

For Chinese version, kindly redirect to page 15. 中文版本请跳转至第 15 页。

## **SUNRATE User Agreement HK EN V4.1**

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 "Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong.
- 2.4 "Designated Bank Account" means a bank account:
- a) held by you or your beneficiaries which 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.
- 2.5 "Funds" means the funds received by Sunrate from you or from your Payers in the course of our providing the Services.
- 2.6 "Hong Kong" means Hong Kong SAR, People's Republic of China.
- 2.7 "Payer" means the party to or via which you sell products or provide services and from which Sunrate collects Funds on your behalf.
- 2.8 "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.
- 2.9 "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.
- 2.10 "Services" means the global payment and treasury solutions provided by Sunrate, including but not limited to global collection service and international payment service.
- 2.11 "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.
- 2.12 "Sunrate Account" means the customer account ledger that Sunrate sets up for you allowing you to use the Services.
- 2.13 "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.

### 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) 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 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.
- 3.3 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.
- 3.4 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.
- 3.5 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 fulfill 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 Code(s) 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 or losses arising therefrom.**
- 4.1.7 The time it takes for 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 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 a such



Service Provider regarding the global collection service may result in immediate termination of your use of the global collection service.

- 4.1.11 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 You hereby undertake that 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, the payment costs (if applicable), the date by which the sale currency must be arrived in our Designated Bank Account (collectively as "Transaction Terms"). Once you accept the Transaction Terms in the ways agreed upon by both parties, e.g., by clicking to confirm, 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 your 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 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 Funds being rejected by a bank, you may be charged a fee, the amount of which may be deducted from the Funds held by us.
- 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 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 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 fulfill with our compliance obligations in your payment details to be sent to the beneficiary to perform our compliance obligations.
- 4.2.15 When you have agreed on a payment date with us, you may cancel or amend the payment before the end of the 2nd Business Day preceding the agreed payment date. If you intend to recall a payment after the time for canceling or amending a payment has lapsed, we will make all reasonable

endeavors 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 endeavors 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 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.**

## 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 Review

6.1 We are required to carry out due diligence on payment and collection transactions under Applicable Laws. You may be required to provide us with all necessary information that we request about such transactions, such as:

- a) Purchase orders, other commercial contracts or any similar document that demonstrates the need for the payment to be made to the beneficiary or Funds to be collected from the Payer;
- b) Details of Beneficiary or Payer;



c) Any documents we need to verify such information.

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 on your 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 fulfill 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 the 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 purchasers 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).

**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 an adjustment in your shareholding structure, any change to the certificate of incorporation of your entity or the expiration of aforesaid certificate, you shall inform us within thirty (30) days of such change and provide us with an updated 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 23 January 2025  
Effective on 24 January 2025

## SUNRATE 用户协议 HK CN V4.1

请您在访问或使用本协议下由 Sunrate（如下所述）提供的 Sunrate 服务（如下所述）前，仔细阅读《SUNRATE 用户协议》（下称“本协议”、“协议”），尤其是本协议下以粗体展示的条款内容。若您通过页面点击或其他方式表示对本协议的同意，即表示您已完全理解并同意本协议所有约定。如果您对本协议有任何不理解之处，请联系我们获取更多信息和/或咨询律师或其他有资质的法律顾问。

### 1. 关于我们及如何联系我们

1.1 本协议下服务的提供方为 Sunrate Solutions Limited 或 Sunrate 集团中其他非中国大陆的关联公司（统称“我们”或“Sunrate”）和/或 Sunrate Solutions Limited 使用的其他有资质的服务提供商。

1.2 Sunrate Solutions Limited 是一家提供全球支付与财资管理相关产品及解决方案的香港有限公司。我们的官网地址是 [www.sunrate.com](http://www.sunrate.com)。Sunrate Solutions Limited 系香港海关授权的金钱服务经营者，牌照编号：16-11-02003。

1.3 如何联系我们

您可以通过如下电子邮件方式联系我们: [contact@sunrate.com](mailto:contact@sunrate.com)。所有与本协议和 Sunrate 服务有关的沟通，无论是口头或书面沟通，可以中文或英文进行。

