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在任何本电子平台的提供或使用被禁止、或违犯当地法律法规或将导致本公司或其它任何关联公司受其注册或发牌规定所规限的司法管辖区，本电子平台并非且不接受位于或居住于该司法管辖区的任何人士（因其国籍、居籍、居留地或其他原因）之使用。您有责任了解和取得所有与您访问本电子平台相联系的任何司法管辖区内的相关监管许可、牌照、查证和/或注册以及遵守该等司法管辖区的所有适用法律法规。

The securities, products, instruments, or services displayed on this Electronic Platform may not be available or appropriate for sale or use in all jurisdictions or countries, or by all investors or counterparties. The Company does not represent or warrant that any investment vehicle is available or suitable for any particular user. All persons and entities accessing the Electronic Platform do so on their own initiative and are responsible for compliance with applicable local laws and regulations. Any products and/or services referred to or contained in the Electronic Platform shall be used for informational purposes only and shall not be construed as an offer or solicitation to deal in such products and/or services.

本电子平台内所展示的证券、产品、工具或服务未必在所有司法管辖区或国家或被所有投资者或交易对手均可供或适合出售或使用。本公司不代表或保证任何投资工具可供或适合任何个别用户。所有使用本电子平台的人士或实体均出于自己的意愿并有责任遵守适用的当地法律法规。电子平台所提及/或包含的产品及/或服务为方便用户及只供作为资讯参考，不应诠释为电子平台提及/或包含的产品及/或服务的交易要约或邀请。

**All investments involve risks.** Prices may go up as well as down, including the possibility of total loss of the capital invested. Past performance is not indicative of future performance.

**所有投资涉及风险。** 价格可升可跌，甚至变成毫无价值。过往表现并不反映未来表现。

## Electronic Platform Terms and Conditions 电子平台条款及细则

These Terms and Conditions (including any supplements, schedules, attachments, to this Agreement, as well as variations or amendments that may be made in the future from time to time) set out the rights and obligations of you (the "User") and us, **Youyu Smart Technologies Limited**, a Hong Kong incorporated company (including such other entities within our group involved in the operation of any website or application) ("**Company**"), in connection with the access to and operation of any website or application offered by the Company for mobile devices, tablets or other devices ("**Electronic Platform**").

本条款及细则（包括本协议的任何补充、附表或附件，以及日后可能不时作出的更改或修订）载列阁下（「用户」）与本公司，**有鱼智能科技有限公司**（为于香港成立的公司）（包括本集团内参与营运任何网站或应用程序的有关其他实体）（「**本公司**」）有关接入及操作本公司为流动装置、平板计算机或其他装置（「**电子平台**」）而提供的任何网站或应用程序的权利和义务。

By using or accessing any part of the Electronic Platform, including downloading any application in connection with the Electronic Platform, the User confirms and agrees the following Terms and Conditions:

用户一经使用或接入电子平台的任何部分，包括下载有关电子平台的任何应用程序，即表示确认及同意下列条款及细则：

### 1 The Electronic Platform 电子平台

- (a) Any information, market data information (including but not limited to symbols information, statistics and other data in letter or numeral form, whether real-time or delayed, disseminating by the relevant stock exchange(s) disclosing, describing, summarising or otherwise commenting on the trading of securities), and materials contained in or accessed through contained the Electronic Platform is for general information purposes only and should not be considered investment advice and should not be used as a basis for making business decisions. Although every attempt has been made to ensure the accuracy of the information, the Company takes no responsibility for any errors or omissions.

电子平台所载或透过该平台所存取的任何信息，市场数据信息（包括但不限于符号信息，统计及其他（无论是实时或延时）以字母或数字形式由相关证券交易所所披露、描述、概述或评论证券的交易信息）及材料仅供一般参考之用，不应被视为投资意见，并且不应作为作出商业决定的基础。尽管本公司将致力确保数据的准确性，惟本公司对任何错误或遗漏概不承担任何责任。

- (b) The information, materials, products and/or services contained in or accessed through the Electronic Platform might not be approved for use or purchase in all jurisdictions. This Electronic Platform is not intended for and should not be accessed by persons located or resident in any jurisdiction where (by reason of that person's nationality, domicile, residence or otherwise) the availability or usage of this Electronic Platform is prohibited or contrary to local law or regulation or would subject the Company or any affiliated company to any registration or licensing requirements in such jurisdictions. It is your responsibility to be aware of, to obtain all relevant regulatory approvals, licences, verifications and/or registrations under, and

to observe all applicable laws and regulations of any relevant jurisdiction in connection with your usage of this Electronic Platform.

本电子平台所载或透过电子平台所存取的数据、材料、产品及/或服务,不一定适合在每一个司法管辖区使用或购买。在任何本电子平台的提供或使用被禁止、或违犯当地法律法规或将导致本公司或其它任何关联公司受其注册或发牌规定所规限的司法管辖区,本电子平台并非且不接受位于或居住于该司法管辖区的任何人士(因其国籍、居籍、居留地或其他原因)之使用。您有责任了解和取得所有与您访问本电子平台相联系的任何司法管辖区内的相关监管许可、牌照、查证和/或注册以及遵守该等司法管辖区的所有适用法律法规。

- (c) The information and materials contained in or accessed through the Electronic Platform is not intended to provide professional advice and should not be so relied upon. The securities, products, instruments, or services displayed on this Electronic Platform may not be available or appropriate for sale or use in all jurisdictions or countries, or by all investors or counterparties. The Company does not represent or warrant that any investment vehicle is available or suitable for any particular user. All persons and entities accessing the Electronic Platform do so on their own initiative and are responsible for compliance with applicable local laws and regulations. Any products and/or services referred to or contained in the Electronic Platform shall be used for informational purposes only and shall not be construed as an offer or solicitation to deal in such products and/or services. Users are advised to obtain appropriate professional advice when necessary.

电子平台所载或透过该平台所存取的数据及材料并非旨在提供专业意见,因此不应加以倚赖。本电子平台内所展示的证券、产品、工具或服务未必在所有司法管辖区或国家或被所有投资者或交易对手均可供或适合出售或使用。本公司不代表或保证任何投资工具可供或适合任何个别用户。所有使用本电子平台的人士或实体均出于自己的意愿并有责任遵守适用的当地法律法规。电子平台所提及/或包含的产品及/或服务为方便用户及只供作为资讯参考,不应诠释为电子平台提及/或包含的产品及/或服务的交易要约或邀请。用户务请在有需要时取得适当的专业意见。

## 2 Security and access to the Electronic Platform 电子平台的安全及接入

- (a) The Company has no obligation to correct any bugs, defects or errors in the Electronic Platform, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the Electronic Platform.

本公司并无义务更改电子平台的任何程序错误、缺陷或误差,或支持、维护、改良、修改、升级、更新或提升电子平台。

- (b) The User understands and agrees that all activities conducted by the User via or in the Electronic Platform are at the User's own risk.

用户明白及同意用户透过电子平台或于该平台进行的所有活动概由用户自行承担风险。

- (c) The User is responsible for preventing, safeguarding and ensuring that no computer virus, Trojan horses, worms, software bombs or similar items is uploaded, transmitted or installed onto or via the Electronic Platform.

用户有责任防止、保护及确保概无上载、传输或安装计算机病毒、特洛伊木马程序、蠕虫病毒、软件炸弹或类似项目至电子平台,或透过电子平台上载、传输或安装该等项目。

- (d) Data charges (including roaming charges) imposed on the User by its telecommunications provider may apply for accessing or using the Electronic Platform. The User is responsible for these charges.

