



FINANCIAL SERVICES GUIDE

金融服务指引

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FINANCIAL SERVICES GUIDE 金融服务指引

PURPOSE OF THIS FINANCIAL SERVICES GUIDE 本金融服务指引主旨

This Financial Services Guide (“FSG”) is issued by FXCM Australia Pty. Limited (“FXCM”). FXCM is a company incorporated in Australia [ACN 121 934 432]. FXCM holds an Australian Financial Services Licence [AFSL 309763] issued by the Australian Securities and Investments Commission (“ASIC”). The purpose of this FSG is to provide you with key information about the type of financial services that FXCM offers to ensure that you receive the information to assist you in making an informed decision about whether you wish to use the financial services that are offered by FXCM.

本金融服务指引（FSG）由 FXCM Australia Pty. Limited（“FXCM”或“福汇”）发布。FXCM 于澳大利亚注册成立 [ACN 编号: 121 934 432]。FXCM 持有澳大利亚证券及投资事务监察委员会(Australian Securities and Investments Commission, 简称 ASIC)颁发的编号为 309763 的澳洲金融服务执照 (Australian Financial Services Licence, 简称 AFSL)。本 FSG 旨在为您提供 FXCM 提供的金融服务类型的重要信息，以确保阁下获得该信息，从而帮助阁下在知情的情况下决定是否希望使用 FXCM 提供的金融服务。

CONTENT OF THIS FSG 本金融服务指引内容

The FXCM FSG contains important information about:

本 FXCM 金融服务指引包括以下内容的重要信息：

- What is FXCM Australia Pty. Limited;
 - Who FXCM Acts For;
 - FXCM Contact Information;
 - Financial Services & Products FXCM is Authorised to Provide;
 - Nature of Advice
 - How to Instruct FXCM;
 - Why Choose FXCM;
 - Remuneration;
 - Associations; and
 - Dispute Resolution
-
- 什么是 FXCM Australia Pty. Limited ?
 - FXCM 的角色 ?
 - FXCM 联络信息
 - FXCM 受权提供的金融服务及产品
 - 建议的性质
 - 如何向 FXCM 发出指示
 - 为何选择 FXCM
 - 报酬
 - 关联
 - 争议解决方法

For further detailed information about FXCM services and products please contact FXCM via email support@fxcm.com.au or the contact information provided below.

如需获得更多 FXCM 提供的服务及产品详情，请电邮至 support@fxcm.com.au 或通过以下提供的联络方式联系福汇。

Additional Documents - Product Disclosure Statement (“PDS”) and Terms of Business

额外文件 - 产品披露声明 (PDS) 和业务条款

Before you can open an account with us to trade FXCM products you must review and understand the FXCM PDS, Terms of Business, and this FSG (“FXCM Documents”). The PDS is provided to assist you in making an informed decision about all FXCM products. The PDS contains information about FXCM products, including risks and benefits, costs, fees and charges, how to trade in FXCM products, significant characteristics and features of FXCM products and tax considerations. The FXCM Documents are available on our website www.forextrading.com.au or can be obtained by contacting us.

与我们开立账户并开始交易 FXCM 提供的产品前，阁下必须阅读及明白 FXCM 的产品披露声明，业务条款和此金融服务指引（统称“FXCM 文件”）。产品披露声明是为了帮您在知情的情况下做出有关 FXCM 产品的决定。产品披露声明包含了 FXCM 产品的信息，包括风险及优势，成本，费用和收费，如何交易 FXCM 产品，FXCM 产品的重要特性及特点和税负考虑。您可通过我们的网站 www.forextrading.com.au 或通过联络我们获得 FXCM 文件。

The FXCM Documents are important documents and should be read in their entirety in deciding whether to acquire or to continue to hold FXCM products. You should keep this FSG, the PDS and the Terms of Business, all other documents provided to you by FXCM and any updated information that is provided to you (“FXCM Documents”), for future reference.

FXCM 文件至关重要，在决定是否买卖或是否继续买卖 FXCM 产品前，阁下应该阅读完所有的文件。您可以保留此金融财务指引，产品披露声明和业务条款及 FXCM 提供予您的其他文件和任何数据更新（统称“FXCM 文件”），以供日后参考。

What is FXCM Australia Pty. Limited?

