上 志 國 際 有 限 公 司
ASPIRE GLOBAL COMPANY LIMITED

貴金屬買賣服務之條款及條件
Terms and Conditions for Precious Metals Trading Services

注意 NOTICE

客戶應該了解在進行買賣貴金屬的過程中，是有機會獲取利潤，但同時亦有可能遭受虧損，而在不利的買賣情況下，虧損程度甚至會超過存入的保證金數額。貴金屬價格的變動會受到多種不能預測的世界性因素影響。當價格大幅度變動時，市場或有關監管團體可能採取某些行動，導致客戶無法及時結算虧損的買賣合約。雖然交易商的職員及代理人對市場變動不斷留意，但他們無法保證他們的預測準確，亦無法確保虧蝕限額。本條款及條件乃客戶協議書的不可分割組成部份。請在簽署客戶協議書前，小心閱讀本條款及條件。如對本條款及條件有任何疑問，應咨詢您的律師或其他專業顧問的意見。

PLEASE BE ADVISED THAT TRADING IN PRECIOUS METALS INVOLVES THE POTENTIAL FOR PROFIT AS WELL AS THE RISK OF LOSS. UNDER ADVERSE TRADING CONDITIONS, THE EXTENT OF THE LOSS MAY EXCEED THE AMOUNT OF MARGIN DEPOSIT. MOVEMENTS IN THE PRICE OF PRECIOUS METALS ARE INFLUENCED BY A VARIETY OF UNPREDICTABLE GLOBAL FACTORS. VIOLENT MOVEMENTS IN THE PRICE OF PRECIOUS METALS MAY RESULT IN ACTION BY THE MARKET OR THE RELEVANT REGULATORY BODY AND AS A RESULT OF WHICH CLIENT MAY BE UNABLE TO SETTLE ADVERSE TRADES. ALTHOUGH THE STAFF AND AGENTS OF THE DEALER ARE IN CONSTANT TOUCH WITH MARKET MOVEMENTS, THEY ARE UNABLE TO GUARANTEE THE ACCURACY OF THEIR PREDICTIONS NOR COULD THEY GUARANTEE THE LIMIT OF LOSS. THE TERMS AND CONDITIONS HEREOF FORM AN INTEGRAL PART OF THE CLIENT AGREEMENT. PLEASE READ VERY CAREFULLY THE TERMS AND CONDITIONS HEREOF BEFORE YOU SIGN ON THE CLIENT AGREEMENT. IF YOU ARE IN DOUBT ABOUT THE TERMS AND CONDITIONS HEREOF, YOU SHOULD CONSULT YOUR LAWYER OR OTHER PROFESSIONAL ADVISERS.

以下條款及條件適用於客戶在上志國際有限公司（以下簡稱「上志」）所開立及維持的戶口以供客戶訂立現貨合約及進行現貨交易買賣香港、倫敦及其他地方的貴金屬（包括但不限於現貨黃金、現貨白銀、港金及人民幣公斤條黃金）（以下簡稱「貴金屬」）。上志以客戶的代理人身份執行客戶的貴金屬買賣指令。

The following terms and conditions shall apply to and govern the account(s) that the Client opens and maintains with Aspire Global Company Limited (hereinafter referred to as "ASPIRE") for entering into spot contracts and effecting spot transactions for trading of precious metals (including but not limited to Spot Gold, Spot Silver, Hong Kong Gold and Renminbi kilobar gold) (hereinafter referred to as "Precious Metals") in Hong Kong, London and elsewhere. ASPIRE shall act as Client's agent in executing Client's order on Precious Metals trading.

1. 定義和詮釋 Definitions and Interpretation

1.1 在本條款及條件中，除非上下文另有要求，下列術語應具有如下定義：
In these Terms and Conditions, unless the context otherwise requires, the following expressions shall bear the following meanings:

「接通代碼」 "Access Code"	指用於接通網上買賣服務的密碼及登入號碼。 means the Password and the Login ID used to access to the Internet Trading Service.
「戶口」 "Account"	指客戶不時於上志維持，用作代客戶買賣貴金屬的一個或多個貴金屬交易戶口。 means one or more precious metals trading account(s) maintained by the Client with ASPIRE from time to time for the sale and purchase of Precious Metals.
「聯營公司」 "Affiliates"	指現時或日後，任何直接或間接與上志有關之公司。 means any company in which it is, now or hereafter, directly or indirectly related to ASPIRE.
「協議」 "Agreement"	指由客戶與上志簽署的客戶協議書、本條款及條件、本協議的所有附表、附錄和附件，以及上志以書面形式不時發佈的所有修改。 means the Client Agreement entered into between the Client and ASPIRE, the terms and conditions herein, all schedules, appendices and attachments thereto, and all amendments issued by ASPIRE in writing from time to time.
「營業日」 "Business Day"	指上志營業的任何日子；週六、週日及香港公眾假期以及上志宣佈為非營業日的任何日子除外。 means any day on which ASPIRE is open for trading other than Saturday, Sunday, public holiday in Hong Kong and any other day declared by ASPIRE to be a non-business day.
「客戶」 "Client"	指姓名、地址及資料載於「貴金屬交易戶口開立表格」的人士。此詞在下列情況下之定義如下：如屬個人應包括客戶及其遺囑執行人及遺產管理人；如屬獨資經營商號應包括該獨資經營者及其遺囑執行人、遺產管理人及業務繼承人；如屬合夥經營商號，應包括客戶開戶期間的商號合夥人，以及彼等的遺囑執行人、遺產管理人及此後擔任或曾擔任該商號合夥人的其他人士及其遺囑執行人及遺產管理人，以及該合夥經營業務的繼承人；如客戶為公司，應包括該公司及繼承人。 means the person(s) whose name(s), address(es) and description(s) are set out in "Precious Metals Trading Account Opening Form". This term shall in the case where the client(s) is/are individual(s) includes the client(s) and his/their respective executors and administrators and in the case where the client is a sole proprietorship firm includes the sole proprietor and his executor and administrator and his or their Successors in the business and in the case of a partnership firm includes the partners who are the partners of the firm at the time when the client's said account is being maintained and their respective executors and administrators and any other person who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the Successors to such partnership business and where the client is a company includes such company and its Successors.
「網上買賣服務」 "Internet Trading Service"	指上志根據本條款及條件之第22條所提供的服務。 means services provided by ASPIRE to the Client under clause 22 of these Terms and Conditions.
「登入號碼」 "Login ID"	指識別客戶身份的名稱，須配合密碼一起使用以接達有關網上買賣服務。 means the Client's identification, used in conjunction with the Password, to gain access to the Internet Trading Service.
「保證金」 "Margin"	指上志規定作為抵押品之現金及／或其他財產，由客戶存置於上志內作為客戶履行之保證。 means a deposit of money and/or other property as collateral required by ASPIRE to be placed with ASPIRE by the Client as a guarantee of performance by the Client.
「密碼」 "Password"	指客戶的密碼，須配合登入號碼一起使用以接達有關網上買賣服務。 means the Client's password, used in conjunction with the Login ID, to gain access to the relevant Internet Trading Service.
「上志」 "ASPIRE"	指上志國際有限公司，及其業權繼承人及承讓人。 means Aspire Global Company Limited and its Successors in title and assigns.
「網絡設施」 "Web Facility"	指上志的電子交易設施所提供的網上買賣服務，以及該處所含的資訊和其中所含的軟件。 means the electronic trading facility of ASPIRE to provide the Internet Trading Service, the information contained therein and the software comprised in them.

1.2 本條款及條件中插入的標題只為方便參閱，不會影響對其的詮釋。
Headings are inserted for reference only and shall not affect the construction and interpretation of these Terms and Conditions.

1.3 在本條款及條件內，除非與文義相抵觸，述及人士的字詞包括公司及商號，男性字詞包括女性含義，單數字詞包括複數意義，反之亦然。
In these Terms and Conditions unless inconsistent with the context, words denoting person include corporation and firm, words denoting masculine gender include feminine gender, and words denoting singular number include plural and vice versa.

1.4 本協議所提及的法定條文，須解釋為不時修訂或重新頒佈的條文（不論在本協議簽署之日前或後修訂或重新頒佈），並包括重新頒佈的條文（不論有否修訂），以及據之制訂的附屬法例。
References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provision of which they are re-enactments (whether with or without modification) and any subordinate legislation made under those provisions.

2. 資格 Capacity

2.1 上志茲保證本身為一間根據香港法例正式註冊成立的有限責任公司。若上志為合夥經營或獨資經營者，上志保證本身是正式組成，並有權訂立本協議。
ASPIRE hereby warrants that it is a company duly incorporated with limited liability under the laws of Hong Kong. In the case where ASPIRE is a partnership or sole proprietor, ASPIRE warrants that it is duly constituted and has power to enter into this Agreement.

2.2 在進行任何貴金屬買賣交易前，客戶已認識及理解下述內容：
Prior to entering into any transaction on Precious Metals trading, the Client is aware of and understands the following:

(a) 合約條款 Contract Terms:–
交易貨幣、合約單位、買賣盤、開倉或平倉、現行報價以及盤類。
trading currencies, contract size, buy or sell order, opening or closing trade, current quoted price and order type.

(b) 保證金 Margin:–
客戶保證金的大概要求、價格變動保證金的支付、可作為保證金的抵押品、保證金的支付細節。
approximate Client Margin requirements, variation adjustment payments, collateral that may be lodged as Margin, Margin payment details.

(c) 交易費用 Transaction Costs:–
佣金、行使費及其他適用徵費。
Commissions, administrative costs and other applicable levies.

2.3 客戶特此聲明：
The Client declares that:

(a) 客戶在法律上有能力合法有效地簽定本協議。
the Client is legally capable of validly entering into this Agreement.

(b) 客戶已詳閱本協議之中／英文本，其中內容亦全部以客戶知曉的語言，向客戶解釋清楚。客戶贊成及同意本協議內之一切條款及細則。
the Client has read the Chinese/English version of this Agreement and that the contents of this Agreement have been fully explained to the Client in a language which the Client understands. The Client hereby agrees and consents to the terms and conditions herein contained.

(c) 客戶已從上志了解到可能影響客戶戶口交易的合約細則、收取按金手續及收費程序，及客戶的未平倉合約可能在未經客戶同意情況下被平倉的處境。
the Client has understood from ASPIRE any contract specifications, deposit margin procedures, fee and charge schedule that may affect the Client's trading activities in connection with the Client's Account, and the circumstances under which the Client's positions may be closed without the Client's consent.

(d) 客戶在本協議中所提供的資料是真實、正確和完整的。
any information given by the Client in this Agreement is true, correct and complete.

(e) 客戶是為自己進行交易。
the Client is trading on the Client's own behalf.

2.4 客戶茲確認，貴金屬買賣極之反覆無常，而儘管客戶可能曾經聽取或被視為曾聽取上志、其代理人或職員的意見，但客戶訂立之一切買賣合約， 均視為客戶本身的決定，客戶須獨自承擔一切風險。客戶亦確知，上志的代理人及職員無權代表上志作任何聲明或提供任何意見，而上志的代理人及職員所提供的意見只屬個人意見，客戶須憑本身的判斷，決定是否信賴該等意見。在任何情況下，客戶均不能就由於其信賴該等意見而造成的任何損失，要求提供意見者或任何其他人負責。
The Client hereby acknowledges that trading in Precious Metals is extremely volatile and that in respect of all and any contracts he shall be deemed to have entered into the same upon his own judgment and at his sole risk, notwithstanding that he may have taken advice from or been deemed to have been advised by ASPIRE, its agent or staff. The Client acknowledges that he is further aware that none of the agents and staff of ASPIRE is authorized on behalf of ASPIRE to give any representation or advice and that if such advice be given, the same is only a personal opinion of the person giving it and the Client will exercise his own judgment in deciding whether to rely on it and shall in no event hold the person giving the advice or any other person liable for any loss resulting from the Client's reliance upon such advice.

2.5 客戶和上志在本協議中提供的資料如有實質改變，須立刻知會對方。
The Client and ASPIRE shall notify each other forthwith of any material changes in the information supplied in this Agreement.

3. 戶口 The Account

3.1 客戶確認「貴金屬交易戶口開立表格」所載資料，及／或以其他方法由客戶或客戶代表向上志提供之有關資料均屬完整、真實及正確。倘該等資料有任何變更，客戶將會即時通知上志。客戶特此授權上志對客戶的信用進行查詢，以核實上述表格所載資料。
The Client confirms that the information provided in the "Precious Metals Trading Account Opening Form" and/or otherwise provided by or on behalf of the Client to ASPIRE in connection with the opening of the Account is complete, true and correct. The Client will inform ASPIRE of any changes to such information forthwith. ASPIRE is hereby authorized to conduct credit enquiries on the Client to verify the information provided.

3.2 倘載於「貴金屬交易戶口開立表格」的資料有任何變動，客戶須於該等變動後即時通知上志。
The Client will inform ASPIRE of any change to the information given in the "Precious Metals Trading Account Opening Form" forthwith after such change has occurred.

3.3 客戶保證客戶為所開戶口之最終實益擁有人，客戶並非代表其他實益擁有人而持有該戶口。如非上述情形，客戶已向上志作出聲明並作出有關證明及承諾。如有任何變更，客戶同意立即以書面通知上志所有最終實益擁有人之身份及有關該等資料之變更，客戶亦同意該等資料可根據本條款及條件第3.4及3.5條予以披露。
The Client warrants that the Client is the ultimate beneficial owner of the Account and that the Client is not holding the Account on behalf of or for the benefit of any person. Where the aforesaid is not applicable, the Client has made a declaration together with the Client's warranty for whom is the ultimate beneficial owner of the Account. The Client agrees to immediately notify ASPIRE in writing of the identity of all persons ultimately beneficially interested in the Account and any changes thereto and that this information may be disclosed in accordance with clauses 3.4 and 3.5 of these Terms and Conditions.

3.4 上志將會對客戶戶口的有關資料予以保密，但上志有權應要求下或為遵守監管規則而向任何其他機構（不論香港或海外）及／或向上志聯營公司披露客戶「貴金屬交易戶口開立表格」或戶口內之資料。客戶確認上志對提供上述資料不承擔任何責任。
ASPIRE will keep information relating to the Client's Account confidential, but ASPIRE has the right to disclose the information in the "Precious Metals Trading Account Opening Form" or of the Account to any other regulatory bodies (whether in Hong Kong or elsewhere) as may be requested or otherwise for compliance of the governing rules, and/or ASPIRE's Affiliates. The Client confirms that ASPIRE shall not be liable to the Client for providing such information.

