



# Website Terms of Use

## 网站条款

29 April 2022

2022年4月29日

1. Easy Trading LCA Ltd (registration number 141412106) is a leading international provider of financial derivatives and related services. Dedicated to providing one-stop financial services for introduction service brokers, financial institutions, and banking institutions around the world.

Easy Trading LCA Ltd (注册编号141412106) 是一家领先的国际金融衍生品及相关服务供应商。竭诚为世界各地的介绍服务经纪商、金融以及银行机构提供一站式的金融服务。

Your access to and use of the Website is subject to these Website Terms of Use, our Client Agreement and any notices, disclaimers or other terms or statements contained on the Website (collectively referred as 'Terms of Use'). By using the Website, however accessed, you signify your agreement with and understanding of the following Terms of Use pertaining to both this site and any material at it.

你方在访问和使用网站时，应遵照本网站使用条款规定、我方客户协议以及网站中所列出的通知、免责声明或其它条款或声明要求（统称为‘使用条款’）。在访问使用本网站时，你方应表明同意并了解与本站点及其任何材料有关的下列使用条款规定。

## **I. Important Information about the Website**

关于网站的重要信息

1. The information contained on the Website is not guaranteed, is strictly for informational purposes only and subject to change at any time without notice. Your continued use of the site will constitute as an acceptance of the modified Terms of Use. The materials described on the Website may vary from time to time and may not always be available and may be restricted.

对网站中所含信息不做保证，仅限咨询目的，并在发生变化时，不预先通知。你方继续使用站点，将构成接受对使用条款的修改。网站中所述材料会不定期发生变更，并无法始终提供，并可能受到限制。

## **II. Visitor Responsibility**

访客责任

1. The information on the Website is not directed or intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. 不得向当地法律或条例禁止分发的国家或管辖区域内的人员分发本网站信息，或允许其使用。
2. The material in the Website is not to be construed as a recommendation; or an offer to acquire, buy or sell; or the solicitation of an offer to acquire, buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal. 不应将本网站中的材料解释为一种建议；或购并、买入或卖出的提议；或购并、买入或卖出任何证券、金融产品或产品的提议；或在将该类提议或交易策略视为非法的管辖区域内，参与任何特定交易策略。
3. There are legal requirements in various countries which may restrict the information which we are lawfully permitted to provide to you. Accordingly, unless expressly stated otherwise, the information on the Website is not intended for any person who is a resident of any country of the jurisdiction where such distribution or use would be contrary to local law or regulation. 对于我方合法向你方提供的信息，根据不同国家的法律要求，有时可能会受到限制。相应地，除另有明确说明外，不得向当地法律或条例禁止分发的国家或管辖区域内的人员分发本网站信息，或允许其使用。
4. It is the responsibility of visitors to this Website to ascertain the terms of and comply with any local law or regulation to which they are subject. In addition, you must be over 18 years of age to use the products and services we offer.

本网站访客应符合当地法律或条例规定。此外，在使用我方提供的产品和服务时，你方应年满 18 岁。

### III. General Conditions

#### 一般条件

1. Our Terms of Use are governed by the law in force in Australian ('applicable law'), and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Australian and courts of appeal from them for determining any dispute concerning the Terms of Use.  
我方使用条款符合澳大利亚生效法律要求（“适用法律”）。有关使用条款的任何争议，双方应不可撤销的提交至英属维尔京群岛的非专属管辖权法院及其上诉法院进行裁定。
2. These Terms of Use can be modified at any time and you agree to continue to be bound by these Terms of Use as modified. We will give you notice of these changes by publishing revised Terms of Use on the Website – we will not separately notify you of these changes.  
可随时修改该类使用条款，并且你方应同意继续遵照该类经修改的使用条款。通过在网站上发布经修订的使用条款，我方将该类变更通知于你方-我方不会单独通知你方有关该类变化。
3. If the whole or any part of a provision of these Terms of Use are void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms of Use have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms of Use or is contrary to public policy.  
如在某些严格管辖区域内，本使用条款的全部或部分内容无法、无法执行或违法，则在任何其它管辖区域内完全有效或可执行的本使用条款剩余部分则不受影响。如该分割改变了使用条款的基本性质或违反国家政策规定，则该条款无效。

