

Terms and Conditions

條款及條件

of doing business (Spot Foreign Exchange and Remittance and Forward Contract) with Convera Hong Kong and Convera International

與 Convera Hong Kong Limited 及 Convera International

進行業務往來 (現貨外匯及匯款及遠期合約)的條款及條件

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1. Definitions and Interpretation

1.1 Capitalised terms used in these Terms and Conditions have the following meaning.

Authorised Person: individual(s) and/or entity(ies) authorised by the Client to provide Instructions to Convera on behalf of the Client. For the avoidance of doubt this may include an Authorised User.

Authorised User: an individual authorised by the Client to access the Online Payment System on behalf of the Client.

Business Hours/Business Days: in respect of a Transaction, means the hours/days during which banks are open for general banking business in the jurisdiction(s) which relate to that Transaction. In respect of an Instruction or payment obligation to Convera means the hours/days during which banks are open for general banking business in the jurisdiction(s) where the Instruction or payment (as the case may be) is being received by Convera.

CFTC: the Commodity Futures Trading Commission of the United States of America.

Client: the entity agreeing to these Terms and Conditions.

Client Access Methods: the unique password(s) and user identification(s) required to access the Online Payment System.

Confidential Client Information: has the meaning given in clause 15.1 (Information for Services).

Contract Funds: the type of currency and amount the Client agrees to purchase/sell.

Convera Hong Kong: Convera Hong Kong Limited (Unique Business Identifier 52528828).

Convera International: Convera UK Limited, or such other Convera Group Company as Convera, at its discretion may determine from time to time.

Delivery Window: the period of time prior to the Settlement Date during which the Client may draw down on a Forward Contract as specified by Convera.

Facility: the Settlement terms and foreign currency exposure or trading limit(s) that Convera, in its sole discretion, may grant the Client from time to time. Additional detail with respect to the Client's Facility may be set forth in a written communication and delivered to the Client by Convera.

Foreign Exchange Contract: a legally binding agreement between the Client and Convera to effect a foreign exchange transaction in accordance with any Instruction.

Forward Contract: a legally binding agreement in which the Client agrees to purchase from or sell to Convera a specific amount of funds in one currency and to settle, on an agreed future date, in a specific amount of funds in another currency.

Holding Balances: Client funds held by Convera International absolutely, for the convenience of the Client pending receipt by Convera International (or Convera as its agent) of an Instruction from the Client, including Payee designation.

Initial Margin: collateral (or security), the amount of which shall be determined by Convera in its sole discretion and deposited with Convera in connection with a Forward Contract(s).

Instruction (Request): a request by the Client for Convera to provide Services, including any request for Services made by mail, electronic mail, telephone, Standing Order Instructions, the Online Payment System(s) or other means which is effective upon receipt, each as more particularly described herein.

Margin Call: an additional security payment required by Convera in connection with a Forward Contract.

Notification: a communication other than an Instruction made by mail, electronic mail, telephone, the Online Payment System(s) or other means.

Online Payment System(s): Convera's proprietary online system(s) for making international payments.

Party or Parties: individually or collectively, as the context requires the Client and/or Convera.

Payee: any third party to which the Client instructs Convera to deliver a payment.

Related Bodies Corporate: means an Associated Company as defined in Companies Ordinance (Cap. 622).

Services: the provision of Foreign Exchange Contracts, Forward Contracts, the making of payments by telegraphic transfer, direct debit or credit or banker's draft, and other global payment solutions provided by Convera in accordance with the Client's Instruction.

Settlement: the total amount, including the cost of currency acquisition as well as any fees and charges, the Client owes to Convera.

Settlement Date: the date on which a Foreign Exchange Contract becomes due for delivery and Settlement. This may also be referred to as the Maturity Date, Delivery Date or Value Date.

Site Administrator: the individual designated by the Client to access and administer the security of the Client's usage of the Online Payment System(s), such as granting or rescinding Authorised User privileges and maintaining Client Access Methods.

Standing Order Instruction: the Client's Instruction to purchase/sell for the Client's account, Contract Funds at the Target Rate within the Standing Order Effective Period, without prior oral approval. The Standing Order Instruction must also set forth the currency, the amount, and delivery instructions (if any).

Standing Order Effective Period: the time within which the Client has instructed Convera to purchase or sell Contract Funds at the Target Rate.

Sustainable and Purchasable: in regard to foreign exchange market rates, the rate at which a Standing Order will be executed. The rate must be traded in the market with volume sufficient to sustain that rate level for a commercially reasonable timeframe.

Target Rate: the rate (calculated after Convera applies its margin) at which the Client has instructed Convera to purchase/ sell Contract Funds if and when the stipulated rate is Sustainable and Purchasable.

Terms and Conditions: the Trading Application, these Terms and Conditions and any Exhibits, Attachments, Schedules and/or Addenda (each as amended from time to time), which taken together, shall govern the relationship among the Parties, as it relates to the ordering, delivery and receipt of the Services contemplated herein.

Trading Application: the Application For Convera Services.

Transaction: a Foreign Exchange Contract, a Forward Contract or any other Services that Convera agrees to provide to the Client following an Instruction in accordance with these Terms and Conditions.

Transaction Confirmation: a Notification that details the Transaction(s) that the Parties have entered into.

Transaction Date: the date on which Convera executes an Instruction on behalf of the Client regarding the receipt or initiation of a payment in a particular amount.

U.S. Person: has the meaning given to such term in CFTC regulations relating to derivatives transactions and guidance issued by the CFTC or CFTC staff from time to time relating to derivatives transactions.

Convera: as the context requires, means Convera Hong Kong or Convera International depending on the type of Service being provided (as set out in clause 2.2 (Provision of Services)).

Convera Group Company: any Related Body Corporate of Convera and includes Convera's shareholder and ultimate holding company and all subsidiaries of that ultimate parent entity, including Convera International.

2. Conducting Business with Convera

2.1. Master Agreement. These Terms and Conditions are a master agreement that apply to all Transactions. The specific transactional details of each Transaction (including the currencies to be exchanged and the amount of the Transaction) will be agreed separately when the Client books the Transaction. For the avoidance of doubt, each Transaction will constitute independent separate agreements and will incorporate the Terms and Conditions.

2.2. Provision of Services. All of the Services will be provided by Convera Hong Kong as principal. Convera Hong Kong will subcontract the provision of Holding Balances to Convera International.

2.3. Convera Hours. Convera generally is available to provide Services during Business Hours on all Business Days in Hong Kong.

2.4. Reliance on Instruction. The Client hereby authorises Convera to accept, act and rely upon any Instruction that Convera reasonably believes to have been made by the Client to provide the Services set forth in the Instruction from the Client.

2.5. Accuracy of Instruction. Before transmitting an Instruction, the Client is responsible for ensuring all information contained in the Instruction is complete, accurate and, if in writing, legible. If the Client subsequently learns of any error in an Instruction, the Client must immediately notify Convera in writing.

2.6. Inaccurate or Incomplete Instructions. If the Client fails to provide a timely, complete, accurate and legible Instruction, Convera may place the Contract Funds in a Holding Balance pending receipt from the Client of the information necessary to complete the transaction(s). Convera shall not be liable for any loss or damage suffered by the Client as a result of any such delay.

2.7. Transaction Processing.

- a) Convera agrees to process Transactions for the Client as soon as commercially practicable (during Business Hours) after receiving an Instruction provided always that Convera may refuse to do so:
 - (i) if information required from the Client is not sufficient or inadequate; and/or
 - (ii) in order to comply with applicable laws and regulations.
- b) The Parties agree that a Transaction will be deemed to be binding and final once a transaction confirmation number has been generated by Convera.
- c) Once the Instruction has been processed and the Transaction Confirmation has been generated, Convera will provide the Transaction Confirmation to the Client. Convera will send drafts to the Client (or Payee) once the Instruction is processed or will initiate the electronic funds transfer(s) upon receipt of Settlement from the Client, unless otherwise agreed in writing between the Client and Convera.

2.8. Cancellation. Once a Transaction has become legally binding, the Client may not cancel the Transaction in any circumstances. The Client may only take action to correct any of the Transaction details set out in the Transaction Confirmation if the Transaction Confirmation does not reflect the transaction details that have already been agreed.

2.9. Mark-up and Fees. The Client understands that the foreign exchange rate applicable to any Foreign Exchange Contract includes a mark-up that has been applied by Convera to its cost rate for acquiring the currency that the Client is purchasing. The Client understands that Convera will charge certain fees for the Services, which fees will be set forth in a fee schedule that will be provided to the Client upon request. The Client agrees and acknowledges that the Client has seen and agreed to the relevant fee for the Service before placing an Instruction. Convera may change the fees charged for the Services at its sole discretion at any time upon notice to the Client. Any change will be effective from the date of the notice, or as soon as permitted by applicable law.

2.10. Use of Subcontractor. Convera may subcontract any part of the Services to any third party (whether or not a Convera Group Company) but Convera will remain primarily liable for the provision of the Services.

2.11. Assignment of Interest. The Client understands and agrees that unless otherwise agreed no interest will be paid to the Client by Convera with respect to any funds received by Convera on the account of the Client

(including, without limitation, funds awaiting Instruction, funds maintained in a Holding Balance). In consideration for the Client's use of the Services, the Client irrevocably transfers and assigns to Convera any ownership right that the Client may claim to have in any interest that may accrue with respect to any funds held on behalf of the Client. For avoidance of doubt, such assignment extends only to any interest earned on any such funds.

3.12. Refusal of Services. Convera may, in its absolute discretion, refuse to accept any Trading Application or Instruction, suspend, cancel, block or freeze any of the Services (including any part of the Services) and in certain circumstances, may not disclose reasons for doing so to the Client.

3.13. Convera Positions. In order to deliver the Services, Convera or a Convera Group Company will take out foreign exchange positions with its wholesale banking trading partners. These may include positions which are opposite to the Client's order.

3. Instructions and Confirmations

3.1. Authorised Persons. The Client agrees that each of the persons named in the Trading Application are Authorised Persons and are empowered to give Instructions and that Convera is authorised (though not obliged) to act in accordance with any Instruction given by any such person or any person who purports to be such person. If the Client wishes to change an Authorised Person it must notify Convera in writing. The Client acknowledges that until actual receipt of such written notice, Convera is entitled to rely on the Client's most recent list of Authorised Persons.

3.2. Telephone Instructions. The Client agrees that it will be bound by all telephone Instructions regardless of whether they are later confirmed in writing. To verify the identity of a caller Convera is only obliged to request that the caller give his or her name. If the caller identifies him or herself as an Authorised Person, Convera is entitled to assume that it is such person. The Client acknowledges that all telephone conversations made to Convera in the course of the provision of Services will be recorded on a centralised tape recording system operated by Convera. The Client consents to Convera recording all telephone Instructions for the protection of the Parties and acknowledges that such recordings remain the property of Convera.

3.3. Email Instructions. The Client agrees that Convera may act on, and the Client will be bound by, any email Instruction which is from, or appears to be from, an Authorised Person.

3.4. Internet Instructions. The Client agrees that Convera may act on, and the Client will be bound by, any Instructions received through the Online Payment System.

3.5. Transaction Confirmations. Convera will issue to the Client a Transaction Confirmation setting forth the details of any Instruction that Convera receives. The Client consents to the delivery of a Transaction Confirmation by email to the email address Convera holds for the Client. If there are any discrepancies between the Instruction and the Transaction Confirmation, the Client must immediately notify Convera of such discrepancy during Business Hours. If the Client does not communicate any discrepancies within one (1) Business Day of the day that Convera sends a Transaction Confirmation, then the Transaction Confirmation will constitute conclusive proof of the details of the Instruction. In the event of any conflict between the terms and a Transaction Confirmation and the Terms and Condition the terms of the Transaction Confirmation will prevail.

4. Online Payment System License

4.1. Online Payment System License. The Client may request access to the Online Payment System and Convera may require the Client to sign additional authorisation forms prior to providing such access. Upon the provision of access by Convera to the Online Payment System the Client will be granted a non-exclusive, non-transferable, and non-sublicensable licence to use the Online Payment System for the sole purpose of facilitating the Client's receipt of the Services while these Terms and Conditions remain in effect.

4.2. Online Payment System Restrictions. The Client agrees that the Online Payment System is and will remain the exclusive property of Convera (or the applicable Convera Group Company). Accordingly, the Client must not distribute or disclose the Online Payment System to, or permit use of the Online Payment System by, any third party. The Client must not, directly or indirectly, decompile, disassemble, reverse engineer, or otherwise attempt to derive or discern the source code or internal workings of the Online Payment System.

4.3. Use of Online Payment System. The Client agrees to use the Online Payment System solely in the ordinary course of its business and agrees to restrict access to the Online Payment System to Authorised Users.

4.4. Termination of Client's use of the Online Payment System. The Client agrees that Convera may terminate the Client's licence to access and use the Online Payment System at any time for any reason. Convera will provide written notification of such termination.

4.5. Intellectual Property Indemnity. Convera will indemnify and hold the Client harmless of any direct damages and costs awarded by a court of competent jurisdiction against the Client, which relate directly to a finding by such court that the Client's use of the Online Payment System in accordance with these Terms and Conditions infringed any copyright, patent, trade secret or other intellectual property right of a third party; provided, however, the Client must provide Convera with prompt notice of any actual or potential third party claim, and agree to allow Convera, to the extent it chooses, to defend and direct all activities relating to the defense and/or settlement of any such third party claim.

5. Online Payment System Security.

5.1. Two Factor Authentication. If the Client requests access to the Online Payment System, Convera may provide access through two factor identification such as a digital certificate(s) or unique code provided through SMS, email or through a mobile application ("2FA Device") and if it does, the Client will assume sole responsibility for use of the 2FA Device. The Client agrees that the 2FA Device will be used only by the Client on the Client's premises or at the Client's authorized remote locations.

