

Electronic Platform Terms and Conditions

电子平台条款及细则

These Terms and Conditions (including any supplements, schedules, attachments, to this Agreement, as well as variations or amendments that may be made in the future from time to time) set out the rights and obligations of you (the “User”) and us, **Youyu Smart Technologies Limited**, a Hong Kong incorporated company (including such other entities within our group involved in the operation of any website or application) (“Company”), in connection with the access to and operation of any website or application offered by the Company for mobile devices, tables or other devices (“Electronic Platform”).

本条款及细则（包括本协议的任何补充、附表或附件，以及日后可能不时作出的更改或修订）载列阁下（「用户」）与本公司，**有鱼智能科技有限公司**（为于香港成立的公司）（包括本集团内参与营运任何网站或应用程序的有关其他实体）（「本公司」）有关接入及操作本公司为流动装置、平板计算机或其他装置（「电子平台」）而提供的任何网站或应用程序的权利和义务。

By using or accessing any part of the Electronic Platform, including downloading any application in connection with the Electronic Platform, the User confirms and agrees the following Terms and Conditions:

用户一经使用或接入电子平台的任何部分，包括下载有关电子平台的任何应用程序，即表示确认及同意下列条款及细则：

1 The Electronic Platform 电子平台

- (a) Any information and materials contained in or accessed through contained the Electronic Platform is for general information purposes only and should not be considered investment advice and should not be used as a basis for making business decisions. Although every attempt has been made to ensure the accuracy of the information, the Company takes no responsibility for any errors or omissions.

电子平台所载或透过该平台所存取的任何数据及材料仅供一般参考之用，不应被视为投资意见，并且不应作为作出商业决定的基础。尽管本公司将致力确保数据的准确性，惟本公司对任何错误或遗漏概不承担任何责任。

- (b) The information and materials contained in or accessed through the Electronic Platform website are not an offer or solicitation to sell, buy or otherwise deal in or as the giving of any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

电子平台所载或透过该平台所存取的数据及材料在任何司法管辖区内均不构成出售、购买或以其他方式处置股份、股票、债券、票据、权益、单位信托、互惠基金或其他证券、投资、贷款、垫款、信贷或存款的要约或招揽，亦不构成就以上提供任何意见。

- (c) The information and materials contained in or accessed through the Electronic Platform is not intended to provide professional advice and should not be so relied upon. Users are advised to obtain appropriate professional advice when necessary.

电子平台所载或透过该平台所存取的数据及材料并非旨在提供专业意见，因此不应加以倚赖。用户务请在有需要时取得适当的专业意见。

2 Security and access to the Electronic Platform 电子平台的安全及接入

- (a) The Company has no obligation to correct any bugs, defects or errors in the Electronic Platform, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the Electronic Platform.

本公司并无义务更改电子平台的任何程序错误、缺陷或误差，或支持、维护、改良、修改、升级、更新或提升电子平台。

- (b) The User understands and agrees that all activities conducted by the User via or in the Electronic Platform are at the User's own risk.

用户明白及同意用户透过电子平台或于该平台进行的所有活动概由用户自行承担风险。

- (c) The User is responsible for preventing, safeguarding and ensuring that no computer virus, Trojan horses, worms, software bombs or similar items is uploaded, transmitted or installed onto or via the Electronic Platform.

用户有责任防止、保护及确保概无上载、传输或安装计算机病毒、特洛伊木马程序、蠕虫病毒、软件炸弹或类似项目至电子平台，或透过电子平台上载、传输或安装该等项目。

- (d) Data charges (including roaming charges) imposed on the User by its telecommunications provider may apply for accessing or using the Electronic Platform. The User is responsible for these charges.

用户的电讯供货商可能就接入或使用电子平台向用户收取数据收费（包括漫游费用）。用户须就该等收费负责。

3 Unauthorised Use 未获授权使用

The User undertakes and agrees that it will ensure that it does not undertake any unauthorised use of the Electronic Platform including, but not limited to, unauthorised entry into the Company's systems, misuse of passwords, or misuse of any information posted on a site or application.

用户承诺及同意其将确保不会以任何未获授权的方式使用电子平台，包括但不限于于未获授权的情况下进入本公司的系统、误用密码或误用张贴在网站或应用程序的任何数据。

4 Data collection and privacy 资料收集及私隐

The Company will collect, hold, use and disclose personal information in accordance with its Privacy Policy together with the Personal Information Collection Statement from time to time. The updated version will be available on the website at www.yff.com.