FXCM Australia Pty. Limited 是什么？

FXCM is a financial services company that is authorised to provide financial services in derivatives and foreign exchange contracts to retail and wholesale clients. FXCM provides its clients with direct access to various electronic trading platforms such as Trading Station II and MetaTrader 4 to enable them to buy and sell Foreign Exchange Contracts (FX Contracts) and Contracts for Differences (CFDs).

FXCM 是一家金融服务机构，授权向零售及机构客户提供衍生工具及外汇合约金融服务。FXCM 让客户能够直接使用多种交易平台，如交易平台 II 及 MetaTrader 4，以使得客户能够买卖外汇合约和差价合约产品（CFDs）。

Who FXCM Acts For

FXCM 的角色

FXCM may act as a market maker and the issuer of over-the-counter FX Contracts and CFDs. FXCM does not act as your agent or broker in relation to transactions of FXCM products. FXCM may act as a principal, on its own behalf, when it provides financial services to you.

FXCM 可能担任柜台交易的外汇合约和差价合约产品的市场作价者和发行商。FXCM 并不就 FXCM 产品的交易担任阁下的代理商或经纪商。FXCM 可能作为主事人代表其自身为阁下提供金融服务。

FXCM Australia Pty. Limited Contact Information

FXCM Australia Pty. Limited 的联络信息

You can contact us 24 hours a day, 7 days a week by
您可以一星期七天，一天 24 小时通过以下方式联络我们：

- calling us on 1800 109 751
致电 1800 109 751
- emailing us at support@fxcm.com.au
电邮至 support@fxcm.com.au
- faxing us on 1800 195 619; or
传真至 1800 195 619; 或
- writing to us at:
FXCM Australia Pty. Limited
Suite 1402, Level 14
383 Kent Street
Sydney, NSW 2000
写信至：
FXCM Australia Pty. Limited

Suite 1402, Level 14
383 Kent Street
Sydney, NSW 2000

AU Free Call: 1800 109 751
NZ Free Call: 0800 450 331
澳洲免费电话：1800 109 751
新西兰免费电话：0800 450 331

Financial Services & Products FXCM is Authorised to Provide **FXCM 受权提供的金融服务及产品**

FXCM holds an Australian Financial Services License (Number 309763) which authorises us to provide the following financial services to retail and wholesale clients:

FXCM 持有澳洲金融服务执照 (AFSL 编号 309763)，受权向零售及机构客户提供以下金融服务：

- provide general product advice for the following classes of financial products:
 - a) derivatives; and
 - b) foreign exchange contracts,
- 就以下金融产品种类提供一般性建议
 - a) 衍生产品
 - b) 外汇合约产品
- deal in a financial product by issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:
 - a) derivatives; and
 - b) foreign exchange contracts,
- 通过发行，申请，购买，改变或卖出以下种类的金融产品进行金融产品交易
 - a) 衍生产品
 - b) 外汇合约产品
- make a market for the following classes of financial products:
 - a) derivatives; and
 - b) foreign exchange contract,
- 就以下金融产品种类作市
 - a) 衍生产品
 - b) 外汇合约产品

Nature of Advice **建议的性质**

FXCM provides general financial product advice only. General advice does NOT take into account your objectives, financial situation or needs. Therefore, you should, before acting on our general advice, consider the appropriateness of the advice, having regard to your objectives, financial situation and needs. You should also consider our PDS before making any decisions about whether to use our products.

FXCM 仅提供金融产品的一般性建议。一般性建议并无考虑阁下的投资目标，财务状况或需要。因此，在根据我们的建议行事前，您应该根据阁下的投资目标，财务状况或需要考虑该建议的适合性。在决定是否买卖我们的产品前，您应仔细考虑我们的产品披露声明。

Under the law governing financial services, general advice has a defined meaning which may be different to what you understand or expect general advice to mean. In the context of the provision of financial services, general advice can include information about FXCM products and the underlying markets and FXCM's opinions about, or outlook for, FXCM products or the underlying markets. Any information you have requested about FXCM products and the markets, or have discussed with a FXCM employee should only be regarded as general advice. Market updates, research reports, website content etc. are examples of the general advice we may provide.

