

**EARN 5% INTEREST  
PROMOTION TERMS AND  
CONDITIONS 赚取5%利息推广优惠  
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:** 本推广是FXCM Markets Limited (“**福汇**”)根据此等推广的条款及条件 (“**推广条款**”) 而向福汇的现有客户及新客户 (“**阁下**” 或 “**阁下的**”) 提供的推广 (“**推广**”)。

**2. BINDING AGREEMENT:** You agree that by participating in the Promotion that You will be bound by the Promotion Terms as well as the 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.

**具有约束力的协议:** 阁下同意, 透过参加推广, 阁下将会受到推广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:** 要符合资格参加推广, 阁下必须:

3.1. hold a USD account with FXCM (“**Account**”);  
and 持有福汇的美元结算账户 (“**账户**”); 及

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

年满十八岁以上或达到阁下所属司法管辖区的成年岁数以上 (假如阁下是个别人士);

3.3. not be a pro client of FXCM and/or any of the affiliates of this company within the group chart of FXCM.

并非FXCM 及/或任何福汇集团内公司的联属机构的Pro客户。

(the “**Qualifying Applicant**”).

(“**合资格申请人**”)。

**4. DURATION:** The promotion starts on 9/19/2013 at 12:00 AM (Eastern Standard Time) (“**EST**”).

**期限:** 推广开始日期为2013年9月19日午夜12:00 (美东时间)。

**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.

**如何参加:** 阁下必须为合资格申请人。推广不设赚取利息所需的最低保证金, 但阁下须存入50美金以开立一个福汇账户。

## 6. PAYMENT OF INTEREST:

### 利息的支付:

6.1. Subject to You being a Qualifying Applicant, 5%, or any other amount of interest to be determined by FXCM in its sole and absolute discretion, annual percentage rate interest (“APR”) will be paid into the Account on non-invested margin up to USD 50,000.

受阁下作为合格申请人的资格所限，5%年百分率利息（“年利率”）（或福汇全权绝对酌情厘定的任何其他利息金额）将会就上限为50,000美元的非投资保证金计算及存入账户。

6.2. Interest payments may be made to include days in September 2013 prior to the promotion period. The decision to make such payments shall be made in the FXCM’s sole and absolute discretion.

利息的支付在计算时可包括2013年9月内于推广期之前的日子。福汇保留全权绝对酌情决定此支付的权利。

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

可用保证金产生的利息将按月支付。利息通常会在当月结束后的7个工作日内存入阁下的账户。

6.4. The 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.

5%年百分率利息会依据阁下的当月平均可用保证金支付。系统会在每天约美东时间17点记录阁下账户的可用保证金。这些记录会被累计并按照当月天数分配（如账户在整个月都维持开设）。利息会依据当月账户内的平均可用保证金支付；为账户维持开设并合格接收利息的每天支付利息。

6.5. 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.

在到期应向合格申请人的账户支付利息当日账户必须维持开设及并无产生任何纠纷或拖欠款项。

## 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下，阁下将会就因为阁下的任何行为、违责或不作为及/或阁下违反本文所载的任何声明和保证而引致的任何法律责任、申索、要求、亏损、损失、费用及开支在任何时候赔偿及同意持续赔偿福汇。在法律允许的最大范围下，阁下将会就阁下在此等推广条款之下所作出的任何行为、违责或不作为，包括（但不限于）阁下在此等推广条款之下作出的任何违规行为、不遵守、行为或不作为（不论是疏忽或以其他方式作出），或福汇基于或有关或与前述行为连带而将会或可能会变为负有责任的任何法律责任、行动、申索、要求、亏损、损失、费用及开支在任何时候赔偿及同意持续赔偿福汇。在法律许可的最大范围下，阁下同意不会因阁下参加推广所导致或声称导致的任何损害或损失而令福汇、其董事、高级人员、雇员及受让人招致损失。

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.

在法律许可的范围下，如因为或与本推广有关而发生纠纷或申索，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:

### 一般性条款:

8.1. Interest payments are transferable to other FXCM Accounts.

利息款项可转移至其他福汇账户。

8.2. 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.

福汇保留拒绝被认为违反本推广条款及/或福汇条款的合资格申请人参加本推广的权利。假如一名合资格申请人或非合资格申请人（“**未经批准参与者**”）参加推广，福汇在不损害到推广条款及/或福汇条款的任何其他权利的情况下，保留即时撤回账户推广及/或要求即时退回将被视为未经批准参与者合法欠负福汇的债务的利息款项总额的权利。

8.3. 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邮件方式通知阁下。

8.4. If the Promotion cannot be executed as planned, including any problems or technical malfunction beyond our control, we shall incur no liability and the interest will not be paid.

倘若推广无法按计划执行，包括在本公司控制范围以外的任何问题或技术故障，本公司将不会产生任何法律责任，而利息将不会支付。

8.5. 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.

福汇的所有前任和现任雇员、实习生及承包商（统称“**雇员**”），和其附属公司及附属公司及雇员的直系亲属及任何与这些雇员共同居住的人，被禁止参加此推广。

8.6. 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.

合资格申请人须唯一负责支付任何及全部税项，包括(但不限于)不论如何产生且可能会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课税法律、规则、法例、守则或条例作出任何福汇认为需要或适宜的扣减或扣缴。

8.7. 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.

若此等推广条款的任何条文被视为无效或无法强制执行，则本文的所有余下条文仍将具备十足效力及作用。

8.8. Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.

除文义另有所指外，任何性别的提述包括所有性别，而单数的使用包括复数，反之亦然。

8.9. 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:

<https://www.fuhuiasia.com/gb/legal/privacy-policy/>.

阁下同意福汇在推广期内及之后可与其代理人、业务伙伴、继任人共享阁下的个人资料，包括（但不限于）由福汇全权绝对酌情选择的阁下的姓名、地址、电邮地址及开户资料（“**个人资料**”），而不会给予阁下进一步的追索权。任何个人资料应仅根据相关资料保障法例及最佳作业手法使用。福汇的私隐保障政策请按此浏览：<https://www.fuhuiasia.com/gb/legal/privacy-policy/>。

**9. GOVERNING LAW AND VENUE:** These Promotion Terms shall be governed by and construed in accordance with the governing law clause of the FXCM Terms and the courts of the chosen jurisdiction therein.

**监管法律及地点：**此等推广条款将受到福汇条款的监管法律条款及当中所选择的司法管辖区的法院监管及据此诠释。

**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Markets利息：**福汇可随时酌情更改利率。利息不适用于采取佣金定价模式的账户。