3.5 在符合個人資料（私隱）條例及2012年個人資料（私隱）（修訂）條例的規定下，客戶同意上志可提供其個人資料予任何向戶口提供任何服務之代理人、代表或上志聯營公司。該等資料乃用於上志或其聯營公司為提供投資、證券交易、顧問、財務、或其他相關服務及執行有關規則或法律或監管的規定。
Subject to the Personal Data (Privacy) Ordinance and Personal Data (Privacy) (Amendment) Ordinance 2012, the Client agrees that ASPIRE may provide the Client's personal data to any agent, representative or affiliate which provides services in connection with the Account. Such information is required to perform the investment, security dealing, advisor, financial or other related services which ASPIRE or its Affiliates offers and to observe any rules or legal or regulatory requirements.

客戶知悉倘未能向上志提供有關資料，這將導致上志延遲或不能執行客戶之指令或不能提供所需之服務，特別是如果因此而影響上志遵守有關規則及監管的規定。客戶可向上志要求檢視或更正已提供資料。
The Client acknowledges that any failure to supply the requested personal data may result in ASPIRE's delay in carrying out the Client's instructions or provide requested services or its inability to do the same, particularly if it affects ASPIRE's ability to ensure compliance with applicable rules and regulatory requirements. The Client is entitled to request access to or to request the correction of data previously supplied to ASPIRE.

3.6 倘本協議內之條款有重大改動，上志將會通知客戶。
ASPIRE will notify the Client in the event of material change to the terms in this Agreement.

3.7 客戶於「貴金屬交易戶口開立表格」內所提供之任何聯絡資料將被視作客戶與上志之間經授權及有效之通訊方法。
Any contact details provided by the Client in the "Precious Metals Trading Account Opening Form" shall be deemed to be the authorized and valid communication channel between the Client and ASPIRE.

4. 戶口之操作 Operation of Account

除了買賣人民幣公斤條黃金需透過上志所提供的網絡設施作出交易外, 客戶有權自行決定選擇下列任何一種方式操作其於上志所開設及維持的每個戶口：
Save and except Renminbi kilobar gold should be traded via the Web Facility provided by ASPIRE, the Client is entitled to elect at his sole discretion any of the following modes in operation of each of his Account opened and maintained with ASPIRE:

(a) 客戶通過口頭方式（親身或電話）或書面方式（郵寄、手寫、電郵或傳真）向上志發出指令，操作其戶口；或
to operate the Account by giving orders to ASPIRE orally (either in person or by telephone) or in writing, (delivered by post, by hand, by email or facsimile transmission); or

(b) 客戶以上志提供之網絡設施操作其戶口；客戶同意接受本條款及條件第22條的規定及被該條款及條件約束。
to operate the Account through the Web Facility provided by ASPIRE; Client agrees to accept and be bound by clause 22 of these Terms and Conditions.

5. 交易指示，授權及常規 Dealing Instructions, Authorization and Practice

5.1 上志謹此獲授權，按客戶之指示替戶口存放、購入及／或出售貴金屬，以及用其他方式處置在戶口內或為戶口持有之貴金屬、應收賬款或款項。
ASPIRE is hereby authorized to act upon the instructions of the Client to deposit, purchase and/or sell Precious Metals for the Account and otherwise deal with Precious Metals, receivables or monies held in or for the Account.

5.2 所有指示必須由客戶透過口頭方式（親身或電話）或書面方式（郵寄、手寫、電郵或傳真）或上志所提供之網絡設施送達。
All instructions shall be given by the Client orally (either in person or by telephone) or in writing (delivered by post, by hand, by email or by fax) or the Web Facility provided by ASPIRE.

5.3 在未得上志同意前，所有客戶之指示均不可撤回。
All instructions from the Client shall be irrevocable without the consent of ASPIRE.

5.4 上志可將與客戶之所有電話對話進行錄音，以核證客戶之指示。客戶同意，倘出現糾紛，將接受任何該等錄音內容，作為證實客戶所發指示之最終及不可推翻之證據。
ASPIRE may record all telephone conversations with Client in order to verify the instructions of the Client. The Client agrees to accept the contents of any such recording as final and conclusive evidence of the instructions of the Client in case of dispute.

5.5 不管本協議所載內容如何，上志可以行使其絕對酌情權，拒絕執行客戶之任何指示，而毋須作出解釋。
Notwithstanding anything herein contained, ASPIRE shall be entitled, at its absolute discretion, to refuse to act on any of the Client's instructions and shall not be obliged to give any reason for such refusal.

5.6 由於受客觀條件限制和貴金屬價格經常出現迅速之變化，報價或買賣將偶爾出現延誤。因此，即使上志作出合理努力，仍可能未能按照任何指定時間所報之價格交易。就未有或未能或拒絕遵照客戶所發指示中之任何條款而導致之任何損失，上志概不承擔任何責任。倘若上志作出合理努力後，仍未能完全執行任何指示，則上志有權在未得客戶事先確認之情況下，部份履行該指示。無論如何，當作出任何執行命令之指示後，客戶必須接受該結果，並受其約束。
By reason of physical restraints and rapid changes in the prices of Precious Metals that frequently take place, there may, on occasions, be a delay in quoting prices or dealing. ASPIRE may not after using reasonable endeavors be able to trade at the prices quoted at any specific time. ASPIRE is not liable for any losses arising by reason of its failing, or being unable, or refusing, to comply with the terms of the Client's instructions. Where ASPIRE is unable after using reasonable endeavors to execute any instruction in full, ASPIRE is entitled to effect partial performance without prior reference to the Client's confirmation. The Client shall in any event accept and be bound by the outcome when any request to execute orders is made.

5.7 上志進行任何交易或訂立任何合約時，可作為任何人士的代理人進行買賣。上志本身或其代理人或僱員有權為客戶的未平倉合約訂立相對合約。
In any transaction or contract, ASPIRE may trade as agents for any party or parties. ASPIRE is entitled to by itself or its agents or staff take opposite position to match open position of the Client.

5.8 客戶發出的任何指令，可能在有關的市場直接執行，或可能透過與任何人士或在任何市場進行買賣以執行之，亦可能透過任何經紀、代理人、或往來人士或公司間接執行而毋須通知客戶。
Any order from the Client may be executed directly at the relevant market or with any person or market or indirectly through any broker, agent, corresponding person or company without the need of notifying the Client.

5.9 為執行客戶之任何指示，上志可依據其全權決定之條款及條件，跟任何其他代理人（包括以任何形式跟上志有聯繫之任何人士或一方當事人）訂立合同或以其他方式建立關係。上志將不會就任何該等代理人之行事及遺漏對客戶承擔任何責任。
ASPIRE may, for the purpose of carrying out any instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with ASPIRE, on such terms and conditions as ASPIRE may in its absolute discretion determine. ASPIRE shall not be liable to the Client for the acts and omissions of any such agent.

5.10 客戶確認，由於受進行買賣之其他市場之常規所限，上志不一定能以所報之「最佳」價格或「市場」價格履行指示，只要上志遵照客戶之指示完成交易，客戶同意無論如何願意受此等交易所約束。
The Client acknowledges that due to the trading practices of other markets in which transactions are executed, ASPIRE may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by transactions executed by ASPIRE following instructions given by the Client.

5.11 在受適用法律、規例和市場要求制約之前提下，上志恰當地考慮順序收到客戶指示後，可絕對酌情決定執行指令之先後次序，而就上志執行收到之任何指令而言，客戶不得要求較另一客戶為先之優先權。
Subject to applicable laws and regulations and market requirements, ASPIRE may in its absolute discretion determine the priority in execution of its clients'orders, having due regard to the sequence in which such orders were received, and the Client shall not have any claim of priority to another client inrelation to the execution of any order received by ASPIRE.

5.12 客戶將遵守及接受上志不時規定的一切規則、保證金金額、交易事實、落單時間表、收貨及／或其他有關貴金屬買賣的事項。
The Client will observe and accept all rules, Margin deposit requirements, trading facts, time table(s) for placing order(s), taking delivery and/or other matters for and related to Precious Metals trading as prescribed by ASPIRE from time to time.

5.13 一切有關交易或合約的稅項及徵稅，概由客戶全部承擔，而客戶須保障上志免受該等稅項負擔。
All taxes and levies in respect of any transaction or contract shall be borne solely by the Client who shall indemnify ASPIRE against payment of the same.

5.14 在未取得上志的書面同意前，客戶不得典賣、抵押或按揭任何合約或不得將合約中的利益轉讓。
The Client shall not pledge, charge or mortgage any contract or assign the benefit thereof without the prior written consent of ASPIRE.

6. 免責聲明 Disclaimer

6.1 客戶確認並同意，客戶須對戶口內所有交易決定負上全責，而上志只負責戶口內交易之執行、結算和進行；至於任何介紹商號、投資顧問或其他第三者對戶口或戶口內任何交易所作之任何行為、作為、陳述或聲明，上志概不負上任何責任或義務。
The Client acknowledges and agrees that the Client retains full responsibility for all trading decisions of the Account and ASPIRE is responsible only for the execution, clearing and carrying out of transactions in the Account; that ASPIRE has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any transaction therein.

6.2 除非上志公開地表示同意，否則上志不會就客戶訂立之任何交易之價值或其是否適合該客戶作出或默示任何陳述或保證。
Unless ASPIRE expressly agrees to the contrary, no representation or other warranty is given or implied by ASPIRE as to the value or suitability for the Client of any transactions entered into by the Client.

6.3 客戶確認，上志所給予客戶之任何買賣推薦及市場或其他資料，並不構成客戶加以依賴之建議或出售任何貴金屬之要約或作遊說客戶接受要約之用，以購買任何貴金屬。上志毋須為該等推薦及資料負上任何責任。任何該等推薦及資料雖來自上志認為可靠之資料來源，惟可能仍欠完滿或未經核證，並可在不予通知客戶之情況下有所更改，故上志概不就上述事項或客戶之交易所帶來之稅務後果作任何陳述、保證或擔保。
The Client acknowledges that any trading recommendations and market or other information communicated to the Client by ASPIRE do not constitute either advice on which the Client is meant to rely or an offer to sell or the solicitation of an offer to buy any Precious Metals. ASPIRE shall not be under any liability in respect of such recommendations and information. Although such recommendations and information are obtained from sources believed by ASPIRE to be reliable, they may be incomplete, may not be verified and may be changed without notice to the Client, and ASPIRE makes no representation, warranty or guarantee with respect thereto or with respect to the tax consequences of the Client's transactions.

6.4 客戶須就任何交易自行作出判斷及決定。客戶明白，上志或聯營公司可能已持倉及可能已買賣貴金屬，而該等貴金屬可能是上志向客戶所提供或隱瞞之資料或推薦有關，且上志或任何集團公司之持倉或交易可能會或不會與上志向客戶所提供之任何推薦交易相符合。
The Client shall make his own judgment and decision with respect to any transactions. The Client understands that ASPIRE or Affiliates may have a position in and may buy or sell Precious Metals which are the subject of information or recommendations furnished to or withheld from the Client, and that the positions or transactions of ASPIRE or any group company may or may not be consistent with any recommendations furnished to the Client by ASPIRE.

7. 保證金存款和提款安排 Margin Deposit and Withdraw Arrangements

7.1 客戶須按上志不時規定之金額、形式及時限，向上志支付款項或存放按金，並保持上志管有該款項及／或抵押品，以作為保證金。客戶亦須按上志不時決定或規定之金額及形式及時限，向上志支付款項或存放額外按金或抵押品。任何先前之保證金規定（不論在金額、形式、支付時限或任何其他方面）並無限制上志於任何較後之時間更改保證金之規定。更改保證金規定（增加或減少）將適用於現有持倉盤及更改日期之後之新持倉盤。倘客戶未能應上志催繳保證金之要求繳付保證金，則上志有權取消或以任何其他清算方式結束任何戶口內之任何或所有未平倉成交合約。客戶不可撤銷地同意上志在採取上述行動時，沒有任何責任或義務使客戶減少或免受損失。
The Client shall pay to ASPIRE or deposit and maintain with ASPIRE such money, and/or collateral in such amount and in such form and within such time as may be required from time to time by ASPIRE as Margin. The Client shall pay to ASPIRE or deposit additional money and/or collateral with ASPIRE in such amount and in such form and within such time as ASPIRE may determine and require from time to time. No previous Margin requirement (whether as to amount, form, time for payment or otherwise) shall limit ASPIRE's right to vary Margin requirements at any later time. Changes in Margin requirements (increase or decrease) will apply to existing positions as well as new positions after the date of such change. Any failure by the Client to meet calls for Margin by ASPIRE shall entitle ASPIRE to cancel, close any or all open contracts in any Account by any other form of liquidation. The Client irrevocably accepts that in carrying out such act or acts as aforesaid, ASPIRE owes no duty or obligation of whatsoever nature to the Client to minimize or eliminate his loss.

7.2 支付任何保證金的時間為關鍵要素。客戶亦同意於上志要求時立即全額支付其就上志任何戶口所欠之任何金額。凡就保證金所作的首筆及隨後存款和付款，一律應為已過數的資金，且上志有絕對酌情權規定貨幣種類及金額。
The time for payment of any Margin is of the essence. The Client also agrees to pay immediately in full and on demand any amount owing with respect to any of ASPIRE's Account. All initial and subsequent deposits and payments for Margin and other purposes shall be made in cleared funds and in such currency and in such amounts as ASPIRE may in its sole discretion require.

7.3 縱然第7.1及7.2條已有規定，當上志單方面認為按照第7.1條提出支付額外保證金並不可行，包括但不限於，若該不可行是由於下列的轉變或發展涉及預期的變化：
Notwithstanding Clauses 7.1 and 7.2, in the event that it is, in the sole opinion of ASPIRE, impracticable for ASPIRE to make demands for additional Margin pursuant to Clause 7.1, including but without limitation, if the impracticality is due to a change or development involving a prospective change:

(a) 本地、國家、國際金融體系、財經、經濟或政治環境或外滙管制的狀況，而此等已經或可能出現的轉變或發展已構成或上志認為可能構成對香港及／或海外貴金屬、證券、外滙、商品或期貨市場的重大或不良波動；及／或
in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of ASPIRE likely to result in a material or adverse fluctuation in the Precious Metals market, stock market, currency market, commodities or futures market in Hong Kong and/or overseas; and/or

(b) 此等已經或可能出現的轉變或發展已經或可能在性質上嚴重影響客戶的狀況或運作。
which is or may be of a material adverse nature affecting the condition or operations of the Client.

