

**TERMS AND CONDITIONS OF BUSINESS RELATING TO FOREIGN EXCHANGE and  
CONTRACTS FOR DIFFERENCES (EXECUTION-ONLY)**

**外汇与价差合约商业条款及条件（仅作执行）**

**1. Introductory**

**引序**

1.1. These Terms of Business govern all actions in respect of the execution of the Customer' s Instructions.

本交易条款规定了在执行用户指令时的条款。

1.2. These Terms of Business specify:

本交易条款如下:

a) principles of opening/closing positions and placing/modifying/deleting/executing Orders under Normal and Abnormal Market Conditions;

在正常市场条件及非正常市场条件下开仓、平仓、删除或更改订单的条款;

b) the Dealer' s actions in respect of the Customer' s Open Positions in case the Margin Level on the Trading Account is insufficient to support Open Positions;

经纪商在用户已建仓位中保证金不足情况下的相关操作;

c) procedures of Disputes resolution and the methods of communication between the Customer and the Dealer.

处理有争议情况的条款以及用户和经纪商之间的交流方式。

1.3. These Terms of Business, the Customer Agreement and the Risk Acknowledgment and Disclosure shall govern all the Customer' s Transactions and should be read carefully by the Customer.

本《交易条款》、《用户合同》和《风险披露》规定用户所达成的条款。用户应该认真地阅读这些文件。

**2. General terms**

**一般条款**

**Execution of Customer and instructions**

**执行用户指令**

2.1. The procedure for handling the Customer' s Instructions given via the Client Terminal is:

通过用户终端的用户指令的执行过程:

a) the Customer prepares an Instruction and the Client Terminal checks if it is valid;

用户终端检查用户指令的正确性;

b) the Client Terminal sends the Instruction to the Server;

用户终端向服务器发送用户指令;

c) if the connection between the Client Terminal and the Server has not been disrupted, the Server receives the Instruction and starts the process of verification;

若用户终端与服务器连接正常,服务器接收到来自用户终端的信息并检查用户指令的正确性;

d) the Customer' s valid Instruction is placed in the queue and sorted by arrival time (first in-first out) and the "Order is accepted" status appears in the «Order» window in the Client Terminal;

用户的正确指令将按照接收时间的先后顺序排队执行订单状态在窗口中显示为“订单被

接受”;

e) as soon as a dealer is ready to handle a new Instruction the dealer takes the first Instruction from the queue and processes it and the «Order is in process» status appears in the "Order" window in the Client Terminal;

经纪商将执行排队位置最先的订单，其他订单此时窗口会显示“请等待”;

f) the Server receives from the dealer the result of the Customer's Instruction execution process;

服务器接受来自经纪商的关于用户指令的过程;

g) the Server sends to the Client Terminal the result of the Customer's Instruction execution process;

服务器将经纪商处理的用户订单的结果发送至用户终端;

h) the result of the Instructive is received by the Client Terminal if the connection between the Client Terminal and the Server has not been disrupted.

若用户终端与服务器连接正常，用户终端会及时接收到来自服务器的信息。

2.2. The Customer has the right to cancel a previously given Request or Instruction only if the request or the Instruction has the «Order is accepted» status. In order to cancel it, the Customer should press the «Cancel order» button. The Customer cannot cancel Instruction given by an Adviser.

用户可以在其订单状态为“订单被接收”的情况下取消尚未成立的订单。取消订单须按“取消”键。用户无法取消由智能交易提供的指令。

2.3. If the Instruction or the Request is being processed by a dealer and its status is «Order is in process», the Customer has no right to cancel it.

用户无权在其订单状态为“请等待”的情况下取消已下的订单。

2.4. The amount of time a dealer needs to execute the Instruction or the Request depends on the quality of the connection between the Client Terminal and the Server, as well as on the market conditions. Under Normal Market Conditions, the Customer's Instructions or Requests are usually executed within 1-5 seconds. Abnormal Market Conditions can cause delays in the process of execution of about 30-40 seconds or more. The standby time for each Instruction or Request which has been placed in the queue in order to be executed has a limit of 3 (three) minutes at the time of the release of these Terms of Business. If during this period of time the Request or the instruction has not been received by a dealer, it is deemed to be irrelevant and automatically deleted.

用户订单的执行时间与用户终端和服务器之间的连接质量有关也与市场状况有关。在正常市场条件下用户订单的执行时间一般为一至五秒。在非正常市场条件下用户订单的执行时间一般为三十至四十秒以上。已被接受的订单等待时间最长为三分钟。若在两分钟内用户订单未交予经纪商，那么该订单将被从订单队列中自动删除。

2.5. In the circumstances listed below, the Dealer may decline an Instruction or a Request of the customer.

在下列情况中经纪商有权拒绝接受用户订单:

a) if the Instruction precedes the first Quote in the Trading Platform on the Market Opening;

在市场刚开盘时，用户在开市后的第一个报价尚未出现在交易平台时就下单;

b) under Abnormal Market Conditions;

在非正常市场情况下;

c) if the Customer has recently made an unreasonable number of Requests such as to

place/delete and/or modify orders in comparison with the number of Transactions;

在同一时间内用户发送下单的请求次数超出所达成交易的数目;

d) if the Customer's Free Margin is less than Initial Margin.

用户的可用保证金少于初始保证金。

In all of the above cases one of the following messages appears in the Client Terminal: «Off quotes»; «Not Enough-money»; «Trade is disabled».

在出现上列情况下，用户终端窗口上显示“无报价”、“资金不够”、“禁止进行交易”。

## Transactions

### 交易

2.6. The Ask price is used to make a «buy» Transaction. The Bid price is used to make a «sell» Transaction.

用户建多仓时按“买”价，用户建空仓时按“卖”价。

a) The Ask price is used to open a Long Position. The Bid price is used to open a Short Position.

建多仓时按照“买”价，建空仓时按照“卖”价。

b) The Bid price is used to close a Long Position. The Ask price is used to close a Short Position.

平多仓时按照“卖”价，平空仓时按照“买”价。

## Rollovers

### 隔夜掉期

2.7. All open positions that stay open between 23:59:45 to 23:59:59 (Trading Platform Time Zone) will be subject to rollover.

按照交易平台的时间，若用户尚有未平仓位那么从 23:59:45 至 23:59:59 的时间段内在账户结算隔夜掉期值。

## Spreads

### 价差

2.8. Under Normal Market Conditions the Dealer maintains fixed Spreads specified in the Contract Specifications.

在正常市场条件下公司按《交易产品》的规定维持差价水平不变。

2.9. Spread may be widened:

差价可在下列情况下扩大:

a) for all the Customers under Force Majeure Event;

在突发情况下所有用户都会遇到;

b) for any particular Customer if the Customer has recently made an unreasonable number of Requests;

针对个别用户要求;

c) for all clients after 7 calendar days prior notice;

差价对所有的用户扩大时，差价的更改信息将提前七个日历日公布;

d) for any order above the normal market volume for this instrument, specified in the Contract Specification.

在客户任何请求超过在《交易产品》中列出的金融工具的正常数量的情况下。

## **Leverage**

### **杠杆**

2.10. The leverage size depends on the balance of the trading account and on the aggregate open position according to the Company's website/Margin Requirements Section.

