

**THE CLIENT AGREEMENT** (hereinafter referred to as "*This Agreement*") is made the date stated in the Client Application Form  
**BETWEEN:**

客戶協議書（以下簡稱“本協議”）由下列雙方於帳戶申請表格所列之日期訂立：

A) Max Online Limited (hereinafter referred to as "Max Online"), a company incorporated in Hong Kong with its registered place of business at Office E, 17<sup>th</sup> Floor, EGL Tower, No. 83 Hung To Road, Kwun Tong, Hong Kong; and  
邁司金網有限公司（以下簡稱“Max Online”），為一間於香港註冊成立的有限公司，其註冊營業地址為香港九龍觀塘鴻圖道 83 號東瀛遊廣場 17 樓 E 室；及

B) The person whose particulars are set out in the Client Application Form (hereinafter referred to as the "Client").

其詳細資料在帳戶申請表格列明的人士（以下簡稱“客戶”）。

IT IS HEREBY AGREED AND ACKNOWLEDGED AS FOLLOWS:

雙方現訂立條款如下：

## 1. DEFINITIONS AND INTERPRETATION

### 定義及釋義

- 1.1. In "This Agreement", unless the context requires otherwise, the following expressions shall have the following meanings:

在本協議書中，除非文意另有所指，否則以下用詞將具有下列意義：

<b>"Account"</b> 帳戶	Means a Bullion trading account maintained at Max Online in the name of the Client for executing Bullion Transactions; 指以客戶的名義在 Max Online 維持並作金銀交易的金銀交易帳戶；
<b>"Applicable Laws and Regulations"</b> 適用的法律及法規	Means all requirements, obligations and arrangements that are binding on, applicable to and/or expected to be complied with by Max Online, according to: (a) any present or future statute, law, legislation, ordinance, regulation, rule, by-law, custom, procedure, rulings, interpretation, demand, official directive, order, request, decree, practice note, code of practice, guidelines or guidance (whether or not having the force of law) of any Authority; and (b) any present or future contractual or other commitment with any Authority that Max Online has assumed or is otherwise subject to.  For the avoidance of doubt, this definition includes all requirements, obligations and arrangements that are binding on, applicable to and/or expected to be complied with by Max Online pursuant to or in connection with CRS ;

	<p>指所有根據以下適用於 Max Online 和/或預期將被 Max Online 遵守的所有有約束力的要求，責任和安排：</p> <p>(a) 任何現在或將來的法例、條例、法規、法律條文、規例、規則、章程、習俗、程序、裁決、註解、需求、官方指令、命令、要求、法令、實務守則、守則、指引、權力機關指南(不論是否具有法律效力)</p> <p>(b) 權力機關向 Max Online 施加的、與彼等訂立的或適用於彼等的任何現在或將來的合約或其他承諾；</p> <p>為免產生疑問，此定義包括適用於 Max Online 和/或預期將被 Max Online 遵守的與共同匯報標準相關或依據共同匯報標準的所有有約束力的要求，責任和安排；</p>
<p><b>“Authorities”</b> 權力機關</p>	<p>Means legal, regulatory, governmental, quasi-governmental, law enforcement, tax or similar body, agency, department or authority, self-regulatory or industry body, central bank, exchange or clearing house, or associations of financial service providers (whether in Hong Kong or elsewhere);</p> <p>指法律、監管、政府、半政府、執法機關、稅務或相似機關、部門、機關或權力機關、自律監管或行業組織、中央銀行、交易所或結算公司、財務服務供應商的任何代理（不論在本地或外地）；</p>
<p><b>“Business Day”</b> 營業日</p>	<p>Means any day other than a Saturday, a Sunday or a public holiday on which banks in Hong Kong are open for business;</p> <p>指香港的銀行開放營業的任何一日，不包括星期六、星期日及公眾假期；</p>
<p><b>“Client Application Form”</b> 帳戶申請表格</p>	<p>Means the application form submitted by the Client to Max Online in such form as required by Max Online for the opening and maintaining of the Account under the terms and conditions of “This Agreement”;</p> <p>指由 Max Online 要求由客戶提交根據本協議書的條款及條件作帳戶開設及維持用途的申請表格；</p>
<p><b>“Client” or “You”</b> 客戶或閣下</p>	<p>Means the individual whose particulars are set out in the Client Application Form</p> <p>指其詳細資料在帳戶申請表格列明的個人；</p>
<p><b>“Client Bank Account”</b> 客戶銀行帳戶</p>	<p>Means a bank account established and maintained by Max Online with its bank into which money of Max Online’s Clients is deposited;</p> <p>指由 Max Online 與其銀行設立及維持的銀行帳戶，作為存入客戶存款之用；</p>
<p><b>“Closing Rate”</b> 收市價格</p>	<p>Means the spot rates as determined by Max Online at Trading Close;</p> <p>指由 Max Online 於交易時段完結時定下的現貨價格；</p>

<p><b>“Common Reporting Standard” (“CRS”)</b> 共同匯報標準</p>	<p>Means the OECD Standard for Automatic Exchange of Financial Account Information and arrangements that are binding on, applicable to jurisdiction giving effect to, or otherwise relating to the aforementioned Common Reporting Standard;</p> <p>指經合組織自動交換財務帳戶資料—共同匯報標準; 或任何司法管轄區與上述有關或實施的任何法例;</p>
<p><b>“Confirmation”</b> 確認書</p>	<p>Means the evidence of Bullion Transaction between Max Online and The Client, confirming the terms of the Bullion Transaction;</p> <p>指 Max Online 與客戶之間的金銀交易的確認證據，以確認金銀交易的條款;</p>
<p><b>“Electronic Means”</b> 電子方式</p>	<p>Includes the internet, electronic mail or any other electronic means of communication and such other means as may be permitted by Max Online from time to time;</p> <p>包括互聯網，電子郵件或其他電子通訊方式及 Max Online 可能隨時允許的其他方式;</p>
<p><b>"Gold Bullion/Silver" or "Bullion"</b> 黃金/白銀或金銀</p>	<p>Means Over-the-counter Gold Bullion/Silver to be traded from time to time as specified on the website of Max Online;</p> <p>指 Max Online 在網站上所列明可隨時作交易的場外式黃金/白銀;</p>
<p><b>"Bullion Transactions"</b> 金銀交易</p>	<p>Means the purchase or sales of Bullion by the Client to or from Max Online;</p> <p>指客戶向 Max Online 買入或賣出金銀;</p>
<p><b>"Hong Kong"</b> 香港</p>	<p>Means the Hong Kong Special Administrative Region of the People's Republic of China;</p> <p>指中華人民共和國香港特別行政區;</p>
<p><b>“Initial Margin”</b> 初始保證金</p>	<p>Means the minimum amount as may from time to time be prescribed by Max Online being the amount required to be deposited by the Client with Max Online at the time of, or before, each trading order is placed by the Client as security and collateral for Bullion transactions to be executed by the Client;</p> <p>指客戶於每次發出交易時或前必須在 Max Online 存放的作為所有交易擔保及抵押品的最低金額，該金額可由 Max Online 不時作出規定;</p>

<p><b>“Liquidation Margin”</b> 結算保證金</p>	<p>Means the minimum balance as may from time to time be prescribed by Max Online being the balance required to be maintained for each Bullion Transaction by the Client failing which Max Online will close out all open positions of the Client without notice to or consent from the Client;</p> <p>指客戶就每項金銀交易必須維持的最低結餘金額，該金額可由 Max Online 不時作出規定，如客戶未能達到要求，Max Online 將在不作通知或沒有取得客戶同意的情况下，把客戶所有未平倉合約平倉；</p>
<p><b>“Margin”</b> 保證金</p>	<p>Means a deposit of money required by Max Online to be placed with Max Online by the Client as security and collateral for Bullion Transactions from time to time and includes Initial and Liquidation Margin;</p> <p>指 Max Online 要求提供予 Max Online 作為客戶履行不時作金銀交易擔保及抵押品的金錢，這包括初始及結算保證金；</p>
<p><b>“OECD”</b> 經合組織</p>	<p>Means The Organisation for Economic Co-operation and Development. The OECD has developed the rules to be used by all governments participating in the CRS and these can be found on the OECD:</p> <p><a href="https://www.oecd.org/tax/automatic-exchange/">https://www.oecd.org/tax/automatic-exchange/</a></p> <p>指經濟合作暨發展組織；經合組織制定了所有參與了共同匯報標準的國家政府都會遵守的規則。詳細可瀏覽經合組織有關自動交換財務帳戶資料的網站： <a href="https://www.oecd.org/tax/automatic-exchange/">https://www.oecd.org/tax/automatic-exchange/</a></p>
<p><b>“Principal”</b> 主事人</p>	<p>Means a person who is a party to a Bullion Transaction;</p> <p>指金銀交易中的一方的人士；</p>
<p><b>“Services”</b> 服務</p>	<p>Means any Bullion trading facility provided by Max Online to the Client which enables the Client to place orders to buy and sell Bullion and to access Account information and related services via the internet;</p> <p>指 Max Online 提供予客戶的任何金銀交易設施，此等設施使客戶能夠通過互聯網給予買入及賣出金銀下單及存取帳戶資料和接受相關服務；</p>
<p><b>“SFC”</b> 證監會</p>	<p>Means the Securities and Futures Commission established under the SFO;</p> <p>指根據《證券及期貨條例》成立的證券及期貨事務監察委員會；</p>
<p><b>“SFO”</b> 證券及期貨條例</p>	<p>Means the Securities and Futures Ordinance (Cap 571 of Laws of Hong Kong);</p> <p>指《證券及期貨條例》(香港法例第 571 章)；</p>
<p><b>“Trading Close”</b> 收市</p>	<p>Means the closing time of each Trading Day. Latest information is detailed in Max Online’s website.</p> <p>指每個交易日的收市時間。最新的資料詳列在 Max Online 的網頁。</p>

<p><b>“Trading Day”</b> 交易日</p>	<p>Means a day on which Max Online is open for Bullion Transactions as Max Online may determine from time to time. 指 Max Online 開放進行金銀交易的日子，Max Online 能隨時對此作出決定。</p>
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**1.2. In “This Agreement”:**

在本協議中

**1.2.1. Headings are inserted for convenience or reference only and shall not affect the construction and interpretation of “This Agreement”;**

標題僅為了方便參考而加入的，並不應影響本協議的詮釋及解釋；

**1.2.2. References to any statute, statutory provision or regulatory rule, code or guideline shall include a reference to that statute, provision or regulatory rule, code or guideline as from time to time amended, replaced, modified, extended or re-enacted;**

提及的法規、法定條文或監管規則、法典或指引應包括其不時的修改、取代、修飾、引申應用或其重新制定；

**1.2.3. Words importing any gender include every gender;**

性別指稱應包括所有性別；

**1.2.4. References to persons include individuals, corporations, bodies corporate or unincorporated bodies;**

提及的人士包括個人、公司、法團或非屬法團；

**1.2.5. The singular shall be deemed to include the plural and vice versa; and**

單數之詞語包括複數之意思，反之亦然；及

**1.2.6. References to Clauses are to clauses in “This Agreement”.**

提及的條文是指本協議中的條文；

**1.2.7. In the event of any inconsistency between the English and Chinese version, the English version shall prevail.**

中文譯本僅供參考，文義如與英文本有歧異，概以英文本為準；

**1.3. “This Agreement” and the Client Application Form constitute the agreement between the Client and Max Online with respect to the Account and Bullion Transactions. Unless otherwise specified or the context requires otherwise, reference to “This Agreement” include the Client Application Form.**

Max Online 與客戶之間關於帳戶及金銀交易的協議是由帳戶申請表格與客戶協議書所組成的。除非另有訂明或內文另有規定，否則客戶協議書包括帳戶申請表格。

**2. SERVICES**

**服務**

**2.1. The Client agrees to use the Services only in accordance with the terms and conditions of “This Agreement”. Any additional services offered through the Services from time to time shall only be used by the Client in accordance with the terms and conditions of “This Agreement”.**

客戶同意只會按照本協議的條款及條件使用服務。凡他日藉此服務提供的任何附加服務，客戶都只會按照本協議的條款及條件使用。

- 2.2.** The Client agrees that he shall be the only authorized user of the Services under "This Agreement". The Client shall be wholly and solely responsible for the confidentiality, security and use of the Account number and password issued to him by Max Online.

