

VIRTUAL PRIVATE SERVER (VPS) SERVICE

『虛擬伺服器服務』

By signing on the Blackwell Global VPS Service terms and conditions, the Client hereby acknowledge and agree that he/she is entering into a legally binding contract and have granted approval of any foregoing texts and/or to subscribe his/her account at Blackwell Global to the VPS Hosting Services ("VPS Service"), developed by a third party system developer, subjected to the following terms and conditions:

在簽署本『虛擬伺服器服務條款及細則』後,即表示客戶謹此確認並同意受此協議約束,且授權允許任何上述文字及/或為其 Blackwell Global 帳戶申請虛擬專用伺服器服務(以下簡稱『虛擬伺服器服務』),此虛擬專用伺服器服務由第三方系統開發商開發,並受以下條款及條件約束:

TERMS AND CONDITIONS / 條款及細則

General / 一般條款

- 1 The VPS Service outlined will only be offered for trading accounts that are opened with Blackwell Global.
此虛擬伺服器服務僅提供予於 Blackwell Global 開立的交易帳戶。
- 2 The 'Terms and Conditions' are non-negotiable and supersedes any other agreements, arrangements, express or implied statements made to the Client by the Firm in relation to VPS service.
此『條款及細則』不容商議,並取代公司提供予客戶的任何其他有關虛擬伺服器服務協議、安排以及明示或暗示之陳述。
- 3 Blackwell Global reserves the right to alter, amend or terminate this contract, or any aspect of it, at any time and without prior notice, especially if Blackwell Global deems that such an amendment is necessary given an announcement made by a regulatory authority of a competent jurisdiction.
Blackwell Global 保留隨時更改、修訂或終止此協議,或其中任何方面的權利,且不另行通知,尤其當具有司法管轄權的監管機構發出修改通知後, Blackwell Global 認為此修改必須實行。
- 4 Any dispute or situation not covered by these contract Terms will be resolved by our management in a manner it deems to be the fairest to all concerned. That decision shall be final and/or binding on all entrants. No correspondence will be entered into.
任何此協議條款未涉及之糾紛或情況將由公司管理層以其認為對有關各方最為公正之方式解決。該決定為最終決定和/或對所有涉及各方具有約束力,其他人士不得異議。

- 5 You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the VPS service. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.
您謹此同意使用電子通訊方式簽訂合約、下單、記錄,以及透過電子通訊發出的新聞、政策以及透過虛擬伺服器服務開始或完成的交易。同時,在適用的強制法允許範圍內,您謹此放棄任何司法管轄區規定要求正本(非電子版)簽名或交付或保留非電子記錄所適用的任何法律及法規的權利或要求。
- 6 If these Offer Terms are translated into a language other than English, then the English version of the Terms shall prevail where there are any inconsistency.
此條款及細則可能翻譯成英語以外的其他語言,如與英文原文有任何歧異,概以英文原文為準。

About the VPS Service / 關於虛擬伺服器服務

- 1 A VPS uses an external server which works on reduced network latency and minimal hardware problems to ensure smooth trading connectivity. By using this Service, the Client understands and agrees that the execution of CFDs and other Forex related products is acted upon the instructions given.
虛擬伺服器使用外部伺服器,能有效減少網路延遲,並且將硬體故障的可能性降到最低,從而確保交易連接的順暢。使用此服務,客戶瞭解且同意差價合約及其他外匯相關產品按指示執行交易。
- 2 Blackwell Global offers the following*: Blackwell Global 虛擬伺服器規格如下*:

Blackwell Global VPS Service Specifications Blackwell Global 虛擬伺服器規格	
SSD capacity / 固態硬碟容量	5 GB
CPU / 中央處理器	384 - 3400 Mhz
RAM / 記憶體	256 - 1024 MB
Bandwidth / 頻寬	Unlimited / 不限
OS / 作業系統	Windows Server 2003

* The above specification is subject to change. 上述規格可能有所變動。

- 3 Blackwell Global shall not be held responsible for any trading or other loss that the Client may incur from using the VPS Service as the Client recognizes that the VPS Service is a third-party system that Blackwell Global has acquired. Hence, Blackwell Global cannot guarantee that the VPS service is free from any error or malfunction.
Blackwell Global 不對客戶因使用虛擬伺服器服務執行的任何交易或其他損失承擔責任,客戶知悉此虛擬伺服器為 Blackwell Global 自第三方取得的系統。因此,Blackwell Global 無法保證虛擬伺服器服務不發生任何錯誤或故障。

