

TERMS AND CONDITIONS REFER A FRIEND PROGRAM



TERMS AND CONDITIONS - REFER A FRIEND PROGRAM

A. Introduction

This Refer a Friend Program (the “**Program**”) sets out the complete terms and conditions governing the Referrer’s ability to use XMTrading’s ‘Refer a Friend functionality’ and forms 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**”.

Please read carefully all the terms and conditions set out herein before applying to participate in the said Program. You must agree with and accept all the terms and conditions contained in the Program without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may participate to the Program.

This Agreement sets out the terms and conditions upon which XMTrading may provide the Refer a Friend functionality to the Referrer whereby the Referrer will have the ability to invite their friends (i.e., the Referees) to XMTrading and generate commissions (i.e., **Reward**) based on the traffic brought to XMTrading.

All the terms and conditions and all provisions set out in this Agreement, governing the business relationship of the Referrer and the Referee with XMTrading shall remain in full force and effect.

B. Parties to the Agreement

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**”).

and

The respective “**Referrer**”, who shall mean the individual who is a member to the XMTrading’s Refer a Friend Program in accordance with the terms and conditions set in this Agreement, and who agrees with and accepts the terms and conditions of the Program set forth herein and the participation of whom to this Program has been accepted by XMTrading (hereinafter called the “**Referrer**”);

and

The respective “**Referee**”, who shall mean the individual who has registered to open an XMTrading real trading account with XMTrading, through the Refer A Friend Program in accordance with the terms and conditions set in this Agreement, and who agrees with and accepts the terms and conditions of the Program set forth herein and the participation of whom to this Program has been accepted by XMTrading (the “**Referee**”);

and furthermore, may hereinafter be referred to separately as the “**Party**” and jointly as the “**Parties**”.

1. The “**Refer a Friend Program**” 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**”.

C. Definitions of terms

Capitalised terms used in this Agreement, not otherwise defined herein, shall have the meanings set forth

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and given to them in the XMTrading's Terms and Conditions of Business/Client Agreement. Any defined terms herein shall complement the terms defined in the XMTrading's Terms and Conditions of Business/Client Agreement.

Agreement	Means the current agreement, inclusive of all its terms and conditions.
MyWallet	Means the electronic wallet linked with the Referrer's trading account where he/she is paid a predefined amount of funds (i.e., Rewards) by XMTrading based on the traffic brought.
Referee	Means the person / friend whom the Referrer invited to XMTrading through the Refer a Friend Program and who meets all the eligibility requirements set in this Agreement.
Referrer	Means the person, who has a business relationship with XMTrading and who meets the eligibility requirements to participate in the Refer a Friend Program through which he/she is able to invite friend (i.e., Referees) to XMTrading, via the Refer a Friend functionality.
Reward	Means a predefined amount of money generated in accordance with the XMTrading's Refer a Friend functionality.

D. Acknowledgements and Confirmations of Eligibility

1. The Referrer, who meets the eligibility requirements set hereinbelow in Section E.1, may participate in the Refer a Friend Program which can be found in his/her Members Area. Referrers shall invite his/her friends (the "Referees") to XMTrading via a dedicated link provided by the XMTrading's Refer a Friend functionality or via email including the dedicated link. For each successful Referee, the Referrer will be paid a predefined number of Rewards, as set in Section E.2 below, in their "MyWallet" (accessible via the Members Area).
2. As a result of the above payment, these credited funds (i.e., the Reward) in the Referrer's "MyWallet" shall be available for withdrawal once transferred in the Referrer's trading account(s) or may be transferred to the Referrer's active trading account(s) for trading purposes.
3. A successful Referee is an individual who registers to open an account with XMTrading, via the dedicate link or email provided by the Referrer, and their trading account is verified. Upon account verification, the Referee will receive the amount of USD 40 (or currency equivalent) as credit in his/her trading account as long as the requirements set in Section E.5 are met.
4. The Referee shall also be able to participate in the Refer a Friend Program as Referrers, provided that the eligibility requirements set in hereinbelow in Section E.1 and E.5 are met.
5. The payment of the number of Rewards shall be made to the Referrer's "MyWallet", provided that the generated Reward is not the result of Fraud Traffic and/or of any trading activity that is in violation of this Agreement or of the XMTrading's Terms and Conditions of Business, which govern the business relationship between the Parties.
6. The Referrer shall, under no circumstances, be considered as an Agent/Representative of XMTrading.
7. Should the trading activity/behavior on the Referrer's trading account(s) be detected violating the XMTrading's Terms and Conditions of Business and/or this Agreement or should the Rewards generated related to allegedly fraudulent account(s) or should the Referrer be found using strategies aimed at deriving profit from the Rewards generated from such account(s), XMTrading reserves the right to exclude the Referrer from participating to the Program and/or terminate the business relationship with the Referrer.

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8. The Parties (i.e., the Referrer and Referee) hereby acknowledge and accept that XMTrading may adjust/re-adjust the Reward of the Referrer and/or the credit received by the Referee, at its sole and absolute discretion. The Referrer further acknowledges and accepts that the latter may potentially affect any payable Rewards.
9. The Parties (i.e., the Referrer and the Referee) hereby acknowledge and confirm that this Program is discretionary, and XMTrading reserves the right to terminate this functionality at any time with prior notice.

