



**USER AGREEMENT**

用户协议



1.1. Client agreement, Regulation and Notice of risk determine conditions and procedure operations. The terminology used in documents can be found in a separate application.

1.1. 客户协议、规定和风险警告将决定相关条件和程序运作。文档中使用的术语可在个别应用程序中找到。

1.2. Agreement is made between OTM Trade, hereinafter referred to as Company, and an individual who opened an account in the Company, hereinafter referred to as Client.

1.2. 本协议是由奥美集团（OTM Trade，以下简称为“公司”）与在公司开立账户的个人（以下简称为“客户”）之间签订。

## 2. Opening account

### 2. 开立账户

2.1. To open an account Client must fill in registration form on Company Website: <https://www.otmtrade.com>

2.1. 若要开户，客户必须在公司网站上：<https://www.otmtrade.com> 填写注册表格。

2.2. Client accepts conditions of the Agreement, Regulation and Notice of risk.

2.2. 客户同意并接受本协议的条件、相关规定和风险警告。

2.3. Client adds money to account within thirty days from the moment of opening.

2.3. 客户从开户日起 30 天内必须在账户中增加资金。

2.4 The trading strategies are implemented directly on the accounts of the investors.

2.4 交易策略的实施直接取决于投资者的账户。

2.5 The investor shall retain full transparency and flexibility of the account.

2.5 投资者应保留账户的充分透明度和灵活性。

2.6 The initial deposit will only be utilized for fund management and self-trading is strictly prohibited.

2.6 初始存款只能用于基金管理，严禁自营交易。

2.7 The maximum drawdown allowance in the members account shall be 25% of its initial capital.

2.7 会员账户的最大回撤限额为其初始资本的 25%。

2.8 The profits will be paid by the share split agreed which is 60% being paid to the investors account and 40% to the fund manager.

2.8 利润将按约定的比例分配，60%支付给投资者账户，40%支付给基金经理。

## 3. Calculating procedure

### 3. 计算程序

3.1. US Dollar is the deposit currency; all adding and withdrawing operations are made in US Dollars (Refer to Company's peg rate on Funding/Withdrawal – <https://members.otmtrade.com>)

3.1. 美元是存款货币；所有增加资金和提款都是以美元为运作货币（请参考公司集资/提款的挂钩汇率，<https://members.otmtrade.com>）



3.2. Client has the right to control adding money to and withdrawing money from account.

3.2. 客户有权控制账户中增加的资金和提款。

3.3. Automatic adding is possible at any time.

3.3. 任何时候都可能自动增加资金。

3.4. Client is able to withdraw any commission payout in his account

3.4. 客户可以从他的账户中提取任何佣金支付。

3.5. Orders on adding and withdrawing money are accepted in working hours and their execution is realized in working hours of payment department. Special cases will be considered.

3.5. 在工作时间内接受增加资金和提款的订单，并在支付部门的工作时间内执行。特殊情况则另作考量。

3.6. If there is doubt that a Client has fulfilled clauses 4.7-4.8, Company can extend time of order consideration for 3-5 working days.

3.6. 如存有客户是否履行了第 4.7-4.8 项条款的疑问，公司可将订单的考量时间延长 3 至 5 个工作日。

3.7. Client incurs all losses connected with adding and withdrawing money to/from account.

3.7. 客户将承担对账户中增加资金/从账户提款的所有损失。

3.8. Company has a right not to convert money from one payment system in another one.

3.8. 公司有权利不将资金从某个支付系统转换至另一个支付系统。

#### 4. Privileges and responsibilities

##### 4. 权限和责任

4.1. Company can change this agreement by sending a letter of notification to the client.

4.1. 公司可通过向客户发送一封通知函来更动本协议。

4.2. Company can increase funding/withdrawal spread according to Regulation.

4.2. 公司可根据规定增加资金/提款价差。

4.3. Company doesn't take responsibility for Client's activity or inactivity. Information offered by Company is introductory in its nature; it expresses the author's opinion and doesn't contain orders for any commercial actions.

4.3. 公司不负责客户的活动或不活动。公司提供的信息为引导性质；它表达了作者的观点，并且不包含任何商业行为的命令。

4.4. Company is not responsible for dereliction of duties caused by failures in connection channels or Internet problems.

4.4. 公司对连接渠道或网络故障导致的失职一概不负责。

4.5. Client is responsible for the state of his account and security of his passwords.

4.5. 客户对其账户的状态和密码安全负责。



4.6. Client has the authority to sign this agreement, make requirements, give orders and meet corresponding commitments.

4.6. 客户有权签署本协议，提出要求，下达指令，以及履行相应的承诺。

4.7. Client confirms that all information given in registration form is true, precise and up-to-date.

4.7. 客户确认所有在注册表中提供的信息是真实的、准确的和最新的。

4.8. Client has a legal source of money.

4.8. 客户的资金为合法来源。

4.9. Actions carried out by Client according to the Agreement and Regulation do not break laws, regulations and other rules applied to Client or under Client's jurisdiction.

4.9. 客户根据本协议和规定执行的行动，不可违反适用于客户或客户管辖范围的法律、法规和其他规定。

4.10. Company can ask the Client for sending his identity document, also in electronic format.

4.10. 公司可以要求客户提交他的身份证明文件，这也包含了电子格式。

4.11. Company can block an account used by Client not for its intended purpose

4.11. 若客户的账户并非用于预定目的，公司可以停用该账户，

Administration of claims and disputes.

索赔和纠纷管理。

5.1. Claims for wrongly transferred funds to other client is not considered.

5.1. 将资金错误转移给其他客户的索赔将一概不受理。

5.2. Company doesn't repair moral damages.

5.2. 公司不承担精神损害方面的赔偿。

5.3. All claims are sent to [support@otmtrade.com](mailto:support@otmtrade.com)

5.3. 所有索赔必须发送至电邮：[support@otmtrade.com](mailto:support@otmtrade.com)

5.4. Term of the claim consideration is not more than 15 working days.

5.4. 索赔的考量期限不得超过 15 个工作日。

5.5. If a disputable situation is not described in Client agreement, Regulation or Notice of risk, Company can solve this problem in accordance with its working practice.

5.5. 若某争议情况并未在客户协议、规定或风险警告中描述，公司可根据其工作实践来解决相关问题。

