

# 模拟账户条款与条件

**StoneX Financial Pty Ltd**

# 模拟账户条款与条件

StoneX Financial Pty Ltd (交易名称为 FOREX.com) 将提供一种模拟账户 (下称“模拟账户”)，用于演示本公司交易服务以及本公司所提供衍生金融工具和合约的特点。

对模拟账户的使用受下列条款与条件 (下称“模拟账户条款”) 约束。如果您访问模拟账户，即代表您同意受模拟账户条款约束。

## 警告

如果您的保证金水平低于您账户的强行平仓保证金水平，“实盘”账户中的未平仓头寸可能会被立即平仓，恕不另行通知。**模拟账户不受此强行平仓保证金政策约束：您的未平仓头寸将不会平仓，并且您将不会收到追加保证金通知或任何其他通知。** 模拟账户中的交易成败与本公司所提供账户中的交易成功概率无关。

## 1. 模拟账户的操作

- (i) 我们将为您开立一个模拟账户并为您账户的现金余额分配一笔抵用金。您可以使用此抵用金委托交易以及在本公司于模拟账户中开放的特定市场为未平仓头寸入金。此抵用金不属于货币资金，不具有价值，不能提取或转移到您在本公司或第三方持有的其他账户中。
- (ii) 模拟账户仅供演示之用，您在模拟账户中委托的任何交易均不在您与我们之间创设任何权利。特别是，对于模拟账户中的已实现盈利、为空头头寸支付的每日融资手续费或任何其他贷方项目，您不享有任何权利。
- (iii) 我们将为模拟账户提供专有的实时市场数据，所有报价、执行价格和未平仓头寸估值都基于此市场数据。
- (iv) 我们可能不时向模拟账户提供新闻、图表工具和研究。该信息将依据第三方的许可提供，我们不对该信息的准确性和完整性提供任何保证。
- (v) 我们不保证通过模拟账户提供的任何信息或功能将无错误或可随时访问。模拟账户或其中的任何部分可能随时或不时无法访问或无法操作。
- (vi) 模拟账户中提供的信息、内容和功能可能随时更改，恕不另行通知。我们可能随时变更模拟账户条款。我们保留随时暂停或撤销模拟账户的权利。
- (vii) 模拟账户中信息、内容和功能的版权由本公司所有或获得许可。
- (viii) 在任何情况下，我们均不对因使用模拟账户或底层平台或软件导致的任何直接或间接损失负责，包括但不限于利润或商誉损失、连带损失或其他损害。此责任限制将在法律允许的范围內适用。

## 2. 您就模拟账户承担的义务

- (i) 您保证：
  - a) 您将仅以个人身份使用模拟账户，而不得代表某个公司使用；
  - b) 如果您注册为或取得专业证券交易者或投资顾问资格，您仅将模拟账户用于管理您的个人资金；
  - c) 您将不会以任何方式向任何第三方分发、再出版或另行提供来自模拟账户服务的任何数据；并且
  - d) 您将在您每次访问模拟账户时重复上述保证（如适用）。
- (ii) 您承认并同意：
  - a) 我们提供的衍生金融工具和合约（我们的“市场”）并非适合所有人。我们的市场采用保证金或杠杆方式进行交易，这种类型的交易会给您的本金带来极高的风险；

- b) 我们在考虑您对任何其他类型的账户的申请时，我们将不会考虑您的模拟账户交易经验，并且我们可能会拒绝您对任何其他类型账户的申请；并且
  - c) 我们并未获得提供投资意见的授权，并且模拟账户中相关页面提供的内容并非旨在提供投资意见。如果您需要投资意见，请联系独立投资顾问。
- (iii) 如果您登录您的模拟账户，即代表您确认您已经阅读、理解并且同意我们的隐私政策（可在本公司网站查阅），并且我们可以根据该政策处理和使用您的数据。有关我们如何持有和使用个人数据的更多信息，请参阅我们的隐私政策。

# **Demo Account Terms and Conditions**

## **StoneX Financial Pty Ltd**

## Demo Account Terms and Conditions

StoneX Financial Pty Ltd (trading as FOREX.com) will make available a trading account (the "Demo Account") for the purpose of demonstrating the features of our trading services and the derivative financial instruments and contracts that we offer.

Use of the Demo Account is subject to the following terms and conditions (the "Demo Account Terms"). By accessing the Demo Account, you agree to be bound by the Demo Account Terms.

### Warning

Open Positions in a "live" account may be closed immediately and without notice if your margin level falls below the Margin Close Out level for your account. **Demo Accounts are not subject to this Margin Close Out policy: your open positions will not be closed and you will not receive a margin call or any other notice.** Success or failure of your trading in the Demo Account bears no relation to the probability of success in trading in the accounts we offer.

### 1. Operation of the Demo Account

- (i) We will open a Demo Account for you and allocate a credit to the cash balance of your account. You may use the credit to place trades and to fund open positions in certain Markets that we make available in the Demo Account. This credit is not money and has no value. It may not be withdrawn or transferred to other accounts you hold with us or to third parties.
- (ii) The Demo Account is provided solely for demonstration purposes and any trades you place in the Demo Account do not create any rights between us and you. In particular, you will not have any rights to realised profits, daily financing fees paid on short positions or any other credits to the Demo Account.
- (iii) We will provide proprietary real-time market data to the Demo Account and all quotes, execution prices, and the valuations of open positions will be based on this market data.
- (iv) We may make available from time-to-time news, charting tools and research to the Demo Account. This information is provided under license from third parties and we make no warranty as to accuracy and completeness of such information.
- (v) We do not warrant that any information or functionality provided through the Demo Account will be error free or accessible at all times. The Demo Account or any portions thereof may become inaccessible or inoperable at any time or from time-to-time.
- (vi) The information, content and functionality provided in the Demo Account may be changed at any time and without notice. Changes may be made to the Demo Account Terms by us at any time. We reserve the right to suspend or withdraw the Demo Account at any time.
- (vii) Copyright in the information, content and functionality of the Demo Account is owned or licensed to us.

- (viii) Under no circumstances will we be liable for any direct or indirect losses resulting from use of the Demo Account or the underlying platform(s) or software, including but not limited to loss of profits or goodwill, consequential losses or other damages. This limitation of liability applies as far as permitted by law.

## **2. Your obligations in relation to the Demo Account Operation of the Demo Account**

- (i) You warrant that: (a) you will use the Demo Account solely in your personal capacity and not on behalf of a company; (b) in the event that you are registered or qualified as a professional securities trader or investment adviser that you use the Demo Account solely in relation to the management of your personal funds; (c) you will not to distribute, republish or otherwise provide any data from the Demo Account service to any third party in any manner, and (d) you will repeat the above warranties (as applicable) each time you access the Demo Account.
- (ii) You acknowledge and agree that:
  - a) the derivative financial instruments and contracts that we offer (our “Markets”) are not appropriate for everyone. Trading in our Markets is conducted on a margin or leverage basis, a type of trading which carries a high degree of risk to your capital;
  - b) we will not consider Demo Account trading experience when we consider your application for any other type of account with us and we may decline your application for any other type of account; and
  - c) we are not authorised to provide investment advice and the content provided in the pages of the Demo Account is not intended to be investment advice. If you require investment advice, please see an independent investment adviser.
- (iii) By logging in to your Demo Account you confirm that you have read, understood and agree to our Privacy Policy (available on our website) and that we may process and use your data in accordance with that policy. For more information about how we hold and use personal data please see our Privacy Policy.