上志應被視作已經按照上志決定的方式及／或金額提出保證金追收，而該等保證金已經到期，客戶須即時繳付。
ASPIRE shall be deemed to have made Margin calls for such form and/or amounts as ASPIRE may determine and such Margin shall become immediately due and payable by the Client.

7.4 客戶應對任何因虧損引致之虧欠額及上志發起之任何其他清算交易及／或因客戶未能按第7.1條之要求提供款項、證券及／或抵押品作為保證金而招致之任何費用及開支（包括法律訴訟費用）承擔責任，並對上志作全數彌償。
The Client shall be liable for any deficit resulting from losses and any cost or expense (including legal costs) incurred by ASPIRE, on a full indemnity basis, related to other liquidating transactions initiated by ASPIRE and/or arising from the Client's failure to provide money, securities and/or collateral required as Margin by ASPIRE pursuant to clause 7.1.

7.5 凡客戶交予上志的任何款項，不論作為存款、保證金、抵押或作任何其他用途，上志概不付予客戶任何利息。
The Client shall not be entitled to any interest from ASPIRE on any money paid to ASPIRE whether as deposit, Margin or security or for any purpose whatsoever.

7.6 上志收到客戶保證金後發出的收據，乃確認客戶已將該筆保證金存入其在上志開立的戶口的決定性憑證，別無其他用途。
The issue of ASPIRE's Margin receipt shall be conclusive acknowledgement of the deposit of the specified amount of Margin in the Client's Account with ASPIRE and shall serve no other purpose whatsoever.

7.7 客戶有權隨時通知上志提取指定的可用現金結餘，客戶同意任何滙款及轉款過程涉及的費用，包括銀行手續費，滙率差價及所有有關費用均由客戶負責。客戶完全理解上志需要時間去處理有關客戶之提款，客戶很可能不可以即時收到所提取的金額。客戶同意不追究上志一切由於未能及時滿足自身提款要求所引起的責任。客戶確認一旦下達提款要求，上志將即時從客戶戶口結餘扣除該款額。
The client has the right to inform ASPIRE at any time to withdraw a specified amount from the cash balance. The Client agrees to pay for the charges incurred during remittance or transfer, including bank commission, exchange rate differences and all other related expenses. The Client is fully aware that some time is required for ASPIRE to process the Client's withdrawal; the Client may not be able to receive the withdrawal immediately. The Client agrees to hold ASPIRE safe and harmless from any and all liability resulting from the untimely execution of the Client's withdrawal request. Once the withdrawal request is confirmed, ASPIRE will deduct the amount from the Client's Account balance.

8. 抵押 Security

8.1 上志對於客戶的任何戶口內所持有或由上志管有的所有客戶財產、證券、權益、信貸及貸方餘額享有留置權，不論是出於何種目的，包括保管作為客戶的任何戶口借方結餘的抵押、作為客戶不論其以當事人、擔保人、保證人身份或其他身份對上志累積拖欠或附帶的所有債務責任的抵押，及作為客戶不管是因任何相同原因所引起的任何其他責任的抵押。
ASPIRE shall have a lien on all property, securities, equities, credits and credit balances carried by and/or with it in any Account for the Client or otherwise in ASPIRE's possession for whatsoever purpose including safekeeping as security for all debit balances in any of the Client's Account and as security for all of the Client's liabilities accrued due or contingent to ASPIRE whether as principal, guarantor, surety or otherwise and as security against any other liability of the Client howsoever the same may arise.

8.2 上志特此獲授權從客戶存入的保證金或抵押品調撥款項，以彌補客戶在上志處戶口中的所有欠款，而毋須事先要求客戶補倉或向客戶發出通知。
ASPIRE is specifically authorized to transfer such amount from the Margin or security deposited with it by the Client without call or notice as may be necessary to cover all debit balances which may arise in the Client's Account with ASPIRE.

9. 交收日與延展 Settlement Date and Roll Over

所有貴金屬頭寸會在交易日以美元及／或港元（隨上志認為合適之情況下）顯示在客戶的戶口，並在48小時內結算，並以港元作為交收貨幣。持倉頭寸會在額外48小時後自動過倉，除非(i)客戶給予令人滿意的指示交割，但這要按照上志的慣例、通常收費和重新交付費用；(ii)上志接受了客戶的下單並可全權酌情決定對沖貴金屬頭寸。客戶應在貴金屬交收日的前一個營業日正午之前指示是否交割或對沖。如無客戶的及時指示，上志被授權全權酌情決定是否延展所有或任何客戶戶口的貨幣頭寸，風險由客戶承擔。客戶的戶口將被上志在貴金屬頭寸延展之時收取利息。
All Precious Metals positions will be posted to the Client's Account in US Dollars and/or Hong Kong Dollars (whenever ASPIRE deems it appropriate) on the trade date and settled within 48 hours. The settlement currency is Hong Kong Dollars. The resulting position will automatically rollover for an additional 48 hour period unless (i) the Client gives satisfactory instructions for further delivery of the Precious Metals subject to ASPIRE's usual and customary charges and re- delivery fees; or (ii) the Client enters an order which is accepted by ASPIRE in its sole discretion to offset the Precious Metals position. Client, by noon of the Business Day before the settlement date of the Precious Metals position, shall provide ASPIRE with acceptable re-delivery or offset instructions. In the absence of timely and adequate instructions from Client, ASPIRE is authorized, at ASPIRE's absolute discretion, to rollover the Precious Metals position in any or all of the Client's Account and at the Client's risk. A position may be credited or debited interest charges until the position is closed.

10. 墊款 Advances

10.1 倘客戶未能或不願意在上志要求結算之日結算合約，上志可（但沒有義務）為客戶提供墊款，墊款方式為直接結算整份合約或其中部份，而客戶同意在上志索償時，以等值港元償還該筆墊款（滙率由上志指定。上志只須在忠誠的基礎上指定滙率，而毋須提供最佳滙率），另加墊款利息。利息以上志不時指定之利率，自墊款日起至完全清償款項當天止，逐天以單利計算。
In the event of the Client not being able or not willing to settle any contract on such dates as ASPIRE shall require settlement, ASPIRE may (but without obligation to do so) make advance to the Client by way of direct settlement of any contract in whole or in part and the Client undertakes to repay the Hong Kong dollars equivalent (at the exchange rate or rates as ASPIRE shall stipulate. Provided such stipulation is made in good faith, ASPIRE shall not be required to give the best exchange rate) of any such advance to ASPIRE upon demand with interest thereon at the rate may be specified from time to time by ASPIRE calculated on a daily simple basis from the date of such advance up to and including the date of repayment in full.

10.2 除上述事項外，以下情況亦須收取利息，利率則如上文所訂：
In addition to the above, interest at the said rate shall be chargeable on the following items:

(a) 最初保證金或維持保證金中尚未以現金繳付或存入的任何部份；及／或
any part of the initial or maintenance Margin not paid or deposited in the form of cash; and/or

(b) 應付予上志而未付的任何款項。
any amount due to ASPIRE and remain outstanding.

10.3 本條款的規定，不應理解為上志須向客戶提供上述墊款的義務，亦無損於上志按本協議、各合約或根據法律、衡平法或慣例向客戶或任何其他人士行使的權利及可索取的補償。
Nothing herein contained shall be construed as binding ASPIRE to make any advance to the Client as aforesaid nor shall prejudice any of the rights and remedies which ASPIRE may have against the Client or any other persons under this Agreement, the contracts or otherwise conferred by law, equity or usage.

11. 佣金及支出 Commissions and Expenses

11.1 客戶須應上志要求，並依照上志不時向其發出之通知所載收費率，向上志支付有關於戶口內購入、出售及其他交易或服務之佣金，同時亦須支付關於或關係戶口或戶口內任何交易或服務之所有印花稅、銀行收費、轉讓費用、利息、保管費用及其他開支。
The Client shall on any demand made by ASPIRE pay ASPIRE commissions on purchases, sales and other transactions or services for the Account at such rate as ASPIRE may form time to time have notified him, together with all stamp duties, bank charges, transfer fees, interest, custodian fees and other expenses in respect of or connected with the Account or any transaction or services thereof or any Precious Metals therein.

11.2 客戶與上志之間或由上志代表客戶完成之所有交易乃基於上志及任何有關經紀有權憑交易中收取佣金及／或回扣。
All transactions between the Client and ASPIRE or by ASPIRE acting on behalf of the Client are concluded on the understanding that ASPIRE and any broker concerned are entitled to receive commissions and/or rebates in the transaction.

11.3 上志將有權行使其絕對酌情權，按照本協議條款並受其條件約束，索取、接受及保留任何為客戶與任何人士完成之任何交易之有關利益，包括為此等交易而收取之任何佣金、回扣或類似費用，以及經紀或其他代理人向其客戶收取之標準佣金內回扣之金錢。上志亦可以行使其絕對酌情權，按照本協議條款及受其條件約束，提供就客戶與任何人士完成之任何交易之有關利益，當中包括與佣金有關之任何利益或跟該等交易有關之類似費用。
ASPIRE shall, at its absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any commissions, rebates or similar payments received in connection therewith, and rebates form standard commissions charged by brokers or other agents to their clients. ASPIRE shall also, at its absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person or the Client pursuant to the terms and subject to the conditions of this Agreement, including any benefit relating to commissions or similar payments in connection therewith.

12. 利息 Interest

受第10.1條所規範，客戶承諾隨時接受上志不時規定之該等利率及就任何虧欠額或因任何理由而欠下上志之任何債務，向上志支付利息。該等利息按日息計算，並且必須於每個公曆月最後一天或應上志要求支付。
Subject to clause 10.1, the Client undertakes to pay interest to ASPIRE in respect of any deficit or any amount otherwise owing to ASPIRE at any time at such rate as may be specified from time to time by ASPIRE. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by ASPIRE.

13. 外幣交易 Foreign Currency Transactions

13.1 戶口必須以港元或上志不時同意之其他貨幣為單位，倘若客戶指示上志以港幣以外之其他貨幣進行貴金屬合約之任何買賣，則客戶必須獨自承擔由有關貨幣兌換率波動而導致之任何收益或損失。上志可按其全權決定之形式和時間對貨幣作出任何兌換，以實行其根據本協議而採取之任何行動或步驟。

The Account shall be in Hong Kong Dollars or such other currencies as ASPIRE may agree from time to time and in the event that the Client instructs ASPIRE to effect any sale or purchase of Precious Metals in a currency other than Hong Kong Dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for the account of the Client solely. Any conversion from one currency into another required to be made for performing any action or step taken by ASPIRE under this Agreement may be effected by ASPIRE in such manner and at such time as it may in its absolute discretion decide.

13.2 倘若客戶以港幣以外之其他貨幣支付上志，當上志收到該等款項時，該等款項必須為可供自由轉讓和即時應用之款項，並已經清繳任何稅項、收費或任何性質之開支。

All payments to be made by the Client to ASPIRE in a currency other than Hong Kong Dollars shall be freely transferable and in immediately available funds clear of any taxes, charges or payment of any nature when received by ASPIRE.

14. 通知、成交確認書和結單 Notices, Confirmations and Statements

14.1 送交客戶之報告、成交確認書、戶口的結單、通知書及任何其他通訊，可按該客戶（該客戶開立之戶口如屬聯名戶口且未有提名主理人者，則此處乃指「貴金屬交易戶口開立表格」中之首名人士）在「貴金屬交易戶口開立表格」所載之地址、電話號碼、圖文傳真號碼或電郵地址送交該客戶或以客戶其後書面通知上志的地址、電話號碼、圖文傳真號碼或電郵地址送交；所有通訊不論以郵遞、電話、圖文傳真、電郵、信差或其他方式傳遞，一經電話發出、電郵、投寄或經傳遞機構收妥後，不論該客戶實際收到與否，均視作已送達論。

Reports, confirmations, statements of the Client's Account, notices and any other communications may be transmitted to the Client (who, in case of a joint account without nominating a person therefor, will be deemed for these purposes to be the Client whose name first appears in the "Precious Metals Trading Account Opening Form") at the address, telephone number, fax number or email address given in the "Precious Metals Trading Account Opening Form" or at such other address, telephone number, fax number or email address as the Client hereafter shall notify ASPIRE in writing; and all communications so transmitted, whether by mail, telephone, fax, email, messenger or otherwise, shall be deemed transmitted when telephoned, emailed, deposited in the mail, or when received by a transmitting agent, whether actually received by the Client or not.

14.2 上志執行客戶買賣指示後所發出之成交確認書，及向客戶發出之戶口結單均具決定性，而按照「貴金屬交易戶口開立表格」所載地址（或由上志以書面通知之其他地址）經郵遞或其他方式發出後兩天內，如客戶仍未以書面向上志提出反對，即視作客戶已接納論。

Confirmations of the execution of the Client's orders and statements of the Client's Accounts shall be conclusive and deemed to be accepted if not objected to in writing by the Client directed to the address stated in the "Precious Metals Trading Account Opening Form" (or such other address communicated in writing by ASPIRE) within 2 days after transmittal thereof to the Client, by mail or otherwise.

14.3 倘上志根據本協議向客戶發出之任何通知或其他通訊（包括但不限於成交確認書及戶口的結單）透過電子郵件或其他方式以電子設備發出，則該訊息於傳送後即被視作已向客戶發出或作出。

Any notice or other communications including, but not limited to, written confirmation and statements of the Client's Account given to the Client by ASPIRE under this Agreement if by email or other electronic devices shall be deemed made or given upon transmission of the message by ASPIRE.

