

順安第三方平台官方帳號服務條款(「本條款」)

Terms of CIS Third-Party Platform Official Account Service (the "The Terms")

1. 本條款列出順安(按以下定義)同意提供順安官號服務(按以下定義)予其客戶(按以下定義)的條款。
2. 本條款可以視為客戶與順安的獨立服務協議(如雙方沒有任何其他相關協議)或附加於及補充(但並不取代)適用於客戶與順安的任何其他相關協議條款,如現金帳戶協議及其相關補充協議。若有關適用的其他協議條款與本條款就順安官號服務有所抵觸,則以本條款為準。
3. 客戶使用或繼續使用順安官號服務,即表示客戶已經同意並接受本條款約束。
4. 在本條款中定義與解釋:
 - 4.1. 「順安」指 CIS Group Limited、順安證券資產管理有限公司、順安家族財富管理有限公司及該等公司之直接或間接控股公司與該等控股公司之直接或間接子公司,或所有該等公司之一部分或其中一個。
 - 4.2. 「應用程式」指應用程式或軟件程式或電子系統;
 - 4.3. 「順安官號服務」指順安不時根據本條款提供的任何服務;
 - 4.4. 「客戶」指使用或要求使用順安官號服務的個人或公司或同意接受本條款約束的個人或公司;
 - 4.5. 「登記帳戶」指客戶的相對應第三方平台帳戶,包括但不限於登記電郵、登記微信、登記 WhatsApp、登記手機等,該等帳戶並已經完成順安所有相關要求並獲得順安接受用作客戶使用順安官號服務的認可渠道;
 - 4.6. 「順安三方官號」指順安不時在其官方網站(<https://cisgroup.hk>)公告的順安第三方平台官號之全部或部分或其中一個賬號;
 - 4.7. 「電子裝置」指客戶以登記帳戶與順安三方官號進行接收或發送任何通訊的裝置(包括流動電話、平板電腦及電腦);
 - 4.8. 「服務提供者」指任何提供順安三方官號之服務的實體、平台、公司或個人;及
 - 4.9. 「電子訊息」指任何通過服務提供者由登記帳戶或順安三方官號向對方發出的訊息。
5. 除非有相反的說明,否則:
 - 5.1. 本條款中凡提及表示單數的詞語包括眾數,反之亦然,表示任何性別的詞語包括所有性別;及
 - 5.2. 本條款中凡提及「包括」的條文指包括但不限於。
6. 順安有權不時決定所提供的順安官號服務
1. The Terms set out the terms under which CIS (as defined below) agrees to provide CIS Official Account Service (as defined below) to the Customer (as defined below).
2. The Terms may be deemed to be a stand-alone service agreement between the Customer and CIS (if there is no other relevant agreement between the parties) or in addition to and supplement (but not replace) any other relevant agreement terms applicable to the Customer and CIS, such as the Cash Account Agreement and its related supplemental agreements. If there is any conflict between the applicable other terms of the agreement and The Terms in relation to the CIS Official Account Service, the Terms shall prevail.
3. By using or continuing to use the CIS Official Account Service, the Customer agrees to and accepts the Terms.
4. In the Terms, Definitions and Explanations:
 - 4.1. "CIS" means CIS Group Limited, CIS Securities Asset Management Limited, CIS Family Wealth Management Limited and the direct or indirect holding companies of such companies and their direct or indirect subsidiaries of such holding companies, or any part or one of them.
 - 4.2. "APP" means an application or software program or electronic system;
 - 4.3. "CIS Official Account Service" means any services provided by CIS from time to time in accordance with the Terms;
 - 4.4. "Customer" means the individual or company that uses or requests to use CIS Official Account Service or agrees to be bound by the Terms;
 - 4.5. "Registered Account" means the Customer's corresponding third-party platform account, including but not limited to Registered Email, Registered WeChat, Registered WhatsApp, Registered Mobile, etc., which have completed all relevant requirements and have been accepted by CIS as an authorized channel for the Customer to use CIS Official Account Service;
 - 4.6. "CIS Third-Party Official Account" means all or part of or one of CIS third-party platform official accounts announced by CIS on its official website (<https://cisgroup.hk>) from time to time;
 - 4.7. "Electronic Device" means the device (including mobile phones, tablets and computers) that receives or sends any communications between the Customer and CIS Third Party Official Account with Registered Account;
 - 4.8. "Service Provider" means any entity, platform, company or individual that provides services to CIS Third-Party Official Account; and
 - 4.9. "Electronic Message" means any message sent to the other party through the Service Provider from Registered Account or CIS Third-Party Official Account.
5. Unless otherwise stated:
 - 5.1. in the Terms references to the singular include the plural and vice versa, and words denoting any gender include all genders; and
 - 5.2. any reference to "including" in the Terms means including but not limited to:
- The Customer's undertakings for use of CIS Official Account Service
6. CIS has the right to determine the scope and characteristics of CIS Official Account Service provided by CIS from time to time (including the type, scope, time, conditions and frequency of transactions provided