Cost and Fee Charged / 成本及費用

- 1 The Client will get VPS service for free, if the following minimum criteria are met, collectively:
若客戶達到以下三項標準,將可免費獲得虛擬伺服器服務:
- have a minimum starting or existing balance of USD 1,000 or equivalent; and
帳戶最低初始存款或現有帳上餘額\$1,000 美元或等值;及
 - maintain a balance of USD 1,000 or equivalent on each calendar month end; and
每個曆月底帳戶維持 \$1,000 美元 或等值的餘額;及
 - trade a minimum of 5 closed transactions per calendar month.
每個曆月至少交易平倉5次。

- 2 Blackwell Global will assess the Client's trading account against the minimum criteria outlined in section 3.1 on the first working day of each calendar month.
Blackwell Global 將在每個曆月的第一個工作日評估客戶交易帳戶，審核是否達到第3.1條款中所述的最低標準。
- 3 The Client's VPS service shall be suspended if the Client upon assessment did not fulfill the minimum criteria set out in 3.1. Thereafter, a grace period of five (5) business days shall be given for the Client to make a further deposit of USD 1,000 to continue benefiting from the VPS service. The said VPS service shall be terminated without any prior notice after the grace period stated has elapsed.
經評估後，若客戶未達到第3.1條款中的最低標準，客戶的虛擬伺服器服務應終止。此後，客戶應在寬限期(5)個工作日內另外存款 \$1,000美元，以繼續享有虛擬伺服器服務。規定寬限期過後，上述虛擬伺服器服務將終止，且不另行通知。

Prohibited uses of Services / 虛擬伺服器服務禁止使用範圍

- 1 General 一般範圍
 - (i) Promoting or hosting pornography and pornographic related services and related materials are prohibited under this service.
本服務禁止宣傳或製造淫穢內容及相關淫穢服務及相關資料。
 - (ii) Hosting of pirated software, "hacker" programs, anonymous/ public proxies, proxy services, P2P file sharing, Torrent sharing/ seeding, game rooms, IRC Bots, IRC and any kind of illegal software or shareware.
製造盜版軟體、『駭客』程式、匿名/公開代理伺服器、代理伺服器服務、P2P 檔案分享、種子共用/直播、遊戲室、線上聊天程式、線上聊天以及任何非法軟體或共用軟體。
 - (iii) Hosting sites that offer online gambling, casino functionality, sports book betting (including offshore), and internet lotteries.
建立並提供線上博奕、博奕功能、體育博奕投注(包括境外)以及線上彩票網站。
 - (iv) Use of hosting in any manner that is illegal or libelous .
以任何非法或誹謗方式使用。
 - (v) Transmission of any material that threatens or encourages harm or destruction to property or people.
傳播任何危及或鼓勵損害或破壞財產或人身的資料。
 - (vi) Unauthorized probing, scanning and testing the vulnerability on any system.
未經授權探測、掃描及測試任何系統的漏洞。
 - (vii) Unauthorized monitoring of data or traffic on any system.
未經授權監控任何系統的資料或流量。
 - (viii) Violations of the rights of any person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer.
違反任何受版權、商業機密、專利或其他智慧財產權或類似法律或法規保護的人士的權利，包括但不限於，在未經客戶適當授權的情況下，即進行安裝或散佈『盜版』軟體或其他軟體產品。
 - (ix) Actions that restrict or inhibit any Person, whether using the service or otherwise, in its use or enjoyment of the service.
限制或阻礙任何人使用該服務或利用或享有服務的行為。

2

System and network 系統及網路

(i) Introduction of malicious programs into the network or server (e.g., viruses and worms).
引入惡意程式至網路或伺服器(例如,病毒及蠕蟲病毒)。

(ii) Effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which the VPS Holder is not an intended recipient or logging into a server or account that he/she is not expressly authorized to access. For purposes of this paragraph, "disruption" includes, but is not limited to, port scans, flood pings, packet spoofing and forged routing information.

