

# REFER A FRIEND 客戶推介

Terms and Conditions 條例和條款 July - December 2021 2021 年 12 月- 07 月

#### INTRODUCTION

# 引言

FXTM¹ is running the "Refer a Friend Program" (the "Program") and invites all Clients of FXTM from Eligible Countries to register. By registering and participating in the Program, you agree to be bound by the Terms and Conditions ("the Terms") set out below.

FXTM 富拓<sup>1</sup>推出"客戶推介項目"(下稱"項目"),邀請所有居住於符合活動條件國家的客戶報名參加。註冊報名參加本項目,即表示您同意受以下條例和條款(下稱"條款")約束。

#### 1. INTERPRETATION OF TERMS

# 術語釋義

#### 1.1. In this Program:

在本項目中:

"Account" shall mean any FXTM trading account a Referral opens with FXTM.

**賬戶**:指被推介客戶在 FXTM 富拓開設的任何交易賬戶。

"Eligible Countries" shall mean all countries, excluding Clients reside in Ukraine, Russia, Belarus and countries included in regional restriction countries on the FXTM website.

**符合活動條件的國家:** 指 FXTM 网站上列出的受区域限制的国家以及乌克兰,俄羅斯和白俄羅斯以外的国家。

**"Friend"** shall mean any person(s) with whom the Referrer has a bond or connection and excludes any person(s) with whom the Referrer has not any acquaintance or association and who consents to receive the Referrer Link.

朋友: 指與推介人有關系或關聯並同意收到推介人鏈接的人, 不包括推介人不相識或無關聯的人。

"Minimum Deposit" shall mean a minimum total of deposit(s) in the Account(s) as it is determined on a Website in Section Compare Account according to each Account type.

**最低入金**: 指賬戶中總計最低入金額,具體參見本公司網站賬戶比較專欄,每種賬戶類型最低入金有所不同。

"Minimum number of Lots" shall mean number of full Standard lots that Referral needs to trade in order Referrer and Referral to get Reward on his/her Balance.

**最低交易手數**:指被推介客戶需要交易的完整標準手數,這樣推介人和被推介客戶才能在他/她的 賬戶余額中獲得獎金。

"Operative Agreements" shall mean the agreements entered into by the Client and FXTM that govern all the trading activity of the Client with FXTM. Operative Agreements consist of the Client Agreement, Policies and Terms of Business, as these may be found in the Account Opening Agreements section of the Websites of FXTM and as may be amended from time to time.

操作協議: 客戶與 FXTM 富拓達成的規範客戶在 FXTM 富拓所有交易活動的協議。操作協議包括

<sup>1</sup> FXTM shall refer to Exinity Ltd. regulated by FSC, Mauritius which is operating under the FXTM brand (available at <a href="https://www.forextime.com">www.forextime.com</a>).

FXTM 富拓指 FXTM 富拓品牌運營下的 Exinity Limited 詳見 (<u>www.forextimechina.com.cn/h</u>k),受毛裏求斯金融服務委員會監



客戶協議、政策和商業條款,這些都可在 FXTM 富柘網站開戶協議專欄看到並且不定期修訂。

"Qualified Referral" shall mean any Referral who has met the Trading Terms as per para 3.1 herein below.

**合格的被推介客戶**:指滿足以下 3.1 條的交易條款的被推介客戶。

"Referral" shall mean a Friend who has successfully registered with FXTM and opened Account(s) - as per the applicable Minimum deposits and/or others requirements of FXTM - after clicking on the Referrer Link. Clients registered under FXTM Invest Program as Investor will participate in the Program as a Referrer.

It is understood that a Friend shall be considered as a Referral, only if he/ she has successfully registered with the FXTM within a period of 7 (Seven) calendar days following his/ her last click on the Referrer Link.

