Your Private Broker
Doo Prime

Client Agreement
客户协议

Updated on 25 July 2022
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1. INTRODUCTION
介绍

1.1 Doo Prime online trading services are provided subject to the following terms and conditions in this Client Agreement ("Agreement").
Doo Prime 在线交易服务须遵守本客户协议（"协议"）中的条款和条件。

1.2 This Agreement is entered into between Doo Prime and an individual of full age and capacity or a legal entity ("Client"). This Agreement set forth the terms and conditions governing the Client's Account and Transactions at Doo Prime.
本协议由 Doo Prime 与具有成年和行为能力的个人或法人实体（"客户"）签订。 本协议规定管理 Doo Prime 客户账户和交易的条款和条件。

1.3 By creating Account with Doo Prime, the Client acknowledges that he has read, fully understood and accepted the following and is willing to enter into a legally binding agreement with Doo Prime:
通过在 Doo Prime 创建帐户，客户承认他已阅读、完全理解并接受以下内容，并愿意与 Doo Prime 签订具有法律约束力的协议：

(a) this Agreement;
这项协议;

(b) the Risk Disclosure And Acknowledgement Notice available on Doo Prime's website;
Doo Prime 网站上提供的风险披露和确认通知;

(c) the Privacy Policy available on Doo Prime's website;
Doo Prime 网站上提供的隐私政策;

(d) the Refund Policy available on Doo Prime's website;
Doo Prime 网站上的退款政策;

(e) the Execution Policy available on Doo Prime's website;
Doo Prime 网站上提供的执行政策;

(f) the website Terms and Conditions of Doo Prime's website; and
Doo Prime 网站的网站条款和条件； 和

(g) the Anti-Money Laundering and Counter-Terrorism Financing Policy available on Doo Prime's website.
Doo Prime 网站上提供的反洗钱和反恐融资政策。

1.4 The Client's usage or continued usage of Doo Prime's Services shall also be taken as the Client's consent to be legally bound by this Agreement, any of the documents described in Clause 1.3 and their subsequent amendments upon publishing of the documents on Doo Prime's website.

客户使用或继续使用 Doo Prime 的服务也应视为客户同意受本协议、第 1.3 条所述的任何文件及其在 Doo Prime 网站上发布文件后的后续修订的法律约束。

1.5 This Agreement shall commence immediately upon creation of the Client's Account with Doo Prime, and shall last indefinitely until termination of Account by the Client or Doo Prime.
本协议应在客户在 Doo Prime 上创建账户后立即生效，并无限期持续到客户或 Doo Prime 终止账户为止。

2. DEFINITIONS AND INTERPRETATION
定义和解释

2.1 Throughout this Agreement, unless the context otherwise requires, the following words and expressions shall bear the following meanings:
在本协议中，除非上下文另有要求，以下词语和表达应具有以下含义：

(a) "Account" means the assigned account that is created for the Client when the Client opens a trading account with Doo Prime, including but not limited to trading account, cash account, financial derivatives account and electronic wallet;
"账户"是指客户在 Doo Prime 开立交易账户时为客户创建的指定账户，包括但不限于交易账户、现金账户、金融衍生品账户和电子钱包；；

(b) "Agreement" means this Client Agreement;
"协议"指本客户协议；

(c) "Applicable Statutes And Regulations" means:
"适用的法规和条例"是指：

(i) statutes, rules or orders of the Relevant Regulatory Authorities;
相关监管机构的法规、规则或命令；

(ii) statutes, rules or orders of the relevant regulatory authorities in the Client's jurisdiction;
客户管辖范围内相关监管机构的法规、规则或命令；

(iii) the rules of the relevant financial exchange market; and
相关金融交易市场的规则； 和

(iv) all other applicable laws to this Agreement (and each as amended from time to time as applicable to this Agreement).
本协议的所有其他适用法律（以及适用于本协议的不时修订的每项法律）。

(d) "Base Currency" means the currency in which the Client's Account is maintained and all Transactions are settled on the Account;
"基础货币"是指维持客户账户和所有交易在账户上结算的货币；

(e) "Client Asset" means all cash or cash equivalents including but not limited to cash, cheque, bonds, securities, real estate properties, collateral, insurance money/policies, electronic money, all kinds of properties and other financial derivatives transferred to Doo Prime by the Client in the Account;
"客户资产"是指所有现金或现金等价物，包括但不限于现金、支票、债券、证券、房地产、抵押品、保险金/保单、电子货币、各种财产和其他金融衍生品，通过以下方式转让给 Doo Prime 账户中的客户；

(f) "Confidential Information" means all information relating to the business, products, services, personnel or commercial activities of the person providing the same, including but not limited to trading, transactions, strategies, clients and suppliers, financial accounts, computer programmes, computer data, devices, concepts, inventions (whether or not capable of being patented), designs, methods, techniques, marketing and commercial strategies, customers lists, potential customers lists, processes, data concepts, know-how, formulae, and unique combinations of separate items which may or may not be confidential, which information is not generally known to the public, and all such information will be considered Confidential Information whether or not marked with any proprietary notice or legend when the disclosure of the same is made;
"机密信息"是指与提供这些信息的人的业务、产品、服务、人员或商业活动有关的所有信息，包括但不限于交易、买卖、策略、客户和供应商、财务账户、计算机程序、计算机数据 、设备、概念、发明（无论是否能够获得专利）、设计、方法、技术、营销和商业策略、客户名单、潜在客户名单、流程、数据概念、专有技术、公式和单独的独特组合 可能是或可能不是机密的项目，这些信息通常不为公众所知，并且所有此类信息在披露时都将被视为机密信息，无论是否标有任何专有通知或图例；

(g) "Corporate Event" means a company invested by the Client is undergoing insolvency, being suspended from trading or undertaking any major corporate restructuring, including but not limited to share buyback, corporate takeover, merger & acquisitions;
"公司事件"是指客户投资的公司正在破产、停牌或进行任何重大的公司重组，包括但不限于股票回购、公司收购、并购；

(h) "Doo Prime" means any one of the following entities, as may be applicable:
"Doo Prime"是指以下任何一种实体，如适用：

(i) Doo Prime Seychelles Limited, Republic of Seychelles. Doo Prime Seychelles Limited is a licensed securities dealer, authorized and regulated by the Seychelles Financial Services Authority, and the regulatory number is SD090;

Doo Prime Seychelles Limited，塞舌尔共和国。Doo Prime Seychelles Limited 是一家持牌证券交易商，受塞舌尔金融服务管理局授权和监管，监管编号为 SD090；

(ii) Doo Prime Mauritius Limited, Republic of Mauritius. Doo Prime Mauritius Limited is a licensed investment dealer, authorized and regulated by the Mauritius Financial Services Commission, and the regulatory number is C119023907;
Doo Prime Mauritius Limited，毛里求斯共和国。Doo Prime Mauritius Limited 是一家持牌投资交易商，受毛里求斯金融服务委员会授权和监管，监管号为 C119023907；

(iii) Doo Prime Vanuatu Limited, Republic of Vanuatu. Doo Prime Vanuatu Limited is a licensed financial dealer, authorized and regulated by the Vanuatu Financial Services Commission, and the regulatory number is 700238.
Doo Prime Vanuatu Limited，瓦努阿图共和国。Doo Prime Vanuatu Limited是一家持牌金融交易商，由瓦努阿图金融服务委员会授权和监管， 监管号为 700238。

(i) "Equity" means the cash balance within the Account with Doo Prime and value of open positions which is calculated by the sum of profit and loss of all open positions;
"净值"是指 Doo Prime 账户内的现金余额和未平仓头寸的价值，由所有未平仓头寸的损益之和计算得出；

(j) "Fees" means any applicable commissions, fees and charges as provided in the Trading Platform, including but not limited to additional value added tax, any applicable tax, settlement and exchange fees, regulatory levies or legal fees applicable;
"费用"指交易平台提供的任何适用的佣金、费用和收费，包括但不限于附加增值税、任何适用的税款、结算和兑换费用、监管征费或适用的法律费用；

(k) "Free Margin" is the free margin not involved in the provision of guarantees for open positions and shall be derived from the formula (Free Margin = Equity – Margin);
"可用保证金"是不涉及为未平仓头寸提供担保的可用保证金，应由公式（可用保证金=净值-保证金）推导出来；

(l) "Force Majeure Event" means any of the events set forth in Clause 17;
"不可抗力事件"指第 17 条规定的任何事件；

(m) "GDPR" means the EU General Data Protection Regulation 2016/679;
"GDPR"是指欧盟通用数据保护条例 2016/679；

(n) "Initial Margin" means the minimum amount of money required in the Client's Account to perform a Transaction, as specified on the Trading Platform from time to time for each Services;
"初始保证金"是指交易平台上不时为每项服务指定客户账户中执行交易所需的最低金额;

(o) "Intellectual Property Rights" means any or all of the following:
"知识产权"是指以下任何或所有内容:

(i) the copyright in and to computer programs (object and source code) and copyright in and to the images displayed on screen and the sounds produced including all possible combinations and sequences thereof and the underlying script for the same;
计算机程序（对象和源代码）的版权以及屏幕上显示的图像和产生的声音的版权，包括其所有可能的组合和序列以及相同的底层脚本;

(ii) the trademark for the artwork including but not limited to pictorial, graphic, visual, audio, audio-visual, digital, literary, animated, sculptural or any type of creations, applications, animation, drawings, designs, sketches, visual effects shot logs and character profiles;
艺术品的商标，包括但不限于图片、图形、视觉、音频、视听、数字、文学、动画、雕塑或任何类型的创作、应用程序、动画、绘图、设计、草图、视觉效果拍摄日志和 人物简介;

(iii) all trade secrets and know-how;
所有商业秘密和专有技术;

(iv) software and web portals; and
软件和门户网站; 和

(v) patents and patents applications;
专利和专利申请;

whether or not now existing and whether or not registered or registrable and includes any rights to apply for the registration of such rights and includes all renewals and extensions;
无论现在是否存在，是否已注册或可注册，包括申请注册此类权利的任何权利，包括所有续展和延期;

(p) "Manifest Error" means an error or misquote by Doo Prime, any market, exchange, banking institution, information source, or any third party reasonably relied by Doo Prime;
"明显错误"是指 Doo Prime或Doo Prime 合理依赖的任何市场、交易所、银行机构、信息来源、任何第三方的错误或错误引用;

(q) "Margin" means collectively Initial Margin and Margin Requirement;
"保证金"是指初始保证金和保证金要求的统称;

(r) "Margin Level" shall be derived from the formula (Equity / Margin x 100%);
"保证金水平"应从公式中得出（净值/保证金 x 100%）；

(s) "Margin Call" means the value of the Margin Level as provided in the Trading Platform;
"追加保证金"是指交易平台提供的保证金水平的价值;

(t) "Margin Requirement" means the minimum amount of money required in the Client's Account as specified on the Trading Platform to keep an open position on the Trading Platform;
"保证金要求"是指交易平台上规定的客户账户中保持交易平台上未平仓头寸所需的最低金额;

(u) "Material" means any materials and information distributed by the third party, as described in Clause 3;
"材料"是指第 3 条所述的由第三方分发的任何材料和信息;

(v) "Party" means the Client or Doo Prime (collectively, "Parties");
"一方"是指客户或 Doo Prime（统称"各方"）；

(w) "Personal Data" means the personal data provided by the Client and shall have its meaning under the GDPR;
"个人数据"是指客户提供的个人数据，应具有 GDPR 下的含义;

(x) "Relevant Regulatory Authorities" means the relevant regulatory authority which may be applicable to Doo Prime's business operation and service providers, including but not limited to the United States Securities and Exchange Commission, the United States Financial Industry Regulatory Authority, the United Kingdom Financial Conduct Authority, the Australian Securities & Investments Commission, the European Securities and Markets Authority, the Seychelles Financial Services Authority, the Mauritius Financial Services Commission, the Vanuatu Financial Services Commission and etc.
"相关监管机构" 是指可能适用于 Doo Prime 业务运营和服务提供商的相关监管机构，包括但不限于美国证券交易委员会、美国金融业监管局、英国金融行为监管局 、澳大利亚证券和投资委员会、欧洲证券和市场管理局、塞舌尔金融服务管理局、毛里求斯金融服务委员会、瓦努阿图金融服务委员会等。

(y) "Services" means the dealing services provided by Doo Prime to the Client within the Trading Platform;
"服务"是指 Doo Prime 在交易平台内向客户提供的交易服务;

(z) "Specified Default Event" means any of the events set forth in Clause 9;

"特定违约事件"是指第 9 条中规定的任何事件;

(aa) "Stop Loss" means an order to close an open position to achieve a certain level of prices to reduce losses;
"止损"是指将未平仓头寸平仓以达到一定价格水平以减少损失的指令;

(bb) "Stop Out" occurs when the value of the Margin Level falls below the level as provided in the Trading Platform where force closing of the opened positions shall occur without any prior notice to the Client;
"强制平仓"发生在交易平台中规定的保证金水平值降低至特定水平而导致未事先通知客户的强制平仓的情况下;

(cc) "Trading Hours" means the hours of the day when Transactions may, subject to this Agreement, be opened or closed in relation to the Services;
"交易时间"是指一天中根据本协议可以就服务开启或关闭交易的时间;

(dd) "Trading Platform" means Doo Prime's electronic trading platform facility, as described in Clause 7.3;
"交易平台"是指 Doo Prime 的电子交易平台设施，如第 7.3 条所述;

(ee) "Transaction" or "Transactions" means:
"交易"是指:
(i) the opening or closing of trades, orders or positions; and
交易、订单或头寸的开仓或平仓; 和
(ii) deposits, withdrawals, internal fund transfer and all other fund movement activities,
存款、取款、内部资金转账和所有其他资金流动活动,
whether by Doo Prime or the Client, in accordance with the terms of this Agreement.
根据本协议的条款，无论是 Doo Prime 还是客户。

2.2 In this Agreement:
在本协议中:

(a) words denoting the singular shall include the plural number and vice versa;
表示单数的词应包括复数，反之亦然;

(b) words denoting any gender shall include all genders; and
表示任何性别的词语应包括所有性别； 和

(c) words denoting persons shall include natural persons, firms, companies, bodies corporate and unincorporated bodies.
表示人的词语应包括自然人、公司、企业、法人团体和非法人团体。

2.3 Unless otherwise expressly provided, any reference in this Agreement to:
除非另有明确规定，否则本协议中的任何提及：

(a) a clause or a Schedule is a reference to the relevant clause of, or schedule to, this Agreement; and
条款或附表是对本协议相关条款或附表的引用； 和

(b) any reference to a section is a reference to the relevant section of the relevant Schedule.
提述某条文，即提述有关附表的有关条文。

The Schedules shall form part of this Agreement.
附表应构成本协议的一部分。

2.4 The headings to the clauses, sections and Schedule in this Agreement are for the purposes of reference only, and shall be ignored when construing the meaning of any provision of this Agreement.
本协议中的条款、章节和附表的标题仅供参考，在解释本协议任何条款的含义时应忽略。

3. SERVICES BY DOO PRIME
DOO PRIME 的服务

3.1 PROVISION OF SERVICES BY DOO PRIME
DOO PRIME 提供的服务

3.1.1 All Services provided by Doo Prime and all Transactions shall subject to the terms and conditions herein contained.
Doo Prime 提供的所有服务和所有交易均应遵守此处包含的条款和条件。

3.1.2 The Client acknowledges and agrees that Doo Prime's Services do not include the provision of any investment advice or recommendation. Any possible discussions carried on between the Client and Doo Prime's employees or any information provided by Doo Prime shall not constitute any binding relationship among them, nor do they constitute Doo Prime's recommendations to the Client.
客户承认并同意 Doo Prime 的服务不包括提供任何投资建议或推荐。 客户与 Doo Prime 员工之间进行的任何可能的讨论或 Doo Prime 提供的任何信息均不构成他们之间的任何约束关系，也不构成 Doo Prime 对客户的推荐。

3.1.3 Any investment information displayed on Doo Prime's or any of Doo Prime's holding company's website shall not constitute any investment, tax, legal, regulatory or financial advice and has no regard to specific investment objectives, financial situations or particular needs of the Client. The Client understands and acknowledges:

Doo Prime 或 Doo Prime 的任何控股公司网站上显示的任何投资信息均不构成任何投资、税务、法律、监管或财务建议，也不考虑客户的特定投资目标、财务状况或特定需求。 客户理解并承认：

(a) that all information published on Doo Prime's or any of Doo Prime's holding company's website is addressed to the general public solely for information purposes; and
在 Doo Prime 或 Doo Prime 的任何控股公司网站上发布的所有信息仅供公众参考； 和

(b) that mere explanation of the terms of any Transactions or its performance characteristics does not amount to advice on the merits of the investment.
仅仅解释任何交易的条款或其表现特征并不构成对投资价值的建议。

3.1.4 The Client affirms, acknowledges and accepts that Doo Prime shall not in any circumstances:
客户确认、承认并接受 Doo Prime 在任何情况下均不得：

(a) oblige to provide any investment advice in relation to any Services;
有义务就任何服务提供任何投资建议；

(b) bear any responsibility for any Transaction or investment decisions carried out by the Client; and
对客户进行的任何交易或投资决定承担任何责任； 和

(c) in response to the Client's request for further market information, Doo Prime's disclosure of such factual market information to the Client will not constitute as investment advice.
为响应客户对进一步市场信息的要求，Doo Prime 向客户披露此类真实市场信息不构成投资建议。

