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# WEBSITE TERMS AND CONDITIONS

## 网站条款和条件

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[www.ausglobaluk.com](http://www.ausglobaluk.com)



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## 1. INTRODUCTION

### 介绍

- 1.1. All access to and/or usage of this website is subjected to and governed by this website Terms and Conditions (“Terms and Conditions”). The information on this website is not directed at:

本网站的所有访问和/或使用均受本网站条款和条件(“条款和条件”)的约束和管理。本网站上的信息不针对:

- A. the nationalities set forth in the pop-up compliance disclosure and the website footer.

弹出式合规披露和网站页脚中列出的国籍;

- B. any person in any country or jurisdiction whereby such distribution or use would be contrary to local statutes or regulations.

在任何国家或司法管辖区, 此类分发或使用将违反当地法规或法规的任何人。

- 1.2. You should read these Terms and Conditions thoroughly. If you do not agree to be bound by these Terms and Conditions, you shall not access and continue to use the website.

您应仔细阅读本条款和条件。如果您不同意受本条款和条件的约束, 您不得访问和继续使用本网站。

- 1.3. By using our website, you acknowledge that you have read, fully understood, and accepted the following:

通过使用我们的网站, 您承认您已阅读,完全理解并接受以下内容:

- A. these Terms and Conditions.

本条款和条件;

- B. the Privacy Policy available on AUS GLOBAL's  
AUS GLOBAL 网站上提供的隐私政策。

- 1.4. We use cookies on our website to customize the information and experience displayed on our website according to your preferences. By accessing the website, you acknowledge that you have agreed to our use of cookies.

我们在我们的网站上使用 cookies 来根据您的喜好定制我们网站上显示的信息和体验。通过访问本网站, 您承认您已同意我们使用 cookies。

## 2. USER'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES

### 用户的责任、声明和保证

- 2.1. As a user of the website (hereinafter referred to as "User" or "you"), you herein acknowledge, understand, and agree that:

作为本网站的用户（以下简称“用户”或“您”），您在此承认、理解并同意：

- A. You are an individual of sound mind, full age, and legal competence.  
您是一个心智健全、成年并具有法律能力的个人；
- B. You have the full power and lawful authority to observe and perform the responsibilities mentioned in these Terms and Conditions.  
您有充分的权力和合法的权力来遵守和履行本条款和条件中提到的责任；
- C. You are not accepting the Terms and Conditions under duress, or otherwise persuaded or forced to accept these Terms and Conditions.  
您未在胁迫或以其他方式说服或被迫接受本条款和条件的情况下接受本条款和条件；
- D. You have read, understood, and undertake to comply with these Terms and Conditions, and the documents mentioned in Clause 1.3.  
您已阅读、理解并承诺遵守本条款和条件以及第 1.3 条中提及的文件。

- 2.2. Further, you represent and warrant to AUS GLOBAL not to perform any of the following acts in relation to the website:

此外，您向 AUS GLOBAL 声明并保证不会对本网站进行以下任何行为：

- A. upload, post, transmit, and/or otherwise make available any content that shall be deemed as unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable.  
上传、发布、传输和/或以其他方式提供任何应被视为非法、有害、威胁、辱骂、骚扰、侵权、诽谤、粗俗、淫秽、诽谤或侵犯他人隐私或仇恨的内容，以及/或在种族、民族或其他方面令人反感的；
- B. forge captions, headings or titles or offer any content that you personally have no right pursuant to any law nor have any contractual or fiduciary relationship with.

伪造标题,题目或头衔, 或提供您个人根据任何法律或任何合同或信托关系您个人无权提供的任何内容;

- C. upload, post, transmit, or offer any such content that may infringe any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party.

上传,发布,传输或提供可能侵犯任何其他方的任何专利,版权,商标或任何其他专有或知识产权的任何此类内容;

- D. upload, post, transmit, or offer any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship.

上传,发布,传输或提供根据任何法律或任何合同或信托关系您个人无权提供的任何内容;

- E. upload, post, transmit, or offer any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose.

上传,发布,传输或提供任何未经请求或未经授权的广告,促销传单,“垃圾邮件”,或任何其他形式的招揽, 但可能为此目的指定的任何此类区域除外;

- F. upload, post, transmit, or offer any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment.

