

# FXTM LOYALTY CASHBACK FXTM 富拓忠誠度返現 TERMS & CONDITIONS

條例和條款

#### INTRODUCTION

# 引言

he FXTM Loyalty Cashback Terms & Conditions (hereinafter referred to as the "**Loyalty T&Cs**") is applicable to all approved Clients of FXTM<sup>1</sup>.

FXTM 富拓忠誠度返現活動條例和條款(下稱**"忠誠度條款"**)適用於 FXTM 富拓 <sup>1</sup> 所有已獲得批準的客戶。

#### 1. INTERPRETATION OF TERMS

# 術語釋義

**1.1.** In these Loyalty T&Cs, the following words shall have the following meaning: 在忠誠度條款中,以下術語釋義如下:

"Account" shall mean a trading account designated by the Client in MyFXTM for the purposes of these Loyalty T&Cs.

"賬戶"指客戶為參加本次活動在 MyFXTM 內指定的交易賬戶。

"Active Period" shall mean a 30 (thirty) consecutive calendar days' period which starts to run from the day of the first deposit made by the Client during the period mentioned in Clause 1 herein in the Account. It shall run afresh from the day of any subsequent deposit made during the Program period mentioned in Introduction Clause above.

**"活躍期"**指客戶在條款 1 所述期間內在賬戶中首次入金當日開始的 30 (三十) 個連續日歷日。它在活動期間任意後續入金當日重新開始計算。

"Confirmed Level Period" shall mean the period where the Client's Current Level is reviewed and changed if required. It equals 30 (thirty) calendar days for the current Loyalty T&Cs and starts at the time of the first deposit, of any amount, made by the Client after the acceptance of the current Loyalty T&Cs. It is further understood that, every-time the Client's Current Level is upgraded or downgraded, following the performance of rules-check by FXTM in Clause 4.6. below herein, such action, shall restart this period.

"確認等級期"指對客戶當前的等級進行評估和調整的時期。它相當於客戶接受忠誠度條款完成 首次入金(任意金額)後的 30(三十)個日歷日。在 FXTM 富拓根據下述第 4.6 條執行核查 後,每一次客戶的當前等級被上調或下降時,這一時期重新開始。

<sup>1</sup> FXTM shall refer to Exinity Limited (available at www.forextime.com). FXTM 富拓指 Exinity Limited (<a href="https://www.forextimechina.com.cn/hk">https://www.forextimechina.com.cn/hk</a>)。

"Current Level" shall mean the level the Client currently has in accordance with the Table below and the current Loyalty T&Cs for which the Client will get rebates for and in accordance with all level upgrades/downgrades. It is further understood that the Current level is capped with the Client's Maximum level listed in the Table below.

**"當前等級"**指客戶根據下表當前適用的等級以及對應的返現水平。當前等級受限於下表所列的客戶最高等級。

"Level" shall mean the Rebate which the Client is eligible to receive subject to Maximum Payouts as per the applicable Level(s) in the Table below herein. It is further understood that the Rebate shall be provided in the form of cash-back to the Client's Account and will be available either for withdrawal or can be used for trading purposes.

"等級"指客戶根據下表所列的適用的等級有資格收到的不超過最高支付額的返現。返現以返還現金到賬戶的形式提供,可用於提取或用於交易目的。

"Level Review Period" shall mean a period at the end of which the Client's Current Level is reviewed and changed if required and equals to 30 calendar days. The Level Review Period starts at the moment of the first deposit made after the T&Cs have been accepted. The Level Review Period should restart after Level is upgraded/downgraded.

"等級評審期"指對客戶當前級別進行評審和調整的時期,相當於30個日歷日。等級評審期從客戶接受活動條款並完成首次入金後開始。等級評審期在等級升級/降級後重新開始。

"Lots Calculation Period" shall mean from Monday 00.01 to Friday 24.00<sup>2</sup>.

"手數計算期"指周一 00.01 至 周五 24.00<sup>2</sup>。

"Maximum Available Rebate Level" shall mean the rebate level the Client is allocated in accordance to his/her NET Deposit.

"最高可獲得返現等級"指客戶根據他/她的凈入金額相應分配的返現等級。

"Maximum Payout" shall mean the amount of money that the Client may get from Rebates depending on the Client's Current level.

"最高支付額"指根據客戶當前等級可獲得的返現金額。

"Minimum Account Activation Deposit" shall mean the minimum deposit that Client needs to deposit to start trading on his/her trading account.