3.1.5 The Client understands and accepts that he is solely responsible for any investment strategy, transactions or investments that the Client enters into.
客户理解并接受他对客户订立的任何投资策略、交易或投资负全部责任。

3.1.6 Doo Prime may, from time to time and as often as it deems appropriate, issue and/or distribute material or third-party material ("Material"), which contains information including but not limited to the conditions of the financial markets, posted on Doo Prime's website and other media and /or received by the Client. It should be noted that the Material is used solely for the purposes of marketing communication and does not contain, and should not be construed as containing investment advice and/or an investment recommendation for any Transactions. While Doo Prime took all reasonable efforts to ensure the accuracy and completeness of the information, Doo Prime makes no representations and warranties to the Material and shall not be liable for any direct or indirect loss or damages for any inaccuracies and incompleteness of the information provided. The Client shall not reproduce, copy, redistribute, license the Material without Doo Prime's consent.
Doo Prime 可能会不时并在其认为适当的情况下发布和/或分发材料或第三方材料（"材料"），其中包含的信息包括但不限于金融市场状况，发布于 Doo Prime 的网站和其他媒体和

/或由客户接收。该材料仅用于营销传播目的，不包含也不应被解释为包含任何交易的投资建议和/或投资推荐。 尽管 Doo Prime 已尽一切合理努力确保信息的准确性和完整性，但 Doo Prime 不对材料作出任何陈述和保证，并且不对所提供信息的任何不准确和不完整造成的任何直接或间接损失或损害负责。 未经 Doo Prime 同意，客户不得仿造、复制、重新分发、许可材料。

3.2 SUSPENSION AND TERMINATION OF SERVICES BY DOO PRIME
Doo Prime 暂停和终止服务

3.2.1 Doo Prime reserves the right and may at its discretion:
Doo Prime 保留权利并可自行决定：

(a) suspend or terminate the Client's Account;
暂停或终止客户的账户；

(b) perform additional due diligence by requesting for further documents and details from the Client;
通过要求提供更多文件和详细信息来执行额外的客户尽职调查；

(c) freeze the Client Asset in the Account indefinitely until further notice;
无限期冻结客户在账户中的资金，直至另行通知；

(d) suspend open and close positions, close any open positions or reject opening of new positions;
暂停开仓和平仓，平仓或拒绝开仓；

(e) suspend or terminate any ongoing Transactions;
暂停或终止任何正在进行的交易；

(f) reject and return all deposit of funds made by the Client;
暂停或终止任何正在进行的交易；

(g) investigate the alleged suspicion within 14 calendar days, extendable up to another 14 calendar days after the lapse of the initial 14 calendar days;
在 14 个日历日内调查涉嫌的怀疑，在最初的 14 个日历日过后可延长至另外 14 个日历日；

(h) submit a suspicious activity or suspicious transaction report to the Relevant Regulatory Authorities;
向有关监管部门提交可疑活动或可疑交易报告；

(i) deduct any expenses incurred by us as a result of the Client's misrepresentation；
向监管部门提交可疑活动或可疑交易报告；

with or without prior notifying the Client. The Client agrees and acknowledges that Doo Prime shall not be responsible or liable to the Client or any third party in connection to the Client for any modification, suspension or discontinuance of any of Doo Prime's Services. The Client shall indemnify Doo Prime for all costs and expenses incurred by Doo Prime due to all of the events above.

无论是否事先通知客户。 客户同意并承认，对于 Doo Prime 的任何服务的任何修改、暂停或终止，Doo Prime 不对客户或与客户有关的任何第三方负责或承担任何责任。 客户应赔偿 Doo Prime 因上述所有事件而产生的所有成本和费用。

3.2.2 The Client acknowledges that Doo Prime may act in accordance with Clause 3.2.1 in the event:

客户承认，在以下情况下，Doo Prime 可根据第 3.2.1 条行事：

(a) Doo Prime reasonably believes that proceeding with the Transaction will infringe any Applicable Statutes And Regulations;

Doo Prime 有理由认为进行交易将违反任何适用的法规和条例；

(b) the Client is in breach or Doo Prime reasonably believes that the Client will be in breach of the material terms and conditions of this Agreement;

客户违反或 Doo Prime 合理地认为客户将违反本协议的重要条款和条件；

(c) the Client has made any material misrepresentation to Doo Prime, including but not limited to providing fake, forged or altered documentation;

客户对 Doo Prime 作出任何重大失实陈述，包括但不限于提供虚假、伪造或更改的文件；

(d) the Client failed to provide the information requested in relation to any verification process undertaken by Doo Prime;

客户未能提供与 Doo Prime 进行的任何验证过程相关的信息；

(e) the Client acted contrary in good faith or engaged in illegal and/or immoral activity, including but not limited to money laundering, hedging in bad faith, fraud, or any other forms of deceitful or fraudulent activity;

客户违反诚信行事或从事非法和/或不道德的活动，包括但不限于洗钱、恶意对冲、欺诈或任何其他形式的欺骗或欺诈活动；

(f) there is a security breach;

存在安全漏洞；

(g) Doo Prime has reasonable grounds to believe that the Client is using an electronic device, software, algorithm or any other strategy to exploit, manipulate or take unfair advantage of Doo Prime's trading system;

Doo Prime 有合理理由相信客户正在使用电子设备、软件、算法或任何其他策略来利用、操纵或不公平地利用 Doo Prime 的交易系统；

(h) Doo Prime has reasonable grounds to believe that the Client will not be able to pay Doo Prime anything owed by the Client to Doo Prime;
Doo Prime 有合理理由相信客户将无法向 Doo Prime 支付客户欠 Doo Prime 的任何款项;

(i) insolvency, bankruptcy or debt restructuring event occurs in relation to the Client;
发生与客户有关的无力偿债、破产或债务重组事件;

(j) a Force Majeure Event occurs; or
发生不可抗力事件; 或

(k) a Specified Default Event occurs.
发生特定违约事件。

4. COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS AND AGREEMENT AMENDMENTS
遵守适用的法律法规和协议修订

4.1 The Client acknowledges that all Transactions under this Agreement shall subject to the Applicable Statutes And Regulations wherein:
客户承认，本协议项下的所有交易均应遵守适用的法规和条例，其中:

(a) if there is any conflict between this Agreement and any Applicable Statutes And Regulations, the latter shall prevail;
如果本协议与任何适用的法律法规有冲突，以后者为准;

(b) Doo Prime reserves the right to take any necessary and reasonable action in relation to any Transaction and Account in ensuring compliance with any of the Applicable Statutes And Regulations; and
Doo Prime 保留对任何交易和账户采取任何必要和合理行动的权利，以确保遵守任何适用的法规和条例; 和

(c) all actions taken by Doo Prime in compliance with the Applicable Statutes And Regulations shall be irrevocably binding on the Client.
Doo Prime 按照适用的法规和条例采取的所有行动均对客户具有不可撤销的约束力。

4.2 In the event there is any suspicious activity or transaction, Doo Prime may exercise the rights under Clause 3.2.1 and investigate the suspicious activity or transaction within 14 calendar days, extendable up to another 14 calendar days after the lapse of the initial 14 calendar days. Doo Prime reserves its rights to report the Client's activity to the Relevant Regulatory Authorities and shall not be liable for any direct or indirect loss or damages in the event there is:
如果有任何可疑活动或交易，Doo Prime 可以行使第 3.2.1 条规定的权利，并在 14 个日历日内对可疑活动或交易进行调查，在最初的 14 个日历日过后可延长至另外 14 个日历日。Doo

Prime 保留向相关监管机构报告客户活动的权利，如果出现以下情况，对任何直接或间接损失或损害不承担任何责任：

(a) fraudulent misrepresentation by the Client;
客户的欺诈性虚假陈述；

(b) any form of unjust enrichment by the Client;
客户任何形式的不当得利；

(c) any illegal business activities undertaken to the Client; or
客户进行的任何非法商业活动； 或

(d) any other business activities which are not in compliance or potentially not in compliance with the Applicable Statutes And Regulations;
任何其他不符合或可能不符合适用法规和条例的商业活动；

which thereafter Doo Prime reserves its rights in terminating this Agreement in accordance with Clause 16.
此后，Doo Prime 保留根据第 16 条终止本协议的权利。

4.3 The Client accepts and understands that Doo Prime is entitled to amend the terms and conditions of this Agreement at any time by publishing an amended Client Agreement on the website or CRM system, or giving a notice of minimum thirty calendar days (“Amendments”), including but not limited to a notice given by e-mail to the Client or posted on Doo Prime’s website. The Amendments shall supersede the relevant terms and conditions of the previous agreement.
客户接受并理解 Doo Prime 有权随时通过在网站或CRM系统上发布经修订的客户协议，或发出至少三十个日历日的通知（“修订”）来修改本协议的条款和条件，包括但不限于 通过电子邮件发送给客户或发布在 Doo Prime 网站上的通知。 修订将取代先前协议的相关条款和条件。

4.4 Doo Prime reserves the right to review and amend all terms and conditions related to the trading and execution of the Services, and such changes shall be effective upon publishing on Doo Prime’s website or CRM system, which the Client undertakes to check from time to time.
Doo Prime 保留审查和修改与服务的交易和执行相关的所有条款和条件的权利，此类更改应在 Doo Prime 网站或CRM系统上发布后生效，客户承诺不时检查。

4.5 The Amendments shall become effective upon publishing on the wwebsite or CRM system and the Client shall be deemed to accept the Amendments unless Doo Prime receives a written notice of the Client’s disapproval within thirty calendar days as from the date of notification. In such case, the Amendments shall not be binding on the Client, but the Client’s Account will be suspended within fourteen calendar days and the Client is advised to make the necessary arrangements to terminate the Client’s Account.

修订将在网站或CRM系统上发布后生效，除非 Doo Prime 在通知之日起三十个日历日内收到客户不批准的书面通知，否则客户应被视为接受修订。 在这种情况下，修订对客户不具有约束力，但客户的账户将在十四个日历日内被暂停，并建议客户做出必要的安排以终止客户的账户。

4.6 Doo Prime expressly reserves the right to use its wwebsite or CRM system to inform the Client about any changes in this Agreement and the posting of a notice on Doo Prime's website or CRM system shall be deemed a valid notification of such changes to the Client. The Client undertakes to regularly review Doo Prime's website or CRM system, and/or regularly access his Account for any relevant information published.

Doo Prime 明确保留使用其网站或CRM系统将本协议的任何更改通知客户的权利，并且在 Doo Prime 网站或CRM系统上发布通知应被视为向客户发出此类更改的有效通知。 客户承诺定期查看 Doo Prime 的网站或CRM系统，和/或定期访问他的帐户以获取任何已发布的相关信息。

5. CLIENT'S RISK DISCLOSURE AND ACKNOWLEDGEMENT

客户的风险披露和确认

5.1 The Client acknowledges that the Client has read the Risk Disclosure And Acknowledgement available on Doo Prime's website.

客户承认客户已阅读 Doo Prime 网站上的风险披露和确认。

5.2 The Client understands that the Services on Doo Prime's website are highly speculative and may expose the Client's financial position to a high degree of volatility. The Client accepts, understands and is aware of the risks herein and is willing to undertake this risk.

客户了解 Doo Prime 网站上的服务具有高度投机性，可能会使客户的财务状况面临高度波动。 客户接受、理解并意识到此处的风险并愿意承担此风险。

5.3 All Services available on Doo Prime's website shall not constitute as a solicitation or offer to transact the Services. Some Services are only limited to customers in certain countries and regions.

Doo Prime 网站上提供的所有服务均不构成交易服务的招揽或要约。 某些服务仅限于某些国家和地区的客户。

5.4 The Client acknowledges and accepts that:

客户承认并接受：

(a) the Client is financially willing and capable of assuming the risk of trading in speculative investments;

客户在财务上愿意并有能力承担投机性投资交易的风险；

(b) the Client is solely responsible for any profit or loss from the investment or trading decisions made;

客户对所做出的投资或交易决定的任何利润或损失承担全部责任；

(c) the Client's investment decisions will be based solely on his own evaluation of the market, financial circumstances and investment objectives wherein the Client undertakes not to hold Doo Prime liable for any trading loss incurred;
客户的投资决定将完全基于他自己对市场、财务状况和投资目标的评估，其中客户承诺不对 Doo Prime 追究任何交易损失的责任；

(d) the Client is responsible to maintain proper functional computer equipment, steady internet connection, operating system with sufficient anti-virus protection and back-up system to prevent damage and/or unauthorised access to the Client's Account and Trading Platform;
客户有责任保持功能正常的计算机设备、稳定的互联网连接、具有足够防病毒保护的操作系统和备份系统，以防止损坏和/或未经授权访问客户的账户和交易平台；

(e) past performance of an investment is not an indication of its performance in the future;
一项投资的过往表现并不代表其未来表现；

(f) some Services are contingent liabilities transactions and Doo Prime shall not provide any guarantee on their liquidity. Due to unforeseeable market circumstances:
某些服务是或有负债交易，Doo Prime无法对其流动性提供任何保证。 由于不可预见的市场情况：
(i) there may be difficulty in liquidating positions;
平仓可能有困难；
(ii) liquidation may only be possible at a large loss; or
清算可能只能在巨额亏损的情况下进行； 或
(iii) the Client may be required to deposit additional large sums in a short period of time as Margin to secure the Client's positions from being liquidated at a loss;
客户可能需要在短时间内存入额外的大笔资金作为保证金，以确保客户的头寸不会被亏损的情况下清算；

(g) Transactions on markets in other jurisdictions may expose the Client to additional risks as such markets may offer different or inferior investor protection, and the Client is advised to understand the rules and risks prior trading in markets of other jurisdictions;
在其他司法管辖区的市场进行交易可能会使客户面临额外的风险，因为这些市场可能会提供不同或较差的投资者保护，建议客户在进行其他司法管辖区的市场交易之前了解其规则和风险；

(h) Doo Prime reserves the right to amend, revoke or terminate any trading events, activities, promotional activities and any sort of benefit provided by Doo Prime at any time without any prior notice;
Doo Prime 保留随时修改、撤销或终止 Doo Prime 提供的任何交易活动、活动、促销活动和任何种类利益的权利，恕不另行通知；

(i) all Transactions made on Trading Platform shall be deemed to have been made by the Client or his authorised representative;
在交易平台上进行的所有交易均应被视为由客户或其授权代表进行；

(j) CFDs are complex instruments and comes with contingent liabilities and high risks of losing money rapidly due to leverage and the Client assumes all risks associated prior investing;
差价合约是复杂的工具，带有或有负债和因杠杆而迅速亏损的高风险，客户承担与之前投资相关的所有风险；

(k) Transactions in futures are extremely risky where the gearing or leverage obtainable in futures trading meant that a small deposit or down payment can lead to large losses as well as gains;
期货交易风险极大，因为期货交易中可获得的杠杆意味着少量的存款或首付可能导致巨大的损失和收益；

(l) trading on Margin is extremely risky and may result in loss of funds greater than the amount deposited in the Client's Account;
保证金交易风险极大，可能导致资金损失超过客户账户中的存入金额；

(m)the Client is aware and understands the characteristics and risks in relation to each Services and the features of Trading Platform, and shall not trade or deal with each Services unless the Client accepts and understands so;
客户知晓并理解每项服务的特点和风险以及交易平台的特点，除非客户接受和理解，否则不得交易或处理每项服务；

(n) the Client has read this Agreement, agree to all the terms and conditions and independently evaluated the risks and merits of Doo Prime's Trading Platform and Transaction without relying on any representation and warranties otherwise mentioned in this Agreement;
客户已阅读本协议，同意所有条款和条件，并独立评估 Doo Prime 交易平台和交易的风险和优点，而且并不依赖本协议中另有提及的任何陈述和保证；

(o) the Client has independently evaluated the Applicable Statutes And Regulations in the Client's region and undertakes to enter this Agreement without violating any Applicable Statutes And Regulations;
客户已独立评估客户所在地区的适用法规和条例，并承诺在不违反任何适用法规和条例的情况下签订本协议；

(p) if the Services are traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance and may lead to losses for the Client.
如果服务以客户居住国货币以外的货币进行交易，汇率的任何变化都可能对其价值、价格和表现产生负面影响，并可能导致客户蒙受损失。

(q) Doo Prime shall not be liable for any loss or damages caused by failure, delay, interruption, malfunction in information, communication, or electronic systems, save for gross negligence or wilful default by Doo Prime;
对于因信息、通信或电子系统的故障、延迟、中断、故障而造成的任何损失或损害，Doo Prime 概不负责，但 Doo Prime 的重大过失或故意违约除外；

(r) due to rapid market fluctuation and unforeseeable events:
由于快速的市场波动和不可预见的事件：
  (i) a Stop Loss order may not be effective in limiting the loss incurred;
  止损单可能无法有效限制所产生的损失；
  (ii) the Client may be required to deposit a substantial amount of funds in a short term to maintain the open positions;
  客户可能需要在短期内存入大量资金以维持未平仓头寸；
  (iii) there will be difficulty in liquidating some positions;
  部分仓位将难以平仓；
  (iv) Doo Prime may exercise Margin Call and/or Stop Out in accordance with Clause 7 and Doo Prime shall not be liable for any loss suffered by the Client;
  Doo Prime 可以根据第 7 条行使追加保证金和/或强制平仓，Doo Prime 不对客户遭受的任何损失负责；

