）及傳真聯絡閣下，向閣下提供資料、新聞、事件及研討會訊息，一般用於推銷我們及 ADSS 集團以及其他特定第三方服務提供商的服務；及

- d) use your personal data to comply and cooperate with the requirements of regulators and the courts and to comply with our legal obligations.

使用閣下的個人數據以遵守及配合監管機構及法院的要求，並遵守我們的法律責任。

38.3. You hereby specifically and explicitly agree that we may share your personal data with any of our service providers in connection with providing you with services under or in connection with these Terms, including but not limited to, data processors, information technology service providers, platform providers, marketing services providers, or any member of the ADSS Group who may only use it for the same purposes as us. Such purposes include the processing of instructions and the generation of confirmations of Transactions, the operation of control systems and the operation of management information systems. We will take appropriate measures to protect the security of your personal data. You agree that we may transfer information we hold about you to any country which may not have comparable data protection laws, for any of the purposes described in this Clause.

閣下謹此具體而明確地同意，我們可與我們的任何服務提供商（包括但不限於數據處理商、資訊科技服務提供商、平台提供商、營銷服務提供商或 ADSS 集團任何成員公司）共享閣下的個人數據，以根據或就該等條款向閣下提供服務，而有關服務提供商僅可按與我們相同的目的使用有關數據。有關目的包括處理指示及生成交易確認書、操作控制系統及操作管理資訊系統。我們將採取適當措施保護閣下的個人數據安全。

38.4. In order to comply with our obligations under various legislative and regulatory requirements we may be required to make certain disclosures relating to you or your Account, which may or may not involve disclosing your identity. In addition to complying with such obligations, we may comply with any request for information pertaining to you from any relevant regulatory or government authority. You agree that such compliance does not constitute a breach of any obligation of confidentiality, which we owe you pursuant to these Terms.

為遵守我們根據各項法律及法規規定須履行的責任，我們或須就閣下或閣下的賬戶作出若干披露，這可能會或可能不會涉及披露閣下的身份。除遵守有關責任外，我們可遵循任何有關監管或政府機構的要求提供有關閣下的資料。閣下同意，有關遵循並不構成違反我們根據該等條款須向閣下承擔的任何保密責任。

38.5. If any personal data belonging to any of your shareholders, directors, employees officers, agents or clients is provided to us, you represent to us that each such person is aware of and consents to the use of such data as set out in this Clause and you agree to

indemnify us against any loss, costs or expenses arising out of any breach of this representation.

任何閣下傳送給我們有關閣下的股東、董事、員工、主任、代理或客戶的個人資料，閣下將代表每一個上述人士都知道本條款並同意我們使用其個人資料，閣下同意賠償我們任何因違反本條款而產生的損失、費用或開支。

- 38.6. Without prejudice to any right or obligation that we may have under the Applicable Laws, you acknowledge that we may report any activity, suspected trading misconduct, other malpractice or irregularity to the regulator(s), authority(ies) and/or the issuer of the foreign exchange product concerned. You shall not challenge any decision to make such report, or attempt to hold us responsible for resulting action against, or loss incurred by, you. You undertake to provide us with such information as lawfully requested by us within one (1) Business Day of such request. Further, we may in our sole discretion suspend the operation of the Account or decline to act in accordance with any instruction or commitment without incurring any liability whatsoever to you for any claim, loss, proceeding or expense howsoever related to our suspension of the Account or its delay or refusal to act in accordance with any instruction or commitment relating to the Account or these Terms.