客戶同意他將是本協議中所指的服務的唯一獲授權使用者。客戶將對 Max Online 發給的帳戶號碼及密碼之保密、安全和使用自行承擔全部責任。

- 2.3.** Max Online will offer the Services during the trading hours of Max Online from time to time as specified on Max Online's website, [www.maxonline.io](http://www.maxonline.io).

Max Online 會依照其網站 [www.maxonline.io](http://www.maxonline.io) 中訂明的 Max Online 交易時段內提供服務。

- 2.4.** The technical requirements and specifications for using the Services with which the Client's IT equipment, operation system, internet connection etc. shall conform are described on Max Online's website. It is the Client's responsibility to conform with any such technical requirements.

使用服務所需的技術要求及規格已列明於 Max Online 網頁內，而確認客戶的電子資訊科技設備、作業系統、互聯網連接等是否符合乃客戶之責任。

### **3. ACCOUNT**

#### **帳戶**

- 3.1.** Max Online shall open and maintain no more than one Account in the name of the Client. Notwithstanding any provisions of "This Agreement", there is no obligation for Max Online to enter into Bullion Transactions with the Client. Max Online may execute at its sole discretion, trading orders given or authorized by the Client and provide the Client with Services for Bullion trading.

Max Online 將以客戶名義開設及維持不多於一個的帳戶。儘管有本協議的其他規定，Max Online 沒有與客戶進行金銀交易的義務。Max Online 按下列條款及條件全權酌情執行由客戶或被授權人士為進行金銀交易而發出的所有下單，和提供服務。

- 3.2.** After the Account is opened, Max Online shall issue to the Client a designated trading Account number and default password. When logging on to Max Online's trading Account for the first time, the Client is required to change the default password with a new password for security purposes. The Client should memorize the new password.

帳戶開設後，Max Online 將發出指定交易帳戶號碼及預設密碼給客戶，為保障客戶利益，當首次登入交易帳戶後，客戶會被要求更改預設密碼。客戶需緊記新密碼。

- 3.3.** If the Client suspects that the password of the Account has been disclosed to or accessed by a third party, the Client should contact Max Online as soon as possible to block third party access and request for a new default password. Max Online shall take reasonably practicable steps to block third party access to the Account and Services after being contacted by the Client. The Client shall be responsible for all transactions and activities involving the Account executed by any person (whether or not authorized by the Client) prior to Max Online blocking third party access.

如客戶懷疑帳戶密碼被洩露或被第三者存取，客戶應盡早聯絡 Max Online 以阻止第三者存取及要求新的預設密碼。Max Online 將在接到客戶聯絡後採取合理及切實可行的措施去阻止第三者存取帳戶及服務。客戶將承擔由任何人士（不論是否被客戶授權）於 Max Online 阻止第三者存取前所作出的全部交易及帳戶活動的責任。

- 3.4.** The Client is obliged to keep the password of the Account and other information relating to the Account, whether assigned by Max Online or otherwise, secret and secure to ensure that third parties do not obtain access to the Client's trading facilities or funds. Max Online shall not be responsible for any loss or damages, liability, cost or expense suffered or incurred by the Client arising from or in connection with the Client's failure to ensure the security of the Account.

客戶有義務保障不論是否由 Max Online 所分配的帳戶密碼及其他有關帳戶的資料秘密及安全，以確保第三方不能存取客戶交易設施或取得客戶款項。Max Online 毋須為客戶因客戶未盡到保障帳戶安全的義務所產生的任何損失、損害、責任、費用及開支負責。

- 3.5.** The Client understands and accepts that Max Online may at any time in its sole discretion and without prior notice to the Client, suspend, prohibit, restrict or terminate the Client's access to the Services, the Account and his ability to enter into Bullion Transactions. The closing of the Account by Max Online will not affect the rights and/or obligations of either party incurred prior to the date the Account is closed. The situations where Max Online may exercise its discretion under this clause include, but are not limited to:

客戶理解並接受 Max Online 可隨時在沒有事先通知客戶的情況下全權酌情暫停、禁止、限制或終止客戶存取服務、帳戶及其進入金銀交易的能力。帳戶關閉將不會影響雙方在帳戶關閉日期前的權利及/或義務。Max Online 可根據本條款行使其全權酌情權的情況包括但不限於：

- A) Max Online reasonably considers that there are abnormal trading conditions in the relevant market;  
Max Online 合理地考慮在有關市場出現不尋常的交易狀況；
- B) Max Online is unable to execute the trading orders due to unavailability of the relevant market information;  
Max Online 因為沒有得到有關市場資訊而不能執行交易指令；
- C) Any representation made by the Client is incorrect in a material respect or misleading; or  
客戶所作的任何聲明在重大方面為不正確或誤導的；或
- D) The death or judicial declaration of incompetence of the Client, or the Client becomes of unsound mind.  
客戶死亡或法庭宣佈客戶無行事能力或客戶變得精神不健全。

- 3.6.** Max Online shall not be responsible for any loss or damages, liability, cost or expense suffered or incurred by the Client arising from or in connection with the suspension, prohibition, restriction or termination of the Client's access to the Services, the Account and the ability to enter into Bullion Transaction in accordance with clause 3.5 of the Agreement.

Max Online 毋須為客戶因根據本協議 3.5 條暫停、禁止、限制或終止客戶存取服務、帳戶及其進入金銀交易所產生的任何損失、損害、責任、費用及開支負責。

#### **4. DEALINGS AND TRADING ORDERS**

##### **交易及交易指令**

- 4.1.** The Client shall at all times trade on his own behalf. In relation to any Bullion Transactions, Max Online will execute such Bullion Transactions as the Principal and that the Client shall enter into such transactions as the Principal.

在任何時候，客戶應代表其本人進行交易，任何與金銀交易有關，Max Online 將以主事人名義進行該等金銀交易及客戶將以其主事人名義進入該等交易。



- 4.2.** The Client shall at all times operate the Account by giving orders himself. The Client shall be solely responsible for the loss in the Account if the Account is operated by Introducing Broker or any other persons.  
客戶須自行發出下單來運作其戶口。若帳戶由代理人或其他人操作，應由客戶對其帳戶的損失承擔責任。
- 4.3.** Max Online officer or employee shall be allowed to trade contracts on his own account but shall not accept appointment by the Client as agent to operate the Account. Hence, neither Max Online nor any of its officers or employees shall incur any liability for the handling, mishandling or loss of any instruction from the Client.  
任何 Max Online 的僱員可以個人名義而作合約交易，但不可以接受客戶委任為其代理以操作客戶之帳戶，因此 Max Online 和其任何僱員都不對該客戶的任何指示的處理、錯誤處理或損失承擔任何責任。
- 4.4.** The Client acknowledges and agrees that he shall be wholly and solely responsible for all trading orders placed through the Services using the Client's name, password, Account number assigned by Max Online or any other personal identification means implemented to identify the Client, whether authorized by him or not.  
客戶承認並同意凡以 Max Online 分配的客戶名稱、密碼、帳戶號碼或任何其他能證明客戶身份的個人身份證明方法（不論有否獲其授權）經服務系統發出的交易指令，均由客戶自己承擔全部責任。
- 4.5.** The Client shall place trading orders via internet through the trading facility provided by Max Online only.  
客戶只應經 Max Online 的交易設施在互聯網發出交易指令。
- 4.6.** Under contingency circumstances, the Client may provide Max Online with oral instructions (hereinafter referred to as "Communication Alternatives"). Max Online may acknowledge such instructions orally as appropriate.  
於應急情況下，客戶可向 Max Online 作出口頭指示（以下簡稱“通訊替代”）。Max Online 將承認該等口頭指示為適當的。
- 4.7.** Subject to price availability, Max Online will notify communication alternatives, through Electronic means, that may include but not limited to phone and email available for the Client to provide his trading instructions under contingency circumstances.  
Max Online 將根據價格的提供狀況，透過電子形式（包括但不限於電話及電郵）通知客戶可以使用通訊替代，以供客戶於應急情況下提供交易指示。
- 4.8.** Contingency circumstances may be applicable in the case of any technical failure or delay that is beyond Max Online's reasonable control or anticipation due to any cause affecting the business operation of Max Online.  
應急情況可適用於因任何原因而影響 Max Online 業務運作而導致超越 Max Online 合理控制或預期的任何技術故障或延遲的情況。
- 4.9.** The Client may place market orders or conditional orders. The Client directs Max Online to execute market orders immediately upon receipt of the orders and market orders are irrevocable. The Client directs Max Online to execute conditional orders when all conditions specified by the Client are met. Conditional orders once executed are irrevocable. Details regarding the Account, Confirmations and notifications from Max Online to the Client will be available via the trading facility provided by Max Online.  
客戶可發出市價盤或條件盤。在收到市價盤後，Max Online 會立刻按照客戶指示執行，市價盤是不可撤銷的。在收到條件盤後，Max Online 會待客戶所指定的條件完全符合後才執行指示，條件盤在執行後是不可撤銷的。有關帳戶、由 Max Online 發給客戶的通知及確認的詳細資料可經 Max Online 提供的交易設施內瀏覽。
- 4.10.** Max Online shall have discretion to reject any trading order placed by the Client and shall not be obliged to give any reason for rejection. If Max Online in its discretion rejects any trading order, Max Online shall notify the Client but



Max Online shall not be liable in any way for any loss, damages, liability, cost or expense suffered or incurred by the Client arising from or in connection with the rejection of the trading order by Max Online.

Max Online 有酌情權拒絕任何由客戶發出的交易指令而毋須給予任何理由。若 Max Online 行使其酌情權拒絕任何交易指令，Max Online 將會通知客戶，但 Max Online 毋須為客戶因不接受交易指令所產生的任何損失、損害、責任、費用及開支負責。

- 4.11.** Subject to Max Online's discretion to reject any trading orders, any trading order instruction placed via the trading facilities (under contingency circumstances through phone) by the Client shall only be deemed to have been received, valid and binding between Max Online and the Client where such order has been recorded as executed by Max Online and confirmed by Max Online to the Client via the issuance of daily statements and monthly statements (hereinafter "Statements") of Account through Electronic Means, as shall be determined by Max Online. Max Online 可按其酌情權拒絕任何交易指令，客戶經交易設施發出(在應急情況下經由電話)的任何交易指令只被視為已接收、有效及在 Max Online 與客戶之間有約束力。Max Online 將決定這些下單是否已被記錄為已執行，Max Online 並會於執行後經電子方式發出日結單及月結單(以下簡稱“結單”)與客戶確認。

- 4.12.** In general, Max Online shall act according to instructions as soon as practically possible. However, if, after instructions are received, Max Online deems that it is not reasonably practicable to act upon such instructions within a reasonable time, Max Online may notify the Client that Max Online will refuse the instructions or defer acting upon such instructions until it is, in Max Online's sole discretion, practicable to do so.