杠杆倍数的大小取决于交易账户中的余额和全部开立的仓位。更详细的信息请见我们网站上的《保证金率》的一栏。

2.11. Company is entitled to change the leverage size of a trading account:

公司有权力更改杠杆率的大小:

a) for all the Customers with 7 (seven) days prior notice;

公司以 7 天提前通知给所有用户;

b) individually for a Customer without prior notice in case of emergency situation;

在意外的情况下, 无需提前通知, 公司有权更改各个客户的杠杆倍数;

c) for all the Customers without prior notice in case of force manure.

在不可抗力的情况下, 无需提前通知, 公司有权更改客户杠杆倍数。

2.12. The Company is entitled to apply p.2.11 to the new positions and to the positions which have already been opened.

公司有权力对刚刚开立的仓位和对已经开立的仓位以第 2.11 项进行操作。

## **Quotes Base synchronization**

### **报价同步化**

2.13. In case of unforeseen break in the Quotes Flow caused by software or hardware failure, the dealer has the right to synchronize the Quotes Base on the real/live Server with other sources. Such sources are listed below in order of priority:

在出现一些不可预见的因素致使报价流中断时公司有权为真实用户提供其它报价。其它报价的来源为:

a) Quotes Base on the Real Account Server of a different type;

真实账户的报价;

b) Quotes Base on the demo Server;

模拟账户的报价;

c) any other Quotes sources.

其它可靠的报价来源。

## **3. Open a position**

### **建仓**

3.1. In order to give an Instruction to open a position the Customer shall specify the following:

用户在发送建仓指令时必须注明:

a) Instrument;

工具名称;

b) Transaction Size.

交易数量。

3.2. In order to open a position via the Client Terminal without using an Adviser, the Customer shall press the «Buy» or «Sell» button the moment the Customer is satisfied with the prices in the Quotes Flow.

通过用户终端手动交易的情况下, 在用户对报价中的价格满意时, 用户按“买”键或者

“卖”键来建仓。

3.3. In order to open a position via the Client Terminal using an Adviser, the Instruction must be generated at the current Quote.

通过用户终端用智能交易系统交易时以即时报价来建仓。

### **Processing and execution of Instructions to open a position**

#### **建仓指令的执行过程**

3.4. Once the Server has received the Customer' s Instruction to open a position, it automatically checks if the Free Margin is sufficient to open the position:

服务器受到用户关于建仓的指令后，立即自动检查其账户内可用资金的情况：

a) a new position is added conditionally to the list of open positions;

新订单会在交易栏处出现；

b) new Necessary Margin («New Margin») for the cumulative Customer' s position, including conditionally added new position, is calculated at the current market prices at the moment of verification

在进行核对时按照实时报价对所有未平仓位包括假设加上的新仓位进行保证金结算；

c) all Floating Profits/Losses for all Open Positions, including the conditionally added new Position, are calculated at the current market prices;

清算账户中的可用保证金，按照实时报价对所有未平仓位包括假设加上的新仓位进行利润，损失结算；

d) «Free Margin» is calculated as follows 13 ;

《可用保证金》按以下方式被计算；

e) if the above mentioned calculations for the new position have been done and:

如果上述情况已经计算了的话，那么：

- «Free Margin» is more or equal to zero. And the total Customer position including conditionally added New position does not exceed preset limits specified for this type of account. Then the position is opened. The process of opening the position is followed by the relevant record in the Server Log-File;

- “可用保证金”多于或等于零。用户所未平仓的数量包括假设加的新的仓位不超过对这种账户设置的限制之后，仓位将为开设的状态。服务器记录中则记下相应的记录；

- «Free Margin» is less than zero, then a dealer has the right to decline the instruction to open the position.

- “可用保证金”小于零，经纪商有权拒绝为用户建立相应仓位。

3.5. The Dealer has the right to re-quote if the current Quote changes whilst a dealer processes a Customer' s Request or Instruction. In this case the "Re-quote" window will be enabled 15. If the Customer is satisfied with the new price, the Customer shall press the «OK» button within 3 seconds, while the Quote is valid. In this case the Instruction is sent to the Server again and the Server starts the process of verification as set in clauses 2.2., 3.6., 3.7. If the Customer does not.

若在执行用户的建仓指令过程中报价产生变化，那么经纪商有权向用户提供新的报价。在这种情况下“重新报价”的窗口被激活。若愿以新报价建仓的用户应在三秒钟内按相应的键。在此情况下指令再发送至服务器及根据第 2.1 款、第 3.1 款、第 3.2 款开始检查指令的正确性。若超出时限，则被视为用户放弃交易。

3.6. An Instruction to open a position shall be deemed executed and the position shall be deemed open once the relevant record appears in the Server-log-File

在服务器记录后用户订单和用户所建仓位视为生效。

3.7. In the Trading Platform each Open Position has a Ticker.

每个所建仓位都有唯一对应的定单。

3.8. An Instruction to open a Position is declined by a Dealer if it precedes the first Quote for this instrument in the Trading Platform on the Market Opening. In this case the «Off quotes» message appears in the Client Terminal Window.

若用户在用户平台尚未出现开市后的第一个报价时就下单建仓,那么经纪商将不执行此操作此时用户终端显示“无报价”。

#### 4. Close a position

##### 平仓

4.1. In order to give an Instruction to close a position, the Customer shall specify the following:

用户在发送平仓指令时必须注明:

a) Ticker;

欲平仓位的定单;

b) Transaction Size.

合约量。

4.2. In order to close a position via the Client Terminal without using an Adviser, the Customer shall press the «Close» button at the moment when the Customer is satisfied with the Quote in the Quotes Flow.

通过用户终端手动交易,用户对报价中的价格满意时,用户按“平仓”键来平仓。

4.3. In order to close a position via the Client Terminal using an Adviser, the Instruction to close a position must be generated at the current Quote.

通过用户终端的智能交易功能交易,以实时报价来平仓。

#### Processing and execution of Instructions to close a position

##### 平仓指令的执行过程

4.4. The Dealer has the right to re-quote if the current Quote changes whilst a dealer processes a Customer's Request or Instruction. In this case there quote window will be enabled<sup>17</sup>. If the Customer is satisfied with the new price, the Customer shall press the «OK» button within 3 seconds, while the quote is valid. In this case the Instruction is sent to the Server again and the Server starts the process of verification as set in clauses 2.2., 4.6. If the customer does not press the «OK» button within 3seconds, the Quote becomes invalid and it will be considered that the Customer refuses to close a position.

若在执行用户的平仓指令过程中报价产生变化,那么经纪商有权向用户提供新的平仓报价。在此情况下“订单”窗口的“重新报价”的窗口被弹出。如果客户同意以重新提供的报价平仓,那么其需要在三秒之内按相关的键。在这种情况下指令再发送至服务器及服务器根据第 2.1,4.4 条开始检查指令的正确性。若超出时限则被视为用户放弃交易。

4.5. An Instruction to close a position is deemed executed and the position is deemed closed once the relevant record appears in the Server Log-File.

用户订单和已平仓位在被记录于服务器记录后视为生效。

4.6. An Instruction to close a position is declined by the Dealer if the Instruction precedes the first quote for this Instrument in the Trading Platform on the Market Opening. In this case the «Off quotes» message appears in the Client Terminal window.

若用户在用户平台尚未出现开市后的第一个报价时就下单平仓,那么经纪商将不执行此操作,此时用户终端显示“无报价”。

4.7. An Instruction to close a position is declined by the Dealer if this request proceeds to the Dealer when the Stop Loss or the Take Profit for this position is in the Queue in order to be executed. In this case the «Off quotes» message appears in the client Terminal window.