被推介客戶:指在點擊推介人鏈接後成功在 FXTM 富拓註冊並開戶的一位朋友——達到適用的最低入金和/或 FXTM 富拓其他要求。註冊參加 FXTM 富拓跟單交易項目成為投資者的客戶也可以推介人的身份參加本項目。

一位朋友被視為被推介人需要他/她在最後一次點擊推介人鏈接後的 **7**(七)天內成功在 **FXTM** 富拓註冊。

"Referrer" shall mean the Client who shares the Referrer Link online and refers Friend(s) to FXTM via the Referrer Link and in accordance to the present Terms.

推介人:指在網上分享推介鏈接並通過推介鏈接向 FXTM 富拓推介朋友且遵守本條款的人。

"Referrer Link" shall mean a unique link (either banner or text link) which is personalized to each Referrer and is available in MyFXTM). The Referrer Link may be distributed by the Referrer among his/her Friend(s) and is used to identify the Referrer's activities and the Referrals introduced to FXTM by the Referrer.

推介人鏈接:指每位推介人個性化的唯一鏈接(橫幅或文本鏈接),可以在 MyFXTM 內獲得。推介鏈接可由推介人在他/她的朋友中發布,用於確定推介人的活動以及由推介人介紹給 FXTM 富拓的被推薦客戶。

"Reward" shall mean an amount of 25USD or 50USD or their equivalent.

**獎勵**: 指 25 美元或 50 美元或其等值金額。

**"Standard Lot"** shall mean a standardized quantity of the instrument that Referral is trading. In Forex, one Standard Lot is 100,000 units of a particular currency. For clarification purposes a Cent Lot is 1,000 units of a Standard Lot.

**標準手**:指被推介客戶交易的某種金融品種的標準化數量。在外匯中,1 標準手為 100,000 某貨幣。1 美分手為1 標準手中的1,000 單位。

"Trading Terms" shall have the meaning provided in Clause 3.1 below.

交易條款:含義見第3.1條。

"Websites" refer(s) to www.forextime.com.

網站: www.forextimechina.com.cn/hk

**1.2.** Any words whose meaning is not defined herein shall have the meaning provided in the Operative Agreement.

任何未作釋義的術語其定義請參見操作協議。

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1.3 Times mentioned herein shall mean EET/EEST as applicable.

時間根據適用情況為EET/EEST。

# 2. ELIGIBILITY CRITERIA

# 合格標準

**2.1** To participate as a Referrer and as a Referral in this Program, you must meet the following requirements:

要作為推介人和被推介客戶參加本項目,您必須滿意以下要求:

a) You are a Client of FXTM, eligible to trade in accordance to, and have agreed to, the Operative Agreements;

您是 FXTM 富拓的客戶,根據操作協議有資格進行交易且已同意操作協議。

b) You accept the Terms of this Program.

您接受本項目條款。

#### 3. SPECIFIC PROGRAM TERMS

# 本項目特別條款

# **Trading Terms**

交易條款

3.1 The Referrer and the Referral, subject to Clause 3.6. below, are entitled to receive a Reward in amount of 25 USD or equivalent if the Referral meets the following Trading Terms:

如果被推介客戶滿足以下交易條款,推介人和被推介客戶可根據以下第 3.6 條獲得 25 美元或等值 金額獎勵:

(a) Deposits a Minimum Deposit according to the Account type as determined on a Website in Section Compare Account and Section FXTM Invest where applicable; and

根據賬戶類型存入最低入金額,具體參見本公司網站賬戶比較和 FXTM 富拓跟單交易欄目;

(b) Completes a trading activity in the Account(s) with respect to any of the Investment Services offered by the Company, of at least 3 Standard lots (in total) for all account types, including Micro Account;

就本公司提供的任何投資服務在一個或多個賬戶中完成至少 **3** 個標準手(總計)交易,適 用於所有賬戶類型,包括微型賬戶。

(c) Terms of this Reward amount will be available until 31st of March 2019.