上传,发布,传输或提供任何可能包含软件病毒或其他计算机代码,旨在干扰,破坏和/或限制任何计算机软件,硬件或电信操作的文件和/或程序的源设备;

- G. disrupt the normal flow of communication, or act in any manner that would negatively affect other users' ability.

扰乱正常的通信流程, 或以任何会对其他用户的能力产生负面影响的方式行事;

- H. interfere with or disrupt any of AUS GLOBAL's services, servers and/or networks that may be connected to or related to our website, including, but not limited to, the use of any device software and/ or routine to bypass the robot exclusion headers.

干扰或破坏可能与我们的网站连接或相关的任何 AUS GLOBAL 服务,服务器和/或网络, 包括但不限于使用任何设备软件和/或例程绕过机器人排除标头;

- I. intentionally or unintentionally violate any local, state, federal, national, or international laws, any rules or regulations of any nation or other securities exchange.

有意或无意地违反任何地方,州,联邦,国家或国际法律,任何国家或其他证券交易所的任何规则或条例;

- J. stalk or harass another individual.

跟踪或骚扰他人；

- K. collect or store any personal data in relation to any other user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

收集或存储与任何其他用户有关上述段落中规定的禁止行为和/或活动有关的任何个人数据；

- L. replicate, duplicate, copy, trade, sell and/or exploit for any commercial reason any part of, and/or use of, and/or access granted to the website.

出于任何商业原因仿造,复制,抄袭,交易,出售和/或利用网站的任何部分,和/或使用和/或授予网站的访问权限；

- M. establishing a link in such a way so as to suggest any form of association, approval, or endorsement on our part where none of such connection exists.

不存在此类联系的情况下，以暗示我们的任何形式的关联,批准或认可的方式建立链接；

- N. use our domain name or any part of it for any use which is not authorized by AUS GLOBAL.

将我们的域名或其任何部分用于未经 AUS GLOBAL 授权的任何用途；

- O. misuse our website by knowingly introducing viruses, trojans, worms, logic bombs and/or other materials that are malicious or technically harmful.

通过故意引入病毒,木马,蠕虫,逻辑炸弹和/或其他恶意或技术有害的材料来滥用我们的网站；

- P. decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the website.

反编译,逆向工程,反汇编,出租,租赁,出借,出售,再许可或从网站创建衍生作品；

- Q. use any network monitoring or discovery software to determine the website architecture, or extract information about usage, individual identities, or users.

使用任何网络监控或发现软件来确定网站架构，或提取有关使用情况,个人身份或用户的信息。

### 3. AUS GLOBAL's RIGHTS AND RESPONSIBILITIES

#### AUS GLOBAL 的权利和责任

##### 3.1. AUS GLOBAL reserves the rights to:

AUS GLOBAL 保留以下权利：

- A. suspend, modify, amend and or cancel any access to the website.

暂停，修改，修订和/或取消对网站的任何访问；



- B. remove and/or delete any such content that would violate the Terms and Conditions, or which would otherwise be considered offensive to other visitors and/or users.

移除和/或删除任何此类违反条款和条件或被视为冒犯其他访问者和/或用户的内容;

- C. access, preserve and/or disclose member account information if it is requested to do so under any applicable regulations or in good faith:

如果根据任何适用法规或出于诚信要求访问,保存和/或披露会员帐户信息:

- i. to comply with any law, regulatory authority, or court orders.  
遵守任何监管机构或法院命令;
- ii. to enforce the Terms and Conditions.  
执行条款和条件;
- iii. to respond to any claim that the website contained content which is in violation of the rights of any third party.  
回应任何声称本网站包含侵犯任何第三方权利的内容的主张;
- iv. to respond to requests from customer service.  
响应客户服务的请求;
- v. to protect the rights, property, or the personal safety of AUS GLOBAL, its visitors and users, including the general public.  
保护 AUS GLOBAL 及其访客和用户 (包括公众) 的权利,财产或人身安全;

- D. include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to the usage guidelines and regulations established by AUS GLOBAL or any other content providers supplying content services to AUS GLOBAL.

包括使用可能允许保护数字信息或材料的安全组件, 并且此类信息和/或材料的使用受 AUS GLOBAL 或向 AUS GLOBAL 提供内容服务的任何其他内容提供商制定的使用指南和法规的约束;

- E. prohibit any unauthorized reproduction, publication, distribution and/or exhibition of any information or materials supplied by our website, despite whether such act was done in whole or in part.

