

For Chinese version, kindly redirect to page 27. 中文版本請跳轉至第 27 頁。

## **SUNRATE User Agreement HK EN v4.2**

Please read the Agreement (as defined below) carefully before accessing or using the Services (as defined below) provided by SUNRATE (as defined below), in particular, the provisions shown in bold. If you agree to this Agreement by clicking on the relevant page or by other means, you indicate that you have fully understood and agreed to all provisions of this Agreement. If you have any doubt about the Agreement, please contact us for more information and/or consult a solicitor or other competent legal advisor.

### **1. About Us and Contact Us**

1.1 The Services under this Agreement will be provided by Sunrate Solutions Limited or its affiliated companies in the SUNRATE Group established outside Mainland China (together or separately as “we”, “us” or “SUNRATE”) or other qualified Service Providers in cooperation with Sunrate Solutions Limited.

1.2 Sunrate Solutions Limited is a limited company established in Hong Kong and provides global payment and treasury solutions. Our website is [www.sunrate.com](http://www.sunrate.com). Sunrate Solutions Limited is licensed by Hong Kong Customs and Excise Department as a Money Service Operator under license No. 16-11-02003.

1.3 Contact Us

You may contact us by email to [contact@sunrate.com](mailto:contact@sunrate.com). All communications relating to the Agreement and the Services, whether in oral or in writing, may be conducted in Chinese or English.

## 2. Definitions and Interpretation

For the purposes of this Agreement,

2.1 “Agreement” means this SUNRATE User Agreement, its later versions, its appendices and supplementary agreements (if any).

2.2 “Applicable Law(s)” means any law, regulation or generally accepted industrial practices or guidelines in any jurisdictions applicable to your use of the Services, which shall include laws governing payment services, anti-money laundering or terrorist financing requirements, and those related to unlawful sale or purchase of any goods or services, export/import activity and taxation.

2.3 “Book Transfer” means a payment transaction, initiated by a customer, from its SUNRATE Account directly to another SUNRATE Account.

2.4 “Business Day” means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong.

2.5 “Designated Bank Account” means a bank account:

- a) held by you or your beneficiaries whose information is provided by you to SUNRATE for receiving the Funds, or
- b) held by SUNRATE for you to transfer your Funds to SUNRATE, or

c) otherwise referred to in the Agreement as the context may require.

2.6 “Funds” means the funds received by SUNRATE from you or from your Payers in the course of our providing the Services.

2.7 “Hong Kong” means Hong Kong SAR, People's Republic of China.

2.8 “Payer” means the party to or via which you sell products or provide services and from which SUNRATE collects Funds on your behalf.

2.9 “Privacy Policy” means the privacy policy we execute to collect, use, retain, disclose and safeguard the personal information you provide to us, including SUNRATE Privacy Policy and its later versions.

2.10 “Sanctioned Party” means (a) a party that any one or more of the United Kingdom, the European Union, the United States, Hong Kong or the United Nations has listed as a target or subject of sanctions; or (b) a party which is 50% or more owned (separately or in aggregate) by, or otherwise controlled by, any of the foregoing.

2.11 “Services” means the global payment and treasury solutions provided by SUNRATE, including but not limited to global collection service and international payment service.

2.12 “Service Provider” means any third party service provider used by SUNRATE in the course of supplying the Services to you, including but not limited to banks, payment service providers, clearing networks and other third parties providing payment processing services.

2.13 “SUNRATE Account” means the customer account that SUNRATE sets up for you allowing you to use the Services.

2.14 “SUNRATE Service Code(s)” means the virtual bank account number (sub-account number) provided by SUNRATE to you for collection purposes, to which your Payer or you could send Funds. You may check your SUNRATE Services Code(s) in your SUNRATE Account.

2.15 “SUNRATE Website” means the website accessible at [www.sunrate.com](http://www.sunrate.com) and/or any SUNRATE platform via which SUNRATE may provide the Services.

### **3. Opening of SUNRATE Account**

3.1 In order to open a SUNRATE Account we require:

- a) Confirmation of your acceptance of the Agreement;
- b) Confirmation of your acceptance of our Privacy Policy and any other policy which may be included during the registration process;
- c) Your acceptance and cooperation in providing any information and/or documentation in connection with the performance of this Agreement. Such information or documentation includes but is not limited to, the certificate of incorporation of your entity, information of shareholder(s) and ultimate beneficial owner(s). You shall ensure such documentation and/or information is legal, complete, true and accurate;

d) If you are a company, in order to register our account on behalf of a business or commercial entity, you must be legally authorized to agree to the Agreement under the entity's formation documents, as well as under applicable laws.

3.2 You shall use the Services and your SUNRATE Account for commercial purposes only.

We reserve the right to determine if a transaction is for commercial purpose and you shall provide proof of such upon our requirement.

3.3 You agree that we may take necessary measures, including use of third party agencies or data bases, to check and verify the information provided by you. Such measures may be taken before or during your use of the Services. You also acknowledge and agree that the requirements for the information and/or documentation to be provided by you may be adjusted to comply with Applicable Law.

3.4 By opening an account with us, you confirm that you have regular access to the internet and email and that you are able to store the information we sent to you by email or other electronic means in a durable medium, for example, by retaining an email sent to you by us for future reference. We may contact you in relation to your obligations under this Agreement and/or any transactions by email or telephone and it is for you to ensure that your contact details are up to date at all times.

3.5 We reserve the right to decline to open a Sunrate Account at any time and for any reason and are under no obligation to disclose the reasons.

3.6 You authorize the individual registering a SUNRATE Account in your name or otherwise designated by you in writing to act as your operator and carry out operations on your behalf in connection with the Services under this Agreement.

## 4. Services Provided by Us

The Services under this Agreement including global collection service and international payments service. You may use all or part of the Services.

### 4.1 Global Collection Service

4.1.1 The global collection service we provide is a service whereby we collect Funds as your limited collection agent (as described below) from Payers approved by us and, in partnership with our affiliate or Service Provider, subsequently remit those Funds to your Designated Bank Account.

#### 4.1.2 Limited Collection Agent

- a) You hereby appoint us and any Service Provider as your limited collection agents solely for the purpose of receiving Funds from Payer on your behalf and remitting such Funds to your Designated Bank Account. The holder of such Designated Bank Account shall be you or an entity which has commercial relationship with you. We do not act as your fiduciary, trustee or custodian.
- b) You agree that the Funds paid by Payer to us shall be considered the same as a payment made directly to you, such that the Payer's obligation to pay you is fulfilled upon our receipt of the corresponding Funds.

- c) You understand that our obligation to pay you is subject to our successful receipt of the associated Funds from a Payer. We will remit to your Designated Bank Account(s) only for such amounts that have been successfully received by us from a Payer. In the event that we are unable to remit Funds to your Designated Bank Account because we have not received payment from the Payer, you are not entitled to request us to fulfil payment obligations.