此優惠額度條款只生效于 2019 年 3 月 31 號

3.2 The Referrer and the Referral, subject to Clause 3.6. below, are entitled to receive a Reward in amount of 50 USD if the Referral meets the following Trading Terms:

如果被推介人滿足以下交易條款,推介人和被推介人可根據以下第3.6條獲得50美元獎勵:

(a) Deposits a Minimum Deposit according to the Account type as determined on a Website in Section Compare Account and Section FXTM Invest where applicable; and

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根據賬戶類型存入最低入金額,具體參見本公司網站賬戶比較和 FXTM 富拓跟單交易欄目;

(b) Completes a trading activity in the Account(s) with respect to any of the Investment Services offered by the Company, of at least **10** Standard lots (in total) for all account types, including Micro Account;

就本公司提供的任何投資服務在一個或多個賬戶中完成至少 **10** 個標準手(總計)交易,適 用於所有賬戶類型,包括微型賬戶。

(c) Terms of this Reward amount will be available until 31st of December 2021.

此優惠額度條款只生效于 至 2021 年 12 月 31 號

#### 3.3 It is hereto declared:

特此明確:

 transfer of funds between Accounts are not considered as deposit(s) for the purposes of this Program;

賬戶之間的資金轉賬不被視為本項目的入金。

(b) As regards the Trading Terms according to Clause 3.1(b), only closed positions which have been open for a minimum of 5 (Five) minutes shall be considered;

對於交易條款第 3.1 條,只有開倉時間達到 5 分鐘的已平倉交易被計算在交易手數內。

(c) The Trading Terms must be fulfilled under the FXTM the Referral opened Account(s) with, following his/her referral via the Referrer Link.

必須滿足被推介人開戶的 FXTM 富拓交易條款,通過推介鏈接追蹤他/她介紹的客戶。

3.4 In case the Referral reassigns under an Introducing Broker before he/she receives a Reward, the Referral will be removed from the Programme and the Reward will be excluded.

如果被推介人在他/她收到獎勵前重新分配至一位代理商名下,則該被推介人將從本項目中移除, 獎金將被取消。

# The Reward

#### 獎勵

3.5 The Referrer and Referral are entitled to a Reward only once per Qualified Referral and irrespective of the number of times the Referral fulfils the Trading Terms.

對於每位合格的被推介客戶,推介人和被推介客戶只能獲得一次獎勵,無論該被推介客戶達到交易條款多少次。

3.6 The Referrer shall receive the Reward from the FXTM under which she/he participates in this Program, irrespective of the FXTM the Qualified Referral has opened Account(s) with and fulfilled thereto the Trading Terms.

推介人將從他/她參加本項目的 FXTM 富拓交易商處獲得獎勵,不管合格的被推介人在富拓品牌下哪個交易商開戶以及滿足交易條款。

The Referral shall receive the Reward from the FXTM on USD wallet in MyFXTM that could be transferred on Referral's trading account.

被推介客戶將從 FXTM 富拓獲得獎勵,獎金存入 MyFXTM 內的美元錢包,可轉賬至該客戶的交易 賬戶。

3.7 The Reward shall, subject to the Terms, be paid only to those Referrers and Referrals who by virtue of their capacity as FXTM's Clients have the status "Approved" and meet the standard



requirements as per the Operative Agreements.

It is understood that payment of any Rewards accrued shall not be processed until the Referrer and Referral obtains the status "Approved" as above.

If abusive behavior from the Client's trading activity is detected, Company representatives will attempt to reach the Client within 5 working days. If the attempts are not successful, the Reward will not be paid.

獎金僅支付給狀態為"已批準"客戶且已達到操作協議標準要求的推介人和被推介客戶。

僅當推薦人和推薦客戶的狀態均為'已批准'時,才會處理已經產生的獎金支付

如果客戶有任何惡意的操作被發現了,富拓的代表員工會嘗試在 5 個工作日嘗試聯繫客戶,如果沒有聯繫上,該獎勵不會被支付。

3.8 The Reward shall be transferred to the Balance of the Referrer's and Referral's Account(s) on the basis of a weekly payment cycle and shall be available for trading or withdrawal purposes.

獎金以周為支付周期轉賬到推介人和被推介客戶的賬戶余額中,可用於交易或提取。

3.9 The maximum payout and/or total entitlement under this Program cannot exceed the 10,000 (Ten thousand) USD for Referee; and 25 USD or 50 USD or equivalent for Referral.