若在用户下平仓指令的同时,对同一定单的“获利”或“止损”单在操作进程中。那么经纪商将拒绝执行该平仓指令。用户终端将显示“无报价”。

## 5. Pending Orders

### 挂单交易订单

#### Pending Orders in the trading platform

#### 交易平台中的挂单交易类型

5.1. In order to open a position the following Orders (Pending Orders) may be used:

通过挂单交易可实现在某一部位执行交易:

a) «Buy Stop» - an Order to open a Long Position at the price higher than the price at the moment of placing

the Order;

«Buy Stop» - 可在高于当前价格处挂多单;

b) «Sell Stop» - an Order to open a Short Position at the price lower than the price at the moment of placing the Order;

«Sell Stop» - 可在低于当前价格处挂空单;

c) «Buy Limit» - an Order to open a Long Position at the price lower than the price at the moment of placing the Order;

«Buy Limit» - 可在低于当前价格处挂多单;

d) «Sell Limit» - an Order to open a Short Position at the price higher than the price at the moment of placing the Order.

«Sell Limit» - 可在高于当前价格处挂空单。

5.2. In order to close a position the following Orders may be used:

以下指令设置可以用于平仓:

a) «Stop Loss» - an Order to close a previously opened position at the price less profitable for the Customer than the price at the moment of a placing the order;

«Stop Loss» - 在不利于用户已建仓位的方向上平仓;

b) «Take Profit» - an Order to close a previously opened position at the price more profitable for the Customer than the price at the moment of placing the Order;

«Take Profit» - 在利于用户已建仓位的方向上平仓;

c) «If-Done Order» - Stop Loss and/or Take Profit which are activated once the Pending Order they are related to has been executed.

«If-Done Order» - 只有在完成某个条件后挂单的“止损”或“获利”指令才生效。

#### When and for how long Orders can be placed

#### 挂单的时间与时效

5.3. The Customer may place, modify or delete Orders only within trading hours for the relevant Instrument.

只有在交易时间段内,用户才能挂单和对挂单做删除或修改。

5.4. Pending Orders on the Instruments, which are traded 24 hours a day, The expiry date and time can be set by the Customer in the «Expiry» field.

对于全天 24 交易的挂单，用户可以在“到期日”栏中自己填写挂单失效时间。

5.5. Pending Orders on the Instruments, which are not traded 24 hours a day, have «Day Order» status and will be deleted at the end of a trading session.

对于设定期限的挂单，逾期未成交的将被删除。

### **The procedure for placing an Order**

#### **挂单处理过程**

5.6. In order to give an Instruction to place a Pending Order, the Customer shall specify the following required parameters:

用户在下单时必须注明以下参数：

a) Instrument;

商品类型；

b) Transaction Size;

交易数量；

c) Order type («Buy Stop», «Buy Limit», «Sell Stop», or «Sell Limit»);

挂单类型( “Buy Stop ” , “ Buy Limit ” , “ Sell Stop ” , “ Sell Limit ” ) ;

d) Order Level.

挂单执行价位。

In addition the Customer may indicate the following optional parameters:

以下参数为挂单的补充条件：

a) level of «Stop Loss». «0.0000» means that«Stop Loss» is not placed (or it is deleted if it has already been placed);

挂单中的“止损”值为“0.0000 ”意味着用户未下止损位或者原设的止损位已被取消；

b) level of «Take Profit». «0.0000» means that«Take Profit» is not placed (or it is deleted if it has already been placed);

挂单中的“获利”值为“0.0000 ”意味着用户未下获利点或者原先的获利点已被取消；

c) expires date and time when the Pending Order.

挂单过期的日期与时间。

#### **The Instruction will be declined if:**

##### **若出现以下条件用户挂单不予接受**

a) any of the required parameters is not specified or is incorrect;

用户未完整地或错误地填写了挂单中必须注明的参数；

b) any of the optional parameters is incorrect;

用户错误地填写了挂单中的补充参数；

c) In this case, the «Invalid S/L or T/P» error message appears if the Orders are placed via the Client Terminal without using an Adviser;

通过用户终端手动交易，用户在下单时，用户终端上将显示“止损或获利价错误”；

d) if the Customer’ s Trading Account has limits in respect of the total number of order sand Customer’ s Instruction exceeds these limits, the " Trade is disabled " message will appear when the Customer tries to place appending order in the Client Terminal without using an Adviser.

若用户在使用对下订单数量有限制的账户时发送超出此限制的请求，那么在无使用智能



交易功能的情况下用户终端上显示“禁止进行交易”。

5.7. While giving an Instruction to place «Stop Loss» and/or «Take Profit» Orders on opened position or Pending Order, the difference in pips/points between the «Stop Loss», «Take Profit» or the Pending Order level and the current market price must not be less than the "Limit & Stop Levels" parameter indicated for each Instrument in the contract Specifications, and the following conditions must be met:

在即将挂单或者在已建仓位中下“止损”和“获利”的单子时，挂单与实时市场价格之差不能小于"Limit & Stop Levels"的标准。同时用户应该执行以下的条件：

a) for the «Stop Loss» Order on the Short Position the current market price is the Ask price and the Order must not be placed lower than the Ask price plus the "Limit & Stop Levels" parameter indicated for this Instrument;

对于在已建的空仓中下“止损”设定时，市价为实时报价中的买价，止损价应高于下单时的市价；

b) for the «Take Profit» Order on the Short Position the current market price is the Ask price and the Order must not be placed higher than the Ask price minus the "Limit & Stop Levels" parameter set for this Instrument;

对于在已建的空仓中下“获利”设定时，市价为实时报价中的买价，止损价应低于下单时的市价；

c) for the «Stop Loss» Order on the Long Position the current market price is the Bid price and the Order must not be placed higher than the Bid price minus the "Limit & Stop Levels" parameter set for this Instrument;

对于在已建的多仓中下“止损”设定，市价为实时报价中的卖价，止损价应低于下单时的市价减去设置的"Limit & Stop Levels"的标准；

d) for the «Take Profit» Order on the Long Position the current market price is the Bid price and the Order must not be placed lower than the Bid price plus the "Limit & Stop Levels" parameter set for this Instrument;

对于在已建的多仓中下“获利”设定，市价为实时报价中的卖价，止损价应高于下单时的市价加上设置的"Limit & Stop Levels"的标准；

e) for the «Buy Limit» Order the current market price is the Ask price and the Order must not be placed higher than the Ask price minus the "Limit & Stop Levels" parameter set for this Instrument;

对于挂单“Buy Limit”，市价为实时报价中的买价，“Buy Limit”委托价应低于下单时的市价减设置的"Limit & Stop Levels"的标准；

f) for the «Buy Stop» Order the current market price is the Ask price and the Order must not be placed lower than the Ask price plus the "Limit & Stop Levels" parameter set for this instrument;

对于挂单“Buy Stop”，市价为实时报价中的买价，“Buy Stop”委托价应高于下单时的市价加设置的"Limit & Stop Levels"的标准；

g) for the «Sell Limit» Order the current market price is the Bid price and the Order must not be placed lower than the Bid price plus the "Limit & Stop Levels" parameter set for this Instrument;

对于挂单“Sell Limit”市价为实时报价中的卖价“Sell Limit”委托价应高于下单时的市价；

h) for the «Sell Stop» Order the current market price is the Bid price and the Order must not be placed higher than the Bid price minus the "Limit & Stop Levels" parameter set for this Instrument.

