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市场

Terms and Conditions
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One Financial Markets is the trading name of C B Financial Services Ltd, a company registered in England with company number 6050593.

One Financial Markets is authorised and regulated by the Financial Conduct Authority in the UK (under firm reference number 466201) and the Financial Services Board in South Africa (with FSP number 45784).

TERMS AND CONDITIONS

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 subject to the Financial Ombudsman Service; further details of which are set out in section 13 below. Our registered office address is 20 Savile Row, London, W1S 3PR, 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 Best 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 when we receive your correctly completed application form and identification documents.
- 1.4 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.
- 1.5 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 We may buy and sell investments on your behalf but do not have any discretion to do so without your prior consent. We will not provide you with any investment advice of any nature. We will execute transactions on your behalf solely on the basis that we will not provide you with any advice whatsoever on the merits of the transaction or its suitability for you. 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 We will act as principal except that where we enter into transactions with you via our Direct Market Access (‘DMA’) service we will act as agent. We will provide best execution as required by FCA rules.
- 2.3 We will execute your orders in accordance with our Best Execution Policy which is available on our website or on request. Our Best 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.
- 2.4 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 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.
- 2.5 You understand and accept that bid/offer spreads can and do widen from time to time and that the spreads in our trading quotes may not reflect those given as examples in any brochures, website or promotional materials. 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.
- 2.6 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.

- 2.7 Statements will be available in your ONE | Account portal on days in which the account has been active. 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.
- 2.8 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 we may, at our absolute discretion and without consultation to you, place zero stop orders to prevent your account going into overdraft.
- 2.9 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 loss-making trade(s) or any credit or other limit placed on your account.
- 2.10 Where your account goes into overdraft, you will provide additional funds to bring the account back into credit. 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.
- 2.11 We may deal on your behalf in the following investments:
- (a) Contracts for Difference
 - (b) Rolling Spot Foreign Exchange
 - (c) Spread Bets
- 2.12 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.
- 2.13 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.
- 2.14 We may hedge your trades either through OTC contracts or exchange traded contracts. In all cases, since we are not a member of any exchange, those contracts will be traded against their market counterparties who in turn may trade directly against the exchange(s).
- 2.15 Where you ask for a quote in an exchange traded instrument (e.g. financial futures) you will be advised from which exchange and by which counterparty the price for that instrument is being received. The main exchanges from which such prices may be quoted are:
- CBOT, CME, COMMEX, EUREX, EURONEXT, HFE, LIFFE, ICE, MIL, MFM, MSE, NYMEX, ICE, NYSE, OML, OBX, OSE, SFE & TSE

3. Commission and Charges

- 3.1 Any commission charges applied to your account will be advised to you before entering into any contract under this Agreement. This will also be itemised separately on your account statement. Commission rates will be those prevailing at the time commissions are charged and may be changed from time to time.
- 3.2 In the event commission is charged, when you close an open position, you will incur a commission payable at the rate as confirmed previously to you.
- 3.3 We will provide you with details of the total price to be paid by you in connection with a transaction including all related fees, commissions, charges and expenses payable via ourselves, or if an exact price cannot be indicated, the basis for the calculation of the total price.
- 3.4 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.
- 3.5 You will be advised of any other costs relating to the transaction that may arise that are not paid through or imposed by us.
- 3.6 We may rebate to third parties all or part of the commissions that are charged to you and undertake to provide you with further details on request. We may also have arrangements for spread-based rebates to third party introducing agents and undertake to provide you with further details on request.

