



EARN 2.5% INTEREST PROMOTION TERMS AND CONDITIONS

赚取 2.5% 利息推广活动 条款及条件

1. **THE PROMOTION:** This promotion is offered by FXCM Markets Limited (“FXCM”) in accordance with these Promotion Terms and Conditions (the “Promotion Terms”) to existing and new clients of FXCM (“You” or “Your”) (the “Promotion”).

推广活动：本推广活动是 FXCM Markets Limited（「福汇」）根据此等推广活动的条款及条件（「推广活动条款」）而向福汇现有与新客户（「阁下」或「阁下的」）所提供的推广活动（「推广活动」）。

2. **BINDING AGREEMENT:** You agree that by participating in the Promotion You will be bound by the Promotion Terms as well as FXCM’s Terms of Business that apply to Your Account (“FXCM Terms”). In the event of any conflicts or inconsistency between FXCM Terms and these Promotion Terms, FXCM Terms shall prevail.

约束性协议：阁下同意透过参加推广活动，阁下将会受到推广活动条款及适用于阁下账户的福汇业务条款（「福汇条款」）所约束。如福汇条款与此等推广活动条款有任何冲突或歧义，概以福汇条款为准。

3. **ELIGIBILITY:** To be eligible to take part in the Promotion You must:

资格：为符合资格参加本推广活动，阁下必须：

- 3.1. hold a USD account with FXCM (“Account”);

持有福汇的美元账户（「账户」）；

- 3.2. be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual); and

年满十八周岁以上或达到阁下所属司法管辖区的成年岁数以上（如阁下为个人）；以及

- 3.3. not be a client of FXCM PRO

并非 FXCM Pro 的客户

(collectively, the “Qualifying Applicant”).

(统称为「合资格申请人」)

4. **DURATION:** The Promotion starts on 30 November 2020 at 05:00 P.M. (Eastern Standard Time) (“EST”).

活动时间：该推广活动将于东部标准时间 (EST) 2020 年 11 月 30 日下午 05:00 开始。

5. **HOW TO PARTICIPATE:** You must be a Qualifying Applicant. There is no minimum margin necessary to earn interest although You must deposit USD 50 to open an Account with FXCM.

如何参与：阁下必须为合资格申请人。赚取利息没有最低保证金要求，但是阁下必须存入 50 美元才能在福汇开立账户。

6. **PAYMENT OF INTEREST:**

利息支付：

- 6.1. Subject to Clause 6.4. and You being a Qualifying Applicant, 2.5% annual percentage rate interest, or any other amount of interest to be determined by FXCM in its sole and absolute discretion (“APR”) will be paid into the Account on non-invested margin up to USD 50,000, or any maximum



amount as determined by FXCM in its sole discretion at any time, with or without notice. The interest rate applied to Your Account is established at our discretion and is variable and subject to change at any time without notice to You.

受到条款 6.4 且阁下作为合格申请人的约束，在予以或不予以通知的情况下，2.5% 的年利率或任何其他由福汇绝对全权酌情决定的金额利率（「年度利率」）将以非投资保证金不超过 50,000 美元的方式或福汇绝对全权酌情决定的任何最高金额存入账户。应用于阁下账户的利率由我们自行决定且会随时变化，并在不予以阁下通知的情况下随时更改。

6.2. Interest on usable margin is paid monthly. The credit typically arrives within seven business days of the month's end.

可用保证金的利息将按月支付。款项一般于月底的七个工作日内入账。

6.3. The 2.5% APR interest is paid out on Your average usable margin for the month. Each day at approximately 17.00 EST a snapshot is taken of the usable margin in Your Account. This is added up and divided by the number of days in the month (provided that the Account was open for the entire duration of the month). Interest is paid on the average usable margin in the Account for the month; paying interest for each day the Account was open and eligible to receive interest.

2.5% 的年利率将依阁下当月的平均可用保证金支付。每天大约于美国东部时间下午五点将对阁下账户中的可用保证金截图。将其相加并除以该月的天数（前提是该账户在该月的整个期间都处于开放状态）。利息按当月账户的平均可用保证金支付；每天在账户开放并有资格获得利息时支付利息。

6.4. The Account must be open and not subject to any dispute or default on the date the interest falls due to the Qualifying Applicant's Account.