用户的电讯供货商可能就接入或使用电子平台向用户收取数据收费(包括漫游费用)。用户须就该等收费负责。

## 3 Unauthorised Use 未获授权使用

The User undertakes and agrees that it will ensure that it does not undertake any unauthorised use of the Electronic Platform including, but not limited to, unauthorised entry into the Company's systems, misuse of passwords, or misuse of any information posted on a site or application.

用户承诺及同意其将确保不会以任何未获授权的方式使用电子平台,包括但不限于于未获授权的情况下进入本公司的系统、误用密码或误用张贴在网站或应用程序的任何数据。

## 4 Data collection and privacy 资料收集及私隐

The Company will collect, hold, use and disclose personal information in accordance with its Privacy Policy together with the Personal Information Collection Statement from time to time. The updated version will be available on the website at [www.yff.com](http://www.yff.com).

本公司将不时根据其私隐政策及个人资料收集声明收集、持有、使用及披露个人信息。最新版本的私隐政策将于网站 [www.yff.com](http://www.yff.com) 上提供。

## 5 Hyperlinks and third party websites or resources 超链接及第三方网站或资源

- (a) The Electronic Platform may offer access to information provided by persons other than the Company and may provide reports compiled from such information in any form, medium or means. The information may be provided in the Electronic Platform or accessible via hyperlinks in the Electronic Platform to third party

websites or resources ("**Third Party Websites**"). While the information is based on sources believed to be reliable, the Company does not guarantee its accuracy and it may be incomplete or out of date.

电子平台可让用户存取由本公司以外人士提供的信息，并可能透过任何形式、媒介或途径提供利用该等信息编撰的报告。有关信息可能在电子平台提供，或可透过电子平台上连接到第三方网站或资源（「**第三方网站**」）的超链接存取。尽管上述信息乃基于本公司认为可靠的来源，惟本公司并不保证其准确性，而信息亦可能属不完整或过时。

- (b) **Hyperlinks to Third Party Websites are at the User's own risk. The Company does not investigate, verify, monitor or endorse the content, accuracy, opinions expressed, and other links provided by these resources.**  
接入第三方网站链接的风险概由用户自行承担。本公司不会调查、核实、监察或赞同其内容、准确性、所表达的意见，以及该等资源提供的其他连结。
- (c) **The Company expressly disclaims any responsibility for the contents, their availability or errors or omission of information found on the Electronic Platform or any of the Third Party Websites that link to or from the Electronic Platform.**  
本公司明确表示概不就于电子平台或链接至电子平台或由电子平台链接的任何第三方网站所获得的信息之内容、可供使用情况、误差或遗漏承担任何责任。
- (d) **The User is solely responsible for making all enquiries and investigation before proceeding with any online or offline access or dealing with any person through the Third Party Websites.**  
用户在进行任何在线或脱机接入前，或透过第三方网站与任何人士作任何事务往还前，须自行负责作出所有查询及调查。

## **6 Copyright 版权**

- (a) **All copyright and other intellectual property rights of any nature in or relating to the Electronic Platform, including associated information, materials or documentation, will vest in the Company.**  
电子平台内或与其相关的所有版权及任何性质的其他知识产权（包括附带信息、材料或文件）将归本公司所有。
- (b) **The User undertakes and agrees not to modify, reproduce, store, transmit, copy, distribute re-use, re-post, reverse engineer, decompile or otherwise use for any commercial or public purpose, any contents, information or material related to the Electronic Platform.**  
用户承诺及同意不会修改、复制、储存、传输、复印、分发、重新使用、重新张贴、倒序制造、反编译或以其他方式使用任何有关电子平台的内容、信息或材料作任何商业或公共用途。

## **7 Licence and Ownership 特许及拥有权**

- (a) **In consideration of the User agreeing to abide by the terms of these Terms and Conditions and subject to the relevant terms of use of Third Party Websites, the Company grants the User a non-transferable, non-exclusive license to download and use the Electronic Platform, as applicable, on to the User's relevant device for its personal purposes only.**  
考虑到用户同意遵守此等条款及细则的条文，并受限于第三方网站的相关使用条款，本公司授予用户一项不可转让的非专用特许，在用户的有关装置下载及使用电子平台（如适用），仅供其个人使用。
- (b) **The User undertakes and agrees not to use the Electronic Platform for any purpose which is unlawful, abusive, libellous, obscene, threatening or inappropriate in any other way.**  
用户承诺及同意不会使用电子平台作任何非法、辱骂、诽谤、淫褻、恐吓或任何其他不恰当用途。
- (c) **The User undertakes and agrees not to use the Electronic Platform with respect to any market data information being displayed in the Electronic Platform for any purpose of disseminating any market data information to any person or for index computation and compilation and for deriving any tradable products and, by using the relevant market data information, agrees to the terms as specified in the Schedule. Furthermore, the User acknowledges that:**  
用户承诺及同意不会使用电子平台作任何相对于在电子平台中显示的任何市场数据信息，用于将任何市场数据信息传播给任何人或用于指数计算和汇编以及用于导出任何可交易产品的任何用途，並通过使用相关市场数据信息，同意附表中所定的条款。此外，用户承认：
  - (i) **SHANGHAI STOCK EXCHANGE ENDEAVOURS TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DOES NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.**  
上海证券交易所尽力保证所提供信息的准确和可靠度，但不能确保其绝对准确和可靠，亦不对因信息不准确或遗漏而导致的任何损失或损害承担责任。
  - (ii) **SHENZHEN STOCK EXCHANGE AND ITS SUBSIDIARIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.**

深圳证券交易所及其子公司尽力保证所提供信息的准确和可靠度，但不能确保其绝对准确和可靠，亦不对因信息不准确或遗漏而导致的任何损失或损害承担责任。

- (iii) THE STOCK EXCHANGE OF HONG KONG LIMITED, ITS HOLDING COMPANY AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANY ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

香港联合交易所有限公司、其控股公司及 / 或该等控股公司的任何附属公司均尽力保证所提供信息的准确和可靠度，但不能确保其绝对准确和可靠，亦不对因信息不准确或遗漏而导致的任何损失或损害承担责任。

## 8 Systems failure 系统故障

- (a) The User acknowledges and agrees that the Company will not be liable for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with the Electronic Platform, even if the Company had been advised as to the possibility.  
用户确认及同意本公司不会就有关电子平台的任何性能故障、系统、服务器或连接故障、误差、遗漏、中断、违反保安的行为、计算机病毒、恶意代码、损坏、操作或传输上的延误或未能存取承担责任，即使本公司已获告知发生上述情况的可能性。
- (b) The User acknowledges and agrees that communications through or in connection with the Electronic Platform may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to the public nature of the internet or otherwise.  
用户确认及同意透过电子平台或与其有关的通讯可能会因互联网的开放性或其他原因而导致中断、讯息消失、传输延误或数据传输失误。