5.2. Security of the Client Access Methods. The security of the Client's access to and transactions on the Online Payment System, including, but not limited to, the security and secrecy of the Client Access Methods, will at all times be the sole responsibility of the Client and will be administered by the Site Administrator. The Client hereby acknowledges that:

- a) there are inherent risks of using online financial services such as the Online Payment System if the security of the Client Access Methods are not strictly maintained; and
- b) it is important (among other things) that the Client:
 - (i) takes appropriate security measures to protect their devices and computer systems;
 - (ii) protects the Client Access Methods, security tokens (if applicable), personal details and other confidential data;
 - (iii) does not use the same Client Access Methods for different websites, applications or services. Client Access Methods should not be based on guessable information such as personal telephone number, birthday or other personal information; and
 - (iv) adopts security precautions and practices including up-to-date anti-virus, anti-spyware, firewall software and operating systems on their devices and computer, remove file and print sharing, make regular back up of critical data, consider the use of encryption technology, log off online sessions when complete, clear browser cache after the online session, does not install software or run programs of unknown origin, does not open email attachments from strangers, does not disclose sensitive information to little-known or suspect websites, does not use a computer or a device which cannot be trusted and does not use public computers to access the Online Payment System.

5.3. Site Administrator. The Client must appoint and maintain the appointment of a Site Administrator and provide Convera with the name of that individual. The Site Administrator is responsible for maintaining the security of the

Client Access Methods and will be designated as the primary Client contact (unless otherwise communicated in writing by the Site Administrator or a duly authorised officer of the Client, which writing will designate a replacement contact). The Site Administrator may also, among other things, add/remove an Authorised User (by delivering a notice of such a change in writing) and/or, enable Authorised Users to initiate an electronic debit payment(s) via the Online Payment System. The Client acknowledges that prior to adding an Authorised User Convera is required to identify and verify the individual in accordance with relevant law.

5.4. Authorised Users. The Site Administrator must provide Convera with a list identifying each Authorised User so Convera can properly assign the Client Access Methods. Each Authorised User may make changes to its Client Access Methods at any time after Convera' initial assignment.

6. Foreign Currency Cheque Purchase

6.1. Purchase and conversion. Convera may agree to purchase and convert into Hong Kong dollars, or some other currency, a foreign currency cheque(s) that the Client has received in its name and delivered to Convera. Convera may request additional information satisfactory to Convera, in its sole discretion, that the Client has the authority to deliver the foreign currency cheque to Convera for purposes of foreign currency conversion and negotiation.

6.2. Endorsement. Any foreign currency cheque(s) delivered to Convera for the purpose of purchase and conversion must be endorsed to Convera, without restriction or qualification, by an authorised representative of the Client.

6.3. Non-negotiable cheques. In the event that a foreign currency cheque(s) is returned to Convera as non-negotiable or for insufficient funds or is otherwise not accepted by Convera's depository financial institution, such cheque(s) will be returned to the Client and the Client agrees to immediately reimburse Convera for amounts delivered to the Client by Convera in connection with the foreign currency cheque(s) purchase, plus any charges, fees or losses that Convera may have incurred.

6.4. Lost, stolen or destroyed cheques. In the event that a foreign currency cheque is lost, stolen or destroyed in transit during the clearing process, Convera will promptly notify the Client after being advised of any such loss, theft or destruction. Convera will provide the Client with a letter certifying that Convera has not received value for the foreign currency cheque(s) and the Client agrees to immediately reimburse Convera for any amounts delivered to the Client by Convera in connection with the foreign currency cheque(s) purchase. If such amounts have been delivered to the Client in foreign currency Convera may convert such amounts to Hong Kong dollars at its then prevailing spot foreign exchange rate and the Client shall immediately remit the Hong Kong dollar amount in accordance with Convera instructions.

6.5. Foreign currency cheque indemnity. The Client agrees to indemnify and hold Convera harmless for any damages, losses, costs and expenses incurred by Convera in connection with Convera' acceptance, negotiation or purchase of any foreign currency cheque received by Convera from the Client. The Client acknowledges that Convera is relying upon this indemnity in providing value in exchange for any foreign currency cheque.

7. Incoming Payments

7.1. Delivery of Incoming Payments

- a) The Client may instruct a third party to electronically deliver a certain amount of funds for the benefit of the Client into a correspondent bank account designated, owned and maintained by Convera ("Incoming Payment").
- b) The Client must require that the third party sender include the Client's name and account number (as designated by Convera) in the memo or reference line of any such Incoming Payment. Convera may in its sole discretion, attempt to contact the third party sender to secure any additional information that may be needed to ensure accurate processing of the Incoming Payment.
- c) Convera will not be liable to the Client for any loss or damage suffered by the Client as a result of any

delay in delivery of the Incoming Payment which results from the lack of complete and accurate Incoming Payment information.

- d) Following Convera's receipt and confirmation of the Incoming Payment, Convera will deduct its applicable fees and may deliver the Incoming Payment into the Holding Balance or, if the Client previously had delivered an Instruction stipulating the disposition of the Incoming Payment, Convera will initiate the payment in accordance with such Instruction.

8. Standing Order Instructions

8.1. Standing Order Instruction. If the Client issues a Standing Order Instruction to Convera, the Client authorises Convera to accept and act in accordance with the Instruction to purchase or sell Contract Funds at a specified Target Rate. Each Standing Order Instruction will only be effective after Convera has received it and has had a commercially reasonable opportunity to act upon it. The Standing Order Effective Period, as communicated to Convera in the Standing Order Instruction, shall be deemed to be "good until cancelled" unless the Client provided a fixed ascertainable date for the end of the Standing Order Effective Period.

8.2. Standing Order Purchase or Termination. If the terms of the Standing Order Instruction are met during the Standing Order Effective Period, Convera will send to the Client a Transaction Confirmation in respect of each Transaction executed pursuant to the Standing Order Instruction. If the terms of the Standing Order Instruction are not met by the end of the Standing Order Effective Period, the Standing Order Instruction will expire. The Client agrees to promptly review each Transaction Confirmation for accuracy and immediately advise Convera of any error or discrepancy.

8.3. Cancellation of a Standing Order Instruction. To cancel a Standing Order Instruction, Convera must receive an Instruction directing cancellation and have had a commercially reasonable opportunity to act upon such Instruction. In the absence of such Instruction, Convera will honour the Standing Order Instruction and the Client will be liable for Settlement.

8.4. Target Rate. If the Target Rate does not become Sustainable and Purchasable during the Standing Order Effective Period, the Standing Order Instruction will automatically expire at the end of the Standing Order Effective Period. Unless otherwise stated by Convera, Standing Order Instructions are accepted between 9:00 a.m. and 5:00 p.m. (Hong Kong time). Unless otherwise stated by Convera, Standing Order Instructions will remain in force until 5:00 p.m. (Hong Kong time) on the last day of the Standing Order Effective Period.

9. Forward Contracts

9.1. Forward Contracts. Each Forward Contract will be governed by the provisions of this clause 9, in addition to other terms in these Terms and Conditions. Where there is a conflict between the terms of this clause 9 and the Terms and Conditions, the terms of this clause 9 shall prevail with respect to Forward Contract(s) Services, to the extent of the conflict.

9.2. Initial Margin and Margin Call Payments.

- a) Convera may, in its sole discretion, require the Client:
 - (i) to make an Initial Margin payment in relation to any Forward Contract before entering into a Forward Contract or within two (2) Business Days of the Client's Instruction to enter into a Forward Contract; and/or
 - (ii) to make an Initial Margin payment (if not already provided) or Margin Call payment within two (2) Business Days at any time and on more than one occasion during the term of a Forward Contract.
- b) Initial Margin and Margin Call payments are intended to maintain the relative value of the funds to be purchased from or sold to Convera pursuant to a Forward Contract or to address, in Convera's sole discretion, an adverse change in the Client's financial standing and/or creditworthiness or an adverse

change in the external economic environment. The Client acknowledges that the amount of any Initial Margin or Margin Call will be determined by Convera in its sole discretion and that Convera may require an Initial Margin or Margin Call payment to be made even if Convera has provided the Client with a Facility.

- c) Any Initial Margin and/or Margin Call payments delivered by the Client and received by Convera will be applied to satisfy the Client's total payment obligation owed to Convera with respect to the relevant Forward Contract on the Settlement Date or on the date of any final drawdown unless otherwise agreed. Convera retains the right to refund any Initial Margin and/or Margin Call payments delivered by the Client and received by Convera at its absolute discretion at any time.
- d) Convera may credit all or any part of Initial Margin and/or Margin Call payments received from Client to the account of Convera Hong Kong or Convera International. The funds will be held by Convera Hong Kong or Convera International absolutely and may be used by Convera Hong Kong or Convera International for any purpose.
- e) The Client agrees and acknowledges that the Client has credit exposure to Convera Hong Kong and Convera International (as neither Convera Hong Kong nor Convera International hold the Initial Margin and/or Margin Call funds on trust or as nominee for the Client).

9.3. The Client acknowledges and agrees that any interest that accrues with respect to funds held by Convera on behalf of the Client shall irrevocably transfer and assign to Convera in consideration for the Client's use of the Services.

9.4. Delivery of Funds. Once Settlement has been received by Convera with respect to a Forward Contract, Convera will deliver the Contract Funds in accordance with the Instruction or, if no such Instruction is provided, into a Holding Balance. If the Client does not have access to a Holding Balance, the Client must provide to Convera, at least two (2) Business Days before the Settlement Date or draw down date, the necessary remittance details and Instructions to initiate payment of the Contract Funds to the Payee.

9.5. Draw Down. Subject to Convera's agreement the Client may draw down against a Forward Contract during the Delivery Window provided that Convera has received Settlement in immediately available funds corresponding to the amount of the draw down. Notwithstanding any draw down, the Client is required to provide full Settlement (or any remaining balance) to Convera in immediately available funds in connection with a Forward Contract on or before the end of Business Hours on the Settlement Date. Convera may, at its discretion, apply to any draw down any rate of exchange that it deems reasonably appropriate.

9.6. Rollover. Subject to Convera's agreement the Client may rollover a Forward Contract, or any portion thereof, before the Settlement Date subject to the terms, conditions and costs (if any) of such rollover being agreed in advance by the Client and Convera.

9.7. Product Disclosure Statement. A full description of Convera Forward Contracts, including their benefits, risks, fees and costs is set out in the Forward Exchange Contracts Product Disclosure Statement. A copy of the Forward Exchange Contracts Product Disclosure Statement was provided with the Trading Application and is available at our website at <https://convera.com/en-hk/> Convera will also provide a copy on the Client's request.

9.8. Termination of Forward Contracts

(a) If the Client:

- (i) fails to deliver to Convera any Initial Margin or Margin Call or, communicates to Convera an intent not to provide to Convera any Initial Margin or Margin Call required in relation to a Forward Contract; or
- (ii) disputes the validity or existence of a Forward Contract or defaults, or communicates its intent to default, on any of its obligations described in the Terms and Conditions including any of the representations or warranties set out in clause 9.9 of these Terms and Conditions or elsewhere; or
- (iii) is insolvent or a receiver or administrator is appointed with respect to some or all of its assets

or it enters into liquidation or is subject to any other analogous insolvency event; or

- (iv) ceases or threatens to cease to carry on business or sells all, or substantially all of the assets of the business; or
- (v) breaches any applicable laws,

Convera may, without notice, immediately terminate the relevant Forward Contract and/or any other outstanding Forward Contract agreed to between the Parties without any liability to Convera and/or take any other steps Convera deems appropriate, including any actions contemplated under clause 10 (Settlement) of the Terms and Conditions, to mitigate the potential losses) caused by the Client's failure to honour its contractual obligations under the Forward Contract.

- (b) In the event of such termination, the Client agrees to pay to Convera on demand within five (5) Business Days, the amount of any and all losses and expenses incurred by Convera in connection with the termination and unwinding of the Forward Contract(s).
- (c) Where a Forward Contract has been terminated, the Client agrees that Convera's sole liability to the Client will be to return any amounts the Client actually paid to Convera that remain after deducting all amounts owed to Convera. Except as contemplated in this clause 9.8 (Termination of Forward Contracts), the Client understands that a Forward Contract, once agreed and entered into, cannot be terminated.

9.9. Representations and Warranties

- (a) Authority.** The Client represents and warrants that the individual(s) acknowledging and agreeing these Terms and Conditions (i) has/have the authority to agree to bind the Client to the Terms and Conditions, and (ii) is/are authorised to act on the Client's behalf and is/are authorised to empower each Authorised Person appointed in accordance with clause 3.1 (Authorised Persons) of the Terms and Conditions.
- (b) No speculation.** The Client represents and warrants that it is entering into these Terms and Conditions for lawful and commercial/ business purposes only and not for the purpose of investment or speculation.
- (c) Repetition of Representations and Warranties.** The Client repeats each representation and warranty made in clauses 9.9(a) and (b) and each representation and warranty made in clauses 19.2 to 19.5 (inclusive) of the Terms and Conditions on the date of the acknowledgment and agreement to these Terms and Conditions, on the date of each Instruction and on each Transaction Date.

9.10. Client Complaints and Disputes. Details of Convera's Client complaint process in respect of Forward Contracts is set out in the Forward Exchange Contracts Product Disclosure Statement.

9.11. Disclaimer. Convera offers Forward Contracts to its Clients for the purpose of hedging the Client's currency risk in connection with its business and not for the purpose of speculation. Forward Contracts are exempt from the Securities and Futures Commission Licensing Regime in respect of Leveraged Foreign Exchange Trading.

