

# FXCM MARKETS PROMOTION

## TERMS AND CONDITIONS

### 福汇 Markets 推广活动

### 条款及条件

#### 1. THE PROMOTION

##### 推广活动

FXCM Markets Limited (“**FXCM**”) offers the Promotion described hereunder to all new and existing clients of FXCM (“**You**” or “**Your**”).

FXCM Markets Limited (“**福汇**”、“**福汇 Markets**”) 向福汇所有的新客户和现有客户 (“**阁下**”或“**阁下的**”) 提供如下文描述的推广活动。

Subject to these terms and conditions, You may be entitled to the following:

- free one (1) year subscription to TradingView Pro (<https://uk.tradingview.com/gopro/>) (the “**Promotion**”).

根据此条款及条件，阁下可能符合资格获享以下服务：

- 免费订阅一(1)年 TradingView Pro 服务 <https://cn.tradingview.com/gopro/> (“**推广活动**”)。

#### 2. BINDING AGREEMENT

##### 约束性协议

You agree that by participating in the Promotion You will be bound by these terms and conditions and FXCM’s Terms of Business (including any schedules, annexes, exhibits, amendments and/or side agreements, if any) that apply to Your account and always subject to any applicable laws (together the “**Promotion Terms**”). In the event of any conflicts or inconsistency between FXCM’s Terms of Business and these Terms and Conditions, FXCM’s Terms of Business shall prevail.

阁下同意，通过参加本推广活动，阁下将受到此条款及条件和适用于阁下账户的福汇业务条款（包括任何附表、附录、附件、修订及/或附加协议，如有）所约束，且阁下始终受到适用法律的约束（统称为“**推广活动条款**”）。若福汇业务条款与此条款及条件出现任何矛盾或不一致之处，概以福汇业务条款为准。

### 3. HOW TO PARTICIPATE

#### 如何参与

To be eligible to participate in the Promotion, You must:

为符合资格参加本推广活动，阁下必须：

- (a) be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);  
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(如果阁下是作为个人参与该活动)；
- (b) open a trading account with FXCM, such account always being subject to FXCM's Terms of Business, and which must be open and not subject to any dispute or default during the Promotion Period defined below ("**Qualifying Account**");  
开设一个福汇交易账户，此类账户始终受福汇业务条款约束，且必须在如下文定义的推广活动期间维持开设，及并无产生任何纠纷或违约事件("**合格账户**")；
- (c) if a new client, fund the account with a minimum deposit of 300 CCY ("**CCY**" refers to the currency that Your account is denominated in), or for existing clients, top-up your existing account with a deposit of 300 CCY;  
若为新客户，则需在账户存入最低 300 账户货币单位的资金("**账户货币单位**"指阁下账户结算货币单位)；若为现有客户，则需在账户再存入 300 账户货币单位的资金；
- (d) have a minimum of 500,000 trading volume at the end of the period of three (3) months following the date You access the Promotion; and  
在客户开始享受此推广活动的三（3）个月之内需要达到至少 500,000 的名义交易量；及
- (e) agree and comply with these Promotion Terms.  
同意并遵守此推广活动条款。

(Collectively, the "**Eligibility Requirements**").

(统称为"**合格要求**")

For the avoidance of doubt, if You do not comply with the Eligibility Requirements, You will not be entitled to participate in this Promotion.

为避免疑惑，若阁下未能遵从此合格要求，您将无法参与此次推广活动。

#### 4. PROMOTION PERIOD

##### 推广活动期间

This Promotion starts on 1 March 2020 at 00:01 A.M. (Coordinated Universal Time) and ends on 1 October 2020 at 11:59pm (Coordinated Universal Time) (“**The Promotion Period**”).

该推广活动于 2020 年 3 月 1 日凌晨 12 点 01 分 (UTC) 开始, 于 2020 年 10 月 1 日晚上 11 点 59 分 (UTC) 结束。 (“**推广活动期间**”)

#### 5. RECEIPT OF PROMOTION

##### 获取推广福利

- 5.1 To receive the Promotion, You must send a request from Your FXCM registered email to [info@fxcmmarkets.com](mailto:info@fxcmmarkets.com) and state “**FREETRADINGVIEWPRO**” in the subject line. You must also include in the email: 1) Your TradingView username; and 2) Your FXCM account number.

