



Third Party Platform Application Terms of Use

第三方平台應用程式使用條款

Terms of Use 使用條款

Please read these Terms of Use (the "Terms") carefully as they contain important information regarding your legal rights, remedies and obligations, before using any Third Party Application ("Third Party Application") to access your account via Open API at Saxo Capital Markets ("Saxo") hereafter referred to as the "Service".

請仔細閱讀這些使用條款（“條款”），因為它們包含有關您的法定權利，補償和義務的重要信息，在使用第三方應用程式（“第三方應用”）之前，您可以通過盛資金融的 Open API 登入帳戶（“盛資”）以下簡稱“服務”。

Your access to and use of the Service is conditioned on your acceptance of and compliance with the Terms. The Terms apply to all visitors, users and others who access or use the Service.

連接和使用本服務取決於您是否接受並符合本條款。本條款適用於連接或使用本服務的所有人仕，用戶和其他人。連接或使用服務表示您同意受條款約束。若您不同意這些條款的任何部分，則不得連接或使用該服務。

By accessing or using the Service you agree to be bound by the Terms. If you disagree with any part of the terms then you may not access the Service.

Whereas, Saxo provides an additional Service (as defined above) the Terms form part of your prevailing agreement with Saxo.

而盛資則提供額外的服務（如上所述），該條款是與盛資達成的現行協議的一部分。

It is hereby agreed as follows:

茲同意如下：

You waive all rights towards Saxo 放棄對盛資的所有權利

By accessing the Service you will be directed to third party websites or services that are not owned or controlled By Saxo. When using the Service you are leaving Saxo's controlled environment. Any actions you take when using the Service which may influence your account with Saxo is not Saxo's responsibility.

您將被連接至不屬於或受盛資管理的第三方網站或服務。而使用服務時，您將離開盛資的受控環境。此可能會影響您盛資帳戶的服務時，盛資毋須為您採取的行動負上任何責任。

Saxo has no control over, and assumes no responsibility for your use of the Service. This includes but is not limited to the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that Saxo shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any such websites or services. Saxo strongly advises you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

盛資無法控制並對不會對您使用本服務承擔任何責任。這包括但不限於任何第三方網站或服務的內容，隱私政策或做法。您進一步確認並同意，盛資不對您因使用或依賴任何此類內容，貨物或服務而導致或指稱的任何損害或損失直接或間接承擔責任或義務，通過任何這樣的網站或服務。盛資強烈建議您閱讀您連接的任何第三方網站或服務的條款和條件以及隱私政策。

You acknowledge your right to be granted access 承認您被授予連接權

By using the Service you acknowledge that you have the required legal access to use the Third Party Application. Saxo takes no responsibility for your use of the Third Party Application and has no cooperation or affiliation with the Third Party Application.

通過使用服務，您確認您具有使用第三方應用所需的法律連接權限。盛資對您使用第三方申請不承擔任何責任，與第三方申請沒有任何合作或聯繫。



License 牌照

Subject to your compliance with the Terms, Saxo hereby grants you a non-exclusive, non-transferable, non-sub licensable, revocable license to use the Service solely for your own use as permitted by the Terms. You are not licensed to use the Service for any other purpose, and nothing in the Terms shall be deemed to grant you any right, title or interest in the Service.

在符合本條款的前提下，盛寶根據本條款允許的情況下特此授予您非專有的、不可轉讓的、非子許可證、可撤銷許可證。您沒有許可使用本服務用於任何其他目的，本條款中的任何內容均不被視為授予您本服務的任何權利，所有權或利益。

The right to use the Service is personal, and you shall not allow other persons to use your user access to the Service. If you want to allow a third party to trade on your account, you shall issue a separate power of attorney to the relevant third party. The power of attorney shall be written on one of Saxo's power of attorney forms. The issue of the power of attorney shall be approved by Saxo. A personal user ID and password shall be provided to the holder of the power of attorney by Saxo.

使用本服務的權利是個人的，您不得允許其他人使用您的帳戶連接本服務。如果您想允許第三方在您的帳戶上進行交易，您將向相關第三方發出單獨的委託書。委託書應以盛寶的授權書寫成。授權委託書應由盛寶批准。個人用戶身份和密碼須由盛寶提供給委託書的持有人。

Execution of orders 訂單執行

Saxo is entitled, but is not obliged, to execute any Order received by Saxo in accordance with the provisions of this Section and in accordance with Saxo's normal business practices. This may include execution by means of electronic access via automated order entry system to the order processing system of various exchanges.

