

# INTERNET TRADING TERMS AND CONDITIONS

## 互聯網交易條款與細則

Important: These terms and conditions (the "Terms and Conditions") are in addition to, and must be read in conjunction with, all terms and conditions stated in the account opening form for the opening of all of the Client's futures trading accounts with UOB Kay Hian Futures (Hong Kong) Limited ("UOBKH"), and all other terms and conditions as UOBKH may prescribe from time to time.

In case of discrepancy between client agreement and these Terms and Condition, the later will prevail.

### 1 Internet Trading System

1.1 The Client agrees that for the purpose of trading in futures / options through the Internet, the Client shall access and use the system provided by UOBKH and/or any other relevant party, at the website designated by UOBKH (hereinafter known as "UOBKH Internet Trading Service"). The Client shall be issued with a unique user identification code ("User ID") and unique password ("Password") by UOBKH or such other form of approved user identification ("ID") as to provide the Client access to, and use of, the UOB Kay Hian Internet Trading Service for the purpose of trading in futures / options for the Client's account. The Client shall be the sole authorised and exclusive person using the User ID, ID and/or Password (as the case may be) and shall be fully responsible for the use, protection and confidentiality of the User ID, ID and/or Password as well as all transactions executed through the User ID, ID and/or Password. If the Client (or any person) attempts to access the UOBKH Internet Trading Service using an incorrect User ID, ID and/or Password (whether once or within such number of attempts as UOBKH may decide from time to time) UOBKH shall be entitled (but shall not be obliged) to refuse access to and use of the UOBKH Internet Trading Service and take such steps as UOBKH may deem appropriate (including but not limited to the termination of all access to the UOBKH using that User ID, ID and/or Password (as the case may be)). The Client shall on becoming aware of any unauthorised access of the UOBKH Internet Trading Service or loss or theft of the User ID, ID and/or Password forthwith notify UOBKH and provide such particulars as UOBKH may reasonably require and, until actual receipt of such information and particulars by UOBKH(HK)L, all losses arising from any unauthorised access of the UOBKH Internet Trading Service or theft of the User ID, ID and/or Passwords shall be borne solely by the Client. The Client shall safekeep and preserve the secrecy of his User ID, ID and/or Password and, failing which, shall indemnify UOBKH from and against any loss, cost (including legal costs on a full indemnity basis), expense and damage that UOBKH may suffer as a consequence of any unauthorised access and use of the UOBKH Internet Trading Service via his User ID, ID and/or Password. For the avoidance of doubt, UOBKH shall not be liable for any loss, cost, expense or damage arising from any unauthorised access of the UOBKH Internet Trading Service or theft of the User ID, ID and/or Password.

1.2 Any use of the UOBKH Internet Trading Service by the Client shall be in accordance with and subject to these Terms and Conditions. UOBKH hereby reserves the right to amend, vary and/or modify, from time to time and at its sole and absolute discretion, the provisions of these Terms and Conditions and to modify, add to, suspend or terminate the operation of the UOBKH Internet Trading Service (in whole or in part) or the services (in whole or in part) for the time being provided in, through or together with the UOBKH Internet Trading Service at any time for any reason whatsoever and in any manner as it may deem fit without giving any prior notice thereof to the Client and without being liable for any loss, cost, expense or damage whatsoever resulting there from.

1.3 UOBKH further reserves the right to suspend, modify or terminate the Client's access to and use of the UOBKH Internet Trading Service (in whole or in part) and/or impose such conditions or directions in relation thereto from time to time and at its sole and absolute discretion as it may deem fit without giving any reasons or prior notice to the Client and without being liable in any way for any loss or damage whatsoever resulting there from. The Client accepts that its access to and use of the UOBKH Internet Trading Service will not necessarily be free from faults, errors, delays or defects in its design, engineering and/or operation. For the avoidance of doubt, the trading in futures / options through the UOBKH Internet Trading Service shall be subject to:-

(a) such conditions, requirements, trading limits or other restrictions as may be imposed by UOBKH from time to time and whether or not prior notification thereof has been given to the Client; and

(b) codes and guidelines issued by Securities and Futures Commission of Hong Kong ("HKSF") or any other relevant legislations or elsewhere for the time being in force and as may be modified or amended from time to time.

1.4 The Client shall use the UOBKH Internet Trading Service strictly in accordance with these Terms and Conditions. The Client shall not, and shall not in any way permit, enable, suffer or cause any person or entity, to:-

(a) gain unauthorised access to or use of the UOBKH Internet Trading Service;

(b) make any modifications, adjustments or alterations to any information or services available on the UOBKH Internet Trading Service;

重要事項：本條款與細則（「本條款與細則」）是附加於該客戶在大華繼顯期貨（香港）有限公司（「大華繼顯」）開立的所有期貨交易賬戶的開戶表格所述明的所有條款及細則及大華繼顯不時訂明的所有其他條款及細則，並須與上述各項條款及細則一併理解。

如客戶協議與本條款與細則有任何衝突，以後者之條款為準。

### 1 互聯網交易系統

1.1 該客戶同意，為通過互聯網進行期貨/期權交易，該客戶須在大華繼顯指定的網站接達及使用大華繼顯及/或任何其他有關人士提供的系統（以下稱為「大華繼顯互聯網交易服務」）。該客戶將獲大華繼顯發出獨一無二的使用者識別碼（「使用者識別碼」）及獨一無二的密碼（「密碼」）或其他形式的核准使用者識別（「識別」），藉此讓該客戶可接達及使用大華繼顯互聯網交易服務，從而以該客戶的賬戶進行期貨/期權交易。該客戶應為唯一授權可專有使用使用者識別碼、識別及/或密碼（視乎情況而定）的人，並為使用者識別碼、識別及/或密碼的使用、保護及保密，以及通過使用者識別碼、識別及/或密碼執行的各項交易負全責。若該客戶（或任何人）嘗試使用不正確使用者識別碼、識別及/或密碼（不論一經使用或在在大華繼顯不時決定的嘗試之數內亦然）接達大華繼顯互聯網交易服務，則大華繼顯有權（但並無義務）拒絕接達及使用大華繼顯互聯網交易服務，並採取大華繼顯認為適當的步驟（包括（但不限於）終止以該使用者識別碼、識別及/或密碼（視乎情況而定）接達大華繼顯）。該客戶在得悉任何未經許可接達大華繼顯互聯網交易服務或使用使用者識別碼、識別及/或密碼遺失或被竊，須即時通知大華繼顯，並提供大華繼顯合理要求的詳情，而於大華繼顯實際收到有關資料及詳情之前，因任何未經許可接達大華繼顯互聯網交易服務或使用使用者識別碼、識別及/或密碼遺失或被竊而產生的一切損失，概由該客戶獨自承擔。該客戶須穩妥保管及保存其使用者識別碼、識別及/或密碼，並須為其保密；否則，須就通過該客戶的使用者識別碼、識別及/或密碼未經許可接達及使用大華繼顯互聯網交易服務引致大華繼顯蒙受的任何損失、費用（包括按完全彌償基準計算的法律費用）、支出及損害而向大華繼顯作出彌償。為免存疑，對於任何未經許可接達大華繼顯互聯網交易服務或使用使用者識別碼、識別及/或密碼被竊所產生的任何損失、費用、支出或損害，大華繼顯概不承擔責任。