要获取推广福利, 阁下必须使用于福汇登记的邮箱向 [adminasia@fxcm.com](mailto:adminasia@fxcm.com) 发送申请, 并在邮件标题标明“**免费获取 TradingView Pro 服务**”。阁下在邮件中必须注明: 1) 阁下的 TradingView 用户名; 及 2) 阁下的福汇账户号码;

- 5.2 Subject to FXCM’s rights under these Promotion Terms, and provided that You meet the Eligibility Requirements, FXCM shall award the Promotion to You.

受福汇推广活动条款之权利约束, 如果阁下满足合格要求, 福汇将给予阁下推广福利。

- 5.3 If You do not have a minimum of 500,000 trading volume at the end of the period of three (3) months following the date You access the Promotion, **Your TradingView Pro subscription will be cancelled or alternatively, You will be charged 72 CCY for continued access to the TradingView Pro subscription.**

如果阁下在开始享受此推广活动的三 (3) 个月之内未能达到至少 500, 000 的名义交易量, 阁下的 **TradingView Pro** 订阅将会被取消, 或者阁下需要支付 **72** 账户货币单位的资金以继续订阅 **TradingView Pro** 服务。

- 5.4 FXCM shall have sole and absolute discretion in determining whether the Promotion can be awarded to You.

福汇对于阁下是否符合资格参加本推广活动拥有全权绝对酌情决定权。

## 6. LIABILITY

### 法律责任

6.1 You agree to indemnify, defend and hold harmless FXCM (including its directors, officers, employees and assigns) on written demand and at all times from and against any and all liability, fines, penalties, actions, judgement, settlement, claims, demands, losses, damages, injury, compensation, costs and expenses (including interest payments, reasonable legal fees on a solicitor/client basis, other professional fees and disbursements and costs of investigation and litigation) 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 and/or any breach of representation and warranty set forth herein 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.

阁下同意，阁下将会根据书面要求在任何时候赔偿、捍卫、维护福汇（包括其董事、高级职员、员工及受让人），使其免于由于或涉及或因阁下作出的任何行为、违责、不作为及/或阁下违反此推广活动条款所列的陈述和保证附带引起，包括但不限于由于或涉及与阁下的任何违规行为、不遵从条款、行为或不作为（不论是疏忽或以其他方式作出），而导致福汇将会或可能承担的任何法律责任、罚金、处罚、诉讼、判决、和解、索赔、要求、损失、损害、伤害、赔偿、成本与费用（包括支付利息、客户与事务律师所定的合理律师费用、其他专业服务费用、垫付款以及调查诉讼费）。

6.2 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.

在法律许可的范围内，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。

## 7. GENERAL CONDITIONS

### 一般条款

7.1 This Promotion may not be used in conjunction with any other offer or promotion by FXCM.

客户可能无法同时参与由福汇提供的任何其他优惠或推广活动。

7.2 In the event that FXCM considers Your participation in this Promotion is, or is likely to be, in breach of these Promotion Terms, FXCM reserves the right, without prejudice to any other rights under the Promotion Terms, to immediately withdraw the Promotion.

若福汇认为阁下参与此次推广活动，有违或可能有违此推广活动条款。福汇保留在不损害本推广活动

条款其他权利的情况下，立即撤销阁下账户参与推广活动的权利。

7.3 FXCM may, in its discretion, cancel, or reverse the Promotion if it is given in error.

若发放有误，福汇可酌情取消或收回推广福利。

7.4 FXCM reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this Promotion, or any aspect of it, including but not limited to extending the Promotion Period at any time and 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，包括但不限于随时延长该推广活动时间而毋须事先作出通知。在此情形下，福汇将尽合理努力以邮件方式通知阁下。

7.5 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 in connection with the Promotion.

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，福汇就此推广活动对阁下概不负责。

7.6 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.

福汇的所有前任雇员以及现任雇员、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。

7.7 If any provision(s) of the Promotion Terms are 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。

7.8 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。

7.9 You are solely responsible for the payment of any and all taxes, including but not limited to federal, state and local taxes that may apply to Your participation in the Promotion. 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.

阁下须单独承担任何及全部税款，包括但不限于可能适用于阁下参与本次推广活动的联邦税、州税以及地方税。福汇有权利但无义务，根据适用的联邦和地方课税法律、规定、法规、守则或条例作出其认为必要或适宜的扣减和扣缴。

7.10 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阁下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。

## **8. GOVERNING LAW AND VENUE**

### **监管法律及监管地**

These Promotion Terms shall be governed by and construed in accordance with the law 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.

此等推广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。