客戶使用順安官號服務的承諾

6. 順安有權不時決定所提供的順安官號服務



之範圍及特點（包括順安提供服務的交易類型、範圍、時間、條件及頻率）。順安可隨時取消、撤銷、暫停、修改、增加或縮減順安官號服務，毋須給予任何通知或理由。

7. 客戶必須執行及完成順安不時要求的認證、登記或綁定程序，客戶才有機會獲得順安官號服務，但順安可以隨時豁免有關要求並向客戶提供順安官號服務。
8. 客戶確認順安可以隨時自行決定（無需任何通知或原因）不接受某個登記帳戶作為向客戶提供順安官號服務的渠道。
9. 由客戶向順安提供與順安官號服務有關的任何資料或文件，如果有任何更改，客戶承諾將會迅速通知順安。
10. 如客戶決定停止使用登記帳戶進行順安官號服務或如登記帳戶已被更改、暫停或終止或不再由客戶控制，客戶須第一時間通過書面發至 cis.info@cisgroup.hk 通知順安。在順安獲得有關通知及完成其內部終止程序前，所有登記帳戶的指示或交易仍然由客戶如常承擔所有責任。
11. 在無損上文第 6 條下，順安可因任何原因暫停或終止提供任何或全部順安官號服務。該等原因包括任何有關的電訊公司或服務提供者引致或產生的數據無效、有關帳戶的關閉、故障、維修、修改、擴張及/或提升功能工程。對於該等暫停或終止，順安概不承擔任何責任或義務。
12. 客戶確認及同意順安官號服務的提供及使用須受任何監管機構、政府機關、交易所或專業團體不時發出之任何適用法律、規則、規例、法令、指示、指引、守則、通知或限制（不論是否具有法律效力）及其他適用於順安三方官號/其他第三方電子通訊渠道的條款及規則之規限。
13. 為提供服務，順安有權取得及使用登記帳戶任何資訊，並將其儲存於順安的資料庫內。
14. 順安透過順安三方官號向有關登記帳戶發出的任何電子訊息，以此提供相關的客戶服務及/或進行數據分析，於順安發出該電子訊息時，即被視為客戶已收悉。
15. 客戶或任何其他收取任何電子訊息的人士，不應將順安官號服務當中的任何資料或通訊視為在任何司法管轄區向任何人士要約或遊說認購任何產品或服務，倘在該等司法管轄區向該等人士進行該等要約或遊說屬於違法。

保安事項

16. 客戶同意順安官號服務只提供予客戶單獨及獨有地使用，而客戶不可容許任何未經許可的人士取得或使用順安官號服務。
17. 客戶有責任採取適當措施監察及控制使用順安官號服務，並採取適當安全措施以防止未經許可的人士使用順安官號服務或將順安官號服務用於未經許可的用途。
18. 客戶須負責電子裝置及登記帳戶之保安。
19. 客戶須確保電子裝置未被擅自修改或使

by CIS). CIS may cancel, revoke, suspend, modify, add or reduce CIS Official Account Service at any time without giving any notice or reason.

