

RISK NOTICE

We provide services for trading foreign currencies and derivative financial contracts. Trading is on a margin or leverage basis, a type of trading which carries a high degree of risk to your capital. If you do not hold sufficient funds to meet your margin requirements, then we may close your open positions immediately and without notice.

Please read the Risk Warning Notice carefully to understand the risks of trading on a margin or leverage basis. You should not trade in foreign currencies or derivative financial contracts unless you understand and accept the risks of margin trading. Trading in these products may not be suitable for everyone.

风险公告

我们提供外汇交易及衍生金融合同服务。交易是建立在保证金或杠杆的基础上的，是一种对您的资金具有风险的交易。如果您拥有的资金无法满足保证金的要求，那么我们可能会立即关闭您的敞口头寸，而且并不另行通知。请仔细阅读风险提示以了解建立在保证金或杠杆基础上的交易的风险。除非您了解并接受保证金交易的风险，否则您不应该进行外汇交易或衍生金融合同交易。使用这些产品的交易可能并不适合每一个人。

General Terms

A. The scope of the agreement

1. Introduction

1.1 These General Terms are part of the agreement between BDG Cloud Service Limited (“we” or “us”) and its client (“you” or “yourself”) which governs our trading services and all transactions we conduct with you.

一般性条款

A. 这项协议的范围

1. 简介

1.1 这些一般性条款是 BDG Cloud Service Limited 公司（“我们”）和其客户（“您”或“您自己”）的协议的一部分，这项协议对我们的交易服务和与您之间进行的所有交易都具有约束力。

1.2 We are authorised and regulated in the UK by the The Financial Service Providers Register (NFA) with registration number 0518665. For certain types of contract that we offer, we are regulated by other governmental or professional bodies and these arrangements are set out in the relevant Supplemental Terms. Our registered office is located .

At 3 Parkview Railway Side, London, SW13 OPH, United Kingdom

1.2 在英国，我们获得金融服务业授权和受其监管，NFA 注册号是 0518665。对于由我们提供的某些类型的合同，我们是受其他政府或专业团体的监管，这些协议在有关的补充条款中进行了详细地阐述。我们的注册办事处位于

3 Parkview Railway Side, London, SW13 OPH, United Kingdom

1.3 The agreement between us relating to our trading services consists of the following documents: Application Form; General Terms and the Supplemental Terms for the relevant product; and Key Service Features, which provides details of fees and charges and your Customer Support contact information. Together these are referred to as the “Agreement”.

1.3 我们之间的与我们的贸易服务有关的协议包括下列文件：申请表；一般性条款；有关产品的补充条款以及主要服务功能，这提供了费用及收费和客户支持联系信息方面的详细细节。上述这些和在一起被称为“协议”。

1.4 The Agreement will be effective from the specified date or the date on which we acknowledge acceptance of your Application Form.

1.4 该协议将于指定的日期或我们确认收到您的在线申请时开始生效。

1.5 Each Product we offer is subject to its Supplemental Terms. Should there be any conflict between these General Terms and the Supplemental Terms, the Supplemental Terms will prevail.

1.5 我们提供的每个产品受它的补充条款的制约。万一这些一般性条款与补充条款发生冲突的话，以补充条款为准。

1.6 Other materials which explain the basis upon which we trade with you but are not part of the Agreement include: the Website - including the Trading Platform, through which you will trade with us; and our notices and policies - the Risk Warning Notice, our Trade and Order Execution Policy and our Conflicts of Interest Policy (together "Notices and Policies"). These are located in the Annexes to the General Terms.

1.6 其他一些材料对我们与您进行交易的基础进行了解释,但却不属于该项协议,这些材料包括:网站,包括交易平台,通过它您将与我们将交易;我们的通知和政策,风险警告通知,我们的交易和订单执行政策以及我们的利益冲突政策(统称“通知与政策”)。这些位于一般性条款的附录里。

1.7 Please read the Agreement and the Notices and Policies carefully and discuss with us anything which you do not understand. Unless you raise any specific issue or we have agreed in writing that any part of this Agreement is not to apply, we will regard this Agreement as setting out the relevant terms concerning our trading services. Contracts that we enter into with you under this Agreement are legally binding and enforceable. By signing the Application form or by electronically submitting your application on our Website you confirm that you accept the terms of the Agreement. When we open an account for you, you will be bound by the Agreement in your dealings with us.

1.7 请仔细阅读本协议及通知和政策,如有任何不明白的地方您可以与我们进行讨论。除非您提出任何具体的问题或我们在书面协议中约定本协议的一些部分无法应用,否则我们将把此协议视作为对有关我们交易服务的相关条款进行的阐述。我们与您根据本协议签订的合同具有法律约束力和强制性。通过签署申请表或通过电子方式在我们的网站递交您的申请表,您确认了接受本协议的条款。当我们为您开立了一个帐户,您将在您与我们的交易中收到本协议的约束。

1.8 Words and expressions have the meanings set out in the Definitions at clause 19. References to clauses are to clauses in these General Terms unless stated otherwise.

1.8 单词和短语具有第 19 条的定义部分所阐述的含义。条款的参考文献在这些一般性条款中。除非另有说明。

1.9 You may communicate with us in writing (including fax), by email or other electronic means. The language of communication shall be English, and you will

receive documents and other information from us in English.

1.9 您可以通过电子邮件或其他电子方式这样的书面形式（包括传真），与我们进行联系。沟通的语言应为英语，您将收到我们的英文文件和其他信息。

2. General Information

2.1 Our trading service is an on-line service and you specifically consent to the receipt of documents in electronic form via email, Website or other electronic means. Any communication sent to you may in addition be sent in a paper form on your request. We reserve the right to charge for documents in a paper form.

2. 一般信息

2.1 我们的交易服务是一种在线服务，您明确同意通过电子邮件，网站或其他电子手段这样的电子方式收到文件。根据您的请求，我们还可以额外用纸张的方式发送给您任何的信息。我们保留对纸张形式的文件收取费用的权利。

2.2 You confirm that you have regular access to the Internet and consent to us providing you with information about us and our services, our costs and charges and our Notices and Policies by email or by posting such information on the Website.

2.2 您确认定期访问互联网，并同意我们通过电子邮件的方式向您提供关于我们、我们的服务、我们的成本 和费用以及我们的通知和政策的信息或在网站上张贴此类信息。

2.3 We will deal with you as principal and not as agent on your behalf. This means that any Trades are agreed directly between you and us and we will be the counterparty to all of your Trades.

2.3 我们会作为当事人与您进行交易，而不是作为您的代理人代表您去进行交易。这意味着一些交易将在您 和我们之间直接进行，我们将是您所有交易中的合约对方。

2.4 Unless we agree otherwise in writing, you will also deal with us as principal and not as an agent or

representative of another person. You will not permit any person to deal on your behalf unless we agree that such person (the “ Agent”) can act on your behalf. We will be entitled to rely on any instructions given to us by the Agent in relation to your Account. We may require confirmation that the Agent has authority to act on your behalf at any time we reasonably consider appropriate.

2.4 除非我们以书面方式同意，否则您也将作为当事人与我们进行交易，而不是作为另一个人的代理人或代表。您不会允许任何人代表您进行交易，除非我们同意这样的人（以下简称“代理人”）可以代表您行事。我们将有权依赖代理人给予我们的有关您帐户的一些指示。我们可能需要确认代理人有权代表您行事，在任何我们有理由认为适当的时候。

2.5 We shall not give advice to you on the merits of any Trade and shall deal with you on an execution- only basis.

None of our staff are authorised by us or permitted under ASIC Rules to give you investment advice. Accordingly, you should not regard any transaction proposal, suggested trading strategies or other written or oral communications from us as investment recommendations or advice or as expressing our view as to whether a particular transaction is suitable for you or meets your financial objectives. You must rely on your own judgement for any investment decision you make in relation to your Account. If you require investment advice, please contact an independent investment adviser.