在不妨礙我們在適用法律下的權利或義務下，閣下承認我們可能向監管機構、局及/或外匯產品發行人執告任何活動、涉嫌交易不當行為、其他違規行為或有關外匯產品違規。閣下不應質疑任何有關該報告的決定或試圖使我們對該行動或任何由閣下產生的損失負責。閣下承諾在合法的情況在一個工作天內向下我們提供我們要求的資料。此外，我們可行使酌情權暫時停止賬戶的操作或拒絕執行任何指示或承諾，並不承擔任何法律責任、任何閣下的索賠有關賬戶被停止、延遲或拒絕執行任何指示或承諾而導致的損失、訴訟或費用。

- 38.7. In accordance with the Applicable Law, your consent (or any explicit indication of no objection) is required for the use of your personal data in direct marketing. If you intend not to receive any information concerning products and services features, latest promotion, assistance on the System and other trading resources, you can exercise your opt-out right in writing. Please refer to the Personal Information Collection Statement for more information. 根據適用的法律，必須得到閣下的同意(或沒有任何明確反對)方可使用閣下的個人資料作直接促銷之用。如閣下不希望接受任何有關產品和服務、最新推廣、系統協助和其他交易資源的資料，閣下可以以書面形式退出。詳情請參考個人資料收集聲明。

39. Miscellaneous 其他事項

- 39.1. These Terms (including the Supplemental Documents) constitute the entire agreement and understanding of the parties with respect to its subject matter and the basis on which we will enter into any Transaction with you and supersedes all previous written or oral communications with respect to these Terms.

本條款（包括補充文件）構成整個協議及為各方理解有關事項的基礎及我們與閣下進行交易的基礎，及取代所有先前就本條款的書面或口頭溝通。

- 39.2. We may, but you may not, at any time transfer or assign absolutely our rights, benefits and/or obligations under these Terms by providing you with not less than ten (10) Business Days written notice. Any such transfer or assignment shall be subject to the assignee undertaking in writing to be bound by and perform our obligations under these Terms.

我們可向閣下發出不少於十（10）個營業日的書面通知而隨時絕對轉讓或讓渡其於該等條款的權利、利益及/或責任，惟閣下不可如此行事。任何有關轉讓或讓渡的前提須為受讓人以書面形式承諾受該等條款約束並履行我們在該等條款下的責任。

- 39.3. No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under these Terms shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.

任何一方的失誤和延遲都不能豁免本協議內的權利和追討權利，且不能以任何單一或部份權利行使該權利和追討權利。

- 39.4. Our rights and obligations under these Terms are personal to you. This means that you cannot assign them without our prior written consent.

對於閣下而言，我們在該等條款下的權利及責任屬個人性質。這意味著閣下未經我們事先書面同意不能轉讓有關權利及責任。

- 39.5. Time is of the essence in respect of all your obligations under these Terms and any Transaction. This means that specified times and dates in the Terms are vital and mandatory. Any delay, reasonable or not, may be grounds for terminating a Transaction, multiple Transactions or these Terms.

對於閣下在該等條款及任何交易下的責任而言，時間至關重要。這意味著該等條款列明的時間及日期極為關鍵，並且屬強制性質。任何延遲（不論合理與否）均可作為終止交易、多項交易或該等條款的依據。

- 39.6. The rights and remedies provided under these Terms are cumulative and not exclusive of those provided by law.

該等條款規定的權利及補救均可累積，並不包括法律所規定者。

- 39.7. We are under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No delay or failure by us to exercise any of our rights under these Terms (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of any other rights or remedies. No course of

conduct or previous dealings shall create any future obligation to perform in the same manner.

我們並無責任行使任何權利或補救，亦無責任按有利於閣下的方式或時間行使。我們延遲或未能行使我們於該等條款（包括任何交易）下或其他方面的任何權利，並不構成放棄有關權利或任何其他權利或補救。單一或部分行使權利或補救不得妨礙進一步行使該權利或補救或行使任何其他權利或補救。行為過程或先前交易概不會產生須按相同方式履行的任何未來責任。

- 39.8. If, at any time, any provision of these Terms is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, then such provision or part thereof will, to that extent, be deemed severable and not form part of these Terms. Neither the legality, validity or enforceability of the remaining provisions of the Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

倘於任何時間，根據任何司法管轄區法律，該等條款的任何條文在任何方面成為或變得非法、無效或不可強制執行，則有關條文或其中部分將就此被視為可予分割及並非該等條款的一部分。該等條款其餘條文根據該司法管轄區法律的合法性、有效性或可強制執行性以及有關條款根據任何其他司法管轄區法律的合法性、有效性或可強制執行性概不會在任何方面受到影響。

- 39.9. Unless otherwise permitted by any Applicable Law, nothing in these Terms shall be taken to exclude or restrict our obligations under any Applicable Law. We shall be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with any Applicable Law and such actions shall be binding on you and shall not render us or any of our directors, officers, employees, agents or representatives liable.

