

World Account Asia

Terms and Conditions 條款與條件

For convenience, this Agreement has been produced in both English and Chinese. The English version is the original language and the Chinese version is a translation for information purposes only. In case of conflict, the English version will prevail. Capitalised terms that are not otherwise defined in the text of this Agreement take their meanings from the paragraph titled "Definitions" which appears after clause 23.

1. About Us and Our Service

- 1.1. World First Asia Limited ("WorldFirst") is regulated as a Money Services Operator (**MSO**) by the Hong Kong Customs and Excise Department. You can check our registration by visiting the MSO licencing website at <https://eservices.customs.gov.hk/MSOS/wsrh/001s1>.
- 1.2. This Agreement sets out the terms governing the services provided by WorldFirst to you and your use of your World Account. These terms and conditions together with our Privacy Policy, Terms of Use and any other terms and conditions referred to therein, constitute the legal relationship between you and us.
- 1.3. We may, in our sole discretion, amend, revise or update this Agreement and any additional or supplementary terms that may apply. We will always let you know through our website or via other means if we make any changes to this Agreement. We recommend you keep a copy of this Agreement for your records. You can however always access the latest version by visiting <https://www.worldfirst.com.cn/static/policy/world-account-asia>. Your continued use of the World Account services after any changes to the Agreement shall constitute your consent to such changes.
- 1.4. The services to be provided by WorldFirst under this Agreement shall be offered at WorldFirst's sole discretion. WorldFirst reserves the right, at its sole discretion, to offer, modify, suspend or terminate any or all of the services provided to you under this Agreement at any time without penalty.

2. Applying for a World Account

- 2.1. In order to open a World Account, WorldFirst requires:
 - a) you to complete our Application Form (online or paper based document);
 - b) confirmation of your acceptance of this Agreement, the Terms of Use and our Privacy Policy in a form acceptable to us; and
 - c) receipt of any information and/or documentation requested by us to ensure we meet our Compliance Obligations.
- 2.2. During the application process, you may be subject to WorldFirst SG's Know Your Customer ("KYC") process (including Customer Due Diligence ("CDD")) and approval policies in place at the time of your application. As part of the registration process, you will need to accept this Agreement and other WorldFirst policies that will be included in the registration process. Depending on the types of services you register for, you may be asked to provide additional information or documents or to accept additional or supplementary terms and conditions covering such services. You represent and warrant that all information provided by you to WorldFirst during the application process and any time thereafter is and will be complete, truthful and accurate. You represent and warrant that any person who completes the Application Form and confirms the acceptance of this Agreement, the Terms of Use and our Privacy

Policy is duly authorised by you to apply for a World Account with us.

- 2.3. You shall immediately notify us and provide copies of and access to any relevant information about any of the following matters at the point of account registration as well as throughout the course of this relationship, or when reasonably requested by us:
 - a) if you are authorized to issue bearer shares;
 - b) if you have issued and maintain any bearer shares;
 - c) in the event that there are any changes in legal and/or beneficial ownership of any bearer shares issued by you; and
 - d) in the event that any new bearer shares are issued by you.
- 2.4. On our acceptance of you as a customer, we will send you a notification informing you that your World Account is open and ready to use.
- 2.5. If you do not use your World Account for a period of 12 months or more we may suspend or terminate services for your account. We may also require you to provide such documentation and information that we may reasonably request to assist us in meeting our Compliance Obligations and you may need to re-apply to open a World Account.
- 2.6. The World Account is registered to the person or legal entity recorded with WorldFirst as the account holder, and any money held is held for the benefit of the registered account holder. You, as the registered account holder, may not assign your World Account, or any right that you may have in relation to the World Account (including the money held), to third parties or grant third parties any legal or equitable interest over it.
- 2.7. By opening a World Account, you represent and warrant to us that your opening of a World Account does not violate any Applicable Laws or regulations applicable to you and you shall indemnify us against any and all losses we incur in connection with your breach of this clause.
- 2.8. We reserve the right to decline to open a World Account for any reason and without specifying a reason to you.
- 2.9. The World Account is provided as a commercial tool to support the business activity of the registered account holder; you agree that you will not use your World Account for personal, family or household purposes or for any purposes in relation to the business activity of any third party or in any manner in violation of any Applicable Laws applicable to you (including laws relating to foreign exchange controls and export control). You represent to us that when you use our services you are not a Consumer. Should WorldFirst determine, in its reasonable opinion, that you are using your World Account for personal, family or household purposes or for any purposes related to the business activities of any third party, or in any manner in violation of any Applicable Laws applicable to you (including laws relating to foreign exchange controls and export controls), WorldFirst may, and you agree that WorldFirst may, immediately suspend access to your World Account.
- 2.10. If you are an individual, you must be 18 years or older to open and use the World Account service.
- 2.11. We may require you to provide us with additional information and documents from time to time prior to using the World Account. Such additional information might include documents allowing us to verify the source of the funds and underlying source transactions, including but not limited to invoices for services delivered for which you are being paid, and payment confirmation from the entity sending the funds. We may request additional information to enable us to comply

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with any Applicable Laws and our Compliance Obligations. Such information will be used in conjunction with other information we have in connection with your use of the World Account. Failure to provide such requested information may result in us denying your use of the World Account. All information you provide us must be accurate and complete. If we cannot verify that this information is accurate, we may deny your use of the World Account, or terminate your use of the World Account.

2.12 Without prejudice to clause 3 below, where you also enter into an agreement with WorldFirst SG in relation to the provision of forwards and other related services by WorldFirst SG:

- a) **Where you are a sole proprietor:** you understand and accept, and consent to the fact, that we may collect, use and disclose information (including personal information) you provide to WorldFirst to WorldFirst SG for the purposes of enabling WorldFirst SG to (i) provide the forwards and related services, and (ii) comply with Applicable Law (including KYC/CDD requirements), as well as for us to use and disclose that information to comply with our regulatory obligations under Applicable Law (including KYC/CDD requirements). You can withdraw your consent at any time, and you understand and accept that if you withdraw your consent, we may not be in a position to continue providing you with the World Account. We are committed to protect your privacy rights under Applicable Law (including the PDPO), and more information on how we process any personal information you provide to us can be found in our Privacy Policy;
- b) **Where you are a corporation or partnership:** You acknowledge and agree that it is necessary for us to disclose the information you provide to WorldFirst to WorldFirst SG to enable WorldFirst SG to (i) provide the forwards and other related services, and (ii) comply with Applicable Law (including KYC/CDD requirements).

2.13 In addition, we reserve the right to, without your consent, reverse any transaction completed through your World Account if we have reasonable grounds to believe such transactions were undertaken in breach of any terms and conditions contained herein and/or if consummation of the transactions would lead to any non-compliance with Applicable Laws by WorldFirst.

3. Personal Data and World Account Security

- 3.1 By asking us to provide you with services under this Agreement, you will be providing us with information which includes information that may be personal data within the meaning of the Personal Data (Privacy) Ordinance ("PDPO") which we as a data controller, collect, store and process in accordance with the principles of the Regulation.
- 3.2 We will use your personal information to allow us to provide you with our services in accordance with our Privacy Policy (<https://www.worldfirst.com/en-hk/disclaimer-policies/privacy/>).
- 3.3 If you provide us with personal information relating to another person, including but not limited to any Authorised Users, beneficiaries, directors, and beneficial owners of corporate entities, you must get consent from that person(s) for you to share such information in accordance with this Agreement and our Privacy Policy.
- 3.4 Any telephone conversations we have with you may be monitored and recorded by us and we may maintain records of emails sent

by or to you. You agree that we may use telephone recordings and any transcripts or email records for training and quality control purposes or to resolve any disputes and in the prevention and detection of crime.

- 3.5 You must provide us with all relevant information we require in order to provide you with the services contemplated by this Agreement and ensure that you inform us promptly of any changes to such information.
- 3.6 You understand and acknowledge that we may share your know-your-client and/or know-your business information (including name, telephone number, email, bank account information and data relating to any ultimate beneficial owners) with Alipay.com Co., Ltd ("Alipay.com") or WorldFirst SG to obtain risk information and rating analysis relating to any activities you may have with Alipay.com or WorldFirst SG, for purposes of risk controls, fraud detection and prevention, and compliance with our anti-money laundering and other legal and regulatory obligations. Where you obtain foreign exchange settlement service via Alipay.com, or forwards and related services from WorldFirst SG, we may also share your transaction data with Alipay.com or WorldFirst SG for the aforesaid purposes.

4. Your World Account

- 4.1 Your World Account enables you to send and receive payments.
- 4.2 All funds in your World Account must relate to a payment. All funds into your World Account must be received from a third party or an approved online marketplace (contact us for more information or to check a marketplace is approved). These funds must be paid out to a beneficiary and/or a bank account in your name. You agree that you will not deposit your own funds into your World Account, unless such deposit is made in accordance with our applicable policies and procedures governing such deposits.
- 4.3 In the event that any funds in your World Account have not been paid out within 90 days, WorldFirst will transfer such funds to an account in your name or return such funds to the source of payment. WorldFirst reserves the right to charge a fee for any returned payments and is not responsible for any losses incurred during the return process.
- 4.4 Transfers between currency accounts in your World Account are Foreign Exchange Transactions to convert one currency to another where clauses 7 to 9 would apply and are not payments.
- 4.5 WorldFirst may suspend access to, disable or place limits on your World Account without prior notice to you should we have reason to believe that your World Account is being used in, has been used in or has been associated with, any fraud or attempted fraud or if WorldFirst believes your World Account has been compromised or used in any way which is contrary to these terms and conditions (including but not limited to if we reasonably suspect that you are in breach of this Agreement) or for the prevention of financial crime. Under such circumstances, we will not be liable to you if we delay or refuse to carry out an Instruction. In the event that we suspend your account we will contact you using the contact details, including telephone and/or email, that we have for you and which WorldFirst reasonably believes to be secure, unless we determine that we are prohibited from doing so pursuant to Applicable Laws.
- 4.6 When you transfer funds to WorldFirst full ownership and title to these funds transfers to WorldFirst absolutely.
- 4.7 We shall not pay interest on funds held by us for you and we may retain, for our own benefit, any interest, which accrues from funds held in any WorldFirst accounts including a World Account(s).

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48. You should not, under any circumstances, deposit physical cash (coins and notes), cheques or banker's drafts into any of our bank accounts and in any such case we will not release your funds or make any onward payment until we are reasonably satisfied that we have been provided with documentation which identifies the source of the physical cash.

49. Whenever you pay funds to us you should always ensure that you are using the most up to date account details provided to you by us. In the event that you instruct your funds to be transferred to an incorrect account held in the name of WorldFirst, you agree that we have permission to facilitate the necessary transfers in order to move the funds to the correct account without further notice to you.

5. Sending Payments using your World Account

5.1. You can make a payment by contacting us or logging into your World Account and by doing so you are requesting WorldFirst to provide you with Payment Services and each payment Instruction will be an individual contract between you and us.

5.2. In order to make a payment you will need to have enough funds available which, corresponds to the payment you need to make, taking into account any fees or costs associated with the transaction. WorldFirst will execute your payment after it has made deduction of any amounts due to WorldFirst. If you do not have sufficient funds in the required currency, we will not execute your payment.

5.3. You will also need to provide us with the beneficiary bank details and it is your responsibility to ensure the beneficiary bank details are accurate and complete. We may require you to confirm by electronic means any beneficiary bank details provided by you. The beneficiary bank details provided by you are the details that WorldFirst will use when sending your payment(s).

5.4. WorldFirst will not be liable to you if (a) the payment is instructed later than you intended as a result of you providing incomplete beneficiary bank details or your late response in confirming electronically any Instructions, or (b) if your funds are received by the wrong beneficiary as a result of you providing incorrect beneficiary bank details. However, we will use reasonable efforts to assist you in recovery of your funds and we reserve the right to charge you a fee for our reasonable costs in doing so. As such recovery efforts are provided on a reasonable efforts basis, there is no guarantee we will be successful in recovering the respective funds as there could be circumstances beyond our control. In the event that such recovery is unsuccessful, we shall owe no liability to you.

5.5. You may cancel or alter a payment Instruction by contacting us at any time before the payment has been made by us.

5.6. If you wish to recall a payment, which was instructed by WorldFirst in accordance with your Instruction, we will make all reasonable efforts to assist you with a recall however, we will not be liable in the event that a recall is not possible or successful. Similarly, if a payment has been credited to a beneficiary's bank account we can usually only recall the payment with the consent of the beneficiary account holder. We will make all reasonable efforts to assist you with a recall however, we will not be liable in the event that a recall is not accepted or where it is not possible. We reserve the right to charge an administration fee representing our administration costs in attempting to recall each payment in addition to any direct costs incurred by WorldFirst. You will indemnify us against any claims arising as a result of this recall.

5.7. Unless a transfer between two World Accounts is in compliance

with our policies and procedures, you will not be able to send funds from your World Account directly to another World Account. WorldFirst may refuse your Instruction to make a payment if you have not satisfied your obligations under this Agreement or if we believe the payment to be unlawful. In these circumstances, we reserve the right to charge you a fee to cover our reasonable costs for rectifying any payment detail errors that led to the refusal. We are not obliged to notify you of our refusal to execute the proposed transaction where we believe that such a notification would be unlawful. We are not obliged to disclose the reason for the rejection.

5.8. If we receive a payment Instruction on or before 5.00pm on a Business Day, your payment Instruction will be deemed to have been received by us on that Business Day. If your payment Instruction is received after 5.00pm or on a day that is not a Business Day, your payment Instruction will be deemed to have been received on the next Business Day.

5.9. Although, in most cases, we are able to specify the execution time needed for the payment to reach the beneficiary bank, we cannot be responsible for any delays caused by the beneficiary bank (or their correspondent bank) in processing of the payment and so cannot guarantee that the beneficiary's bank will make the funds available to the beneficiary on the day that it receives payment.

5.10. You consent to us including your full name, address and any other details as are required to be sent to the beneficiary's bank or a Payment Service Provider to enable us to comply with our Compliance Obligations and/or to enable the beneficiary's bank or a Payment Service Provider to comply with all applicable regulations.

5.11. In some circumstances, intermediaries (such as correspondent banks) may be involved in an international payment and they or the beneficiary's financial institution or Payment Service Provider may deduct a charge or fee. We will use our reasonable efforts to avoid these charges or to otherwise ensure that such charges are disclosed to you prior to our making the payment, however where such charges cannot be avoided or anticipated, you agree that you are liable for such charges or fees. Please advise us in advance if a specific amount must arrive in the beneficiary bank account, as we may be able to calculate any undefined charges in advance. You should ensure that you clearly instruct us in respect of third party fees and charges when providing us with an Instruction to make a payment. We will not under any circumstances be liable for any direct or indirect losses that result from intermediary, correspondent or receiving bank or any other third party fees or charges.

5.12. If you have an agreement with a third party under which you have given that third party your permission to debit your World Account directly, we may accept instructions to debit your World Account directly from that third party.

5.13. WorldFirst will not be liable for any delays, charges or losses incurred due to other organisations, such as banks, financial institutions, e-commerce platforms, Payment Service Providers or other persons.