根据规管金融服务的法律，一般性建议的定义意义可能与阁下理解或预期的一般性建议的意义不同。在金融服务条款中，一般性建议能包括关于 FXCM 的产品和基础金融市场的信息及 FXCM 就 FXCM 的产品和基础金融市场的观点和展望。任何您要求的关于 FXCM 的产品和市场的信息，或您于 FXCM 员工讨论的内容仅能够被视为一般性建议。市场行情，研究报告，网站内容等都是我们可能提供的一般性建议的例子。

Accordingly we make no warranties or guarantees that the content of the advice is suitable for your individual situation. You should read and consider the relevant PDS and consider seeking independent advice before making any decisions about FXCM products and/or using the services offered by FXCM.

相应的，我们不能保证或担保一般性建议的内容适合您的个别情况。在决定买卖 FXCM 提供的产品和/或享用 FXCM 提供的服务前，阁下应仔细阅读和考虑相关的产品披露声明，并考虑寻求独立意见。

You should obtain professional financial advice based on your own particular circumstances before making an investment decision on the basis of the general advice provided by FXCM.

在根据 FXCM 的一般性建议决定作出投资前，您应根据阁下个人的特别情况获取专业的金融建议。

How to Instruct FXCM

如何向 FXCM 发送指示

You may place orders to deal in FX contracts and CFDs by using electronic dealing platforms such as Trading Station II and/or MetaTrader 4 .

您可以通过多种电子交易平台建立外汇合约及差价合约的交易单据，如交易平台 II 及/或 MetaTrader 4 。

FXCM also offers you the option of placing trades over the phone with our Dealers for certain platforms. The opening hours for the trading desk are listed on www.forextrading.com.au.

您亦可选择就特定平台通过电话联系我们的交易室建立指令。交易室开放时间请查看 www.forextrading.com.au。

Whenever you execute a transaction on your account a confirmation or statement will be sent to you. This documentation is provided online and you can access your accounts at any time to view your transactions and account balances. You must review any confirmation or statement we send to you immediately upon receipt to ensure its accuracy and to report any discrepancies to us.

每当您就交易账户执行一项交易，我们就会向您发送一封确认书或报表。该文件为在线提供，您可以在任何时候登录账号以查看您的交易及账户余额。一旦收到我们向您发送的确认书或报表，您必须立即查看以确保该确认书或报表的正确性，如有差异，应立即通知福汇。

Why Choose FXCM?

为何选择 FXCM ?

FXCM offers various trading platforms including but not limited to Trading Station II and MetaTrader 4 (collectively "FXCM Trading Stations") FXCM Trading Stations are easy to use foreign exchange trading stations designed to provide clients with comprehensive market information and a high level of execution. The PDS provides more detailed information about the FXCM Trading Stations.

FXCM 提供多种交易平台，包括但不限于交易平台 II 和 MetaTrader 4（统称“福汇交易平台”）。福汇交易平台易于操作。外汇交易平台为客户提供广泛的市场信息及高水平的交易执行。产品披露声明提供更多有关福汇交易平台的详细信息。

FXCM offers two execution types, our acclaimed No Dealing Desk forex execution and Dealing Desk execution. Different spread and trading risks applies depending on the execution type. For more information on the execution types please consult our website and PDS.

福汇提供两种交易执行模式，包括我们备受欢迎的无交易员平台外汇执行模式和交易员平台外汇执行模式。买卖差价和交易风险根据执行模式不同而不同。更多有关执行模式类型的详情，请查看我们的网站和产品披露声明。