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 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 You are responsible at all times for maintaining adequate margin in your account and you may not rely solely on us to monitor your account or advise you of the requirement to deposit funds. We will not be responsible for the reduction in margin received compared to the amount of margin sent, due to the deduction of bank or intermediary charges in transit. If you fail to provide margin to us in the required time, we may, without prejudice to any other rights or remedies available to us, exercise our rights under paragraphs 5.4 and 5.5 below.
- 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
 - (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 You agree that we may cease to treat your money as client money in the following circumstances:

- (a) In the event you are a Retail Client with a balance of 25 pounds sterling (or equivalent) or less and there has been no activity on your account (notwithstanding any payments or receipts or charges, interest or similar items) for more than six years and we have taken reasonable steps to contact you;
- (b) In the event you are a Professional Client with a balance of 100 pounds sterling (or equivalent) or less and there has been no activity on your account (notwithstanding any payments or receipts or charges, interest or similar items) for more than six years and we have taken reasonable steps to contact you;
- (c) In the event that there has been no activity on your account (notwithstanding any payments or receipts or charges, interest or similar items) for more than six years and we have taken reasonable steps to contact you.

Reasonable steps include attempting to contact you at least twice via post, email or telephone and giving 28 days notice of our intention.

Money no longer treated as client money as a result of the above will be transferred to a registered charity of our choice and we undertake to make good any valid claim against balances that were released from being treated as client money, upon the provision by you of information to evidence the validity of your claim.

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, 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.
- 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 otherwise than via our DMA service, we will act as principal and that whilst we will, in good faith, execute your order at a level that might have been achieved on the underlying market, it may not always be possible to determine unequivocally what that level may have been.

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. Data Protection, Disclosure of Information and Record Retention

- 10.1 We are registered with the Information Commissioners Office and for the purpose of data protection legislation, as amended from time to time, you agree that we and our associates may process personal data relating to you (using computer systems or otherwise) in carrying out our duties under this Agreement.
- 10.2 We have certain responsibilities under English law and the FCA rules to verify the identity of clients and may need to make certain enquiries and obtain certain information from you for that purpose. To do this we may make electronic checks from third party reference agencies; we may also ask you to submit original or appropriately verified copies of documents of which we require sight in order to process your application. As a customer of ours, all information received about you will be retained and held as private and confidential.
- 10.3 You confirm that all information you supply will be accurate and you consent to us passing on such information as we consider necessary to comply with any legal or regulatory requirements.
- 10.4 We have associated companies within our group. You agree that we may disclose information about you to any associated company for any purpose. We, and our associates, will hold all the information you provide on computer for administration, marketing and risks assessment purposes. We may also disclose your personal information to third party credit reference agencies in order to search their files. Such credit reference agencies will record the search. In order to provide you with the best possible service we will share your information with all our associated companies. You consent to your personal information being used in this manner. If you do not wish your information to be used for marketing purposes, please inform us.
- 10.5 The information held about you is confidential and will not be used for any purpose except as stated in this Agreement. Information of a confidential nature will be treated as such provided it is not already in the public domain. Information of a confidential nature will only be disclosed outside our group of companies, in the following circumstances:
- (a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over us (or any respective associate);
 - (b) to investigate or prevent fraud or other illegal activity;
 - (c) to any third party in connection with the provision of services to you by us;
 - (d) for purposes ancillary to the provision of services or the administration of your account, including, without limitation, for the purpose of credit enquiries or assessments; or
 - (e) if it is in the public interest to disclose such information; or
 - (f) at your request or with your consent.
- 10.6 You will be consenting to the transmittal of your data outside of the EU/EEA for the purposes outlined in 10.4 above.
- 10.7 We will not be bound to delete any records where requested by you unless required to do so by applicable law or regulation.
- 10.8 Under the Data Protection Act 1998 and in order to facilitate our communications with you and our administration of your affairs, you consent to the recording of relevant personal information on the firm's computer system and when necessary disclosing such information to third parties in carrying out your instructions. We will supply to you at your request, on payment of a fee, a copy of the data relating to you and will provide you with a description of the data and the purposes for which it is processed, and with details of the source of the data and any potential recipients of the data. In the first instance, you should direct any such request to us. You should let us know if you think any information held about you is inaccurate, so that it may be corrected.
- 10.9 In accordance with the legal and regulatory requirements, we will retain your records for a minimum period of six years following the termination of any relationship between you and us. This period may be extended by force of law, regulatory requirement or any agreement between you and us.

