



Western Union Business Solutions is a division of The Western Union Company. Services in Hong Kong are provided by Western Union Business Solutions (Hong Kong) Limited, company number 1474270 and CE number BGY438 (referred to as "WUBS" or "Western Union Business Solutions").

西聯環球商業匯款是西聯匯款公司 (The Western Union Company) 的分支。其在香港的服務由西聯環球商業匯款 (香港) 有限公司，公司編號 1474270，證監會中央編號 BGY438 (下文稱為「WUBS」或「Western Union Business Solutions」) 提供。

TERMS AND CONDITIONS

條款及條件

**of doing business (Spot Foreign Exchange and Remittance Only)
with WUBS Hong Kong and WUBS International**
與西聯環球商業匯款 (香港) 有限公司及 **WUBS International** 進行業務往來
(僅現貨外匯及匯款) 的條款及條件

Terms and Conditions of doing business (Spot Foreign Exchange and Remittance Only) with WUBS Hong Kong and WUBS International

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 WUBS 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 WUBS 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 WUBS.

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.

CMP: means the proprietary online system owned by WUBS referred to as "Cash Management Platform" (or any other system designated by WUBS for the same purpose).

Confidential Client Information: has the meaning give in clause 14.1 (*Information for Services*).

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

Facility: the Settlement terms and foreign currency exposure or trading limit(s) that WUBS, 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 WUBS.

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

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

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

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

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

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

Payee: any third party to which the Client instructs WUBS 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, the making of payments by telegraphic transfer, direct debit or credit or banker's draft, and other global payment solutions provided by WUBS 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 WUBS.

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.

SFC: the Securities and Futures Commission.

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 WUBS 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 WUBS applies its margin) at which the Client has instructed WUBS 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 Western Union Business Solutions Services.

Transaction: a Foreign Exchange Contract or any other Services that WUBS 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 WUBS 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.

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

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

WUBS Hong Kong: Western Union Business Solutions (Hong Kong) Limited of Unit 2210-2218, Level 22, Tower 1, Millennium City One, 388 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong (CE number BGY438).

WUBS International: Western Union Business Solutions (USA) LLC or such other WUBS Group Company as WUBS Hong Kong, at its discretion may determine from time to time.

2. Conducting Business with WUBS

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 WUBS Hong Kong as principal. WUBS Hong Kong will subcontract the provision of Holding Balances to WUBS International.

2.3. **WUBS Hours.** WUBS 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 WUBS to accept, act and rely upon any Instruction that WUBS 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 WUBS in writing.

2.6. **Inaccurate or Incomplete Instructions.** If the Client fails to provide a timely, complete, accurate and legible Instruction, WUBS may place the Contract Funds in a Holding Balance pending receipt from the Client of the information necessary to complete the transaction(s). WUBS 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) WUBS agrees to process Transactions for the Client as soon as commercially practicable (during Business Hours) after receiving an Instruction provided always that WUBS 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 WUBS.

(c) Once the Instruction has been processed and the Transaction Confirmation has been generated, WUBS will provide the Transaction Confirmation to the Client. WUBS 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 WUBS.

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 WUBS to its cost rate for acquiring the currency that the Client is purchasing. The Client understands that WUBS 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. WUBS 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.** WUBS may subcontract any part of the Services to any third party (whether or not a WUBS Group Company) but WUBS 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 WUBS with respect to any funds received by WUBS 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 WUBS 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.

2.12. **Refusal of Services.** WUBS 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.

2.13. **SFC Action.** The Client acknowledges and agrees that it may be affected by any curtailment of, or restriction on, the capacity of WUBS to trade in respect of open Foreign Exchange Contracts as a result of action taken by the SFC under applicable rules and regulations or for any other reason, and that in such circumstances, the Client may be required to reduce or close its open Foreign Exchange Contracts.

2.14. **WUBS Positions.** In order to deliver the Services, WUBS or a WUBS Group Company will take out foreign exchange positions with its wholesale banking trading partners. These may include positions which are opposite to the Clients order.