6. Receiving Payments using your World Account

6.1. When WorldFirst receives cleared funds for you, we will credit your World Account in the corresponding currency denomination. You should regularly check your transaction history and account balances. If your World Account has the functionality to receive funds from third parties, you must provide such payers with the correct unique account number. WorldFirst will not be liable for funds that are delayed or lost due to you providing an incorrect account number. However, we will use reasonable efforts to assist you in recovery of your lost funds and we reserve the right to charge you a fee for our

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reasonable costs in doing so.

62. Unless a transfer between two World Accounts is in compliance with our policies and procedures, you will not be able to receive funds to your World Account directly from another World Account.
63. WorldFirst's services to you under this Agreement do not extend to the actual purchase of any products or services under your World Account.
64. If there is a recall of funds made through automated clearing house network, WorldFirst may at any time, without notice to you use any funds in your account to return the requested sum, or to settle any liability that you owe to WorldFirst resulting from such recall, whether the liability is present or future, liquidated or unliquidated.
65. In the event that the balance of your World Account is insufficient to cover the recalled amount, you agree that WorldFirst may, at its sole discretion, impose restrictions on the way you use your World Account (including but not limited to restrictions on transfer and/or withdrawal of funds), until the amount is restored.
66. You may only receive funds into your World Account from sources approved by WorldFirst. Funds received from other sources may be declined and returned by WorldFirst to source. All costs and expenses associated with this return shall be borne by you or shall be deducted from the funds returned.
67. You should be aware that using the World Account to receive incoming funds does not necessarily mean that these transactions cannot be reversed. We reserve the right to reverse a payment in our sole discretion, including but not limited to the case of an erroneous payment, or if the payer or the payer's bank or Payment Service Provider has reversed (or is reasonably likely to reverse) a payment which was used to fund the payment to you, or should we have reason to believe that your World Account is being used in, has been used in or has been associated with, any fraud or attempted fraud or if we believe your World Account has been compromised or used in any way which is contrary to this Agreement (including but not limited to if we reasonably suspect that you are in breach of this Agreement) or for the prevention of financial crime, or any other reasons related to compliance with Applicable Laws (including Applicable Laws on anti-money laundering) or WorldFirst's risk management policies or procedures. To the extent you receive any funds in error, you agree to immediately notify WorldFirst and consent to WorldFirst reversing the transaction where necessary.
68. WorldFirst reserves the right to reject or limit payments and funds transfers to you at any time at our sole discretion. Collection capability for your World Account may be subject to restriction and payments and funds transfers to you may be rejected for any reason, including but not limited to reasons related to compliance with Applicable Laws (including Applicable Laws on anti-money laundering) or WorldFirst's risk management policies or procedures. When rejecting a payment or funds transfer to you, WorldFirst will be under no obligation to disclose the reason for the rejection.
69. Any costs and expenses associated with the declined incoming fund transfers shall be borne by you or the payer, as applicable. If an incoming fund transfer is rejected for any reason, fees may be charged by the bank, financial institution or Payment Service Provider making the payment or fund transfer. You are solely responsible for any fees incurred in connection with payments or fund transfers that are rejected.

7. Booking Foreign Exchange Transactions on the Platform on

which the World Account is Hosted

- 7.1. You may book the following types of Foreign Exchange Transactions on the platform on which the World Account is hosted:
 - a) Spot Transactions; and
 - b) Forward Transactions, provided only if you have entered into a separate agreement with WorldFirst SG in relation to the provision of forwards and other related services by WorldFirst SG. If you have not entered into such agreement with WorldFirst SG, you may not book Forward Transactions through the platform on which the World Account is hosted. All of your Instructions in relation to a Forward Transaction initiated on the platform on which the World Account is hosted are transmitted directly to WorldFirst SG, without any involvement from WorldFirst. WorldFirst is not a party to any such agreement entered into between yourself and WorldFirst SG.
- 7.2. You shall address all queries and resolve any disputes regarding this Agreement or Spot Transactions with WorldFirst in accordance with clauses 12.1 and 20 of this Agreement. You shall address all queries and resolve any disputes regarding such agreement or Forward Transactions with WorldFirst SG in accordance with the terms entered into between you and WorldFirst SG in relation to the Forward Transactions.
- 7.3. WorldFirst does not support Foreign Exchange Transactions entered into for investment or speculative purposes such as trying to profit from fluctuations in foreign exchange rates and you must tell us if that is your intention. We may, without further notice to you, decline to deal with you and/or suspend access to or terminate services for your World Account if we have reason to believe that you are using any Foreign Exchange Transaction for investment or speculative purposes.
- 7.4. For the avoidance of doubt, WorldFirst is not a party to any Forward Transaction. You further acknowledge and agree that WorldFirst is not dealing in any capital markets products (which includes Forward Transactions) with you, and does not hold itself out as doing so.
- 7.5. WorldFirst may, from time to time in our sole discretion, allow you (acting by yourself or through any Validly Authorised Third Party) to subject all or any part of your funds in your World Account to a "Hold", for the purposes of securing any present and future obligations and liabilities (whether actual or contingent) that you owe or may owe to a third party ("**Entitled Third Party**"), and for such time as needed to secure such obligation and/or liability. This includes (but is not limited to) any initial margin or collateral that is to be paid to WorldFirst SG under any Forward Transaction.
- 7.6. When you (acting by yourself or through any Validly Authorised Third Party) provide an Instruction to us to subject the funds in your World Account to a Hold, we will reflect such amount as a separate balance in your World Account. You will not be able to execute any transaction in respect of funds subject to a Hold, except to the Entitled Third Party for the sole purpose of discharging the obligation or liability that you owe to the Entitled Third Party for which you have initiated the Hold. For the avoidance of doubt, you hereby authorise WorldFirst to accept any Instruction from a Validly Authorised Third Party to transfer funds in your World Account which are subject to a Hold to any Entitled Third Party.
- 7.7. For the avoidance of doubt, funds in your World Account which are subject to a Hold are received and held by WorldFirst on your account, and not on the account of the Entitled Third Party.
- 7.8. WorldFirst's role in relation to any Forward Transaction provided by WorldFirst SG to you is limited to acting on any Instruction provided by WorldFirst SG in respect of the funds in your World Account in

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connection with a Forward Transaction. This includes but is not limited to Instructions to WorldFirst to (i) debit and/or credit your relevant currency balance in your World Account to settle your liability on any Forward Transaction you have concluded, (ii) debit and/or credit your relevant currency balance in your World Account in the event of a Close Out or amendment to any existing Forward Transaction, and (iii) initiate a Hold of funds in your World Account, which will serve as “margin” or “collateral” when you are required to pay initial margin and/or need to satisfy a margin call to WorldFirst SG in connection with a Forward Transaction.

- 7.9. You hereby request, instruct and authorise WorldFirst to receive Instructions from WorldFirst SG on your behalf and to act on the Instructions received from WorldFirst SG by (i) debiting or crediting your relevant currency balance in your World Account in such time periods and durations as stated in such Instructions, and (ii) initiating a Hold of funds in your World Account for such amounts and durations as stated in such Instructions.
- 7.10. You confirm that WorldFirst may deem such Instructions received from WorldFirst SG to be equivalent to a specific payment order provided by yourself to WorldFirst, and you authorize and consent to WorldFirst debiting and/or crediting your relevant currency balance in your World Account or initiating a Hold of funds in your World Account (as the case may be) according to the Instructions.

8. Booking Spot Transactions Using your World Account

- 8.1. Each Spot Transaction will be an individual contract between you and us. When you provide us with an Instruction to buy or sell currency, we will confirm the following terms of the transaction:
- the Sale Currency amount that you wish to convert;
 - the Purchase Currency amount which will be purchased for you;
 - the exchange rate offered; and
 - any applicable fees or transmission costs
- (collectively, the “Commercial Terms”).
- 8.2. On your acceptance of the Commercial Terms whether orally, in writing or electronically by logging into your World Account, you become legally bound to perform the Spot Transaction in accordance with those agreed Commercial Terms and we will send you a Trade Confirmation Notice itemising the Commercial Terms for your records.
- 8.3. If you believe there is an error as to the agreed Commercial Terms contained in the Trade Confirmation Notice, you must inform WorldFirst immediately. In the event that the Trade Confirmation Notice contains an actual error we will issue a replacement Trade Confirmation Notice but in all circumstances you will remain legally bound to perform the contract in accordance with the agreed terms of the Spot Transaction (which incorporate the terms and conditions of this Agreement).
- 8.4. Without prejudice to clause 4.4, where transfers between wallet currencies in your World Account are Spot Transactions, clauses 8 and 9 will apply to those transactions.
- 8.5. You must pay to us the Sale Currency in full on or before midday on the Business Day specified in the Trade Confirmation Notice. You agree that WorldFirst may deduct funds from your World Account to settle your liability on any Spot Transaction you have concluded should we not receive funds on the date specified in the Trade Confirmation Notice for a particular Spot Transaction.

- 8.6. Any payment to us in a currency other than the agreed Sale Currency will be converted at a conversion rate agreed with you at that time. Please note that other costs, including taxes, which are not paid via us or imposed by us, may arise.
- 8.7. WorldFirst is not obliged to accept an Instruction from you to perform a Spot Transaction and reserves the right to decline to enter into a specific Spot Transaction with you.
- 8.8. We will enter into all Spot Transactions as principal and we shall have no responsibility to any other person other than you, the registered account holder of the World Account.
- 8.9. If you notify us that you want to alter any of the Commercial Terms of an existing Spot Transaction, we may agree to such amendments that are reasonable given the market conditions at our sole discretion. We reserve the right to charge a Spread and an administration fee representing administration costs involved.

9. Cancelling Spot Transactions

- 9.1. When you enter into a Spot Transaction with WorldFirst, WorldFirst enters into a matching transaction with its banking counterparty. This means that if WorldFirst cancels a Spot Transaction with you it also has to cancel the matching transaction it has booked with its counterparty bank. A cancellation of a Spot Transaction is referred to as a “Close Out”.
- 9.2. If WorldFirst cancels a Spot Transaction it has booked with you, WorldFirst will Close Out the Spot Transaction and may add a Spread, in line with the Spread added to your Spot Transaction when it was concluded. You will also be liable for any loss WorldFirst incurs in Closing Out its matching transaction with its counterparty bank. In addition:
- if any gain in excess of the Spread is realised when Closing Out the Spot Transactions and the Close Out is not a result of you failing to perform any of your obligations under this Agreement then such gain will be paid over to you; and
 - WorldFirst reserves the right to charge interest at a rate of interest of HIBOR plus 2% on any outstanding amount due from you on a daily basis between the date of Close Out and the date of payment to WorldFirst.
- 9.3. You agree we may treat your death, any threat of legal action against you or an Insolvency Event as a Cancellation Event, which will give WorldFirst the right to Close Out your Spot Transaction(s).
- 9.4. In the event WorldFirst Closes Out a Spot Transaction for any reason outlined in this Agreement, and it transpires that the matching transaction with WorldFirst’s banking counterparty was aggregated then the loss or gain resulting from the Close Out of WorldFirst’s matching transaction will be determined by applying the closing rate of HIBOR plus 2% on the day you concluded the Spot Transaction with WorldFirst.

10. Fees and Costs

- 10.1. WorldFirst does not charge a monthly account or subscription fee for having a World Account; nevertheless, the cost of the World Account service will be subject to the Fair Usage Policy communicated to you by WorldFirst from time to time.
- 10.2. When you sign up for a World Account, you are provided with information relating to foreign exchange costs and payment fees that you will incur when using your World Account. We advise that you retain this information for your records. From time to time, WorldFirst

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may update foreign exchange costs and payment fees and will notify you of any such change. For further information on foreign exchange costs, payment fees and WorldFirst's Fair Usage Policy please contact us using any of the contact methods outlined in the clause below titled 'Getting in Touch' (clause 12).

11. Prohibited Transactions

11.1. As mentioned in clause 2, the World Account is provided as a commercial tool to support businesses only and there are selected types of business activities that WorldFirst is not able to support. Furthermore, there are jurisdictions in which WorldFirst is not permitted to operate. Please regularly refer to the Terms of Use for further information on transactions that WorldFirst is not able to assist you with.

11.2. WorldFirst will not be liable to you in the event we refuse a transaction falling within a category detailed in the Terms of Use.

12. Getting in Touch

12.1. You can contact us during office hours by calling at +852 3959 4800, by completing our call back request or by using any of the contact methods outlined on our website at <https://www.worldfirst.com>.

12.2. We will usually contact you using the primary email address or telephone number recorded on your World Account and may also contact you by letter using the address details you provide. By opening a World Account you agree that you have regular access to the internet and that you will check your incoming messages frequently.

12.3. Any communication or notice sent to you by email on a Business Day will be deemed to have been received by you on the same Business Day.

13. Authorised Users

13.1. Subject to your account having this functionality, you may be able to add Authorised Users to, and remove Authorised Users, from your World Account by logging on to your World Account and following relevant instructions. Only the primary account user can add or remove Authorised Users and we may request you satisfy security processes before facilitating your request.

13.2. Once an Authorised User is added to your World Account, you are deemed to have approved WorldFirst to act on Instructions provided by such Authorised User.

14. Authority and Legal Restrictions

14.1. You represent and warrant to us that:

- a) execution and delivery by you of this Agreement, and performance of all of your obligations contemplated under this Agreement, do not violate any Applicable Laws and you have full authority to enter into this Agreement;
- b) all information provided or will be provided by you is true, correct and complete in all material respects as at the date of this Agreement or, if provided after the date of this Agreement, as at the date on which the information is provided and that you will notify us promptly of any changes

to such information;

c) neither the information provided by you nor the conduct of you or your Authorised Users in relation to the transactions contemplated by this Agreement, was or is misleading, by omission or otherwise; and

d) you shall make on-going disclosure to us of any matters that may affect the operation of this Agreement or of your ability to perform your obligations under this Agreement including any circumstances affecting your solvency.

14.2. In order to comply with our Compliance Obligations, we may need to request information or documentation from you, an Authorised User or a beneficiary from time to time and you agree to provide this information within a reasonable period from us requesting it. WorldFirst shall keep proper and accurate records of all transactions with you, and provide such information and records to our Payment Service Providers (including the banks we engage to provide services to you) upon the Payment Service Provider's request. WorldFirst will not be liable for any loss, direct or indirect, incurred due to your failure to respond to our requests. WorldFirst may, and you agree that WorldFirst may, immediately suspend access to your World Account should you not provide requested information or documentation within a reasonable time upon our request.

14.3. We will use your details to contact you and you must tell us promptly if your email, telephone number, address or any other material information changes.

14.4. If directed by an Authority, WorldFirst may be required to withhold funds held for you and WorldFirst shall not be liable to you for any direct or indirect loss incurred as a result.

14.5. If we receive a complaint and supporting materials (such as purchase records or a temporary restraining order issued by a court) from a third party right holder alleging intellectual property infringement against you, we may, in our sole discretion, terminate, suspend or limit your use of services provided by WorldFirst or access to funds in your World Account. The restraints we may put on your World Account include but are not limited to freezing all or part of the funds in your World Account. The restraints may remain in place until you fully resolve the disputes with the third party complainant.