11. Complaints and Compensation

- 11.1 All complaints should be directed in the first instance to:

Complaints
One Financial Markets
20 Savile Row
London
W1S 3PR
United Kingdom

or compliance@ofmarkets.com

- 11.2 We will try to resolve your issue as quickly as possible, but in any event will acknowledge receipt of your written complaint promptly. The acknowledgment will include a full copy of our internal complaints handling procedure. Upon resolution of your complaint, we will send you a final response letter, which sets out the nature of that resolution and any applicable remedy. If, for any reason, you are dissatisfied with the final response, please note that you are entitled to refer your complaint to the Financial Ombudsman Service. Information about how to do this will be provided in the final response.
- 11.3 We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered and the maximum compensation is £50,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

12. Amendment

- 12.1 We reserve the right to alter the terms of this Agreement on reasonable notice to you. We will only make changes for valid reasons, including, but not limited to:
- (a) making the Agreement clearer or more favourable to you;
 - (b) reflecting legitimate changes in the cost of providing the service to you;
 - (c) reflecting a change of applicable regulation, law or market practice;
 - (d) reflecting changes to systems, services or changes in technology and products; or
 - (e) if it becomes difficult or impossible for us to perform our obligations under this Agreement.
- 12.2 Any amendment to this Agreement under paragraph 12.1(a) or (c) may take effect immediately or otherwise as we may specify.
- 12.3 Any amendment to this Agreement under paragraph 12.1(b), (d) or (e) may take effect on not less than 30 days notice to you.
- 12.4 If you object to any amendments to this Agreement, you may terminate the Agreement under section 15. You will not be liable to pay us any additional charges for such termination.

13. Force Majeure

- 13.1 We may, at our sole discretion and in our reasonable opinion, declare a Force Majeure Event due to any exceptional market conditions, emergency, disaster or uncontrollable event including but not limited to: any major loss of power or connectivity; any declaration, explicit or implicit, of war or conflict; any suspension, cessation or extreme movement in or of any market whether temporary or extended; any suspension or cessation of business of any financial institution whether temporary or extended; any act of violence or terrorism; any immediate anticipation of the above or similar events.
- 13.2 We may, at our sole discretion and in our reasonable opinion having determined a Force Majeure Event has occurred: suspend or vary our terms of trading without notice to you or close any open positions you may hold where we may reasonably believe such closure would be in your best interests.

14. Limitation of Liability and Indemnity

- 14.1 Unless caused by our fraud, wilful default or negligence, neither we nor any associated company nor any employee will be liable to you for any loss, liabilities, claims, losses, awards, proceedings and costs suffered or incurred by you in connection with the services we provide to you as set out in this Agreement. In no event shall we be liable for any loss of profit, loss of business or indirect or consequential loss.
- 14.2 Neither we nor any associated company nor any employee will have any liability to you if we do not act on your instructions or are unable to provide any service under this Agreement as a result of some factor that is beyond our reasonable control (for example, act of God, failure of computer or related systems, failure of market systems or failure of any third party to provide any service to which this Agreement relates).
- 14.3 Nothing in this Agreement is intended to have the effect of excluding any liability to you which by law or FCA rules cannot be excluded.
- 14.4 Unless caused by our fraud, negligence or wilful default, you will upon demand indemnify us, our associated companies and their employees against any costs, damages, losses or liabilities however arising by reason of or in connection with any action taken, or any transaction entered into, by us under this Agreement.

15. Termination and Notices

- 15.1 Either you or we may terminate this Agreement by written notice effective on receipt. Termination will not affect any legal rights or obligation which may have accrued. 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 by bank transfer no later than five business days after this Agreement terminates.
- 15.2 We reserve the right to terminate this Agreement in the event of any abuse of the services provided hereunder, any abuse towards our staff or agents, or for any reason as may be deemed reasonable and appropriate by us in respect of our legal and regulatory obligations. We further reserve the right to suspend this Agreement pending review of our possible subsequent termination and without prior notice to you under such circumstances.
- 15.3 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.
- 15.4 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 seven days written notice; such notice shall be provided by email and to the email address provided by you at the time of opening your account. You hereby acknowledge that any open positions will be closed on termination in accordance with this Agreement.
- 15.5 We reserve the right to refuse to accept an application for an account from you without any requirement on our part to provide a reason for such refusal.