1.2 如該客戶使用大華繼顯互聯網交易服務，須按照及遵照本條款與細則進行。大華繼顯特此保留權利，可不時全權及絕對酌情決定，於其認為合適的時間，基於任何大華繼顯認為合適的理由及按其認為合適的方式修訂、變更及/或修改本條款與細則的條文，並可修改、增訂、暫停或終止大華繼顯互聯網交易服務的（全部或部份）運作，或當時通過或連同大華繼顯互聯網交易服務提供的（全部或部份）服務，毋須事先通知該客戶，亦毋須為因而產生的任何損失、費用、支出或損害承擔任何責任。

1.3 大華繼顯進一步保留暫停、修改或終止（全部或部份）大華繼顯互聯網交易服務的該客戶接達及使用權利及/或可全權及絕對酌情決定訂定其認為合適的條款或指示的權利，毋須向該客戶提出任何理由或事先通知該客戶，亦毋須以任何方式為因而產生的任何損失或損害承擔任何責任。該客戶接受其大華繼顯互聯網交易服務的接達及使用不一定不含故障、錯誤、延誤或設計、工程及/或運作欠妥之處。為免存疑，通過大華繼顯互聯網交易服務進行的期貨/期權交易，須受以下各項規限：

(a) 大華繼顯不時訂定的條款、規定、交易限額或其他限制，不論有否事先通知該客戶亦然；及

(b) 香港證券及期貨事務監察委員會（「香港證監會」）發出的守則及指引或任何其他當時有效並經不時修改或修訂的有關法例或其他規定。

1.4 該客戶須嚴格按照本條款與細則使用大華繼顯互聯網交易服務。該客戶不得及不可以任何方式准許、容讓、容受或安排任何人士或實體：

(a) 未經許可接達或使用大華繼顯互聯網交易服務；

(b) 修改、調整或改動大華繼顯互聯網交易服務提供的任何資料或服務；

- (c) tamper, restrict or otherwise interfere in any way whatsoever with any part, function or operation of the UOBKH Internet Trading Service;
- (d) use the User ID, ID and/or Password or any equipment/software in a manner which is inconsistent with these Terms and Conditions or detrimental to the functioning or operation of the UOBKH Internet Trading Service;
- (e) access, use, store, modify or redistribute in any manner inconsistent with these Terms and Conditions the information, materials or data obtained from the UOBKH Internet Trading Service whether through any other system equipment or software linked to the Client or otherwise; or
- (f) cause any failure, interruption, error, defect in, misuse of, impairment or corruption of any part of the UOBKH Internet Trading Service or any information or services provided therein.
- 1.5 The Client shall be liable for and shall fully indemnify UOBKH from and against any and all actions, charges, losses, damages, demands, liability, claims, costs (including legal costs on a full indemnity basis), expenses and/or consequences howsoever arising in respect of or in connection with any breach of the Client's obligations under clause 1.4 above.
- 1.6 If in the sole opinion of UOBKH, any failure, interruption, error, defect in, misuse of, impairment or corruption of the UOBKH Internet Trading Service is or has been or is likely to be caused by any equipment or software of the Client, UOBKH may:-
- (a) check and inspect the Client's equipment and software; and
- (b) require the Client to disconnect, cease the use of, upgrade and/or modify the same at the Client's own cost.
- 1.7 The Client recognizes that the use of the UOBKH Internet Trading Service may involve the electronic transmission of information that may be considered personal financial information, including but not limited to the identity, the number of shares traded and the net price for such shares. The Client hereby consents to the transmission by electronic means of such information through the UOBKH Internet Trading Service; such consent shall be effective at all times that the Client accesses and/or uses the UOBKH Internet Trading Service.
- 2 Risks**
- 2.1 The Client acknowledges and understands that the UOBKH Internet Trading Service is a communication tool made available by UOBKH to the Client at the Client's request to facilitate the communication between the Client and UOBKH via the Internet. The Client also acknowledges that there are security, confidentiality and other risks in the use of the UOBKH Internet Trading Service and the Internet which may be beyond the reasonable control of UOBKH and that, by electing to use and communicate through the UOBKH Internet Trading Service and the Internet, the Client accepts that all communications between the Client and UOBKH are made at the sole risk of the Client.
- 2.2 The Client agrees and accepts that prices of futures / options quoted on the UOBKH Internet Trading Service may change at any time and from time to time depending on the actual market conditions and accordingly, the Client's orders in respect of dealings in futures / options may not be executed or matched at the same prices as the prices then quoted on the UOBKH Internet Trading Service at the time of the issuance of any such orders.