14.6. You acknowledge and agree that:

a) we do not verify nor guarantee the accuracy, authenticity, reliability, appropriateness, or completeness of any and all information and data made available to you through the World Account services (including but not limited to, where applicable, foreign exchange rates);

b) any information or data obtained by you from us through the World Account services shall be used by you at your own risk and independent judgment, all risk associated with the use of, or reliance on, any of such information and data accessed through the World Account services rests with you; and

c) we shall not be responsible or liable in any way, directly or indirectly, for any losses, damages or consequences of any kind arising from or in connection with your use of or reliance on, any information and data accessed through the World Account services.

15. Termination and World Account Closure

15.1. This Agreement shall continue until terminated in accordance with this clause.

15.2. WorldFirst may terminate this Agreement by giving you no less than 1 month prior notice and you can terminate this Agreement

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immediately at any time. On the Termination Date, your World Account shall be terminated.

15.3 Termination by either you or us shall not affect an existing Spot Transaction entered into prior to the Termination Date or a payment Instruction provided prior to the Termination Date and such outstanding obligations shall still be enforceable.

15.4 Any sums owed by you to us under this Agreement shall become immediately due and payable on the Termination Date. WorldFirst may deduct such sums from your World Account to settle such liability, or in the event that your World Account is terminated, you shall pay such sums into a bank account nominated by us as soon as is reasonably practicable (and no later than five (5) Business Days) after the Termination Date.

15.5 In the event WorldFirst becomes aware of, or has reason to believe that, any of the events specified below have occurred then WorldFirst may in its sole discretion, terminate this Agreement immediately by written notice to you and we shall be relieved of any future obligations set out in this Agreement including any obligations arising out of any Spot Transactions entered into prior to the Termination Date:

- a) you fail to provide us with material information when requested or required or provide false or misleading information to us;
- b) you fail to settle outstanding funds owing to us;
- c) you are or were at any time involved in or assisting in money laundering or terrorist financing, or otherwise fail to meet any verification checks required by Applicable Laws;
- d) you are being officially investigated by law enforcement and/or regulatory agencies;
- e) you have materially breached the terms of this Agreement;
- f) an Insolvency Event has occurred; or
- g) termination of this Agreement is required by the order of any court or competent regulator or otherwise by operation of Applicable Laws.

16. Online Services

16.1 When activating any WorldFirst online services, and before being granted access, you will be required to set up your unique Security Credentials. Security Credentials will include without limitation a username, password, items of memorable information and any other security requirements we may require from time to time.

16.2 If your World Account supports multiple Authorised Users, each of your Authorised User(s) will be required to have separate Security Credentials and you should not, under any circumstances, share your Security Credentials with anyone, even Authorised Users, or allow someone else to access your World Account using your Security Credentials.

16.3 Whenever your World Account online is accessed using your unique Security Credentials, it authorises WorldFirst to act on any submitted Instruction including an Instruction(s) to transfer funds out of your World Account.

16.4 You must inform us immediately by telephoning us should you suspect or discover that someone else knows your Security Credentials or you believe that your security details may have been misused. If your security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us

without delay. If your security details have been used to access any Online Services and we have not received notification of any unauthorised use from you, then we will act on any Instruction we receive.

16.5 We may suspend the ability for you to access your World Account online if we reasonably believe it necessary to prevent fraud or for security reasons. We may also request you to change or update your Security Credentials at any time and you agree to change or update your Security Credentials should we request you to do so.

16.6 It is your responsibility to maintain and ensure compatibility of your own equipment. You are also responsible for ensuring that your equipment is free from viruses and other malware. WorldFirst recommends that you make use of anti-virus software, anti-spyware software and a personal firewall for security purposes.

16.7 You should never access your World Account from any computer or mobile device connected to a public internet access device and you should access your World Account by using the URL: www.worldfirst.com rather than following a link in an email.

16.8 WorldFirst shall use reasonable commercial endeavours to keep online services free from viruses and corrupt files but cannot guarantee that they will be free from infection by viruses or anything else with contaminating or destructive properties. You must not misuse any of the online services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. WorldFirst shall not be liable to you for any loss or damage caused to your software, equipment or data owing to your use of any WorldFirst online services.

16.9 You must not attempt to gain unauthorised access to any online services or any server, computer or database connected to our online services. You must not attack our systems via a denial-of-service attack or a distributed denial-of-service attack and by doing so, you would be committing a criminal offence, which we may report to relevant law enforcement Authorities, and we will fully co-operate with them, which will include us providing law enforcement Authorities with information on your identity.

16.10 We are not able to guarantee that your access to any of the WorldFirst online services will be uninterrupted, continuous or error free and we shall not be liable to you if you are not able to access our online services.

16.11 Our online services use a very high level of encryption and the use of such encryption may be illegal in some countries. You should ensure that you do not knowingly use any of our online services if local law does not permit it.

17. Liability

17.1 Provided that the procedures set out in this Agreement are followed by us, we are entitled to act on your Instructions or on the Instructions of an Authorised User, and you agree to indemnify us for all losses arising from our doing so.

17.2 You agree to indemnify WorldFirst from any losses it may incur resulting from any errors made by you or an Authorised User unless such error arises due to our negligence, wilful default or fraud.

17.3 If you fail to perform any of your obligations under this Agreement we may Close Out any Spot Transaction we have booked with you without further notice to you and off-set any funds held for you (whether received from you or a third party on your behalf) against any amounts due to us to cover all losses we have incurred as a result.

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- 17.4. You must contact us immediately by telephone if you become aware of any unauthorised or incorrectly executed transactions. We encourage you to check your transaction history regularly. If you fail to bring an unauthorised or incorrectly executed transaction to our attention within 120 days from the date of the transaction, we will cease to be liable to you.
- 17.5. In the case of a transaction that was unauthorised or incorrectly executed owing to an error made by WorldFirst, WorldFirst shall restore/refund payments made in relation to such unauthorised or erroneous transactions and any associated fees but beyond this, WorldFirst will have no further liability to you.
- 17.6. WorldFirst may not be liable to you or be required to restore/refund payments made in relation to such unauthorised or erroneous transactions and any associated fees should:
 - a) such unauthorised transaction have arisen as a result of you failing to keep your security keys, passwords or unique identifiers safe;
 - b) you fail to notify us of any loss of your security keys, passwords or unique identifiers after you become aware;
 - c) such unauthorised or incorrectly executed transaction are caused intentionally by you or as a result of your gross negligence;
 - d) you fail to notify us as detailed under clause 17.4; or
 - e) the receiving bank (i.e. the bank of your payment beneficiary) fails to process the payment correctly.
- 17.7. WorldFirst will make reasonable efforts to assist with tracing and recalling any unauthorised or incorrectly executed payments.
- 17.8. Subject to clause 17.9, WorldFirst's total aggregate liability, including claims, expenses, damages or indemnity obligations under or in connection this Agreement, will not exceed USD 500,000. To the extent permitted by law, you hereby waive any and all rights to bring any claim or action under this Agreement beyond one (1) year from the first occurrence of the act, event, condition or omission on which such claim or action is based.
- 17.9. WorldFirst shall not be liable to you for:
 - a) any loss of profit, business opportunity or reputation; or
 - b) any action for damages made against you by your payment beneficiary; or
 - c) any indirect or consequential losses (whether foreseeable or not).
- 17.10. Nothing in this Agreement excludes WorldFirst's liability for fraudulent misrepresentation, death or personal injury caused by its own negligence or the negligence of its employees or any other liability which WorldFirst owes to you or which cannot be excluded by law.
- 17.11. If WorldFirst is unable to perform its obligations under this Agreement because of factors beyond our control, including a change of law, an event of Force Majeure, withdrawal of a currency or the imposition of sanctions over a country or payment beneficiary or any event that would make it unlawful to perform such obligations then WorldFirst will notify you as soon as reasonably practicable and will use reasonable efforts to return any money held for you in respect of which WorldFirst has been unable to discharge such obligations.
- 17.12. In the event you enter into a Spot Transaction and it transpires that the currency involved in the transaction (Purchase Currency or

Sale Currency) is withdrawn or redenominated into another currency by the relevant Authorities, for whatsoever reason, before the Value Date you will still be bound to perform the transaction. In these circumstances, WorldFirst will use reasonable efforts to replace the withdrawn or redenominated currency by the domestic currency of the country where the funds are to be sent/received using an exchange rate determined by WorldFirst acting reasonably. WorldFirst will be entitled to recover from you all reasonable costs incurred by us in acting in accordance with this clause.

- 17.13. There is no guarantee that the World Account or the services to be provided by us will meet your requirements or expectations, or be error-free or operate without interruption or delay, provided that we will use commercially reasonable efforts to minimise any such error, interruption or delay. Accordingly, should there be any erroneous crediting of funds into your World Account, either resulting from glitches of our partners or otherwise, you agree that we are authorised, without the need for notice or consent, to reverse from your World Account, the respective amount which was erroneously credited and you shall owe such amounts to us until it is fully debited from your World Account.
 - 17.14. You agree to keep any and all information and correspondences with us related to any account matter or the subject matter of this Agreement, including but not limited to a reversal of payment, strictly confidential, except for the purpose of complying with the Applicable Laws.
- ### 18. Set-Off
- 18.1. WorldFirst may at any time, without notice to you use funds in your account to settle any liability that you owe to WorldFirst, whether the liability is present or future, liquidated or unliquidated.
 - 18.2. If the liabilities to be set off are expressed in different currencies, WorldFirst may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by WorldFirst of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
 - 18.3. WorldFirst may at any time, withhold, combine or consolidate the balance on your World Accounts maintained with us and set off or transfer any moneys (in the form of credit balance) standing to the credit of such account(s) in or towards settlement of any amount owing by you to us in connection with the World Account services or under this Agreement. The amounts owing by you (i) may be actual or contingent, present, future, or deferred, (ii) may be owing by you solely or (as applicable) jointly with any other person, and (iii) may include fees, expenses or interest.
- ### 19. Changes to this Agreement
- 19.1. Subject to Applicable Laws, we may, in our sole discretion, amend and update this Agreement and post the amended Agreement online. We shall give you notice of any material changes by sending an email to the primary email address recorded on your World Account or notifying you when you log into your World Account. The changes will come into effect immediately unless otherwise specified. Your continued use of the World Account services after any changes to the Agreement shall constitute your consent to such changes.
 - 19.2. Unless otherwise agreed by us in writing, an amendment will not affect any legal rights or obligations that may have already arisen prior to the date specified in the notice. You have the right to object to the proposed changes within the notice period, or to terminate the Agreement immediately and without charge provided you do so prior

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to the date specified in the notice.

- 19.3 Changes that make this Agreement more favourable to you shall come into effect immediately.

20. Complaints

- 20.1 If you feel that we have not met your expectations in the delivery of our services or if you think we have made a mistake, please let us know. We have internal procedures for handling complaints fairly and promptly. A copy of our complaints procedure is available upon request and on our website at <https://www.worldfirst.com/en-hk/disclaimer-policies/complaints/>.

21. Miscellaneous

- 21.1 All communications in relation to this Agreement and the services contemplated hereunder, whether orally or in writing, must be in the English or Chinese language. Where there is any inconsistency between the English and Chinese versions, the English version shall prevail.
- 21.2 This Agreement and the services contemplated hereunder are subject to all Applicable Laws, rules and regulations, including (but not limited to) AMLO, the requirements of the Hong Kong Customs and Excise Department or any other competent regulatory authority (including those authorities with jurisdiction over any account provided to you as part of your World Account). If there is a conflict between this Agreement and any Applicable Laws, the latter will prevail.
- 21.3 WorldFirst shall not provide you with any investment advice or advice such as whether to proceed or not to proceed with a transaction or in respect of timing of a transaction or the legal, regulatory, business, financial or other consequences of a transaction. All services contemplated by this Agreement are provided on an execution only basis. Any decision to transact is always your decision and we cannot be liable for any loss including loss due to exchange rate moves before or after you transact. We may provide market information at your request, but this is not provided as advice and you should not infer anything from the information. Foreign exchange conditions are very complex and volatile and as a result, we cannot accept responsibility for your decision to enter a transaction under this Agreement. Nothing in this Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it.
- 21.4 The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other part of this Agreement.
- 21.5 Nothing in this Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it and no term of this Agreement is enforceable under The Contracts (Rights of Third Parties) Ordinance (Cap. 623) by a person who is not a party to this Agreement.
- 21.6 You consent to us assigning our rights under this Agreement (including all of our rights, titles, benefits, interests, and obligations and duties in this Agreement) to an affiliate or successor in interest. You may not assign your rights under this Agreement without our prior written consent. In the event that we assign our rights in accordance with this clause, you agree to the transfer of your funds held on your World Account to the assignee.
- 21.7 You acknowledge and agree that WorldFirst provides the services

as an independent contractor. Nothing contained in this Agreement shall be construed to establish a joint venture, partnership, employment relationship, principal-agent relationship or otherwise between WorldFirst and you.

22. Rectifications

- 22.1 We may, without your consent, cancel or reverse any transactions dealt through your World Account or make any consequential adjustments to the balance in your World Account (including deductions) in circumstances where (i) there is a need to correct mistakes; and/or (ii) we have reasonable cause to take such actions; and/or (iii) there is a need to take such action under Applicable Law.

23. Jurisdiction

- 23.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The parties agree to irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

Definitions:

Whenever used in this Agreement, unless stated otherwise, the following words shall have the following meanings:

“**Agreement**” means these general terms and conditions, together with all schedules and attachments forming the Agreement, and the Application Form and shall extend to include each and every Spot Transaction and each and every payment Instruction (each as amended from time to time).

“**AMLO**” means Anti-Money Laundering and Counter-Terrorist Financing Ordinance.

“**Application Form**” means the application form that you complete and submit to us for the purpose of using our services as described in this Agreement.

“**Applicable Laws**” means any and all applicable local or foreign laws, statutes and regulations, and any and all directives, notices, guidelines codes, practice notes, circulars, policy statements, rules, ordinances, orders, requests, requirements, judgements, decrees or writs (in each case whether or not having the force of law) of any governmental, regulatory or judicial body or agency having jurisdiction over any of the parties to this Agreement or any of the subject matters of this Agreement, including, without limitation:

- a) any directives, notices, guidelines, codes, practice notes, circulars, policy statements, rules, requests or requirements (in each case whether or not having the force of law) from time to time published or issued by Hong Kong Customs and Excise Department or Hong Kong Monetary Authority, as the same may be amended, supplemented or replaced from time to time;
- b) all laws, statutes, regulations, directives, rules, directions, codes, ordinances, judgements, decrees, writs or orders enacted or issued in relation to anti-money laundering and countering the financing of terrorism;
- c) (only in respect of WorldFirst SG) the Singapore Securities and Futures Act 2001 and all subsidiary legislation, as the same as may be amended, supplemented or replaced from time to time; and
- d) any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the PRC, the Hong Kong Monetary Authority or any other relevant sanctions authorities.

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“Authorised User” is any person who you, the primary account holder, notify us in writing or email, has authority to act on your behalf.

“Authorities” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the Group.

“Business Day” means a day on which commercial banks are open for business in Hong Kong excluding Saturdays, Sundays and bank holidays.