一般情況下，Max Online 會盡快在可能情況下根據指示作出相應行動。但在收到指示後，如果 Max Online 認為無法在可能的時間內執行該等指示，Max Online 可能會通知客戶其指示將會被拒絕或延遲，直至 Max Online 全權酌情為可實行為止。

- 4.13.** The Client further acknowledges and agrees that, as a condition of using the Services the Client shall notify Max Online as soon as reasonably practicable if:

客戶並且確認及同意，作為其使用服務之一項條件乃在下列情況下需即時通知 Max Online：

- A) A trading order has been placed through the Services and he has not received an accurate acknowledgement of the order or of its execution from Max Online by Electronic Means;  
交易指令已經由服務被設置但其沒有從 Max Online 經電子方式接收有關下單或執行的準確確認書；
- B) The Client has received an electronic acknowledgement of a Bullion Transaction which he did not order or, any similar notification;  
客戶收到金銀交易的電子確認書或任何類似通知，但其沒有作過相關下單；
- C) The Client becomes aware of any unauthorized use of his Account or password; or  
客戶的帳戶或密碼遭到未獲授權的使用；或
- D) The Client has difficulties regarding the use of the Services.  
客戶使用服務時出現或遇到困難。

- 4.14.** The Client confirms that Max Online may take the opposite position of any trading order placed by the Client.

客戶確認 Max Online 可為客戶發出的任何交易指令的對手。

## 5. DEALING RATES

### 交易價格

- 5.1.** All Bullion dealing rates offered by Max Online to the Client are in US dollars, based on current rates and are real-time.

所有 Max Online 客戶提供的金銀交易價格乃美元報價，根據現有的價格及即時的。

- 5.2.** The Client acknowledges that his trading orders, regardless of any amendment made to the order size thereafter, will be subject to widened spread if the trade size per contract of a similar nature exceeds the order limit set by Max Online at Max Online's sole discretion. Standard spreads for each different trade sizes are available on Max Online's website.

客戶明白如果每張相同性質合約的交易數量超過 Max Online 全權酌情制定的交易限制數量，即使下單數量其後被修改，其交易指示將套用較闊的差價。不同交易數量的標準差價，可詳見於 Max Online 網頁。

- 5.3.** The Client recognizes that Bullion trading spot prices may vary from institution to institution and from minute to minute as a result of, without limitation, a time lag in data transmission, and that it may prove impossible to execute trades at prices quoted to the Client by Max Online. Thus, the Client accepts that all prices quoted by Max Online to the Client are for reference only and are the best prices then available. The Client further accepts that the prices at which a Bullion Transaction is executed are the prices available at the time of execution and specified in the relevant Confirmation.

客戶承認金銀交易現貨價格因不同機構而異，並且每分鐘都有所變動。上述情況可能會因為(但不限於)資料傳輸時間的滯後而引致。即使以 Max Online 報出的價格進行，仍有可能無法完成交易。因此，客戶接受由 Max Online 提供的任何報價皆僅作參考之用及為當時可得的最佳報價。客戶並且接受金銀交易執行的有效價格為執行時可得到的價格及於相關確認中所指定的。

- 5.4.** There may be circumstances where prices quoted by Max Online may later prove to be inaccurate due to specific market circumstances, without prejudice to any rights it may have under the laws of Hong Kong, Max Online shall not be bound by any Bullion Transaction which purports to have been executed (regardless whether the Bullion Transaction has been confirmed), at the transacted price under the following circumstances:

在依據香港法律及不損害 Max Online 任何權利的指定市場狀況下，Max Online 的報價可能會於後來證明為不準確。在以下的情況，Max Online 不應被任何已聲稱以交易價格執行的金銀交易 (不論該金銀交易是否已被確認) 所約束：

- A) Lack of market liquidity;  
市場缺乏流通量；
- B) Suspension or error in quotes from Max Online's designated counterparty;  
Max Online 指定對手的報價出現暫停或錯誤；
- C) Max Online is able to substantiate to the Client that the transacted price was incorrect at the time of the Bullion Transaction; or  
Max Online 能夠向客戶證實金銀交易時的交易價格並不正確；或
- D) The transacted price was known by the Client to be incorrect at the time of the Bullion Transaction.  
交易時客戶得知交易價格不正確。

In such cases, Max Online reserves the right to cancel the Bullion Transaction or correct the erroneous price at which the Bullion Transaction was executed with the price at which Max Online hedged the trade or to the historic correct market price subject to all applicable laws, rules and regulations.

在這些情況下，Max Online 可按所有適用的法律、規則及規例，保留取消該金銀交易或修正該金銀交易執行的錯誤價格(修正至 Max Online 就該交易作對沖的價格或歷史正確市場價格)的權利。

## 6. SETTLEMENT DATE AND ROLLOVERS

### 結算日及過夜利息

#### 6.1. Cash-Net-Settlement

##### 淨現金結算

The Client acknowledges that each Bullion Transaction is cash settled and is closed out without a physical delivery of Bullion. The settlement amount (i.e., realized profit or loss) will be credited to or debited from the Account on the value date (i.e., within one Business Days after position has been closed).

客戶確認每項金銀交易均為現金結算及平倉時沒有實體的金銀交割。結算金額 (如已實現利潤或虧損) 將於過數日 (平倉後的一個營業日內) 從帳戶記入或扣除。

#### 6.2. Settlement Currency

Settlement currency for the Account is in US dollars unless Max Online agrees otherwise;

除非 Max Online 同意，否則在帳戶中的結算貨幣是美元；

#### 6.3. Rollovers

##### 過夜利息

All open Bullion positions are rolled to the next trading day. Depending on whether you are Long (hold a buy position) or Short (hold a sell position) you will either be debited or credited rollover interest on a daily basis. Details of Max Online's rollover rates and time are detailed on Max Online's website. In all cases, interest shall be determined conclusively by Max Online from time to time subject to changes in global interest rate movements. The latest information is detailed on Max Online's website.

所有未平倉金銀持倉會轉倉至下一個交易日。視乎閣下是買入 (持有長倉) 還是賣出 (持有短倉) 而定，閣下將會每日被扣除或存入過夜利息。Max Online 網頁詳列 Max Online 過夜利息及時間的詳情。在任何情況下，利息應由 Max Online 不時按環球利率轉變而最終確定的利率來計算。最新的資料詳列在 Max Online 的網頁。

## 7. DEPOSITS AND PAYMENTS

### 存款及付款

#### 7.1. Any cheques from the Client to Max Online should be made payable to the designated payee and mailed to the mailing address of Max Online which is available on Max Online's website.

所有由客戶支付的支票抬頭請填寫應支付給 Max Online 網站所載的指定收款人及郵寄至 Max Online 網站所載的郵寄地址。

#### 7.2. For information on available fund transfer methods, please see Max Online's website for instructions. The Client is required to reference his full name and Account number on all cheques to and fund transfer-related correspondences with Max Online.

有關可用資金轉帳方法的資料，請參照 Max Online 網頁指示。客戶必須於所有支票及資金轉帳的有關書信引用其全名及帳戶號碼作參考。

- 7.3. Without prejudice to any other provisions of "This Agreement", where the Client fails to provide any Margin or other sums due to Max Online under "This Agreement", Max Online reserves the right to close all or any open position of the Client without prior notice to the Client.

在不損害本協議任何其他條文下，若客戶未能提供任何保證金或其他應支付的款項予 Max Online，Max Online 保留把客戶所有或任何未平倉合約平倉而不作事前通知的權利。

- 7.4. Max Online accepts US dollar deposits only. For deposits in other currencies, the amount will be converted to US dollar based on the relevant real-time exchange rate.

Max Online 只接受美元存款。對於其他貨幣的存款，該存款金額將以實時價格轉換成美元存入閣下的交易帳戶。

## 8. CLIENT MONEY

### 客戶款項

- 8.1. Money received from the Client will be held by Max Online in Client Bank Accounts, separate from Max Online's operating funds, which Max Online maintains with an authorized institution in Hong Kong.

從客戶收到的款項將存放於客戶銀行帳戶，該帳戶乃 Max Online 與香港的認可機構所維持，並獨立於 Max Online 的營運資金。

- 8.2. Max Online is entitled to retain (for its own benefit without having to account to the Client) any interest accruing on client money held by Max Online in the Client Bank Account(s).

Max Online 有權利收取 (其自己的利益，而毋須向客戶交代) 於客戶銀行帳戶中客戶款項的任何相關利息。

- 8.3. For the avoidance of doubt, Max Online will not arrange delivery of physical gold/silver.

為免生疑問，Max Online 將不會安排交付實物黃金/白銀。

- 8.4. We will not pay the Client interest on funds deposited by the Client.

本公司不會就客戶存入的資金向客戶支付利息。

## 9. TRADING AND MARGIN LIMIT

### 交易及保證金限額

- 9.1. The Client is advised that Max Online shall have the right to limit the size of the Client's open positions (gross) and to refuse trading orders to establish new positions in the Account.

客戶應理解 Max Online 將有權利限制客戶 (總) 未平倉合約大小及拒絕帳戶發出開設新倉的交易指令。

- 9.2. The Initial Margin and Liquidation Margin are to be determined by Max Online from time to time at its sole discretion subject to applicable regulatory requirements and are available on Max Online's website. It is the responsibility of the Client to check applicable Initial Margin and Liquidation Margin from time to time.

初始保證金及結算保證金是由 Max Online 應適用的監管要求不時全權酌情決定的，有關資料可於 Max Online 網頁閱覽。適時檢查適用的初始保證金及結算保證金乃客戶之責任。

## 10. MARGIN REQUIREMENTS

### 保證金要求

- 10.1. The Client shall deposit with Max Online the Initial Margin prior to entering into any Bullion Transactions with Max Online. The Client shall maintain the Initial Margin as Max Online may, subject to the applicable requirements, prescribe at its sole discretion from time to time.

在與 Max Online 進行任何金銀交易前，客戶應先於 Max Online 存入初始保證金。客戶應按 Max Online 不時全權酌情根據適用的規定維持的初始保證金。

- 10.2.** For locked positions (i.e., situation where a client simultaneously holds an equal long and short position), the Client shall only be required to maintain one set of required Margin prescribed by Max Online at its sole discretion from time to time.

在鎖倉 (客戶同時持有相同數量的長倉與短倉) 的情況下，客戶只需維持一套保證金，而該保證金要求是由 Max Online 不時全權酌情規定。

## **11. AUTOMATIC CLOSE OUT**

### **自動平倉**

- 11.1.** If at any time the Client's combined exposure from all open positions reaches a level where the Margin maintained in the Account falls beyond the Liquidation Margin as determined by Max Online at its sole discretion from time to time, Max Online will close out all of the Client's open positions without prior notice to or consent from the Client and cancel all outstanding trading orders made by or on behalf of the Client.