(s) the Client is aware and understands the Fees payable for each Services;
客户知晓并理解每项服务的应付费用；

(t) Doo Prime's prices of trading instruments are obtained from Doo Prime's liquidity providers, and when the liquidity of Services are limited, there will be price gaps and liquidity shortages where Transactions may not be executed at the price and volume intended;
Doo Prime 的交易工具价格是从 Doo Prime 的流动性提供者处获得的，当服务的流动性有限时，可能会出现价格差距和流动性短缺，交易可能无法按照预期的价格和数量执行；

(u) the prices of some Services available on the Trading Platform may be independent of any exchanges and Doo Prime is not obliged to follow the prices of other exchange platforms;
交易平台上提供的某些服务的价格可能独立于任何交易所，Doo Prime 没有义务遵循其他交易所平台的价格；

(v) the Client should obtain the relevant details in relation to the intended investment, such as Margin Requirements, positions and/or volume limits etc;
客户应获取有关预期投资的相关详情，例如保证金要求、头寸和/或交易量限制等；

(w) the Client is liable for his taxes and/or other duty in ensuring compliance with the Applicable Statutes And Regulations;
客户应对其税费和/或其他确保遵守适用法规和条例的义务负责；

(x) in the event of Doo Prime's insolvency or involvement in a debt restructuring mechanism, the Client may not fully recover the funds or properties deposited in the Account;

如果 Doo Prime 破产或参与债务重组机制，客户可能无法完全收回存入账户的资金或财产；

(y) Doo Prime shall not be under any obligation to inform the Client any occurrence of Corporate Event, and shall not be liable for any loss for doing so;
Doo Prime 没有任何义务通知客户任何公司事件的发生，并且不承担由此造成的任何损失；

(z) Doo Prime shall not engage any business relationships with individuals or companies of certain jurisdictions, as updated from time to time on Doo Prime's website. Doo Prime reserves the right to amend its prohibited country list at any time without prior notice;
Doo Prime 不得与 Doo Prime 网站上不时更新的某些司法管辖区的个人或公司建立任何业务关系。 Doo Prime 保留随时修改其禁止国家名单的权利，恕不另行通知；

(aa) the transactional data, trade and trading product details (except for the Client's Personal Data) from the Trading Platform remains the sole property of Doo Prime, and Doo Prime reserves the right to act upon it if necessary or deemed appropriate and reasonable by Doo Prime; and
来自交易平台的交易数据、交易和买卖产品详细信息（客户个人数据除外）仍然是 Doo Prime 的专有财产，Doo Prime 保留在必要或 Doo Prime 认为适当和合理的情况下对其采取行动的权利； 和

(bb) that CFD trading does not give the Client any right to the underlying instrument of the Transaction, and depending on its nature, the Client may be liable to make further payments when the Transaction fails.
差价合约交易不赋予客户对基础交易工具的任何权利，并且根据其性质，当交易失败时，客户可能有责任进一步付款。

5.5 The risks disclosed in this Agreement and the Risk Disclosure And Acknowledgement Notice are non-exhaustive and may not have disclosed or explained all of the risks associated in dealing with the Services. The Client should seek independent advice if the Client does not understand the risks explained herein.
本协议和风险披露和确认通知中披露的风险并非详尽无遗，并且可能未披露或解释与处理服务相关的所有风险。 如果客户不理解此处解释的风险，客户应寻求独立建议。

6. CLIENT'S REPRESENTATIONS AND WARRANTIES
客户的陈述和保证

6.1 The Client represents and warrants to Doo Prime, and agree that each such representation and warranty is deemed repeated each time the Client open or close a Transaction by reference to the circumstances prevailing at such time, that:
客户向 Doo Prime 陈述和保证，并同意每次客户根据当时的情况打开或关闭交易时，每项此类陈述和保证均有重复效果，即：

(a) the Client is an individual of sound mind, full age and legal competence, or if the Client is a corporate body, the Client warrants that he is legally incorporated and the authorised representative shall have full authority in dealing with the Account;

客户是思想健全、成年并具有法律能力的个人，或者如果客户是法人团体，客户保证他是合法注册成立的，并且授权代表拥有处理账户的全部权力；

(b) the Client has obtained all corporate, governmental, regulatory and other consents or approvals necessary for the execution, delivery and performance of this Agreement;
客户已获得执行、交付和履行本协议所需的所有公司、政府、监管和其他同意或批准；

(c) the Client has full power and lawful authority to execute, deliver and perform this Agreement;
客户拥有执行、交付和履行本协议的全部权力和合法授权；

(d) no winding-up petition has been presented, no order of court has been made, no bankruptcy action has been initiated against the Client, no resolution has been passed for the winding-up of the Client or for the appointment of liquidator or a provisional liquidator of the Client;
未有清盘呈请，法院命令，破产诉讼，针对客户提出、作出、提起，未有就客户清盘或任命清盘人或临时清盘人的决议通过；

(e) the Client is not a politically exposed person, close associate of politically exposed person, non-government organisation, or embassy;
客户不是政治人物、政治人物、非政府组织或大使馆的亲密伙伴；

(f) the Client has no businesses in defence, military, atomic power, adult entertainment, marijuana, gambling;
客户在国防、军事、原子能、成人娱乐、大麻、赌博方面没有业务；

(g) the information provided to Doo Prime in the Client's application form and at any time thereafter is true and accurate;
在客户的申请表中以及之后的任何时间提供给Doo Prime的信息都是真实准确的；

(h) the Client is duly authorised to execute and deliver this Agreement, to enter into each Transaction and to perform the Client's obligation hereunder and has taken all necessary action to authorise such execution, delivery and performance;
客户被正式授权执行和交付本协议、进行每笔交易并履行客户在本协议下的义务，并已采取一切必要行动授权此类执行、交付和履行；

(i) the Client will enter into this Agreement and each Transaction as principal unless the Client has informed Doo Prime otherwise in writing or the Client is acting in accordance with a power of attorney;
除非客户以书面形式另行通知 Doo Prime 或客户是按照授权书行事，否则客户将作为委托人签订本协议和每笔交易；

(j) any persons representing the Client in executing a Transaction or authorised to execute a Transaction will have been duly authorised;
代表客户执行交易或被授权执行交易的任何人将已获得正式授权；

(k) execution of this Agreement and each Transaction will not violate any Applicable Statutes And Regulations, law, statutes or regulations applicable to the Client;

本协议的执行和每笔交易不会违反适用于客户的任何适用法规和条例、法律、法规或法规；

(l) the Client is not entering this Agreement under duress or otherwise persuaded or forced to enter this Agreement;
客户未在胁迫或以其他方式说服或被迫签的情况下签订本协议；

(m)this Agreement, each Transaction and obligations created herein are legally binding and enforceable against the Client;
本协议中创建的每项交易和义务对客户具有法律约束力和可执行性；

(n) the Client undertakes to notify Doo Prime as soon as reasonably practicable any changes of his personal details or other information relevant to this Agreement;
客户承诺在合理可行的情况下尽快通知 Doo Prime 其个人详细信息或与本协议相关的其他信息的任何更改；

(o) the Client has not breached any terms and conditions of this Agreement as of the date of this Agreement;
截至本协议签订之日，客户未违反本协议的任何条款和条件；

(p) the Client has read, understood and undertakes to comply with this Agreement, and the documents mentioned in Clause 1.3 at all times;
客户已阅读、理解并承诺遵守本协议以及第 1.3 条中提及的文件；

(q) upon request, the Client shall provide Doo Prime with any information or evidence required to comply with this Agreement, including but not limited to details on source of funds, verification documents as per Doo Prime's request, etc., and the Client's failure to provide the same may invoke Doo Prime's right to exercise the rights under Clause 3.2.1;
应要求，客户应向 Doo Prime 提供遵守本协议所需的任何信息或证据，包括但不限于资金来源的详细信息、根据 Doo Prime 要求的验证文件等，以及客户的失败 提供相同内容可能会援引 Doo Prime 行使第 3.2.1 条规定的权利；

(r) use the Services, Trading Platform, services by Doo Prime's payment service providers and other service providers in good faith and for own trading purposes, and shall not use it for purposes other than this Agreement;
诚信使用本服务、交易平台、Doo Prime 支付服务商和其他服务商提供的服务与用于自己的交易目的，不得将其用于本协议以外的目的；

(s) use the Services, data and information on the Trading Platform in compliance with Applicable Statutes And Regulations and for the purposes of this Agreement;
根据适用的法规和条例以及为本协议的目的使用交易平台上的服务、数据和信息；

(t) that all the funds which will be used or deposited to Doo Prime, Doo Prime's related companies, affiliates, payment services providers, payment gateway providers and their respective banking services providers shall not subject to any charges, liens or other

encumbrances or originate in any way from illegal activities, including but not limited to drug trafficking, abduction, money laundering, or other criminal activity;
将使用或存入 Doo Prime、Doo Prime 的相关公司、关联公司、支付服务提供商、支付网关提供商及其各自的银行服务提供商的所有资金不应受到任何押记、留置权或其他产权负担或以任何方式产生自非法活动，包括但不限于贩毒、绑架、洗钱或其他犯罪活动；

(u) at all times comply with all Applicable Statutes And Regulations;
始终遵守所有适用的法规和条例；

(v) the Client is willing and financially able to sustain a total loss of all the Client's funds paid to Doo Prime as a result of performing the Transactions;
客户愿意并在财务上能够承受因执行交易而支付给Doo Prime的所有客户资金的全部损失；

(w) the Client has installed and implemented appropriate means of anti-virus protection and undertakes to indemnify Doo Prime for any resulting loss or damages for breach of this clause;
客户已安装并实施了适当的防病毒保护措施，并承诺赔偿 Doo Prime 因违反本条款而造成的任何损失或损害；

(x) to bear all applicable personal taxes and indemnify Doo Prime from any loss or damages as a result of breaching this clause;
承担所有适用的个人税并赔偿 Doo Prime 因违反本条款而造成的任何损失或损害；

(y) Doo Prime may use the name, logo, trademark, or brand of the Client for marketing and promotion purposes;
Doo Prime 可以将客户的名称、徽标、商标或品牌用于营销和促销目的；

(z) the Client shall inform Doo Prime any breaches or potential breaches of this Agreement by the Client whereby this Agreement may be voidable at Doo Prime's discretion in the absence of such notifications.
客户应通知 Doo Prime 客户违反或可能违反本协议的任何行为，在没有此类通知的情况下，Doo Prime 可自行决定撤销本协议。

6.2 The Client represents and warrants to Doo Prime not to:
客户向 Doo Prime 声明并保证不会：

(a) use the Trading Platform, services by Doo Prime's payment service providers and other service providers for any unlawful purposes;
将交易平台、Doo Prime 支付服务提供商和其他服务提供商的服务用于任何非法目；

(b) negligently or maliciously interfere, disrupt, overload or delay the operation of the Trading Platform, Doo Prime's payment service providers and other service providers;
疏忽或恶意干扰、扰乱、超载或延迟交易平台、Doo Prime 的支付服务提供商和其他服务提供商的运营；

(c) use any software, programs, algorithms or applications other than those provided by Doo Prime, either directly or indirectly to:
使用除Doo Prime提供的软件、程序、算法或应用程序以外的任何软件、程序、算法或应用程序，直接或间接用于：

(i) manipulate or take unfair advantage of the Trading Platform, services by Doo Prime's payment service providers and other service providers; or
操纵或不公平地利用交易平台、Doo Prime 支付服务提供商和其他服务提供商的服务； 或

(ii) apply any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which Doo Prime constructs, provides or conveys Doo Prime's bid or offer prices;
用于操纵或不公平地利用Doo Prime构建、提供或传达Doo Prime的买入或卖出价格的方式的任何套利做法（例如但不限于延迟滥用、价格操纵或时间操纵）；

(d) adopt any trading strategies aimed at exploiting errors in prices and/or trading at off-market prices, or take advantage of internet delays;
采取任何旨在利用价格错误和/或场外价格交易的交易策略，或利用互联网延迟；

(e) perform any malicious carry trade, carry trade in bad faith or other similar trading strategies to take advantage of differences in interest rates of foreign currencies;
进行任何恶意套利交易、无诚信套利交易或其他类似的交易策略，以利用外币利率差异；

(f) perform any Transaction, either by the Client or acting in concert with others:
自行或与他人一致执行任何交易：

(i) which will have a declarable interest in the relevant company set by the applicable security exchange regulations;
根据适用的证券交易所法规，执行该相关公司中拥有可申报的权益的交易；

(ii) in relation to:
有关于：

(aa) a placing, issue, distribution or other analogous event;
配售、发行、分发或其他类似事件；

(bb) an offer, take-over, merger or other analogous event; or
要约、收购、合并或其他类似事件； 或

(cc) any other corporate finance style activity;
任何其他公司财务风格的活动；

which the Client is involved or otherwise interested;
客户参与或以其他方式拥有利益的情况下；

(g) breach any of the Applicable Statutes And Regulations;

违反任何适用的法规和条例；

(h) breach any material terms of this Agreement;
违反本协议的任何重要条款；

(i) decompile, decode or disassemble any of Doo Prime's algorithm, software or application;
反编译、解码或反汇编Doo Prime的任何算法、软件或应用程序；

(j) in Doo Prime's reasonable discretion, commit any of the following for improper gain, profits, rebates, commissions, swap-free, save cost and any sort of benefit:
在 Doo Prime 的合理酌情权下，为不正当收益、利润、回扣、佣金、免掉期、节省成本和任何形式的利益而做出以下任何行为：

i. exploit flaws and/or loopholes of quotations in the trading systems;
利用交易系统中的报价缺陷、漏洞进行不当获利；
ii. exploit flaws and/or loopholes in the brokerage systems;
利用经纪商系统中的缺陷、漏洞进行不当获利；
iii. exploit flaws and/or loopholes in the trading events, activities, promotional activities and any sort of benefit provided by Doo Prime;
利用 Doo Prime 提供的交易活动、活动、促销活动和任何形式的利益中的缺陷和/或漏洞；
iv. exploit the trading conditions provided by brokers (trading conditions include leverage, bonuses, etc);
利用经纪商提供的交易条件进行不当获利（交易条件就包括了杠杆、赠金等）；
v. exploit the OTC market's liquidity conditions;
利用OTC市场的流动性市况进行不当获利；
vi. exploit the correlation between the OTC market and other related markets;
利用OTC市场和其他相关市场的关联性进行不当获利；
vii. exploit the market inactivity;
利用市场不活跃的情况进行不当获利；
viii. hedge trades with other brokers;
与其他经纪商进行交易对冲进行不当获利；
ix. other improper gains through violation of the market fairness principle;
其他违反市场公平性原则进行的不当获利；
x. violate Doo Prime's internal risk management policies;
触发和违反 Doo Prime 的内部风险管理政策；

(j) open or close a Transaction or position that contravenes any primary or secondary legislation or other law against insider dealings, market manipulation, market abuse, related party transaction or other market distortion behaviour which is in breach of Applicable Statutes And Regulations.