### 2. 定义及释义

为本协议之目的：

2.1 “协议”指本《SUNRATE 用户协议》及后续更新版本、其附件及补充性协议（如有）。

- 2.2 “适用法律”是指您使用 Sunrate 服务时所适用的任何司法管辖区的任何法律、法规或行业普遍接受的做法或准则，包括但不限于与支付服务相关的法律、反洗钱或恐怖主义融资要求，以及与非法销售或购买任何商品或服务、进出口、税收规定相关的内容。
- 2.3 “工作日”指银行在香港正常经营一般业务的工作日（星期六、星期日或法定节假日除外）。
- 2.4 “指定银行账户”是指下列银行账户：
- (1) 您提供给我们用于接收资金的您或您收款方的银行账户；或
  - (2) 我们持有的银行账户，供您将资金转移给我们；或
  - (3) 依据协议条款上下文而指代的其他银行账户。
- 2.5 “资金”指我们在提供服务过程中，从您或您付款方处接收的资金。
- 2.6 “香港”指中华人民共和国香港特别行政区。
- 2.7 “付款方”指您向其或通过其销售产品或服务的一方，我们以您的名义从其处接收资金。
- 2.8 “隐私政策”指我们在收集、使用、保留、披露和保护您提供给我们个人信息时执行的隐私政策，包括《SUNRATE 隐私政策》及其后续不时更新的版本。
- 2.9 “受制裁方”指 (a) 被英国、欧盟、美国、香港或联合国中的任何一个或多个列为被制裁的目标或对象；或 (b) 被上述任何一方（单独或合计）拥有或以其他方式控制 50%或以上的一方。
- 2.10 “服务”指我们所提供的全球支付与财资管理相关产品及解决方案，包括但不限于全球收款服务、国际支付服务。

2.11 “服务提供商”指我们在向您提供服务过程中所使用的任何第三方服务提供商，包括但不限于银行、支付服务提供商、清算网络和其他提供支付处理服务的第三方。

2.12 “Sunrate 账户”指我们为使用服务而开立的记账账户。

2.13 “Sunrate 服务代码”指我们为收款目的而提供给您的虚拟银行账户号码（子账户号码），您可在您 Sunrate 账户中查看，您的付款方或您可将资金付到这里。

### 3. Sunrate 账户

3.1 要注册并开立 Sunrate 账户，您应满足下列条件：

- a) 您确认接受本协议；
- b) 您确认接受我们的隐私政策，以及任何可能被包含在注册过程中的其他政策；
- c) 您接受并配合向我们提供与履行本协议有关的信息和/或文件材料，并且保证其合法性、完整性、真实性和准确性。该等信息和/或文件材料包括但不限于您的主体注册证明、股东与最终收益人的信息等；
- d) 为了代表企业或商业实体注册我们的账户，您必须有该实体的成立文件以及适用法律的合法授权得以接受本协议。

3.2 您同意我们可以采取包括使用第三方中介或数据库等必要措施以检查和验证您提供的信息。此类行为可能发生在您使用 Sunrate 服务之前或期间。同时，您知悉并同意我们可根据适用法律调整对您所提供的信息和/或材料文件的要求。

3.3 您注册 Sunrate 账户即代表您确认您拥有正常的互联网及电子邮件连接，并可将我们通过电子邮件及其他电子方式向您发送的信息以耐用介质存储，比如保留我们发送给您的邮件以供将来参考。我们可能就您在本协议下的责任和/或任何交易下的义务通过电邮或电话联络您，您应确保您的联络信息总是最新的。

3.4 您认可，我们保留随时出于任何原因拒绝为您开立 Sunrate 账户的权利，且没有义务向您披露拒绝开立 Sunrate 账户的原因。

3.5 您授权以您名义注册账户或您另行书面指定的个人作为您的操作员，代表您进行与本协议项下服务相关的操作。

## 4. 我们提供的服务

我们在本协议项下提供的服务，包括全球收款服务与国际支付服务，您可以选择使用全部或者部分服务。

### 4.1 全球收款服务

4.1.1 我们提供的全球收款服务内容为：我们作为您的有限收款代理（如下所述）从我们批准的付款方收取资金，并与关联公司或服务提供商合作，随后将这些资金汇入您指定银行账户。