2.5 对于交易我们不会给您提供任何建议，仅是基于执行交易指令。我们没有授权我们的员工给您提供投资建议，而且根据投资及监察委员会的规则也不允许这样做。因此，您不应该把我们发出的任何交易提案，建议交易策略和其他书面或口头形式的交流当作投资建议、意见或表明了我們对于一个特定的交易是否适合您或满足您的财务目标的观点。对于您做出的与您的账户有关的任何投资决定，您都必须依靠您自己的判断。如果您需要投资建议，请联系一个独立的投资顾问。

2.7 You will not have any rights of ownership or otherwise in any Underlying Instrument as a result of a Trade with us. We will not transfer any Underlying Instrument or any rights (such as voting rights) in it to you.

2.7 与我们交易后您不会拥有任何的所有权或标的资产。我们不会转让任何标的资产或其中的任何权利（如投票权）给您。

B. Dealing with us

3. Your Account

3.1 After we have accepted your Application Form we will open your Account. We may open different Accounts

for you, including different Accounts for different Product types. We reserve the right to refuse to open an Account for any reason.

B.与我们的交易

3.您的帐户

3.1 我们接受您的申请表格之后就将为您开立帐户。我们可能会为您开立不同的帐户，包括针对不同产品类型 的不同帐户。我们保留出于任何原因拒绝开立帐户的权利。

3.2 We are obliged by NFA Rules to obtain information about your relevant investment knowledge and experience so that we can assess whether a service or Product is appropriate for you; and if it is not to give you a suitable warning. If you choose not to provide us with the information we request or if you provide insufficient information we will not be able to determine whether the service or Product is appropriate for you. In these circumstances we shall give you a suitable warning and we may not be able to open an Account for you. Please note that we are not obliged to assess or ensure the suitability of any Trade you place.

3.2 我们有责任通过金融服务业（NFA）的规则来获取有关您的相关投资知识和经验，使我们可以评估一项服务或产品是否适合您，以及是否它没有给您一个合适的警告。如果您选择不提供我们要求的信息，或者如果您提供的信息不足的话，我们将无法确定产品或服务是否适合您。在这些情况下，我们将给您一个合适的警告，而且我们可能无法为您开立一个帐户。请注意，我们没有义务来评估或确保您进行的任何贸易是否适合您。

3.3 You undertake that any information you provide to us is correct. You must immediately inform us of any material change to the information provided to us on your Application Form, including any change to your contact details or financial status.

3.3 您承诺提供给我们的任何信息都是正确的。如果您提供给我们的申请表中的信息有任何实质性改变的话，您必须立即通知我们，包括您的联系方式或财务状况的任何变化。

3.4 When we open your Account we will provide you with a unique Account number and will agree with you such other Security Information as we consider appropriate:

3.4 当我们为您开立帐户时，我们将会为您提供一个独特的帐号，对于我们认为合适的其它的安全信息我们也会同意：

3.4.1 it is your responsibility to keep your Account number and Security Information confidential;

3.4.1 保持您的帐号和安全信息的机密性是您的责任。

3.4.2 you agree that you will not disclose your Account number or Security Information to any other person;

3.4.2 您同意您不会向其他任何人透露您的帐号或安全信息；

3.4.3 we may agree separate Security Information with your Agent or any joint Account holders; and

3.4.3 我们可以同意您的代理人或联名帐户的持有人单独的安全信息；

3.4.4 when you deal with us or give us an instruction, we will require details of your Account number and your (or your Agent's) Security Information.

3.4.4 当您与我们进行交易或给我们指示时，我们将需要您的帐号和您（或您的代理人）安全信息的详细资料。

3.5 Except where otherwise provided in this clause 3.5, you are responsible for paying any losses, fees or charges arising from Trades entered into or instructions given using your Account number and Security Information. You will not be responsible for any losses after we receive a request from you that we stop using any item of the Security Information. You will also not be responsible for any losses where we have been negligent in allowing a person you have not authorised to access your Account, except where such loss results from your failure to comply with

clause 3.4. If you fail to comply with these clauses then you will be liable for the resulting loss. Please note that we do not restrict the domain from which any person can access the Trading Platform.

3.5 除了 3.5 这条条款中另外提到的地方，您有责任对由进行的交易或使用您的帐号和安全信息给出的指令引发的一些损失，费用或收费进行支付。在我们收到您要求我们停止使用任何安全信息项目后，您就没有责任对任何损失负责。但如果这些损失是由于您不遵守第 3.4 条款造成的，您就无法免责了。如果您不遵守这些条款，那么您将对由此产生的损失承担责任。请注意，我们不限制任何人都可以访问交易平台的领域。

4. Instructions and Basis of Dealing

4.1 You may give us instructions for Trades via the Trading Platform, which forms part of our Website (but not through other components of the Website such as email). When you do so:

4. 指示和交易的基础

4.1 您可以通过交易平台我们发出指示，该交易平台构成了我们网站的部分内容（但不能通过网站其他部分，如电子邮件）。当您这样做时：

4.1.1 when you do so you are offering to enter into a Trade with us at the price we quote when you complete all obligatory fields and click the relevant icon; and

4.1.1 当您这样完善了所有必填的字段信息并点击相关的图标后，您主动开始按照我们所报价格进行交易及：

4.2 We may in our sole discretion accept instructions for Trades by telephone. If we do so:

4.2 我们可以自行决定接受通过电话对交易做出的指示。如果我们这样做：

4.2.1 your oral instruction to Trade will constitute an offer to enter into a Trade at the price we quote. Trades placed by telephone will only be accepted at the current Our Price;

4.2.1 您对交易做出的口头指示将构成按照我们的报价开始交易的请求。通过电话开始的交易只有按照我们目前的价格进行时才被接受;

4.2.2 you and we will be bound by a Trade only when our authorised dealer confirms that the offer has been accepted.

4.2.2 只有我们授权的经销商确认该报盘已被接受时，您和我们才受此项交易的约束。

4.3 You may place an electronic Order on the Trading Platform at any time or you may place a telephone Order with an authorised dealer during our Trading Hours. However, we will execute Trades only during times which are both our Trading Hours and the relevant Trading Hours. Trading Hours are stated on the website. We will advise

you of any change to our Trading Hours or Trading Hours on the website and will provide you notice of any such change.

4.3 您可以随时通过交易平台进行电子订购或在交易时间通过我们授权的经销商进行电话订购。不过，我们将仅在交易时间和相关的交易时间内进行交易。网站上有交易时间的说明。如果我们的交易时间或网站上的交易时间有任何改变的话我们将通知您。

4.4 We reserve the right to refuse to enter into any Trade. Such situations include but are not limited to, when:

4.4 我们保留拒绝开始交易的权利。这种情况包括但并不局限于，当：

4.4.1 Trades are placed outside of the Trading Hours;

4.4.1 交易不在交易时间内;

4.4.2 Trades are requested in sizes which are different from our standard Lot Size Unit Sizes or any minimum deposit sizes we may require for an Instrument from time-to-time;

4.4.2 交易有时需要采用与合约中我们需要的标准批量单位规格或任何最低存款规模所不同的规格时；

4.4.3 your Usable Margin is insufficient to fund the proposed Trade (clause 10);

4.4.3 您的可用保证金不足以资助这项建议的交易时（条款 10）；

4.4.4 Our Price or the Trade derives from a Manifest Error (clause 14);

4.4.4 我们的价格或交易是源于明显的错误时（条款 14）；

4.4.5 Events Outside Our Control or Market Disruption Events have occurred (clause13);

4.4.5 事件超出我们的控制能力时或扰乱市场的事件发生时（条款 13）；

4.4.6 any amount you owe us has not been paid (clause 13); and

4.4.6 您欠我们的款项尚未支付时（条款 13）和

4.4.7 we believe the Trade would be in breach of this Agreement or any legal or regulatory requirement applicable to you or us.

