

開戶聲明細則

以下條款適用於第一金向其使用者提供之網上服務（即下文所指）：

1. 定義

在本協議中，以下名詞有如下的含義及解釋：

"內容"包括需透過網上服務所得的網站內容、軟件、資料、資訊、訊息及其它文本、聲響、影像、圖片圖像等內容；

"個人資料"指代表登記使用者的姓名、電郵、電話號碼及其它有關的個人資料；

"第一金"指第一金向已登記使用者提供的一切相關服務之公司；

"使用者"指所有透過第一金網址 (<http://www.firstbullion.com>) 或其他第一金不時同意的方式成功登記並可使用由第一金提供的一切相關服務之使用者；

"本協議"包括所有內文所載的一般及特別條例；

"網上服務"指所有由第一金提供使用者使用的第一金網上服務和電子交易系統，包括申請登記的網頁、連結及/或其他部份相關的一切服務；

"資料來源"指所有內容供應商（包括但不限於第一金及其它交易所及專業資料提供者）提供予網上服務的資料；

"登入名稱及密碼"指一組用作登入及/或使用網上服務而由第一金提供予使用者的個人識別代號。

2. 第一金之責任

2.1 第一金須授予使用者可透過登記使用網上服務的非專有、不可轉讓之有限特許權，須根據本協議使用網上服務，並遵從網上服務及其內容適用的任何及/或所有版權規定或限制。該項特許權僅供個人使用，並不准許使用者於本地網絡、國際網絡及其他渠道發放內容。

2.2 第一金須為每名使用者提供一組登入名稱及密碼，以作使用者登入網上服務之用。

2.3 第一金保留一切權利 (i) 拒絕使用者登記；(ii) 若第一金認為使用者已違背本協議所載的任何條款或第一金認為於合理、有需要及適當的情況，第一金可在沒有通知使用者的情況下立即暫停使用者登入及/或使用網上服務；(iii) 於任何時間不時修訂本協議的條款及細則而毋須通知使用者。

2.4 第一金可絕對酌情決定隨時增加、修訂或刪除網站任何內容的聲明、宗旨或功能而毋須通知使用者。

3. 使用者之責任

3.1 一經登記使用網上服務，使用者同意並遵守本協議網上服務的條款及細則。

3.2 一經登記使用網上服務，在第一金合理要求下，使用者必須提供第一金所有有關個人資料，並確保個人資料真實、準確、及時且完整。使用者須在第一金有必要時立即通知第一金及時更新個人資料以保持個人資料真實、準確、完整。

3.3 使用者承認網上服務及內容屬第一金及/或資料來源之版權專有者，僅供使用者使用，未經第一金及資料來源之版權專有者（如必要）事先書面同意，使用者不得以任何形式複製、上載、仿製、改編、修改、重新整理、發表、翻譯網上服務提供的內容或將其轉載予第三方。

3.4 使用者不得侵入、竊用、登入、使用或試圖侵入、竊用、登入或使用未獲第一金授權之第一金伺服器、內容及/或任何資料區的任何其他部分。

3.5 使用者不得出讓、轉讓或轉授其於本協議內所提及之權利或義務的所有或任何部分給予第三者。

3.6 使用者不得使用或准許他人使用內容或其任何部分作為任何非法目的或本協議條文禁止下的任何其他目的。

3.7 內容或其任何部份只供使用者本身使用，包括不可散播給第三者。

4. 保證及責任

4.1 免責聲明

4.1.1 使用者承認及同意網上服務以「按現況」方式基準提供，使用者應獨力評估及承擔所有與使用內容及網上服務所帶來的風險。第一金或資料來源概不就網上服務作出任何種類的保證，包括明示或暗示透過網上服務提供的任何內容，包括但不限於不侵犯任何第三方的權利或適用於任何特定目的的可商售性。第一金及資料來源會盡力確保所提供的內容準確可靠，但絕對不保證其準確可靠，且不會對其任何不準確或遺漏所導致的任何損失或損毀承擔任何責任。

4.2 法律責任之限制

4.2.1 第一金概不就其於收集、編制、譯注、編輯、報告或傳遞任何內容時因疏忽所導致的全部或部分直接、間接、後果性或事故性損失、費用或損毀或任何特殊、懲戒性損毀或損害對使用者或任何其他人士承擔責任。在任何情況下第一金概不就任何直接、後果性、事故性或懲戒性損毀（包括任何盈利或儲蓄損失）或任何第三方關乎網上服務或其使用的任何性質索償對使用者承擔責任。