### IV. No Advice Given

#### 无建议

1. Unless otherwise expressly stated to the contrary, the Website is not designed for the purpose of providing personal financial or investment advice. The information on the Website is of general nature only and has been prepared without regard to any particular user's investment objectives, financial situation or needs.  
除另有明确规定外，本网站不会提供个人金融或投资建议。网站信息仅为一般性质的信息，并非针对任何特定用户的投资目标、财务状况或需求。
2. You should assess whether the information on the Website is appropriate to your particular investment objectives, financial situation and needs. You should do this before making an investment decision on the basis of the information on the Website. You can either make this assessment yourself or seek the assistance of any independent financial adviser. You should not construe any of the material on the Website as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make the content as the primary basis for any investment decisions made by or on behalf of you.  
在基于本网站信息，做出投资决定前，你方应评估本网站中的信息是否适合你方特定投资目标、财务状况和需求。你方可自行评估或寻求任何独立财务顾问的帮助。你方不应将本网站上的任何材料解释为商业、金融、投资、套购保值、交易、法律、监管、税务或会计建议，也不得将其内容作为你方或代表你方做出任何投资决策的基本依据。
3. Unless otherwise expressly stated to the contrary, the information on the Website does not constitute nor should it be considered as a recommendation to invest in any financial products or services offered by us.  
除另有明确规定外，本网站信息并不构成，也不应被视为对我方提供产品或服务进行投资的建议。

## V. Trademark and Copyright 商标和版权

1. Easy Trading LCA Ltd is a registered trademark used by Easy Trading LCA Ltd PTY LTD  
Easy Trading LCA Ltd 是 Easy Trading LCA Ltd PTY LTD 使用的注册商标。
2. Our logo and other marks displayed on the Website are the proprietary service marks or trademarks of us or our third-party partners. This may include names, terms and/or data which may or may not be identified with a symbol identifying it as a name, term or item in which copyright is claimed or a registered trademark is held. The lack of any such symbol should not, under any circumstances, be understood as meaning that the name, term or data is not the intellectual of either ourselves or a third-party.  
在本网站上显示的我方标识和其它标志属于我方或第三方合作伙伴的专属服务标志或商标，其中包括术语和/或数据，其采用或未采用符号，用于表明含有版权或注册商标的名称、术语或项目。在任何情况下，缺少该类符号并不能被理解为我方或第三方不享有该类名称、术语或数据的知识产权。
3. Further, any third-party intellectual property used by us in the content of our website should not be interpreted as meaning that the third-party endorses or is in any way affiliated with us or with our business, nor that they make any representation regarding the advisability of trading in our products.  
此外，在我方网站中使用任何第三方知识产权，不应被解释为第三方认可或附属于我方或我方业务，也不表明其就我方产品交易提供建议。
4. Except where necessary in order to view the information on the Website on your browser, or as permitted under the applicable laws or these Terms of Use, no information or content on the Website may be otherwise reproduced, adapted, uploaded to a third-party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our specific written consent.  
除了在必要时，使用你方浏览器查看本网站上的信息，或经适用法律或本适用条款许可，未经我方特别书面允许，不得复制、修改及上传本网站中的信息或内容至第三方，公开链接、帧技术、执行、分发或以任何形式进行传输。
5. You acknowledge and agree that we shall be entitled to require you to remove any link from another website to the Website which you install without obtaining our prior written consent.  
你方确认并同意如未经我方事先书面允许，我方应有权要求你方将本网站链接从其它网站上移除。
6. Our marks may not be used in connection with any product or service that is likely to cause confusion among consumers, or to disparage or discredit us. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Website without the express written permission of the owner thereof.  
在任何产品或服务中使用我方标志时，不得对用户造成混淆，或对我方造成诋毁或不信任。未经所有人明确书面允许，你方不得使用、复制、修改或显示本网站上出现的任何商标、服务标志、名称或标识。
7. Apple, the Apple logo, Mac, iPhone, iPad, iPod touch, and iTunes are trademarks of Apple Inc, registered in the US and other countries. App Store is a service mark of Apple Inc.  
Apple, the Apple logo, Mac, iPhone, iPad, iPod touch, 和 iTunes 是在美国和其它国家注册的 Apple Inc 商标。App Store 是 Apple Inc. 的服务标志。
8. Android is a trademark of Google Inc.  
Android 是 Google Inc. 的商标
9. Windows is a registered trademark of Microsoft Corporation in the United States and other countries.  
Windows 是 Microsoft Corporation 在美国和其它国家的注册商标。