4.4.7 我们认为交易将违背本协议时或出于适用于您或我们的法律或监管方面的要求时。

4.5 If we accept a Trade before becoming aware of any of the events described in clauses 4.4.1 to 4.4.7, we may in our sole discretion treat the Trade as void or close the Open Position at Our Price prevailing at the time we close the Open Position. If we choose to maintain the Open Position, you will be liable for the full value of the Trade when it is closed.

4.5 如果我们在了解 4.4.1 条款到 4.4.7 条款所述事件之前就接受交易，我们可能自行决定了视该交易为无效或在以我们价格为准时关闭了敞口头寸。如果我们选择保持敞口头寸，那么您将负责其关闭时该交易的全部价值。

4.8 Subject to our right to refuse to enter into any Trade, we will endeavour to execute a Trade within a reasonable time after we receive it or after the conditions for an Order are fulfilled.

4.8 由于我们有权拒绝开始交易，所以在收到订单或订单条件满足后的合理时间内我们将尽力执行交易。

5. Our Price

5.1 During Trading Hours for the relevant Instrument or foreign currency, we will quote two prices: a higher price

(“Ask”) and a lower price (“Bid”); together these prices are known as “Our Price” for an Instrument or foreign currency. Our Price is determined by reference to the price of the Underlying Instrument or foreign currency which is quoted on external securities exchanges or dealing facilities that we select at our discretion. Details of how we calculate Our Price are stated in the Supplemental Terms. Our Prices and how we calculate Our Prices are determined in our absolute discretion and any changes are effective immediately. If Our Price for any Instrument or foreign currency is not available on the Trading Platform, please call Customer Support to obtain a quote.

5.我们的价格

5.1 在相关条约或外汇的交易时间内，我们将有两个报价：一个较高的价格（“要价”）和一个较低的价格（“出价”）；这些价格合在一起被统称为针对合约或外汇的“我们的价格”。我们的价格是参考标的合约或外国货币的价格确定的，是我们在外部证券交易场所或酌情选择的交易设施内所报的价格。有关我们是如何计算价格的详细信息在补充条款中进行了阐述。我们的价格，以及我们是如何计算它的都绝对是我们自行决定的，任何改变都将立即生效。如果您在交易平台无法获得我们对合约或外汇的价格的话，请致电客户支持部门以获取报价。

5.2 We will accept a Trade only on the basis of a current Our Price. You may not be able to enter into Trades at Our Price where Our Price is described as “indication only” or “indicative” or “invalid” (or words or messages to the same effect).

5.2 我们将只接受建立在我们当前价格基础上的交易。在我们的价格被描述为“仅供参考”或“指示”或“无效”（或具有同等效力的词语或消息）时，您可能无法按照我们的价格开始交易。

5.3 We provide quotes for Our Price on a best efforts basis. If a Market Disruption Event or an Event Outside of Our Control occurs we may not be able to provide a quote for Our Price or execute Trades during the relevant Trading Hours.

5.3 我们在尽最大努力的基础上报价。如果扰乱市场的事件或超出我们控制范围的事件发生，我们可能在相关的营业时间内无法提供报价或进行交易。

5.4 The difference between Bid and Ask is “Our Spread”. For certain Products, Our Spread may contain an element of charge or commission for us. For these Products, two spreads may apply during the relevant Trading Hours: one Spread will apply

when securities exchanges or dealing facilities for the Underlying Instrument or foreign currency are open and another will apply when these are closed. Our Spreads are set in our absolute discretion and any changes are effective immediately upon publication on the Website.

5.4 出价和要价之间的差异是：“我们的价差”。对于某些产品，我们的价差可能包含有关我们的费用或佣金 的因素。对于这些产品，在相关交易时间内可能会采用两种价差：一种价差适用于针对标的合约或外汇的 证券交易所或交易设施开放时使用，另外一种价差则是当它们被关闭时使用。我们的价差是我们自行决定的，任何更改只要在网站上公布后就会立即生效。

5.5 Unless otherwise stated in the relevant Supplemental Terms, we will provide you with best execution. Please read our Trade and Order Execution Policy which sets out the basis upon which we seek to provide best execution.

5.5 如果在相关补充条款中没有另行规定，我们就将尽全力地为您执行。请阅读我们的交易和订单执行政策， 这些对我们尽全力执行时所依靠的基础进行了详细的阐述。

6. Closing Trades

6.1 You may close an Open Position by highlighting the position you would like to close and clicking the Close Button. Instructions placed for closing Trades are subject to the conditions stated in clause 4.

6.终止交易

6.1 您可以通过加亮您想关闭的头寸然后点击关闭按钮的方式关闭敞口头寸。终止交易的指示受条款 4 中所 规定的条件的制约。

6.2 Where you have more than one Open Position in the same Instrument, you must highlight the position you would like to close and click the Close Button

6.2 在同一个合约中如果您有一个以上的敞口头寸，那么您必须加亮您想关闭的头寸，然后点击关闭按钮。

6.3 You will usually be able to close an Open Position during the relevant Trading Hours. However, we reserve the right to reject any Trade in accordance with clause 4.3.

6.3 您通常可以在相关的交易时间内关闭敞口头寸。然而，我们有权按照条款 4.3 的规定保留拒绝交易的权利。

6.4 Unless Open Positions are closed in accordance with this clause 6, terminated, voided or otherwise closed in accordance with this Agreement, they will remain open until their expiry (if they have an expiry date) or will remain open indefinitely if they do not. On the expiry date (or event, if such expiration is dependent upon an event) the Open Position will be closed and settled at Our Price at the time the Open Position is closed.

6.4 除非这些头寸根据条款 6 的规定关闭，或按照本协议的规定终止、无效或以其他方式关闭，否则这些头寸将继续开放，直至期满为止（如果他们有一个截止日期的话）。此外如果他们没有截止日期的话，将无限期地保持开放。在截止日期（或逾时事件，如果失效依赖于事件）敞口头寸将被关闭，然后按照关闭时我们的价格进行结算。

7. Orders

7.1 The range of different Order types which we accept shall be decided by us in our absolute discretion. Certain types of Orders may only be available for a limited range of Instruments or foreign currencies.

7. 订单

7.1 我们将自行决定我们所接受的不同类型的订单。某些类型的订单可能只适用于有限范围内的订单或外汇。

7.2 We endeavour to fill Orders at the first Our Price reasonably available to us after the price specified is reached or at the occurrence of the event or condition specified in the Order. However, we may not be able to execute Orders or to execute Orders at the specified price or event if there is an Event Outside of Our Control in relation to an Underlying Instrument or foreign currency. We will use best endeavours to execute your Order at Our Price nearest to your specified price in such

circumstances.