若客戶帳戶中的保證金在任何情況下因其持倉而跌至低於 Max Online 不時全權酌情決定的結算保證金水平，Max Online 會在不作事前通知或未得到客戶同意前，將客戶所有未平倉合約平倉，並取消由客戶或以客戶名義所作出的未完成交易指令。

- 11.2.** Without prejudice to Clauses 10 and 11.1, Max Online reserves the right to cancel at any time, without prior notice to the Client, any or all outstanding trading orders, open positions, or any other commitments made by the Client, and/or terminate "This Agreement" forthwith and Max Online is not liable for any resulting loss incurred by the Client. Such actions by Max Online will be carried out at its sole discretion in the event of any of the following:

在不損害條文 10 及 11.1 的情況下，Max Online 保留於任何時間、毋須向客戶作事前通知，取消任何或所有未完成交易指令、未平倉合約或其他任何客戶作出的承諾及/或立刻終止本協議的權利。Max Online 毋須為客戶因而產生的任何損失負責。Max Online 會在下列任何的事件中全權酌情作出以上行動：

- A) The death or judicial declaration of incompetence of the Client, or the Client becomes of unsound mind;  
客戶死亡、法庭宣佈客戶無行事能力或客戶變得精神不健全；
- B) The filing of a petition in bankruptcy, a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against the Client;  
由客戶或針對客戶呈請破產，或呈請委任清盤人，或提出任何無力償債或類似的法律程序；
- C) The Client defaults in the performance of any of the terms and conditions of "This Agreement" and fails to remedy a remedial default within the timeframe specified by Max Online to the Client;  
客戶未能適當履行本協議的任何條款及條件和在 Max Online 向客戶指定的時間內補救一個可補救的錯誤；
- D) The Client's failure to provide Max Online any information requested pursuant to "This Agreement" which information is required by Max Online for the purposes of provision of the Services to the Client;  
客戶未能向 Max Online 提供根據本協議要求 Max Online 為客戶提供服務所需的任何資訊；
- E) Any representation made by the Client is incorrect in a material respect or misleading;  
客戶所作的任何聲明在重大方面為不正確或誤導的；
- F) The Client's failure to operate the Account for more than three (3) consecutive months; or  
客戶連續三個月以上未操作賬戶；

- G) Any other circumstances or developments that Max Online deems appropriate for the protection of Max Online.

發生任何其他 Max Online 應當採取保護設施的情況或變化。

## 12. PAYMENT OF DEFICIT BALANCES

### 欠款的償付

- 12.1. The Client shall at all times be liable for the payment of any deficit balance owing by the Client upon demand by Max Online and in all cases, the Client shall be liable for any deficiency remaining in the Account in the event of the liquidation thereof in whole or in part by Max Online or by the Client.

一經 Max Online 要求，客戶將在任何時候對其剩餘的欠款負責，且當其帳戶被 Max Online 或其本人全部或部份清算時，任何時候均對其剩餘的欠款負責。

- 12.2. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of the Client due to Max Online, the Client shall promptly pay upon demand, the deficit and all unpaid liabilities, including but not limited to attorney's fees, witness fees and other expenses, where applicable. In the event Max Online incurs expenses other than for the collection of deficits, with respect to the Account, the Client agrees to pay such expenses.

如果根據本授權而進行的平倉所實現的資金不足以支付客戶對 Max Online 所欠的債務，一經要求，客戶須立即支付欠款及所有未償還債務，包括但不限於適用的律師費、證人費及其他支出。如果 Max Online 因為客戶的帳戶而支付了除收欠款費用以外的其他費用，客戶同意支付該等費用。

## 13. COMMISSIONS, CHARGES AND OTHER COSTS

### 佣金、收費及其他費用

- 13.1. The Client should obtain from Max Online a clear explanation of all commission, fees and other charges for which the Client will be liable for the provision of the Services. A list of commission, charges, and other costs is set out on Max Online's website.

客戶應從 Max Online 獲得所有佣金、收費及其他費用的明確解釋，該等收費列表可在 Max Online 的網頁閱覽。

- 13.2. The Client shall be responsible for payment of any brokerage, commission and special service and all other fees and charges (including, without limitation, mark-ups and markdowns, statement charges, idle account charges, order cancellation charges, account transfer charges or other charges) in respect of the Account and the Bullion Transactions determined by Max Online and notified to the Client by Electronic Means from time to time.

客戶應支付根據帳戶、由 Max Online 決定的金銀交易及不時以電子方式通知客戶的經紀費、佣金和特別服務及其他所有費用及收費(包括但不限於溢價及折價、結單費、閒置帳戶費、下單取消費、轉帳費或其他收費)。

- 13.3. The Client is liable to pay fees (including, without limitation, fees imposed by bank, contract markets or other regulatory or self-regulatory organizations) arising out of Max Online providing the Services.

客戶將支付因 Max Online 提供的服務所產生的費用 (包括但不限於銀行、合約市場或其他監管或自我監管組織收取的費用)。

- 13.4. No transaction fee or commission will be payable to Max Online for online executed Bullion Transactions. Max Online is compensated through the bid ask spread in the prices quoted to the Client. For Clients that referred by Introducing Broker, 13.4 is not applicable. Clients can refer to Clause 34 for more details.



Max Online 不會向網上執行的金銀交易收取交易費用及佣金，而是從向客戶報出的買賣差價中獲得補償。條款 13.4 不適用於由介紹代理人介紹到 Max Online 的客戶。客戶可細閱條款 34 了解更多詳情。

- 13.5.** Max Online may charge the Client commission, charges, and/or fees in relation to the Services as advised to the Client from time to time. All such commission, charges and/or fees shall be paid by the Client as they are incurred, and the Client hereby authorizes Max Online to debit or withdraw the amount of any such charges from the Account.

Max Online 有可能不時收取客戶佣金、收費、及/或有關服務的費用，客戶應支付該等佣金、收費及/或費用，客戶特此授權 Max Online 從帳戶中扣除或提取任何該等收費的金額。

## **14. COMMUNICATIONS**

### **通訊**

- 14.1.** Subject to Clause 15, the Client's consent to electronic transmission of Statements, notices and any other communications relating to the Services will be transmitted to Client via the email address specified in the Client Application Form. The Client shall notify Max Online as soon as practical upon a change in the email address designated in the Client Application Form. Any communications so sent shall be deemed to have been received by the Client at the time of transmission of the message to him.

根據條款 15，客戶同意以電子方式傳輸結單、通知或其他與服務相關的通訊聯絡將經由客戶於客戶申請表上登記的電郵地址送達客戶。如客戶於其客戶申請表上登記的指定電子郵箱有所更改，應盡快及確實通知 Max Online。任何該等通訊於發出時已被視為客戶已接收到有關通訊。

- 14.2.** Any communication sent to the Client by mail or email shall be deemed delivered personally to the Client when deposited in the mail or sent via email, whether actually received by Client or not.

任何以郵寄方式或電郵發出的通訊一旦經郵遞或以電郵送出，即被視為已送達客戶本人，不論客戶是否實際已接收如否。

- 14.3.** No hold mail arrangements will be accepted by Max Online or its employees.

Max Online 及其僱員不會接受任何代存郵件安排。

## **15. CONSENT TO RECEIVE CONFIRMATION AND COMBINED STATEMENTS OF ACCOUNT VIA EMAIL**

### **以電郵方法接收帳戶結單的同意**

- 15.1.** Unless instructed by the Client with a written notice to Max Online, the Client hereby consents and authorizes Max Online to deliver all of the Account information, including without limitation, Statements via Email.

除非客戶利用書面通知指示 Max Online，否則客戶特此許可及授權 Max Online 以電郵方式發送所有帳戶資訊，包括但不限於結單。

- 15.2.** Emailing the Statements or Account information to client's registered Email Address will be deemed delivery of the Statements to the Client. At all times, Account information provided to the Client will include confirmations, purchase and sale rates, used margin, net equity, outstanding amount available for margin trading, statements of profits and losses, as well as current open or pending positions.

以電郵發送結單或帳戶資訊將被視為向客戶發送結單。於任何時間，提供予客戶的帳戶資訊將包括確認書、買賣價格、已用保證金、資本淨額、可供保證金交易的未使用金額、損益表以及現有未平倉或待執行合約。



- 15.3.** The Client is advised to promptly review the Statements upon receipt of Statements from Max Online to ensure the accuracy of such Statements and notify Max Online of any discrepancies within two [2] Business Days after the statements are made available to the Client or such other notice period as determined by Max Online from time to time.

Max Online 建議客戶於收到其結單後盡快閱覽結單以確保該等結單的準確性並於該等結單可供客戶閱覽的兩 [2] 個營業日內或 Max Online 不時決定的通知期內通知 Max Online 有關任何差異。

- 15.4.** Any Statement (including Confirmation of executed orders) sent by Max Online via Electronic Means or otherwise to the Client shall be deemed correct and shall be conclusive and binding upon the Client if not objected to upon receipt within the period specified in Clause 15.3 above.

若 Max Online 於以上條款 15.3 所指定的期間沒有收到客戶反對，即表示任何經電子或其他方式發送予客戶的結單（包括已執行交易的確認書），將被視為正確及不可推翻和對客戶具約束力。

- 15.5.** The Client understands and acknowledges that:

客戶理解並確認：

- 15.5.1.** Appropriate computer equipment and software, internet access and a specific email address designated by him in the Client Application Form are required to access the Statements;

客戶須配備適當的電腦設備和軟件、接達互聯網及其於帳戶申請表格中提供的電郵地址，方可存取結單；

- 15.5.2.** Internet and email services may be subject to certain IT risks and disruption;

互聯網及電郵服務可能涉及若干資訊科技風險及出現中斷；

- 15.5.3.** He may incur additional data costs for accessing the Statements via Email;

客戶經由電郵存取結單或可能產生額外數據費用；

- 15.5.4.** Revocation of the consent given in Clause 15.1 above will be subject to the giving of written notice in advance by him as Max Online may reasonably require; and

客戶如欲撤銷條款 15.1 的同意，須按照 Max Online 合理的要求向 Max Online 發出書面的事先通知；

- 15.5.5.** He may be required to pay a reasonable charge for obtaining a hard copy of any previous Statements.

客戶如要取得過往結單的列印本，或須繳付合理費用。

- 15.6.** The Client is advised to save an electronic copy or retain a hard copy of the Statements for future self-reference purposes.

客戶應自行保存電子版或列印版結單作日後參考之用。

## **16. AUTHORIZATION TO TRANSFER FUNDS**

### **資金轉帳授權**

- 16.1.** The Client may direct Max Online to transfer funds from the Account to the registered bank account of the Client specified in the Client Application Form or to such other account in the name of the Client as otherwise directed by the Client. The direction to transfer funds shall be given by the Client to Max Online in writing or via Electronic Means.

客戶可指示 Max Online 把資金從帳戶轉帳至客戶於帳戶申請表格中指定的已登記銀行帳戶或客戶指示的其他以客戶名義開設的帳戶。客戶應透過書面或電子方式向 Max Online 發出資金轉帳指示。

- 16.2.** The Client acknowledges that written or any other electronic instructions are not secure means of giving fund withdrawal instructions; that the Client is aware of the risks involved, and that the request to Max Online to accept the fund withdrawal instruction is given in such a way for the Client's convenience.

客戶確認以書面或任何其他電子方式給予資金提取指示並不是安全的方式，客戶知悉所涉及的風險及要求 Max Online 接納其以該等方式給予資金提取的指示。

- 16.3.** The Client unconditionally agrees as follows:

客戶無條件同意以下各項：

- 16.3.1.** To indemnify and keep indemnified Max Online from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including, without limitation, interest, legal fees and expenses) and expenses of whatever nature, whether actual or contingent, suffered or incurred, sustained by or threatened against Max Online whatsoever and howsoever arising from or, in connection with, or in any way relating to, acceptance by Max Online in good faith of such funds withdrawal instruction by written or any other Electronic Means, given or purporting to be given by the Client;

賠償及持續賠償 Max Online 因接納由客戶以書面或任何其他電子方式給予的資金提取指示，而蒙受、招致或面對其威脅的任何法律訴訟、索償、請求、債務、義務、損失、損毀、費用（包括但不限於利息、法律訴訟費及支出）及不論是實際或是可能的任何形式的支出。

- 16.3.2.** Max Online shall be under no obligation to accept or act on any fund withdrawal instruction by written or other Electronic Means and any such instruction shall not be operative until received and accepted by Max Online; and

Max Online 並無責任接納或執行以書面或其他電子方式給予資金提取指示，而上述指示均在 Max Online 收取及接納有關指示後方會生效；及

- 16.3.3.** Max Online may at any time request verification of the Client's instruction at its sole discretion.