本公司将不时根据其私隐政策及个人资料收集声明收集、持有、使用及披露个人信息。最新版本的私隐政策将于网站 www.yff.com 上提供。

5 Hyperlinks and third party websites or resources 超链接及第三方网站或资源

(a) The Electronic Platform may offer access to information provided by persons other than the Company and may provide reports compiled from such information in any form, medium or means. The information may be provided in the Electronic Platform or accessible via hyperlinks in the Electronic Platform to third party websites or resources ("Third Party Websites"). While the information is based on sources believed to be reliable, the Company does not guarantee its accuracy and it may be incomplete or out of date.

电子平台可让用户存取由本公司以外人士提供的信息，并可能透过任何形式、媒介或途径提供利用该等信息编撰的报告。有关信息可能在电子平台提供，或可透过电子平台上连接到第三方网站或资源（「**第三方网站**」）的超链接存取。尽管上述信息乃基于本公司认为可靠的来源，惟本公司并不保证其准确性，而信息亦可能属不完整或过时。

(b) Hyperlinks to Third Party Websites are at the User's own risk. The Company does not investigate, verify, monitor or endorse the content, accuracy, opinions expressed, and other links provided by these resources.

接入第三方网站链接的风险概由用户自行承担。本公司不会调查、核实、监察或赞同其内容、准确性、所表达的意见，以及该等资源提供的其他连结。

(c) The Company expressly disclaims any responsibility for the contents, their availability or errors or omission of information found on the Electronic Platform or any of the Third Party Websites that link to or from the Electronic Platform.

本公司明确表示概不就于电子平台或链接至电子平台或由电子平台链接的任何第三方网站所获得的信息之内容、可供使用情况、误差或遗漏承担任何责任。

(d) The User is solely responsible for making all enquiries and investigation before proceeding with any online or offline access or dealing with any person through the Third Party Websites.

用户在进行任何在线或脱机接入前，或透过第三方网站与任何人士作任何事务往还前，须自行负责作出所有查询及调查。

6 Copyright 版权

(a) All copyright and other intellectual property rights of any nature in or relating to the Electronic Platform, including associated information, materials or documentation, will vest in the Company.

电子平台内或与其相关的所有版权及任何性质的其他知识产权（包括附带信息、材料或文件）将归本公司所有。

(b) The User undertakes and agrees not to modify, reproduce, store, transmit, copy, distribute re-use, re-post, reverse engineer, decompile or otherwise use for any commercial or public purpose, any contents, information or material related to the Electronic Platform.

用户承诺及同意不会修改、复制、储存、传输、复印、分发、重新使用、重新张贴、倒序制造、反编译或以其他方式使用任何有关电子平台的内容、信息或材料作任何商业或公共用途。

7 Licence and Ownership 特许及拥有权

(a) In consideration of the User agreeing to abide by the terms of these Terms and Conditions and subject to the relevant terms of use of Third Party Websites, the Company grants the User a non-transferable, non-exclusive license to download and use the Electronic Platform, as applicable, on to the User's relevant device for its personal purposes only.

考虑到用户同意遵守此等条款及细则的条文，并受限于第三方网站的相关使用条款，本公司授予用户一项不可转让的非专用特许，在用户的有关装置下载及使用电子平台（如适用），仅供其个人使用。

(b) The User undertakes and agrees not to use the Electronic Platform for any purpose which is unlawful, abusive, libellous, obscene, threatening or inappropriate in any other way.

用户承诺及同意不会使用电子平台作任何非法、辱骂、诽谤、淫褻、恐吓或任何其他不恰当用途。

(a) The User further undertakes and agrees not to use the Electronic Platform with respect to any market data information being displayed in the Electronic Platform for any purpose of disseminating any market data information to any person or for index computation and compilation and for deriving any tradable products. Furthermore, the User acknowledges that:

用户承诺及同意不会使用电子平台作任何相对于在电子平台中显示的任何市场数据信息，用于将任何市场数据信息传播给任何人或用于指数计算和汇编以及用于导出任何可交易产品的任何目的用途。此外，用户承认：

(i) SHANGHAI STOCK EXCHANGE ENDEAVOURS TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DOES NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

上海证券交易所尽力保证所提供信息的准确和可靠度，但不能确保其绝对准确和可靠，亦不对因信息不准确或遗漏而导致的任何损失或损害承担责任。

(ii) SHENZHEN STOCK EXCHANGE AND ITS SUBSIDIARIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

深圳证券交易所及其子公司尽力保证所提供信息的准确和可靠度，但不能确保其绝对准确和可靠，亦不对因信息不准确或遗漏而导致的任何损失或损害承担责任。

(iii) THE STOCK EXCHANGE OF HONG KONG LIMITED, ITS HOLDING COMPANY AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANY ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

香港联合交易所有限公司、其控股公司及 / 或该等控股公司的任何附属公司均尽力保证所提供信息的准确和可靠度，但不能确保其绝对准确和可靠，亦不对因信息不准确或遗漏而导致的任何损失或损害承担责任。

8 Systems failure 系统故障

(a) The User acknowledges and agrees that the Company will not be liable for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with the Electronic Platform, even if the Company had been advised as to the possibility.