除非法律另有許可，否則任何本協議的條款在適用的法律下不應被排除或限制。我們有權採取任何我們認為有必要的行動，以確保我們符合法律，及該行動均對閣下有約束力，並不結予我們或我們任何的董事、高級職員、員工、代理或代表責任。

- 39.10. You consent that, without prior notice from us when we execute Orders on your behalf, we or our representatives and/or agents may buy or sell for an account in which any such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the SFO or Applicable Laws then in force in the market where such Orders are executed.

在特定限制或條件下（如有），包括根據證券及期貨條例或法律並在市場內有效地執行此類訂單的情況下，閣下許可我們在未得閣下事先通知下，以閣下的名義執行訂單，我們或我們的代表及/或代理人可能在對該賬戶有持有人有直接或間接利益的情況下作買或賣。

- 39.11. You accept that we operate from Hong Kong and will therefore comply with the requirement of Hong Kong relating to working hours and public holidays. This means that we may not offer services, in whole or in part, every day of the year. You should keep yourself apprised of our

regular hours of business and closure schedule to avoid any service disruption or inconvenience when trading.

閣下接受，我們是在香港經營，故將遵守香港有關工作時間及公眾假期的規定。這意味著，我們可能無法全年每天均提供服務（無論全部或部分）。閣下應自行瞭解我們的日常營業時間及暫停營業安排，以避免在交易過程中出現任何服務中斷或不便。

- 39.12. You may be affected by any curtailment of, or restriction on, the capacity of us to deal in respect of Open Positions as a result of action taken by the SFC under the SFO or for any other reason, and that in such circumstances, you may be required to reduce or close out the Open Positions with us.

閣下已開的倉可能會因我們在證監會按證券及期貨條例或任何其他理由已採取的行動而受到削弱或限制的影響，在這種情況下，閣下與我們開的倉可能會被要求減少或平倉。

- 39.13. Your contracts may be closed out without your consent (please refer to the Order Execution Policy).

閣下的合同可能會在沒有得到閣下的同意下被平倉（請參考訂單執行政策）。

- 39.14. All formal complaints should be made in writing to us at 3/F Prosperity Tower, 39 Queen's Road Central, Central, Hong Kong and marked for the attention of our Compliance Officer.

所有正式的投訴應以書面形式寄往香港中環皇后大道中39號豐盛創建大廈3樓致我們的合規主任。

- 39.15. You (i) consent to the recording of telephone conversations in connection with these Terms, any potential Transaction or Transaction and (ii) agree to obtain any necessary consent, and give notice of such recording, to your personnel as may be necessary. You further agree that any such recording may be submitted in evidence to any court or in any legal proceeding for any purpose relating to any Transactions or these Terms.

閣下(i)同意有關本協議條款、任何潛在交易或交易以電話錄音及(ii)同意取得任何必須的許可、及在有需要下給予閣下的人該錄音的通知。閣下進一步同意該錄音可能提交任何法院或任何法律程序與任何有關交易或這些條款的任何目的作證據。

- 39.16. Our records will, unless shown to be wrong, be evidence of your dealings with us in connection with our services. You will not object to the admission of our records in any legal proceedings because such records are not originals, are not in writing or are produced by a computer. Although records may be made available to you upon request, the provision of such records to you is subject our sole and absolute discretion.

