

## TERMS AND CONDITIONS

条款与条件



One Financial Markets is the trading name of C B Financial Services Ltd, a company registered in England with company number 6050593. C B Financial Services Ltd is authorised and regulated by the Financial Conduct Authority in the UK (under firm reference number 466201) and the Financial Sector Conduct Authority in South Africa (with FSP number 45784).

One Financial Markets (DIFC) Ltd is a company registered in the Dubai International Financial Centre and regulated by the Dubai Financial Services Authority.

One Financial Markets (Asia) Ltd is an approved introducing agent of One Financial Markets, authorised and regulated by the Hong Kong Securities and Futures Commission (with SFC CE No BFZ621).

## 1 Introduction

- 1.1 One Financial Markets is the trading name of C B Financial Services Ltd (CBFS) (referred to herein as “we”, “us” or “our”). We are authorised and regulated by the Financial Conduct Authority of the UK (the FCA) whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS. Our firm reference number on the FCA register is 466201. We are also licenced by the Financial Sector Conduct Authority of South Africa (the FSCA) with foreign FSP number 45784. Our registered office address is 20 Midtown, 20 Procter Street, London, WC1V 6NX, UK.
- 1.2 This document contains the terms and conditions under which we will provide our services to you. The terms which govern the relationship between you and One Financial Markets include:
- i these Terms and Conditions;
  - ii **the Risk Warning Notice;**
  - iii **the Order Execution Policy;**
  - iv the application form; and
  - v other specific terms and conditions relating to your trading activity as provided on our website;
- collectively “Agreement”.
- 1.3 The Agreement will come into effect on the date we open your account, and, for any new versions thereafter, on the date we notify you.
- 1.4 **Summary of Important Points**
- You should read all the provisions in this Agreement but please pay special attention to the terms highlighted below in bold as they contain important information about your account and our relationship:**
- a **Clauses 1.2, 2.4, 4.3 and 10.2 which refer to other important documents that relate to your account with us under this Agreement**
  - b **Clause 2.11 which explains the risks of entering into transactions with us**
  - c **Clauses 2.17 to 2.20 which sets out our liquidation procedures**
  - d **Clauses 3.1, 3.2 and 3.3 which explains the charges that relate to your account**
  - e **Clauses 5.2 and 5.3 which explains margin calls**
  - f **Clauses 5.5, 5.6, and 15.3 which sets out our rights to void and/or close one or more of your trades in certain circumstances**
  - g **Clause 6.3 which sets out our policy on interest on client money**
  - h **Clauses 11.1, 11.2 and 11.3 which sets out our policy on complaints**

## 1 介绍

- 1.1 One Financial Markets 是 C B Financial Services Ltd (CBFS) (以下简称“我们”或“我们的”)的商号。我们经英国金融市场行为监管局(FCA)(地址: 25 The North Colonnade, Canary Wharf, London E14 5HS)授权并监管, 我们在 FCA 登记参考号为 466201。本公司亦在南非的金融行业行为管理局注册, FSP 编号为 45784。本公司的注册办公地点为 20 Midtown, 20 Procter Street, London, WC1V 6NX, UK (英国, 伦敦)。
- 1.2 本文件含有我们向您提供服务所依据的条款和条件。规限您与 One Financial Markets 之间的关系的条款包括:
- i 本条款与条件;
  - ii **风险警告声明;**
  - iii **定单执行政策;**
  - iv 申请表; 及
  - v 我们的网站上规定的有关您的交易活动的其它具体条款和条件;
- 以上统称为“协议”。
- 1.3 协议将在我们收到您正确填写的申请表和身份文件后生效。
- 1.4 **重点摘要**
- 你应阅读本协议内的所有条款, 但请特别留意下列以粗体显示的条款因为它们涵盖了有关您的帐户和我们之间关系的重要信息:
- a 第 1.2, 2.4, 4.3 和第 10.2 条提及您的帐户在根据本协议下的其他重要文件
  - b 第 2.11 条解释了与我们进行交易的风险
  - c 第 2.17 到 2.20 条关于我们的强制平仓规则
  - d 第 3.1, 3.2 和 3.3 条款解释与您账户相关的费用
  - e 第 5.2 和 5.3 条解释关于追加保证金
  - f 第 5.5, 5.6, 和 15.3 条款, 其中阐述了我们在某些情况下可撤销和/或关闭您的一个或多项交易的权利
  - g 第 6.3 条, 其中列出我们针对客户资金的利息政策
  - h 第 11.1, 11.2 和 11.3 条, 列出我们的投诉政策

## 1.5 Classification

Unless we agree otherwise, we will classify you as a Retail Client for the purpose of the FCA rules. This classification provides you with the highest level of protection available to you under those rules. You have the right to request a different classification but if we agree to this request you will lose the protection of certain FCA rules. In certain circumstances we may wish to re-classify you, but if we do so we will explain clearly the effect this will have on your rights.

- 1.6 We are entering into this Agreement on the basis that your investment objectives are to maximise capital growth. No warranty or undertaking is given by us that your investment objectives will be achieved.