用户确认及同意本公司不会就有关电子平台的任何性能故障、系统、服务器或连接故障、误差、遗漏、中断、违反保安的行为、计算机病毒、恶意代码、损坏、操作或传输上的延误或未能存取承担责任，即使本公司已获告知发生上述情况的可能性。

(b) The User acknowledges and agrees that communications through or in connection with the Electronic Platform may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to the public nature of the internet or otherwise.

用户确认及同意透过电子平台或与其有关的通讯可能会因互联网的开放性或其他原因而导致中断、讯息消失、传输延误或数据传输失误。

9 The Company's liability 本公司的责任

(a) To the fullest extent permitted by law, the Company expressly excludes and disclaims any condition, representation, warranty or responsibility of any kind relating to the Electronic Platform and/or such information and materials, whether express or implied, by statute or otherwise, including without limitation any such condition, representation, warranty or responsibility regarding:

在法律允许的最大范围内，本公司明确地排除及卸弃就有关电子平台及 / 或其相关资料及材料的任何条件的任何条件、陈述、保证或责任（不论是明示或暗示，亦不论是否于法规所载），包括但不限于有关下列各项的任何条件、陈述、保证或责任：

(i) the title, fitness for a particular purpose, merchantability or standard of quality of the Electronic Platform;

电子平台的所有权、就某一用途的适合性、适销性或质量标准；

(ii) information and materials on the Electronic Platform including that such information or materials will be accurate or free of errors or omissions;

电子平台上的信息及材料，包括有关信息或材料是为准确或没有存在误差或遗漏；

(iii) freedom from computer virus, Trojan horses, worms, software bombs or similar items;

没有计算机病毒、特洛伊木马程序、蠕虫病毒、软件炸弹或类似项目；

(iv) infringement of any third party rights; or

侵犯任何第三方权利；或

(v) that the Electronic Platform will be available and uninterrupted at any particular time, adhere to any particular performance standards or that any instruction to or information requested via the Electronic Platform will be acted upon, delivered to or received by the User in any time or at all.

电子平台可于任何特定时间不受干扰地供使用、符合任何特定的性能标准；或者给予电子平台的任何指示或透过电子平台所要求的信息，将会（或于任何时间）获得遵照办理、交付予用户或由用户收到。

- (b) To the fullest extent permitted by law, the Company accepts no liability for any loss, damage, demand, claims, liabilities and costs of any kind (“Loss”) arising directly or indirectly from action taken, or not taken, in reliance on information or materials provided via the Electronic Platform. In particular, no warranty is given that economic reporting information, materials or data is accurate, reliable or up to date.

在法律允许的最大范围内，如果因倚赖透过电子平台提供的信息或材料采取或不采取行动，而直接或间接产生任何种类的任何损失、损害、要求、申索、负债及费用（「损失」），本公司概不承担任何法律责任。尤其是，本公司并不保证经济报导中的信息、材料或数据是准确、可靠或最新的。

- (c) To the fullest extent permitted by law and unless caused by the Company’s wilful misconduct or negligence, the Company will not be liable for any Loss arising directly or indirectly (including special, incidental or consequential Loss) from the User’s use of the Electronic Platform including any Loss from, but not limited to, any defect, error, fault, mistake or inaccuracy with information provided via the Electronic Platform, or due to any unavailability of the Electronic Platform or any contents.

在法律允许的最大范围内及除非由本公司故意的不当行为或疏忽所引致，本公司毋须就用户使用电子平台所直接或间接产生的任何损失（包括特殊、附带或相应而产生的损失）承担法律责任，包括（但不限于）透过电子平台提供的信息的任何缺陷、误差、过失、错误或不准确性，或者因电子平台或任何内容未能供使用而引致的任何损失。

- (d) The Company does not guarantee that any communications from or via the Electronic Platform and/or via other means will be sent to the User or received by the Company nor does the Company warrant the privacy and/or security of such communications during transmission.