對於推介人,在本項目最高支付額和/或支付總額不超過 10,000(一萬)美元,對於被推介客戶最高支付額為 25 美元或 50 美元或等值金額。

**3.10** Reward-related information and the total number of Referrals and Qualified Referrals will be indicated in "My FXTM" and/or the Referrer will be notified accordingly.

獎金相關信息以及被推介人和合格被推介人總數將顯示在"My FXTM"中,推介人也會得到相應的通知。

#### The Referrer Link

#### 推介人鏈接

**3.11** The Referrer confirms that Friends who are receiving the Referrer Link for the purposes of this Program:

推介人確認接受本項目推介鏈接的朋友:

- a) Consent to receive the Referrer Link; and 同意收到推介鏈接:
- b) Are older than 18 years old.

年滿 18 周歲

**3.12** The Referrer hereby acknowledges and understands that he/she shall not distribute the Referrer Link to any Friend who reside in jurisdictions to which FXTM does not offer services to, as provided on the Website(s).

推介人承認並了解他/她不應向居住在 FXTM 富拓不提供服務的法律管轄地的朋友發布推介鏈接。

**3.13** The Referrer shall not use the Referrer Link in any manner that is illegal, disparaging, misleading, obscene, or in any way that is detrimental to FXTM.

推介人不應以非法的、毀謗性的、誤導性的、淫穢的或任何其他有損 FXTM 富拓的方式使用推介人鏈接。



**3.14** It is understood that any inappropriate use of the Referrer Link may cause immediate termination of the Referrer's participation in the Program.

如果推介人不恰當地使用推介人鏈接,推介人參加本項目的資格可能即刻被終止。

**3.15** Without prejudice to the foregoing, the Referrer acknowledges that he/she remains solely responsible for the usage of the Referrer Link and that the distribution of the Referrer Link to his Friends remains in all respects at his option; the Referrer hereby understands that FXTM undertakes no responsibility whatsoever.

推介人承認他/她對推介鏈接的使用全權負責,自主決定向朋友發布推介鏈接;推介人特此理解 FXTM 富拓對此不承擔任何責任。

#### 4. MISCELLANEOUS

#### 其他事項

4.1 The Referrer and Referral hereto represent that he/ she has full right, power and authority to enter into and be bound by the Terms and to perform his/her obligations under these Terms and that he/she can participate in this Program without any restrictions by any regulatory requirements applicable to the Referrer or to the jurisdiction in which the Referrer has his/her residence.

推介人和被推介人特此陳述他/她有充分的權力和權利參加本項目並受條款約定以及履行本項目下的義務,根據推介人和被推介人適用的監管要求或他/她所居住的國家/地區,他/她能不受限制地參加本項目。

**4.2** The Referrer and Referral shall always comply with the laws and regulations (including but not limited to data protection and anti-spamming rules) applicable to the Referrer and Referral or to the jurisdiction in which the Referrer and Referral has his/her residence.

推介人和被推介人應始終遵守他/她所居住國家/地區以及對其適用的法律和法規(包括但不限於數據保護和反垃圾郵件規定)。

4.3 The Referrer and Referral throughout his/her participation in this Program undertakes the responsibility to act in good faith at all times and must not make any false or misleading representations or statements with respect to FXTM and or the Program and/or engage in any other practice which may affect adversely the image, credibility or the reputation of FXTM.

推介人和被推介人在參與本項目期間始終承擔誠信行事的責任,不能就 FXTM 富拓公司或本項目作任何虛假、誤導性的陳述或聲明和/或從事有損 FXTM 富拓形象、信譽或聲譽的活動。

4.4 The Referrer and Referral will indemnify FXTM and keep FXTM indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which FXTM suffers or incurs as a direct or indirect result of any failure by the Referrer and Referral to perform any of the Referrer's and Referral's obligations under these Terms.