## 2 Our Services

- 2.1 This Agreement sets out the basis on which we will enter into transactions with you and governs each transaction entered into or outstanding between you and us on or after the date that this Agreement comes into effect. We are not providing you with any investment, legal, regulatory or other form of advice. You agree that we are not required to explain any risks that may arise because of a particular transaction and that the execution of any order on your behalf does not in any way imply any approval or recommendation by us of that transaction.
- 2.2 You acknowledge that the product details that apply at the time when you open or close a position will be those displayed on our website(s), which may be updated from time to time.
- 2.3 We will act as principal to all transactions and not agent on your behalf.
- 2.4 **We will take all sufficient steps to provide you with best execution as required by FCA rules. We will execute your orders in accordance with our Order Execution Policy which is available on our website or on request. Our Order Execution Policy will be deemed to be incorporated into this Agreement and you will be deemed to consent to it when you deal with us.**
- 2.5 **We may offer different account types with different features including different margin rates or different trading limits. Depending on your knowledge and experience some of these account types may not be available to you. We reserve the right to convert your account into a different account type if, acting reasonably, we determine that a different type of account is more appropriate for you. We also reserve the right to change the features and eligibility criteria of our accounts at any time and we will provide prior notification of such changes by email.**
- 2.6 We are a market maker and may quote prices at which we are prepared to deal with our clients; such prices may or may not replicate the prices quoted and traded upon by other companies and/or their customers. As a client of ours you hereby accept that the prices quoted by other companies may not be relied upon by you in

## 1.5 归类

除非我们另有同意，否则我们将您分类为 FCA 规则下的零售客户，FCA 向该类型的客户提供最高水平的保护。您有权申请为其它类型，但如果我们同意这一要求，您将会失去某些 FCA 规则保护。在某些情况下，我们可能希望对您重新分类，但在将您重新分类前我们会清楚地解释这对您的权利有何影响。

- 1.6 我们基于您的投资目的是最大化资本增值而签订本协议。我们没有作出关于您的投资目的一定会达成的任何保证或承诺。

## 2 我们的服务

- 2.1 我们可以代表您买卖投资，但未经您事先同意，我们不得任意为之。我们不会向您提供任何性质的投资建议。我们代表您执行交易完全是基于我们不会向您提供有关交易利弊或交易是否适合您等方面的任何建议。您同意，我们无需解释因为特定交易而可能出现的任何风险，代表您执行任何委托单不以任何方式隐含我们对该交易的任何批准或推荐。
- 2.2 在您开仓或平仓时您已确认官站上所公布且适用于您交易产品的相关信息，这些信息可能随时更新。
- 2.3 我们将作为所有交易的主要的交易方行事，而非您的代理人。
- 2.4 我们将采取一切足够的措施为您提供符合 FCA 要求的最佳执行。我们将按照【定单执行政策】执行您的委托单，该政策可以在我们的网站上获取或者向我们索取。我们的定单执行政策将被视为纳入到本协议中，您在与我们交易时会被视为同意该政策。
- 2.5 我们可提供不同的账户类型，包括不同的保证金或不同的交易限额。这取决于你知识和经验，其中一些账户类型可能不适合您。当我们合理的认为不同类型的帐户类型更佳适合您适合您时，我们保留将您的帐户转换成不同的帐户类型的权利。我们同时保留随时更改我们账户的功能和资格标准的权利，这些更改将通过电子邮件提前通知。
- 2.6 我们是做市商，可以按我们准备与客户交易的价格报价；这些价格可能与其它公司及/或它们的客户交易的价格相同或不一样。作为我们的客户，您在此接受其他公司的报价不适用於您在我们公司所开立的交易账户，并且我们保留拒绝报价或拒绝接受任何合约的权

respect of your account with us and that we reserve the right to decline any quote or refuse to be bound to any contract, including those arising from any manipulation of the quoting mechanism or our services generally, notwithstanding our undertaking to provide a clear and fair service to you at all times.

