



KOHLE CAPITAL MARKETS
柯尔凯思

Website Terms of Use 网站使用条款

CONTENTS

内容

1. LEGAL INFORMATION	3
法律信息	3
2. TERMS AND CONDITIONS	3
条款及细则	3
3. OWNERSHIP OF SITE	3
网站拥有权	3
4. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY	3
免责声明和责任限制	3
5. ACCESS	5
使用权限	5
6. LINKED SITES	5
网站链接	5
7. SECURITY	5
安全性	5
8. PRIVACY	5
隐私权	5
9. APPLICABLE LAW & JURISDICTION	6
适用法律和司法管辖区	6
10. TRADEMARKS	6
商标	6

1. LEGAL INFORMATION

法律信息

KOHLE CAPITAL MARKETS LIMITED (hereinafter referred to as 'KOHLE' or the 'Company') is a brokerage firm that operates globally.

KOHLE CAPITAL MARKETS LIMITED (中文譯名: 柯尔凯思有限公司 (以下称 被称为“KOHLE”或“公司”) 是一所在全球开展业务的经纪公司。

KOHLE CAPITAL MARKETS LIMITED is incorporated in the Republic of Mauritius with the registration number C153797 C1/GBL under Section 24, Part III of the Companies Act 2001. Holding a Global Business License under Section 72(6) of the Financial Services Act 2007 (as amended 2018) and an Investment Dealer (Full Service Dealer, excluding Underwriting) License under Section 29 of the Securities Act 2005 (as amended 2001).

柯尔凯思有限公司在毛里求斯, 根据2001年《毛里求斯公司法》第三章二十四条注册成立, 注册号为C153797 C1/GBL。根据《毛里求斯2007年金融服务法》(2018年修订版)第72(6)条持有国际营业执照, 并根据《毛里求斯2005年证券法》第29条(2001年修订版)获得投资交易商(全方位服务交易商, 不包括包销)执照。

2. TERMS AND CONDITIONS

条款及细则

By accessing this site, you signify your agreement with and understanding of the following Terms and Conditions relating to both this site and any material contained in it.

通过到访本网站即表示您同意并理解与本网站及其中包含的任何材料相关的以下条款及细则。

KOHLE reserves the right to change these Terms and Conditions at any time without serving notice to the clients of KOHLE. Clients are therefore responsible for regularly reviewing these Terms and Conditions. Continued use of this site following any such changes shall therefore constitute your acceptance of such changes.

KOHLE保留随时更改这些条款和条件的权利, 恕不另行通知KOHLE客户。因此, 客户有责任定期查看这些条款和条件。因此, 在进行任何此类更改后继续使用本网站即表示您接受此类更改。

3. OWNERSHIP OF SITE

网站拥有权

The Company owns and maintains this site. No act of downloading or otherwise copying from this site will transfer the title of any software or material in this site, to you or any other persons. Anything that you transmit to this site becomes the property of the Company, may be used by the Company for any lawful purpose, and is further subject to disclosure as deemed appropriate by the Company, including to any legal or regulatory authority to which the Company is subject.

公司拥有并维护本网站。从本网站下载或以其他方式复制的任何行为均不会将本网站中任何软件或材料的所有权转让给您或任何其他人士。您传输到本网站的任何内容均成为公司的财产, 公司可以将其用于任何合法目的, 并在公司认为适当的情况下进一步进行披露, 包括向公司必须遵守的任何法律或所属的监管机构披露。

The Company reserves all rights with respect to copyright and trademark ownership of all material on this site, and will enforce such rights to the full extent of the law.

公司保留与本网站上所有材料的版权和商标所有权有关的所有权利, 并将在法律允许的范围内充分行使这些权利。

4. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

免责声明和责任限制

The information on this site is provided "as it is". The Company does not warrant the accuracy of the materials provided herein, expressly or implicitly, for any particular purpose and expressly disclaims any warranties of merchantability or fitness for a particular purpose.

本网站上的资讯“按原样”提供。本公司不为任何特定目的而明示或暗示地保证此处提供的材料的准确性, 并明确否认对特定目的的适销性或适用性提供任何保证。

The Company will not be responsible for any loss or damage that could result from the interception by third parties of any information made available to you via this site. Although the information provided to you on this site is obtained or compiled from sources we believe to be reliable, the Company cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose.