7.2 达到订单中规定的价格或特定的时间及情形出现后，我们尽力以最初对我们来说合理的价格来接受订单。但是，当出现了超出我们控制范围的与标的条约或外汇有关的事件时，我们可能无法执行订单或按照指定的价格执行订单。我们将尽最大努力按照这种情况下我们和您指定的价格最接近的价格来执行订单。

7.3 We may, without limitation , set a minimum price range between the current Our Price and the price or level of any Stop Orders and Limit Orders and we reserve the right not to accept any Orders which are less than this minimum price range.

7.3 在设置最低价格范围时，我们可能不受限制。这个最低价格范围指的是现在的价格水平和终止及限制订 单时的价格水平之间的一个范围。如果订单小于这个最低价格范围，那么我们将保留拒绝该项定单的权利。

7.5 Orders will be “Good until Cancelled” (“ GTC ”). Unless an Order is cancelled or ceases to have effect, we will regard it as valid and execute it when Our Price reaches the price you specify or the specified event or condition occurs.

7.5 订单将在“撤销前有效”（简称为“GTC”）。除非订单被取消或不再有效，否则当我们的价格达到您指定 的价格或指定的事件或情况发生时，我们将视其为有效，并加以执行。

7.6 You can only cancel or amend an Order if we have not acted upon it. You may, with our consent (which will not be unreasonably withheld), cancel or amend an Order at any time before we act upon it. Changes to Orders may be made on the Trading Platform.

7.6 我们不依照订单行事时，您只能取消或修改订单。您可以在我们依靠订单行事前，经我们同意（不会受到不合理地拒绝）随时取消或修改它。对订单的更改可以在交易平台上进行。

8. Our Charges

8.1 Depending on the Instrument or foreign currency concerned, we may:

8.我们的收费

8.1 取决于相关的合约及外汇，我们可能

8.1.1 include an element of profit for us in Our Spread;

8.1.1 在我们的价差中包含我们的利润因素；

8.1.2 charge commission.

8.1.2 收取佣金。

8.2 We will tell you the fees and charges that apply to your Account and the basis of calculation for any such fees or charges in our Key Service Features.

8.2 对于有关您账户的费用及收费我们会通知您，同时还会通知您我们的主要服务功能中这些费用及收费计算时的依据。

8.3 We may from time to time share a proportion of Our Spread, commissions and other Account fees with other persons including (without limitation) Introducers.

8.3 我们可能不时地会同包括介绍人（不受限制）在内的其他人，一起分享我们的价差、佣金及其他的账户费用的比例。

8.4 We may pass on to you charges which we may from time to time incur in borrowing stock in the external market to hedge a Short Position which you have opened with us. These charges will fluctuate depending on market conditions and the scarcity of the stock concerned. We will advise you of any such charges at the time they are incurred or as soon as possible after we become aware that they have been incurred, whether in the Trading Platform or otherwise.

8.4 我们有时可能把海外市场筹借证卷时蒙受的收费转交给您，来对冲您给我们开立的短仓。这些费用将视市场情况和有关证卷短缺情况而上下波动。无论是在交易平台或其它方式上发生这些费用时或我们意识到他们已经产生后，我们都会立即通知您。

8.5 We will notify you of any change to our current fees and charges or any additional fees and charges that we may apply to your Account in accordance with clause 18.

8.5 如果我们现行的费用及收费有任何改变，我们会通知您；同时您账户中依据条款 18 所采用的额外费用及收费有任何改变的话，我们也会通知您。

9. Margin

9.1 You must pay Margin when you place a Trade which creates an Open Position. If your Usable Margin is less than the Margin required for the Trade you wish to place,

we may reject your Trade. Margin is due and payable when you place the Trade and must be maintained at all times until the Open Position is closed. You agree to maintain Margins and Premiums for your Account at all times. Our failure at anytime to call for a deposit of Margin shall not constitute a waiver by us to do so at any time thereafter, nor shall it create any liability by us to you.

9. 保证金

9.1 当您进行的是一项需要敞口头寸的贸易时，您必须支付保证金。如果您的可用保证金少于您希望进行的交易所需要的保证金的话，我们可能会拒绝和您进行交易。保证金是进行交易时预期的和可支付的款项，必须时刻得到保证，直到关闭敞口头寸。您同意时刻保持您账户的保证金及额外费用。我们可以随时中断保证金存款的要求，但这并不意味着我们在其后的时间里放弃了这项权利，也不代表 我们对您具有了任何的责任。

9.2 Margin is calculated using the Trading Leverage set for your Account. Trading Leverage may be expressed as a ratio, percentage, number or other form applicable to the nature of the Instrument or foreign currency. Details of how we calculate Margin for different Instruments and for foreign currencies can be found in the Supplemental Terms.

9.2 保证金是利用您账户中的交易杠杆的设置进行计算的。交易杠杆可以表示为比例，百分比，数量或其他的可适用于该合约或外国货币性质的形式。对于不同的合约或外国货币我们如何计算保证金的详情，可在补充条款中找到。

9.3 A default Trading Leverage setting will be applied to each Trade placed in your Account. You may change this at any time by selecting a different Trading Leverage. For Open Positions, you may only increase the Trading Leverage. Margin applicable to an Open Position will change as Our Price for the relevant Instrument changes.

9.3 默认的交易杠杆设置可以适用于您开立的账户中的每项交易，但您可以对其随时进行更改。这时您可以通过选择一个不同的交易杠杆的方式进行改变。对于敞开头寸，您可能只会增加交易杠杆。适用于敞开头寸的保证金将随着相关合约价格的改变而改变。

9.4 We reserve the right to change the way in which we calculate Margin.

9.4 我们保留改变保证金计算方式的权利。

9.5 We may alter Trading Leverage settings and/or Margin at any time and any change will become effective immediately. For Open Positions, subject to our rights in clauses 13 and 14, we will provide you with at least three (3) days notice of any changes in Trading Leverage settings and/or Margin. It is your responsibility to know at all times the current Trading Leverage settings and Margin applicable to your Account and your Open Positions.

9.5 我们可能会随时改变交易杠杆的设置和/或保证金，任何改变都会立即生效。敞口头寸受条款 13 和条款 14 中我们权利的制约，如果交易杠杆的设置和/或保证金有任何改变的话我们会为您提供至少三天的通知。您总有责任了解当前的交易杠杆的设置和您账户中使用的保证金。

9.6 We will be entitled to notify you of an alteration to the Trading Leverage settings and Margin by any of the following means: post, telephone, fax, email, text message or by posting notice of the increase on the Website.

9.6 如果交易杠杆的设置和保证金有任何改变的话，我们有权通过以下任何一种方式通知您：邮政、电话、传真、电子邮件、短信或在网站上增加张贴的通知。

10. Margin Close Out

10.1 If the Equity in your Account falls below Used Margin, this will be classified as an Event of Default under clause 14. In such circumstances we may close all of your Open Positions immediately and without notice and refuse to execute new Trades until your Equity is restored to an amount above Used Margin.

10.保证金平仓

10.1 如果您帐户中的资产净值低于可用保证金，根据第 14 项条款这将被列为违约事件。在这种情况下，我们可以不预先通知您就立即关闭所有的敞口头寸，并拒绝进行新的交易，直到您的资产净值恢复到可用保证金数额之上为止。

10.2 Our rights under clause 11.1 will apply irrespective of and will take precedence over any Orders (including Stop or Limit Orders and Entry Stop and Entry Limit Orders) placed on your Account and in the event that we close your Open Positions under clause 11.1 all pending Orders attached to that Trade will be cancelled.