16. Governing Law and Miscellaneous Terms

- 16.1 This Agreement is governed in all respects by English law. You agree to submit to the exclusive jurisdiction of the English courts in the case of any dispute or claim which may arise out of or in connection with this Agreement.
- 16.2 This Agreement sets out all of the terms and conditions relating to the provision of our services to you, subject to any subsequent amendments that may be notified. It supersedes any terms of business previously agreed between you and us.
- 16.3 Each contract and any other transaction entered into between us and you under this Agreement constitutes a single agreement between you and us.
- 16.4 You will keep secure at all times any information relating to your account, especially in respect of any passwords and account numbers. You may not hold us responsible for any breach of your account security except where it may be proven to have been a clear failure on our part. Neither you nor we shall disclose information in respect of your account to any party unless required from time to time by any regulatory, legal or judicial body.
- 16.5 You hereby warrant that you are not in breach of any law, regulation, rule, registration, licence or permit which may be required to be obtained or respected by you. You further warrant that all the information provided by you to us is complete and accurate.
- 16.6 All communications with us should be in English. Any communications which are contractually binding shall be those communicated to us in English. We may provide documents translated into other languages from time to time, which shall be for information purposes only.
- 16.7 You hereby consent to:
- us recording any telephone conversations or other communications between you and us;
 - us communicating with you by telephone, letter, fax, text or email as we may deem most appropriate at the time of communication;
 - us contacting you at any time whatsoever and by any of the means listed here;
 - advise us immediately of any change in your contact details or any change in your personal circumstances which we might reasonably consider to affect the services provided to you.

条款与条件

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) 授权并受其监管。本公司的FCA登记参考号为466201。本公司亦受英国金融申诉专员规限; 相关的进一步详情列于以下第13节。本公司的注册办公地点为20 Savile Row, London, W1S 3PR, 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) 最佳执行政策;
- (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 归类

除非我们另有同意, 否则, 我们将您归为FCA规则下的零售委托人。该归类向您提供FCA规则下最高水平的保护。您有权申请其它归类, 但是, 如果我们同意您的申请, 您将会丧失某些FCA规则保护。在某些情况下, 我们可能希望对您重新归类, 但是, 如果这样做, 我们会清楚地解释这对您的权利有何影响。

1.5 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 我们将作为当事方行事, 除非是我们通过直接市场准入 (‘DMA’) 与您达成交易, 在这种情况下我们将作为代理人行事。

2.3 我们将按照最佳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。我们的最佳执行政策将被视为纳入到本协议中, 并且您在与我们打交道时会被视为同意该政策。

2.4 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/或它们的客户所报和交易的价格相同或不一样。作为我们的委托人, 您在此接受您不可以对您在我们的账户依赖其它公司所报的价格, 并且我们保留调低任何报价或者拒绝受任何合约约束的权利, 包括因为操纵报价机制或我们的服务而引起的, 尽管我们承诺随时向您提供清楚公平的服务。

2.5 您理解并接受买入/卖出价差确实会不时地扩大, 我们的交易报价的价差可能不会反映在任何宣传册、网站或促销材料中作为例子给出的价差。您进一步理解并接受价差可能会无限制变大, 交易结算时所报的价差可能不同于交易建立时所报的价差。

2.6 我们无义务在已经关闭或者我们因为异常市场条件而可以合理拒绝报价的市场作出报价, 并且我们保留完全酌情限制任何报价的交易规模的权利。

2.7 账户活跃的时候, 在您的ONE | Account门户上会提供对账单。您有责任核对您的对账单并在三 (3) 个营业日内告知我们任何您有异议的项目。除了对账单有明显错误的, 我们将认为对账单及其内容是最终的, 除非我们在规定的时限内收到了您的相反通知。

