

Updated on 1 January 2024
2024 年 1 月 1 日更新

PRIVACY POLICY

隐私政策



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1. Introduction

介绍

- 1.1. The Client acknowledges and agrees that by opening a trading account and entering into a Client Agreement with AUS GLOBAL, the Client will be providing AUS GLOBAL 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 AUS GLOBAL in accordance with the Client Agreement and this Privacy Policy available on AUS GLOBAL's website.

客户承认并同意，通过开设交易账户并与 AUS GLOBAL 签订客户协议，客户将向 AUS GLOBAL 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 AUS GLOBAL 应根据客户协议和 AUS GLOBAL 网站上提供的隐私政策处理个人数据。

- 1.2. By accessing AUS GLOBAL's website, the Client undertakes that the Client has read, understood, and accepted the terms of the Privacy Policy. The Client's usage or continued usage of AUS GLOBAL's Services shall also be taken as the Client's consent to be legally bound by this Privacy Policy.

通过访问 AUS GLOBAL 的网站，客户承诺客户已阅读、理解并接受隐私政策的条款。客户使用或继续使用 AUS GLOBAL 服务也应视为客户同意受本隐私政策的法律约束。

- 1.3. The Client acknowledges that AUS GLOBAL reserves the right to amend or update this Privacy Policy at any time without prior notice to the Client. The amendments to the Privacy Policy shall become effective immediately and shall be legally binding on the Client upon publishing of the Privacy Policy on AUS GLOBAL's website. The Client undertakes to regularly review this Privacy Policy on the AUS GLOBAL's website.

客户承认 AUS GLOBAL 保留随时修改或更新本隐私政策的权利，恕不另行通知客户。隐私政策的修订应立即生效，并在 AUS GLOBAL 网站上发布隐私政策后对客户具有法律约束力。客户承诺定期查看 AUS GLOBAL 网站上的隐私政策。

- 1.4. The official language of this Privacy Policy shall be English. AUS GLOBAL may provide this Privacy Policy in other languages for information purposes only and in

the event of any inconsistency or discrepancy between the English version of this Privacy Policy and any other language version, the English version shall prevail.

本隐私政策的官方语言为英语。AUS GLOBAL 可能会以其他语言提供本隐私政策，仅供参考，如果本隐私政策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。

2. Definitions And Interpretations

定义和解释

2.1. Throughout this Privacy Policy, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

在本隐私政策中，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 AUS GLOBAL, including but not limited to trading account, cash account, financial derivatives account and electronic wallet.
“账户”是指客户在 AUS GLOBAL 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. "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.
相关金融交易市场的规则；
 - 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）。
- C. "Client" means an individual of full age and capacity or a legal entity.
“客户”是指具有完全年龄和行为能力的个人或法人实体；
- D. "AUS GLOBAL" means any one of the following entities, as may be:
“AUS GLOBAL”是指以下任何一种实体，如适用：

- i. AUS GLOBAL FINANCIAL (AU) PTY. LTD., Commonwealth of Australia. AUS GLOBAL FINANCIAL (AU) PTY. LTD. holds an Australian financial services license, authorized, and regulated by the Australian Securities and Investments Commission, and the regulatory number is 427848.
AUS GLOBAL FINANCIAL (AU) PTY. LTD., 澳大利亚联邦。AUS GLOBAL FINANCIAL (AU) PTY. LTD. 持有澳大利亚金融服务牌照，受澳大利亚证券与投资委员会 (AU ASIC) 授权和监管，监管编号为 427848。
 - ii. AUS Global MU Limited, Republic of Mauritius. AUS Global MU Limited is a licensed financial dealer, authorized and regulated by the Mauritius Financial Services Commission (MU FSC), and the regulatory number is GB23201412.
AUS Global MU Limited, 毛里求斯共和国。AUS Global MU Limited 是一家持牌金融交易商，受毛里求斯金融服务委员会 (MU FSC) 授权和监管，监管编号为 GB23201412。
 - iii. AUS Global ZA Pty Ltd ,Republic of South Africa. AUS Global ZA Pty Ltd is a licensed securities dealer authorized and regulated by The Financial Sector Conduct Authority (FSCA) with regulatory number 52171.
AUS Global ZA Pty Ltd, 南非共和国。AUS GLOBAL ZA Pty Ltd 是一家由南非金融部门行为监管局 (FSCA) 授权和监管的持牌投资交易商，监管号码为 52171。
 - iv. AUS Markets Limited, Saint Vincent and the Grenadines . AUS Markets Limited is a licensed securities dealer authorized and regulated by The Financial Services Authority – St. Vincent & the Grenadines(SVGFS) with regulatory number 1668.
AUS Markets Limited, 圣文森特和格林纳丁斯。AUS Markets Limited 是一家由圣文森特和格林纳丁斯金融服务管理局(SVGFS)授权和监管的持牌投资交易商，监管号码为 1668。
- E. “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;
- F. “Personal Data” means personal data within the meaning of EU General Data Protection Regulation 2016/679.
“个人数据”是指欧盟通用数据保护条例 2016/679 所指的个人信息;
- G. “Relevant Regulatory Authorities” means the relevant regulatory authority which may be applicable to AUS GLOBAL'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 Cyprus Securities and Exchange Commission, the Mauritius Financial Services Commission etc.