引起安全漏洞或破壞網際網路的通訊。安全漏洞包括但不限於,訪問資料的虛擬伺服器持有人並非目標接收方或未經明確授權訪問或登錄伺服器或帳戶。本段中所指「破壞」包括但不限於,通訊埠掃描、洪水攻擊、資料包欺騙及偽造路徑選擇資訊。

(iii) Executing any form of network monitoring which will intercept data not intended for the server.
執行任何形式的網路監控,攔截發送至伺服器數據。

(iv) Circumventing user authentication or security of any host, network or account.
規避任何主機、網路或帳戶的用戶身份或安全驗證。

(v) Interfering with or denying service to any user other than the VPS Holder's host.
妨礙或拒絕為虛擬伺服器持有者主機以外的其他任何用戶提供服務。

(vi) Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable, a user's terminal session, via any means, locally or via the Internet.
透過本地間任何方式或網際網路,使用任何程式/腳本/命令,或發送任何類型的訊息,干擾或中斷用戶的終端服務。

(vii) Creating an "active" full time connection on a provided account by using artificial means involving software, programming or any other method.
使用人為手段包括軟體、程式或其他方式,為所提供帳戶建立全天候連結,維持「活躍」狀態。

(viii) Any attempt to circumvent or alter monitoring, bandwidth tracking or utilization reporting, or other actions, including but not limited to altering, removing or in any way modifying or tampering with company created log files.

任何試圖規避或更改監控、頻寬追蹤或使用報告或其他行為,包括但不限於更改、刪除或以其他任何方式修改或篡改公司建立的日誌檔。

(ix) Any action determined in the Firm's judgment will reflect poorly on Liquid Markets or its partners or negatively impact its operations.
公司判斷可能對市場流通量或其合作夥伴不佳或負面影響公司運作的行為。

3

Mail 電子郵件

(i) Sending unsolicited commercial emails.
發送未經收信人許可的商業電子郵件。

(ii) Hosting or promoting of service or software that assists in the distribution of unsolicited commercial emails ('UCE').
提供或宣傳有助於散佈未經收信人許可的商業電子郵件的服務或軟體(以下簡稱「未經收信人許可的商業電子郵件」)。

(iii) Sending UCE referencing an email address for any domain hosted by the Company;
引用公司持有的任何域名中的一個電子郵件地址發送未經收信人許可的商業電子郵件;

(iv) Sending UCE referencing a domain hosted by the Company;
引用公司持有的域名發送未經收信人許可的商業電子郵件;

(v) Sending UCE referencing an IP address hosted by the Company;
引用公司持有的IP地址發送未經收信人許可的商業電子郵件;

(vi) Posting advertisements on IRC, or any other public chat system containing an email address hosted by the company, a domain hosted by the Company, an IP address belonging to the Company;
在IRC聊天室、ICQ或其他任何公眾聊天系統發佈包含公司持有的電子郵件地址、公司持有的域名、公司所屬IP地址的廣告。

(vii) Blackwell Global will be the sole arbiter as to what constitutes a violation of these provisions.

無論以何種方式違反上述規定，Blackwell Global 將是唯一仲裁者。

(viii) Harassment, whether through language, frequency or size of messages.

無論是透過語言、郵件發送頻率或郵件大小進行騷擾。

(ix) Unauthorized use, or forging, of mail header information.

未經授權擅自使用或編造郵件標題資訊。

(x) Use of unsolicited email or advertise, any service hosted by the Company, or connected via the Company's network.

透過使用未經收信人許可的商業電子郵件或宣傳任何公司提供或透過公司網路連結的服務。

(xi) Activities deemed to be unsolicited marketing efforts or otherwise harassing in any way.