E. Specific “Refer a Friend Program” conditions of eligibility

1. In order for a client, to be able to participate in the XMTrading’s “Refer a Friend Program”, (i.e., Referrers) through their Members Area, the Referrer must have at least one (1) verified XMTrading real trading account.
2. Referrers who meet the eligibility conditions set hereinabove, will be rewarded with a fixed amount of 100 USD (United States Dollars) as a Reward in their “MyWallet” for each successful Referee.
3. For the purpose of this Agreement, a successful referral is based on a-per-client basis (i.e., per Referee) and not on a-per-account basis. For example, if a successful Referee holds three (3) real trading accounts with the Company, the Referrer will be rewarded with the set amount defined in Section E.2 above, based on the Referee itself and not based on the number of accounts registered under each Referee.
4. Referrers, who participate to the “Refer a Friend Program” can invite their friends (i.e., Referees) to XMTrading via a dedicated link, provided by XMTrading via their Members’ Area. Referees will need to register an XMTrading real trading account through the link provided, within thirty (30) calendar days from the receipt of link and successfully open and verified their trading account.
5. The referral is considered successful only if the following requirements are met:
 - (a) The Referee must open, verify and fund his/her trading account; and
 - (b) must trade five (5) standard round turn lots (or 500 micro lots) in Forex, Gold or Silver using only deposited funds.
 - (c) In order for the aforementioned lot requirement to be met, XMTrading will take into consideration the trading activity and/or trading volume performed across all of the Referee’s trading accounts.
 - (d) Only Referees whose trade(s) have a duration of more than five (5) minutes are eligible to participate in the “Refer a Friend Program”; for the purposes hereof, duration is considered the time between opening and closing of a trade.
6. Once the Referee accepts the Referrer’s invitation and the two are linked, the connections remains valid for one (1) year. During this one-year period, the Referee must complete the requirements outlined in Section E.5. for the Referral to be considered successful.
7. Subject to the requirements set in Section E.5., below you can find some examples on how the trading activity and/or trading volume will be counted towards the “Refer a Friend Program”.

Example in case of trading account(s) do not have any credit:

Account Type	Lots Traded	Credit to Balance Ratio	Lots Count Towards the Refer a Friend Program
Standard and/or Micro	1	1	1
KIWAMI and/or Zero	1	1	0.5
Standard/Micro KIWAMI and Zero	1 1	1 1	1.5

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The Standard and Micro Account(s) the above case scenario, the Referee does not have credit in his trading account(s) and has a Standard account, once the referee opens a new order of one (1) lot then one (1) lot will be counted towards the “Refer a Friend Program”. In case his trading account(s) are KIWAMI and/or Zero account types and opens a new order of one (1) lot then half (0.5) lot will be counted towards the “Refer a Friend Program”.

In case the client has multiple trading accounts with different account types and he opens new orders of one (1) lot in his Standard and one (1) lot in his KIWAMI or Zero account, then one and a half (1.5) lots will be counted towards the “Refer a Friend Program”.

Example in case of trading account(s) with credit:

Account Type	Lots Traded	Credit to Balance Ratio	Lots Count Towards the Refer a Friend Program
Standard and/or Micro	1	0.5	0.5
KIWAMI and/or Zero	1	1	0.5
Standard/Micro, KIWAMI and Zero	1 1	0.5 1	1

In the above case scenario, where the client has credit to balance ratio 50% (e.g., the Referee has Balance of 40USD in his trading account(s) and 40 USD credit) in his trading account and has a Standard account, then once the referee opens a new order of one (1) lot then only the lots traded with the deposited funds will be counted towards the “Refer a Friend Program”, therefore; half (0.5) lot will be counted towards the “Refer a Friend Program”.

In case the Referee’s trading account(s) are KIWAMI and/or Zero account types and opens a new order of one (1) lot then half (0.5) lot will be counted towards the “Refer a Friend Program” due to the fact that KIWAMI and Zero account types are not subject to Credit Bonus.

In case the client has multiple trading accounts with different account types and he opens new orders of one (1) lot in his Standard account and one (1) lot in his KIWAMI or Zero account, then only one (1) lot will be counted towards the “Refer a Friend Program” (i.e., 0.5 lots from the Standard account and 0.5 lots from the KIWAMI or Zero account).

8. Subject to the requirements set in Section E.5 above, the Referees will be rewarded with a USD 40 No Deposit Trading Bonus in their trading account.
9. Any trading activity performed by the Referee whose trading account is registered under an Introducer of Business, will not be taken into consideration for the purposes of Section E.5; as such, they will not be rewarded with a USD 40 No Deposit Trading Bonus in their trading account.
10. Referrers are not allowed to refer the same person, as Referee, more than once.
11. Referrers are not allowed to invite existing XMTrading’s account holders to the Program.
12. Subject to the requirements set in Section E.5 above, the Referrer will be rewarded with the set amount defined in Section E.2 in their “MyWallet” on a weekly basis and more specifically, every Sunday.
13. Where the Referrer invites a client/Referee who used to have an XMTrading real trading account in the past, but which is now archived due to inactivity, the said Referrer shall still be able to benefit from that Referee provided that the said archived trading account has not participated in the Program before being archived.