7. The Customer must perform and complete the authentication, registration or binding procedures required by CIS from time to time in order for the Customer to have the opportunity to receive CIS Official Account Service, but CIS may waive such requirements and provide CIS Official Account Service to the Customer at any time.
8. The Customer acknowledges that CIS may, at any time in its sole discretion (without any notice or reason), not accept a Registered Account as a channel to provide CIS Official Account Service to the Customer.
9. The Customer shall provide CIS with any information or documents related to the CIS Official Account Service and undertake to notify CIS promptly of any changes.
10. If the Customer decides to stop using Registered Account for CIS Official Account Service or if Registered Account has been changed, suspended or terminated or is no longer under the control of the Customer, the Customer shall notify CIS in writing to cis.info@cisgroup.hk immediately. Until CIS receives the relevant notice and completes its internal termination procedures, all instructions or transactions by Registered Account will remain all responsibilities of the Customer as usual.
11. Without prejudice to Clause 6 above, CIS may suspend or terminate the provision of any or all of CIS Official Account Service for any reason. These reasons include invalid data caused or generated by any relevant telecommunications company or service provider, closure, failure, repair, modification, expansion and/or enhancement of the relevant account. CIS assumes no responsibility or liability for such suspension or termination.
12. The Customer acknowledges and agrees that the provision and use of the CIS Official Account Service shall be subject to any applicable laws, rules, regulations, decrees, instructions, guidelines, codes, notices or restrictions (whether or not legally enforceable) issued by any regulatory authority, government agency, exchange or professional body from time to time, and other terms and regulations applicable to CIS Third-Party Official Account/other third-party electronic communication channels.
13. For the purpose of providing services, CIS has the right to obtain and use any information of Registered Account and store it in CIS's database.
14. Any Electronic Message sent by CIS to the relevant Registered Account through CIS Third-Party Official Account for provision of relevant customer service and/or data analysis shall be deemed to have been received by the Customer when CIS sent such Electronic Message.
15. The Customer or any other person receiving any Electronic Message shall not regard any information or communication in the CIS Official Account Service as an offer or solicitation to subscribe for any product or service to any person in any jurisdiction where it would be unlawful to make such offer or solicitation to such person.

Security matters

16. The Customer agrees that the CIS Official Account Service is provided to the Customer only for its sole and exclusive use, and the Customer shall not allow any unauthorized person to obtain or use the CIS Official Account Service.
17. The Customer is responsible for taking appropriate measures to monitor and control the use of CIS Official Account Service and to take appropriate security measures to prevent unauthorized persons from using CIS Official Account Service or using CIS Official Account Service for unauthorized purposes.
18. The Customer is responsible for the security of Electronic Device and Registered Account.
19. The Customer shall ensure that the Electronic Device has not been



用。

客戶資料的使用

20. 客戶同意及授權順安將登記帳戶及客戶之所有資料與順安之任何帳戶、系統、供應商等進行連接及保存，並使用所有該等資料向客戶提供相關的客戶服務及進行數據分析。

其他確認、保證及承諾

21. 客戶須在順安要求時簽訂、提供及執行順安認為在向客戶提供順安官號服務方面屬必需或適當的有關文件、資料及行動。
22. 客戶確認服務提供者及任何支援順安官號服務的第三方並非順安的代理，亦非順安的代表。順安與該等服務提供者及第三方並無任何合夥或合營關係。在任何情況下，順安毋須為該等服務提供者及第三方的任何行為或失誤承擔任何責任或義務。
23. 客戶確認並同意服務提供者或任何支援順安官號服務的第三方可能會取得任何透過順安官號服務傳送的資料。
24. 客戶確認並同意自行負責任何服務提供者或任何支援順安官號服務的第三方所施加的條款，並受其約束。順安毋須就客戶違反該等條款負上任何責任。
25. 客戶確認電子裝置必須已被適當地裝上由服務提供者提供的應用程式及成功連接上順安三方官號，並有適當的網上或 Wi-Fi 連線，才可能使用順安官號服務。