#### 4.1.3 SUNRATE Service Code(s)

- a) After you open a SUNRATE Account, we may provide you with one or several SUNRATE Service Codes depending on your application, which you may provide to the relevant Payer as the account into which you would like your Funds to be received. You shall not render the Payer any right to debit such account. You shall be liable to us for any debit on such bank account by a Payer or other third party made at your direction.
- b) Please note that the Sunrate Service Code we provide is not a physical bank account.
- c) We have legal and beneficial ownership of the bank account which the SUNRATE Service Code relates to, and you acknowledge that you have no right in such bank account. You must not represent to your Payer or any other person that such bank account belongs to you.
- d) Your SUNRATE Service Codes are unique to you and it is your responsibility to keep this information safe. Meanwhile, you must take all reasonable steps to

secure the login credentials of your SUNRATE Account. You should notify us immediately of any unauthorized use of or access to your SUNRATE Account user name or password. If you allow another person to access your SUNRATE Account, we will assume that you have authorized such use, and you will be liable for all the consequences resulting from such use.

- e) You will be able to view information regarding your Funds, any other interests and fees in your SUNRATE Account. You are advised to review this information regularly and contact SUNRATE as soon as possible as you observe or suspect any discrepancies or issues.
- f) You agree that we may provide your information to Payers upon their request if necessary. Where applicable, you agree that we may take all necessary steps to confirm any information relating to your use of SUNRATE Service Code.

4.1.4 You may only receive Funds from the Payer(s) approved by us. Whether to approve a Payer and whether to receive Funds from that Payer shall be at our sole discretion.

Funds sent by Payers that are not approved by us will be rejected. Any costs and expenses associated with such rejected Funds shall be borne by you, as applicable.

4.1.5 The global collection service will only accept the Funds transferred to us by bank transfer from approved Payers. We do not accept Funds in cash or via credit card, money order or check. Otherwise, we will reject such Funds and you shall be liable for any costs or fees (if applicable) associated with it.

4.1.6 All Funds transferred in must be in the currency which is set with the corresponding SUNRATE Service Code. Otherwise, you shall be liable for all the costs, fees and losses arising therefrom.

4.1.7 The time it takes for the Funds to reach us is not within our control. If the Funds are not received by us within five (5) Business Days, you may request that we initiate an enquiry on your behalf.

4.1.8 The amount of Funds you receive in your Designated Bank Account will be equal to the amount of Funds we receive from a Payer less any applicable fees. The beneficiary bank may also charge fees for receiving or holding the Funds on your behalf. SUNRATE is not liable for any such fees.

4.1.9 Any issues or disputes between you and Payer and not related to the Services under this Agreement should be resolved directly by you and the relevant Payer. Any such issues or disputes are not the responsibility of Sunrate. You shall compensate Sunrate for any losses arising therefrom.

4.1.10 You agree to avoid any direct communication with any Service Provider that supports the global collection service. Any direct contact with such a Service Provider regarding the global collection service may result in immediate termination of your use of the global collection service.

4.1.11 The Funds paid by your Payer may be withheld by us on reasonable grounds or for the following purposes: (i) at the request of regulators or Service Providers; (ii) for the prevention of unlawful activity or fraud; or (iii) for security or investigation purposes.

## 4.2 International Payment Service

4.2.1 The international payment service can be used in conjunction with the currency exchange service. You hereby undertake that, when you use the currency exchange service, you buy and sell currency for commercial purposes only, including, but not limited to purchasing goods and services, and you should NOT use any currency exchange service for investment or speculative purposes, such as trying to profit from fluctuations in foreign exchange rates. We do NOT provide any leveraged foreign exchange service in any form.

4.2.2 Upon receipt of the transaction instruction of your currency exchange, we will specify the amount of the sale currency, the amount of the purchase currency, the currency exchange rate offered and the payment costs (if applicable) (collectively as “Transaction Terms”). Once you accept the Transaction Terms in the ways agreed upon by both parties, e.g., by clicking to confirm, or by sending (including by electronic means) notifications or letters to us, you will become legally bound to perform the currency exchange in accordance with those Transaction Terms.

4.2.3 If you inform us that you intend to cancel a currency exchange, we will cancel it at our sole discretion. If you notify us that you wish to amend any of the Transaction Terms of a currency exchange, we will at our sole discretion only agree to such amendments that are reasonable based on the market conditions.

4.2.4 If we have reasonable doubts of any threat of legal action or an insolvency event against you, we may cancel the currency exchange unilaterally.

4.2.5 If you fail to perform any of your obligations under the Agreement, we are entitled to cancel any unsettled currency exchange without further notice to you and deduct any amount from any Funds we hold on your behalf so as to compensate for any actual loss we suffered therefrom. If the Funds we hold on behalf of you is insufficient to compensate for our losses as a result of such, you are obliged to pay us the difference between the two within the period notified by us.

4.2.6 Once the currency exchange is completed, the remaining purchase currency we are holding will be available for onward payments based on your instructions, provided that no amounts are owed to us by you.

4.2.7 It is your responsibility to ensure that true, accurate and complete payment instructions for the beneficiary of the payment are provided to us in advance of such payment.

4.2.8 If you provide or confirm incorrect beneficiary details, we will not be liable for any loss you incur. Notwithstanding the foregoing, we will still make reasonable efforts to assist you in the recovery of your Funds. However, we will not guarantee the recovery of your payment or be liable for any failure to recover any such Funds.

4.2.9 If we receive inaccurate information regarding Designated Bank Account from you which results in the Funds being rejected by a bank, you may be charged with a fee, the amount of which may be deducted from the Funds held by us on your behalf.

4.2.10 We may reject your payment instruction if you have not satisfied your obligations under the Agreement (including but not limit to failure to provide accurate and complete payment instructions of the payment to your beneficiary).

4.2.11 If we receive your payment instruction before or by 14:00 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 14:00 on a Business Day or on a non-Business Day, your payment instruction will be deemed to have been received on the next Business Day.

4.2.12 We will make efforts to ensure that all payments are completed within 3 Business Days upon receiving such instruction. If we are unable to complete such payment within 3 Business Days upon receiving such instruction, we will immediately notify you of the cause and advise you to cancel the payment.

4.2.13 You are responsible for all the bank charges incurred during funds transfer with us. We are responsible for the charges incurred at our outward remittance bank. The amount you transferred to us shall be the amount actually credited to our Designated Bank Account. We will remit the amount as agreed, but will not be responsible for charges incurred at the banks other than our outward remittance bank, such as the charges at the beneficiary banks or correspondent banks.

4.2.14 You consent to our including your full name and any other details required to enable us to fulfil with our compliance obligations in your payment details to be sent to the beneficiary to perform our compliance obligations.

4.2.15 If you intend to recall a payment after the time for cancelling or amending a payment has lapsed, we will make all reasonable endeavours to assist you with a recall, however, we will not guarantee any recovery of your payment or be liable for any failure to recall such payment.

4.2.16 If the payment has already been credited to your Designated Bank Account, we usually may only recall the payment with the consent of the bank account holder. We will make all reasonable endeavours to assist you with the recall; however, we will not guarantee any recovery of your payment or be liable for any failure to recall such payment.

4.2.17 We reserve the right to reject partial or all payments of the Funds at any time and for any reason, including but not limited to, compliance with anti-money laundering and counter-terrorist financing requirements and our internal policies. When we reject the payment and you enquire the reason, we may only disclose the reason for such rejection as permitted by our internal policies.