"最低賬戶激活入金"指客戶開始在他/她的賬戶中交易所需存入的最低金額。

Times mentioned herein shall refer to EEST/EET (as applicable). 時間指 EEST/EET (根據適用情況)。

- "Mobile Application" or "Mobile App" shall mean computer program "FXTM Trader" designed for Android and IOS in order to run on a mobile device such as a phone or a tablet.
- "移動應用軟件"或"移動 APP"指計算機程序"FXTM Trader",適用於安卓和 IOS 系統,目的是在手機或平板電腦商運行移動設備。
- "Net Deposit(s)" shall mean the difference between deposit(s) and withdrawal(s) made by the Client, following the acceptance of these Loyalty T&Cs, in any account(s) the Client maintains with the broker<sup>3</sup> (including trading accounts and wallets as appeared in MyFXTM) within the Program period. For the purposes of the present Loyalty T&Cs, whereas the difference is negative, the balance of the Net Deposit(s) shall be considered as zero.
- **"凈入金"**指客戶在接受忠誠度條款後在第一條所述的活動期內在交易商<sup>3</sup>處維持的任何賬戶(包括 交易賬戶以及在 MyFXTM 內的錢包)中入金和出金的金額差。在本活動中,如果差為負數,那 麽入金淨額被認為是零。
- "Program period" shall mean period that starts on the 30<sup>th</sup> of March 2017 and ends up on the 30<sup>th</sup> of July 2021.
- "活動期"指 2017 年 3 月 30 日 2021 年 07 月 30 日。
- "Program Double Rebate Period" shall mean the period from 02<sup>nd</sup> of December 2019 to 05<sup>th</sup> of January 2020.
- "雙倍返現期"指 2019 年 12 月 2 日 2020 年 1 月 5 日。

## 2. ELIGIBILITY CRITERIA

# 合格標準

**2.1.** The FXTM "Loyalty Cashback" Terms & Conditions (hereinafter referred to as the "Terms") is applicable to all Clients of FXTM who are approved, are eligible to trade and who during the Program period:

FXTM 富拓 "忠誠度返現"活動條例和條款(下稱"條款")適用於所有富拓審核通過,並在活動期有資格 交易的客戶:

a) Run an account (except of "demo" account) with FXTM as per the applicable Minimum Account Activation Deposit and/or other requirements of FTXM<sup>4</sup>, and

Broker means the FXTM broker under which the Client is participating in these Terms & Conditions. 交易商指客戶參加本活動的 FXTM 富拓交易商。

<sup>4</sup> Available in FXTM's website (available at www.forextime.com). 詳見 FXTM 富拓網站(https://www.forextimechina.com.cn/hk)

## subject to the present Loyalty T&Cs;

已開設交易賬戶("模擬"賬戶除外),滿足適用的富拓 4賬戶戶最低激活入金和/或其他要求,遵守本活動條款;

- b) Read and Accept the Loyalty T&Cs; and 閱讀並接受本活動條款;
- c) Make deposit(s) following (b) above. 符合以上 b)項條款後向賬戶入金。

## 3. TRADING TERMS

交易條款

**3.1.** These Loyalty T&Cs are applicable to all CFDs (excluding CFDs on shares), Forex, precious metals and commodity futures.

本忠誠度條款適用於所有 CFD (不包括股票 CFD)、外匯、貴金屬和商品期貨。

**3.2.** The Loyalty T&Cs are applicable to the following accounts only: MT4 Standard, Micro, Advantage MT4, Advantage Plus and the Strategy Account.

本忠誠度條款適用於以下賬戶類型: MT4 標準賬戶、微型賬戶、MT4 超低點差賬戶, 0 佣金賬戶以及操盤大師賬戶。

### 4. SPECIFIC TRADING TERMS

特別交易條款

**4.1.** The Client by accepting these Loyalty T&Cs shall be eligible to receive a rebate (hereinafter referred to as the "Rebate") in accordance with these Loyalty T&Cs. Rebate shall be calculated in accordance with the Client's current level in combination with the volume traded by the Client in the Account within the Active period.

接受忠誠度條款的客戶有資格根據本條款獲得返現(下稱"返現")。返現按客戶當前等級和在活躍期內賬戶交易量計算。

**4.2.** Should the Client open positions by using of the Mobile application, the Rebate indicated in Clause 4.5. (f) will be multiplied by 2 (two). Such a condition will take effect started from 17<sup>th</sup> of December 2018 until 31st of March 2019 and from 02nd of December 2019 to 05th of January 2020.

若客戶使用移動應用軟件建倉,第 4.5 條所指的返現將乘以 2 (二)。條款從 2018 年 12 月 17 日至 2019 年 3 月 31 日和從 2019 年 12 月 2 日至 2020 年 1 月 5 日有效。

**4.3.** Should the Client open positions during the Program Double Rebate Period, the Rebate indicated in Clause 4.5. (f) will be multiplied by 2 (two). Such a condition will take effect started from 02<sup>nd</sup> of December 2019 to 05<sup>th</sup> of January 2020.

若客戶在雙倍返現期內建倉,第 4.5 條(f)所指的返現將乘以 2 (二)。本條款從 2019 年 12 月 2 日至 2020 年 1 月 5 日有效。

4.4. Whereas the balance of Net Deposit(s) may change due to subsequent deposits and/or withdrawals, the Client shall be upgraded or downgraded to the applicable Level(s). Hence, the total amount of the Rebate(s) already credited to the Account by virtue of these Loyalty T&Cs and within the Program period, shall always be taken into account to determine whether the Maximum Payout of the new upgraded/downgraded Level(s) has been reached and if there is any remaining amount the Client may receive as Rebate subject to these Loyalty T&Cs.