本公司对于因第三者通过截取本网站提供给您的任何信息而导致的任何损失或损害概不负责。尽管本网站上提供给您的信息是从我们认为可靠的来源获得或汇编的，但公司不能也不保证为特定目的而提供给您的任何资料或数据的准确性，有效性，及时性或完整性。

Neither the Company, nor its directors, officers or employees, nor any 3rd party vendor will be liable or have any responsibility of any kind, for any loss or damage that you may incur in the event of any failure or interruption of this site, or resulting from the act or omission of any other parties involved in making this site or the data contained therein available to you, or from any other cause relating to your access to, inability to access, or use of the site or these materials, whether or not the circumstances giving rise to such cause may have been within the control of the Company or of any vendor providing software or services support.

公司，其董事，高级管理人员或雇员，或任何第三方供货商均不对您因本网站的任何故障或中断而招致的任何损失或损害负责或承担任何形式的责任；或是由于与制作本网站或其中包含的数据有关的任何其他方的行为或疏忽，或与您到访，无法到访或使用本网站或这些材料有关的任何其他原因，无论引起这种情况的情况是否在公司的或任何提供软件或服务支持的供货商的控制范围内。

Under no circumstances will the Company be liable for any consequential, incidental, special, punitive or exemplary damages arising out of any use of or inability to use this site or any portion thereof, regardless of whether the Company has been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in Contract, Tort (including negligence), Strict Liability, or otherwise.

无论在任何情况下，无论公司是否已被告知发生该类损害的可能性，无论是以合同，侵权行为（包括过失），严格责任还是其他方式发生的损害，无论采取何种诉讼形式，本公司均不对因使用或无法使用本网站或其任何部分而造成的任何间接，附带，特殊，惩罚性或示范性损失负责。

The information contained in this site is intended for information purposes only. Therefore it should not be regarded as an offer or solicitation to any person in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it would be unlawful to make such an offer or solicitation, nor regarded as a recommendation to buy, sell or otherwise deal with any particular investment.

本网站中包含的资讯仅供参考。因此，不应将其视为对未授权该要约或招揽的任何司法管辖区中的任何人的要约或招揽，也不应向该等会被视为违法的任何人作出要约或招揽，也不应被视为购买，出售或以其他方式处理任何特定投资的建议。

You are strongly advised to obtain independent investment, financial, legal and tax advice before proceeding with any investment. Nothing in this site should be read or construed as constituting investment advice on the part of the Company, or any of its directors, officers or employees.

我们强烈建议您在进行任何投资之前获得独立的投资，财务，法律和税务建议。本网站上的任何内容均不得视为公司或其任何董事，高级管理人员或雇员的投资建议。

The nature of investment in financial instruments is such that not all financial instruments are suitable for everyone unless they:

在金融工具投资的本质使得不是所有金融工具都适合每个人，除非他们：

- (a) are knowledgeable in investment matters,
熟悉投资事宜，
- (b) understand the risk involved,
了解所涉及的风险
- (c) are able to bear the economic risk of the investment,
有能力承担该项投资的经济风险，
- (d) believe that the investment is suitable for their particular investment objectives and financial needs and
认为该投资适合其特定的投资目标和财务需求，并且
- (e) have no need for liquidity of investment.
不需要投资的流动性。

Should any non-professional investor invest in financial instruments, it is advisable that only a part of the sums that the investor intends to invest for the long-term, should be so invested.

如果有任何非专业投资者投资金融工具，建议投资者仅将打算长期投资的部分金额进行投资。

It is also advisable that all investors should seek advice from a professional investment advisor before making any

investment in Financial Instruments.

我们也建议所有投资者在对金融工具进行任何投资之前均应寻求专业投资顾问的建议。

5. ACCESS

使用权限

This site and the information, tools and material contained in it are not directed to, or intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject the Company to any registration or licensing requirement within such jurisdiction.