4.2.18 If you initiate a Book Transfer, you represent and warrant that: (i) the account holder of the other SUNRATE Account to receive such funds is your affiliated company, supplier, or otherwise as approved by SUNRATE; (ii) the underlying background of such payment transaction is real and compliant with all Applicable Laws; (iii) the funds to be transferred is not associated with any illegal activity, money laundering, terrorism financing, or tax-related offence; and (iv) you will be liable for any and all legal consequences resulting from your own violation of this Agreement or any

Applicable Laws, and shall release, defend, indemnify and hold SUNRATE and its affiliates and Service Providers and their respective directors, officers, employees and agents harmless from and against any and all claims, actions, liabilities, damages, regulatory penalties, losses and expenses in connection thereof.

## 5. Fees

5.1 All fees which may be charged by us are disclosed in your SUNRATE Account. You agree that we may, at our sole discretion, make reasonable adjustments to the fees and display them in your SUNRATE Account. If you do not accept the adjusted fees, you may terminate the Services. Your continued use of the Services constitutes your acceptance of the adjusted fees.

5.2 You hereby authorize us to charge fees for a particular transaction from the Funds SUNRATE pays or collects on your behalf. Any fees paid by you may be viewed at all times through your SUNRATE Account.

5.3 We may from time to time offer special offers or promotions to you, such as coupons. The availability and applicability of any such promotions is at the sole discretion of us.

5.4 If you have any questions regarding any fees charged in connection with the Services, please contact SUNRATE Relationship Manager.

## 6. Compliance Obligations

6.1 In accordance with our obligations under Hong Kong law, we are required to carry out appropriate due diligence measures. You are required to provide us with all necessary documentation and information that we may request for, including, but not limited to, the following:

If you are a company:

- a) Certificate of incorporation (or its equivalent);
- b) Memorandum and articles of association, trust deed or other constitutional documents which evidence the powers that regulate and bind the entity;
- c) Extract of the entity's business profile from the relevant corporate or business registry or government body of the entity's place of registration or incorporation;
- d) Documentary evidence authorising the individual that is acting or appointed to act on the entity's behalf;
- e) List of directors;
- f) Ownership and control structure chart;
- g) Identification document(s) of:
  - i) the individual that is acting or appointed to act on the entity's behalf;
  - ii) all ultimate beneficial owners of the entity that are natural persons; and

iii) all directors,

containing each of their full name(s), identification card number(s) or passport number(s), address(es), date(s) of birth, and nationality(ies);

h) A copy of the purchase order or other contract or any similar document that demonstrates the need for the payment to be made to the beneficiary or for the payment to be collected from the payer;

i) Beneficiary or payer details; and

j) Any other documents we require to verify such information, e.g., any certified copies of the abovementioned documents.

If you are an individual:

a) Your identification document containing your full name, identification card number, address, date of birth and nationality;

b) A copy of the purchase order or other contract or any similar document that demonstrates the need for the payment to be made to the beneficiary;

c) Beneficiary details; and

d) Any other documents we require to verify such information, e.g., any certified copies of the abovementioned documents.

- 6.2 You are obliged to assist us to verify the authenticity, legitimacy and validity of your payment and collection transactions. If there is firm evidence of non-compliance of a transaction, we may reject the transaction without liability, and you will bear all resulting losses and costs (if applicable).

## 7. Security of Funds

- 7.1 Funds transferred to SUNRATE will be placed in underlying bank accounts in our name until they are paid to your Designated Bank Account. You agree that these Funds will be placed in aggregation with Funds of our other customers. The Funds of customers will be kept separately from SUNRATE operating funds.

- 7.2 We will not pay interest on the Funds held in your SUNRATE Account. SUNRATE Account does not constitute a bank account or a financial instrument. Funds held in SUNRATE Account is not subject to protection of the Hong Kong Deposit Protection Scheme.

## 8. Set-off

If you fail to pay us any payable amount, we will deduct any outstanding amounts and/or fees from any balance we hold for you before returning the remaining Funds to you. If the Funds we hold on behalf of you is insufficient to compensate for such payable amount, you are obliged to pay us the difference.

## 9. Prohibited Activities

9.1 You may not use the Services except as permitted by the laws of the jurisdiction in which you reside and any other Applicable Laws.

9.2 In connection with your use of the Services, you may not and you agree that you will not assist or enable others to: (i) breach or circumvent any applicable laws or regulations, your agreements with third parties, third-party rights, or the Agreement; (ii) use the Services for any commercial or other purposes that are not expressly permitted by the Agreement; (iii) provide a Designated Bank Account that is not yours or that you are not entitled to use; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by SUNRATE, any of SUNRATE's affiliates, a Service Provider or any other third party to provide the Services; (v) take any action that damages or adversely affects, or could damage or adversely affect, the performance or proper functioning of the Services; (vi) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services; or (vii) violate or infringe anyone else's rights or otherwise cause harm to anyone.

## 10. Security of Information

10.1 SUNRATE has implemented commercially reasonable administrative and technical procedures to protect your personal information from accidental loss and from unauthorized access, use or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such

personal information for improper purposes. Therefore, you acknowledge that you provide us with your personal information at your own risk.

10.2 You agree that SUNRATE is permitted to share information about you: (i) with our Service Providers; (ii) with our regulators to fulfil our compliance obligations; (iii) with third parties, if we believe that doing so may prevent financial loss or a violation of law; and (iv) with any other party as may be required by law, including in response to a court order; (v) with any other third party based on your authorization.

10.3 Our provision of and your use of the Services shall be in compliance with our Privacy Policy. Our Privacy Policy explains how and for what purpose we collect, use, retain, disclose and safeguard the personal information you provide to us. Please make yourself familiar with the Privacy Policy, which is available on the SUNRATE Website.

## **11. Limitation of Liability**

11.1 You acknowledge and agree that, if you permit or authorize another person to use your SUNRATE Account in any way, you are responsible for the actions taken by that person.

11.2 Neither SUNRATE nor any other party involved in providing the Services, including Service Providers, will be liable for any incidental, special, exemplary or consequential damages, including profit loss, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of use of or inability to use the Services, from any communications, interactions or other

activities as a result of your use of the Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and regardless of whether SUNRATE has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed its essential purpose.

11.3 Neither SUNRATE nor its Service Providers guarantee that the Services will be error-free or that access will be continuous or uninterrupted. You understand that you bear the risk of downloading or otherwise obtaining content or services from SUNRATE Website.

## 12. Indemnification

12.1 You agree to release, defend, indemnify and hold SUNRATE and its affiliates and Service Providers and their respective directors, officers, employees and agents harmless from and against any and all claims, liabilities, damages, losses and expenses incurred as a result of your fault or negligence.

12.2 You assume exclusive responsibility for your products or services, and for the buyers of your product or services, and Payers in connection with the Services, and you shall indemnify and hold SUNRATE harmless from any claim by any such buyer or Payer against SUNRATE.

## 13. General Representation and Warranty

13.1 You represent and warrant that (i) your use of the Services will be in strict accordance with the Agreement, our Privacy Policy, and all applicable laws and regulations

(including all Applicable Laws regarding the transmission of technical data exported from the country of which you are a citizen or in which you reside) and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights of us or any third party.