10.2 根据第 10.1 条条款，我们的权利将适用于您账户中的任何订单并优先于他

们（包括止损单或限价单和自设止损单及限价单）。根据第 10.1 条条款，我们关闭您的敞口头寸时，附属于该交易的所有待办订单也将随之被取消。

10.3 We may but are not obliged to contact you before we take any action under clause 10.1.

10.3 根据第 10.1 条条款，我们采取行动前可能会联系您，但我们并没有这项义务。

10.4 Our rights under this clause 10 are designed to help limit the extent of your trading losses. We do not however guarantee that your losses will be limited to the amount of funds you have deposited in your Account.

10.4 根据第 10 条条款，我们权利的目的是帮助限制您的交易损失程度。但是我们并不保证您的损失一定会限制在您账户中存款金额的范围之内。

11. Payments and Withdrawals

11.1 If your Account shows positive Equity, you may request that we make a payment to you of such amount. We may however elect to withhold any payment requested, in whole or in part, if:

11.付款和提款

11.1 如果您帐户中的存款净值显示为正面时，您可以要求我们对您的这个账户进行付款。但是在下列情况下，我们可能会选择拒绝支付全部或部分付款：

11.1.1 the Net P & L is negative on your Account;and/or

11.1.1 您账户中的收益和亏损额的净值为负数时;和/或

11.1.2 we reasonably consider that funds may be required to meet any Margin requirement; and/or

11.1.2 我们有理由认为资金是为了满足保证金的要求时;和/或

11.1.3 there is any amount outstanding from you to us; and/or

11.1.3 您和我们之间有任何未偿还的金额时;及/或

11.1.4 we are required to do so under any relevant legislation or regulation.

11.1.4 根据有关法律法规要求我们这样做时。

11.2 We may debit the Cash balance on your Account with any amount due to us under this Agreement and with any bank transfer charges we incur in transferring funds to you. In addition, you are

responsible for all costs and expenses we incur as a result of you failing to pay amounts due or if you breach the Agreement including, without limitation, bank charges, court fees, legal fees and other third party costs we reasonably incur.

11.2 根据本协议，我们可以把您账户中的现金余额以及我们在给您汇款时银行的转账费记入我们的款项中。此外，如果您没有支付预付款项或违背协议时，您将负责我们所有的费用及开支，包括但不限于，银行收费、诉讼费，律师费和我们遭受的其它合理的第三方费用。

11.3 If we credit a payment to your Account but subsequently discover that the credit was made in error, we reserve the right to reverse any such credit and/or cancel any Trades which could not have been made but for that credit.

11.3 如果我们把款项存入您的账户，但后来发现存错了，我们有权撤销此类存款和/或取消那些没有此项存款时本不可能进行的交易。

11.4 Unless we agree otherwise, any amounts payable to you will be paid by direct transfer to the same source (in your name) from which you have made payment to us.

11.4 如果我们都同意，那么需付款项将直接支付给那个给我们付过款的相同的账户中（按您的名字）。

11.5 If your Account is in debit, the full amount is due and payable immediately.

11.5 如果您的帐户是借方，那么全部金额将立即到期并支付给您。

11.6 Payment of any amount due to us is subject to the following conditions:

11.6 任何记入我方款项的支付都受到以下条件的制约：

11.6.1 if made by debit or credit card, the debit or credit card must be accepted by us and we reserve the right to charge an administration fee;

11.6.1 如果使用借记卡或信用卡支付，借记卡或信用卡必须得到我们的接受，我们有权收取管理费；

11.6.2 unless otherwise agreed your Account will be credited with the net cleared funds received after all deductions of bank charges or any other costs of transfer incurred in relation to the payment;

11.6.2 除非另有约定，否则您的帐户将被认为是已结清资金的净值，与付款有关的所有银行手续费及其它 转让费用已经从中予以了扣除；

11.7 We may require immediate payment by telegraphic transfer, debit card or any other method of electronic transfer acceptable to us.

11.7 我们可能会要求以电汇，借记卡或一些我们可以接受的电子转账方式对我们立即付款。

11.8 If you fail to pay any sum due to us on the due date in accordance with this Agreement, we will charge interest on this amount. Interest will be due on a daily basis from the due date until the date on which payment is received in full at a rate not exceeding 4% above the applicable central bank's official base rate for short-term funds (or a rate we reasonably consider serves materially the same function) from time to time and will be payable on demand.

11.8 根据本协议，如果您在到期日还未向我们支付到期的款项，我们将对这一数额收取利息。利息将从到期之日开始直至收到付款时按日全额收取，利率不会超过央行对短期资金适用的官方基准利率（或我们认为合理地实质上起到相同作用的利率）的4%以上，并且及时就可得到支付。

C. Our rights in special circumstances

12. Manifest Error

12.1 A Manifest Error is an error, omission or misquote (including any misquote by our dealer) which by fault of either of us or any third party is materially and clearly incorrect when taking into account market conditions and quotes in Instruments, Underlying Instruments or foreign currency which prevailed at that time. It may include an incorrect price, date, time or any error or lack of clarity of any information, source, commentator, official, official result or pronouncement.

C.特定情形下我们的权利

12.明显的错误

12.1 明显的错误是指由我们或第三方做出的错误、遗漏或不正确报价（包括我

们的经销商的不正确报价），是在考虑当时与合约、标的合约或外汇有关的主要市场行情和报价时出现的实质性和明确的错误。它可能包括价格、日期和时间不正确或信息、来源、注释、官方结果或声明有误或不明确。

12.2 If a Trade is based on a Manifest Error (regardless of whether you or we gain from the error) we may act reasonably and in good faith to:

12.2 如果是基于明显的错误进行的交易（不论您或我们从错误中是否获利），我们可以合理地、真诚地做出下列行为：

12.2.1 void the Trade as if it had never taken place;

12.2.1 把它视为无效交易，就好像它从来没有发生过一样；

12.2.2 close the Trade or any Open Position resulting from it; or

12.2.2 关闭由此进行的交易或敞口头寸；或

12.2.3 amend the Trade so that its terms are the same as the Trade which would have been placed if there had been no Manifest Error.

12.2.3 修改交易条款，以使其条款与没产生明显错误时可能进行的交易保持一致。

12.3 We will exercise the rights in clause 12.2 as soon as reasonably practicable after we become aware of the Manifest Error. To the extent practicable we will give you prior notice of any action we take under this clause but if this is not practicable we will give you notice as soon as practicable afterwards. If you consider that a Trade is based on a Manifest Error, then you must notify us immediately. We will consider in good faith whether it is appropriate to take any action under this clause 12 taking into account all the information relating to the situation, including market conditions and your level of expertise.

12.3 我们在意识到明显的错误后，将尽快地行使第 12.2 条条款所赋予我们的权利。只要可行，我们根据此项条款采取的任何行动都会提前通知您，但是如果不可行的话，之后我们也会尽快地通知您。如果您认为交易时基于明显的错误进行地，那么您必须立即通知我们。我们将诚心诚意地考虑是否适合根据第 12 项条款采取行动，同时还会考虑与现实情形有关的所有信息，包括市场行情和您的专业知识水平。

12.4 In the absence of our fraud, wilful deceit or negligence, we will not be liable for any loss, costs, claims or demand for expenses resulting from a Manifest Error.

12.4 如果交易时我们没有欺诈、故意或疏忽，那么我们对明显错误所造成的损失、费用、及消费主张和需 求将不承担任何责任。

13. Events Outside Our Control and Market Disruption Events

13.1 We may determine that a situation or an exceptional market condition exists which constitutes an Event Outside Our Control and/or a Market Disruption Event.