开立或关闭一项交易或持仓，该交易或头寸违反任何一级或二级立法或其他禁止内幕交易、市场操纵、市场滥用、关联方交易的法律，或进行其他违反适用法律法规的市场扭曲行为。

6.3 In the event the Client breaches any representation or warranty under this Clause 6, the Client acknowledges that Doo Prime reserves the right and may
如果客户违反本第 6 条项下的任何陈述或保证，客户承认 Doo Prime 保留权利并可以自行决定：

(a) suspend or terminate the Client's Account;
暂停或终止客户的账户；

(b) freeze the Client's Money in the Account;
冻结客户账户中的资金；

(c) suspend, invalidate, nullify or terminate any Transaction;
暂停、作为无效、作废或终止任何交易；

(d) within the Account, deduct, apply, set off any profits, rebates, commissions and any sort of benefit gained from the trading activities and Transactions which were in breach of the terms and conditions of this Agreement (in the case of introducing brokers, all profits, rebates, commissions and any sort of benefit gained from the Client's trading activities and Transactions);
在账户内，扣除、应用、抵销任何利润、回扣、佣金和任何从违反本协议条款和条件的交易活动和交易中获得的利益（如果是介绍经纪人，所有利润 、回扣、佣金和从客户的交易活动和交易中获得的任何形式的利益）；

(e) if there is outstanding Fees due after Doo Prime exercise its rights under Clause 6.3(d), the remaining balance shall be immediately due and payable to Doo Prime, failure which Doo Prime shall reserve its rights to commence legal proceedings;
如果在 Doo Prime 行使第 6.3(d) 条规定的权利后未支付费用，余额应立即到期并支付给 Doo Prime，否则 Doo Prime 将保留其提起法律诉讼的权利；

(f) process the withdrawal of part of all of Client Asset to the Client's authorised bank account(s), the Client's authorised/original depositing channel or Doo Prime's payment gateway provider; and/or
处理将部分客户资产提取到客户的授权银行账户、客户的授权/原始存款渠道或 Doo Prime 的支付网关提供商； 和/或

(g) terminate this Agreement.
终止本协议。

7. CLIENT'S ACCOUNT
客户账户

7.1 ACCOUNT OPENING
开户

7.1.1 The Client is required to fill up the registration form online, choose the trading platform and type of accounts desired during the Account registration. The Client should read and understand the features and limitation of each type of accounts prior to Account registration. Doo Prime shall inform the Client when the Account is successfully registered.
客户需要在线填写注册表，在账户注册期间选择交易平台和所需账户类型。 客户应在账户注册前阅读并了解每种账户的功能和限制。 Doo Prime 将在账户成功注册后通知客户。

7.1.2 Doo Prime reserves the right in refusing registration of Account for any reason and may change the features of Account at any time by giving notification to the Client or on Doo Prime's website.
Doo Prime 保留以任何理由拒绝注册帐户的权利，并可随时通过通知客户或在 Doo Prime 的网站上更改帐户的功能。

7.1.3 The Client authorises Doo Prime to use all information provided by the Client to conduct credit report searches or other available searches to verify the Client's identity.
客户授权 Doo Prime 使用客户提供的所有信息进行信用报告搜索或其他可用搜索以验证客户的身份。

7.1.4 Unless expressly agreed in writing or in the event a power of attorney is applicable, the Client warrants that the Client will open each Account with Doo Prime as principal and not as agent for an undisclosed person. The Client shall be responsible for performing his obligations under the Transactions and bear all legal obligations under the Account.
除非以书面形式明确同意或在授权书适用的情况下，客户保证客户将作为委托人而不是作为未公开人士的代理人与Doo Prime开立每个账户。 客户应负责履行其在交易项下的义务，并承担账户项下的所有法律义务。

7.1.5 The Client shall be responsible in securing the Account ID and password, and shall immediately notify Doo Prime in the event there is:
客户应负责保护帐户 ID 和密码，并在以下情况下立即通知 Doo Prime：

(a) any loss, theft or unauthorised use of the Account ID and password;
账户 ID 和密码的任何丢失、被盗或未经授权的使用；

(b) any inaccurate information in the Account or Transaction; and

账户或交易中的任何不准确信息； 和

(c) any receipts of confirmation of a Transaction which the Client has not placed.
客户未发出的任何交易确认收据。

7.1.6 If there has not been any Transaction or Account activities for three months, Doo Prime is entitled to terminate the Account after notifying the Client at the last known email and service address. Doo Prime shall deposit any positive cash balance to the Client's bank account subject to Clause 10 and deduction of any applicable Fees.
如果三个月内没有任何交易或账户活动，Doo Prime 有权在通过最后已知的电子邮件和服务地址通知客户后终止账户。 Doo Prime 应根据第 10 条将任何正现金余额存入客户的银行账户并扣除任何适用的费用。

7.2. BASE CURRENCY OF ACCOUNT
账户基础货币

7.2.1 The Client may choose the currency available on Doo Prime's website as the Base Currency for the Account during Account registration.
客户可以在账户注册期间选择 Doo Prime 网站上可用的货币作为账户的基础货币。

7.2.2 In the event the sums deposited in the Account is in a currency other than the Base Currency, Doo Prime shall automatically convert the sums into the Base Currency at the prevailing conversation rate.
如果存入账户的金额为基础货币以外的货币，Doo Prime 将按照现行兑换率自动将金额转换为基础货币。

7.2.3 When a withdrawal or refund is performed from the Client's Account, Doo Prime reserve the right to remit the funds in the same currency in which such funds were initially received by Doo Prime. In the event such withdrawal or refund is made in a currency other than Base Currency, Doo Prime shall automatically convert the sums into such currency at the prevailing conversation rate.
当从客户的账户提款或退款时，Doo Prime 保留以Doo Prime最初收到此类资金的相同货币汇出资金的权利。 如果此类提款或退款以基础货币以外的货币进行，Doo Prime 将按照现行兑换率自动将金额转换为此类货币。

7.2.4 The Client shall bear any incurred bank transfer fees and currency conversation rate for depositing or withdrawing funds from the Account.
客户应承担从账户存入或提取资金所产生的任何银行转账费用和货币兑换率。

7.3. TRADING PLATFORM
交易平台

7.3.1 Doo Prime grants the Client access to trade the Services via its MetaTrader 4 and MetaTrader 5 trading platform ("Trading Platform").

Doo Prime 授予客户通过其 MetaTrader 4 和 MetaTrader 5 交易平台（“交易平台”）交易服务的权限。

7.3.2 Prior to any trading activity, the Client is required to download and install the Trading Platform from Doo Prime's website. The Trading Platform shall solely be utilised for the purposes of Services in accordance with this Agreement.
在进行任何交易活动之前，客户必须从 Doo Prime 的网站下载并安装交易平台。 交易平台应仅用于根据本协议提供的服务。

7.3.3 Doo Prime makes no express or implied representation:
Doo Prime 不作任何明示或暗示的陈述：

(a) that the Trading Platform shall or will be uninterrupted, error-free or available at all times; and
交易平台应或将始终不间断、无错误或可用； 和

(b) that the Trading Platform is free from viruses, bugs or anything else with destructive properties.
交易平台没有病毒、错误或任何其他具有破坏性的东西。

7.3.4 Doo Prime shall use its best endeavours and all reasonable commercial efforts to resolve all technicality and technological errors in the following priorities and timeframe:
Doo Prime 应尽最大努力和所有合理的商业努力在以下优先事项和时间范围内解决所有技术性和技术错误：

Priorities 优先事项	Description 描述	Processing Time 处理时间
1. High 高级	Seriously affect normal business transactions and fail to execute core business activities, which is often caused by the following factors: 严重影响正常业务交易，无法执行核心业务活动，往往由以下因素造成： - The breakdown of servers or operating systems; 服务器或操作系统的故障； - The breakdown of core functions or dependent applications of systems; 核心功能或系统依赖应用的故障； - Including but not limited to the factors mentioned above. 包括但不限于上述因素。	1 hour 1小时
2. Middle 中级	Affect normal business and have negative impacts on business operations, but core functions can still be operated normally, which is often caused by the following factors:	4 hours 4小时

Priorities 优先事项	Description 描述	Processing Time 处理时间
	影响正常业务，对业务运营产生负面影响，但核心功能仍能正常运行，这往往是由以下因素造成的： - Version updates of software or system; - 软件或系统的版本更新； - Modification or revision of core functions; - 核心功能的修改或修订； - Including but not limited to the factors mentioned above. - - 包括但不限于上述因素。	
3. Low 低级	Affect normal business but have no negative impacts on actual business operations. 影响正常业务，但对业务运营没有影响。	24 hours 24小时

7.3.5 The Client acknowledges that the Trading Platform may expose the Client to risks associated with the download and/or use of software that may not be compatible with the Client's computer equipment and that the Client accepts such risks, including but not limited to failure of or damage to hardware, software, communication lines or systems.
客户承认交易平台可能使客户面临与下载和/或使用可能与客户的计算机设备不兼容的软件相关的风险，并且客户接受此类风险，包括但不限于 硬件、软件、通信线路或系统。

7.3.6 Doo Prime reserves the right to add, modify, amend, reject or remove the Trading Platform, Services or Transaction at its discretion. Doo Prime shall use its best endeavours to notify the Client within a reasonable time prior to any modification, rejection or removal of the Trading Platform, Services or Transaction. Doo Prime is not obliged to provide any explanation for this and the Client acknowledges that Doo Prime shall not be liable to the Client for doing so.
Doo Prime 保留自行决定添加、修改、修订、拒绝或删除交易平台、服务或交易的权利。 在对交易平台、服务或交易进行任何修改、拒绝或删除之前，Doo Prime 应尽最大努力在合理时间内通知客户。 Doo Prime 没有义务为此提供任何解释，并且客户承认 Doo Prime 不对客户承担任何责任。

7.4 ORDERS BY THE CLIENT
客户的订单

7.4.1 Doo Prime will handle the Transactions in accordance with the Execution Policy available on Doo Prime's website. The Execution Policy shall be a part of this Agreement and is incorporated herein by reference, and shall be applicable to all Transactions entered into by and between the Client and Doo Prime. Doo Prime will notify the Client of any material changes to the Execution Policy, but the Client

undertakes to check for any other changes to the Execution Policy from time to time at Doo Prime's website.

Doo Prime 将根据 Doo Prime 网站上提供的执行政策处理交易。 执行政策应为本协议的一部分，并以引用方式并入本协议，并适用于客户与 Doo Prime 之间达成的所有交易。 Doo Prime 将通知客户执行政策的任何重大变更，但客户承诺不时在 Doo Prime 的网站上检查执行政策的任何其他变更。

7.4.2 Unless otherwise directed by the Client, Doo Prime has the discretion to select the marketplace to which to route any of the Client's Transaction in accordance with the Applicable Statutes And Regulations.

除非客户另有指示，Doo Prime 有权根据适用的法规和条例选择将客户的任何交易传送到的市场。

7.4.3 Doo Prime undertakes to use its best endeavours in performing Transactions. The Client acknowledges that the Transactions may not be completed for reasons beyond the control of Doo Prime. Doo Prime may defer execution of any Transaction if Doo Prime believe it is not reasonably practicable to act upon it within a reasonable time, and Doo Prime shall not be liable for any loss arising from such deferral. Doo Prime shall only accept order instructions transmitted via the Trading Platform.

Doo Prime 承诺尽最大努力进行交易。 客户承认交易可能因 Doo Prime 无法控制的原因而无法完成。Doo Prime 可能在认为不合理执行交易之时推迟执行任何交易，并且 Doo Prime 不对因此类推迟造成的任何损失承担责任。 Doo Prime 仅接受通过交易平台传输的订单指令。

7.4.4 Doo Prime does not represent or warrant that every Transaction will be executed at the most competitive price and that all prices shown may subject to constant change as a result of the following varying factor:

Doo Prime 不表明或保证每笔交易都将以最具竞争力的价格执行，并且显示的所有价格可能会由于以下不同因素而不断变化：

(a) Doo Prime may not have access to every market at which the Services are traded;

Doo Prime 可能无法进入交易服务的每个市场；

(b) Services at certain volume and pricing may be limited;

一定数量和定价的服务可能会受到限制；

(c) change of Applicable Statues And Regulations, systems delays, or system failures may prevent or delay the Transactions or Transactions to be executed at the intended pricing;

适用法律法规的变更、系统延迟或系统故障可能会阻止或延迟交易或以预期价格执行的交易；

(d) technical conditions, e.g. the transfer rate of data network and rapid market conditions.
技术条件，例如 数据网络的传输速度和快速的市场条件。

7.4.5 The Client authorises and acknowledges that Doo Prime may delegate the Transactions to another executing broker for execution, including but not limited to Doo Prime's related company or a non-affiliated third party, of which Doo Prime's rights and obligations under this Agreement shall be applicable to them.
客户授权并承认 Doo Prime 可以将交易委托给其他执行经纪人执行，包括但不限于 Doo Prime 的关联公司或非关联第三方，其中 Doo Prime 在本协议项下的权利和义务适用于 他们。

7.4.6 Doo Prime reserves its rights to suspend, reject any Transaction, delay or restrict the Client's trading activity (including but not limited to controlling maximum Transaction amount, size and Doo Prime's total exposure to the Client) and the Client shall comply with any reasonably restrictions that Doo Prime may notify the Client with respect to the Client's activities on the Trading Platform, including but not limited to the limitations on the size of Transactions or other applicable conditions in the following circumstances:
Doo Prime 保留暂停、拒绝任何交易、延迟或限制客户交易活动的权利（包括但不限于控制最大交易金额、规模和 Doo Prime 对客户的总敞口），并且客户应遵守任何 Doo Prime 可能会就客户在交易平台上的活动通知客户的合理限制，包括但不限于对交易规模的限制或在以下情况下其他适用条件：

(a) a Specified Default Event or a Force Majeure Event occurs;
发生特定违约事件或不可抗力事件；

(b) any Fees owed by the Client is overdue;
客户所欠的任何费用已逾期；

(c) enforcement by the regulatory authority or Applicable Statues And Regulations;
监管机构或适用法规的执行；

(d) the Margin under Clause 7.6 has not been complied with;
未遵守第 7.6 条规定的保证金；

(e) disruption, failure or error of Trading Platform, Services, software, third party software, equipment, Doo Prime's payment service provider, other service provider or any other technicality error;
交易平台、服务、软件、第三方软件、设备、Doo Prime 的支付服务提供商、其他服务提供商的中断、故障或错误或任何其他技术性错误；

(f) under abnormal market conditions;
在异常的市场条件下；

(g) it is impossible to proceed with the Transaction due to insufficient or excessive volume of trade;
因交易量不足或过多而无法进行交易；

(h) where Doo Prime has reasonable doubts on the legality or validity of the Transaction;
Doo Prime 对交易的合法性或有效性有合理怀疑；

(i) the Account is suspended;
账户被暂停；

(j) Doo Prime has sent a notice of termination to the Client;
Doo Prime 已向客户发送终止通知；

(k) any event that impairs or restricts the Trading Platform to function on a normal basis;
任何损害或限制交易平台正常运作的事件；

(l) the Transaction derives from a Manifest Error;
交易源自明显错误；

(m) the relevant market exchange is not open for trading;
相关市场交易所不开放交易；

(n) the Client does not have sufficient funds to cover the cost of the Transaction;
客户没有足够的资金来支付交易费用；

(o) the Client has exceeded the trading limit applicable;
客户已超出适用的交易限额；

(p) Doo Prime or its related party may be in breach of Applicable Statutes And Regulations by proceeding with the Transaction;
Doo Prime 或其关联方进行交易可能违反适用的法律法规；

(q) when the Client has utilized network facilities to arbitrage;
当客户利用网络设施进行套利时；

(r) any circumstances Doo Prime deems fit.
Doo Prime 认为合适的任何情况。

7.4.7 The Client can execute Stop Loss for the Services, which may be amended or cancelled by the Client before the trading conditions are fulfilled. The Client acknowledges that cancellation or modification of the Stop Loss is not possible after

the trading conditions are fulfilled. Doo Prime shall not be held liable for any loss or damages for any failure in such cancellation or modification.
客户可以对服务执行止损，在满足交易条件之前，客户可以修改或取消止损。 客户承认在交易条件达成后无法取消或修改止损。 对于此类取消或修改失败而造成的任何损失或损害，Doo Prime 概不负责。

7.4.8 Third party products or services or provided on an “as is where is” basis. Doo Prime makes no representation and warranties (including but not limited to accuracy or completeness) in relation to any third party products or services. Doo Prime shall not be obliged to support or maintain any third party products or services, nor will Doo Prime have any liability, regardless of the nature of the claim or the nature of the claimed or alleged damages, including, without limitation, direct, indirect, incidental, consequential or punitive damages, for any claims arising from or related to the use or distribution of the third-party products and services.
第三方产品或服务按“原样”提供。 Doo Prime 不对任何第三方产品或服务作出任何陈述和保证（包括但不限于准确性或完整性）。 Doo Prime 没有义务支持或维护任何第三方产品或服务，Doo Prime 也不承担任何责任，无论索赔的性质或索赔或声称的损害的性质如何，包括但不限于因使用或分发第三方产品和服务而引起或与之相关的任何直接、间接 、附带的、后果性的或惩罚性的损害赔偿。

7.4.9 In the event of a Manifest Error, Doo Prime reserves the right, without prior notice:
如果出现明显错误，Doo Prime 保留权利，恕不另行通知：

(a) to not take any action at all;
不采取任何行动；

(b) to amend any Transaction deriving or involving a Manifest Error in good faith so as to reflect what Doo Prime reasonably consider in Doo Prime’s discretion; or
诚信修改任何导致或涉及明显错误的交易，以反映 Doo Prime有全权下合理的考虑； 或

(c) to close any Transaction deriving or involving a Manifest Error at the prevailing market price;
以现行市场价格结束任何导致或涉及明显错误的交易；

(d) to void the Transaction deriving or involving a Manifest Error.
使导致或涉及明显错误的交易无效。

Doo Prime shall take into account all market information prevailing at the time of the Manifest Error, determine whether the situation amounts to a Manifest Error and thereafter act fairly towards the Client.
Doo Prime 应考虑出现明显错误时的所有市场信息，确定情况是否构成明显错误，然后公平对待客户。

7.4.10 Doo Prime shall not be liable for any loss, including loss of profits, income or opportunity to the Client suffered as a result of Manifest Error.
Doo Prime 不对任何损失负责，包括客户因明显错误而遭受的利润、收入或机会损失。

7.4.11 Doo Prime reserves the right to take the following action in the event of a Corporate Event:
如果发生公司事件，Doo Prime 保留采取以下行动的权利：

(a) modify Margin;
修改保证金；

(b) amend any necessary details in relation to the exercise, settlement, payment or terms related; and
修改与行使、结算、付款或相关条款有关的任何必要细节； 和

(c) determine the effective date of such amendment.
决定该修订的生效日期。

7.5. CLIENT ASSET
客户资产

7.5.1 All money transferred to Doo Prime by the Client shall be known as “Client Asset” for the purposes of this Agreement.
就本协议而言，客户向 Doo Prime 转移的所有资金均称为“客户资产”。

7.5.2 The Client Asset shall be held on trust by Doo Prime for the Client and the Client Asset shall be segregated from Doo Prime’s bank account at all times. Doo Prime may hold the Client Asset and the money of other clients in the same account and it might not be possible to clearly segregate the Client’s Money from the other client. Doo Prime shall retain the necessary records and Client Account details to distinguish this.
客户资产应由 Doo Prime 为客户托管，并且客户资产应始终与 Doo Prime 的银行账户分开。 Doo Prime 可能将客户资产和其他客户的资产存放在同一个账户中，并且可能无法将客户资产与其他客户明确分开。 Doo Prime 应保留必要的记录和客户帐户详细信息以区分此事。