13.2 You represent and warrant that all Funds transferred to our Designated Bank Account is not associated with any illegal activity or tax issues and that you will be liable for any legal consequences resulting from your own violation of any Applicable Laws. We may be required by tax authorities to withhold the Funds we hold on your behalf, and we will not be liable for any losses incurred to you as a result.

13.3 You represent and warrant that, by registering to use the Services, you don't breach your agreement with the relevant third party.

13.4 You represent and warrant that:

- a) You do not have any direct/indirect financial or commercial relationship involving a sanctioned location (e.g. Iran, Syria, Cuba, North Korea, Belarus, Crimea and Sevastopol) or any sanctioned party;
- b) You do not have any business or financial activity or relationship involving the Russian energy, intelligence services sector or involving any financial product or services provided to Russian entities;
- c) You do not have an ownership interest in any asset that is located in a sanctioned location (including an entity that is incorporated or based there); and

- d) You do not have a shareholder or ultimate beneficial owner who is located in a sanctioned location (including an entity that is incorporated or based there, and an individual who holds the nationality of a sanctioned country or lives in a sanctioned location). If you are an individual, this sub-provision will not apply.

**13.5** You represent and warrant that if there is any change in the information or documents you provide to us, including but not limited to the following, you shall inform us within thirty (30) days of such change and provide us with an updated document.

- a) If you are a company:
  - any adjustment in your shareholding structure, any change to the certificate of incorporation of your entity or the expiration of aforesaid certificate;
- b) If you are an individual:
  - any change to your identification document or the expiration of aforesaid document.

**13.6** If you violate any obligation under the Agreement or any representations and warranties made by you, leading us to be accused or held liable by any government authority, judicial authority, etc., or suffer any loss, you shall indemnify us unconditionally for all the losses.

## **14. Termination**

**14.1** If you terminate your use of the Services, either on your own initiative or by us, we will close your SUNRATE Account in accordance with our internal policy where

applicable, and you agree to bear all the losses, costs and other consequences arising therefrom, including but not limited to the following.

- a) From the date of closure, you will not be able to use any functions and services (including but not limited to logging into your SUNRATE Account, receiving Funds from payers, etc.).
- b) We will deal with the Funds in your SUNRATE Account, the uncompleted transactions and information provided by you and generated in the transactions, etc. in accordance with the provisions of Applicable Laws.
- c) If you have any outstanding amounts owed to us, we will deduct such amounts from any Funds we hold on your behalf; if the Funds we hold on your behalf are insufficient to cover such amounts, you shall pay us the difference between the two.

14.2 We reserve the right to terminate your access to the Services at any time, with or without notice to you, in accordance with our internal policies, including, without limitation, for the following reasons: (i) you materially breach your obligations under this Agreement; (ii) you provide us with inaccurate, fraudulent, out-of-date, or incomplete information; (iii) you violate Applicable Laws or infringe on third party rights; and/or (iv) we have reasonable grounds to believe that such action is necessary to protect us, our Service Providers or other third parties.

14.3 All provisions which should reasonably survive the termination shall survive such termination, including but not limited to Provisions 4.1.9, 12, 13.6 etc.

## 15. Applicable Law and Jurisdiction

The interpretation and enforcement of the provisions of the Agreement shall be governed by laws of Hong Kong. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

## 16. Important Provisions

16.1 You are responsible for compliance with any and all laws, rules, regulations and tax obligations which may apply to your use of the Services.

16.2 This Agreement constitutes the entire and exclusive understanding and agreement between SUNRATE and you regarding the Services, and supersedes and replaces any and all prior oral or written understandings or agreements between SUNRATE and you regarding the Services. This Agreement will be amended by a revised version to be published by Sunrate.

16.3 Unless acknowledged and agreed to by us in writing, SUNRATE's failure to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision. Except as expressly set forth in the Agreement, the exercise by either party of any of its remedies under the Agreement will not prejudice against its other remedies under the Agreement or otherwise as permitted under law.

16.4 You may not assign or delegate the Agreement and your rights and obligations hereunder without prior written consent of Sunrate. You shall not grant any third party a legal or equitable interest in your Funds in connection with your use of the Services.

16.5 For the avoidance of doubt, Sunrate does not provide any legal, regulatory, investment, tax, business, financial or accounting advice of any kind. Each transaction decision is made by you. We shall not be liable for any losses, including losses resulting from foreign exchange fluctuations before and after your currency exchange. We may provide market information at your request, but such information is not provided as advice, nor should you draw any conclusions from this information.

16.6 If any provision of the Agreement is held to be void or unenforceable, such provision will be deemed repealed and shall not affect the validity and enforceability of the remaining provisions.

16.7 The provisions of the Agreement do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the Service Providers are third-party beneficiaries of the Agreement for purposes of enforcing provisions related to the remittance of Funds;

however, consent or agreement of the Service Providers is not necessary for any amendments to the Agreement.

16.8 We are continually updating the Services, which means we must amend the legal provisions attached to the Services from time to time. After such amendments of the Agreement take effect, your continued use of the Services will be subject to the newly updated Agreement. Notwithstanding the foregoing, any dispute which arises before such amendments shall be governed by the terms in force at the time of the dispute.

16.9 Under special circumstances, including but not limited to violent fluctuations in the financial market, our business risks will increase significantly. At that time, we will be entitled to suspend the confirmation of transactions with you. Before suspending the confirmation of transactions, we will execute the transactions which we have already confirmed with you in accordance with the confirmed terms.

16.10 In the event that we are unable to perform our obligations under the Agreement or transactions or to provide any Services due to factors beyond our control, we will notify you as soon as practicable within a reasonable period of time and will make reasonable efforts to refund any Funds which you have paid. However, if we fail to fulfil our obligations under such circumstances, we will not bear any responsibility and will be entitled to reclaim from you any reasonable costs incurred during the implementation of the Agreement.

Revised on 14 August 2025

Effective on 15 August 2025

## SUNRATE 使用者協定 HK CN V4.2

請您在訪問或使用本協定下由 SUNRATE（如下所述）提供的 SUNRATE 服務（如下所述）前，仔細閱讀《SUNRATE 使用者協定》（下稱“本協定”、“協定”），尤其是本協定下以粗體展示的條款內容。若您通過頁面點擊或其他方式表示對本協定的同意，即表示您已完全理解並同意本協議所有約定。如果您對本協議有任何不理解之處，請聯繫我們獲取更多資訊和/或諮詢律師或其他有資質的法律顧問。

### 1. 關於我們及如何聯繫我們

1.1 本協定下服務的提供方為 Sunrate Solutions Limited 或 SUNRATE 集團中其他非中國大陸的關聯公司（統稱“我們”或“SUNRATE”）和/或 Sunrate Solutions Limited 使用的其他有資質的服務提供者。

1.2 Sunrate Solutions Limited 是一家提供全球支付與財資管理相關產品及解決方案的香港有限公司。我們的官網地址是 [www.sunrate.com](http://www.sunrate.com)。Sunrate Solutions Limited 系香港海關授權的金錢服務經營者，牌照編號：16-11-02003。