## 9 The Company's liability 本公司的责任

- (a) To the fullest extent permitted by law, the Company expressly excludes and disclaims any condition, representation, warranty or responsibility of any kind relating to the Electronic Platform and/or such information and materials, whether express or implied, by statute or otherwise, including without limitation any such condition, representation, warranty or responsibility regarding:  
在法律允许的最大范围内，本公司明确地排除及卸弃就有关电子平台及 / 或其相关资料及材料的任何种类的任何条件、陈述、保证或责任（不论是明示或暗示，亦不论是否于法规所载），包括但不限于有关下列各项的任何条件、陈述、保证或责任：
- (i) the title, fitness for a particular purpose, merchantability or standard of quality of the Electronic Platform;  
电子平台的所有权、就某一用途的适合性、适销性或质量标准；
  - (ii) information and materials on the Electronic Platform including that such information or materials will be accurate or free of errors or omissions;  
电子平台上的信息及材料，包括有关信息或材料是为准确或没有存在误差或遗漏；
  - (iii) freedom from computer virus, Trojan horses, worms, software bombs or similar items;  
没有计算机病毒、特洛伊木马程序、蠕虫病毒、软件炸弹或类似项目；
  - (iv) infringement of any third party rights; or  
侵犯任何第三方权利；或
  - (v) that the Electronic Platform will be available and uninterrupted at any particular time, adhere to any particular performance standards or that any instruction to or information requested via the Electronic Platform will be acted upon, delivered to or received by the User in any time or at all.  
电子平台可于任何特定时间不受干扰地供使用、符合任何特定的性能标准；或者给予电子平台的任何指示或透过电子平台所要求的信息，将会（或于任何时间）获得遵照办理、交付予用户或由用户收到。
- (b) To the fullest extent permitted by law, the Company accepts no liability for any loss, damage, demand, claims, liabilities and costs of any kind (“Loss”) arising directly or indirectly from action taken, or not taken, in reliance on information or materials provided via the Electronic Platform. In particular, no warranty is given that economic reporting information, materials or data is accurate, reliable or up to date.  
在法律允许的最大范围内，如果因倚赖透过电子平台提供的信息或材料采取或不采取行动，而直接或间接产生任何种类的任何损失、损害、要求、申索、负债及费用（「损失」），本公司概不承担任何法律责任。尤其是，本公司并不保证经济报导中的信息、材料或数据是准确、可靠或最新的。
- (c) To the fullest extent permitted by law and unless caused by the Company's wilful misconduct or negligence, the Company will not be liable for any Loss arising directly or indirectly (including special, incidental or consequential Loss) from the User's use of the Electronic Platform including any Loss from, but not limited to, any defect, error, fault, mistake or inaccuracy with information provided via the Electronic Platform, or due to any unavailability of the Electronic Platform or any contents.

在法律允许的最大范围内及除非由本公司故意的不当行为或疏忽所引致，本公司毋须就用户使用电子平台所直接或间接产生的任何损失（包括特殊、附带或相应而产生的损失）承担法律责任，包括（但不限于）透过电子平台提供的信息的任何缺陷、误差、过失、错误或不准确性，或者因电子平台或任何内容未能供使用而引致的任何损失。

- (d) **The Company does not guarantee that any communications from or via the Electronic Platform and/or via other means will be sent to the User or received by the Company nor does the Company warrant the privacy and/or security of such communications during transmission.**

本公司并不保证来自或透过电子平台及 / 或透过其他途径传送的任何通讯将会传送至用户或由本公司收到，本公司也不保证有关通讯在传输时的私隐及 / 或安全。

- (e) **Notice to New Zealand Investors**

When the Electronic Platform is disseminated in New Zealand by the Company and Yunfeng Securities Limited (collectively the "Entities"), the Electronic Platform, and any access to it, is intended only for a person that has first satisfied the Entities that the person is someone:

- (i) who is an investment business within the meaning of clause 37 of Schedule 1 of the Financial Markets Conduct Act 2013 (New Zealand) (the "FMC Act");
- (ii) who meets the investment activity criteria specified in clause 38 of Schedule 1 of the FMC Act;
- (iii) who is large within the meaning of clause 39 of Schedule 1 of the FMC Act; or
- (iv) who is a government agency within the meaning of clause 40 of Schedule 1 of the FMC Act.

No offer to acquire the interests is being made to the User in the Electronic Platform. Any offer will only be made in circumstances where disclosure is not required under the FMC Act or the Financial Markets Conduct Regulations 2014.

新西兰投资者通知

当本公司和云锋证券有限公司（统称为“实体”）在新西兰电子平台时，电子平台及其访问权限仅限于首次满足实体的个人：

- (i) 是 2013 年金融市场行为法（新西兰）（“FMC 法案”）附则 1 第 37 条所指的投资业务；
- (ii) 符合“FMC 法令”附表 1 第 38 条所指明的投资活动准则；
- (iii) “FMC 法令”附表 1 第 39 条所指的大者； or
- (iv) “FMC 法令”附表 1 第 40 条所指的政府机构。

在电子平台中没有向用户提供获取利益的要约。任何要约仅在根据 FMC 法或 2014 年金融市场行为法规不要求披露的情况下进行。

## 10 Indemnity 弥偿保证

To the fullest extent permitted by law and unless caused by the Company's wilful misconduct or negligence, the User agrees to fully indemnify and keep indemnified the Company and its officers and employees on demand against any liability (including tax or levy), Loss (including without limitation loss of profit) or reasonable expense arising from the User's unauthorised use of the Electronic Platform including any act or omission by the User (including its employees or agents to the extent applicable), the Company's reliance of information provided by the User for providing the Electronic Platform, and any breach of these Terms and Conditions, any intellectual property or other right of the Company or any other person.

在法律允许的最大范围内，及除非由本公司故意的不当行为或疏忽所引致，用户同意（一经要求）对本公司及其高级人员及雇员因用户以未获授权的方式使用电子平台（包括用户（在适用范围内包括其雇员或代理人）的任何作为或不作为）、因本公司倚赖由用户就提供电子平台而给予的数据，以及因对本条款及细则、本公司或任何其他人士的任何知识产权或其他权利的任何违反所产生的任何责任（包括税项或征费）、损失（包括但不限于利润损失）或合理开支作出全面弥偿并保持其获得弥偿。

## 11 Governing law and jurisdiction 管限法律及司法管辖权

- (a) **These Terms and Conditions are governed by, and may be enforced in accordance with the laws of Hong Kong.**

本条款及细则受香港法律管限，并可据此强制执行。

- (b) **The User irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising from these Terms and Conditions.**

用户不可撤回地愿就本条款及细则所产生的一切事宜受香港法院的专属司法管辖权管辖。

## 12 Miscellaneous 其他事项

- (a) **To the extent permitted by law, the Company may from time to time amend any of these Terms and Conditions without prior notice to or approval from the User and such amendments shall come into effect immediately.**

在法律允许的范围內，本公司可毋须事先通知用户或经用户批准，不时修订本条款及细则，有关修订将实时生效。

- (b) **Any use of the Electronic Platform by the User will be taken to be acceptance of the Terms and Conditions as they apply at the relevant time.**

用户对电子平台的任何使用将被视为接受于相关时间适用的条款及细则。

- (c) Without limiting any other right under these Terms and Conditions, the Company reserves the right at any time and from time to time, without having to give any reason or explanation, to suspend, expand or reduce the operation of the Electronic Platform and/or any connected services to the User under these Terms and Conditions.  
在不限制本条款及细则下任何其他权利的原则下，本公司保留权利于任何时间及不时暂停、扩大或减少电子平台的营运及 / 或根据本条款及细则向用户提供的任何关连服务，而毋须给予任何理由或解释。
- (d) In the event of termination or suspension by the Company of the Electronic Platform, the Company will not be liable to any User for any Loss which may be suffered by the User arising out of, pursuant to or connected with such termination or suspension.  
倘若本公司终止或暂停电子平台，本公司毋须就用户因为或根据该终止或暂停而蒙受（或与该终止或暂停相关）的任何损失对用户承担任何责任。
- (e) In the event of any difference in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, the User agrees that the English version shall prevail.  
倘若本条款及细则的中文与英文版本之间的诠释或涵义有任何歧异，用户同意概以英文版本为准。

**SCHEDULE**  
**附表**  
**MARKET DATA INFORMATION PROVISIONS**  
**市场数据信息条款**

**HKEX INFORMATION SERVICES LIMITED (“HKEX”)**  
香港交易所资讯服务有限公司(「香港交易所」)

In relation to the usage of HKEX market data information (“**Market Data**”), the User acknowledges and agrees to the following:

有关香港交易所市场数据信息(「**市场数据**」)之用途，用户确认并同意以下事项：

**1. Conditions of the Transmission of Market Data Information 市场数据信息传输规则**

1.1 Market Data provided herein is for the exclusive use of the User for its personal use, within the scope of the activities authorised hereunder and not for any illegal purpose. The User shall take all reasonable measures in order to avoid Market Data that it receives being used for unauthorised or illegal purposes or being hacked.