2.8 我们会向您提供让您可以管理您的账户的服务和设施。管理交易头寸是您的责任, 我们对您未能作出适当安排以有效地管理您的账户概不负责。如果您的未结头寸需要增加保证金, 而您没有作出适当的安排, 那么, 我们可以在不与您商量的情况下完全酌情下达零止损委托单, 以防止您的账户出现透支。

- 2.9 您理解并接受向您提供之服务的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的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。
- 2.10 如果您的账户出现透支，您将会向账户提供额外资金。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。
- 2.11 我们可以代表您交易下列投资：
- (a) 差价合约
 - (b) 滚动即期外汇
 - (c) 点差交易
- 2.12 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。
- 2.13 执行场所
除非在交易时有相反规定，否则，我们向您提供属于非交易所交易（‘场外合约’）的产品和服务并按第3.2段规定与您交易。
- 2.14 我们可能会通过场外合约或交易所交易合约对冲您的交易。在这些情况下，因为我们不是任何交易所的会员，这些合约将与市场对手方交易，而后者可能会直接与交易所交易。
- 2.15 在您要求提供交易所交易之衍生工具（例如金融期货）的报价时，您会被告知该衍生工具的价格来自哪个交易所以及报给了哪个对手方。可能会报这些价格的主要交易所包括：

CBOT, CME, COMMEX, EUREX, EURONEXT, HFE, LIFFE, ICE, MIL, MFM, MSE, NYMEX, ICE, NYSE, OML, OBX, OSE, SFE & TSE

3. 佣金和收费

- 3.1 对您的账户应用的任何佣金收费将会根据本协议达成任何合约之前告知您。这也会在您的账户对账单上单独列出。佣金费率是收取佣金时的通行费率，可能会不时发生变化。
- 3.2 如果收取了佣金，在您结算未结头寸时，会发生按之前向您确认之费率计算的应付佣金。
- 3.3 我们会向您提供有关某项交易应付之总价的详情，包括通过我们应付的所有相关费用、佣金、收费和开支，或者如果无法给出确切的价格，告知总价的计算依据。
- 3.4 如果总价的任何部分要以不属于您的交易账户基础货币的其它货币支付或者是该其它货币的金额，那么，您将会被告知涉及的该其它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。
- 3.5 您会被告知有关交易而可能出现但不是通过我们支付或不是有我们施加的任何其它成本。
- 3.6 我们可能会向第三方返还向您收取的全部或部分佣金并承诺在收到请求后向您提供进一步的详情。我们也可能有向第三方介绍代理人作出价差返利的安排并承诺在收到请求后向您提供进一步的详情。

4. 重大利益和利益冲突

- 4.1 我们或与我们有关联的另一家公司或个人可能不时会有涉及我们代表您进行交易之投资的重大利益。但我们的员工或合作伙伴需要就此等利益冲突或重大利益对您公平对待。即使有任何此等利益，如果我们有向您披露我们的利益，我们仍可代表您进行交易。如果您对我们在有重大利益或利益冲突时代表您进行交易有异议，您应通过compliance@ofmarkets.com书面告知我们的合规专员。除非有这样告知，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，如果我们撮合您的交易和另一个客户的交易或者如果我们作为当事方为我们自己的账户与您进行交易，我们不需要向您作出任何事先特定披露。
- 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打交道时存在的任何利益冲突，详细信息可以在我们的网站上获得，或者可向我们索取。