在支付利息当日，合格申请人账户必须为开放账户且无任何争议或违约。

7. **LIABILITY:**

法律责任:

7.1. To the maximum extent permitted by law, You indemnify and agree to keep indemnified FXCM at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission by You and/or a breach of any representation and warranty by You set forth herein. To the maximum extent permitted by law, You indemnify and agree to keep indemnified FXCM at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which FXCM will or may become liable by reason of or related or incidental to any act, default or omission by You under these Promotion Terms including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these Promotion Terms by You. To the maximum extent permitted by law, You agree to hold FXCM, its directors, officers, employees and assigns harmless for any injury or damage caused or claimed to be caused by Your participation in the Promotion.

在法律允许的最大范围内，阁下将因阁下和/或阁下违反本文所述的任何陈述与保证的任何作为、违规、不作为所导致的任何法律责任、索赔、要求、损失、损害、成本和费用进行赔偿以及同意持续进行赔偿。在法律允许的最大范围内，阁下将因阁下的任何作为、违规或不作为而连带福汇将因或可能因相关或附带责任所导致的任何法律责任、索赔、要求、损失、损害、成本和费用进行赔偿以及同意持续进行赔偿。包括但不限于，因违反本推广活动条款而导致或与之相关的任何违反、不遵守、作为或不作为，不论是疏忽或以其他方式作出。在法律允许的最大范围内，您同意让福汇董事、高级管理人员、员工和分配人免于因参与本推广活动引起或声称引起的任何伤害或损害。

7.2. To the extent permitted by law, Your rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in



connection with this Promotion are hereby excluded, and You expressly waive any and all such rights.

在法律允许的范围下，如因为或涉及本推广活动而产生纠纷或申索，阁下的诉讼权、对司法或任何其他程序寻求禁制令或任何其他追索权的权利将会谨此被免除，而阁下明确放弃任何及全部此等权利。

8. GENERAL CONDITIONS:

一般條款：

- 8.1. PARTICIPATING IN THIS PROMOTION DOES NOT GUARANTEE POSITIVE RETURNS. ALL PARTICIPANTS HAVE THE POTENTIAL TO EXPERIENCE LOSSES IN EXCESS OF DEPOSITED FUNDS.
参与此次推广活动并不保证积极回报。所有参与者均有可能遭受超过存入资金的损失。
- 8.2. This Promotion may not be used in conjunction with any other offer or promotion by FXCM.
此推广活动不得与其他由福汇提供的折扣与推广活动共同使用。
- 8.3. Interest payments are transferable to other FXCM Accounts.
利息款项可转移至其他福汇账户。
- 8.4. FXCM reserves the right to refuse any Qualifying Applicant to participate in this Promotion that is believed to be in breach of the Promotion Terms and/or FXCM Terms. In the event that such Qualifying Applicant or a non- Qualifying Applicant (the “**Unauthorised Participant**”) takes part in the Promotion, FXCM reserves the right, without prejudice to any other rights under the Promotion Terms and/or FXCM Terms, to immediately withdraw the Promotion from the Account and/or demand the immediate return of the aggregate interest payments which will be deemed a debt lawfully owed by the Unauthorised Participant to FXCM.
福汇保留拒绝任何被认为违反推广活动条款和/或福汇条款的合资格申请人参与本推广活动的权利。若一名合资格申请人或非合资格申请人(「**未经批准的参与者**」)参加推广活动，在不损害推广活动条款及/或福汇条款的任何其他权利的情况下，福汇保留立即从账户撤销推广活动及/或要求归还将会被视为未经批准参与者合法欠福汇的债务的利息总额。
- 8.5. FXCM reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this Promotion, or any aspect of it without prior notice. In such event, FXCM will make reasonable efforts to notify You by email.
福汇保留全权酌情更改、修订、修改、暂停或终止本推广活动或其任何部份的权利而毋须事先作出通知。在此情形下，福汇将尽合理努力以电邮方式通知阁下。
- 8.6. FXCM may, in its discretion, cancel, or reverse a reward if a payment is made in error.
若款项支付有误，福汇可酌情取消或收回奖金。
- 8.7. If the Promotion cannot be executed as planned, due to reasons beyond the control of FXCM, including (but not limited to) any problems or technical malfunction, or any applicable instrument being delisted or changed substantially, FXCM shall incur no liability to You and the interest will not be paid.
若此推广活动无法按计划执行，其原因是福汇不可控因素，包括（但不限于）任何问题或技术故障、或任何适用产品退市或产生重大改变，福汇对阁下概不承担任何责任且利息将不会被支付。
- 8.8. All former and current employees, interns and contractors of FXCM (the “**Staff**”), and each of its affiliates and subsidiaries and the Staff’s immediate family members and persons with whom such employees are domiciled are prohibited from participating in the Promotion.
福汇的所有前任员工以及现任员工、实习生和承包商（「**雇员**」），与其所有联属公司和附属公司以及雇员的直系亲属和共同居住人士均不得参与此次推广活动。