本网站及其中包含的资讯，工具和材料在此类分发，发布，提供或使用该等资讯，工具和材料会违反法律或法规的情况下不针对任何人，或意图分发给任何人或实体，其公民，居民或居住在任何司法管辖区的任何个人或实体，，或旨在供任何人或实体使用，或将使本公司在该司法管辖区内受到任何注册或许可证要求的约束。

6. LINKED SITES

网站链接

The site also contains links to websites controlled or offered by 3rd parties. The Company has not reviewed, and hereby disclaims responsibility for any information or materials posted on any 3rd party websites linked to this website. By creating a link to a 3rd party website, the Company does not endorse or recommend any products or services offered on that website.

网站包含由第三方控制或提供的网站的链接。本公司没有审查，特此声明对与本网站链接的任何第三方网站上发布的任何信息或数据概不负责。本公司不会通过创建到第三方网站的链接认可或推荐该网站上提供的任何产品或服务。

7. SECURITY

安全性

If you, the Client, communicate with the Company by e-mail, you should note that the security of Internet e-mail is uncertain. By sending sensitive or confidential e-mail messages which are not encrypted, you accept the risks of such uncertainty and possible lack of confidentiality over the Internet. The Internet is not 100% safe and someone may be able to intercept and read your messages.

如果客户通过电子邮件与公司通信，则应注意互联网电子邮件的安全性是不确定的。通过发送未加密的敏感或机密电子邮件，您接受这种不确定性以及互联网上可能缺乏机密性的风险。互联网不是100%安全的有人可以拦截和阅读您的消息。

8. PRIVACY

隐私权

Any personal information that you provide to us, will be treated as confidential and shared only within the Company and its business partners and will not be disclosed to any 3rd party except under any regulatory or legal proceedings.

您提供给我们的任何个人信息将被视为机密信息，仅在公司及其业务合作伙伴内部共享，除非根据任何法规或法律程序，否则不会透露给任何第三者。

Website tracking systems may also collect data detailing the pages you have accessed, how you discovered this site, the frequency of visits and so on. The information we obtain is used to improve the content of our website and may be used by us to contact you, by any appropriate means, and to provide you with any information we believe may be useful to you.

网站跟踪系统还可能收集详细描述您到访过的页面，如何发现此站点，访问频率等的的数据。我们获得的信息将用于改善我们网站的内容，并且我们可能会通过任何适当的方式将其用于与您联系，并向您提供我们认为可能对您有用的任何信息。

9. APPLICABLE LAW & JURISDICTION

适用法律和司法管辖区

For clients of KOHLE, by accessing this site, you agree that the laws of the Republic of Mauritius will apply to all matters relating to the use of this site. In case of a dispute, you agree to the exclusive jurisdiction of the Republic of Mauritius.

对于KOHLE的客户，访问本网站即表示您同意毛里求斯共和国的法律将适用于与使用本网站有关的所有事宜。如有争议，您同意接受毛里求斯共和国的专属管辖权。

In the event any of the Terms and Conditions shall be held to be unenforceable, the remaining Terms and

Conditions shall be unimpaired and the unenforceable Term or Condition shall be replaced by such enforceable Term or Condition as comes closest to the intention underlying the unenforceable Term or Condition.

如果任何条款及细则应被视为不可执行，则其余条款及细则应不受损害，不可执行的条款或细则应被最接近不可执行条款或细则意图的可执行条款或细则 代替。

This Agreement does not replace or in any way amend any other agreement you have entered into with the Company.

本协议不会替代或以任何方式修改您与公司签订的任何其他协议。

10. TRADEMARKS AND COPYRIGHT

商标和版权

KOHLE, KC Kohle Capital and 柯尔凯思 is the trading name of the Company and its Group. Under no circumstances should the use of such information or this website be construed as granting a licence or right to use any of the intellectual property rights displayed or embedded in such information or this website for any purpose. No person shall create or establish a hyper link to this website without the written permission of the Company. .

KOHLE, KC Kohle Capital 及柯尔凯思是公司及其集团的商业名称。无论目的为何，在任何情况之下使用本网站或提供的资讯，均不被视为授予许可或权利使用本网站显示或内含的任何资讯及知识产权。在未经本公司之书面同意，任何人士不得建立超连结到本网站。