- 2.7 You understand and accept that the bid/offer spreads displayed in any brochures, website or promotional materials are indicative and that our spreads are variable and may fluctuate from time to time. You further understand and accept that there is no limit to how wide spreads may be and that spreads quoted on the closing of a trade may differ to spreads quoted on the opening of that trade.
  - 2.8 We shall not be obliged to quote in a market that is closed or in which we may reasonably decline quoting due to abnormal market conditions and we reserve the right to limit the size of transaction in any quote at our absolute discretion.
  - 2.9 Statements will be emailed to you every day unless your account has no balance. You shall be responsible for checking your statements and shall advise us no later than within three (3) business days of any items which you dispute. We shall, except in the event that the statement is manifestly incorrect, consider that the statement and its contents are conclusive unless and until we have received any notification to the contrary from you within the specified time limitations.
  - 2.10 We shall provide services and facilities to you which will enable you to manage your account. Responsibility for the management of your trading positions will be your own and we may not be held liable for any failure on your part to make appropriate arrangements to conduct your account effectively. In the event that your open positions require the addition of further margin and you do not make appropriate arrangements your positions may be closed in accordance with our Liquidation Procedures as set out in 2.17 to 2.20 below.
  - 2.11 **You understand and accept that the nature of the services provided to you carry a high degree of risk and that your financial liability to us may exceed the amount of any funds deposited in your account at the time you opened any lossmaking trade(s) or any credit or other limit placed on your account.**
  - 2.12 Where we permit you to open more than one trading account, we reserve the right to require you to transfer any available funds in one account as may be required to offset any overdraft in your other account.
  - 2.13 We may deal on your behalf in the following investments:
    - a Contracts for Difference
    - b Rolling Spot Foreign Exchange
    - c Spread Bets
- 利，包括因操纵报价机制或因我们服务而引起，尽管我们承诺随时向您提供清楚公平的服务。
- 2.7 您理解并接受任何在宣传册、网站或促销材料中的点差仅供参考。我们提供的为浮动点差，点差可能不时会出现波动。您进一步理解并接受点差可能会无限扩大，交易结算时的点差可能不同于交易建立时的点差。
  - 2.8 在已休市或异常市场条件下我们可以合理地拒绝提供报价，我们同时保留完全和绝对的酌情权，限制任何报价的交易规模。
  - 2.9 除非您的账户没有余额，否则您将会收到我们每日通过电邮发送对账单。您有责任核对您的对账单并在三（3）个工作日内告知我们您有异议的项目。除非我们在规定的时限内收到了您的异议通知或对账单有明显错误，否则我们将认定对账单及其内容是确凿的。
  - 2.10 我们会向您提供让您可以管理您账户的服务和设施。管理交易头寸是您的责任，我们对您未能作出适当安排以及有效地管理您的账户概不负责。如果您的持仓头寸需要额外保证金而您没有作出适当的安排时，您的头寸将可能按照强制平仓规则进行平仓，强制平仓规则的详请可参考下方的 2.17 到 2.20。
  - 2.11 您理解并接受向您提供的服务性质含有较高的风险，您对我们的财务负债可能会超出在您建立任何亏损交易时存入您账户的任何资金金额或者对您的账户提供的任何信贷或其它限额。
  - 2.12 如果我们允许您开立多个交易账户，我们有权要求您在必要的时候将一个账户中的可用资金转到其它账户以抵销任何透支。
  - 2.13 我们可以代表您交易下列投资：
    - a 差价合约
    - b 即期外汇交易
    - c 点差交易



2.14 We may deal for you in circumstances in which the relevant deal or the underlying instrument of the relevant deal is not regulated by the rules of any stock exchange or investment exchange.

## 2.15 Execution venues

Unless stated to the contrary at the time of trading, we provide products and services to you which are off-exchange transactions ('OTC contracts') and deal with you as set out in paragraph 3.2. We are therefore the sole execution venue and you are not dealing with the underlying exchange.

2.16 For some markets we enter into back to back transactions with a third party. This means our aims are more aligned with yours but we are obliged to notify you that we receive a fee from the third party which is the spread differential between the price we execute with you and the price we execute with them.

## 2.17 Liquidation Procedures

**Positions will be closed automatically (liquidated) when the Equity/Margin (EM) ratio of your account reaches the predetermined liquidation level. Unless otherwise confirmed to you in writing, the liquidation level is 50%. The EM ratio is calculated as follows:**

**Free Equity (Cash Balance + Credit +/- Floating P&L)/Margin\*100**

**Floating loss is  $\geq$  (Balance + Credit) – (Liquidation Level x Margin)**

2.18 **Positions will be liquidated one at a time, with the largest losing position being closed first. If the p/l is the same for each position then the trades will be closed in order of entry date; the position opened first will be closed first. If the closure of a position means your EM ratio goes above the applicable liquidation level no more positions will be closed.**

2.19 **Please note that we cannot guarantee that your position(s) will be closed at the prescribed ratio and your loss may exceed your deposit amount.**

2.20 **Fully hedged positions may also be liquidated in the event the equity of your account is negative. This may occur when spreads widen in periods of volatility and/or low liquidity.**

## 3 Fees and Charges

3.1 **We do not charge commission and there are no brokerage fees; the cost to you is reflected in the 'spread' which is the difference between the buy price and the sell price. This cost is realised each time you open and close a trade. The spread varies between products and is determined by the characteristics of the underlying financial product. For more information about our spreads, please refer to the Market Library section of our website.**

3.2 **In some circumstances, for example where you have been introduced to us by a third party, you may receive slightly wider 'minimum' spreads than**

2.14 在相关交易或相关交易的标的衍生工具不受任何股票交易所或投资交易所的规则监管的情况下，我们可能会为您进行交易。

## 2.15 执行场所

除非在交易时有相反规定，否则，我们向您提供属于场外交易的产品和服务（‘OTC 合约’）并按第 3.2 条规定与您交易。我们是做市商，因此我们是作为您交易执行的唯一渠道，您不是与交易所交易。

2.16 当您与我们在某些市场进行交易时，我们会立刻与第三方执行背对背交易。这意味着我们的目标与您一致，但我们有义务通知您，我们执行您交易的价格和我们在第三方执行价格的差额为我们在第三方收到的费用，

## 2.17 强制平仓规则

当交易账户的保证金比例(EM)跌至预定的强制平仓水平时，您的持仓头寸将会被自动平仓。账户的强制平仓水平为 50%。当您账户的强制平仓水平不是 50% 时，我们将会通知您。保证金比例(EM)计算方式如下：

**账户净值/保证金\*100%=(账户余额+赠金+/-未兑现盈亏)/保证金\*100**

**未兑现盈亏  $\geq$  (账户余额+赠金)-(强制平仓水平 x 保证金)**

2.18 当系统开始强制平仓时，将会按照下列规则逐一自动平仓：亏损最大的头寸将先被平仓，若多个头寸的盈利/亏损一样时，将按照建仓的先后顺序执行；先建仓的头寸将先被平仓。当账户的保证金比例高于强制平仓水平后将不再执行强制平仓。