- 2.3 The Client acknowledges and accepts that the execution or matching of his orders in respect of dealings in futures / options is dependent on the prevailing market conditions and that UOBKH accordingly does not and cannot represent nor warrant that any such orders transmitted through the UOBKH Internet Trading Service will be executed or matched on an immediate or timely basis.
- 2.4 UOBKH may from time to time provide Internet hyperlinks in the UOBKH Internet Trading Service to Internet web pages or services provided by third parties. UOBKH may also from time to time permit third parties to make available their services to the Client through the UOBKH Internet Trading Service. The Client hereby acknowledges that such web pages or services provided by third parties are beyond the control of UOBKH and that UOBKH neither endorses nor recommends to the Client any such web pages or services and accordingly, the Client agrees that any access or use of such websites or services by the Client shall be wholly at the Client's own risk.
- 3 Instructions, Verifications, Acknowledgements and Notifications**
- 3.1 The Client hereby authorises UOBKH to rely and act on, and treat as fully authorised by and binding upon the Client, all orders, instructions and communications received by UOBKH through the UOBKH Internet Trading Service by UOBKH under or using the Client's User ID, ID and/or Password (hereinafter referred to as "Instructions").
- 3.2 All Instructions shall be deemed to have been given or made at the time and in the format received by UOBKH, and may be carried out by UOBKH without further verification with the Client. UOBKH shall be entitled (regardless of the circumstances prevailing at the relevant time and without further enquiry by UOBKH as to the genuineness of Instructions and/or the authority or identity of the person giving the same) to regard all such Instructions as valid instructions given by the Client notwithstanding that it may have been given by a third party with or without the Client's consent and/or authority. If any Instruction received by UOBKH is, or is regarded by UOBKH in good faith to be, ambiguous, contradictory or conflicting, UOBKH may either disregard such Instruction (in whole or in part) or carry out or execute such Instruction (in whole or in part) in accordance to UOBKH's interpretation of such Instruction in good faith without further reference or consultation with the Client.
- 3.3 UOBKH shall be under no obligation whatsoever to effect any Instructions and shall be
- (c)以任何方式擅改、限制或以其他方式干擾大華繼顯互聯網交易服務的任何部份、功能或運作；
- (d)按與本條款與細則不相符或危害大華繼顯互聯網交易服務的功能或運作的方式使用使用者識別碼、識別及／或密碼或任何設備／軟件；
- (e)按與本條款與細則不相符的方式接達、使用、儲存、修改或重新分配從大華繼顯互聯網交易服務取得的資料、材料或數據，不論通過連結至該客戶的任何其他系統設備或軟件或其他方式亦然；或
- (f)引致大華繼顯互聯網交易服務或其提供的任何資料或服務產生任何故障、中斷、錯誤、欠妥或不當使用、損害或訛誤。
- 1.5 該客戶須就違反上文第 1.4 條所載該客戶義務而產生或有關的一切訴訟、收費、損失、損害、要求、責任、申索、費用（包括按完全彌償基準計算的法律費用）、支出及／或後果承擔責任，並須就此而向大華繼顯作出悉數彌償。
- 1.6 若大華繼顯全權認為大華繼顯互聯網交易服務的任何故障、中斷、錯誤、欠妥或不當使用、損害或訛誤屬於或可能因該客戶的任何設備或軟件所致，則大華繼顯可：
- (a) 查核及檢查該客戶的設備及軟件；及
- (b) 要求該客戶自費切斷、停止使用、升級及／或修改上述各項。
- 1.7 該客戶承認使用大華繼顯互聯網交易服務可能涉及可當作個人財務資料的電子資料傳輸，包括（但不限於）身份、成交股份數目及有關股份的價格淨額。該客戶特此同意通過大華繼顯互聯網交易服務以電子方式傳輸有關資料；在該客戶接達及／或使用大華繼顯互聯網交易服務期間，有關同意在任何時間均屬有效。
- 2 風險**
- 2.1 該客戶確認及明白，大華繼顯互聯網交易服務是一項大華繼顯應該客戶要求提供予該客戶的通訊工具，藉此方便該客戶通過互聯網與大華繼顯通訊。該客戶亦確認，使用大華繼顯互聯網交易服務及互聯網存在大華繼顯合理控制範圍以外的保安、保密及其他風險；如選擇使用大華繼顯互聯網交易服務及互聯網及通過大華繼顯互聯網交易服務及互聯網進行通訊，該客戶接受，該客戶與大華繼顯之間一切通訊的有關風險，均全由該客戶承擔。
- 2.2 該客戶同意及接受，大華繼顯互聯網交易服務所報出的期貨／期權價格，可隨時及不時隨市場實際情況變更；因此，該客戶的期貨／期權交易指示，可能不能按照發出有關指示時大華繼顯互聯網交易服務當時所報出的價格執行或對盤。
- 2.3 該客戶確認及接受其期貨／期權交易指示的執行或對盤，將會視乎市場現況而定，而大華繼顯因而並不及不能陳述或保證通過大華繼顯互聯網交易服務傳輸的任何有關指示將會立即或適時執行或對盤。
- 2.4 大華繼顯可於大華繼顯互聯網交易服務不時提供連結至第三方所提供互聯網網頁或服務的互聯網超連結。大華繼顯亦可不時准許第三方通過大華繼顯互聯網交易服務向該客戶提供該第三方的服務。該客戶特此確認，第三方提供的有關網頁或服務，均在大華繼顯的控制範圍之外，而大華繼顯概不認同或向該客戶推薦任何有關網頁或服務；因此，該客戶同意，如該客戶接達或使用任何有關網頁或服務，則全部風險概由該客戶自行承擔。
- 3 指示、核證、認收及通知**
- 3.1 該客戶特此授權大華繼顯依據該客戶根據或使用其使用者識別碼、識別及／或密碼〔發出〕而大華繼顯通過其提供的大華繼顯互聯網交易服務收訖的一切指令、指示及通訊（以下稱為「指示」）行事，可將有關指示當作經由該客戶正式授權處理，並對該客戶具約束力。
- 3.2 一切指示均當作於大華繼顯收到指示時發出或作出，亦與大華繼顯所收到指示的格式相同，大華繼顯亦可執行有關指示，毋須與該客戶進一步核實有關指示。大華繼顯有權（不論有關時間當時的情況，而大華繼顯亦毋須進一步查詢指示及／或發出指示的人的授權或身份的真偽）將一切有關指示當作該客戶發出的有效指示處理，即使指示由第三方在獲得或未得該客戶同意及／或授權的情況下發出亦然。如大華繼顯所收到指示屬於或被大華繼顯真誠認為屬於含糊不清、互相矛盾或有所衝突，則大華繼顯可不理會（全部或部份）有關指示或按照大華繼顯以真誠方式對有關指示所作出的解釋執行（全部或部份）有關指示，毋須進一步查詢或諮詢該客戶。
- 3.3 大華繼顯並無責任執行任何指示，亦有權拒絕執行任何指

