

**EARN INTEREST PROMOTION  
TERMS AND CONDITIONS**

**賺取利息推廣優惠  
條款及條件**

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.**

無須購買。若受限制即告無效。

These Terms and Conditions were last modified in 7<sup>th</sup> July 2014.  
本條款及條件的最後更新日期為 2014 年 7 月 7 日。

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

推廣：本推廣是福匯金業有限公司(「福匯」)根據此等推廣的條款及條件(「推廣條款」)而向福匯的客戶(「閣下」或「閣下的」)提供的推廣(「推廣」)。

**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.

具有約束力的協議：閣下同意，透過參加推廣，閣下將會受到推廣條款及適用於閣下賬戶的福匯業務條款(「福匯條款」)所約束。如福匯條款與此等推廣條款有任何衝突或歧義，概以福匯條款為準。

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

資格：要符合資格參加推廣，閣下必須：

3.1. hold a USD or HKD denominated account with FXCM (“Account”); and  
持有福匯的美元或港元結算賬戶(「賬戶」)；及

3.2. be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);  
年滿十八歲以上或達到閣下所屬司法管轄區的成年歲數以上(假如閣下是個別人土)；

3.3. not be a client of FXCM Pro.  
並非 FXCM Pro 的客戶。

(the “Qualifying Applicant”).  
(「合資格申請人」)。

4. **DURATION:** The promotion starts on January 20<sup>th</sup> 2014 at 12:00 AM (Eastern Standard Time) (“EST”).

期限：推廣開始日期為 2014 年 1 月 20 日午夜 12:00(美東時間)。

5. **HOW TO PARTICIPATE:** You must be a Qualifying Applicant. There is no minimum margin necessary to earn interest.

如何參加：閣下必須為合資格申請人。推廣不設賺取利息所需的最低保證金。

6. **PAYMENT OF INTEREST:**

利息的支付：

- 6.1. Subject to Clause 6.3 and Your eligibility as a Qualifying Applicant, 5% annual percentage rate interest (“APR”), or any other amount of interest to be determined by FXCM in its sole and absolute discretion, will be paid into the Account on non-invested margin up to USD 50,000 for USD denominated accounts and HKD 400,000 for HKD denominated accounts, or any maximum amount as determined by FXCM in its sole discretion at any time, with or without notice. The interest rate and maximum amount applied to Your Account is established at our discretion and is variable and subject to change at any time without notice to You.

受第 6.3 款及閣下作為合資格申請人的資格所限，5%年百分率利息(「年利  
率」) (或福匯全權絕對酌情釐定的任何其他利息金額)將會就上限為 50,000 美  
元(美元結算賬戶)及 400,000 港元(港元結算賬戶)的非投資保證金計算及存  
入賬戶，或由福匯於任何時間，於有或沒有通知的情況下，全權絕對酌情釐定  
的最高金額。適用於閣下賬戶的利率和最高金額乃由本公司酌情釐定，利息  
是浮動的，可隨時更改，而毋須事先通知閣下。

- 6.2. Interest will be calculated every month and will apply to the average daily useable margin in Your Account. Interest will be credited to Your Account every month.

利息將會每月計算，及將會適用於閣下賬戶內的平均每日可用保證金。利息  
將會每月存入閣下的賬戶。

- 6.3. 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.

在到期應向合資格申請人的賬戶支付利息當日賬戶必須維持開設及並無產生  
任何糾紛或拖欠款項。

- 6.4. FXCM reserves the right, in its sole and absolute discretion, to discontinue the provision of interest-bearing accounts or change the terms and conditions on which interest is applied.

福匯保留全權絕對酌情決定終止提供計息賬戶或更改應用利息的條款及條件  
的權利。

## 7. LIABILITY

### 法律責任

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.

在法律允許的最大範圍下，閣下將會就因為閣下的任何行為、違責或不作為及/或閣下違反本文所載的任何聲明和保證而引致的任何法律責任、申索、要求、虧損、損失、費用及開支在任何時候賠償及同意持續賠償福匯。在法律允許的最大範圍下，閣下將會就閣下在此等推廣條款之下所作出的任何行為、違責或不作為，包括(但不限於)閣下在此等推廣條款之下作出的任何違規行為、不遵守、行為或不作為(不論是疏忽或以其他方式作出)，或福匯基於或有關或與前述行為連帶而將會或可能會變為負有責任的任何法律責任、行動、申索、要求、虧損、損失、費用及開支在任何時候賠償及同意持續賠償福匯。在法律許可的最大範圍下，閣下同意不會因閣下參加推廣所導致或聲稱導致的任何損害或損失而令福匯、其董事、高級人員、僱員及受讓人招致損失。

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.