5. 保证金安排

- 5.1 要建立头寸，您需要通过保证金的形式向我们付款。我们网站上的市场库（Market Library）页面上规定了各衍生工具所需的保证金金额。
- 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 您有责任随时在账户中维持足够的保证金并且您不得完全依赖我们监控您的账户或告知您存入资金的要求。对于由于银行扣款或汇款途中的中间收费导致收到的保证金低于汇出的金额，我们概不负责。如果您未能在规定的时间内向我们提供保证金，在不影响我们享有的任何其它权利或补救的情况下，我们可以行使在以下第5.4和5.5段中规定的权利。
- 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（或我们使用的代理）负有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) 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，我们对您不承担任何责任。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持有。这意味着委托人资金作为共同资金池的一部分而持有，所以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。
- 6.2 您同意在下列情况下我们可以不将您的资金视为委托人资金：

- (a) 如果您是零售委托人，您的账户余额为25英镑（或同等价值）或更少并且您的账户超过六年没有任何活动（尽管有任何付款或收款或收费、利息或类似项目）并且我们已采取合理的措施联系您；
- (b) 如果您是专业委托人，您的账户余额为100英镑（或同等价值）或更少并且您的账户超过六年没有任何活动（尽管有任何付款或收款或收费、利息或类似项目）并且我们已采取合理的措施联系您；
- (c) 如果您的账户超过六年没有任何活动（尽管有任何付款或收款或收费、利息或类似项目）并且我们已采取合理的措施联系您。

合理的措施包括至少两次试图通过邮件、电邮或电话联系您以及提前28天通知我们的意图。

因为上述原因不再被视为委托人资金的资金将会被转到我们选择的登记慈善机构，我们承诺在您提供了证明申索有效性的信息后将补偿对不再被视为委托人资金之余额的任何有效申索。

- 6.3 我们不会对我们可能为您持有的委托人资金支付任何利息。

7. 指示

- 7.1 您完全负责对您的账户进行的交易。对于您招致的任何损失，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。我们不负责由于任何第三方的欺诈、失败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职责、权利、服务、义务或对您的账户的权限，我们不负责您未能遵守这项要求的行为。

- 7.2 我们可以依赖于我们认为由您发出的或者有权代表您向我们作出指示的某人发出并且我们善意接受的任何指示并视其为有约束力。
- 7.3 我们可以口头或书面以及通过互联网接受您的指示。但是，我们可以完全酌情要求口头给出的任何指示以书面形式加以确认。我们可以口头或书面告知收到了您的指示。
- 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：
(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，您或代表您发出的任何指示和沟通的风险由您承担，您授权我们依赖于我们善意认为是由您或我们善意地认为经由您通过我们的有限委托书适当授权之任何代理人或中介代表您给出的任何指示（无论是否为书面形式）行事并视其经充分授权并对您有约束力，除非我们收到了相反的书面通知，无论对任何该等代理人或中介的授权是否已被终止。
- 7.7 如果我们判定您下达的任何交易明显超出通行市场价格，致使交易可能被视为非市场价格交易，我们有权拒绝接受该等交易，无论是由于明显的人为错误还是过期/不正确/损坏的价格输送。如果我们知晓价格差异之前建立或结算了交易，我们可以自行决定是将交易视为无效还是按通行市场价格接受交易并且将情况告知您。
- 7.8 我们会监控您可用之头寸的总金额。
- 7.9 我们可以酌情拒绝接受您的进一步委托单或者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自动进行，但请记住，在一些情况下，当市场快速变动时，我们的报价在您的委托单实际执行时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，您可以在我们报价之前或市场报价达到或超过规定的价位之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 如果您在止损委托单或限价委托单的价位到达之前取消有止损委托单或限价委托单的任何交易或部分交易，那么，要是您不想该委托单继续保持有效，您也必须确保取消止损委托单或限价委托单。
- 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是一旦我们的报价或相关市场报价达到或超过止损委托单或限价委托单的价位即为您达成新交易的指示。
- 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 您确认了解如果不是通过我们的DMA服务向我们下达委托单，我们将作为当事方行事，以及虽然我们会善意地按在标的市场可以达成的价位执行您的委托单，但可能无法总是能明确价位。