除非顯示錯誤，否則我們的記錄將為閣下就我們的服務與我們進行交易的證據。閣下不應因我們的記錄並非原件、並非書面形式或由電腦生成而反對有關記錄在任何法律程序中被接納。儘管我們可應要求向閣下提供記錄，惟是否向閣下提供有關記錄概由我們全權酌情決定。

39.17. The provisions of these Terms may not be enforced by a person who is not a party to these Terms.
該等條款的條文不可由並非該等條款訂約方的人士執行。

39.18. If any action or proceeding is brought by or against us in relation to these Terms or arising out of any act or omission by us, you agree to cooperate with us to the fullest extent possible in the defense or prosecution of such action or proceeding.
倘因該等條款或我們的任何行為或疏忽，我們提起或面臨任何訴訟或法律程序，閣下同意在可行情況下全力配合我們就有關訴訟或法律程序進行抗辯或檢控。

倘因該等條款或我們的任何行為或疏忽，我們提起或面臨任何訴訟或法律程序，閣下同意在可行情況下全力配合我們就有關訴訟或法律程序進行抗辯或檢控。

39.19. We shall have absolute rights to amend, delete or substitute any of the Terms herein or add new provisions to these Terms. Any revised Terms will be posted on our Website. You should visit our Website from time to time to obtain the latest Terms. 我們擁有絕對權力修改、刪除或更過本協議的任何條款或增加條款。任何已修改的條款將會公佈在我們的網站。閣下應不時瀏覽我們的網站取得最新的條款。

39.20. We may from time to time issue further Supplemental Documents. If there is any conflict between the clauses of any Supplemental Document and these Terms, the provisions in the Supplemental Document shall prevail.
我們可能會不時發出新的補充文件。如有任何補充文件及本條款的條文的衝突，應以補充文件的規定為準。

我們可能會不時發出新的補充文件。如有任何補充文件及本條款的條文的衝突，應以補充文件的規定為準。

39.21. Headings and captions in these Terms are inserted for convenience of reference only and shall not be given any effect in the interpretation of any provision of these Terms.
該等條款的標題僅為方便閱讀而插入，在詮釋該等條款任何條文時不應具有任何效力。

該等條款的標題僅為方便閱讀而插入，在詮釋該等條款任何條文時不應具有任何效力。

39.22. Word or phrases importing the singular shall be interpreted to include the plural and vice versa, unless the context requires otherwise.
除非文意另有所指，否則意指單數的詞語或詞彙應詮釋為包括眾數，反之亦然。

除非文意另有所指，否則意指單數的詞語或詞彙應詮釋為包括眾數，反之亦然。

39.23. References to statutory provisions or enactments in these Terms shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision or enactment, to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision or enactment, except where expressly stated to the contrary.
除非明確說明與此相反，引用這些條款的法律規定或法例應包括任何該等條文的修訂、修改、擴展、整合、置換或重新制定、根據以往任何已經被替換或修改成文法則、根據任何監管，或根據該等條文或其他附屬法例作的制定訂單。

39.24. These Terms shall be continuous and shall cover, individually and collectively, all of your Accounts at any time opened or reopened with ADSS HK, irrespective of any change or changes at any time in the personnel of ADSS HK or its successors, assigns, or the ADSS Group.

These Terms, including all authorizations, shall inure to the benefit of ADSS HK and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon you and/or your agents, personal representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns.

不論阿布扎比證券或其繼任者、受讓人或 ADSS 集團的人員在任何時候出現任何變動，該等條款應該存續，並須個別及共同涵蓋閣下於任何時間在阿布扎比證券開立或重新開立的所有賬戶。該等條款（包括所有授權）適用於阿 布扎比證券及其繼任者及受讓人（不論因合併、整合或其他原因而產生）的利益，並對閣下及 / 或閣下的代理人、遺產代理人、繼承人、遺囑執行人、破產管理人、受託人、受遺贈人、法律代表、繼任人及受讓人具有約束力。

You and we acknowledge that neither:

閣下及我們確認，無論：

- a) the relationship between you and us;
閣下與我們之間的關係；
- b) the services to be provided under these Terms; nor
根據本協議所提供的服務；及
- c) any other matter,
任何其他事項

gives rise to any fiduciary or equitable duties on our part in favour of you.

