



FXTM

IT'S FOREX TIME

REFER A FRIEND 客户推介

Terms and Conditions 条例和条款

June 2020

2020年06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¹推出“客户推介项目”（下称“项目”），邀请所有居住于符合活动条件国家的客户报名参加。注册报名参加本项目，即表示您同意受以下条例和条款（下称“条款”）约束。

1. INTERPRETATION OF TERMS

术语释义

1.1. In this Program:

在本项目中：

“**Account**” shall mean any FXTM trading account a Referral opens with FXTM.

账户：指被推介客户在 FXTM 富拓开设的任何交易账户。

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

符合活动条件的国家：指 FXTM 网站上列出的受区域限制的国家以及乌克兰，俄罗斯和白俄罗斯以外的国家。

“**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：指与推介人有关系或关联并同意收到推介人链接的人，不包括推介人不相识或无关联的人。

“**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：指账户中总计最低入金额，具体参见本公司网站账户比较专栏，每种账户类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.

最低交易手数：指被推介客户需要交易的完整标准手数，这样推介人和被推介客户才能在他/她的账户余额中获得奖金。

“**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.

1 FXTM shall refer to Exinity Ltd. regulated by FSC, Mauritius which is operating under the FXTM brand (available at www.forextime.com).

FXTM 富拓指 FXTM 富拓品牌运营下的 Exinity Limited（详见 www.forextimechina.com.cn/zh），受毛里求斯金融服务委员会监管。



操作协议: 客户与 FXTM 富拓达成的规范客户在 FXTM 富拓所有交易活动的协议。操作协议包括客户协议、政策和商业条款, 这些都可在 FXTM 富拓网站开户协议专栏看到并且不定期修订。

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

合格的被推介客户: 指满足以下 3.1 条的交易条款的被推介客户。

“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.

被推介客户: 指在点击推介人链接后成功在 FXTM 富拓注册并开户的一位朋友-达到适用的最低入金和/或 FXTM 富拓其他要求。注册参加 FXTM 富拓跟单交易项目成为投资者的客户也可以推介人的身份参加本项目。

一位朋友被视为被推介人需要他/她在最后一次点击推介人链接后的 7 (七) 天内成功在 FXTM 富拓注册。

“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: 指在网上分享推介链接并通过推介链接向 FXTM 富拓推介朋友且遵守本条款的人。

“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.

推介人链接: 指每位推介人个性化的唯一链接 (横幅或文本链接), 可以在 MyFXTM 内获得。推介链接可由推介人在他/她的朋友中发布, 用于确定推介人的活动以及由推介人介绍给 FXTM 富拓的被推荐客户。

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

奖励: 指 25 美元或 50 美元或其等值金额。

“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.

标准手: 指被推介客户交易的某种金融品种的标准化数量。在外汇中, 1 标准手为 100,000 某货币。1 美分手为 1 标准手中的 1,000 单位。

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

交易条款: 含义见第 3.1 条。



“Websites” refer(s) to www.forextime.com.

网站: www.forextimechina.com.cn/zh

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

任何未作释义的术语其定义请参见操作协议。

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

时间根据适用情况为EET/EEST。

2. ELIGIBILITY CRITERIA

合格标准

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

要作为推介人和被推介客户参加本项目，您必须满意以下要求：

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

您是 FXTM 富拓的客户，根据操作协议有资格进行交易且已同意操作协议。

- b) You accept the Terms of this Program.

您接受本项目条款。

3. SPECIFIC PROGRAM TERMS

本项目特别条款

Trading Terms

交易条款

- 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:

如果被推介客户满足以下交易条款，推介人和被推介客户可根据以下第 3.6 条获得 25 美元或等值金额奖励：

- (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

根据账户类型存入最低入金金额，具体参见本公司网站[账户比较](#)和 [FXTM 富拓跟单交易](#)栏目；

- (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 Cent Account;

就本公司提供的任何投资服务在一个或多个账户中完成至少 3 个标准手（总计）交易，适用所有账户类型，包括美分账户。

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

此优惠额度条款只生效于 2019 年 3 月 31 号

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:

如果被推介人满足以下交易条款，推介人和被推介人可根据以下第 3.6 条获得 50 美元奖励：

- (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

根据账户类型存入最低入金金额，具体参见本公司网站[账户比较](#)和 [FXTM 富拓跟单交易](#)栏目；

- (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 Cent Account;

就本公司提供的任何投资服务在一个或多个账户中完成至少 10 个标准手（总计）交易，适用于所有账户类型，包括美分账户。

(c) Terms of this Reward amount will be available until 31st of December 2020.