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会有几秒钟的时间，这几秒钟内市场可能发生了变动，实施您的委托单时的价值可能不同于您在电脑上发起委托单时的价值；
- 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 您完全负责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；
- 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. 数据保护、信息披露和记录留存

- 10.1 我们有在英国信息专员办公室登记，就数据保护立法（经不时修订）而言，您同意我们和我们的合作伙伴在履行我们在本协议下的职责时可以处理有关您的个人数据（使用计算机系统或以其它方式）。
- 10.2 根据英格兰法律和FAC规则我们有核实委托人身份的若干责任，可能需要为此目的作出某些询问和向您获取某些信息。为此，我们可能会向第三方征信机构进行电子校验；我们也可能要求您提交我们要看到的文件的原件或经适当核实的复印件，以便处理您的申请。作为我们的客户，关于您的所有信息都将作为私人保密信息而留存和保管。
- 10.3 您确认您所提供的信息都是准确的，并且您同意必要时，我们在任何法定或监管要求下，转移这些信息。
- 10.4 我们在集团内部有关联公司。您同意我们可以出于任何目的向任何关联公司披露有关您的信息。我们以及我们的合作伙伴将在电脑上保管您提供的所有信息以供管理、营销和风险评估。我们也可能向第三方征信机构披露您的个人信息以便搜索它们的文件。这些征信机构将会记录搜索。为了向您提供尽可能最好的服务，我们会与我们的所有关联公司分享您的信息。您同意您的个人信息以这种方式被使用。如果您不希望您的信息被用于营销目的，请告知我们。
- 10.5 持有的关于您的信息属于保密信息，不会用于除本协议所述之外的任何目的。保密性质的信息在尚未进入公共领域时才会被视为保密信息。保密性质的信息只有在下列情况下才会在我们的公司集团之外披露：
 - (a) 法律有要求或者如果对我们（或任何相关的合作伙伴）有控制权或管辖权的任何监管当局或交易所提出请求；
 - (b) 为了调查或预防欺诈或其它违法活动；
 - (c) 向与我们向您提供服务有关的任何第三方披露；
 - (d) 出于辅助提供服务或管理您的账户的目的，包括但不限于出于信用查询或评估的目的；或
 - (e) 如果披露信息有利于公众利益；或
 - (f) 经您请求或同意。
- 10.6 您将会同意出于以上第10.4条中规定的目的将您的数据传输到欧盟/欧洲经济区以外。
- 10.7 我们无义务在您提出请求时删除任何记录，除非相关法律法规要求我们这么做。
- 10.8 根据英国《1998年数据保护法》，为了便于我们与您沟通以及我们管理您的事务，您同意在本公司的电脑系统上记录相关个人信息并在必要时向执行您的指示的第三方披露。经您请求，我们会在您支付费用后向您提供一份有关您的数据副本并向您提供一份数据描述以及处理这些数据的目的，同时附上数据来源的详情以及数据的潜在接收方。首先，您应将任何此等请求发给我们。如果您认为持有的关于您的任何信息不准确，您应该告知我们以便更正。
- 10.9 按照法定和监管要求，我们将在您和我们之间的关系终止后至少六年内保留您的记录。该期限可以通过运用法律、监管要求或者您和我们之间的协议进行延长。

11. 投诉和赔偿

11.1 所有投诉应首先发给：

Complaints
One Financial Markets
20 Savile Row
London
W1S 3PR
United Kingdom (英国, 伦敦)

或 compliance@ofmarkets.com

11.2 我们努力尽快解决您的问题，但在任何情况下都会及时确认收到您书面投诉。确认函将包括一份我们完整的内部投诉处理程序。您的投诉解决后，我们会向您发送一封最终答复函，列明投诉解决的性质以及任何适用的补救。如果出于任何原因您对最终答复不满意，请注意，您有权将您的投诉提交给英国金融申诉专员。最终答复函中含有关于如何提交的信息。

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) 使协议更明确或更有利于您；
- (b) 反映向您提供服务之成本的合理变化；
- (c) 反映适用规定、法律或市场实践的变化；
- (d) 反映系统、服务的编号或者技术和产品的编号；或
- (e) 如果我们难以或无法履行本协议下的义务。