2.19 请注意，我们不能保证您的持仓头寸将会在预定的水平平仓，因此您的亏损有可能超过您的注资金额。

2.20 当点差因市场波动较大或流通性较低而扩大时，您所持有的对冲交易在您的账户净值变成负值时将会被强制平仓。

## 3 费用和收费

3.1 我们不收取佣金，也没有经纪商费用；你交易的成本是“点差”，即是买价和卖价之间的差额。点差成本将会反映在您每一次平仓后。每个产品的点差都不同，这取决于相关金融产品的特征。更多有关我们的点差 v 的相关信息，请参阅我们网站的交易产品。

3.2 在某些情况下，例如您是透过第三方介绍到我们公司开户时，您的点差可能略高于官网上的最低点差。此

those published on our website which may be repaid in full or in part to the introducer. You will be advised of the spreads that will be applied to your account before entering into any contract under this Agreement.

3.3 In the event you have been introduced to us by a third party we may charge you a commission that is repaid in full to that introducer. Any commission charges applied to your account will be advised to you before entering into any contract under this Agreement. If you are charged commission you will incur a commission payable at the rate as confirmed previously to you when you close a position. This will also be itemised separately on your account statement.

3.4 In addition to our spread and commission, other applicable charges may exist depending on the instrument. Certain types of transactions will, for example, be subject to daily financing fees or corporate actions. We may charge financing fees (otherwise called 'holding fees' or 'swaps') for certain positions held overnight and they may be positive or negative depending on the instrument and direction of your trade. Dividend adjustments are applied to your net position and may also be negative or positive. For more information about these fees please refer to the Market Library section of our website.

3.5 If any part of the total price is to be paid in or represents an amount in a currency which is not the base currency of your trading account, you will be provided with an indication of the currency involved and the applicable currency conversion rates and costs. This will be the current market rates at the time of the trade.

### 3.6 Dormant account fee

**An annual dormant account fee of \$25 (or £20/€20 as applicable) will be deducted from your account in the event there are no open positions and there has been no activity (notwithstanding any payments or receipts or charges, interest or similar items) for a period of 12 months or more. The fee will be removed on an annual basis until either the account is closed by you, you resume trading or the balance of the account is reduced to zero. Once the balance of a dormant account has reduced to zero we will close the account. A dormant account will not go into overdraft as a result of the removal of the fee.**

## 4 Material Interests and Conflicts of Interest

4.1 We, or another company or person associated with us, may from time to time have a material interest concerning an investment in which we deal on your behalf. Our employees or associates are nevertheless required to treat you fairly in relation to such conflicts of interest or material interest. We may act notwithstanding any such interest provided we disclose our interest to you. If you object to us acting for you where we have a material interest or conflict of interest you should notify the Compliance Officer in writing at

加电可能会全数或部分给予代理商或代理人。在您根据本协议进入任何合约前，您将会被告知适用于您账户的最低点差。

3.3 当您是透过第三方介绍到我们公司开户，您可能被收取额外的佣金。此佣金将会全数给予代理商或代理人。在您根据本协议进入任何合约前，我们将会告知您适用于您账户的佣金。如果您被收取佣金，在您平仓时会发生按之前向您确认之费率计算的应付佣金。佣金也将会在账户的对账单上单独列出。

3.4 除了点差和佣金外，不同的产品有其他可能适用的费用。例如某些类型的交易产品将会有每日的财务费用或公司行为。当您持有某些产品的仓位过夜时，我们可能会收取财务费用（可称为“持有费”或“隔夜利息”）。依照您交易的产品和方向，费用可为正数或负数。同时，账户内的股指期货净头寸将会受到股息的影响，股息可为正数或负数。更多关于费用方面的信息请参阅我们网站的交易产品。

3.5 如果总价的任何部分要按不同于您交易账户的基础货币或其它货币支付时，您将会被告知涉及货币以及适用的兑换汇率和成本。这将会是交易时的现行市场汇率。

### 3.6 不活跃帐户费

当您的账户连续 12 个月或以上没有持仓头寸或交易活动(不包含存取款、收费、利息或类似项目等)将会被收取\$25 (或£20/€20)的不活跃账户费。我们将每年收取不活跃账户费直至您要求关闭账户、账户净值为0或您重新开始交易为止。一旦不活跃账户的净值为零后，我们将关闭该帐户。不活跃帐户不会因扣除不活跃帐户费而产生欠款。

## 4 重大利益关系和利益冲突

4.1 我们，或与我们相关的其它公司或个人对我们代表您进行的交易投资可能不时涉及重大利益关系。但是我们的员工或合作伙伴仍必须就相关的重大利益关系和利益冲突公平对待您。不论我们是否向您披露任何利益信息，我们都可采取行动。如果您对我们代表您进行交易时有重大利益关系或利益冲突的异议，您应通过 [compliance@ofmarkets.com](mailto:compliance@ofmarkets.com) 书面告知我们的合

compliance@ofmarkets.com. Unless so notified, we will assume that you do not object to us acting in this way.