## VI. Products and Services 产品和服务

1. Not all products and services referred to on the Website are necessarily provided by us. The identification or use of any third-party products, services, websites or networks is not an endorsement of such products, services or websites or networks. The Website may allow you to access websites and networks provided by persons other than us via a hypertext or other link.  
我方并不提供网站上所指的全部产品和服务。对任何第三方产品、服务、网站或网络的确认或使用，并不表示对该类产品、服务、网站或网络的认可。通过超级链接或其它链接，本网站可允许你方访问除我方以外，由其他人提供的网站或网络。
2. We accept no responsibility or liability of any kind in respect of any materials on any website or network that is not under our direct control. We provide such links solely as a convenience to you. We make no representations concerning the content of the site. We may not have necessarily tested any information, software, or products found on any of the sites and therefore do not make any representations regarding the content or sponsors of the site, or the suitability or appropriateness of the products or transactions described therein.  
对于未经我方直接控制的网站或网络上的材料，我方不承担任何责任。我方提供该类链接，仅限为你方提供便利。对于该类站点的内容，我方不做任何保证。我方未必对该类站点的任何信息、软件或产品进行测试。因此，不对该类站点的内容或发起人，或其中所述产品或交易的适合性予以保证。
3. You acknowledge that your access to such other websites or networks via such a link may require us to provide certain information about you to the proprietor of that website or network.  
你方确认你方通过该链接访问其它网站或网络，可能会要求我方向该类网站或网络的所有人提供有关你方的信息。

## VII. Third-Party Offers 第三方法优惠信息

1. The Website may contain references to other special offers or promotions by persons who are not part of Easy Trading LCA Ltd.  
本网站可能包含非 Easy Trading LCA Ltd 人员提供的其它特价优惠或促销链接。
2. Subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of the goods or services available from these persons. Your obtaining of goods or services from these persons is at your own risk. You indemnify each member of Easy Trading LCA Ltd against all liability, loss, damage, cost from or relating to your obtaining goods or services from a third-party referred to in the Website.  
依照任何必要的适用法律要求，我方对于该类人员提供商品或服务的质量、精确性、适销性或适用性，不做任何担保或保证。对于从该类人员获取商品或服务，你方应自行承担相应风险。对于本网站所指的，你方从第三方获取商品或服务，而引发或相关的全部责任、损失、损害、成本和费用，应由你方向 Easy Trading LCA Ltd 的各成员做出赔偿。

## VIII. Use of Products and Services 产品和服务的使用

1. Your use of our products and services does not give you ownership of any intellectual property rights in our products or services or the content you access.  
你方使用我方产品和服务，并不表示你方拥有所访问的该类产品或服务的任何知识产权。
2. You may not use content from our products and services unless you obtain permission from its owner or are otherwise permitted by law. These Terms of Use do not grant you the right to use any branding or logos used in our products and services. Please do not remove, obscure, or alter any legal notices displayed in or along with our products and services.



在你方获得所有人许可或法律许可前，你方不得使用我方产品和服务中的内容。本使用条款并不允许你方使用我方产品和服务的任何商标或标识。请勿移除、掩蔽或修改我方产品和服务中显示的任何法律通知。