費用

26. 順安可不時透過向客戶發出預先通知，就順安提供之順安官號服務收取任何費用或收費，或增加或更改任何該等費用或收費。各項費用及收費詳情可於其官方網站 (<https://cisgroup.hk>) 查閱。
27. 客戶須承擔服務提供者或任何第三方就順安官號服務而收取有關登記帳戶或電子裝置（包括數據使用）有關的任何費用、收費或支出（如有）。

法律責任限制

28. 如順安可證明已將電子訊息發送予服務提供者，則對於客戶由於沒有準確地收到電子訊息或沒有收到電子訊息所遭受的損失，順安概不負責。
29. 如客戶沒有遵守本條款中任何條文的規定，順安概不就在本條款下任何未經授權的機密資料之洩露或任何未經授權的交易負責。
30. 順安概不就以下事項所導致或有關的後果向客戶或任何其他人士承擔任何責任或義務（除非該等事項是由於順安的嚴重疏忽或故意失責單獨及直接所致）：
- 30.1. 因任何理由而在提供順安官號服務時出現的任何干擾、中斷、延誤、損失、毀壞或其他故障；
- 30.2. 與順安官號服務有關的任何機械故障、電力故障、失靈或裝置問題；或
- 30.3. 服務提供者或任何第三方的作為或不作為而引致的與順安官號服務有關的任何損失。

modified or used without authorization.

Use of the Customer's data

20. The Customer agrees and authorizes CIS to connect and store the Registered Account and all information of the Customer with any account, system, supplier, etc. of CIS, and to use all such information to provide relevant customer service and data analysis to the Customer.

Other confirmations, warranties and undertakings

21. The Customer shall sign, provide and execute such documents, information and actions as CIS deems necessary or appropriate in providing CIS Official Account Service to the Customer upon request by CIS.
22. The Customer acknowledges that the Service Provider and any third party supporting CIS Official Account Service are not agents of or representatives of CIS. CIS has no partnership or joint venture relationship with these service providers and third parties. In no event shall CIS accept any responsibility or liability for any acts or omissions of such service providers and third parties.
23. The Customer acknowledges and agrees that Service Provider or any third party supporting CIS Official Account Service may obtain any information transmitted through CIS Official Account Service.
24. The Customer acknowledges and agrees that the Customer is solely responsible for and bound by the terms imposed by any Service Provider or any third party supporting CIS Official Account Service. CIS shall not be liable for any breach by the Customer of such terms.
25. The Customer acknowledges that Electronic Device must be properly installed with the APP provided by the Service Provider and successfully connected to CIS Third-Party Official Account, and has an appropriate Internet or Wi-Fi connection before using the CIS Official Account Service.

Fees

26. CIS may from time to time impose any fees or charges in respect of the CIS Official Account Service provided by CIS by giving prior notice to the Customer, or add or vary any such fees or charges. Details of fees and charges can be found on its official website (<https://cisgroup.hk>).
27. The Customer shall be responsible for any fees, charges or expenses (if any) charged by the Service Provider or any third party in connection with the relevant Registered Account or Electronic Device (including data usage) in connection with the CIS Official Account Service.

Limitation of legal liabilities

28. If CIS can prove that Electronic Message has been sent to the Service Provider, CIS shall not be liable for any loss suffered by the Customer as a result of the inaccurate receipt of the Electronic Message or the failure to receive the Electronic Message.
29. If the Customer fails to comply with any provision of the Terms, CIS shall not be liable for any unauthorized disclosure of confidential information or any unauthorized transaction under the Terms.
30. CIS shall not be liable or liable to the Customer or any other person for any consequences arising out of or in connection with the following matters (unless such matters are solely and directly caused by CIS's gross negligence or willful default):
- 30.1. any interruption, interruption, delay, loss, destruction or other failure in the provision of CIS Official Account Service for any reason;
- 30.2. any mechanical failure, electrical failure, malfunction or device problem related to CIS Official Account Service; or
- 30.3. any loss in connection with CIS Official Account Service arising from the acts or omissions of Service Provider or any third party.
31. Without prejudice to Clause 30 above, CIS shall not accept any responsibility or liability for any data not transmitted or delayed to the