也不引起我們任何對閣下有利的信託或公平責任。

40. Governing Law

管轄法律

40.1. A Transaction which is subject to the rules of a market shall be governed by the law applicable to it under those rules. Subject thereto, the Terms will be governed by and construed in accordance with the laws of Hong Kong.
受市場規則規限的交易應受有關規則所述的適用法律所管轄。在此規限下，該等條款將受香港法律管轄，並據此詮釋。

40.2. The courts of Hong Kong will have exclusive jurisdiction to settle any dispute arising in connection with these Terms and for such purposes you and we irrevocably submit to the jurisdiction of the courts of Hong Kong.

香港法院將具有專有管轄權解決任何因該等條款產生的爭議，而就此目的而言，閣下及我們不可撤銷地同意受香港法院管轄。

40.3. Nothing in this Clause shall prevent us from bringing proceedings against you in any other country which may have jurisdiction to whose jurisdiction you irrevocably submit.

本條款概無內容阻止我們在閣下不可撤銷地同意受其管轄的任何其他國家對閣下提起法律程序。

40.4. Irrespective of your location, you agree to the service of legal process or any other documents in connection with proceedings in any court by the registered mailing of

copies to your last address shown in our records, or in any other manner permitted by the laws of Hong Kong.

不論閣下位於何地，閣下同意就提交任何法院的法律程序文件或任何其他文件而言，可透過掛號郵遞方式將有關文件寄至我們的記錄所示的閣下最新地址或透過香港法律、送達文件所在地法律或提起法律程序所在司法管轄區的法律容許的任何其他方式送達。

40.5. Where you have been provided with a version of these Terms which is in a language other than the English language, the English version shall be the only legally binding version for you and us. In case of discrepancies between the English version and other translations in your possession, the English version provided by us shall prevail. 若閣下獲提供以英文以外的語言編撰的該等條款版本，原英文版本為對閣下與我們具有法律約束力的唯一版本。如原英文版本與閣下管有的其他譯文出現衝突，概以我們提供的原英文版本為準。

40.6. In relation to any dispute between ADSS HK and you, ADSS HK shall, if you so require, agree to refer the dispute to arbitration in accordance with the Securities and Futures (Leveraged Foreign Exchange Trading – Arbitration) Rules. 關於阿布扎比證券和閣下的任何爭議，如果閣下有此要求，阿布扎比證券同意將爭議按照證券及期貨（槓桿式外匯交易 - 仲裁）規則提交仲裁。

Definitions

釋義

In these Terms, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

於該等條款中，除文義另有所指外，下列詞彙及短語將具有以下涵義，並可於適當情況下用作單數或眾數：

“Abusive Trading Strategies” means trading activities made by you which aim to benefit from errors, latencies, internet related issues, connectivity delays and any other circumstance or malfunction of the System whereby the liquidity or pricing displayed on the System does not accurately reflect current market rates;

「**濫用交易策略**」指閣下為從系統錯誤、潛在因素、互聯網相關問題、連接延遲及任何其他情況或故障獲利而作出的交易活動，據此，系統所顯示的流動性或定價不能準確反映當前市場費率；

“Account” means any account that you maintain with us for the purposes of trading under these Terms and in which your funds or other collateral are held and in which realised profits and/or losses are credited and/or debited;

「**賬戶**」指閣下就根據該等條款進行交易而於我們開立的任何賬戶，當中持有閣下的資金或其他抵押品，並計入及 / 或扣除已變現溢利及 / 或虧損；

“Account Application” means Application for Opening a LFX Trading Account including supplemental documents;

「**賬戶申請**」指外匯交易賬戶的申請，包括補充文件。

“Account Statement” means a periodic statement of trading activities, fees, charges, commissions and other applicable charges credited or debited to your Account at a specific point in time;

「**賬單**」指於特定時間於閣下的賬戶計入或扣除的交易活動、費用、收費、佣金及其他適用收費的定期結單；

“Act of Insolvency” with respect to a person means that such person (a) becomes unable to pay its debts or fails to pay its debts as they become due; (b) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (c) institutes or has instituted against it proceedings seeking a judgment of bankruptcy or insolvency (or their equivalent under legislation applicable to such party) howsoever described; (d) has a resolution passed for its winding-up or winding-down or liquidation; (e) seeks or becomes subject to the appointment of a liquidator or trustee or other official for a substantial part of its assets;