“相关监管机构”是指可能适用于 AUS GLOBAL 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、塞浦路斯证券交易委员会、毛里求斯金融服务委员会等。

H. “Services” means the dealing services provided by AUS GLOBAL to the Client within the Trading Platform.

“服务”是指 AUS GLOBAL 在交易平台内向客户提供的交易服务；

I. “Trading Platform” means AUS GLOBAL's electronic trading platform facility:

“交易平台”是指 AUS GLOBAL 的电子交易平台设施；

i. “Transaction” or “Transactions” means: the opening or closing of trades, orders, or positions.

“交易”是指：交易、订单或头寸的开仓或平仓；

ii. deposits, withdrawals, internal fund transfer and all other fund movement activities, whether by AUS GLOBAL or the Client, in accordance with the terms of this Agreement.

存款、取款、内部资金转账和所有其他资金流动活动，根据本协议的条款，无论是 AUS GLOBAL 还是客户。

2.2. The headings to the clauses and sections in this Privacy Policy are for the purposes of reference only and shall be ignored when construing the meaning of any provision of this Privacy Policy.

本隐私政策中条款和部分的标题仅供参考，在解释本隐私政策任何条款的含义时应忽略。

2.3. The meanings of words and expressions that were not defined in this Policy shall follow the definitions described in the Client Agreement.

本政策中未定义的词语和表达的含义应遵循客户协议中的定义。

3. Personal Data Collected

收集的个人数据

3.1. If the Client is a potential customer, Personal Data collected by AUS GLOBAL includes but not limited to the following:

如果客户是潜在客户，AUS GLOBAL 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 your assets and liabilities, account balances, trading statements, tax and financial statements.
有关客户收入和财富的信息，包括有关您的资产和负债、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.
客户对服务的使用，包括但不限于客户访问过的页面；
- 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。

3.2. AUS GLOBAL also uses cookies on our websites to customize the information and experience displayed on our website according to the Client's preferences.
Cookies are small bits of data stored on a web browser when you visit a website for the first time. If you visit that website again in the future, the storage of cookies on your browser enables the website to remember how you browsed through it the first time.

AUS GLOBAL 使用我们网站上的 cookie 来根据客户的偏好定制我们网站上显示的信息和体验。Cookie 是您第一次访问网站时存储在网络浏览器上的少量数据。如果您以后再次访问该网站，您浏览器上存储的 cookie 使该网站能够记住您第一次浏览该网站的方式。

4. Purpose of Personal Data Collected

收集个人资料的目的

4.1. The Client consents and allows AUS GLOBAL in processing the Personal Data:

客户同意并允许 AUS GLOBAL 处理个人数据：

- A. to perform AUS GLOBAL's contractual obligations under the Client Agreement.
根据客户协议履行 AUS GLOBAL 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 Counter-Terrorism Financing Policy available on AUS GLOBAL's website or other legal and regulatory compliance.
根据 AUS GLOBAL 网站上提供的反洗钱和反恐融资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”) 文件记录；
- 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 meets the suitability requirements needed to use AUS GLOBAL's Services.
确保客户满足使用 AUS GLOBAL 服务所需的适用性要求；
- F. to manage the Client's Account.
管理客户的账户；
- G. in providing suitable marketing materials or Material to the Client.
向客户提供合适的营销材料或材料。

5. Disclosure of Personal Data

个人数据的披露

5.1. AUS GLOBAL may share the Personal Data to third parties:

AUS GLOBAL 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. if it is necessary to perform AUS GLOBAL's obligation under the Client Agreement, including but not limited to AUS GLOBAL's associates or related companies.
如果需要履行 AUS GLOBAL 在客户协议项下的义务, 包括但不限于 AUS GLOBAL 的关联方或相关公司;
- E. to data processes who are third parties who AUS GLOBAL may engage to process personal data on our behalf including but not limited to archival storage, data entry service providers, computer backup services, and disaster recovery services.
AUS GLOBAL 可能聘请代表我们处理个人数据的第三方数据处理方, 包括但不限于档案存储、数据输入服务提供商、计算机备份服务和灾难恢复服务;
- F. AUS GLOBAL's auditors, consultants, accountants, other financial or professional advisers.
AUS GLOBAL 的审计师、顾问、会计师或其他财务或专业顾问;
- G. when the Client has given AUS GLOBAL consent.
当客户给予 AUS GLOBAL 同意时。

6. Transfer of Personal Data

个人数据的转移

- 6.1. In compliance with the EU General Data Protection Regulation 2016/679 ("GDPR"), AUS GLOBAL shall not transfer any Personal Data outside the European Economic Area ("EEA") unless:

根据欧盟通用数据保护条例 2016/679 ("GDPR"), AUS GLOBAL 不得将任何个人数据传输到欧洲经济区 ("EEA") 之外, 除非:

- A. It is required under Applicable Statutes and Regulations.
根据适用的法规和条例的要求;
- B. It is necessary to fulfil AUS GLOBAL's contractual obligations under the Client Agreement.
有必要根据客户协议履行 AUS GLOBAL 的合同义务;

- C. the Client has given such consent.