- 4.2 You agree that we are not required to make any prior specific disclosure to you if we match your transaction with that of another customer or if we deal as principal for our own account with you.

#### 4.3 Conflicts of Interest Policy

**We have a Conflicts of Interest Policy which details how the firm will handle any conflicts of interest in its dealings with you as a client, details of which are available on our website or by request.**

### 5 Margin Arrangements

- 5.1 In order to open a position you will pay to us such sums by way of margin. The amount of margin required for each instrument is defined in the Market Library pages on our website.
- 5.2 **We reserve the right to vary our margin requirements at any time and without notice to you.**
- 5.3 **We are not under any obligation to keep you informed of your account balance however we will endeavour to we will send you a margin call email when the equity of your account falls below 100% of the margin requirement. Only one email will be sent and you remain responsible at all times for maintaining adequate funds in your account. You should not rely solely on us to monitor your account or advise you of the requirement to deposit funds and we will not be held liable for losses resulting from non-receipt of margin call emails.**
- 5.4 If you:
- a fail to make any payment as and when it becomes due;
  - b fail to perform any obligation due to us (or agents used by us) or where any contracts entered into by you under this Agreement exceed the credit or any other limit placed upon your dealings pursuant to this Agreement;
  - c are otherwise in breach of this Agreement; or
  - d if you die or become insolvent or unable to pay your debts;
- then we may in our absolute discretion exercise all or any of the remedies in paragraph 5.5.
- 5.5 **The remedies exercisable by us in the circumstances specified in paragraph 5.4 are**
- a **at any time and without notice to bring to an end all or any of your contracts on the basis of the then prevailing quotations or prices in the relevant markets or, if none, at such levels as we consider fair and reasonable;**
  - b **to exercise any rights of set-off; and**

规专员。否则，我们将假定您对我们以这种方式代表您进行交易没有异议。

- 4.2 您同意，如果我们将您的交易与其它客户进行撮合交易或我们使用自己的账户作为交易方与您撮合交易时我们不需事先向您作出任何特定的披露。

#### 4.3 利益冲突政策

我们有【利益冲突政策】，该政策详细规定了本公司将如何处理在与作为委托人的您存在的任何利益冲突，详细信息可以在我们的网站上获得，或可向我们索取。

### 5 保证金安排

- 5.1 在建立头寸前，您需要通过保证金的形式向我们付款。我们网站上的交易产品（Market Library）页面上表述了各产品所需的保证金要求。
- 5.2 我们保留随时更改保证金要求的权利，恕不另行通知。
- 5.3 我们没有义务时时通知您关于您的账户余额，但当您的账户保证金比例低于 100%时，系统会自动发送追加保证金的电邮通知；您将只会收到一封追加保证金的通知。您有责任确保您的账户内有足够的保证金而不应只依靠我们的系统监控您的账户或对您存入额外资金的建议。如您应未收到追加保证金邮件而造成任何损失，我们概不负责。
- 5.4 如果您：
- a 未能在到期时支付任何款项；
  - b 未能履行对我们（或我们的代理）的任何义务或者如果您根据本协议达成的任何合约超出了依据本协议对您的交易设置的信贷或任何其它额度；
  - c 以其他方式违反了本协议；或
  - d 如果您死亡或变得资不抵债或无法偿还您的债务；
- 那么，我们可以自行决定行使第 5.5 段中规定的所有补救。
- 5.5 我们在第 5.4 条规定之情形下可以行使的补救包括：
- a 在任何时候不经通知按照相关市场当时通行的报价或价格（如果没有，按照我们认为公平合理的价格）结束您的所有合约；
  - b 行使任何抵销权利；及



- c to charge you interest on any money due, from close of business on the date when monies first fell due until the date of actual payment at a rate not exceeding the rate at which we would be charged for borrowing equivalent funds from our own bank.
- 5.6 We shall not be liable to you in respect of any choice made by us in selecting the investments liquidated. The proceeds of liquidation (net of costs) will be applied in or towards the discharge of your liabilities and we will account to you for any balance. If such proceeds are insufficient to cover the whole of your liabilities, you will remain liable for the balance.

## 6 Your Money

- 6.1 Unless otherwise agreed in writing, your money will be held by us as client money in accordance with FCA rules which, among other things, require us to hold your money in a client bank account, established with statutory trust status. Your funds will therefore be segregated from our own funds in a client bank account in accordance with FCA Client Money rules. Your money will be held with other client money in a pooled account. This means that client money is held as part of a common pool of money, so you do not have a claim against a specific sum in a specific account; your claim is against the client money pool in general.

This means that in the event of an unreconciled shortfall caused by the default of the bank in the money held in the pooled account, you may share proportionately in that shortfall.

- 6.2 In certain circumstances we undertake transactions for you on a matched principal basis. This involves your money being transferred by us to a third party non bank institution in connection with that transaction. In practical terms, for certain markets when you execute a trade with us we immediately execute a back-to-back trade with the third party. The third party is based in the UK and is therefore subject to the same legal and regulatory regime in relation to the treatment of client money. Your money remains fully segregated from our own funds and those of the third party. Only a percentage of your margin will be transferred to the third party and they will hold that money in a segregated client transaction account that may not be combined with any other account.
- 6.3 We will not pay any interest on client money that we may hold for you.