#### 4.1.2 有限收款代理

a) 您在此委托我们以及我们使用的任何服务提供商，作为您的有限收款代理，代理事项仅限于从付款方接收资金并将这些资金付出给您指定银行账户。该指定银行账户持有人须为您自身或与您有商业交易的实体。我们不是您的受信人、受托人或托管人。

b) 您同意付款方向我们支付的资金等同于直接向您支付的资金，从而，在我们收到相应资金后，付款方对您的付款义务即履行完毕。



- c) 您了解我们向您付款的义务以我们成功从付款方收到相关资金为前提。我们仅以从付款方接收到的资金为限向您指定银行账户进行支付。若我们因未收到付款方支付的资金而无法向您指定银行账户支付资金的，您无权请求我们履行支付义务。

#### 4.1.3 Sunrate 服务代码

- a) 您成功注册并开立 Sunrate 账户后，我们将依据您的申请向您提供一个或多个 Sunrate 服务代码，您可以将其提供给相关付款方作为您希望收到您资金的账户。您不得允许付款方以任何方式从该账户扣款。如果付款方或任何其他第三方基于您的指示从该账户扣款，您应对我们承担责任。
- b) 请注意，我们所提供的 Sunrate 服务代码并非实体银行账户。
- c) 我们对于 Sunrate 服务代码所关联的银行账户拥有合法及实益的所有权，您承认您对于该银行账户不享有任何权利。您不可向您的付款方或任何其他人陈述该银行账户属于您。
- d) 您的 Sunrate 服务代码对您而言是独一无二的，您有责任保证此信息的安全。同时，您必须采取所有合理措施保证 Sunrate 账户登录凭据的安全。如果您发现存在未经授权访问或使用您 Sunrate 账户用户名和密码的行为，您应立即通知我们。如您允许他人使用您的 Sunrate 账户，我们将视为您授权此类使用，且您对此类使用产生的后果承担责任。
- e) 您可以在您的 Sunrate 账户中查看有关您的资金、任何其他权益和费用的信息。我们建议您定期查看此等信息，并在您发现或怀疑存在任何异常或问题时尽快联系 Sunrate。

f) 您同意我们在必要情况下可基于付款方的要求向其提供您的信息。在适用情况下，您同意我们可采取一切必要措施以确认您使用 Sunrate 服务代码的任何相关信息。

4.1.4 您只能从我们批准的付款方接收资金。我们独自决定是否批准一家付款方以及是否接收来自该付款方的资金。未经我们批准的付款方发送的资金将被拒收。任何与被拒付资金相关的成本和费用（如适用）均由您承担。

4.1.5 全球收款服务只接受已获批准的付款方以银行转账方式转入的资金。我们不接受现金或通过信用卡、汇票或支票收取资金。否则，我们将拒收通过此等资金，任何与被拒付资金相关的成本和费用（如适用）均由您承担。

4.1.6 所有转入资金必须是相应 Sunrate 服务代码对应的货币币种，否则由此产生的成本、费用和损失均由您承担。

4.1.7 资金到达我们所需的时间不在我们控制范围内。如果我们在 5 个工作日内未收到资金，您可以要求我们代您进行查询。

4.1.8 您指定银行账户中收到的资金数额等于我们从付款方收到的资金金额减去任何适用费用。收款银行也可能因代表您收取或持有资金而收取费用。收款银行收取的任何此类费用与 Sunrate 无关。

4.1.9 您与付款方之间与本协议项下服务无关的任何问题或争议应由您与有关付款方自行解决。任何此类问题或争议均与 Sunrate 无关。如因您与付款方之间的任何事宜或纠纷导致 Sunrate 损失，您应当承担向 Sunrate 赔偿的责任。

4.1.10 您同意不与任何支持 Sunrate 全球收款服务的服务提供商直接沟通。您就 Sunrate 全球收款服务与服务提供商的任何直接联系可能会导致您的 Sunrate 全球收款服务被立即终止。