Remuneration (fees and charges)
报酬（费用和收费）

Trading Platform/Account Type 交易平台/账户类别	Spreads 买卖差价	Rollover Fees 过夜利息	Referring Broker/3 rd party Rebates 经纪商/第三方回扣	FX commission/mark-up 外汇佣金/标高点子 (If applicable)如适用	Administrative Fees 行政费用	Conversion Fees 兑换费用
Trading Station II (Standard Account) 交易平台 II (标准账户)	Applicable-Varies according to currency pair and trading station 适用 - 根据货币对和交易平台的不同而不同	Applicable 适用	If applicable, generally 0.2-5 Pips or 50% of the applicable commission 如适用, 一般为 0.2-5 个点或为适用佣金的50%	If applicable, commission is listed per 100k lot per side and pro-rated accordingly. See standard commission rates table in PDS. 如适用, 佣金按每手 100K 单边比例收取。佣金比例标准可参见产品披露声明 For markup pricing model, FXCM would add a markup to the spreads it receives from its liquidity provider. For further details of our spreads, please refer to our website. 于标高点子定价模式下, FXCM 从流通量提供者获得可成交价, 标高点子后, 于交易时间显示在 FXCM 的交易平台上。请参阅我们的网站了解更多平均买卖差价的详情	Applicable- according to the currency denominated account and residence of Client 适用 - 根据货币结算账户和客户所在地不同而不同	Applicable 适用

MetaTrader 4	<p>Applicable-Varies according to currency pair and trading station 适用 - 根据货币对和交易平台的不同而不同</p>	<p>Applicable 适用</p>	<p>If applicable, generally 0.2-5 Pips or 50% of the applicable commission 如适用, 一般为 0.2-5 个点或为适用佣金的50%</p>	<p>If applicable, commission is listed per 100k lot per side and pro-rated accordingly. See standard commission rates table in PDS. 如适用,佣金按每手100K单边比例收取。佣金比例标准可参见产品披露声明</p> <p>For markup pricing model, FXCM would add a markup to the spreads it receives from its liquidity provider. For further details of our spreads, please refer to our website. 于标高点子定价模式下, FXCM 从流动性提供者获得可成交价, 标高点子后, 于交易时间显示在 FXCM 的交易平台上。请参阅我们的网站了解更多平均买卖差价的详情</p>	<p>Applicable- according to the currency denominated account and residence of Client 适用 - 根据货币结算账户和客户所在地不同而不同</p>	<p>Applicable 适用</p>
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For more detailed information on FXCM Trading Stations, refer to PDS Part 2

更多关于福汇交易平台的详情，请参阅产品披露声明 第二部分

Spreads

买卖差价

Generally, for FX, FXCM earns its income from markup to the spread or the commission charged per 100k trade (per side). In certain circumstances, Client may be subject to a markup, separate commission rates and/or a separate rate card due to the relationship with a third party (including but not limited to some referring brokers). The term ‘spread’ refers to the difference between the best bid and best offer rates at which you buy and sell the financial instruments.

一般而言，对于外汇，福汇通过对标高点子或每 100K 交易量（单边）收取佣金获取利益。在某些情况下，由于客户与第三方的关系（包括但不限于一些经纪商），客户可能会适用于标高点子，单独的佣金率和/或单独的价格及收费表。上述“买卖差价”是指您在买入和卖出金融工具时最佳买入价格和最佳卖出价格之间的差价。

Rebates and Commissions to Referring Brokers/third parties

经纪商或第三方的回扣和佣金

FXCM may compensate Referring Brokers/third parties for introducing clients to FXCM and that such compensation may be on a per-trade basis or any other method upon FXCM’s discretion.

Such compensation will be taken out of Client’s commission payment for FX and will be taken out of FXCM’s mark-up for other products. For CFDs, generally, FXCM’s compensation to Referring Brokers for introducing clients ranges from approximately 0.25 pips to 5 pips per round turn trade. For FX, commission paid to referring brokers will generally be 50% of the applicable commission (see commission rates detailed in the FX PDS).

福汇会向介绍客户到福汇的经纪商或第三方支付报酬，及此类报酬可能以每笔交易或福汇酌情决定的其他方式计算。

此类报酬将从客户支付的外汇佣金及福汇其他产品的标高点子中扣除。对于差价合同，一般而言，福汇向介绍客户到福汇的经纪商支付的报酬接近每笔来回交易 0.25-5 个点。对于外汇，向经纪商支付的佣金一般为适用佣金的 50%（佣金比率详情可参见外汇产品披露声明）。

(For more detailed information on pips, please refer to the Product Disclosure Statement, in the section “Pip Cost”.)

（有关于点子的更多信息，请参阅产品披露声明之“点值”部分。）

All clients will be asked to agree to rebates/commissions charges prior to any such rebates/commissions being charged, via an acknowledgement form.