“Cancellation Event” means a situation where we elect at our discretion to cancel a Spot Transaction under the terms of this Agreement or due to your death, threat of legal action against you or an Insolvency Event.

“Client” means the customer (or customers for a joint account) named in this Agreement, together with (if relevant) its subsidiaries, affiliates, successors and/or assignees, as well as where relevant its officers, directors, employees and agents.

“Close Out” or “Closing Out” means, in relation to a Foreign Exchange Transaction, to close out, unwind, cancel or otherwise terminate.

“Consumer” means in relation to the provisions of services under this Agreement, or commercial practices in relation to this Agreement, as defined under the Trade Descriptions Ordinance, an individual who, is acting or purporting to act, primarily for purposes that are related to the persons trade or business.

“Commercial Terms” has the meaning as described in clause 8.1 of this Agreement.

“Compliance Obligations” means obligations of the Group to comply with Applicable Laws, AMLO, international guidance, internal policies or procedures, requests and/or demands from Authorities such as reporting and/or disclosure obligations and Applicable Laws requiring us to verify the identity of our customers.

“Entitled Third Party” has the meaning given in clause 7.5.

“Fair Usage Policy” means a policy defined by WorldFirst imposing limits and/or allowances on the World Account services we provide to you.

“Force Majeure” means events or causes beyond the reasonable control of the affected party including, but not limited to: war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or any damage of machinery or systems, unless occurring as a result of an act, omission, default or negligence of the affected party.

“Foreign Exchange Transaction” means each and every foreign exchange transaction entered into between you and WorldFirst in respect of a Spot Transaction, and between you and WorldFirst SG in respect of a Forward Transaction.

“Forward Transaction” means a transaction under a contract between you and WorldFirst SG conferring the obligation, to buy or to sell a specified amount of a currency at a specified price within a predetermined point in time, where such transaction is not a Spot Transaction.

“Group” means WorldFirst and any of WorldFirst’s subsidiary or holding companies or subsidiaries of its holding companies, successors and/or assignees.

“Hong Kong” means the Hong Kong Special Administrative Region of

the People’s Republic of China.

“Hold” has the meaning given in clause 7.5.

“Instruction” means any instruction or request given by telephone, letter, email, through the WorldFirst online system, app or face-to-face by you, an Authorised User or WorldFirst SG relating to the execution of a Foreign Exchange Transaction or a Payment Service;

“Insolvency Event” means in relation to you, your subsidiaries, affiliates, successors and/or assignees, as well as your officers, directors, employees and agents:

- a) if such person dies, becomes of unsound mind, becomes insolvent, a bankruptcy petition is presented against any such person; or
- b) any steps are taken to appoint an administrator, judicial factor or similar officer to any such person or to otherwise apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or any such person grants a trust deed for creditors or takes any action with a view to the readjustment, rescheduling forgiveness or deferral of any part of any such persons’ indebtedness or any such person enters into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them (except for the purposes of a solvent reconstruction or amalgamation), or a receiver, receiver and manager, or other controller, administrator or similar officer to be appointed with respect to, or takes control of, any such person or assets and undertakings of any such person.

“Payment Services” means the execution of payment services on your behalf where such payment services are within the scope of the requirements applicable to us and for the avoidance of doubt excluding own account payments made to you or by you in connection with the performance of a Foreign Exchange Transaction.

“Payment Service Provider” means any of the following persons when they carry out payments:

- a) Money service operators licensed by the Hong Kong Customs and Excise Department;
- b) authorised payment institutions;
- c) small payment institutions;
- d) credit institutions
- e) electronic money institutions;
- f) The Post Master General;
- g) The European Central Bank and the National Central Bank of European Economic Area member states other than the United Kingdom, other than when acting in their capacity as a monetary authority or carrying out other functions of a public nature; or
- h) Government departments and local authorities, other than when carrying out functions of a public nature.

“Privacy Policy” means the policy which explains how WorldFirst uses, stores and collects information about you.

“Purchase Currency” means the currency being bought by you and sold by us.

“Sale Currency” means the currency being bought by us and sold by you.

“Settlement Date” means in relation to a Spot Transaction, the date by which the Sale Currency must have arrived in cleared funds in the bank account specified in the Trade Confirmation Notice.

“Spot Transaction” means a contract between you and WorldFirst conferring the obligation to buy or to sell a specified amount of a currency

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at a specified price within two (2) Business Days after the contract is entered into.

“**Spread**” means the difference between the exchange rate obtained by WorldFirst from its banking counterparty and the exchange rate offered to the Client.

“**Tax Authority**” means local or foreign tax, revenue or monetary Authorities.

“**Terms of Use**” means the policy which sets out specific undertakings provided by you to WorldFirst and explains restrictions that apply to the way you use your World Account. For example, the Terms of Use outlines several business activities that cannot be supported using your World Account.

“**Termination Date**” means the date on which this Agreement is deemed to come to an end and the obligations cease to be enforceable, except for those clauses that specifically state that they survive termination.

“**Trade Confirmation Notice**” means a document sent to you by us confirming the Commercial Terms of the already legally binding Spot Transaction.

“**Validly Authorised Third Party**” means any person which we may agree with you from time to time to recognise as a person who will be able to provide Instructions to us on your behalf. For this purpose, WorldFirst SG is a Validly Authorised Third Party.

“**Value Date**” means the date your Purchased Currency becomes ready for delivery.

“**WorldFirst**”, “**we**”, “**us**” or “**our**” shall mean World First Asia Limited incorporated in Hong Kong, China under registration number 1989650 and whose registered office is at 20/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong and licensed by the Customs and Excise Department as a money service operator.

“**WorldFirst SG**” shall mean World First Asia Pte. Ltd. incorporated in Singapore with UEN no. 201229924N and is licensed by the Monetary Authority of Singapore as a capital markets services licence holder for dealing in capital markets products that are over-the-counter derivatives contracts, and a major payment institution under the Singapore Payment Services Act 2019, as may be amended, supplemented, or replaced from time to time.

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Schedule

World Account Terms of Use

1. You have signed up for access to the World Account service which is subject to our approval and subject to receipt of any required or additional information throughout your use of the service. Any requested information must be provided without delay. If requested information is not provided within a reasonable timeframe we reserve the right to close / decline the service.
2. The 'World Account' may only be used for transactions directly related to your business' stated activities and not for personal, household, transactions relating to friends and family or other third party businesses (regardless of whether they hold the positions of directors or owners in common). Where your business' activities change from what you have stated to us previously, you are required to inform us of this. Failure to do so may result in account closure, delay, or a refusal to conduct future transactions.
3. You agree and warrant that you will not use your World Account for any of the following Prohibited Transactions. Should we determine, at our sole discretion, that you are using your World Account directly or indirectly in relation to any of the below Prohibited Transactions, we may immediately terminate your World Account without further notice to you (please refer to the terms and conditions for further information). This list may be updated from time to time.
 - Counterfeit & replica goods
 - Unauthorised copies of intellectual property
 - Stolen property
 - Tobacco products
 - Bitcoin or any other cryptocurrencies
 - Artefacts or fossil
 - Ethnically, racially or religiously offensive material, or any other material which may destabilize the political stability of country
 - Feudal superstition or divine related activities
 - Real estate transaction or related service
 - Unauthorized drug and associated paraphernalia
 - Anesthetic or psychotropic drug
 - Government-issued IDs, licenses
 - Products that present a high risk to consumer safety
 - Unauthorized hazardous and toxic chemicals
 - Drug chemicals and paraphernalia
 - Pornographic products or services
 - Trade of regulated or endangered animals or plants
 - Weapons, ammunition, explosives or any other military/police equipment
 - Human parts, blood or remains
 - Gambling or betting of any kind
 - Personal use such as gifts, loans or payments from friends and family
 - Financial service including financial products, insurance, crowd-funding, investment immigration, loan or collection service
 - Charity activities
 - Marketing or pyramid schemes
 - Advertising, campaign or astroturfing related service
 - Legal service
 - Medical and medical aesthetics service
 - Auction which the market price thereof is difficult to determine
 - Investment including investment in precious metal, high-value jewels, artworks, real estate or stock
 - Live streaming platform
 - Unauthorized export or re-export of original goods, service or technology which are under jurisdiction of U.S. Department of

Commerce, State Department, and Treasury Department or any other country whose laws WorldFirst SG may be subject to

- Any other industries or activities deemed to be illegal/controlled/restricted in any applicable jurisdiction to which WorldFirst or WorldFirst SG may be subject to
 - Any other industries or activities that WorldFirst deems to fall outside of its or WorldFirst SG's risk appetite that has been notified to you
- (Jointly referred to herein as "**Prohibited Transactions**")

Should you be unsure whether or not your business activities fall within any Prohibited Transactions you are advised to contact us immediately and seek clarification PRIOR to opening a new account or using your existing World Account in relation to such activity.

4. To the extent required under the Applicable Laws related to export controls and economic sanctions, you agree and warrant that you will not use your World Account to engage in transactions concerning the following sixteen categories of items or any other items controlled under the Applicable Laws related to export controls and economic sanctions:
 - Items specially designed for Military or Weapon applications
 - Semiconductors and integrated circuits
 - Computers and Electronics products and components
 - Telecommunication products and parts
 - Items designed for Information Security, Surveillance, and/or Cybersecurity Intrusions
 - Aircraft Parts/Equipment
 - Cameras
 - Antennas, GPS, Inertial Measurement Units
 - Breathing Systems, Thrusters
 - Sonar Systems
 - Underwater Communications
 - Vacuum Pumps
 - Wafer Fabrication Equipment, Test Equipment, and Wafer Substrates
 - Oil Field Equipment
 - Motor Vehicle (including car, motorcycle, truck, and etc.
 - Luxury goods
5. Where you are selling goods or services on any online marketplace and using your World Account to collect such revenues, you confirm that you have ownership of the related storefronts and all capital generated therefrom. In addition, you agree to provide details of the relevant storefront (including link(s)) to us on an ongoing basis.
6. Where you use your World Account to collect funds from payment gateways (e.g. PayPal), you must be the owner of the payment gateway account and it should only be used to receive funds relating to the ordinary business activities of the account holder (in accordance with item 2 above). We may seek supporting evidence from time to time and you agree to supply this information without delay.
7. The World Account is intended to support businesses which have cross border currency requirements and as such you agree to abide by the Fair Use Policy which will be emailed to you following your application.
8. You may not use the World Account services if you are residing, working or conducting business in any country restricted by the U.S. Office of Foreign Assets Control, or subject to sanctions imposed under Applicable Law. We may in our sole discretion decide to discontinue or restrict our services to residents of any sanctioned countries at any time and without prior notice. You agree and warrant that you will not use

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your World Account to receive funds from, or make payment, directly or indirectly to any sanctioned body.

9. We reserve the right to suspend or terminate your use of the World Account services at any time if we reasonably believe to be required to do so by Applicable Law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.
10. It is strictly forbidden to use the World Account services for any illegal purposes including but not limited to fraud, money laundering and terrorism financing. We will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using the World Account services in any attempt to abuse, exploit or circumvent any Applicable Law.
11. If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this Terms of Use or without the necessary approval from us, we reserve the right to (i) reverse the transaction; (ii) terminate or suspend your use of the World Account services or the World Account; (iii) report the transaction to the relevant law enforcement agency; and (iv) claim damages from you.
12. You confirm that you shall, at all times, adhere to applicable laws including but not limited to tax laws passed by any relevant government authority, and that you will pay, and are responsible for paying, all taxes and other government charges as are required by each jurisdiction in which you operate. You agree it is your responsibility to seek independent advice to meet your tax liabilities and any other legal responsibilities.
13. Where your World Account receives money from marketplaces or payment gateways these funds can only be from marketplaces or payment gateways that have been approved by us. Please click <https://www.worldfirst.com/uk/marketplaces/> to access the approved list.
14. By indicating your acceptance to this policy, you shall be deemed to have accepted and fully understood the Terms of Use set out above which together form part of the WorldFirst Terms and Conditions (which can be found at <https://www.worldfirst.com.cn/static/policy/world-account-asia/>). Failure to comply with any of the terms listed above may be deemed to be a material breach to your agreement with us. Should we deem any non-compliance with the terms above as a material breach to the agreement this will lead to the immediate termination of your Agreement and your rights to undertake any of our services will be immediately withdrawn.
15. Capitalised terms that are not otherwise defined in the text of this Terms of Use take their meanings from the WorldFirst Terms and Conditions mentioned above.

Should any of the above conflict with your requirements, please contact us to discuss using any of the contact methods outlined on our website which can be found at <https://www.worldfirst.com>.

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為方便起見，本協議用中英文編寫。英文版是原版，中文版是翻譯版，中文版僅供參考。如中英文版本有任何歧義，概以英文版本為準。本協議中未另行定義的術語，其意思按照第23條之後的“定義”段落中的含義解釋。

1. 關於我們和我們的服務

- 1.1. World First Asia Limited (下稱“WorldFirst”) 作為一家貨幣服務運營商 (MSO) 接受香港海關監管。您可以訪問 MSO 牌照發放網站 <https://eservices.customs.gov.hk/MSOS/wsrh/001sl>，查看我們的註冊情況。
- 1.2. 本協議的條款用於規定 WorldFirst 向您提供的服務以及您對 World Account 的使用。這些條款和條件，連同我們的隱私政策、使用條款和其中提及的任何其他條款與條件，構成了您與我們之間的法律關係。
- 1.3. 我們有權自行決定修改、修訂或更新本協議以及可能適用的任何附加或補充條款。如果我們對本協議做任何修改，我們都會通過我們的網站或其他方式通知您。我們建議您保留一份本協議，供您記錄。不過，您始終可以通過訪問 <https://www.worldfirst.com.cn/static/policy/world-account-asia/>，獲取最新版協議。您在本協議發生任何變更後繼續使用 World Account 服務，即表示您同意此類變更。
- 1.4. WorldFirst 根據本協議提供的服務應由 WorldFirst 自行決定提供。WorldFirst 保留隨時自行決定提供、修改、暫停或終止根據本協議向您提供的任何或所有服務而不受處罰的權利。

2. 申請 World Account

- 2.1. 為了開設一個 World Account，WorldFirst 要求：
 - a) 您完成申請表（可通過線上或者紙質檔完成）；
 - b) 以我們可接受的方式確認您接受本協議、使用條款和我們的隱私政策；以及
 - c) 收到我們要求的任何資訊和/或檔，確保我們滿足我們的合規義務。
- 2.2. 在申請過程中，您可能受到 WorldFirst SG 的實名認證（“KYC”）流程（包括客戶盡職調查（“CDD”））和申請時有效的審批政策的約束。作為註冊過程的一部分，您需要接受本協議以及註冊過程中包含的其他 WorldFirst 政策。根據您註冊的服務類型，您可能被要求提供附加信息或文件，或接受涵蓋此類服務的附加或補充條款和條件。您陳述並保證，您向 WorldFirst 提供的所有資訊在申請過程中是、並且在此後任何時候都將是完整、真實及準確的。您陳述並保證，填寫申請表並確認接受本協議、使用條款和我們的隱私政策的任何人均已獲得您的正式授權，向我們申請 World Account。
- 2.3. 您應在帳戶註冊時以及在此合約關係的整個過程中，或者在我們合理要求時，就有關以下任何事項的任何相關資訊立即通知我們並向我們提供相關副本和訪問權：
 - a) 如果您被授權發行不記名股票；
 - b) 如果您已發行並持有任何不記名股票；
 - c) 如果您發行的任何不記名股票的合法和/或實益所有權發生任何變化；及
 - d) 如果您發行任何新的不記名股票。
- 2.4. 如果我們接受您作為一名客戶，那麼我們將向您發送一條通知，告知您的 World Account 已經開設，並且可以使用。
- 2.5. 如果您在 12 個月或更長時間內沒有使用您的 World Account，我們可能會暫停或終止您的帳戶服務。我們還可能要求您向我們提供合理要求的檔和資訊，以說明我們履行合規義務，您可能需要重新申請開設 World Account。
- 2.6. World Account 由根據 WorldFirst 的記錄作為帳戶持有人的個人或法律實體註冊，並且持有的任何資金都是為註冊帳戶持有人的利益而持有。您，作為註冊帳戶持有人，不能把您的 World Account，或