15. 聯名戶口 Joint Account

15.1 倘客戶包括多於一位人士：

Where the Client consists of more than one person:

(a) 各人之法律責任和義務均屬共同及個別，而提及客戶者，依內文要求，必須理解為指稱他們任何一位或每一位而言；
the liability and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of them;

(b) 上志有權但無義務按照彼等任何一位之指示或請求行事；
ASPIRE shall be entitled to, but shall not be obliged to, act on instructions or requests from any of them;

(c) 即使任何本須受約束之其他客戶或其他人士由於種種原因未被約束，客戶之每一位仍須受約束；及
each of them shall be bound even though any other Client or any other person intended to be bound is not, for whatever reason, so bound; and

(d) 上志有權個別地與客戶中任何人士處理任何事情，包括在任何程度上解除任何法律責任，惟不影響其他任何人士之法律責任。
ASPIRE shall be entitled to deal separately with any of the Client on any matter including the discharge of any liability to any extent without affecting the liability of any others.

15.2 倘若客戶包括多於一位人士，任何該等人士身故（其他該等人士仍存活）不會終止本協議，身故者在戶口內之權益將轉歸該（等）存活人士名下， 惟上志有權就該已身故客戶之遺產強制執行由已身故客戶承擔之任何法律責任。該（等）存活人士中任何人士在獲悉上述任何死訊後，必須立即以書面通知上志。

Where the Client consists of more than one person, on the death of any of such persons (being survived by any other such persons), this Agreement shall not be terminated and the interest in the Account of the deceased thereupon vest in and enure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall be enforceable by ASPIRE against such decreased Client's estate. The surviving Client(s) shall give ASPIRE such decreased Client's estate. The surviving Client(s) shall give ASPIRE written notice immediately upon any of them becoming aware of any such death.

16. 利益衝突 Conflict of Interest

16.1 上志及其董事、高級職員或僱員均可為其本人（等）或為任何集團公司經營買賣交易，惟必須受任何適用法規之規定所規範。

ASPIRE and its directors, officers or employees may trade on its/their own account or on the account of any group company subject to any applicable regulatory requirements.

16.2 不論上志為其本身或代其他客戶之指令進行配對，上志可買賣、持有或交易任何貴金屬或持與客戶指令相反之立場。

ASPIRE may buy, sell, hold or deal in any Precious Metals or take the opposite position to the Client's order whether it is on ASPIRE's own account or on behalf of its other clients.

16.3 上志可以客戶之指令為主線進行交易，並可與其他客戶之指令進行配對。

ASPIRE may effect transactions with the Client as principal and may match the Client's orders with those of other clients.

16.4 即使上志或任何集團公司持有未完成貴金屬合約盤，上志仍然可進行貴金屬合約之交易。

ASPIRE may effect transactions in Precious Metals where ASPIRE or any group company has a position in the Precious Metals.

16.5 就上述任何事件，上志毋須為獲取任何利益或好處作出解釋。

In any of the above-mentioned events, ASPIRE shall not be obliged to account for any profits or benefits obtained.

17. 交叉交易的同意 Cross Trade Consent

客戶在此承認並同意下述情況有可能出現，即與上志相關的某一營業人員、董事、關聯機構、關聯人、僱員、銀行或銀行僱員、交易商及上志本身可能是客戶戶口所進行的交易的對手經紀人或委託人。客戶在此同意此等交易，但受到有關執行買賣訂單的銀行、機構、交易所或交易委員會的任何可能的條例或規定的條件所限制，或受到其他監管機構的任何可能的規定條件所限制。

The Client hereby acknowledges and agrees that a situation may arise whereby an officer, director, affiliate, associate, employee, bank, bank employee or dealer associated with ASPIRE, or ASPIRE itself, may be the opposing principal or broker for a trade entered for the Client's Account. The Client hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the rules or regulations of any bank, institutions, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations of any other regulatory authority.

18. 不履行合約 Event of Default

18.1 為執行本協議及進行任何貴金屬買賣，下列任何事項均足以構成不履行合約事件：－
For the purposes of this Agreement and for any trading in Precious Metals, any of the following events shall constitute an event of default:–

(a) 客戶延遲或未能遵守本協議的條款及條件或任何交易合約的條款。
Any delay or default by the Client in complying with the terms and conditions hereunder or under the terms of any trading contract.

(b) 如客戶為個人或商號，則客戶或其任何合夥人：－
In the case of an individual Client or a Client's firm, the Client or any of its constituent partners:–

(i) 逝世；
dying;

(ii) 作出破產行為或遭他人申請其破產；及／或
committing any act of bankruptcy, or a petition for bankruptcy having been filed against him; and/or

(iii) 神經失常或喪失訂立協議或合約的充份資格。
becoming insane or otherwise losing his full capacity to enter into agreements or contracts in general.

(c) 如客戶為公司，則客戶本身結束營業或清盤，或發生任何可能導致結束營業或清盤的事件、決議、會議、申請或命令。
In the case of a corporate Client, the winding-up or liquidation of the Client or any event, resolution, meeting, petition or order which may lead to such winding-up or liquidation.

(d) 對於所有客戶而言：－
In the case of all clients:–

(i) 客戶的任何資產遭他人所委任的接管人予以接管，或遭受任何扣押或執行；
the appointments of a receiver over any of the Client's assets or the Client suffering any levy or execution thereon;

(ii) 客戶任何債項應償還或到期時，客戶基於任何原因未能或不復予以清償；及／或
the Client shall for any reason fail or cease to pay any of his debts as and when they fall due or mature; and/or

(iii) 客戶與債權人之間建議或執行任何協議。
there has been proposed or implemented any scheme of arrangements between the Client and his creditors.

18.2 在發生任何不履行合約事件時，上志享有的所有權利及補償即自動變成可以行使，而毋須向客戶發出任何通知。此等權利及補償包括但不限於出售抵押品、抵銷及合併戶口、取消尚未執行合約或其他任何以客戶名義作出的承諾、買賣任何為客戶持有的貴金屬頭寸、將未平倉的合約平倉、自客戶戶口中調撥或出售貴金屬的一切權力及用上志代客戶保存或控制的資金或財產來抵償客戶直接或因提供擔保而對上志負有的債務。
Upon the happening of any event of default, all the rights and remedies of ASPIRE shall automatically become exercisable without the need of any notice being given to the Client, including but not limited to all powers of sale of collaterals, set-off and consolidation of Account, cancellation of unperformed contracts or any other commitments made on behalf of Client, sell any or purchase any or all precious metals positions held or carried for the Client, settlement of unliquidated contracts, appropriation of Precious Metals from the Client's Account or sale thereof and satisfy any obligation Client may have to ASPIRE, either directly or by way of guaranty or suretyship, out of any of the Client's funds or property in ASPIRE's custody or control.

上志在行使上述權利及補償時導致客戶的任何損失或損害，除非是由於上志處理失當或其嚴重過失所致，否則上志一概毋須負責。
ASPIRE shall in no way be liable for any Client's loss or damage arising from the exercises of any of its rights and remedies as aforesaid save where such loss or damage arises from the misconduct or gross negligence on the part of ASPIRE.

19. 終止 Termination

19.1 在不損害第18條規定之前提下，本協議將繼續有效，直至本協議中任何一方事先向另一方發出不少於七(7)個營業日之書面通知，以終止本協議。
Without prejudice to party hereto clause 18, this Agreement shall continue in effect until terminated by either party hereto given not less than seven (7) Business Days prior written notice to the other.

19.2 客戶根據第19.1條發出之終止通知將不影響上志在實際接獲通知前根據本協議訂立之任何交易。
Service of notice of termination by the Client pursuant to clause 19.1 shall not affect any transaction entered into by ASPIRE pursuant to this Agreement before the notice has actually been received by ASPIRE.

19.3 終止本協議將不影響任何可能已產生但仍未履行之指令或任何法律權利或責任。
Termination of this Agreement shall not affect any outstanding orders or any legal rights or obligations which may already have arisen.

19.4 即使第19.1條有所規定，倘若客戶仍然持有未平倉合約或仍有未履行之法律責任或義務，則客戶無權終止本協議。
Notwithstanding clause 19.1, the Client shall have no right to terminate this Agreement if the Client has open positions or outstanding liabilities or obligations.

20. 不保證盈利或限制損失 No Guarantees of Profits or Limited Losses

客戶保證及聲明其未有與任何上志僱員或代理人就上志戶口的交易簽訂任何單獨協議，包括任何保證其戶口盈利或限制損失的協議，客戶同意其有責任以書面形式立即告知上志任何此類協議。此外，客戶同意如因任何人士作出的任何有關交易戶口的聲明有異於客戶從上志獲得的表述，客戶同意以書面形式提請上志的注意。客戶理解其必須在執行每項交易之前給予授權，除非客戶通過簽訂上志的授權書將權限授予另一人士；且任何有爭議的交易必須根據本協議書所須的通知要求提請上志注意。如果因客戶未能及時通知上志任何爭議所造成的損害或債務，客戶同意賠償上志以使其不受損害。本條款下的通知需要送往上志的辦事處。

The Client warrants and represents that the Client has no separate agreement with any the employee or agent of ASPIRE regarding the trading in the Client's ASPIRE Account, including any agreement to guarantee profits or limit losses in Client's Account. The Client agrees that Client is under an obligation to notify ASPIRE immediately in writing as to any agreement of this type. Further, Client agrees that any representations made by anyone concerning Client's Account that differ from any statements Client receives from ASPIRE must be brought to the attention of ASPIRE immediately in writing. Client understands that Client must authorize every transaction prior to its execution unless Client has delegated authority to another party by signing ASPIRE's power of attorney, and any disputed transactions must be brought to the attention of ASPIRE pursuant to the notice requirements of this Agreement. Client agrees to indemnify and hold ASPIRE harmless from all damages or liability resulting from Client's failure to immediately notify ASPIRE of any of the occurrences referred to herein. All notices required under this clause shall be sent to ASPIRE at its office.

21. 法律責任和彌償 Liabilities and Indemnities

21.1 上志、其任何董事、僱員或代理人在法律上對客戶因以下事件而蒙受之任何損失、開支或損害概不負責（不論疏忽或其他責任）：
Neither ASPIRE nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Client as a result of:

(a) 上志遵照或依賴客戶發出之任何指示，即使客戶在聽取上志或其任何董事、僱員或代理人之推薦建議、忠告或意見後發出該等指示；
ASPIRE acting or relying on any instruction given by the Client whether or not such instruction was given following any recommendation, advice or opinion given by ASPIRE or by any of its directors, employees or agents;

(b) 出現不受上志、其董事、高級職員、僱員及代理人合理控制或預期之狀況或情況，這包括但並不限於通訊中斷、通訊設備故障、失靈或障礙所引致之任何買賣指示傳送延誤、電子或機械設備、電話故障或其他連接問題、未獲授權而使用接通代碼、市場持續急劇變化、政府機構或交易所之行動、盜竊、戰爭（ 不論宣戰與否）、惡劣天氣、地震以及罷工；
Any condition or circumstances which are beyond the reasonable control of ASPIRE, its directors, officers, employees and agents, including but not limited to any delays in the transmission of orders due to disruption, breakdown, failure or malfunction of transmission of communication facilities, failure of electronic or mechanical equipment, telephone or other interconnection problems, unauthorised use of Access Code, prevailing fast market conditions, governmental authorities or exchange actions, theft, war (whether declared or not), severe weather, earthquakes and strikes;

(c) 上志行使、被禁止行使或延遲行使本協議條款授予之任何或全部權利；及／或
ASPIRE exercising or refraining from exercising or delaying the exercise of any or all of its rights conferred by the terms of this Agreement; and/or

(d) 根據、關於或出於本協議而將某一種貨幣兌換為另一種貨幣。
Any conversion of one currency to another pursuant to, in relation to or arising from this Agreement.

21.2 在不規限上文第21.1條概括性之前提下，上志、任何其董事、僱員或代理人因客戶蒙受之任何損失、開支或損害概不負責（不管是疏忽或其他責任），即出於或指稱出於或涉及電子服務之不便、延遲或運作失靈，或上志執行客戶向其發出之任何指示有所延遲或指稱延遲或未能執行上述指示所產生之損失、開支或損害，即使上志曾獲勸告可能將出現上述損失或損害。
Without limiting the generality of clause 21.1 above, neither ASPIRE nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Client arising out of or alleged to arise out of or in connection with any inconvenience, delay or loss of use of the electronic services or any delay or alleged delay in acting or any failure to act on any instruction given by the Client to ASPIRE, even if ASPIRE has been advised of the possibility of such loss or damage.

21.3 客戶承諾，就任何由於或關於上志以客戶代理人身份進行之任何交易或由於上志依照本協議條款或客戶之任何指示傳達之意願作出或未有作出之事情而引致上志可能直接或間接蒙受或承擔之任何費用、索償、要求、損害和開支，彌償並確保上志獲得彌償。客戶亦同意即時向上志支付因強制執行本協議任何條款而招致之所有賠償、費用和開支（根據全數彌償基準計算之法律費用）。
The Client undertakes to indemnify and keep indemnified ASPIRE in respect of any costs, claims, demands damages and expenses whatsoever which may be reasonably and properly suffered or incurred by ASPIRE directly or indirectly arising out of or in connection with any transaction entered into by ASPIRE as agent on behalf of the Client or otherwise whatsoever or howsoever arising out of anything done or omitted to be done by ASPIRE in accordance with the terms of this Agreement or pursuant to any Client's instruction or communication. The Client also agrees to pay promptly to ASPIRE, on demand, all damages, costs and expenses (including legal expenses on a full indemnity basis) reasonably and properly incurred by ASPIRE on the enforcement of any of the provisions of this Agreement.

21.4 客戶承諾，就任何由於或關於客戶因違反其根據本協議須承擔之責任而引致之損失、費用、索償、法律責任或開支、彌償並確保上志及其高級僱員、僱員和代理人獲得彌償，當中包括上志為追討任何客戶尚欠上志之債務或關於結束戶口而承擔之任何合理和必須費用。
The Client undertakes to indemnify and keep indemnified ASPIRE and its officers, employees and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of its obligations hereunder, including any costs reasonably and necessarily incurred by ASPIRE in collecting any debts due to ASPIRE or in connection with the closure of the Account.

22. 網上貴金屬買賣服務 Precious Metals Internet Trading Services

22.1 如因任何原因以致客戶未能透過網絡設施發出買賣指令，客戶可以就上志不時提供予客戶之電話號碼致電上志發出指令。
If for any reasons the Client cannot give sale and/or purchase orders via the Web Facility, the Client is entitled to place order by telephoning ASPIRE at a designated telephone number provided by ASPIRE from time to time.