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30天通知您之后生效。

12.4 如果您对本协议的任何修订有异议，您可以根据第15节终止协议。您无需为该等终止而向我们支付任何额外费用。

13. 不可抗力

13.1 如果有合理的理由，我们可以自行决定宣布由于任何异常市场状况、紧急事件、灾难或不可控制事件而发生了不可抗力事件，包括但不限于：任何重大的停电或断网；宣布战争或冲突，无论是明示还是暗示宣布；任何市场暂停、中断或极端变动，无论是暂时的还是长时间的；任何金融机构的业务暂停或中断，无论是暂时的还是长时间的；任何暴力或恐怖行为；预期即将发生任何上述或类似事件。

13.2 如果有合理的理由确定发生了不可抗力事件，我们可以自行决定：在不通知您的情况下暂停或变更我们的交易条款，或者如果我们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. 责任限制和赔偿

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 您或我们均可通过书面通知终止本协议（收到即生效）。终止不会影响可能已经产生的任何法定权利或义务。您确认，协议一旦终止，我们可以按照第7.5段规定清算任何未完成合约。终止时您账户中的余额将在本协议终止后不超过五个营业日通过银行转账付还给您。

15.2 如果发生任何滥用根据本协议提供之服务、滥用我们的工作人员或代理人的情况，或者有关我们的法定和监管义务出于我们认为合理和适当的任何原因，我们保留终止本协议的权利。我们进一步保留暂停本协议以待评估后续可能终止的权利，在这些情况下恕不事先通知您。

15.3 根据本节给出的任何通知必须采用书面形式，除非是亲自递交，否则必须通过传真、电子邮件或一等邮资预付邮件（如果跨国，采用航空邮件）发送。给我们的任何通知必须发送到我们的地址或电子邮件地址，给您的任何通知必须发送到您最后告知我们的地址或电子邮件地址。如果您或我们想要更改通信地址，各方必须至少提前七（7）个日历天书面通知对方新地址。按本段规定发送的通知，如果是传真，在发送时视为已适当作出；如果是亲自递送，在递送时视为已适当作出；如果是在同一个国家寄出的信函，在邮寄后两天视为已适当作出；如果是国际信函，在邮寄后五天视为已适当作出，前提是给我们的通知，如果是邮寄的，在我们实际收到时才生效。在上述各种情况下，在接收地点的非营业日或营业时段后收到的通知视为在该地点的下一个营业日作出。

15.4 如果我们可能视为合理，我们保留出于任何原因自行决定终止您的账户的权利，但须至少提前七天书面通知；该通知应通过电子邮件发送到您在开户时提供的电子邮件地址。您在此确认，任何未结头寸将在按照本协议终止时结算。

15.5 我们保留拒绝接受您的账户申请的权利，而我们无需就该等拒绝提供理由。

16. 管辖法律和其它条款

16.1 本协议在所有方面受英格兰法律管辖。如果出现因为本协议或与之有关的任何争议或索赔，您同意接受英格兰法院的排他性司法管辖。

16.2 本协议规定了有关向您提供我们的服务的所有条款和条件，但须受可能会通知的任何后续修订规限。本协议取代您和我们之间先前商定的任何业务条款。

16.3 我们和您之间根据本协议达成的各份合约和任何其它交易构成您和我们之间的单份协议。

16.4 您将始终妥善保管有关您的账户的任何信息，尤其是任何密码和账号。您不得让我们负责您的账户安全的任何漏洞，除非可以证明我们有明显的失职。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的任何电话谈话或其它沟通进行录音；
- 我们可以通过您在沟通时我们可能认为最合适的电话、信函、传真、文本或电子邮件等形式与您沟通；
- 我们可以随时通过在这里列出的任何方式联系您；
- 立即告知我们您的联系方式变动或者可能会影响我们向您提供之服务的您的个人情况变动。