

# REFER A FRIEND 客户推介 TERMS & CONDITIONS 条例和条款

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## INTRODUCTION

# 引言

ALPARI INTERNATIONAL<sup>1</sup> is running the "Refer a Friend Program" (the "Program") and invites all Clients of ALPARI INTERNATIONAL 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.

ALPARI INTERNATIONAL<sup>1</sup> 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 ALPARI INTERNATIONAL trading account a Referral opens with ALPARI INTERNATIONAL.

"账户"指被推介客户在 ALPARI INTERNATIONAL 开设的任何交易账户。

"Eligible Countries" shall mean all countries, excluding Clients reside in Latvia, Lithuania, France and Ukraine and countries included in regional restriction countries on the ALPARI IMTERNATIONAL website.

"符合条件的国家/地区"是指所有国家/地区,不包括居住在拉脱维亚、立陶宛、法国和乌克兰的客户以及ALPARI INTERNATIONAL网站上的区域限制国家/地区所包含的国家/地区。

**"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 the 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区,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。

ALPARI INTERNATIONAL shall refer to Exinity Limited regulated by FSC which is operating under the ALPARI INTERNATIONAL brand (available at www.ALPARI INTERNATIONAL.org).

ALPARI INTERNATIONAL 指ALPARI INTERNATIONAL 品牌运营下的 Exinity Limited,受 FSC 监管(详见 www.cn-alpari.com/zh)。



"Operative Agreements" shall mean the agreements entered into by the Client and ALPARI that govern all the trading activity of the Client with ALPARI. 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 Website of ALPARI and as may be amended from time to time.

**"操作协议"**:客户与 ALPARI INTERNATIONAL 达成的规范客户在 ALPARI INTERNATIONAL 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 ALPARI INTERNATIONAL 网站开户协议专区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 ALPARI INTERNATIONAL and opened Account(s) - as per the applicable Minimum deposits and/or others requirements of ALPARI INTERNATIONAL - after clicking on the Referrer Link.

It is understood that a Friend shall be considered as a Referral, only if he or she has successfully registered with the ALPARI 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 ALPARI INTERNATIONAL 注册并开户的一位朋友 达到适用的最低入金和/或 ALPARI INTERNATIONAL 其他要求。
- 一位朋友被视为被推介人需要他/她在最后一次点击推介链接后的7(七)天内成功在ALPARI注册。

"Referrer" shall mean the Client who shares the Referrer Link online and refers Friend(s) to ALPARI INTERNATIONAL 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 ALPARI 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 MyALPARI). 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 ALPARI INTERNATIONAL 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 MyALPARI 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 ALPARI INTERNATIONAL。

"Reward" shall mean an amount of 50USD or equivalent.

"奖励"指50美元或其等值金额。

"Standard Lot" shall mean a standardized quantity of the instrument that the Referral is trading. In Forex, one Standard Lot is 100,000 units of a particular currency. For clarification purposes a Micro 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微型手为1标准手中的1,000单位。

"Trading Terms" shall have the meaning provided in para 3.1 below.

"交易条款"含义见第3.1条。

"Website" refers to www.alpari.org.

"网站"指 www.cn-alpari.com/zh



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

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

# 资格标准

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

要作为推介人和被推介客户参加本项目, 您必须满意以下条件:

a) You are a Client of ALPARI, eligible to trade in accordance to, and have agreed to, the Operative Agreements.

您是 ALPARI 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。

c) You do not take part in any other client introducing program launched or to be launched by ALPARI.

您不参加 ALPARI 推出的或即将推出的任何其他客户介绍项目。

# 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 para 3.5 below, are entitled to receive a Reward 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3.5条获得奖励:

 Deposits a Minimum Deposit according to the Account type as determined on the Website in Section Compare Account; and

根据账户类型存入最低入金额,具体参见本公司网站账户比较专区;

b) Completes a trading activity in the Account(s) of at least **10** Standard lots (in total) for all account types, including Micro Account;



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,包括微型账户。

c) Terms of this Reward amount will be available until 31st of December 2021.

本奖金额条款适用时间截至2021年12月31日。

#### 3.2 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 as per 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(b)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 ALPARI 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 ALPARI 交易条款,通过推介链接追踪他/她介绍的客户。

#### The Reward

# 奖励

- 3.3 The Referrer and Referral are entitled to the 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。
- 3.4 The Referral shall receive the Reward from the ALPARI INTERNATIONAL on USD wallet in MyALPARI that could be transferred on the Referral's trading account.
  - 被推介客户将从ALPARI 获得奖励,奖金存入 MyALPARI 内的美元钱包,可转账至该客户的交易账户。
- 3.5 The Reward shall, subject to these Terms, be paid only to those Referrers and Referrals who by virtue of their capacity as ALPARI INTERNATIONAL 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 obtains 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"的 ALPARI INTERNATIONAL 客户且已达到操作协议标准要求的推介人和被推介客户。



在推荐人和推荐客户都获得"已批准"状态之前,不会处理已产生的奖金。

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。

- 3.6 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。
- 3.7 The maximum payout and/or total entitlement under this Program cannot exceed 10,000 (Ten thousand) USD for the Referrer and 50 (Fifty) USD for the 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 50 (五十)美元。
- 3.8 Reward-related information and the total number of Referrals and Qualified Referrals will be indicated in "My ALPARI" 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 ALPARI"中,推介人也会得到相应的通知。

The Referrer Link

# 推介人链接

3.9 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。

- 3.10 The Referrer hereby acknowledges and understands that he/she shall not distribute the Referrer Link to any Friend who reside in jurisdictions to which ALPARI INTERNATIONAL does not offer services to, as provided on the Website.
  - 推介人承认并了解他/她不应向居住在ALPARI不提供服务的法律管辖地的朋友发布推介链接。
- 3.11 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 ALPARI.
  - 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 ALPARI INTERNATIONAL 的方式使用推介人链接。
- 3.12 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。
- 3.13 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 ALPARI INTERNATIONAL 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 ALPARI INTERNATIONAL 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 hereof 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 and/or the Referral or to the jurisdiction in which the Referrer and/or the Referral 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/or Referral or to the jurisdiction in which the Referrer and/or 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 ALPARI INTERNATIONAL and or the Program and/or engage in any other practice which may affect adversely the image, credibility or the reputation of ALPARI INTERNATIONAL.