您可能擁有的與 World Account 相關的任何權利（包括持有的資金），轉讓給協力廠商，或者把其中的任何普通法或衡平法項下的權益授予協力廠商。

- 2.7. 通過開設一個 World Account，您向我們陳述並保證，您開設 World Account 並不會違反適用於您的任何法律或法規，並且您會補償我們遭受的與您違反本條款有關的任何損失。
- 2.8. 我們保留以任何理由拒絕為您開設 World Account 的權利，並且無需向您說明理由。
- 2.9. 我們提供的 World Account 是作為一種商業工具，用於支持註冊帳戶持有人的商業活動；您同意，您不會把您的 World Account 用於個人、家人或者家庭目的，或者與任何協力廠商的業務活動有關的任何目的，或以任何方式違反適用於您的任何適用法律（包括與外匯管制及出口管制有關的法律）。您向我們聲明，當您使用我們的服務時，您不是一名消費者。如果 WorldFirst 合理認定您正把您的 World Account 用於個人、家人或者家庭目的，或者與任何協力廠商的業務活動有關的任何目的，或以任何方式違反適用於您的任何法律（包括與外匯管制及出口管制有關的法律），那麼 WorldFirst 可以、並且您同意 WorldFirst 可以立即暫停您對 World Account 的存取權限。
- 2.10. 如果您是一名個人，那麼為了開設和使用 World Account 服務，您必須是 18 歲或以上。
- 2.11. 在您使用 World Account 之前，我們可能會不時要求您向我們提供額外資訊和檔。此類額外資訊可能包括允許我們核實資金來源以及關於資金來源的底層交易的檔，包括但不限於就已提供的服務向您付款的發票，以及發送資金的實體的付款確認。我們可能會要求提供額外資訊以使我們能夠遵守任何適用法律和我們的合規義務。此類資訊將與我們擁有的與您使用 World Account 相關的其他資訊一起使用。未能提供此類要求的資訊可能會導致我們拒絕您使用 World Account。您提供給我們的所有資訊必須是準確且完整的。如果我們無法驗證資訊是否準確，我們可能會拒絕您使用 World Account，或終止您對 World Account 的使用。
- 2.12. 在不影響下文第3條的情況下，若您與 WorldFirst SG 就 WorldFirst SG 提供逾期和其他相關服務簽訂了協議：
 - a) **如果您是獨資經營者：**您理解、接受並同意我們可能會收集、使用並向 WorldFirst SG 披露您向 WorldFirst 提供的信息（包括個人信息），以便 WorldFirst SG 能夠(i)提供逾期及相關服務，以及(ii)遵守適用法律（包括KYC/CDD 要求），以及讓我們使用和披露該信息以遵守我們根據適用法律所承擔的監管義務（包括KYC/CDD要求）。您可以隨時撤回您的同意，並且您理解並接受，如果您撤回同意，我們可能無法繼續向您提供 World Account。我們致力於根據適用法律（包括 PDPO）保護您的隱私權，關於我們如何處理您提供給我們的任何個人信息的更多信息，請參閱我們的隱私政策；
 - b) **如果您是公司或合夥企業：**您承認並同意我們有必要向 WorldFirst SG 披露您向 WorldFirst 提供的信息，以便 WorldFirst SG 能夠(i)提供逾期和其他相關服務，以及 (ii) 遵守適用法律（包括KYC/CDD 要求）。
- 2.13. 此外，如果我們有合理理由相信此類交易違反了本協議包含的任何條款和條件和/或交易的完成將導致 WorldFirst 違反適用法律，我們保留在未經您同意的情况下撤銷通過您的 World Account 已完成的任何交易的權利。

3. 個人資料與 World Account 安全性

- 3.1. 我們根據本協議向您提供服務，您將會向我們提供包括可能屬於《個人資料（私隱）條例》（“PDPO”）中所指的個人資訊等資料，並且我們作為資訊收集者，要根據 PDPO 所列出的原則來收集、持有、使用和處理這些資訊。
- 3.2. 我們將根據我們的隱私政策來使用您的個人資訊以便於向您提供我們的相關服務。隱私政策可點擊此處查看 <https://www.worldfirst.com/hk/disclaimer-policies/privacy/>。

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33. 如果您向我們提供與他人有關的個人信息，包括但不限於任何授權使用者，公司實體的任何受益人、董事和實益擁有人，您必須徵得該人的同意才可以根據本協議和我們的隱私政策分享相關信息。
34. 我們可能會對我們與您進行的任何電話通話進行監控和錄音，並且我們可能會保留您發送的或發送給您的電子郵件的記錄。您同意，我們可以把電話錄音和任何轉錄文本或者電子郵件記錄作為培訓和品質控制之用，或者用於解決任何糾紛，以及預防和發現犯罪。
35. 為了向您提供本協議項下的服務，您必須向我們提供我們要求的所有相關資訊，並且確保在此類資訊出現任何變化時及時告知我們。
36. 您理解並認可為了進行風險控制、欺詐行為監控及預防，反洗錢法規目的以及履行其他法律法規的義務，我們可以向支付寶（中國）網絡技術有限公司（“支付寶”）或 WorldFirst SG 分享您及您公司的實名認證資訊（包括姓名/公司名稱、手機號碼、電子郵件、銀行帳戶資訊以及公司實際控制人的有關資訊）以用於核實您在支付寶或 WorldFirst SG 上有关行为的风险信息及评级分析。當您使用支付寶有關的外匯結算服務或 WorldFirst SG 有關的速期及相關服務時，為了上述目的，我們也會向支付寶或 WorldFirst SG 分享您的交易資訊。

4. 您的 World Account

- 4.1. 您的 World Account 可以用於您發送和接收付款。
- 4.2. 您的 World Account 中的所有資金都必須與付款有關。所有轉入您的 World Account 中的資金都必須接收自協力廠商或經批准的電子商務平臺（請聯繫我們以獲取更多資訊或檢查該電子商務平臺是否已獲批准）。這些資金必須支付給您的收款人和/或您名下的銀行帳戶。您同意，除相關入帳符合WorldFirst適用的政策與流程，您不會把您自己的資金存入 World Account。
- 4.3. 如果您的 World Account 中的任何資金未在 90 天內支付出去，那麼 WorldFirst 將把此類資金轉帳到您名下的一個帳戶，或者把此類資金退還給付款源頭。WorldFirst 保留為退還付款收取費用的權利，並且不負責承擔退款流程中出現的任何損失。
- 4.4. 您的 World Account 中貨幣帳戶之間的轉帳是外匯交易，用於把一種貨幣轉換成另一種貨幣，而不是支付，本協議第7至9條將適用。
- 4.5. 如果我們有理由相信，您的 World Account 正在被用於、已經被用於、或者涉及到任何欺詐或欺詐企圖，或者如果 WorldFirst 認為您的 World Account 已經被盜用或者以有悖於這些條款和條件（包括但不限於如果我們合理懷疑您違反本協議）的方式被使用，或者為了預防金融犯罪，那麼 WorldFirst 可能在未給您發送提前通知的情況下暫停訪問、禁用或者限制您的 World Account。在這些情況下，如果我們延遲或拒絕執行指令，我們將不向您承擔責任。如果我們暫停您的帳戶，那麼我們會使用我們擁有的、並且 WorldFirst 合理地認為是安全的您的聯繫資訊來聯繫您，包括電話和/或電子郵件，除非我們確定適用法律禁止我們這樣做。
- 4.6. 當您把資金轉帳給 WorldFirst 時，這些資金的所有權和權利將完全轉移給 WorldFirst。
- 4.7. 我們不會對我們為您持有的資金支付利息，並且我們可以為了我們自己的利益而保留任何 WorldFirst 帳戶（包括 World Account）中持有的資金產生的任何利息。
- 4.8. 您在任何情況下都不應該把實物現金（硬幣和紙幣）、支票或者銀行匯票存入我們的任何銀行帳戶，並且在任何此類情況中，我們將不會釋放您的資金或進行任何後續付款，直到我們合理滿意地認為我們已經獲得了表明實物現金來源的權。
- 4.9. 每當您向我們支付資金時，您應該始終確保您使用的是我們提供給您的最新帳戶詳細資訊。如果您指示將您的資金轉入以 WorldFirst 名義持有的錯誤帳戶，您同意我們有權協助進行必要的轉帳，以便將資金轉移到正確的帳戶，而不另行通知您。

5. 使用您的 World Account 發送付款

- 5.1. 您可以通過聯繫我們、或者登錄到您的 World Account 來進行付款，這樣做即表明您在要求 WorldFirst 為您提供支付服務，並且

每份支付指令都將是您與我們之間的一份單獨合同。

- 5.2. 為了付款，您必須有足夠的資金來支付您需要進行支付的款項，並且要考慮與交易有關的任何費用或成本。WorldFirst 將在扣除 WorldFirst 應得的任何金額之後執行您的付款。如果您沒有足夠的所需貨幣的資金，我們將不會執行您的付款。
- 5.3. 您還需要向我們提供收款人銀行詳情，並且您要負責確保收款人銀行詳情是準確完整的。我們可能會要求您通過電子方式來確認您提供的收款人銀行詳情。您提供的收款人銀行詳情就是 WorldFirst 在發送您付款時使用的資訊。
- 5.4. 如果 (a) 由於您提供了不完整的收款人銀行詳情或您在根據要求用電子方式確認任何指令時的回復過晚而導致付款指令晚於您的預期，或者 (b) 因為您提供了錯誤的收款人銀行詳情而使錯誤的收款人收到了您的資金，那麼 WorldFirst 將不承擔任何責任。但是我們將做出合理努力，幫助您追回您的資金，並且我們保留為了這樣做而產生的合理成本而向您收取費用的權利。由於此類追回資金是在合理努力的基礎上提供，可能存在我們無法控制的情況，因此並不能保證我們將成功追回相應的資金，如果不能成功追回資金，我們不對您承擔任何責任。
- 5.5. 在我們完成付款之前，您可以隨時通過聯繫我們來取消或修改支付指令。
- 5.6. 如果您想召回 WorldFirst 根據您的指令而指示進行的付款，那麼我們將做出所有合理努力，幫助您召回，但是，如果無法召回或者召回不成功，那麼我們將不承擔任何責任。同樣，如果付款已經被記入收款人銀行帳戶，那麼我們通常只能在收款人帳戶持有人同意的情況下召回付款。我們將做出所有合理努力，幫助您召回，但是，如果召回不被接受或者不可能進行召回，那麼我們將不承擔任何責任。除了 WorldFirst 產生的任何直接成本外，我們保留收取手續費的權利，它代表的是我們嘗試召回每筆付款過程中的手續成本。您將向我們賠償因該次召回而產生的任何索賠。
- 5.7. 除非兩個 World Account 之間的轉帳符合我們的政策和程式，否則您不可以把您的資金直接從您的 World Account 發給其他 World Account。如果您還未滿足您在本協議中的義務，或者如果我們認為付款是非法的，WorldFirst 可能會拒絕您的支付指令。在這些情況下，我們保留向您收取費用的權利，以補償我們為糾正導致拒絕付款的任何細節錯誤而產生的合理成本。如果我們認為通知可能是違法的，那麼我們沒有義務把我們拒絕執行交易的決定通知您，並且我們沒有義務披露拒絕的原因。
- 5.8. 如果我們在營業日下午 5 點或之前收到支付指令，那麼您的支付指令將被視為是在該營業日收到的。如果我們在下午 5 點之後或者在非營業日收到支付指令，那麼您的支付指令將被視為是在下一個營業日收到的。
- 5.9. 雖然在大多數情況下我們能夠詳細說明付款到達收款人銀行所需的執行時間，但是，對於處理付款過程中收款人銀行（或其代理銀行）造成的任何延誤，我們不承擔任何責任，因此我們不保證收款人銀行將在其收到付款當日把資金提供給收款人。
- 5.10. 您同意我們把您的全名、地址以及任何其他所需的詳情發送給收款人銀行或支付服務提供者，從而使我們能夠遵守我們的合規義務，並且/或者使收款人銀行或支付服務提供者能遵守所有適用的法規。
- 5.11. 在一些情況中，中間商（例如代理行）可能會參與國際付款，並且它們或者收款人的金融機構或者支付服務提供者可能會扣除一筆收費或費用。我們將做出合理努力，避免這些收費，或者確保在我們進行付款之前把此類收費披露給您，但是，當此類收費無法避免或預測時，您同意負責承擔此類收費或費用。如果特定金額資金必須到達收款人銀行帳戶，那麼請提前告知我們，因為我們可以提前計算任何不明確的收費。當您向我們提供支付指令時，您應當確保對於協力廠商費用和收費向我們提供清楚指示。我們在任何情況下都不負責承擔中間行、代理行或收款行或者任何其他協力廠商費用或收費造成的任何直接或間接損失。
- 5.12. 如果您與協力廠商達成協議，允許該協力廠商直接從您的 World Account 扣款，我們可以直接接受該協力廠商發出的從您的 World Account 扣款的指示。
- 5.13. WorldFirst 不對因其他組織（例如銀行、金融機構、電子商務平

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臺、支付服務提供者或其他人)造成的任何延誤、費用或損失承擔責任。