- 8.9. Qualifying Applicants are solely responsible for the payment of any and all taxes, including but not limited to federal, state and local taxes that may apply on their Account however arising. FXCM shall have the right, but not the obligation, to make any deductions and withholdings that FXCM deems necessary or desirable under applicable federal, and local tax laws, rules, regulations, codes or ordinances.
合资格申请人全权负责支付任何及所有税项，包括但不限于可能适用于其账户的联邦、州及地方税项。福汇有权利，但没有义务根据适用的联邦及地方税法、法规、规章、规范或条例作出任何福汇认为需要或适宜的扣除或扣缴。
- 8.10. If any provision(s) of these Promotion Terms is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
若本推广活动条款的任何条文被视为无效或无法强制履行，其余所有条文仍然完全有效。
- 8.11. Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.
除上下文另有所指外，凡提及任何性别即包括所有性别，凡使用单数形式即包括复数形式，反之亦然。
- 8.12. You agree and give Your express consent for FXCM to share with its agents, business partners, successors during and after the Promotion, Your personal information including, without limitation, Your name, address, email address, and Account opening information (the “**Personal Data**”), to be selected by FXCM at its sole and absolute discretion and without further recourse to You. Any Personal Data shall be used solely in accordance with relevant data protection legislation and best practices. FXCM’s privacy policy can be found here: www.fxcm.com/markets/legal/privacy-policy.
阁下同意并明确同意福汇在推广活动期间及之后与其代理人、业务伙伴、继任人共享阁下的个人信息，包括但不限于由福汇自行全权酌情选择您的姓名、地址、电邮地址及开户信息（「**个人数据**」），而不会向阁下进一步追索。任何个人数据仅应根据相关数据保护法规和最佳做法使用。福汇的私隐保障政策可在此浏览：<https://www.fuhui-zh.com/gb/legal/privacy-policy/>
- 8.13. FXCM may, at its sole discretion, provide You with translations of the Promotion Terms. The original English version shall be the only legally binding version for FXCM and You. In case of discrepancies between the original English version and other translations in Your possession, the original English version shall prevail.
福汇可以自行酌情决定是否为您提供此推广活动条款的译本。英文原版是福汇与阁下之间唯一具有法律约束力的版本。如英文原版与阁下持有其他译文有所出入，概以英文原版为准。
9. **GOVERNING LAW AND VENUE:** These Promotion Terms shall be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Promotion Terms.
监管法律及监管地：此等推广活动条款将受到英格兰及威尔士法律监管及据此诠释。双方不可撤销地同意，英格兰及威尔士法院拥有解决任何因此推广活动条款引起或与之相关的纠纷的独有管辖权。
10. **FXCM MARKETS INTEREST:** FXCM may change interest rate at any time at our discretion. Interest payments are not available for accounts on spreads + commissions model.
福汇利率：福汇可随时酌情决定更改利率。利息支付不适用于点差+佣金模式账户。