10. Settlement

10.1. Settlement. Unless otherwise provided in these Terms and Conditions or agreed in writing between the Parties, the Client agrees to promptly deliver Settlement to Convera or Convera's nominated account in immediately available funds on or before the Settlement Date (which date may be amended from time to time if Convera agrees). For the avoidance of doubt, unless otherwise agreed by Convera, or as otherwise provided in these Terms and Conditions, Settlement must be delivered directly by the Client to Convera. If Settlement is paid to Convera electronically, the Client agrees that Settlement shall not be recallable by the Client without Convera's prior written consent. Convera does not accept cash or a third party's funds for Settlement. If the Client fails to make immediate payment in full Settlement for the Transaction, Convera shall have the right to suspend and/or ultimately terminate these Terms and Conditions, terminate and unwind any Transactions and/or initiate any proceedings necessary to recover any balance due. Such steps shall be at the sole discretion of Convera, and the Client agrees:

- (i) that Convera shall have no liability to the Client, and the Client waives any claim or action against Convera;
- (ii) to indemnify and hold Convera harmless from any and all liability, claims, damages, and costs, including all reasonable fees incurred by Convera resulting from the Client's failure to pay and Convera's effort to collect any balance due (including any costs associated with terminating and unwinding any Transactions); and
- (iii) Convera may recover interest calculated at:
 - A. the HSBC Best Lending rate plus 1% upon any unpaid amounts up to five(5) days after they are owing, and
 - B. at the HSBC Best Lending Rate plus 3% or HK\$50 (whichever is higher) for any day thereafter.

10.2. Settlement using Collateral. In the event that the Client defaults with respect to any payment obligation arising under these Terms and Conditions, the Client acknowledges and agrees that Convera and/or any Convera Group Company may satisfy any resulting liability to Convera and/or any other Convera Group Company, out of any funds held by Convera and/or a Convera Group Company in relation to a Transaction (whether held absolutely or on behalf of the Client), including without limitation funds maintained in a Holding Balance or other obligations owed to the Client (such as distribution of Contract Funds), without prior notification to the Client. In the event such funds or other obligation is insufficient, the Client will remain liable to Convera for full Settlement or for any costs associated with terminating and unwinding a Transaction and must promptly pay on demand the amount of any loss or expense sustained by Convera.

10.3. Set-Off. Subject to applicable laws, without prior notice to the Client, the Client acknowledges and agrees that Convera may at any time set off any amount payable by Convera or any Convera Group Company to the Client against any amount payable by the Client to Convera or any Convera Group Company. For this purpose any amount outstanding may be converted by Convera into the currency in which any other amount is denominated at the rate of exchange at which Convera would be able, in good faith and using commercially reasonable procedures, to purchase the relevant amount of such currency. If an obligation is unascertained, Convera may in good faith estimate that obligation and set off in respect of the estimate, subject to accounting to the Client when the obligation is ascertained. In the event such funds or other obligation is insufficient, the Client will remain liable to Convera for full Settlement or for any costs associated with terminating and unwinding a Transaction and must promptly pay on demand the amount of any loss or expense sustained by Convera. Nothing in this clause 10.3 (Set-Off) will be effective to create a charge or other security interest.

10.4. Electronic debits. If the Client has authorised Convera to initiate debit entries to the Client's bank account by direct debits, the Client agrees that in the case of debit instructions transmitted through the Online Payment System, the usage of the Client Access Methods is a security procedure which constitutes a commercially reasonable method of protecting against unauthorised debits. The Client agrees to be bound by any debit instructions, whether authorised or not, issued in its name and acted upon by Convera, and the Client agrees to indemnify Convera and hold it harmless from and against any and all liability, loss and expense incurred by Convera in connection with its execution of debit instructions believed by Convera to have been issued by an Authorised User. In the event the Client elects not to use or adhere to the security procedures described above, the Client will remain liable as set forth hereinabove for any debit instructions issued in its name, whether authorised or not, and acted upon by Convera. The Client agrees that Convera and the Client's bank are authorised to credit the Client's account from time to time in the event that credit adjustments become necessary. The Client authorises Convera to contact the Client's bank as necessary to provide the Services.

10.5. Changes to Clients bank. The Client must provide written notice to Convera if the Client changes the account(s) at its bank / financial institution from which Convera has been granted the authority to initiate electronic debits. Such notice will take effect thirty (30) days after Convera's receipt of such notice.

10.6. Dishonoured Settlement. In the event any cheque delivered or telegraphic transfer authorised by the Client is dishonoured by the Client's bank, Convera will charge and the Client agrees to pay all processing costs associated with each returned cheque or rejected electronic debit.

11. Holding Balances

11.1. Delivery of funds into a Holding Balance. Convera may credit all or any part of any funds purchased by the Client or paid to it by the Client (or a third party on the Client's behalf for Incoming Payments) to a Holding Balance. If it does so, the funds will be held by Convera International absolutely and may be used by Convera International for any purpose. Convera International then has an obligation to pay the relevant amount of the Holding Balance to or at the direction of the Client.

The Client agrees and acknowledges that:

- (i) Holding Balances are being made available to facilitate the Client further trading in foreign exchange or the Client's settlement of foreign exchange with third parties.
- (ii) the Client has credit exposure to Convera International (as Convera International does not hold Holding Balances on trust or as nominee for the Client); and
- (iii) the making of the payment by the Client will not affect any obligation of the Client to Convera, except to the extent that funds are paid to Convera from the Holding Balance in accordance with an Instruction from the Client.

11.2. Funds owed to Convera. The Client irrevocably grants Convera International the authority and directs Convera International to pay to Convera Hong Kong or Convera International or a Convera Group Company (as the case may be) from the Holding Balance:

- (i) any amount due to Convera or a Convera Group Company in relation to any Foreign Exchange Contract requested in an Instruction; and
- (ii) any other amount due to Convera, Convera International and/or a Convera Group Company under these Terms and Conditions.

Each such payment will be taken for the purposes of these Terms and Conditions to have been requested in an Instruction.

11.3. Holding Balance Limits. Funds may be maintained in a Holding Balance for a maximum of 180 days. The Client shall be responsible for all risks (including, without limitation, volatility of the foreign currency market) associated with maintaining Holding Balances in one or more foreign currencies. If Convera does not receive a timely Instruction for the disposition of such funds, those funds will be converted to the Client's home currency at the then-prevailing exchange rate(s) and returned to the Client.

11.4. Repayment on termination. In the event that these Terms and Conditions are terminated for any reason Convera may convert funds that are held in the Client's Holding Balance into the Client's home currency at the then-prevailing exchange rate(s) and return such funds to the Client.

12. Termination and Survival

12.1. Termination for Convenience. Any Party may terminate these Terms and Conditions at any time, with or without cause, upon providing written notice to the other Party.

12.2. Termination by Convera. Convera may terminate these Terms and Conditions immediately upon written notice to the Client and/or cancel or reject any Instruction at any time, with or without notice:

- (i) if the Client breaches any of these Terms and Conditions (including without limitation, a breach of clause 10 (Settlement)); and/or
- (ii) in the case of any breach or non-compliance or suspected breach or non-compliance by the Client of any law and/or regulation; and/or
- (iii) if required to comply with any law or regulation applicable to Convera; and/or
- (iv) Convera determines (at Convera's sole discretion, acting reasonably) that the Client is using the Services for (or in connection with):

- A. gambling, pornography or other similar activities;
- B. personal, family or household purposes; or
- C. investment or speculative purposes.

12.3. Survival. The provisions in these Terms and Conditions relating to:

- (i) indemnification in clause 4 (Online Payment System License);
- (ii) Online Payment System security in clause 5 (Online Payment System Security);
- (iii) settlement in clause 10 (Settlement); and
- (iv) all of clauses 14 (Intellectual Property), 15 (Data Rights; Confidentiality), 16 (Indemnification & Limitation of Liability), 18 (Compliance with Laws), 19 (Representations and Warranties) and 20 (General Terms & Conditions) will survive completion of the Services to the Client and termination of these Terms and Conditions.

12.4. Accrued Rights. For the avoidance of doubt, termination by either Party will not affect any rights that have accrued prior to termination (including with respect to any Transaction existing at the date of termination).

13. Wholesale Banknote Dealing

13.1. Purchase or Foreign Currency Banknotes. Convera may at its discretion agree to purchase foreign currency banknotes from Client from time to time in accordance with this paragraph. The exchange rate applicable to any such transaction shall be set by Convera and agreed by Client pursuant to an Instruction. In the event that Convera agrees to purchase foreign currency banknotes Client is required to confirm the amount of banknotes prior to 11:00 a.m. on the day of settlement and complete delivery to Convera or its nominated service provider or bank (Collecting Bank) before 2:00 p.m. unless otherwise agreed by Convera. Client shall remain liable for any funds due and owing to Convera in the event that the Collecting Bank refuses to accept a banknote for any reason (including but not limited to banknotes that are damaged, outdated or suspected of being counterfeit) and hereby indemnifies Convera against any losses or damages that it suffers as a result of such refusal by the Collecting Bank. Convera may agree or refuse to purchase banknotes in its sole discretion and agreement may be subject to such terms as Convera determines including but not limited to Client providing satisfactory evidence that the banknotes have been procured from a legitimate business source and are not being disposed of to facilitate any illegal activity.

13.2. Sale of Banknotes. Convera at its discretion may agree to sell banknotes to Client from time to time in accordance with this paragraph. The exchange rate applicable to any such transaction shall be set by Convera and agreed by Client pursuant to an Instruction. Convera requires Settlement in immediately available funds prior to delivering banknotes in accordance with this clause 13.2. Client will be required to authorise its nominated collecting agent in accordance with Convera's standard procedures which shall be notified to Client at the time. Convera or its nominated service provider or bank will only deliver banknotes to a properly authorised collecting agent with Hong Kong Identity Card identification or any other identification document acceptable by Convera. Client hereby agrees that signed confirmation of receipt by the collecting agent shall constitute acceptance of the banknotes and that no dispute including but not limited to the validity, condition and the amount of banknotes may be entered thereafter.

14. Intellectual Property

14.1. Convera Deliverables. The Client acknowledges and agrees that all copyright and other intellectual property rights in and to any deliverables produced by Convera in carrying out any of the Services for the Client (including, but not limited to reports, compilations or databases in any and all media and any promotional materials or promotional sites of a third party) will be the property of Convera (or the applicable Convera Group Company). The Client will be permitted to use such reports, compilations or databases for its own

internal business purposes but it must not disclose, disseminate, sell or otherwise make any such deliverables available to any third party whether in whole or in part, without the express written consent of Convera.

14.2. Convera Systems. The Client acknowledges and agrees that all Convera web-pages (including service marks, logos and trademarks), applications, process, systems and the Services ("Convera Systems"), are the property of Convera (or the applicable Convera Group Company) and protected by copyright law and/or other intellectual property laws. Except as set forth in this clause 14 (Intellectual Property), the Client must not:

- (i) reproduce any part(s) thereof in any form;
- (ii) create any derivative work based thereon, or
- (iii) incorporate Convera Systems into other websites, electronic retrieval systems, publications or otherwise.

Subject to the Client's compliance with these Terms and Conditions, the Client is permitted to view, use, and download a single copy of any web-page(s), (but not any applications, processes or systems) for the purposes of its internal recordkeeping and accounting for transactions.

15. Data Rights; Confidentiality

15.1. Information for Services. The Client acknowledges that for Convera to perform any of the Services, it is necessary for the Client to provide certain information to Convera, such as the Client's banking details, transaction currencies, amounts or any other information related to the Services that the Client requests or the Client ("Confidential Client Information"). The Confidential Client Information does not include information that is or has become publicly known, has been independently developed by Convera without use of any of the Confidential Client Information, or is received from a third party who has no obligation of confidentiality with respect to such information.

15.2. Payee Data. Convera, at times and in its sole discretion, may, contact any Payee to effect the delivery and provision of the Services, including, but not limited to, the ongoing maintenance of Payee details (e.g., bank account information, routing number and contact details) ("Payee Data"). Nothing in these Terms and Conditions is intended to or should be construed to:

- (i) preclude, restrict or prevent Convera from establishing or maintaining with any Payee a commercial relationship that is separate and distinct from the Services provided to the Client hereunder; or
- (ii) relieve the Client of its responsibility to ensure the accuracy of all Payee Data contained in any Instruction.

The Client further acknowledges that Convera already holds and maintains Payee Data for an extensive compilation of Payees and, therefore, the Client's right to any particular Payee Data will not be exclusive. Convera agrees that any Payee Data received from the Client will not be disclosed to any third party, except as necessary to deliver the Services, to comply with relevant laws, for Convera's own business purposes, including, but not limited to conducting surveys to ascertain Payee satisfaction with the Services, marketing the Services to any Payee or as otherwise contemplated under these Terms and Conditions.