客户已给予此类同意。

- 6.2. AUS GLOBAL shall not transfer any Personal Data outside the European Economic Area (“EEA”) without taking reasonable steps in ensuring:

AUS GLOBAL 不得将任何个人数据转移到欧洲经济区 (“EEA”) 之外，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 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 law and regulation;
第三方遵守任何适用的数据保护法律和法规规定的义务；
- E. binding corporate rules or standard data protection clauses approved by the European Commission are in place.
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已经到位。

7. Retention Period

保留期

- 7.1. AUS GLOBAL 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 Client's trading account and the Client 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 the relevant regulatory authority and AUS GLOBAL's internal policies.

只要客户的账户保持活跃和有效，AUS GLOBAL 将保留客户的个人数据，并且可以在客户的交易账户和与客户的客户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、法令或政策以及 AUS GLOBAL 的内部政策。

- 7.2. The Client acknowledges that AUS GLOBAL may need the Client's Personal Data to fulfil its obligation under the Client Agreement, and as such the Client's demand for deletion of the Client's Personal Data may result in termination of the Client Agreement and the Client's trading account with AUS GLOBAL.

客户承认 AUS GLOBAL 可能需要客户的个人数据来履行其在客户协议下的义务，因此客户要求删除客户的个人数据可能会导致客户协议和客户在 AUS GLOBAL 的交易账户终止。

8. Management of Personal Data

个人资料的管理

- 8.1. AUS GLOBAL has taken all reasonable commercial standards of technology and operational security to safeguard the Client's Personal Data and mitigate potential risks of a security breach.

AUS GLOBAL 已采取所有合理商业标准的技术和运营安全来保护客户的个人数据并降低安全漏洞的潜在风险。

- 8.2. AUS GLOBAL trains our employees and provides internal educational trainings to the employees handling Personal Data to respect the confidentiality of customer information and the privacy of individuals. Furthermore, AUS GLOBAL implemented procedures to safeguard Personal Data where employees are only given access to the Client's Personal Data if it is necessary to perform AUS GLOBAL's obligation under the Client Agreement.

AUS GLOBAL 培训我们的员工并为处理个人数据的员工提供内部教育培训，以尊重客户信息的机密性和个人隐私。此外，AUS GLOBAL 实施了保护个人数据的程序，只有在有必要履行 AUS GLOBAL 根据客户协议承担的义务时，才允许员工访问客户的个人数据。

- 8.3. The Client acknowledges that AUS GLOBAL cannot guarantee absolute protection and security of Personal Data. The Client acknowledges that AUS GLOBAL shall not

be liable for any malicious and fraudulent acts committed by third party beyond AUS GLOBAL's control provided that AUS GLOBAL has taken all reasonable commercial standard of care and has not been negligent in safeguarding the Client's Personal Data.

客户承认 AUS GLOBAL 不能保证个人数据的绝对保护和安全。客户承认，只要 AUS GLOBAL 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，AUS GLOBAL 不对第三方实施的超出 AUS GLOBAL 控制的任何恶意和欺诈行为负责。

9. Client's Right

客户的权利

9.1. Under GDPR, the Client retains the right to:

根据 GDPR，客户保留以下权利：

- A. access the Client's Personal Data and inquire AUS GLOBAL whether the Personal Data is being processed.
访问客户的个人数据并询问 AUS GLOBAL 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数据；
- 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.
反对出于直接营销目的处理个人数据；
- E. demand AUS GLOBAL to delete and erase the Client's Personal Data.
要求 AUS GLOBAL 删除和清除客户的个人数据。

10. Contact

接触

10.1. If the Client has any complaint or concern in relation to our privacy practice, please reach us via the following channels:

如果客户对我们的隐私惯例有任何投诉或疑虑，请通过以下渠道与我们联系：

- A. Enterprise mailboxes:

Official Email: support@ausglobaluk.com

Sales Email: sales@ausglobaluk.com

Enterprise Cooperation: cooperate@ausglobaluk.com

Feedback: feedback@ausglobaluk.com

Careers: careers@ausglobaluk.com

企业邮箱:

官方邮箱: support@ausglobaluk.com

销售邮箱: sales@ausglobaluk.com

企业合作: cooperate@ausglobaluk.com

反馈邮箱: feedback@ausglobaluk.com

招贤纳士: careers@ausglobaluk.com

B. Contacts:

United Kingdom: +44 203 769 9740

Singapore: +65 3138 8011

Australia: +61 73 106 8871

Hong Kong: +852 3853 1090

联系方式:

英国: +44 203 769 9740

新加坡: +65 3138 8011

澳大利亚: +61 73 106 8871

香港: +852 3853 1090

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