4.2.2 對於第一金及/或第一金服務供應商因使用者使用網上服務及其內容而蒙受或招致的一切索賠、責任、損失、損害及支出，包括但不限於律師費及費用，使用者同意補償第一金並使第一金充份及有效地免受損害。

5. 期限及終止

5.1 期限

5.1.1 本協議在使用者獲第一金批核其網上服務的登記後視為生效，並一直有效直至其終止。

5.2 終止及效力

5.2.1 倘若使用者違背本協議的任何條款或第一金以合理理由認為使用者使用網上服務或與網上服務有關的行為不當，第一金可在沒事先向使用者發出通知的情況下隨時終止服務。

6. 私隱及個人資料收集聲明

6.1 本公司是根據香港法例第 486 章《個人資料〔私隱〕條例》及香港個人資料私隱專員公署不時發出的指引而收集個人資料。詳情請參閱本公司的個人資料私隱政策。使用者一經向第一金發出使用者的個人資料，使用者可能會不時從第一金收到電話、電子郵件及載有促銷材料的直接郵件。倘使用者不想接收，請致函第一金。

6.2 使用者同意使用者提供予第一金的個人資料可由第一金使用、保留及擁有，用於以下目的及使用者與第一金同意的其他目的或法律不時要求的其他目的：(i) 提供網上服務；(ii) 由第一金或第一金代理用於推廣與網上服務有關的商品及或服務；(iii) 因處理網上服務產生或與之有關的任何為使用者所提供的利益。

7. 網上電子開戶聲明

7.1 本公司的書面開戶需簽署的合約文件及網上自動開戶免簽署的合約行為安排均構成有效合同可在法律上予以執行並且具同等的法律約束力。如有疑問，請先徵詢獨立專業人士或法律意見才與本公司建立合約關係。

7.2 客戶在不同所在區域開戶或與本公司建立合約關係或須遵照不同所在區域的不同法律、法規或指引而行事。如有疑問，請先徵詢獨立專業人士或法律意見才與本公司建立合約關係。

8. 規管法律及一般條款

8.1 本協議之條款及細則須受香港特別行政區法律管轄，第一金及使用者雙方均受香港特別行政區法院的非專屬管轄權所管轄。

8.2 就本協議之條款及細則，第一金有權在沒有預先通知使用者的情況下，單方面作出任何更改。

8.3 若本協議之條款及細則的中英版本有任何差異之處，則以英文版本為準。

Account Opening Terms & Conditions

The following regulations apply to online service provision to the users of First Gold (as referred to below):

1. Definition:

In this agreement, the following expressions used shall have the meanings and explanations below:

"Content" including website content, software, data, information, messages and other text, audio, video, pictures, images and so on obtained from the online services.

"Personal information" refers to registered user's name, email address, telephone number and other relevant personal information.

"First Gold" means the company providing all relevant services to the registered users;

"User" refers to all users successfully registered through First Gold website (<http://www.firstbullion.com>) or other approaches agreed by First Gold from time to time and the provision of all relevant services by First Gold;

"This agreement" including all general and special regulations contained;

"Online service" refers to all online services and electric trading systems including web pages for application of registration, links/and/or other parts of all relevant services of First Gold, provided by First Gold to registered users.

"Information Source" refers to all content providers (including but not limit to First Gold, other exchange markets and professional information providers) offering online services;

"Login name and password" refers to a set of personal identification code provided by First Gold for registered users to login/and/or use the online services.

2. The responsibilities of First Gold

2.1 First Gold shall authorize the users to use non-exclusive, non-transferable limit license. The users shall use online services in accordance to this agreement, and comply with any and/or all copyright regulations and restrictions of the online services/and its applicable content. The license is for personal use only, and users are not allowed to distribute online service content to the local network, international network or other channels.

2.2 First Gold shall provide a set of login name and password for every registered user to access online services.

2.3 First Gold reserves all rights to: (i) reject the registration of users»(ii)immediate suspend users to login and/or use the online services without notifications, if any violations of regulations of this agreement contained/or under any reasonable, necessary and appropriate situations considered by First Gold»(iii) amend terms and conditions of this agreement from time to time without notifying users.

2.4 First Gold shall have the right, at its absolute discretion, at any time to add, amend or delete any website content of statement, purpose or function without notifying users.

3. User's responsibilities

3.1 Once registered online services, users shall agree and comply with the terms and conditions of this agreement.

3.2 Once registered online services, under the reasonable request of First Gold, users must provide all relevant personal information as well as ensure that all information provided is true, accurate, timely and complete. Users must immediately notify First Gold to update personal information in order to keep their personal information true, accurate and complete.