13.超出我们控制范围和扰乱市场的事件

13.1 我们可能会确定某种状态或特殊的市场情况存在，他们构成了超出我们控制范围和/或扰乱市场的事件。

13.2 If we determine that an Event Outside Our Control or Market Disruption Event has occurred we may take any of the steps referred to in clause 13.3 with immediate effect. We will take reasonable steps to notify you of any action we take before we take any action to the extent practicable. If it is not practicable to give you prior notice,

we will notify you at the time or promptly after taking any such action.

13.2 如果我们确定已经发生了超出我们控制范围和扰乱市场的事件，我们就可以采取第 13.3 项条款中所列 的任何一项措施，并会立即生效。只要可行，我们采取的任何行动都会提前设法通知您。但是如果不能提前通知您，我们也会在采取行动时或之后立即通知您。

13.3 If we determine that an Event outside our Control and/or a Market Disruption Event has occurred, we may take one or more of the following steps:

13.3 如果我们确定已经发生了超出我们控制范围和扰乱市场的事件，我们可以采取下列措施中的一项或多项：

13.3.1 cease or suspend trading and/or refuse to enter into any Trades or accept any Orders;

13.3.1 停止或推迟交易和/或拒绝开始交易或接受订单；

13.3.2 alter our normal trading times for all or any Instruments and foreign currencies;

- 13.3.2 改变所有或部分合约和外汇的正常交易时间;
- 13.3.3 change Our Price and Our Spreads and/or Unit Sizes;
- 13.3.3 改变我们的价格和价差和/或单位规格;
- 13.3.4 close any Open Positions, cancel and/or fill any Orders, and/or make adjustments to the price and/or Unit Size of any Open Positions and Orders;
- 13.3.4 关闭敞口订单、取消和/或接受订单和/或对敞口头寸及订单的价格和/或单位规格做出调整;
- 13.3.5 change the Trading Leverage applicable to your Account in relation to both Open Positions and new Trades;
- 13.3.5 改变您账户中使用的与敞口头寸和新交易有关的交易杠杆;
- 13.3.6 immediately require payments of any amounts you owe us, including Margin;
- 13.3.6 立即要求您把欠我们的款项进行支付, 包括保证金;
- 13.3.7 void or roll over any Open Positions; and/or
- 13.3.7 认为敞口头寸无效或展期;和/或
- 13.3.8 take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.
- 13.3.8 总体上为了保护我们自己和客户所采取的其他合理的类似行动。
- 13.4 In some cases we may be unable, after using reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Underlying Instrument or foreign currency we consider necessary to hedge or protect our exposure to market and other risks arising from an Open Position. When this occurs we may close that Open Position at the prevailing Our Price.
- 13.4 在某些情况下, 我们即使努力后可能也无法兼并、建立、重建、取代、维持、解约或转让我们认为必须的标的条约或外汇, 以对冲或保护我们的市场收支差及敞口头寸造成的其它风险。当发生这种情况, 我们可以按当时的价格关闭敞口头寸。
- 13.5 We will not be liable to you for any loss or damage arising under this clause 13, provided we act reasonably.
- 13.5 对于根据第 13 条条款所产生的损失或损害, 只要我们采取合理的行动, 我们就不必承担责任。

14. Events of Default and Similar Circumstances

14.1 The following shall constitute Events of Default:

14.1. 违约情形及类似情形

14.1 以下即构成了违约情形:

14.1.1 an Insolvency Event occurs in relation to you;

14.1.1 发生了与您相关的破产事件;

14.1.2 you are an individual and you die, become of unsound mind or are unable to pay your debts as they fall due;

14.1.2 您这个自然人死亡了、变得精神不健全或无法支付您的到期债务;

14.1.3 the Equity in the account falls below Used Margin;

14.1.3 您账户的资金净值低于可用保证金;

14.1.4 you act in breach of any warranty or representation made under this Agreement or any representation or warranty made by you under this Agreement and/or any information provided to us in connection with this Agreement is or becomes untrue or misleading;

14.1.4 您的行为违反了根据此协议作出的声明或保证, 或您根据本协议做出的声明或保证和/或向我们提供的与本协议有关的资料是或变得不正确的或具有误导性;

14.1.5 any sum due to us is not paid in accordance with this Agreement;

14.1.5 没有根据本协议向我们支付相关款项;

14.1.6 whether or not any sums are currently due to us from you, where any cheque or other payment instrument has not been met on first presentation or is subsequently dishonoured or you have persistently failed to pay any amount owed to us on time including Margin;

14.1.6 不管您欠我们的款项现在是否已经到期, 只要其中的支票或其他付款合约尚未实现首次递交或后来 没有被兑现时即构成违约, 或者您始终未能及时支付欠我们的的款项, 包括保证金时;

14.1.7 at any time and for any periods deemed reasonable by us you are not contactable or you do not respond to any notice or correspondence from us; and

14.1.7 我们认为合理的任何时间和任何时期内，无法联系到您或者您没有回应我们发出通知或信件;

14.1.8 we reasonably believe that it is prudent for us to take any or all of the actions described in clause 14.2 in the light of any relevant legal or regulatory requirement applicable either to you or us.

14.1.8 根据适用于您或我们的相关法律法规，我们有理由认为我们采取第 14.2 条条款中所述的全部或部分行动时是非常谨慎的。

14.2 If any Event of Default occurs we may take all or any of the following actions:

14.2 如果发生违约事件，我们可以采取以下所有的行为或部分行为:

14.2.1 close all or any of your Open Positions and if the Base Currency of your Account is a currency other than Pounds Sterling, convert any resulting balance to Pounds Sterling in accordance with clause 18;

14.2.1 关闭您所有的或部分的敞口头寸，如果您帐户的基础货币是美元以外的其它货币，请根据第 18 条条款将结算余额转换成美元;

14.2.2 cancel any of your Orders;

14.2.2 取消您的一些订单;

14.2.3 change the Trading Leverage applicable to your Account in relation to both Open Positions and new Trades;

14.2.3 改变您账户中使用的与敞口头寸和新交易有关的交易杠杆;

14.2.4 immediately require payment of any amounts you owe us, including Margin;

14.2.4 立即要求您支付欠我们的所有款项，包括保证金在内;

14.2.5 exercise our rights of set-off;

14.2.5 行使我们的撤销权;

14.2.6 foreclose any collateral that we hold on your Account; and

14.2.6 撤消我们拥有的您账户中的抵押品的赎回权;及

14.2.7 suspend your Account and refuse to execute any Trades or Orders; and/or terminate this Agreement.

14.2.7 暂停您的帐户，拒绝执行交易或订单;和/或终止本协定。

14.3 We may also close your Account on 14 days notice in the circumstances set out below. If we rely on our rights under this clause, your Account will be suspended during the 14 day notice period and you will not be able to place Trades other than those to close existing Open Positions. If you have not closed all Open Positions within the period of 14 days notice we shall be entitled to take any action within clause 14.2. The relevant circumstances are:

14.3 在下面所述情形下，我们也可以通知您 14 天后关闭您的账户。如果我们依靠这一条款中的权利，那么 您的帐户在这 14 天的通知期内将被暂停，除了关闭现行的敞口头寸外您将无法开始交易。如果在这 14 天通知期内您还没有关闭敞口头寸，我们将有权采取第 14.2 条条款中所述的行动。有关情形如下：

14.3.1 any litigation is commenced involving both of us in an adversarial position to each other and, in view of the subject matter of or any issues in dispute in relation to that litigation, we reasonably decide that we cannot continue to deal with you while the litigation is pending;

14.3.1 与我们双方有关的诉讼以一种和彼此对抗的立场开始时，因为与诉讼有关的标的或问题处于争议中， 所以我们明智地决定在诉讼尚未得到解决时不能继续和您继续进行交易；

14.3.2 where you have persistently acted in an abusive manner toward our staff (for example by displaying what we consider to be serious discourtesy or the use of offensive or insulting language);

14.3.2 您对我们的工作人员使用侮辱性的方式（例如表现出我们认为的严重的失礼行为或使用冒犯性或侮辱性的语言）；

14.3.3 where we believe on reasonable grounds that you are unable to manage the risks that arise from your Trades.