22.2 對於因通訊設施失靈或故障、任何其他原因或上志不可合理控制或預期之原因而導致交易指示傳遞延誤，上志概不負責。
ASPIRE will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission of communication facilities, or any other cause or causes beyond the reasonable control or anticipation of ASPIRE.

22.3 客戶同意，他是唯一經授權的網絡設施使用者。客戶對接通代碼的保密性，安全性及其使用獨自承擔全部的責任。
The Client agrees that he shall be the only authorized user of the Web Facility. The Client shall be wholly and solely responsible for the confidentiality, security and use of the Access Code.

22.4 客戶承諾並同意，他對使用接通代碼通過網絡設施輸入的所有指示獨自承擔全部責任（不論是不是經過他的授權，並且也不論該指令是不是由上志，其任何經理或僱員在客戶的明確要求下輸入）。上志和其任何經理，僱員或代理人都不對該指令的處理，錯誤處理或損失承擔任何責任。上志一旦要求，客戶應就透過網絡設施輸入的任何指令而導致上志或會承擔或遭受的損失，損害，成本，支出和責任向上志進行補償。
The Client acknowledges and agrees that he shall be wholly and solely responsible for all instructions entered through the Web Facility using the Access Code (whether authorized by him or not, and whether or not the instructions were entered by ASPIRE or any of its officers or employees at the Client's express request). Neither ASPIRE nor any of its officers, employees or agents shall incur any liability for the handling, mishandling or loss of any instruction. The Client shall indemnify ASPIRE upon demand against any loss, damage, costs, disbursements and liabilities that ASPIRE may incur or suffer as a result of any instructions entered through the Web Facility.

22.5 客戶進一步承諾並同意，作為使用網絡設施發出指令的條件，客戶應立即通知上志，如果：
The Client further acknowledges and agrees that, as a condition of using the Web Facility to give instructions, the Client shall immediately notify ASPIRE if:

(a) 已經通知網絡設施發出指令，但他沒有收到準確的書面確認；
an instruction has been placed through the Web Facility and he has not received an accurate written acknowledgement;

(b) 他收到他並沒有發出交易指令的書面確認或存在類似的衝突；
he has received a written acknowledgement of a transaction which he did not instruct or any similar conflict;

(c) 他察覺其接通代碼被任何未經授權使用；及／或
he becomes aware of any unauthorized use of his Access Code; and/or

(d) 他使用網絡設施出現困難。
he has difficulties with regard to the use of the Web Facility.

22.6 客戶同意支付上志就該網絡設施向其收取的任何費用。
The Client agrees to pay any fees that ASPIRE may charge him for the Web Facility.

22.7 客戶明確同意，上志可以通過網絡設施跟客戶聯絡或向其發出通知，並且該通知或聯絡在上志傳送的時候被認為已經由客戶收取。在沒有限制上述內容普遍性的情況下，客戶在此同意上志存放客戶戶口資訊和交易確認於網絡設施上，包括但不限於，買賣單據，戶口結單，並取代通過郵件或電子郵件把該資訊傳遞給客戶。
The Client expressly agrees that ASPIRE may communicate with or give notice to the Client through the Web Facility and that any such notice or communication shall be deemed to have been received by the Client at the time of transmission by ASPIRE. Without limiting the generality of the foregoing, the Client hereby consents to ASPIRE making the Client's account information and trade confirmations, including without limitation, contract notes and statements of account, available on the Web Facility in lieu of having such information delivered to the Client via mail or email.

22.8 客戶承諾並同意，上志可以按照處理本協議中其他關於客戶或其戶口的資料的方法，以相同的程度來處理客戶的電子聯絡。
The Client acknowledges and agrees that ASPIRE may treat the Client's electronic communications to the same extent ASPIRE may treat other information about him or relating to his Account as provided elsewhere in this Agreement.

22.9 客戶理解並接受，上志可以在任何時候，按照其獨自或絕對的酌情權，在沒有給予客戶事先通知的情況下，中止、禁止、限制或停止客戶使用網絡設施。上志關閉客戶的戶口不會影響到雙方在戶口關閉前所發生的權利和／或義務。
The Client understands and accepts that ASPIRE may at any time in its sole and absolute discretion and without prior notice to the Client, suspend, prohibit, restrict or terminate the Client's access to the Web Facility. The closing of the Client's Account by ASPIRE will not affect the rights and/or obligations of either party incurred prior to the date the Account is closed.

22.10 上志不應被視為已收到客戶的指令，除非或直至客戶收到上志的書面確認。
ASPIRE shall not be deemed to have received the Client's instruction unless and until the Client is in receipt of ASPIRE's written acknowledgement.

22.11 客戶同意在輸入網絡設施前對每一項指令進行核實，因為可能無法撤銷已經發出的指令。客戶可以書面形式請求取消或修改其指令，但上志沒有義務接受任何該類請求。客戶承諾，一項指令只可以在其被執行前取消或修改。
The Client agrees to review every instruction before entering it into the Web Facility as it may not be possible to cancel his instruction once given. The Client may request in writing to cancel or amend his instruction but ASPIRE is not obligated to accept any such request. The Client acknowledges that an instruction may be cancelled or amended only before execution.

22.12 當透過網絡設施接獲客戶的指示時，
When instruction is received through the Web Facility from the Client,

(a) 上志將在接收指令那刻，按照網絡設施上的報價執行該項指令；或
ASPIRE shall execute such instruction at the price quoted in the Web Facility at the exact point in time that such instruction is received by ASPIRE; or

(b) 在客戶指定價格的情況下，一旦網絡設施上的報價達到或越過該指定價格，上志將立即執行該項指令，執行價格將是網絡設施在那刻的報價，有可能異於指定價格。
where the Client has specified a price, ASPIRE shall execute such instruction immediately once the price quoted in the Web Facility has reached or passed the specified price, and the execution price will be the price quoted in the Web Facility at that exact point in time, which may not be identical to or may be worse than the specified price.

22.13 客戶承諾並同意，上志是網絡設施的擁有人。客戶不會試圖竄改，修改、掩飾、仿製、損害、毀壞，或以其他任何方式更改網絡設施，或對其再授權，和試圖取得對網絡設施未經授權的登錄，或在服務之外以任何其他方式使用網絡設施。客戶承諾，如果他察覺到任何人正在作出此款所述的任何行為，他將立即通知上志。
The Client acknowledges and agrees that ASPIRE is the owner of the Web Facility. The Client shall not attempt to tamper with, modify, dissemble, reverse engineer, damage, destroy or otherwise alter in any way or sub-license, and shall not attempt to gain unauthorized access to the Web Facility or use the Web Facility in any way other than as Web Facility. The Client undertakes to notify ASPIRE immediately if he becomes aware that any of the actions described above in this clause is being perpetrated by any other person.

22.14 客戶同意，他不會出讓、轉讓、或再授權其於本協議條款下的全部或部份權利。
The Client agrees that he shall not assign, transfer or sub-license all or any part of his rights under the provisions of this Agreement.

22.15 客戶須允許上志或上志書面授權的任何人於經上志的書面要求後，為了本協議規定之有關合法目的，對客戶的營業場所或記錄立即進行檢查，包括但不限於為核實客戶並沒有違反此裡任何有關使用網絡設施的條款。
The Client shall allow ASPIRE or any person authorized by ASPIRE in writing to, upon receiving its written request, inspect promptly thereafter the premises and records of the Client for any lawful purpose in connection with the provisions of this Agreement including but not limited to the purpose of satisfying itself that the Client is not using the Web Facility contrary to any provision contained herein.

22.16 客戶承諾並同意，網絡設施是在"現況"的基礎上向其提供的，使用該網絡設施完全由他獨自承擔風險。客戶接受，上志不會作出和網絡設施相關的任何明確或默示的擔保（包括通過網絡設施提供資訊，和不論此處所包含的價格是不是反映了市場一般情況），包括但不限於未有侵犯第三方的權利或商售性或適合任何特定的目的或用途。
The Client acknowledges and agrees that the Web Facility is provided to him on an "as is" basis and that the use of the Web Facility is at his sole risk. The Client accepts that ASPIRE does not make any warranty of any kind whatsoever relating to the Web Facility (including any information furnished through the Web Facility and whether prices contained therein are reflective of the markets generally), express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use.

22.17 客戶理解，上志對網絡設施上的資訊沒有保證其及時性，順序性、準確性、連續性、快速性或完整性，也不能推定出上志建議或批准其中所提供的資訊。
The Client understands that ASPIRE does not guarantee the timeliness, sequence, accuracy, continuity, promptness or completeness of the information in the Web Facility and no recommendation or endorsement from ASPIRE shall be inferred from the information provided therein.

22.18 客戶同意上志和其任何經理，僱員和代理人對任何損失不承擔責任或具有任何責任。
The Client agrees that ASPIRE and any of its officers, employees, agents shall not be liable for any loss or have any responsibility:

(a) 對於登錄或使用，或不能登錄或使用網上買賣服務所造成的任何種類的損害，不論是直接的、間接的、特別的、後續性的、或事故性的，包括但不限於作為、不作為、過失、延遲或網絡設施中斷所造成的損害，甚至如果上志、其經理、僱員和／或代理人已經得到該損害或損失可能性的通知；
for damages of any kind, whether direct, indirect, special, consequential or incidental, resulting from access or use of, or inability to access or use of, the Internet Trading Service, including without limitation damage resulting from the act, omission, mistake, delay or interruption of the Web Facility, even if ASPIRE, its officers, employees and/or agents have been advised of the possibility of such damages or losses;

(b) 對於上志、其經理、僱員和／或代理人無法控制的原因所造成的損害，包括但不限於任何政府的限制，交易的中止，電子或機械設備或通訊線路，電話的故障或其他內部連接的問題，電腦硬件或軟件的不相容，登錄網絡設施的失敗或無效，與客戶電腦相關的其他設備或服務的問題；及／或
for damages resulting from a cause over which ASPIRE, its officers, employees and/or agents do not have control, including but not limited to any government restriction, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, incompatibility of computer hardware or software, failure or unavailability of access to the Web Facility, problems with other equipment or services relating to the Client's computer; and/or

(c) 電力故障，資料傳輸設施的問題，未經授權的登錄、偷竊、火災、戰爭、罷工、民間騷亂，恐怖行為或其威脅，自然災害或勞工糾紛。
power failure, problems with data transmission facilities, unauthorized access, theft, fire, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labour disputes.

22.19 如客戶於香港以外地區透過網上買賣服務發出任何指示，客戶同意確保及聲明在有關司法權管轄區發出指示時會遵守該司法權管轄區任何適用之法律。客戶進一步同意如出現疑問將徵詢有關司法權管轄區法律顧問之意見。客戶同意支付就有關任何指示可能須繳付之稅項或收費，上志並不須就該等費用負上任何責任。
If the Client places any instructions with ASPIRE outside Hong Kong via the Internet Trading Service, the Client agrees to ensure and represent that such instructions will have been given in compliance with any applicable law of the relevant jurisdiction from which the Client's instructions are given. The Client further agrees that it will, when, in doubt, consult legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any instructions and that ASPIRE shall not be liable for any of such costs.

22.20 若發生任何爭議，客戶同意以上志的記錄（包括電子記錄）為準。
In the event of any dispute, the Client agrees that the records of ASPIRE (including electronic records) shall prevail.

22.21 責任和賠償的限制 Limitation of Liability and Indemnification

22.21.1 上志、其業務代理、以及資訊供應者對由於難以合理控制的情況而使客戶遭受的任何損失、開支、費用或責任概不負責，這些情況包括但不限於：
ASPIRE, its correspondent agents and the information providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including, without limitation:

(i) 任何不在上志合理控制範圍內的原因（包括但不限於通訊設施的故障或失靈或任何通訊中斷、延誤、訛誤或截斷），而導致傳送、接收或執行的指示有所錯誤、延誤或失敗；
inaccuracies, delays or failure in the transmission, receipt or execution of instructions or communications due to any cause not under ASPIRE's reasonable control, including but not limited to a breakdown or failure of communication facilities or any interruption, delay, corruption or interception of such information;

(ii) 由上志或其資訊供應者所提供的市場研究、分析、市場數據以及其他資訊的延誤、不準確、遺漏或缺乏；
delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information provided by ASPIRE or its information providers;

(iii) 未經授權下進入通訊系統，包括未經授權下使用客戶的登入號碼、密碼、和／或戶口號碼；及
unauthorized access to communications systems, including unauthorized use of the Client Login ID, Password(s) and/or Account numbers; and

(iv) 戰爭或軍事行動、政府的限制、勞資糾紛或任何市場或交易所的正常交易被關閉或中斷、惡劣的天氣情況及天災。
war or military actions, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.

22.21.2 客戶同意，如客戶違反了本協議、適用的法例或規例、或任何第三方的權利，包括但不限於對任何版權的侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯，而使上志、其業務代理及資訊供應者遭受的任何或所有索償、損失、責任、開支和費用（包括但不限於律師費），客戶將就此作出賠償，及保證上志、其業務代理及資訊供應者不會因此而招致任何損失。即使終止本協議，客戶在此的責任將仍然有效。
The Client agrees to defend, indemnify and hold ASPIRE, its corresponding agents and the information providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of this Agreement, applicable laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.

22.21.3 客戶接受，儘管上志將盡力確保所提供的資訊的準確性和可靠性，上志並不能絕對保證這些資訊準確和可靠，及對由於資訊出現任何不準確或遺漏而導致客戶遭受的任何損失或損害，上志概不承擔責任（無論是在民事過失、合約或其他）。
The Client accepts that while ASPIRE endeavours to ensure the accuracy and reliability of the information provided, ASPIRE does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omission.

22.22 同意透過電子傳輸交易確認及結單 Consent to Electronic Transmission of Confirmations and Account Statements

客戶在此同意，作為郵寄和電子郵件的替代，客戶的戶口資訊與交易確認可經由上志網上交易平台提供－客戶將通過上志網上交易平台登入戶口查詢其戶口資訊。上志將公佈客戶的所有戶口活動，客戶將可以獲得每項已執行的交易報告（結單）。在客戶的網上戶口公佈其戶口資訊將被視作遞交了交易確認和結單，客戶可以在任何時候以書面方式通知上志終止本項同意。
The Client hereby consents to have Client's Account information and trade confirmations available on the ASPIRE platform in lieu of having such information delivered to Client via mail or email. Client will be able to access Account information via the ASPIRE platform using Client's Account login information to access the Account. ASPIRE will post all of Client's Account activity and Client will be able to generate report of each executed trade (statements). Posting of Account information on Client's online Account will be deemed delivery of confirmation and Account statements. Client may revoke this consent at any time upon written notice to ASPIRE.