对于挂单“Sell Stop”市价为实时报价中的卖价“Sell Stop”委托价应低于下单时的市价减对此工具设置的"Limit & Stop Levels"的参数。

### **The procedure of modifying and deleting an Order**

#### **更改和删除单子**

5.8. If the Customer gives an Instruction to modify Pending Order parameters (the level of the Pending Order and/or «If-Done» Orders), the Customer shall specify the following:

用户在更改挂单和订单的价位和相应“获利”、“止损”的价位时必须注明:

a) Ticker;

定单;

b) Pending Order level;

价位;

c) level of «Stop Loss»; «0.0000» means that «Stop Loss» is not placed (or it is deleted if it has already been placed);

“止损”值为“0.0000”意味着用户未下止损单或者原设的止损单已被取消;

d) level of «Take Profit»; «0.0000» means that «Take Profit» is not placed (or it is deleted if it has already been placed).

“获利”值为“0.0000”意味着用户未下获利单或者原先的获利单已被取消。

5.9. If the Customer gives an instruction to modify «Stop Loss» and «Take Profit» orders on the Open Position the Customer shall specify the following parameters:

若用户欲修改已建的仓位中的“止损”和“获利”时必须注明:

a) Ticker;

定单;

b) Pending Order level;

价位;

c) level of «Stop Loss»; «0.0000» means that «Stop Loss» is not placed (or it is deleted if it has already been placed);

“止损”值为“0.0000”意味着用户未下止损单或者原设的止损单已被取消;

d) level of «Take Profit»; «0.0000» means that «Take Profit» is not placed (or it is deleted if it has already been placed).

“获利”值为“0.0000”意味着用户未下获利单或者原先的获利单已被取消。

5.10. When the Customer gives an Instruction to delete a Pending Order, the Customer shall specify its Ticker.

用户在删除单子时应注明定单。

5.11. An Instruction to modify or delete an Order is deemed executed and the Order is deemed modified or deleted once the relevant record appears in the Server Log-File.

用户更改或删除单子导致的变动在记入服务器记录时视为有效。

5.12. An Instruction to modify or delete an Order will be declined by the Dealer if it precedes the first quote for this Instrument in the Trading Platform on the Market Opening. In this case the «Off quotes» message appears in the Client Terminal window.

若用户在用户平台尚未出现开市后的第一个报价时就更改或删除了单子,那么经纪商将

不执行此操作。此时用户终端显示“无报价”。

## 6. Stop out

### 止损离场

6.1. The Dealer is entitled to close the Customers Open Positions without the consent of the Customer or any prior notice if the Equity is 70% or less of the Necessary Margin.

当用户帐户中净值低于保证金比例百分之七十时,经纪商有权无提前通知或者客户同意强制地为用户平仓。

6.2. Margin Level is monitored by the Server and subject to clause 6.1 the Server generates the Stop Out Instruction to close a position without prior consent. Stop Out is executed at the current Quote following the priority of the queue. Once the position has been closed the relevant record appears in the Server Log-File with the «Stop Out» remark.

服务器控制着帐户的状况,并在出现本条第一款的情况下按照实时市场价格强制为用户平仓,并在服务器记录中记载下该强制平仓的历史。

6.3. If the Customer has several Open Positions, the first position which has to be placed in the queue in order to be compulsorily closed is the one with the highest Floating Loss.

在强制平仓时,先关闭浮动损失最大的仓位。

6.4. If a Stop Out execution has resulted in the negative equity of the Customer's Trading Account will be compensated so as to bring Equity to \$0.

若在经纪商强制为用户平仓后,用户帐户内的保证金比例为负.那么经纪商将补偿用户,使其的保证金比例补偿至零。

## 7. Communications

### 沟通

7.1. In order to communicate with the Customer the Dealer may use:

经纪商可以通过以下方式同用户联系:

a) Trading Platform internal mail;

用户终端内的邮箱;

b) email;

电子邮件;

c) facsimile transmission;

传真;

d) telephone;

电话;

e) post;

邮政通信;

f) Flintstones website.

公司网站。

7.2. Any communications sent to the Customer(documents, notices, confirmations, statements etc.) are deemed received:

在以下情况下,来自经纪商或公司的通知被视作已被用户收到:

a) if sent by email, within one hour after emailing it;

在向用户的电子邮箱发送通知一个小时以后;

b) if sent by Trading Platform internal mail, immediately after sending it;

在立即向用户终端内的邮箱发送通知后;

c) if sent by fax at the completion of transmission;

在立即向用户发送传真后;

d) if by telephone, then once the telephone conversation has been finished;

在立即电话通告用户后;

e) if sent by post, seven calendar days after posting it;

在向用户的邮政通信地址发送信件形式的通知七个日历日后;

f) in an hour after the news is published in the gaff online website in “Company News”

Menu section.

在网站中的“公司新闻”栏中出现该通知后。

7.3. The Customer shall notify the Dealer immediately of any change in the Customer's contact details.

若用户的联系方式有变动，用户应告知公司有效的联系方式。

7.4. Transactions of the Customer will be confirmed by email on the next business day after the execution. If the Customer has a reason to believe that the confirmation is inconsistent or if the customer does not receive any confirmation(though the Transaction was made), the Customer shall contact the Compliance Department In accordance with clause 8.

用户完成了任何操作行为，在下一个工作日，公司将发送确认函 confirmation 至用户的电子邮件箱内。若用户在该确认函内发现了错误，或者没有收到该函件，尽管用户已完成了某交易。那么用户应按照本规则第 8 条的规定，向公司的意见处理部发送用户意见。

7.5. On the first day of each month the Dealer will send by email a statement which includes all transactions during the previous month.

在每个月的第一天，公司向用户电子邮件箱内发送总结，其为对上个月的所有交易的记录。

7.6. The Dealer is authorized, without any additional agreements with the Customer, to act in accordance with facsimile instructions made by the Customer or on the Customer's behalf by authorized person.

经纪商有权在未与用户签订其它补充合同的条件下，按照用户或其全权代表发送至公司的传真内容进行相应操作。

7.7. The following instructions are not accepted by fax:

对于以下内容的传真不予执行:

a) to open/close a position;

开仓、平仓;

b) to place, delete or modify an Order.

下单、更改或删除挂单。

7.8. The Customer acknowledges that the page sprinted by Dealer's facsimile machines shall conclusiveness of such faxed instructions.

用户认同，用户收到来自经纪商的传真为确凿的证据。

7.9. The Customer acknowledges that any telephone conversation between the Customer and the Dealer may be recorded magnetically or electronically. The Customer further agrees that such recordings shall be and will remain the sole property of Dealer and constitute evidence of the Customer's Instructions.

用户认同公司可能会记录用户与公司的电话通话。该通话记录为公司财产且可以作为相关的证据。

## **8. The procedure of resolving disputable situations.**

### **用户争议处理规范**

#### **Complaint procedure**

#### **意见处理**

8.1. If any conflict situation arises when the customer reasonably believes that the Dealer as a result of any action or failure to act breaches one or more terms of these Terms of Business, the customer has the right to lodge a complaint with the Dealer as soon as reasonably practicable but in any case within two business days after the grievance has arisen.