此优惠额度条款只生效于 至 2020 年 12 月 31 号

3.3 It is hereto declared:

特此明确：

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

账户之间的资金转账不被视为本项目的入金。

- (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;

对于交易条款第 3.1 条，只有开仓时间达到 5 分钟的已平仓交易被计算在交易手数内。

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

必须满足被推介人开户的 FXTM 富拓交易条款，通过推介链接追踪他/她介绍的客户。

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/她收到奖励前重新分配至一位代理商名下，则该被推介人将从本项目中移除，奖金将被取消。

The Reward

奖励

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.

对于每位合格的被推介客户，推介人和被推介客户只能获得一次奖励，无论该被推介客户达到交易条款多少次。



- 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.

推介人将从他/她参加本项目的 FXTM 富拓交易商处获得奖励，不管合格的被推介人在富拓品牌下哪个交易商开户以及满足交易条款。

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

被推介客户将从 FXTM 富拓获得奖励，奖金存入 MyFXTM 内的美元钱包，可转账至该客户的交易账户。

- 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 both the Referrer and Referral obtain 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.

奖金仅支付给状态为“已批准”客户且已达到操作协议标准要求的推介人和被推介客户。

仅当推荐人和推荐客户的状态均为“已批准”时，才会处理已产生的奖金支付

如果客户有任何的恶意操作被发现了，富拓的代表工作人员会尝试在 5 个工作日联系客户。如果没有联系上，该奖励不会被支付。

- 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.

奖金以周为支付周期，转账到推介人和被推介客户的账户余额中，可用于交易或提取。

- 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.

对于推介人，在本项目最高支付额和/或支付总额不超过 10,000（一万）美元，对于被推介客户最高支付额为 25 美元或 50 美元或等值金额。

- 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.

奖金相关信息以及被推介人和合格被推介人总数将显示在 "My FXTM" 中，推介人也会得到相应的通知。

The Referrer Link

推介人链接

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

推介人确认接受本项目推介链接的朋友：

- a) Consent to receive the Referrer Link; and



同意收到推介链接；

- b) Are older than 18 years old.

年满 18 周岁

- 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).

推介人承认并了解他/她不应向居住在 FXTM 富拓不提供服务的法律管辖地的朋友发布推介链接。

- 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.

推介人不应以非法的、毁谤性的、误导性的、淫秽的或任何其他有损 FXTM 富拓的方式使用推介人链接。

- 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.

如果推介人不恰当地使用推介人链接，推介人参加本项目的资格可能即刻被终止。

- 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.

推介人承认他/她对推介链接的使用全权负责，自主决定向朋友发布推介链接；推介人特此理解 FXTM 富拓对此不承担任何责任。

4. MISCELLANEOUS

其他事项

- 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陈述他/她有充分的权力和权利参加本项目并受条款约定以及履行本项目下的义务，根据推介人和被推介人适用的监管要求或他/她所居住的国家/地区，他/她能不受限制地参加本项目。

- 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.

推介人和被推介人应始终遵守他/她所居住国家/地区以及对其适用的法律和法规（包括但不限于数据保护和反垃圾邮件规定）。

- 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.

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推介人和被推介人在参与本项目期间始终承担诚信行事的责任，不能就 FXTM 富拓公司或本项目作任何虚假、误导性的陈述或声明和/或从事有损 FXTM 富拓形象、信誉或声誉的活动。

- 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.

由于推介人和被推介人而未能履行本条款的义务而对 FXTM 富拓造成直接或间接影响，推介人应赔偿富拓由此承担的债务、成本、索赔、要求以及任何形式的费用。

- 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现为 FXTM 富拓的代理机构，推介人和被推介人无权与 FXTM 富拓绑定在一起或以富拓的名义签约或令富拓承担义务。

- 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.