22.23 網上買賣服務之終止 Termination of Internet Trading Service

22.23.1 上志保留權利，並有絕對酌情權而無需通知及不受限制地，於任何原因終止客戶接達網上買賣服務或其任何部份，包括但不限於未經授權下使用客戶的登入號 碼、密碼、和／或戶口號碼、客戶違反本協議、上志未能繼續從任何資訊供應者獲得任何資訊、或上志與資訊供應者之間的一個或多個協議被終止。
ASPIRE reserves the right to terminate the Client's access to the Internet Trading Service or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Login ID, Password(s) and/or Account number(s), breach of this Agreement by the Client, discontinuance of ASPIRE's access to any information from any information provider or termination of one or more agreements between ASPIRE and the information providers.

22.23.2 若上志終止網上買賣服務，資訊供應者及上志將無需向客戶承擔任何責任。
In the event of termination of the Internet Trading Service by ASPIRE, the information providers and ASPIRE shall have no liability to the Client.

23. 關於個人資料（私穩）條例（「私穩條例」）及2012年個人資料（私隱）（修訂）條例（「私隱修訂條例」）的客戶通知 Circular to Clients relating to The Personal Data (Privacy) Ordinance ("the Ordinance") and Personal Data (Privacy) (Amendment) Ordinance 2012 ("Amendment Ordinance")

在符合私隱修訂條例的規定下Subject to the Amendment Ordinance:

23.1 客戶在申請開立戶口、延續戶口及建立或延續財務信貸便利服務時，要不時向上志提供有關的資料。
From time to time, it is necessary for clients to supply ASPIRE with data in connection with the opening or continuation of Accounts and the establishment or continuation of credit facilities.

23.2 若未能向上志提供所需資料會導致上志無法開立或延續戶口或延續財務信貸便利服務。
Failure to supply such data may result in ASPIRE being unable to open or continue Accounts or establish or continue credit facilities.

23.3 在客戶與上志的正常業務往來過程中，上志亦會收集客戶的資料。
It is also the case that data are collected from clients in the ordinary course of the business relationship.

23.4 客戶的資料將可能會用於下列用途：
The purposes for which data relating to a client may be used are as follows:

(a) 為提供服務和信貸便利給客戶之日常運作；
the daily operation of the services and credit facilities provided to clients;

(b) 作信貸檢查；
conducting credit checks;

(c) 協助其他金融機構作信貸檢查；
assisting other financial institutions to conduct credit checks;

(d) 確保客戶的信貸維持良好；
ensuring ongoing credit worthiness of clients;

(e) 為客戶設計信貸服務或有關產品；
designing credit facilities services or related products for clients' use;

(f) 確定上志對客戶或客戶對上志的債務；
determining the amount of indebtedness owed to or by clients;

(g) 向客戶及為客戶提供擔保或抵押的人士追收欠款；
collection of amounts outstanding from clients and those providing security for clients' obligation;

(h) 根據上志須遵守的規則、條例及法例要求作出披露；及／或
meeting the requirements to make disclosure under the requirements of any rule, regulation or law binding on ASPIRE; and/or

(i) 與上述有關的用途。
purposes relating thereto.

23.5 上志會把客戶的資料保密，但上志可能會把有關資料提供給：
Data held by ASPIRE relating to a client will be kept confidential but ASPIRE may provide such information to:

(a) 任何代理人、承包商，或提供行政、電訊、電腦、支付、或其他和上志業務運作有關的服務之第三者服務供應人；
any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to ASPIRE in connection with the operation of its business;

(b) 上志的任何聯營公司；
any Affiliates of ASPIRE;

(c) 任何對上志有保密責任的人，包括對上志有保密資料承諾的專業人士及代理人（ 包括律師、會計師及信貸管理代理等）；
any other person under a duty of confidentiality to ASPIRE including professionals and agents (including lawyers, accountants and debt collection agents) who have undertaken to keep such information confidential;

(d) 任何和客戶已有交易或計劃有交易的金融機構；
any financial institution with which the client has or proposes to have dealings;

(e) 就上志對客戶的權利而言，任何上志的實際或建議受讓人或參與人或附屬參與人或承轉人；及／或
any actual or proposed assignee of ASPIRE or participant or subparticipant or transferee of ASPIRE's rights in respect of the client; and/or

(f) 任何公司有責任披露該等資料之其他政府或監管機構。
any other governmental or regulatory authorities to which ASPIRE is under a duty to disclose such data.

23.6 上志可將其收集之任何個人資料與香港或海外之政府團體、其他監管機構、公司、機構或個人收集之資料相對、比較、轉移或交換以作為核實有關資料之用途。
ASPIRE may match, compare, transfer or exchange any personal data collected by it with the data collected by government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purposes of verifying those data.

23.7 根據私隱條例及私隱修訂條例中的條款，任何人：
Under and in accordance with the terms of the Ordinance and Amendment Ordinance, any individual:

(a) 有權審查上志是否持有他的資料及有權查閱有關的資料；
has the right to check whether ASPIRE holds data about him and the right of access to such data;

(b) 有權要求上志改正有關他不準確的資料；
has the right to require ASPIRE to correct any data relating to him which is inaccurate;

(c) 有權查悉上志對於資料的政策及實際運用及被告知上志持有關於他的何種個人資料；及
has the right to ascertain ASPIRE's policies and practices in relation to data and to be informed of the kind of personal data held by ASPIRE; and

(d) 如不願意上志使用及／或轉送其個人資料作直接促銷，其可行使拒絕此安排的權利，而且無須就此支付任何費用。
may, without charge, exercise the right to opt-out if he does not wish ASPIRE to use and/or transfer his personal data for use in direct marketing.

23.8 根據私隱條例的規定，上志有權就處理任何查閱資料的要求收取合理費用。
In accordance with the terms of the Ordinance, ASPIRE has the right to charge a reasonable fee for the processing of any data access request.

23.9 任何關於資料查閱或改正資料，或關於資料政策及實際應用或資料種類的要求，應向下列人士提出：
The person to whom requests for access to data or correction of data for information regarding policies and practices and kinds of data held are to be addressed is as follows:

客戶服務部	Customer Services Department
上志國際有限公司	Aspire Global Company Limited
香港	Room 1905-1906, 19/F
軒尼斯道395-399號	Eastern Commercial Centre,
東區商業大廈	395-399 Hennessy Road,
19樓1905-1906室	Hong Kong

24. 可轉讓性 Assignability

本協議之條款約束協議各方之繼承人、受讓人及私人代表（如適用），並使之受益，但是，未經上志事先書面同意，客戶不得轉讓、轉移、質押或以其他方式處置客戶在本協議內之任何權利或義務。上志可將其在本協議內之權利和義務全部或部分地轉讓予任何人士，而事前無須得到客戶之同意或批准。
The provisions of this Agreement shall be binding on and enure to the benefit of the successors, assigns and personal representatives (where applicable) of each party hereto provided that the Client may not assign, transfer, charge or otherwise dispose of any of the Client's rights or obligations hereunder without the prior written consent of ASPIRE. ASPIRE may assign all or a part only of its rights and obligations under this Agreement to any person without the prior consent or approval of the Client.

25. 協議修改 Amendments to the Agreement

客戶理解、確認並同意上志可不時修訂本協議之條款及條件，上志會把這些修改或變更在上志的網站公佈以通知客戶，客戶應定時瀏覽有關條款之修改並同意受此約束。
The Client understands, acknowledges and agrees that ASPIRE may amend or change the terms of this Agreement from time to time. ASPIRE will provide notice to Client of any such amendment or change by posting the same on ASPIRE's website. Client shall be responsible for regularly reviewing these Terms and Conditions for any modifications and agrees to be bound by same.

26. 一般規定 General

26.1 客戶授權上志進行客戶之信貸諮詢或查證，以確定客戶之財政狀況及投資目標。
The Client authorizes ASPIRE to conduct a credit enquiry or check on the Client for the purpose of ascertaining the Client's financial situation and investment objectives.

26.2 本協議之條款將會對上志之承繼人、受讓人及個人代表（如適用）有約束力及利益。上志亦可在未經客戶之事先同意或批准，將本協議之全部或部份之權利或義務授予任何人。此外，上志可隨時將上志追討未償還款項之權力授予上志僱用之收賬公司或代理人。
The provisions of this Agreement shall be binding on and enure to the benefit of ASPIRE's successors, assigns and personal representatives (where applicable). ASPIRE may assign all or only a part of ASPIRE's rights and obligations under this Agreement to any person without the Client's prior consent or approval. Without prejudice to the generality of the foregoing, ASPIRE may at any time assign the outstanding balance of the Account owing to ASPIRE to any contractual credit management organization or collection agent employed by ASPIRE for debt recovery proceeding.

26.3 本協議所載條款及細則概不得使上志須向客戶披露任何其以任何身份代任何其他人士或其本身所進行買賣過程中獲悉之事宜。
Nothing herein contained shall place ASPIRE under any duty to disclose to the Client any fact or thing which comes to its notice in the course of acting in any capacity for any other person or in its own capacity.

26.4 倘上志的業務有重大變更，並且可能影響上志為客戶提供的服務，上志將會通知客戶。
ASPIRE will notify the Client of material changes in respect of ASPIRE's business which may affect its provision of services to the Client.

27. 其他 Miscellaneous

27.1 本協議及其執行，應受中華人民共和國香港特別行政區法律管轄和解釋；條文亦必須持續有效，效力覆蓋客戶在上志開設或重新開設的個別及全部戶口，並對上志、其業權繼承人與承讓人（不論通過合併或其他方式）及客戶的繼承人，遺囑執行人、遺產管理人、遺產承受人、遺產繼承人，法定代表及承讓人具有約束力。客戶茲服從香港特別行政區法院的審判權。如法庭判決本協議某些字眼、句子、條款或段落不能執行或違法，本協議其餘部份仍可執行及合法。
This Agreement and its enforcement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China and its provisions shall be continuous; shall cover individually and collectively all of the Account which the Client may open or re-open with ASPIRE; and shall enure to the benefit of, and bind ASPIRE, ASPIRE's successors and assigns, whether by merger, consolidation or otherwise, as well as the heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Client and the Client hereby submits to the jurisdiction of the court of Hong Kong Special Administrative Region. In the event that certain words, sentences, clauses or paragraphs in this Agreement are held unenforceable or against the law by a court of law, then only that word, sentence, clause or paragraph will be considered as such. The rest of this Agreement will be enforceable and within the law.

27.2 如因任何非上志所能控制的原因，包括但不限於火災、風暴、天災、暴動、罷工、封閉工廠、戰爭、政府管制、本地或國際間的限制或禁制、任何設備的技術性故障、電子故障、停電或任何其他導致或可能導致貴金屬價格走勢異常原因、國際或本地市場休市或任何其他影響上志運作的原因，致令上志不能或延遲履行其義務，上志一概毋須負責。
ASPIRE is not liable for any failure or delay to meet its obligations due to any cause beyond its control which shall include but are not limited to fires, storms, act of God, riots, strikes, lock-outs, wars, governmental control, restriction or prohibition whether local or international, technical failure of any equipment, power failure, black-outs or any other causes which results or is likely to result in the erratic behaviour of the Precious Metals, the closure of international and local market or any other causes affecting the operation of ASPIRE.

27.3 本協議任何條文不得撤除、排除或限制根據香港特別行政區法律對客戶之任何權利或上志的責任，除非經上志以書面提出，否則不得放棄執行、更改、修改或修訂本協議的任何條文。
No provision of this Agreement shall operate to remove, exclude or restrict any rights of the Client or obligations of ASPIRE under the laws of Hong Kong Special Administrative Region or shall in any respects be waived, altered, modified or amended unless such waiver, alteration, modification or amendment be committed in writing by ASPIRE.

27.4 本協議將維持全面有效，直至上志接獲客戶的終止通知書或客戶接獲上志的終止通知書時告終；上志可憑本身決定，按本協議的規定對客戶的戶口進行斬倉或將客戶的戶口轉讓予客戶指定的經紀或經紀公司。
This Agreement shall continue to be in full force and effect until receipt by ASPIRE from the Client of written notice of its termination or receipt by the Client from ASPIRE of any written notice of its termination and at ASPIRE's election, ASPIRE may liquidate the Client's Account as hereinbefore provided or transfer the Client's Account to such broker or commission merchant as the Client shall designate.

27.5 若本協議任何條款現時或在任何時候變得與任何市場，國家、政府、監管團體或對本協議的目標有管轄權的任何團體現行或將來制訂的法例、規則或條例有抵觸，則有關條款須視為被取代或修改，以符合該等法例、規則或條例，但除此之外，本協議在其他方面仍保持全面有效。
If any provision hereof is or at any time should become inconsistent with any present or future law, rule or regulation of any market or of any sovereign, government or a regulatory body thereof, or of any body which has jurisdiction over the subject matter of this Agreement, the said provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects, this Agreement shall continue and remain in full force and effect.

27.6 對於客戶在本協議下所須履行的任何特定義務，即使上志優待客戶，放棄要求客戶履行義務的權利或給予客戶任何寬限，亦毋損或不會影響雙方在本協議下的任何其他權利及義務。
Any waiver or indulgence given by ASPIRE in favour of the Client in respect of any specific obligations herein of the Client shall not prejudice or affect any other rights and obligations of both parties under this Agreement.

27.7 本協議取代了在此之前客戶與上志於上志開立戶口所達成的所有協定和商議。
This Agreement supersedes all previous agreements and arrangements, if any, between the Client and ASPIRE in relation to the opening of the Account with ASPIRE.

27.8 倘本條款及條件的中文本與英文本內容有衝突，必須以英文本為準。
If there is any inconsistency between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.