6. 使用您的 World Account 接受付款

- 6.1. 當 WorldFirst 為您收到結清的資金時，我們將按照相應的貨幣面值記入您的 World Account。您應該定期檢查您的交易歷史和帳戶餘額。如果您的 World Account 具有從協力廠商接收資金的功能，您必須向此類付款人提供正確的帳號。WorldFirst 不對因為您提供錯誤帳號而導致的資金延遲或丟失而承擔責任。但是，我們將盡合理努力協助您追回損失的資金，並且我們保留向您收取合理費用的權利。
- 6.2. 除非兩個 World Account 之間的轉帳符合我們的政策和程式，否則您不可以直接用您的 World Account 接收來自其他 World Account 的資金。
- 6.3. WorldFirst 根據本協議為您提供的服務並不能延伸到您用您的 World Account 實際購買的任何產品或服務。
- 6.4. 如果通過自動結算所網路召回資金，WorldFirst 可以在任何時間，在不通知您的情況下使用您帳戶中的任何資金退還所要求的金額，或結清您因此類召回而對 WorldFirst 需承擔的任何責任，無論負債是現在還是未來，確定還是未確定的。
- 6.5. 如果您的 World Account 餘額不足以支付召回的金額，您同意 WorldFirst 可自行決定對您使用 World Account 的方式施加限制（包括但不限於對資金轉帳及/或提款的限制），直到金額恢復。
- 6.6. 您只能從 WorldFirst 批准的來源將資金存入您的 World Account。從其他來源收到的資金可能會被 WorldFirst 拒絕並退還給來源帳戶。與該退款相關的所有成本和費用應由您承擔或從退回的資金中扣除。
- 6.7. 您應該瞭解，使用 World Account 接受付款並不一定意味著這些交易無法撤銷。我們保留自行決定撤銷付款的權利，包括但不限於錯誤付款的情況，或者如果付款人或付款人銀行或支付服務提供者已撤銷（或有理由可能撤銷）用於支付給您的款項，或者我們有理由相信您的 World Account 正被用於、已被用於或與任何欺詐或欺詐企圖相關聯，或者如果我們認為您的 World Account 被盜用或以任何違反本協議的方式被使用（包括但不限於如果我們合理懷疑您違反本協議），或者為了預防金融犯罪，或者與遵守適用法律（包括適用的反洗錢法律）或 WorldFirst 的風險管理政策或程式有關的任何其他原因。如果您收到任何錯誤的資金，您同意立即通知 WorldFirst 並同意 WorldFirst 在必要時撤銷交易。
- 6.8. WorldFirst 保留隨時自行決定拒絕或限制向您付款和資金轉帳的權利。您 World Account 的收款能力可能收到限制，且向您的付款和資金轉帳可能會因任何原因被拒絕，包括但不限於遵守適用法律（包括適用的反洗錢法律）或與 WorldFirst 的風險管理政策或程式有關的原因。當拒絕向您作出付款或資金轉帳時，WorldFirst 沒有義務披露拒絕的原因。
- 6.9. 與被拒絕資金入帳相關的任何成本和費用應由您或付款人承擔（如適用）。如果資金入帳因任何原因被拒絕，進行付款或資金轉帳的銀行、金融機構或支付服務提供者可能會收取費用。您對因被拒絕的收款或資金入帳而產生的任何費用承擔全部責任。

7. 在 World Account 所在平台預約外匯交易

- 7.1. 您可以在 World Account 所在平台預約以下類型的外匯交易：
 - a) 即期交易；以及
 - b) 遠期交易，僅在您與 WorldFirst SG 就 WorldFirst SG 提供遠期和其他相關服務簽訂單獨協議時提供。如果您尚未與 WorldFirst SG 簽訂此類協議，則不得通過 World Account 所在平台預約遠期交易。您在 World Account 所在平台發起的遠期交易相關的所有指令均直接傳輸至 WorldFirst SG，而無需 WorldFirst 參與。WorldFirst 不是您與 WorldFirst SG 之間簽訂的任何此類協議的當事方。
- 7.2. 您應根據本協議第12.1條和第20條的規定，處理與本協議或與 WorldFirst 進行即期交易有關的所有疑問並解決任何爭議。您應

根據您與 WorldFirst SG 就遠期交易簽訂的條款，處理與 WorldFirst SG 之間的此類協議或遠期交易有關的所有疑問並解決任何爭議。

- 7.3. WorldFirst 不支持為了投資或投機目的而進行的外匯交易（例如試圖從匯率波動中盈利），並且您必須告訴我們這是否是您的意圖。如果我們有理由相信您把任何外匯交易用於投資或投機目的，那麼我們可能會在不給您發送進一步通知的情況下，拒絕與您交易，以及/或者暫停訪問或終止您的 World Account 服務。
- 7.4. 為避免疑義，WorldFirst 不是任何遠期交易的當事方。您進一步承認並同意 WorldFirst 不會也不聲稱會與您進行任何資本市場產品交易（包括遠期交易）。
- 7.5. WorldFirst 可能會不時自行決定允許您（您自己或通過任何有效授權的第三方），為了擔保您欠付或可能欠付第三方（“**有權第三方**”）的任何當前和未來的義務和責任（無論是實際的還是或有的），在擔保此類義務和/或責任所需的時間內“**保留**”您 World Account 中的全部或任何部分資金。前述的義務和責任包括（但不限於）根據任何遠期交易支付給 WorldFirst SG 的任何初始保證金或抵押金。
- 7.6. 當您（您自己或通過任何有效授權的第三方）向我們發出指令以保留您的 World Account 中的資金時，該金額將被我們作為單獨的餘額反映在您的 World Account 中。您將無法就受保留的資金執行任何交易，除非是為了履行您對您發起保留的有權第三方的義務或責任而向有權第三方執行的交易。為避免疑義，您特此授權 WorldFirst 接受有效授權的第三方的任何指令，將您 World Account 中受保留的資金轉移給任何有權第三方。
- 7.7. 為避免疑義，WorldFirst 會以您的帳戶而不是有權第三方的帳戶接收並持有您的 World Account 中受保留的資金。
- 7.8. 對於 WorldFirst SG 向您提供的任何遠期交易，WorldFirst 的作用僅限於按照 WorldFirst SG 就您 World Account 中與遠期交易相關的資金提供的任何指令行事。這包括但不限於指示 WorldFirst (i) 結算您對已達成的任何遠期交易的責任並按照相關貨幣餘額記入您的 World Account 和/或進行扣款，(ii) 在發生結清或修改任何現有遠期交易的情況下，按照相關貨幣餘額記入您的 World Account 和/或進行扣款，以及(iii) 在您的 World Account 中啟動資金保留，當您需要支付初始保證金和/或需要滿足與遠期交易有關的對 WorldFirst SG 的追加保證金時，該受保留的資金將被用作“**保證金**”或“**抵押金**”。
- 7.9. 您特此要求、指示並授權 WorldFirst 代表您接收 WorldFirst SG 的指令，並根據從 WorldFirst SG 收到的指令採取以下行動：(i) 在指令中規定的時間段和期限內按照相關貨幣餘額記入您的 World Account 和/或進行扣款，以及(ii) 在您的 World Account 中按照此類指令中規定的金額和期限啟動資金保留。
- 7.10. 您確認 WorldFirst 可以把從 WorldFirst SG 收到的此類指令視為您向 WorldFirst 提供的特定支付指令，並且您授權並同意 WorldFirst 根據指令按照相關貨幣餘額記入您的 World Account 和/或進行扣款，或在您的 World Account 中啟動資金保留（視情況而定）。

8. 使用您的 World Account 預約即期交易

- 8.1. 每筆即期交易都將是您與我們之間的一份單獨合同。當您向我們提供買入或賣出貨幣的指令時，我們將確認以下交易條款：
 - a) 您想轉換的售出貨幣的金額；
 - b) 將為您購買的買入貨幣的金額；
 - c) 提供的匯率；以及
 - d) 任何適用的費用或傳輸成本（合稱“**商業條款**”）。
- 8.2. 您一旦接受上述商業條款（不管是用口頭、書面、還是通過電子方式登錄您的 World Account），這些約定的商業條款即對您有法律約束力，且您需要按照這些商業條款執行即期交易；我們將向您發

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- 送一份交易確認通知，其中詳細列明商業條款，供您記錄。
- 8.3. 如果您認為交易確認通知中包含的商業條款有錯誤，您必須立即通知 WorldFirst。如果交易確認通知包含實際錯誤，我們將發出替代交易確認通知。但在任何情況下，您仍有法律義務根據即期交易所商定的條款（其中包含本協議的條款和條件）履行合同。
 - 8.4. 在不影響第4.4條的情況下，若您的 World Account 中不同貨幣之間的轉帳屬於即期交易，則第8條和第9條將適用於這些交易。
 - 8.5. 您必須在交易確認通知中規定的營業日正午或之前向我們全額支付售出貨幣。您同意，對於特定即期交易，如果我們未在交易確認通知中規定的日期收到資金，那麼 WorldFirst 可以從您的 World Account 中扣除資金，用於償付您在任何即期交易中的債務。
 - 8.6. 用商定的售出貨幣之外的貨幣向我們進行的任何付款都將按照與您在當時商定的匯率進行轉換。請注意，可能會產生不通過我們支付或者不是由我們收取的其他成本，包括稅金。
 - 8.7. WorldFirst 沒有義務接受您提供的關於執行即期交易的指令，並且 WorldFirst 保留拒絕與您進行特定即期交易的權利。
 - 8.8. 我們將作為委託人進行所有即期交易，並且我們不會對您以及 World Account 的註冊帳戶持有人之外的任何其他人士承擔任何責任。
 - 8.9. 如果您通知我們，您想修改待執行的即期交易的任何商業條款，那麼我們可能根據市場情況，自行決定同意此類合理的修訂。我們保留收取價差和手續費的權利，用於補償相關管理成本。
- ### 9. 取消即期交易
- 9.1. 當您與 WorldFirst 進行即期交易時，WorldFirst 會與其銀行交易對手進行一筆匹配交易。這意味著，如果 WorldFirst 取消了一筆與您進行的即期交易，那麼 WorldFirst 也需要取消其與銀行交易對手預定的即期交易。即期交易的取消被稱為“結清”。
 - 9.2. 如果 WorldFirst 取消了與您預定的即期交易，那麼 WorldFirst 將結清即期交易，並且可能會添加一個價差，該價差與完成您的即期交易時添加的價差相一致。您可能還要承擔 WorldFirst 在結清其與銀行交易對手的匹配交易時產生的任何損失。此外：
 - a) 如果在結清即期交易時實現了超過價差的任何收益，並且結清不是由於您未能履行您在本協議中的任何義務，那麼此類收益將支付給您；並且
 - b) 對於您應當支付的任何未支付金額，在結清之日直至向 WorldFirst 付款之日這段時期內，WorldFirst 保留每天按照香港銀行間同業拆借利率（HIBOR）外加 2% 作為利率收取費用的權利。
 - 9.3. 您同意，我們可以把您的死亡、任何針對您的法律訴訟威脅、或者破產事件作為取消事件，WorldFirst 將因此而有權結清您的即期交易。
 - 9.4. 如果 WorldFirst 因為本協議中所列的任何原因而結清即期交易，並且如果與 WorldFirst 的銀行交易對手進行的匹配交易是合計的，那麼將按照您與 WorldFirst 完成即期交易當日的 HIBOR 收盤利率外加2% 來確定因為結清 WorldFirst 匹配交易而產生的損失或收益。
- ### 10. 費用和成本
- 10.1. WorldFirst 不會就持有 World Account 而收取月度帳戶或訂閱費；但是，World Account 服務的費用將受到 World Account 不時發給您的公平使用政策的約束。
 - 10.2. 當您註冊 World Account 時，您會獲得關於您在使用 World Account 時產生的外匯交易成本和付款費用的資訊。我們建議您保留這些資訊，供您記錄。WorldFirst 可能會不時更新外匯交易成本和付款費用，並且將會把任何此類變化告知您。如需關於外匯交易成本、付款費用以及 WorldFirst 公平使用政策的更多資訊，請使用第12條（聯繫我們）中列出的任何聯繫方式聯繫我們。
- ### 11. 違禁交易
- 11.1. 正如第2條所述，World Account 是作為一種商業工具而提供，僅用於支援業務，並且存在一些 WorldFirst 無法支持的特定業務類型。此外，有一些司法轄區禁止 WorldFirst 開展業務。有關 WorldFirst 無法協助您進行的交易的更多資訊，請定期參考使用條款。
 - 11.2. 如果我們拒絕執行使用條款中詳細列出的類別中的交易，那麼 WorldFirst 將不向您承擔任何責任。
- ### 12. 聯繫我們
- 12.1. 您可以在辦公時間通過致電 +852 3959 4800、完成我們的回電申請、或者使用我們的網站<https://www.worldfirst.com/>中列出的任何聯繫方式聯繫我們。
 - 12.2. 我們通常會使用記錄在您的 World Account 中的主要電子郵件位址或者電話號碼來聯繫您，以及可能會使用您提供的位址詳情通過信件方式來聯繫您。通過開設 World Account，您同意您能夠正常接入互聯網，並且您會定期查看您接收的消息。
 - 12.3. 在營業日通過電子郵件發送給您的任何通信或通知將被視為您在同一個營業日收到該郵件。
- ### 13. 授權使用者
- 13.1. 如果您的帳戶擁有這項功能，那麼您或許能夠通過登錄 World Account 並遵循相關指示，把授權使用者添加到您的 World Account 或者把授權使用者從 World Account 移除。只有主帳戶用戶可以添加或移除授權使用者，並且在我們促成您的申請之前，我們可能會要求您滿足安全流程。
 - 13.2. 一旦授權使用者添加到您的 World Account，您則被視為批准 WorldFirst 根據此類授權使用者提供的指令行事。
- ### 14. 權力和法律限制
- 14.1. 您向我們陳述並保證：
 - a) 您簽署和交付本協議、以及您履行本協議規定的所有義務均不會違反適用於您的任何法律，並且您有權簽署本協議；
 - b) 您提供的所有資訊在截至本協議之日，或者如果相關資訊在本協議日期之後提供，則在該資訊提供之日，在所有重要方面都是真實、準確和完整的，並且如此類資訊有任何變化，您會立即通知我們；
 - c) 您提供的關於本協議項下的交易資訊、或者您或您授權使用者的相關行為在過去或者現在均不具有誤導性，無論是因為疏忽或其他原因；以及
 - d) 您會向我們持續披露可能影響本協議執行或者影響您履行本協議中義務能力的任何事項，包括影響您償付能力的任何情形。
 - 14.2. 為了遵守我們的合規義務，我們可能需要您、授權使用者或收款人不時提供資訊或檔，並且您同意在從我們提出要求之日開始的合理時期內提供此類資訊。WorldFirst 將妥善、準確地記錄與您的所有交易，並會應支付服務提供者的要求向我們的支付服務提供者（包括我們合作的為您提供服務的銀行）提供此類資訊和記錄。WorldFirst 將不會負責承擔由於您未能回復我們的上述要求而產生的任何直接或間接損失。如果您未在我們向您提出要求起的一個合理時期內提供要求的資訊或檔，那麼 WorldFirst 可能會、並且您同意 WorldFirst 可以立即暫停您的 World Account 存取權限。
 - 14.3. 我們會用您的詳細資訊來聯繫您，並且如果您的電子郵件、電話號碼、位址或者任何其他重要資訊出現變化，那麼您必須立即通知我們。
 - 14.4. 如果當局提出指示，那麼 WorldFirst 可能需要扣留為您持有的資金，並且 WorldFirst 將不負責承擔您因此產生的任何直接或間接的損失。
 - 14.5. 如果我們收到協力廠商權利人提出宣稱您侵犯其智慧財產權的投訴和證明材料（例如購買記錄或法院簽發的臨時限制令），我們可以

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自行決定終止、暫停或限制您使用 WorldFirst 提供的服務或提存您 World Account 中的資金。我們可能對您的 World Account 施加的限制包括但不限於凍結您 World Account 中的全部或部分資金。在您完全解決與協力廠商投訴人的爭議之前，這些限制可能會一直存在。

