



# **REFER A FRIEND**

## **Terms and Conditions**

**January – December 2023**

## INTRODUCTION

FXTM<sup>1</sup> is running the “Refer a Friend Program” (the “Program”) and invites all Clients of FXTM 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.

### 1. INTERPRETATION OF TERMS

#### 1.1. In this Program:

“**Account**” shall mean any FXTM trading account a Referral opens with FXTM.

“**Eligible Countries**” shall mean all countries, excluding Clients reside in Ukraine, Russia, Belarus, and countries included in regional restriction countries on the FXTM website.

“**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.

“**Minimum Deposit**” shall mean a minimum total of deposit(s) in the Account(s) as it is determined on a Website in Section Compare Account according to each Account type.

“**Minimum number of Lots**” shall mean number of full Standard Lots that Referral needs to trade for the Referrer and Referral to get Reward on his/her Balance.

“**Operative Agreements**” shall mean the agreements entered by the Client and FXTM that govern all the trading activity of the Client with FXTM. 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 Websites and as may be amended from time to time.

“**Qualified Referral**” shall mean any Referral who has met the Trading Terms as per para 3.1 herein below.

“**Referral**” shall mean a Friend who has successfully registered with FXTM and opened Account(s) - as per the applicable minimum deposits and/or other requirements of FXTM after clicking on the Referrer Link. Clients registered under FXTM Invest Program as Investor will participate in the Program as a Referrer.

It is understood that a Friend shall be considered as a Referral, only if he/she has successfully registered with the FXTM within a period of 7 (Seven) calendar days following his/ her last click on the Referrer Link.

“**Referrer**” shall mean the Client who shares the Referrer Link online and refers Friend(s) to FXTM via the Referrer Link and in accordance with the present Terms.

“**Referrer Link**” shall mean a unique link (either banner or text link) which is personalized to each Referrer and is available in MyFXTM. The Referrer Link may be distributed by the Referrer among his/her Friend(s) and will be used to identify the Referrer’s activities and the Referrals introduced to FXTM by the Referrer.

“**Reward**” shall mean an amount of up to 500 USD for the Referrer and 50USD for the Referral or their equivalent.

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1 FXTM shall refer to Exinity Ltd. regulated by FSC, Mauritius which is operating under the FXTM brand (available at [www.forextime.com](http://www.forextime.com)).

“**Standard Lot**” shall mean a standardized quantity of the instrument that Referral is trading. In Forex, one Standard Lot is 100,000 units of a particular currency. For clarification purposes a Cent Lot is 1,000 units of a Standard Lot.

“**Trading Terms**” shall have the meaning provided in Clause 3.1 below.

“**Websites**” refer(s) to [www.forextime.com](http://www.forextime.com).

- 1.2. Any words whose meaning is not defined herein shall have the meaning provided in the Operative Agreement.
- 1.3. Times mentioned herein shall mean EET/EEST as applicable.

## 2. ELIGIBILITY CRITERIA

- 2.1 To participate as a Referrer and as a Referral in this Program, you must meet the following requirements:
  - a) You are a Client of FXTM, eligible to trade in accordance with, and have agreed to, the Operative Agreements;
  - b) You accept the Terms of this Program.

## 3. SPECIFIC PROGRAM TERMS

### Trading Terms

- 3.1 The Referrer and the Referral, subject to Clause 3.6. below, are entitled to receive a Reward if the Referral meets the following Trading Terms:
  - (a) Deposits a Minimum Deposit according to the Account type as determined on a Website in Section [Compare Account](#) and Section [FXTM Invest](#) where applicable; and
  - (b) Completes a trading activity in the Account(s) with respect to any of the Investment Services offered by the Company, of at least 10 Standard lots (in total) for all account types, including Micro Account;
  - (c) This Program is only applicable to all CFDs (cash equities shall be excluded);
  - (d) Terms of this Reward amount will be available until 31<sup>st</sup> of December 2023.
- 3.2 It is hereto declared:
  - (a) Transfer of funds between Accounts are not considered as deposit(s) for the purposes of this Program;
  - (b) As regards the Trading Terms according to Clause 3.1(b), only closed positions which have been open for a minimum of 5 (Five) minutes shall be considered;
  - (c) The Trading Terms must be fulfilled under the FXTM Referral opened Account(s) with, following his/her referral via the Referrer Link.
- 3.3 In case the Referral reassigns under an Introducing Broker before he/she receives a Reward, the Referral will be removed from the Program and the Reward will be excluded.