風險披露聲明
Risk Disclosure Statements

本聲明並不完全披露買賣貴金屬之風險及其他有關的重要方面。鑒於買賣貴金屬存在著風險，所以客戶須完全理解有關這類產品的性質（及契約上的關係）及其風險程度，才可進行買賣交易。買賣貴金屬並非適合任何人士。客戶應仔細考慮其經驗、目標及其他有關情況才決定該類交易是否適合自己。

This statement does not disclose all of the risks and other significant aspects of trading in Precious Metals. In light of the risks, Client should undertake such transactions only if Client understands the nature of the contracts (and contractual relationships) into which Client is entering and the extent of Client's exposure to risk. Trading in Precious Metals is not suitable for many members of the public. Client should carefully consider whether trading is appropriate for Client in light of Client's experience, financial resources, objectives and other relevant circumstances.

1. 從事槓桿式貴金屬交易所導致損失可以是相當大的。除這項協議所載標準披露外，客戶應注意以保證金為基礎的貴金屬交易是金融市場上最具風險的投資方式之一，且僅適合於有經驗的投資者和機構。在上志國際有限公司（「上志」）開立的戶口允許客戶以很高的槓桿比率（ 可高達客戶戶口資產的100倍，槓桿比率可由上志不時修改或者按照其他適用的規例）進行貴金屬交易。鑒於存在損失全部投資的可能性，在貴金屬交易市場進行投機的資金必須是風險資本金，其損失並不會對客戶個人或機構的財務狀況產生太大影響。

   如果過去客戶只曾投資於低風險的投資工具，客戶可能需要在正式買賣之前學習貴金屬交易。客戶需要認識到假如在交易貴金屬時市場走勢不如客戶所預料時，客戶有可能損失所有存放在上志作為保證金的資金。如果客戶希望繼續客戶的投資，客戶必須確認客戶的資金是純風險資本金，這些資金的損失並不會危害到客戶的生活方式或損害客戶的未來退休計劃。此外，客戶完全明白貴金屬投資的性質和風險，客戶在投資時承受的損失不會影響到第三者。

   The risk of loss in leveraged Precious Metals trading can be substantial. In addition to standard industry disclosures contained in this Agreement. Client should be aware that margined bullion trading is one of the riskiest forms of investment available in the financial markets and is only suitable for sophisticated investors and institutions. An account with Aspire Global Company Limited ("ASPIRE") permits you to trade Precious Metals on a highly leveraged basis (up to approximately 100 times your account equity or as amended by ASPIRE from time to time or as otherwise permitted by applicable regulation). Given the possibility of losing an entire investment, speculation in the precious metal market should only be conducted with risk capital that if lost will not significantly affect Client's personal or institutional financial well being.

   If Client has pursued only conservative forms of investment in the past, Client may wish to study Precious Metals trading further before continuing an investment of this nature. Client must realize that Client could sustain a total loss of all funds Client deposits with ASPIRE as margin as well as substantial amounts of capital when trading Precious Metals, should the market go against Client's investment. If Client wishes to continue with Client's investment, Client acknowledges that the funds Client has committed are purely risk capital and loss of Client's investment will not jeopardize Client's style of living nor will it detract from Client's future retirement program. Additionally, Client fully understands the nature and risks of Precious Metals investments, and Client's obligations to others will not be neglected should Client suffers investment losses.

2. 買賣貴金屬的虧損風險可以十分重大。客戶所蒙受的虧損可能超過客戶的最初保證金款額。即使客戶定下備用買賣指示，例如「止蝕」或「限價」買賣指示，亦未必可以將虧損限於客戶原先設想的數額。市場情況可能使這些買賣指示無法執行。客戶可能被要求一接到通知即存入額外的保證金款額。如客戶未能在所訂的時間內提供所需的款額，客戶的未平倉合約可能會被平倉。客戶將要為客戶的戶口所出現的任何短欠數額負責。因此，客戶必須根據個人財務狀況及投資目標，仔細考慮這種買賣適合客戶與否。

   The risk of loss in financing a transaction by deposit of collateral is significant. Client may sustain losses in excess of Client's cash and any other assets deposited as collateral. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. Client may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits and interest payments are not made within the prescribed time, Client's collateral may be liquidated without Client's consent. Moreover, Client will remain liable for any resulting deficit in Client's account and interest charged on Client's account. Client should therefore carefully consider whether such a financing arrangement is suitable in light of Client's own financial position and investment objectives.

3. 客戶得悉，貴金屬合約價格可能時有波動，且波幅甚大。任何個別貴金屬合約之價格均可能出現起跌，且在某些情況下，更可能變得毫無價值。因此，買賣貴金屬合約有時不但毫無利潤，更反而蒙受損失。客戶準備承擔此風險。

   The Client acknowledges that the prices of Precious Metals fluctuate, sometimes dramatically. The price of a Precious Metal may move up or down, and may become valueless. It is likely that losses will be incurred rather than profit made as a result of buying and selling Precious Metals. This is a risk that the Client is prepared to accept.

4. 客戶明白貴金屬戶口不是作存款用途而且並無收益或利息。

   The Client understands that a Precious Metals Account does not represent a deposit of money and provides no yield or interest.

5. 貴金屬成交合約對象乃經驗豐富之投資者。客戶明白並確認，在開始任何買賣活動前，必須就貴金屬成交合約方面自行進行研究及探討，倘若對有關貴金屬買賣協議及規則或貴金屬所涉及之風險性質的任何方面仍不肯定或不明白，應尋求獨立專業意見。

   Precious Metals contracts are aimed at sophisticated investors. The Client understands and acknowledges that he should undertake his own research and study on the trading of Precious Metals contracts before commencing any trading activities, and that he should seek independent professional advice if he is uncertain of or has not understood any aspect regarding the agreement and rules of trading Precious Metals or the nature and risk involved in trading of Precious Metals.

6. 客戶亦確認，將金錢、或其他財產交由上志、其代名人或其代理人保管均附有風險。例如，倘若上志在持有客戶之財產時而無力償債，則客戶在收回金錢、其他財產方面可能將嚴重延遲。此為客戶須準備承受之風險。

   The Client also acknowledges that there are risks in leaving money, or other properties in the custody of ASPIRE, its nominees or its agents. For example, if ASPIRE is holding the Client's properties and becomes insolvent, the Client may experience significant delay in recovering money, or other properties. These are risks that the Client is prepared to accept.

7. 客戶確認並接受，倘若授權上志接管郵件或將郵件轉交第三者，則客戶須從速親自接收戶口之所有成交確認書及賬單，並詳細覆核，以確保能及時察覺任何不正確或錯誤之處。

   The Client acknowledges and accepts that if he provides ASPIRE with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all confirmations and statements of the Account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

8. 客戶在交易前，必須清楚明瞭客戶所承擔的佣金、費用及其他收費。上述的費用足以影響客戶的利潤或增加客戶的損失。
Before Client begins to trade, Client should obtain a clear explanation of all commission, fees and other charges for which Client will be liable. These charges will affect Client's net profit (if any) or increase Client's loss.

9. 以外幣計算的合約買賣所帶來的利潤或招致的虧損（不論交易是否在客戶本身所在的司法管轄區或其他地區進行），均會在需要將合約的單位貨幣兌換成另一種貨幣時受到滙率波動的影響。
The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in the Client's own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

10. 雖然網上交易為客戶帶來很多方便或更有效率，但它並不降低貴金屬等產品交易本身的風險。因此客戶在交易前應自行決定是否需要諮詢法律意見，並須準備承擔此風險。
Although internet trading brings lots of convenience and efficiency to Client, it cannot lower the inherent risk of Precious Metals trading. Therefore, Client should decide whether to seek legal opinion before trade and prepare to bear the risk.

10.1 密碼保護 Protection of Password

客戶必須將密碼保密，確保沒有第三方取用其交易設施。客戶同意對所有經電郵或電子交易平台傳送來的指示和對所有經由電郵、電子交易平台、電話或書面向上志發出的指示確實負責，即使是由第三方發出，這些指示已和客戶密碼或客戶簽名和帳戶號碼認證，根據上志的判斷相信這是客戶表面授權。上志並沒有責任對這個表面許可權作進一步查詢，也沒有責任因為依據這些表面許可權所採取的或不採取的行動所造成之後果負責。客戶須對密碼的保密性、安全性及其使用獨自承擔責任。
Client should keep his/their password confidential and ensure the Client's trading facilities are not accessed by third party. Client agrees to be responsible and liable for all the instructions sent to ASPIRE through email or electronic trading platform and all the telephone or written instructions given to ASPIRE, even though they are issued by third party. These instructions are authenticated by the password/signature of the Client and Client's account number and are judged by ASPIRE as appeared Client's authorizations. ASPIRE does not have the responsibility and liability to further inquire these appeared authorizations. ASPIRE also does not have the responsibility and liability for the results of any action taken or not taken in accordance with these appeared authorizations. Client should be solely responsible for the confidentiality, safety and application of his/their password.

10.2 互聯網故障 Internet Failures

互聯網的運作不在上志控制範圍之內，因此不能確保通過互聯網的接受和發放的信號，客戶電子設備的結構或聯接的可靠性，上志絕不對互聯網上交易中出現的通訊故障、錯誤或延遲負責。客戶確認網路設施是在"現況"的基礎上向其提供，使用該網路設施完全由客戶獨自承受風險，包括硬體和軟體發生故障的風險。任何系統故障可能導致不能按客戶的指令執行或無法執行。客戶同時亦確認由於無法預計的通訊阻塞或其他原因，電子傳送可能不是一種可靠的通訊方法。通過網上買賣服務進行交易，在傳送和接收客戶指示或其他資料會出現延遲，在執行客戶指示時亦會出現延遲或可能以不同於客戶發出的指示價格執行其指示，通訊設施亦可能會出現故障或中斷。客戶還需承擔通訊被誤解或錯誤的風險，而指示發出後通常不可取消。對於上述事宜及有關資料傳輸或通訊設施、電力故障的問題或其他原因或上志無法合理預計或控制的原因所造成指示傳輸上的延誤包括但不限於交易指令的延誤及登錄網路設施的失敗或無效， 上志不會承擔或負上任何責任。如客戶遇上網上平台不能正常操作時，客戶須自行致電盤房進行交易（香港熱線：（852）3709 8577）
Since the operation of internet is outside the control of ASPIRE, ASPIRE cannot guarantee the reception or routing of signal via internet and the reliability of the configuration of Client's equipment or its connection, ASPIRE shall not be responsible and liable for communication failures, distortion or delays when trading via internet. Client agrees that the web facility is provided to Client on an "as is" basis and that the use of the web facility is at Client's sole risk, including the risk of failure of the hardware and software. Any system failure may lead to Client's orders being not executed according to Client's instructions or are not executed at all. Client also agrees that due to unpredictable traffic congestion or other reasons, electronic transmission may not be reliable medium of communication, that transactions conducted via electronic means are subject to delays in transmission and receipt of his/their instructions or other information, delays in execution or execution of his/their instructions at prices different from those prevailing at the time his/their instructions were given, transmission interruption or blackout, that there are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an instruction after it has been given. ASPIRE shall not be responsible and liable for delayed transmission of instructions including but not limited to delayed trading orders and failure or invalidity of login of web facility due to the above matters and problems regarding power failure, failures of data transmission or communication facilities or other factors or factors that cannot be reasonably expected or controlled by ASPIRE. If Client cannot operate the internet platform, they should call the dealing room for executing transactions (Hong Kong Hotline - (852) 3709 8577)

10.3 報價錯誤 Errors of Quoted Price

倘若報價或成交價出現錯誤時，上志對於帳戶結餘並不負責。有關錯誤可能包括但不限於：交易員的錯誤報價，非國際市場之報價、或是任何報價錯誤（例如由於硬體、軟體或者通訊線路或系統故障導致報價錯誤或許第三者提供了錯誤的外部資料）。上志不需為錯誤所導致的帳戶餘額負責，客戶下單時需預留足夠的時間執行訂單和系統計算所需保證金的時間。若訂單的執行價格或訂單設定和市場價格過於接近，這可能會觸發其他訂單（所有訂單類型）或發出保證金提示。上志不會對由於系統沒有足夠時間執行訂單或進行運算所產生的保證金提示、帳戶結餘或帳戶頭寸負責。上文不得視作內容盡列，一旦發生報價或執行錯誤，上志保留對有關帳戶進行必要更正或調整的權利。對於報價或執行錯誤而產生的任何爭議，上志將依據絕對酌情權進行解決，若因此帶來任何損失、損害或責任，客戶同意予以賠償使上志不受損害。
If there are errors in the quoted price or the executed price, ASPIRE shall not be liable for the resulting errors in the account balances. Such errors include but do not limit to: misquotation of the price by dealers, price quoted from non-international markets or any errors in quotation (for example misquotation caused by the failure of hardware, software or communication line or system or wrongful outside data provided by third party). ASPIRE shall not be liable for the resulting errors in the account balances, Client should allow sufficient time to execute orders and for the system to calculate the necessary margin requirements. If the execution price or the setting of the order is too close to the market price, it may trigger other orders (regardless of order type) or issuance of margin alert. ASPIRE shall not be liable for the resulting margin alert, balance or positions in the account due to the system not having been allowed sufficient time to execute or calculate accordingly. The foregoing list is not exhaustive and in the event of a quoting or execution error, ASPIRE reserves the right to make necessary corrections or adjustments for the accounts involved. Any dispute arising from such quoting or execution errors will be resolved by ASPIRE in its absolute discretion. Client agrees to indemnify and hold ASPIRE harmless from all damages or liability as a result of the foregoing.

10.4 操控價格、執行及平台 Price, Execution and Platform Manipulation

上志絕對嚴禁以任何形式對其價格、執行及平台進行操控。若上志懷疑任何帳戶從事操控，上志保留對帳戶進行調查及審核等的相關權利，並從涉嫌帳戶中扣除由相關活動所賺取的盈利款項。上志保留對相關帳戶進行必要更正或調整的權利。對於涉嫌從事操控的帳戶，上志依據絕對酌情權，要求交易員進行干預、對下單進行核准以及／或終止有關客戶的帳戶。對於由套戥及／或操控所產生的任何糾紛，上志將依據絕對酌情權進行解決。上志可依據酌情權決定向任何相關監督機構或執法機構報告有關事件。

Any form of manipulation of the prices, execution and platform of ASPIRE are strictly forbidden. ASPIRE reserves the right to investigate and review any account which is suspected of involvement of manipulation and deduct the profits derived from such activity from the suspected accounts. ASPIRE reserves the right to make necessary corrections or adjustments to the accounts involved. Accounts that are suspected of manipulation may at ASPIRE's absolute discretion be subject to the intervention and approval of the dealer on any orders and/or termination of the accounts. Any dispute arising from such arbitrage and/or manipulation will be resolved by ASPIRE in its absolute discretion. ASPIRE may at its own discretion report such incidents to any relevant regulatory and law enforcement authority.