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ALPARI或本项目做任何虚假、误导性的陈述或声明和/或从事有损 ALPARI INTERNATIONAL 形象、信誉或声誉的活动。

4.4 The Referrer and Referral shall indemnify ALPARI INTERNATIONAL and keep ALPARI INTERNATIONAL indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which ALPARI INTERNATIONAL suffers or incurs as a direct or indirect result of any failure by the Referrer and/or Referral to perform any of the Referrer's and/or Referral's obligations under these Terms.

由于推介人和被推介人未能履行本条款的义务而对ALPARI INTERNATIONAL 造成直接或间接影响,推介人和被推介人应赔偿 ALPARI INTERNATIONAL 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 shall not represent himself/herself as agent of ALPARI INTERNATIONAL and the Referrer and Referral shall have no authority or power to bind ALPARI 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 ALPARI 的代理机构,推介人和被推介人无权与 ALPARI NTERNATIONAL 绑定在一起或以 ALPARI 的名义签约或令 ALPARI INTERNATIONAL 承担义务。

4.6 Whereas the Referral has communicated to ALPARI that he or she wishes to be removed and/or unlinked from the Referrer, ALPARI shall remove such Referral accordingly and the Referrer shall have no rights in respect of the unlinked Referral. Under no circumstances shall ALPARI be liable for any consequences of any such removal from the Referrer.

如被推介客户与 ALPARI INTERNATIONAL 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,ALPARI INTERNATIONAL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。ALPARI INTERNATIONAL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 ALPARI INTERNATIONAL shall not be liable to the Referrer and/or 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 ALPARI INTERNATIONAL have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in these Terms, in no event shall ALPARI INTERNATIONAL cumulative liability to the Referrer and/or 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/or Referral under these Terms.

ALPARI INTERNATIONAL 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、一般性或惩戒性的损害赔偿责任(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 ALPARI INTERNATIONAL 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,ALPARI INTERNATIONAL 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 ALPARI reserves the right at its absolute discretion to terminate the Referrer's and/or 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 ALPARI 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 ALPARI INTERNATIONAL Business Terms.

如果推介人和/或任何被推介人和/或 ALPARI INTERNATIONAL 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ALPARI 的商业条款,ALPARI INTERNATIONAL 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 ALPARI INTERNATIONAL shall constitute a waiver by ALPARI INTERNATIONAL, or impair any exercise of further exercise of, that or any other right, power or remedy arising under these Terms or at law.



ALPARI INTERNATIONAL 单独或部份行使任何权利、未能或延迟行使本协议下或法律规定的任何权利、权力或补偿不得被视为弃权,不表示 ALPARI INTERNATIONAL 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 ALPARI INTERNATIONAL under this Program are cumulative and are not exclusive of any rights or remedies provided by law.

本项目下规定的 ALPARI INTERNATIONAL 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 acknowledge that ALPARI INTERNATIONAL has the right, as in its sole discretion deemed fit, to alter, amend, suspend, cancel or terminate the Program, or any aspect of the Program or the Referrer's and/or Referral's participation in the Program at any time and upon any reasonable cause. Under no circumstances shall ALPARI INTERNATIONAL 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 ALPARI INTERNATIONAL 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,ALPARI INTERNATIONAL 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 or misrepresentation of the above applicable Terms, such dispute or misinterpretation shall be resolved in good faith and as ALPARI INTERNATIONAL shall, in its 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失实陈述的情况下,该争议或错误解释应由 ALPARI INTERNATIONAL 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 ALPARI INTERNATIONAL.

本项目不产生推介人、被推介人和 ALPARI INTERNATIONAL 的任何合作、合资、代理、特许经营、销售代表或雇佣关系。

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

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.

本文件为翻译版本,在出现两种语言任何不符的情况下,均以英语版本为准。



# **Example:**

# 举例:

Mr. ALPARI, who agreed to the Terms, on the 01<sup>st</sup> of November 2019 shares for the purposes of this Program his Referrer Link available in MyALPARI with his Friend Mr. X.

ALPARI 客户先生已同意本条款,他在 2019 年 11 月 1 日与他的朋友 X 先生分享他在 MyALPARI 中获得的推介链接。

Mr. X, after clicking the Referrer Link, registers with ALPARI successfully and opens an Account.

X 先生点击推介链接后,在 ALPARI 成功注册并开设了账户。

On the 15<sup>th</sup> of November 2019 Mr. X deposits in his Standard Account an amount of USD 100 and completes trading of **10** Standard lots on the 20<sup>th</sup> of November 2019.

2019年11月15日, X 先生在他的标准账户中存入100美元并在11月20日完成交易10个标准手。

As a result, Mr. ALPARI and Mr. X are eligible to receive 50USD each as a Reward.

这样,ALPARI 先生和X先生都有资格获得\$50的奖励,前提是他们俩都获得了"批准"身份。