	entitled to refuse to carry out the same without giving any reasons for such refusal and without incurring any liability whatsoever. Further, UOBKH shall not be responsible for any Instruction not being executed through the UOBKH Internet Trading Service for any reasons whatsoever.		示，毋須為拒絕指示而提出任何理由，亦毋須產生任何責任。此外，對於由於任何原因並無通過大華繼顯互聯網交易服務執行任何指示，大華繼顯概不負責。
3.4	Subject to the provisions of this clause 3, all transactions executed or done by UOBKH in accordance with any Instruction shall be binding on the Client.	3.4	在不抵觸此第 3 條的規定的情況下，大華繼顯按照任何指示執行或作出的一切交易，對該客戶均具約束力。
3.5	UOBKH hereby reserves the right to deactivate or revoke the Client's access to and use of the UOBKH Internet Trading Service if it suspects that the Instructions issued using the Client's User ID, ID and/or Password are or have not been duly authorised by the Client. In such event, UOBKH may require the Client to re-apply for a new User ID, ID and/or Password.	3.5	大華繼顯特此保留權利，如大華繼顯懷疑使用該客戶的使用者識別碼、識別及／或密碼發出的指示並未經該客戶妥為許可，則大華繼顯可停止或撤銷該客戶接達及使用大華繼顯互聯網交易服務的權利。在有關的情況下，大華繼顯可要求客戶重新申請新的使用者識別碼、識別及／或密碼。
3.6	Any acknowledgement or notification issued or published by UOBKH via the UOBKH Internet Trading Service shall be deemed to have been received by the Client when the same was issued or published by UOBKH and the Client shall be bound thereby notwithstanding that such acknowledgement or notification may not have actually been received by the Client for any reasons whatsoever.	3.6	凡大華繼顯通過大華繼顯互聯網交易服務發出或刊發的認收書或通知，應於大華繼顯發出或刊發之時當作該客戶收訖處理，而該客戶須因而受其約束，即使由於任何原因該客戶並未實際收訖有關認收書或通知亦然。
4	<b>Countermand of Client's Instructions</b>	4	<b>取消該客戶的指示</b>
4.1	Subject to clause 4.2 below, all Instructions transmitted to UOBKH through the UOBKH Internet Trading Service shall be irrevocable and UOBKH shall be entitled to act on such Instructions (in whole or in part) in accordance with these Terms and Conditions notwithstanding UOBKH's receipt of any request by the Client to cancel or amend such Instructions. For the avoidance of doubt, UOBKH shall not be taken to have received or to have notice of any request for cancellation or amendment of Instructions from the Client until UOBKH communicates its receipt of the same to the Client.	4.1	在不抵觸下文第 4.2 條的情況下，凡通過大華繼顯互聯網交易服務傳輸予大華繼顯的指示，均不可撤銷，而大華繼顯有權按照本條款與細則的規定依照（全部或部份）有關指示行事，即使大華繼顯收訖該客戶取消或修訂有關指示的要求亦然。為免存疑，在大華繼顯向該客戶傳達收訖有關要求之前，不得當作大華繼顯收訖或得知任何該客戶發出取消或修訂指示的要求。
4.2	Upon receipt by UOBKH of any request to cancel or amend any Instruction, UOBKH may, but shall not be obliged to, cancel or amend any Instruction after the Instruction has been transmitted to UOBKH. UOBKH shall use all reasonable efforts to act on the Client's request for the cancellation or amendment prior to UOBKH's execution of such Instructions, but UOBKH shall have no liability whatsoever if such cancellation or amendment is not effected. In the event that UOBKH cancels or amends, or attempts to cancel or amend, any Instructions at the Client's request, the Client shall be liable to pay any and all costs and expenses that may be incurred by UOBKH. For the avoidance of doubt, the Client shall be bound by the execution for him by UOBKH of any Instruction (whether in whole or in part) if and to the extent that such Instruction (or any part thereof) was not cancelled or amended by UOBKH for the Client pursuant to the Client's request.	4.2	於大華繼顯收到任何取消或修訂指示的要求後，大華繼顯可（但並無義務）於有關指示傳輸至大華繼顯後取消或修訂有關指示。大華繼顯須盡合理的努力於大華繼顯執行有關指示前按該客戶的取消或修訂要求行事，但如大華繼顯並無完成有關取消或修訂指示，則大華繼顯概不承擔任何責任。若大華繼顯應該客戶要求取消或修訂或嘗試取消或修訂任何指示，該客戶須負責繳付大華繼顯所產生的任何及所有費用及支出。為免存疑，若大華繼顯並無根據該客戶的要求代表該客戶取消或修訂有關指示（或其任何部份），則該客戶須受大華繼顯代表該客戶執行的任何指示（不論全部或部份）約束。
5	<b>Commission, Fees and Right of Debit</b>	5	<b>佣金、收費及支款權利</b>
5.1	The Client agrees that UOBKH may, and is hereby authorised to, effect any payment to or from the Client's account pursuant to or in connection with any Instruction.	5.1	該客戶同意，大華繼顯可（並特此獲授權）根據或基於任何指示將款項存入該客戶的賬戶或以該客戶的賬戶支付款項。
