

\*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。

## 自动化交易系统条款与条件（“ATS 条款”）

### 风险警示书

ATS 服务可能仅适合经验丰富的交易者。我们未就其对于您的需求而言的适合性作出任何建议或评估，亦未评估 ATS 服务对您的适合性。我们并未就使用 ATS 服务/你方自动化功能的优点或其他方面向您提供任何建议，并且您在决定使用这些服务和功能时并未依赖我们的任何（书面或口头）沟通。您已经自行进行分析并且确信您了解其工作原理；您理解这些服务和功能并不保证交易盈利；并且您知晓这可能对您账户的收益产生的任何影响。

您理解，使用 ATS 服务/你方自动化功能可能会产生与错误数据有关的额外风险，包括交易被报告为已经执行或以特定的价格执行，但事实并非如此，并且我们可以但无需将此视为明显错误。

ATS 服务将与您的账户和交易平台一起提供。您不应单纯依赖 ATS 服务/你方自动化功能。我们建议您定期通过交易平台登录您的账户，以检查您账户的状态，以及与之有关的任何通知或信息。

除非本 ATS 条款中另有定义，相关名词和表达应与我们与您之间的《协议》中定义的含义相同。本 ATS 条款是本公司《通用条款》所定义的补充条款，构成《协议》的一部分。我们可能分发并且您可能希望下载和使用本公司提供的应用程序，以在自动化交易系统中使用（下称“**自动化交易系统软件**”）；提供本公司提供的自动化交易系统软件相关组件，以供您将之与自动化交易系统软件结合使用（例如指标、交易系统、算法、预配置图表、电子表格等）（下称“**我方自动化功能**”）；向您提供相关文档（下称“**文档**”），（统称为“**ATS 服务**”）。您可能希望：使用由您（而非我们）提供、开发或购买的自动化交易系统软件相关组件（例如由您或为您配置的图表或电子表格）（下称“**用户自动化功能**”）；以及在我们明确允许时修改我方自动化功能（下称“**用户修改的自动化功能**”），（统称为“**你方自动化功能**”）。在本 ATS 条款中，“ATS 服务/你方自动化功能”是指“ATS 服务和/或你方自动化功能”。

### 1. 许可

1.1 您可以在符合本 ATS 条款中所规定条件的前提下，通过下载 ATS 服务来访问 ATS 服务，并且可以在经我们明确允许后使用 ATS 服务以及与之有关的你方自动化功能。

1.2 如果您点击“我接受”按钮，即表示您确认您受构成《协议》一部分的本 ATS 条款约束。

1.3 我们特此向您授予在符合并根据本 ATS 条款、ATS 服务附带的任何其他适用条款，尤其是《通用条款》中与知识产权和许可条款有关的“知识产权”条款的前提下，下载和使用 ATS 服务，创建你方自动化功能并与 ATS 服务结合使用，以根据《协议》操作您的账户（下称“**授权使用**”）的许可。

### 2. 重要提示 – 系统更新

2.1 我们可能不时发布对我们自动化交易系统软件的更新或新版本（下称“**系统更新**”）。如果我们发布系统更新，我们可能但无需提供与相关更新或新版本所执行更改相关的信息。

2.2 您理解系统更新可能会直接影响你方自动化功能。除非进行修改以支持系统更新，你方自动化功能可能不再与之前一样正常运行，这尤其可能影响您及时委托新交易和/或将未平仓头寸平仓，或者根本无法进行上述操作。因此，我们强烈建议您在安装系统更新前尽可能将所有未平仓头寸平仓。

2.3 您同意并确认，确定是否需要对你方自动化功能进行任何修改，以保持与交易系统和您的策略的互操作

性，以及对对方自动化功能实施您认为要比要或适宜的任何相关更改，是您的义务，而非我们的义务。

### 3. 我们的义务

3.1 您同意，我们唯一的责任是尽商业上合理的努力，根据我们通过 ATS 服务实际收到的指令执行委托。

3.2 我们没有义务为 ATS 服务提供支持或维护。如果我们提供任何支持或维护，我们可以自行酌定，随时在根据《协议》合同通知您后，完全、临时或永久修改或撤销支持或维护。