若在用户确信由于经纪商违反了交易条件的任何内容时，出现争议性情况，那么用户有权在出现该情况后的两个工作日之内向公司投诉。

8.2. To file any complaint the Customer should complete a standard form in the Personal Area. A new complaint is assigned with a unique number (TID) and the Customer is advised of the status of the complaint via email, All complains filed in any other form (forum, email, telephone, fax etc).

提起投诉的客户应该在个人区域完整的标准形式。新的投诉被分配一个唯一的编号（TID）和客户的投诉建议通过电子邮件的状态，所有的抱怨在任何其他形式提出（论坛，电子邮件，电话，传真等）。

8.3. A complaint shall include:

用户意见内容应包含：

a) name and surname of the Customer (or company name if the Customer is a legal entity);

用户姓名或公司名称；

b) Customer's log in in the Trading Platform;

用户终端的用户名；

c) details of when the conflict first arose (date and time in the Trading Platform Time Zone);

争议性情况发生的时间；

d) Tickers of all disputable positions and/or pending Orders;

交易或挂单的定单；

e) description of the conflict situation supported by the reference to these Terms of business.

对争议性情况的描写。

8.4 The complaint must not include:

用户意见内容不应包含：

a) effective appraisal of the conflict situation;

对争议性情况的情绪；

b) offensive language;

有攻击性及侮辱性的语言；

c) uncontrolled vocabulary.

非标准语言。

8.5. The Dealer has the right to refuse a complaint if any of clauses 8.1, 8.2, 8.3 and 8.4 has been breached.

若违背了第8条第1款、第8条第2款、第8条第3款及第8条第4款的规定公司有权不受理用户意见。

#### **Server log-file**

## 服务器记录

8.6. The Server Log-File is the main information source in case of any Dispute. The Server Log-File has the absolute priority over other arguments including the Client Terminal Log-File31 .

服务器的历史记录为处理有争议性情况的依据。服务器记录比用户终端记录有优先考虑权。

8.7. If the Server Log-File has not recorded the relevant information the Customer refers to, the argument based on this reference may not be considered.

若在服务器记录中无关于某争议性情况的历史记录,那么公司不受理用户关于该争议的意见。

## Indemnification

### 赔偿

8.8. The Dealer may resolve all Disputes:

经纪商可以本人解决全部有争议的情况:

a) by crediting/debiting the customer's Trading Account;

经纪商从/ 向用户账户中注入/提取方式赔偿金额;

b) by reopening erroneously closed positions;

恢复错误的平仓;

c) by deleting erroneously opened positions or placed orders.

取消错误开仓或错误挂单。

The Dealer has the right to choose the method of Dispute resolution at its sole discretion as well as to choose one of the options described in clause 9.

经纪商有权自己选择争议情况解决的方式及有权选择在本则第9条中描述的方式。

Disputes not mentioned in these Terms of Business are resolved in accordance with the common market practice and at the sole discretion of the Dealer.

若发生在本则中没有描述的有争议的情况的话,那么经纪商有权按同类市场的经验来决定。

8.9. The Dealer shall not be liable to the Customer if for any reason the Customer has received less profit than had hoped for or has incurred a loss as a result of uncompleted action which the Customer had intended to complete.

若用户因各种原因未能完成某项操作,经纪商将对用户不给予补偿。

8.10. The Dealer shall not indemnify the Customer in respect of implied/indirect or any non-financial damage (emotional distress etc.).

经纪商对用户不进行精神损失赔偿。

8.11. The Compliance Department shall consider Customer's complaint as soon as reasonably practicable but in any case within three Business Days after the grievance has arisen. The Customer will receive a confirmation email generated by the automatic mail tracking system.

公司的意见处理部在尽可能短的时间内处理用户投诉并发送信件至用户电子邮箱,以告知用户其意见正在处理中。处理时间最长为三个工作日。

8.12. The Dealer takes all necessary actions in respect of the complaint with accordance to clauses 8.8, 8.9, 8.10 immediately after the decision is made but in any case within one business day.

若公司认为经纪商应向用户赔偿，那么经纪商根据第 8.8、8.9、8.10 款将在审定后的一个工作日内向用户的交易账户内增加交易资金。

### **Refusal of complaint**

#### **拒绝受理意见**

8.13. Complaints made in respect of any execute Instructions or Requests which are given during routine construction on the Server, if the Customer has been notified in advance by trading Platform internal mail or some other way, are not accepted. The fact that the Customer has not received a notice shall not constitute the reason to lodge a complaint.

若因检修或其它原因导致服务器工作暂停，且在暂停期间用户的挂单或请求未被执行，那么关于此类挂单未执行的意见或者以在服务器工作暂停前公司已发送至用户终端邮箱内的通告用户未接收到的事实所构成的意见公司一律不予受理。

8.14. Complaints in respect of a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the contract for Difference, are not accepted.

在差价和约, CFD 中不受理关于交易或挂单执行价格与用户终端显示的价格有差异的意见。

8.15. No Customer complaints will be accepted in respect of the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (canceled by the Dealer afterwards) opened at an error Quote (Spike) or at a Quote received as a result of a Manifest Error of the dealer.

不受理关于取消以补充的可用保证金进行交易的结果，这补充可用的保证金由于以无市报价或以经纪商错误地发送的报价进行有利的交易，此交易将被经纪商取消出现在交易者帐户中。

8.16. In respect of all arising Disputes any references by the Customer to the Quotes of other companies or informational systems will not be taken into account.

用户通过其它渠道获取的报价无效。

### **9. Typical disputes and the procedures of the resolutions**

#### **典型纠纷及其处理方式**

9.1. The Dealer has the right to initiate the process of Dispute resolution. In this case the Dealer should make a decision and take all necessary actions within one Business Day after the dispute has arisen.

根据本规则经纪商有权自行开始受理用户的意见。在此情况下，解决与处理纠纷方式应该在争议的情况出现之后一个工作日之内被通过。

### **Placement and modification of Orders**

#### **设置和修改订单**

9.2. Pending Orders are considered to be erroneously placed or modified in the following cases:

挂单错误地设置或修改情况如下：

a) if the Instruction precedes the first Quote for this Instrument in the Trading Platform on the Market Opening;

用户在交易平台尚未出现开市后的第一个报价时就发送了请求；

b) deletes the Pending Order if it has not triggered yet;

如果挂单还没有被执行的化，可以被删除；

c) deletes the position opened as a result of the pending Order execution.

如果经纪商已执行挂单的话，那么其有权取消相关的仓位。

### **Pending Order deleting**

#### **删除挂单**

9.3. If the Pending Order is placed in the queue in order to be executed, but a dealer has executed . The instruction to cancel the Pending Order, then the dealer has the right to delete the Order.