15.3. Use of Client Information

- a) The Client's personal information is controlled and is processed by Convera in accordance with applicable law. Convera uses personal information that the Client provides to Convera when using Convera's products and the Services, as well as other information that is collected or generated during Convera's relationship with the Client. This includes information from other services like money transfers, bill and business payments, loyalty or membership program details, historical transactions, and marketing choices. This information is used for the following purposes:
 - (i) to provide the Client with the Services;
 - (ii) administration;
 - (iii) customer service;

- (iv) to comply with relevant laws, including but not limited to anti-money laundering laws and Convera anti-money laundering policies and procedures;
 - (v) to validate the Client's details;
 - (vi) to complete analysis and research;
 - (vii) to help prevent and detect of fraud;
 - (viii) debt and theft recovery and enforcement of Convera rights under these Terms and Conditions; and
 - (ix) to help Convera improve its products and services and operations.
- b) Convera may also use, collect from and share with other businesses who work with Convera information from other products and services and convenience and/or rewards programs, which the Client has registered for during the Client's relationship with Convera. Convera will hold and retain the information that the Client gives Convera about another person including the details of any of the Client's nominated beneficiary's in order to execute the transaction. It is the Client's obligation to ensure prior to providing this information that the Client has notified and secured authorization from the other person on Convera's use and disclosure of this information as set out in this clause 15 (Data Rights; Confidentiality).
- c) Convera may transfer information to affiliates in countries other than the country in which the information was originally collected or created, including to affiliates in the United States. Convera may also provide the information to other organisations, that help Convera run its business, if there is a reasonable need, to carry out or aide the payment services, future services, or for any of the reasons or uses set out in this clause 15 (Data Rights; Confidentiality). Convera may add to information the Client provides with information from available other business or individuals, including information to validate the accuracy of the Client information provided by the Client. Convera may disclose personal data, including without limitation, name, customer identity number, address, transaction patterns and bank account information:
- (i) if required to do so by domestic or foreign law or legal process; or
 - (ii) to law enforcement authorities or other government officials (including those in this country, the United States, or elsewhere) for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.
- d) The information Convera holds may be accessed by Convera and its affiliates including but not limited to any authorized Convera third party service provider for any of the purposes set out in this clause 15 (Data Rights; Confidentiality) or for other purposes to which the Client has agreed. The Client has a right to ask Convera to see and get a copy of the Client's information, and Convera may charge a small fee for the provision of the information. The Client can also correct, erase or limit Convera's use of the Client's information which is incomplete, inaccurate or out-of-date. The Client may object at any time on legitimate reasons to the use of the Client's Personal Data, where the use is not required to complete the Service, or required by law or regulation. If the Client wishes to exercise these rights or no longer wishes to receive commercial communications from Convera, please contact Convera by emailing privacymatters@convera.com or alternatively by writing to the address: Attention: Privacy Officer, Convera, Room 501, Level 5, K11 Atelier, 728 King's Road, Quarry Bay, Hong Kong .

16. Indemnification & Limitation of Liability

16.1. Client Indemnity. The Client agrees to indemnify and hold Convera and any other Convera Group Company harmless for any damages, losses, costs and expenses incurred by any of them in connection with any Instruction made by the Client or Convera's actions in response to receiving an Instruction from the Client

(including losses relating to the disposal or reuse of any foreign currency acquired or made available by a Convera Group Company) together with interest until the date of payment, unless such damages, losses, costs and expenses are caused by gross negligence or intentional misconduct of Convera or any other Convera Group Company. Where applicable, Convera holds the benefit of this indemnity on trust for itself and each Convera Group Company.

16.2. Disclaimers

- a) The Client agrees that excluding Convera International no Convera Group Company will be liable to the Client for the performance of, or failure to perform, any obligations of Convera International under these Terms and Conditions.
- b) The Client understands that the Online Payment System and the licence to use and access it is provided on an "as is" basis, to the extent permitted by law, without warranty of any kind, either expressed or implied. Convera does not warrant the accuracy or completeness of the information available through the Online Payment System and disclaims any liability for errors or omissions or interruptions to access. Where Convera cannot exclude any express or implied condition or warranty, it limits its liability to the:
 - (i) resupply of the Services; or
 - (ii) cost of having the Services resupplied.
- c) TO THE EXTENT PERMITTED BY LAW, CONVERA EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND PERFORMANCE.
- d) The Client acknowledges that laws may imply certain conditions and warranties in these Terms and Conditions and confer certain rights and remedies on the Client that cannot be excluded or modified ("**Rights**"). These Terms and Conditions do not exclude or modify any of those Rights if to do so would contravene a law or make any part of these Terms and Conditions void.
- e) The Client acknowledges that in addition to the fees charged by Convera for an electronic funds transfer, any correspondent bank or intermediary bank or beneficiary bank, which facilitates the sending or payment of an electronic funds transfer or Draft may impose their own fees or charges, which may be deducted from the amount paid to the Client or its Payee. The Client acknowledges and agrees that Convera shall not be liable to the Client for the deduction of fees from a Transaction or charges that are imposed by an intermediary bank, correspondent bank or beneficiary bank.

16.3. LIMITATION OF LIABILITY. THE CLIENT AGREES THAT CONVERA WILL NOT BE LIABLE TO THE CLIENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF AGREEMENTS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO GOODWILL, LOSS OF REPUTATION OR LOSS OF USE OF OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION ARISING FROM ANY PROVISION OF THE SERVICES OR IN CONNECTION WITH ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE (EVEN IF CONVERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). EXCEPT TO THE EXTENT CONTEMPLATED UNDER CLAUSE 4.5 (INTELLECTUAL PROPERTY INDEMNITY) AND TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL CONVERA'S LIABILITY TO THE CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING ALL INDEMNIFIED AMOUNTS), EXCEED THE SUM OF:

- (i) THE HONG KONG DOLLAR VALUE OF THE RELEVANT TRANSACTION AS OF THE TRANSACTION DATE; AND
- (ii) THE AMOUNT OF ANY FEE OR COMMISSION CHARGED AND COLLECTED BY Convera IN CONNECTION WITH THE RELEVANT TRANSACTION.

17. GST/VAT and Taxes

17.1. GST/VAT. Any consideration payable or to be provided for a supply of Services pursuant to these Terms and Conditions does not include any amount on account of GST/VAT. If GST/VAT is payable on any supply of services the Client must pay to Convera an additional amount equal to the GST/VAT payable on the supply of

those Services, provided that Convera first issues a tax invoice.

17.2. Taxes. The Client shall be responsible for remitting to the appropriate tax authority any taxes that may apply to any payments initiated in connection with the Services. The Client acknowledges that Convera shall not be responsible for determining what, if any, taxes apply to the Client's payments.

18. Compliance with Laws

18.1. Transaction Processing. The Client understands, acknowledges and agrees that all transactions, wherever originated, may be processed by Convera or may be processed on behalf of Convera by one or more of its affiliated Convera Group Companies, one or more of which may be located outside the country of the Client. As such, all transactions, wherever originated, will be processed in accordance with the laws and regulations of the jurisdiction where the transaction is being processed, including but not limited to, those laws and regulations relating to anti-money laundering, anti-terrorism financing and foreign asset control.

18.2. Freezing or Blocking Transactions. In certain circumstances, Convera may be obliged to freeze or block a Transaction to comply with applicable laws. Freezing or blocking can arise as a result of the account monitoring that Convera conducts as required by relevant laws or where the name of a sender or beneficiary of a Transaction matches a name on a relevant government list of prohibited persons or where the Transaction is being sent to a country that has been subjected to relevant government sanctions. If this occurs, Convera is not liable to the Client for any consequences or losses whatsoever and the Client agrees to indemnify Convera to the extent that Convera incurs any liability in connection with the freezing or blocking of the Client's account.

18.3. Suspension and Termination. Convera may terminate these Terms and Conditions and/or suspend the provision of Services hereunder or cancel or reject any Instruction at any time, with or without notice, in the event of any (i) actual or suspected regulatory non-compliance or breach of laws by the Client; (ii) risk of reputation damage to Convera; or (iii) if otherwise required to comply with applicable laws or regulations.

18.4. Disclosure. The Client understands that Convera takes appropriate measures to ensure that it is not participating or assisting in money laundering or terrorist financing. The Client agrees that Convera (or any Convera Group Company), at its sole discretion, may disclose any transaction-related information including but not limited to Client Confidential Information or Payee Data in order to satisfy Convera's legal obligations under applicable law, including, but not limited to, anti-money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by law or court order. Furthermore, such disclosure may be made to any governmental agency, body or department that exercises regulatory or supervisory authority with respect to Convera's operations, where such disclosure is made to satisfy routine governmental audit or examination requirements or as part of informational submissions required to be made to such governmental entities in the ordinary course of business.

18.5. Additional Information. Upon request, the Client agrees to provide any additional information that Convera may need to satisfy its obligations under clause 18.4 (Disclosure).

19. Representations and Warranties

19.1. Limitation on Services.

- (a) The Client represents that the Services are being used for business/commercial purposes only and in the course of effecting genuine business transactions and not for the purpose of speculation and/or investment.
- (b) The Client further represents, warrants and confirms that all Instructions will be placed pursuant to and in accordance with these Terms and Conditions.
- (c) The Client agrees not to use the Services to make payments for any illegal purpose. In addition, the Client certifies that it will not use the Services to make any payments relating to online gambling, pornography or other similar activities (as notified to the Client from time to time).
- (d) Convera undertakes to notify the Client in the event of any material change to the provision of the

Services including but not limited to the nature of the Services, fees and charges payable by the Client with respect to the Services, Convera name and address and Convera licensing status with the Securities and Futures Commission.

- (e) The Client acknowledges that any Instruction issued will be binding upon and enforceable against the Client and does not violate the terms of any other agreement to which the Client is bound.

19.2. Client Funds.

- (a) The Client represents and warrants that it is acting as a principal and has legal title to all funds used in connection with the Transactions, and that any transaction is being undertaken in accordance with applicable law.
- (b) The Client represents and warrants that the Client has entered into these Terms and Conditions for lawful and commercial purposes connected with the Client's business and not for the purpose of investment or speculation.
- (c) The Client further represents and warrants that each use of the Services by the Client is exercised in connection with the Client's line of business and to manage the risk associated with an asset or liability owned or incurred, or reasonably likely to be owned or incurred, in the conduct of the Client's business.

19.3. Authority. The Client represents and warrants that the individual(s) signing the Trading Application has/have the authority to agree to bind the Client to the Terms and Conditions, and that the person(s) signing the Trading Application is/are authorised to act on the Client's behalf and is/are authorised to empower each Authorised Person appointed in accordance with clause 3.1 (Authorised Person).

19.4. Client Information. The Client represents and warrants that the information provided in the Trading Application is true and accurate and not misleading in any way. The Client undertakes to immediately notify Convera in the event of any material change to the information in the Trading Application.

19.5. Not a US Person. The Client hereby represents and warrants that it is not a U.S. Person under applicable U.S. laws and regulations. The Client further agrees to promptly notify Convera if it becomes a U.S. Person. Convera is not liable to the Client for any regulatory reporting obligations that are not known to Convera.

19.6. Repetition of Representations and Warranties. The Client repeats each representation and warranty made in clauses 19.2 to 19.5 (inclusive) on the date of each Instruction and each Transaction Date.

20. General

20.1. Equitable Remedies. The Parties agree that monetary damages may not be a sufficient remedy for breach of the confidentiality and licence undertakings in these Terms and Conditions. Accordingly, in addition to all other remedies, each Party will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach of those provisions.

20.2. Waiver. Either Party's failure to exercise any of its rights under these Terms and Conditions will not be deemed a waiver of such rights or remedies.

20.3. Severability. If any provision in these Terms and Conditions is held to be unenforceable by a court of competent jurisdiction, the remainder of the provisions will remain in full force and effect.

20.4. Client complaints and Disputes. Convera will endeavour to resolve any Client complaint with respect to the Services by applying its complaint and dispute resolution process ("Client Complaint Process"). Nothing in the Client Complaint Process shall prevent Convera from exercising its rights under these Terms and Conditions at any time including but not limited to terminating any Foreign Exchange Contract or these Terms and Conditions and taking action to recover any resulting losses.

20.5. Governing Law. These Terms and Conditions are governed by the laws of Hong Kong Special Administrative Region ("HK SAR"), without regard to the law of conflicts, and the Parties agree to be subject to the jurisdiction and venue of the courts of HK SAR with respect to any disputes arising out of these Terms and Conditions.

20.6. Assignment and Novation. The rights and obligations set out in these Terms and Conditions and in each Transaction may not be assigned, transferred, novated or otherwise dealt with in any other way by the Client without first obtaining Convera's prior written consent. The Client agrees that Convera will have the right to assign, transfer, novate or otherwise deal with its rights and obligations under these Terms and Conditions and any Transaction ("Authorised Dealing") and the Client hereby consents to any such Authorised Dealing. Convera shall provide notice to the Client of any Authorised Dealing either before the Authorised Dealing takes effect or as soon as reasonably practicable thereafter.

20.7. Modification of Terms and Conditions. Convera reserves the right, in its sole discretion, to change, amend or otherwise modify these Terms and Conditions upon written notice to the Client or, upon posting of a revised version of the Terms and Conditions to Convera's website ("Notice of Change"). Any Client change, modification or amendment to these Terms and Conditions will not be binding unless set forth in a written addendum signed by both the Client and Convera. Any changes, amendments, or modifications so conveyed to the Client will be effective as to the relevant Services from the date of a Notice of Change.

20.8. Entire Agreement. These Terms and Conditions constitutes the entire agreement between the Parties concerning the subject matter hereof and supersede all prior agreements between the Parties concerning the subject matter hereof. It is expressly agreed by the Client that any indemnification obligation in effect and contemplated in any prior agreement will be extinguished as of the date the Trading Application is signed by the Client.

20.9. Force Majeure. In the event Convera is unable to deliver any of the Services due to circumstances beyond Convera's control, including, but not limited to government acts, wars, strikes, riots, other civil disturbances, legal process or failure of telecommunications or computer networks or equipment, Convera will, as soon as reasonably practicable, advise the Client, and will not, to the extent permitted by law, have any liability whatsoever for any loss resulting directly or indirectly from these circumstances, including but not limited to any liability to pay any damages or otherwise compensate the Client or any other person.

20.10. Escheatment. If a cheque issued by Convera or a Convera Group Company remains un-cashed for a period of six (6) months (as measured from the date on the cheque), the Client acknowledges and agrees that, Convera may escheat the funds in accordance with applicable abandoned property laws.

20.11. Independent Contractors. The Parties will each act at all times as independent contractors and nothing contained in these Terms and Conditions will be interpreted, construed or implied to create any agency, partnership or joint venture between the Parties. Nothing in these Terms and Conditions will be interpreted, construed or implied as creating or establishing the relationship of employer and employee between Convera and the Client. At no time will either Convera or the Client make commitments for or in the name of the other.

20.12. Publicity. The Client may not use Convera name in news releases, articles, brochures, marketing materials, advertisements and other publicity or investor promotions without the written consent of Convera.