7.5.3 The Client acknowledges that Doo Prime may hold or deduct Client Asset on the Client’s behalf in an account with an approved bank or third party where:
客户承认，Doo Prime 可以代表客户在经批准的银行或第三方的账户中持有或扣除客户资产，其中：

(a) the account may be subject to set-off rights, security or lien by Doo Prime, the bank or third party, or Doo Prime is required to do so by any regulatory authority; and

该账户可能受到 Doo Prime、银行或第三方的抵销权、担保或留置权的约束，或者 Doo Prime 被任何监管机构要求此类行动； 和

(b) in the event of the insolvency of the bank or the third party, Doo Prime shall not be liable for any loss or damages against the Client.
如果银行或第三方无力偿债，Doo Prime 不对客户的任何损失或损害承担责任。

7.5.4 It is not Doo Prime's policy to pay interest on the Client Asset within the Account. The Client acknowledges and agrees in waiving any entitlement to any interest from the Client Asset.
Doo Prime 的政策是不为账户内的客户资产支付利息。 客户承认并同意放弃从客户资产中获得任何利息的权利。

7.5.5 Doo Prime may without prior notice, apply and/or transfer any or all funds in the Account in order to settle the Client's present, future or contingent liabilities owed to Doo Prime.
Doo Prime 可以在不事先通知的情况下申请和/或转移账户中的任何或所有资金，以清偿客户对 Doo Prime 的当前、未来或或有负债。

7.5.6 The Client consents in Doo Prime retaining any interest acquired from the Client Asset subject to Applicable Statutes And Regulations.
客户同意 Doo Prime 保留根据适用法规和条例从客户资产中获得的任何权益。

7.6. ACCOUNT MARGIN
账户保证金

7.6.1 The Client acknowledges and understands the high-risk nature of margin trading and the Client may lose funds greater than the amount deposited in the Account.
客户承认并理解保证金交易的高风险性质，客户损失的资金可能超过账户中存入的金额。

7.6.2 The Client undertakes to provide the Initial Margin in the Account to open a Transaction for any Services. Doo Prime reserves the right to reject the Client's instruction to open a Transaction if the Free Margin is less than the Margin required to secure this position.
客户承诺在账户中提供初始保证金，以便为任何服务开立交易。 如果可用保证金低于确保该头寸所需的保证金，Doo Prime 保留拒绝客户开立交易的指示的权利。

7.6.3 When a Stop Out occurs, the Client understands that force closing of the opened positions shall occur without any prior notice to the Client. In the event there is additional amount due in the Account which arise after force closing of the opened positions, the Client undertakes to pay the amount balance due to Doo Prime.

当发生强制平仓时，客户理解将在未事先通知客户的情况下强制平仓。 如果在强制平仓后账户中有额外的应付金额，客户承诺支付应付给 Doo Prime 的金额余额。

7.6.4 Doo Prime reserves the right in refusing to open new positions and close any of the Client's highest loss-making positions without any prior notice to the Client in the event:
在以下情况下，Doo Prime 保留在不事先通知客户的情况下拒绝开设新头寸和关闭客户任何最高亏损头寸的权利：

(a) the Client has three or more open positions in the Account; and
客户在账户中有三个或更多未平仓头寸； 和

(b) the Margin Call occurs.
追加保证金发生。

7.6.5 Doo Prime's delay or failure in exercising Clause 7.6.4 shall not waive Doo Prime's rights to do so in the future.
Doo Prime 延迟或未能行使第 7.6.4 条不应视为放弃 Doo Prime 未来这样做的权利。

7.6.6 In the event Margin Call occurs, the Client is advised to:
如果发生追加保证金，建议客户：

(a) limit his trade exposure by closing trade; or
通过平仓限制他的交易风险； 或

(b) deposit funds into the Account to meet the Margin Requirement.
将资金存入账户以满足保证金要求。

7.6.7 Doo Prime reserves the right to restrict the amount and number of open positions if the Margin Requirement is not maintained by the Client.
如果客户未维持保证金要求，Doo Prime 保留限制未平仓头寸额度和数量的权利。

7.6.8 Doo Prime may from time to time send the Client reminder in relation to the Client's Margin Requirement or the possibility of the Client's Margin Call occurring. Doo Prime reserves its rights to amend the Initial Margin, Margin Level and Margin Requirement at any time by giving three business days' notice prior the amendment's effective date. The Client undertakes to check and monitor the Client's Margin Level and Margin Requirement at all times.
Doo Prime 可能会不时向客户发送有关客户保证金要求或客户追加保证金的可能性的提醒。 Doo Prime 保留随时在修改生效日期前三个工作日发出通知之下修改初始保证金、保证金水平和保证金要求的权利。 客户承诺随时检查和监控客户的保证金水平和保证金要求。

7.6.9 Doo Prime reserves its rights to close open positions at market prices, limit the size of the Client's open positions, reject Transactions or change the Margin, including but not limited in the following circumstances;
Doo Prime 保留以市场价格平仓、限制客户开仓规模、拒绝交易或更改保证金的权利，包括但不限于以下情况；

(a) there is a change in volatility in the market which Doo Prime base, or to which Doo Prime in any way relate;
Doo Prime 基础或 Doo Prime 以任何方式相关的市场波动性发生变化；

(b) there is a change in the Client's credit risk;
客户的信用风险发生变化；

(c) a company whose investments or positions represents all or part of the Client's Transaction is undergoing a Corporate Event;
其投资或头寸代表客户交易的全部或部分的公司正在进行公司事件；

(d) a Force Majeure Event or Specified Default Event occurs;
发生不可抗力事件或特定违约事件；

(e) the Client failed to meet the Margin Requirements;
客户未能达到保证金要求；

(e) any change to the Applicable Statutes And Regulations.
对适用法规和条例的任何更改。

7.6.10 The Client acknowledges that additional payment of Margin may be necessary if:
客户承认在以下情况下可能需要额外支付保证金：

(a) the Transaction fails or there has been a change in pricing of the Services;
交易失败或服务定价发生变化；

(b) when the Account shows a negative balance; or
账户显示负余额时；或

(c) Doo Prime reasonably thinks such payment is necessary to protect Doo Prime against loss or risk of loss on present, future or contemplated Transactions.
Doo Prime 合理认为此类付款对于保护 Doo Prime 免受当前、未来或预期交易的损失或损失风险是必要的。

7.6.11 The Client acknowledges that when the Client opens a position, Doo Prime shall retain the right to transfer funds in the Margin Requirement to Doo Prime's designated bank account to secure any repayment obligation from the Client.

客户承认，当客户开仓时，Doo Prime 应保留将保证金要求中的资金转移到 Doo Prime 指定银行账户的权利，以确保客户的任何还款义务。

7.6.12 Margin Call and Stop Out, when triggered, shall supersede and take precedent over all Transactions in the Account.
追加保证金和强制平仓一经触发，将取代并优先于账户中的所有交易。

7.7. DEPOSIT AND WITHDRAWAL OF FUNDS
存取款

7.7.1 Doo Prime reserves the right to set up the deposit and withdrawal limit of funds to and from the Account.
Doo Prime 保留设置账户存款和取款限额的权利。

7.7.2 The Client shall be able to deposit funds through the methods mentioned on Doo Prime's website into the Account at any time as long the Account remains valid and active.
只要账户保持有效和活跃，客户就可以随时通过 Doo Prime 网站上提供的方法将资金存入账户。

7.7.3 Doo Prime reserves the right to refuse any deposit of funds (by refunding the funds into the original method of deposit) or defer any deposit of funds and perform appropriate investigation within 14 calendar days (further extendable to additional 14 calendar days) in the event:
在以下情况下，Doo Prime 保留拒绝任何资金存入（通过将资金退还到原始存款方式）或推迟任何资金存入并在 14 个日历日（可进一步延长至额外 14 个日历日）内进行适当调查的权利：

(a) the funds are deposited by a third party (include circumstances where funds are unreasonable, doubtful or illegal, the amount deposited did not match the client's reported income, depository of funds in various methods, multiple IP addresses);
资金由第三方存入（包括资金不合理、可疑或非法、存入金额与客户报告的收入不符、以各种方式存入资金、多个 IP 地址的情况）；

(b) Doo Prime has reasonable grounds to believe there is a violation of Applicable Statutes And Regulations or any legislation; or
Doo Prime 有合理理由认为存在违反适用法规和条例或任何法律的行为； 或

(c) Doo Prime has reasonable grounds to believe that the user of the Client's Account is not authorized, or does not match the identity of the Client;
Doo Prime 有合理理由相信客户账户的用户未经授权，或与客户身份不符；

(d) Doo Prime has reasonable grounds to believe that the source of the funds is illegal or is in violation of Applicable Statues and Regulations, including but not

limited when the client's profile did not match the deposit amount, multiple deposit, multiple IP address etc.
Doo Prime 有合理理由认为资金来源不合法或违反适用的法律法规，包括但不限于客户资料与存款金额不符、多次存款、多个 IP 地址等情况。

7.7.4 If Doo Prime receives any dispute, claim and/or chargeback from the banking institution or credit card issuer or other payment method used, the Client acknowledges that Doo Prime may enforce the following measures:
如果 Doo Prime 收到来自银行机构或信用卡发卡机构或使用的其他支付方式的任何争议、索赔和/或拒付，客户承认 Doo Prime 可以执行以下措施：

(a) with or without prior notice, immediately close any and all of the Client's open Transactions whether at a loss or profit and debit the Account with the disputed amount;
无论是否事先通知，立即关闭客户的任何和所有未结交易，无论是亏损还是盈利，并从账户中扣除有争议的金额；

(b) with or without prior notice, immediately restrict the trading limit on the Client's Account, including deposit limit, withdrawal limit, and restriction in opening new positions, for a duration at Doo Prime's discretion; or
无论是否事先通知，立即限制客户账户的交易限额，包括存款限额、提款限额和开立新头寸的限制，期限由 Doo Prime 自行决定； 或

(c) terminate this Agreement in accordance with Clause 16.
根据第 16 条终止本协议。

7.7.5 The Client may withdraw Client Asset out from the Account if there is a positive cash balance in the Account. Doo Prime reserves the right to refuse or defer any withdrawal (including but not limited to withdrawal to another trading account) in the event:
如果账户中有正现金余额，客户可以从账户中提取客户资产。 在以下情况下，Doo Prime 保留拒绝或推迟任何提款的权利：

(a) the withdrawal was to a bank account or electronic wallet owned by a third party;
提款到第三方的银行账户，交易户口或电子钱包；

(b) Doo Prime has reasonable grounds to believe there is a violation of Applicable Statutes And Regulations or any legislation;
Doo Prime 有合理理由认为存在违反适用法规和条例或任何法律的行为；

(c) there are outstanding Fees from the Client to Doo Prime;
客户未向 Doo Prime 支付费用；

(d) such withdrawal would result in a negative cash balance in the Account;
此类提款将导致账户中的现金余额为负数；

(e) the Client's bank account details are incomplete or unverified;
客户的银行账户资料不完整或未经核实；

(f) the Client will have insufficient Free Margin if the funds are withdrawn;
如果提取资金，客户将没有足够的可用保证金；

(g) a Specified Default Event or Force Majeure Event occurs.
发生特定违约事件或不可抗力事件。

7.7.6 The Client shall be solely responsible for the payment details submitted for withdrawal of funds. Doo Prime shall not be liable for any loss or damages if the payment details provided are inaccurate or incomplete.
客户应对提款时提交的付款细节全权负责。 如果提供的付款细节不准确或不完整，Doo Prime 不对任何损失或损害负责。

7.7.7 Doo Prime shall take reasonably commercial efforts in ensuring the funds are withdrawn in a timely manner, but shall not be liable for any loss or damages if there is any delay in withdrawal of funds.
Doo Prime 应采取合理的商业努力，确保资金及时提取，但因延迟提取资金而造成的任何损失或损害不承担任何责任。

7.7.8 The Client shall bear all bank transfer fees and currency conversation rate applicable while withdrawing funds from the Account.
客户应承担从账户提取资金时适用的所有银行转账费用和货币兑换率。

7.7.9 Doo Prime shall not be liable for any loss, costs or charges for exercising its rights in accordance with Clause 7.7.
Doo Prime 不对根据第 7.7 条行使其权利的任何损失、成本或费用承担责任。

7.8. FEES AND CHARGES
费用和收费

7.8.1 The Client shall pay Doo Prime any applicable commissions, fees and charges as provided in the Trading Platform and provided by Doo Prime's payment service providers, including but not limited to additional value added taxes, any applicable tax, settlements and exchange fees, regulatory levies or legal fees applicable ("Fees") while entering into each Transaction. Unless agreed otherwise by Doo Prime, all Fees payable are due immediately and must be paid on entering into the Transaction.
客户应向 Doo Prime 支付交易平台的和 Doo Prime 支付服务提供商的任何适用的佣金、费用和收费，包括但不限于附加增值税、任何适用的税款、结算和兑换费、监管征费或 进行每笔交易时适用的法律费用（"费用"）。 除非 Doo Prime 另有约定，所有应付费用均应立即到期，并且必须在进行交易时支付。

7.8.2 Doo Prime reserves its discretion to charge the Fees separately after Transactions are executed. If this is adopted by Doo Prime, the Fees must be paid by a bank account or credit card in the Client's name. The Client shall bear any administration fee or currency conversation fee imposed by the Client's respective bank. Doo Prime shall send the Client the Fees payable with the respective details in electronic format or any other way which Doo Prime may adopt. The Fees are payable immediately and it is the Client's obligation to pay the Fees on time, failure which Doo Prime shall reserve its rights to commence legal proceedings. Failure or delay to send such statement shall not invalidate any Transaction and waive Doo Prime's right to claim for the Fees.

Doo Prime 保留在交易执行后单独收取费用的酌处权。 如果 Doo Prime 采用这种方式，则费用必须以客户名义通过银行账户或信用卡支付。 客户应承担客户各自银行征收的任何管理费或货币兑换费。 Doo Prime 应以电子格式或 Doo Prime 可能采用的任何其他方式向客户发送应付费用以及相应的详细信息。 费用应立即支付，客户有义务按时支付费用，否则 Doo Prime 将保留启动法律程序的权利。 未能或延迟发送此类声明不应使任何交易无效并放弃 Doo Prime 要求费用的权利。

7.8.3 Doo Prime shall impose an interest rate of eight percent per annum calculated on a day to day basis commencing from the day after the relevant payment due date until the date of full payment thereof. The Client authorises Doo Prime to immediately deduct any Fees from the Account in the event the Fees is not paid or the Fees is overdue.

Doo Prime 会收取从相关付款到期日的次日起至全额付款之日起按日计算的8%年利率。 如果未支付费用或费用逾期，客户授权 Doo Prime 立即从账户中扣除任何费用。

7.8.4 Doo Prime reserves the right to amend the Fees by notifying the Client within seven calendar days prior to the effective date.

Doo Prime 保留在生效日期前七个日历日内通知客户修改费用的权利。

7.8.5 The Client acknowledges that Doo Prime reserves its right to claim any outstanding Fees from banking institutions or third party which the Client has positive cash balance.

客户承认，Doo Prime 保留向客户拥有正现金余额的银行机构或第三方索取任何未偿费用的权利。

8. CONFLICT OF INTERESTS

利益冲突

8.1 Doo Prime, its associates, related companies, directors or employees connected to Doo Prime may have an interest, relationship or arrangement that is material in relation to any Transaction or Services. The Client acknowledges that and agrees that Doo Prime may proceed with any Transaction or Services without prior reference to any potential specific conflict of interest, including any benefit, profit, commission, interest or other remuneration made or received by reason of any Transaction or any related transaction or position.