## 7 Instructions

- 7.1 You accept full responsibility for trades placed on your account. We will not be responsible for any loss incurred by you except in cases of fraud, negligence or wilful default on our part or that of our employees. We may not be held responsible for any loss to you due to any fraud, failure or omission carried out by any third party. You may not assign to others any duties, rights,

- c 在资金到期日结束营业时到实际付款期间按不超过从我们的银行借用同等资金要支付的利率对任何到期金额向您收取利息。

- 5.6 对于我们挑选所清算投资而作出的任何选择，我们对此不承担任何责任。清算所得资金（扣除成本）将用于清偿您的负债，并且我们会将任何结余记入您的账户。如果所得资金不足以覆盖您的全部负债，您仍有责任支付债务余额。

## 6 您的资金

- 6.1 除非另有书面同意，否则您的资金将由我们按照 FCA 规则作为委托人资金而持有，FCA 规则要求我们在以法定信托身份建立的委托人银行账户中持有您的资金。因此，您的资金将按照 FCA 委托人资金规则在委托人银行账户中与我们的自有资金分隔开来。您的资金将在一个集中账户中与其它委托人资金一起存放。这意味着委托人资金作为共同资金池的一部分而持有，因此您对某个特定账户中的特定金额没有申索权；您的申索权是针对整个委托资金池。这意味着如果有银行对集中账户中持有的委托人资金违约造成的未调节短缺，您可能要按比例分担资金短缺。

这意味着如果有银行对集中账户中持有的委托人资金违约造成的未调节短缺，您可能要按比例分担资金短缺。

- 6.2 在某些情况下我们会为您以撮合的方式执行交易。这意味着您的资金透过我们转移给与该交易相关的第三方非银行机构。具体来说，当您与我们在某些市场进行交易时，我们会立刻与第三方执行背对背交易。该第三方设在英国，因此在针对客户的资金上须遵守相同法律和监管制度。您的资金与我们的资金和第三方的资金是完全隔离的。您的部分保证金将转移给第三方，您的保证金将被存放在一个隔离的客户交易账户中，且不能与其它账户合并。

- 6.3 对于我们可能持有的客户资金，我们将不会支付任何利息。

## 7 指示

- 7.1 您对您账户内的交易完全负责。对于您操作所带来的任何损失，我们概不负责，除非是我们或我们的员工存在欺诈、大意或故意违约等行为。我们不负责任何由于第三方的欺诈、错误或疏忽给您造成的任何损失。未经我们的书面批准，您不得向他人分配任何对



services, obligations or access to your account with us without our written approval and we may not be held responsible for any failure on your part to comply with this requirement.

- 7.2 We may rely on and treat as binding any instruction which we have accepted in good faith, and which we believe to be from you or someone entitled to instruct us on your behalf.
- 7.3 We may accept instructions from you verbally or in writing as well as over the internet. However, we may, entirely at our discretion, require any instructions given verbally to be confirmed in writing. We may acknowledge your instructions verbally or in writing.
- 7.4 We may in our absolute discretion and without explanation to you refuse to act upon any instruction, particularly if we believe that it may not be practical or may infringe any law, rule, regulation or term of this Agreement or, in the case of instructions received from an agent, if we reasonably believe that such agent may be acting in excess of their authority.
- 7.5 If at any time you are unable for any reason to communicate with us, we shall not be responsible: (a) for any loss, damage or cost caused to you by any act, error, delay or omission resulting from the failure to communicate, where such loss, damage or expense is a result of your inability to enter into a transaction, or (b) for any loss, damage or expense caused to you by any act, error or omission or delay resulting from that inability, including without limitation, where such loss, damage or expense is a result of your inability to close a transaction, except where your inability to instruct us or communicate with us results from our fraud, wilful default or negligence.
- 7.6 You agree that any instruction and communication sent by you or on your behalf is made at your risk and you authorise us to rely and act on, and treat as fully authorised and binding upon you, any instruction (whether or not in writing) which we believe in good faith to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorised by you by virtue of our limited power of attorney form and, unless we have received written notice to the contrary, whether or not the authority of any such agent or intermediary has been terminated.
- 7.7 We reserve the right to refuse to accept any trades placed by you that we judge to be clearly outside the prevailing market price such that they may be deemed non-market price transactions, whether due to manifest human error or stale/incorrect/broken price feeds. Where we have opened or closed a trade before becoming aware of the price disparity, we may at our absolute discretion either treat that trade as void or accept that trade at the prevailing market price and will communicate this to you
- 7.8 We will monitor the total amount of positions that are available to you.