4.1.11 您同意我们或服务提供商可基于合理理由或出于以下目的扣留付款方支付的资金：(i) 出于监管机构或服务提供商的要求，(ii) 预防非法活动或欺诈行为，或(iii) 出于安全或调查目的。

## 4.2 国际支付服务

4.2.1 您承诺仅为商业用途而买入及卖出货币，包括但不限于购买货物及服务。您不应将任何货币兑换服务用作投资或投机用途，例如尝试从汇率波动中获利。我们不提供任何形式的杠杆式货币兑换服务。

4.2.2 收到您的货币兑换交易指令后，我们将指明您所需的卖出货币金额、欲买入货币金额、适用的汇率、付款成本（如适用）、卖出货币到达我们指定银行账户的最迟日期（统称为“交易条款”）。一旦您以点击确认、向我们发出（包括电子方式）通知或函件等双方认可的方式接受上述交易条款，您将负有根据这些条款执行货币兑换的法律义务。

4.2.3 如您告知我们希望解除一项货币兑换，我们可以自主决定是否同意解除。如您告知我们希望修改一项货币兑换的任一交易条款，我们仅会同意我们认为在当时市场情况下的合理修改。

4.2.4 我们有合理理由怀疑您可能面临任何法律诉讼威胁或资不抵债的，我们可以单方取消货币兑换。

4.2.5 如您未能履行您在本协议下的任何义务，我们有权将您的任何未交割的货币兑换取消而无需进一步通知您，并从我们代您持有的任何资金中扣除相应金额以弥补我们因该等交易取消导致的任何实际损失。如我们代您持有的资金不足以弥补我们因该等交易取消导致的损失，您应在我们通知的期限内向我们支付两者之间的差额。

- 4.2.6 在货币兑换执行完成且您没有向我们欠款的情况下，我们可根据您的指令将持有的买入货币用于后续付款使用。
- 4.2.7 您有责任于付款之前，确保向我们提供向收款方付款的真实、准确及完整付款指令。
- 4.2.8 如果您提供或确认了错误的收款方信息，我们对您因此产生的任何损失不承担任何责任。尽管有前述约定，我们仍将采取合理努力协助您收回付款，但不对收回付款作任何承诺，且对于任何无法收回的付款不承担责任。
- 4.2.9 如果我们收到不准确的银行账户信息并导致银行拒收资金，则您可能需要支付一笔费用，这笔费用我们可以从我们代您持有的资金中扣除。
- 4.2.10 如果您未能履行本协议下的义务（包括但不限于未能提供向收款方付款的准确、完整付款指令），我们可以拒绝您的付款指令。
- 4.2.11 如果我们在工作日 14:00 之前收到付款指令，您的付款指令将视为已在此工作日收到。如果我们在工作日 14:00 后收到付款指令，或收到付款指令的当日非工作日，您的付款指令将视为在下一个工作日收到。
- 4.2.12 我们将努力确保所有的付款在我们收到该指令后 3 个工作日内完成。若我们无法在收到您付款指令后的 3 个工作日内完成该付款，我们将告知您原因并建议您取消付款。
- 4.2.13 您负责承担与我们资金转账产生的所有银行费用。我们出款银行收取的费用由我们承担。您向我们支付的金额以在我们指定银行账户的最终入账金额为准。我们会按照与您约定的金额出款，但不承担我们出款后由其他银行收取的费用，比如收款行或代理行收取的费用。
- 4.2.14 您同意我们为了履行合规义务，可在发送给收款方的付款信息中加入您的全名以及我们为履行合规义务而需要的任何其他信息。

4.2.15 当您与我们约定了付款日期时，您可以在约定付款日期之前 2 个工作日结束前解除或更改该付款。若您在允许解除或更改付款指令的时间过后希望召回付款，我们将采取所有合理措施协助您召回，但不对召回作任何承诺，且对于任何无法召回的资金不承担责任。

4.2.16 若资金已付款至您指定银行账户，我们通常只可在该账户持有人同意的情况下召回。我们将采取所有合理措施协助您召回资金，但不对召回作任何承诺，且对于任何无法召回的资金不承担责任。