31. 在無損上文第 30 條下，順安毋須就任何資料沒有被傳送或被延遲傳送至客戶，或資料有任何錯誤或失誤，承擔任何責任或義務。特別是對於順安無法合理控制的情況所產生的後果，順安均不承擔任何責任或義務。
32. 順安概不對客戶因客戶使用順安官號服務而導致客戶的資料、軟件、電子裝置、電訊設備或其他設備有任何損失或損壞負責，除非該等損失或損壞乃由於順安的嚴重疏忽或故意失責單獨及直接所導致。
33. 客戶承諾就因順安同意向客戶提供順安官號服務而可能導致，或順安可能蒙受或招致的一切法律行動、申索、要求、責任、損失、損害、費用及支出（不論任何性質），作出彌償。
34. 客戶須自行負責核實任何經由順安官號服務所接收的資料。順安概不對客戶或任何其他人士因依賴任何該等資料負責（不論是侵權行為責任、合約責任或其他方面）。
32. CIS shall not be liable for any loss or damage to the Customer's information, software, electronic devices, telecommunications equipment or other equipment arising out of the Customer's use of CIS Official Account Service, unless such loss or damage is caused solely or directly by CIS's gross negligence or willful default.
33. The Customer undertakes to indemnify and hold CIS harmless from and against all actions, claims, demands, liabilities, losses, damages, costs and expenses (of whatever nature) that may be incurred or incurred by CIS as a result of CIS's agreement to provide CIS Official Account Service to the Customer.
34. The Customer is responsible for verifying any information received through the CIS Official Account Service. CIS shall not be liable to the Customer or any other person for any reliance on any such information (whether in tort, contract or otherwise).

修改條款

35. 順安可在任何時間，修改本條款內的任何條文，並通過其官網（<https://cisgroup.hk>）予以公佈。

轉讓

36. 順安可隨時向任何人士轉讓或轉移順安在本條款下的任何或全部權利及義務，毋須經客戶同意。除非經順安事先書面同意，否則客戶不得向任何人士轉讓或轉移客戶在本條款下的任何權利及義務。

可分割性及不一致性

37. 若本條款之任何條文在任何司法管轄區是或變成不合法、無效或無法強制執行，並不影響：
- 37.1. 本條款之其他任何條文在該司法管轄區的有效性或可強制執行性；或
- 37.2. 該條文或本條款之其他任何條文在其他司法管轄區的有效性或可強制執行性。

第三者權利

38. 除順安及客戶外，任何人均無權根據《合約（第三者權利）條例》強制執行本條款的任何條款或享有任何本條款中的利益。

管限法律及司法管轄權

39. 本條款受香港法律管轄及按其解釋，及各方接受香港法院之非專屬管轄權。

中文版本

40. 本條款的中、英文版本若出現任何相互抵觸，以中文版為準。

Modification of the Terms

35. CIS may amend any provision of the Terms at any time and publish it on its official website (<https://cisgroup.hk>).

Assignment

36. CIS may assign or transfer any or all of CIS's rights and obligations under the Terms to any person at any time without the consent of the Customer. Unless agreed in advance in writing, the Customer may not assign or transfer any of the Customer's rights and obligations under the Terms to any person.

Severability and inconsistency

37. If any provision of the Terms is or becomes illegal, invalid or unenforceable in any jurisdiction, it shall not affect:
- 37.1. the validity or enforceability of any other provision of the Terms in such jurisdiction; or
- 37.2. the validity or enforceability of that provision or any other provision of the Terms in any other jurisdiction.

Third party rights

38. No person other than CIS and the Customer shall have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy any benefit of any of the Terms.

Governing law and jurisdiction

39. The Terms shall be governed by and construed in accordance with the laws of Hong Kong, and the parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

Chinese version

40. In the event of any conflict between the English and Chinese versions of the Terms, the Chinese version shall prevail.