### The Reward

- 3.4 The Referrer can only refer up to 10 Friends under this Program to qualify for the Reward. Any additional Friends shall not be considered for the Program or the Reward.
- 3.5 The Referrer and Referral are entitled to a Reward only once per Qualified Referral and irrespective of the number of times the Referral fulfils the Trading Terms.
- 3.6 The Referrer shall receive the Reward from the FXTM under which she/he participates in this Program, irrespective of the FXTM the Qualified Referral has opened Account(s) with and fulfilled thereto the Trading Terms.
- 3.7 The Referral shall receive the Reward from the FXTM on USD wallet in MyFXTM that could be transferred on Referral's trading account.
- 3.8 The Reward shall, subject to the Terms, be paid only to those Referrers and Referrals who by virtue of their capacity as FXTM's Clients have the status "Approved" and meet the standard requirements as per the Operative Agreements.
- 3.9 It is understood that payment of any Rewards accrued shall not be processed until both the Referrer and Referral obtain the status "Approved" as above.
- 3.10 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.
- 3.11 The Reward shall be transferred to the Balance of the Referrer's and Referral's Account(s) based on a weekly payment cycle.
- 3.12 The Reward shall be available for trading purposes and shall only be withdrawable after 30 days following transfer to the Referrer's and Referral's Account(s) and provided the Referrer or Referral does not withdraw his or her funds from his or her Account(s) during this period. If the Referrer or Referral withdraws his or her funds from his or her Account(s) during this period, FXTM will allow the withdrawal of the funds excluding the Reward which shall be cancelled and removed from the Referrer's or Referral's Account(s).
- 3.13 The maximum payout and/or total entitlement under this Program cannot exceed 500 (Five Hundred) USD for a Referrer; and 50 USD or equivalent for Referral.
- 3.14 Reward-related information and the total number of Referrals and Qualified Referrals will be indicated in "My FXTM" and/or the Referrer will be notified accordingly.

### The Referrer Link

- 3.15 The Referrer confirms that Friends who are receiving the Referrer Link for the purposes of this Program:
  - a) Consent to receive the Referrer Link; and
  - b) Are older than 18 years old.
- 3.16 The Referrer hereby acknowledges and understands that he/she shall not distribute the Referrer Link to any Friend who resides in jurisdictions to which FXTM does not offer services to, as provided on the Website(s).
- 3.17 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 FXTM.
- 3.18 It is understood that any inappropriate use of the Referrer Link may cause immediate

termination of the Referrer's participation in the Program.

- 3.19** 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 FXTM undertakes no responsibility whatsoever.

#### **4. MISCELLANEOUS**

- 4.1** The Referrer and Referral hereto represent that he/ she has full right, power, and authority to enter and be bound by the Terms 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 or to the jurisdiction in which the Referrer has his/her residence.
- 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 Referral or to the jurisdiction in which the Referrer and Referral has his/her residence.
- 4.3** The Referrer and Referral throughout his/her participation in this Program undertakes the responsibility to always act in good faith and must not make any false or misleading representations or statements with respect to FXTM and or the Program and/or engage in any other practice which may affect adversely the image, credibility, or the reputation of FXTM.
- 4.4** The Referrer and Referral will indemnify FXTM and keep FXTM indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which FXTM suffers or incurs as a direct or indirect result of any failure by the Referrer and Referral to perform any of the Referrer's and Referral's obligations under these Terms.
- 4.5** The Referrer and Referral will not represent itself as agent of FXTM and the Referrer and Referral will have no authority or power to bind FXTM or to contract in the name of or create liability against it.
- 4.6** Whereas a Referral has communicated to FXTM that he or she wishes to be removed and/or unlinked from a Referrer, FXTM shall remove such Referral accordingly and the Referrer shall have no rights in respect of the unlinked Referral. Under no circumstances shall FXTM be liable for any consequences of any such removal from a Referrer.
- 4.7** FXTM will not be liable to the Referrer and 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 FXTM have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in these Terms, in no event shall FXTM's cumulative liability to the Referrer and 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 Referral under these Terms.
- 4.8** FXTM reserves the right at its absolute discretion to terminate the Referrer's and 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 FXTM 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.

- 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 FXTM shall constitute a waiver by FXTM, or impair any exercise of further exercise of, that or any other right, power or remedy arising under these Terms or at law.
- 4.10** The rights and remedies provided to FXTM under this Program are cumulative and are not exclusive of any rights or remedies provided by law.
- 4.11** The Referrer and Referral acknowledges that FXTM has the right, as in its sole discretion deem fit, to alter, amend, suspend, cancel, or terminate the Program, or any aspect of the Program or the Referrer's and Referral's participation in the Program at any time and upon any reasonable cause. Under no circumstances shall FXTM be liable for any consequences of any alteration, amendment, suspension, cancellation, or termination of the Program.
- 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 FXTM shall, in their sole and absolute discretion, deem fit and proper. The decision shall be final and binding.
- 4.13** Nothing in this Program creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Referrer, Referral and FXTM.
- 4.14** The headings and titles contained in this Program are included for convenience only and shall not limit or otherwise affect the Terms.
- 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.

**Example:**

Mr. FXTM, who agreed to the Terms, on the 01<sup>st</sup> of January 2023 shares for the purposes of this Program his Referrer Link available in MyFXTM with his Friend Mr. X.

Mr. X, after clicking the Referrer link, registers with FXTM successfully and opens an Account.

On the 15<sup>th</sup> of January 2023 Mr. X, deposits in his Advantage Account an amount of 100 USD and completes trading of 10 Standard lots on the 20<sup>th</sup> of January 2023.

As a result, Mr. FXTM and Mr. X are eligible to receive 50 USD each as a Reward, given that they both have obtained the status "Approved".