此处提供的市场数据仅供用户个人使用并只在本授权的活动范围内，不得用于任何非法目的。用户应采取一切合理措施，以避免所接收的市场数据被用于未经授权或非法目的或被黑客入侵。

1.2 The User is expressly prohibited from redistributing or otherwise disseminating the said Market Data or any part thereof in any manner or format whatsoever, to any individual or legal entity whatsoever, either for free or for valuable consideration, without the prior written consent of HKEX, its holding companies and/or any subsidiaries of such holding companies.

明确禁止用户未经香港交易所、其控股公司及/或该等控股公司的任何附属公司事先的书面同意向任何个人或法律实体，不论是以免费或有价值的考虑，以任何方式或格式将所述市场数据或其任何部分重新分配或以其他方式传播。1.3 The User agrees that it shall accept the specific conditions imposed by HKEX, as specified from time to time by the Company.

用户同意其接受本公司不时指定由香港交易所施加的特定条件。

1.4 The User acknowledges that HKEX is and shall remain the owner of all the property rights over the Market Data provided by HKEX.

用户确认，香港交易所于现时及将来仍属香港交易所提供的市场数据的所有产权拥有人。

1.5 The User shall indemnify the Company and HKEX for the consequences of any unauthorised use.

用户应对任何未经授权使用的后果赔偿本公司和香港交易所。

1.6 The User acknowledges that since the Market Data relates to financial information, HKEX and/or The Company reserve(s) the right to modify the structure of the Market Data provided in the event that they are required to do so by legislation or that any regulations governing them are amended.

用户确认，由于市场数据涉及金融信息，如因其立法或任何有关这些规则的规定被修订，香港交易所及/或本公司保留权利修改以提供用户的市场数据结构。

1.7 The User acknowledges that the Company is under an absolute obligation to stop providing the Market Data on first demand from HKEX to do so, and for whatever reason. Should this happen, the Company shall in no case be held liable for the consequences of this interruption in the provision of Market Data.

用户确认，本公司有绝对的义务因应香港交易所提出的即时要求和任何原因而停止提供市场数据。在发生这种情况下，本公司在任何情况下不对这种中断提供市场数据的后果承担责任。

1.8 The Company shall not be directly or indirectly liable for any damage whatsoever resulting directly or indirectly from the content, reliability, integrity, comprehensiveness, accuracy or quality of the Market Data. The Company shall not be directly or indirectly liable for any damages whatsoever, including consequential loss, special, indirect or punitive damages, resulting from or arising out of an interruption of the transmission of the Market Data.

本公司不会对因市场数据的内容、可靠性、完整性、全面性、准确性或质量而造成的任何直接或间接损害而承担直接或间接的责任。本公司不会对由于市场数据传输的中断而导致或产生的任何损害，包括间接性损失、特殊、间接或惩罚性损害，而承担直接或间接责任。

**2. The User agrees to pay Market Data fees as stipulated by the Company from time to time.**

用户同意需不时支付本公司明定的市场数据费用。

**3. Termination 终止**

3.1 The provisions herein shall enter into effect on the date of acceptance by the User herein and it shall continue in effect without expiration until and unless the Company notifies the User of its intent to discontinue providing the Market Data.

本条款在用户接受之日起生效。除非本公司通知用户其意图停止提供市场数据，否则该条款将继续有效。

3.2 The provisions herein will automatically terminate with immediate effect in the event of termination and/or closure of the User's account with the Company.

本协议条款将在用户对本公司的帐户终止和/或关闭时自动终止并即时生效。

3.3 The Company shall automatically terminate and cut off the flow of Market Data at any time, without any liability, and/or owing any compensation, to the User, if the User does not comply with the terms and conditions set forth herein concerning the Market Data transmission.

如用户未能遵守本文中关于市场数据传输的条款及细则，本公司将在任何時間自动终止和切断市场数据的流动，並不承担任何法律责任和/或向用户提供任何补偿。

#### 4. HKEX Disclaimer 香港交易所免责声明

HKEX INFORMATION SERVICES LIMITED, ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

「香港交易所资讯服务有限公司、其控股公司及 / 或该等控股公司的任何附属公司均竭力 确保所提供信息的准确和可靠度，但不能保证其绝对准确和可靠，且亦不会承担因任何不准确或遗漏而引起的任何损失或损害的责任（不管是否侵权法下的责任或合约责任又 或其它责任）」

#### **AASTOCKS.COM LIMITED (“AASTOCKS”) 阿斯达克网络信息有限公司 (「AASTOCKS」)**

In relation to the market data information supplied by AASTOCKS, the User acknowledges that:  
有关 AASTOCKS 提供之市场数据信息，用户确认：

#### **Disclaimer 免责声明**

“AASTOCKS.COM LIMITED, HKEX INFORMATION SERVICES LIMITED, ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS”

「AASTOCKS.COM LIMITED、香港交易所资讯服务有限公司，其控股公司及/或该等控股公司的任何附属公司均竭力 确保所提供资讯的准确及可靠度，但不能保证其绝对准确及可靠，且亦不受任何不准确或遗漏而引起的任何损失或损害的责任（不管是否侵权法下的责任或合约责任又或其他责任）」。

#### **China Investment Information Services Limited (“CIIS”) 中国投资信息有限公司 (「CIIS」)**

In relation to the market data information supplied by CIIS, the User acknowledges that:  
有关 CIIS 提供之市场数据信息，用户确认：

#### **Disclaimer 免责声明**

“China Investment Information Services Limited, it’s holding companies and/or any subsidiary of such holding companies and/or its third party content provider(s) endeavor to ensure the accuracy and reliability of the information provided but do not guarantee its suitability, availability, service level, timeliness, accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any interruption, defect, error, delay, inaccuracies or omissions.”

「中国投资信息有限公司、其控股公司和/或此类控股公司的任何子公司和/或其第三方内容提供方均竭力确保所提供信息的准确性和可靠性，但不保证其适用性、可得性、服务水平、及时性、准确性或可靠性，对于因中断、缺陷、错误、延时、不准确或遗漏而引起的任何损失或损害不承担任何责任（无论是侵权责任、合同责任还是其他形式的责任）」。

## Privacy Policy 私隱政策

### 1. Introduction 序言

Yunfeng Financial Group Limited, together with its affiliates (“we”, or “Yunfeng Financial Group”) are committed to protecting personal data in accordance with the Hong Kong *Personal Data (Privacy) Ordinance* (the “PDPO”). 云锋金融集团有限公司，及其关连人（「我们」或「云锋金融集团」）致力根据香港《个人资料（私隐）条例》（“私隐条例”）中载列的规定保护个人资料。

We will only collect, use or disclose personal data in accordance with the PDPO and this Privacy Policy. 我们将仅按照《个人资料（私隐）条例》及本私隐政策收集、使用或披露个人资料。

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the “Privacy” link on our website homepage at [www.yff.com](http://www.yff.com). You should check the Privacy Policy regularly for changes.