若某挂单处于执行队列中，但是经纪商执行对此挂单的取消指令，那么经纪商有权删除此挂单。

9.4. If the Server Log-File has recorded the Customer's attempt(s) to delete the Pending Order, but the Order has not been canceled:

如果服务器 Log-File 记录了用户企图取消挂单，但是用户无法删除此挂单原因为以下：

a) because a dealer has not executed the Customer's Instruction to delete the Pending Order;

经纪商没有执行用户取消挂单的指令；

b) as a result of a Manifest Error;

出现了明显的错误；

c) because the Pending Order has been placed in the queue in order to be executed at an Error Quote (Spike);

挂单无市场报价；

d) because of the failure, malfunction or misuse of the Trading Platform software/hardware; or 交易平台的工作不正常；

e) because of poor Internet connection either on the side of the Customer or the Dealer or both, 用户或经纪商的电脑与网络连接不稳定；

9.5. No complaints are accepted if the Customer is not able to delete the Pending Order:

公司不受理关于用户无法取消挂单的意见在如下情况下：

a) before the first Quote for this Instrument appears in the Trading Platform on the Market Opening;

若用户在用户平台尚未出现开市后的第一个报价时就发送了请求；

b) after the Pending Order has been placed in the queue in order to be executed;

若挂单已处于执行队列中；

c) when there are no records in the Server Log-File to prove the Customer's attempt(s) to give such Instruction.

在服务器记录上没有什么记录可确认用户发送这种的指令。

9.6. If the Pending Order has been deleted by mistake:

若挂单被疏忽取消，可能的原因如下：

a) because of the failure, malfunction or misuse of the Trading Platform software/hardware.

交易平台不正常。

### **The procedure of placing, modifying and deleting Stop Loss and Take Profit**

#### **设置/修改/删除“损失”和“获利”的过程**

9.7. If a «Stop Loss» or a «Take Profit» was place din the queue in order to be executed, but a dealer erroneously confirmed its modification (deletion), the Dealer has the right to execute this



Order at the level set prior to this erroneous modification(deletion).

若“止损”或“获利”设定已处于执行队列中，但经纪商疏忽地修改，删除这些挂单，那么经纪商有权按疏忽修改，删除前的价位执行此挂单。

9.8. No complaints are accepted if the Customer is not able to place, modify or delete a «Stop Loss» or a «Take Profit»:

如果用户由于以下的原因无法设置修改或删除“止损”或“获利”的挂单，那么公司不受理这种的意见：

a) because the Internet connection is poor either on the side of the Customer or the dealer or both and the Server Log-File has no records to prove the Customer's attempt(s) to give such Instruction;

用户或经纪商或双方的电脑与网络连接不正常和服务器没有什么记录可确认用户发送这样的指令；

b) if the Instruction precedes the first Quote for this Instrument in the Trading Platform on the Market Opening;

用户在用户平台尚未出现开市后的第一个报价时就发送了请求；

c) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware and the Server Log-File has no records to prove the Customer's attempt(s) to give such Instruction.

交易平台工作不正常和服务器没有什么记录可确认用户发送这种的指令。

9.9. No complaints are accepted if the Customer was not able to modify or delete a «Stop Loss» or a «Take Profit», if the Order has been placed in the queue in order to be executed.

若用户在挂单已处于执行队列中时无法修改或删除“止损”或“获利”的挂单,那么公司不受理这种的意见。

9.10. If the dealer has not executed the Instruction to place, modify or delete a «Stop Loss» or a «Take Profit»:

经纪商没有执行用户设置/修改或删除“止损”和“获利”挂单的指令是由以下原因引起的：

a) because of poor Internet connection either on the side of the Customer or the Dealer or both;

由于用户或经纪商或双方电脑与网络连接不正常；

b) as a result of a Manifest Error;

由于出现了明显错误；

c) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware

由于交易平台工作不正常。

### **Execution of Stop Loss and Take Profit**

#### **“止损”和“获利”的执行**

9.11. If a dealer error executes a Stop Loss or a Take Profit:

若经纪商错误的执行“止损”或“获利”位，可能原因如下：

a) at an Error Quote;

以错误的报价；

b) because of failure, malfunction or misuse of the Trading Platform software/hardware

由于交易平台工作正常。

### **Stop Out execution**

## 执行“止损离场”

### 9.12. If a dealer error executes a Stop Out:

若经纪商疏忽地执行“止损离场”单:

- a) at an Error Quote;  
以错误地报价执行单;
- b) because of failure, malfunction or misuse of the Trading Platform software.

由于交易平台的工作不正常。

While the Dispute remains opened the Dealer has the right to trigger the Stop Loss or the Take Profit in the chronological order in which they would have been triggered if the Stop Out had not been executed.

在意见被受理时经纪商有权按原来的顺序执行“止损”和“获利”的挂单。

## Opening/closing a position

### 开仓/平仓

### 9.13. No complaints are accepted if the Customer is not be able to open/close a position:

若用户由于以下的原因无法开仓/平仓, 那么公司不处理这样的纠纷:

- a) because of the poor Internet connection either on the side of the Customer or the dealer or both; and there are no records in the server Log-File to prove the Customer's attempt(s) to give such Instruction;

用户或经纪商或双方电脑与网络连接不正常和在服务器中没有什么记录可确认用户发送这种的指令;

- b) at an Error Quote;  
按错误的报价进行操作;

- c) if the Instruction precedes the first Quote for this Instrument in the Trading Platform on the Market Opening;

用户在用户平台尚未出现开市后的第一个报价时就发送了请求;

- d) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware and the Server Log-File has no records to prove the Customer's attempt(s) to give such Instruction.

交易平台工作不正常和服务器没有什么记录可确认用户发送这种的指令。

### 9.14 If the dealer has not executed the Instruction to open a position:

若经纪商没有执行用户的开仓指令原因如以下:

- a) because of poor Internet connection either on the side of the Customer or the Dealer or both;  
用户或经纪商或双方的电脑与网络连接不正常;
- b) as a result of a Manifest Error;

由于出现了明显错误;

- c) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware.

由于交易平台工作不正常。

The Customer acknowledges that the Dealer has the right not to notify the Customer that the Dispute has been resolved and the Instruction has been executed and the Customer accepts full responsibility for all the risks in this respect.

用户应该承认, 经纪商有权无通知用户关于已受理的意见和已执行的请求。在这种情况下用户本人承担所出现的后果。

While the Dispute remains opened the Dealer has the right to trigger the Stop Loss or the Take Profit in the chronological order in which it would have been triggered if the Customer's

Instruction would have been executed at the time it was received by the Server.

公司在受理用户的意见时，经纪商有权按原来的顺序执行“止损”或“获利”指令。

**9.15 If the dealer has not executed the Instruction to close a position:**

若经纪商由以下的原因没有执行用户平仓指令：

- a) because of poor Internet connection either on the side of the Customer or the Dealer or both;  
由于用户或经纪商或双方电脑与网络连接不正常；
- b) as a result of a Manifest Error;  
由于出现了明显错误；
- c) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware,  
由于交易平台工作不正常；

The Customer acknowledges that the Dealer has the right not to notify the Customer that the Dispute has been resolved and the Instruction has been executed and the Customer accepts full responsibility for all the risks in this respect.

用户应该承认，经纪商有权无通知用户关于已受理的意见和已执行的请求。在这种情况下用户本人承担所出现的后果。

**9.16. No complaints are accepted if the Customer is not able to open a position**

在如下情况下公司不受理关于用户无法开仓的投诉：

- a) because of the insufficient Free Margin required to open the position as a result of an Error Quote in the price flow at which Floating Profits/Losses for the Open Positions are calculated;  
由于在报价中出现了错误的报价和经纪商以此报价计算浮动利润/亏损显示可用保证金不足；
- b) due to the volume limit excess of the total Customer position and/or the total number of placed orders for this type of account.

