



# **TERMS AND CONDITIONS TRADING BONUS PROGRAM**

## TERMS AND CONDITIONS - TRADING BONUS PROGRAMS

### A. Introduction

1. XMTrading operating by Tradexfin Limited, a Security Dealer Licensee, regulated and authorised by the Financial Services Authority ("FSA") in Seychelles with licence number SD010, and Fintrade Limited, an Investment Dealer (Full Service Dealer excluding Underwriting) Licensee, regulated and authorised by the Financial Services Commission in Mauritius ("FSC") under the license number GB20025835 (hereinafter referred to as the "Companies" and/or "XMTrading").
2. The "**Trading Bonus Programs**" Terms and Conditions is an integral part of the "**XMTrading Business Terms and Policies**" and provisions set herein are considered as an annex of all "**XMTrading Business Terms and Policies**".

### B. Conditions of Eligibility

1. Subject to, and without prejudice to, all other Business Terms and Policies, the bonus offers are available to the XMTrading's Clients who have satisfied the Eligibility Criteria for those offers ("**Eligible Clients**") as set out briefly in the sections following hereinafter and more specifically in the relevant Terms and Conditions of each bonus program visible to the clients' Members Area.
2. The "**Trading Bonus Programs**" may be offered by XMTrading, from time to time, to clients who open real trading accounts with XMTrading (certain trading account types are not eligible to participate in the "**Trading Bonus Programs**"), in cases where such clients are referred to XMTrading via specific websites and/or social network sites in the context of certain specific promotions, and/or surveys that XMTrading may be running, from time to time, on such specific websites and/or social network sites. For further information on the eligible trading account types, kindly refer to the relevant Terms and Conditions of each bonus program.
3. XMTrading, at its reasonable discretion, offers the "**Trading Bonus Programs**" to any Client(s) and/or any countries / regions as it deems appropriate and for as long as XMTrading deems to provide it.
4. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "**Trading Bonus Programs**". Without limiting the foregoing, participation in the "**Trading Bonus Programs**" is not allowed for persons under the age of 18 or otherwise under legal age in their country of residence ("minors"). **If you are a minor, you may not participate in the "Trading Bonus Programs".**
5. Participation of "**Intermediaries/Related Parties**" in the "**Trading Bonus Programs**" is prohibited. If the registration and / or trading data of a participant in any of the "**Trading Bonus Programs**" offerings corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the "**Trading Bonus Programs**", XMTrading reserves the right to regard this matching as a reason for immediate disqualification. For the purposes hereof, the term "**Intermediary(ies)/Related Party(ies)**", when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the "**Trading Bonus Programs**", including, without limitation:
  - a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
  - b) person or entity, whom any participant in the "**Trading Bonus Programs**", directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the "**Trading Bonus Programs**"; for purposes of this definition, the term "**control**" (including, with correlative meaning, the terms "**controlled by**" and "**under common control with**"), as used with respect to any participant in the "**Trading Bonus Programs**", shall mean the possession, directly or indirectly

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through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.

6. Similarly, persons associated in any manner whatsoever with XMTrading and/or with the specific websites and/or social network sites on which XMTrading may be running from time to time certain specific promotions, contests and/or surveys, in the context of which access to the "**Trading Bonus Program**" is offered, are not allowed to participate in the offers.