我们可出于任何原因随时对本私隐政策进行修改。在我们的网站首页上打开「私隐」连结 [www.yff.com](http://www.yff.com)，即可浏览最新版本的私隐政策。请定期查阅私隐政策有何变化。

In this Privacy Policy, “personal data” means any data:  
在本私隐政策中，「个人资料」指符合以下说明的任何资料：

- (a) relating directly or indirectly to a living individual;  
直接或间接与一名在世的个人有关的；
- (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and  
该项资料是切实可行的用于直接或间接地确定有关个人的身分；及
- (c) in a form in which access to or processing of the data is practicable.  
该项数据的形式是切实可行的让人可查阅及处理该项数据。

### 2. When and what personal data do we collect? 我们何时收集何种个人资料？

The types of personal data we collect from you will depend on the circumstances in which that information is collected. If the personal data that we request from you is not provided, we may be unable to provide or continue to provide products and services to you.

我们收集的个人资料的类型将视乎所收集资料的具体情况而定。倘若您未有提供我们所要求的个人资料，我们未必能够向您提供或继续提供产品和服务。

We may collect personal data about you when you:  
我们可在以下情况下收集关于您的个人资料：

- use our online platform - including your identity and contact details, your biometric data, financial information about you, information about your income and existing investments;  
使用我们的网络平台时——包括您的身分数据和联络详情、生物识别资料、金融资料、您的收入和现有投资；
- apply to open an account with us - including your financial information about you, information about your income and existing investments;  
向我们申请开设账户时——包括您的金融资料、收入及现有投资资料；
- are a signatory or director or officer or guarantor of a corporation opening an account with us - including your identity and contact details;  
是在我们开设的账户的企业签署人、董事、高级人员或担保人时——包括您的身分资料和联络详情；
- apply for employment with us - including your identity and contact details, information about your skills, information about any disability or condition you may have, bank account information for payroll purposes, details regarding family members for medical insurance purposes, information about your criminal record and other information relevant to our compliance obligations; or  
应聘我们的职位时——包括您的身分数据和联络详情、您的技能、您可能存在的任何残疾或身体状况、发放工资的银行账户资料、购买医疗保险所需的家庭成员详情、您的犯罪记录数据及与我们的合规义务相关的其他数据；或
- send us correspondence - including your contact details in order to respond to you.

向我们发送信函时——包括您的详细联络方式，以便我们回复您。

### 3. What do we use personal data for?

我们将个人资料作何种用途？

The purposes for which your personal data will be used will depend on the circumstances in which that personal data is collected.

您的个人资料的用途将视乎所收集资料的具体情况而定。

We will inform you of the purposes for which we intend to use your personal data in the Personal Information Collection Statement (“**PICS**”) at or before the time we collect your personal data.

我们将于收集您的个人资料之时或之前在「个人资料收集声明」中告知您我们将使用您的个人资料作何用途。

Generally, we may use your personal data for:

一般而言，我们会将您的个人资料用于：

- the purpose for which you provided it to us;  
您向我们提供个人资料的目的；
- purposes which are directly related to the purpose for which you provided it to us;  
与您向我们提供个人资料之目的直接相关的用途；
- any other purposes to which you have consented; and  
您所同意的任何其他用途；及
- complying with any law and regulation binding on us, and any guideline or notice issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations in connection with us and our products and services.  
遵守对我们产生约束力的任何法律及法规，以及任何法律、监管、政府、税务、执法或其他机关，或与我们及我们的产品和服务有关的自我监管或行业组织或协会发出的任何指引或通知。

For example, we may use your personal data when you:

例如，我们可能在以下情况下透露您的个人资料：

- use our online platform - to process and evaluate your application, open and administer an account, verify your identity, provide services to you, conduct credit checks and providing credit facilities to you, assist other financial institutions to conduct credit checks, collect amounts from you and pay amounts to you, provide security for your obligations, design new financial services and products, detect, investigate and prevent fraudulent or criminal activities and make any disclosure or transfer that is permitted or required by law;  
使用我们的网络平台时——用于处理和评估您的申请、开设和管理账户、核实您的身份、为您提供服务、进行信用审查和向您提供信贷融通、协助其他金融机构进行信用审查、向您收取及支付款项、为您的责任提供担保、设计新的金融服务和产品、侦测、调查及预防诈骗或刑事活动，以及作出法律规定或允许的任何披露或转让；
- apply to open an account with us - to process and evaluate your application, open and administer an account, provide services to you, conduct credit checks and providing credit facilities to you, assist other financial institutions to conduct credit checks, collect amounts from you and pay amounts to you, provide security for your obligations, design new financial services and products, and make any disclosure or transfer that is permitted or required by law;  
向我们申请开设账户时——用于处理和评估您的申请、开设和管理账户、为您提供服务、进行信用审查和向您提供信贷融通、协助其他金融机构进行信用审查、向您收取及支付款项、为您的责任提供担保、设计新的金融服务和产品，以及作出法律规定或允许的任何披露或转让；
- are a signatory or director or officer or guarantor of a corporation opening an account with us - to register you as a signatory or guarantor and comply with legal requirements;  
是在我们开设的账户的企业签署人、董事、高级人员或担保人时——用于将您注册为签署人或担保人并遵守法律规定；
- apply for employment with us - to evaluate your application, administer payroll, benefits and taxation, performance evaluations, promotions, disciplinary matters, contingency planning, training, recruitment, diversity planning, provision of references to third parties, internal reorganisation of employees, and comply with legal requirements, and make any disclosure or transfer that is permitted or required by law; and  
应聘我们的职位时——用于评估您的申请、管理薪酬、福利和税务、表现评估、晋升、处理纪律问题、编制应变计划、培训、人才招聘、多样性规划、向第三方提供推荐信、员工内部重组，以及遵守法律规定，以及作出法律规定或允许的任何披露或转让；及
- send us correspondence - to respond to you.

向我们发送信函——用于回复您。

#### 4. Our use of cookies

##### 我们如何使用小型文本文件 (cookies)

By accessing our online platform, you acknowledge that you have been informed of the practice of using cookies and authorise us to use any information collected through our use of cookies in connection with the purpose set out in this Privacy Policy. “Cookies” are data files stored on your electronic devices (such as your computer or mobile phone) after you access certain websites or mobile applications.

通过进入我们的网络平台，您承认您已被告知使用小型文本文件 (cookies)的常规，并授权我们就本隐私政策所设定的目的使用通过我们使用小型文本文件 (cookies)所收集的任何资料。“小型文本文件 (cookies)”是当您进入某些网站或电话应用程序后储存在您的电子设备（例如计算机或电话）的数据。

Cookies are primarily used to identify visitors when they return to a site, so that certain information already provided by the visitor to a site is not required to be provided again. Cookies are also used to gather data on which areas of a site or app are visited frequently and which are not. Keeping data on which areas of a site are most popular allows a site operator to better plan and enhance the site.

小型文本文件 (cookies) 主要用于当访客返回同一个网站时，他们不需要提供先前已经提供予该网站的某些信息。小型文本文件 (cookies) 也可用来收集显示一个网站的领域是否常被浏览的数据。保留有关网站经常被浏览的领域的数据可允许操作员更好地规划和提升该网站。

We acknowledge that you may wish to disable cookies. This can be done by changing your web browser settings, but may result in more limited functionality. However, if you do so, you may not be able to utilize or activate certain functions available on our online platform.

