

*本文本以中文和英文两种文字书写。中文和英文版本若出现不一致，应以英文版本为准。

移动服务条款与条件

您可以通过手机、PDA 或其他移动设备（下称“移动设备”）访问我们的交易平台或网站。

您通过移动设备访问和使用本公司网站和移动交易平台（下称我们的“移动服务”）的，将适用本移动服务条款与条件（下称“移动服务条款”）以及本公司的条款与政策（并且在相关时包括我们的《模拟账户条款》）。本移动服务条款与本公司条款与政策之间如有任何不一致之处，应以本移动服务条款与政策为准。

如果您不同意我们的任何移动服务条款，您不应使用我们的移动服务。

1. 使用

您同意在使用我们的移动服务时遵守本运动条款、所有适用的法律法规，以及可能发布的与您通过移动服务访问的任何材料和内容有关的任何具体使用规则。

除非经我们同意用于模拟账户，我们的移动服务仅在成功完成我们的开户要求后才可使用。我们已经尽力说明与本公司产品和服务有关的优点和风险，您应在计划申请之前确保自己理解这些优点和风险。

如果对于任何国家、地区或司法管辖区的任何人，分发或使用我们的移动服务将违反当地法律法规，则我们的移动服务并非针对或拟向该人分发或由其使用。您有责任遵守约束您的任何当地法律法规。

您同意，您将不会以任何将会导致鼓励、促使或开展任何犯罪或非法活动，或者会给任何其他人士导致压力、伤害或不便的方式使用移动服务。您将不会作出任何将会导致移动服务或我们或第三方的服务器、系统或设备收到损害的事项，亦不会访问或企图访问任何用户的数据，或破坏或企图破坏移动服务的安全促使。

对于因您违反本移动服务条款使用移动服务或您违反任何适用的法律法规引起的任何事项，您同意补偿本公司因第三方提出任何权利请求而遭受的任何损害或损失。

如果移动服务由经销商、网络运营商或其他第三方直接提供给您，您对这些服务的接受和使用可能会受相关第三方的条款和条件约束。此外，您在适用时还将受本移动服务条款约束，如果任何第三方的条款与本条款之间有任何冲突，将以本移动服务条款为准。

您将采取一切合理的促使，以确保不会将计算机病毒、蠕虫、软件炸弹或类似项目引入移动服务、我们的软件或者用于访问或使用移动服务的任何移动服务。

2. 内容

您承认并同意，移动服务由本公司“按原样”和“按可用”提供，在法律允许的范围内未作任何陈述或任何形式的保证（无论是明示还是默示），包括有关满意质量、适合特定目的、不侵权、兼容性、安全性和准确性方面的默示保证。通过使用移动服务下载或通过其他方式取得的任何材料均由您自行酌定并自担风险。

City Index 已经通过我们的移动服务提供信息并且我们尽力确保信息准确，但我们在此方面不承担任何责任。

注意：您应注意与在线交易平台相比，移动交易平台的功能和内容可能较为有限。内容可能随时变更，恕不另行通知。

除用于您的个人、私人和非商业用途外，移动服务的内容以及我们向您提供的任何软件的不得以任何其他方式复制、再现、传播和/或提供给公众、再出版、下载、发布、记录、广播或传输或使用，但我们明确允许的除外。

3. 可用性

我们尽力确保我们的移动服务具有令人满意的性能水平。不过，确保我们的移动服务始终没有任何故障在技术上不可行，对我们也不切实际。我们的移动服务中提供的信息和材料可能包括某些不准确之处或印刷错误，我们将在发现之后尽快更正。有时，我们的服务可能会因技术原因、维护或我们进行编辑更改而不可用。此外，我们还可能随时决定停止提供某些免费提供的移动服务。

我们的移动服务受到所依赖的技术的限制，可能因超出我们控制的网络性能和其他技术或运营因素而受到不利影响，例如阻塞、网络覆盖、连接掉线以及您的移动设备的性能。

4. 安全性

您承认并同意，您或代表您通过移动服务发出的任何指令都由您自行承担风险。

您负责对您的账号和密码（“安全资料”）保密，并且您承认我们有权依赖这些资料来识别您的身份。

- 4.1. 您必须对您的安全资料保密。
- 4.2. 您必须采取一切合理的预防措施，以防止您的安全资料受到欺诈性使用。
- 4.3. 您不应以任何将导致其他人知晓您的安全资料的方式记录您的安全资料。
- 4.4. 如果您怀疑有人知道了您的安全资料，您必须立即联系我们。否则对于使用安全资料在您的账户上确认的任何未经授权交易，都由您负责。
- 4.5. 从您通过安全程序之时起至您退出移动服务之时止期间，我们收到的所有指令都由您负责。