鑒於凈入金額根據後續入金和/或出金可能發生變化,客戶將被升級或降級到相應等級。 因此在活動期內所獲得的已打到賬戶的返現總額,應始終考慮以確定新的升級/降級等級 的最高支付額是否已達到,如果還有余額,客戶可根據本條款以返現的形式獲得。

**4.5.** The Levels below are based on the Net Deposit(s) made within the Program period and correspond to Active and Confirmed Level Periods.

以下等級是基於活動期內的凈入金額,對應於活躍和確認等級期。

It is further understood and accepted by the Client that:

客戶應進一步理解並接受:

a) Transfers of funds between accounts are not considered as deposits for the purposes of the Net Deposit(s) calculation;

賬戶之間的資金轉賬不被看作用於計算凈入金的入金。

b) For existing Clients, FXTM shall take into consideration the Client's Current Net Deposit and the Maximum Payout;

對於現有客戶, FXTM 富拓應考慮客戶當前凈入金額和最高支付額。

c) New Clients with deposits made outside the Program period shall not be taken into consideration;

新客戶在活動期外的入金不應計算在內。

d) Clients that have already accepted these Loyalty T&Cs will have their Levels assessed according to the Level Review Period. If the Client is allocated in Level 1 as per the requirements in the Table below, the Client cannot be downgraded further. If the Client is allocated in Level 5 as per the requirements in the Table below, the Client cannot be upgraded further. It is further understood that, existing Clients shall be allocated a Level as per the Net Deposit money limits stated in the Table below herein;

已接受忠誠度條款的客戶將根據等級評估期進行等級評估。如果客戶根據下調被分配到等級 1,那麽該客戶不能被進一步降級。如果客戶被分配到等級 5,那麽該客戶不能被進一步 升級。現有客戶根據下表所列的經入金限額分配到某一等級。

e) In the cases where the Client's Maximum Available Rebate Level, that is based on his/her Net Deposit Level, was changed with withdrawal or deposit, the Client shall be instantly updated to the Level of his/her Net Deposit changed following which his/her Current Level will equal Maximum Level;

如果客戶的最高可獲得返現等級因出入金調整,該客戶應立即被調整至他/她的淨入金額對應的等級,他/她的當前等級應相當於最高等級。

f) The Maximum Payout of any upgraded Level shall be inclusive of each Maximum Payout of all its below Levels. Hence, the Maximum Payout and/or total entitlement under the current Loyalty T&Cs cannot exceed 10,000 USD.

升級後的等級最高支付額包含所有在它之下等級的每個最高支付額。因此,本活動最高支付額和/或返現總額不能超過 10.000 美元。

	Level 1 等級 1	Level 2 等級 2	Level 3 等級 3	Level 4 等級 4	Level 5 等級 5
Net Deposit(s) 凈入金	From \$1 Up to \$15,000 1-15,000 美元元	From \$15,001 UP to \$30,000 15,001- 30,000 美元	From \$30,001 UP to \$60,000 30,001 - 60,000 美元	From \$60,001 UP to \$120,000 60,001 - 120,000 美元	Above \$ 120,001 高于 120,001 美元
Rebate (cashback) per full completed lot <sup>5</sup> 每完整交易手 返現額 <sup>5</sup>	\$2 <sup>6</sup>	\$3 <sup>6</sup>	\$4 <sup>6</sup>	\$5 <sup>6</sup>	\$5 <sup>6</sup>
Frequency of the Rebate transfer(s) to Client's Account	Monday(s) following the Lots Calculation Period	Monday(s) following the Lots Calculation Period	Monday(s) following the Lots Calculation Period	Monday(s) following the Lots Calculation Period	Monday(s) following the Lots Calculation Period
返現轉賬至客 戶賬戶的頻率	手數計算期後 的周一	手數計算期後 的周一	手數計算期後 的周一	手數計算期後 的周一	手數計算期後 的周一
Maximum Payout 最高支付額	\$500 <sup>7</sup>	\$1,500	\$3,000	\$5,000	\$10,000
Upgrade or Downgrade by FXTM 由 FXTM 富拓 升級或降級	Automatically 自動	Automatically 自動	Automatically 自動	Automatically 自動	Manually 自動

<sup>5</sup> 

The Rebate for mini lot(s) (0.1) and micro lot(s) (0.01) completed shall be calculated accordingly (e.g. 0.20USD per mini lot for Level 1). Standard (full completed) lot size on Cent server is 0.01 Lots or 1000 units. 完成迷妳手(0.1)和微型手(0.01)交易的返現應作相應計算(比如等級 1,每迷妳手獲得 0.20 美元返現)。美分服務器的完整標準手為 0.01 手或 1000 單位。

Where the Account is in any currency other than USD the Rebate shall be converted to the Account's currency. 若賬戶以美元以外的貨幣計價,返現額應兌換為賬戶貨幣。

<sup>7</sup> If the Net Deposit(s) falls within 250 USD - 5,000USD the Maximum Payout shall be 500 USD. For deposit(s) below 250USD, the Maximum Payout shall be 200% on the deposit(s). 如果淨入金額在 250-5000 美元,最高返現支付額為 500 美元。若入金低於 250 美元,最高返現額為入金的 200%。



## 4.6. Confirmed Level Period Requirements

確認等級期要求

Clients current level shall be reviewed and consequently upgraded and/or downgraded at the end of the Confirmed Level Period based on the rules mentioned below herein and his/her Maximum Available Rebate Level.