1.3 如何聯繫我們

您可以通過如下電子郵件方式聯繫我們：[contact@sunrate.com](mailto:contact@sunrate.com)。所有與本協定和 SUNRATE 服務有關的溝通，無論是口頭或書面溝通，可以中文或英文進行。

### 2. 定義及釋義

為本協定之目的：

2.1 “協議”指本《SUNRATE 使用者協議》及後續更新版本、其附件及補充性協定（如有）。

- 2.2 “適用法律”是指您使用 SUNRATE 服務時所適用的任何司法管轄區的任何法律、法規或行業普遍接受的做法或準則，包括但不限於與支付服務相關的法律、反洗錢或恐怖主義融資要求，以及與非法銷售或購買任何商品或服務、進出口、稅收規定相關的內容。
- 2.3 “帳戶間轉帳”指由客戶發起的從其 SUNRATE 帳戶直接到另一個 SUNRATE 帳戶的支付交易。
- 2.4 “工作日”指銀行在香港正常經營一般業務的工作日（星期六、星期日或法定節假日除外）。
- 2.5 “指定銀行帳戶”是指下列銀行帳戶：
- (1) 您提供給我們用於接收資金的您或您收款方的銀行帳戶；或
  - (2) 我們持有的銀行帳戶，供您將資金轉移給我們；或
  - (3) 依據協議條款上下文而指代的其他銀行帳戶。
- 2.6 “資金”指我們在提供服務過程中，從您或您付款方處接收的資金。
- 2.7 “香港”指中華人民共和國香港特別行政區。
- 2.8 “付款方”指您向其或通過其銷售產品或服務的一方，我們以您的名義從其處接收資金。
- 2.9 “隱私政策”指我們在收集、使用、保留、披露和保護您提供給我們的個人資訊時執行的隱私政策，包括《SUNRATE 隱私政策》及其後續不時更新的版本。
- 2.10 “受制裁方”指 (a) 被英國、歐盟、美國、香港或聯合國中的任何一個或多個列為被制裁的目標或物件；或 (b) 被上述任何一方（單獨或合計）擁有或以其他方式控制 50%或以上的一方。

2.11 “服務”指我們所提供的全球支付與財資管理相關產品及解決方案，包括但不限於全球收款服務、國際支付服務。

2.12 “服務提供者”指我們在向您提供服務過程中所使用的任何協力廠商服務提供者，包括但不限於銀行、支付服務提供者、清算網路和其他提供支付處理服務的協力廠商。

2.13 “SUNRATE 帳戶”指我們為使您能使用服務而開立的帳戶。

2.14 “SUNRATE 服務代碼”指我們為收款目的而提供給您的虛擬銀行帳戶號碼（子帳戶號碼），您可在您 SUNRATE 帳戶中查看，您的付款方或您可將資金付到這裡。

2.15 “SUNRATE 網站”指可通過 [www.sunrate.com](http://www.sunrate.com) 訪問的網站和/或 SUNRATE 將使用以提供服務的 SUNRATE 平臺。

### 3. SUNRATE 帳戶

3.1 要註冊並開立 SUNRATE 帳戶，您應滿足下列條件：

- a) 您確認接受本協議；
- b) 您確認接受我們的隱私政策，以及任何可能被包含在註冊過程中的其他政策；
- c) 您接受並配合向我們提供與履行本協定有關的資訊和/或檔材料，並且保證其合法性、完整性、真實性和準確性。該等資訊和/或檔材料包括但不限於您的主體註冊證明、股東與最終收益人的資訊等；
- d) 如您是一個公司，為了代表企業或商業實體註冊我們的帳戶，您必須有該實體的成立檔以及適用法律的合法授權得以接受本協議。

3.2 您僅可將服務及 SUNRATE 帳戶用於商業用途。我們保留確定交易是否是出於商業目的權利，您應在我們要求時提供相關證明。

3.3 您同意我們可以採取包括使用協力廠商仲介或資料庫等必要措施以檢查和驗證您提供的資訊。此類行為可能發生在您使用 SUNRATE 服務之前或期間。同時，您知悉並同意我們可根據適用法律調整對您所提供的資訊和/或材料檔的要求。

3.4 您註冊 SUNRATE 帳戶即代表您確認您擁有正常的互聯網及電子郵件連接，並可將我們通過電子郵件及其他電子方式向您發送的資訊以耐用介質存儲，比如保留我們發送給您的郵件以供將來參考。我們可能就您在本協議下的責任和/或任何交易下的義務通過電郵或電話聯絡您，您應確保您的聯絡資訊總是最新的。

3.5 您認可，我們保留隨時出於任何原因拒絕為您開立 SUNRATE 帳戶的權利，且沒有義務向您披露拒絕開立 SUNRATE 帳戶的原因。

3.6 您授權以您名義註冊帳戶或您另行書面指定的個人作為您的操作員，代表您進行與本協定項下服務相關的操作。

## 4. 我們提供的服務

我們在本協定項下提供的服務，包括全球收款服務與國際支付服務，您可以選擇使用全部或者部分服務。

### 4.1 全球收款服務

4.1.1 我們提供的全球收款服務內容為：我們作為您的有限收款代理（如下所述）從我們批准的付款方收取資金，並與關聯公司或服務提供者合作，隨後將這些資金匯入您指定銀行帳戶。

4.1.2 有限收款代理

- a) 您在此委託我們以及我們使用的任何服務提供者，作為您的有限收款代理，代理事項僅限於從付款方接收資金並將這些資金付出給您指定銀行帳戶。該指定銀行帳戶持有人須為您自身或與您有商業交易的實體。我們不是您的受信人、受託人或託管人。
- b) 您同意付款方向我們支付的資金等同於直接向您支付的資金，從而，在我們收到相應資金後，付款方對您的付款義務即履行完畢。
- c) 您瞭解我們向您付款的義務以我們成功從付款方收到相關資金為前提。我們僅以從付款方接收到的資金為限向您指定銀行帳戶進行支付。若我們因未收到付款方支付的資金而無法向您指定銀行帳戶支付資金的，您無權請求我們履行支付義務。

#### 4.1.3 SUNRATE 服務代碼

- a) 您成功註冊並開立 SUNRATE 帳戶後，我們將依據您的申請向您提供一個或多個 SUNRATE 服務代碼，您可以將其提供給相關付款方作為您希望收到您資金的帳戶。您不得允許付款方以任何方式從該帳戶扣款。如果付款方或任何其他協力廠商基於您的指示從該帳戶扣款，您應對我們承擔責任。
- b) **請注意，我們所提供的 SUNRATE 服務代碼並非實體銀行帳戶。**
- c) 我們對於 SUNRATE 服務代碼所關聯的銀行帳戶擁有合法及實益的所有權，您承認您對於該銀行帳戶不享有任何權利。您不可向您的付款方或任何其他人陳述該銀行帳戶屬於您。
- d) 您的 SUNRATE 服務代碼對您而言是獨一無二的，您有責任保證此資訊的安全。同時，您必須採取所有合理措施保證 SUNRATE 帳戶登錄憑據的安全。如果您發現存在未經授權訪問或使用您 SUNRATE 帳戶用戶名和密碼的行為，您應立即通知我