Max Online 可全權酌情決定隨時要求客戶核實有關指示。

- 16.3.4.** Max Online is not obliged to verify the accuracy, authority or authenticity of the fund withdrawal instructions, and shall not be responsible for the loss or damages suffered by the Client arising from the inaccurate or unauthorized fund withdrawal instructions caused by hacks or cyber-scam.

Max Online 沒有義務驗證提款指示的準確性、權威性或真實性，並且對於因黑客或網絡詐騙導致的不正確或未經授權的提款指示所造成的客戶損失或損害不承擔任何責任。

## **17. DISCLAIMERS**

### **免責聲明**

- 17.1.** As Max Online does not control signal power, its reception or routing via the internet, configuration of the Client's equipment or reliability of its connection, Max Online will not be liable to the Client for any loss, cost or liability suffered or incurred by the Client, directly or indirectly, from any delays or inaccuracies in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond Max Online's reasonable control or anticipation. Max Online shall only be liable for its actions that are directly attributable to negligence, willful default or fraud on the part of Max Online and Max Online's officers and employees.

由於 Max Online 不能控制連接訊號的強弱、其接收或路由器線路、客戶的設備配置或網路連接的可靠性，Max Online 將不會承擔由於任何傳輸或通訊設備的故障或失敗、斷電或任何其他在 Max Online 的合理控制或意料之外的起因而造

成的下單傳輸中的任何延遲或不精確性對客戶造成的任何直接或間接損失、費用或責任。Max Online 與 Max Online 的僱員將僅對其直接過失、蓄意過錯或詐欺行為負責。

- 17.2.** The Client acknowledges that Bullion trading involves substantial risk that is not suitable for all persons and trading on-line does not necessarily reduce risks associated with Bullion trading.

客戶確認金銀交易具有相當大的風險，並不是適合所有人士。而網上交易不可能會減少有關金銀交易的風險。

- 17.3.** The Client is obliged to keep his Account number and personal passwords to himself to prevent unauthorized access to the trading facilities. The Client will be liable to Max Online for Bullion Transactions executed even if such use is unauthorized.

客戶有責任對其帳戶號碼及個人密碼保密以防交易設施遭未經授權之存取。客戶將對 Max Online 承擔已執行的金銀交易的責任，即使為未經授權之使用。

- 17.4.** Should quoting and/or execution errors occur, which may include, but are not limited to, an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, provided that the error is not as a result of the negligence, fraud or willful misconduct of Max Online, Max Online will not be liable for any resulting damages, losses, costs and expenses suffered or incurred by the Client (whether direct or indirect and whether foreseeable or not). In addition, orders must be placed allowing sufficient time to execute, as well as, sufficient time for the system to calculate necessary Margin requirements. Max Online is not obliged to accept orders if it is not reasonably practicable to do so in the prevailing market conditions or due to market volatility.

當某些報價及/或成交價發生錯誤時，包括但不限於因為硬件、軟件、通訊線路或系統及/或第三方所提供之錯誤外部數據而造成的錯誤報價，而該等錯誤並不是因為 Max Online 的疏忽、詐欺或蓄意的不當行為所造成，Max Online 將不會為此類錯誤所導致客戶的損害、損失、費用及支出（不論是直接或間接及可預見或不可預見的）負責。除此之外，所有下單都必須容許有充裕的時間執行，以及有充裕的時間容許系統計算所需保證金。Max Online 沒有義務接受因為市場波動而在即市市場狀況中不合理及不切實可行的下單。

- 17.5.** Max Online will not be liable for the resulting liquidation, negative balance, and/or positions in the Account due to the system not having been allowed sufficient time to execute and/or calculate accordingly. The foregoing situations set out in Clause 17.4 are not meant to be exhaustive and in the event of a quoting or execution error, Max Online reserves the right to make the necessary corrections or adjustments on the Account involved.

Max Online 不需為因系統未有充足的時間執行和/或計算定單所導致帳戶內的自動平倉、負結餘、和/或持倉而負上責任。條款 17.4 並非盡列而並無遺漏，如發生報價或執行錯誤，Max Online 保留對帳戶作出所需更正或調整的權利。

- 17.6.** Any dispute arising from such quoting or execution errors (other than errors as a result of the negligence, fraud or willful misconduct of Max Online) will be resolved by Max Online in its sole and absolute discretion. The Client agrees to indemnify and hold Max Online harmless from all damages or liability as a result of the foregoing.

有關報價與成交錯誤(因 Max Online 的疏忽、詐欺或蓄意的不當行為造成除外)的任何糾紛只能由 Max Online 全權絕對酌情決定來解決。若因此帶來任何損失、損害或責任，客戶同意予以賠償使 Max Online 不受損害。

- 17.7.** The concept of arbitrage and "scalping", or taking advantage of internet delays, cannot exist in an Over-the-counter market where the Client is buying or selling directly from the market maker. Max Online does not permit the practice of arbitrage on the Max Online trading facilities. Transactions that rely on price latency arbitrage opportunities may be revoked. Max Online reserves the right to make the necessary corrections or adjustments on the account involved. Accounts that rely on arbitrage strategies may at Max Online's sole discretion, without prior notification, be

subject to suspension of new order or termination. Any dispute arising from such arbitrage and/or electronic manipulation will be resolved by Max Online in its sole and absolute discretion.

套戩及俗稱「食價」或「剝頭皮」，或因網路連接的延誤而利用差價獲利的行為，並不能存在於客戶直接向莊家進行交易的場外交易市場中。Max Online 不容許客戶在其交易設施上進行此等套戩行為。依靠因價格滯後帶來的套戩機會進行的交易有可能會被撤銷。Max Online 保留對涉及上述交易的帳戶所進行必要的修改和調整的權利。Max Online 可能依據絕對酌情權，對依賴套戩策略的帳戶暫停新下單或終止其帳戶，而無須作事先通知。因套戩及/或電子操控所產生的任何糾紛只能由 Max Online 全權絕對酌情決定來解決。

- 17.8.** Max Online strictly prohibits any form of manipulation of its prices, execution, and trading tools. Max Online reserves the right to investigate and review any account Max Online suspects of manipulation and withhold funds suspected of being derived from such activity. Max Online reserves the right to make the necessary corrections or adjustments on the account involved. Accounts that are suspected of manipulation may at Max Online's sole discretion, without prior notification, be subject to suspension of new order or termination. Any dispute arising from such arbitrage and/or manipulation will be resolved by Max Online in its sole and absolute discretion. Max Online reserves the right to report such incidents to any relevant regulatory and law enforcement authority.

Max Online 絕對禁止對其價格、執行及交易工具進行任何形式的操控。若 Max Online 懷疑任何帳戶進行操控，Max Online 保留相關權利，對帳戶進行調查及覆核，並從涉嫌帳戶中扣除由相關活動所賺取的盈利款項。Max Online 保留對相關帳戶進行必要更正或調整的權利。Max Online 可能依據絕對酌情權，於涉嫌進行操控的帳戶暫停新下單或終止其帳戶，而無須作事先通知。因套戩及/或操控所產生的任何糾紛只能由 Max Online 全權絕對酌情決定來解決。Max Online 保留向任何相關監管機構或執法機構報告有關事件的權利。

- 17.9.** The Client acknowledges that it may be affected by any curtailment of, or restriction on, the capacity of Max Online to deal in respect of open positions for any reason, and that in such circumstances, the Client may be required to reduce or close out his open positions with Max Online.

客戶確認其可能因任何原因為消滅或限制 Max Online 處理客戶的未平倉合約的能力而採取的行動受到影響。並且在這些情況下，客戶可能被要求減少其於 Max Online 未平倉合約的數目或將其平倉。

- 17.10.** Max Online shall not be responsible for actions attributable to negligence committed by any designated counterparty unless the action is directly caused by Max Online. Max Online shall not be liable for losses arising from the default of any third party engaged by Max Online to assist with the provision of the Services provided that Max Online has exercised reasonable care in engaging and monitoring such third party.

Max Online 不會為任何指定對手的疏忽行動負責，除非該行動是直接因為 Max Online 而造成的。倘若 Max Online 已合理謹慎地聘請及監察有關第三方，Max Online 不對因 Max Online 聘請協助提供服務的第三方的過錯而招致的損失負責。

- 17.11.** The Client may experience widened spreads and slippage under certain market conditions including but not limited to market illiquidity, price volatility or other factors. Stop loss and stop entry orders are executed at the best prices available at the time. Limit (stop gain) orders and limit entry orders are executed at the prices specified by the Client.

客戶在某些市況下可能會經歷差價擴大和滑點，包括但不限於市場流通量不足、價格波動或其他因素。止蝕和自設止價盤以當時的最佳可得市價執行。限價（止賺）和自設限價盤會以客戶指定的價格執行。

**18. INDEMNITY AND LIABILITY****彌償及責任**

**18.1.** Neither Max Online nor its officers and employees shall be liable to the Client for:

Max Online 及其僱員無需為客戶負責以下各項：

**18.1.1.** Any loss or damage (consequential or indirect) suffered by the Client arising out of or in connection with any act or omission of Max Online, its officers or employees in relation to the Account other than as a result of the negligence, fraud or willful misconduct of any of them;

客戶因 Max Online 或其僱員就關於帳戶的任何操作或疏漏操作 (除因疏忽、詐欺或蓄意的不當行為) 而蒙受的損失或損害；

**18.1.2.** Any loss or damage (consequential or indirect) incurred by the Client as a result of any third party (including any counterparty to whom Max Online has a business relationship with) failing to perform its obligations to Max Online provided that Max Online has exercised reasonable care in appointing and monitoring such third party; or

因任何第三方 (包括任何與 Max Online 有商業關係的對手) 未能對 Max Online 履行其義務而招致客戶的損失或損害，倘若 Max Online 已合理謹慎地聘請及監察有關第三方；或

**18.1.3.** Where Max Online is unable to perform its obligations to the Client to the extent that it is unable to do so as a result of any third party's default.

因任何第三方的錯誤而使 Max Online 未能對客戶履行其義務。

**18.2.** The Client shall indemnify Max Online upon demand against any loss, damage, costs, claims, expenses, proceedings, disbursements and liabilities that Max Online may incur or suffer as result of any trading order entered through the Services.

若 Max Online 因客戶於服務中輸入的任何交易指令而招致或遭受的損失、損害、費用、索償、開支、訴訟、付款及債項，客戶將應 Max Online 要求作出彌償。

**18.3.** The Client agrees to indemnify and hold Max Online, and its directors, managers, officers, employees, advisors and representatives harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by Max Online arising out of the Client's failure to fully and timely perform the Client's obligations under "This Agreement" or should any of the representations and warranties in "This Agreement" fail to be true and correct.