客戶當前等級應根據下述規則和他/她最高可獲得返現等級在每個確認等級期結束時進行評估並相應升級和/或降級。

The Client must fulfill the following two rules at all times in order for him/her to keep his/her Level.

要保持他/她的等級,客戶必須始終滿足以下兩條規定。

Rule 1 – Deposit Rule: During the Confirmed Level Period, the Client should deposit an amount equivalent to or above the Minimum Trading Account Activation Deposit.

規定 1-入金規則: 在確認等級期,客戶應存入等於或高於最低交易賬戶激活入金額。

It is further understood that, all subsequent deposits made during the particular Confirmed Level Period shall be taken into consideration. Deposits will be counted in assigned trading account currency. Recalculation in the trading account currency will be done at the deposit moment.

在某一確認等級期內的所有後續入金都被考慮在內。入金將以交易賬戶貨幣計算。交易賬戶貨幣重新計算將在入金時進行。

Rule 2 – Trade Rule: During the Confirmed Level Period the Client should trade a specific number of lots as follows:

規定 2 - 交易規則: 在確認等級期內,客戶應交易一定量手數,具體如下:

等級 1:1 < 手數 <30

等級 2:30 < 手數 <=60

等級 3:60 < 手數 <=120

等級 4: 120< 手數 <=200

等級 5: >200

**4.7.** Should the Client fail at any time the above-mentioned Rules, FXTM shall downgrade the Client by one (1) level at the end of the period, while his/her trading balance and Net Deposit shall remain the same.

若客戶未達到上述規定的要求,FXTM 富拓將在確認等級期末把客戶的等級調降 1(一)級,他/她的交易賬戶余額和凈入金額保持不變。

**4.8.** Clients may change levels when they make a deposit. In these cases, it is understood that they automatically fulfill the Minimum Account Activation Deposit for the Confirmed Level Period. When such deposit is made by the Client, FXTM, shall proceed with Level checks in 30 (thirty) calendar days following the deposit provided that the Client has not reset the period within these 30 (thirty) calendar days.

當客戶入金時,等級可發生變化。客戶應理解他們自動達到確認等級期最低賬戶激活入金。客戶完成此類入金後,FXTM 富拓應在入金後的 30 (三十) 個日歷內進行等級核查,前提是客戶未在這 30 (三十) 個日歷日內重置時期。

4.9. Should the Client's Current Level be less than his/her Maximum Available Rebate Level and he/she fulfilled the conditions in Clause 4.7. above herein, in the interval of Current Level to Maximum Level including, the Client shall be upgraded to the relevant Level accordingly. It is further understood that, should the Client fulfill the rules for his/her Current Level he/she can either be upgraded and/or kept his/her level.

若客戶當前的等級低於他/她最高可獲得返現等級且他/她達到上述第 4.7 條的要求,在當前等級至最高等級區間內,該客戶將被升級至相應等級。如果客戶達到他/她當前等級的規定,他/她可被升級和/或保持他/她的等級。

**4.10.** After the Confirmed Level period restarts all values according to rules will restart too.

在確認等級期重新開始後,根據規則,所有的數值也重新開始計算。

**4.11.** The Maximum Payout shall be displayed in a virtual wallet visible to Client through MyFXTM after the relevant deposit with FXTM has been processed.

在相關入金得到處理後,客戶可在 MyFXTM 內的虛擬錢包中看到最高支付額。

**4.12.** Subject to the volume traded by the Client in the Account, the Client shall receive the Rebate of \$2/\$3/\$4/\$56 per full completed lot5 within the Lots Calculation Period depending on the applicable Level at the time of the closing of the position(s).

根據客戶在賬戶中的交易量,客戶應獲得手數計算期內每完整交易手 <sup>5</sup>返現 2 美元/3 美元/4 美元/5 美元 <sup>6</sup>,具體取決於平倉時適用的返現等級。

**4.13.** All trading activity must be completed within 30 (thirty) calendar days from the day of the latest deposit made within the Program period. Any withdrawals made within the Program period will affect the Levels and the calculation of Rebates accordingly.

所有交易活動必須在第一條所述活動期內最近一次入金當天起 **30** (三十) 個日歷日內完成。在活動期內出金將影響等級和返現的計算。

**4.14.** The Rebate calculated in the applicable Lots Calculation Period shall be credited to the Account at the end of the Lots Calculation Period, the following Monday by 09:00<sup>2</sup>.

在適用的手數計算期內計算的返現應在手數計算期結束後的接下來一個周一 09:00<sup>2</sup> 前打到客戶賬戶中。

**4.15.** The Client's withdrawal requests shall be processed normally during the Program period subject to the Operative Agreements<sup>8</sup>.