14.3.3 我们有合理的依据认为您无法应对交易中产生的风险时。

14.4 Without limiting our right to take any action under clauses 14.2 and 14.3, we may also close or void individual Open Positions and/or cancel any Orders where:

14.4 在不限我们根据第 14.2 条和第 14.3 条条款采取行动的权利的同时，在下列情况下我们也可以关闭个别的敞口头寸或将其视为无效和/或取消订单：

14.4.1 we are in dispute with you in respect of an Open Position. In this case we can

close all or part of the Open Position in order to minimise the amount in dispute;
and/or

14.4.1 我们与您就有关敞口头寸进行争论时。在这种情况下，我们可以关闭全部或部分的敞口头寸，以把争议金额减到最少；及/或

14.4.2 there is a material breach of the Agreement in relation to the Open Position.

14.4.2 在有关敞口头寸的问题上有实质性的违约时。

14.5 Without limiting our right to take action under clauses 14.2, 14.3 and 14.4, we may in our discretion suspend your Account pending investigation for any reason. Whilst your account is suspended you will be able to close your Open Positions but you will not be entitled to place new Trades. Circumstances in which we may choose to exercise this right include but are not limited to the following:

14.5 在不限我们根据第 14.2 条和第 14.3 条条款采取行动的权利的同时，我们可以出于某些原因在调查期间酌情暂停您的帐户。虽然您的帐户已暂停，您可以关闭您的敞口头寸，但您无权开始新的交易。我们可以选择行使这一权利的情况包括但不限于以下内容：

14.5.1 when we have reasonable grounds for believing that an Event of Default has occurred or may occur but believe that it is reasonably necessary to investigate circumstances with a view to confirming this;

14.5.1 当我们有合理的理由认为违约事件已经发生或可能发生，但相信必须调查相关情况以期证实这一点时；

14.5.2 when we have reasonable grounds for believing that you do not have a sufficient understanding of the Trades which you are placing or the risks involved;

14.5.2 当我们有合理的理由认为您对您正在进行的交易或有关的风险了解的不充分时；

14.5.3 when we have not received within 10 days of a written request all information, which we believe that we require in connection with this Agreement; and/or

14.5.3 当我们在 10 天之内还未收到有关所有信息的书面申请时，而我们认为在与本协议有关的规定中我们 对这些信息进行了要求，

14.5.4 we have reason to believe that there has been a breach in your Account security or that there is a threat to your Account security.

14.5.4 我们有理由相信您的帐户存在安全漏洞或您的帐户安全存在威胁时。

14.6 If we have suspended your Account pending investigation, we will use reasonable endeavours to conclude our investigation within five (5) Business Days. When we conclude our investigation we will inform you whether trading on your Account may resume or whether we will seek to take further action pursuant to this Agreement.

14.6 如果我们暂停了您的帐户已待调查，我们将尽力在五(5)个交易日结束调查。当我们结束调查时，依据本协议我们会将是否恢复您帐户的交易，或是否采取进一步的行动通知给您。

14.7 We may exercise our rights to close Open Positions under this clause 14 at any time after the relevant event has occurred and will do so on the basis of the next available Our Price for the affected Open Positions.

14.7 我们可能会依据这项第 14 条条款，在相关事件发生后随时行使权利关闭敞口头寸，这么做时会以我们针对受到影响的敞口头寸的下个可用价格为基础。

15. Representations and Warranties

15.1 Representations and Warranties are personal statements, assurances or undertakings given by you to us on which we rely when we deal with you. You make the following representations and warranties at the time you enter into this Agreement and every time you place a Trade or give us any other instruction:

15.声明与保证

15.1 声明和保证是您对我们做出的个人陈述，保证或承诺，我们依赖这些与您进行交易。当您签订协议以及每次和我们开始交易或做出指示时都会做出如下的声明和保证：

15.1.1 all information that you supply to us (whether in the Application Form or otherwise) is true, accurate and not misleading in any material respect;

15.1.1 您提供给我们所有信息（无论是申请表格或其他方式）在任何实质性方面都真实，准确和不具有误导性；

15.1.2 if you are an individual, you are over 18 years old;

15.1.2 如果您是自然人时，您已年满 18 岁；

15.1.3 except where we have agreed otherwise in writing, you act as principal and not any other person's agent or other representative;

15.1.3 除非我们另有书面约定，否则您将作为当事人而不是任何其他人的代理人或代表行事；

15.1.4 you have obtained all necessary consents and have the authority to enter into this Agreement and/or to place any Trades and instructions;

15.1.4 您已得到所有必须的许可，有权签订本协议和/或开始交易及做出指示；

15.1.5 if you are a company or body corporate you are properly empowered and have obtained all necessary corporate or other authority under your memorandum and articles of association or other constitutional or organisational documents; and

15.1.5 如果您是一个公司或法人团体，您要获得适当的授权，并已获得您备忘录下所列的必须的法人授权 或其他授权、公司章程或其他的组织管理文件；和

15.2 You agree that for the duration of this Agreement you will promptly notify us of any change to the details supplied by you on your Application Form, including in particular moving to another country or territory or any change or anticipated change in your financial circumstances or employment status (including redundancy and/or unemployment) which may affect the basis on which we do business with you.

15.2 您同意在本协议有效期内，如果您提供给我们的申请表格中的细节有任何更改的话，您都会立即通知我们。特别是那些可能会影响我们与您做生意的基础的变化，包括搬到另外一个国家或地区、或您的财务状况或雇佣状况（包括裁员和/或失业）有改变或预期会进行改变时。

16. Intellectual Property

16.1 The Website, including the Trading Platform, and any and all information or materials on it which we may supply or make available to you (including any software which forms part of thos

items) are and will remain our property or that of our service providers. Such service providers may include providers of real-time price data to us. In addition:

16. 知识产权

16.1 本网站以及我们在网站上提供给您的可以使用的全部材料信息（包括构成这些项目组成部分的软件），包括它的交易平台在内，现在都是而且还会仍然是属于我们或我们的服务提供商的财产。这些服务提供商可能包括提供实时价格数据给我们的服务商。此外：

16.1.1 all copyrights, trademarks, design rights and other intellectual property rights in those items are and will remain our property (or those of third parties whose intellectual property we use in relation to Products and services we provide for your Account);

16.1.1 所有版权、商标权、设计权和其他知识产权（或那些我们在向您的账户提供产品或服务时使用的相关的属于第三方的知识产权）现在是而且还将仍然是我们的财产；

16.1.2 we supply or make them available to you on the basis that (a) we can also supply and make them available to other persons and (b) we can cease providing them, but we will only do that if your Account has been closed or if our service providers require us to;

16.1.2 我们建立在如下基础上向您提供相关产品和服务（a）我们也可以把它们提供给其他人（b），我们可以停止提供，但我们只会在您的帐户已被关闭或我们的服务供应商要求我们时才这样做；

16.1.4 you must not delete, obscure or tamper with copyright or other proprietary notices we may have put on any of those items;

16.1.5 you must only use these items for the operation of your Account in accordance with this Agreement; and/or

16.1.6 if we have provided any materials to you in connection with the Website you must return those to us on closure of your Account.