### **C. General Terms**

1. Please note that it may take up to 24 hours before any trading bonus is added to the account of an Eligible Client who meets all the eligibility criteria as set in the relevant Terms and Conditions of each bonus program.
2. Each of the "**Trading Bonus Programs**" is available for certain types of trading accounts and therefore, not all offerings might be available for all types of trading accounts. For further information as to the eligible real trading account types, kindly refer to your Members Area.
3. The "**Trading Bonus Programs**" apply to all clients who open real trading account with XMTrading in accordance with the rules set herein and in the relevant Terms and Conditions of Business and granted trading bonuses may be used for trading purposes only and cannot be withdrawn.
4. Any withdrawal of funds from an Eligible Client's real Account(s) with XMTrading will cause the removal of the previously awarded trading bonus(es) proportionally to the percentage of the requested amount of the withdrawal from the respective Eligible Client's real trading account with XMTrading. For further information, you may refer to the specific Terms and Conditions of each of the "**Trading Bonus Programs**" offerings you might be eligible for.
5. In the event of internal transfers between trading accounts with XMTrading, trading bonuses previously credited to the sending account will be moved proportionally into the receiving account. No new / additional trading bonuses will be credited upon internal transfer to the receiving account. In case that the receiving account is not eligible for trading bonuses, amount of trading bonuses deducted from the sending account will not be credited into the receiving account and therefore that proportion of trading bonuses will be nullified.
6. Trading bonuses cannot be separately transferred between, or from Eligible Clients' real trading accounts with XMTrading. In the event that any Eligible Client maintains open positions in the trading account(s) during the submission of a withdrawal request or of internal transfer, the same conditions apply to the bonuses as the above clauses. More specifically, the submission of a withdrawal request or an internal transfer will cause the removal of any previously awarded trading bonus(es) proportionally to the percentage of the requested amount of the withdrawal over the available balance combined with the Open Profit & Loss in the Eligible Client's trading account.
7. XMTrading reserves the right, at its reasonable discretion:
  - i. to decline registration of any participant in any of the "**Trading Bonus Programs**" offers; and
  - ii. disqualify any participant in the "**Trading Bonus Programs**" who tampers or attempts to tamper with the operation of the "**Trading Bonus Programs**", or breaches these terms and/or any of the "**XMTrading Business Terms and Policies**" set forth on XMTrading's website.

Under no circumstances shall XMTrading be liable for any consequences of any trading bonus cancelation or decline, including, but not limited to, order(s) closure by Stop Out.

8. XMTrading reserves the right, at its reasonable discretion, to discontinue the offering of these "**Trading Bonus Programs**" to any of its clients, without having to explain the reasons. Such clients will be informed via email.

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9. Clients may opt-out from any of the "**Trading Bonus Programs**" offering they are participating in, whenever they wish. Please send your request at the following email address: [nobonus@xmtrading.com](mailto:nobonus@xmtrading.com) and the relevant department will process your request and inform you accordingly.
10. XMTrading reserves the right to alter, amend or terminate the "**Trading Bonus Programs**" or any aspect of them at any time. Prior notice of such changes will be given to clients and XMTrading will post any such changes on its website. It is recommended that participants in any of the "**Trading Bonus Programs**" offerings, consult the relevant Terms and Conditions on XMTrading's website and/or on their Members Area regularly. Please note that taking part in the any of the "**Trading Bonus Programs**" offerings, constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.
11. Any indication or suspicion, in XMTrading's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the credit trading bonus(es) without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a trading bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited trading bonuses of the Eligible Client's real trading accounts with XMTrading and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, XMTrading reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client's real trading Account(s) with XMTrading, cancel all orders and annul all profits of such participant. In these circumstances, XMTrading shall not be liable for any consequences of the trading bonus cancelation, including, but not limited to, order(s) closure by Stop Out.
12. In the event that an account becomes Dormant all previously awarded trading bonus(es) will be immediately withdrawn from the respective Eligible Clients real trading account with XMTrading.
13. Taking part in any of the "**Trading Bonus Programs**" offerings constitutes acceptance of these brief Terms and Conditions, the specific Terms and Condition of each applicable bonus offering and of the Business Terms and Policies set forth on XMTrading's website.
14. The "**Trading Bonus Programs**" terms shall be governed by and construed in accordance with the applicable laws and regulations of the entity you are contracting with (i.e., Tradexfin Limited and/or Fintrade Limited). Any dispute or situation not covered by these terms will be resolved by XMTrading in the manner it deems to be the fairest to all concerned. That decision shall be final and/or binding on all entrants. No correspondence will be entered into.
15. If any of "**Trading Bonus Programs**" Terms and Conditions were to be translated into a language other than English, then the English version of these terms shall prevail where there is an inconsistency.
16. Specific Terms and Conditions apply to each of the "**Trading Bonus Programs**" offerings. By accepting the "**Trading Bonus Programs**" terms, you acknowledge that it is your sole responsibility to read the Terms and Conditions of each of the "**Trading Bonus Programs**" offering you may wish to participate in. Please note that the relevant Terms and Conditions for each "**Trading Bonus Programs**" offering you might be eligible for, can be found in XMTrading's official website and in the Members Area of your real trading account.

#### **D. Risk Warning**

Margin FX and CFD trading involve a significant risk to your invested capital. Please read and ensure you fully understand our Product Disclosure Statement, available at XMTrading's website.

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