如果被推介客户与 FXTM 富拓沟通，他/她希望从某位推介人名下移除和/或取消与该推介人的关联，FXTM 富拓将作相应操作，该推介人对这位无关联被推介人没有任何权利。FXTM 富拓在任何情况下对上述移除产生的任何后果不承担责任。

- 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 富拓对任何合约、疏忽、侵权，严格责任或对任何间接，偶然，结果性，特殊，一般性或惩戒性损害赔偿（包括但不限于收入或商誉损失，预期利润或业务损失）等其他法律或衡平原则下的本条款主题事项均不负任何责任，即使 FXTM 富拓已被告知此类损害的可能性。此外，即使本条款中包含与此相反的内容，FXTM 富拓对这些条款产生的或与之相关的对推介人和被推介人的累积责任，无论是基于合同，疏忽，严格责任，侵权或其他法律或公平理论都不超过根据这些条款支付给推介人的奖金总额。

- 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 怀疑其有任何欺诈使用和/或滥用本项目和/或滥用奖



励和/或任何共谋和/或操纵和/或不符合本项目精神的不诚信和/或行为的企图和/或 套利和/或其他形式的欺骗性或欺诈性交易和/或其他活动和/或违反本条款和/或操作协议和/或 FXTM 的业务条款, FXTM 保留终止该推介人和被推介人参加本项目和/或取消所获得的奖励或由此赚得的利润的权利, 而不对任何后果负责。

- 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 富拓单独或部份行使任何权利、未能或延迟行本协议下或法律规定的之任何权利、权力或补偿不得被视为弃权, 不表示 FXTM 富拓放弃对以后或进一步对该权利、权力或补偿之行使。

- 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.

本项目下提供给 FXTM 富拓的权利和补偿具有累积性, 不排除法律规定的任何权利或补救措施。

- 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认 FXTM 富拓有权在自由裁量认为适当情况下变更、修正、中止、取消或终止本项目或本项目的任何方面或向推介人发出书面通知后随时终止该推介人参加本项目资格的权利。在任何情况下, 富拓不负责由于本项目的更改、修正、中止、取消或终止造成的任何结果。

- 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.

在出现任何对于上述适用的条款和条例的争议或错误解释的情况下, 该争议或错误解释应由本公司本着诚信善意原则, 由其在单独和绝对自由裁量之下做出其认为适当的行为。本公司的决定为终局性, 具有约束力。

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

本项目不产生推介人、被推介人和 FXTM 富拓任何合作、合资、代理、特许经营、销售代表或雇员关系。

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

本项目中所用的标题仅为方便参考, 不对条款有任何限制或影响。

- 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.

无论本文件的翻译语言的情况如何, 在出现两种语言的任何不符的情况下, 均以英语版本为准。

Example:

举例 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

IT'S FOREX TIME

FXTM 富拓客户先生已同意本条款，他在 2019 年 3 月 1 日与他的朋友 X 先生分享他在 MyFXTM 中获得推介链接。

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

X 先生点击推介链接后，在 FXTM 富拓成功注册并开设了账户。

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

2019 年 3 月 15 日 X 先生在他的标准账户中存入 100 美元并在 3 月 20 日完成交易 3 个标准手。

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

这样，FXTM 富拓客户先生和 X 先生均有资格获得 25 美元作为奖励。

Example 2:

举例 2:

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

FXTM 富拓客户先生已同意本条款，他在 2019 年 6 月 1 日与他的朋友 Z 先生分享他在 MyFXTM 中获得推介链接。

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

Z 先生点击推介链接后，在 FXTM 富拓成功注册并开设了账户。

On the 20th of June 2019 Mr. Z, deposits in his Standard Account an amount of 100 USD and completes trading of 10 Standard lots on the 30th of June 2019.

2019 年 6 月 20 日 Z 先生在他的标准账户中存入 100 美元并在 6 月 30 日完成交易 10 个标准手。

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".

这样，FXTM 先生和 Z 先生都有资格获得 \$ 50 的奖励，前提是他们都获得了“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.

请注意，如果出现两种语言有任何不符的情况下，均以英语版本为准。

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