在活動期內,客戶的出金請求按操作協議8正常處理。

**4.16.** For the purposes of the present Loyalty T&Cs and in relation to the Rebates Timeline Active Period and Client's Current Level:

在本忠誠度條款中, 涉及到返現時間表活躍期和客戶的當前等級:

"Level 1" applies where the Net Deposit(s) is from 1USD to 15,000 USD or Client was downgraded according to the rules above. The Client who falls within Level 1 shall receive to the Account the Rebate of 2 USD per full completed lot<sup>5</sup>; if the Net Deposit(s) falls within 250 USD -15,000 USD the Maximum Payout shall be 500 USD; if the deposit(s) falls below 250 USD the Maximum Payout shall be 200% on deposit(s).

"等級 1"指凈入金額在 1-15000 美元或根據上述規定客戶被降級至這一等級。進入這個等級的客戶將獲得每完整交易手 5 2 美元的返現;如果凈入金額在 250-15000 美元,那麼最高返現支付額為 500 美元;如果凈如金額低於 250 美元,那麼最高支付額應為入金額的 200%。

"Level 2" applies where the Net Deposit(s) is from 15,001 USD to 30,000 USD or Client was upgraded and/or downgraded according to the rules above. The Client who falls within Level 2 shall receive to the Account the Rebate of 3 USD per full completed lot<sup>5</sup>; Maximum Payout being 1,500 USD.

"等級 2"指凈入金額在 15001-30000 美元或根據上述規定客戶被升級/降級至這一等級。進入這個等級的客戶將獲得每完整交易手 53 美元的返現,最高返現支付額為 1500 美元。

Exinity Limited (<a href="www.forextime.com">www.forextime.com</a>) is licensed by the Financial Services Commission, Mauritius as an Investment Dealer under License number C113012295

Available at <u>www.forextime.com</u>. 詳見 <u>https://www.fxtmpartners.com/hk</u>

"Level 3" applies where Net Deposit(s) is from 30,001 USD to 60,000 USD or Client was upgraded and/or downgraded according to the rules above. The Client who falls within Level 3 shall receive to the Account the Rebate of 4 USD per full completed lot⁵; Maximum Payout being 3,000 USD.

"等級 3"指凈入金額在 30001-60000 美元或根據上述規定客戶被升級/降級至這一等級。進入這個等級的客戶將獲得每完整交易手 54 美元的返現,最高返現支付額為 3000 美元。

"Level 4" applies where the Net Deposit(s) is from 60,001 USD to 120,000 USD or Client was upgraded and/or downgraded according to the rules above. The Clients who falls within Level 4 shall receive to the Account the Rebate of 5 USD per full completed lot<sup>5</sup>; Maximum Payout being 5,000 USD.

"等級 4"指凈入金額在 60001-120000 美元或根據上述規定客戶被升級/降級至這一等級。 進入這個等級的客戶將獲得每完整交易手 ⁵5 美元的返現,最高返現支付額為 5000 美元。

"Level 5" applies where net deposit(s) is above 120,001 USD and above. The Client who falls within Level 5 shall receive to the Account the Rebate of 5 USD per full completed lot<sup>5</sup>; Maximum Payout being 10,000 USD.

"等級 5"指凈入金額在 120001 美元及以上。進入這個等級的客戶將獲得每完整交易手 ⁵5 美元的返現,最高返現支付額為 10000 美元。

#### 5. MISCELLANEOUS

### 其他

**5.1.** Only positions that were opened and closed during the Program period, provided that they were open for more than 5 minutes, will be eligible in accordance with the current Loyalty T&Cs.

只有活動期中開倉和平倉且開倉時間超過5分鐘的交易才會被計入交易手數。

**5.2.** FXTM, in its sole and absolute discretion, shall have the right to approve and/or exclude Clients of Introducing Partners (Introducers) of FXTM Partners as these may participate in accordance with the current Loyalty T&Cs. Further, FXTM shall have the right to deduct

<sup>&</sup>lt;sup>9</sup> "Introducing Partner" or "Introducer" shall mean any legal entity and/or a natural person obtaining remuneration from FXTM Partners for acting as mediator between Clients and any one of the Companies as per the provisions of the "Introducers Agreement" entered into between the parties.

<sup>&</sup>quot;代理合作夥伴"或"代理商"指根據雙方前簽訂的"代理商協議"作為客戶和公司之間的中間人從 FXTM Partners 取得報酬的任何法律實體和/或自然人。

Available at <a href="https://www.fxtmpartners.com">https://www.fxtmpartners.com/hk</a>

50% of the Rebate payable to such Clients from any payment due to the Introducers as per their agreement with Pinnacle Services Ltd (FXTM Partners).

FXTM 富拓有權自行批準和/或不批準 FXTM Partners<sup>10</sup>的代理合作夥伴(代理商)<sup>9</sup>的客戶 參加本次活動。此外,根據他們與 Pinnacle Services Ltd (FXTM 富拓合作夥伴)達成的協議, FXTM 富拓有權從應向代理商支付的金額中扣除應付給此類客戶的返現的 50%。

**5.3.** In the event of any dispute or misinterpretation of the above applicable Loyalty T&Cs, such dispute or misinterpretation shall be resolved by FXTM, acting in good faith and as it shall, in its sole and absolute discretion, deem fit and proper. FXTM's decision shall be final and binding.

在出現任何對於上述適用的條例和條款的爭議或誤解的情況下,該爭議或誤解應由 FXTM 富拓本著誠信善意原則,由其在單獨和絕對自由裁量之下做出其認為適當的行為。本公司的決定具有終局性和約束力。

- **5.4.** FXTM has the right to disqualify any Client who has accepted the current Loyalty T&Cs if: 在以下情況下, FXTM 富拓有權取消客戶參加活動的資格:
  - A breach of these Loyalty T&Cs and/or of any term of the Operative Agreements occurs:

違反上述忠誠度條款和/或操作協議任何條款的行為;

- b) The Client has more than one entry in the current Loyalty T&Cs; 客戶報名參加本活動次數超過一次;
- c) FXTM has reasonable grounds to believe a misuse of the current Loyalty T&Cs; 本公司有合理理由相信本次活動被濫用:
- d) The Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in the spirit of the current Loyalty T&Cs.

客戶有欺詐和/或濫用和/或欺騙和/或不符合本活動精神的行為。

**5.5.** FXTM has the right to alter the Loyalty T&Cs at its discretion. FXTM may suspend or terminate the current Loyalty T&Cs if a situation arises where the conditions are unfair for more participants. FXTM has the right to suspend or terminate the current Loyalty T&Cs if its continuation is rendered impossible due to extraordinary circumstances beyond the control of FXTM (natural disasters, political conflicts etc.).

FXTM 富拓有權自主決定修改忠誠度條款。如果出現對更多參與者不公平的情況, FXTM 富拓可暫停或終止本次活動。如果因超出 FXTM 富拓控制的異常情況(自然災害、政治沖突等)導致活動不可持續,本公司有權暫停或終止本次活動。

**5.6.** By accepting the current Loyalty T&Cs, the Client acknowledges that he has read and agreed to be bound by these Loyalty T&Cs together with the Operative Agreements as well as to all other Business terms and conditions as these may be applicable and/or amended from time to time.

參加本活動,客戶即承認已經閱讀並同意接受本活動的條例和條款、操作協議以及所有其他 的商業條例和條款及相關修訂。

**5.7.** 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。

#### **Examples** in relation to the Active Period:

活躍期舉例:

A. Mr. FXTM Client deposited 200USD on the 3<sup>rd</sup> of April 2019, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 1. Consequently, Mr. FXTM Client, is eligible to receive up to a Maximum Payout of 400USD, calculated as the 200% of his deposit of 200USD. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client traded in the Account XYZ 60 lots during the first Calculation Period and will thus receive 120USD in the Account XYZ the following Monday (calculated as follows: 2USD multiplied by 60 Lots traded), which he can withdraw or use to trade. Mr. FXTM Client shall continue to receive 2USD for every Lot traded in the Account XYZ during the 30 (thirty) days following the 3<sup>rd</sup> of April 2019 (deposit day). In any event, if no further deposits are made, within the Program period, the total payout the Client may receive cannot exceed the maximum of 400USD.

FXTM 富拓客戶先生在 2019 年 4 月 3 日入金 200 美元,已接受本活動條款並在 MyFXTM 內指定參加本活動的賬戶 XYZ。他的入金額對應於等級 1。這樣,這位客戶有資格獲得最高 400 美元返現額,這是按照其入金 200 美元的 200%計算的。這個最高支付額顯示在虛擬錢包中。這位客戶在第一個計算期在賬戶 XYZ 中交易了 60 手,這樣他將在接下去的周一在賬戶中獲得 120 美元(計算方法: 2 美元\*60 手),他可以提取返現金或用於交易。在 2019 年 4 月 3 日(入金日)後的 30(三十天)內繼續收到每手交易 2 美元。如果不進一步入金,在活動期內該客戶可獲得的總返現額不能超過 400 美元的最上限。

B. Mr. FXTM Client deposited 50,000USD on the 3rd of April 2019, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client is eligible to receive up to a Maximum Payout of 3,000USD. This Maximum Payout of 3,000USD shall be visible in a virtual wallet. Mr. FXTM Client on 23rd of April 2019 has closed some of his opened positions pursuant to the Loyalty T&Cs; his traded Lots for the purposes of this Promotion were calculated to 625 Lots. Mr. FXTM Client has received in the Account XYZ, the following Monday, the total amount of 2,500USD (calculated as follows: 4USD)

multiplied by 625 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client, who still has some opened positions decides to withdraw 45,000USD and he therefore now downgrades automatically to Level 1. Mr. FXTM Client on the 25th of April 2019 closes the rest of his positions; his traded Lots in Account XYZ were calculated to 50 Lots. However, Mr. FXTM is not entitled to any further Rebate as he has already exceeded the Maximum Payout of Level 1.