本公司并不保证来自或透过电子平台及 / 或透过其他途径传送的任何通讯将会传送至用户或由本公司收到，本公司也不保证有关通讯在传输时的私隐及 / 或安全。

- (e) Notice to New Zealand Investors

When the Electronic Platform is disseminated in New Zealand by the Company and Yunfeng Securities Limited (collectively the "Entities"), the Electronic Platform, and any access to it, is intended only for a person that has first satisfied the Entities that the person is someone:

- (i) who is an investment business within the meaning of clause 37 of Schedule 1 of the Financial Markets Conduct Act 2013 (New Zealand) (the "FMC Act");
- (ii) who meets the investment activity criteria specified in clause 38 of Schedule 1 of the FMC Act;
- (iii) who is large within the meaning of clause 39 of Schedule 1 of the FMC Act; or
- (iv) who is a government agency within the meaning of clause 40 of Schedule 1 of the FMC Act.

No offer to acquire the interests is being made to the User in the Electronic Platform. Any offer will only be made in circumstances where disclosure is not required under the FMC Act or the Financial Markets Conduct Regulations 2014.

新西兰投资者通知

当本公司和云锋证券有限公司（统称为“实体”）在新西兰电子平台时，电子平台及其访问权限仅限于首次满足实体的个人：

- (i) 是 2013 年金融市场行为法（新西兰）（“FMC 法案”）附则 1 第 37 条所指的投资业务；
- (ii) 符合“FMC 法令”附表 1 第 38 条所指明的投资活动准则；
- (iii) “FMC 法令”附表 1 第 39 条所指的大者； or
- (iv) “FMC 法令”附表 1 第 40 条所指的政府机构。

在电子平台中没有向用户提供获取利益的要约。任何要约仅在根据 FMC 法或 2014 年金融市场行为法规不要求披露的情况下进行。

10 Indemnity 弥偿保证

To the fullest extent permitted by law and unless caused by the Company’s wilful misconduct or negligence, the User agrees to fully indemnify and keep indemnified the Company and its officers and employees on demand against any liability (including tax or levy), Loss (including without limitation loss of profit) or reasonable expense arising from the User’s unauthorised use of the Electronic Platform including any act or omission by the User (including its employees or agents to the extent applicable), the Company’s reliance of information provided by the User for providing the Electronic Platform, and any breach of these Terms and Conditions, any intellectual property or other right of the Company or any other person.

在法律允许的最大范围内，及除非由本公司故意的不当行为或疏忽所引致，用户同意（一经要求）对本公司及其高级人员及雇员因用户以未获授权的方式使用电子平台（包括用户（在适用范围内包括其雇员或代理人）的任何作为或不作为）、因本公司倚赖由用户就提供电子平台而给予的数据，以及因对本条款及细则、本公司或任何其他人士的任何知识产权或其他权利的任何违反所产生的任何责任（包括税项或征费）、损失（包括但不限于利润损失）或合理开支作出全面弥偿并保持其获得弥偿。

11 Governing law and jurisdiction 管限法律及司法管辖权

- (a) These Terms and Conditions are governed by, and may be enforced in accordance with the laws of Hong Kong.

本条款及细则受香港法律管限，并可据此强制执行。

- (b) The User irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising from these Terms and Conditions.

用户不可撤回地愿就本条款及细则所产生的一切事宜受香港法院的专属司法管辖权管辖。

12 Miscellaneous 其他事项

- (a) To the extent permitted by law, the Company may from time to time amend any of these Terms and Conditions without prior notice to or approval from the User and such amendments shall come into effect immediately.

在法律允许的范围内，本公司可毋须事先通知用户或经用户批准，不时修订本条款及细则，有关修订将实时生效。

- (b) Any use of the Electronic Platform by the User will be taken to be acceptance of the Terms and Conditions as they apply at the relevant time.

用户对电子平台的任何使用将被视为接受于相关时间适用的条款及细则。

- (c) Without limiting any other right under these Terms and Conditions, the Company reserves the right at any time and from time to time, without having to give any reason or explanation, to suspend, expand or reduce the operation of the Electronic Platform and/or any connected services to the User under these Terms and Conditions.

在不限制本条款及细则下任何其他权利的原则下，本公司保留权利于任何时间及不时暂停、扩大或减少电子平台的营运及 / 或根据本条款及细则向用户提供的任何关连服务，而毋须给予任何理由或解释。

- (d) In the event of termination or suspension by the Company of the Electronic Platform, the Company will not be liable to any User for any Loss which may be suffered by the User arising out of, pursuant to or connected with such termination or suspension.

倘若本公司终止或暂停电子平台，本公司毋须就用户因为或根据该终止或暂停而蒙受（或与该终止或暂停相关）的任何损失对用户承担任何责任。

- (e) In the event of any difference in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, the User agrees that the English version shall prevail.

