



使用期貨至尊寶應用程序介面 (Application Programming Interface) (「API」) 的條款和條件

Terms and Conditions for Using Application Programming Interface ("API") on Power Futures

客戶已於海通國際期貨有限公司 (「本公司」) 開立及維持一個期貨交易賬戶 (賬戶號碼：_____，「該賬戶」)。客戶亦使用本公司提供的一站式網上交易平台「期貨至尊寶」支援下單及獲取其他賬戶服務。

The Client has opened and maintained a futures trading account (Account Number: _____, the "Account") with Haitong International Futures Limited (the "Company"). The Client also uses Power Futures (a one-stop online trading platform) provided by the Company to support the Client's order placing and obtain other account services.

客戶現尋求本公司同意客戶使用自己或由第三方開發的 API 連接期貨至尊寶，以及通過 API 向期貨至尊寶發出電子交易指示。API 詳情載例如下：

The Client hereby applies the Company's consent for the Client's using a third party /self-developed API to connect Power Futures and placing electronic orders to Power Futures through such API. The details of API are listed below:

開發者 Developer: Sharp Point Limited

開發者網頁 Developer's webpage: <http://www.sharppoint.com.hk>

客戶選用的 API 類型 API to be used by the Client:

SP Native API SP Trader API

在該賬戶的條款和條件 (可由本公司不時修訂) 規限下及依據客戶在本條款和條件下所作承諾，本公司同意客戶使用 API。

Subject to the terms and conditions of the Account as amended by the Company from time to time and in reliance on the Client's undertakings made hereunder, the Company consents the Client's using of the API.

客戶不可撤回地同意以下條款和條件：

The Client irrevocably agrees the terms and conditions as follows:

1. 客戶向本公司承諾，客戶已獲正式授權使用 API，而且客戶使用 API 不會侵犯任何第三方的所有權權利或知識產權。客戶承諾 API 可與期貨至尊寶相容，本公司並無責任更改或重訂期貨至尊寶或對期貨至尊寶作出任何額外安排。經本公司同意後及在該賬戶的條款和條件 (可由本公司不時修訂) 規限下，客戶可使用 API 連接本公司提供的期貨至尊寶，但僅可作下單用途。

The Client undertakes to the Company that the Client has been duly authorized to use API and the Client's use of API will not infringe any third party's proprietary or intellectual property rights. The Client undertakes that API will be compatible to Power Futures and the Company is not responsible to change, re-write or make any additional arrangement for Power Futures. Subject to the Company's consent and the terms and conditions of the Account as amended by the Company from time to time, Client shall use API to connect Power Futures provided by the Company for the purpose of placing the Client's electronic orders only.

2. 客戶明白 API 並非本公司提供或開發或支援的服務或程式，亦了解客戶使用 API 涉及的一切風險，包括但不限於 API 操作失靈、API 與期貨至尊寶連接失敗、系統互不相容、交易指示傳送延誤等等。客戶同意自行承擔使用 API 所涉及的風險，並對其開發及/或使用

API 以及在使用 API 期間採用的運算和／或應用程式（例如算法交易）所引致的一切後果負全責。客戶亦會就一切錯誤交易承擔全部責任，並對其通過 API 向期貨至尊寶提交的任何指示負責。本公司概不會就此提供任何支援。

The Client acknowledges that API is not a service or program provided or developed or supported by the Company and acknowledges all the risks in relation to the Client's use of API, including without limitation to any failure of API, failure of the connection between API and Power Futures, incompatible systems, delay of the transmission of the instruction and so on. The Client agrees that it shall use API at the its own risk and solely be responsible for all consequences in relation to its developing and/or using API and the calculations and/or applications (e.g. Algo trading) it applies when using API. The Client shall also be fully responsible for any error trade(s) and shall further be responsible for any order(s) submitted through API on Power Futures. No support whatsoever shall be provided by the Company.

