



# Corporate Commodities Ltd.

21/F Bupa Centre, 141-143 Connaught Road West, Sai Ying Pun, Hong Kong  
Tel: 2832 0137 Fax: 2832 0151

## 申請使用電子交易服務

### Application for using Electronic Trading Services

客戶特此申請使用電子交易服務，並確認 :-

The Client(s) hereby request for using Electronic Trading Services and confirm :-

客戶已閱讀及同意本公司所訂定之客戶交易協議，及本公司不時修訂之電子服務使用條款，特別是協議書第 7 條所列關於使用電子服務及相關風險披露聲明。客戶承諾在任何時間均會按照該等協議及條款之規定使用有關服務。客戶更確認客戶為唯一獲授權使用該電子服務之使用者，並對交易密碼之保密及使用承擔全部責任，所有透過電子服務所發出之指示，均可視為由客戶親自作出，客戶同意負全責。

The Client(s) have read and agreed with the provisions of the Company's Client Trading Cash Client Agreement, in particular clause 7 regarding electronic services and related risk disclosure and all provisions which the Company may amend from time to time relating to the use of Electronic Services. The Client(s) also confirm that the Client(s) are the only authorized user(s) of the Electronic Services and are fully responsible for the confidentiality and use of the Access Codes. All instructions entered through the Electronic Services shall be deemed to be made by the Client(s) and the Client(s) agree to be fully responsible for all instructions so entered.

#### 互聯網及流動電話交易服務 Internet and Mobile Phone Dealing Services

請將一次性密碼發送至 Please send the One-Time Password to :

電郵地址 E-mail address \_\_\_\_\_

手提電話 Mobile Phone \_\_\_\_\_

客戶簽署 Client(s) Signature \_\_\_\_\_

日期 Date \_\_\_\_\_

客戶姓名 Name: \_\_\_\_\_

客戶編號 A/C No.: \_\_\_\_\_

製作	印鑒核對	檢查	批核



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## 7. 電子服務及相關風險披露聲明

- 7.1 本人 / 吾等知悉 貴公司為本人 / 吾等提供三種接達帳戶之途徑：(i) 透過 貴公司不時提供之某些媒介（包括但不限於互聯網及流動電話）以電子方式（即電子服務）；(ii) 透過電話以口頭方式；及 (iii) 以書面方式。
- 7.2 在不損及本協議其他條款概括性並附加於該等其他條款之情況下，本人 / 吾等知悉及同意本第 7 條之規定將適用於 貴公司認為合適而不時提供之任何電子服務。
- 7.3 本人 / 吾等知悉電子服務是依賴新的科技，包括電腦硬體及軟件和其他電子設備。然而所有設施及系統均有可能會暫時中斷或失靈，本人 / 吾等明白及願意承擔該等風險，而其後果可能使本人 / 吾等的買賣盤不能根據指示執行，甚或完全不獲執行。同時本人 / 吾等知悉及接受資料的傳送可能有延誤，而本人 / 吾等的買賣盤未必能以互聯網或其他資訊供應商提供的報價系統所顯示的價位成交。
- 7.4 本人 / 吾等知悉 貴公司或會不時在 貴公司認為合適之情況下，聘用某些第三者（該等第三者可繼而聘用其他服務供應商或資訊供應商）提供設施以使本人 / 吾等可使用電子服務。本人 / 吾等亦知悉，在 貴公司聘用該等第三者所涉及之範圍內， 貴公司並沒安排參與任何創造技術、或創造及/或維持該第三者系統及/或網絡，而該等技術、系統或網絡乃在提供電子服務時所使用的。
- 7.5 本人 / 吾等同意，無論是否由於第 7.3 或第 7.4 分條所述之事宜，倘本人 / 吾等因使用或試圖使用任何電子服務而產生任何形式之損失， 貴公司或 貴公司之董事、行政人員、僱員或代理人均毋須就任何性質之損失或損害，包括但不限於因中斷使用（包括但不限於因電子服務之維護或系統提升所引致之中斷）、遺失或損毀數據或損失利潤所造成之損失或損害，向本人 / 吾等負責。本人 / 吾等知悉本人 / 吾等就此對系統供應商、資訊供應商及第三者的索償，或會受制於他們就其所承擔的責任而施加的限制。
- 7.6 本人 / 吾等同意本人 / 吾等為唯一獲授權使用本協議下任何電子服務之使用者，本人 / 吾等將對交易密碼之保密及使用承擔責任。本人 / 吾等知悉及同意，所有利用交易密碼透過電子服務發出之指示，均由本人 / 吾等獨自/共同負責。
- 7.7 本人 / 吾等知悉電子服務及 貴公司之網頁及當中之軟件，均為 貴公司及/或其代理人及/或第三者專有的，本人 / 吾等保證及承諾本人 / 吾等不會和不會嘗試幹預、修改、破解編程、以反向編程破解或以其他方式更改、亦不會嘗試在未獲授權之情況下進入電子服務或 貴公司互聯網網站或當中軟件之任何部份。倘本人 / 吾等在任何時間違反此保證和承諾或 貴公司於任何時間合理懷疑本人 / 吾等已違反上述保證和承諾時，本人 / 吾等同意 貴公司有權毋須通知本人 / 吾等，即時結束帳戶；本人 / 吾等亦知悉 貴公司可對本人 / 吾等採取法律行動。本人 / 吾等承諾在獲悉任何其他人士正作出本分條所載任何上述行動時，即時通知 貴公司。
- 7.8 在本人 / 吾等收到 貴公司口頭或書面（以電子或印文本方式）之確認前，貴公司不會被視作已收受本人 / 吾等之指示又或已執行本人 / 吾等之指示。
- 7.9 本人 / 吾等進一步確認並同意，作為使用電子服務發出買賣指示之一項條件，倘發生下述事項，本人 / 吾等負有即時通知 貴公司之基本責任：(i) 本人 / 吾等已透過電子服務發出指示，但並無收到指示編號；(ii) 本人 / 吾等已透過電子服務發出指示，但並無收到有關指示或其已執行之準確確認（不論是以印文本，電子或口頭方式作出）；(iii) 本人 / 吾等收到一項本人 / 吾等並無發出指示之交易確認（不論是以印文本，電子或口頭方式作出）或任何類似衝突；(iv) 本人 / 吾等獲悉有未獲授權而使用本人 / 吾等之交易密碼之情況。
- 7.10 在任何情況下， 貴公司不須就本人 / 吾等因未有遵守上述第 7.9 分條之責任而承擔責任，且本人 / 吾等將就 貴公司及/或 貴公司代理人因上述事情而引致之任何性質之直接或間接損失或費用如數賠償 貴公司及/或 貴公司代理人。
- 7.11 本人 / 吾等知悉電子服務，由於無法預測之通訊阻塞問題及其他因素，不一定是一種可靠之通訊媒介，而該等不可靠因素並非 貴公司所能控制的。本人 / 吾等知悉，由於該等不可靠因素，在傳遞及接收指示及其他資訊時或會出現延誤，並因而可能導致在執行指示時會出現延誤及/或執行指示時之股價與發出指示時之股價出現差別。本人 / 吾等進一步確認及同意，任何通訊都有被誤解或存在錯誤之風險，本人 / 吾等將承擔一切有關之風險。
- 7.12 本人 / 吾等同意只根據本協議之條款使用任何 貴公司認為適合而不時提供之電子服務。



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## 7. Electronic Services and Related Risk Disclosure