客戶同意賠償一切因客戶未能充分及適時地履行本協議的客戶義務或於本協議的聲明及保證中有任何不真實及不正確而產生的所有責任、損失、損害、費用及支出，包括律師費，並使 Max Online 及其董事，經理，高級管理人員和員工不受之損害。

**18.4.** The Client also agrees to pay promptly to Max Online all damages, costs and expenses, including attorney's fees, incurred by Max Online in the enforcement of any of the provisions of "This Agreement" and any other agreements between the Client and Max Online.

客戶也同意及時地向 Max Online 支付 Max Online 在執行本協議或客戶與 Max Online 之間的任何其他協議時產生的損害、費用和支出，包括律師費。

**18.5.** Max Online is not liable for any failure or delay to meet its obligations due to any cause beyond its reasonable control which shall include but not be limited to natural disaster, terrorist attacks, power failure, fires, riots, strikes, lock-outs, wars, governmental control, restriction or prohibition whether local or international, technical failure of any

equipment, power failure, or any other causes which results or is likely to result in the erratic behavior of the spot Bullion prices, the closure of international and/or local markets or any other causes affecting the business operation of Max Online.

如因任何非 Max Online 所能控制的原因，包括但不限於自然災害、恐怖襲擊、電源故障、火災、暴動、罷工、封閉工廠、戰爭、政府管制、本地或國際間的限制或禁制、任何設備的技術性故障、電源故障或任何其他導致或可能導致金銀現貨價格走勢異常原因、國際或本地市場休市或任何其他影響 Max Online 商業運作的原因，令 Max Online 不能或延遲履行其義務，Max Online 一概毋須負責。

- 18.6.** Every exemption from liability, and every defence or immunity available to Max Online shall also be available to and extend to protect each and every Max Online officer and employee.

Max Online 所享有的每項免責、抗辯和豁免應延伸到保護每位 Max Online 的僱員。

## **19. WARRANTIES AND REPRESENTATIONS**

### **保證及聲明**

- 19.1.** The Client warrants and represents to Max Online that:

客戶向 Max Online 保證及聲明：

- 19.1.1.** The Client is of full age to enter into "This Agreement", is of sound mind and is legally competent and is not a bankrupt and all contracts executed or to be executed shall constitute binding and enforceable obligations of the Client;

客戶已屆有效簽訂本協議的法定年齡；精神健全；法律上具有資格；沒有破產；所有已執行及將會執行的合約均對客戶構成具有約束力及可強制執行的義務；

- 19.1.2.** The Client is the sole account holder and shall have full authority to give any instruction with respect to the Account, including but not limited to deposits, transfers and withdrawals of funds, to receive demands, notices, reports, Statements and other communications of any kind it being understood and agreed that such demands, notices, reports, Statements and other communications if addressed to the Client shall be binding on the Client; 客戶為唯一帳戶持有人，有全權就帳戶給與指示。此等指示包括但不限於存入、轉帳及提取資金，接收要求付款書、通知、報告、結單及其他各類通訊。客戶明白並同意，若該等要求付款書、通知、報告、結單及其他各類通訊以客戶為收件人，則對客戶具有約束力；

- 19.1.3.** All information provided by the Client to Max Online in connection with "This Agreement" is true, complete, correct, accurate, up-to-date and not misleading in any respect; and

任何客戶向 Max Online 於本協議中提供的資訊均為真實、完整、正確、準確、最新及在任何方面都不是誤導的；及

- 19.1.4.** The Client is willing and able, financially and otherwise, to assume the risk of Bullion trading.

客戶願意且能夠在財務上或其他方面承擔金銀交易的風險。

- 19.2.** The Client acknowledges that Max Online has entered into "This Agreement" on the basis of, and in reliance on, the above warranties and representations from the Client. The above warranties and representations are deemed to be repeated on each day up and including the termination of "This Agreement".

客戶確認 Max Online 是在依賴客戶作出以上的保證及聲明的基礎上簽訂本協議。以上保證及聲明將被視為每日重覆作出及包括本協議的終止日。



**19.3.** Max Online may from time to time publish or communicate to the Client general market news, such information is based on general market data and is not trading advice. The Client acknowledges that any market information communicated to the Client by Max Online, its officers or employees does not constitute an offer to sell or the solicitation of an offer to buy any Bullion and Max Online makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy, completeness or timeliness of any information furnished to the Client.

Max Online 可能不時發佈或向客戶通報一般性市場消息，這類資訊來源於一般性市場資料，不得視為交易建議。客戶確認任何由 Max Online 或其僱員向客戶提供的市場資訊並不構成一項出售金銀的要約或招徠購買金銀的要約。Max Online 不就提供給客戶的任何資訊的準確、完整及時效性作出任何聲明、保證或擔保，並不對此負責。

## **20. DISCLOSURE OF INFORMATION**

### **資訊披露**

**20.1.** The Client authorizes Max Online to disclose such information relating to the Client, the Account and/or any Bullion Transactions without prior notice to the Client, to any regulatory or supervisory authority in Hong Kong or outside Hong Kong or to any other person as required by any law, rule or regulatory requirement, which may be existing currently and, in the future, or where in Max Online's sole discretion, considers it necessary to protect Max Online's interests where applicable.

客戶授權 Max Online 將與客戶、帳戶及/或任何金銀交易有關的資訊向任何現在或將來香港或以外的監管或其他規管機構，或任何其他法例、規例或規管要求予以披露的人士，或 Max Online 全權酌情認為為維護 Max Online 自身利益而有必要通報之人士透露，而不需向客戶作事前通知。

**20.2.** Subject to Clause 20.1, neither the Client nor Max Online shall disclose to any person, any information relating to the business, finances or other matters of confidential nature of the other party to a third party.

根據條款 20.1，客戶或 Max Online 都不可向任何第三方透露對方任何有關與商業、財政及其他機密性質的資料。

**20.3.** Subject to Personal Data (Privacy) Ordinance (Cap. 486 of Laws of Hong Kong), the Client agrees that personal data of the Client held by Max Online may be used for any of the following purposes:

根據個人資料(私隱)條例 (香港法例第 486 章)，客戶同意 Max Online 持有的客戶個人資料可能會用作以下任何用途：

- A) Disclosing, sharing or transferring such data with any of Max Online's associated companies in relation to new or existing client verification procedures or marketing;  
披露、分享或轉送有關資料予 Max Online 關連公司以作新或現有客戶驗證程序或市場營銷有關之用途；
- B) Comparing and/or transferring such data to third parties for the purposes of checking the Client's identity and financial situation and/or data verification; or  
比較及/或轉送有關資料予第三方以作檢查客戶身份及財務狀況及/或資料驗證之用途；或
- C) Any other purpose relating to or in connection with Max Online's business or dealings or the business or dealing of any associated company.

任何其他與 Max Online 或任何關連公司的業務或交易有關之用途。

## **21. RECORDING OF CONVERSATIONS**

### **對話錄音**



- 21.1.** The Client agrees and acknowledges that all telephone conversations between the Client and Max Online will be recorded on a centralized tape-recording system operated by Max Online. Max Online shall put in place strict rules and procedures to ensure the confidentiality of such tape recordings.

客戶同意並確認所有客戶與 Max Online 之間的電話對話會由 Max Online 操作的中央錄音系統錄音。Max Online 會以嚴格規則及程式以確保有關錄音保密。

- 21.2.** The Client agrees to the use of such recordings and transcripts thereof as evidence of the telephone conversations by either party to any party (including, but not limited to, any regulatory authority and/or court of law or dispute resolution body) whom Max Online at its reasonable discretion sees it appropriate or necessary to disclose such information or in connection with any dispute or proceeding that may arise involving the Client or Max Online.

客戶同意在 Max Online 合理酌情認為合適或必要透露這類資訊或涉及任何客戶或 Max Online 的糾紛或法律程序中，任何一方可以向任何其他方(包括但不限於任何監管機構及/或法院)使用此類錄音謄本作為證據。

- 21.3.** The Client understands that such recordings may be destroyed at regular intervals in accordance with Max Online's business procedures and subject to any applicable requirements imposed by the law, rules and regulations and the Client hereby consents to such destruction.

客戶理解並同意 Max Online 定期根據其營業程序及法律、規則和規例所適用的任何要求銷毀這類錄音，而客戶謹此同意 Max Online 銷毀該等錄音。

## **22. RISK ACKNOWLEDGEMENT**

### **風險確定通知**

- 22.1.** The Client acknowledges and understands that,

客戶承認及理解：

- A) Trading in Bullion Transactions is speculative, may involve a high degree of risk, and is appropriate only for persons who can assume risk of loss in excess of their margin deposit;  
金銀交易是投機性的，涉及高度風險，只適合於能夠承擔超過其保證金存款損失風險的人士；
- B) Price changes or fluctuations in Bullion trading may result in significant losses that may substantially exceed the Client's Margin deposit and under certain market conditions, the Client may find it difficult or impossible to close out a position;  
金銀交易的價格變動或波動可能帶來相當大的損失，該損失可能超過客戶的保證金存款。在某些市況下，客戶可能難以或不可能平倉；
- C) Any profit or loss incurred as a result of a price fluctuation in Bullion contracts will be entirely for the Client's account and risk when the Client enters into a Bullion Transaction;  
在客戶進行金銀交易時，任何於金銀合約中因價格波動而產生的盈利或損失將完全由客戶承擔；
- D) Guarantees of profit or freedom from loss are impossible in Bullion trading;  
在金銀交易中，任何保證盈利或保證不受損失是不可能的；
- E) He has received no such guarantees or otherwise similar representations from Max Online or from any of its officers or employees with whom the Client is conducting his Account, and has neither entered into "This Agreement" nor any Bullion transactions, in consideration of or in reliance upon any such guarantees or similar representations;

客戶在操作其帳戶時，沒有得到來自 Max Online 或任何其他僱員的上述保證或類似聲明，亦沒有根據任何上述保證

來訂立本協議及進行金銀交易；

- F) Max Online will not monitor the Bullion Transactions entered into by the Client. The Client agrees that Max Online will not be held responsible for the outcome of such Bullion Transactions if they differ from what the Client might have presupposed and/or to the disadvantage of the Client; and

Max Online 不會監控客戶進行的金銀交易。客戶同意 Max Online 不需要為該等交易的結果(與客戶預計有異及/或對

客戶不利)負責；及

- G) The Client shall make his own judgements and decisions independently without reliance on Max Online in his decisions in relation to Bullion Transactions. The Client accepts full responsibility for his judgement relating to Bullion Transactions.

在有關金銀交易的抉擇中，客戶應作其獨立判斷及決定而非依靠 Max Online。客戶須為其有關金銀交易的判斷全部負責。

## 23. WAIVERS OR AMENDMENTS TO THIS AGREEMENT

### 本協議的豁免或修訂

- 23.1. No provision of "This Agreement" may be waived unless the waiver is in writing and signed by both the Client and the Executive Director of Max Online.

本協議書的任何條款不可被免除，除非該豁免是以書面形式作出且由客戶和 Max Online 的執行董事共同簽署。

- 23.2. Max Online is entitled to amend, modify, substitute or supplement the terms of "This Agreement" from time to time. Max Online will notify Client of such amendments via email. Amendments shall become effective on the date specified in the email.

Max Online 有權不時或於任何時間訂正、修改、替代或補充協議的條款，並會透過電子郵件向客戶作出通知。修訂將於電子郵件中所指定的日期開始生效。

- 23.3. Should there be any conflict or inconsistency between "This Agreement" and other agreements (written or oral) between Max Online and the Client involving the Services, the terms contained herein shall prevail.