3. 客戶的下單指示必須切合本身預設的條件並符合所有適用法規及該賬戶的條款和條件，而且下單價格不得大幅偏離香港交易所或任何其他交易所（如適用）的現價。

The Client shall only place orders with its own preset conditions in compliance with all applicable laws and regulations and the terms and conditions of the Account, and shall not place orders at the price(s) substantially deviated from the current market price(s) at the HKEx or any other exchanges, if applicable.

4. 客戶須不時應本公司要求進行測試後，方可通過 API 下單。本公司提供的模擬環境（如有）只供測試用途。本公司概不保證客戶使用 API 下單的實際結果。

The Client shall perform the testing(s) requested by the Company from time to time, before the Client may place any order(s) through API. The demo environment, if any, provided by the Company is for testing purpose only. The Company shall not guarantee the result of the Client's using API in placing the orders.

5. 本公司通過期貨至尊寶提供的市場數據／資訊只供參考。未經本公司事先書面同意，此等市場數據／資訊不得以任何形式複製、傳送、傳播、出售、分發、出版、廣播、傳閱或儲存作任何其他用途。

The market data/information provided by the Company through Power Futures are for reference only. The market data/information shall not be copied, transmitted, disseminated, sold, distributed, published, broadcasted, circulated, stored whatsoever for any other purpose without any prior written consent by the Company.

6. 本公司就客戶使用 API 和相關服務而給予的同意只適用於本公司不時指定的某些金融產品，本公司不會就此向客戶發出任何事先通知。

The Company's consent of using API and the relevant services shall only be available for certain financial products designated by the Company from time to time without any prior notice to the Client.

7. 客戶明白及同意通過 API 提交的指示有可能因為市場波動、流通量、成交量等因素而延誤甚至未能觸發及／或成交。本公司概不會對客戶使用 API 所引致的任何後果承擔任何責任。

The Client acknowledge and consent that its order(s) submitted through API may be delayed, and may not be triggered and/or executed due to the market volatility, liquidity, trading volume etc. The Company shall not be responsible for any consequences arising from the Client's use of API.

8. 客戶須就使用 API 而直接或間接令本公司蒙受或承擔的任何損失、費用、索償、法律責任或開支（包括任何法律開支），向本公司作出彌償並確保本公司持續獲得彌償。
The Client shall indemnify and keep the Company indemnified for any loss, costs, claims, liability or expenses (including any legal expenses), directly or indirectly arising out of or in connection with the use of API.
9. 本公司可全權酌情拒絕依照任何從 API 接獲的指示行事及／或拒絕接受任何從 API 接獲的指示。客戶亦確認本公司可全權酌情撤回在本條款和條件下給予的同意。
The Company shall be entitled, at its sole and absolute discretion, to refuse to act on any of instructions received from API and/or refuse to accept any order(s) received from API. The Client also acknowledges that the Company is entitled to withdraw the consent hereunder at its sole and absolute discretion.
10. 本公司可全權酌情暫停及／或終止 API 與期貨至尊寶（和／或該賬戶）的連接，不再容許客戶使用 API。本公司概不會對上述暫停或終止所引致或涉及的任何損失、費用、索償、法律責任或開支承擔任何責任。
The Company shall be entitled, at its sole and absolute discretion, to suspend and/or terminate the connection between API and Power Futures (and/or the Account) and unable the Client's use of API. The Company shall not be responsible for any loss, costs, claims, liability or expenses arising out of or in connection with such suspension or termination.
11. 客戶亦確認及同意 http://www.htisec.com/tc/futures/points_to_note_power_futures.pdf 所載的「期貨至尊寶注意事項」。
The Client also acknowledge and consent to the Points To Note – Power Futures at http://www.htisec.com/tc/futures/points_to_note_power_futures.pdf.
12. 倘若本條款和條件的中英文版本在詮釋或涵義方面有任何歧義，客戶確認及同意以英文版本為準。
In the event of any difference in interpretation or meaning between the Chinese and English versions hereof, the Client acknowledge and agree that the English version shall prevail.

賬戶（授權）簽署 Client Account (Authorized) signature : _____

賬戶名稱 Account Name : _____

賬戶號碼 Account number : _____

日期 Date : _____

公司專用 Official use only	
Request by (AE)	Approved by Sales Director
Date :	Date: