

	quotation reaches or exceeds the level of the Stop Order or Limit Order		
8.7	Use of a Stop Order or Limit Order is subject to the following conditions:	8.7	
	(a) when you instruct us to close part but not all of a transaction entered into, both the part which you ask us to close and the part which would remain open cannot be smaller than the minimum size advised by us from time to time;	(a)	
	(b) a Force Majeure Event must not have occurred (please refer to section 13 below);	(b)	13
	(c) when you instruct us to carry out a transaction you must not be in breach of this Agreement;	(c)	
	(d) the telephone or Internet conversation in which you instruct us to open or close the transaction must not be terminated as a result of circumstances beyond our reasonable control before we have confirmed that your instruction has been executed by us;	(d)	
	(e) you must not have exceeded your credit limit, and	(e)	
	(f) you must instruct us on the transaction during the normal trading hours for that investment	(f)	
8.8	You acknowledge that when you place an order with us we will act as principal and that whilst we will, in good faith, execute your order at a level that might have been achieved on the underlying market, it may not always be possible to determine unequivocally what that level may have been.	8.8	
9	Internet	9	
	Please note the following if you want to communicate with us using the Internet:		
9.1	The Internet is an unreliable medium of communication and this unreliability is beyond our control;	9.1	
9.2	Trading on the Internet is not instantaneous and several seconds may elapse between the time when you give your order via the Internet to us and the time when it is received by us, in which time the market may have moved and your order may be implemented at a different value from that when you initiated the order on your PC;	9.2	
9.3	We will not execute an order by you until it has been received by us;	9.3	
9.4	We will not be liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by you as a result of instructions being given or any other communications being made via the Internet and web based platform;	9.4	
9.5	You have sole responsibility for all orders and the accuracy of all information sent via the Internet using your name or account number;	9.5	
9.6	You will bear the risks of any misunderstandings or errors in any communication via the Internet and web based platform;	9.6	
9.7	It is not usually possible to cancel an instruction after it has been given;	9.7	
9.8	The time shown on our electronic logging system and the information contained on our server will be conclusive as to the exact time of receipt of any messages or orders and as to the accuracy of information.	9.8	
10	Data Protection, Disclosure of Information and Record Retention	10	
10.1	We are registered with the Information Commissioners Office and for the purpose of data protection legislation, as amended from time to time, you agree that we and our associates may process personal data relating to you (using computer systems or otherwise) in carrying out our duties under this Agreement.	10.1	
10.2	We have certain responsibilities under English law and the FCA rules to verify the identity of clients and may need to make certain enquiries and obtain certain information from you for that purpose. To do this we may make electronic checks from third party reference agencies; we may also ask you to submit original or appropriately verified copies of documents of which we require sight in order to process your application. As a customer of ours, all information received about you will be retained and held as private and confidential.	10.2	FAC

- 10.3 You confirm that all information you supply will be accurate and you consent to us passing on such information as we consider necessary to comply with any legal or regulatory requirements.
- 10.4 We have associated companies within our group. You agree that we may disclose information about you to any associated company for any purpose. We, and our associates, will hold all the information you provide on computer for administration, marketing and risks assessment purposes. We may also disclose your personal information to third party credit reference agencies in order to search their files. Such credit reference agencies will record the search. In order to provide you with the best possible service we will share your information with all our associated companies. You consent to your personal information being used in this manner. If you do not wish your information to be used for marketing purposes, please inform us.
- 10.5 The information held about you is confidential and will not be used for any purpose except as stated in this Agreement. Information of a confidential nature will be treated as such provided it is not already in the public domain. Information of a confidential nature will only be disclosed outside our group of companies, in the following circumstances:
- (a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over us (or any respective associate);
 - (b) to investigate or prevent fraud or other illegal activity;
 - (c) to any third party in connection with the provision of services to you by us;
 - (d) for purposes ancillary to the provision of services or the administration of your account, including, without limitation, for the purpose of credit enquiries or assessments; or
 - (e) if it is in the public interest to disclose such information; or
 - (f) at your request or with your consent.
- 10.6 You will be consenting to the transmittal of your data outside of the EU/EEA for the purposes outlined in 10.4 above.
- 10.7 We will not be bound to delete any records where requested by you unless required to do so by applicable law or regulation.
- 10.8 Under the Data Protection Act 1998 and in order to facilitate our communications with you and our administration of your affairs, you consent to the recording of relevant personal information on the firm's computer system and when necessary disclosing such information to third parties in carrying out your instructions. We will supply to you at your request, on payment of a fee, a copy of the data relating to you and will provide you with a description of the data and the purposes for which it is processed, and with details of the source of the data and any potential recipients of the data. In the first instance, you should direct any such request to us. You should let us know if you think any information held about you is inaccurate, so that it may be corrected.
- 10.9 In accordance with the legal and regulatory requirements, we will retain your records for a minimum period of six years following the termination of any relationship between you and us. This period may be extended by force of law, regulatory requirement or any agreement between you and us.
- 11 Complaints and Compensation
- 11.1 All complaints should be directed in the first instance to:
Complaints
One Financial Markets
20 Midtown
20 Procter Street
London, WC1V 6NX
United Kingdom
or compliance@ofmarkets.com
- 11.2 We will try to resolve your issue as quickly as possible, but in any event will acknowledge receipt of your written complaint promptly. The acknowledgment will include a full copy of our internal complaints handling procedure. Upon resolution of your complaint, we will send you a final response letter, which sets out the nature of that resolution and any applicable remedy. If, for any reason, you are dissatisfied with the final response, please note that you are entitled to refer your complaint to the Financial Ombudsman Service. Information about how to do this will be provided in the
- 10.3 您确认您所提供的所有信息都是准确的，并且您同意必要时，我们在任何法定或监管要求下，转移这些信息
- 10.4 我们在集团内部有关联公司。您同意我们可以出于任何目的向任何关联公司披露有关您的信息。我们以及我们的合作伙伴将在电脑上保管您提供的所有信息以供管理、营销和风险评估。我们也有可能向第三方征信机构披露您的个人信息以便搜索它们的文件。这些征信机构将会记录搜索。为了向您提供尽可能最好的服务，我们会与我们的所有关联公司分享您的信息。您同意您的个人信息以这种方式被使用。如果您不希望您的信息被用于营销目的，请告知我们
- 10.5 持有的关于您的信息属于保密信息，不会用于除本协议所述之外的任何目的。保密性质的信息在尚未进入公共领域时才会被视为保密信息。保密性质的信息只有在下列情况下才会在我们的公司集团之外披露：
- (a) 法律有要求或者如果对我们（或任何相关的合作伙伴）有控制权或管辖权的任何监管当局或交易所提出请求；
 - (b) 为了调查或预防欺诈或其它违法活动；
 - (c) 向与我们向您提供服务有关的任何第三方披露；
 - (d) 出于辅助提供服务或管理您的账户的目的，包括但不限于出于信用查询或评估的目的；或
 - (e) 如果披露信息有利于公众利益；或
 - (f) 经您请求或同意。
- 10.6 您将会同意出于以上第10.4条中规定的目的将您的数据传输到欧盟/欧洲经济区以外
- 10.7 我们无义务在您提出请求时删除任何记录，除非相关法律法规要求我们这么做
- 10.8 根据英国《1998年数据保护法》，为了便于我们与您沟通以及我们管理您的事务，您同意在本公司的电脑系统上记录相关个人信息并在必要时向执行您的指示的第三方披露。经您请求，我们会在您支付费用后向您提供一份有关您的数据副本并向您提供一份数据描述以及处理这些数据的目的，同时附上数据来源的详情以及数据的潜在接收方。首先，您应将任何此等请求发给我们。如果您认为持有的关于您的任何信息不准确，您应该告知我们以便更正
- 10.9 按照法定和监管要求，我们将在您和我们之间的关系终止后至少六年内保留您的记录。该期限可以通过运用法律、监管要求或者您和我们之间的协议进行延长
- 11 投诉和赔偿
- 11.1 所有投诉应首先发给：
Complaints
One Financial Markets
20 Midtown 20 Procter Street
London, WC1V 6NX
United Kingdom（英国，伦敦）或
compliance@ofmarkets.com
- 11.2 我们努力尽快解决您的问题，但在任何情况下都会及时确认收到您书面投诉。确认函将包括一份我们完整的内部投诉处理程序。您的投诉解决后，我们会向您发送一封最终答复函，列明投诉解决的性质以及任何适用的补救。如果出于任何原因您对最终答复不满意，请注意，您有权将您的投诉提交给英国金融申诉专员。最终答复函中含有关于如何提交的信息

- final response.
- 11.3 We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered and the maximum compensation is £50,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.
- 12 Amendment
- 12.1 We reserve the right to alter the terms of this Agreement on reasonable notice to you. We will only make changes for valid reasons, including, but not limited to: (a) making the Agreement clearer or more favourable to you; (b) reflecting legitimate changes in the cost of providing the service to you; (c) reflecting a change of applicable regulation, law or market practice; (d) reflecting changes to systems, services or changes in technology and products; or (e) if it becomes difficult or impossible for us to perform our obligations under this Agreement.
- 12.2 Any amendment to this Agreement under paragraph 12.1(a) or (c) may take effect immediately or otherwise as we may specify.
- 12.3 Any amendment to this Agreement under paragraph 12.1(b), (d) or (e) may take effect on not less than 30 days notice to you.
- 12.4 If you object to any amendments to this Agreement, you may terminate the Agreement under section 15. You will not be liable to pay us any additional charges for such termination.
- 13 Force Majeure
- 13.1 We may, at our sole discretion and in our reasonable opinion, declare a Force Majeure Event due to any exceptional market conditions, emergency, disaster or uncontrollable event including but not limited to: any major loss of power or connectivity; any declaration, explicit or implicit, of war or conflict; any suspension, cessation or extreme movement in or of any market whether temporary or extended; any suspension or cessation of business of any financial institution whether temporary or extended; any act of violence or terrorism; any immediate anticipation of the above or similar events.
- 13.2 We may, at our sole discretion and in our reasonable opinion having determined a Force Majeure Event has occurred: suspend or vary our terms of trading without notice to you or close any open positions you may hold where we may reasonably believe such closure would be in your best interests.
- 14 Limitation of Liability and Indemnity
- 14.1 Unless caused by our fraud, wilful default or negligence, neither we nor any associated company nor any employee will be liable to you for any loss, liabilities, claims, losses, awards, proceedings and costs suffered or incurred by you in connection with the services we provide to you as set out in this Agreement. In no event shall we be liable for any loss of profit, loss of business or indirect or consequential loss.
- 14.2 Neither we nor any associated company nor any employee will have any liability to you if we do not act on your instructions or are unable to provide any service under this Agreement as a result of some factor that is beyond our reasonable control (for example, act of God, failure of computer or related systems, failure of market systems or failure of any third party to provide any service to which this Agreement relates).
- 14.3 Nothing in this Agreement is intended to have the effect of excluding any liability to you which by law or FCA rules cannot be excluded.
- 14.4 Unless caused by our fraud, negligence or wilful default, you will upon demand indemnify us, our associated companies and their employees against any costs, damages, losses or liabilities however arising by reason of or in connection with any action taken, or any transaction entered into, by us under this Agreement.
- 15 Termination and Notices
- 11.3 我们受金融服务赔偿计划保障。如果我们无法满足我们的债务，您可能有权获得该计划的赔偿。这取决于业务类型以及索赔的具体情况。多数投资业务类型都得到保障，最高赔偿额为50,000英镑。关于赔偿安排的更多信息，可以参考金融服务赔偿计划
- 12 修订
- 12.1 我们保留在合理通知您之后更改本协议条款的权利。我们只出于有效的理由才会作出更改，这些理由包括但不限于：
- 12.2 根据第12.1(a)或(c)项对本协议进行的任何修订可以立即或者按我们规定的其它方式生效
- 12.3 根据第12.1(b)、(d)或(e)项对本协议进行的任何修订可以在我们至少提前30天通知您之后生效
- 12.4 如果您对本协议的任何修订有异议，您可以根据第15节终止协议。您无需为该等终止而向我们支付任何额外费用
- 13 不可抗力
- 13.1 如果有合理的理由，我们可以自行决定宣布由于任何异常市场状况、紧急事件、灾难或不可控制事件而发生了不可抗力事件，包括但不限于：任何重大的停电或断网；宣布战争或冲突，无论是明示还是暗示宣布；任何市场暂停、中断或极端变动，无论是暂时的还是长时间的；任何金融机构的业务暂停或中断，无论是暂时的还是长时间的；任何暴力或恐怖行为；预期即将发生任何上述或类似事件
- 13.2 如果有合理的理由确定发生了不可抗力事件，我们可以自行决定：在不通知您的情况下暂停或变更我们的交易条款，或者如果我们认为合理的是有利于您的最佳利益，结算您可能持有的任何未结头寸
- 14 责任限制和弥偿
- 14.1 除非是由于我们的欺诈、故意不履行或疏忽而造成，否则，我们或任何关联公司或者任何员工均不负责您有关我们按本协议规定向您提供的服务而遭受或招致的任何损失、负债、索赔、亏损、判决、诉讼程序和成本。在任何情况下，我们概不負責任何利润损失、业务损失或者直接或间接的损失
- 14.2 如果由于超出我们合理控制范围的一些因素（例如天灾、电脑或相关系统发生故障、市场系统故障或者第三方未能提供本协议相关的任何服务）造成我们没有执行您的指示或者无法提供本协议下的任何服务，我们或任何关联公司或者任何员工对您不承担任何责任
- 14.3 本协议的任何内容均不意图排除对您负有的责任中依法或按照FCA规则不能被排除的任何责任
- 14.4 除非是由于我们的欺诈、故意不履行或疏忽而造成，否则，经要求后，您将弥偿我们、我们的关联公司及其员工因为或有关我们根据本协议而采取的任何行动或达成的任何交易所造成的任何成本、损害、损失或负债
- 15 终止和通知

- 15.1 You may terminate this Agreement by written notice effective immediately. You must cancel any orders, close any trades and withdraw any money due to you before giving us such notice. If at the time we receive your termination notice there are orders or trades on your account we will cancel the pending orders and close any open trades as soon as possible upon receipt and attempt to return any money due to you. Termination will not affect any legal rights or obligation which may have accrued.
- 15.2 We reserve the right to terminate your account for any reason as may be deemed reasonable by us and at our sole discretion subject to at least ten (10) days written notice; such notice shall be provided by email and to the email address provided by you at the time of opening your account. You hereby acknowledge that any open positions will be closed on termination in accordance with this Agreement.
- 15.3 We reserve the right to terminate this Agreement immediately or set your account to phone trade only in the event we have valid reason to suspect you are abusing our services. Examples of abuse under this clause include the following:
- a breach of the Agreement
 - an unlawful act or breach of law, whether directly or indirectly
 - any act that amounts to insider dealing, market manipulation, market abuse, money laundering, terrorist financing, breach of trade sanctions or similar
 - the use of any trading strategy (including scalping), device, hardware, software, collusion or algorithm the use of which is intended to cause or influence us to execute a trade on terms which we would not otherwise do so
 - opening, accessing, using or controlling more than one account without our prior knowledge and approval
- You acknowledge that once the Agreement has been terminated we may liquidate any outstanding contracts as set out in paragraph 5.5. The balance in your account at termination will be repaid to you no later than five (5) business days after this Agreement terminates
- 15.4 Any notice to be given under this section must be in writing and, unless it is delivered personally, must be given by fax, email or first class pre-paid post (airmail if sent internationally). Any such notice must be addressed in the case of us to our address or email address and in your case to the address or email address last notified by you to us. If you or we want to change the address for communication, each must give to the other not less than seven (7) calendar days' notice in writing of the new details. Notices addressed as provided in this paragraph are deemed to have been properly given when sent (in the case of fax); or when delivered (in the case of personal delivery); or two days after posting (in the case of letters sent in the same country); or five days after posting (in the case of letters sent internationally), provided that notices to us are only effective if posted when actually received by us. In each of the above cases any notice received on a non-business day or after business hours in the place of receipt is deemed to be given on the next following business day in that place.
- 15.5 We reserve the right to refuse to accept an application for an account from you without any requirement on our part to provide a reason for such refusal.
- 16 Governing Law and Miscellaneous Terms
- 16.1 This Agreement is governed in all respects by English law. You agree to submit to the exclusive jurisdiction of the English courts in the case of any dispute or claim which may arise out of or in connection with this Agreement.
- 16.2 This Agreement sets out all of the terms and conditions relating to the provision of our services to you, subject to any subsequent amendments that may be notified. It supersedes any terms of business previously agreed between you and us.
- 16.3 Each contract and any other transaction entered into between us and you under this Agreement constitutes a single agreement between you and us.
- 16.4 You will keep secure at all times any information relating to your account, especially in respect of any passwords and account numbers. You may not hold us responsible for any breach of your account security except where it may be proven to have been a
- 15.1 您可通过书面通知终止本协议并即时生效。在提出终止协议要求前，您需要取消所有挂单、对现有头寸进行平仓并提出取款申请(如帐户内有余额)。当我们收到您的终止通知时，如您的帐户内还有挂单或头寸，我们将立刻取消挂单并进行平仓。同时，我们会尝试将该帐户内的剩余资金办理退款。终止合约将不会影响可能已经产生的任何法定权利或义务
- 15.2 当我们判断为合理理由时，我们保留终止您的帐户的权利，并会提前至少十天作出书面通知；该通知将会通过电子邮件发送到您在开户时提供的电子邮箱地址。您在此确认，任何未平仓头寸将会在终止合约时按照本协议而进行平仓
- 15.3 当我们有合理理由相信您滥用我们所提供的服务时，我们保留即时终止协议的权利，并将您的帐户设置为只能通过电话交易。本条款所指的滥用服务范例如下：
- 违反协议内容
 - 任何直接或间接的违反法律等行为
 - 涉嫌内幕交易、操控市场、滥用市场、洗钱、恐怖分子资金筹集、违反贸易制裁或类似等行为
 - 当利用交易策略(包含拨头皮)、设备、硬件、软件、串通舞弊或运算法则等，试图引起或影响我们在执行交易时偏离条款
 - 任何开立、访问、使用或控制多于一个帐户而未提前通知并取得我们同意等行为 您在此同意当协议终止后，我们可按照条款5.5为任何未平仓的合约进行强制平仓。您的帐户余额将在本协议终止后不超过五个工作日内退还
- 15.4 根据本节给出的任何通知必须采用书面形式，除非是亲自递交，否则必须通过传真、电子邮件或一等邮资预付邮件(如果跨国，采用航空邮件)发送。给我们的任何通知必须发送到我们的地址或电子邮件地址，给您的任何通知必须发送到您最后告知我们的地址或电子邮件地址。如果您或我们想要更改通信地址，各方必须至少提前七(7)个日历天书面通知对方新地址。按本段规定发送的通知，如果是传真，在发送时视为已适当作出；如果是亲自递送，在递送时视为已适当作出；如果是在同一个国家寄出的信函，在邮寄后两天视为已适当作出；如果是国际信函，在邮寄后五天视为已适当作出，前提是给我们的通知，如果是邮寄的，在我们实际收到时才生效。在上述各种情况下，在接收地点的非营业日或营业时段后收到的通知视为在该地点的下一个营业日作出
- 15.5 我们保留拒绝接受您的账户申请的权利，而我们无需就该等拒绝提供理由
- 16 管辖法律和其它条款
- 16.1 本协议在所有方面受英格兰法律管辖。如果出现因为本协议或与之有关的任何争议或索赔，您同意接受英格兰法院的排他性司法管辖
- 16.2 本协议规定了有关向您提供我们的服务的所有条款和条件，但须受可能会通知的任何后续修订规限。本协议取代您和我们之间先前商定的任何业务条款
- 16.3 我们和您之间根据本协议达成的各份合约和任何其它交易构成您和我们之间的单份协议
- 16.4 您将始终妥善保管有关您的账户的任何信息，尤其是任何密码和账号。您不得让我们负责您的账户安全的任何漏洞，除非可以证明我

clear failure on our part. Neither you nor we shall disclose information in respect of your account to any party unless required from time to time by any regulatory, legal or judicial body.

- 16.5 You hereby warrant that you are not in breach of any law, regulation, rule, registration, licence or permit which may be required to be obtained or respected by you. You further warrant that all the information provided by you to us is complete and accurate
- 16.6 All communications with us should be in English. Any communications which are contractually binding shall be those communicated to us in English. We may provide documents translated into other languages from time to time, which shall be for information purposes only.
- 16.7 You hereby consent to:
- us recording any telephone conversations of other communications between you and us;
 - us communicating with you by telephone, letter, fax, text or email as we may deem most appropriate at the time of communication;
 - us contacting you at any time whatsoever and by any of the means listed here;
 - advise us immediately of any change in your contact details or any change in your personal circumstances which we might reasonably consider to affect the services provided to you.

们有 明显的失职。您或我们均不得向任何方披露有关您的账户的信息，除非任何监管、法定或司法机构不时有要求

- 16.5 您在此保证您没有违反您可能需要获得或遵守的任何法律、规定、执照或许可。您进一步保证，您向我们提供的信息完整准确
- 16.6 与我们进行的所有沟通应采用英文。有合约约束力的任何沟通应用英文向我们作出的沟通。我们可能会不时提供翻译成其它语言的文档，这些文件仅供参考
- 16.7 您在此同意：
- 我们可以对您和我们之间的任何电话谈话或其它沟通进行录音；
 - 我们可以通过在沟通时我们可能认为最合适的电话、信函、传真、文本或电子邮件等形式与您沟通；
 - 我们可以随时通过在这里列出的任何方式联系您；
 - 立即告知我们您的联系方式变动或者可能会影响我们向您提供之服务的您的个人情况变动。