根據本條款的規定及按照正常業務做法，盛寶有權利但沒有義務執行所收到的任何訂單。這可以包括通過自動訂單輸入系統的電子連接到各個交易所的訂單處理系統。

You acknowledge that Saxo shall not be considered as having received any Order from you until Saxo acknowledges receipt of it on the relevant electronic message.

您同意並承認盛寶不會被視為已收到您的任何訂單，直到盛寶確認收到相關的電子信息。

If there is a malfunction in the Third Party Application, the Service or the Network which prevents you from being able to transmit Orders to Saxo, Saxo may accept Orders by an alternative system or Network or as otherwise agreed with you.

若第三方應用服務或網絡中出現故障，而阻止您無法向盛寶發送訂單，盛寶可能會接受替代系統或網絡的訂單或以其他方式同意您的訂單。

In any case you are always permitted to log into Saxo's own trading application, SaxoTrader GO for the purpose of submitting Orders or obtaining information about your holdings, balances, orders, positions and other Client information.

無論如何，您可以登錄盛寶自己的交易平台 SaxoTrader GO，以提交訂單或獲取有關您的持有，餘額，訂單，倉位和其他客戶信息。

Saxo shall not be responsible for (i) any error from you in inputting an Order (ii) rejection of or failure to properly transmit any Order by the Network for any reason whatsoever, (iii) the acts or omissions of any third parties or (iv) any error by any other cause outside the direct control of Saxo.

盛寶將不負責 (i) 輸入任何訂單 (ii) 由於任何原因拒絕或未能正確傳送網絡的任何訂單的任何錯誤，(iii) 任何第三方的行為或不作為或 (iv) 由盛寶控制範圍以外的任何其他原因造成的任何錯誤。

You acknowledge that Saxo may from time to time restrict trading in certain financial instruments for regulatory reasons and/or to comply with the law and may, at Saxo's discretion, decline to execute any Order. You shall comply with all directions issued by any exchange to Saxo and your access to any order entry facility giving access to exchange systems.

您同意並承認盛寶可能會因監管原因和/或遵守法律而不時限制某些金融工具的交易，並可能由盛寶自行決定拒絕執行任何訂單。您應遵守任何與盛寶交易所發出的所有指示，以及您進入任何可進入交換系統的訂單輸入設施。

Further you accept (i) that all Orders executed via an exchange will be automatically tagged where required and (ii) to respond in a satisfactory manner to any query or request from or cooperate with any applicable public or private authority or any relevant exchange or market in relation to your activities and transactions which may be redirected from Saxo to you.

此外，您接受 (i) 通過交易所執行的所有訂單將在需要時自動標記，以及 (ii) 以令人滿意的方式響應任何適用的公共或私人單位或任何相關交易所或市場的任何查詢或請求或與之合作關於您的活動和交易，可能會從盛寶重定向到您。



Ownership of Intellectual Property Rights 知識產權之擁有權

Saxo will retain all intellectual property rights relating to Saxo's Trading Platform(s), including all improvements, modifications, translations and derivative works thereof.

盛寶將保留與盛寶交易平台相關的所有知識產權，包括所有改進，修改，翻譯和衍生作品。

Financial or market data provided by Saxo 盛寶提供的財務或市場數據

You accept and acknowledge that any financial or market data provided by Saxo, including but not limited to pricing data whether real time, delayed or end of day price, and any type of instrument, master data or other types of reference data, volume data, depth, news and content, provided is strictly for your own use in your dealings with Saxo.

您同意並承認盛寶提供的任何財務或市場數據，包括但不限於定價數據，無論是實時的，延遲的還是最終的價格，以及任何類型的儀器，主數據或其他類型的參考數據，數據量，深度，新聞和內容，純屬提供給自己與盛寶作交易用途。

Further, distribution of data is under no circumstances permitted and you agree not to redistribute, transfer, reproduce, derive, sell or in other ways exploit any data provided by Saxo.

此外，在任何情況下都不允許分發數據，閣下並同意不重新分配，轉讓，複製，衍生，出售或以其他方式利用盛寶提供的任何數據。

Liability and Indemnity 責任和賠償

Please be advised that you as a Client use the Service and the Third Party Application at your own risk and Saxo is not liable for any use of the Service or the Third Party Application. The Service, Third Party Application and its content are provided "as is" and Saxo does not represent the functionality or suitability of the Service or the Third Party Application to you, or that it will be uninterrupted or error free. All conditions, warranties, covenants, representations and undertakings which might be implied, whether statutory or otherwise, in respect of Saxo's obligations hereunder are excluded to the maximum extent permitted by law.