请注意，这包括任何输入错误或者非您本人的其他人发送的指令。

5. 授权

通过使用我们的移动服务，您将能够在本公司开仓和平仓以及查看您的账户信息。您授权我们在使用移动服务的交易通过使用我们要求您遵循的安全程序通过验证时，接受并执行您的指令，以及利用您的账户支付所涉及的款项。

6. 第三方材料

对移动服务的使用由您自担风险，并且对于可能在移动交易平台上出现的任何特定人员、企业或材料，我们明确未表示赞成或与之有关联。

移动交易平台可能通过广告或其他方式包含指向第三方网站和服务的链接。

这些链接仅为了方便您参考而提供。我们不控制这些第三方网站或服务，亦不对其内容负责。我们并未认可其网站或服务中的内容，并且与其运营方无关联关系。

您同意，我们不是您可能与第三方订立的任何交易或合同的一方当事人，并且我们将不对您可能因使用这些第三方网站和服务而遭受的任何损失或损害负责。您同意，您将不会在您可能与相关第三方网站和服务之间的任何争议中牵涉我们。

7. 收费

我们保留向您收费的权利，并且您同意为移动服务或其中的任何部分支付费用。新收费以及收费调整的详细信息将根据我们的《协议》通知您。

8. 知识产权

移动服务和移动交易平台内容（包括任何软件）中的所有版权、商标和其他知识产权

均属于本公司或本公司许可方所有。除对于向您提供移动服务而需要的外，未经我们明确书面同意，此类信息不得通过任何过程以任何形式复制、改编或上传给第三方或分发或传输。

9. 责任

我们未就移动服务的准确性、适合性、可靠性、完整性、性能、满意质量、特定目的适合性，或移动服务中不包含或不存在可通过移动服务访问的病毒或其他有害程序作出任何担保或保证。

任何错误或故障均可能导致您遭受损失或损害，这可能包括但不限于：

- 您在收到误导性或不准确信息（包括我方价格有关的信息）的基础上委托交易或未委托交易；
- 您无法通过我们的移动服务开仓或平仓；
- 您未能收到我们发送到您的移动设备的消息；以及
- 您认为您已经委托了某项交易，但我们的记录显示我们并未接受您的交易，或者您认为您未委托某项交易，但我们的记录显示我们接受了您的交易。

在通过我们的移动服务与我们进行交易时，您理解并接受这些风险，并且在法律允许的最大限度内，我们不以任何方式对您通过访问或使用移动服务、我们未能提供移动服务或移动服务（或任何软件）与任何移动设备不兼容而遭受的任何损失或损害负责。

我们不对您的移动设备损坏或因您使用移动服务而导致的任何数据丢失承担任何责任，无论是基于合同还是侵权（包括过失），并且我们不能保证您下载的任何文件不含病毒、污染性或破坏性特征，并且我们不对您的移动设备或软件的任何问题或不足负责。

我们不对因移动服务的使用、未使用、缺陷或延迟引发的任何间接、后果性、特殊或惩罚性损害而向您负责，无论因何原因引发，亦无论是因侵权（包括过失）、违反合同还是其他原因导致，即使可预见亦是如此，这包括但不限于任何利润或机会损失。

我们不限制或排除因我方过失引发的死亡或人身伤害责任，亦不限制或排除我们对欺诈性不实陈述的责任。

10. 变更及终止

我们保留随时执行酌定变更本移动服务条款的权利，恕不提前通知。如果您继续使用移动服务，则视为您已经接受变更后的条款。我们将根据本公司条款与政策的规定向您通知任何变更。如果您不遵守本移动服务条款或本公司的其他条款与政策，我们有权暂停或终止您对本公司移动服务或其中任何方面的访问。我们还可以在向您发送合理的通知后，随时停止提供移动服务或移动服务的任何部分。您可以在通知本公司后停止订阅我们的移动服务。通知在我们收到之前不发生效力。如果移动服务全部或其中的任何部分以任何方式停止提供、被修改或发生变更，我们将不对您或任何其他其他人承担任何责任。

11. 隐私和数据保护

您向我们提供的任何个人数据都将依据我们的隐私政策进行处理，您可以从本公司网站下载我们隐私政策的副本。如果您使用移动服务，则代表您同意上述处理。

12. 可分割性

如果本移动服务条款中的任何规定被任何有管辖权的法院或行政机构认定无效或不可执行，则该无效性或不可执行性不影响本移动服务条款的剩余规定，后者应保持完整的效力和效果。