20.13. Notices. Communications and notices required or permitted under these Terms and Conditions will be deemed delivered:

- (i) if sent by prepaid mail on the third (3rd) Business Day after posting;
- (ii) upon confirmation of delivery from the information system from which the communication was sent if sent by email
- (iii) or other electronic communication to the e-mail address last provided to Convera.

The Client agrees that any written communication by Convera may be sent by email or other electronic means to the number or email or other electronic address provided to Convera by any Authorised Person. The Client expressly agrees to receive product disclosure statements and related documents as a website link via email.

20.14. Third Party Rights. Save with respect to any Convera Group Company the Parties to these Terms and Conditions do not intend for any provision of these Terms and Conditions to be enforceable by any person or entity that is not a Party to these Terms and Conditions.

20.15. Headings. The headings of several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of these Terms and Conditions.

20.16. Laws. A reference to an "Ordinance", "Act" or other legislation includes reference to any related regulations.

20.17. Electronic execution of documents. Each of the Client and Convera unconditionally agree to accept the electronic execution of any document by the other Party relating to any Transaction or any other arrangement between the Parties.

1. 定義及釋義

1.1. 本條款及條件所用詞彙具以下涵義。

許可人士：客戶授權可代表客戶向 Convera 提供指示的個人及／或實體。為免生疑，包括許可用戶。

許可用戶：獲客戶授權可代表客戶登入網上付款系統的人士。

營業時間／營業日：就交易而言，指於交易相關司法管轄權區，銀行開門進行一般銀行業務的時間／日子。就予 Convera 的指示或付款義務而言，指於 Convera 收取指示或款項（視情況而定）的司法管轄權區，銀行開門進行一般銀行業務的時間／日子。

商品期貨交易委員會：美利堅合眾國商品期貨交易委員會。

客戶：同意本條款及條件的實體。

客戶登入方法：登入網上付款系統所需的獨有密碼及用戶識別代號。

保密客戶資料：具第 15.1 條（服務所用資料）所賦予涵義。

合約款項：客戶同意購買／出售的貨幣類別及金額。

交收窗口：Convera 所定客戶可於結算日前就遠期合約提取款項的期間。

融通：Convera 在其全權酌情下可能不時向客戶授予的結算條款及外匯風險或交易限額。有關客戶融通的其他詳情，可能載於書面通訊並由 Convera 交付予客戶。

外匯合約：客戶與 Convera 就根據任何指示執行外匯交易而訂立的具法律約束力的協議。

遠期合約：一項具法律約束力的協議，據此，客戶同意向 Convera 購入或出售特定金額的一種貨幣，並於議定的日後日期，以特定金額的另一種貨幣進行結算。

持有結餘：為方便客戶，等待接收客戶指示（包括指定誰是收款人）的期間，Convera International（或 Convera 作為其代理）絕對持有的客戶款項。

初始保證金：就遠期合約提供的抵押品（或保證金），其金額由 Convera 全權酌情釐定，並存放於 Convera。

指示（要求）：客戶要求 Convera 提供服務的要求，包括以郵件、電郵、電話、常設指示、網上付款系統或其他方法提出，而且在接收後即時生效的任何服務要求，每項要求的個別詳情列載於本文。

追加保證金：Convera 就遠期合約要求的額外保證金付款。

通知：一項以郵件、電郵、電話、網上付款系統或其他方法發出的通訊（指示除外）。網上付款系統：Convera 為進行國際付款而設的專有網上系統。

有關方：個別或共同地指客戶及／或 Convera（視文義而定）。

收款人：客戶指示 Convera 向其交付付款的任何第三方。

有關連法團：指香港法例第 622 章《公司條例》所定有聯繫公司。

服務：Convera 根據客戶指示提供外匯合約，遠期合約，以電匯、直接扣賬或存賬或銀行本票方式付款，及提供其他全球付款方案。

結算額：客戶結欠 Convera 的總金額（包括購入貨幣的成本以及任何費用及收費）。

結算日：外匯合約到期交收及結算的日期。亦可稱為到期日、交收日或起息日的指述。

網站管理員：客戶指定的人士，該名人士可登入網上付款系統及為客戶使用網上付款系統而執行安全管理，例如授予或撤銷許可用戶的特權及維護客戶登入方法。

常設指示：在常設指示生效期內，按目標匯率為客戶的賬戶購買／出售合約款項而無需獲得事先口頭批准的客戶指示。常設指示亦必須載述貨幣、金額及交收指示（如有）。

常設指示生效期：客戶指示 Convera 按目標匯率購買或出售合約款項的期間。

可持續及可購買：就外匯市場匯率而言，指執行常設指示所採用的匯率。該匯率必須是市場的成交匯率，而且在商業上合理的期間內成交量必須足以維持該匯率水平。

目標匯率：客戶指示 Convera 在指定匯率可持續及可購買時，購買／出售合約款項所依據的匯率（經應用 Convera 的差價後計算）。

條款及條件：就訂購、交付及接收根據本文擬提供的服務而共同規管各有關方之間關係的交易申請、本條款及條件及任何附文、附件、附表及／或附錄（各經不時修訂）。

交易申請：「Convera Hong Kong Limited 服務申請書」。

交易：Convera 接到指示後，同意按本條款及條件向客戶提供的外匯合約、遠期合約或任何其他服務。

交易確認書：載有有關方所訂立交易詳情的通知。

交易日：Convera 代表客戶就收取或辦理特定金額的付款而執行指示的日期。

美國人士：具商品期貨交易委員會關於衍生工具交易的規例及商品期貨交易委員會或其職員不時就衍生工具交易而發出的指引所賦予的涵義。

Convera：視文義而定，指 Convera Hong Kong 或 Convera International，視乎所提供的服務類別（列載於第 2.2 條（提供服務））而定。

Convera 集團公司：Convera 的任何有關連法團，及包括 Convera 的股東及最終控股公司，以及該最終母公司實體的所有附屬公司，包括 Convera International。

Convera Hong Kong : Convera Hong Kong Limited (唯一業務識別碼: 52528828)。

Convera International : Convera UK Limited, 或 Convera Hong Kong 不時酌情釐定任何屬於Convera集團公司。

2. 與 Convera 進行業務往來

- 2.1. 主協議。**本條款及條件為適用於所有交易的主協議。各交易特定交易細節(包括將兌換的貨幣及交易金額)將於客戶預約交易時另行協議。為免生疑,各交易將各別構成獨立協議,並將本條款及條件納入。
- 2.2. 提供服務。**所有服務將由 Convera Hong Kong 以主事人身份提供。持有結餘則由Convera Hong Kong 分包予 Convera International 提供。
- 2.3. Convera 時間。**Convera 一般於香港所有營業日營業時間內提供服務。
- 2.4. 依據指示行事。**客戶謹此授權Convera 接納、執行及依據 Convera 合理地相信由客戶發出的任何指示,以提供客戶發出的指示所載述的服務。
- 2.5. 指示的準確性。**客戶在傳送指示前,有責任確保指示所載的任何資料均準確完整及(若以書面發出)清楚可讀。若客戶其後發現指示中有任何錯誤,客戶必須即時以書面通知 Convera。
- 2.6. 指示不準確或不完整。**若客戶無法提供及時、完整、準確及清楚可讀的指示,則Convera 在等候客戶提供完成交易所必須的資料期間,可以把合約款項存放於持有結餘。Convera 毋須就客戶因任何該等延遲而蒙受的任何損失或損害負責。
- 2.7. 交易處理。**
- (a) Convera 同意在接獲指示後,於商業上切實可行的情況下(在營業時間內),盡快為客戶處理交易,惟於以下情況 Convera 隨時有權拒絕處理:
 - (i) 倘客戶須提供的資料不充分或不足;及/或
 - (ii) 為遵行適用法例及規例。
 - (b) 有關方同意一旦 Convera 形成交易確認編號,有關交易將被視為具約束力及最終的交易。
 - (c) 一旦指示獲處理及交易確認書經已形成,Convera 將向客戶提供交易確認書。除非客戶與 Convera 訂有其他書面協議,否則一旦指示獲處理,Convera 將向客戶(或收款人)寄出匯票,或在收取客戶的結算額後辦理電子轉賬。
- 2.8. 取消。**交易一旦具法律約束力,客戶無論任何情況均不得取消交易。當交易確認書並不反映所議定任何交易細節時,客戶方可著手更正交易確認書所載的任何交易細節。
- 2.9. 標高差價及費用。**客戶明白任何外匯合約適用的匯率包括 Convera 所施加的標高差價,該差價施加於為取得客戶所買貨幣的成本匯率之上。客戶明白 Convera 將就服務收取一定費用,費用載於應客戶要求而提供的費用表。客戶同意並承認,客戶於下指示前,已閱覽並同意服務相關費用。Convera 可在其全權的情況下,於向客戶發出通知後,隨時更改服務收費。任何變動會於該通知的日期或適用法例所准許時間起生效。
- 2.10. 使用分包商。**Convera 可以把服務的任何部分分包予任何第三方(不論分包商是否一家Convera集團公司),但 Convera 將仍然就提供服務承擔主要責任。
- 2.11. 出讓利息。**客戶明白並同意,除非另行議定,Convera 將不會就 Convera 因客戶而收取的任何款項(包括但不限於等待按指示處理的款項、存放於持有結餘的款項)向客戶支付任何利息。作為客戶使用服務的對價,客戶不可撤回地向 Convera 轉讓及出讓客戶可能聲稱為客戶持有的任何款項可能產生的任何利息所擁有的任何所有權。為免生疑問,該等出讓僅限於任何該等款項所賺取的任何利息。
- 2.12. 拒絕服務。**Convera 可全權決定拒絕接納任何交易申請或指示、暫停、取消、阻止或凍結任何服務(包括服務的任何部份),且於若干情況,不向客戶披露拒絕原因。
- 2.13. Convera 持倉。**為提供服務,Convera 或Convera集團公司將與批發銀行業務交易夥伴開倉買賣外匯。此或包括與客戶指令相對的持倉。

3. 指示及確認

- 3.1. 許可人士。**客戶同意名列交易申請的每名人士均為許可人士,有權發出指示,而 Convera 亦獲授權(但並無義務)按照任何該等人士或宣稱是該等人士的任何人士發出的任何指示行事。若客戶有意更改許可人士,則必須以書面通知 Convera。客戶承認直至 Convera 實際接獲該項書面通知,Convera 有權依賴客戶最近期的許可人士名單。
- 3.2. 電話指示。**客戶同意其會受到所有電話指示的約束,不論該等指示是否於其後以書面確認。在核實來電者的身份時,Convera 的義務僅限於要求來電者提供其姓名。若來電者表明本身是一名許可人士,Convera 有權假定來電者是該等人士。客戶承認,Convera 提供服務期間,與 Convera 所有電話對話將由 Convera 所操作的中央錄音帶錄音系統錄音。客戶同意 Convera 為保障有關方而把所有電話指示錄音,並確認該等錄音為 Convera 的財產。

3.3. 電郵指示。客戶同意 Convera 可按照來自或看來來自許可人士的任何電郵指示行事，而客戶將受到該等指示的約束。

3.4. 網上指示。客戶同意 Convera 可按照透過網上付款系統接收的任何指示行事，而客戶將受到該等指示的約束。

3.5. 交易確認書。Convera 將向客戶發出交易確認書，當中將列載 Convera 接獲的任何指示的詳情。客戶同意 Convera 以電郵方式將交易確認書傳送至 Convera 為客戶持有的電郵地址。若指示與交易確認書之間有任何不一致之處，客戶必須於營業時間即時通知 Convera 有關不一致。若客戶無法在 Convera 寄發交易確認書當日後一（1）個營業日內傳達有關不一致，則交易確認書將構成指示詳情的不可推翻證據。倘交易確認書條款與條款及條件有任何衝突，以交易確認書條款為準。

4. 網上付款系統的特許使用權

4.1. 網上付款系統的特許使用權。客戶可要求登入網上付款系統，而 Convera 可於提供有關登入前要求客戶簽署額外授權表。自 Convera 提供網上付款系統登入權起，於本條款及條件生效期間，客戶將僅為方便其取用服務而獲授網上付款系統的非獨家、不可轉讓及不可分特許的特許使用權。

4.2. 網上付款系統的限制。客戶同意網上付款系統是及一直是 Convera（或適用的 Convera 集團公司）的獨有財產。因此，客戶不得向任何第三方發行或披露網上付款系統，或准許任何第三方使用網上付款系統。客戶不得直接或間接地對網上付款系統進行反編譯（decompile）、反彙編（disassemble）、逆向工程（reverse engineer）或以其他方式試圖推究或辨別網上付款系統的源碼或內部運作。

4.3. 使用網上付款系統。客戶同意僅在其日常業務過程中使用網上付款系統，及同意僅限許可人士登入網上付款系統。

4.4. 終止客戶使用網上付款系統。客戶同意 Convera 可因任何理由，隨時終止客戶登入及使用網上付款系統的特許權。Convera 將就終止特許權發出書面通知。

4.5. 有關知識產權的彌償保證。若具有司法管轄權的法院裁定客戶須作出直接損害及費用賠償，且該裁決與該法院裁斷客戶因根據本條款及條件使用網上付款系統而侵犯第三方的任何版權、專利、商業秘密或其他知識產權直接相關，則 Convera 將向客戶作出彌償，使其免受損失，惟客戶必須盡快通知 Convera 任何實際或潛在的第三方索償，並同意容許 Convera（按其選擇）作出抗辯，及指示一切與任何該等第三方索償的抗辯及／或和解相關的活動。

5. 網上付款系統的安全

5.1. 雙重認證。若客戶要求登入網上付款系統，Convera 可以經數碼證書或經短訊、電郵或手機應用程式提供獨有代碼等雙重辨識（「雙重認證方法」）而提供登入，如此，客戶將對該等雙重認證方法的使用承擔全部責任。客戶同意雙重認證方法只可由客戶於客戶的處所或許可的客戶遠端地點使用。