14.6. 您承認並同意：

- 我們不驗證也不保證通過 World Account 服務向您提供的任何和所有資訊和資料的準確性、真實性、可靠性、適當性或完整性（包括但不限於，如適用，外匯匯率）；
- 您通過 World Account 服務使用從我們這裡獲得的任何資訊或資料的風險將由您自行承擔和獨立判斷，與使用或依賴通過 World Account 服務獲得的任何此類資訊和資料相關的的所有風險均由您承擔；及
- 對於因您使用或依賴通過 World Account 服務獲得的任何資訊和資料而引起或與之相關的任何形式的任何損失、損害或後果，我們概不以任何方式直接或間接負責或承擔任何責任。

15. 終止與 關閉 World Account

- 本協議應持續有效直到根據本條款而終止。
- WorldFirst 可以通過向您發出不少於一個月提前通知的方式來終止本協議，並且您可以隨時立即終止本協議。在終止之日，您的 World Account 帳戶服務將終止。
- 您或我們提出的終止不會影響在終止之前達成的現有即期交易、或者在終止之前提供的支付指令，並且此類未履行的義務仍可強制執行。
- 您在本協議項下產生欠款將在終止日立即到期並且應當立即支付。WorldFirst 有權從您的 World Account 中扣除該金額以償還上述欠款；在您的 World Account 服務終止的情況下，您應在終止日之後合理可行的範圍內儘快（並且不晚於此後五（5）個營業日）把欠款支付到我們指定的銀行帳戶。
- 如果 WorldFirst 意識到或者有理由相信已經出現下面指明的任何事件，那麼 WorldFirst 可以通過給您發送書面通知，自行決定立即終止本協議，並且我們將解除本協議中規定的任何將來的義務，包括源自終止日之前達成的任何即期交易的任何義務：
 - 您未能在我們提出申請或要求時向我們提供重要資訊，或者向我們提供了虛假的或誤導性的資訊；
 - 您未能償還我們欠款；
 - 您現在或過去曾在任何時間參與或協助洗錢或恐怖主義融資，或者未能滿足適用法律所要求的任何驗證檢查；
 - 您正接受執法部門和/或監管機構的正式調查；
 - 您已經嚴重違反本協議的條款；
 - 出現破產事件；或者
 - 依任何法庭或主管監管者的命令或者依執行適用法律需要而需終止本協議。

16. 線上服務

- 當啟動任何 WorldFirst 的線上服務時，以及在被授予存取權限之前，您需要設置您獨一無二的安全證書。安全證書包括但不限於用戶名、密碼、重要資訊專案、以及我們可能不時需要的其他安全要求。
- 如果您的 World Account 支持多個授權使用者，那麼您的每名授權使用者都需要擁有單獨的安全證書，並且您在任何情況下都不能與任何人（即便是授權使用者）分享您的安全證書，或者允許其他人使用您的安全證書訪問您的 World Account。
- 當您的 World Account 通過您獨一無二的安全證書被線上訪問時，該操作將授權 WorldFirst 根據提交的任何指令（包括把資金轉出您的 World Account 的指令）行事。
- 如果您懷疑或發現其他人知道您的安全證書，或認為您的安全資訊可能被濫用，您必須立即打電話通知我們。如果您的安全資訊丟失或被盜，或者您懷疑有人已經使用或試圖使用這些資訊，您必須立即告知我們。

即告知我們。如果您的安全資訊已用於訪問任何線上服務，而我們未收到該操作為未經授權使用的任何通知，我們將按照收到的指示行事。

- 如果我們合理地認為有必要，我們可以暫停您線上訪問您 World Account 的能力以防止欺詐或確保安全。我們還可能會隨時要求您修改或更新您的安全證書，並且您同意在我們要求您這樣做時修改或更新您的安全證書。
- 您要負責維持和確保您的設備的相容性。您還要負責確保您的設備沒有病毒和其他惡意軟體。為了安全目的，WorldFirst 建議您使用殺毒軟體、反間諜程式軟體以及個人防火牆。
- 您決不能使用連接到公共互聯網接入設備上的任何電腦或移動設備來訪問您的 World Account，並且您應當使用 URL：www.worldfirst.com 訪問您的 World Account，而不是電子郵件中的連結。
- WorldFirst 將做出合理的商業努力，保持線上服務沒有病毒和破壞檔，但 WorldFirst 不能保證它們不會被病毒或其他具有污染或破壞屬性的任何東西感染。您不得通過故意引入病毒、木馬、蠕蟲病毒、或其他惡意的或在技術上有害的材料來濫用任何線上服務。WorldFirst 不負責承擔因您使用任何 WorldFirst 線上服務而給您的軟體、設備或資料造成的任何損失或損害。
- 您不得試圖未經授權訪問任何線上服務，或者連接到我們線上服務的任何伺服器、電腦或資料庫。您不得通過拒絕服務攻擊或分散式拒絕服務攻擊來攻擊我們的系統，因為您這樣做就是刑事犯罪，我們可能會報告給相關執法當局，並且我們將與他們合作，其中包括向執法當局提供關於您身份的資訊。
- 我們無法保證您對任何 WorldFirst 線上服務的訪問將是不間斷的、連續的或者沒有錯誤的，並且如果您無法訪問我們的線上服務，我們將不向您承擔任何責任。
- 我們的線上服務使用非常高水準的加密，而此類加密方法的使用在一些國家中是非法的。您應當確保，如果當地法律不允許，那麼您不會故意使用我們的任何線上服務。

17. 責任

- 如果我們遵循了本協議中規定的程式，那麼我們就有權根據您的指令或者根據授權使用者的指令行事，並且您同意賠償我們這樣做產生的所有損失。
- 您同意 WorldFirst 免於承擔您或授權使用者所犯的任何錯誤可能產生的任何損失，除非此類錯誤是由於我們的疏忽、故意違約或欺詐而造成的。
- 如果您未能履行您在本協議中的任何義務，那麼我們可能會在不給您發送進一步通知的情況下結清我們已經與您預定的任何即期交易，並且從我們為您持有的任何資金（不管是源自您還是代表您的協力廠商）中扣除歸屬於我們的任何金額，用於彌補我們因此而產生的所有損失。
- 如果您發現任何未經授權的或者錯誤執行的交易，您必須立即通過電話聯繫我們。我們鼓勵您定期檢查您的交易歷史。如果您未能在未經授權或錯誤執行的交易之日起的120天以內提請我們注意，那麼我們將不會向您承擔責任。
- 如果交易是因為 WorldFirst 的錯誤而未經授權或者被錯誤執行，那麼WorldFirst 將歸還/ 退還與此類未經授權或錯誤執行的交易有關的付款金額和任何相關費用，但除此之外，WorldFirst 將不向您承擔任何其他責任。
- 在以下情況中，WorldFirst 不會向您承擔責任或者歸還/退還與此類未經授權或錯誤執行的交易有關的付款金額：
 - 此類未經授權的交易是由於您未能安全地保存您的安全秘鑰、密碼、或唯一識別符而產生的；
 - 在您知曉之後，您未能把您的安全秘鑰、密碼或唯一識別符的任何丟失告知我們；

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- c) 此類未經授權或錯誤執行的交易是由您故意造成的，或者是源自您的嚴重疏忽；
 - d) 您未能根據第17.4條的詳細規定通知我們；或者
 - e) 接收行（即您的收款銀行）未能正確地處理付款。
- 17.7. WorldFirst 將做出合理努力，幫助跟蹤和召回任何未經授權或錯誤執行的付款。
- 17.8. 受制於第17.9條，您同意WorldFirst在本協議項下或與本協議有關的所有責任，包括索賠、費用、損害賠償或補償義務，將不超過500,000 美元。如果任何索賠或訴訟所依據的行為、事件、條件或不作為（以其第一次發生時間計算）已超過一（1）年，在法律允許的範圍內，您特此放棄在本協議項下提出任何相關索賠或訴訟的所有權利。
- 17.9. WorldFirst 將不負責向您承擔：
- a) 任何利潤、商業機會或聲譽損失；或者
 - b) 您的收款人對您提起的任何損害賠償訴訟相關的責任；或者
 - c) 任何間接的或從屬的損失（不論是否可以預見到）。
- 17.10. 本協議中的任何內容都不能讓 WorldFirst 免於負責承擔其自身的疏忽或其員工的疏忽造成的欺詐性虛假陳述、死亡或人身傷害，或者WorldFirst 對您的欠款或者依法不能排除的任何其他責任。
- 17.11. 如果由於超出我們控制的因素（包括法律變更、“不可抗力”事件、貨幣被取消或對一國或付款受益人施加制裁、或者導致履行此類義務成為違法行為的任何事件）而使WorldFirst 無法履行其在本協議中的義務，那麼 WorldFirst 將在合理可行的範圍內儘快通知您，並且將做出合理努力，退還為您持有的、涉及 WorldFirst 無法履行此類義務的任何資金。
- 17.12. 如果您完成即期交易，但由於任何原因，交易涉及的貨幣（買入貨幣或售出貨幣）在起息日之前被相關當局取消，或者被轉換成使用其他貨幣計價，那麼您仍將有義務執行該交易。在這些情況中，WorldFirst 將做出合理努力，按照 WorldFirst 合理確定的匯率，用發送/接收資金的國家的本國貨幣取代被撤銷或被重新計價的貨幣。WorldFirst 將有權從您那裡補償我們在根據本條款行事時產生的所有合理成本。
- 17.13. 我們並不保證World Account或我們將提供的服務將滿足您的要求或期望，或無錯誤或無中斷或無延遲地運行，前提是我們將盡商業上合理的努力將任何此類錯誤、中斷或延遲降至最低。因此，如果由於我們合作夥伴的故障或其他原因導致您的World Account出現任何錯誤的資金存入，您同意我們有權在無需通知或同意的情況下從您的 World Account 中撤銷錯誤記入的相應金額，並且在從您的 World Account 中完全扣除這些錯誤存入的資金之前，這些款項應視為您對我們的欠款。
- 17.14. 除了為遵守適用法律的目的而進行的披露，您同意對本協議下的任何帳戶事宜或標的有關的任何和所有資訊以及與我們的通信進行嚴格保密，包括但不限於撤銷付款。
- 18. 抵消**
- 18.1. WorldFirst 可以隨時在不向您發送通知的情況下使用您帳戶中的資金來清償您欠付 WorldFirst 的任何債務，無論該債務是現有的還是將來的，也無論是經算定的還是未經算定的。
- 18.2. 如果要抵消的債務是用不同貨幣表示，那麼 WorldFirst 可以為了抵消而按照市場匯率轉換任何債務。WorldFirst 行使其在本條款中的權利將不會限制或影響其在本協議或其他方面擁有的任何其他權利或救濟。
- 18.3. WorldFirst 可隨時扣留、混合或合併您在World Account中的餘額，並抵銷或轉移（以透支的形式）任何記入該帳戶的資金，用於結清與 World Account 服務有關或在本協議項下的您對我們的任何欠款。您所欠的金額（i）可能是實際的或者有的、現在的、將來的或者遞延的，（ii）可能由您單獨或（如適用）與任何其他共同承擔，及（iii）可能包括費用、開支或利息。

19. 變更本協議

- 19.1. 受制於適用法律，我們可以自行決定修訂和更新本協議，並線上發佈經修訂的協議。我們會通過向記錄在您的 World Account 上的主要電子郵件地址發送電子郵件，或者當您登錄 World Account 時，通知您關於本協議的任何主要的變更。除非另有說明，否則變更將立即生效。您在本協議發生任何變更後繼續使用 World Account 服務，即表示您同意此類變更。
- 19.2. 除非我們另外書面商定，否則修訂將不會影響在通知中指定的日期之前可能已經出現的任何法律權利或義務。您有權在通知期內反對提議的變更，或者立即免費終止本協議，前提是您在通知中指定的日期之前這樣做。
- 19.3. 使本協議變得對您更加有利的變更將立即生效。

20. 投訴

- 20.1. 如果您覺得我們在提供服務的過程中未滿足您的預期，或者如果您認為我們犯了錯，那麼請通知我們。我們有公平迅速處理投訴的內部程式。您可以向我們提出需求以取得我們的投訴程式，也可以在我們的網站 <https://www.worldfirst.com/en-hk/disclaimer-policies/complaints/?nowprocket=1> 上找到我們的投訴程序。

21. 其他

- 21.1. 涉及本協議的以及根據本協議提供的服務的所有通信（不論是口頭還是書面）都必須採用英語或中文。如中英文版本有任何歧義，概以英文版本為準。
- 21.2. 本協議及本協議下的服務受制於所有適用法律、規則和法規，其中包括（但不限於）AMLO、香港海關或者任何其他主管監管當局（包括對作為您的World Account的一部分而提供給您的任何帳戶具有管轄權的當局）的要求。如果本協議與任何適用法律之間存在衝突，請以後者為準。
- 21.3. WorldFirst 將不會向您提供投資建議，或關於進行或不進行交易、關於交易時機、或者交易的法律、監管、商業、財務或其他後果的建議。本協議下的所有服務都只能在執行的基礎上提供。進行交易的任何決定都始終是您自己的決定，我們不負責承擔任何損失，包括在您進行交易前後由於匯率變動而產生的損失。我們可能會根據您的請求提供市場訊息，但它們並不是作為建議而提供，並且您不應當根據這些資訊做任何推斷。外匯交易情況非常複雜，而且充滿波動性，因此，我們不為您根據本協議進行交易的決定承擔任何責任。本協議中的任何內容都不會授予或者意在授予可由本協議當事方之外的人執行的權益。
- 21.4. 本協議的條款是可分割的，並且其中任何條款的無效性或不可執行性都不影響本協議任何其他部分的有效性和可執行性。
- 21.5. 本協議中的任何內容均不授予或旨在授予非當事人可執行的利益，本協議的任何條款均不可由非本協議一方的人根據《合約（第三者權利）條例》（第 623 章）強制執行。
- 21.6. 您同意，我們可以把我們在本協議中的權利（包括我們在本協議中的所有權利、所有權、權益、利益、義務和責任）轉讓給任何關聯方或繼承人。未獲我們事先書面同意，您不能轉讓您在在本協議中的權利。如果我們根據本條款轉讓了我們的權利，那麼您同意把您在您的World Account 中持有的資金轉讓給受讓人。
- 21.7. 您確認並同意，WorldFirst作為獨立的供應商提供本協定項下的服務。本協定不構成任何WorldFirst與您的共同投資、合夥、僱傭或代理關係。

22. 整改

在(i) 為了糾正錯誤，及/或(ii) 我們認為我們有合理理由採取此類行動及/或(iii)根據適用法律要求的情況下，我們可以未經您同意取消或撤銷通過您的 World Account 進行的任何交易或（如適用）對您的 World Account 中的餘額進行相應的適當調整（包括扣除）。

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23. 管轄權

本協議將受香港法律管轄，並根據其進行解釋。雙方同意不可撤銷地遵守香港法院的專屬管轄權。

定義：

除非另有規定，否則每當用於本協議時，以下詞語應當擁有以下含義：

“協議” 指的是這些通用條款和條件，連同構成協議的所有附錄和附件、以及申請表，並且應當擴展至包含每個即期交易和每個支付指令（包括不時進行的修訂）。

“AML0” 指的是打擊洗錢及恐怖分子資金籌集條例。

“申請表” 指的是您為了根據本協議規定使用我們的服務而完成並提交給我們的申請表。

“適用法律” 指的是任何和所有適用的當地或外國法律、法規和條例，以及對本協議任何一方或本協議任何標的事項具有管轄權的任何政府、監管或司法機構或機構的任何和所有指令、通知、指導準則、操作說明、通告、政策聲明、規則、條例、命令、請求、要求、判決、法令或令狀（在每種情況下，無論是否具有法律效力），包括但不限於：