所有客户在被收取回扣或佣金之前都会被要求通过确认书的形式同意该回扣或佣金的收取。

Where you enter into a transaction you will be required to pay an initial margin. You may also be required to pay additional margin in the event of adverse market movements against your position(s). Such payments are not fees or costs but are funds required by FXCM to cover our risk and as security for the client’s obligations.

当您进入一笔交易时您将被要求支付一笔初始保证金。在市场走势对您的仓位不利的情况下，您也可能被要求支付额外的保证金。此等支付并非一项收费或交易成本，而是福汇为了避免福汇不承受风险及为了履行对客户的义务的保证。

Rollover Fees

过夜利息费

You will also be charged a “rollover” fee for holding FX Contracts and CFDs overnight. These fees vary from day to day.

过夜持有外汇合同或差价合同时，您将会被收取过夜利息费。这项费用每天各不相同。

CFD Rollover - Metals Trading

差价合约产品之过夜利息 – 金属交易

All open metal positions are rolled to the next trading day. Depending on whether you are long (Buy) or Short (Sell), you will either be debited or credited rollover interest on a daily basis. Details of FXCM’s rollover rates (rolls) are detailed on the trade station in a transparent manner. Please note that at all open positions at the close of business on Thursday at 8.00 AEST incur a 3 day rollover debit/credit, and bank holidays will affect the number of days that a position is rolled forward. Furthermore, the rollover detailed on Trading Station is for 1 ounce of gold or silver and not the minimum trade size.

所有未平仓金属持仓都会转仓至下一个交易日。视乎阁下持有长仓（买入）或持有短仓（卖出）而定，每日您会被扣除或存入过夜利息。FXCM 的过夜利息详情都详细透明地显示于交易平台。请注意，在澳洲东部时间周四 8:00 营业时间结束时所有开仓部位均会产生连续 3 日的正数/负数过夜利息，银行假期将会影响持仓转仓的日数。此外，福汇交易平台所载列的过夜利息为 1 盎司黄金或白银的过夜利息，而非最小交易单位的过夜利息。

Copper is the only metal which is not subject to rollover interest.
铜是唯一不计算过夜利息的金属

CFD Rollover - Energy Trading

差价合约产品之过夜利息 – 能源交易

Since the US Oil, UK Oil, and NGAS products that FXCM offers are in fact a forward product, no overnight credits/debits or dividends are applicable.

由于 FXCM 提供的 US Oil, UK Oil 和 NGAS 事实上都为远期产品，因此正数/负数过夜利息或股息并不适用。

CFD Rollover - Indices

差价合约之过夜利息- 指数

Financing costs (Cost of carry) and dividends make up the overnight credits/debits. The value of these two variables are independent of one another; the overall credit/debit that is credited/debited will depend on the size of the open trade.

融资成本（持仓成本）和股息构成正数/负数过夜利息。这两个变量的数值是独立的。适用于您的账户的整体正数/负数金额将会视乎未平仓的交易规模而言。

Interest rates are a factor in any market. FXCM's daily interest debit or credit amounts (herein, "rollover") are based on the total face value the position. Our rollover rates are calculated by referencing the relevant LIBOR for all index products. Each day, the rollover amounts per lot are shown transparently in the simple dealing rates window.

利率是任何一个市场的因素之一。福汇根据持仓总面值计算每日扣除或存入的利息金额(以下统称为「过夜利息」)。过夜利息利率参考所有指数产品的相关伦敦银行同业拆息(LIBOR)计算得出。简易报价窗口以具透明度的方式显示每日每手的过夜利息金额。

Administrative Fees

行政费用

With respect to Telegraphic Transfers or Wire Fees, FXCM does not charge a fee in order to setup your Account or to deposit funds. However, FXCM will charge an administrative charge in order to withdraw funds from your Account. Wire request fees are as follows: 关于电汇或汇款费用，福汇不会就阁下开立账户或存款收取费用。然而福汇会因阁下单户的提款收取行政费用。电汇提款手续费如下表所示：

CCY 货币	Domestic* Payments 境内	International Payments 境外
USD 美元	25	40
NZD 纽元	15	30
AUD 澳元	15	30
EUR 欧元	0	30
GBP 英镑	15	30
JPY 日元	0	3,000

*Domestic wire fees apply when the client's beneficiary bank is located in Australia.