被視為未經請求的市場行銷行為或任何形式的騷擾行為。

Violation and Termination / 違反及終止合約

- 1 The Client can at any time terminate or unsubscribe from the VPS service by sending an email stating their intention, name and MT4 number to cs@blackwellglobal.com. Blackwell Global will only accept such request if it is originating from the Client's registered email with Blackwell Global and that the information provided are true and accurate.
客戶可隨時寄透過電子郵件終止或取消訂閱虛擬伺服器服務，郵件須註明原因、姓名及 MT4 平臺號碼，並將申請寄送至 cs@blackwellglobal.com。Blackwell Global 僅受理客戶於Blackwell Global 註冊時提供的信箱所發出的申請，以確保資訊的真實性及準確性。
- 2 The Client's VPS service shall be terminated without any prior notice, if the grace period stated in section 3.4 has elapsed.
若客戶未在第3.4條款中規定的寬限期內續存，客戶的虛擬伺服器服務將被終止，且不另行通知。
- 3 If Blackwell Global suspects the Client has abused or attempted to abuse the VPS Service, Blackwell Global reserves the right to deny or withdraw the Client from his/her eligibility of participating in the VPS Service.
若Blackwell Global認為客戶涉嫌濫用或企圖濫用虛擬伺服器服務，Blackwell Global 保留拒絕或撤銷其使用虛擬伺服器服務的權利。
- 4 Blackwell Global has the right to exclude the client from the VPS service, if the Client is assessed to have the intention of immediately withdrawing the deposited funds in order to benefit from this promotion.
若客戶被認定在存款後立即取款，蓄意利用此促銷活動以從中獲益，Blackwell Global 有權拒絕客戶使用虛擬伺服器服務。
- 5 Violation in any of the above Terms and Conditions will result in account termination; Blackwell Global reserves the right to remove any account without prior notice. Serious infractions to these Terms and Conditions may also result in legal action, service charges or a combination thereof.
違反上述任何條款及細則將導致帳戶關閉；Blackwell Global 保留關閉任何帳戶的權利，且不另行通知。嚴重違反此條款及細則可能導致法律訴訟、服務費收取或兩者並罰。
- 6 The Client understands and accepts that Blackwell Global reserves the right to suspend or terminate the Service, at any time and for any reason, at the sole discretion of the Firm, without prior written notice.
客戶瞭解並接受 Blackwell Global 保留可全權決定以任何理由隨時暫停或終止服務的權利，而毋須事先書面通知。
- 7 Once the MT4 VPS service is terminated, the VPS is deleted without any backup, so the client is solely responsible for taking any data backups prior to termination.
一旦 MT4 虛擬伺服器服務終止，虛擬伺服器資料將被刪除，不保留任何備份，因此客戶須在服務終止前自行負責備份資料。

Risk notice / 風險告知

- 1 The Client acknowledges that Forex and CFDs are leveraged products and involves a high level of risk. It is possible to lose all your capital. These products may not be suitable for everyone and you should ensure that you understand the risks involved. Seek independent advice if necessary.
客戶確認外匯及差價合約均屬槓桿交易產品，且涉及高風險。您可能因此損失原始帳戶的本金。槓桿交易產品可能不適合所有投資者，因此，您應確保您瞭解產品所涉及的風險。如有需要，請徵求專業人士的獨立意見。
- 2 The Client understands and agrees that any material downloaded or otherwise obtained by or through the services is done at the Client's own discretion and risk and that the Client will be solely responsible for any damages to his/her own computer systems or loss of data that results from the download of such material.
客戶瞭解並同意，客戶自行決定透過或因使用服務下載或獲取的任何資料，且自行承擔風險。客戶將自行承擔因下載該等資料，導致其電腦系統損壞或資料損失的責任。
- 3 Blackwell Global shall not be held responsible for any trading or loss that the Client may incur from using the VPS Service as the Service is a third-party system that Blackwell Global has acquired. Hence, Blackwell Global cannot guarantee that the VPS service is free from any error or malfunction.
由於服務為 Blackwell Global 自第三方取得的系統，Blackwell Global 將不對客戶因使用虛擬伺服器服務執行的交易或其他引發的損失承擔責任。Blackwell Global 無法保證虛擬伺服器服務不發生任何錯誤或故障。
- 4 The Client expressly understands and agrees that Blackwell Global disclaims any and all responsibility or liability for the legality, reliability, operability or availability of the services. Blackwell Global disclaims any responsibility or liability for any harm resulting from downloading or accessing any information or material through the services, including, without limitation, for harm caused by viruses or similar contamination or destructive features.
客戶明確瞭解並同意，Blackwell Global 拒絕對任何及所有服務的合法性、可靠性、可操作性或可用性承擔任何責任或義務。Blackwell Global 拒絕對任何透過服務下載或獲取的任何資訊或資料而引起的損害承擔任何責任或義務，包括但不限於因病毒或類似病毒或破壞性功能引起的損害。

SIGNED BY THE TRADING CLIENT / 交易客戶簽署**Signature / 簽署**

Name / 姓名正楷**MT4 Number / MT4 賬號****Date (dd/mm/yyyy) / 日期(日/月/年)**