禁止网站提供的任何信息或材料进行任何未经授权的复制,出版,分发和/或展示, 无论此类行为是全部还是部分进行。

- 3.2. The website is provided on an "as is" and/or "as available" basis. AUS GLOBAL does not provide any form of representation or warranty that the website will be secure or free from bugs and/or viruses nor that the website is fit for any purposes.

本网站按“原样”和/或“可用”的基础提供。AUS GLOBAL 不提供任何形式的陈述或保证，即本网站将是安全的或没有错误和/或病毒，也不提供本网站适用于任何目的。

## 4. AMENDMENTS, SUSPENSION AND WITHDRAWAL OF WEBSITE

### 网站的修改、暂停和撤销

- 4.1. You acknowledge that AUS GLOBAL reserves the right to amend or update these Terms and Conditions at any time without prior notice to you. The amendments to the Terms and Conditions shall become effective immediately and shall be legally binding on you upon publishing the Terms and Conditions on AUS GLOBAL's website. Your continued usage of the website, after the posting or publication of any such updates, changes, and/or modifications shall constitute as your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Terms and Conditions should be made by you to ensure that you are aware of all the Terms and Conditions that are currently in effect. In the event you do not agree with the updated, revised, or modified terms, you should stop using the website forthwith.

您承认 AUS GLOBAL 保留随时修改或更新本条款和条件的权利，恕不另行通知。条款和条件的修改应立即生效，并在 AUS GLOBAL 网站上发布条款和条件后对您具有法律约束力。在发布或发表任何此类更新、更改和/或修改后，您继续使用本网站即表示您接受此类更新、更改和/或修改，因此，您应经常查看本条款和条件，以确保您了解当前有效的所有条款和条件。如果您不同意更新、修订或修改的条款，您应立即停止使用本网站。

- 4.2. AUS GLOBAL does not guarantee that the website (including any content and links thereto) will always be available, uninterrupted, or free from viruses or bugs. We may suspend, withdraw and/or restrict the availability of the website or a part of it for business, operational or other reasons without any prior notice to you.

AUS GLOBAL 不保证本网站（包括任何内容及其链接）始终可用、不间断或没有病毒或错误。我们可能出于业务、运营或其他原因暂停、撤销和/或限制本网站或其一部分的可用性，恕不另行通知。

- 4.3. We shall not be liable for any direct or indirect loss or damages due to:

对于因以下原因造成的任何直接或间接损失或损害，我们概不负责：

- A. any faulty or inaccessibility to our website.  
我们网站的任何故障或无法访问；
- B. your use of our website.  
您对我们网站的使用；
- C. your use of any equipment or software in connection with the website.  
您使用与本网站有关的任何设备或软件。

## 5. DISCLAIMERS, EXCLUSION CLAUSES AND RISK WARNINGS

### 免责声明、排除条款和风险警告

- 5.1. Any investment information displayed on the website shall not constitute any investment, tax, legal, regulatory, or financial advice and has no regard to specific investment objectives, financial situations, or the User's particular needs. The User understands and acknowledges that:

本网站显示的任何投资信息均不构成任何投资，税务，法律，监管或财务建议，且不考虑具体的投资目标，财务状况或用户的特定需求。用户理解并承认：

- A. All information published on AUS GLOBAL's website is addressed to the general public solely for information purposes.  
在 AUS GLOBAL 的网站上发布的所有信息仅供公众参考；
- B. A mere explanation of the terms, transactions or their performance characteristics does not amount to any advice on the merits of the investment.  
仅仅解释任何交易的条款或其表现特征并不等同于就投资的优点提供任何建议；
- C. You should obtain professional advice before taking or refraining from taking any action on the basis of the content on our site.  
在根据我们网站上的内容采取或不采取任何行动之前，您应该获得专业建议；
- D. AUS GLOBAL expressly disclaims liability for any errors, virus, interruptions, losses, damages or inaccuracies in the information, products and/or services provided through the website.  
AUS GLOBAL 明确不对通过本网站提供的信息、产品和/或服务中的任何错误、病毒、中断、损失、损害或不准确承担责任。

- 5.2. AUS GLOBAL may, from time to time and as often as it deems appropriate, issue and/or distribute material or third-party material ("Material"), which contains information including but not limited to the conditions of the financial markets,



posted on AUS GLOBAL's website and other media, and or/ received by the User. It should be noted that the Material is used solely for the purposes of marketing communication and does not contain and should not be construed as containing investment advice and/or an investment recommendation for any Transactions. While AUS GLOBAL took all reasonable efforts to ensure the accuracy and completeness of the information, AUS GLOBAL makes no representations and warranties to the Material and shall not be liable for any direct or indirect loss or damages for any inaccuracies and incompleteness of the information provided. The User shall only use the Material for personal use and shall not reproduce, copy, redistribute, or license the Material without AUS GLOBAL's consent.