由于用户仓位的总数量超出了限制或超过了这种账户的设置限制。

**9.17. The Dealer has the right to delete a position if:**

在如下情况下经纪商有权删除仓位：

- a) the Instruction to open the position precedes the first Quote in the Trading Platform on the Market Opening;

用户在用户平台尚未出现开市后的第一个报价时就发送了请求；

- b) a position is closed by mistake due to the failure, malfunction or misuse of the Trading Platform software / hardware.

由于交易平台工作不正常，经纪商疏忽地关闭仓位。

The Customer acknowledges that the Customer will not be able to manage the position while the dispute in respect of this position is being considered and no complaints in respect of this matter are accepted.

用户应该认同在公司受理其意见时，用户无法对这个仓位进行任何操作。

The Customer acknowledges that the Dealer has the right not to notify the Customer that the dispute has been resolved and the Instruction has been executed and the Customer takes full responsibility for all the risks in this respect.

用户应该认同，经纪商有权无通知用户关于已受理的意见和已执行的请求。在这种情况下用户本人承担所出现的后果。

## **10. Interpretation of Terms**

### **词语解释**

### 10.1. In these Terms of Business:

#### 在交易条件中

«Quotes Base» shall mean Quotes Flow information stored on the Server.

«报价库» 在服务器中存储的报价流的信息。

«Base Currency» shall mean the first currency in the currency pair against which the Customer buys

«基本货币» 货币对中的前者。用户通过对基本货币的买卖可以赚取报价货币之间的差值。

or sells the Quote currency.«Balance» shall mean the total financial result of all completed transactions and depositing/withdrawal operations on the Trading Account.

«余额» 在关闭所有仓位或者完成存入/取出资金操作后, 用户帐户内尚有的金额。

«Bar/Candle» shall mean a Chart element, which shows opening and closing prices, as well as lowest and highest prices for the definite period of time(for example, minute, 5 minutes, a day, a week).

«柱/蜡烛» 棒形图像中的元素包含有开盘价格、收盘价格、最高价格、最低价格等信息有一分钟、五分钟、一天等为时间单位图表。

«Fast Market» shall mean rapid movements on the market for the short period of time often causing price Gaps. Generally it may occur immediately before or after any important event such as:

«快速市场» 在某种商品市场上在很短的一段时间里价格或者汇率浮动很大。一般此情况在如下事件的出现前后发生:

a) releases of main macroeconomic indicator son global economies, which have great impact on the financial market;

公布了主要工业国家的经济指数;

b) central banks decisions on interest rates;

主要工业国家中央银行的利率政策变化;

c) press conferences and speeches of the central banks heads, heads of state, financial ministers and other significant announcements;

主要工业国家中央银行行长或财政部长的新闻发布会或公开言论;

d) interventions;

银行干预;

e) terror attacks;

大规模的恐怖事件;

f) natural disasters

自然灾害;

g) war or any other military actions;

战争或其它军事行为;

h) political

有影响力的政治突发事件;

i) any other similar events which influence price movements.

其它任何能对商品价格或汇率的走向有影响的事件。

«Quote currency» the second currency in the currency pair which can be bought or sold by the customer for the base currency.

«报价货币» 货币对中的后者。用户通过对基本货币的买卖可以赚取报价货币之间的差值。

«Currency pair» shall mean the object of transaction based on the change in the value of one

currency against the other.

«货币对» 交易的客体。货币对的前者为基本货币，后者为报价货币。

«Chart» shall mean the Quotes Flow in the form of a chart. For the period relevant for a Bar/Candle.

«图表» 以图表形式表示的报价。

«Dealer» shall mean the company the customer enters the Agreements into in respect of the legal basis of margin trading.

«经纪商» 与用户间有合同且为用户提供保证金交易服务的公司。

«Long position» shall mean a Buy position that appreciates in value if market prices increase. In respect of currency pairs: buying the base currency against the Quote currency.

«多仓» 买进某种商品。持有该商品也就持有其价格上升带来的相应利润。在货币对中建多仓即为买进基本货币相应的售出报价货币。

«Day Order» shall mean a Pending Order which is automatically deleted at the end of the trading session.

«当天挂单» 挂单在交易日结束时此挂单自动被取消。

«Request» shall the Customer's Order to the dealer given to obtain a Quote. Such Request shall not constitute an obligation to make a transaction.

«用户请求» 用户对公司发出要求公司为用户提供对某商品报价的行为。用户在请求后有权但无义务买进/卖出该商品。

«Instrument» shall mean any currency pair or contract for Difference.

«商品» 指货币对或者是差价和约。

«Account History» shall mean all completed transactions and depositing/withdrawal operation on the Trading Account.

«账户历史» 在账户中关于用户交易及资金存取的信息。

«Customer» shall mean a legal entity or an individual being a party to the Operative Agreements with the Dealer in respect of making transactions, subject to Margin Trading.

«用户» 与公司签订合同公司设有账户且进行保证金交易的企业或者个人。

«Customer Agreement» shall mean the agreement between the Dealer and the Customer, which together with the Terms of Business and the Risk Acknowledgment and Disclosure are defined as

«用户合同»意味着交易者与公司之间的协议。此协议与交易条件及风险告知一样规定交易者与用户之间进行交易的规则。

«Short position» shall mean a Sell position for any instrument in expectation of a price fall. For currency pairs: selling the base currency against the quote currency.

«空仓» 卖出某种商品。在货币对中建空仓即为卖出基本货币所相应的买进报价。

«Quoting» shall mean the process of providing the customer with the Quotes in order to make a transaction.

«即时报价» 向用户提供即时报价。

«Quote» shall mean the information of the current price for specific instrument, in the form of the Bid and Ask price.

«报价» 一种市场价格。其为某时间内,某一商品买入/卖出的价格。

«Leverage» shall mean ratio in respect of margin and transaction size: 1:1, 1:100, 1:200 ,1:400. e.g. the ratio 1:100 means that in order to make a deal the required amount on the trading Account is hundred times less Than transaction Size.

«杠杆» 交易资金与保证金的比值 1:1 、1:100、1:200、1:400 等。杠杆率 1:100 表示用户

只须投入一份资金就可以以一百份资金进行交易。

«Client Terminal Log-File» shall mean the file, which is created by the Client Terminal in order to record all the Customer's Requests and Instructions to the Dealer with accuracy to a second.

«用户记录» 用户终端记录的信息。其以精确到秒的程度记录了用户向经纪商作用户请求或用户委托的情况。

«Server Log-File» shall mean the file created by the server, which records accurately to a second all requests and Instructions, sent by the Customer to the Dealer as well as the results of their execution.

«服务器记录» 服务器记录的信息。其以精确到秒的程度记录了用户向经纪商作用户请求或用户委托情况以及结果。

«Matched positions» shall mean long and short positions of the same size opened on the Trading Account for the same Instrument<sup>39</sup>.

«锁仓» 在一个账户中所开设的买卖相同的商品单。

«Lot» shall mean an abstract notion of the number of shares, base currency, or other underlying asset in the Trading Platform.

«手» 在交易中引用的单位，抽象地表示了交易量的数目或者是货币对中基本交易单位。

«Maximum deviation» is a parameter expressed in pips/points set in the "Open/Close position" Window in the Client Terminal.

«最大的偏离» 以点来表示的参数此参数在“开仓/平仓”的“用户终端窗口”里被设置。

"Hedged margin" means assurance, required by dealer for matched positions opening and maintenance. It is noted in the Contract Specification for each Instrument.