如本協議跟其他 Max Online 與客戶訂立的其他協議(書面或口頭)有任何衝突或不一致，將以本協議的條文為準。

## 24. ACCEPTANCE AND BINDING EFFECT

### 承諾及約束效力

- 24.1. "This Agreement" shall not be deemed as a valid legally binding contract between the Client and Max Online until the Client's account opening application is accepted and approved by Max Online.

在客戶的開戶申請被受理及批核前，本協議不應被視為客戶與 Max Online 之間具有法律約束力的合約。

- 24.2. "This Agreement" shall be binding on the parties and shall not be affected in anyway by Max Online's absorption in, or amalgamation with or the acquisition of all or part of its undertaking by, any person, or any reconstruction or reorganization of any kind.

無論 Max Online 收購、合併、被全部或部分收購、被任何人以任何形式重建或重組，本協議仍然對各方有約束力及不應受影響。

**25. NOTIFICATION OF CHANGE****更改通知**

- 25.1.** Each of the Client and Max Online undertakes to inform the other party of any material change to the information provided in, under or pursuant to “This Agreement”.

本協議提供、包含或依據的任何資料如有變動，客戶和 Max Online 均有責任通知對方。

- 25.2.** The Client is obliged to notify Max Online and in writing as soon as reasonably practicable (in any event no later than 30 days from the date of the change or addition) if any information previously provided to Max Online by The Client changes, becomes inaccurate, incorrect, incomplete or if there is addition to any information previously provided to Max Online. The Client is obliged to provide relevant forms and supporting documents as soon as reasonably practicable as required by Max Online where applicable.

客戶有責任在合理可行的時限內（在不遲于變更或添加之當日起 30 日），以書面的方式通知 Max Online 如客戶之前提供給 Max Online 的任何資料有變更，不準確，不正確，不完整，或需要在之前提供給 Max Online 的任何資料上添加信息。客戶有責任按 Max Online 的要求並在合理可行的時限內提交有關的表格及證明文件。

- 25.3.** Max Online shall notify the Client of any material change to the Services rendered to the Client.

如有任何給予客戶服務的資料更改，Max Online 將會通知客戶。

**26. TERMINATION****終止協議**

- 26.1.** “This Agreement” shall continue in effect until termination by either party giving not less than seven [7] Business Days of prior written notice to the other. The Client undertakes that he will not enter into any new Bullion Transactions or roll-over any existing Bullion Transaction after servicing or receipt of a notice of termination pursuant to this Clause.

本協議在終止前（任何一方須於不少於七 [7] 個工作天前以書面通知對方）一直有效。根據此條款，客戶收到或接收本條約的終止通知後，承諾其不會新開金銀交易合約或將現有金銀交易合約展期。

- 26.2.** The Client further undertakes that he will close out all outstanding Bullion positions latest two working days before the intended termination date, failing which, Max Online will have the absolute right to close out the Client's outstanding Bullion positions at the then prevailing market rate.

客戶進一步承諾其須最遲於預定終止日期前的兩個工作天把所有持倉平倉。否則，Max Online 有絕對的權利把客戶的未平倉持倉以當時的市場價格平倉。

- 26.3.** Termination of “This Agreement” shall not affect any transactions previously entered into and shall relieve either party of any obligations or rights which may already have arisen under “This Agreement” prior to termination nor shall it relieve the Client of any obligations arising out of any deficit balance.

本協議的終止將不影響任何先前的交易，不得解除各方任何於本協議終止前已產生的責任及權利，也不得解除客戶的任何欠款所產生的任何責任。

- 26.4.** Without prejudice to the generality of Clause 26.1, “This Agreement” may be terminated by Max Online without notice to the Client in accordance with Clause 11.2 of “This Agreement”.

在不損害第 26.1 項的普遍情況下，Max Online 可以根據本協議第 11.2 項，在未有通知客戶的情況下終止本協議。

**27. TAX**  
**稅項**

Max Online shall not provide any advice to the Client on any tax issues related to the Services provided by Max Online under "This Agreement". The Client is strongly advised to obtain such advice from his independent financial advisor, auditor or lawyer as to any tax implications which may arise from the respective Services offered by Max Online.

根據本協議，Max Online 不得就其提供的服務有關的任何稅務問題，向客戶作出任何建議。強烈建議客戶從獨立的財務顧問、核數師或律師，徵求 Max Online 各服務可能產生的稅務影響之建議。

**28. CRS****共同匯報標準**

The Client hereby acknowledges the receipt of a copy of the Client Application Form. Client must also read and understand the Common Reporting Standard Guideline. The Client Application Form, statement or declaration applicable to the Client shall be referred to hereafter as the "Form". The Client agrees to:

客戶確認接獲一份帳戶申請表格的副本。客戶必須閱讀及了解共同申報準則指引。適用於客戶的帳戶申請表格、陳述或聲明以下統稱為“表格”。客戶同意：

- a) Provide all information, documents and certifications required by the Form, and/or CRS;  
提供表格及/或共同匯報標準所要求的所有資料，文件和證明；
- b) Authorize Max Online to collect, store, report and disclose the information, documents and certifications referred to in (a) in accordance with the Form and/or CRS;  
授權 Max Online 依據表格及/或共同匯報標準收集，存儲，報告和披露 (a) 中提及的資料，文件和證明；
- c) Authorize Max Online to report any information to the relevant Authorities in accordance with the Form and/or CRS;  
授權 Max Online 依據表格及/或共同匯報標準向相關權力機關報告任何資料；
- d) Comply with all other obligations of the Client under the Form and/or CRS; and  
遵守根據表格及/或共同匯報標準的所有其他責任；
- e) Authorise Max Online to do all acts as may be reasonably necessary to ensure the Max Online's compliance with CRS in connection with the Client.  
授權 Max Online 採取任何其認為合理的必需行動以遵守與客戶有關的共同匯報標準。

- 28.1.** To the greatest extent permitted by the Applicable Laws and Regulations, Max Online will not be liable to the Client for any losses, costs, expenses, damages, liabilities the Client may suffer as a result of complying with the Applicable Laws and Regulations (including without limitation CRS), or if Max Online makes an incorrect determination as to whether or not the Client should be treated as being subject to tax or tax reporting obligations where the incorrect determination results from the reliance on incorrect or incomplete information provided by the Client or any third party, unless that loss is caused by the negligence, willful default or fraud of Max Online.

在適用的法律及法規許可的最大範圍內，客戶因為遵守適用的法律及法規（包括但不限於共同匯報標準）以招致之任何蒙受的損失、開銷、費用、損害、責任，Max Online 都不承擔責任；或如 Max Online 因依賴客戶或任何第三方提供的不完全或不正確資料而作出客戶是否需要繳稅或有稅務報告義務的錯誤判斷；除非其原因是 Max Online 故意作為、疏忽或失責。

**28.2.** Max Online may take (or refrain from taking) any action which Max Online may, in its sole opinion, consider appropriate to meet any obligations, either in Hong Kong or elsewhere in the world, relating to the prevention of tax evasion. This may include (without limitation) investigating and intercepting payments into and out of the Client's account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from the Client's account and transferring it to such tax authorities. If Max Online is not satisfied that a payment in or out of the Client's account is lawful, Max Online may refuse to deal with it without giving any reason thereof.

Max Online 可採取（或選擇不採取）任何其全權認為會在香港或世界其他地方適當地滿足任何預防逃稅的責任的行動。這可能包括，但不限於，調查和攔截進出客戶帳戶的款項（特別是在國際轉移資金的情況下），調查資金的來源或其預期收受人，與本地和國際稅務機關共享資料和文檔，並從客戶的帳戶預扣收入，並將其轉移到有關稅務機關。如果 Max Online 不信納在客戶賬戶進出的款項是合法的，Max Online 有權拒絕處理。

## **29. COMPLAINTS AND DISPUTES**

### **投訴及爭議**

**29.1.** The Client acknowledges and understands that he should notify Max Online's Compliance Officer of any complaints or disputes in connection with "This Agreement" and/or Services offered by Max Online in writing and send the notice to Max Online's registered place of business. Max Online will not be liable for all or any damages or liability resulting from any failure or delay by the Client in reporting the complaint or dispute to Max Online. The Compliance officer will be obliged to investigate the complaint or dispute in a timely manner and respond to the Client.

客戶承認及理解其應該就任何有關本協議及/或 Max Online 所提供的服務的投訴及爭議，以書面形式致函至 Max Online 的註冊營業地址，通知 Max Online 的法規事務主任。客戶向 Max Online 報告投訴或爭議時，如因為失敗或延遲所產生的任何損害或債務，Max Online 將不會對其負上任何責任。法規事務主任會對投訴或爭議作出調查及盡快回覆客戶。

**29.2.** Any dispute between Max Online and the Client is not subject to arbitration in accordance with the Securities and Futures (Leveraged Foreign Exchange Trading (Arbitration)) Rules (Cap. 571F of Laws of Hong Kong).

Max Online 與客戶間之任何爭議，應不能依照《證券及期貨（槓桿式外匯交易）（仲裁）規則》（香港附屬法例第 571F 章）就該爭議提出仲裁。

## **30. COMPLIANCE**

### **遵守法律**

**30.1.** Notwithstanding any other provision of "This Agreement", Max Online is entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with all applicable laws, rules, regulations codes or guidelines under the Hong Kong legislation and regulatory regime.

儘管有本協議的其他規定，當 Max Online 認為有必要時，有權酌情為了確保符合香港的法例和規管制度中可適用的法律、規則、規例、法規或指引，而採取任何行動。

**30.2.** Max Online may delay, block or refuse to make any payment or to provide any Services if Max Online believes on reasonable grounds that to do so may breach any law in Hong Kong or any other jurisdiction applicable to Max Online, and Max Online will incur no liability to the Client.

如 Max Online 有理由相信任何支付或提供服務有可能違反香港法律或其他適用於 Max Online 的司法管轄區之法律，Max Online 可以延遲、阻止或拒絕執行，而不需要對客戶負上任何責任。

- 30.3.** Max Online shall not be obliged to act upon instructions of the Client to do anything which is a breach of, would or is likely to involve Max Online becoming or being in breach of, the SFO and/or any other applicable laws, rules, regulations, codes or guidelines or any act which, in the sole and absolute opinion of Max Online might jeopardize any of its rights under "This Agreement". Max Online shall not be liable in any way for any loss, damages, liability, cost, expense or whatsoever suffered or incurred by the Client in or in connection with the exercise of the above right by Max Online.

如客戶的指示違反、將會違反或可能令 Max Online 違反《證券及期貨條例》及/或任何其他適用的法律、規則、規例、法規或指引、或任何 Max Online 獨立及全權認為會損害其於本協議中的利益的行為，Max Online 將沒有義務執行該等行為。就 Max Online 行使上述權利或與其有關的一切，Max Online 將不會對由客戶引起或承受的任何損失、損害、責任、費用及支出負上任何責任。

### **31. GOVERNING LAW AND JURISDICTION**

#### **管轄法律及司法管轄權**

"This Agreement" and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of Hong Kong courts.

本協議書及其下的所有權利、義務和責任，受香港法律管轄，並須據之解釋。客戶特此不可撤銷地同意接受香港法院的非專屬性司法管轄權。

### **32. ANTI-MONEY LAUNDERING**

#### **防止洗錢**

The Client acknowledges that Max Online is subject to various anti-money laundering and counter-terrorist financing laws, rules, regulations and guidelines which may prohibit Max Online from offering Services or entering into or conducting transactions. The Client agrees that Max Online is not required to take any action or perform any obligation under or in connection with "This Agreement" if Max Online is not satisfied as to the Client's true identity or where Max Online suspects on reasonable grounds that by doing so Max Online may be subject to violation of anti-money laundering and counter-terrorist financing laws, rules, regulations and guidelines.

