

Terms and Conditions

条款声明



TERMS AND CONDITIONS

These are the terms and conditions which apply to the website accessible at www.1d.com (Website). The Website is operated by GOLD FORTRESS CAPITAL LIMITED ("GOLD FORTRESS" , "we" , "us" or "our"), a company incorporated in New Zealand with its principal place of business at 24a Seaside Avenue, Waterview, Auckland, 1026 , New Zealand.

1. Notes

These Terms and conditions apply to the entire contents of the GOLD FORTRESS Website and contain important information explaining the rights of any person ("the client" , "you" or "your") to access and use the Website. Please read these terms and conditions carefully before using the Website. By using or visiting the Website and any pages thereof, you accept and agree to be bound by the terms and conditions below. If you do not accept these terms and conditions below, do not access this site or any pages thereof. If you breach any of these terms and conditions, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

The information, material and content provided within the Website may be changed at any time without notice. We may also make changes to these terms and conditions at any time without notice by updating these pages. You agree to review

this section of the Website periodically and your access to or use of the Website at any time shall constitute your agreement to the latest published version of the terms and conditions.

2.GOLD FORTRESS ' S Services

The Client (you, your, yours) hereby acknowledges the following in relation to the services offered by GOLD FORTRESS:

a.GOLD FORTRESS is principally in the business of providing online trading facilities allowing you to efficiently deal in Contracts for Difference (Index CFDs, Energy CFDs, Metal CFDs, Commodity CFDs) and trade in Foreign Exchange, virtual money etc. on an execution only basis, which means that generally GOLD FORTRESS will not advise you regarding the merits of a particular transaction and will merely carry out your instruction.

b. GOLD FORTRESS may provide information to you including: historical and/or factual information; general advice, which may include an opinion or guidance about any of GOLD FORTRESS ' s products, but without taking into account your objectives, financial situation or needs. Updates, research reports, website content etc.do not constitute personal advice. We do not provide personal advice;

General advice can include information about our products and the underlying markets and our opinions about or outlook for our products. Any recommendation,

opinion or guidance you requested about our products and markets should only be regarded as general advice. And the recommendation, opinion or guidance will be only matters of opinion and may be subject to a number of limitations. You agree that GOLD FORTRESS makes no representations, warranties or guarantees (express or implied) as to the accuracy, adequacy, completeness, truth, value, currency or otherwise of any recommendation, opinion or guidance whatsoever communicated to you. You should assess whether any recommendation, opinion or guidance is suitable to your own investment objectives, financial status and particular needs.

c. It is possible that errors may occur in the prices of transactions quoted by GOLD FORTRESS. In such circumstances, GOLD FORTRESS shall not be bound by any transaction which purports to have been made (whether or not confirmed by GOLD FORTRESS) at a price which: GOLD FORTRESS is able to substantiate to you were manifestly incorrect at the time of the transaction; or was, or ought to have reasonably been known by you to be incorrect at the time of the transaction.

3. Your Online Access

In order to use our online Foreign Exchange dealing service (online facility) you will need to request a username and password (access code) from us after you provided your details in the application form on the website. You agree to provide at all times truthful and accurate information in applying to register to use the Website and using any registration granted. We are entitled to reject your application to use the online facility at our discretion, and we do not allow people below the age of 18 to use the online facility. We will not be responsible for any loss or damage incurred while using the online facility.

In relation to the access code, you acknowledge and undertake that:

a. the access code is confidential and you will be responsible for the confidentiality and use of your access code;

- b. other than with our prior written consent, you will not disclose your access code to persons other than your Authorized Representatives for any purpose;
 - c. you will ensure that your Authorized Representative maintains the confidentiality of the access code;
 - d. we may rely on all instructions, orders or other communications entered using your access code, and you will be bound by any transaction entered into or expense incurred on your behalf in reliance on such instructions, orders or other communications;
 - e. we have the right to request your identification documents. These include, but not limit to, proof of address, proof of ID and printed copies of the front and back of the credit card used in funding the access code;
 - f. you will immediately notify us if you become aware of the loss, theft or disclosure to any third party, or of any unauthorized use of your access code; and
 - g. you are responsible to us for, and you indemnify us against any losses arising from the unauthorized use of your access code or the trading account.
- We reserve the right to terminate your access to the Website at any time without notice.

4.Using the Website

The information in the Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. You may use the Website for lawful purposes only. Misuse of the GOLD FORTRESS Website, including without limitation, by introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful, or attacking the Website via a denial-of-service is strictly prohibited. In particular, you must not access without authority, interfere with, damage or disrupt: the website or any part of it; any equipment or network on which the Website is stored; any software used in connection with the

provision of the Website; or any equipment, software or website owned or used by a third party. GOLD FORTRESS reserves the right to suspend the operation of our website or any part of it.

5.Margin Requirements

Before accepting instructions from you, GOLD FORTRESS will require you to deposit sufficient collateral (the margin) for security purposes with GOLD FORTRESS, in respect to the positions to be opened on the Client Account.

CFDs or FX Contracts will be subject to Margin Requirements. Accordingly, you are responsible to meet all Margin Requirements required by GOLD FORTRESS. When you enter into a CFD with us and while that transaction remains open, you need to have sufficient usable margin in your account to satisfy the used margin amount for the relevant number of CFDs or FX contracts you hold. Otherwise, we may refuse any instruction from you until it is satisfied that sufficient Margin is or will be in place at the relevant time.

In addition, we reserve the right to determine the amount of Initial Margin that we deem are necessary to protect ourselves. We also reserve the right to modify at our discretion margin requirement of any FX Contract or CFD at any time, which, once established, may modifies your used margin and it applies to existing positions as well as new positions in your account.