3. You also agree your access to the website is through a web browser and not any other unauthorised third-party applications to access the website or any other page of the website. Except as expressly provided herein, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using 'framing technology', otherwise distribute, or commercially exploit in any way, the website or any portion thereof or any information or content on the website, without our prior written permission.  
你方也应同意通过网页浏览器访问网站，而不是通过任何未授权的第三方应用程序访问网站或网站的任何其它页面。除本处另有明确规定外，未经我方事先书面允许，你方不得使用、下载、上传、转载、复制、复印、打印、显示、执行、再版、出售、许可、发布、传输、传播、采用‘帧’技术重新发送、分发或商用网站或其所含的任何信息或内容。
4. We reserve the right to investigate and take legal action against any illegal and/or unauthorised use of our products and services, including (but not limited to): unauthorised access to the website through a third-party application, robot, spider, automated device, or data mining or extraction tool or other unauthorised means; interference with the site; any action that imposes unreasonable load on the site; or any link to any page of the site other than the Home Page. Our decision not to pursue legal action for any violation of the Terms of Use shall not be construed as a waiver of the Terms of Use or our legal rights.  
我方有权调查并起诉有关对我方产品和服务的任何非法和/或未授权使用，包括（但不限于）：第三方应用程序、爬虫程序、蜘蛛程序、自动设备、数据挖掘、拔插件工具或其它未授权方式；对站点的干扰；对站点造成不合理负债的任何行动；或对除主页以外的站点页面进行链接。我方关于放弃对违反本使用条款提出诉讼的决定并不应被解释成对本使用条款或我方法定权利的放弃。

## **IX. Data Accuracy**

### **数据精确性**

1. With respect to any market data or other information that we or any third-party service provider display on the Website:  
我方或任何第三方服务提供商在网站上显示的市场数据或其它信息：
  - i. such data is indicative only and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;  
该类数据仅供参考。如该类数据或信息不准确或不完整，我方和提供商均不承担责任；
  - ii. we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and  
对于你方基于该类数据或信息，是否采取相应举措，我方和供应商均不承担责任；及
  - iii. such data or information is proprietary to us and/or any such provider and you are not permitted to re-transmit, redistribute, publish, disclose or display in whole or in part such data or information to third-parties except as may be required by any law or regulation.  
该类数据或信息为我方和/或供应商专有。除法律或条例另有要求外，你方不得转发、重新分发、发布、披露或展示全部或部分该类数据或信息至第三方。
2. We endeavour to ensure the integrity and accurateness of the Website but makes no guarantee that the information or materials are current or accurate at all times and it should not be relied upon as such. It is possible that the site includes typographical errors, inaccuracies or other errors, and that unauthorised additions, deletions and alterations could be made to the site by third-parties. To the extent permitted by law, we do not accept any responsibility arising in any way from errors in, or omissions from, this information.  
我方将尽力确保本网站的完整性和准确性，但并不保证信息或材料始终是最新或精确的。站点可能包括印刷错误、不准确或其它错误，以及第三方对站点的未授权添加、删除和变更。在法律允许的范围内，对于信息错误或疏漏，我方不承担责任。

3. In the event that an error arises, please inform us so it can be corrected immediately.  
如发生错误，请通知我方，以便予以立即纠正。

## **X. Performance Warranties**

### **实施保证**

1. Other than as expressly set out in these Terms of Use or additional terms, neither us nor our parties make any specific promises about our products and services. We don't make any commitments about the content within our products and services, the specific functions of  
除本使用条款或附加条款另有明确规定外，我方及相关方均不对我方产品和服务做出任何特定承诺。我方不会对我方产品和服务内容及其特定功能做出任何承诺。
2. our products and services, or their reliability, availability, or ability to meet your needs. We provide our products and services on 'as is' and 'as available' basis.  
我方产品和服务或其可靠性、可用性或性能符合你方需求。我方将基于‘原样’和‘按需’提供我方产品和服务。
3. Unless otherwise stated to the contrary, we make no guarantees of any particular rate or return, the performance of any investment or the repayment of capital from any investment. Investment is subject to investment and other risks. Possible risks could include delays in repayment and loss of income or capital invested.  
除另有说明外，对于任何特定价格或回报、投资实施或投资回报，均不做任何保证。投资存在风险。合理风险包括偿付延迟和收入或投资损失。
4. Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the full extent permitted by applicable law, we exclude all warranties.  
某些管辖权会提供一定的担保，比如：默认的适销性保证、特定目的适合性及无违反。在适用法律的最大允许范围内，我方将免除全部保证。