您的账户的职责、权利、服务或义务等权限，我们不负责任您未能遵守这项要求的行为。

- 7.2 我们可以依赖我们认为由您发出的指示或有权代表您向我们作出指示的某人发出的指示并视其为有约束力。
- 7.3 我们可以接受您口头或书面以及通过互联网的指示。但我们拥有完全酌情决定口头指示是否需要以书面形式加以确认。我们可以口头或书面的形式告知您我们收到了您的指示。
- 7.4 我们可以不经解释自行决定拒绝按照任何指示行事，尤其是如果我们认为指示可能不切实际或者可能会违反任何法律、规则、规定或本协议条款，或者是在指示由代理人作出的情况下，如果我们合理地认为该代理人可能超出其权限在作出指示。
- 7.5 如果在任何时候您因为任何原因而无法与我们沟通，我们不负责任：(a) 因为未能沟通而导致的任何作为、延迟或不作为而造成的任何损失、损害或成本，而这种损失、损害或费用是因为您无法达成交易所造成的，或  
(b) 因为无法达成交易所造成的任何作为、错误或不作为导致的任何损失、损害或费用，包括但不限于这些损失、损害或费用是因为您无法完成交易而造成的情况，除非您无法指示我们或与我们沟通是因为我们的欺诈、故意违约或大意。
- 7.6 您同意，任何由您或代表您的指示和通信都是在您承担风险的情况下所作出，您授权我们依赖该指示并采取行动。无论该指示是否以书面的形式发出，我们将视为是经由您授权并具有相关的约束力。我们真诚地相信任何代表您的代理或中介是由您透过委托授权书等表格授权，除非我们收到异议的书面通知并指出该代理或中介的授权已被终止。
- 7.7 如果我们判定您的交易明显有悖于市场价格的合理范围时，交易可能被视为非市场价格交易。无论是由于明显的人为错误或是报价过期/不正确/错误/延迟等情况，我们有权拒绝接受该等交易。如果在我们知晓价格差异前已先建立头寸或结算交易，我们可以自行决定是否将该交易视为无效或按照合理的市场价格接受此交易，我们也将通知您。
- 7.8 我们会监控您可用之头寸的总金额。

7.9 We may at our discretion refuse to accept further orders from you or deem it necessary to impose limits on the overall net positions in your accounts.

## 8 Stop Orders and Limit Orders

8.1 We agree to accept an order from you that requires us to open or close a transaction once either the quote for the investment or an underlying market quote reaches or exceeds a level specified by you (a "Stop Order" or "Limit Order").

8.2 You may also give us a specified or indefinite period for that order to have effect (a "Good Till Cancelled" or "GTC" order).

8.3 If a Stop Order or Limit Order is accepted by us the transaction will automatically be carried out once the relevant market quotation reaches the level of our quote, bearing in mind that in some cases when the market is moving quickly our quote may have exceeded the level of your Stop Order or Limit Order by the time your order is actually executed.

8.4 You may, with our consent, cancel or amend the level of Stop Order or Limit Order at any time before we quote or the market quotation reaches or exceeds the specified level. We will not withhold our consent unreasonably. Once the level has been reached, you will not be entitled to cancel or amend the level of order.

8.5 If you cancel any transaction or part of a transaction where a Stop Order or Limit Order is in place before the level of the Stop Order or Limit Order is reached, you must also ensure the Stop Order or Limit Order is cancelled if you do not want the order to continue to remain valid.

8.6 If you do not cancel the Stop Order or Limit Order we may continue to treat the Stop Order or Limit Order as an instruction to enter into a new transaction for you once our quote or the relevant market 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: (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; (b) a Force Majeure Event must not have occurred (please refer to section 13 below); (c) when you instruct us to carry out a transaction you must not be in breach of this Agreement; (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; (e) you must not have exceeded your credit limit, and (f) you must instruct us on the transaction during the normal trading hours for that investment

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

7.9 我们可以酌情拒绝接受您的进一步的委托单或当我们认为有必要对您的账户中的整个净头寸施加限制。

## 8 止损委托单和限价委托单

8.1 我们同意接受您要求我们一旦投资报价或标的的市场报价达到或超过您指定的水平时建立或结算交易的委托单（“止损委托单”或“限价委托单”）。

8.2 您也可以给我们一个该委托单生效的指定或不定期限（“有效直至取消”委托单）。

8.3 如果我们接受了止损委托单或限价委托单，交易将在相关的市场报价达到我们的报价水平时会自动进行。请记住，当市场快速变动的情况下，在您实际执行您的报价可能会超出您的止损委托单或限价委托单水平。

8.4 经我们同意，您可以在我们报价或市场报价达到或超过指定的价位前随时取消或修改止损委托单或限价委托单的价位。我们不会无理地不作出同意。一旦达到价位，您将无权取消或修改委托单的价位。

8.5 在您所设置的委托单价位到达前，当您取消任何或部分的止损或限价委托单时，如不想该委托单继续有效，请确保将关连的委托单同时取消。

8.6 如果您不取消止损委托单或限价委托单，我们可以继续将止损委托单或限价委托单视为有效，当我们的报价或相关市场报价达到或超过时我们将视为该委托单是新交易的指示。

8.7 止损委托单或限价委托单的使用须满足下列条件：(a) 在您指示我们结算部分而不是全部达成的交易时，您要求我们结算的部分以及保持未结的部分都不能低于我们不时告知的最小规模；(b) 不得发生不可抗力事件（请参考以下第 13 节）；(c) 您指示我们进行交易时，您不得违反本协议；(d) 在我们确认我们执行了您的指示之前，您指示我们建立或结算交易的电话或互联网对话不得因为超出合理控制范围的情形而被终止；(e) 您不得超出您的信贷额度；及 (f) 您必须在相关投资的正常交易时段内向我们发出交易指示。

8.8 您确认了解当您向我们下达委托单时，我们将作为主要的交易方行事。我们将秉持良好的信念在一个符合

have been achieved on the underlying market, it may not always be possible to determine unequivocally what that level may have been.