13. 管辖法律与管辖权

本移动服务条款受澳大利亚法律管辖。澳大利亚联邦法院和新南威尔士州法院对与之有关的任何争议的解决拥有专属管辖权。

14. 一般规定

移动服务由 StoneX Financial Pty Ltd (ACN 141 774 727) 向您提供。我们受澳大利亚证券与投资委员会监管并持有澳大利亚金融服务牌照（AFS 牌照编号 345646）。我们的注册分公司办公地址为 Suite 28.01, 264 George Street, Sydney NSW 2000（澳大利亚新南威尔士州悉尼乔治街 264 号 28.01 室，邮编 2000）。

本文件最近更新日期为 2021 年 10 月

Mobile Services Terms and Conditions

You may access our mobile trading platform or website through a mobile telephone, PDA or other mobile device ("Mobile Device").

These Mobile Services Terms and Conditions ("Mobile Terms") apply to your access and use of our website and mobile trading platform via a Mobile Device (our "Mobile Services") together with our Terms and Policies (and including where relevant our Demo Account Terms). If there is any inconsistency between these Mobile Terms and our Terms and Policies, these Mobile Terms and Policies shall prevail.

If you do not agree with any of our Mobile Terms then you should not use our Mobile Services.

1. Use

You agree to comply with these Mobile Terms when using our Mobile Services and all applicable laws and regulations, together with any specific usage rules that may be posted in relation to any material and content that you access via the Mobile Services.

Unless we agree for a demo account, our Mobile Services are only available following successful completion of our account opening requirements. We have made every effort to describe the benefits and risks associated with our products and services which you should ensure you understand before contemplating an application.

Our Mobile Services are not directed at 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. It is your responsibility to comply with any local law or regulation to which you are subject.

You agree that you will not use the Mobile Services in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity, or cause distress, harm or inconvenience to any other person. You will not do anything that may cause damage to the Mobile Services or our servers, systems or equipment or those of third parties, nor access or attempt to access any users' data or to penetrate or attempt to penetrate the Mobile Services' security measures.

You agree to compensate us in respect of any damages suffered by us or any of our losses resulting from any claim made by a third party in each case in respect of any matter arising from your use of the Mobile Services in breach of these Mobile Terms or from your violation of any applicable law or regulation.

Where mobile services are provided to you directly by a distributor, network operator or other third party, the take up and use of those services by you may be subject to the terms and conditions of those third parties. However, you will also remain bound by these Mobile Terms where applicable and in the event of a conflict between any third parties' terms and these terms, these Mobile Terms will take precedence.

You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the Mobile Services, our software or any

Mobile Device that is used to access or use the Mobile Services.

2. Content

You acknowledge and agree that the Mobile Services are provided by us on an "as is" and "as available" basis without any representations or any kind of warranty made (whether express or implied) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Any material downloaded or otherwise obtained through the use of the Mobile Services is used at your own discretion and risk.

City Index has provided the information available on our Mobile Services and we take great care in ensuring that the information is accurate, however we accept no liability in this respect.

NOTE: You should be aware that the mobile trading platform may have more limited functionality and content than the online Trading Platform. The content is subject to change without notice.

The contents of the Mobile Services and any software provided to you by us may not be copied, reproduced, communicated and/or made available to the public, republished, downloaded, posted, recorded, broadcast or transmitted or used in any other way, except for your own personal, private and non-commercial use, unless otherwise expressly permitted by us.

3. Availability

We endeavour to provide a satisfactory level of performance for our Mobile Services. However it is not technically possible or practical for us to provide our Mobile Services free of all faults at all times. The information and material provided on our Mobile Services may include some inaccuracies or typographical errors, which we will endeavour to correct as they come to our notice. Our Mobile Services may sometimes be unavailable for technical reasons, for maintenance or for us to make editorial changes. We may also decide at any time to discontinue providing certain of our freely available Mobile Services.

Our Mobile Services are subject to the limitations of the technology on which they rely and may be adversely affected by network performance and other technological or operational factors beyond our control such as congestion, network coverage, dropped connections and the performance of your mobile device.

4. Security

You acknowledge and agree that any instruction given by you or on your behalf via our Mobile Services is made at your own risk.

You will be responsible for keeping your account number and password ("Security Details") confidential and acknowledge that we shall be entitled to rely upon these details to identify you.