境内电汇提款手续费适用于收款银行位于澳大利亚的客户。

You will be charged a dormancy account administrative fee (the "Fee") every calendar year if there is no client-initiated activity in the 12 months preceding the charge date. This fee will be equal to the lesser of 50.00 units of the currency in which your account is denominated or the remaining balance in your account, with the exception of accounts denominated in JPY, which will be charged JPY 5,000. If you are assessed the Fee, and your account balance becomes zero (0) and maintains the zero (0) balance for six (6) consecutive months, your account will automatically be closed.

若阁下的交易账户在付费日前十二（12）个月并无客户活动，阁下将被收取不动账户行政费用（简称“费用”）。该费用等于 50.00 个客户账户货币单位（若为日元账户，则为 5,000）或客户账户的剩余余额，以金额较少者为准。如阁下被评为需支付该费用，而账户余额变为零（0）且在接下来的六个月里维持为零（0）时，账户将会被自动取消。

Conversion Fees

兑换费用

Any administrative conversions will be made at the bank rate or at the prevailing spot rate shown on the FXCM Trading Stations when the transaction is completed by FXCM. The following markup will apply. The pip charge will be determined by the amount converted (USD equivalent).

任何行政兑换会以银行汇率或与福汇完成交易时福汇交易平台显示的实时汇率为准。将会按下表收取标高点子。标高点子的收取将会取决于被兑换的金额（以美元等值计算）。

Range 被兑换的金额范围	Pip Charge (markup) 标高点子
\$0 – 9,999.99 USD 0 - 9,999.99 美元	150
\$10,000 to \$49,999 USD 10,000 - 49,999 美元	100
\$50,000 to \$100,000 USD 50,000 - 100,000 美元	50
\$100,000+ USD 100,000 美元以上	10

FXCM reserves the right, in its sole discretion, to refuse to process any conversion requests.
福汇保留拒绝任何外汇兑换申请的绝对酌情权。

Credit Card Fees 信用卡费用

FXCM does not charge a fee for credit card deposit or withdrawal transactions.
福汇不就信用卡入金或出金的交易收取费用。

FXCM Mobile TS II Trading System Fees FXCM 移动交易平台 II 费用

You may be charged a fee in lieu of paying/receiving interest for position held open past the close of business day (“rollover”). The “Fee” is either a markup to the spread or a commission charge in the instance of select platform types, as determined and notified by FXCM, which may increase or decrease in its sole discretion.

您可能被收取一定的费用，以代替当交易日结束时仍持有开仓部位而支付或收取的利息(过夜利息)。这个“费用”是基于于买卖差价的标高点子或作为所选平台类型的佣金收费，由福汇决定并通知您，且由福汇全权决定可能增加或减少该费用。

GST and other taxes 消费税及其他税费

You are responsible for any stamp duty, transaction duty, GST or similar goods and services or value added tax payable in respect of services provided to you or any transaction made.

您有责任为提供给您的服务或任何产生的交易缴纳任何印花税，交易税，消费税或相似货物和服务或增值的应缴销售税。

Fees referred to in this FSG are generally exclusive of GST unless expressly stated.
除非另有明确说明，本金融服务指引提及的费用一般不包括消费税。

Remuneration and benefits of FXCM Employees and Directors

福汇员工及董事的报酬和福利

Our employees and directors are remunerated by way of salary and other employee benefits. They may also be eligible for a discretionary bonus which is based on achievement of predetermined business objectives such as:

福汇的员工和董事通过工资或其他员工福利的方式来获得报酬。基于预定工作目标的完成，他们可能有资格获得年终奖例如：

- meeting or exceeding standards of excellence in client service;
- 达到或超过卓越客户服务；
- the level of revenue they generate; and
- 产生的收益水平；及
- reaching individual sales portfolio targets.
- 达到个人销售组合的目标。

You may request particulars of the remuneration or other benefits. However, that request must be made within a reasonable time after you receive this FSG and before any financial service identified in this FSG is provided to you.