F. Specific “MyWallet” Terms

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1. Each Referrer will have a unique “**MyWallet**” linked with their trading account which it was initially registered with XMTrading in order to participate to the “**Refer a Friend Program**”.
2. Referrers will have access to their “**MyWallet**” through their Members Area once they start inviting friends.
3. Subject to Section E.2 above, any Rewards generated will be added to the Referrer’s “**MyWallet**” as balance. Referrer’s will be able to access and monitor their “**MyWallet’s**” history via their Members Area.
4. “**MyWallet’s**” base currency shall be in United States Dollar (“USD”). Transfers from “**MyWallet**” into a trading account are subject to conversion fees in case their base currency is not the USD.
5. Subject to Section D.2 above, any Rewards generated by the “**Refer a Friend Program**” can be transferred to the trading account linked with the “**MyWallet**” and either withdrawn or used for trading purposes. The minimum transfer amount shall be USD 20 or the full amount of the available balance in the “**MyWallet**”, if this is less than USD 20. It should be noted that, when transferring funds to an account which is eligible to receive a deposit bonus, “**MyWallet**” is treated as any other payment method. In this respect, you will still be eligible to receive the deposit bonuses under the terms of the relevant XMTrading’s Bonus Program.
6. In case that the Referrer has two (2) “**MyWallets**” each registered under a different email address, the two “**MyWallets**” will be merged under one registered email address. Therefore, any available balance (i.e., the total balance of both “**MyWallet**”) shall be available under the remain “**MyWallet**”.

G. Dormant and Archiving Policy

1. In the event that there is no activity (i.e., trading/withdrawals/deposits/internal transfer) in the Referrers’ trading account(s) for a set period of at least ninety (90) calendar days we will regard their trading account(s) and their “**MyWallet**” linked with the trading account(s) to be “**dormant**”.
2. It shall be noted that when all the trading accounts of a Referrer go dormant and/or archived, any “**MyWallet’s**” remaining balance will be nullified and therefore the Referrer will lose access to their “**MyWallet**” as well as to the full amount of the generated Rewards and/or the remaining balance contained therein.
3. The Referrer hereby acknowledges and confirms that in case he/she opts for the creation of a new trading account after the former trading accounts have been archived, he/she shall forfeit all rights to any future Rewards deriving from the Program that he/she would otherwise be eligible to receive as Rewards in his/her “**MyWallet**”.
4. “**MyWallets**” are subject to all the restrictions applied to the Referrer’s trading accounts (e.g., the balance of a “**MyWallet**” of a blocked client will be adjusted) as these are stated in this Agreement and/or in the Terms and Conditions of Business/Client Agreement.

H. General Terms

1. XMTrading reserves the right, at its reasonable discretion:
 - i. to decline registration of any participant in the “**Refer a Friend Program**”; and
 - ii. disqualify any participant in the “**Refer a Friend Program**” who tampers or attempts to tamper with the operation of the “**Refer a Friend Program**” or breaches these terms and/or any of the “**XMTrading**”

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Business Terms and Policies” set forth on XMTrading’s website.

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

2. XMTrading reserves the right, at its reasonable discretion, to discontinue the offering of this “*Refer a Friend Program*” to any of its clients, without having to explain the reasons. Such clients will be informed via email.
3. Any indication or suspicion, at XMTrading’s sole discretion, of any form of arbitrage (including but not limited to risk-free profiting), abuse (including but not limited to trading activity patterns that indicate that the Parties solely aim to benefit financially from the Program 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 Parties’ real trading account(s) with XMTrading and/or any and all transactions carried and/or profits or losses and/or Rewards garnered therein. In these circumstances, XMTrading reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Parties’ real trading account(s) with XMTrading, cancel all orders and annul all profits and/or Rewards of such Parties. 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.

I. Termination

1. Either of the Parties (i.e., XMTrading or Referrer or Referee) may terminate this Agreement by giving five (5) business days’ written notice to the other Party.
2. XMTrading reserves the right to terminate or suspend without notice, this Agreement or any rights of the Referrer or Referee that they may possess under the provisions of this Agreement due to any malpractice, breach of any provisions of this Agreement, failure of compliance with Applicable Laws and Regulations or other significant event, including liquidation or insolvency on the part of the Referrer or Referee. Such termination will be at XMTrading’s sole discretion.
3. Upon termination of this Agreement, XMTrading shall pay the Referrer any Rewards due as set out in this Agreement.

J. Governing Law and Language

1. The “*Refer a Friend Program*” terms shall be governed by and construed in accordance with the applicable laws and regulations of the entity you are contracted 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.
2. If any of “*Refer a Friend Program*” terms were to be translated into a language other than English, then the English version of these terms shall prevail where there is an inconsistency.

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