3.3 Users shall recognize that all online services and content belong to First Gold and/or proprietary rights reserved by/information source, and only for users to use. The users may not, in any forms, copy, upload, counterfeit, adapt, amend, rearrange, publish, translate online service content or reproduce to a third party.

3.4 Users may not hack, access, use or attempt to hack, access or use First Gold's servers, online service content and//or any data parts that without the authorization of First Gold.

3.5 The users shall not assign, transfer or license all or any rights or obligations under this agreement to a third party.

3.6 The users shall not use or permit others to use the content or any parts thereof any illegal purposes or any other purposes prohibited under this agreement.

3.7 Content or any parts thereof is only for users themselves, including not to spread to a third party.

4. Guarantee and responsibilities

4.1 Disclaimer

4.1.1 The users shall acknowledge and agree that the online services is provided based on the approach of "according to the current situation". The users shall evaluate and bear all risks under the use of content and the online services. First Gold or information source does not offer any sorts of guarantee to the online services, including expressing or implying any content provided through the online services, including but not limited to not infringing upon the rights of any third party or any applicable for specific purpose that could be merchandized. First Gold and information source make every effort to ensure all content provided is accurate and reliable, but absolutely does not guarantee content thereof is accurate and reliable, and also does not be responsible for any losses or damages resulting from any inaccuracies or omissions.

4.2 The liability limit

4.2.1 First Gold shall not, in respect of the collection, compilation or annotation, edit, report or transmit any content caused by negligence of all or part of direct, indirect, consequential or accidental losses or damages, costs or damages, or any special, punitive damages or damages to users or any other party, bear the responsibility. Under any circumstances, First Gold shall not be responsible, for any direct, consequential, accidental or punitive damages (including any losses of profits or savings) or any third party related to the online services or any nature of claims to the users.

4.2.2 The users/, by using the online services and the content thereof suffering or resulting all claims, liability, losses or damages and payment, including but not limited to attorneys' fees and costs for First Gold and/or service providers of First Gold, agrees to compensate First Gold and make First Gold fully and effectively free from the corresponding losses and damages.

5. Validation and termination

5.1 Validity

5.1.1 This agreement is validated once First Gold authorizing user's registration of the online services, and is valid until the termination of this agreement.

5.2 Termination and effectiveness

5.2.1 In case the users violate any regulations of this agreement or reasonable considering the inappropriate of user's usage of the online services or relevant online service behavior by First Gold, First Gold will terminate the services at any time without notify the users.

6. Privacy and personal information collection claim

6.1 On the collection of personal data , the company is in accordance with Chapter 486 "Personal Data

(Privacy) Ordinance" of the Laws of Hong Kong and the Hong Kong Privacy Commissioner for Personal Data guidelines issued from time to time. For details, please refer to our Privacy Policy. Once users send their personal information to First Gold, the users may, from time to time, receive phone calls, emails and direct mails include promotional materials from First Gold. Users do not want to receive these materials could inform First Gold by letters.

6.2 The users agree that their personal information provided to First Gold can be used, retained and owned by First Gold, for the following purposes and the users together with First Gold agree with other purposes or other purposes required by law from time to time: (i) provision of the online services; (ii) relevant products and/or services, for the promotion of the online services by First Gold or agencies of First Gold; (iii) provision of any benefits to the users produced by the online services processing or related to such online services processing .

7. Disclaimer on Account Opening over the Internet

7.1 The contractual documents of our company in relation to (i) the client's account opening bearing the client's signature in writing and (ii) the client's act of account opening via the Internet without bearing the client's signature shall constitute a valid, legally binding and enforceable contract with the same or equivalent legal force and effect. If the client is in doubt, please seek independent legal or professional advice before creating any legal relations with our company.

7.2 Clients residing in different jurisdictions may be required to comply with different applicable local laws, rules, regulations or directives of different jurisdictions for opening accounts or creating contractual relations with our company. If the client is in doubt, please seek independent legal or professional advice before creating any contractual relations with our company.

8. Governing law and general regulations

8.1 The terms and conditions of this agreement shall be governed by the Laws of the HKSAR. First Gold and its users are both subject to the non-exclusive jurisdiction of the courts of the HKSAR.

8.2 Under the terms and conditions of this agreement, First Gold has the right, without any prior notifications to users, to make any changes unilaterally.

8.3 If there is any discrepancy between the English version and the Chinese version of this agreement, the provisions of the English version shall prevail.