您可以要求特定的报酬或其他福利。然而，这个请求必须在您收到金融服务指引后、且在此金融服务指引所提及的任何金融服务提供予阁下之前的合理的时间内提出。

A full description of the amounts we charge and when they will be charged can be found in our PDS and the Terms of Business.

关于福汇收费金额的详情与收费的时间、请查阅产品披露声明和业务条款。

Associations

关联

We do not have any relationships or associations with other financial product issuers which might reasonably be expected to be capable of influencing us in providing financial services to you.

我们与其他金融产品发行人没有任何关系或关联，该等关系或关系可能会影响我们为您提供金融的服务。

Dispute Resolution

争议解决方法

This Dispute Resolution Policy explains how FXCM handles disputes with clients, both internally and externally.

争议解决政策阐明了福汇如何处理与客户之间的争议，包括内部与外部。

Internal complaints handling system

内部投诉处理机制

- (i) Upon receipt of a complaint from Client, the FXCM employee that receives the complaint will attempt to resolve the issue. If the complaint cannot be resolved at the first point of contact or after reasonable investigation and discussion with Client, the matter will be referred to a senior member of the relevant FXCM division. If Client is dissatisfied with the outcome, Client will be requested to provide: (a) written notice specifying the nature of the complaint, the desired outcome and what action Client thinks will settle the complaint; and (b) all relevant material to support the complaint.

当收到客户的投诉时，接受到客户投诉的福汇职员将会试图解决该问题。如果在第一阶段通过联系客户或在合理的调查及与客户讨论之后，争议仍不能被解决，那么问题将会被提交至福汇相关部门的高级职员。如果客户就该投诉结果不满意，那么客户将会被要求提供：(a) 以书面通知阐明投诉的性质，所需结果以及需采取什么行动才能解决这一投诉；及(b) 所有可以支持这个投诉的相关材料

- (ii) Complaints should be addressed to the Complaints Officer and sent to FXCM. Upon receipt of written notice (“Lodgment Date”), FXCM’s Compliance Department will: (a) within 5 days of the Lodgment Date, provide a written acknowledgment of receipt and an indication of the time-frame in which FXCM will respond to the complaint; (b) consider and investigate the circumstances surrounding the complaint; (c) advise Client of the criteria and processes applied by FXCM in dealing with complaints; (d) upon request, provide Client with any relevant, non-confidential, material relating to the complaint; and (e) communicate directly with Client, with a view to resolving the complaint in a fair and timely manner.

投诉应写给投诉主任并发送至 FXCM。当收到书面通知时（“抵达时间”），FXCM 的合规部将：(a) 在五个工作日内（抵达时间），提供一份书面收件通知及列明 FXCM 回复投诉的期限；(b) 考虑并调查有关投诉事件的情形；(c) 向客户通知适用于 FXCM 处理投诉的标准及程序；(d) 根据客户要求，为客户提供任何有关的、非机密的和有关投诉的材料；及(e) 为以公正和及时的方式解决投诉，FXCM 将直接与客户交流。

- (iii) No later than 45 days following the Lodgement Date, the Compliance Department must: (a) notify Client in writing of the decision in relation to the complaint and include the words "Final Response" in the subject line; (b) provide Client with written reasons for the decision; (c) outline to Client the remedies, if any, available to Client; and (d) advise Client of any further avenues for complaint and the time frames involved in those avenues. Where Client has redress (financial or otherwise), FXCM will promptly provide Client with information regarding that redress. If the complaint is not resolved within 45 days following the Lodgement Date, the Complaints Officer will inform Client of the reasons for the delay.

从抵达时间算起不会迟于 45 天，FXCM 合规部一定：(a) 将以书面形式通知客户有关于投诉的决定及在主题栏中列明“最后回复”；(b) 为客户书面提供有关决定的原因；(c) 向客户概述有关补救措施（如有）；及 (d) 建议客户任何进一步的投诉方式及涉及该类投诉方式的时间期限。如客户获得任何调整（金融或其他），FXCM 将立即向客户提供有关该调整的信息。如 45 日内仍未解决该争议，投诉主任将告知客户争议延迟解决的原因。

- (iv) FXCM may in its discretion give any appropriate remedy to the complainant, including but not limited to any of the following:

福汇可能酌情决定给予有关投诉的任何适当补救措施，包括但不限于以下任何一条：

(a) information and explanation regarding the circumstances giving rise to the complaint;

(b) an apology; or

(c) compensation for loss incurred by the complainant.