6.Forced liquidation condition

If your margin level falls to "30%" , all positions will be triggered for liquidation or closing out by GOLD FORTRESS. When the margin level of your account is less than 30%, the system will automatically force liquidation and your account will be closed.

7.Charges and Fees

Arising out of the services GOLD FORTRESS provided, such fees and charges (including without limitation, Commission on CFDs executed, Margin adjustment, Rollover at GOLD FORTRESS' s rollover rates, Interest charges applied to debit balances in your account, Administration charges) may demand to pay. Commissions and charges may be changed from time to time without notice. All charges shall be paid by you as incurred, and you hereby authorize GOLD FORTRESS to withdraw the amount of any such charges from your account.

8.Risk Warning

The facilities and investment products we provide are only available to experienced investors with sufficient financial resources. The following statements are intended to make you aware of the potential risk and loss in respect to the trading on the financial markets. The capital value of your investments may fall and you may not earn any income from your investments. GOLD FORTRESS does not, nor do any of its directors, officers, agents or employees, guarantee the repayment of capital or the payment of income in respect of any investment made by GOLD FORTRESS on your behalf.

The investments may be subject to a number of risks including, but not limited to, market risk, liquidity risk, prices/rates, leverage risk, regulatory risk, company risk, systems risk, internet trading risk, weekend risk, default risk, force majeure risk, currency exchange risk. Your investments or any Contracts you buy may not be appropriate or fit for the purpose for which you purchased them. It is very important that you consider whether the investments are appropriate for you in light of your objectives, financial situation, risk profile or needs. If you have any doubts, you should seek independent advice prior to any investment decision.

9.Communication

Reports, statements, notices and any other communications will be transmitted to you electronically by posting to your online account or via e-mail to the e-mail address on the application you provided, or to other e-mail address you designate us to. You acknowledge that, in using the online facility:

- a. There may be delays in processing an order or instruction to amend or cancel a Transaction;
- b. You remain liable for the original Transaction until any relevant amendment or cancellation is accepted and effected by us;
- c. A Transaction may be wholly or partly completed before an instruction for its amendment or cancellation is processed;
- d. We reserve the interpretation of the validity or enforceability of any electronic communications between you and ourselves.

10. Market Data

With respect to any market data or other information that we or any third party service provider display on the Website, (a) such data is indicative only, and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider, and you are not permitted to retransmit, redistribute, publish, disclose or display, in whole or in part, such data or information to third parties except as may be required by any law or regulation.

11. Disclaimer of liability

The information and features of the Website (and all materials contained on it) are provided for informational purposes only and without any conditions, warranties and/or other terms of any kind. Use of any information or material on the website is at your sole risk.

To the maximum extent permitted by law, we will not be liable in any way for any direct, indirect or consequential loss or damage, or for any loss of revenue, profit, business, data, goodwill or anticipated savings suffered by you as a result of reliance on information or materials contained in our website.

We will endeavor to ensure that the website is accessible 24 hours a day, however, we will not be liable if, for any reason, the website is unavailable or suspended at any time or for any period, neither will we be liable for any difficulties in use, any defect in the website or any other problems you may experience which are beyond our control.

12. Force Majeure Events

We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (called "Force Majeure Event"). A Force Majeure Event shall include, but is not limited to, the following:

- a. any act, event or occurrence (including without limitation any strike, riot or civil commotion, hostilities, foreign intervention, governmental actions, natural disaster, Act of God, an interruption of power supply or electronic or communication equipment failure) which, in our opinion, prevents us from maintaining an orderly market in one or more of the investments in respect of which we ordinarily deal in Contracts;
- b. the suspension or closure of any market or the abandonment or failure of any event upon which we base, or to which we in any way relate our quote, or the imposition of limits or special or unusual terms on the trading in any such market or in any such event;
- c. any excessive activity that exceeds the contractual and / or underlying market limits or any anticipated (reasonably occurring) event.

Once we have identified an event as a Force Majeure Event, we may take one or more of the following steps in our absolute discretion without notice you:

- a. increase your deposit reserve;
- b. terminate any one or all of your contracts in a reasonable or appropriate situation;
- c. the termination or adjustment of these terms and conditions, the Force Majeure Event makes it impossible or impractical for us to comply with the terms and conditions;
- d. alter the last trading time due to particular terms;
- e. considering the benefit of you and us, the circumstances described above or not will be dealt as the case may be appropriately.

In the event of the above events, GOLD FORTRESS shall not be liable to you for any claims,

losses, damage, costs and expenses, including attorneys' fees, arising directly or indirectly out of such events.

13.Link

This site may contain links to websites offered by third parties (non-affiliates of GOLD FORTRESS). GOLD FORTRESS hereby disclaims liability for any information, material and products or services posted or offered at any of the third-party sites linked to this website. By creating a link to a third-party website, GOLD FORTRESS does not endorse or recommend any products or services offered or information contained on that website, nor is GOLD FORTRESS liable for any failure of products or services offered or advertised on those sites. Such third party may have a privacy policy different from that of GOLD FORTRESS.

PLEASE READ ALL OF THE FOREGOING TERMS AND CONDITONS CAREFULLY AND COMPLETE THE CUSTOMER APPLICATIONS BEFORE OPEN AN INDIVIDUAL/CORPORATE TRADING ACCOUNT. By 'checking the box' during the Live Account Opening procedure, you consent to these terms and conditions,



and understand the Disclaimer 、 Privacy Policy and Terms and Conditions of GOLD FORTRESS. Please make sure that you agree all of the provisions contained therein.