「**無力償債行為**」就任何人士而言指該人士(a)無法支付其到期債務或未能支付其到期債務；(b)向其債權人或就其債權人的利益作出一般轉讓、償債安排或債務重整協議；(c)被提出或已被提出以任何形式發現的尋求破產或無力償債判決的法律程序（或適用於該人士的法例下的等同法律程序）；(d)已通過決議案批准其清盤或清算；(e)就其大部分資產尋求或須委任清盤人或受託人或其他官員；

“ADSS Group” means ADS Securities Hong Kong Limited and any of its Connected Persons;

「**ADSS 集團**」指阿布扎比證券香港有限公司及其任何關連人士；

“Applicable Law” means any legislation (including without limitation, constitution, statute, law, regulation, by-laws or rules), customs, usages, rulings, and interpretations of governmental authorities and self-regulatory organisations, exchanges, alternative trading systems, contract markets, derivatives transaction execution facilities, and other markets which we, in our sole discretion, deem to be applicable to an ADSS entity that provides services to you;

「**適用法律**」指我們全權酌情認為適用於向閣下提供服務的 ADSS 實體及 / 或適用於閣下的政府機構及自律組織、交易所、另類交易系統、合約市場、衍生交易執行設施及其他市場的任何法例（包括但不限於憲章、規程、法律、規例、細則或規則）、習俗、慣例、裁定及解釋；

“Authenticators” has the meaning in Clause 6.1 of these Terms;

「**認證人**」指具有該等條款第 6.1 條的涵義；

“Base Currency” means the currency in which your Account is denominated and in which we will debit and credit your Account;

「**基礎貨幣**」指閣下賬戶的計值貨幣及我們將於閣下的賬戶扣賬及入賬的計值貨幣；

“Business Day” means any day other than a Saturday, Sunday or public holiday on which we are open for business;

「**營業日**」指我們開門營業的任何日子（星期六、星期日或公眾假期除外）；

“Client Services Officer” means an employee of any member of the ADSS Group who is authorised to receive, enter or execute client Orders and/or Transaction (as applicable);

「**客戶服務主任**」指 ADSS 集團任何成員公司獲授權接收、訂立或執行客戶指令及 / 或交易（如適用）的任何僱員；

“Connected Person” means, in relation to any member of the ADSS Group, a person connected with the ADSS Group, including (without limitation), any entity under common control, any director, partner, manager or appointed representative of any member of the ADSS Group or an employee of any member of the ADSS Group or any appointed representative of any member of the ADSS Group, as well as any other person whose services are placed at the disposal of any member of the ADSS Group or any person directly or indirectly linked to any member of the ADSS Group;

「**關連人士**」指就 ADSS 集團任何成員公司而言，與 ADSS 集團有關連的任何人士，包括但不限於 ADSS 集團任何成員公司受共同控制的任何實體、任何董事、合夥人、經理或指定代表或 ADSS 集團任何成員公司的任何僱員或 ADSS 集團任何成員公司的任何指定代表，以及向 ADSS 集團任何成員公司提供服務的任何其他人士或與 ADSS 集團任何成員公司有直接或間接聯繫的任何人士；

“Credit Facility” means credit or a line of credit that we provide to you at any time and for any reason in connection with your Account or your trading activities, including (but not limited to) where we credit your account with Margin in anticipation of receiving Margin from you (for example where you are making a payment by Card), or where we agree to credit your account with Margin for any reason;

「**信貸融資**」指我們就閣下的賬戶或閣下的交易活動於任何時間及因任何原因而提供予閣下的信貸或信貸額度，包括但不限於我們因預期可收到閣下的保證金而於閣下的賬戶將保證金記賬（例如閣下將以卡付款），或我們因任何原因同意於閣下的賬戶將保證金記賬；

“Event of Default” means any of the events listed in Clause 25.1 of these Terms;