們。如您允許他人使用您的 SUNRATE 帳戶，我們將視為您授權此類使用，且您對此類使用產生的後果承擔責任。

- e) 您可以在您的 SUNRATE 帳戶中查看有關您的資金、任何其他權益和費用的資訊。我們建議您定期查看此等資訊，並在您發現或懷疑存在任何異常或問題時儘快聯繫 SUNRATE。
- f) 您同意我們在必要情況下可基於付款方的要求向其提供您的資訊。在適用情況下，您同意我們可採取一切必要措施以確認您使用 SUNRATE 服務代碼的任何相關資訊。

4.1.4 您只能從我們批准的付款方接收資金。我們獨自決定是否批准一家付款方以及是否接收來自該付款方的資金。未經我們批准的付款方發送的資金將被拒收。任何與被拒付資金相關的成本和費用（如適用）均由您承擔。

4.1.5 全球收款服務只接受已獲批准的付款方以銀行轉帳方式轉入的資金。我們不接受現金或通過信用卡、匯票或支票收取資金。否則，我們將拒收通過此等資金，任何與被拒付資金相關的成本和費用（如適用）均由您承擔。

4.1.6 所有轉入資金必須是相應 SUNRATE 服務代碼對應的貨幣幣種，否則由此產生的成本、費用和損失均由您承擔。

4.1.7 資金到達我們所需的時間不在我們控制範圍內。如果我們在 5 個工作日內未收到資金，您可以要求我們代您進行查詢。

4.1.8 您指定銀行帳戶中收到的資金數額等於我們從付款方收到的資金金額減去任何適用費用。收款銀行也可能因代表您收取或持有資金而收取費用。收款銀行收取的任何此類費用與 SUNRATE 無關。

4.1.9 您與付款方之間與本協定項下服務無關的任何問題或爭議應由您與有關付款方自行解決。任何此類問題或爭議均與 SUNRATE 無關。如因您與付款方之間的任何事宜或糾紛導致 SUNRATE 損失，您應當承擔向 SUNRATE 賠償的責任。

4.1.10 您同意不與任何支援 SUNRATE 全球收款服務的服務提供者直接溝通。您就 SUNRATE 全球收款服務與服務提供者的任何直接聯繫可能會導致您的 SUNRATE 全球收款服務被立即終止。

4.1.11 您同意我們或服務提供者可基於合理理由或出於以下目的扣留付款方支付的資金：(i) 出於監管機構或服務提供者的要求，(ii) 預防非法活動或欺詐行為，或(iii) 出於安全或調查目的。

## 4.2 國際支付服務

4.2.1 國際支付服務可與貨幣兌換服務一併使用。您承諾，當您使用貨幣兌換服務時，您僅為商業用途而買入及賣出貨幣，包括但不限於購買貨物及服務。您不應將任何貨幣兌換服務用作投資或投機用途，例如嘗試從匯率波動中獲利。我們不提供任何形式的杠杆式貨幣兌換服務。

4.2.2 收到您的貨幣兌換交易指令後，我們將指明您所需的賣出貨幣金額、欲買入貨幣金額、適用的匯率和付款成本（如適用）（統稱為“交易條款”）。一旦您以點擊確認或向我們發出（包括電子方式）通知或函件等雙方認可的方式接受上述交易條款，您將負有根據這些條款執行貨幣兌換的法律義務。

4.2.3 如您告知我們您希望解除一項貨幣兌換，我們可以自主決定是否同意解除。如您告知我們您希望修改一項貨幣兌換的任一交易條款，我們僅會同意我們認為在當時市場情況下的合理修改。

4.2.4 我們有合理理由懷疑您可能面臨任何法律訴訟威脅或資不抵債的，我們可以單方取消貨幣兌換。

4.2.5 如您未能履行您在本協議下的任何義務，我們有權將您的任何未交割的貨幣兌換取消而無需進一步通知您，並從我們代您持有的任何資金中扣除相應金額以彌補我們因該等交易取消導致的任何實際損失。如我們代您持有的資金不足以彌補我們因該等交易取消導致的損失，您應在我們通知的期限內向我們支付兩者之間的差額。

4.2.6 在貨幣兌換執行完成且您沒有向我們欠款的情況下，我們可根據您的指令將持有的買入貨幣用於後續付款使用。

4.2.7 您有責任於付款之前，確保向我們提供向收款方付款的真實、準確及完整付款指令。

4.2.8 如果您提供或確認了錯誤的收款方資訊，我們對您因此產生的任何損失不承擔任何責任。儘管有前述約定，我們仍將採取合理努力協助您收回付款，但不對收回付款作任何承諾，且對於任何無法收回的付款不承擔責任。

4.2.9 如果我們收到不準確的銀行帳戶資訊並導致銀行拒收資金，則您可能需要支付一筆費用，這筆費用我們可以從我們代您持有的資金中扣除。

4.2.10 如果您未能履行本協議下的義務（包括但不限於未能提供向收款方付款的準確、完整付款指令），我們可以拒絕您的付款指令。

4.2.11 如果我們在工作日 14:00 之前收到付款指令，您的付款指令將視為已在此工作日收到。如果我們在工作日 14:00 後收到付款指令，或收到付款指令的當日非工作日，您的付款指令將視為在下一個工作日收到。

4.2.12 我們將努力確保所有的付款在我們收到該指令後 3 個工作日內完成。若我們無法在收到您付款指令後的 3 個工作日內完成該付款，我們將告知您原因並建議您取消付款。

4.2.13 您負責承擔與我們資金轉帳產生的所有銀行費用。我們出款銀行收取的費用由我們承擔。您向我們支付的金額以在我們指定銀行帳戶的最終入帳金額為準。我們會按照與您約定的金額出款，但不承擔我們出款後由其他銀行收取的費用，比如收款行或代理行收取的費用。

4.2.14 您同意我們為了履行合規義務，可在發送給收款方的付款資訊中加入您的全名以及我們為履行合規義務而需要的任何其他資訊。

4.2.15 若您在允許解除或更改付款指令的時間過後希望召回付款，我們將採取所有合理措施協助您召回，但不對召回作任何承諾，且對於任何無法召回的資金不承擔責任。

4.2.16 若資金已付款至您指定銀行帳戶，我們通常只可在該帳戶持有人同意的情況下召回。我們將採取所有合理措施協助您召回資金，但不對召回作任何承諾，且對於任何無法召回的資金不承擔責任。。

4.2.17 我們保留在任何時候以任何合理理由（包括但不限於遵守反洗錢和反恐怖融資要求和措施、我們內部政策等）拒絕支付部分或全部資金的權利。當我們拒絕付款而您向我們詢問時，我們僅可在內部政策允許的情形下向您披露拒絕的理由。

4.2.18 如您發起一筆帳戶間轉帳，您聲明並保證：(i) 接收該筆資金的另一 SUNRATE 帳戶的帳戶持有人是您的關聯公司、供應商，或經 SUNRATE 批准的其他主體；(ii) 該筆支付交易的背景真實且符合所有適用法律；(iii) 擬轉帳的資金與任何違法活動、洗錢、恐怖融資或稅務相關的違法行為不存在任何關聯；以及 (iv) 您將承擔由於您違反本協議或任何適用法律所產生的任何法律後果，並應賠償並使我們及其附屬公司及服務提供者，以及其各自董事、高級管理人員、員工和代理免於與之相關的任何索賠、起訴、責任、損害、監管處罰、損失和費用。