Doo Prime、其联营公司、相关公司、董事或与 Doo Prime 相关的员工可能拥有与任何交易或服务相关的重大利益、关系或安排。 客户承认并同意 Doo Prime 可以进行任何交易或服务，而无需事先提及任何潜在的特定利益冲突，包括因任何交易或任何相关交易或职位而产生或收到的任何利益、利润、佣金、利息或其他报酬。

8.2 The Client acknowledges that:
客户承认：

(a) this Agreement shall not give rise to any fiduciary relationship between Doo Prime and the Client;
本协议不得在 Doo Prime 与客户之间产生任何信托关系；

(b) Doo Prime may assign or transfer the execution or completion of any Transaction to its associates or related companies;
Doo Prime 可以将任何交易的执行或完成分配或转让给其联营公司或相关公司；

(c) Doo Prime may establish business or transactions with business partners or financial institutions which Doo Prime may have a financial interest in them; and
Doo Prime 可能与 Doo Prime 可能拥有经济利益的商业伙伴或金融机构建立业务或交易； 和

(d) that Doo Prime or its related companies may have interests which conflict with the Client's interests or owe duties which conflict with duties owed to the Client, and the Client consents to Doo Prime and its related companies acting in any manner which Doo Prime considers appropriate in such cases subject to the Applicable Statutes And Regulations.
Doo Prime 或其关联公司可能有与客户利益相冲突的利益或与对客户相冲突的所欠义务，并且客户同意在受适用法规和条例约束的情况下Doo Prime 及其关联公司以 Doo Prime 认为适当的任何方式行事。

9. DEFAULT AND DEFAULT REMEDIES
违约和违约补救措施

9.1 A "Specified Default Event" in relation to the Client means any of the following:
与客户有关的"特定违约事件"是指以下任何一项：

(a) the Client failed to pay the Fees to Doo Prime when the Fees are due;
客户未能在费用到期付费时向 Doo Prime 支付费用；

(b) the Client violated or breached of Applicable Statutes And Regulations or any legislation;
客户违反适用的法规和条例或任何法律；

(c) Doo Prime considers it is necessary to prevent a violation of Applicable Statutes And Regulations;
Doo Prime 认为有必要防止违反适用的法规和条例；

(d) the Client failed to pay or meet the Margin required;
客户未能支付或达到要求的保证金；

(e) the Client breaches any material term of this Agreement;
客户违反本协议的任何重要条款；

(f) the Client breaches any of the representation and warranties in Clause 6;
客户违反第 6 条中的任何陈述和保证；

(g) the Client infringe any Intellectual Property Rights in Clause 13;
客户侵犯了第 13 条中的任何知识产权；

(h) the Client has made any material misrepresentation or committed fraudulent acts against Doo Prime;
客户对 Doo Prime 做出任何重大失实陈述或欺诈行为；

(i) an insolvency or bankruptcy proceeding in any country has been commenced against the Client;
已在任何国家/地区有破产或破产程序针对客户启动；

(j) the Client is subject to any material debt restructuring arrangement with the Client's creditors;
客户须遵守与客户债权人的任何重大债务重组安排；

(k) any securities created by the Client's security interest, mortgage, charge over any of the Client's assets is enforced by the creditor or banking institution against the Client;
债权人或银行机构对客户强制执行对客户任何资产的担保权益、抵押、押记所产生的任何权益；

(l) any distress, execution or other process is levied against any of the Client's property and is not removed, discharged or paid within 7 days;
对客户的任何财产征收的任何扣押、执行或其他程序，并且在 7 天内未移除、解除或支付；

(m)any Transaction or combination of Transactions or any realised or unrealised loss on any Transaction or combination of Transactions executed by the Client exceeded the credit limit available to the Client;
客户执行的任何交易或交易组合或任何已实现或未实现的损失超过客户可用的信用额度；

(n) the Client is dead or becomes of unsound mind;
客户已死亡或精神不健全；

(o) the Client failed to provide any information requested in relation to any verification or investigation processes undertaken by Doo Prime;
客户未能提供与 Doo Prime 进行的任何验证或调查过程相关的任何信息；

(p) the Client used any type of virus or other destructive malware that are designed to distort or damage the Trading Platform or the communication system of Doo Prime;
客户使用旨在扭曲或损坏交易平台或 Doo Prime 通信系统的任何类型的病毒或其他破坏性恶意软件;

(q) Doo Prime or the Client is required to terminate this Agreement and the Account by any regulatory authority;
任何监管机构要求 Doo Prime 或客户终止本协议和账户;

(r) the Client has breached any other Doo Prime's policies or procedures;
客户违反了 Doo Prime 的任何其他政策或程序;

(s) Doo Prime has reasonable grounds to believe that the Client has not acted in good faith;
Doo Prime 有合理的理由相信客户没有诚信行事;

(t) Doo Prime has reasonable grounds to believe that there were errors in the Transactions made; or
Doo Prime 有合理理由相信所进行的交易存在错误; 或

(u) any other circumstances where Doo Prime has reasonable grounds to believe that it is necessary to exercise its rights under Clause 9.2.
Doo Prime 有合理理由认为有必要行使第 9.2 条规定的权利的任何其他情况。

9.2 Where any of the Specified Default Event specified in Clause 9.1 occurs, Doo Prime may at any time thereafter reserves the right to:
如果发生第 9.1 条中规定的任何特定违约事件，Doo Prime 随时保留以下权利:

(a) terminate any ongoing and future Transaction;
终止任何正在进行的和未来的交易;

(b) terminate this Agreement in accordance with Clause 16;
根据第 16 条终止本协议;

(c) close all the Client's position and opened positions at the prevailing market rate and refund Client Asset subject to Clause 10;
根据第 10 条，以现行市场价格关闭所有客户的头寸和开仓头寸并退还客户资产;

(d) restrict the Client's trading activity, including but not limited to deposit limit, withdrawal limit and limit of the opening positions;
限制客户的交易活动，包括但不限于存款限额、提款限额和开仓限额;

(e) suspend or terminate the Account.
暂停或终止帐户。

9.3 Doo Prime shall whenever reasonably possible take steps to notify the Client before exercising any of the rights under Clause 9.2. Doo Prime shall not be obliged to notify the Client and failure to do so shall not invalidate any act or effect described in Clause 9.2 by Doo Prime.

在行使第 9.2 条规定的任何权利之前，Doo Prime 应尽可能采取措施通知客户。 Doo Prime 没有义务通知客户，未能通知客户也不会使 Doo Prime 第 9.2 条所述的任何行为或效果无效。

9.4 The Client acknowledges that Doo Prime shall not be liable for any loss or damages for exercising Clause 9.2.

客户承认，Doo Prime 不对因行使第 9.2 条而造成的任何损失或损害承担责任。

10. DOO PRIME'S RIGHT OF SET OFF IN RELATION TO THE CLIENT'S ACCOUNT

DOO PRIME 对客户账户的抵销权

10.1 Subject to Clause 10.2 and Clause 10.3, Doo Prime may at without prior notice retain or make deductions from any obligation, payment or amount owed by Doo Prime to the Client to repay any amount due from the Client to Doo Prime, including but not limited to loss and damages suffered by Doo Prime, Doo Prime's related companies, affiliates, payment services providers, payment gateway providers and their respective banking services providers as a result of the Client's breach of this Agreement.

根据第 10.2 条和第 10.3 条的条件下，Doo Prime 可以在不事先通知的情况下保留或扣除 Doo Prime欠客户的任何义务、付款或金额，以偿还客户欠 Doo Prime 的任何金额，包括但不限于 由于客户违反本协议，Doo Prime、Doo Prime 的相关公司、关联公司、支付服务提供商、支付网关提供商及其各自的银行服务提供商遭受的损失和损害。

10.2 In the event the Fees is not paid, the Fees is overdue or an insolvency or bankruptcy proceeding has been initiated against the Client, the Client authorises Doo Prime to immediately sell, apply, set off, close any or all Client's investment and/or position and/or proceed of any of the same of which Doo Prime, Doo Prime's holding company or Doo Prime's subsidiary has custody or control, to discharge any or all of the Client's obligations and/or Fees to Doo Prime.

如果未支付费用，费用逾期或有破产或破产程序对客户发起，客户授权 Doo Prime 立即出售，采用，抵销，关闭任何或所有客户的投资和/或头寸 和/或 Doo Prime、Doo Prime 的控股公司或 Doo Prime 的子公司管制或控制的进行此类行动，以履行客户对 Doo Prime 的任何或所有义务和/或费用。

10.3 Subject to Clause 10.2, the Client authorizes Doo Prime to buy, sell or liquidate all or any of the Client's investment in the Account as Doo Prime deems fit whereby:

根据第 10.2 条，客户授权 Doo Prime 在 Doo Prime 认为合适的情况下购买、出售或清算客户在账户中的全部或任何投资，其中：

(a) if there is positive cash balance after deducting the Fees due, Doo Prime shall pay the Client the fair market value of such investments subject to any associated costs and expenses in transferring the money into the Client's bank account;
如果在扣除应付费用后有正现金余额，Doo Prime 应向客户支付此类投资的公允市场的价值，但须扣除将资金转入客户银行账户的任何相关成本和费用；

(b) if there is outstanding Fees due after selling the Client's investments or closing the Client's position, the remaining balance shall be immediately due and payable to Doo Prime, failure which Doo Prime shall reserve its rights to commence legal proceedings.
如果在出售客户投资或关闭客户头寸后有未清费用到期付费，余额应立即到期支付给 Doo Prime，否则 Doo Prime 将保留启动法律程序的权利。

10.4 Doo Prime reserves the right to consolidate all or any of the Account to set off any amount owed by the Client to Doo Prime.
Doo Prime 保留合并所有或任何账户以抵销客户欠 Doo Prime 的任何金额的权利。

10.5 This Clause shall not waive Doo Prime's right in exercising Margin Call under this Agreement.
本条款不使Doo Prime放弃根据本协议行使追加保证金的权利。

11. CLIENT'S PERSONAL DATA PROTECTION
客户的个人资料保护

11.1 The Client acknowledges and agrees that by entering into this Agreement and by opening an Account with Doo Prime, the Client will be providing Doo Prime with personal data within the meaning of EU General Data Protection Regulation 2016/679 ("Personal Data"). The Client acknowledges and agrees that the Personal Data shall be processed by Doo Prime in accordance with this Agreement and the Privacy Policy available on Doo Prime's website.
客户承认并同意，通过签订本协议并在 Doo Prime 开设账户，客户将向 Doo Prime 提供欧盟通用数据保护条例 2016/679 所指的个人数据（"个人数据"）。 客户承认并同意 Doo Prime 应根据本协议和 Doo Prime 网站上提供的隐私政策处理个人数据。

11.2 Personal Data collected by Doo Prime includes but not limited to the following:
Doo Prime 收集的个人数据包括但不限于以下内容：

(a) the Client's personal details, e.g. name, telephone number, email address;
客户的个人详细信息，例如 姓名、电话号码、电子邮件地址；

(b) identity verification documents, e.g. ID, passport, utility bills;
身份验证文件，例如 身份证、护照、水电费单；

(c) financial details, e.g. bank account, payment card information;
财务细节，例如 银行账户、支付卡信息；

(d) information about the Client's income and wealth including details about the Client's assets and liabilities, account balances, trading statements, tax and financial statements;
有关客户收入和财富的信息，包括有关客户的资产和负债、账户余额、交易报表、税务和财务报表的详细信息；

(e) profession and employment details;
职业和就业细节；

(f) transaction data, i.e. all information and details related to any Transactions made;
交易数据，即与任何交易相关的所有信息和细节；

(g) the Client's use of Services, including but not limited to the pages the Client has visited; and
客户对服务的使用，包括但不限于客户访问过的页面； 和

(h) technical information, including but not limited to the Client's devices, type and version of the operating system, time zone.
技术信息，包括但不限于客户的设备、操作系统的类型和版本、时区。

11.3 The Client consents and allows Doo Prime in processing the Personal Data:
客户同意并允许 Doo Prime 处理个人数据：

(a) to perform Doo Prime's contractual obligations under this Agreement;
以履行 Doo Prime 在本协议项下的合同义务；

(b) to perform anti-money laundering checks, 'Know Your Customer' ("KYC") documentation in accordance with the Anti Money Laundering and Know Your Customer Policy available on Doo Prime's website or other legal and regulatory compliance;
根据 Doo Prime 网站上提供的反洗钱和"了解您的客户"政策或其他法律和法规遵从性执行反洗钱检查、"了解您的客户"（"KYC"）文件；

(c) to monitor and record calls for business analysis, training or service improvement purposes;
监控和记录电话以进行业务分析、培训或服务改进；

(d) to monitor and record calls and electronic communications for processing and verification of instructions;
监控和记录电话和电子通信，以处理和验证指令；

(e) ensure that the Client meet the suitability requirements needed to use Doo Prime's Services;
确保客户满足使用 Doo Prime 服务所需的适用性要求；

(f) to manage the Client's Account; and
管理客户的账户； 和

(g) in providing suitable marketing materials or Material to the Client.
向客户提供合适的营销材料。

11.4 Under EU General Data Protection Regulation 2016/679 ("GDPR"), the Client retains the right to:
根据欧盟通用数据保护条例 2016/679（"GDPR"），客户保留以下权利：

(a) access the Client's Personal Data and inquire Doo Prime whether the Personal Data is being processed;
访问客户的个人数据并询问 Doo Prime 是否正在处理个人数据；

(b) rectify or amend the Client's Personal Data;
更正或修改客户的个人资料；

(c) restrict the processing of Personal Data;
限制个人数据的处理；

(d) object against Personal Data processing for direct marketing purposes; or
反对出于直接营销目的的处理个人数据； 或

(e) demand Doo Prime to delete and erase the Client's Personal Data.
要求 Doo Prime 删除和清除客户的个人数据。

11.5 The Client acknowledges that Doo Prime may need the Client's Personal Data to fulfil its obligation under this Agreement, and as such the Client's demand for deletion of the Client's Personal Data may result in termination of the Client's Account and this Agreement in accordance with Clause 16.
客户承认 Doo Prime 可能需要客户的个人数据来履行其在本协议下的义务，因此客户要求删除客户的个人数据可能会导致根据第 16 条终止客户的帐户和本协议。

11.6 Doo Prime shall retain the Client's Personal Data as long as the Client's Account remains active and valid, and may retain the Client's Personal Data up to seven years after the Account and this Agreement with the Client is terminated. The Client's Personal Data may be retained for more than seven years subject to any Applicable Statutes And Regulations, acts or policies by Relevant Regulatory Authorities and Doo Prime's internal policies.
只要客户的账户保持活跃有效，Doo Prime 将保留客户的个人数据，并且可以在账户和与客户的协议终止后七年内保留客户的个人数据。 客户的个人数据可能会保留七年以上，但须遵守相关监管机构的任何适用法规和条例、法案或政策以及 Doo Prime 的内部政策。

11.7 Doo Prime may share the Personal Data to third parties:
Doo Prime 可能会与第三方共享个人数据：

(a) under any Applicable Statutes And Regulations;
根据任何适用的法规和条例；

(b) in compliance with legal and/or court orders obligations;
遵守法律和/或法院命令义务；

(c) in compliance with any requests made by legal or regulatory authorities;
遵守法律或监管机构提出的任何要求；

(d) necessary to perform Doo Prime's obligation under this Agreement, including but not limited to Doo Prime's associates or related companies; or
为履行 Doo Prime 在本协议项下的义务所必需的，包括但不限于 Doo Prime 的关联方或相关公司； 或

(e) when the Client has given Doo Prime consent.
当客户给予 Doo Prime 同意时。

11.8 In compliance with the GDPR, Doo Prime shall not transfer any Personal Data outside the European Economic Area ("EEA") or a European Commission recognised non-EEA country without taking reasonable steps in ensuring:
根据 GDPR，Doo Prime 不得将任何个人数据转移到欧洲经济区（"EEA"）或欧盟委员会认可的非 EEA 国家以外，除非采取合理措施确保：

(a) the third party has an adequate, appropriate and sufficient level of protection for the rights and freedoms of the Client in relation to the processing of Personal Data;
第三方在处理个人数据方面对客户的权利和自由有足够、适当和充分的保护；

(b) there are adequate, appropriate and sufficient security measures in place to protect the Personal Data;
有足够、适当和充分的安全措施来保护个人数据；

(c) the Client has enforceable rights and effective legal remedies for any breach of personal data protection law and regulation;
对于任何违反个人数据保护法律和法规的行为，客户拥有可执行的权利和有效的法律补救措施；

(d) the third party comply with its obligations under any applicable data protection laws and regulations; and/or
第三方遵守任何适用的数据保护法律和法规规定的义务； 和/或

(e) binding corporate rules or standard data protection clauses approved by the European Commission are in place.
有具有约束力的公司规则或欧盟委员会批准的标准数据保护条款。

11.9 Doo Prime has taken all reasonable commercial standards of technology and operational security to safeguard the Client's Personal Data and mitigate potential risks of security breach. However, Doo Prime cannot guarantee on the absolute protection and security of the Personal Data. The Client acknowledges that Doo Prime shall not be liable for any malicious and fraudulent act committed by third party beyond Doo Prime's control provided that Doo Prime has taken all reasonable commercial standard of care and has not been negligent in safeguarding the Client's Personal Data.

Doo Prime 已采取所有合理的商业标准技术和运营保障来保护客户的个人数据并降低潜在的安全漏洞风险。 但是，Doo Prime 不能保证个人数据的绝对保护和安全。 客户承认，只要 Doo Prime 采取了所有合理的商业标准并且在保护客户的个人数据方面没有疏忽,Doo Prime 不对第三方实施的超出 Doo Prime 控制的任何恶意和欺诈行为负责。

12. CONFIDENTIALITY
保密

12.1 The Parties agree and undertake with each other to keep confidential and not disclose to any person, other than that party's professional advisers, directors, officers or employees, any Confidential Information or any information provided to it by the other party which in any way relates to this Agreement and the matters contemplated herein except:

双方同意并相互承诺对任何机密信息或另一方提供给其的任何信息以任何方式与本协议及本协议所设想的事项有关保密并不披露，并不向该方的专业顾问、董事、高级职员或雇员以外的任何人披露，但以下情况除外：

(a) with the prior written consent of the other Party respectively;
经另一方事先书面同意；

(b) as may be required by law, any regulatory authority or any stock exchange;
根据法律、任何监管机构或任何证券交易所的要求；

(c) as may be required to investigation or prevention of any illegal activity;
可能需要调查或预防任何非法活动；

(d) to execution venues or any third party as necessary to carry out Transactions and for purposes ancillary to the provision of the Services;
为执行交易和为提供服务的辅助目的而向执行场所或任何第三方提供；

(e) in accordance with the order of a court of competent jurisdiction; or
按照有管辖权的法院的命令； 或

(f) with the Client's consent.
经客户同意。

12.2 The Client agrees not to use the information provided by Doo Prime concerning the Services in any way other than to perform any obligations and rights under this Agreement.