「**違約事件**」指該等條款第 25.1 條所列任何事件；

“Exceptional Market Event” means the suspension, closure, liquidation, imposition of limits, special or unusual terms, excessive movement, volatility or loss of liquidity in any relevant market or foreign exchange contract, or where we (or, where applicable, any member of the ADSS Group) reasonably believe(s) that any of the above circumstances are about to occur;

「**極端市場事件**」指任何有關市場或工具暫停、關閉、清盤、實施限制、特殊或非常條款、過度變動、波動或喪失流動性，或我們（或如適用，ADSS 集團任何成員公司）合理認為將出現上述任何情況的情形；

“Force Majeure Event” means any event which is beyond the reasonable control of a party and which renders the performance of all or part of the obligations of such party to be virtually impossible or economically impracticable, including without limitation, acts of civil or military authorities, strikes or other labor disputes, insurrections, turmoil, wars and the like, floods, fires, droughts and other acts of God, any Exceptional Market Event, acts and regulations of any governmental or supra national bodies or authorities which (in ADSS HK’s reasonable opinion prevents an orderly market in relation to Orders or Transactions), as well as any event relating to power, reception or routing via internet, configuration of equipment or reliability of connections, breakdown or failure of any transmission or communication system or equipment or computer facility or trading software, whether belonging to us or any member of the ADSS Group, to you, or to any third party including any settlement or clearing system;

「**不可抗力事件**」指不能由一方合理控制且致使該方履行其全部或部分責任實際上不可行或在經濟上不切實際的任何事件，包括

但不限於民間或軍方行為、罷工或其他勞工糾紛、暴動、騷亂、戰爭及類似行為、洪災、火災、旱災及其他天災、任何極端市場事件、任何政府或超政府機構或機關的行為及法規（阿布扎比證券合理認為會妨礙有關指令或交易的有序市場運行），以及任何有關電力、互聯網接收或路徑、設備配置或連結可靠性、任何傳輸或通訊系統或設備或電腦設施或交易軟件崩潰或故障的事件，不論有關項目是否屬於我們或 ADSS 集團任何成員公司、屬於閣下或屬於任何第三方（包括任何結算或交收系統）；

“Leverage” means a line of credit that we provide to you for the purposes of multiplying your Margin deposit, which enables you to have additional buying power in order to place Orders and maintain Transactions in relation to your Account;

「**槓桿**」指我們向閣下提供以便閣下增加保證金存款的信貸額，讓閣下增加購買力，以就閣下的賬戶下達指令及維持交易；

“Liabilities” means any obligation of the client to us or any member of the ADSS Group under these Terms or under any other agreement including without limitation the obligation to pay an amount on its due date or on demand, charges, costs, fees, expenses (including attorneys’ fees), Losses or other liabilities;

「**負債**」指客戶根據該等條款或任何其他協議欠負我們或 ADSS 集團任何成員公司的債務，包括但不限於在到期日或按要求付款或支付收費、成本、費用、開支（包括律師費）、虧損或其他負債的責任；

“Loss” or “Losses” means any and all losses (including direct, indirect, special, incidental, punitive, or consequential loss, loss of profits or revenues, loss of goodwill or reputation, lost data, loss of use of the System, business interruption, business opportunity, costs of substitute, services or downtime costs), damages, costs, fees (including, but not limited to, attorneys’ fees), charges, expenses, disbursements, taxes, duties or levies, obligations, penalties, claims, demands, actions, proceedings, judgments, suits of whatsoever nature and regardless of how they arise.