### 4. 您的义务

您应：

4.1 遵守我们不时合理书面通知的通信协议；

4.2 在收到我们的通知后及时实施为了使用 ATS 服务而需要进行的任何更新或修改；

4.3 按时支付任何约定的费用。

### 5. 禁止的活动

您不得：

5.1 修改自动化交易系统软件（尤其是 Advantage Trader 软件）或任何文档；

5.2 未经我们明确事先书面同意，提供与 ATS 服务有关的任何 SaaS 类型、云服务类型或服务局类型的服务；

5.3 对我们或本公司许可方拥有或控制的任何计算机程序进行反向工程、反向汇编、反汇编或反编译，但适用法律明确允许的除外；

5.4 通过 ATS 服务产生过多对于授权用途不必要的流量；

5.5 暗示我们对您或您的产品/服务的任何认可；

5.6 以任何将会导致鼓励、促使或开展任何犯罪或非法活动的方式使用 ATS 服务/你方自动化功能；

5.7 作出任何可能给 ATS 服务或本公司或第三方的服务器、系统或设备造成损害的事项，包括故意或不注意引入病毒、恶意软件或措施，以未经授权获取访问权限或使用，或访问或企图访问本公司其他用户的任何数据，或渗透或企图渗透 ATS 服务的“安全措施”；

5.8 使用 ATS 服务来发送下列信息：可能违反适用于您的法律法规、规则、命令、行为准则以及本公司政策的；可能对我们的声誉或知识产权中的权利（详见《通用条款》中“知识产权”条款所述）有不利影响的；以及/或者可能包含冒犯性、诋毁性、淫秽性、种族主义、性别歧视或色情内容的；

5.9 授权或允许任何其他个人或实体自行或代表您作出上文第 (a) –(i) 款所列的行为。

## 6 保证

6.1 我们同意，《通用条款》中提供的保证（“网站和系统的使用”）适用于 ATS 服务。我们并未提供与之有关的任何其他保证。

6.2 我们不对 ATS 服务/你方自动化功能的安全性负责，亦未作出任何陈述或保证。

6.3 我方自动化功能以建议模式提供。这意味着在向您提供这些功能时，自动交易模式将设置为“关闭”，但如果您要使用这些功能，则必须将其设置为“开启”。这些功能并无任何有关在用于交易时将有效运行、符合预期或完全可以运行的任何陈述或保证。使用这些功能完全由您自行承担风险。

## 7 责任限制、排除和免责声明

7.1 您明确承认并同意，我们不控制你方自动化功能，因此我们不因完全由你方自动化功能造成的任何损失或损害而对您或任何第三方负责。

7.2 我们就 ATS 服务承担的责任以《通用条款》中“责任限制”条款的规定为限。

## 8 暂停/终止

8.1 我们可以在向您发送合理的通知后，自行酌定随时暂停/终止 ATS 服务或其中的任何部分。

8.2 在本 ATS 条款暂停时，您应在暂停期间停止使用 ATS 服务和与之有关的你方自动化功能。

8.3 在 ATS 条款终止时，您应永久停止使用 ATS 服务以及与之有关的你方自动化功能，并且如经书面要求，您应及时向本公司归还您的权力范围内、由您占有、保管或控制的所有本公司保密信息。

**AUTOMATED TRADING SYSTEMS TERMS AND CONDITIONS (“ATS Terms”)****RISK WARNING NOTICE.**

ATS Services may only be suitable for experienced traders. We do not make any recommendation or assessment as to their suitability for your needs, nor do we assess your suitability for the ATS Services. We have not advised you of the merits or otherwise of using the ATS Services/Your Automations and you have not relied on any communication (written or oral) from us in deciding to use them. You have undertaken your own analysis of them and are satisfied that you understand how they work; understand that they do not guarantee trading profits; are aware of the any impact that this may have on the performance of your Account.

You understand that using the ATS Services/Your Automations may carry additional risks associated with erroneous data, including the risk that trades may be reported as executed, or executed at certain prices etc when, in fact, that is not the case which we may but need not treat as Manifest Errors.

ATS Services are provided in conjunction with your Account and the Trading Platform. You should not exclusively rely on the ATS Services/ Your Automations. We recommend that you login to your Account through the Trading Platform regularly to check the status of your Account and any notice or information related to it.

Unless separately defined in these ATS Terms, words and expressions shall have the meaning given to them in our Agreement with you. These ATS Terms are Supplemental Terms within the meaning of our General Terms and form part of the Agreement. We may distribute and you may wish to download and use application software supplied by us for use in automated trading systems (“**Automated Trading System Software**”); provide Automated Trading System Software-related components provided by us for your use in conjunction with the Automated Trading System Software (for example, indicators, trading systems, algorithms, pre-configured charts, spreadsheets etc) (“**Our Automations**”); provide you with related documentation (“**Documentation**”), (collectively “**ATS Services**”). You may wish to: use Automated Trading System Software--related components provided, developed or acquired by you (rather than us) (for example, charts or spreadsheets configured by or for you) (“**User Automations**”); and modify Our Automations where expressly permitted by us to do so (“**User Modified Automations**”), (collectively “**Your Automations**”). Where used in these ATS Terms, the expression “ATS Services/Your Automations” means “ATS Services and/or Your Automations”.