(a) 有关引起投诉的情况的信息和解释

(b) 道歉；或

(c) 因投诉而产生损失的补偿

- (v) Client may contact the Client Services Department should Client require further information on how complaints are handled by FXCM internally.

如想要获得有关 FXCM 内部投诉处理机制的进一步信息，您可以联系客户服务部门。

External Dispute Resolution Process

外部争议解决程序

- (i) In the event that Client’s complaint is unable to be resolved by FXCM in accordance with its internal complaints handling system, Client may refer the complaint to the Financial Ombudsman Service (“FOS”) for determination in accordance with its rules, provided that the complaint falls within the rules of the FOS.

在客户的投诉并未能根据福汇内部投诉处理机制得到解决时，倘若该投诉符合金融服务申诉专员署规则范围，那么客户可将投诉送交金融服务申诉专员署（Financial Ombudsman Service）以根据其规则获得判定。

- (ii) Client may lodge a complaint with the FOS by sending the necessary documents and information to:

客户可以通过将必要的文件和数据寄送至金融服务申诉专员署提出投诉，收件地址如下：

Financial Ombudsman Service

GPO Box 3

Melbourne VIC 3001

(iii) Before FOS will deal with Client's complaint, Client must have first lodged a formal complaint with FXCM and given FXCM time to resolve the complaint.

在金融服务申诉专员署处理投诉之前，客户必须首先将正式的投诉寄送至福汇并且给予福汇一定的时间来解决投诉。

(iv) A determination from the FOS will be binding on FXCM only if the Client accepts the decision.

仅当客户接受来自金融服务申诉专员署的判定时，该判定才会对福汇具有约束力。

Compensation Arrangements

补偿安排

FXCM has professional indemnity ("PI") insurance arrangements in place which satisfies the requirements for compensation arrangements under section 912B of the Corporations Act. These arrangements are in place to compensate individuals who suffer loss or damage as a result of a breach of FXCM's obligations. Our PI insurance takes into account the nature and volume of our business, the number of clients and kind of clients we have, our representatives and the maximum potential extent of liability.

根据公司法第 912B 章取代并满足补偿安排的要求，福汇拥有专业责任赔偿("PI")保险安排。这些安排是为了补偿因违反福汇义务而导致个人遭受损失或伤害。我们的 PI 保险考虑到我们业务的性质和数量，我们拥有的客户的数量和种类，我们的营业代表及责任的最大潜在范围。

Our PI insurance also cover claims in relation to the conduct of representatives and employees who no longer work for us but who did at the time of the relevant conduct.

关于已经不再为福汇工作的代表和员工做出的行为，如其在做出该相关行为时于福汇任职，我们的 PI 保险也涉及其赔偿。

Privacy Policy

隐私政策

We value the privacy of your personal information. In general, we collect information about you to manage the client relationship we have with you and to ensure that we provide the product and services most appropriate to your needs.

我们重视您个人资料的隐私。一般而言，我们收集有关您的数据是为了管理我们与您之间的客户关系并确保我们所提供的产品和服务最适合您的需求。

In accordance with the Anti-Money Laundering and Counter-Terrorism Act 2006, FXCM has an obligation to collect information and verify the identity of its clients. This information is referred to as Know Your Client information or KYC information. FXCM will carry out its customer identification and verification procedures in accordance with the Privacy Act 1988 and Privacy Amendment (Enhancing Privacy Protection) Act 2012.

根据 2006 年反洗钱和反恐怖主义法案 (Anti-Money Laundering and Counter-Terrorism Act 2006)，FXCM 有收集客户资料并核实客户身份的义务。该数据被称为了解客户资料。FXCM 将按照 1988 年隐私法 (Privacy Act 1988) 履行客户身份识别和核实程序及隐私修订(增加隐私保护)法 2012 (Privacy Amendment (Enhancing Privacy Protection) Act 2012)进行客户身份识别及核实程序。

For a copy of FXCM's Privacy Policy please refer to the [Terms of Business](#).

有关福汇隐私政策，详情请参阅[业务条款](#)。