## 5. 費用

- 5.1 我們在您的 SUNRATE 帳戶中披露可能收取的所有費用。您同意，我們可以自行決定對 SUNRATE 服務收取的費用進行合理調整並體現在您的 SUNRATE 帳戶中。若您不接受調整後的費用，可終止使用 SUNRATE 服務。您繼續使用 SUNRATE 服務即表示您接受調整後的費用。
- 5.2 您在此授權我們可從代您要付款的或收到的資金中收取費用。您可以隨時通過您的 SUNRATE 帳戶查看您支付的任何費用。
- 5.3 我們可能不時向您提供優惠或促銷，例如優惠券。任何此類促銷活動的可用性和適用性由 SUNRATE 自行決定。
- 5.4 如果您對與 SUNRATE 服務相關的任何費用有疑問，可向 SUNRATE 客戶經理詢問。

## 6. 合規義務

- 6.1 根據我們在香港法律下的義務，我們必須採取適當的盡職調查措施。您須向我們提供我們可能要求的所有必要檔和資訊，包括但不限於以下：

如您是一個公司：

- a) 公司註冊證書（或同等文件）；
- b) 組織大綱和公司章程、信託契約或其他證明規範和約束該實體的權力的章程檔；
- c) 實體註冊地或成立地的相關公司或企業註冊處或政府機構出具的該實體業務範圍的摘錄；
- d) 授權個人代表該實體行事或被委託代表該實體行事的檔證明；
- e) 董事名單

- f) 所有權和控制結構圖；
- g) 以下人員的身份證明檔
  - i. 代表該實體行事或被委託代表該實體行事的個人；
  - ii. 該實體所有最終受益人中的自然人；以及
  - iii. 所有董事

包含每個人的全名、身份證號碼或護照號碼、位址、出生日期和國籍；

- h) 證明需向受益人付款或從付款人收款的訂購單或其他合同或任何類似文件的副本
- i) 受益人或付款人的詳細資訊；以及
- j) 我們為核實此類資訊而需要的任何其他檔，例如，任何上述檔經認證的副本。

如您是一位個人：

- a) 您的身份檔，其中包含您全名、身份證件號碼、位址、出生日期和國籍；
- b) 採購訂單或其他合同的副本，或其他類似文件，以證明需將款項支付給受益人；
- c) 受益人的詳細資訊；以及
- d) 我們要求提供以核實上述資訊的任何其他檔，例如任何上述檔經認證的副本。

6.2 您有義務配合我們確認收付款交易的真實性、合法性和有效性。如有證據顯示收付款交易不合規或潛在不合規，我們可拒絕付款或收款，且不承擔任何責任，而您將承擔因此產生的所有損失及費用（如適用）。

## 7. 資金安全

7.1 您轉移給我們的資金在支付至您指定銀行帳戶前將以我們的名義存放於相關銀行帳戶。

您同意將這些資金與其他客戶的資金集合存放。我們會將客戶資金與 SUNRATE 運營資金分開存放。

7.2 我們不會就您在 SUNRATE 帳戶中的資金支付利息。SUNRATE 帳戶不構成一個銀行帳戶或金融票據，其中的資金不受香港《存款保障計畫條例》保護。

## 8. 抵銷

您同意，若您未能支付任何應付款項，我們將在從代您持有的任何餘額中扣除任何未償還金額和/或費用後返還您的餘額。如我們代您持有的餘額不足以支付該等應付款項，您需向我們支付兩者之間的差額。

## 9. 被禁止的活動

9.1 除非您居住的司法管轄區的法律和任何其他適用法律允許，否則您不得使用 SUNRATE 服務。

9.2 在使用 SUNRATE 服務時，您不可以且您同意您不會協助他人或使其他人能夠：(i) 違反或規避任何適用的法律或法規、您與協力廠商的協議、協力廠商權利或本協議；(ii) 將 SUNRATE 服務用於任何未經本協定明確許可的商業或其他目的；(iii) 提供不屬於您的或您無權使用的指定銀行帳戶；(iv) 避免、繞過、移除、停用、破壞、解擾或以其他方式規避由 SUNRATE、SUNRATE 的任何附屬公司、服務提供者或任何其他為提供 SUNRATE 服務的協力廠商採取的任何技術措施；(v) 採取任何損害或妨礙、可能損害或妨礙 SUNRATE 服務表現或正常運作的行為；(vi) 對提供 SUNRATE 服務的任何軟體

嘗試解密、反編譯、反彙編或逆向工程；或(vii) 違反或侵犯他人的權利或以其他方式對任何人造成傷害。

## 10. 資訊安全

10.1 SUNRATE 已實施商業上合理的管理和技術流程，以保護您的個人資訊免遭意外丟失和未經授權的訪問、使用或披露。但是，我們無法保證未經授權的協力廠商永遠無法突破這些措施或將這些個人資訊用於不當目的。因此，您確認您對向我們提供您的個人資訊的行為自擔風險。

10.2 您同意允許 SUNRATE 將關於您的資訊分享給：(i) 我們的服務提供者；(ii) 我們的監管機構以履行我們的合規義務；(iii) 協力廠商，如果我們認為這樣做可以防止財務損失或違法；(iv) 法律可能要求的其他方，包括回應法院命令；(v) 您授權我們向其提供的其他協力廠商。

10.3 我們提供服務及您使用服務時需遵循我們的隱私政策。我們的隱私政策解釋了我們如何以及為了什麼目的而收集、使用、保留、披露和保護您提供給我們的個人資訊。請您熟悉 SUNRATE 網站上的隱私政策。

## 11. 責任限制

11.1 您確認並同意，如果您允許或授權另一人以任何方式使用您的 SUNRATE 帳戶，您對該等個人所進行的行為負責。

11.2 無論 SUNRATE 還是任何涉及提供 SUNRATE 服務的其他方（包括服務提供者），都不會對任何偶然、特殊、懲罰性或後果性損害負責，包括利潤損失、資料丟失或商譽損失、服務中斷、電腦損壞、系統無法使用、替代產品或服務的成本，以及因使用或無法使用

SUNRATE 服務或因使用 SUNRATE 服務而進行的任何溝通、互動或其他活動而導致的個人或人身傷害或情感壓力，無論是否其基於擔保、合同、侵權（包括疏忽）、產品責任或任何其他法律理論，亦無論 SUNRATE 是否知曉造成此等損害的可能性，亦即使此處所述有限補救措施未能達到其基本目的。

11.3 SUNRATE 及其服務提供者均未保證 SUNRATE 服務不會出現錯誤或訪問將連續或不間斷。您瞭解您將自行承擔從 SUNRATE 網站下載或通過其他方式獲取內容或服務的風險。

## 12. 賠償

12.1 您同意賠償並使我們及其附屬公司及服務提供者，以及其各自董事、高級管理人員、員工和代理免於任何因您過錯而產生的索賠、責任、損失和費用。

12.2 您對您的產品或服務、您的產品或服務購買者和您使用 SUNRATE 服務所涉及的付款方獨自承擔責任，且您應當賠償並使我們免於受到任何此類產品或服務購買者或付款方針對我們的任何索賠。