2.15. **WUBS Employee Trading Policy.** WUBS employee trading policy allows employees to enter into spot Foreign Exchange Contracts subject to WUBS agreement. WUBS employees are unable to enter into Forward Contracts and Option Contracts with WUBS.

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 WUBS 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 WUBS in writing. The Client acknowledges that until actual receipt of such written notice, WUBS is entitled to rely on the Client's most recent list of Authorised Persons. The Client acknowledges and agrees that: (i) in order for WUBS employees to operate a Client's account as an Authorised Person ("**Discretionary Account Services**") a separate discretionary account agreement is required pursuant to the SFC Code of Conduct; and (ii) WUBS does not provide Discretionary Account Services.

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 WUBS is only obliged to request that the caller give his or her name. If the caller identifies him or herself as an Authorised Person, WUBS is entitled to assume that it is such person. The Client acknowledges that all telephone conversations made to WUBS in the course of the provision of Services will be recorded on a centralised tape recording system operated by WUBS. The Client consents to WUBS recording all telephone Instructions for the protection of the Parties and acknowledges that such recordings remain the property of WUBS.

3.3. **Facsimile Instructions.** The Client agrees that WUBS may act on any facsimile Instruction which is signed, or appears to be signed by an Authorised Person and that the Client will be bound by all such Instructions.

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

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

3.6. **Transaction Confirmations.** WUBS will issue to the Client a Transaction Confirmation setting forth the details of any Instruction that WUBS receives. The Client consent to the delivery of a Transaction Confirmation by email to the email address WUBS holds for the Client. If there are any discrepancies between the Instruction and the Transaction Confirmation, the Client must immediately notify WUBS of such discrepancy during Business Hours. If the Client does not communicate any discrepancies within one (1) Business Day of the day that WUBS 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.

3.7. **Statements.** The Client consents to receiving all daily and monthly statements of account via CMP. WUBS will provide the Client with an online login to access CMP. It is the Client's responsibility to check the Client's statements on CMP against their own records regularly and to notify WUBS immediately if it contains any inaccuracies.

4. Online Payment System License

4.1. **Online Payment System License.** The Client may request access to the Online Payment System and WUBS may require the Client to sign additional authorisation forms prior to providing such access. Upon the provision of access by WUBS 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 WUBS (or the applicable WUBS 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 WUBS may terminate the Client's licence to access and use the Online Payment System at any time for any reason. WUBS will provide written notification of such termination.

4.5. Intellectual Property Indemnity. WUBS 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 WUBS with prompt notice of any actual or potential third party claim, and agree to allow WUBS, 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, WUBS 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 authorised 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 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 WUBS 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 WUBS is required to identify and verify the individual in accordance with relevant law.

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

6. Foreign Currency Cheque Purchase

6.1. Purchase and conversion. WUBS 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 WUBS. WUBS may request additional information satisfactory to WUBS, in its sole discretion, that the Client has the authority to deliver the foreign currency cheque to WUBS for purposes of foreign currency conversion and negotiation.

6.2. Endorsement. Any foreign currency cheque(s) delivered to WUBS for the purpose of purchase and conversion must be endorsed to WUBS, 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 WUBS as non-negotiable or for insufficient funds or is otherwise not accepted by WUBS' depository financial institution, such cheque(s) will be returned to the Client and the Client agrees to immediately reimburse WUBS for amounts delivered to the Client by WUBS in connection with the foreign currency cheque(s) purchase, plus any charges, fees or losses that WUBS 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, WUBS will promptly notify the Client after being advised of any such loss, theft or destruction. WUBS will provide the Client with a letter certifying that WUBS has not received value for the foreign currency cheque(s) and the Client agrees to immediately reimburse WUBS for any amounts delivered to the Client by WUBS in connection with the foreign currency cheque(s) purchase. If such amounts have been delivered to the Client in foreign currency WUBS 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 WUBS instructions.