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- 4.1. You must keep your Security Details secret.
- 4.2. You must take all reasonable precautions to prevent the fraudulent use of your Security Details.
- 4.3. You should not record your Security Details in any way which may result in them becoming known to another person.
- 4.4. If you suspect someone knows your Security Details you must contact us immediately. If you fail to do so, you will be liable for any unauthorised transactions on your account confirmed by use of the Security Details.
- 4.5. You will be responsible for all instructions received by us between the time you pass the security procedure until you exit from the Mobile Service.

Please note that this includes any input errors or instructions sent by someone other than yourself.

5. Authority

In using our Mobile Services, you will be able to open and close positions with us and view your account information. You authorise us to accept and act on your instructions and to pay from your account the amounts involved when a transaction using the Mobile Services has been authenticated by the use of the security procedure we require you to follow.

6. Third Party Material

Use of the Mobile Services are at your own risk and we are specifically not endorsing or associating with any particular person, business or material that may be featured on the mobile trading platform.

The mobile trading platform may contain links to other third party sites and services through advertising or otherwise. These links are provided for your ease of reference and convenience only. We have no control over those third party sites or services and are not responsible for their contents. We do not endorse the material contained in their sites or services, and have no association with their operators.

You agree that we won't be party to any transaction or contract with a third party that you may enter into and we won't be liable to you for any loss or damage which you may suffer by using those third party sites and services. You agree that you will not involve us in any dispute you may have with such third party sites and services.

7. Charges

We reserve the right to charge you and you agree to pay the charges for the Mobile Services or any part of it. Details of new charges and changes to charges will be notified to you in accordance with our Agreement.

8. Intellectual Property

All copyright, trade marks and other intellectual property rights in the content of the Mobile Services and mobile trading platform (including any software) belong to us or our

licensors. Except where necessary for the provision of the Mobile Services to you, no such information may be reproduced, adapted, uploaded to a third party, or distributed or transmitted in any form by any process without our specific written consent.

9. Liability

We do not give any guarantee or warranty as to the accuracy, suitability, reliability, completeness, performance, satisfactory quality, fitness for a particular purpose, or freedom from viruses, or other harmful programs contained in or accessed through the Mobile Services.

Results of any error or failure may result in loss or damage to you that may include (but is not limited to):

- your placing or not placing trades on the basis of receiving misleading or inaccurate information, including information about our prices;
- your being unable to open or close positions via our Mobile Services;
- your failing to receive messages that we send to your Mobile Device; and
- your believing that you have placed a trade when our records show that we have not accepted a trade from you, or your believing that you have not placed a trade when our records show that we have accepted a trade from you.

You understand and accept these risks when you trade with us through our Mobile Services and to the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through access to or use of the Mobile Services, our failure to provide the Mobile Services, or the incompatibility of the Mobile Services (or any software) with any Mobile Device.

We do not accept any liability whether in contract or in tort (including negligence) for damage to your Mobile Device or for any loss of data that results from your use of the Mobile Services and we cannot guarantee that any files that you download are free from viruses, contamination or destructive features or for any problems or inadequacies with your Mobile Device or software.

We shall not be liable to you for any indirect, consequential, special or exemplary damages arising from the use, non-use, defects or delays in the Mobile Services however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable and including but not limited to any loss of profit or opportunity.

We do not limit or exclude our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation.

10. Variation and Termination

We reserve the right to change these Mobile Terms at any time in our sole discretion and without prior notice. By continuing to use the Mobile Services you are deemed to have accepted the varied Terms. We will provide you with

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notification of any change in accordance with our Terms and Policies.

We have the right to suspend or terminate your access to our Mobile Services or any aspect of them if you do not comply with these Mobile Terms or our other Terms and Policies. We may also end the Mobile Services or any part of the Mobile Services at any time by giving you reasonable notice.

You may end your subscription to our Mobile Services by notifying us. The notification will not be effective until we receive it.

We will not be liable to you or to any other person in the event that all or any part of the Mobile Services are discontinued, modified or changed in any way.

11. Privacy and Data Protection

Any personal data you supply to us will be processed in accordance with our Privacy Policy, a copy of which can be downloaded from our Website. By using the Mobile Services you consent to such processing.

12. Severance

If any provision of these Mobile Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Mobile Terms which shall remain in full force and effect.

13. Governing Law and Jurisdiction

These Mobile Terms are governed by the laws of Australia. The federal courts of Australia and the courts of the state of New South Wales will have exclusive jurisdiction to settle any disputes in relation thereto.

14. General

The Mobile Services are provided to you by StoneX Financial Pty Ltd (ACN 141 774 727). We are regulated by the Australian Securities and Investments Commission and hold an Australian financial services licence (AFS licence number 345646). Our registered branch office is at Suite 28.01, 264 George Street, Sydney NSW 2000.

This document was last updated in October 2021.