由於推介人和被推介人而未能履行本條款的義務而對 FXTM 富拓造成直接或間接影響,推介人應賠 償富拓由此承擔的債務、成本、索賠、要求以及任何形式的費用。

**4.5** The Referrer and Referral will not represent itself as agent of FXTM and the Referrer and Referral will have no authority or power to bind FXTM or to contract in the name of or create liability against it.

推介人和被推介人不能表現為 FXTM 富拓的代理機構,推介人和被推介人無權與 FXTM 富拓綁定在一起或以富拓的名義簽約或令富拓承擔義務。

4.6 Whereas a Referral has communicated to FXTM that he or she wishes to be removed and/or unlinked from a Referrer, FXTM shall remove such Referral accordingly and the Referrer shall have no rights in respect of the unlinked Referral. Under no circumstances shall FXTM be liable for any

consequences of any such removal from a Referrer.

如果被推介客戶與 FXTM 富拓溝通,他/她希望從某位推介人名下移除和/或取消與該推介人的關聯, FXTM 富拓將作相應操作,該推介人對這位無關聯被推介人沒有任何權利。FXTM 富拓在任何情況 下對上述移除產生的任何後果不承擔責任。

4.7 FXTM will not be liable to the Referrer and Referral with respect to any subject matter of these Terms under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits, or lost business) even if FXTM have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in these Terms, in no event shall FXTM's cumulative liability to the Referrer and Referral arising out of or related to these Terms, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total Reward(s) paid to the Referrer and Referral under these Terms.

FXTM 富拓對任何合約、疏忽、侵權,嚴格責任或對任何間接,偶然,結果性,特殊,一般性或懲戒性損害賠償責任(包括但不限於收入或商譽損失,預期利潤或業務損失)等其他法律或衡平原則下的本條款主題事項均不負任何責任,即使 FXTM 富拓已被告知此類損害的可能性。 此外,即使本條款中包含與此相反的內容,FXTM 富拓對這些條款產生的或與之相關的對推介人和被推介人的累積責任,無論是基於合同,疏忽,嚴格責任,侵權或其他法律或公平理論都不超過根據這些條款支付給推介人的獎金總額。

**4.8** FXTM reserves the right at its absolute discretion to terminate the Referrer's and Referral's participation in this Program and/or cancel or nullify the Reward or profit gained without being liable for any consequences should the Referrer and/or any Referral commit and/or FXTM suspects any fraud in the use of and/or abuse of this Program and/or misuse of the Reward and/or any attempt of collusion and/or manipulation and/or bad faith and/or acts which are not in the spirit of this Program and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the Terms and/or the Operative Agreements and/or of FXTM's Business Terms.

如果推介人和/或任何被推介人和/或 FXTM 懷疑其有任何欺詐使用和/或濫用本項目和/或濫用獎勵和/或任何共謀和/或操縱和/或不符合本項目精神的不誠信和/或行為的企圖和/或 套利和/或其他形式的欺騙性或欺詐性交易和/或其他活動和/或違反本條款和/或操作協議和/或 FXTM 的業務條款,FXTM 保留終止該推介人和被推介人參加本項目和/或取消所獲得的獎勵或由此賺得的利潤的權利,而不對任何後果負責。

4.9 No single or partial exercise of, or failure or delay in exercising any right, power or remedy under these Terms or law by FXTM shall constitute a waiver by FXTM, or impair any exercise of further exercise of, that or any other right, power or remedy arising under these Terms or at law.

FXTM 富拓單獨或部份行使任何權利、未能或延遲行本協議下或法律規定的之任何權利、權力或補償不得被視為棄權,不表示 FXTM 富拓放棄對以後或進一步對該權利、權力或補償之行使。

**4.10** The rights and remedies provided to FXTM under this Program are cumulative and are not exclusive of any rights or remedies provided by law.

本項目下提供給 FXTM 富拓的權利和補償具有累積性,不排除法律規定的任何權利或補救措施。

**4.11** The Referrer and Referral acknowledges that FXTM has the right, as in its sole discretion deem fit, to alter, amend, suspend, cancel or terminate the Program, or any aspect of the Program or the Referrer's and Referral's participation in the Program at any time and upon any reasonable cause. Under no circumstances shall FXTM be liable for any consequences of any alteration, amendment, suspension, cancellation or termination of the Program.