16.1.3 您不能将他们提供给其他任何人，您也不能对他们进行复制；

16.1.4 您不能删除、掩盖或篡改版权或其他的我们可能对它们进行的所有权声明；

16.1.5 根据本协议，您必须只为了账户运作的目的才能使用这些项目；和/或

16.1.6 如果我们已经提供给了您与本网站有关材料，您必须在关闭您的账户时

将其返还给我们。

17. Website and System Use

17.1 We will use reasonable endeavours to ensure that the Website and our telephone systems can normally be accessed for use in accordance with this Agreement. However all or any of these may fail to work properly or at all or our premises may suffer from power failure. On this basis:

17.网站和系统的使用

17.1 根据本协议，我们将尽力确保我们的网站系统和电话系统在正常情况下是可以使用的。但是，所有这些可能会无法正常工作，或我们的工作场所可能遭受停电。在此基础上：

17.1.1 we do not warrant that they will always be accessible or usable;

17.1.2 we do not warrant that access will be uninterrupted or error free.

17.1.1 我们不保证他们将总是可以被访问或使用；

17.1.2 我们不保证访问不会出现中断或错误。

17.2 We may suspend use of the Website to carry out maintenance, repairs, upgrades or any development related issues. We shall use reasonable endeavours to give you notice of this and to provide alternative ways for you to deal or obtain information as to your Account but this may not be possible in an emergency.

17.2 我们进行维护，维修，升级或与开发相关的行动时，可能会暂停使用本网站进行。我们将尽力向您提供此事，并为您提供替代方式去交易或获取与您的帐户有关的信息，但在紧急情况下可能没有替代办法。

17.3 We warrant that we have the right to permit you to use the Website in accordance with this Agreement.

17.3 根据此协议，我们保证我们有权利允许您使用网站。

17.4 We will use reasonable endeavours to ensure that the Website is free from any virus, but we do not warrant that it will be virus free at all times. You should use your own virus protection software that is up to date and of good industry standard.

17.4 我们将尽力确保网站没有病毒，但我们不保证在所有情况下网站总是不受病毒感染。您应该使用您自己的最新的和具有良好专业品质的防病毒软件。

17.5 You are responsible for ensuring that your information technology is compatible with ours and meets our minimum system requirements. The minimum system requirements are set out on our Website.

17.5 您有责任确保您的信息技术与我们的能够兼容，并且满足我们的最低系统配置要求。最低系统配置要求在我们的网站上有详细的说明。

17.6 We or other third party service providers may provide you with market data or other information in connection with the provision of our services. You agree that:

17.6.1 we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect or for any actions you take or do not take based on such data or information;

17.6.2 you will use such data or information solely for the purposes set out in the Agreement;

17.6.3 such data or information is proprietary to us or the provider and you will not retransmit, redistribute, publish;

17.6.4 you will pay any market data costs associated with your use as we may inform you from time to time.

17.6 我们或其他第三方服务提供商会为您提供与我们的服务条款有关的市场数据或其他信息。您同意：

17.6.1 如果这些数据或资料的某些方面不准确或不完整，或者对您依据这类数据或资料决定采取行动或不采取行动产生了影响时，我们和此类的供应商不承担任何责任。

17.6.2 您只能出于本协议中规定的目的才能使用这些数据或资料；

17.6.3 这些数据或资料属于我们或提供商专有，您不能将这些数据或资料向第三方转发、散布、出版、公开或展示；

17.6.4 您将支付与您使用的市场数据相关的费用，我们可能会经常通知您。

18. Amendments and Termination

18.1 We may amend or replace any clause or part of the Agreement in whole or in part by giving you written notification of the changes. We will only make changes for good reason, including but not limited to:

18.修订和终止

18.1 我们可以对本协议进行全部或部分修改或替换，并用书面形式通知您。我

们只在有充分理由时才进行改变，包括但不限于：

18.1.1 making them clearer or more favourable to you;

18.1.2 reflecting legitimate changes in the cost of providing the service to you;

18.1.3 reflecting a change of applicable law, regulation or codes of practice or decisions by a court, ombudsman, regulator or similar body;

18.1.4 reflecting changes in market conditions;

18.1.5 reflecting changes in the way we do business.

18.1.1 使他们对于您来说更清楚或更有利的变化;

18.1.2 反映向您提供服务时的成本的变化;

18.1.3 反映了由法院、监察员、监管机构或类似机构做出的适用法律法规、惯例、行为守则或决定的变化;

18.1.4 反映市场行情的变化;

18.1.5 反映我们经营方式的变化。

18.2 If you object to any change you must tell us within 14 days of the date the notice is deemed received by you under clause 32 ("Notices"). If you do not do so you will be deemed to have accepted the change(s). If you give us notice that you object, then the changes will not be binding on you, but we may require you to close your Account as soon as reasonably practicable and/or restrict you to placing Trades and/or Orders to close your Open Positions.

18.2 如果您反对改变，您必须在 14 天通知期内通知我们，根据第 32 条条款（通知），将视为您已经收到了该通知。如果您没有这样做，那将视为您已经接受了这些变化。如果您通知了我们表示反对，那么这些变化对您就没有约束力，但是我们可以要求您尽快关闭您的账户和/或限制您开始交易和/或下订单以关闭头寸。

18.3 Subject to clause 18.2 the amendments or new terms made pursuant to this clause 18 will apply (including to all Open Positions and unexecuted Orders) from the effective date (which we will state) of the change specified in the notice.

18.3 根据第 18.2 条条款，对本协议的修订或新条款将从通知中规定的开始变化

的有效期（我们将说明）当天开始适用。

18.4 We may end this Agreement and close your Account at any time giving you 30 days written notice. This is in addition to any other rights to end this Agreement and/or close your Account which we may have.

18.4 我们可以随时终止本协议和关闭您的帐户，并对您进行 30 天的书面通知。这是除了我们可能拥有的其它权利外的终止本协议和/或关闭您的帐户的权利。

18.5 You may also end the Agreement and/or close your Account at any time, in whole or in part, by giving us written notice. Your Account will be closed as soon as reasonably practicable after we receive notice, all Open Positions are closed, all Orders cancelled and all of your obligations discharged.

18.5 您也可以采用书面形式通知的形式，随时全部或部分终止本协议和/或随时关闭您的帐户。在我们收到您的通知后将尽快地被关闭您的账户、所有的敞口头寸、取消所有的订单、解除您的所有义务。

18.6 Where either you or we close your Account and/or end this Agreement under this clause 18, we reserve the Open Positions.

18.6 根据第 18 条条款，无论是您自己还是我们关闭的您的帐户，和/或终止的本协议，我们都无权拒绝您继续进行那些可能导致您进一步持有敞口头寸的交易或订单。

18.7 If, after a period of 6 years, there has been no movement or trading on your Account, you have a positive Account balance and we have been unable to trace you after reasonable enquiry, we may decide to close your account and the money will be retained by us. If however you contact us at a later date we will repay the balance to you upon the provision of evidence as to the validity of your claim.

18.7 如果在 6 年的期间内您的帐户一直没有任何交易，而且您的帐户仍有余额，那么我们尽力查询后仍无法联系上您的话，我们可以决定关闭您的帐户，这笔钱将由我们保存。然而，如果您在以后联系我们并提供与您的申索相关的有效证据条款，我们将偿还该余额给您。