AUS GLOBAL 可能会不时并在其认为适当的情况下，发布在 AUS GLOBAL 的网站和其他媒体上和/或由用户接收，发布或分发材料或第三方材料（“材料”），其中包含包括但不限于金融市场状况的信息。应注意，该材料仅用于营销传播目的，不包含也不应被解释为包含任何交易的投资建议和/或投资推荐。尽管 AUS GLOBAL 已尽一切合理努力确保信息的准确性和完整性，但 AUS GLOBAL 不对材料作出任何陈述和保证，并且不对所提供信息的任何不准确和不完整造成的任何直接或间接损失或损害负责。用户只能将材料用于个人用途，未经 AUS GLOBAL 同意，不得仿造、复制、重新分发、许可材料。

**5.3.** As AUS GLOBAL or any third parties may provide links to other websites and/or resources, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising and/or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that AUS GLOBAL shall not be responsible or liable, whether directly or indirectly, for any such damage or loss which may be a result of or caused or alleged to be caused by or in connection with the use of or the reliance on any such content made available on or through any such site or resource.

由于 AUS GLOBAL 或任何第三方可能会提供指向其他网站和/或资源的链接，您承认并同意我们不对任何此类外部网站或资源的可用性负责，因此，我们不认可也不对此类第三方网站或资源上或可从此类第三方网站或资源获得的任何内容、产品、广告和/或任何其他材料负责或承担法律责任。此外，您承认并同意 AUS GLOBAL 不对可能由于使用或依赖任何此类网站或

资源上或通过此类网站或资源提供的任何此类内容而造成的任何此类损害或损失承担任何直接或间接责任。

**5.4. Further, you herein expressly acknowledge and agree that:**

此外，您在此明确承认并同意：

- A.** The use of AUS GLOBAL's website is solely at your own risk. Our website and products and/or services shall be provided on an "as is" and/or "as available" basis. AUS GLOBAL and our subsidiaries, affiliates, officers, employees, agents, partners, and licensors expressly disclaim any and/or all warranties of any kind whether expressed or implied, including, but not limited to any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

使用 AUS GLOBAL 网站的风险由您自行承担。我们的网站和产品和/或服务应按“原样”和/或“可用”的基础提供。AUS GLOBAL 和我们的子公司,关联公司,高级职员,员工,代理,合作伙伴和许可方明确否认任何和/或所有类型的明示或暗示保证,包括但不限于 任何关于所有权,适销性,适用性的暗示保证特定目的和不侵权;

- B.** any information or material downloaded or otherwise obtained by or from AUS GLOBAL's website shall be accessed solely on your discretion and risk, and as such you shall be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer and/ or internet access, downloading and/or displaying, or for any loss of data that could result from the download of any such information or material.

从 AUS GLOBAL 网站下载或以其他方式获得的任何信息或材料应完全由您自行决定访问并承担风险,因此您应自行负责并在此放弃任何和所有索赔和诉讼因由对您的计算机和/或互联网访问,下载和/或显示的任何损坏,或因下载任何此类信息或材料而可能导致的任何数据丢失;

- C.** no advice and/or information, despite whether written or oral, that may be obtained by you from AUS GLOBAL or by way of and/or from our services or website shall constitute any warranty or representation.

您从 AUS GLOBAL 或通过和/或从我们的服务或网站获得的建议和/或信息,无论是书面的还是口头的,均不构成任何保证或陈述;

- D.** Not all products and services referred to on this website are provided by us. 并非本网站提及的所有产品和服务均由我们提供;

- E.** live chat and instant messaging conversations are recorded and may be used for compliance or training purposes.