FXTM 富拓客戶先生在 2019 年 4 月 3 日入金 50,000 美元,已接受本活動條款並在 MyFXTM 內指定參加本活動的賬戶 XYZ。他的入金額對應於等級 3。這樣,這位客戶有資格獲得最高 3000 美元返現額。這個最高支付額顯示在虛擬錢包中。這位客戶在 4 月 23 日部分平倉;他的交易手數為 625 手。這樣他將在接下去的周一在賬戶 XYZ 中獲得 2500 美元(計算方法: 4 美元\*625 手),他可以提取返現金或用於交易。這位客戶仍有一些未平倉的交易,他決定出金 45,000 美元,現在他自動降級為等級 1。這位客戶在在 4 月 25 日關閉了余下倉位;他在賬戶 XYZ 的交易手數為 50 手。不過,這位客戶不能再獲得返現了,因為他獲得的返現已經超過了等級 1 的最高支付額。

C. Mr. FXTM Client deposited 50,000 USD on the 3<sup>rd</sup> of April 2019, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client is eligible to receive a Maximum Payout of 3,000 USD. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client on 23<sup>rd</sup> of April 2019 has closed some of his opened positions pursuant to the Loyalty T&Cs; his traded Lots in the Account XYZ for the purposes of this Promotion were calculated to 5 Lots. Mr. FXTM Client has received in his Account XYZ, the following Monday, the total amount of 20USD (calculated as follows: 4USD multiplied by 5 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client, who still has some opened positions, decides to withdraw 45,000USD and he therefore now downgrades automatically to Level 1. Mr. FXTM Client on the 25th of April 2019 closes the rest of his positions; his traded lots in the Account XYZ were calculated to 50 Lots. However, Mr. FXTM is entitled to receive in the Account XYZ, a Rebate of 100USD the following Monday (calculated as follows: 2USD multiplied by 50 Lots traded), which he can withdraw or use to trade. Mr. FXTM Client shall continue to receive 2USD for every Lot traded in the Account XYZ during the rest of 30 (thirty) days following the 3<sup>rd</sup> of April 2019 (deposit day). On the 27th of April 2019, Mr. FXTM Client deposits 120,000 USD and he thus now falls within Level 5 (upgraded manually). Consequently, Mr. FXTM Client is eligible to receive up to a further Rebate of 9,880 USD (calculated as follows: 10,000USD (Maximum Payout) - 20 USD (Rebate at Level 3) -100 USD (Rebate at Level 1)). Mr. FXTM Client traded in the Account XYZ 200 Lots during the next days of the Calculation Period and will thus receive 1,000 USD in the Account XYZ the following Monday (calculated as follows: 5 USD multiplied by 200 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client shall continue to receive 5 USD for every lot traded in the Account XYZ during the rest of the 30 (thirty) days following 27<sup>th</sup> of April 2019 (latest deposit day) and level check succeeds, up to a maximum of 8,880 USD (calculated as follows: 10,000 USD (Maximum Payout) - 20 USD (Rebate at Level 3) – 100 USD (Rebate at Level 1) – 1,000 USD (Rebate at Level 5)). In any event, the total payout the Client may receive cannot exceed the maximum of 10.000 USD.

FXTM 富拓客戶先生在 2019 年 4 月 3 日入金 50,000 美元,已接受本活動條款並在 MyFXTM 內指定參加本活動的賬戶 XYZ。他的入金額對應於等級 3。這樣,這位客戶有

資格獲得最高 3000 美元返現額。這個最高支付額顯示在虛擬錢包中。這位客戶在 4 月 23 日部分平倉;他的交易手數為 5 手。這樣他將在接下去的周一在賬戶 XYZ 中獲得 20 美元(計算方法:4 美元\*5 手),他可以提取返現金或用於交易。這位客戶仍有一些未 平倉的交易,他決定出金 45,000 美元,現在他自動降級為等級 1。這位客戶在在 4 月 25 日關閉了余下倉位;他在賬戶 XYZ 的交易手數為 50 手。這位客戶可在賬戶 XYZ 內在接下去的周一獲得返現 100 美元(計算方法:2 美元\*50 手),他可以提取返現金或用於交 易。該客戶可在 2019 年 4 月 3 日(入金日)後的 30 (三十天)內繼續收到每手交易 2 美元。2019 年 4 月 27 日,這位客戶入金 120,000 美元,這樣他升級至等級 5 (手動升 級)。該客戶有權獲得更多的返現 9,880 美元(計算方法:10,0000 美元(最高返現額)20 美元(等級 3 返現)-100 美元(等級 1 返現))。該客戶在手數計算期內在賬戶 XYZ 中交易 200 手,這樣他在在接下去的周一獲得返現 1,000 美元(計算方法:5 美元\*200 手),他可以提取返現金或用於交易。該客戶可在 2019 年 4 月 27 日(最近一次入金日)後的30 (三十天)內繼續收到每手交易 5 美元,最高返現額 8,880 美元(計算方 法:10,0000 美元(最高返現額)-20 美元(等級 3 返現)-100 美元(等級 1 返現)-1000 美元(等級 5 返現)。在任何情況下,該客戶總計收到的返現不能超過 10,000 美 元的最上限。

#### **Examples** in relation to the Confirmed Level Period:

確認等級期舉例:

Mr. FXTM Client deposited 50,000 USD on the 3<sup>rd</sup> of April 2019, having accepted the A.1 Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client, is eligible to receive up to a Maximum Payout of 3,000 USD. His level will be reviewed according to rules after 30 days. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client traded in the Account XYZ 60 Lots during the first Calculation Period and will thus receive 240 USD in the Account XYZ the following Monday (calculated as follows: 4 USD multiplied by 60 Lots traded), which he can withdraw or use to trade. As Mr. FXTM Client shall continue to receive 4 USD for every Lot traded in the Account XYZ during the 30 (thirty) days following the 3<sup>rd</sup> of April 2019 (deposit day). After the 30 days on 3<sup>rd</sup> of May 2019, the check is performed and he fulfills the rules, the next check period restarts at the moment, so after 30 days from the current moment he will be checked again. The check is performed on 3<sup>rd</sup> of June 2019, Mr. FXTM Client fails one of the rules (deposit rule), so, he will be downgraded to Level 2. In any event, if no further deposits are made, within the Program period, the total payout the Client may receive cannot exceed the maximum of 1,500 USD.

FXTM 富拓客戶先生在 2019 年 4 月 3 日入金 50 000 美元,已接受本活動條款並在 MyFXTM 內指定參加本活動的賬戶 XYZ。他的入金額對應於等級 3。這樣,這位客戶有資格獲得最 高 3000 美元返現額。他的等級將在 30 天後按照規則進行評估。這個最高支付額顯示在虛 擬錢包中。這位客戶在第一個計算期在賬戶 XYZ 中交易了 60 手,這樣他將在接下去的周一 在賬戶中獲得 240 美元(計算方法: 4 美元\*60 手),他可以提取返現金或用於交易。在 2019 年 4 月 3 日(入金日)後的 30 (三十天)內繼續收到每手交易 4 美元。在 30 天後,2019 年 5 月 3 日,等級核查進行並達到規定要求,下一檢查期立即重新開始,這樣從當前時刻開始的 30 天後他將再度被核查等級。核查在 2019 年 6 月 3 日進

行,他未達到其中一條規定(入金規則),他將被降級至等級 2。在任何情況下,若無進一步入金,在活動期內該客戶可獲得總支付額不能超過 1500 美元的最高額。

Mr. FXTM Client deposited 50,000 USD on the 3rd of April 2019, having accepted the A.2 Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client, is eligible to receive up to a Maximum Payout of 3,000 USD. His level will be reviewed according to rules after 30 days. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client traded in the Account XYZ 60 lots during the first Calculation Period and will thus receive 240 USD in the Account XYZ the following Monday (calculated as follows: 4 USD multiplied by 60 Lots traded), which he can withdraw or use to trade. As Mr. FXTM Client shall continue to receive 4 USD for every Lot traded in the Account XYZ during the 30 (thirty) days following the 3<sup>rd</sup> of April 2019 (deposit day). After the 30 days on 3<sup>rd</sup> of May 2019, the check is performed and he fulfills the rules, the next check period restarts at the moment, so after 30 days from the current moment he will be checked again. The check is performed on 3<sup>rd</sup> of June 2019, Mr. FXTM Client fails one of the rules (deposit rule), so, he will be downgraded to Level 2. Next rule check will be performed on 3<sup>rd</sup> July 2019. Mr. FXTM Client deposits minimum trading account activation deposit on 20th of June 2019. On 2<sup>nd</sup> July 2019, he also finishes his 61 Lot during the Confirm Level Period. So, he is upgraded in the end of Confirmed Level Period after the check on 3<sup>rd</sup> July 2019 to Level 3. In any event, if no further deposits are made, within the Program period, the total payout the Client may receive cannot exceed the maximum of 3,000 USD.

FXTM 富拓客戶先生在 2019 年 4 月 3 日入金 50 000 美元,已接受本活動條款並在 MyFXTM 內指定參加本活動的賬戶 XYZ。他的入金額對應於等級 3。這樣,這位客戶有資格獲得最高 3000 美元返現額。他的等級將在 30 天後按照規則進行評估。這個最高支付額顯示在虛 擬錢包中。這位客戶在第一個計算期在賬戶 XYZ 中交易了 60 手,這樣他將在接下去的周一 在賬戶中獲得 240 美元(計算方法: 4 美元\*60 手),他可以提取返現金或用於交易。在 2019 年 4 月 3 日(入金日)後的 30(三十天)內繼續收到每手交易 4 美元。在 30 天後,2019 年 5 月 3 日,等級核查進行並達到規定要求,下一檢查期立即重新開始,這樣從當前時刻開始的 30 天後他將再度被核查等級。核查在 2019 年 6 月 3 日進行,他未達到其中一條規定(入金規則),他將被降級至等級 2。下一次規則核查在 2019 年 7 月 3 日進行。該客戶在 6 月 20 日存入最低交易賬戶激活入金。2019 年 7 月 2 日,他在確認等級期內完成了 61 手。這樣他在確認等級期結束在 2019 年 7 月 3 日核查完成後獲得升級。在任何情況下,若無進一步入金,在活動期內該客戶可獲得總支付額不能超過 3000 美元的最高額。