5.2	The Client shall pay UOBKH such subscription fees and other costs, charges, expenses and interest for the use of the UOBKH Internet Trading Service at such rate as may be determined by UOBKH from time to time and notified to the Client. UOBKH further reserves the right to recover from the Client any additional, special or out-of-pocket expenses incurred on the Client's behalf pursuant to any Instructions.	5.2	該客戶須為使用大華繼顯互聯網交易服務而按大華繼顯不時釐定並通知該客戶的收費率向大華繼顯繳付服務費及其他費用、收費、支出及利息。大華繼顯進一步保留向該客戶追收根據任何指示代表該客戶產生的任何額外、特別或現付支出的權利。
5.3	All other agreements between the Client and UOBKH for the payment of fees, costs, charges, expenses and interest shall continue to be in force and shall be in addition to and shall not be affected by these Terms and Conditions for the payment of fees, costs, charges, expenses and interest in connection with the UOBKH Internet Trading Service.	5.3	該客戶與大華繼顯所訂立關於付費、費用、收費、支出及利息的其他繳款協議，將會繼續有效，並附加於本條款與細則關於大華繼顯互聯網交易服務有關收費、費用、付費、支出及利息的規定，並不受有關規定影響。
5.4	All fees, costs, charges, expenses and interest payable to UOBKH pursuant to these Terms and Conditions shall be made in the currency specified by UOBKH in each case.	5.4	根據本條款與細則應付予大華繼顯的收費、費用、付費、支出及利息，均須按照大華繼顯在每種情況下指定的貨幣繳付。
5.5	At all times, the Client must ensure that he has sufficient funds to fulfil any and all payment obligations when due. Similarly, the Client at all times must ensure that he has sufficient shares in this futures account for delivery when due.	5.5	該客戶在任何時間均必須確保其備有充足資金，藉以履行任何及所有到期繳款義務。該客戶同樣須於任何時間必須確保本期貨賬戶備有充足股份，藉以到期進行交付。
6	<b>Limits</b>	6	<b>限額</b>
6.1	UOBKH hereby reserves the right at any time to set, vary or cancel the limits for any transaction type, facility, service and product that may be carried out or provided through the UOBKH Internet Trading Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.	6.1	大華繼顯特此保留權利，可於任何時間釐定、變更或取消任何可在大華繼顯互聯網交易服務進行或提供的交易類別、融資安排、服務及產品的限額（不論按金錢、數目或其他方式表示亦然），並可變更其各自次數及提供期間。
6.2	UOBKH may limit, cancel or suspend the UOBKH Internet Trading Service in whole or in part at any time without giving any reason or prior notice and without incurring any liability and may add to, withdraw or change the types of transactions that may be available or carried out through the UOBKH Internet Trading Service.	6.2	大華繼顯可隨時限制、取消或暫停全部或部份大華繼顯互聯網交易服務，毋須提出任何理由或事先通知，亦不會產生任何責任，亦可增訂、撤銷或更改通過大華繼顯互聯網交易服務可提供或進行的交易類別。
7	<b>New Services, Hardware and Software</b>	7	<b>新服務、硬件及軟件</b>
7.1	UOBKH may introduce new service(s) and/or new product(s) through the UOBKH Internet Trading Service at any time. By utilising such new service(s) and/or product(s) as and when such new service(s) and/or product(s) become available, the Client agrees to be bound by the terms and conditions as UOBKH may prescribe governing each such new service and/or product.	7.1	大華繼顯可隨時通過大華繼顯互聯網交易服務推出新服務及／或新產品。若於提供有關新服務及／或產品期間運用有關新服務及／或新產品，該客戶同意受大華繼顯為有關新服務及／或產品訂明的各項條款及細則約束。
7.2	If new or different versions of the web browser or other software necessary for the operation of the UOBKH Internet Trading Service are available, UOBKH reserves the right not to support any prior version of the web browser or other software. If the Client fails to upgrade the web browser, obtain a supported web browser or to use a supported version of any other software as required by the UOBKH, UOBKH may reject Instructions sent by that Client.	7.2	若大華繼顯互聯網交易服務運作所需的網上瀏覽器或其他軟件推出新版本或不同版本，大華繼顯保留不支援有關網上瀏覽器或其他軟件的先前版本的權利。若該客戶未有按大華繼顯的要求將有關網上瀏覽器升級，獲取獲支援的網上瀏覽器或使用任何其他軟件的支援版本，則大華繼顯可拒絕受理該客戶發出的指示。
7.3	UOBKH reserves the right to change the type or versions or specifications of any hardware or equipment that the Client may be required to use for the UOBKH Internet Trading Service, and in the event the Client fails to obtain the necessary hardware or equipment to use the	7.3	大華繼顯保留權利更改該客戶使用大華繼顯互聯網交易服務所需的任何硬件或設備的種類、版本或規格的權利。若該客戶未有使用大華繼顯互聯網交易服務所需的硬件或設備，則