我们明白您可能会希望禁用小型文本文件。您可以透过改变您的浏览器设定来禁用小型文本文件 (cookies)，但此举可能会限制更多功能。但是，如果您这样做，您可能无法使用或启动我们的网络平台上的某些功能。

#### 5. Do we use personal data for direct marketing?

##### 我们是否会将个人资料用于直接促销？

We do use some of the personal data we collect to send marketing material and special offers to the intended recipients via telemarketing, electronic means, direct mail or such other appropriate means, but only in accordance with the rules about direct marketing contained in the PDPO.

我们会透过电话营销、电子形式、直接邮寄或其他适当的手段将收集的部分个人资料用于向预期接收者发送市场推广材料及特别优惠信息，但我们仅会在遵守隐私条例所规定有关直接促销的规则前提下使用个人资料。

If we intend to use your personal data for direct marketing purposes or provide your personal data to third parties for direct marketing purposes, we will inform you of that in the PICS at or before the time we collect your personal data. We will provide you with an opportunity to opt-out of that direct marketing at that time.

若我们有意将您的个人资料用于直接促销或提供您的个人资料以供第三方用于直接促销，我们将会于收集您的个人资料之时或之前在「个人资料收集声明」中告知您。届时，您可以选择拒绝接收直接促销信息。

If you do not opt-out of direct marketing at that time, but you later decide that you no longer wish to receive direct marketing, you may ask us to cease any further direct marketing by contacting the Data Protection Officer at the address below.

若当时您未选择拒绝接收直接促销信息，但其后确定不希望接收直接促销信息，您可以联络数据保护专员，要求我们停止向您发送任何进一步直接促销信息。

#### 6. To whom do we disclose personal data?

##### 我们向何人披露个人资料？

The third parties to whom your personal data will be disclosed will depend on the purposes for which that personal data is used.

您的个人资料将获披露到的第三方将视乎个人资料的用途而定。

We will inform you of the third parties to whom your personal data will be disclosed in the PICS at or before the time we collect your personal data.

我们将于收集您的个人资料之时或之前，在「个人资料收集声明」中告知您我们将向其披露您的个人资料的第三方。

Generally, we may disclose your personal data as necessary for:

一般而言，我们会就以下目的按需要披露您的个人资料：

- the purpose for which you provided it to us;  
您向我们提供个人资料的目的；
- purposes which are directly related to the purpose for which you provided it to us; and  
与您向我们提供个人资料之直接相关的目的；及
- any other purposes to which you have consented.  
您所同意的任何其他目的。

For example, we may disclose your personal data to:

例如，我们可能会向以下人士披露您的个人资料：

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including telemarketers, mailing houses, IT service providers and data processors);  
提供行政管理、通讯、计算机、支付、保安或其他服务以协助我们实现上述目的之服务的第三方代理人、承办商及顾问（包括电话销售员、寄件中心、信息科技服务供货商及数据处理人员）；
- our legal and professional advisors;  
我们的法律及专业顾问；
- our related companies (as that term is defined in the Hong Kong Companies Ordinance);  
我们的关连公司（定义见香港《公司条例》）；
- government agencies and authorities as required by any law, regulation, rule or codes binding on us or our related companies; and  
对我们或我们的关连公司具约束力的任何法律、法规、规则或准则所规定之政府机构及相关当局；及
- any other person to whom you have consented.  
您所同意的任何其他人士。

Where personal data is transferred to place(s) outside of Hong Kong in connection with such purposes, such place(s) may or may not offer the same or a similar level of personal data protection as in Hong Kong.

当个人资料就此类目的被转移到香港以外的地方时，该地方可能会或可能不会提供与香港相同或类似的个人资料保护。

## 7. How is personal data secured?

如何确保个人资料安全？

We will take all practicable steps to ensure that your personal data is protected against unauthorised access, disclosure, processing, erasure, loss or use.

我们将采取一切切实可行的步骤，以确保您的个人资料不会被擅自查阅、披露、处理、删除、丢失或使用。

## 8. Accessing and correcting / enquiring about your personal data

查阅及更正/查询您的个人资料

You may contact us to seek access to or seek to correct or enquire about the personal data which we hold about you. There are certain exemptions under the PDPO which may apply to personal data access and correction requests. We may require that you the person requesting access or correction provide suitable identification and we may charge a reasonable administration fee for complying with a data access request.

您可以联络我们请求查阅或更正或查询我们所持有的关于您的个人资料。《个人资料（私隐）条例》中的若干豁免情况适用于查阅及更正个人资料的要求。我们可能会要求您（即要求查阅或更正数据的人士）提供适当的身分证明，并且可能会收取合理的行政费用，方会批准您查阅资料的要求。

Requests for access to, to correct or to enquire about the personal data held by us should be addressed to:

若需要查阅或更正或查询我们所持有的个人资料，请透过以下方式联络我们：

The Data Protection Officer  
Yunfeng Financial Group  
Rooms 1803-1806, YF Life Centre  
38 Gloucester Road  
Hong Kong

数据保护专员  
云锋金融集团  
香港告士打道 38 号  
万通保险中心 1803-1806 室

## Personal Information Collection Statement

### 个人资料收集声明

Yunfeng Financial Group Limited, together with its affiliates (“we” or “Yunfeng Financial Group”) may, from time to time, use the personal data we collect about you for the following purposes:

云锋金融集团有限公司, 及其关连人 (「我们」或「云锋金融集团」) 可不时出于以下目的使用我们所收集到有关于您的个人资料:

- **processing and evaluating your account application;**  
办理及评估您的账户申请;
- **opening and administering an account for you;**  
为您开设及管理账户;
- **verifying your identity;**  
核实您的身份;
- **detecting, investigating and preventing fraudulent or criminal activities;**  
侦测、调查及预防诈骗或刑事活动;
- **providing wealth management and investment services;**  
提供财富管理及投资服务;
- **conducting credit checks and providing credit facilities;**  
进行信用审查及提供信贷融通;
- **assisting other financial institutions to conduct credit checks;**  
协助其他金融机构进行信用审查;
- **determining outstanding amounts owed to or by you;**  
厘定欠付您或您欠付的未偿付金额;
- **collecting payments and outstanding amounts from you;**  
向您收取款项及未偿付金额;
- **paying dividends, interest, proceeds and other amounts to you;**  
向您支付股息、利息、收益及其他金额;
- **providing security for your obligations;**  
为您的责任提供担保;
- **contacting you for any of the above purposes;**  
出于以上任何目的联络您;
- **designing new financial services and products;**  
设计新金融服务及产品;
- **making disclosure under the requirements of any law, regulation, rule or codes binding on us or our related companies;**  
根据对我们或我们的关连公司具约束力的任何法律、法规、规则或准则规定作出披露;
- **other ancillary purposes which are directly related to the above purposes; and**  
与上述目的直接相关的其他次要目的; 及
- **any other purpose to which you have consented.**  
您所同意的任何其他用途。

With your consent, we may also use your contact details, demographic information and investment details to contact you with marketing communications regarding financial and investment products or services by mail, email, telephone, SMS, instant messaging or push notification. We require your consent to do so. You may indicate that you do not consent to receive such marketing communications by using any available opt-out option.