实时聊天和即时消息对话会被记录下来,可用于合规或培训目的;

- F. conversations on live chat and instant messaging are for your general information only and AUS GLOBAL is not soliciting any action based upon it.  
实时聊天和即时消息的对话仅供您参考，AUS GLOBAL 不会根据这些内容邀约任何行动。

## 6. CONFIDENTIALITY

### 保密

- 6.1. AUS GLOBAL may record all communications between you and us in any forms, including but not limited to telephone calls, emails, faxes, online chatting messages, mobile messages, notice letters ("Information") for quality monitoring, training, regulatory and compliance purposes.

AUS GLOBAL 可能会以任何形式记录您与我们之间的所有通信，包括但不限于电话、电子邮件、传真、在线聊天消息、手机消息、通知信（“信息”），用于质量监控、培训、监管和合规目的。

- 6.2. The User and AUS GLOBAL agree and undertake with each other to keep confidential and not disclose to any person, other than that party's professional advisers, directors, officers, or employees, any of the Information provided to it by the other party which in any way relates to this Terms and Conditions and the matters contemplated herein except:

用户与 AUS GLOBAL 相互同意并承诺对其保密，不向除该方的专业顾问、董事、管理人员或雇员以外的任何人披露对方以任何方式提供给其的任何与本条款和条件以及此处设想的事项有关的信息，但以下情况除外：

- A. with the prior written consent of the other party, respectively.  
经另一方事先书面同意；
- B. as may be required by law, any regulatory authority, or any stock exchange.  
根据法律、任何监管机构或任何证券交易所的要求；
- C. as may be required to investigation or prevention of any illegal activity.  
调查或预防任何非法活动需要时；
- D. execution venues or any third party as necessary to carry out trading transactions and for purposes ancillary to the provision of the products and/or services.  
依据执行交易所所需的执行场所或任何第三方需要，以及为提供产品和/或服务的辅助目的；
- E. in accordance with the order of a court of competent jurisdiction.  
根据有管辖权的法院的指令；

F. with the User's consent.  
经用户同意。

6.3. The User agrees not to use any of the information provided by AUS GLOBAL in any way other than to perform any obligations and rights under the Terms and Conditions.

用户同意不以任何方式使用 AUS GLOBAL 提供的任何信息，除非是为了履行本条款和条件下的任何义务和权利。

## 7. AUS GLOBAL'S INTELLECTUAL PROPERTY RIGHTS

### AUS GLOBAL 的知识产权

7.1. You herein acknowledge, understand, and agree that the trademarks, copyright, trade name, service marks, and other AUS GLOBAL's logos and any brand features are and shall remain the sole and exclusive property of AUS GLOBAL and/or its third-party service providers and/or AUS GLOBAL's licensors.

您在此承认、理解并同意，商标、版权、商号、服务标志和其他 AUS GLOBAL 标志和任何品牌特征是并且应当仍然是 AUS GLOBAL 和/或其第三方服务提供商和/或 AUS GLOBAL 的许可方的唯一和专有财产。

7.2. AUS GLOBAL herein has granted you the personal, non-transferable, and non-exclusive rights and/or license to access to our website and you undertake not to:

AUS GLOBAL 在此授予您访问我们网站的个人、不可转让和非专有权利和/或许可，并且您承诺不：

A. copy, reproduce, translate, duplicate, use, enhance, decompile, decode, disassemble, distribute, sell, transmit, lend, pledge, transfer, alter, tamper, amend, modify, reverse engineer, sub-license, make commercial use or commercially exploit the website or its source code.

仿造、复制、翻译、抄袭、使用、增强、反编译、解码、反汇编、分发、出售、传输、出借、质押、转让、更改、篡改、修改、修订、逆向工程、再许可，对网站或其源代码进行商业使用或商业利用；

B. publish, distribute, make available or link to third parties any information derived from the website.

发布、分发、提供或链接到第三方从网站获得的任何信息；

- C. remove or destroy any copyright notices.  
删除或销毁任何版权声明;
- D. upload or transmit computer viruses or other programs to disrupt or destroy the normal operation of the website.  
上传或传播计算机病毒或其他程序, 扰乱或破坏本网站的正常运行;
- E. create or use any domain name, which contains the same words or identically similar words to our domain name.  
创建或使用任何包含与我们的域名相同或完全相同的词的域名;
- F. display and/or use in any manner AUS GLOBAL's logo or marks without obtaining AUS GLOBAL's prior written consent.  
未经 AUS GLOBAL 事先书面同意, 以任何方式展示和/或使用 AUS GLOBAL 的徽标或标记;
- G. use the website in any manner not permitted by these Terms and Conditions.  
以本条款和条件不允许的任何方式使用本网站。

## 8. INDEMNITY

### 赔偿

- 8.1. Save as otherwise expressly provided herein, you agree and undertake with AUS GLOBAL, to indemnify and hold AUS GLOBAL, AUS GLOBAL's associates, related companies, third-party service providers, licensors harmless from and against any damage or loss suffered, incurred or sustained by that AUS GLOBAL, or to which that AUS GLOBAL becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfillment of or failure to perform any covenant or obligation contained in the Terms and Conditions by you.