	UOBKH Internet Trading Service, UOBKH may reject Instructions sent by that Client.		大華繼顯可拒絕受理該客戶發出的指示。
8	<b>Termination</b>	8	<b>終止</b>
8.1	Without prejudice to clause 1 above, this agreement with the Client under the Terms and Conditions may be terminated by UOBKH in its sole and absolute discretion without giving any reason at any time and without giving prior notice to the Client and without incurring any liability whatsoever. Without prejudice to the generality of the foregoing, UOBKH shall be entitled (but shall not be obliged) to terminate these Terms and Conditions based on any grounds or reasons which will justify the termination or closing of any of the Client's accounts with UOBKH. For the avoidance of doubt, the Client may only terminate these Terms and Conditions upon giving fourteen (14) days' prior notice in writing to UOBKH.	8.1	在不損害上文第 1 條的情況下，根據本條款與細則與該客戶訂立的本協議，可由大華繼顯隨時全權及絕對酌情決定終止，毋須提出任何理由，亦毋須事先通知該客戶，亦毋須產生任何責任。在不損害前文所載的一般原則下，大華繼顯有權（但並無義務）根據任何可支持終止或結束該客戶在大華繼顯開立的任何賬戶的理據或理由終止本條款與細則。為免存疑，該客戶只可向大華繼顯發出十四(14)天事先書面通知，從而終止本條款與細則。
9	<b>Disclosure of Information</b>	9	<b>資料披露</b>
9.1	The Client agrees that UOBKH may without incurring any liability whatsoever, divulge or reveal to third parties any information whatsoever regarding the Client or any of the Client's account(s) maintained with UOBKH for such purposes as UOBKH may deem fit, including:	9.1	該客戶同意，大華繼顯可基於其認為合適之目的向第三方透露或揭露任何與該客戶或在大華繼顯維持的任何該客戶賬戶有關的資料，而不會因而產生任何責任，有關目的包括如下：
	(a) in order to link any of the Client's accounts maintained with UOBKH;		(a) 與在大華繼顯維持的任何該客戶的賬戶連繫；
	(b) where UOBKH has entered into an agreement with another party, whether in Hong Kong or otherwise, to provide any service (including services available via UOBKH Internet Trading Service). In this case, UOBKH will provide that party with information about the Client's accounts, transactions, transfers or bill payments, and the Client's communications with UOBKH in order to carry out Instructions;		(b) 大華繼顯與其他人士在香港或其他地方訂立協議，藉以提供任何服務（包括通過大華繼顯互聯網交易服務提供的服務）。在此情況下，大華繼顯將會向有關人士提供與該客戶的賬戶、交易、轉讓或賬款繳付有關的資料及該客戶為執行各指示而與大華繼顯進行的通訊；
	(c) where it is necessary for completing transactions, transfers or bill payments or otherwise carrying out Instructions;		(c) 完成交易、轉讓、賬款繳付或以其他方式執行各項指示所需者；
	(d) in order to market or promote any services or products of UOBKH;		(d) 推銷或推廣大華繼顯的任何服務或產品；
	(e) in order to verify the existence and conditions of an account for a third party, a payee, or any holder of a check issued by the Client or on the Client's behalf through UOBKH Internet Trading Service; or		(e) 為第三方或通過大華繼顯互聯網交易服務經該客戶或代表該客戶開出支票的收款人或持有人核實賬戶的存在及狀況；或
	(f) in order to comply with laws, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.		(f) 遵行法例、法庭命令、傳召出庭令或其他法律程序文件，或向任何具有法定權限要求資料的政府機構或官員提供有關資料。
9.2	For the avoidance of doubt, the Client agrees that UOBKH shall not be liable for any loss or damage that the Client may incur as a result of the negligence, act or omission of any third party referred to in the clause 9.1 above.	9.2	為免存疑，該客戶同意，對於該客戶因上述第 9.1 條提述的任何第三方的疏忽、作為或不作為而產生的任何損失或損害，大華繼顯概不承擔任何責任。
10	<b>Notification By Client</b>	10	<b>該客戶所作出之通知</b>
10.1	The Client shall promptly notify UOBKH and in any event within forty-eight (48) hours:-	10.1	如有以下情況，該客戶須即時（在任何情況下均須於四十八(48)小時內）通知大華繼顯：
	(a) of any failure to receive an appropriate response that an Instruction initiated by the Client through the UOBKH Internet Trading Service has been received and/or executed;		(a) 並無收到對該客戶通過大華繼顯互聯網交易服務所發出指示回覆已獲收到及／或執行的適當回覆；
	(b) of any receipt of a confirmation of an Instruction that the Client did not place or an inaccurate or conflicting report, account statement or information relating to the Client's account;		(b) 收到並非該客戶所發出指示的確認書，或與該客戶的賬戶有關的不確或有所衝突的報告、賬戶結單或資料；
	(c) of any discrepancy between any information or report produced or made available to the Client by the UOBKH Internet Trading Service on any medium (including but not limited to electronic means), or in the Client's portfolio, or an information source, and any other such report or confirmation of a trade or order;		(c) 大華繼顯互聯網交易服務以任何媒體（包括（但不限於）電子媒體）提供予該客戶的任何資料或報告或該客戶的投資組合或資料來源編製與交易或指示的任何其他報告或確認書之間有任何差異；
	(d) if there is a discrepancy in the account balance, futures and options positions or order status reported to the Client through the UOBKH Internet Trading Service;		(d) 通過大華繼顯互聯網交易服務向該客戶匯報的賬戶結餘、期貨及期權持倉或買賣盤的現況存有差異；
	(e) (without prejudice to clause 1.1) if there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Client's UOBKH Internet Trading Service account.		(e)（在不損害第 1.1 條的情況下）存在與該客戶的大華繼顯互聯網交易服務賬戶有關的任何其他種類差異或發生可疑或原因不詳的事故。
11	<b>Investment Information and Intellectual Property</b>	11	<b>投資資料與知識產權</b>
11.1	UOBKH shall not be responsible in any way whatsoever for the content, accuracy, timeliness or completeness of any information, data or other services provided through the UOBKH Internet Trading Service.	11.1	對於通過大華繼顯互聯網交易服務所提供任何資料、數據或其他服務的內涵、準確性、是否適時或完整性，大華繼顯概不以任何方式負責。
11.2	UOBKH shall further not be responsible in the event that the Client is unable to access or use any information, data or other services available on the UOBKH Internet Trading Service, or if the same is in any manner delayed, suspended, terminated, corrupted or faulty in any way whatsoever.	11.2	若該客戶不能接達或使用大華繼顯互聯網交易服務提供的任何資料、數據或其他服務，或上述各項以任何方式受到延誤、暫停、終止、有所訛誤或錯誤，大華繼顯亦概不負責。
11.3	The Client shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any of the information, data or other services provided by UOBKH via the UOBKH Internet Trading Service in any manner without the prior written consent of UOBKH, or use the same for any unlawful or unauthorised purposes. The Client hereby agrees to comply with any request by UOBKH to protect its copyrights, other intellectual property rights or moral rights, whether statutory or otherwise howsoever arising in the information, data or other services provided by UOBKH.	11.3	如未事先獲得大華繼顯書面同意，該客戶不得以任何方式複製、再傳輸、傳佈、出售、派發、刊印、廣播、流傳或商業上利用大華繼顯通過大華繼顯互聯網交易服務提供的任何資料、數據或其他服務，亦不得使用有關資料、數據或其他服務作為任何違法或未經許可用途。該客戶特此同意遵行大華繼顯的任何要求，藉以保障大華繼顯所提供資料、數據或其他服務的版權、其他知識產權權利或精神權利（不論法定或