6.5. Foreign currency cheque indemnity. The Client agrees to indemnify and hold WUBS harmless for any damages, losses, costs and expenses incurred by WUBS in connection with WUBS' acceptance, negotiation or purchase of any foreign currency cheque received by WUBS from the Client. The Client acknowledges that WUBS 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 WUBS ("Incoming Payment").
- (b) The Client must require that the third party sender include the Client's name and account number (as designated by WUBS) in the memo or reference line of any such Incoming Payment. WUBS 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) WUBS 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 WUBS' receipt and confirmation of the Incoming Payment, WUBS 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, WUBS 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 WUBS, the Client authorises WUBS 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 WUBS has received it and has had a commercially reasonable opportunity to act upon it. The Standing Order Effective Period, as communicated to WUBS 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. Standing Order Instructions are not available with respect to Option Contracts.

8.2. Standing Order Purchase or Termination. If the terms of the Standing Order Instruction are met during the Standing Order Effective Period, WUBS 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 WUBS of any error or discrepancy.

8.3. Cancellation of a Standing Order Instruction. To cancel a Standing Order Instruction, WUBS must receive an Instruction directing cancellation and have had a commercially reasonable opportunity to act upon such Instruction. In the absence of such Instruction, WUBS 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 WUBS, Standing Order Instructions are accepted between 9:00 a.m. and 5:00 p.m. (Hong Kong time). Unless otherwise stated by WUBS, 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. Settlement

9.1. Settlement. Unless otherwise provided in these Terms and Conditions or agreed in writing between the Parties, the Client agrees to promptly deliver Settlement to WUBS or WUBS' nominated account in immediately available funds on or before the Settlement Date (which date may be amended from time to time if WUBS agrees). For the avoidance of doubt, unless otherwise agreed by WUBS, or as otherwise provided in these Terms and Conditions, Settlement must be delivered directly by the Client to WUBS. If Settlement is paid to WUBS electronically, the Client agrees that Settlement shall not be recallable by the Client without WUBS' prior written consent. WUBS does not accept Settlement in cash. If the Client fails to make immediate payment in full Settlement for the Transaction, WUBS 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 WUBS, and the Client agrees:

- (i) that WUBS shall have no liability to the Client, and the Client waives any claim or action against WUBS;
- (ii) to indemnify and hold WUBS harmless from any and all liability, claims, damages, and costs, including all reasonable fees incurred by WUBS resulting from the Client's failure to pay and WUBS' effort to collect any balance due (including any costs associated with terminating and unwinding any Transactions); and
- (iii) WUBS 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.

9.2. 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 WUBS and/or any WUBS Group Company may satisfy any resulting liability to WUBS and/or any other WUBS Group Company, out of any funds held by WUBS and/or a WUBS 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 WUBS 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 WUBS.

9.3. Set-Off. Subject to applicable laws, without prior notice to the Client, the Client acknowledges and agrees that WUBS may at any time set off any amount payable by WUBS or any WUBS Group Company to the Client against any amount payable by the Client to WUBS or any WUBS Group Company. For this purpose any amount outstanding may be converted by WUBS into the currency in which any other amount is denominated at the rate of exchange at which WUBS would be able, in good faith and using commercially reasonable procedures, to purchase the relevant amount of such currency. If an obligation is unascertained, WUBS 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 WUBS 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 WUBS. Nothing in this clause 9.3 (Set-Off) will be effective to create a charge or other security interest.

9.4. Electronic debits. If the Client has authorised WUBS 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 WUBS, and the Client agrees to indemnify WUBS and hold it harmless from and against any and all liability, loss and expense incurred by WUBS in connection with its execution of debit instructions believed by WUBS 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 WUBS. The Client agrees that WUBS 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 WUBS to contact the Client's bank as necessary to provide the Services.

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

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

10. Holding Balances

10.1. Delivery of funds into a Holding Balance. WUBS 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 WUBS International as nominee for the Client and the making of the payment by the Client will not affect any obligation of the Client to WUBS, except to the extent that funds are paid to WUBS from the Holding Balance in accordance with an Instruction from the Client.