推介人和被推介人承認 FXTM 富拓有權在自由裁量認為適當情況下變更、 修正、中止、取消或終止 本項目或本項目的任何方面或向推介人發出書面通知後隨時終止該推介人參加本項目資格的權利。 在任何情況下,富拓不負責由於本項目的更改、修正、中止、取消或終止造成的任何結果。

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**4.12** In the event of any dispute misrepresentation of the above applicable Terms, such dispute or misinterpretation shall be resolved in good faith and as FXTM shall, in their sole and absolute discretion, deem fit and proper. The decision shall be final and binding.

在出現任何對於上述適用的條款和條例的爭議或錯誤解釋的情況下,該爭議或錯誤解釋應由本公司本著誠信善意原則,由其在單獨和絕對自由裁量之下做出其認為適當的行為。本公司的決定為終局性,具有約束力。

**4.13** Nothing in this Program creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Referrer, Referral and FXTM.

本項目不產生推介人、被推介人和 FXTM 富拓任何合作、合資、代理、特許經營、銷售代表或雇員關系。

**4.14** The headings and titles contained in this Program are included for convenience only and shall not limit or otherwise affect the Terms.

本項目中所用的標題僅為方便參考,不對條款有任何限制或影響。

**4.15** Notwithstanding the translated language of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.

無論本文件的翻譯語言的情況如何,在出現兩種語言的任何不符的情況下, 均以英語版本為準。



#### Example 1:

#### 舉例 1:

Mr. FXTM, who agreed to the Terms, on the 01st of March 2019 shares for the purposes of this Program his Referrer Link available in MyFXTM with his Friend Mr. X.

FXTM 富拓客戶先生已同意本條款, 他在 2019 年 3 月 1 日與他的朋友 X 先生分享他在 MyFXTM 中獲得推介鏈接。

Mr. X, after clicking the Referrer link, register with FXTM successfully and open an Account.

X 先生點擊推介鏈接後,在 FXTM 富拓成功註冊並開設了賬戶。

On the 15<sup>th</sup> of March 2019 Mr. X, deposits in his Standard Account an amount of 100 USD and completes trading of 3 Standard lots on the 20<sup>th</sup> of March 2019.

2019年3月15日X先生在他的標準賬戶中存入100美元並在3月20日完成交易3個標準手。

As a result, Mr. FXTM and Mr. X are eligible to receive 25USD each as a Reward.

這樣,FXTM 富拓客戶先生和 X 先生均有資格獲得 25 美元作為獎勵。

#### Example 2:

#### 舉例 2:

Mr. FXTM, who agreed to the Terms, on the 01<sup>st</sup> of January 2021 shares for the purposes of this Program his Referrer Link available in MyFXTM with his Friend Mr. Z.

FXTM 富拓客戶先生已同意本條款, 他在 2021 年 1 月 1 日與他的朋友 Z 先生分享他在 MyFXTM 中獲得推介 鏈接。

Mr. Z, after clicking the Referrer link, register with FXTM successfully and open an Account.

Z 先生點擊推介鏈接後,在 FXTM 富拓成功註冊並開設了賬戶。

On the 20<sup>th</sup> of January 2021 Mr. Z, deposits in his Standard Account an amount of 100 USD and completes trading of **10** Standard lots on the 30<sup>th</sup> of January 2021.

2021年1月20日Z先生在他的標準賬戶中存入100美元並在1月30日完成交易10個標準手。

As a result, Mr. FXTM and Mr. Z are eligible to receive 50 USD each as a Reward given that they both have obtained the status "Approved".

這樣, FXTM 先生和 Z 先生都有資格獲得\$50 的獎勵, 前提是他們倆都獲得了'批准'身份。

Please note that in any case, if there is any unclear explanation in the Chinese version, please refer to the English version.

請注,在任何情況下,如果中文版本有任何講解不清楚的地方,請以英文版本為準。