4.2.17 我们保留在任何时候以任何合理理由（包括但不限于遵守反洗钱和反恐怖融资要求和措施、我们内部政策等）拒绝支付部分或全部资金的权利。当我们拒绝付款而您向我们询问时，我们仅可在内部政策允许的情形下向您披露拒绝的理由。

## 5. 费用

5.1 我们在您的 Sunrate 账户中披露可能收取的所有费用。您同意，我们可以自行决定对 Sunrate 服务收取的费用进行合理调整并体现在您的 Sunrate 账户中。若您不接受调整后的费用，可终止使用 Sunrate 服务。您继续使用 Sunrate 服务即表示您接受调整后的费用。

5.2 您在此授权我们可从代您要付款的或收到的资金中收取费用。您可以随时通过您的 Sunrate 账户查看您支付的任何费用。

5.3 我们可能不时向您提供优惠或促销，例如优惠券。任何此类促销活动的可用性和适用性由 Sunrate 自行决定。

5.4 如果您对与 Sunrate 服务相关的任何费用有疑问，可向 Sunrate 客户经理询问。



## 6. 合规审查

6.1 我们需要根据适用法律对收付款交易进行尽职调查。您可能需要应我们要求提供有关

交易的所有必要信息，例如：

- a) 证明需向收款方付款或从付款方收款的采购订单、其他商业合同或任何类似文件；
- b) 收款方或付款方的详细信息；
- c) 以及我们核实这些信息需要的任何文件。

6.2 您有义务配合我们确认收付款交易的真实性、合法性和有效性。如有证据显示收付款交易不合规或潜在不合规，我们可拒绝付款或收款，且不承担任何责任，而您将承担因此产生的所有损失及费用（如适用）。

## 7. 资金安全

7.1 您转移给我们的资金在支付至您指定银行账户前将以我们的名义存放于相关银行账户。您同意将这些资金与其他客户的资金集合存放。我们会将客户资金与 Sunrate 运营资金分开存放。

7.2 我们不会就您在 Sunrate 账户中的资金支付利息。Sunrate 账户不构成一个银行账户或金融票据，其中的资金不受香港《存款保障计划条例》保护。

## 8. 抵销

您同意，若您未能支付任何应付款项，我们将在从代您持有的任何余额中扣除任何未偿还金额和/或费用后返还您的余额。如我们代您持有的余额不足以支付该等应付款项，您需向我们支付两者之间的差额。

## 9. 被禁止的活动

- 9.1 除非您居住的司法管辖区的法律和任何其他适用法律允许，否则您不得使用 Sunrate 服务。
- 9.2 在使用 Sunrate 服务时，您不可以且您同意您不会协助他人或使其他人能够：(i) 违反或规避任何适用的法律或法规、您与第三方的协议、第三方权利或本协议；(ii) 将 Sunrate 服务用于任何未经本协议明确许可的商业或其他目的；(iii) 提供不属于您的或您无权使用的指定银行账户；(iv) 避免、绕过、移除、停用、破坏、解扰或以其他方式规避由 Sunrate、Sunrate 的任何附属公司、服务提供商或任何其他为提供 Sunrate 服务的第三方采取的任何技术措施；(v) 采取任何损害或妨碍、可能损害或妨碍 Sunrate 服务表现或正常运作的行为；(vi) 对提供 Sunrate 服务的任何软件尝试解密、反编译、反汇编或逆向工程；或(vii) 违反或侵犯他人的权利或以其他方式对任何人造成伤害。

## 10. 信息安全

- 10.1 Sunrate 已实施商业上合理的管理和技术流程，以保护您的个人信息免遭意外丢失和未经授权的访问、使用或披露。但是，我们无法保证未经授权的第三方永远无法突破这些措施或将这些个人信息用于不当目的。因此，您确认您对向我们提供您的个人信息的行为自担风险。
- 10.2 您同意允许 Sunrate 将关于您的信息分享给：(i) 我们的服务提供商；(ii) 我们的监管机构以履行我们的合规义务；(iii) 第三方，如果我们认为这样做可以防止财务损失或违法；(iv) 法律可能要求的其他方，包括回应法院命令；(v) 您授权我们向其提供的其他第三方。