## 9 Internet

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;
- 9.2 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;
- 9.3 We will not execute an order by you until it has been received by us;
- 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;
- 9.5 You have sole responsibility for all orders and the accuracy of all information sent via the Internet using your name or account number;
- 9.6 You will bear the risks of any misunderstandings or errors in any communication via the Internet and web based platform;
- 9.7 It is not usually possible to cancel an instruction after it has been given;
- 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.

## 10 Privacy

- 10.1 You understand that by applying for and opening an account with us it will be necessary to provide personal and sensitive information (as defined by the data protection legislation (including but not limited to the Data Protection Act 1998 and the General Data Protection Regulation (679/2016) as amended and updated from time to time) and you confirm that all information you supply will be accurate.
- 10.2 **We are registered with the Information Commissioners Office and for the purpose of data protection legislation, you understand and agree that we and our associates may process your personal information in accordance with this Agreement and our Privacy Policy as published on our website(s) and updated from time to time.**

## 11 Complaints and Compensation

- 11.1 **All complaints should be directed in the first instance to:  
Complaints  
One Financial Markets**

市场的基础水平执行您的委托单，但亦可能会有无法判断价格水平的情况。

## 9 互联网

如果要想使用互联网与我们沟通，请注意下列事项：

- 9.1 互联网是一种不可靠的沟通媒介，这种不可靠性在我们的控制范围外；
- 9.2 在互联网上交易不是即时的，在您通过互联网向我们作出委托单和我们收到委托单之间可能需要几秒钟的时间，在这短时间内市场可能发生了变动，执行您的委托单时的价格可能不同于您在电脑上发起委托单时的价格；
- 9.3 我们在收到委托单时才会执行您的委托单；
- 9.4 对于您因为通过互联网和基于网络的平台作出的指示或任何其它沟通而遭受或招致的任何损失、费用、成本或责任（包括从属损失），我们概不负责；
- 9.5 您对于使用您的姓名或账号通过互联网发出的所有委托单以及所有信息的准确性负起完全的责任；
- 9.6 您将承担通过互联网和网络平台作出沟通而造成的任何误解或错误风险；
- 9.7 指示在作出后通常无法取消；
- 9.8 我们的电子记录系统上显示的时间以及在我们的服务器上包含的信息对于任何消息或委托单的准确接收时间以及对于信息的准确性是最终确定的。

## 10 隐私

- 10.1 您理解在您向我们提交和申请账户时您必须提供有关您个人的敏感信息（如数据保护法所定义的（包括但不限于『数据保护法 1998』和『一般数据保护法（679/2016）』且不定期更新）并且确认您提交的信息都是准确的。
- 10.2 我们已在信息委员会办公室注册，并且基于数据保护立法的目的，您理解并同意我们和我们的员工可根据本协议和我们的隐私政策（官网上公布并且不时更新）处理您的个人信息。

## 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  
or [compliance@ofmarkets.com](mailto:compliance@ofmarkets.com)

20 Midtown, 20 Procter Street  
London  
WC1V 6NX  
United Kingdom  
或 [compliance@ofmarkets.com](mailto: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 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 10 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.
- 12.5 Any amendment will supersede any previous agreement between us and will govern any transaction entered into after, or outstanding on, the date the new version comes into effect.

## 13 Force Majeure

- 13.1 We may, at our sole discretion and in our reasonable opinion, declare a Force Majeure Event due to any

- 11.2 我们会尽快解决您的问题，在任何情况下我们都会发送已收到您书面投诉的确认函。确认函内包含一份我们完整的内部投诉处理程序。您的投诉处理后，我们会发送一封最终答复函给您，列明投诉解决的性质以及任何适用的补救方法。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，有关方式也将在最终答复函中列出。
- 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：(a) 使协议更清晰或更有利于您；(b) 反映对您提供的服务的合理更改；(c) 反映适用法规，法律或市场执行上的更改；(d) 反映系统，服务或科技和产品的更改；或 (e) 如果我们难以或不可能履行本协议的义务。
- 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 10 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。
- 12.5 当条款有更改时都将取代原协议，并将在新版本生效后约束您所有的交易。

## 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



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

- 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

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,或者如果我们可以合理地认为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,我们概不负责任何利润损失、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 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,我们保留终止您账户的权利,并可自行决定提供至少十天书面通知;该通知将

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.

会通过电子邮件发送到您在开户时提供的电子邮箱。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，给我们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）个日历天数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 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 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 all communications between you and us including electronic, by telephone, in person or otherwise that we have in relation to this agreement; • 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.
- 16.8 You agree that all recordings will be our sole property and you accept that they will constitute evidence of the communications between us. You further agree that telephone conversations may be recorded without the use of a warning tone or other further notice.
- 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 在本协议下，我们与您的任何合约和其他交易，构成了您和我们之间的单一协议。
- 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，您向我们提供的所有信息完整准确。
- 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是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件，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所有形式的通讯进行记录，例如通过电子、电话、个人或任何与本协议相关信息；•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；•当您的联系方式有变动时，您需要立刻告知我们否则将可能会影响我们所为您提供服务。
- 16.8 您同意并接受所有记录为我们专有的财产，我方拥有所有记录的唯一使用权，这些记录将成为我们双方通讯的依据；您同时同意在没有任何的提示前，我们之间的电话内容可能会被录音。