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

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

10.3. Commingled Funds. The Client authorises WUBS International to mix funds held for the Client in a Holding Balance with funds held for other clients of WUBS and with interest amounts belonging to WUBS provided that WUBS International maintains sufficient accounting records to determine what part of the mixed funds are held for the Client.

10.4. Holding Balance Limits. Funds may be maintained in a Holding Balance for a maximum of ninety (90) 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 WUBS 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.

10.5. Repayment on termination. In the event that these Terms and Conditions are terminated for any reason WUBS 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.

11. Termination and Survival

11.1. 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.

11.2. 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 9 (*Settlement*); and
- (iv) all of clauses 13 (*Intellectual Property*), 14 (*Data Rights; Confidentiality*), 15 (*Indemnification & Limitation of Liability*), 17 (*Compliance with Laws*), 18 (*Representations and Warranties*) and 19 (*General Terms & Conditions*)

will survive completion of the Services to the Client and termination of these Terms and Conditions.

11.3. 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).

12. Wholesale Banknote Dealing

12.1. Purchase of Foreign Currency Banknotes. WUBS 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 WUBS and agreed by Client pursuant to an Instruction. In the event that WUBS 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 WUBS or its nominated service provider or bank (**Collecting Bank**) before 14:00 p.m. unless otherwise agreed by WUBS. Client shall remain liable for any funds due and owing to WUBS 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 WUBS against any losses or damages that it suffers as a result of such refusal by the Collecting Bank. WUBS may agree or refuse to purchase banknotes in its sole discretion and agreement may be subject to such terms as WUBS 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.

12.2. Sale of Banknotes. WUBS 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 WUBS and agreed by Client pursuant to an Instruction. WUBS requires Settlement in immediately available funds prior to delivering banknotes in accordance with this clause 12.2. Client will be required to authorise its nominated collecting agent in accordance with WUBS' standard procedures which shall be notified to Client at the time. WUBS 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 WUBS. 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.

13. Intellectual Property.

13.1. WUBS Deliverables. The Client acknowledges and agrees that all copyright and other intellectual property rights in and to any deliverables produced by WUBS 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 WUBS (or the applicable WUBS 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 WUBS.

13.2. WUBS Systems. The Client acknowledges and agrees that all WUBS web-pages (including service marks, logos and trademarks), applications, process, systems and the Services ("**WUBS Systems**"), are the property of WUBS (or the applicable WUBS Group Company) and protected by copyright law and/or other intellectual property laws. Except as set forth in this clause 13 (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 WUBS 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.

14. Data Rights; Confidentiality

14.1. Information for Services. The Client acknowledges that for WUBS to perform any of the Services, it is necessary for the Client to provide certain information to WUBS, 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 WUBS 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.

14.2. Payee Data. WUBS, 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 WUBS 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 WUBS 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. WUBS 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 WUBS' 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.

14.3. Use of Client Information

(a) The Client's personal information is controlled and is processed by WUBS in accordance with applicable law. WUBS uses personal information that the Client provides to WUBS when using WUBS' products and the Services, as well as other information that is collected or generated during WUBS' 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 WUBS 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 WUBS rights under these Terms and Conditions; and

(ix) to help WUBS improve its products and services and operations.

(b) WUBS may also use, collect from and share with other businesses who work with WUBS information from other products and services and convenience and/or rewards programs, which the Client has registered for during the Client's relationship with WUBS. WUBS will hold and retain the information that the Client gives WUBS 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 authorisation from the other person on WUBS's use and disclosure of this information as set out in this clause 14 (*Data Rights; Confidentiality*).