**1. Licence**

- 2.1 You may access the ATS Services by downloading them and may use them and Your Automations in connection with them, only with our express permission, subject to the conditions set out in these ATS Terms.
- 2.2 By clicking the “I Accept” button, you confirm you shall be bound by these ATS Terms as part of the Agreement.
- 2.3 We hereby grant you a licence, to download and use the ATS Services, and create and use Your Automations in connection with the ATS Services for the operation of your Account in accordance with the Agreement (“**Authorised Purpose**”) subject to and in accordance with these ATS Terms, any other applicable terms that accompany the ATS Services and, in particular, the “Intellectual Property” clause of the General terms relating to intellectual property and licence terms.

**IMPORTANT – System Updates**

- 2.1 From time to time we may issue updates to our Automated Trading System Software or release new versions of it (“**System Updates**”). If we do so we may but need not provide information relating to the changes effected by such update or in such new version.

- 2.2 You understand that System Updates may directly impact Your Automations. Your Automations may cease to function as previously until they are modified to work with the System Update and in particular may impact on your ability to place new Trades and/or close open positions in a timely manner or at all. Therefore we strongly recommend that where possible you close all open positions before installing System Update.
- 2.3 You agree and confirm that it shall be your obligation and not ours to determine whether any modifications are required to Your Automations in order to maintain their interoperability with the Trading Platform and your trading strategy and to implement any relevant changes to Your Automations where you consider it necessary or desirable.

**Our Obligations**

- 3.1 You agree that our sole responsibility is to use commercially reasonable efforts to execute orders in accordance with instructions as actually received by us via the ATS Services.
- 3.2 We are under no obligation to provide support or maintenance for the ATS Services. If we do, we may, at any time and in our sole discretion, modify or withdraw either or both completely, temporarily or permanently on reasonable notice to you, provided in accordance with the Agreement.

**4. Your Obligations**

You shall:

- 4.1 comply with communications protocols reasonably notified by us in writing from time to time;
- 4.2 promptly upon notice from us implement any updates or modifications required for use of the ATS Services;
- 4.3 pay any agreed charges if and when due.

**5. Prohibited Activities** You shall not:

- 5.1 modify the Automated Trading System Software (specifically the Advantage Trader software) or any Documentation;
- 5.2 offer any SaaS-type, cloud-type or service bureau offering in connection with the ATS Services except with our express prior written consent;
- 5.3 reverse engineer, reverse assemble, disassemble or decompile any computer program owned or controlled by us or our licensors except to the extent expressly permitted by applicable law
- 5.4 generate excessive traffic via the ATS Services unnecessary for the Authorised Purpose;
- 5.5 imply any endorsement by us of you or your products/services;
- 5.6 use the ATS Services/Your Automations in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity;
- 5.7 do anything that may cause damage to the ATS Services or our servers, systems or equipment or those of third parties, including knowingly or recklessly introduce viruses or malware or measures to gain unauthorised access to or use of them nor access or attempt to access any data of our other users or to penetrate or attempt to penetrate the ATS Services' security measures;
- 5.8 use the ATS services to send messages that: may breach laws, regulations, rules, orders, codes of conduct, and our policies applicable to you; may adversely impact on our reputation or rights in intellectual property (as described in the General Terms "Intellectual Property" clause); and/or may contain offensive, defamatory, obscene, racist, sexist or pornographic content;

- 5.9 authorise nor give permission for any other person or entity to do any of the acts listed in sub-clauses (a) –(i) above on their own or on your behalf.

**6. Warranties**

- 6.1 We agree that the warranties provided in the General Terms ("Website and System Use") shall apply to the ATS Services. We do not offer any other warranties in respect of them.
- 6.2 We are not responsible for and nor do we make any representation or warranty as to the security of ATS Services/Your Automations.
- 6.3 Our Automations are provided in Recommendation Mode. This means that when they are supplied to you the auto trade mode is set to „off“ and must be switched to „on“ before you will be able to use them. They come without any representation or warranty that if used for trading they will operate effectively, as expected, or at all. They are used entirely at your own risk.

**7. Limitations, Exclusions and Disclaimers of Liability**

- 7.1 You expressly acknowledge and agree that we have no control over Your Automations and therefore that we shall have no liability to you or any third party for any loss or damage which is caused only by Your Automations.
- 7.2 Our liability in respect of the ATS Services shall be limited in accordance with the "Limitation of Liability" clause of the General Terms.

**8. Suspension/Termination**

- 8.1 We may suspend and/or terminate the ATS Services or any part of them at any time by giving you reasonable notice acting in our sole discretion.
- 8.2 Upon suspension of these ATS Terms you shall cease using the ATS Services and Your Automations in connection with them for the period of such suspension.
- 8.3 Upon termination of the ATS Terms you shall cease using the ATS Services and Your Automations in connection with them permanently and, if requested in writing, promptly return to us all of our Confidential Information in your power, possession, custody or control.