10.5 套戥 Arbitrage

互聯網、連線延誤及報價上的誤差有時會造成在上志交易平台上的報價無法準確地反映即時市場價格。「套戥」及「切匯」，或因網路連接的延誤而利用差價獲利的行為，並不能存在於客戶直接向莊家進行買賣的場外交易市場中。上志不容許客戶在上志的交易平台上進行此等套戥行為。依據因價格滯後帶來的套戥機會進行的交易有可能會被撤銷。上志保留權利對涉及上述交易的帳戶進行必要的修正和調整。上志可依據絕對酌情權，要求交易員進行干預或核准所有下單以及／或終止有關客戶的帳戶，而不需事先通知客戶。對套戥及／或操控價格而產生的糾紛，上志將依據絕對酌情權進行解決。上志保留凍結客戶提款的權利直至能夠完全解決上述的問題為止。

Internet, connectivity delays and deviation of quoted prices sometimes create a situation where the prices displayed on ASPIRE's trading platform do not accurately reflect the market rates. "Arbitrage" and "Scalping" or taking advantage of these internet delays to earn profits on the spread, cannot exist in an over-the-counter market where Client is buying from or selling directly to the market maker. ASPIRE does not permit the practicing of this kind of arbitrage on ASPIRE's trading platform. Transactions that rely on price latency arbitrage opportunities may be revoked. ASPIRE reserves the right to make necessary corrections or adjustments on the accounts involved and these accounts may at ASPIRE's absolute discretion be subject to intervention and approval of the dealer on any orders and/or termination of the accounts without prior notice to Client. Any dispute arising from arbitrage and/or manipulation will be resolved by ASPIRE at its absolute discretion. ASPIRE reserves the right to withhold Client's withdrawals until such matters are resolved.

上 志 國 際 有 限 公 司
ASPIRE GLOBAL COMPANY LIMITED

有關網上貴金屬買賣條款及細則
Terms and Conditions for Internet Precious Metals Trading

茲就閣下與上志國際有限公司（以下簡稱「上志」）開設網上貴金屬買賣戶口，上志謹向閣下提出以下有關港金/現貨黃金/現貨白銀之買賣條款及細則指引：
With regards to your opening of an internet precious metals trading account with Aspire Global Company Limited (hereinafter referred to "ASPIRE"), ASPIRE now sets out below the details terms and conditions for trading in Hong Kong Gold ("HKG")/Spot Gold ("XAU")/Spot Silver ("XAG"):

1. 字詞釋義 Definitions

基本保證金	指上志不時自行決定要求客戶存入的最低按金。該等保證金須於發出買賣指令時或之前存入上志，作為對所有交易的擔保；
Initial Margin	means such level of deposit as may be required by Client by ASPIRE at ASPIRE's discretion from time to time to be deposited with ASPIRE at the time of or before a trading order is placed by the Client as security for all trading;
休市	指星期六收市後及星期日全日；
Rest Day	means after the market closed on Saturday and the whole day of Sunday;
報價	指港金以每兩港幣計算，現貨黃金/現貨白銀以每安士美元計算。
Quotations	HKG quoted in HK$ per tael and XAU/XAG quoted in US$ per troy ounce.

2. 合約單位（以每張單計）Contract Size (per one contract)

港金 HKG：	100 兩 taels
現貨黃金 XAU：	100 安士 troy ounces
現貨白銀 XAG：	5,000 安士 troy ounces.

3. 交易時間 Trading Hour

夏令時間：香港時間星期一上午 6:15 至星期六零晨 4:30
結算時間（休市）：香港時間上午 4 時 59分 至 6 時01分；
Summer Time: Hong Kong time Monday 06:15 a.m. to Saturday 04:30 a.m.;
Settlement Hours (Market Closed) : Hong Kong time 04:59 a.m. to 06:01 a.m.
冬令時間：香港時間星期一上午 7:01 至星期六零晨 5:30。
結算時間(休市)：香港時間上午 5 時 59分 至 7 時01分
Winter Time: Hong Kong time Monday 07:01 a.m. to Saturday 05:30 a.m.;
Settlement Hours (Market Closed): Hong Kong time 05:59 a.m. to 07:01 a.m.
（惟需視乎該日是否有任何國際市場假期）
(subject to whether the day concerned is a holiday in any international market)
*MT5系統時區為GMT+3(美國夏令時間)
*The time zone is GMT+3 in the MT5 system (US Summer Time)
*MT5系統時區為GMT+2(美國冬令時間)
*The time zone is GMT+2 in the MT5 system (US Winter Time)

4. 交易限額 Trading Limit

港金/現貨黃金/現貨白銀 HKG / XAU / XAG	每次買賣價之交易限額為零點零一至五張。 Trading limit for each trading price is 0.01 to 5 lots.

5. 持倉上限 Open Position Limit

港金/現貨黃金/現貨白銀 十張 10 lots
HKG / XAU / XAG

*持倉上限是指每個產品的買倉或/及賣倉最高持倉數量，未成交的限價單亦計算在持倉上限內
*The open position limit refers to the maximum number of buy and/or sell positions for each product. Pending orders are also counted in the open position limit.

6. 保證金要求 Margin Requirement

基本保證金 Initial Margin:

現貨黃金 XAUUSD	每張 HK$16,000 per each contract
現貨白銀 XAGUSD	每張 HK$16,000 per each contract
港金 HKGHKD	每張 HK$32,000 per each contract

鎖倉保證金 Locking Position Margin:

現貨黃金 XAUUSD	每套 HK$1,600 per each set
現貨白銀 XAGUSD	每套 HK$1,600 per each set
港金 HKGHKD	每套 HK$3,200 per each set

解倉保證金 For Release Locking Positions:

現貨黃金 XAUUSD	每張 HK$16,000 per each contract
現貨白銀 XAGUSD	每張 HK$16,000 per each contract
港金 HKGHKD	每張 HK$32,000 per each contract

7. 即市到價斬倉點 Point for Compulsory Liquidation of Position

任何時候，當戶口之淨值下跌至或低於保證金要求之 2%，上志將以該市價把所有戶口內之未平倉合約平倉。
Whenever the equity of the account drops to or below 2% of the margin requirement, ASPIRE will liquidate all the open positions at market price.

8. 過市保證金水平 Margin level for open positions over the market closed

如翌日為市場休市，客戶持倉過市必須其戶口淨值達到保證金水平200%或以上 (否則上志將以收市價予以全部平倉)。
If the market is closed on next day, equity of the account must be maintained to 200% or above of margin level to hold position overnight (otherwise ASPIRE will use the closing price to liquidate all the open positions).

9. 限價單 Limit Order

A. 限價單之有效期分別為即日(即當日之收市)及指定日(即客戶指定的日期)。如於有效期內因任何國際市場假期而休市，該限價單將於市場休市時被取消。上志擁有最終決定權，客戶不得異議；
There are two kinds of validity period for limit order: Day Order (valid until market closes on the current trading day) and Specified Date (the date specified by the customer). In case where the market shall close due to any international market holiday during the validity period of a limit order, the said limit order will be cancelled when the market closes and such decision of ASPIRE shall be final and not to be disputed by the Client;

B. 客戶訂立限價單之價位必須與當時市價有所距離，港金為港元$15 或以上，現貨黃金則為美元$1 或以上，現貨白銀則為美元$0.1 或以上；
The price of the limit order price to be set by the client must have at least HK$15, US$1 and US$0.1 deviator from the current market price for HKG, XAU and XAG respectively.

C. 若客戶訂立了平倉之限價單而戶口內沒有須平倉之買賣單，上志將之改作取消處理，客戶不得異議。
In case of there being insufficient open positions to meet the liquidation requirement, ASPIRE may cancel the said limit order and such decision of ASPIRE shall be final and not to be disputed by the Client.

10. 訂單執行方式 Order Execution Method

客戶可選擇市價下單或限價下單，由於市場價格不斷變動，市價單的成交價有可能與客戶下單時看到價位有所不同，而限價單的成交價有可能與下單價位有所不同，客戶對此不得異議。
Clients may choose to place market orders or limit orders. Due to continuous fluctuations in market prices, the execution price of the market order may differ from the price displayed at the time the order was placed, and the execution price of the limit order may differ from the specified order price. Clients shall raise no objection thereto.

11. 買賣差價 Dealing Spread

在一般正常市況下，最低買賣差價為：
In normal circumstance, the Bid/Ask spread shall be:

港金 HKG	港幣	HK$5
現貨黃金 XAU	美元	US$0.1
現貨白銀 XAG	美元	US$0.03

12. 利息 Interest

各合約之利息均按上志當時公佈之利率計算。
The interest rate for each contract shall be at such rate as may be from time to time prescribed byASPIRE.

13. 倉租 Storage Fee

港金每手倉租為港幣$40。
HKG storage fee is HK$40 per lot.

14. 提款安排 Withdrawal Arrangement

客戶可於當天中午12時前在客戶中心內申請提款一欄中填上提取金額及有關資料，系統在接收訊息後，便從交易帳戶內扣除該筆款項，有關款項將會在當天下午以支票形式存入至客人所指定的銀行戶口內。其後收到之通知，將安排於下一個工作天處理。所有之銀行徵收費用，均由客戶支付。
Client is required to enter withdrawal amount and relevant information in withdrawal column on the client center before 12pm at noon. The system will charge relevant amount from client's trading account upon receiving the message. Relevant amount will be transferred to the bank account designated by the client by cheque in the afternoon on the withdrawal day. Instructions sent after the prescribed time shall be dealt with on the following working day. The client shall be solely responsible for all requisite bank charges.

15. 交易匯率 Transaction Exchange Rate

美元兌換港元匯率為7.8。上志可隨時更改前述之匯率，亦對任何貨幣兌換之形式和時間有絕對決定權。
The exchange rate for USD to HKD is 7.8. ASPIRE can adjust the aforementioned exchange rate any time, and also has absolute discretion to decide the manner and time for any conversion from one currency into another.

16. 異常交易之立場與處理聲明 Statement on Position and Handling of Abnormal Transactions

為維護公平的交易環境，並保障所有客戶的合法權益，本公司禁止異常交易行為。異常交易包括但不限於頻繁提交持倉時間不足十秒鐘之訂單、開立多個內部帳戶進行對沖套利，或透過關聯交易濫用公司優惠以謀取不正當利益。此外，利用網路延遲或報價誤差、使用未經授權之外掛軟體進行快速交易，以及其他任何破壞交易秩序、影響系統穩定或違反公平原則之行為，亦屬異常交易之範疇。為免存疑，本公司擁有對「異常交易」定義的最終權利。

若本公司懷疑任何帳戶涉及異常交易，將對有關帳戶保留一切權利，包括但不限於立即對相關帳戶展開調查、凍結/取消異常交易與資金進出、沒收異常交易所得之利益等，且無須事先通知。本公司亦保留向相關監管機構或執法單位通報事件之權利。
In order to ensure a fair trading environment and to protect the legitimate rights and interests of all clients, the Company strictly prohibits any abnormal trading activities. Abnormal trading includes, but is not limited to, frequently placing and closing orders with a holding time of less than ten seconds, opening multiple internal accounts for the purpose of hedging or arbitrage, or engaging in related-party transactions that abuse company promotions or benefits to obtain improper gains. Furthermore, behaviors such as exploiting network latency or pricing errors, using unauthorized plugins or software for rapid trading, or engaging in any other conduct that disrupts market order, affects system stability, or violates the principles of fairness, shall also be deemed as abnormal trading. For the avoidance of doubt, the Company reserves the final right to define what constitutes “abnormal trading.”

If the Company suspects that any account is involved in abnormal trading, it reserves all rights with respect to such accounts, including but not limited to initiating investigations, freezing or canceling abnormal trades and related fund transfers, and confiscating profits derived from such activities, without prior notice. The Company also reserves the right to report such activities to relevant regulatory authorities or law enforcement agencies.

17. 互相抵觸 Inconsistency

本函件之所有條款及細則乃依據客戶與上志已簽訂之客戶協議書，假若函件內有任何與協議書互相抵觸之情況，所有條款及細則均以客戶協議書為準。

The terms and conditions set out above are prepared in furtherance to the provisions of the agreement between ASPIRE and the clients ("Client's Agreement). If any inconsistence arises between the terms and conditions hereinabove and the terms and conditions in the Client's Agreement, the provisions of the agreement with clients shall prevail.

18. 權利保留 Right Reserved

A. 上志保留權利更改前述任何條款及細則。有關之更改經上志宣佈或張貼交易處後，即時生效；

ASPIRE reserves the right to revise any of the above terms and conditions. The revisions shall take effect upon notification by ASPIRE or when such revisions are being posted at the business placeof ASPIRE;

B. 鑒於市場價格變化及波動，雖然上志會盡量提醒客戶補倉，但根據客戶協議書，客戶必須確保其戶口有足夠之保證金，否則上志有權作出斬倉行動；

In light of the market and price fluctuation, even though ASPIRE may from time to time remind its clients to deposit sufficient margin into the account, client shall be obliged to maintain the margin level in accordance with the Client's Agreement, otherwise, ASPIRE may liquidate the client's position without further notice;

C. 如果上志所提供的買賣價格有誤，上志將不對由此造成的錯誤負責，並保留對相關帳戶作出必要更正或調整的權利。任何源於上述報價錯誤的爭端將按照錯誤時公平市場價值解決；

In case of any errors found at the bid and ask prices given by ASPIRE, ASPIRE will not be liable in any way for any loss, loss of profit, damage, liability, cost or suffered incurred by the Client therefrom and reserves the right to make the corresponding correction on the accounts involved as it considers appropriate. Any dispute arising therefrom will be resolved with respect to the fair market price at the material time the errors occurred;

D. 上志將因應市場之情況，隨時作出增加保證金之要求，客戶同意在上志要求時即時增加有關保證金。

ASPIRE may from time to time request for additional margin deposit from the client with reference to the market situation. Client agrees to deposit additional deposit in his account forthwith the notice by ASPIRE.