(c) WUBS 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. WUBS may also provide the information to other organisations, that help WUBS 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 14 (*Data Rights; Confidentiality*). WUBS 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. WUBS 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 WUBS holds may be accessed by WUBS and its affiliates including but not limited to any authorised WUBS third party service provider for any of the purposes set out in this clause 14 (*Data Rights; Confidentiality*) or for other purposes to which the Client has agreed. The Client has a right to ask WUBS to see and get a copy of the Client's information, and WUBS may charge a small fee for the provision of the information. The Client can also correct, erase or limit WUBS'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 WUBS, please contact WUBS by emailing wubspriacy@westernunion.com or alternatively by writing to the address: Attention: Attention: Privacy Office, Western Union Business Solutions, Unit 2210-2218, Level 22, Tower 1, Millennium City One, 388 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong.

15. Indemnification & Limitation of Liability

15.1. Client Indemnity. The Client agrees to indemnify and hold WUBS and any other WUBS 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 WUBS' 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 WUBS 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 WUBS or any other WUBS Group Company. Where applicable, WUBS holds the benefit of this indemnity on trust for itself and each WUBS Group Company.

15.2. Disclaimers

(a) 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. WUBS 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 WUBS 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.

(b) TO THE EXTENT PERMITTED BY LAW, WUBS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND PERFORMANCE.

(c) 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.

15.3. LIMITATION OF LIABILITY. THE CLIENT AGREES THAT WUBS WILL NOT BE LIABLE TO THE CLIENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFIT OR BUSINESS OPPORTUNITY 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 WUBS 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 WUBS' LIABILITY TO THE CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, 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 WUBS IN CONNECTION WITH THE RELEVANT TRANSACTION.

16. GST/VAT and Taxes

16.1. 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 WUBS an additional amount equal to the GST/VAT payable on the supply of those Services, provided that WUBS first issues a tax invoice.

16.2. 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 WUBS shall not be responsible for determining what, if any, taxes apply to the Client's payments.

17. Compliance with Laws

17.1. Transaction Processing. The Client understands, acknowledges and agrees that all transactions, wherever originated, may be processed by WUBS or may be processed on behalf of WUBS by one or more of its affiliated WUBS 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.

17.2. Freezing or Blocking Transactions. In certain circumstances, WUBS 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 WUBS 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, WUBS is not liable to the Client for any consequences or losses whatsoever and the Client agrees to indemnify WUBS to the extent that WUBS incurs any liability in connection with the freezing or blocking of the Client's account.

17.3. Suspension and Termination. WUBS 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 WUBS; or (iii) if otherwise required to comply with applicable laws or regulations.

17.4. Disclosure. The Client understands that WUBS takes appropriate measures to ensure that it is not participating or assisting in money laundering or terrorist financing. The Client agrees that WUBS (or any WUBS 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 WUBS' 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 WUBS' 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.

- 17.5. Additional Information.** Upon request, the Client agrees to provide any additional information that WUBS may need to satisfy its obligations under clause 17.4 (*Disclosure*).
- 18. Representations and Warranties**
- 18.1. 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) WUBS 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, WUBS name and address and WUBS 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.
- 18.2. 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.
- 18.3. 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).
- 18.4. 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 WUBS in the event of any material change to the information in the Trading Application.
- 18.5. 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 WUBS if it becomes a U.S. Person. WUBS is not liable to the Client for any regulatory reporting obligations that are not known to WUBS.
- 18.6. Repetition of Representations and Warranties.** The Client repeats each representation and warranty made in clauses 18.2 to 18.5 (inclusive) on the date of each Instruction and each Transaction Date.
- 19. General**
- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. Client complaints and Disputes.** WUBS 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 WUBS 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.
- 19.5. 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.
- 19.6. 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 WUBS' prior written consent. The Client agrees that WUBS 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. WUBS shall provide notice to the Client of any Authorised Dealing either before the Authorised Dealing takes effect or as soon as reasonably practicable thereafter.
- 19.7. Modification of Terms and Conditions.** WUBS 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 WUBS'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 WUBS. 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.
- 19.8. 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.
- 19.9. Force Majeure.** In the event WUBS is unable to deliver any of the Services due to circumstances beyond WUBS' 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, WUBS 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.
- 19.10. Escheatment.** If a cheque issued by WUBS or a WUBS 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, WUBS may escheat the funds in accordance with applicable abandoned property laws.
- 19.11. 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 WUBS and the Client. At no time will either WUBS or the Client make commitments for or in the name of the other.
- 19.12. Publicity.** The Client may not use WUBS name in news releases, articles, brochures, marketing materials, advertisements and other publicity or investor promotions without the written consent of WUBS.