倘若本条款及细则的中文与英文版本之间的诠释或涵义有任何歧异，用户同意概以英文版本为准。

Version: 08A3_BL012017V2

Privacy Policy 私隱政策

1. Introduction 序言

Yunfeng Financial Group Limited (“we”) are committed to protecting personal data in accordance with the Hong Kong *Personal Data (Privacy) Ordinance* (the “PDPO”).

云锋金融集团有限公司（「我们」）致力根据香港《个人资料（私隐）条例》（“私隐条例”）中载列的规定保护个人资料。

We will only collect, use or disclose personal data in accordance with the PDPO and this Privacy Policy.

我们将仅按照《个人资料（私隐）条例》及本私隐政策收集、使用或披露个人资料。

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the “Privacy” link on our website homepage at www.yff.com. You should check the Privacy Policy regularly for changes.

我们可出于任何原因随时对本私隐政策进行修改。在我们的网站首页上打开「私隐」连结 www.yff.com，即可浏览最新版本的私隐政策。请定期查阅私隐政策有何变化。

In this Privacy Policy, “personal data” means any data:

在本私隐政策中，「个人资料」指符合以下说明的任何资料：

- (a) relating directly or indirectly to a living individual;
直接或间接与一名在世的个人有关的；
- (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and
该项资料是切实可行的用于直接或间接地确定有关个人的身分；及
- (c) in a form in which access to or processing of the data is practicable.
该项数据的形式是切实可行的让人可查阅及处理该项数据。

2. When do we collect personal data? 我们何时收集个人资料？

We collect personal data in a number of ways. The most common circumstances in which we collect personal data are when you:

我们以多种方式收集个人资料。我们需要收集个人资料的最常见情况是当您：

- use our app or website (“online platform”);
使用我们平台的应用程序或网站时（“网络平台”）；
- apply to open a trading account with us;
向我们申请开设交易账户时；
- are a signatory or director or officer of a corporation opening a trading account with us;
是我们开设的交易账户的企业签署人、董事或高级人员；
- apply for employment with us; or
应聘我们的职位时；或
- send us correspondence.
向我们发送信函时。

3. What personal data do we collect? 我们收集何种个人资料？

The types of personal data we collect from you will depend on the circumstances in which that information is collected.

我们收集的个人资料的类型将视乎所收集资料的具体情况而定。

We may collect personal data about you when you:

我们可在以下情况下收集关于您的个人资料：

- use our online platform - including your identity and contact details, financial information about you, information about your income and existing investments;
使用我们的网络平台时——包括您的身分数据和联络详情、金融资料、您的收入和现有投资；

- apply to open a trading account with us - including your financial information about you, information about your income and existing investments;
向我们申请开设交易账户时——包括您的金融资料、收入及现有投资资料；
- are a signatory or director or officer of a corporation opening a trading account with us - including your identity and contact details;
是在我们开设的交易账户的企业签署人、董事或高级人员时——包括您的身分资料和联络详情；
- apply for employment with us - including your identity and contact details, information about your skills, information about any disability or condition you may have, bank account information for payroll purposes, details regarding family members for medical insurance purposes, information about your criminal record and other information relevant to our compliance obligations; or
应聘我们的职位时——包括您的身分数据和联络详情、您的技能、您可能存在的任何残疾或身体状况、发放工资的银行账户资料、购买医疗保险所需的家庭成员详情、您的犯罪记录数据及与我们的合规义务相关的其他数据；或
- send us correspondence - including your contact details in order to respond to you.
向我们发送信函时——包括您的详细联络方式，以便我们回复您。

4. What do we use personal data for?

我们将个人资料作何种用途？

The purposes for which your personal data will be used will depend on the circumstances in which that personal data is collected.

您的个人资料的用途将视乎所收集资料的具体情况而定。

We will inform you of the purposes for which we intend to use your personal data in the Personal Information Collection Statement (“PICS”) at or before the time we collect your personal data.

我们将于收集您的个人资料之时或之前在「个人资料收集声明」中告知您我们将使用您的个人资料作何用途。

Generally, we may use your personal data for:

一般而言，我们会将您的个人资料用于：

- the purpose for which you provided it to us;
您向我们提供个人资料的目的；
- purposes which are directly related to the purpose for which you provided it to us; and
与您向我们提供个人资料之目的直接相关的用途；及
- any other purposes to which you have consented.
您所同意的任何其他用途。

For example, we may use your personal data when you:

例如，我们可能在以下情况下透露您的个人资料：

- use our online platform - to process and evaluate your application, open and administer an account, provide services to you, conduct credit checks and providing credit facilities to you, assist other financial institutions to conduct credit checks, collect amounts from you and pay amounts to you, provide security for your obligations, design new financial services and products, and make any disclosure or transfer that is permitted or required by law;
使用我们的网络平台时——用于处理和评估您的申请、开设和管理账户、为您提供服务、进行信用审查和向您提供信贷融通、协助其他金融机构进行信用审查、向您收取及支付款项、为您的责任提供担保、设计新的金融服务和产品，以及作出法律规定或允许的任何披露或转让；
- apply to open a trading account with us - to process and evaluate your application, open and administer an account, provide services to you, conduct credit checks and providing credit facilities to you, assist other financial institutions to conduct credit checks, collect amounts from you and pay amounts to you, provide security for your obligations, design new financial services and products, and make any disclosure or transfer that is permitted or required by law;
向我们申请开设交易账户时——用于处理和评估您的申请、开设和管理账户、为您提供服务、进行信用审查和向您提供信贷融通、协助其他金融机构进行信用审查、向您收取及支付款项、为您的责任提供担保、设计新的金融服务和产品，以及作出法律规定或允许的任何披露或转让；
- are a signatory or director or officer of a corporation opening a trading account with us - to register you as a signatory and comply with legal requirements;
是在我们开设的交易账户的企业签署人、董事或高级人员时——用于将您注册为签署人并遵守法律规定；
- apply for employment with us - to evaluate your application, administer payroll, benefits and taxation, performance evaluations, promotions, disciplinary matters, contingency planning, training, recruitment,

diversity planning, provision of references to third parties, internal reorganisation of employees, and comply with legal requirements, and make any disclosure or transfer that is permitted or required by law; and

应聘我们的职位时——用于评估您的申请、管理薪酬、福利和税务、表现评估、晋升、处理纪律问题、编制应变计划、培训、人才招聘、多样性规划、向第三方提供推荐信、员工内部重组，以及遵守法律规定，以及作出法律规定或允许的任何披露或转让；及

- send us correspondence - to respond to you.

向我们发送信函——用于回复您。

5. Our use of cookies

我们如何使用小型文本文件 (cookies)

By accessing our online platform, you acknowledge that you have been informed of the practice of using cookies and authorise us to use any information collected through our use of cookies in connection with the purpose set out in this Privacy Policy. “Cookies” are data files stored on your electronic devices (such as your computer or mobile phone) after you access certain websites or mobile applications.

通过进入我们的网络平台，您承认您已被告知使用小型文本文件 (cookies)的常规，并授权我们就本私隐政策所设定的目的使用通过我们使用小型文本文件 (cookies)所收集的任何资料。“小型文本文件 (cookies)”是当您进入某些网站或电话应用程序后储存在您的电子设备（例如计算机或电话）的数据。

Cookies are primarily used to identify visitors when they return to a site, so that certain information already provided by the visitor to a site is not required to be provided again. Cookies are also used to gather data on which areas of a site or app are visited frequently and which are not. Keeping data on which areas of a site are most popular allows a site operator to better plan and enhance the site.

小型文本文件 (cookies) 主要用于当访客返回同一个网站时，他们不需要提供先前已经提供予该网站的某些信息。小型文本文件 (cookies) 也可用来收集显示一个网站的领域是否常被浏览的数据。保留有关网站经常被浏览的领域的的数据可允许操作员更好地规划和提升该网站。

We acknowledge that you may wish to disable cookies. This can be done by changing your web browser settings, but may result in more limited functionality. However, if you do so, you may not be able to utilize or activate certain functions available on our online platform.

我们明白您可能会希望禁用小型文本文件。您可以透过改变您的浏览器设定来禁用小型文本文件 (cookies)，但此举可能会限制更多功能。但是，如果您这样做，您可能无法使用或启动我们的网络平台上的某些功能。

6. Do we use personal data for direct marketing?

我们是否会将个人资料用于直接促销？

We do use some of the personal data we collect to send marketing material and special offers to the intended recipients via telemarketing, electronic means, direct mail or such other appropriate means, but only in accordance with the rules about direct marketing contained in the PDPO.

我们会透过电话营销、电子形式、直接邮寄或其他适当的手段将收集的部分个人资料用于向预期接收者发送市场推广材料及特别优惠信息，但我们仅会在遵守私隐条例所规定有关直接促销的规则前提下使用个人资料。

If we intend to use your personal data for direct marketing purposes or provide your personal data to third parties for direct marketing purposes, we will inform you of that in the PICS at or before the time we collect your personal data. We will provide you with an opportunity to opt-out of that direct marketing at that time.