10.3 我们提供服务及您使用服务时需遵循我们的隐私政策。我们的隐私政策解释了我们如何以及为了什么目的而收集、使用、保留、披露和保护您提供给我们的个人信息。请您熟悉 Sunrate 网站上的隐私政策。

## 11. 责任限制

11.1 您确认并同意，如果您允许或授权另一人以任何方式使用您的 Sunrate 账户，您对该等个人所进行的行为负责。

11.2 无论 Sunrate 还是任何涉及提供 Sunrate 服务的其他方（包括服务提供商），都不会对任何偶然、特殊、惩罚性或后果性损害负责，包括利润损失、数据丢失或商誉损失、服务中断、计算机损坏、系统无法使用、替代产品或服务的成本，以及因使用或无法使用 Sunrate 服务或因使用 Sunrate 服务而进行的任何沟通、互动或其他活动而导致的个人或人身伤害或情感压力，无论是否其基于担保、合同、侵权（包括疏忽）、产品责任或任何其他法律理论，亦无论 Sunrate 是否知晓造成此等损害的可能性，亦即使此处所述有限补救措施未能达到其基本目的。

11.3 Sunrate 及其服务提供商均未保证 Sunrate 服务不会出现错误或访问将连续或不间断。您了解您将自行承担从 Sunrate 网站下载或通过其他方式获取内容或服务的风

## 12. 赔偿

12.1 您同意赔偿并使我们及其附属公司及服务提供商，以及其各自董事、高级管理人员、员工和代理免于任何因您过错而产生的索赔、责任、损失和费用。

12.2 您对您的产品或服务、您的产品或服务购买者和您使用 Sunrate 服务所涉及的付款方独自承担责任，且您应当赔偿并使我们免于受到任何此类产品或服务购买者或付款方针对我们的任何索赔。

### 13. 一般陈述及保证

13.1 您声明并保证：(i) 您使用 Sunrate 服务时严格遵守本协议、我们的隐私政策以及所有适用的法律和法规（包括有关从您所属国家或所居住国家传输技术数据时的所有适用法律）；(ii) 您使用 Sunrate 服务不得侵犯或盗用我们或任何第三方的知识产权。

13.2 您声明及保证，您向我们指定银行账户内转入的所有资金与任何违法活动或税务争议不存在任何关联，并且您将承担由于您违反任何适用法律所产生的任何法律后果。我们可能被税务当局要求扣留我们代您持有的资金，我们不会就您因此招致的任何损失负责。

13.3 您声明及保证，您注册使用 Sunrate 服务不违反您与相关第三方之间的协议，否则由您承担相应责任。

13.4 您声明及保证：

- a) 您与任何制裁地点（如伊朗、叙利亚、古巴、朝鲜、白俄罗斯、克里米亚和塞瓦斯托波尔）或任何受制裁方没有任何直接/间接的财务或商业关系；
- b) 您没有涉及俄罗斯能源、情报服务业的任何商业或财务活动或关系，也没有涉及向俄罗斯实体提供任何金融产品或服务；
- c) 您对位于制裁地点的任何资产（包括在那里成立或总部在那里的实体）不拥有所有权权益；且

- d) 您没有位于制裁地点的股东或最终受益所有人(包括在那里注册或总部位于那里的实体, 以及持有受制裁国家国籍或居住在制裁地点的个人)。

13.5 您声明及保证, 如果您提供给我们的信息或文件中有任何变更, 包括但不限于股权结构调整、主体证明材料信息变更、期限届满等, 您应自该等变更之日起 30 日内告知我们, 并向我们提供更新后的文件。

13.6 如您违反在本协议中的任何义务或者您作出的声明及保证, 导致我们受到任何政府当局、司法机关等的指控、被要求承担责任或者遭受任何损失, 您应当无条件赔偿我们全部的损失。

## 14. 终止

14.1 如果您终止使用 Sunrate 服务, 无论是您自主终止还是由我们终止, 我们会按照内部政策在适用情形下注销您的 Sunrate 账户, 您同意承担因此产生的所有损失、费用等后果, 包括但不限于如下。