- 11.4 The trade and service marks of UOBKH displayed on the UOBKH web site are the sole and exclusive property of UOBKH and/or other relevant third parties. No right or licence is given for any reproduction or use of any such trade and service marks.
- 12 **No Reliance on Information**
- 12.1 The information provided on the UOBKH Internet Trading Service does not constitute professional advice from UOBKH nor should it be relied upon as such in relation to any investment decision, trading activities or orders placed by the Client who shall, at all times, rely on his own assessment and judgment in respect of any investment decision or proposed transaction. UOBKH makes no warranty or representation, expressed or implied, as to the information on the UOBKH Internet Trading Service, or as to its content, accuracy, completeness, timeliness or otherwise. The availability of information on the UOBKH Internet Trading Service should not be taken in any way as an inducement to trade or a solicitation for orders.
- 12.2 The Client understands that each participating futures exchange or association asserts a proprietary interest in all of the market data (including without limitation real-time quotes) which it furnishes to the parties that disseminate such data. The Client also understands that neither any participating futures exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, or completeness of such market data or any other market information, or messages disseminated by any party. For the avoidance of doubt, UOBKH shall not be liable in any way for, and the Client agrees to indemnify and hold harmless UOBKH from and against, any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature ("Losses") arising from or occasioned by or in relation to (a) any inaccuracy, error, or delay in, or omission of, (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information, or message, or (b) any Losses arising from or occasioned by or in relation to (i) any such inaccuracy, error, delay, or omission, (ii) the non-performance of, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by any disseminating party or to any "force majeure" event (i.e. events beyond the reasonable control of any disseminating party including but not limited to floods, extraordinary weather conditions, earthquakes, or other acts of God, fire, war, acts of terrorism, insurrections, riots, labor disputes, accidents, actions of government, communications, power failures, the malfunction of any equipment or software) or any other cause beyond the reasonable control of any disseminating party. The Client understands and agrees that the Terms and Conditions may be enforced directly against the Client by the futures exchanges and associations providing market data to the Client.
- 13 **Exclusion of Liability**
- 13.1 Without prejudice to the generality of the other clauses in the Terms and Conditions and in addition to the same, UOBKH shall not be liable to the Client or to any third party for any actions, losses, damages, demands, liability, claims, costs, charges or other expenses whatsoever and howsoever caused or arising from the following (including but not limited to any act, default or omission of UOBKH, its agents or independent contractors): -
- (a) the reliance or use of the information or trading and other services provided through the UOBKH Internet Trading Service;
- (b) any interruption, interference, delay, suspension, malfunction, breakdown, operator error, bugs, virus or loss of use of any of the services provided through the UOBKH Internet Trading Service;
- (c) any failure of any computer hardware, application software or other software utilised in relation to the provision of the services on the UOBKH Internet Trading Service;
- (d) any cause over which UOBKH does not have any reasonable control including but not limited to any governmental restrictions, exchange rulings, suspension of trading, war, acts of terrorism, strikes, industrial actions, civil commotions, the failure of any electronic or mechanical equipment, telephone or other communication systems lines or devices, public utility systems, unauthorised access or theft (including but not limited to theft of passwords, codes and/or log-in sequences);
- (e) any direct, indirect, consequential or incidental loss or damage of whatsoever nature and howsoever arising from or in connection with any delay, failure, neglect or omission to carry out or execute any orders or instructions given by the Client through the UOBKH Internet Trading Service; or
- (f) any inaccuracy, error, delay in or omission of any information or transmission or delivery of information.
- 13.2 Both the Client and UOBKH agree that no action, regardless of form, arising out of or in connection with the UOBKH Internet Trading Service or these Terms and Conditions, may be brought by the Client against UOBKH more than one (1) year after the cause of action has accrued.
- 14 **Indemnity**
- 14.1 The Client shall indemnify UOBKH for all and any actions, losses, damages, demands, liability, claims, costs, charges or other expenses which UOBKH may howsoever be subjected to in relation to the UOBKH's functions with respect to the UOBKH Internet Trading Service and including but not limited to in connection with or arising from:
- (a) any unauthorised Instructions or other instructions and data of the Client that might be
- 其他性質亦然)。
- 11.4 大華繼顯網站所顯示的大華繼顯商標及服務標記，均為大華繼顯及／或其他有關第三方的獨有及專有產權。概無給予任何複製或使用任何有關商標及服務標記的權利或特許。
- 12 **資料不得加以倚賴**
- 12.1 就該客戶的任何投資決定、交易活動或所發出的指示而言，大華繼顯互聯網交易服務所提供的資料，並不構成或大華繼顯提供的專業意見，並不應因而加以倚賴，而在任何投資或建議交易方面，該客戶於任何時間均須倚賴該客戶本身的評估及判斷。對於大華繼顯互聯網交易服務所載的資料或其內容、其準確性、完整性、是否適時或其他方面，大華繼顯概不作出任何明確或隱含的保證或陳述。大華繼顯互聯網交易服務所提供的資料，在任何方面均不得當作交易誘因或招攬訂單處理。
- 12.2 該客戶明白各參與期貨交易所或組織對其向傳佈資料的各方所提供的市場資料(包括(但不限於)實時報價)均宣稱享有專利權益。該客戶亦明白任何參與期貨交易所或組織或市場資料的任何供應商概不保證有關市場資料或任何人士傳佈的任何其他市場資料或信息適時、順序、準確或完整。為免存疑，對於任何傳佈方的任何疏忽作為或不作為或任何「不可抗力」事件(即任何傳佈方合理控制範圍以外的事件，包括(但不限於)水浸、異常天氣狀況、地震或其他天災、火災、戰爭、恐怖主義行為、暴動、暴亂、勞資糾紛、意外、政府行動、通訊或供電故障、任何設備或軟件失靈)或任何傳佈方合理控制範圍以外的任何其他原因引致(a)(i)任何有關數據、資料或信息或(ii)任何有關數據、資料或信息的傳輸的偏差、錯誤、延遲或錯漏，或(b)任何有關數據、資料或信息的(i)任何有關偏差、錯誤、延遲或錯漏或(ii)未能發揮作用或(iii)中斷所產生、引致或有關的任何或所有申索、要求、訴訟、損失、損害、責任或費用、收費、律師費及任何性質的支出(「損失」)所產生、引致或有關的損失，大華繼顯概不以任何方式承擔責任，而該客戶同意就任何損失而向大華繼顯作出彌償，並保持大華繼顯不受任何損害。該客戶知悉及同意，向該客戶提供市場資料的期貨交易所及組織，可直接對該客戶執行本條款與細則。
- 13 **免除責任**
- 13.1 在不損害本條款與細則內其他條款的一般原則及附加於有關條款的情況下，對於以下各項以任何原因或以任方式(包括(但不限於)大華繼顯、其代理人或獨立承辦商的任何作為、違責或不作為)引致或產生的任何訴訟、損失、損害、要求、責任、申索、費用、收費或其他支出，大華繼顯概不向該客戶或任何第三方承擔任何責任：
- (a)依據或使用通過大華繼顯互聯網交易服務提供的資料或交易及其他服務；
- (b)通過大華繼顯互聯網交易服務提供的任何服務中斷、遭受干擾、延遲、暫停、失靈、故障、操作員錯誤、毛病、病毒或喪失其使用權；
- (c)大華繼顯互聯網交易服務所提供服務所運用的任何電腦硬件、應用方案軟件或其他軟件的任何故障；
- (d)大華繼顯不能合理控制的任何原因，包括(但不限於)任何政府限制、交易所裁決、暫停交易、戰爭、恐怖主義行為、罷工、工業行動、內亂或任何電子或機械設備、電話或其他通訊系統線路或裝置或公用服務系統的故障、未經許可接達或盜竊(包括(但不限於)盜竊密碼、代碼及／或登入序列)；
- (e)延遲、未能、疏忽或遺漏執行該客戶通過大華繼顯互聯網交易服務發出的任何指令或指示而以任何性質及以任何方式產生或有關的任何直接、間接、相應或附帶的損失或損害；或
- (f)任何資料或資料的傳輸或交付的任何偏差、錯誤、延遲或遺漏。
- 13.2 該客戶及大華繼顯雙方均同意，如訴訟因由產生後已超過一(1)年，則該客戶不得對大華繼顯提出大華繼顯互聯網交易服務或本條款與細則所產生或有關的任何訴訟(不論其形式如何亦然)。
- 14 **彌償**
- 14.1 該客戶須就大華繼顯因其大華繼顯互聯網交易服務的功能而須以任何方式承受的所有及任何訴訟、損失、損害、要求、責任、申索、費用、收費或其他支出，包括(但不限於)以下各項有關或產生者：
- (a)通過大華繼顯互聯網交易服務傳輸的任何未經許可指示或