## 13. 一般陳述及保證

13.1 您聲明並保證：(i) 您使用 SUNRATE 服務時嚴格遵守本協定、我們的隱私政策以及所有適用的法律和法規（包括有關從您所屬國家或所居住國家傳輸技術資料時的所有適用法律）；(ii) 您使用 SUNRATE 服務不得侵犯或盜用我們或任何協力廠商的智慧財產權。

13.2 您聲明及保證，您向我們指定銀行帳戶內轉入的所有資金與任何違法活動或稅務爭議不存在任何關聯，且您將承擔由於您違反任何適用法律所產生的任何法律後果。我們可  
能被稅務當局要求扣留我們代您持有的資金，我們不會就您因此招致的任何損失負責。

13.3 您聲明及保證，您註冊使用 SUNRATE 服務不違反您與相關協力廠商之間的協議，否則  
由您承擔相應責任。

13.4 您聲明及保證：

- a) 您與任何制裁地點（如伊朗、敘利亞、古巴、朝鮮、白俄羅斯、克裡米亞和塞瓦斯托波爾）或任何受制裁方沒有任何直接/間接的財務或商業關係；
- b) 您沒有涉及俄羅斯能源、情報服務業的任何商業或財務活動或關係，也沒有涉及向俄羅斯實體提供任何金融產品或服務；
- c) 您對位於制裁地點的任何資產（包括在那裡成立或總部在那裡的實體）不擁有所有權權益；且
- d) 您沒有位於制裁地點的股東或最終受益所有人（包括在那裡註冊或總部位於那裡的實體，以及持有受制裁國家國籍或居住在制裁地點的個人）。如您是一位個人，本款對您不適用。

13.5 您聲明及保證，如果您提供給我們的資訊或檔中有任何變更，包括但不限於如下，您應  
自該等變更之日起 30 日內告知我們，並向我們提供更新後的檔：

- a) 如您是一個公司：  
任何股权结构调整、主体证明材料信息变更、期限届满；
- b) 如您是一位個人：  
您身份文件的任何变化、期限届满。

13.6 如您違反在本協議中的任何義務或者您作出的聲明及保證，導致我們受到任何政府當局、司法機關等的指控、被要求承擔責任或者遭受任何損失，您應當無條件賠償我們全部的損失。

## 14. 終止

14.1 如果您終止使用 SUNRATE 服務，無論是您自主終止還是由我們終止，我們會按照內部政策在適用情形下註銷您的 SUNRATE 帳戶，您同意承擔因此產生的所有損失、費用等後果，包括但不限於如下。

- a) 自註銷日期當日起，您將無法使用任何功能和服務（包括但不限於登錄 SUNRATE 帳戶、從付款方接收資金等）。
- b) 我們將依據適用法律的規定處理您 SUNRATE 帳戶中的資金、未完成的交易、您提供的及交易中產生的資訊等。
- c) 如您對我們有任何拖欠的款項，我們將從我們代您持有的任何資金中扣除您欠我們的任何款項；如我們代您持有的資金不足以支付該等應付款項，您需向我們支付兩者之間的差額。

14.2 我們保留在任何時候根據內部政策，包括但不限於下列原因，終止您訪問 SUNRATE 服務的權利，無論是否通知您：(i) 您實質上違反了本協議中約定的義務；(ii) 您向我們提供了不準確的、欺詐性的、過時的或不完整的資訊；(iii) 您違反了適用法律或侵犯了協力廠商的權利；和/或(iv)我們有合理理由相信此舉系必要，以保護我們、其服務提供者或其他協力廠商。

14.3 所有在本合同終止後應合理存續的條款將在終止後繼續存續，包括但不限於第 4.1.9 條第 12 條、第 13.6 條等。

## 15. 適用法律和管轄權

對本協議條款的解釋、執行等將適用香港法律。凡因本協議所引起的或與之相關的任何爭議、糾紛、分歧或索賠，包括協議的存在、效力、解釋、履行、違反或終止，或因本協議引起的或與之相關的任何非合同性爭議，均應提交由香港國際仲裁中心管理的機構仲裁，並按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》最終解決。

本仲裁條款適用的法律為香港法，仲裁地應為香港，仲裁員人數為三名，仲裁程式應按照英語來進行。

## 16. 重要條款

16.1 您承擔使用 SUNRATE 服務可能適用的任何及所有法律、法規、規範和稅務義務等合規責任。

16.2 本協定構成我們與您之間關於 SUNRATE 服務的全部且唯一的理解和協議，且取代我們與您之間關於 SUNRATE 服務先前的任何及所有口頭或書面理解或協議。本協定將由我們發佈的修訂版本協議進行修改。

16.3 除非得到我們的書面承認和同意，否則我們未執行本協議中的任何權利或條款並不構成對此項權利或條款的放棄。除本協議明確規定外，任何一方對根據本協定下任一補救措施的行使不會影響其在本協議下或法律允許的其他補救措施。

16.4 未經我們事先書面同意，您不得將本協定以及您在本協定下的權利和義務轉讓或委託他人。您不得將您使用 SUNRATE 服務相關的資金權益授予任何協力廠商。

16.5 為避免疑義，我們不會提供任何法律、監管、投資、稅務、業務、財務或會計上的任何意見。任何交易決定均由您做出，我們不對任何損失（包括貨幣兌換前後的匯率變

動損失) 承擔責任。我們可能應您的要求提供市場訊息, 但該等資訊並非作為意見提供, 您亦不應從該等資訊得出任何結論。

16.6 如果本協議的任何條款被認定為無效或不可執行, 則此條款將被廢除, 並且不會影響其餘條款的有效性和可執行性。

16.7 本協議條款未賦予也無意賦予除當事方以外的任何人任何權利或補救措施。儘管有上述規定, 雙方同意, 出於執行與收付款有關條款的目的, 服務提供者為本協定的協力廠商受益人, 但對於本協議的任何修改無需服務提供者同意。

16.8 我們正在持續更新 SUNRATE 服務, 這意味著我們必須不時更改 SUNRATE 服務附帶的法律條款。在本協議修改生效後, 您繼續使用 SUNRATE 服務的行為將受更新後的協定的約束。然而, 在此類變更前發生的任何爭議應以爭議發生時在施行的條款為準。

16.9 在特殊情形下, 包括但不限於金融市場的劇烈波動, 我們的業務風險會大幅增加。屆時我們將有權暫停與您確認交易。在暫停確認交易前, 對於我們已與您確認的交易, 我們將根據已與您確認的條款執行。

16.10 如我們因無法控制的因素而無法履行本協定或交易下的義務或無法提供服務, 我們將在切實合理期限內儘快通知您, 並將採取合理努力退還您支付的任何資金。然而, 如我們在此類情形下未履行我們的義務, 我們不會承擔任何責任, 且有權向您索取我們因執行本協議而發生的任何合理費用。

修訂日期: 2025 年 8 月 14 日

生效日期: 2025 年 8 月 15 日