5.2. 客戶登入方法的安全。客戶登入網上付款系統及在該系統進行交易的安全，包括但不限於客戶登入方法的安全及保密性，在所有時間均由客戶單獨負責，並由網站管理員管理。客戶特此承認：

(a) 倘客戶登入方法的安全並無嚴格維持，則使用網上付款系統等網上財務服務有固存風險；及

(b) 客戶須（包括但不限於）：

(i) 採取適當安全措施保護其裝置及電腦系統；

(ii) 保護客戶登入方法、安全編碼器（如適用）、個人資料及其他保密資料；

(iii) 不於不同網站、應用程式或服務使用相同客戶登入方法。客戶登入方法不應為個人電話號碼、生日或其他個人資料等易於臆測資料；及

(iv) 採用安全預防措施及做法，包括更新其裝置及電腦的防毒軟件、防間諜軟件、防火牆軟件及操作系統、移除文檔及打印機共享、定期備份重要資料、考慮使用加密技術、用完時登出網上連接、上網後消除瀏覽器快取、不安裝或執行來歷不明的軟件或程式、不開啟陌生人所發電郵附件、不向不熟悉或可疑網站披露敏感資料、不使用不可信電腦或裝置且不於公眾電腦登入網上付款系統。

5.3. 網站管理員。客戶必須委任及一直委任一名網站管理員，並向 Convera 提供該名人士的姓名。網站管理員負責確保客戶登入方法安全，並將被任命為主要的客戶聯絡人（除非網站管理員或客戶的適當獲授權職員以書面通訊且該通訊中另行任命一名替任聯絡人）。網站管理員亦可，除其他事項外，新增／移除許可用戶（透過發出有關變動的書面通知），及／或容許許可用戶透過網上付款系統辦理電子扣賬付款。客戶承認，加入許可用戶前，Convera 須按相關法例識別並核證該人士。

5.4. 許可用戶。網站管理員必須向 Convera 提供一份識別每名許可用戶的名單，致使 Convera 能妥善地編配客戶登入方法。每名許可用戶可於獲得 Convera 最初編配的客戶登入方法後，隨時更改其客戶登入方法。

6. 購買外幣支票

6.1. 購買及兌換。Convera 可能同意購入客戶經已以其名義收取，並交付予 Convera 的外幣支票，及把該等支票兌換為港幣或某些其他貨幣。Convera 可全權酌情要求獲取額外資料，令其滿意地信納客戶有權為匯兌及議付目的，向 Convera 交付外幣支票。

6.2. 背書。任何為購買及兌換而交付予 Convera 的外幣支票，必須由客戶的一名獲授權代表不加限制或約制地背書予 Convera。

6.3. 不可轉讓的支票。若外幣支票因不可轉讓或因款項不敷兌現而退回予Convera，或不獲Convera 的存管金融機構接納，則該支票將交回客戶，而客戶同意即時向 Convera 償付 Convera 就購入外幣支票向客戶交付的款項，連同 Convera 可能招致的任何收費、費用或虧損。

6.4. 支票遺失、被竊或被毀。若外幣支票在結算過程中在運送途中遺失、被竊或被毀，Convera 將在獲知支票遺失、被竊或被毀後從速通知客戶。Convera 將向客戶發出函件，證明 Convera 並未收取該外幣支票的價值，而客戶同意即時向 Convera 償付 Convera 就購入外幣支票向客戶交付的任何款項。倘該等款項已以外匯向客戶交付，則 Convera 可將該等款項以其時現貨匯率兌換為港元，客戶須即時按 Convera 指示將該港元款項轉匯。

6.5. 有關外幣支票的彌償保證。客戶同意就 Convera 因承兌、議付或購入 Convera 自客戶收取的任何外幣支票而引致的任何損害、損失、費用及開支，向Convera 作出彌償及使Convera 免受損失。客戶承認 Convera 乃依據本彌償保證，為換取任何外幣支票而提供價值。

7. 收款

7.1. 交付收款

- (a) 客戶可以指示一名第三方以客戶為受益人，透過電子方式把若干款項存入 Convera 指定、擁有及設立的代理銀行賬戶（「收款」）。
- (b) 客戶必須要求該名第三方寄款人在任何該等收款的備忘錄或參考欄內，載述客戶的姓名及賬戶號碼（按 Convera 所指定）。Convera 可在其全權酌情下試圖聯絡第三方寄款人，以獲取為確保收款獲準確處理而可能需要的任何額外資料。
- (c) 若因收款資料不完整及不準確而導致收款延遲交付，Convera 將不就客戶因此蒙受的任何損失或損害而向客戶負責。
- (d) Convera 在收取及確認收款後，將扣除其適用費用，並把收款交付至持有結餘，或若客戶較早前已發出有關處置收款的指示，則 Convera 將按照該指示辦理付款。

8. 常設指示

8.1. 常設指示。若客戶向 Convera 發出常設指示，即客戶授權 Convera 接受按指定目標匯率購入或出售合約款項的指示，並按照該項指示行事。每項常設指示將僅於 Convera 接獲有關指示後並有商業上合理的機會按其行事後，才告生效。常設指示生效期（於常設指示中通知 Convera）須視為「取消前一直生效」，惟客戶已提供常設指示生效期的指定可確定終止日除外。

8.2. 根據常設指示進行購買或終止常設指示。若常設指示生效期內符合常設指示的條款，Convera 將就按常設指示所執行每項交易向客戶寄發交易確認書。若常設指示生效期終結前，未有符合常設指示的條款，常設指示將會失效。客戶同意盡快就每份交易確認書的準確性進行覆核，如有任何誤差或差異即時通知 Convera。

8.3. 取消常設指示。若要取消常設指示，Convera 必須接獲就取消常設指示發出的指示，並已獲商業上合理的機會按該項指示行事。若 Convera 並無接獲取消指示，Convera 將執行常設指示，而客戶將對結算額負責。

8.4. 目標匯率。若目標匯率在常設指示生效期內並非可持續及可購買，則常設指示將自動於常設指示生效期結束時失效。除非 Convera 另行列明，否則常設指示將於上午九時至下午五時（香港時間）期間獲接納。除非 Convera 另行列明，否則常設指示將一直生效，直至常設指示生效期的最後一日的下午五時正（香港時間）。

9. 遠期合約

9.1. 遠期合約。除本條款及條件其他約定外，本第9條適用於遠期合約。如本第9條與條款及條件就遠期合約服務存在歧異，就該歧異的範疇對遠期合約的服務而言，以本條為準。

9.2. 初始保證金及追加保證金付款。

a) Convera 可全權決定要求客戶：

- (i) 於訂立任何遠期合約前或客戶指示訂立遠期合約起兩(2)個營業日內，就遠期合約支付初始保證金；及／或
- (ii) 於遠期合約期限內隨時及多於一次於兩(2)個營業日內支付初始保證金（如未提供）或追加保證金。

b) 初始保證金及追加保證金旨在維持遠期合約購自或售予 Convera 款項的相對值，或依 Convera 全權決定用以應對客戶財務狀況及／或信譽不利變動或外圍經濟環境不利變動。客戶確認，任何初始保證金或追加保證金金額將由 Convera 全權釐定，且 Convera 即使已向客戶提供融通，仍可要求支付初始保證金或追加保證金。

c) 除非另行協議，否則客戶支付的且由 Convera 所收取的任何初始保證金及／或追加保證金，將用以履行客戶於結算日或任何最終提取款項日就相關遠期合約應付 Convera 的總付款義務。Convera 保留不時酌情退還客戶支付的且由 Convera 所收取的任

何初始保證金及／或追加保證金的權利。

- d) Convera 可以把客戶向其支付的所有或任何部份的初始保證金及／或追加保證金記存於 Convera Hong Kong 或 Convera International 的賬戶。如果其作此處理，該等款項將完全由 Convera Hong Kong 或 Convera International 持有，並可由其用於任何目的。
- e) 客戶同意並確認對 Convera Hong Kong 和 Convera International 存在信貸風險，因 Convera Hong Kong 和 Convera International 並不作為受託人或客戶的代名人持有該等初始保證金及／或追加保證金。

9.3. 客戶款項利息。 客戶承認並同意，因 Convera 持有客戶款項而產生的任何利息，須不可撤回地向 Convera 轉讓，作為客戶使用服務的代價。

9.4. 交付款項。 Convera 在就遠期合約接獲結算額後，將根據指示交付合約款項，或若並無獲發該等指示，則把款項存入持有結餘。若客戶無法存取持有結餘，客戶必須於結算日或提取款項日前最少兩(2)個營業日，向 Convera 提供辦理向收款人支付合約款項所需的匯款詳情及指示。

9.5. 提取款項。 經 Convera 同意，客戶可於交收窗口期間從遠期合約提取款項，惟 Convera 須已收取相等於提取款項的即時可動用結算額。不論客戶是否提取款項，均須於結算日營業時間結束或之前，向 Convera 提供所有與遠期合約相關的即時可動用結算額（或任何餘下結餘）。Convera 可酌情以其認為合適的匯率應用於提取款項上。

9.6. 續期。 客戶經 Convera 同意可在結算日之前，重續遠期合約或其任何部份，惟客戶須事先與 Convera 議定該續期條款、條件及費用（如有）。

9.7. 產品披露說明書。 Convera 遠期合約完整說明（包括其好處、風險、費用及成本）載於遠期合約產品披露說明書。遠期合約產品披露說明書文本隨交易申請提供，亦可於本公司網站 <https://convera.com/zh-hk/> 閱覽。Convera 亦可應客戶要求提供文本。

9.8. 終止遠期合約

(a) 若客戶：

- (i) 未就遠期合約向 Convera 交付要求的任何初始保證金或追加保證金，或向 Convera 表示無意就遠期合約向 Convera 提供要求的任何初始保證金或追加保證金；或
- (ii) 爭議遠期合約的有效性或存在性，或不履行或表示無意履行其根據條款及條件應負的任何義務，包括條款及條件第 9.9 條（聲明及保證）或別處所載任何聲明或保證；或
- (iii) 無力償債或就其部份或全部資產已委任一名接管人或破產管理人，或進行清盤，或遭遇任何其他類似無力償債事件；或
- (iv) 停止經營業務或威脅停止經營業務、或出售其業務的全部或絕大部份資產；或
- (v) 違反任何適用法例，

則 Convera 可在不通知客戶的情況下即時終止相關遠期合約及／或與有關方協定的任何其他未平倉遠期合約（Convera 無需對此承擔任何責任），及／或採取 Convera 認為合適的任何其他步驟（包括根據條款及條件第 10 條（結算額）擬採取的

何行動），以減低因客戶無法履行其於遠期合約項下的合約義務而可能引致的損失。

(b) 若合約如上述般終止，客戶同意於五 (5) 個營業日內，應 Convera 的要求立即向 Convera 支付 Convera 就終止遠期合約及將遠期合約平倉所引致的任何及所有損失及開支。

(c) 若遠期合約已經終止，客戶同意 Convera 對客戶應負的唯一責任，是交還客戶實際上向 Convera 支付的任何金額（經扣除應付 Convera 的所有款項）。除非如本 9.8 條（終止遠期合約）所述，否則客戶明白遠期合約一經同意及訂立，便不得終止。

9.9. 聲明及保證

- (a) 權限。客戶聲明及保證，確認及同意本條款及條件的個人有權同意使客戶受條款及條件約束，而確認及同意本條款及條件的人士亦獲授權代表客戶行事且獲授權賦予按條款及條件第 3.1 條（許可人士）委任的各許可人士。
- (b) 非投機目的。客戶聲明及保證，客戶是為了合法及商業目的，而並非為投資或投機目的而訂立本條款及條件。
- (c) 重申聲明及保證。客戶於確認及同意本條款及條件之日、各指示之日及各交易日重複本條款及條件第 9.9(a) 及 9.9(b) 條及第 19.2 至 19.5 條（包括首尾兩條）內所作各聲明及保證。

9.10. 客戶投訴及爭議。 有關遠期合約的 Convera 客戶投訴程序之詳情載於遠期外匯合約產品披露說明書。

9.11. 免責聲明。 Convera 是為了對沖客戶與其業務相關的貨幣風險，而並非為投機目的而向其客戶提供遠期合約。遠期合約獲豁免就槓桿式外匯交易遵守證券及期貨事務監察委員會的發牌制度。

10. 結算額

10.1. 結算額。 除非本條款及條件另有規定，或有關方另行以書面議定，否則客戶同意於結算日（如 Convera 同意，該日可不時修訂）或之前，盡快以即時可動用的款項，向 Convera 或 Convera 指定賬戶交付結算額。為免生疑問，除非 Convera 另行同意者外，或除非本條款及條件另有規定，結算額必須由客戶直接向 Convera 交付。若結算額以電子方式支付予 Convera，客戶同意在未獲得 Convera 事先書面同意的，不得收回其結算額。Convera 將不會接納以現金或第三方支付款項支付的結算額。若客戶未即時來數支付交易的結算額，則 Convera 應有權暫停及／或最終終止本條款及條件、終止任何交易並將之平倉，及／或採取為收回任何到期結餘所需的任何程序。該等措施由 Convera 全權酌情決定，且客戶同意：

- (i) Convera 無需對客戶承擔任何責任，而客戶亦放棄對 Convera 提出任何索償或行動；
- (ii) 就 Convera 因客戶未付款，及 Convera 為收取任何到期結餘（包括終止任何交易並將之平倉的任何相關費用）而採取的行動所引致的任何及所有責任、索償、損害及費用，包括所有合理費用，向 Convera 作出彌償及使 Convera 免受損失；及

- (iii) Convera 可按以下計算方式收取利息：
- (A) 金額結欠後首五 (5) 日就任何未支付金額按滙豐銀行的最優惠利率加 1% 計算；及
 - (B) 於其後任何日子按滙豐銀行的最優惠利率加 3% 計算或五十港元 (以較高為準)。