	transmitted through the UOBKH Internet Trading Service or any Instructions or such other instructions and data being inaccurate, garbled or incomplete;		該客戶的其他指示及數據，或任何指示或其他有關指示及數據有所偏差、含混不清或不完整；
	(b) the recovery of or attempt to recover by UOBKH from the Client of any monies due to UOBKH or the enforcement by UOBKH of these Terms and Conditions ;		(b)大華繼續向該客戶追收或嘗試追收所欠大華繼續的任何欠款或大華繼續強制執行本條款與細則；
	(c) any change in any law, regulation or official directive which may have a material adverse effect on these Terms and Conditions or UOBKH; and		(c)任何法例、規例或官方指令進行任何對本條款與細則或大華繼續有重大不利影響的變更；及
	(d) any breach by the Client of any of the Client's representations, warranties and obligations pursuant to these Terms and Conditions.		(d)該客戶違反其根據本條款與細則作出的任何陳述、保證及義務。
15	<b>Communications</b>	15	<b>通訊</b>
15.1	All notices, alerts and other communications to the Client may be sent by post, hand delivery, telex, cable or facsimile transmission, mobile phone, pager, electronic mail or such other manner as UOBKH may in its sole and absolute discretion deem fit, to the Client's last known address, telex or cable or facsimile number, mobile phone or pager number or electronic mail address in UOBKH's records.	15.1	凡發給該客戶的通知、警戒及其他通訊，可以郵遞、人手派遞、電傳、電報或傳真傳送、無線電話、傳呼機、電郵或大華繼續全權及絕對酌情決定認為合適的方式發送往大華繼續紀錄所載的該客戶最後為人所知地址、電傳或電報或傳真號碼、無線電話或傳呼號碼或電郵地址。
15.2	The Client hereby undertakes to inform UOBKH immediately in writing of any change in the Client's address, telex or cable or facsimile number, mobile phone or pager number or electronic mail address.	15.2	該客戶特此作出承諾，如該客戶的地址、電傳或電報或傳真號碼、無線電話或傳呼號碼或電郵地址有任何變更，將會立即書面通知大華繼續。
15.3	All notices, alerts and other communications sent by UOBKH shall be conclusively deemed to have been received by the Client on the day following such posting if sent by post, notwithstanding that the same may be returned unclaimed; on the day of delivery if delivered by hand; and at the time and day of dispatch by UOBKH if sent by telex, cable, telefax or electronic mail, despite any evidence or fact to the contrary and shall be deemed to be effective service for the purpose for which such notice, communication and/or other instrument was sent. A written statement by an officer of UOBKH confirming the posting or dispatch of any such notice, alert or other communication from UOBKH shall be binding and conclusive evidence of this fact against the Client.	15.3	凡大華繼續發出的通知、警戒及其他通訊，如以郵遞方式發出，將於投寄後翌日定論地當作客戶收訖處理，即使郵件因未獲認領而退回亦然；如以人手派遞，則應於送交之日定論地當作該客戶收訖處理；如以電傳、電報、傳真或電郵發出，須於大華繼續發送之日及時間定論地當作該客戶收訖處理，即使有任何與此相反的證據或事實亦然，並當作按發出有關通知、通訊及／或其他文書之目的有效送達處理。經由大華繼續的高級人員所作出並確認大華繼續投寄或發送任何有關通知、警戒或其他通訊的陳述書，應對該客戶具約束力，並為此項事實的確證。
15.4	Subject as otherwise provided for by the Terms and Conditions, no communication from the Client to UOBKH may be effected by electronic mail or any other electronic media without the prior written consent of UOBKH. In any event, such electronic communication shall be deemed not to have been received by UOBKH until it is actually received by a person designated by UOBKH to receive such communication and unless such communication is in a format readily decipherable by UOBKH's computer systems.	15.4	除本條款與細則另有規定外，否則如未事先獲得大華繼續書面同意，該客戶不得以電郵或任何其他電子媒體發出任何通訊。除非大華繼續指定收取有關通訊的人士實際收到有關電子通訊，而其格式亦可即時被大華繼續的電腦系統破解，否則在任何情況下均不得當作大華繼續收訖有關電子通訊。
16	<b>Invalidity of Any Provisions</b>	16	<b>條文失效</b>
	If any of the provisions of the Terms and Conditions or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected.		若本條款與細則或其任何部份的條文在任何方面被判定失效、違法或不可執行，則其餘條文的有效性、合法性及可否執行，在任何方面均不會受到影響。
17	<b>Law and Jurisdiction</b>	17	<b>法律與司法管轄權</b>
	Trading on the Client's Account, together with any terms and conditions imposed on the Client (whether during the opening of the account or in these Terms and Conditions) are subject to and shall be governed by and interpreted in accordance with the codes, and guidelines of HKSF as amended from time to time and the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The Client hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and the Client further waives any objection to the proceedings on the ground that the proceedings have been brought in an inconvenient forum, save that UOBKH will be at liberty to proceed with any legal action against the Client in any court in any other jurisdiction.		該客戶賬戶所進行的交易，以及對該客戶訂定的任何條款及細則（不論開戶期間訂定或於本條款與細則訂定者亦然）均受經不時修訂的香港證監會守則及指引及中華人民共和國香港特別行政區（「香港」）的法例管轄，並須按照有關守則、指引及法例詮釋。該客戶特此不可撤銷地願受香港法院的非專屬司法管轄權管轄，而該客戶亦進一步放棄基於在不方便訴訟地提出法律程序為理由而對有關法律程序提出異議的權利，但大華繼續有自由在任何其他司法管轄區對該客戶進行任何法律訴訟。
18	<b>Service of Process</b>	18	<b>法律程序文件之送達</b>
	The Client agrees that in any legal action taken by UOBKH against him, service of any Writ of Summons or other originating process or any other court document (the "Court Documents") may be effected on the Client by leaving the same at the address given by the Client when opening his account or at the last known address of the Client after the opening of his account. Where such address is a postal box number or other mail address, then the service of the Court Documents may be effected by posting the same to such address and the Client hereby irrevocably confirms that service of such Court Documents in the manner stated above shall be deemed good and sufficient service on the Client, and the Client further agrees to waive all rights to demand personal service in respect of such Court Documents.		該客戶同意，在大華繼續對該客戶提出的任何法律訴訟中，任何傳訊令狀或其他原訟法律程序文件或任何其他法庭文件（「法庭文件」）可留於該客戶開立賬戶時所給予的地址或在開戶之後該客戶最後為人所知地址，藉以送達該客戶。若有關地址為郵箱號碼或其他郵遞地址，則可將法庭文件郵寄往有關地址，藉以送達有關法庭文件。該客戶特此不可撤銷地確認，如按上述方式送達有關法庭文件，應當作妥為及充分送達該客戶處理，而該客戶進一步同意放棄一切要求以面交方式送達有關法庭文件的權利。
19.	<b>Survival</b>	19	<b>繼續生效的條文</b>
	For the avoidance of doubt, the Client's obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination and in respect of clauses 13 and 14 shall survive the termination of these Terms and Conditions or the deactivation or revocation of the UOBKH Internet Trading Service.		為免生疑問，該客戶有責任支付累積至（及包括）本協議終止日期就第 13 及 14 條需支付的所有付費、費用、收費、支出及數額，在本條款及細則終結後或大華繼續互聯網交易服務停止或撤銷後仍然有效。