在您同意的情况下, 我们还可使用您的联络详情、人口统计信息及投资详情, 以邮件、电子邮件、电话、短讯、实时通讯或推播通知方式向您发送有关金融及投资产品或服务的市场推广通讯。我们需要您的同意。您可以以任何退出选项表明您不同意接收此类市场推广通讯。

With your consent, we may also provide your contact details, demographic information and investment details to our related companies, insurance companies and/or to investment brokers (which may be for gain), who may contact you with marketing communications regarding financial, insurance and investment products or services by mail, email, telephone, SMS instant messaging or push notification. We require your consent to do so. You may indicate that you do not consent to us providing your personal data to third parties (other than our related

companies) or do not wish to receive marketing communications from these third parties by using any available opt-out option.

在您同意的情况下，我们还可将您的联络详情、人口统计信息及投资详情提供予我们关联公司、保险公司及/或投资经纪（当中可能获得收益），他们可能以邮件、电子邮件、电话、短讯、实时通讯或推播通知方式向您发送有关金融及投资产品或服务的市场推广通讯。我们需要您的同意。您可以以任何退出选项表明您不同意我们将您的个人资料提供给出了我们关联公司之外的第三方，或不希望接收来自此类第三方市场推广通讯。

We also intend to use your name, contact details, products and services, investment details, portfolio information, transaction pattern and behaviour, financial background and demographic data, from time to time, for direct marketing (including providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that we, our related companies and our business partners may offer: a) insurance, annuities, banking, wealth management, retirement plans, investment and financial products and services, credit cards, foreign exchange, derivatives, securities and related products and services; and b) health, wellness and medical, food and beverage, media, online shopping, e-commerce, gaming, logistics, sporting activities, memberships and related products and services.

我们亦会不时使用你的名称、联系方式、产品和服务、投资详情、投资组合信息、交易模式及行为、财务背景和人口统计数据作我们、我们的关联公司和我们的业务合作伙伴可能提供的有关以下类别的产品及服务（包括提供奖赏、忠诚或优惠计划）之直接促销： a) 保险、年金、金融、财富管理、退休计划、投资和金融产品及服务、信用卡、外汇、衍生工具、证券及相关产品及服务；及 b) 健康、保健和医疗、食品和饮料、媒体、网络购物、电子商务、游戏、博彩、物流、体育活动、会员及相关产品和服务。

We may disclose your personal data for the above purposes to:

我们可就上述目的将您的个人资料披露予：

- **third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including telemarketers, mailing houses, IT service providers and data processors);**  
提供行政管理、通讯、计算机、支付款项、保安或其他服务以协助我们实现上述目的之第三方代理人、承办商及顾问（包括电话销售员、寄件中心、信息科技服务供货商及数据处理人员）；
- **any financial institution with which you have or propose to have dealings;**  
您与之或打算与之进行交易的任何金融机构；
- **our actual or proposed assignees, transferees or participants of our rights in relation to you;**  
我们与您相关的权利的实际或建议承让人、受让人或参与者；
- **our legal and professional advisors;**  
我们的法律及专业顾问；
- **our related companies (as that term is defined in the Hong Kong Companies Ordinance);**  
我们的关连公司（定义见香港《公司条例》）；
- **our business partners and/or related companies providing the products and services set out above, third party reward, loyalty or privileges programme providers; external service providers supporting us or any of the above listed entities in providing the products and services set out above;**  
我们的商业伙伴及/或其关联公司提供的上述产品和服务，包括奖赏、忠诚或优惠计划的第三方提供商；支持我们或任何上述实体提供上述产品和服务的外部服务提供商；
- **government agencies and authorities as required by any law, regulation, rule or codes binding on us or our related companies; and**  
对我们或我们的关连公司具约束力的任何法律、法规、规则或准则所规定之政府机构及相关当局；及
- **any other person to whom you have consented.**  
您所同意的任何其他人士。

In addition to marketing the above products and services, we also intend to provide and/or transfer the personal data described above to all or any of the entities or persons described above who may contact you with marketing communications by mail, email, telephone, SMS, instant messaging or push notification. We require your consent to do so. You may indicate that you do not consent to us providing your personal data to these third parties or do not wish to receive marketing communications from these third parties by using any available opt-out option. In some cases, we or third parties we disclose your personal data to may process and store your personal data outside of Hong Kong.

除了上述产品及服务的市场营销，我们还可将您的上述个人资料提供及/或传递予上述之全部或任何实体或人员，他们可能以邮件、电子邮件、电话、短讯、实时通讯或推播通知方式向您发送市场推广通讯。我们需要您的同意。您可以以任何退出选项表明您不同意我们将您的个人资料提供给此类第三方，或不希望接收来自此类第三方市场

推广通讯。在某些情况下，我们或我们向其披露您的个人资料的第三方可在香港以外地区处理及储存您的个人资料。

With respect to the online platform including any mobile application and websites, some fields may indicate where it is optional to provide personal data. If you do not provide the personal data required in the mandatory fields, we will be unable to provide services to you.

就网络平台（包括任何移动应用程序及网站），某些字段将标明可选择是否提供个人资料之项目。倘若您未提供必填栏目要求填写的个人资料，我们将无法向您提供服务。

## Processing of Personal Data as part of China Connect Service

### 处理个人资料作为中港通服务的一部分

You acknowledge and agree that in providing our China Connect Service to you, we will be required to: 阁下知悉及同意有关向阁下提供的中港通服务，我司将被要求进行以下工作：

- (i) tag each of your orders submitted to the CSC with a Broker-to-Client Assigned Number ("**BCAN**") that is unique to you or the BCAN that is assigned to your joint account with us, as appropriate; and 对阁下每一个提交到中港通路由系统的订单，加上一个独一无二而且专属于阁下的券商客户编码（以下简称「**BCAN**」）或编配给阁下联名账户的 BCAN 码；及
- (ii) provide to the Exchange your assigned BCAN and such identification information ("Client Identification Data" or "CID") relating to you as SEHK (also referred to herein as "the Exchange") may request from time to time under the Rules of the Exchange. 向交易所提供已编配给阁下的 BCAN 码及有关阁下的识别信息（「**客户识别信息**」或以下简称「**CID**」），由联交所（于此也被称为「**交易所**」）可根据交易所规则而不时提出的要求。

Without limitation to any notification we have given you or consent we have obtained from you in respect of the processing of your personal data in connection with your account and our services to you, you acknowledge and agree that we may collect, store, use, process, disclose, and/or transfer personal data relating to you as required as part of our China Connect Service, including as follows:

- (a) 有关处理阁下账户上及为阁下提供服务上的个人资料，在不限制我司过往已发给阁下任可相关通知或已从阁下那边取得任何相关同意的情况下，阁下现在知悉及同意我司可因应中港通服务而收集、保存、使用、处理、披露及/或转移有关阁下的个人资料，包括如下：to disclose and transfer your BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating your BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator<sup>1</sup> on a real-time basis; 不时披露及转移阁下的 BCAN 码及 CID 给交易所及相关的联交所附属公司，包括透过中港通路由系统输入中港通订单，而该委托将会实时被传送至相关的中港通市场营运者时，我司在该委托上标示出阁下的 BCAN 码；
- (b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store your BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via HKEX) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; 容许每一个交易所及相关的联交所附属公司：(i) 收集、使用及保存阁下的 BCAN、CID 及任何由相关的中港通结算所提供已整合、已验证及已配对的 BCAN 及 CID 信息（在保存的情况下，由他们或透通香港交易所保存）用作市场监控和监察目的及执行交易所规则；(ii) 不时为了满足以下(c)及(d)段的目的

<sup>1</sup> "**China Connect Market Operator**" shall mean Shanghai Stock Exchange, Shenzhen Stock Exchange and/or an exchange in the PRC acceptable to SEHK and included in the list of China Connect Markets which are eligible for China Connect trading (as the case may be), unless and until we shall otherwise notify you.