19.13. 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) if sent by fax when faxed to the facsimile number last provided to WUBS;
- (iii) upon confirmation of delivery from the information system from which the communication was sent if sent by email or other electronic communication to the e-mail address last provided to WUBS.

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

19.14. Third Party Rights. Save with respect to any WUBS 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.

19.15. 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.

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

19.17. Electronic execution of documents. Each of the Client and WUBS 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.

與西聯環球商業匯款(香港)有限公司及 WUBS International 進行業務往來(僅匯貨外匯及匯款)的條款及條件

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 WUBS 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 WUBS 的指示或付款義務而言，指於 WUBS 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。

現金管理平台：指稱為「現金管理平台」並由 WUBS 擁有的專有網上系統(或 WUBS 作相同用途所指定的其他系統)。

保密客戶資料：具第 14.1 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。

融通：WUBS 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 WUBS 交付予客戶。

外匯合約：客戶與 WUBS 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。

持有結餘：在 WUBS International (或 WUBS 作為其代理) 等待接收客戶指示(包括指定誰是收款人)的期間，WUBS International 為方便客戶而以客戶的代名人的身份持有的客戶款項。

指示(要求)：客户要求 WUBS 提供服務的要求，包括以郵件、電郵、傳真、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。

通知：一項以郵件、電郵、傳真、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：WUBS 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 WUBS (視文義而定)。

收款人：客戶指示 WUBS 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》所定有關聯公司。

服務：WUBS 根據客戶指示提供外匯合約，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 WUBS 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。

證監會：證券及期貨事務監察委員會。

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 WUBS 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 WUBS 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 WUBS 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：「西聯環球商業匯款(香港)有限公司服務申請書」。

交易：WUBS 接到指示後，同意按本條款及條件向客戶提供的外匯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：WUBS 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。

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

西聯集團公司：WUBS 的任何有關連法團，及包括 WUBS 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 WUBS International。

WUBS Hong Kong：西聯環球商業匯款(香港)有限公司(地址：香港九龍觀塘觀塘道 388 號創紀之城一期 1 座 22 樓 2210-2218 室)(證監會中央編號 BGY438)。

WUBS International：Western Union Business Solutions (USA) LLC，或 WUBS Hong Kong 不時酌情釐定的其他西聯集團公司。

2. 與 WUBS 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 WUBS Hong Kong 以主事人身份提供。持有結餘則由 WUBS Hong Kong 分包予 WUBS International 提供。

- 2.3. **WUBS 時間。**WUBS 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 WUBS 接納、執行及依據 WUBS 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 WUBS。

- 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 WUBS 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。WUBS 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) WUBS 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 WUBS 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 WUBS 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，WUBS 將向客戶提供交易確認書。除非客戶與 WUBS 訂有其他書面協議，否則一旦指示獲處理，WUBS 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 WUBS 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 WUBS 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。WUBS 可在其全權酌情下，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。**WUBS 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西聯集團公司)，但 WUBS 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，WUBS 將不會就 WUBS 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 WUBS 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。**WUBS 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. **證監會行動。**客戶承認並同意，WUBS 就未平仓外匯合約交易的能力，或會受證監會根據適用規則及規例而採取的行動或因任何其他原因，而遭削減或限制，客戶有可能因而受影響，而且在此情況下，客戶或須減少其未平仓外匯合約或將之平倉。

- 2.14. **WUBS 持倉。**為提供服務，WUBS 或西聯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。