本条款和条件另有明确规定外, 您同意并承诺向 AUS GLOBAL, AUS GLOBAL 的关联公司, 相关公司, 第三方服务提供商, 许可方赔偿并使其免遭受, 招致或承受因您的任何失实陈述, 违反保证或不履行或未能履行条款和条件中包含的任何承诺或义务而导致, 产生或与之相关的任何损害或损失。

- 8.2. You acknowledge that this responsibility shall include but not limited to any legal and administrative costs and expenses incurred.

您承认该责任应包括但不限于由此产生的任何法律和行政费用和开支。



## 9. GOVERNING LAW AND JURISDICTION

### 治理法律和管辖区

- 9.1. This Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the following jurisdictions, as may be applicable:

本条款和条件在所有方面均应受以下司法管辖区的法律管辖并根据其解释（如适用）：

- A. Republic of Mauritius.  
毛里求斯共和国；
- B. Commonwealth of Australia.  
澳大利亚联邦；

- 9.2. Nothing in this Terms and Conditions shall limit or prohibit AUS GLOBAL's right to initiate legal proceedings against the User in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.

本条款和条件中的任何内容均不限制或禁止 AUS GLOBAL 在具有管辖权的其他法院对客户提起法律诉讼的权利，并且在一个或多个司法管辖区的法律诉讼不应妨碍在任何其他司法管辖区提起法律诉讼。

## 10. MISCELLANEOUS

### 杂项条款

- 10.1. Without prejudice to any other rights or remedies a party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any breach of this Terms and Conditions and the parties shall be entitled to the remedies of injunction, specific performance, and other equitable relief for any threatened or actual breach of this Terms and Conditions.

在不损害一方可能拥有的任何其他权利或补救措施的情况下，每一方承认并同意，对于任何违反本条款和条件的行为，损害赔偿可能不是充分的补救措施，双方应有权对于任何威胁或实际违反本条款和条件的行为获得禁令、特定履行和其他衡平法上的补救措施。

- 10.2. No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power

or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by the party of a breach of any provision of these Terms and Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

任何一方的任何权利,权力或特权的行使或未行使或延迟行使均不得视为放弃其或任何其他权利,权力或特权, 任何单独或部分行使任何权利,权力或特权 不排除任何其他或进一步行使或行使任何其他权利,权力或特权。 一方对违反本条款和条件任何条款的任何弃权不应被视为对任何后续违反本条款和条件相同或任何其他条款的弃权。

- 10.3.** If any provision of this Terms and Conditions or the application thereof to any situation or circumstance shall be rendered invalid or unenforceable, the remainder of this Terms and Conditions shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent and AUS GLOBAL has the option to either remove the invalid or unenforceable provision or to replace the invalid or unenforceable provision with valid and enforceable provision.

如果本条款和条件的任何条款或其对任何情况的适用无效或不可执行, 则本条款和条件的其余部分不受影响, 其余条款应在最大范围内有效和可执行并且 AUS GLOBAL 可以选择删除无效或不可执行的条款, 或将无效或不可执行的条款替换为有效且可执行的条款。

- 10.4.** Unless otherwise provided, the rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any right or remedy otherwise provided by law.

除非另有规定, 本条款和条件规定的权利和救济是累积的, 不排除法律另有规定的任何权利或救济。

- 10.5.** The official language of this Terms and Conditions shall be English. AUS GLOBAL may provide this Terms and Conditions in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Terms and Conditions and any other language version, the English version shall prevail.


本条款和条件的官方语言为英语。AUS GLOBAL 可能会以其他语言提供本条款和条件，仅供参考，如果本条款和条件的英文版本与任何其他语言版本之间存在任何不一致或差异，则以英文版本为准。

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(本页的其余部分故意留空。)

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