在法律許可的範圍下，如因為或與本推廣有關而發生糾紛或申索，閣下的訴訟權、對司法或任何其他程序尋求禁制令或任何其他追索權的權利將會謹此被免除，而閣下明確放棄任何及全部此等權利。

## 8. GENERAL CONDITIONS:

### 一般性條款：

8.1. Interest payments are transferable to other FXCM Accounts.

利息款項可轉移至其他福匯賬戶。

- 8.2. By participating in the Promotion, You agree to comply with and be bound by the Promotion Terms. FXCM reserves the right to refuse any Qualifying Applicant to participate in this Promotion in its sole and absolute discretion. In the event a Qualifying Applicant or non-Qualifying Applicant (the **“Unauthorized Participant”**) takes part in the Promotion and is in breach of either the Promotion Terms or the FXCM Terms, 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 Unauthorized Participant to FXCM.

參加推廣表示閣下同意遵守及受推廣條款所約束。福匯保留全權絕對酌情決定拒絕任何合資格申請人參加本推廣的權利。假如一名合資格申請人或非合資格申請人(「未經批准參與者」)參加推廣，且違反推廣條款或福匯條款，福匯在不損害到推廣條款及/或福匯條款的任何其他權利的情況下，保留即時撤回賬戶推廣及/或要求即時退回將被視為未經批准參與者合法欠負福匯的債務的利息款項總額的權利。

- 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. 福匯保留全權酌情更改、修訂、修改、暫停或終止本推廣或其任何部份的權利，而毋須事先作出通知。

- 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.

倘若推廣無法按計劃執行，包括在本公司控制範圍以外的任何問題或技術故障，本公司將不會產生任何法律責任，而利息將不會支付。

- 8.5. All former and current employees, interns and contractors of FXCM and each of its affiliates and subsidiaries (collectively, the **“Staff”**) may, in FXCM's sole and absolute discretion, participate in the Promotion provided that the Staff obtains managerial approval, submits all required paperwork and is not employed in a department and/or capacity which restricts the opening of FXCM accounts.

福匯、其各自的聯屬公司及附屬公司的所有前任和現任僱員、實習生及承包商(統稱「僱員」)，可在福匯的唯一及絕對酌情權下參加推廣。惟該僱員需獲得管理層批准，提交所有必需的資料文件及並不受僱於限制開立福匯賬戶的部門和/或職位。

- 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.

合資格申請人須唯一負責支付任何及全部稅項，包括(但不限於)不論如何產生且可能會適用於其賬戶的聯邦、州及地方稅項。福匯有權利(但沒有義務)根據適用的聯邦及地方課稅法律、規則、法例、守則或條例作出任何福匯認為需要或適宜的扣減或扣繳。

- 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.

若此等推廣條款的任何條文被視為無效或無法強制執行，則本文的所有餘下條文仍將具備十足效力及作用。

- 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.

除文義另有所指外，任何性別的提述包括所有性別，而單數的使用包括複數，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. You agree that You are subject to FXCM’s privacy policy, which can be found here:

<http://www.fxcmbullion.com/en/legal/privacy-policy/>

閣下同意福匯在推廣期內及之後可與其代理人、業務夥伴、繼任人共享閣下的個人資料，包括(但不限於)由福匯全權絕對酌情選擇的閣下的姓名、地址、電郵地址及開戶資料(「**個人資料**」)，而不會給予閣下進一步的追索權。任何個人資料應僅根據相關資料保障法例及最佳作業手法使用。閣下同意，閣下將受福匯的私隱保障政策所約束，請按此瀏覽：

<http://www.fxcmbullion.com/tc/legal/privacy-policy/>

- 8.10. **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.

**監管法律及地點：**此等推廣條款將受到福匯條款的監管法律條款及當中所選擇的司法管轄區的法院監管及據此詮釋。