「**中港通市场运营者**」指指上海证券交易所、深圳证券交易所及 / 或由联交所认可并列入中港通市场名单、可进行中港通交易的中国境内交易所（视情况而定），除非我们另行通知您。

而须要(直接或透过相关中港通结算所)转移这些信息到相关的中港通市场营运者；及 (iii) 披露这些信息给在香港相关的监管机构及执法机关，以协助其履行对香港金融市场的法定职能；

- (c) to allow the relevant China Connect Clearing House to: (i) collect, use and store your BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use your BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland China regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland China financial markets; and  
容许相关的中港通结算所：(i) 收集、使用及保存阁下的 BCAN 及 CID，有助进行对 BCAN 及 CID 的整合及验证，以及进行对 BCAN 及 CID 与投资者识别数据库之间的配对，从而提供已整合、已验证及已配对的 BCAN 及 CID 信息给相关的中港通市场营运者、交易所及相关的联交所附属公司；(ii) 透过使用阁下的 BCAN 及 CID 来表现出在证券账户管理上的监管功能；及 (iii) 披露这些信息给对此有司法权的中国大陆监管当局及执法机关，以致有助他们在中国大陆金融市场上提升他们的监管、监察及执法功能；及
- (d) to allow the relevant China Connect Market Operator to: (i) collect, use and store your BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and (ii) disclose such information to the Mainland China regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland China financial markets.  
容许相关的中港通市场营运者：(i) 收集、使用及保存阁下的 BCAN 及 CID，有助透过应用中港通服务及执行相关中港通市场营运者所定的规则来监控及监察在相关中港通市场上的证券交易；及 (ii) 披露这些信息给对此有司法权的中国大陆监管当局及执法机关，以协助其履行在中国大陆金融市场上的监管、监察及执法职能。

By instructing us in respect of any transaction relating to China Connect Securities, you acknowledge and agree that we may use your personal data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the China Connect Service. You also acknowledge that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

透过给我司有关中港通证券相关交易的指示，阁下知悉及同意我司为符合交易所的要求及符合其对中港通服务持续有效的规则而使用阁下的个人资料。阁下亦知悉尽管阁下之后据称有任何撤回同意，不论在阁下据称撤回同意之前或之后，阁下的个人资料仍可被保存、使用、披露、转移及以其他方式用作以上用途。

### **Hong Kong Investor Identification Regime (HKIDR) and Over-the-counter Securities Transactions Reporting Regime (OTCR)**

#### **香港投资者识别码制度及场外证券交易汇报制度**

You acknowledge and agree that we may collect, store, process, use, disclose and transfer personal data relating to you (including your CID and BCAN(s)) as required for us to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (SEHK) and for complying with the rules and requirements of SEHK and the Securities and Futures Commission (SFC) in effect from time to time. Without limiting the foregoing, this includes –

阁下明白并同意，我们为了向阁下提供与再香港联合交易所（联交所）上市或买卖的证券相关的服务，以及为了遵守不时生效的联交所与证券及期货事务监察委员会（证监会）的规则和规定，我们可收集、储存、处理、使用、披露及转移与阁下有关的个人资料（包括阁下的客户识别信息及券商客户编码）。在不限以上的内容的前提下，当中包括——

- (a) disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;  
根据不时生效的联交所及证监会规则 and 规定，向联交所及/或证监会披露及转移阁下的个人资料（包括客户识别信息及券商客户编码）；

(b) allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and

允许联交所：（i）收集、储存、处理及使用阁下的个人资料（包括客户识别信息及券商客户编码），以便监察和监管市场及执行《联交所规则》；（ii）向香港相关监管机构和执法机构（包括但不限于证监会）披露及转移有关资料，以便他们就香港金融市场履行其法定职能；及（iii）为监察市场目的而使用有关资料进行分析；及

(c) allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.

允许证监会：（i）收集、储存、处理及使用阁下的个人资料（包括客户识别信息及券商客户编码），以便其履行法定职能，包括对香港金融市场的监管、监察及执法职能；及（ii）根据适用法例或监管规定向香港相关监管机构和执法机构披露及转移有关资料。

You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

阁下亦同意，即使阁下其后宣称撤回同意，我们在阁下宣称撤回同意后，仍可继续储存、处理、使用、披露或转移阁下的个人资料以作上述用途。

Failure to provide us with your personal data or consent as described above may mean that we will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).

阁下如未能向我们提供个人资料或上述同意，可能意味着我们不会或不能再（视情况而定）执行阁下的交易指示或向阁下提供证券相关服务，惟出售、转出或提取阁下现有的证券持仓（如有）除外。

The terms “BCAN” and “CID” used in this clause shall bear the meanings as defined in paragraph 5.6 of the “Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.”

备注：本条文所述的“券商客户编码”及“客户识别信息”具有《证券及期货事务监察委员会持牌人或注册人操守准则》第 5.6 段所界定的含义。

### **Consequences of failing to provide Personal Data or Consent**

#### **不提供同意或个人资料的后果**

Failure to provide us with your personal data or consent as described above may mean that we will not, or no longer be able, as the case may be, to carry out your trading instructions or provide you with our China Connect Service.

不提供上述阁下的同意书或个人资料，即表示我司将不会或不再能够处理阁下的交易指示或向阁下提供中港通服务。

Unless otherwise stated or the context otherwise requires, capitalized terms used in this Personal Information Collection Statement shall have the same meanings as defined in the Agreement.

除非文义另有说明或另有规定，否则本个人资料收集声明中使用的黑体字词语应与本协议中定义的含义相同。

In the event of any difference in interpretation or meaning between the Chinese and English versions, the English version shall prevail.

倘中文与英文版本之间的诠释或涵义有任何不一致之处，以英文版本为准。

You may seek access to and request correction of any personal data we hold about you by contacting:

您可透过以下联络方式，要求查阅或要求更正我们所持有的关于您的任何个人资料：

The Data Protection Officer  
Yunfeng Financial Group

Rooms 1803-1806, YF Life Centre

38 Gloucester Road  
Hong Kong  
数据保护专员  
云锋金融集团  
c/o 云锋证券有限公司  
香港告士打道 38 号  
万通保险中心 1803-1806 室

### **Acknowledgement and Consent**

#### **确认与同意**

I acknowledge I have read and understand the contents of this Personal Information Collection Statement and the Privacy Policy (collectively “**Consent Form**”) relating to Yunfeng Financial Group Limited, together with its affiliates (collectively “**Yunfeng Financial Group**”) or any person who has obtained such data from Yunfeng Financial Group considers appropriate. By ticking the box below, I signify my consent for Yunfeng Financial Group to use my personal data on the terms and purposes set out in this Consent Form.本人确认已阅读并理解本《个人资料收集声明》及《私隐政策》（统称「**同意书**」）的内容，内容涉及云锋金融集团有限公司及其附属公司（统称「**云锋金融集团**」），或任何从云锋金融集团获取该等资料的个人或实体。通过勾选下方的选框，即表示本人同意云锋金融集团按照本同意书所载条款及目的使用本人之个人资料。

- I agree to Yunfeng Financial Group’s use of my personal data for the purposes set out in this Consent Form.  
 本人同意云锋金融集团为本同意书所述目的使用我的个人资料。