請注意，作為客戶的您使用服務和第三方應用須自擔風險，盛寶不對使用服務或第三方應用負責。服務，第三方應用及其內容“按當時”提供，盛寶不表示本服務或第三方應用對您的功能或適用性，或者不會中斷或無錯誤。對於盛寶的義務而言，法定或其他方面可能暗示的所有條件，保證，約定，陳述和承諾在法律允許的最大範圍內被排除在外。

Saxo does not accept liability for unavailability of the Service. For technical and operational reasons, access to the Service may temporarily be restricted or interrupted. These restrictions or interruptions may be due to modifications or improvements of the system, repair, maintenance or other work required for the proper and optimized operation of the Service or for reasons beyond Saxo's control.

盛寶不對本服務不可用時負責。盛寶可能於技術和操作原因會暫時限制或中斷對服務的連接。這些限制或中斷可能是由於系統的修改或改進，修理，維護或本服務的精確和優化操作所需的其他工作，或由於盛寶控制之外的原因。

Saxo does not accept liability for unavailability of the Service due to any modification, suspension, withdrawal or disconnection of the Service.

由於本服務的任何修改，暫停，撤銷或斷開連接，盛寶不承擔服務不可用的責任。

General Provisions 一般規定

Nothing in this Agreement will be construed as creating a partnership or joint venture of any kind between you and Saxo, and neither you nor Saxo will have the authority to bind the other party or to contract in the name of or create a liability against the other party in performing its obligations or exercising its rights under the Terms.

本協議中的任何內容均不會被視為在您與盛寶之間建立任何形式的合夥或合資企業，也不會與盛寶有權對另一方約束或以另一方的名義簽訂合同或對另一方承擔責任 締約方履行其義務或行使其條款規定的權利。

Modifications to Service 服務修改

You acknowledge and agree that the Service may be modified, suspended or withdrawn by Saxo at its sole discretion. Saxo will make regular modifications to the Service, having no effect on your features with no prior notice. Should Saxo need to introduce new features which are not backwardly compatible with the old features, Saxo will notify you (30) days prior to any such modification of the Service.

您承認並同意，本服務可能由盛寶自行決定修改、暫停或撤銷。盛寶將定期修改本服務，對您的功能沒有任何影響的恕不作事前通知。如果盛寶需要引入與舊功能不兼容的新功能，盛寶將在任何此類服務修改之前 30 天通知您。



Notwithstanding anything to the contrary herein, Saxo shall be entitled to modify, suspend or withdraw/disconnect the Service at any time to the extent that Saxo determines that such modification, suspension or withdrawal/disconnection is necessary to avoid material errors or Unauthorized Activity from occurring no matter whether such material error or Unauthorized Activity is caused by you.

儘管有任何相反的規定，盛寶有權隨時修改，暫停或撤銷/斷開服務，但在盛寶確定需要進行此類修改，暫停或撤銷/中斷連接以避免重大錯誤或未經授權的活動發生的情況下，無論此類重大錯誤或未經授權的活動是否由您造成。

Termination 終止

Saxo may terminate or suspend access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

盛寶可能因任何原因立即終止或暫停使用本服務，恕不事前通知或衍生責任，包括但不限於您有否違反本條款。本條款的所有條款性質應在終止後仍然存在，包括但不限於所有權條款、擔保免責聲明、賠償責任和責任限制。

Governing Law; Consent to Jurisdiction. 適用法律; 同意管轄權

The Terms are subject to the laws of Hong Kong and both parties hereby irrevocably submit to the exclusive jurisdiction of the Hong Kong courts. Any failure to enforce any provision of the Terms shall not constitute a waiver thereof or of any other provision. The Terms may not be amended, nor any obligation waived, except in writing and signed by all the parties hereto.

本條款受香港法律約束，雙方均無法推翻適用香港法院的專屬管轄權。任何未能執行任何條款不得構成其放棄任何其他條款。條款不得修改，或不得免除任何義務，除非以書面形式和所有方簽署。

Acceptance of Terms of Use 接受使用條款

By using and accessing the Service, I agree to have read and accept the following:

通過使用和連接服務，我同意閱讀並接受以下內容：

These Terms; 這些條款;

Risk Warning; 風險警告;

Privacy Policy; and 私隱政策; 和

General Terms of Use. 一般使用條款。