10.2. 使用抵押品結算。若客戶不履行任何本條款及條件所定付款義務，客戶承認並同意，Convera 及／或任何Convera集團公司可無須事先通知客戶，而使用 Convera 及／或Convera集團公司就交易所持任何款項 (不論是否無條件持有或代客戶持有) 包括但不限於在持有結餘存放的款項，或對客戶欠負的其他義務 (例如派付合約款項) 履行因此而對 Convera 及／或任何其他Convera集團公司的任何責任。若該等款項或其他義務不足以應付有關責任，客戶將仍就全數結算額或終止任何交易並將之平倉的任何相關費用對 Convera 負責，且必須應要求立即盡快支付 Convera 承受的任何損失及開支。

10.3. 抵銷。如不違反適用法例，客戶承認並同意，Convera 可無須事先通知客戶，而隨時將 Convera 或任何Convera集團公司應付客戶的任何款項，與客戶應付 Convera 或任何Convera集團公司的任何款項抵銷。就此，Convera 可將任何未償款兌換為任何其他款項所用計值貨幣，所按匯率為 Convera 可秉誠以商業上合理手續購買該貨幣相關金額的匯率。倘義務並未確定，Convera 可秉誠估算義務，並按估算

抵銷，待義務確定時向客戶交代。若該等款項或其他義務不足以應付有關責任，客戶將仍就全數結算額或終止任何交易並將之平倉的任何相關費用對 Convera 負責，且必須應要求立即盡快支付 Convera 承受的任何損失及開支。本第 10.3 條 (抵銷) 概不得有效設立押記或其他抵押權益。

10.4. 電子扣賬。若客戶已授權 Convera 透過直接扣賬在客戶的銀行賬戶辦理扣賬，客戶同意在透過網上付款系統傳送扣賬指示的情況下，使用客戶登入方法是一項安全程序，並構成可避免未經授權扣賬的商業上合理方法。客戶同意受到任何以其名義發出 (不論是否經授權) 並由 Convera 執行的扣賬指示的約束，而客戶亦同意就 Convera 因執行其相信由許可用戶發出的扣賬指示而引致的任何及所有責任、損失及開支，向 Convera 作出彌償，並使 Convera 免受損失。若客戶選擇不使用或遵循上述的安全程序，客戶將仍然對如上文所述以其名義發出 (不論是否經授權) 並由 Convera 執行的任何扣賬指示負責。客戶同意，Convera 及客戶的銀行獲授權在有需要作出貸記調整時，不時貸記客戶的賬戶。客戶授權 Convera 為提供服務，而按需要聯絡客戶的銀行。

10.5. 客戶的銀行的變動。若 Convera 已獲授權在客戶的銀行／金融機構辦理電子扣賬，而客戶更改其於該銀行的賬戶，則客戶必須向 Convera 發出書面通知。於 Convera 接獲該項書面通知後三十 (30) 日，該通知生效。

10.6. 無法兌現的結算額。若客戶交付的任何支票或授權進行的電匯不獲客戶的銀行兌現，Convera 將收取，而客戶亦同意支付與每張退回的支票或遭拒絕的電子扣賬相關的所有處理費用。

11. 持有結餘

11.1. 把款項交付至持有結餘。Convera 可以把客戶所購或客戶 (如為收款，則為向代表客戶付款的第三方) 向其支付的所有或任何部份的款項記存於持有結餘。如果其作此處理，該等款項將完全由 Convera International 持有，並可由其用於任何目的。在此情況下，Convera International 將有義務向客戶支付，或根據客戶的指示支付持有結餘的相關金額。

11.2. 客戶同意並確認：

- (i) 持有結餘的提供是為了方便客戶進一步進行外匯交易，或與第三方進行外匯結算；
- (ii) 客戶對Convera International 存在信貸風險，因Convera International並不作為受託人或客戶的代名人持有該等持有結餘；和
- (iii) 而客戶作出的付款將不會影響客戶對 Convera 應負的任何義務，除非根據客戶的指示向Convera 支付的該等款項來自持有結餘。

11.3. 欠 Convera 的款項。客戶不可撤回地授權及指示 Convera International，以持有結餘向 Convera Hong Kong 或Convera International 或Convera集團公司 (視情況而定) 支付：

- (i) 與指示要求進行的任何外匯合約有關而欠 Convera 或Convera集團公司的任何款項；及
- (ii) 根據本條款及條件欠 Convera、Convera International 及／或Convera集團公司的任何其他款項。就本條款及條件而言，上述每項

支付將被視為已在指示中作出要求。

11.4. 持有結餘限制。款項可於最多一百八十(180) 日內存放於持有結餘。客戶須對以一種或多種外幣保存持有結餘的所有相關風險 (包括但不限於外匯市場波動) 負責。若 Convera 並未接獲處置該等款項的及時指示，該等款項將按當時的現行匯率，兌換為客戶的本國貨幣並交還予客戶。

11.5. 終止時償還。倘本條款及條件因任何原因終止，則 Convera 可將客戶持有結餘所持款項按當時的現行匯率，兌換為客戶的本國貨幣並交還予客戶。

12. 終止及繼續生效

12.1. 任意終止。任何有關方可在給予對方書面通知後，隨時在具有或並無因由的情況下終止本條款及條件。

12.2. Convera的終止。在以下情況，Convera可經書面通知客戶後立即終止本條款及條件，及 /或在任何時候取消或拒絕任何指示，無論是否通知客戶：

- (i) 若客戶違反本條款及條件的任何內容，包括但不限於違反第10條 (結算額)；及/或
- (ii) 客戶違反或不遵守，或被懷疑違反或不遵守任何法律及/或法規；及/或
- (iii) Convera須符合任何對其適用的法律或法規要求；及/或

- (iv) Convera認為（Convera自行認為，但應合理）客戶將服務用於下述目的（或有關於下述各項的目的）：
- (A) 賭博、色情或其他類似活動；
 - (B) 個人、家庭或家用目的；或
 - (C) 投資或投機目的。

12.3. 繼續生效。本條款及條件中有關

- (i) 第 4 條（網上付款系統的特許使用權）彌償保證；
- (ii) 第 5 條（網上付款系統的安全）網上付款系統的安全；
- (iii) 第 10 條（結算額）結算額；及
- (iv) 第 14（知識產權）、15（資料權；保密性）、16（彌償保證及責任限制）、18（遵守法例）、19（聲明及保證）及 20（一般條款）條全條的條文將於完成向客戶提供的服務後，及本條款及條件終止後，繼續生效。

12.4. 已產生權利。為免生疑問，任何有關方終止本條款及條件，將不影響已於終止前產生的任何權利（包括終止之日存在的與任何交易相關的權利）。

13. 批發鈔票交易

13.1. 購買外幣鈔票。Convera 可在其酌情下同意根據本段的規定，不時向客戶購入外幣鈔票。適用於任何該等交易的匯率應由 Convera 釐定，並由客戶透過一項指示同意。若 Convera 同意購入外幣鈔票，除非 Convera 另行同意，客戶必須於結算日上午 11 時之前確認鈔票金額，並於下午 2 時前完成向 Convera 或其指定的服務供應商或銀行（「收款銀行」）交付有關鈔票。若收款銀行因任何理由（包括但不限於鈔票遭損毀、過時或被懷疑是偽鈔）而拒絕接納鈔票，客戶仍須對應付予及欠 Convera 的任何款項負責，並謹此向 Convera 彌償其因收款銀行拒絕接納鈔票而蒙受的任何損失或損害。Convera 可在其全權酌情下同意或拒絕購入鈔票，並可能在符合 Convera 決定的條款的情況下才同意購入鈔票，該等條款包括但不限於客戶提供令 Convera 滿意的證據，證明鈔票取自合法的業務來源，而且並非為促進任何非法活動而出售。

13.2. 出售鈔票。Convera 可在其酌情下，同意根據本段的規定，不時向客戶出售鈔票。適用於任何該等交易的匯率應由 Convera 釐定，並由客戶透過一項指示同意。Convera 要求在根據本第 13.2 條交付鈔票前，先收取以即時可動用款項支付的結算額。客戶將須根據當時獲通知的 Convera 標準程序，向其指定的收款代理作出授權。Convera 或其指定的服務供應商或銀行將僅向經適當授權並出示香港身份證或 Convera 接受的任何其他身份證明文件的收款代理交付鈔票。客戶謹此同意，經由收款代理簽署的收款確認書構成對鈔票的驗收，而於其後不得提出任何爭議（包括但不限於鈔票有效性、狀況及金額的爭議）。

14. 知識產權

14.1. Convera 的交付成果。客戶承認及同意 Convera 為客戶執行任何服務而製作的任何交付成果（包括但不限於以任何及所有媒體製作的報告、彙集或資料庫，及第三方的任何推廣材料或推廣網站）的所有版權及其他知識產權，均為 Convera（或適用的 Convera 集團公司）的財產。客戶獲准為本身的內部業務用途而使用該等報告、彙集或資料庫，但若未獲得 Convera 的明確書面同意，客戶不得向任何第三方披露、發佈、出售或以其他方式提供任何該等交付成果的全部或任何部份。

14.2. Convera 系統。客戶承認及同意 Convera 的所有網頁（包括服務標記、標誌及商標）、應用程式、程序、系統及服務（「Convera 系統」）均為 Convera（或適用的 Convera 集團公司）的財產，並受到版權法及 / 或其他知識產權法的保護。除非如本第 14 條（知識產權）所述，否則客戶不得：

- i) 以任何形式製複上述財產的任何部份；
- ii) 基於上述財產創作衍生作品；或
- iii) 把 Convera 系統納入其他網站、電子檢索系統、出版物或其他系統。

客戶如遵守本條款及條件，則獲准為內部紀錄存置及為交易計賬而瀏覽、使用或下載任何網頁（但不包括任何應用程式、程序或系統）的單一副本。

15. 資料權；保密性

15.1. 服務所用資料。客戶承認，為使 Convera 能提供任何服務，客戶須向 Convera 提供若干資料，如客戶銀行服務詳情、交易貨幣、金額或與客戶所要求服務或客戶相關的任何其他資料（「保密客戶資料」）。保密客戶資料並不包括公開資料、Convera 不使用任何保密客戶資料而自行獨立建立的資料或取自第三方而第三方對該等資料不負保密義務的資料。

15.2. 收款人資料。Convera 有時及在其全權酌情下，可為交付及提供服務（包括但不限於為持續存置收款人的詳情，例如銀行賬戶資料、路由號碼及聯絡詳情，「收款人資料」）而聯絡任何收款人。本條款及條件概不擬或應被詮釋為：

- (i) 禁止、限制或防止 Convera 與任何收款人建立或維持獨立於及有別於根據本條款及條件向客戶提供的服務之商業關係；或
- (ii) 免除客戶確保任何指示所載的所有收款人資料均為準確的責任。

客戶進一步承認，Convera 經已為編製涵蓋大批收款人的彙集而持有及存置收款人資料。因此，客戶就任何個別收款人資料享有的權利並非專有權利。Convera 同意將不向任何第三方披露獲取自客戶的任何收款人資料，除非為交付服務、為遵守相關法例或為 Convera 本身的業務目的(包括但不限於進行調查以確定收款人對服務滿意，向任何收款人推銷服務或根據本條款及條件而另擬進行的活動)而必須作出有關披露。

15.3. 使用客戶資料

- (a) 客戶的個人資料由 Convera 根據適用法例控制並處理。Convera 使用客戶於使用 Convera 產品及服務時向 Convera 提供的個人資料，以及於 Convera 與客戶的關係中收集或產生的其他資料。這包括來自其他服務（如匯款、票據及商業付款）、忠誠度或會員計劃詳情、過往交易及市場推廣方面的資料。此等資料用於以下用途：
 - (i) 向客戶提供服務；
 - (ii) 行政；
 - (iii) 客戶服務；
 - (iv) 遵守相關法例，包括但不限於反洗黑錢法例及 Convera 反洗黑錢政策及程序；
 - (v) 核實客戶資料；
 - (vi) 完成分析及研究；
 - (vii) 協助防止及偵查欺詐；
 - (viii) 追討債項及盜竊款項及行使本條款及條件內之 Convera 權利；及
 - (ix) 協助 Convera 改善其產品及服務及營運等活動。
- (b) Convera 亦可使用、向與 Convera 合作的其他企業收集及與其分享來自客戶於與 Convera 建立關係期間已登記的其他產品及服務及便利及其他產品及服務及便利及/或獎賞計劃的資料。Convera 將持有及保留客戶為執行交易給予 Convera 的有關其他人士的資料，包括客戶提名的受益人詳情。客戶有義務於提供此資料前確保已就 Convera 按照本第 15 條（資料權；保密性）所述使用及披露該等資料通知及取得該人士的授權。
- (c) Convera 可向資料原收集或製作地所在國家以外之國家境內的聯屬公司轉送資料，包括位於美國的聯屬公司。如為進行或協助付款服務、未來服務或本第 15 條（資料權；保密性）所述任何原因或用途而有合理需要，Convera 亦可向協助其營運業務的其他機構提供該等資料。Convera 可將其他業務或個人的資料加於客戶提供的資料上，包括用以核實客戶提供的客戶資料的準確性的資料。如有下列情形，Convera 亦可披露個人資料，包括但不限於姓名、客戶身份證號碼、地址、交易模式及銀行戶口資料：
 - (i) 如本地或外國法例或法律程序所需；或
 - (ii) 向執法機關或其他政府官員（包括於本國、美國或其他國家境內的執法機關或其他政府官員）披露，旨在偵查、調查、檢控及防止罪行（包括洗黑錢及其他相關犯罪活動），資料接收人可為此等及其他相關目的進一步披露有關資料。
- (d) Convera 持有的資料可由 Convera 或其聯屬公司（包括但不限於任何獲授權的 Convera 第三方服務供應商）為本第 15 條（資料權；保密性）所載任何目的或為客戶同意的其他目的取用。客戶有權向 Convera 要求取閱及取得客戶資料的副本，而 Convera 可就提供資料收取少許費用。客戶亦可更正或刪除不完整、不準確或過時的客戶資料或限制 Convera 對該等資料的使用。客戶可隨時基於合法理由反對使用客戶個人資料，如果其使用對於完成服務並非必需，或並非法例或法規所規定者。如客戶擬行使此等權利或不擬再收到來自 Convera 的商業通訊，請電郵：privacymatters@convera.com 聯絡 Convera 鯽魚涌英皇道728號K11 ATELIER 5樓501室Convera Hong Kong Limited私隱主任收。