若我们有意将您的个人资料用于直接促销或提供您的个人资料以供第三方用于直接促销，我们将会于收集您的个人资料之时或之前在「个人资料收集声明」中告知您。届时，您可以选择拒绝接收直接促销信息。

If you do not opt-out of direct marketing at that time, but you later decide that you no longer wish to receive direct marketing, you may ask us to cease any further direct marketing by contacting the Data Protection Officer at the address below.

若当时您未选择拒绝接收直接促销信息，但其后确定不希望接收直接促销信息，您可以联络数据保护专员，要求我们停止向您发送任何进一步直接促销信息。

7. To whom do we disclose personal data?

我们向何人披露个人资料？

The third parties to whom your personal data will be disclosed will depend on the purposes for which that personal data is used.

您的个人资料将获被披露到的第三方将视乎个人资料的用途而定。

We will inform you of the third parties to whom your personal data will be disclosed in the PICS at or before the time we collect your personal data.

我们将于收集您的个人资料之时或之前，在「个人资料收集声明」中告知您我们将向其披露您的个人资料的第三方。

Generally, we may disclose your personal data as necessary for:

一般而言，我们会就以下目的按需要披露您的个人资料：

- the purpose for which you provided it to us;
您向我们提供个人资料的目的；
- purposes which are directly related to the purpose for which you provided it to us; and
与您向我们提供个人资料之直接相关的目的；及
- any other purposes to which you have consented.
您所同意的任何其他目的。

For example, we may disclose your personal data to:

例如，我们可能会向以下人士披露您的个人资料：

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including telemarketers, mailing houses, IT service providers and data processors);
提供行政管理、通讯、计算机、支付、保安或其他服务以协助我们实现上述目的之服务的第三方代理人、承办商及顾问（包括电话销售员、寄件中心、信息科技服务供货商及数据处理人员）；
- our legal and professional advisors;
我们的法律及专业顾问；
- our related companies (as that term is defined in the Hong Kong *Companies Ordinance*);
我们的关连公司（定义见香港《公司条例》）；
- government agencies and authorities as required by any law, regulation, rule or codes binding on us or our related companies; and
对我们或我们的关连公司具约束力的任何法律、法规、规则或准则所规定之政府机构及相关当局；及
- any other person to whom you have consented.
您所同意的任何其他人士。

Where personal data is transferred to place(s) outside of Hong Kong in connection with such purposes, such place(s) may or may not offer the same or a similar level of personal data protection as in Hong Kong.

当个人资料就此类目的被转移到香港以外的地方时，该地方可能会或可能不会提供与香港相同或类似的个人资料保护。

8. How is personal data secured?

如何确保个人资料安全？

We will take all practicable steps to ensure that your personal data is protected against unauthorised access, disclosure, processing, erasure, loss or use.

我们将采取一切切实可行的步骤，以确保您的个人资料不会被擅自查阅、披露、处理、删除、丢失或使用。

9. Accessing and correcting / enquiring about your personal data

查阅及更正/查询您的个人资料

You may contact us to seek access to or seek to correct or enquire about the personal data which we hold about you. There are certain exemptions under the PDPO which may apply to personal data access and correction requests. We may require that you the person requesting access or correction provide suitable identification and we may charge a reasonable administration fee for complying with a data access request.

您可以联络我们请求查阅或更正或查询我们所持有的关于您的个人资料。《个人资料（私隐）条例》中的若干豁免情况适用于查阅及更正个人资料的要求。我们可能会要求您（即要求查阅或更正数据的人士）提供适当的身分证明，并且可能会收取合理的行政费用，方会批准您查阅资料的要求。

Requests for access to, to correct or to enquire about the personal data held by us should be addressed to:

若需要查阅或更正或查询我们所持有的个人资料，请透过以下方式联络我们：

The Data Protection Officer

Yunfeng Financial Group Limited
Suites 3201-3204, One Exchange Place
8 Connaught Place
Hong Kong
数据保护专员
云锋金融集团有限公司
香港康乐广场 8 号
交易广场 1 座 3201-3204 室

Version: 08A3_BL012017V21

Personal Information Collection Statement

个人资料收集声明

Youyu Smart Technologies Limited, a company incorporated in the Hong Kong (“we”) may, from time to time, use the personal data we collect about you for the following purposes:

有鱼智能科技有限公司，一间于香港注册成立之公司（「我们」）可不时出于以下目的使用我们所收集到有关于您的个人资料：

- **processing and evaluating your account application;**
办理及评估您的账户申请；
- **opening and administering an account for you;**
为您开设及管理账户；
- **providing wealth management and investment services;**
提供财富管理及服务；
- **conducting credit checks and providing credit facilities to you;**
进行信用审查及为您提供信贷融通；
- **assisting other financial institutions to conduct credit checks;**
协助其他金融机构进行信用审查；
- **determining outstanding amounts owed to or by you;**
厘定欠付您或您欠付的未偿付金额；
- **collecting payments and outstanding amounts from you;**
向您收取款项及未偿付金额；
- **paying dividends, interest, proceeds and other amounts to you;**
向您支付股息、利息、收益及其他金额；
- **providing security for your obligations;**
为您的责任提供担保；
- **contacting you for any of the above purposes;**
出于以上任何目的联络您；
- **designing new financial services and products;**
设计新金融服务及产品；
- **making disclosure under the requirements of any law, regulation, rule or codes binding on us or our related companies;**
根据对我们或我们的关连公司具约束力的任何法律、法规、规则或准则规定作出披露；
- **other ancillary purposes which are directly related to the above purposes; and**
与上述目的直接相关的其他次要目的；及
- **any other purpose to which you have consented.**
您所同意的任何其他用途。

With your consent, we may also use your contact details, demographic information and investment details to contact you with marketing communications regarding financial and investment products or services by mail, email, telephone, SMS, instant messaging or push notification. We require your consent to do so. You may indicate that you do not consent to receive such marketing communications by using any available opt-out option.

在您同意的情况下，我们还可使用您的联络详情、人口统计信息及投资详情，以邮件、电子邮件、电话、短讯、实时通讯或推播通知方式向您发送有关金融及投资产品或服务的市场推广通讯。我们需要您的同意。您可以以任何退出选项表明您不同意接收此类市场推广通讯。

With your consent, we may also provide your contact details, demographic information and investment details to our related companies or to investment brokers (which may be for gain), who may contact you with marketing communications regarding financial and investment products or services by mail, email, telephone, SMS instant messaging or push notification. We require your consent to do so. You may indicate that you do not consent to us providing your personal data to these third parties or do not wish to receive marketing communications from these third parties by using any available opt-out option.

在您同意的情况下，我们还可将您的联络详情、人口统计信息及投资详情提供予投资经纪（当中可能获得收益），他们可能以邮件、电子邮件、电话、短讯、实时通讯或推播通知方式向您发送有关金融及投资产品或服务的市场推广通讯。我们需要您的同意。您可以以任何退出选项表明您不同意我们将您的个人资料提供给此类第三方，或不希望接收来自此类第三方市场推广通讯。）

We may disclose your personal data for the above purposes to:

我们可就上述目的将您的个人资料披露予：

- **third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including telemarketers, mailing houses, IT service providers and data processors);**
提供行政管理、通讯、计算机、支付款项、保安或其他服务以协助我们实现上述目的之第三方代理人、承办商及顾问（包括电话销售员、寄件中心、信息科技服务供货商及数据处理人员）；
- **any financial institution with which you have or propose to have dealings;**
您与之或打算与之进行交易的任何金融机构；
- **our actual or proposed assignees, transferees or participants of our rights in relation to you;**
我们与您相关的权利的实际或建议承让人、受让人或参与者；
- **our legal and professional advisors;**
我们的法律及专业顾问；
- **our related companies (as that term is defined in the Hong Kong Companies Ordinance);**
我们的关连公司（定义见香港《公司条例》）；
- **government agencies and authorities as required by any law, regulation, rule or codes binding on us or our related companies; and**
对我们或我们的关连公司具约束力的任何法律、法规、规则或准则所规定之政府机构及相关当局；及
- **any other person to whom you have consented.**
您所同意的任何其他人士。

In some cases, we or third parties we disclose your personal data to may process and store your personal data outside of Hong Kong.

在某些情况下，我们或我们向其披露您的个人资料的第三方可在香港以外地区处理及储存您的个人资料。

With respect to the online platform including any mobile application and websites, some fields may indicate where it is optional to provide personal data. If you do not provide the personal data required in the mandatory fields, we will be unable to provide services to you.

就网络平台（包括任何移动应用程序及网站），某些字段将标明可选择是否提供个人资料之项目。倘若您未提供必填栏目要求填写的个人资料，我们将无法向您提供服务。

You may seek access to and request correction of any personal data we hold about you by contacting:

您可透过以下联络方式，要求查阅或要求更正我们所持有的关于您的任何个人资料：

The Data Protection Officer
Yunfeng Financial Group Limited
c/o Youyu Smart Technologies Limited, a company incorporated in Hong Kong
Suites 3201-3204, One Exchange Place
8 Connaught Place
Hong Kong
数据保护专员
云锋金融集团有限公司
c/o 有鱼智能科技有限公司，一间于香港注册成立之公司
香港康乐广场 8 号
交易广场 1 座 3201-3204 室

Version: 08A3_BL012017V2