«锁仓保证金» 用户在开设锁仓交易时须支付的金额。

«Margin Trading» shall mean leverage trading when the Customer may make transactions having far less funds on his Trading Account.

«保证金交易» 通过使用杠杆率进行的交易。用户只需支付一定的保证金就可支配数额巨大的资金进行交易。

«Initial margin» shall mean the margin required by the Dealer to cover open positions. The details for each Instrument are in the Contract Specifications.

«初始保证金» 用户在开仓时须支付的金额。

«Necessary margin» shall mean the margin required by the Dealer to maintain open positions. The details for each Instrument are specified in the Contract Specifications.

«所需保证金» 用户维持所建仓位须支付的保证金。

«Normal Market Conditions» shall mean the market where:

«正常市场条件» 如以下情况:

- a) there are no considerable breaks in the quotes Flow in the Trading Platform;  
报价无长时间中断;
- b) there is no fast price movement;  
价格无剧烈浮动;
- c) there is no large Price Gap.  
无大幅度价格缺口。

«Transaction size» shall mean a lot size multiplied by number of lots.

«交易数额» 交易中的手数与每手数量的乘积。

«Order» shall mean an Instruction of the Customer to the Dealer to open or close a position when the price reaches the level of the Order.

«订单» 订单 - 用户发给平台的命令, 要求平台在价格达到某个水平时为用户开仓/平仓。

«Open position»

在仓单。

«Market Opening» shall mean the time when the market opens after weekends, holidays or trading sessions time gaps.

«开市» - 金融市场在经过周末、假日或短暂休市后交易的重新开始。

«Pending Order» shall mean an instruction from the Customer to the Dealer to open a position once the price has reached the level of the Order.

«挂单» - 经纪商尚未执行的用户挂单, 其将在市场价格达到某个水平后由平台执行。

«Floating profit/loss» shall mean unrecorded profit/Loss on open positions at the current prices.

«浮动利润/损失» - 在尚未平仓的情况下, 由汇率/价格变动而引起的利润/损失的变化。

«Quotes Flow» shall mean the stream of prices in the Trading Platform for each Instrument.

«报价» 不断变化的商品价格。

«Instant Execution» shall mean the mechanism of providing Quotes to the Customer without prior request. The Customer may make a Transaction anytime as the Customer sees the Quotes Flow in real-time.

«即时执行» - 不须作用户申请即可以得到的报价。用户可根据所见到的经纪商即时报价立即作交易。

«Point»

«点» - 外汇交易使用的单位。

«Abnormal Market Conditions» shall mean Thin market or Fast market.

«非正常市场条件» - 指“快速市场”或“不活跃市场”。

«Free Margin» shall mean funds on the Trading Account, which may be used to open a position. It Is calculated as equity less Necessary Margin.

«可用保证金» - 用户帐户内的可用资金计算方法为可用保证金=余额 - 已用保证金。

«Server» shall mean the Meta Trader Server program of version 4. The program is used to execute the Customer's Instructions or Requests, to provide trading information in real-time mode (the content is defined by Dealer), in consideration of the mutual liabilities between the Customer and the dealer, subject to terms of these Terms of Business.

«服务器» - 用户终端 Meta Trader 4 的服务程序。该程序为用户提供即时市场信息、执行用户下单指令, 根据规则对经纪商和用户进行相互资金结算等。

«Adviser» shall mean an algorithm in the form of a program based on Meta Quotes Language 4, which is Used to control a Trading Account and give instructions and Requests to the Server via the Client Terminal.

«智能交易» - 以程序语言 Meta Quotes Language 4 编写的算法。其可控制帐户以及通过用户终端进行下单指令。

«Spread» shall mean the difference between Ask and Bid prices.

«差价» - 以点为单位表示的买价与卖价之间的差值。

«Ticker» shall mean the unique identity number assigned for each Open Position or Pending Order in the Trading Platform.

«定单» - 用户所建仓位或未成交委托所对应的唯一号码。

"Type of account" or "Account Type" shall mean trading account offered by the Dealer. Types of these accounts are specified on the "Our Services" Web page. The Customer chooses account type while applying for the account and it cannot be changed afterwards.

"账户类型" - 交易账户的条件。此账户的种类在我们网站的“账户类型”栏中被注明。在申请开户时用户选择账户的种类。请注意选择账户之后，用户无法改变此账户。

«Trading Account» shall mean the unique personified registration system of all completed transactions, open positions, orders and deposit/withdrawal transactions in the Trading Platform.

«交易账户» - 用户在公司开设的独立的户头。通过设立独自的账户，用户可以进行相关的操作。

"Force majeure" means events that could not be foreseen or prevented. Such as:

"不可抗力的情况" - 不能预见或防止的情况如

- a) act of nature; 自然灾害;
- b) war; 战争;
- c) terrorist attack; 恐怖行为;
- d) government acts and other legislative and executive government authorities actions; 政府的行为和执行、立法机构的行为;
- e) Computer Hacker attacks and other illegal actions in relation to Dealer. 黑客攻击和其他对经纪商的不合法的行为。

«Price gap» shall mean the following:

«价格缺口» - 为下列情况下会出现:

- a) current Quote Bid is higher than Ask of the previous Quote; 后一个报价中的卖价高于前一个报价中的买价;
- b) current Quote Ask is lower than Bid of the previous Quote. 后一个报价中的买价低于前一个报价中的卖价。

«Price Gap on the Market Opening» shall mean the following:

«开市价格缺口» - 为下列情况会出现:

- a) the first Bid of the trading session is higher than the last Ask price of the previous session; 开市第一个报价中的卖价高于前个交易时段最后一个报价中的买价;
- b) the first Ask of the current trading session is lower than the last Bid of the previous session.

开市第一个报价中的买价低于前个交易时段最后一个报价中的卖价。

«Ask» shall mean the higher price in the Quote. The price the Customer may buy at.

«买价» - 在报价中买的价格。用户只能按此价格买入。

«Bid» shall mean the lower price in the Quote. The price the Customer may sell at.

«卖价» - 在报价中卖的价格。用户只能按此价格卖出。

«Buy Limit» 限价买入

«Buy Stop» 止价买入

«CFD» shall mean a Contract for Difference. «CFD» 是差价和约。

«Equity» shall mean: balance + credit+ floating profit - floating loss.

«净值» - 用户账户资金的即时状况计算方法为: 净值=余额+浮动利润-浮动损失。

"Limit & Stop levels" shall mean the distance in pips/points between the order level and current price (pending order level).

«margin Level» shall mean the percentage equity to necessary margin ratio. It is calculated as(equity/margin)\*100%.

«保证金比例» - 用户帐户中净值对已用保证金的百分比例。

«Sell Limit» 限价卖出

«Sell Stop» 止价卖出



«Stop out» shall mean an Instruction to close the customer's Open Position without the consent of the Customer or any prior notice in case of insufficient funds required for maintaining Open Positions.

«止损离场» - 在用户保证金不足的情况下，服务器对用户所建仓位的强制平仓。

«Storage» shall mean the charge for the positions rollover overnight. Storage can be both positive And negative.

«隔夜掉期值» - 未结头寸至第二日所结算的费用。即可以为正，亦可以为负。

«Take Profit» «获利»

«Trailing Stop» «追踪止损»