- 香港海關或香港金融管理局不時公佈或發行的、可能會不時修改、補充或替換的任何指令、通知、指引、準則、操作說明、通告、政策聲明、規則、條例、命令、請求或要求（在每種情況下，無論是否具有法律效力）；
- 訂立或頒佈的與反洗錢和打擊恐怖主義融資有關的所有法律、法規、條例、指令、規則、指引、準則、法例、判決、法令、令狀或命令；
- （僅就 WorldFirst SG 而言）新加坡《2001年證券及期貨法》及所有附屬立法（可能會不時修改、補充或替換）；及
- 美國財政部外國資產控制辦公室、美國國務院、聯合國安全理事會、歐盟、英國財政部、中國、香港金融管理局或任何其他相關制裁當局實施或執行的任何制裁。

“授權使用者” 指的是您作為主帳戶持有人通過書面或電子郵件通知我們有權代表您行事的任何人。

“當局” 指的是任何司法、行政、公共或監管機構、任何政府、任何稅務機關、法庭、中央銀行或執法機構、或者它們任何對集團的任何部分有管轄權的代理。

“營業日” 指的是在香港，商業銀行開門營業的一天，不包括週六、周日和銀行假日。

“取消事件” 指的是我們根據本協議的條款、或者由於您死亡、針對您的法律訴訟威脅或者破產事件而自行選擇取消即期交易的情形。

“客戶” 指的是本協議中提及的顧客（或聯合帳戶的顧客），連同其（相關的）子公司、附屬公司、繼承人和/或受讓人、以及在相關情況下它的管理人員、董事、員工和代理。

“結清” 指的是關閉、解約、取消或者終止外匯交易。

“消費者” 指的是就根據本協議提供服務，或者本協議的商業實踐而言，如《商品說明條例》中定義的，主要出於與其貿易或業務相關的目的而採取行動或聲稱採取行動的個人。

“商業條款” 擁有本協議第8.1條中描述的含義。

“合規義務” 指的是集團遵守法律、AML0、國際指南、內部政策或者來自當局的程式、請求和/或要求的義務，例如報告和/或披露義務，以及要求我們核實我們客戶身份的適用法律的義務。

“有權第三方” 擁有本協議第7.5條中描述的含義。

“公平使用政策” 指的是 WorldFirst 定義的就我們向您提供World Account 服務所施加限制和/或限額的政策。

“不可抗力” 指的是超出受影響方合理控制的事件或原因，其中包括但不限於：戰爭（不論是否宣戰）、破壞、暴亂、暴動、民眾騷亂、國家緊急狀態（不論是實際上的還是法律上的）、戒嚴令、火災、洪水、旋風、地震、滑坡、爆炸、斷電或斷水、傳輸或通信網路故障、傳染病、隔離、罷工或其他勞動困境或者徵用、限制、禁止、法律、法規、法令或者其他可依法強制執行的政府機構命令、破損或事故、國際、國家或聯邦法律法規變更、或者任何機械或系統損傷，除非是由於受影響一方的行為、疏忽、違約或者過失而產生的。

“外匯交易” 指的是您與 WorldFirst 之間就即期交易以及您與 WorldFirst SG 之間就遠期交易進行的每筆外匯交易。

“遠期交易” 指的是您與 WorldFirst SG 之間簽訂的合同項下的交易，該合同賦予您在預定時間點內以指定價格買入或賣出指定數量貨幣的義務，而此類交易不是即期交易。

“集團” 指WorldFirst及任何WorldFirst的附屬或控股公司，或其控股公司的附屬公司、繼任者和/或受讓人。

“香港” 指的是中華人民共和國香港特別行政區。

“保留” 擁有本協議第7.5條中描述的含義。

“指令” 指的是您或授權使用者或 WorldFirst SG 通過電話、信件、電子郵件、通過 WorldFirst 線上系統、應用程式、或者面對面的方式提供的、涉及外匯交易或支付服務的任何指令或請求；

“破產事件” 指的是涉及到您、您的子公司、關聯公司、繼承人和/或受讓人、以及您的管理人員、董事、員工和代理：

- 如果此類人員死亡、變得神志不清、資不抵債、針對任何此類人員提出破產申請；或者
- 採取任何措施為任何此類人員任命一名管理人、司法財產保管人或者類似人員，或者向法院申請延期付款令或向債權人提出一份自願償債安排提議，或者任何此類人員向債權人授予一份信託契約，或採取任何措施，旨在重新調整、重新安排、免除或者推遲任何此類人員的任何部分的債務，或者任何此類人員為了其債權人或他們中的任何類別的利益（不包括為了破產重組或合併）而達成任何安排、妥協或和解，或者任命接管人、接管人和管理人、或者其他財務主管、管理人或類似人員，從而涉及、或者控制任何此類人員、或者任何此類人員的資產或標的物。

“支付服務” 指的是在適用於我們的要求範圍內代表您執行的支付服務，並且為免疑問，不包括向您或者由您進行的、涉及執行外匯交易的您自己帳戶的支付。

“支付服務提供者” 指的是當他們執行支付時的以下任何人員：

- 獲得香港海關執照的貨幣服務運營商；
- 獲授權的支付機構；
- 小額支付機構；
- 信用機構；
- 電子錢機構；
- 郵政大臣；
- 歐洲央行以及歐洲經濟區成員國的國家中央銀行（不含英國），不包括當他們以貨幣當局的身份行事或者執行其他具有公共性質的職能時；或者

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h) 政府部門或地方當局，不包括當它們執行具有公共性質的職能時。

“隱私政策” 指的是用於解釋 WorldFirst 如何使用、保存和收集關於您的資訊的政策。

“買入貨幣” 指的是您購買的並且我們出售的貨幣。

“賣出貨幣” 指的是我們購買的並且您出售的貨幣。

“結算日期” 指的是在涉及現貨交易時，賣出貨幣必須按照結清的資金到達交易確認通知中指定的銀行帳戶的日期。

“即期交易” 指的是一份您與 WorldFirst 之間確定義務的合同，在簽訂合同後的兩 (2) 個營業日內以指定的價格買入或賣出指定數量的貨幣。

“價差” 指的是 WorldFirst 從其銀行交易對手獲得的匯率與提供給客戶的匯率之間的差異。

“稅務當局” 指的是本地或國外稅務、稅收或貨幣當局。

“使用條款” 指的是列明您向 WorldFirst 提供的特定承諾的政策，並解釋適用於您使用 World Account 的方式的限制，例如，使用條款列出了使用您的 World Account 時不支持的多種業務活動。

“終止日” 指的是本協議被視為即將結束並且本協議強制執行的義務不再具有可執行性時的日期，不包括那些明確規定在終止後仍有效的條款。

“交易確認通知” 指的是我們發送給您的一種檔，用於確認已經具有法律約束力的現貨交易的商業條款。

“有效授權的第三方” 指的是我們可能不時同意的您認可為能夠代表您向我們提供指令的任何人。為此，WorldFirst SG 是有效授權的第三方。

“起息日” 指的是您購買的貨幣準備進行交付的日期。

“WorldFirst”、“我們”、“我方”、或“我們的” 指的是 World First Asia Limited，在香港註冊成立、註冊編號為 1989650、註冊辦公地址為香港銅鑼灣勿地臣街1號時代廣場1座20樓，並且獲得香港海關貨幣服務運營商牌照。

“WorldFirst SG” 指的是 World First Asia Pte. Ltd.，在新加坡註冊成立，UEN 號為 201229924N，並且獲得新加坡金融管理局頒發的資本市場服務牌照，可交易資本市場產品的場外衍生品合約，以及新加坡《2019年支付服務法》（可能會不時修改、補充或替換）下的主要支付機構。

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附件

World Account 使用條款

1. 您已經註冊獲取 World Account 服務，但這取決於我們的審批，並且取決於是否收到您在使用服務過程中所需的或額外的資訊。我們要求的任何資訊都必須立即提供。如果未在合理的時間段內提供要求的資訊，那麼我們保留結束/拒絕服務的權利。
2. "World Account" 只能用於跟您業務規定的活動直接相關的交易，不得用於涉及朋友和家人或者其他協力廠商業務的個人、家庭交易（不論他們是否擔任共同董事或所有者職位）。如果與您之前向我們聲明的內容相比，您的業務活動出現了變化，那麼您需要把此事告知我們。未能這樣做可能會導致帳戶關閉、延遲、或者被拒絕進行未來交易。
3. 您同意並保證，您將不會把您的 World Account 用於任何以下違禁交易。如果 WorldFirst 自行確定，您在使用 WorldFirst 時直接或間接地涉及任何以下違禁交易，那麼 WorldFirst 可能會在未給您發送進一步通知的情況下立即終止您的 World Account 服務（請參考條款與條件，瞭解更多資訊）。下表可能不時進行更新：
 - 假貨和複製品
 - 未經授權的知識產權拷貝
 - 盜竊贓物
 - 煙草製品
 - 比特幣，加密貨幣或其他數位/虛擬貨幣交易
 - 文物及化石
 - 民族或種族攻擊類或宗教或其他破壞國家政治穩定的材料
 - 封建迷信占卜相關活動
 - 不動產買賣及相關服務
 - 未經許可的醫藥類產品
 - 麻醉及精神類藥品
 - 政府簽發的身份證、許可證
 - 對消費者構成重大安全風險的產品
 - 未經允許的危險/有毒化學品
 - 毒品相關化學品及工具
 - 色情產品或服務
 - 受管制或瀕危動植物物種的貿易
 - 武器、軍火、爆炸物或其他軍警用裝備
 - 人體器官血液和遺體
 - 賭博或任何形式的投注
 - 個人用途，例如來自朋友和家人的禮品、貸款或付款
 - 金融服務，包括理財產品、保險、眾籌、投資移民和貸款服務催收服務等
 - 慈善類活動
 - 行銷或傳銷
 - 廣告宣傳類活動，炒作服務
 - 法律服務
 - 醫療及醫美服務
 - 市場價值難以界定的拍賣業務
 - 投資類活動，包括但不限於貴金屬投資，高價值珠寶，藝術品，房產，股票等
 - 直播平臺
 - 未經許可出口或再出口受美國商務部、國務院和財政部或 WorldFirst SG 可能受其法律管轄的任何其他國家/地區管轄的原產商品、服務或技術
 - 在任何 WorldFirst 或 WorldFirst SG 可能受到任何適用司法轄區被視為非法/被控制/被限制的任何其他行業或活動
4. WorldFirst 認為超出其或 WorldFirst SG 已經告知您的風險偏好的任何其他行業或活動（合稱“違禁交易”）

如果您不確定您的業務活動是否屬於任何違禁交易，那麼建議您立即聯繫我們，並在開立新帳戶或者把您的現有 World Account 用於此類活動之前尋求澄清。
4. 根據出口管制以及經濟制裁相關的適用法律的要求，您同意並保證您將不會把您的 World Account 用於開展涉及以下十六類物項或其他受出口管制以及經濟制裁相關的適用法律管制物項的交易：
 - 軍事、兵器專用物品
 - 半導體和積體電路
 - 電腦和電子產品以及元件
 - 電信產品和零部件
 - 為資訊安全、監視和/或網路安全入侵而設計的物品
 - 飛機部件/設備
 - 攝像機
 - 天線、全球定位系統、慣性測量單元
 - 呼吸系統、推進器
 - 聲納系統
 - 水下通信
 - 真空泵
 - 晶片製造設備、測試設備, 晶片襯底
 - 晶片襯底
 - 油田設備
 - 機動車（包含汽車， 新能源汽車， 摩托車， 卡車等）
 - 奢侈品
5. 如果您正在任何網上市場銷售產品或服務，並且使用您的 World Account 收取此類收入，那麼您確認，您擁有相關店鋪及其產生的所有資金的所有權。此外，您同意持續向 WorldFirst 提供相關店鋪（包括連結）的詳細資訊。
6. 如果您用您的 World Account 來收集來自支付閘道（例如 PayPal）的資金，那麼您必須是支付閘道帳戶的所有者，並且它應當只能用於接收與帳戶持有者正常業務活動有關的資金（根據上面的第 2 條）。我們可能會不時尋求支援證據，並且您同意立即提供這些資訊。
7. World Account 旨在支持有跨境貨幣需求的企業，您同意遵守公平使用政策，該政策將在您申請後通過電子郵件發送給您。
8. 如果您在美國外國資產控制辦公室限制的任何國家居住、工作或開展業務，或受到適用法律規定的制裁，那麼您不可以使用 World Account 的服務。我們可隨時自行決定終止或限制我們對受制裁國家居民的服務，恕不另行通知。您同意並承諾，您不會使用 World Account 直接或間接地向受制裁主體付款，從受制裁主體處收款。
9. 我們保留隨時暫停或終止您使用 World Account 服務的權利，如果我們有理由相信適用法律要求這樣做，或者為了遵守相關政府機構或認可機構為預防金融犯罪而發佈的建議。
10. 嚴禁將 World Account 的服務用於任何非法目的，包括但不限於欺詐、洗錢和恐怖主義融資。我們將向相關執法機構報告任何可疑活動。您被禁止使用 World Account 服務來試圖濫用、利用或規避任何適用法律。

World Account Asia

Terms and Conditions 條款與條件

11. 如果您進行或試圖進行任何交易違反本使用條款中包含的禁令或未經我們必要的批准，我們保留以下權利 (i) 撤銷交易；(ii) 終止或暫停您使用 World Account 的服務或 World Account；(iii) 向相關執法機構報告交易；以及(iv)向您索賠。
12. 您確認您應該始終遵守所有適用的法律（包括但不限於任何相關政府機構通過的稅法），並且您將支付並負責支付您經營所在的每個司法轄區要求的所有稅費和其他政府收費。您同意，您有責任尋求獨立意見以履行您的稅務責任和任何其他法律責任。
13. 當您的 World Account 從網上市場或支付閘道接收資金，這些資金只能來自經我們批准的網上市場或支付閘道。請按一下此處 <https://www.worldfirst.com/uk/marketplaces/>訪問已批准的列表。
14. 您對本政策的接受將被視為您已經充分理解並接受上述全部使用條款以及 WorldFirst 條款與條件（查看網址 <https://www.worldfirst.com.cn/static/policy/world-account-asia/>）。未能遵守上述任何條款可能被視為對您與我們合約的嚴重違約。若我們將您任何未能遵守上述條款的行為視為嚴重違約，我們將立即終止與您的合約，您享受我們服務的權利將被立即撤銷。
15. 本使用條款中沒有另行定義的詞彙具有 WorldFirst 條款與條件中定義的相同含義。

如果上述任何一項與您的要求不符，請使用我們在 <https://www.worldfirst.com> 這個網站上列出的任何聯繫方式來聯繫我們進行討論。