- 2.15. **WUBS 僱員交易政策。**WUBS 僱員交易政策容許僱員經 WUBS 同意後訂立現貨外匯合約。WUBS 僱員不得與 WUBS 訂立遠期合約及期權合約。

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 WUBS 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 WUBS。客戶承認直至 WUBS 實際接獲該項書面通知，WUBS 有權依賴客戶最近期的許可人士名單。客戶承認並同意：(i) 為使 WUBS 僱員以許可人士身份運作客戶賬戶(「**全權委託賬戶服務**」)，根據證監會操守準則，全權委託賬戶協議須予另立；及(ii)WUBS 並不提供全權委託賬戶服務。

- 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，WUBS 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，WUBS 有權假定來電者是該等人士。客戶承認，WUBS 提供服務期間，與 WUBS 所有電話對話將由 WUBS 所操作的中央錄音帶錄音系統錄音。客戶同意 WUBS 為保障有關方而把所有電話指示錄音，並確認該等錄音為 WUBS 的財產。

- 3.3. **傳真指示。**客戶同意 WUBS 可以按照或看來是由許可人士簽署的任何傳真指示行事，而客戶將受到所有該等指示的約束。

- 3.4. **電郵指示。**客戶同意 WUBS 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。

- 3.5. **網上指示。**客戶同意 WUBS 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。

- 3.6. **交易確認書。**WUBS 將向客戶發出交易確認書，當中將列載 WUBS 接獲的任何指示的詳情。客戶同意 WUBS 以電郵方式將交易確認書傳送至 WUBS 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 WUBS 有關不一致。若客戶無法在 WUBS 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。

- 3.7. **報表。**客戶同意透過現金管理平台接收所有每日及每月的賬目報表。WUBS 將向客戶提供網上登入以進入現金管理平台。客戶有責任定期將客戶個人的記錄與現金管理平台的客戶報表比較，若發現任何不準確的地方，請立即通知 WUBS。

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 WUBS 可於提供有關登入前要求客戶簽署額外授權表。自 WUBS 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 WUBS (或適用的西聯集團公司)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)或以其他方式試圖探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 WUBS 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。WUBS 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 WUBS 將向客戶作出彌償，使其免受損失，惟客戶必須盡快通知 WUBS 任何實際或潛在的第三方索償，並同意容許 WUBS (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。**若客户要求登入網上付款系統，WUBS 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性及保密性，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)：

- (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 WUBS 權利；及
- (ix) 協助 WUBS 改善其產品及服務及營運等活動。
- (b) WUBS 亦可使用、向與 WUBS 合作的其他企業收集及與其分享來自客戶於與 WUBS 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。WUBS 將持有及保留客戶為執行交易給予 WUBS 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 WUBS 按照本第 14 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) WUBS 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 14 條（資料權；保密性）所述任何原因或用途而有合理需要，WUBS 亦可向協助其營運業務的其他機構提供該等資料。WUBS 可將其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，WUBS 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) WUBS 持有的資料可由 WUBS 或其聯屬公司（包括但不限於任何獲授權的 WUBS 第三方服務供應商）為本第 14 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 WUBS 要求取閱及取得客戶資料的副本，而 WUBS 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 WUBS 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 WUBS 的商業通訊，請電郵：wubsprivacy@westernunion.com 聯絡 WUBS 或致函香港九龍觀塘康翠道 388 號創紀之城一期 1 座 22 樓 2210 至 2218 室西聯環球商業匯聚私隱主任收。

15. 彌償保證及責任限制

- 15.1. **客戶作出的彌償保證。**客戶同意就 WUBS 及任何其他西聯集團公司因客戶發出的任何指示，或因 WUBS 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西聯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 WUBS 及任何其他西聯集團公司作出彌償，及使該等公司免受損失，除非該等損害、損失、費用及開支乃因 WUBS 或任何其他西聯集團公司的重大疏忽或故意的不當行為而引致。如適用，WUBS 為其本身及每家西聯集團公司而以信託形式持有本彌償保證的利益。