- a) 自注销日期当日起, 您将无法使用任何功能和服务(包括但不限于登录 Sunrate 账户、从付款方接收资金等)。
- b) 我们将依据适用法律的规定处理您 Sunrate 账户中的资金、未完成的交易、您提供的及交易中产生的信息等。
- c) 如您对我们有任何拖欠的款项, 我们将从我们代您持有的任何资金中扣除您欠我们的任何款项; 如我们代您持有的资金不足以支付该等应付款项, 您需向我们支付两者之间的差额。

14.2 我们保留在任何时候根据内部政策, 包括但不限于下列原因, 终止您访问 Sunrate 服务的权利, 无论是否通知您: (i) 您实质上违反了本协议中约定的义务; (ii) 您向我们



提供了不准确的、欺诈性的、过时的或不完整的信息；(iii) 您违反了适用法律或侵犯了第三方的权利；和/或(iv)我们有合理理由相信此举系必要，以保护我们、其服务提供商或其他第三方。

14.3 所有在本合同终止后应合理存续的条款将在终止后继续存续，包括但不限于第 4.1.9 条、第 12 条、第 13.6 条等。

## 15. 适用法律和管辖权

对本协议条款的解释、执行等将适用香港法律。凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法，仲裁地应为香港，仲裁员人数为三名，仲裁程序应按照英语来进行。

## 16. 重要条款

16.1 您承担使用 Sunrate 服务可能适用的任何及所有法律、法规、规范和税务义务等合规责任。

16.2 本协议构成我们与您之间关于 Sunrate 服务的全部且唯一的理解和协议，且取代我们与您之间关于 Sunrate 服务先前的任何及所有口头或书面理解或协议。本协议将由我们发布的修订版本协议进行修改。

- 16.3 除非得到我们的书面承认和同意，否则我们未执行本协议中的任何权利或条款并不构成对此项权利或条款的放弃。除本协议明确规定外，任何一方对根据本协议下任一补救措施的行使不会影响其在本协议下或法律允许的其他补救措施。
- 16.4 未经我们事先书面同意，您不得将本协议以及您在本协议下的权利和义务转让或委托他人。您不得将您使用 Sunrate 服务相关的资金权益授予任何第三方。
- 16.5 为避免疑义，我们不会提供任何法律、监管、投资、税务、业务、财务或会计上的任何意见。任何交易决定均由您做出，我们不对任何损失（包括货币兑换前后的汇率变动损失）承担责任。我们可能应您的要求提供市场信息，但该等信息并非作为意见提供，您亦不应从该等信息得出任何结论。
- 16.6 如果本协议的任何条款被认定为无效或不可执行，则此条款将被废除，并且不会影响其余条款的有效性和可执行性。
- 16.7 本协议条款未赋予也无意赋予除当事方以外的任何人任何权利或补救措施。尽管有上述规定，双方同意，出于执行与收付款有关条款的目的，服务提供商为本协议的第三方受益人，但对于本协议的任何修改无需服务提供商同意。
- 16.8 我们正在持续更新 Sunrate 服务，这意味着我们必须不时更改 Sunrate 服务附带的法律条款。在本协议修改生效后，您继续使用 Sunrate 服务的行为将受更新后的协议的约束。然而，在此类变更前发生的任何争议应以争议发生时在施行的条款为准。
- 16.9 在特殊情形下，包括但不限于金融市场的剧烈波动，我们的业务风险会大幅增加。届时我们将有权暂停与您确认交易。在暂停确认交易前，对于我们已与您确认的交易，我们将根据已与您确认的条款执行。
- 16.10 如我们因无法控制的因素而无法履行本协议或交易下的义务或无法提供服务，我们将在切实合理期限内尽快通知您，并将采取合理努力退还您支付的任何资金。然而，如

我们在此类情形下未履行我们的义务，我们不会承担任何责任，且有权向您索取我们因执行本协议而发生的任何合理费用。

修订日期：2025 年 1 月 23 日

生效日期：2025 年 1 月 24 日