

**CINDA INTERNATIONAL SECURITIES LIMITED 信達國際證券有限公司**  
**APPLICATION FORM FOR SHORT MESSAGING SERVICE FOR CONFIRMATION OF ORDER**  
**短訊覆盤服務申請表格**

Client Information 客戶資料

Name in English 英文姓名：	Account No. 賬號：
Name in Chinese 中文姓名：	Identification Document No. 身份證明文件號碼：

Client requests to 客戶申請

<input type="checkbox"/> use Short Messaging Service for Confirmation of Order (“SMS Service”) 使用短訊覆盤服務 (“短訊覆盤”)
<input type="checkbox"/> terminate SMS Service 終止短訊覆盤

Selection of Details of SMS Service 短訊覆盤內容選項

*Display Language 顯示語言	<input type="checkbox"/> English 英文 <input type="checkbox"/> Traditional Chinese 繁體中文 <input type="checkbox"/> Simplified Chinese 簡體中文
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**\* Client should ensure that his mobile phone supports the selected language display.**  
**客戶須確保其手機能顯示其選取之顯示語言。**

Client's Declaration 客戶聲明：

- I/We hereby declare that all information set out in this form is true, correct and complete.  
本人/吾等謹此聲明本表格上提供之所有資料均為真實、正確及完整。
- I/We confirm that I/we have received, read and understood the Terms and Conditions for SMS Service of Cinda International Securities Limited (“CISL”) (as amended by CISL from time to time), and agree to abide by them.  
本人/吾等確認本人/吾等已收到、閱讀及明白信達國際證券有限公司(“信達國際證券”)之短訊覆盤條款及條件(以信達國際證券不時修訂之版本為準)，並同意接受相關條款及條件之約束。
- I/We agree that upon successful application of SMS Service, I/we will receive the result of execution of orders via SMS messages. CISL will not further notify me/us by personal telephone call.  
本人/吾等同意成功申請短訊覆盤後，本人/吾等將透過短訊接收指令之執行結果，信達國際證券將不會另行致電本人/吾等覆盤。
- I/We agree that SMS messages will be sent to my/our mobile phone number registered with CISL's existing record. I/We will notify CISL promptly of any change of such number and CISL is entitled to rely on such record until it receives my/our written notice of such change.  
本人/吾等同意短訊將發送至本人/吾等已登記於信達國際證券現存記錄之流動電話號碼，如該電話號碼有任何改變，本人/吾等將迅速通知信達國際證券，而信達國際證券有權依據該記錄，直至接獲本人/吾等之書面更改通知為止。
- I/We understand that the above application will be effective from the following working day after CISL has received this form and approved my/our application.  
本人/吾等明白上述申請將於信達國際證券接獲本表格並批准本人/吾等之申請之下一個工作日起生效。

Client's Signature 客戶簽署： \_\_\_\_\_ Date 日期： \_\_\_\_\_

**For Office Use Only**

<b>Maker</b>	<b>Checker</b>	<b>Approver</b>

## CINDA INTERNATIONAL SECURITIES LIMITED

### Terms and Conditions for Short Messaging Service for Confirmation of Order

1. These Terms and Conditions (as amended from time to time) apply to Short Messaging Service for Confirmation of Order ( "SMS Service" ) provided by Cinda International Securities Limited ( "CISL" ) to client ( "Client" ) who has entered into a Client' s Agreement with CISL in respect of Client' s account(s) with CISL concerning transactions related to securities (the "Client' s Agreement" ) and has been accepted by CISL to use SMS Service.
2. Unless otherwise specified, these Terms and Conditions are made without prejudice and in addition to all the terms and conditions of the Client' s Agreement. These Terms and Conditions shall prevail if they conflict with the terms and conditions of the Client' s Agreement.
3. Under SMS Service, CISL shall send SMS messages to one mobile phone number registered by Client to inform Client of the result of the execution of Client' s orders. Client acknowledges and agrees that this communication may be used in lieu of agreed communication by another means, for example, personal telephone calls.
4. CISL will only send SMS messages once. If Client deletes the SMS messages sent by CISL, the SMS message will not be sent again.
5. Client should not reply to any SMS messages sent by CISL. In particular, Client should never respond to any request purportedly from CISL via SMS messages to provide Client' s account or security details. CISL will not make such a request.
6. Client will obtain and maintain equipment of the type, and a connection with a telecommunication company, notified by CISL from time to time, for the purposes of using SMS Service. Client is responsible for the cost of his equipment and the charges of his telecommunication company and any other charges in connection with SMS Service. Client' s registered mobile phone must be a compatible piece of telecommunication equipment capable of receiving SMS messages.
7. Client will promptly notify CISL of any change of his information on CISL' s record including any change of his contact details. Client agrees that CISL shall provide SMS Service according to the information provided by Client, until CISL has received Client' s written notice of a change. Communication to Client through SMS Service will be deemed to have been received by Client once dispatched by CISL.
8. CISL may vary the scope or operation of SMS Service, the types of information to be sent, and the types of telecommunication equipment and telecommunication companies to be used, without notice or liability. CISL may suspend or withdraw SMS Service without notice or liability to Client or any third party.
9. Without prejudice to the Personal Data (Privacy) Ordinance, Client authorizes CISL to disclose his information to CISL' s affiliates, telecommunication companies and their agents (in or outside Hong Kong) for all purposes connected with SMS Service.
10. Information provided through SMS Service is for Client' s reference only and is not evidence of its contents. CISL is not responsible for its accuracy, completeness or timeliness or for any decision made or instructions submitted based upon such information. Statements will be sent to Client in accordance with the terms and conditions of the Client' s Agreement. Client will inform CISL as soon as possible if any of SMS messages appear to be irregular.
11. In the absence of willful misconduct, CISL is not responsible for any failure or delay in sending any information to Client, or for any error, misdirection, corruption or interception of any information sent through SMS Service. CISL is not responsible for any event beyond its control including any error, malfunctioning or failure of any software, equipment or system. Information sent through SMS Service is not an offer. Telecommunication companies are not CISL' s agent and they do not accept any responsibility in relation to SMS Service.
12. CISL may change these Terms and Conditions by written notice to Client
13. **Risk Disclosure – Client acknowledges that the internet or any form of communication network is by nature an unreliable medium of communication and that such unreliability is beyond the control of CISL. Client further acknowledges that, as a result of such unreliability, there may be errors, interception, corruption, interruption, blackout, time lags or delays in the transmission of data and other information.**