客戶承認 Max Online 受到各種防止洗錢及反恐怖份子資金籌集之法律、規則、規例及指引規管，從而可能令 Max Online 不能提供服務、訂立及進行交易。客戶同意若 Max Online 覺得客戶的真正身份不符合條件或 Max Online 有理由懷疑進行上述行為會令 Max Online 違反防止洗錢及反恐怖份子資金籌集之法律、規則、規例及指引，Max Online 無須採取與本協議有關的任何行動或履行任何義務。

### **33. RISK DISCLOSURES**

#### **風險披露**

- 33.1. Risk of Trading in Over-the-counter Gold Bullion/Silver Contracts**

場外式黃金/白銀交易的風險



Over-the-counter Gold Bullion/Silver ("Bullion") trading carries a high degree of risk, and may not be suitable for all investors. The high degree of leverage can work against you as well as for you. Bullion is not regulated by the Securities and Futures Commission ("SFC") and therefore trading Bullion will not be subject to rules or regulations promulgated by the SFC which includes but is not limited to Client Money rules. Before deciding to trade Bullion, you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment or even more in extreme circumstances (such as Gapping underlying markets) and therefore, you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with trading Bullion, and seek advice from an independent financial advisor if you require.

場外式黃金/白銀交易涉及高度風險，未必適合所有投資者。高度的槓桿可為閣下帶來負面或正面的影響。場外式黃金/白銀並非受證券及期貨事務監察委員會(「證監會」)監管，因此買賣場外式黃金/白銀將不會受到證監會所頒布的規則或規例所約束，包括(但不限於)客戶款項規則。閣下在決定買賣場外式黃金/白銀之前應審慎考慮自己的投資目標、交易經驗以及風險接受程度。可能出現的情況包括蒙受部分或全部初始投資額的損失或在極端情況下(例如相關市場跳空)產生更多的損失，因此，閣下不應將無法承受損失的資金用於投資。投資應知悉買賣場外式黃金/白銀有關的一切風險，如有需要，請向獨立財務顧問尋求意見。

### **33.2. Electronic Trading**

電子交易

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

透過一個電子交易系統進行買賣可能會與透過其他電子交易系統進行買賣有所不同。如閣下透過某個電子交易系統進行買賣，閣下須承受該系統帶來的風險，包括有關硬件或軟件可能會失靈的風險。系統失靈可能會導致買賣盤不能根據指示執行，或完全不獲執行。

### **33.3. Risks of Client Assets**

客戶資產的風險

Client assets received or held by Max Online are not protected by the Securities and Futures Ordinance (Cap.571) and the rules made thereunder.

Max Online 收取或持有的客戶資產，是不受到《證券及期貨條例》(第 571 章)及根據該條例制訂的規則所保障。

### **33.4. Online Payment Gateway**

電子支付平台

Online Payment Gateway is a payment service provided by a third-party company. This third-party company is not a bank nor regulated by any regulators. Online Payment Gateway has its own risks. Max Online Limited does not guarantee Client's money can be successfully transferred to Max Online's bank account or refund to your bank account when there is failure in deposit. Max Online is not responsible for any loss suffered by the Client in using Online Payment Gateway.

電子支付平台是由第三方公司所提供之付款服務。該第三方公司並不是屬於銀行體系及不受任何機構監管。電子支付平台存在一定風險，Max Online 不擔保閣下的存款能成功存到本公司的銀行戶口內或在存款失敗後成功退回閣下的銀行戶口。任何因客戶使用電子支付平台而承受的損失，Max Online 一概不負責。



**34. Referral Risk Disclosure****介紹風險披露**

Max Online AND THE INTRODUCING BROKER ARE WHOLLY SEPARATE AND INDEPENDENT FROM ONE ANOTHER. THE AGREEMENT BETWEEN Max Online AND INTRODUCING BROKER DOES NOT ESTABLISH A JOINT VENTURE OR PARTNERSHIP AND THE INTRODUCING BROKER IS NOT AN AGENT OR EMPLOYEE OF Max Online.

Max Online 與介紹代理人的關係完全分開的，且相互獨立的。Max Online 和介紹代理人直接訂立的協議並非建立合資企業或合夥企業關係。介紹代理人不是 Max Online 的代理人或職員。

- 34.1.** Max Online does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from the Introducing Broker or from any other person not employed by Max Online regarding Over-the-counter (OTC) Gold Bullion/Silver trading or the risks involved in such trading.

對於客戶已經或將會從介紹代理人或其他任何非 Max Online 僱員處獲得的有關場外黃金/白銀交易所涉及的風險的資訊或建議，Max Online 無法控制，也不支持或擔保其任何資訊或建議的準確性或完備性。

- 34.2.** Max Online provides risk disclosure information to all new Clients when they open accounts. Client should read that information carefully, and should not rely on any information to the contrary from any other source.

Max Online 向所有開立帳戶的新客戶提供風險披露信息。客戶必須仔細閱讀這些資訊，不得倚賴任何源出別處的相反資訊。

- 34.3.** The Client acknowledges that no promises have been made by Max Online or any individual associated with Max Online regarding future profits or losses in the Client's account. The Client understands that OTC Gold Bullion/Silver trading is very risky, and that many people lose money in trading.

客戶確認 Max Online 及與其相關的任何個人未就客戶帳戶未來的盈虧做任何許諾。客戶明白場外黃金/白銀交易涉及很大風險，以及很多人在場外黃金/白銀交易損失了交易的資金。

- 34.4.** If the Introducing Broker or any other third party provides the Client with information or advice regarding OTC Gold Bullion/Silver trading, Max Online shall in no way be responsible for any loss to the Client resulting from the Client's use of such information or advice.

如果介紹代理人或其他任何第三方向客戶提供場外黃金/白銀交易的資訊或建議，Max Online 絕不對客戶使用該資訊或建議帶來的損失而負責。

- 34.5.** To the extent that the Client has previously been led to believe or believes that utilizing any third-party trading system, course, program, research or recommendations provided by the Introducing Broker or any other third party will result in trading profits, the Client hereby acknowledges, agrees and understands that all OTC Gold Bullion/Silver trading, including trading done pursuant to a system, course, program, research or recommendations of the Introducing Broker or another third party involves a substantial risk of loss. In addition, the Client hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of the Introducing Broker or another third party will not necessarily result in profits, avoid losses or limit losses.

如若客戶以前被告知或相信使用任何第三方的交易系統、課程、程式、或由介紹代理人或其他第三方提供的研究或建議會帶來交易盈利，客戶在此確認，同意和理解所有場外黃金/白銀交易，包括通過任何第三方的交易系統、課程、程

式、或由介紹代理人或其他第三方提供的研究或建議進行的交易涉及很大的損失風險。此外，客戶在此確認，同意和理解所有場外黃金/白銀交易，包括通過任何第三方的交易系統、課程、程式、或由介紹代理人或其他第三方提供的研究或建議進行的交易並不一定帶來盈利，避免風險或限制風險。

- 34.6.** The Client understands that the Introducing Broker and many third-party vendors of trading systems, courses, programs, research or recommendations are not regulated by the Securities and Futures Commission or any government agency.

客戶理解介紹代理人或很多出售交易系統、課程、程式、研究或建議的第三方不受證監會或任何政府機構監管。

- 34.7.** Because the risk factor is high in OTC Gold Bullion/Silver trading, only genuine "risk" funds should be used in such trading. If the Client does not have the extra capital which the Client can afford to lose, then the Client should not trade in OTC Gold Bullion/Silver.

因為場外黃金/白銀交易的風險性很高，只有真正的「風險」資金可以用於這類交易。如果客戶並無富餘資金可承受如此損失，客戶不應交易場外黃金/白銀。

- 34.8.** The Client understands and acknowledges that Max Online may compensate the Introducing Broker for referring Client to Max Online and that such compensation may be on a per-trade basis or other basis.

客戶理解並確認 Max Online 可能給予介紹代理人引薦客戶的報酬，此類報酬可能按照每筆交易或其他方式給予。

- 34.9.** The Client may have to pay commission to the Introducing Broker on a per-trade basis or other basis, which Max Online will collect on behalf of the Introducing Broker. Max Online will not bear any responsibility for resolving any dispute related to the commission.

客戶可能需要按照每筆交易或其他方式給予介紹代理人佣金，而 Max Online 會代介紹代理人收取該佣金，但 Max Online 將不會承擔解決有關佣金爭議的責任。

- 34.10.** Max Online does not endorse or vouch for the services provided by the Introducing Broker. Since the Introducing Broker is not an employee or agent of Max Online, it is the account holder's responsibility to perform necessary due diligence on the Introducing Broker prior to using any of their services.

Max Online 並非贊同或擔保介紹代理人所提供之服務。由於介紹代理人不是 Max Online 的職員或代理人，所以帳戶持有人有責任在享用其服務前，盡一切應盡的努力適當驗證、嚴格評估該介紹代理人。

- 34.11.** The Client understands and agrees that if the Client's account with Max Online is referred by the Introducing Broker, that the Introducing Broker may be provided access to certain personal information about the Client as well as certain information concerning the trading activity of the Client's Max Online account. The Client agrees that the Introducing Broker may be provided with a copy of the Client's application.

客戶明白及同意若閣下經由介紹代理人介紹到 Max Online 開設交易帳戶，則該介紹代理人有可能獲提供權限於客戶某些個人資料及交易帳戶內一定程度的交易紀錄。客戶同意可給介紹代理人提供一份客戶的帳戶申請表格副本。

## **35. MISCELLANEOUS**

### **其他事項**

- 35.1.** It is the Client's responsibility to find out all necessary information about Max Online and make sure that all arrangements are discussed and clearly understood prior to any trading activity.

客戶有責任在進行任何交易活動前，找出所有有關 Max Online 的必需資料，與及確保所有安排已被討論及了解。

**35.2.** The Client may request for Max Online to provide product specifications and any other documents available covering the Services offered by Max Online to the Client.

客戶可以要求 Max Online 提供商品說明書及任何其他覆蓋 Max Online 提供給客戶之服務的文件。

**35.3.** If any provision of “This Agreement” is not or ceases to be legal, valid, binding and enforceable under the law of any jurisdiction, neither the legality, validity, binding effect or enforceability of the remaining provisions under that law nor the legality, validity, binding effect or enforceability of that provision under the law of any other jurisdiction will be affected.

如本協議的任何條文，根據任何司法管轄區的法律，並不或已不合法、有效、有約束力及有執行性，餘下的條文根據該法律的合法性、効力、約束力及執行性，及該條文於其他司法管轄區的法律之合法性、効力、約束力及執行性，並不會受到影響。

**35.4.** The Client shall not assign any of the rights or obligations under “This Agreement” without the prior written consent of Max Online. Max Online may assign all or part of its rights and obligations under “This Agreement” to any person without the prior consent or approval of the Client.

未經 Max Online 的事先書面同意，客戶不得轉讓任何於本協議中的權利或義務。Max Online 可以不經客戶的事先同意或批准，將本協議中的全部或部分權利及義務轉讓予任何人士。

**35.5.** The Client shall not pledge, charge or mortgage any Bullion contract or margin/collateral required for trading nor assign the benefits thereof without the prior written consent of Max Online.

客戶在未得到 Max Online 書面同意前，客戶不得將黃金、白銀交易合約或保證金/抵押品典當、賒與或抵押給其他保證人任何人士。