客户同意不以任何方式使用 Doo Prime 提供的有关服务的信息，除非是为了履行本协议项下的任何义务和权利。

12.3 The restriction in Clause 12.1 shall not apply to any information which is in or comes into the public domain otherwise than by reason of any breach of this restriction.
除非违反此限制，否则第 12.1 条中的限制不适用于在或进入公共领域的任何信息。

12.4 The obligations in this clause 12 shall survive the termination of this Agreement for any reason whatsoever for seven years from the date of such termination, but not longer.
本第 12 条中的义务应在本协议因任何原因终止后自终止之日起七年内维持有效，但不会更长。

13. DOO PRIME'S INTELLECTUAL PROPERTY RIGHTS
DOO PRIME 的知识产权

13.1 All Intellectual Property Rights and other intellectual property rights in the Trading Platform shall remain at all times the sole and exclusive property of Doo Prime and/or its third party service providers and/or Doo Prime's licensors. Any usage of intellectual property rights of Doo Prime's third party service providers and/or Doo Prime's licensors shall subject to the terms and conditions provided by such providers.
交易平台中的所有知识产权和其他知识产权始终是 Doo Prime 和/或其第三方服务提供商和/或 Doo Prime 许可方的专有财产。 对 Doo Prime 第三方服务提供商和/或 Doo Prime 许可方的任何知识产权使用均应遵守此类提供商提供的条款和条件。

13.2 Subject to the terms and conditions in this Agreement, Doo Prime grants the Client a non-exclusive, revocable and non-transferable licence to access and download the Trading Platform to access Services and perform Transaction on the Trading Platform. The Client only has the licence to use the Trading Platform in accordance with this Agreement and shall not have any rights in relation to any of the Intellectual Property Rights.
根据本协议中的条款和条件，Doo Prime 授予客户访问和下载交易平台以使用服务和在交易平台上执行交易的非排他性、可撤销和不可转让的许可。 客户仅拥有根据本协议使用交易平台的许可，不享有与任何知识产权相关的任何权利。

13.3 The Client undertakes not to:
客户承诺不会：

(a) copy, reproduce, translate, duplicate, use, enhance, decompile, decode, disassemble, distribute, sell, transmit, lend, pledge, transfer, alter, tamper, amend, modify, reverse engineer, sub-licence the Trading Platform or any Intellectual Property Rights or its source code;
复制、仿造、翻译、抄写、使用、增强、反编译、解码、反汇编、分发、出售、传输、出借、质押、转让、更改、篡改、修改、修订、逆向工程、再许可交易平台或任何知识产权或其源代码；

(b) publish, distribute, make available to third parties any information related to the Trading Platform or any Intellectual Property Rights;
发布、分发、向第三方提供与交易平台或任何知识产权相关的任何信息；

(c) remove or destroy any copyright notices of the Trading Platform or any Intellectual Property Rights;
删除或销毁交易平台或任何知识产权的任何版权声明；

(d) use, recreate, copy, redistribute any of Doo Prime's, Doo Prime's third party service providers, or Doo Prime's licensors Intellectual Property Rights;
使用、重新创建、复制、重新分发 Doo Prime、Doo Prime 第三方服务提供商或 Doo Prime 许可方的任何知识产权；

(e) carry out any data collection, or use data mining, screen-scraping, optical recognition software, image makers, artificial intelligence, automated programme or other similar data gathering and extraction tools on the Trading Platform;
在交易平台上进行任何数据收集，或使用数据挖掘、屏幕抓取、光学识别软件、图像制作、人工智能、自动化程序或其他类似的数据收集和提取工具；

(f) attempt to gain or allow unauthorised access to the Trading Platform or any Intellectual Property Rights;
试图获取访问权力或允许未经授权访问交易平台或任何知识产权；

(g) upload or transmit computer virus or other programmes to disrupt or destroy the normal operation of the Trading Platform;
上传或传播计算机病毒或其他程序，扰乱或破坏交易平台的正常运行；

(h) use the Trading Platform in any manner not permitted by this Agreement.
以本协议不允许的任何方式使用交易平台。

13.4 The licence granted in Clause 13.2 shall be revoked immediately and the Client undertakes not to use the Trading Platform any further if:
第 13.2 条授予的许可应立即撤销，并且客户承诺在以下情况下不再使用交易平台：

(a) the Account or this Agreement is terminated;
账户或本协议终止；

(b) a Specified Default Event occurs;
发生特定违约事件；

(c) the Client breaches any material terms and conditions of this Agreement; or
客户违反本协议的任何重要条款和条件； 或

(d) the Client breaches Clause 13.3.
客户违反第 13.3 条。

13.5 The Client shall immediately notify Doo Prime any violation of Doo Prime's, Doo Prime's third party service providers, or Doo Prime's licensors Intellectual Property Rights.
客户应在有任何侵犯 Doo Prime、Doo Prime 第三方服务提供商或 Doo Prime 许可方知识产权的行为时立即通知 Doo Prime。

14. CLIENT'S INDEMNITY AGAINST DOO PRIME
客户对 DOO PRIME 的赔偿

14.1 Save as otherwise expressly provided herein, the Client agrees and undertakes with Doo Prime to indemnify and hold Doo Prime, Doo Prime's related companies, licensors, third party service providers, affiliates, payment services providers, payment gateway providers and their respective banking services providers, harmless from and against any damage or loss suffered, incurred or sustained by that Doo Prime, or to which that Doo Prime becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfilment of or failure to perform any covenant or obligation contained in this Agreement by the Client.
除本协议另有明确规定外，客户同意并承诺向 Doo Prime 赔偿并使 Doo Prime、Doo Prime 的相关公司、许可方、第三方服务提供商、关联公司、支付服务提供商、支付网关提供商及其各自的银行服务提供商，不遭受、招致或承受因任何客户虚假陈述、违反保证或不履行或未能履行本协议中包含的任何约定或义务造成的任何损害或损失。

14.2 The Client acknowledges that this responsibility shall include but not limited to any legal and administrative costs and expenses incurred.
客户承认，此责任应包括但不限于任何法律和行政成本和费用。

15. EXCLUSION AND LIMITATION OF LIABILITY BY DOO PRIME
DOO PRIME 的责任排除和限制

15.1 Doo Prime's Services, Trading Platform, services by Doo Prime's payment service providers and other service providers shall be provided on "as is, where is" basis. Doo Prime makes no express or implied representations or warranties:
Doo Prime 的服务、交易平台、Doo Prime 的支付服务提供商和其他服务提供商的服务应按"原样"提供。 Doo Prime 不作以下任何明示或暗示的陈述或保证：

(a) as to the availability, accuracy or completeness of the Trading Platform, Services, services by Doo Prime's payment service providers and other service providers;
关于交易平台、服务、Doo Prime 支付服务提供商和其他服务提供商的服务的可用性，准确性或完整性；

(b) that the Trading Platform, Services, website, services by Doo Prime's payment service providers and other service providers shall or will be uninterrupted, error-free, or available at all times;
交易平台、服务、网站、Doo Prime 支付服务提供商和其他服务提供商提供的服务应或将是不间断、无错误或始终可用；

(c) that the Trading Platform, Services, website, services by Doo Prime's payment service providers and other service providers are free from viruses, bugs or anything else with destructive properties;
交易平台、服务、网站、Doo Prime 的支付服务提供商和其他服务提供商的服务没有病毒、错误或任何其他具有破坏性的东西;

(d) as to the services or software provided by Doo Prime's third party service providers, Doo Prime's licensors or Doo Prime's outsourced parties;
关于 Doo Prime 的第三方服务提供商、Doo Prime 的许可方或 Doo Prime 的外包方提供的服务或软件;

(e) as to the hyperlinks on Doo Prime's website linking to other third party website;
关于 Doo Prime 网站上链接到其他第三方网站的超链接;

(f) as to the compatibility of the Client's computer equipment with the Trading Platform; and
关于客户计算机设备与交易平台的兼容性; 和

(g) as to the act or omission by the Client or any third parties on the Client's behalf in relation to the Client's Transaction with Doo Prime.
关于客户或代表客户的任何第三方在客户与 Doo Prime 的交易中的作为或不作为。

15.2 Subject to the duties and obligations owed by Doo Prime to the Client under Applicable Statutes And Regulations, Doo Prime shall not be liable for any direct, indirect, consequential, incidental loss, loss of profits, loss of goodwill, reputational damage and loss of opportunity as a result of (including but not limited to) the following:
根据适用的法规和条例下，Doo Prime 对客户负有的义务和义务，Doo Prime 不对任何起源于（包括但不限于）以下原因的直接、间接、后果性、偶然的损失、利润损失、商誉损失、声誉损害和机会损失承担责任:

(a) any item in Clause 15.1;
第 15.1 条中的任何项目;

(b) the Client's breach of any Applicable Statutes And Regulations or this Agreement;
客户违反任何适用的法规和条例或本协议;

(c) any viruses or security breaches introduced into the Client's equipment or systems via Doo Prime's website or any software published, provided that Doo Prime has taken reasonable steps to prevent any such introduction;
通过 Doo Prime 网站或发布的任何软件引入客户设备或系统的任何病毒或安全漏洞，前提是 Doo Prime 已采取合理措施防止任何此类引入;

(d) transmission errors, delay, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet

malfunctions, interruptions or other deficiencies on the part of internet service providers;
传输错误、延迟、技术故障、故障、网络设备的非法干预、网络过载、第三方恶意阻止访问、互联网故障、中断或互联网服务提供商的其他缺陷；

(e) accuracy, completeness or delay of the information or advice provided by a third party;
第三方提供的信息或建议的准确性、完整性或延迟性；

(f) Doo Prime's compliance with the Applicable Statutes And Regulations;
Doo Prime 遵守适用的法规和条例；

(g) unauthorised access to the Client's Account or Personal Data due to the Client's negligence or malicious third parties;
由于客户的疏忽或恶意第三方而未经授权访问客户的帐户或个人数据；

(h) any Force Majeure Event under Clause 17;
第 17 条规定的任何不可抗力事件；

(i) any investments, expenditures, commitments or third party services engaged by the Client in connection with this Agreement or the Client's access to Services;
客户就本协议或客户获得服务而从事的任何投资、支出、承诺或第三方服务；

(j) any alteration, deletion, damage to the Client's data storage;
对客户数据存储的任何更改、删除、损坏；

(k) any inaccuracy, error, delay, omission, non-performance, interruption in any data, information or message;
任何数据、信息或消息中的任何不准确、错误、延迟、遗漏、不履行、中断；

(l) any hardware, software, connection bugs from the Client's side;
来自客户端的任何硬件、软件、连接错误；

(m) solvency, acts or omissions of any Doo Prime's licensors, providers or related companies;
任何 Doo Prime 的许可人、供应商或相关公司的偿付能力、作为或不作为；

(n) the Transactions entered by the Client;
客户输入的交易；

(o) any of the risks and warnings introduced to the Client in this Agreement and the Risk Disclosure And Acknowledgement Notice online;
本协议和在线风险披露和确认通知中向客户介绍的任何风险和警告；

(p) Client's reliance on Stop Loss;

客户对止损的依赖；

(q) the Client's reliance on any additional third party trading features;
客户对任何其他第三方交易功能的依赖；

(r) Doo Prime's exercise of Margin Call and Stop Loss; and
Doo Prime 行使追加保证金和止损； 和

(s) any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid.
超出我们合理控制范围且其影响超出我们合理控制范围的任何原因而无法避免。

15.3 Nothing in the Agreement excludes or limits each other Party's liability for fraudulent or negligent misrepresentation, or any matter that cannot be excluded or limited under Applicable Statutes And Regulations.
本协议中的任何内容均不排除或限制另一方对欺诈或疏忽失实陈述的责任，或根据适用的法规和条例不能排除或限制的任何事项。

15.4 If this Clause 15 is not acceptable by the Client, the Client should notify Doo Prime to close and terminate any Account registered. Doo Prime shall not be liable for any loss or damages as a result of such termination.
如果客户不接受本第 15 条，客户应通知 Doo Prime 关闭并终止任何已注册账户。 Doo Prime 对因此类终止而导致的任何损失或损害不承担任何责任。

16. TERMINATION OF AGREEMENT
协议终止

16.1 Without prejudice to any accrued Parties' rights and remedies and other provisions of this Agreement, either Party may give the other Party notice in writing to forthwith terminate this Agreement in fourteen calendar days.
在不影响任何一方应计的权利和补救措施以及本协议的其他规定的情况下，任何一方均可在十四个日历日内以书面形式通知另一方立即终止本协议。

16.2 Upon the occurrence of any of the following events and without prejudice to the Party's rights under this Agreement, Doo Prime may (but shall not be obliged to) immediately or give notice in writing to the Client to forthwith terminate this Agreement:
在发生以下任何事件时，在不损害本协议下一方的权利的情况下，Doo Prime 可以（但没有义务）立即或书面通知客户立即终止本协议：

(a) any Specified Default Event occurs;
发生任何特定违约事件；

(b) any Force Majeure event occurs; or
发生任何不可抗力事件； 或

(c) the Client breaches any material terms and conditions of this Agreement.
客户违反本协议的任何重要条款和条件。

16.3 Upon the termination of this Agreement pursuant to clause 16.2 herein, the outstanding Fees payable by the Client to Doo Prime, including but not limited to the following, shall become immediately due:
根据本协议第 16.2 条终止本协议后，客户应支付给 Doo Prime 的未偿费用，包括但不限于以下各项，应立即到期：

(a) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
因终止协议而产生的任何交易费用以及将客户的投资转移到另一家投资公司所产生的费用；

(b) all outstanding Fees and any other amount payable to Doo Prime;
应付给 Doo Prime 的所有未结费用和任何其他金额；

(c) any loss and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by Doo Prime on the Client's behalf;
在结束任何交易或结算或结束 Doo Prime 代表客户产生的未偿义务时发生的任何损失和费用；

(d) any charges and additional expenses incurred or to be incurred by the Doo Prime as a result of the termination of the Agreement;
Doo Prime 因协议终止而产生或将产生的任何费用和额外费用；

(e) any damages which arose during the arrangement or settlement of pending obligations.
在安排或解决未决义务期间产生的任何损害。

Doo Prime shall return to the Client all cash balance available within 10 business days subject to Clause 10 after termination of this Agreement. In the event Doo Prime is unable to refund the cash balance to the Client, Doo Prime reserves our right to refund the cash balance to the applicable unclaimed money authority in the relevant jurisdiction.
本协议终止后，根据第 10 条，Doo Prime 应在 5 个工作日内将所有可用现金余额退还给客户。 如果由于客户的银行账户不活跃或联系方式过时，Doo Prime 无法将现金余额退还给客户，Doo Prime 保留将现金余额退还给相关司法管辖区适用的无人认领货币机构的权利。

16.4 Doo Prime reserves its full legal rights in claiming:
Doo Prime 保留其在以下方面索赔的全部合法权利：

(a) any expenses incurred by Doo Prime as a result of termination of this Agreement; and
Doo Prime 因本协议终止而产生的任何费用； 和

(b) any loss or damages pursuant to an arrangement or settlement post termination of this Agreement.
根据本协议终止后的安排或和解造成的任何损失或损害。

16.5 Upon notification of termination, Doo Prime shall proceed with all Transactions entered into or under execution and the terms and conditions of this Agreement shall be applicable until all pending Transactions has been completed. The Client will be subsequently required to close all open positions and Doo Prime shall refuse in opening new positions for the Client.
在收到终止通知后，Doo Prime 应继续进行所有已订立或正在执行的交易，并且本协议的条款和条件应适用，直到所有未决交易完成为止。 随后客户将需要关闭所有未平仓头寸，Doo Prime 将拒绝为客户开设新头寸。

16.6 The termination of the Client's Account shall terminate the Client's right and licence to use the Trading Platform, Services, all and any software and solutions made available to the Client by Doo Prime.
客户账户的终止将终止客户使用 Doo Prime 向客户提供的交易平台、服务、所有和任何软件和解决方案的权利和许可。

16.7 Doo Prime's rights in this Clause 16 shall not be limited to other rights available in any Applicable Statutes And Regulations. The Client acknowledges that Doo Prime shall not be liable for any loss or damages in exercising its rights in Clause 16.
Doo Prime 在本第 16 条中的权利不应限于任何适用的法规和条例中提供的其他权利。 客户承认，Doo Prime 对行使第 16 条规定的权利时的任何损失或损害不承担任何责任。

16.8 Upon any termination of this Agreement under clauses 16.1 or 16.2, or otherwise pursuant to this Agreement, without prejudice to any right of any party which shall have accrued under this Agreement prior to such termination, the obligations of the parties under this Agreement shall cease save in respect of the obligations of the parties in Clause 12, Clause 13, Clause 14, Clause 15, Clause 20 and Clause 22 herein.
在根据第 16.1 或 16.2 条或以其他方式根据本协议终止本协议后，在不损害任何一方在终止前根据本协议应产生的任何权利的情况下，双方在本协议下的义务应停止，关于本协议第 12 条、第 13 条、第 14 条、第 15 条、第 20 条和第 22 条中各方的义务除外。

17. FORCE MAJEURE EVENT
不可抗力事件

17.1 Doo Prime may reasonably determine that an emergency or an exceptional market condition exists ("Force Majeure Event"), in which case Doo Prime shall inform the Relevant Regulatory Authorities and take reasonable steps to inform the Client. A Force Majeure Event includes but is not limited to the following:
Doo Prime 可以合理地决定存在紧急情况或异常市场状况（"不可抗力事件"），在这种情况下，Doo Prime 应通知相关监管机构并采取合理措施通知客户。 不可抗力事件包括但不限于以下情况：