15.2. 免責聲明

- (a) 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。WUBS 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 WUBS 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。
- (b) **在法例許可的限度下，WUBS 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。**
- (c) 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。
- 15.3. **責任限制。**客戶同意 WUBS 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（即使 WUBS 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 WUBS 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，不應超過以下各項的總利：

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

16. 商品及服務稅/ 增值稅及稅項

- 16.1. **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 WUBS 支付一筆相當於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 WUBS 必須先發出稅項發票。
- 16.2. **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 WUBS 並無責任確定哪些稅項（如有）適用於客戶的付款。

17. 遵守法例

- 17.1. **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 WUBS 或一家或多家聯屬的西聯集團公司代表 WUBS 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、反恐主義融資及外國資產管制相關的法例及規例）處理。
- 17.2. **凍結或阻止交易。**若干情況下，WUBS 或須凍結或阻止交易，以遵守適用法例。凍結或阻止可由 WUBS 因相關法例規定而監察賬戶、交易寄款人或收款人姓名與相關政府禁止人士名單內姓名吻合或交易受款所在國受相關政府制裁而起。如有此事，WUBS 不對客戶就任何後果或虧損負責，而客戶同意就 WUBS 因客戶賬戶凍結或阻止而招致的任何責任彌償 WUBS。
- 17.3. **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 WUBS 聲譽之虞；或 (iii) 為遵守適用法例或規例，WUBS 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。

- 17.4. **披露。**客戶明白 WUBS 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，WUBS（或任何西聯集團公司）可在其全權酌情下，為履行其根據適用法例（包括但不限於反洗黑錢、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 WUBS 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。

- 17.5. **額外資料。**客戶同意經要求即向 WUBS 提供其為履行其根據第 17.4 條（披露）應負的義務而可能需要的任何額外資料。

18. 聲明及保證

18.1. 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) WUBS 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、WUBS 名稱及地址以及 WUBS 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。

18.2. 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。

- 18.3. **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。

- 18.4. **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 WUBS。

- 18.5. **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 WUBS。WUBS 概不就任何其不知悉的監管申報義務對客戶負責。
- 18.6. **重申聲明及保證。**客戶於各指示之日及各交易日重申第 18.2 至 18.6 條（包括首尾兩條）內所作各聲明及保證。

19. 一般條款

- 19.1. **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款違反的補救。

- 19.2. **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。

- 19.3. **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完全效力及作用。

- 19.4. **客戶投訴及爭議。**WUBS 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 WUBS 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。

- 19.5. **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。

- 19.6. **轉讓及務更替。**本條款及條件所載及各交易內權利及義務，客戶事先未得 WUBS 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，WUBS 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。WUBS 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。

- 19.7. **修改條款及條件。**WUBS 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 WUBS 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 WUBS 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、修改或修訂不具有約束力。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。

- 19.8. **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件的先前的所訂立的所有協議。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。

- 19.9. **不可抗力。**若 WUBS 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，WUBS 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，WUBS 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。

- 19.10. **沒收款項。**若 WUBS 或西聯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，WUBS 則可根據適用的放棄財產法沒收款項。

- 19.11. **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 WUBS 與客戶訂立或建立僱主與僱員的關係。WUBS 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。

- 19.12. **宣傳。**若未經 WUBS 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 WUBS 的名稱。

- 19.13. **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) 倘以傳真發送，則將視為於已傳真至 WUBS 所獲最新傳真號碼時送達；
- (iii) 倘以電郵或其他電子通訊發送至 WUBS 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。

客戶同意，WUBS 可將書面通訊以傳真或電郵或其他電子方式，寄至任何許可人士向 WUBS 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接接收產品披露說明書及相關文件。

- 19.14. **第三方權利。**除與任何西聯集團公司相關者外，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。

- 19.15. **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。

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

- 19.17. **電子簽立文件。**客戶與 WUBS 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。