## **XI. Limitation of Liability**

### **责任限制**

1. To the maximum extent permitted by law, neither us nor our affiliates, or the directors, officers, employees, agents or our representatives (the 'Parties') shall be held liable to you or any third-party in any way for any loss or damages of any kind arising out of the use of, access to, reliance on, inability to use or improper use of the website, any information posted on the website by its users, or any other information, content, materials or products and services available on the website (including, without limitation, damage to your computer or computer systems or settings, loss of data, revenue or profits, which you may suffer due to the use, delay in using, or inability to access the Website, or in any other way connected with the Website, including from the downloading of any software from the Website).  
在法律允许的最大范围内，我方及我方关联方，或董事、管理人员、员工、代理人或我方代表（‘双方’）均不会就下列情况，对你方或任何第三方负责，包括使用、访问、依赖、无法使用或不正确使用网站，用户在网站上发布信息，或网站上的其它信息、内容、材料或产品及服务引起的任何损失或损害（包括但不限于因延迟使用或无法访问网站，或连接网站，包括从网站下载软件，从而对你方计算机或计算机系统或设置造成的损坏、数据、收入或利润损失）。
2. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide the Website or any part of it, or for any problems with the Website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying the Website or any part of it to you, or to paying for the resupply of the Website or any part of it to you.  
因我方无法提供本网站或其任何部分，或未能依法排除的网站问题所引起的我方过失责任或违约责任是有限的。根据我方选择，及在法律允许的最大范围内，向你方重新提供本网站或其任何部分，或就重新提供本网站或其任何部分，向你方支付费用。

3. We disclaim any representation or warranty that the website or materials will meet your requirement or that the website or any software will be uninterrupted, secure or free from errors or viruses.  
对于网站符合你方要求，或网站或任何软件不被中断，安全、无错误或无病毒，我方均不做出保证或担保。

## **XII. Your Privacy**

### 你方隐私

1. Your use of the Website may be monitored by us, and the resultant information may be used by us for our internal business purposes.  
我方会对你方使用本网站进行监测，并将由此所得的信息用于我方内部业务目的。
2. Further information regarding the use of your personal information is available in our Privacy Policy. This explains how we treat your personal data and protect your privacy when you use our products and services.  
有关你方个人信息使用的详细信息，见我方隐私政策。在此，对我方在使用我方产品和服务时，我方处理你方个人信息及保护你方隐私的情况进行了说明。

## **XIII. Live Chat and Instant Messaging Facility**

### 实时聊天和即时消息工具

1. Note that Live Chat and Instant Messaging conversations are recorded and may be used for our compliance or training purposes.  
请注意，“实时聊天”和“即时消息”对话会被记录，并用于我方合规或培训目的。
2. Conversations on these systems or facilities are for your general information only and we do not solicit any action based upon it. We do not take into account the particular investment objectives, financial situation or needs of individual clients. Before acting on any information or advice, you should consider how suitable it is to your particular circumstances and, if necessary, seek professional advice.  
关于该类系统或设施的会话内容仅供你方参考。我方不会就此采取任何行动。我方不会涉及个人客户的特定投资目标、财务状况或需求。在采用任何信息或建议之前，你方应考虑到其是否适合你方的特定情况。必要时，可寻求专业建议。

## **XIV. Notices**

### 通知

1. We may send notices to the email address provided to us by you. It is your responsibility to ensure that you notify us of any change to your email address. Any notice sent by us to your email address shall be deemed to have been delivered at the time of sending.  
我方会将通知发送到你方提供的电子邮件中。你方应确保在你方电子邮件地址发生变更时，通知我方。我方向你方电子邮件地址发送的任何通知，应被视为在发送时送达。

## **XV. Product Risk Warning**

### 产品风险警告

1. The products and services described on the Website involve significant risks and may not be suitable for all investors. You should not enter into any transactions unless you have fully understood all the risks involved and have independently determined that such transactions are appropriate for you.  
本网站中所述产品和服务涉及显著风险，并不适合所有投资者。在你方完全了解所涉及全部风险，并独立判定该类交易是否符合你方之前，不应进行任何交易。
2. A Risk Disclosure Policy is available on the Website and should be considered prior to deciding to conduct a transaction with us.  
本网站含有风险披露政策。在决定开展与我方的交易之前，请阅读本政策。



**XVI. Termination**  
终止

1. We have the right to terminate your use of the Website if we determine in our sole discretion that you have breached the Terms of Use.  
如我方认为你方违反本使用条款，则我方有权终止你方使用本网站。