(a) any act of God, flood, fire, war, riot, civil commotion, natural catastrophe, strike, act of government, labour disputes, lock-out, government moratorium, act of terrorism, national emergency, virus outbreak, change of law or regulation, or any other supervening event of whatsoever nature in relation to nature, technological, political, governmental, social, economic, pandemic, civil emergency, act of terror beyond the reasonable control of Doo Prime, and which prevents that Doo Prime's performance of, or which makes it unduly onerous on Doo Prime to perform, its obligations hereunder;
任何超出 Doo Prime 合理控制范围，并且阻止 Doo Prime 的执行，或使得 Doo Prime 履行其在本协议项下的义务变得过分繁重的天灾、洪水、火灾、战争、骚乱、内乱、自然灾害、罢工、政府行为、劳资纠纷、停工、政府暂停、恐怖主义行为、国家紧急状态、病毒爆发、法律或法规变更 ，或任何其他与自然、技术、政治、政府、社会、经济、流行病、民事紧急情况、恐怖行为或有关的任何其他附带事件；

(b) declaration of financial services moratorium by Relevant Regulatory Authorities;
相关监管机构宣布暂停金融服务；

(c) the suspension or closure of any market or the abandonment or failure of any event on which Doo Prime base, or to which Doo Prime in any way relate, Doo Prime's quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
任何市场的暂停或关闭，或 Doo Prime 所依据的任何事件，或 Doo Prime 以任何方式与之相关的任何事件，Doo Prime 的报价，或对任何交易施加限制或特殊或不寻常的条款 此类市场或任何此类事件；

(d) any performance or non-performance by a third party, destruction caused by others or any similar event, which is outside Doo Prime's reasonable control;
超出 Doo Prime 的合理控制下第三方的任何履约或不履约、他人造成的破坏或任何类似事件；

(e) any act or omission or policies by regulatory authorities or other institutions beyond Doo Prime's foreseeability;
超出 Doo Prime可预见性的监管机构或其他机构的任何作为或不作为或政策；

(f) the occurrence of an excessive movement in the level of any Transaction and/or any corresponding market or Doo Prime's anticipation (acting reasonably) of the occurrence of such a movement;
任何交易和/或任何相应市场的水平发生过度变动，或 Doo Prime 对此类变动发生的预期（采取合理行动）；

(g) any breakdown or failure of transmission, communication, network, interruption of power supply, cybersecurity attack or electronic or communications equipment failure in Doo Prime, Doo Prime's third party or service providers;

Doo Prime、Doo Prime 的第三方或服务提供商的传输、通信、网络、电源中断、网络安全攻击或电子或通信设备的故障或失败；

(h) any event that Doo Prime is unable to predict or prevent resulting in the Trading Platform's failure to function on a normal basis;
Doo Prime 无法预测或阻止导致交易平台无法正常运行的任何事件；

(i) failure of any relevant supplier, intermediate broker, agent or principal of Doo Prime, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations; or
Doo Prime 的任何相关供应商、中间经纪人、代理人或委托人、托管人、分托管人、交易商、交易所、票据交换所或监管或自律组织，出于任何原因未能履行其义务； 或

(j) any event, act or circumstances not reasonably within Doo Prime's control and the effect of that event is such that Doo Prime is not in a position to take any reasonable action to cure the default.
Doo Prime 无法采取任何合理的行动来纠正违约的任何Doo Prime 无法合理控制的任何事件、行为或情况。

17.2 If any of the foregoing events occur and Doo Prime claims a Force Majeure Event in relation thereto, Doo Prime may at its absolute discretion take the following steps in good faith:
如果发生上述任何事件并且 Doo Prime 声称发生了与此相关的不可抗力事件，Doo Prime 可以诚信地自行决定采取以下步骤：

(a) to vary the terms of this Agreement to avoid, in whole or in part, the effect of such event;
更改本协议的全部或部分条款，以避免此类事件的影响；

(b) modify or amend the Client's Margin;
修改或修订客户的保证金；

(c) reject or terminate any ongoing Transaction;
拒绝或终止任何正在进行的交易；

(d) close any or all of the Client's open Transactions and/or positions at such closing prices as Doo Prime reasonably believe to be appropriate;
以 Doo Prime 合理认为适当的收盘价关闭任何或所有客户的未平仓交易和/或头寸；

(e) alter the trading time for a particular Transaction;
更改特定交易的交易时间；

(f) suspend or freeze the Trading Platform, all Transaction and Account;
暂停或冻结交易平台、所有交易和账户；

(g) modify, amend or remove any Services;
修改、修订或删除任何服务；

(h) decrease leverage or any credit facility;
降低杠杆或任何信贷额度；

(i) exercise any right entitled under this Agreement and the Execution Policy;
行使本协议和执行政策赋予的任何权利；

(j) to otherwise treat this Agreement as having become frustrated by such event, in which case this Agreement shall forthwith terminate; and/or
以其他方式将本协议视为因此类事件而受挫，在这种情况下，本协议应立即终止； 和/或

(k) take or omit to take all such other actions as Doo Prime deems to be reasonably appropriate in the circumstances with regard to the position of Doo Prime and Client.
采取或不采取 Doo Prime 认为在与 Doo Prime 和客户的立场有关的情况下合理适当的所有其他行动。

17.3 Doo Prime shall not be liable to the Client for any direct or indirect loss or damages, including but not limited to financial loss, loss of opportunity or any other kind of loss arising from a Force Majeure Event.
Doo Prime 不对客户的任何直接或间接损失或损害负责，包括但不限于因不可抗力事件引起的财务损失、机会损失或任何其他类型的损失。

18. PARTIES' COMMUNICATION
各方沟通

18.1 Any offer to open or close a Transaction must be made by the Client via the Trading Platform. Doo Prime shall not be liable for any loss or damages from:
任何开启或关闭交易的要约必须由客户通过交易平台提出。 Doo Prime 不对以下原因造成的任何损失或损害负责：

(a) inaccuracies, mistakes or errors by the Client while performing the Transaction;
客户在执行交易时的不准确、差错或错误；

(b) any Transaction performed due to unauthorised access to the Client's Account.
由于未经授权访问客户账户而执行的任何交易。

18.2 Doo Prime shall communicate with the Client using the contact details provided during Account registration and any subsequent details updated. Any communication (including without limitation to any Account statements, Transaction details, Fees details, legal documents, notice, consent and similar document) required or permitted to be given or served under this Agreement shall be in writing and may be:

Doo Prime 应使用在帐户注册期间提供的联系方式和任何后续更新的详细信息与客户沟通。根据本协议要求或允许给予或送达的任何通信（包括但不限于任何账户报表、交易详情、费用详情、法律文件、通知、同意和类似文件）均应采用书面形式，并且可以是：

(a) delivered by electronic means;
以电子方式交付；

(b) delivered personally; or
亲自交付； 或

(c) sent by registered post or registered airmail.
通过挂号邮件或挂号航空邮件发送。

18.3 Any communication given or served in accordance with clause 18.2 shall be deemed to have been duly given or served:
根据第 18.2 条发出或送达的任何通信应被视为已正式发出或送达：

(a) if sent by registered post or registered airmail, two business days after the date it is lodged with the postal authorities for postal despatch. If the delivery address is within the jurisdiction, five business days after the date it is lodged with the postal authorities for postal despatch. If the delivery address is beyond the jurisdiction, ten business days after the date it is lodged with the postal authorities for postal despatch;
如果通过挂号邮件或挂号航空邮件发送，则在向邮政当局提交邮政寄送之日起两个工作日。 如果收货地址在管辖范围内，则在向邮政当局提交邮政寄送之日起五个工作日后。 投递地址不在管辖范围内的，自向邮政机关提交邮寄寄送之日起十个工作日；

(b) if delivered personally, at the time of delivery;
如果亲自交付，在交付时；

(c) if sent by electronic means, immediately during business bours at its destination or, if not within business hours, at the opening of the next period of business hours.
如果通过电子方式发送，则在其目的地的营业时间内立即发送，如果不在营业时间内，则在下一个营业时间开始时发送时。

18.4 The Client acknowledges and undertakes that:
客户承认并承诺：

(a) Doo Prime may record any communication between Doo Prime and the Client and such recordings shall be the sole property of Doo Prime and may be used as evidence of communications in legal proceedings;
Doo Prime 可能会记录 Doo Prime 与客户之间的任何通信，此类记录应为 Doo Prime 的专有财产，并可用作法律诉讼中的通信证据；

(b) any instruction and communication transmitted by the Client or on the Client's behalf is made at the Client's risk and Doo Prime is authorised to rely and act on, and treat as fully authorised and binding upon the Client, any instruction which Doo Prime believe in good faith to have been given by the Client or the Client's agent;
客户或代表客户传输的任何指令和通信均由客户承担风险，Doo Prime 有权依赖和因此采取行动，并可将 Doo Prime 诚信相信的任何由客户或客户的代理人提供的指令视为已经完全授权和对客户具有约束力；

(c) the official language of this Agreement shall be in English;
本协议的官方语言应为英语；

(d) the Client may appoint an authorised person in accordance with KYC documentation, and the Client authorises Doo Prime to contact the authorised person to fulfil its obligations in relation to Applicable Statutes And Regulations;
客户可以根据 KYC 文件指定授权人，并且客户授权 Doo Prime 联系授权人以履行其与适用法规和条例有关的义务；

(e) to check and read all notices published on Doo Prime's website and Trading Platform;
检查和阅读在 Doo Prime 网站和交易平台上发布的所有通知；

(f) failure or delay in receiving any communication from Doo Prime due to software, telecommunications or other electronic system error shall not invalidate or prejudice that communication and Doo Prime shall not be liable for such failure or delay in communication;
由于软件、电信或其他电子系统错误而未能或延迟接收来自 Doo Prime 的任何通信，不应使通信无效或损害通信，Doo Prime 不对此类通信失败或延迟承担责任；

(g) to check the trading statements posted monthly where any Manifest Error shall be conclusive if it is not communicated to Doo Prime.
检查每月发布的交易报表，如果未将任何明显错误传达给 Doo Prime，则该报表均为最终结论。

19. CLIENT'S COMPLAINT
客户投诉

19.1 The Client shall report all complaints to Doo Prime in writing within three business days from the occurrence of the event that gives rise to the complaint. In the event the Client failed to do so, the Client shall be deemed to have waived his right for any claim against Doo Prime.
客户应在引发投诉的事件发生后三个工作日内以书面形式向 Doo Prime 报告所有投诉。 如果客户未能这样做，客户将被视为放弃对 Doo Prime 提出任何索赔的权利。

19.2 Upon receiving the complaint and all necessary information from the Client, Doo Prime shall proceed to investigate the complaint, take any necessary action and update the Client from time to time.

收到客户的投诉和所有必要信息后，Doo Prime 应着手调查投诉，采取任何必要措施并不时更新客户。

19.3 Without prejudice to the Client's right, Doo Prime may close any Transaction involved in a dispute with the Client without prior notice where Doo Prime reasonably believes it is necessary to limit the monetary claim in the dispute.
在不损害客户权利的情况下，如果 Doo Prime 合理地认为有必要限制争议中的金钱索赔，Doo Prime 可以在不事先通知的情况下关闭与客户发生争议的任何交易。

20. GOVERNING LAW AND JURISDICTION
法律和管辖区

20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the following jurisdictions, as may be applicable:
本协议在所有方面均应受以下司法管辖区的法律管辖并根据其解释（如适用）：

(a) Republic of Seychelles;
塞舌尔共和国；

(b) Republic of Mauritius; or
毛里求斯共和国；或

(c) Republic of Vanuatu.
瓦努阿图共和国。

20.2 Nothing in this Agreement shall limit or prohibit Doo Prime's right to initiate legal proceedings against the Client in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.
本协议中的任何内容均不限制或禁止 Doo Prime 在具有管辖权的其他法院对客户提起法律诉讼的权利，并且在一个或多个司法管辖区的法律诉讼不应妨碍在任何其他司法管辖区提起法律诉讼。

21. ASSIGNMENT OF RIGHTS
权利转让

21.1 This Agreement shall be binding upon the respective heirs, successors-in-title, estates, personal representatives and permitted assigns of the Client. The Client shall not assign any of its rights and obligations hereunder without the prior consent of Doo Prime.
本协议对客户的各自继承人、所有权继承人、遗产、个人代表和允许的受让人具有约束力。未经Doo Prime事先同意，客户不得转让其在本协议项下的任何权利和义务。

21.2 The Client acknowledges and agrees that Doo Prime may sell, transfer, assign or novate Doo Prime's rights or obligations under this Agreement or the performance of the entire

Agreement, in Doo Prime's sole discretion, to a successor of all or substantially all of Doo Prime's business or assets (in the event of merger or acquisition of the Doo Prime with a third party, reorganisation of the Doo Prime, winding up of the Doo Prime or sale or transfer of all or part of the business or the assets of Doo Prime to a third party), without the Client's prior written consent by providing notice in writing within a reasonable period. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and is not intended to confer any other entity or person any rights or remedies hereunder.

客户承认并同意，Doo Prime 可以未经客户事先书面同意，在合理期限内提供书面通知,自行决定将 Doo Prime 在本协议下的权利或义务或整个协议的履行出售、转让或更新给Doo Prime全部或几乎全部业务的继承人，或资产（如果 Doo Prime 与第三方合并或收购、重组 Doo Prime、清盘 Doo Prime 或将 Doo Prime 的全部或部分业务或资产出售或转让给第三方）。在遵守上述规定的前提下，本协议对双方及其各自继承人的利益具有约束力并符合其利益，并不旨在授予任何其他实体或个人本协议项下的任何权利或补救措施。

21.3 The Client agrees that in the event of a transfer, assignment or novation described in paragraph 21.2 above, Doo Prime shall have the right to disclose and/or transfer all Client's information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Account and the Client Asset as required, subject to providing prior notice to the Client.

客户同意，如果发生上述第 21.2 段所述的转让、分配或更新，Doo Prime 有权披露和/或转让所有客户信息（包括但不限于个人数据、记录、通信、尽职调查和客户 身份证明文件、文件和记录、客户交易历史）根据需要转移账户和客户资产，但需事先通知客户。

22. MISCELLANEOUS
杂项条款

22.1 Time, wherever mentioned in this Agreement, shall be of the essence.

时间，无论在本协议中何时提及，都至关重要。

22.2 This Agreement shall not be construed as a joint venture or partnership between Doo Prime and the Client. The Client acknowledges that Doo Prime may provide the Trading Platform to other parties and clients, and agree that nothing in this Agreement shall prevent Doo Prime from providing such services.

本协议不应被解释为 Doo Prime 与客户之间的合资企业或合伙企业。 客户承认 Doo Prime 可以向其他方和客户提供交易平台，并同意本协议中的任何内容均不得阻止 Doo Prime 提供此类服务。

22.3 Without prejudice to any other rights or remedies a party may have, each Party acknowledges and agrees that damages may not be an adequate remedy for any breach of this Agreement and the Parties shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

在不损害一方可能拥有的任何其他权利或补救措施的情况下，每一方承认并同意，对于任何违反本协议的行为，损害赔偿可能不是充分的补救措施，对于任何威胁或实际违反本协议的行为，双方应有权获得禁令、特定履行和其他衡平法上的补救措施。

22.4 No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.
任何一方的任何权利、权力或特权的行使或未行使或延迟行使均不得视为放弃其或任何其他权利、权力或特权，任何单独或部分行使任何权利、权力或特权 并不视为排除任何其他或进一步行使或行使任何其他权利、权力或特权。 一方对违反本协议任何条款的任何弃权不应被视为对任何后续违反本协议相同或任何其他条款的弃权。

22.5 If any provision of this Agreement or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent. In the event of such partial invalidity, the Parties agree in good faith to replace any such legally invalid or unenforceable provision with valid and enforceable provisions that, from an economic viewpoint, most nearly and fairly approach the effect of the invalid or unenforceable provision.
如果本协议的任何条款或其对任何情况的适用无效或不可执行，则本协议的其余部分均不受影响，其余条款应在最大范围内有效和可执行。 如果发生此类部分无效，双方诚信地同意将任何此类法律上无效或不可执行的条款替换为有效且可执行的条款，从经济角度来看，这些条款最接近和公平地接近无效或不可执行条款的效果。

22.6 Unless otherwise provided, the rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy otherwise provided by law.
除非另有规定，本协议规定的权利和救济是累积的，不排除法律另有规定的任何权利或救济。

22.7 This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all negotiations, commitments and writings prior to the date hereof pertaining to the subject matter of this Agreement.
本协议构成双方之间的完整谅解和协议，并取代在本协议日期之前与本协议标的有关的所有谈判、承诺和书面文件。

22.8 The official language of this Agreement shall be English. Doo Prime may provide this Agreement in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Agreement and any other language version, the English version shall prevail.
本协议的官方语言为英语。 Doo Prime 可能会以其他语言提供本协议，仅供参考，如果本协议的英文版本与任何其他语言版本之间存在任何不一致或差异，则以英文版本为准。

22.9 Doo Prime is unable to advise the Client on any tax matters and the Client should seek a professional tax adviser for advice.

Doo Prime 无法就任何税务事宜向客户提供建议，客户应寻求专业税务顾问的建议。

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