「**虧損**」指任何性質的任何及所有虧損（包括直接、間接、特殊、附帶、懲罰性或後果性虧損、溢利或收入虧損、商譽或聲譽受損、數據遺失、系統使用權遺失、業務中斷、業務機會、替代成本、服務或停工成本）、損害賠償、成本、費用（包括但不限於律師費）、收費、開支、支出、稅項、稅費或征費、債務、罰款、申索、索償、訴訟、法律程序、判決、訟案，而不論如何產生。

“Manifest Error” has the meaning ascribed to it in Clause 27.1 of these Terms;

「**明顯錯誤**」指具有該等條款第 27.1 條所賦予的涵義；

“Margin” means funds or other collateral acceptable to us;

「**保證金**」指我們接受的資金或其他抵押品；

“Margin Call Warning” means a demand for such sums by way of Margin (whether by telephone, by e-mail or in any other form) as we may, in our sole and absolute discretion, require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated transactions under these Terms;

「**保證金追繳警告**」指我們出於保護自身免於承受現時、未來或擬定交易的虧損或虧損風險而根據該等條款全權酌情指定以保證金形式存入款項的要求（不論透過電話、電郵或任何其他形式提出）；

"Margin Requirement" means the amount of Margin that you are required to deposit and/or hold with us as consideration for entering into a Transaction and/or maintaining an Open Position;

「**保證金要求**」指閣下須向我們存入及 / 或持有的保證金金額 · 作為進行交易及 / 或維持未平持倉的代價 ;

"Open Position" means a Transaction which has not been liquidated or closed in whole or in part under these Terms;

「**未平持倉**」指根據該等條款尚未全部或部分清倉或平倉的交易 ;

"Order" means an instruction or a request from you to purchase or sell a foreign exchange contract at a price quoted by us;

「**指令**」指閣下指明按我們所報的價格買入或沽出工具的指示或要求 ;

"Principal" means a person which is a party to a Transaction;

「**主事人**」指身為交易一方的人士 ;

"Secure Access Website" means, as applicable, a password protected section of our Website (or any other website notified to you by us) or the System, through which you can access your Account;

「**安全瀏覽網站**」指 (如適用) 我們的網站 (或我們知會閣下的任何其他網站) 或系統中有密碼保護的部分 · 閣下可由此進入閣下的賬戶 ;

"Secured Obligations" means any and all of your obligations to us (whether actual, contingent, present or future) under or pursuant to these Terms or any other agreement with us or any member of the ADSS Group;

「**抵押責任**」指閣下根據該等條款或與我們或 ADSS 集團任何成員公司訂立的任何其他協議須對我們承擔的任何及所有責任 (不論實際、或然、現時或未來責任) ;

"Security Assets" has the meaning ascribed to it in Clause 17.1;

「**抵押資產**」指具有第 17.1 條所賦予的涵義 ;

"Service Provider" means a person or firm who is not an agent of ADSS HK or the ADSS Group, who provides a third party service, including but not limited to, any trading program, signal, advice, risk management or other trading assistance, which may have direct access or connectivity to your Account;

「**服務提供商**」指並非 ADSS HK 或 ADSS 集團代理而提供第三方服務 (包括但不限於 任何交易程序、信號、意見、風險管理或其他交易協助) 的人士或公司 · 有關人士或公司可直接進入或連結至閣下的賬戶 ;

"SFO" means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) including its subsidiary legislations and amendments from time to time;

「**證券及期貨條例**」指香港法例第 571 章 · 包括其附屬條例及不斷的修訂版。

"System" means the password protected online or downloadable electronic facility where you can trade with us under these Terms and which can be downloaded and/or accessed using any electronic means (such as a website) or device (such as a computer, tablet, mobile phone);

「**系統**」指有密碼保護的線上或可下載電子設施 · 閣下可藉此根據該等條款與我們進行交易 · 有關設施可使用任何電子工具 (如網站) 或設備 (如電腦、平板電腦、行動電話) 下載及 / 或進入 ;

"Terms" means these Leveraged Foreign Exchange Trading Terms of Business and includes the Supplemental Documents between you and us;

「**該等條款**」指閣下與我們訂立的該等槓桿式外匯交易業務條款及其他補充文件 ;

"Transaction" means a contract or a transaction in a foreign exchange product between you and us which has been accepted and executed by us in accordance with these Terms;

「**交易**」指閣下與我們訂立並已由我們根據該等條款接納及執行的工具的合約或交易 ;

"Website" means any website of ADSS HK from time to time.

「**網站**」指阿布扎比證券不時的任何網站。