16. 彌償保證及責任限制

16.1. 客戶作出的彌償保證。客戶同意就 Convera 及任何其他Convera集團公司因客戶發出的任何指示，或因 Convera 接獲客戶指示而採取的行動所引致的任何損害、損失、費用及開支（包括出售或重新使用Convera集團公司購入或提供的任何外匯的相關損失），連同計算至付款日的利息，向 Convera 及任何其他Convera集團公司作出彌償，及使該等公司免受損失，除非該等損害、損失、費用及開支乃持有本彌償保證的利益。因 Convera 或任何其他Convera集團公司的重大疏忽或故意的不當行為而引致。如適用，Convera 為其本身及每家Convera集團公司而以信託形式。

16.2. 免責聲明

- (a) 客戶同意，除 Convera International 外，任何Convera集團公司均不向客戶承擔Convera International 對此條款和條件的履行或未能履行的責任。
- (b) 客戶明白網上付款系統及使用和登入有關系統的特許權是在法例許可的限度下以其「原狀」提供，及沒有就此作出任何類別的明示或默示的保證。Convera 並不保證透過網上付款系統提供的資料的準確性或完整性，亦不就錯誤或遺漏或使用中斷承擔任何責任。如若 Convera 無法排除任何明示或默示的條件或保證，其將責任限為：
 - (i) 重新提供服務；或
 - (ii) 重新提供服務的成本。
- (c) 在法例許可的限度下，Convera 明確表明不作出任何明示或默示的聲明或保證，包括但不限於有關可商售性、特定用途適用性、非侵權性及表現的任何保證。

- (d) 客戶確認法例可能就本條款及條件默示若干條件及保證，並向客戶賦予不得排除或修改的若干權利及補救（「權利」）。若本條款及條件排除或修改任何該等權利將觸犯法例或導致本條款及條件的任何部份無效，則本條款及條件不會排除或修改任何該等權利。
- (e) 客戶聲明除Convera就電子轉賬收取的費用外，任何促使寄出或支付電子轉賬或匯票的代理銀行或中介銀行或收款銀行均可自行收取費用或收費，而有關費用或收費可從支付予客戶或其收款人的款項中扣除。客戶聲明並同意Convera毋須就從交易中扣減的費用或代理銀行、中介銀行或收款銀行所收取的收費而對客戶承擔任何責任。

16.3. 責任限制。客戶同意 Convera 將不就提供服務所引致的或者與不履約或履約、錯誤、遺漏、中斷、缺陷、運作或傳送延誤、電腦病毒、線路或系統故障相關的間接、附帶、後果性、專項或懲罰性損害賠償、損失盈利或業務機會、損失協議或合約、損失預期的即有、對商譽的損失或損害、名譽的損失、因提供服務產生的軟件、數據或資料的無法使用或損壞，（即使 Convera 已獲告知可能發生該等損害）而向客戶負責。除非根據上文第 4.5 條（有關知識產權的彌償保證）所述及法例許可，否則 Convera 在任何情況下就任何類別的任何損害或損失而對客戶或任何第三方應負的責任（包括所有賠償的金額），不應超過以下各項的總和：

- (i) 相關交易於交易日的港元價值，及
- (ii) Convera 就相關交易徵收及已收取的任何費用或佣金的金額。

17. 商品及服務稅 / 增值稅及稅項

17.1. 商品及服務稅 / 增值稅。就根據本條款及條件提供的服務應付或將提供的任何對價並不包括商品及服務稅 / 增值稅的金額。若就任何服務供應應支付商品及服務稅 / 增值稅，客戶必須向 Convera 支付一筆相等於就該等服務的供應應付的商品及服務稅 / 增值稅的額外金額，惟 Convera 必須先發出稅項發票。

17.2. 稅項。客戶有責任向適當的稅務機構繳納可能適用於就服務而辦理的任何付款的稅項。客戶確認 Convera 並無責任確定哪些稅項（如有）適用於客戶的付款。

18. 遵守法例

18.1. 交易處理。客戶明白、承認及同意所有交易（不論在何處發生）均可由 Convera 或一家或多家聯屬的Convera集團公司代表 Convera 處理，而上述一家或多家公司可能位於客戶所在國家以外。因此，所有交易（不論在何處發生）均會根據作為交易處理地點的司法管轄

權區的法例及規例（包括但不限於與反洗黑錢、反恐怖主義融資及外國資產管制相關的法例及規例）處理。

18.2. 凍結或阻止交易。若干情況下，Convera 或須凍結或阻止交易，以遵守適用法例。凍結或阻止可由 Convera 因相關政府制裁而起。如有此事，Convera 不對客戶就任何後果或虧損負責，而客戶同意就 Convera 因客戶賬戶凍結或阻止而招致的任何責任彌償 Convera。

18.3. 暫停及終止。若 (i) 客戶實際或涉嫌未遵守監管規例或違反法例；(ii) 有損害 Convera 聲譽之虞；或 (iii) 為遵守適用法例或規例，Convera 可以在發出或不發出通知的情況下，隨時終止本條款及條件及 / 或暫停提供其項下服務或取消或拒絕處理任何指示。

18.4. 披露。客戶明白 Convera 採取合適措施確保其並無參與或協助洗黑錢或恐怖分子籌資活動。客戶同意，Convera（或任何 Convera 集團公司）可在其全權酌情下，為履行其根據適用法例（包括但不限於反法黑錢、貿易及經濟制裁法例及 / 或規例）應負的法律義務，

或因法例或法院命令另行要求，而披露任何與交易相關的資料（包括但不限於客戶保密資料或收款人資料）。此外，有關披露亦可向任何對 Convera 的營運行使監管或監督權力的政府機構、組織或部門作出，只要有關披露乃為遵守政府例行審核或審查規定而作出，或作為日常業務過程中必須向該等政府實體作出的資料呈報的一部份。

18.5. 額外資料。客戶同意經要求即向 Convera 提供其為履行其根據第 18.4 條（披露）應負的義務而可能需要的任何額外資料。

19. 聲明及保證

19.1. 服務限制。

- (a) 客戶聲明服務僅用作業務 / 商業用途，且僅於執行真實業務交易過程中使用，而不用於投機及 / 或投資。
- (b) 客戶亦聲明、保證並確認，所有指示將據並按本條款及條件下達。
- (c) 客戶同意不會使用服務為任何非法目的付款。此外，客戶證明其不會使用服務進行與網上博彩、色情或（不時知會客戶的）其他類似活動相關的付款。
- (d) Convera 承諾，所提供服務凡有重大變動，包括但不限於服務性質、客戶就服務所應付費用及收費、Convera 名稱及地址以及 Convera 持有證券及期貨事務監察委員會牌照狀況，均會知會客戶。
- (e) 客戶確認所發出的任何指示將對客戶具約束力，並可對客戶強制執行，而且並不違反約束客戶的任何其他協議的條款。

19.2. 客戶款項。

- (a) 客戶聲明及保證其以主事人的身份行事，而且擁有就交易使用的所有款項的合法所有權，以及任何交易均根據適用法例進

行。

(b) 客戶聲明及保證，客戶是為了與客戶的業務相關的合法及商業目的，而並非為投資或投機目的而訂立本條款及條件。

(c) 客戶進一步聲明及保證，客戶每次均為客戶的業務線、及為管理經營客戶業務而擁有或引致，或有合理可能性擁有或引致的資產或負債的相關風險而使用服務。

19.3. 權限。客戶聲明及保證，簽署交易申請的個人有權同意使客戶受本條款及條件約束，而簽署交易申請的人士亦獲授權代表客戶行事且獲授權賦予按第 3.1 條（許可人士）委任的各許可人士。

19.4. 客戶資料。客戶聲明並保證，於交易申請內所提供資料為真實準確，全無誤導。客戶承諾，交易申請內資料凡有重大變動，均即時通知 Convera。

19.5. 非美國人士。客戶謹此聲明及保證其並非適用的美國法律及法規項下的美國人士。客戶進一步同意如果其成為美國人士，將立即通知 Convera。Convera 概不就任何其不知悉的監管申報義務對客戶負責。

19.6. 重申聲明及保證。客戶於各指示之日及各交易日重申第 19.2 至 19.6 條（包括首尾兩條）內所作各聲明及保證。

20. 一般條款

20.1. 衡平法補救。有關方同意，若本條款及條件所述的保密性及特許承諾遭違反，金錢上的損害賠償可能並非足夠的補救。因此，除了所有其他補救外，各有關方將有權尋求強制履行和禁制性或其他衡平法濟助以作為該等條文遭違反的補救。

20.2. 放棄權利。任何有關方不行使其根據本條款及條件享有的任何權利，不會被視為放棄有關權利或補救。

20.3. 可分割性。若具有司法管轄權的法院裁定本條款及條件任何條文無法強制執行，則餘下的條文將仍然具完全效力及作用。

20.4. 客戶投訴及爭議。Convera 將應用其投訴及爭議解決程序（「客戶投訴程序」），盡力解決任何客戶對服務的投訴。客戶投訴程序內容概不妨礙 Convera 隨時行使本條款及條件內權利，包括但不限於終止任何外匯合約或本條款及條件，並採取行動追討任何因此而起的損失。

20.5. 規管法例。本條款及條件受香港特別行政區（「香港特別行政區」）的法例所規管，而不考慮法律衝突，且就本條款及條件引致的任何爭議而言，有關方同意受到香港特別行政區的法院的司法管轄權及審判地點所規限。

20.6. 轉讓及約務更替。本條款及條件所載及各交易內權利及義務，客戶事先未得 Convera 書面同意，不得轉讓、移轉、約務更替或另行以任何其他方式處理。客戶同意，Convera 有權轉讓、移轉、約務更替或另行處理本條款及條件所載及任何交易內權利及義務（「許可處理」），而客戶特此同意任何該等許可處理。Convera 須於任何許可處理生效前或其後在合理可行範圍內盡快通知客戶許可處理。

20.7. 修改條款及條件。Convera 保留在其全權酌情下變更、修訂或以其他方式修改本條款及條件的權利，但必須向客戶發出書面通知，或在 Convera 的網站上登載條款及條件的經修訂版本（「更改通知」）。除非客戶及 Convera 共同簽署經已列載對本條款及條件作出的任何客戶變更、修改或修訂的書面附錄，否則該等客戶變更、修改或修訂不具約束力。就相關服務而言，以上述方式向客戶傳達的任何變更、修改或修訂，將自更改通知日期起生效。

20.8. 整份協議。本條款及條件構成有關方就本文的標的訂立的整份協議，並將取代有關方就本文的標的先前所訂立的所有協議。客戶已明確同意，根據任何先前協議生效及擬履行的任何彌償義務，將於客戶簽署交易申請當日終止。

20.9. 不可抗力。若 Convera 因其無法控制的情況（包括但不限於政府行為、戰爭、罷工、暴動、其他內亂、法律程序或電訊或電腦網絡或設備發生故障）而無法交付任何服務，Convera 將在合理可行範圍內盡快通知客戶，而在法例許可的情況下，Convera 將不對上述情況所直接或間接引致的任何損失承擔任何責任，包括但不限於並支付任何損害賠償或以其他方式向客戶或任何其他人士作出賠償的責任。

20.10. 沒收款項。若 Convera 或 Convera 集團公司所發支票於六（6）個月期間（自支票所示日期起計）仍未兌現，則客戶確認並同意，Convera 則可根據適用的放棄財產法沒收款項。

20.11. 獨立的立約人。有關方各自應在所有時間以獨立立約人的身份行事，而本條款及條件不會被詮釋、解釋或默示為在有關方之間建立任何代理、合夥或聯營。本條款及條件亦不會被詮釋、解釋或默示為 Convera 與客戶訂立或建立僱主與僱員的關係。Convera 或客戶在所有時間均不會代表對方或以對方的名義作出任何承諾。

20.12. 宣傳。若未經 Convera 書面同意，客戶不得在新聞稿、文章、宣傳冊、市場推廣資料、廣告及其他宣傳或投資者推廣活動上使用 Convera 的名稱。

20.13. 通知。本條款及條件內所定或所許通訊及通知：

- (i) 倘以預付郵資郵件投遞，則於投遞後第三（3）個營業日將視為送達；
- (ii) 倘以電郵發送至 Convera 所獲最新電郵地址，則自發送通訊的資訊系統確認送達起視為送達。
- (iii) 或以其他電子通訊至最後提供給 Convera 的電子郵件地址。

客戶同意，Convera 可將書面通訊以電郵或其他電子方式，寄至任何許可人士向 Convera 提供的號碼或電郵或其他電子地址。客戶明確同意經電郵網站連結接收產品披露說明書及相關文件。

20.14. 第三方權利。除與任何 Convera 集團公司相關者外，本條款及條件的有關方並不擬由並非本條款及條件的有關方的任何人士或實體強制執行本條款及條件的任何條文。

20.15. 標題。於本條款及條件中多條加入的標題僅為方便參閱而設，並不擬作為本條款及條件的一部份，或影響本條款及條件的涵義或詮釋。

20.16. 法例。提述「條例」、「法」或其他法例時，包括提述任何相關規例。

20.17. 電子簽立文件。客戶與 Convera 各無條件同意接納另一方電子簽立有關方之間任何交易或任何其他安排之任何相關文件。

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