- 7.1 I/We acknowledge that the Company offers me/us three ways of accessing the Account and to give Instruction: (i) electronically through certain medium (including without limitation the internet and mobile telephone) as from time to time made available by the Company (i.e. Electronic Services); (ii) verbally by telephone; and (iii) in writing.
- 7.2 Without prejudice to the generality of and in addition to the other provisions in this Agreement, I/we acknowledge and agree that the provisions in this clause 7 shall apply to any Electronic Services which the Company may provide from time to time as it considers appropriate.
- 7.3 I/We acknowledge that the Electronic Services are reliant on new technology, computer software and hardware, and other machinery. As with all facilities and systems, they are vulnerable to temporary disruption or failure. As a consequence, I/we understand and accept that I/we will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that my/our order is either not executed according to my/our instructions or is not executed at all. I/We also acknowledge and accept that there may be time lag in data transmission and that my/our orders may not necessarily be executed at the price indicated on the Internet or any other types of stock price quotation system.
- 7.4 I/We acknowledge that the Company may engage certain third parties (which may in turn engage other service providers or Information Providers), from time to time as the Company considers appropriate, for the provision of facilities to enable me/us to use the Electronic Services. I/We further acknowledge that to the extent that the Company engage such third parties, the Company has not placed any involvement in the creation of technology or in the creation and/or maintenance of the third party systems and/or networks used in the provision of the Electronic Services.
- 7.5 I/We agree that, whether as a consequence of the matters referred to in sub-clauses 7.3 and 7.4 or not, in the event that there shall be any form of loss accruing to me/us resulting from the use or attempted use of any of the Electronic Services, neither the Company nor its directors, officers, servants or Agents shall be liable to me/us in any respect for any losses or damages of whatever nature including, without limitation, those losses or damages resulting from interruption of use (including, without limitation, any interruption due to the maintenance or upgrade of any Electronic Service), loss or corruption of data or loss of profits. I/We also acknowledge that my/our ability to recover certain losses from other parties such as the system providers and Information Provider may be subject to limits on liability imposed by such parties.
- 7.6 I/We agree that I/we shall be the only authorized user(s) of any Electronic Services under this Agreement. I/We shall be responsible for the confidentiality and use of the Access Codes. I/We acknowledge and agree that I/we shall be solely/jointly responsible for all Instructions entered through the Electronic Services using the Access Codes.
- 7.7 I/We acknowledge that the Electronic Services and the Web site of the Company, and the software comprised in them, are proprietary to the Company and/or its Agents and/or third parties. I/We warrant and undertake that I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Services or the Web site of the Company or any of the software comprised in them. I/We agree that the Company shall be entitled to close the Account immediately without notice to me/us, and I/we acknowledge that the Company may take legal action against me/us, if I/we at any time breach this warranty and undertaking or if the Company at any time reasonably suspects that I/we have breached the same. I/We undertake to notify the Company immediately if I/we become aware that any of the actions described above in this sub-clause is being perpetrated by any other person.
- 7.8 The Company will not be deemed to have received my/our Instructions or have executed my/our Instructions until I am/we are in receipt of the Company's verbal or written confirmation thereof, either electronically or by hard copy.
- 7.9 I/We further acknowledge and agree that, as a condition of using any of the Electronic Services to give Instructions, I/we are primarily responsible to immediately notify the Company upon occurrence if: (i) an Instruction has been placed through the Electronic Services and I/we have not received an Instruction number; (ii) an Instruction has been placed through the Electronic Services and I/we have not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means); (iii) I/we have received acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which I/we did not instruct or any similar conflict; or (iv) I/we become aware of any unauthorized use of my/our Access Codes.
- 7.10 In any event, the Company shall not be liable for my/our failure in observing the aforesaid obligations in sub-clause 7.9 and I/we shall fully indemnify the Company and/or its Agents in respect of any direct or indirect loss or cost of whatsoever nature that the Company and/or Agents may suffer or incur as a result thereof.
- 7.11 I/We acknowledge that the Electronic Services, due to unpredictable traffic congestion and other reasons, may not be a reliable medium of communication and that such unreliability is beyond the control of the Company. I/We acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. I/We further acknowledge and agree that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us.
- 7.12 I/We agree to use any Electronic Services, which the Company may from time to time provide as it considers appropriate, only in accordance with the terms of this Agreement.