1. 此條款及條件(以不時修訂之版本為準)適用於由信達國際證券有限公司(“信達國際證券”)向客戶(“客戶”)提供之短訊覆盤服務(“短訊覆盤”),而客戶已就證券交易在信達國際證券開立客戶賬戶並就此與信達國際證券訂立客戶協議(“客戶協議”),而信達國際證券亦已接納客戶使用短訊覆盤。
2. 除非另有訂明,否則此條款及條件不會損害並附加於客戶協議之條款及條件之上,若此條款及條件與客戶協議有任何歧異,皆以本條款及條件為準。
3. 根據短訊覆盤,信達國際證券須將短訊發送至客戶已登記之一個流動電話號碼以通知客戶其指令之執行結果。客戶確認並同意,此通訊可取代其他協定之通訊方式,如專人致電。
4. 信達國際證券只會發送短訊一次,如果客戶將該訊息刪除,該訊息將不獲重發。
5. 客戶不應回覆任何由信達國際證券所發送之短訊,尤其是客戶不應回應任何據稱信達國際證券要求客戶提供客戶賬戶或安全性資料之短訊。信達國際證券不會作出上述要求。
6. 客戶須為短訊覆盤取得並維持信達國際證券不時通知之所需設備以及與電訊公司之聯繫。客戶需要承擔其設備之成本、其電訊公司之收費及其他與短訊覆盤有關之費用。客戶所登記之流動電話必需為可接收短訊之電訊設備。
7. 客戶須就其存於信達國際證券記錄之資料之任何更改迅速通知信達國際證券,包括客戶聯絡資料之任何變更。客戶同意信達國際證券須根據客戶提供之資料提供短訊覆盤,直至信達國際證券接獲客戶之書面更改通知。透過短訊覆盤向客戶發出之短訊,一經發出,即被視為已被客戶收妥。
8. 信達國際證券可以變更短訊覆盤之範圍及操作、傳送資料之種類、電訊設備之種類及所採用之電訊公司,而不需通知或承擔責任。信達國際證券可暫停或取消短訊覆盤,而不需要通知客戶或任何第三者或向客戶或任何第三者承擔責任。
9. 在不影響《個人資料(私隱)條例》之原則下,客戶授權信達國際證券,就與短訊覆盤有關之各方面,可將客戶之資料披露予信達國際證券之附屬成員、電訊公司及其代理人(位處香港或以外地區)。
10. 透過短訊覆盤提供之資料僅供客戶參考,其內容並不構成證據,信達國際證券對其準確性、完整性、及時性、或任何基於該資料而作出之決定或給予之指示並不承擔任何責任。結單仍會按照客戶協議之條款及條件發給客戶。若任何短訊出現不正常情況,客戶應儘快通知信達國際證券。
11. 在沒有故意之不當行為之情況下,信達國際證券不會為任何客戶之短訊發送之失敗或延誤,或通過短訊覆盤所發送之任何資料之錯誤、誤發、改動或遭截取而負上責任。信達國際證券亦不會為任何非其可控制之事件,包括任何軟件、設備或系統之錯誤、失靈或故障而負上責任。透過短訊覆盤發出之訊息並非要約。電訊公司並非信達國際證券之代理人,並不承擔涉及短訊覆盤之任何責任。
12. 信達國際證券可透過書面通知客戶更改此條款及條件。
13. **風險披露 – 客戶確認互聯網或任何形式之通訊網絡,其本質為不可靠之通訊媒體,而該不可靠性超出信達國際證券所能控制之範圍。客戶進一步確認,由於該不可靠性,資料及其他資訊之傳遞可發生錯誤、遭截取、改動、干擾、暫停、滯後或延誤。**