

REFER A FRIEND

Terms and Conditions

January 2025



1. INTRODUCTION

FXTM¹ is excited to announce the "Refer a Friend Promotion" (the "Promotion") and invites all Clients of FXTM from the Eligible Country to register. By registering and participating in the Promotion, you agree to be bound by the Terms and Conditions (the "Terms") set out below.

2. INTERPRETATION OF TERMS

2.1. In this Program:

"Account" means a Client's trading account with FXTM into which the Client deposits within the Promotion Period.

"Eligible Country" means South Africa only.

"Friend" means any person(s) with whom the Referrer has a bond or connection and has consented to receive the **Referrer** Code. The friend must register with FXTM, open an Account and adhere to the minimum deposits or other requirements of FXTM, by clicking the Referrer Code. The Friend must complete the registration within 7 (Seven) calendar days of clicking the Referrer Code.

"Minimum Deposit" refers to the minimum total deposit(s) required in the Account(s), as specified on the FXTM website's Account Comparison section, depending on the Account type.

"Minimum number of Lots" means the number of full Standard Lots that the Friend needs to trade for both the Referrer and Friend to receive a Reward on their balance.

"Operative Agreements" refers to agreements entered between the Client and FXTM governing all trading activities, including the Client Agreement, Policies, and Terms of Business, which can be found in the Website's Terms and Conditions section and may be amended periodically.

"Qualified Friend" refers to a Friend who meets the Trading Terms set forth in Section 3.1 below.

"Referrer" refers to a Client who shares their Referrer Link and refers Friends to FXTM.

"Referrer Code" is a unique, personalized code available in FXTM Platform. This code can be distributed by the Referrer and used to identify the Referrer's activities and their Friends introduced to FXTM.

"Reward" refers to an amount up to 500,000 Reward Points for the Referrer and 50,000 Reward Points for the Friend.

"Standard Lot" refers to a standardized quantity of the instrument being traded. In Forex, one Standard Lot equals 100,000 units of a particular currency. A Cent Lot equals 1,000 units of a Standard Lot.

"Trading Terms" means the criteria set forth in Section 3.1 below.

"Websites" refer(s) to www.forextime.com.

- 2.2. Any words not defined herein shall have the meaning provided in the Operative Agreement.
- 2.3. All times referred to herein shall mean Eastern European Time (EET/EEST), as applicable.

3. ELIGIBILITY CRITERIA

¹ FXTM shall refer to Exinity Limited regulated by FSC, Mauritius which is operating under the FXTM brand (available at <u>www.forextime.com</u>).



- a) You are a Client of FXTM, eligible to trade, and have agreed to the Operative Agreements;
- b) You accept the Terms of this Program.

4. TRADING TERMS

- 4.1. To be eligible for a Reward, the Referrer and Friend must meet the following Trading Terms:
 - a) The Friend must complete a total trading volume of (equivalent to) at least 2,000 Tier Points to be eligible for the minimum Friend's bonus and (equivalent to) at least 20,000 Tier Points to be eligible for the maximum Friend's bonus;
 - b) The Friend will receive a 100% deposit bonus up to 250,000 Reward Points upon their first deposit if they enter a Referrer Code prior to first deposit;
 - c) The Referrer will receive up to 50,000 Reward Points when the Friend meets the trading requirement of 20,000 Tier Points through their trading activity;
 - d) This Program applies only to CFDs (cash equities are excluded).

5. **REWARD LIMITS**

- 5.1. Both Referrer and Friend are entitled to a Reward only once per Qualified Friend and irrespective of the number of times the Friend fulfils the Trading Terms.
- 5.2. The Reward shall be paid only to Referrers and Friends who have the status "Approved" as per the Operative Agreements.
- 5.3. Payment of Rewards will not be processed until both the Referrer and Friend obtain the status "Approved."
- 5.4. If abusive behavior is detected in a Client's trading activity, FXTM representatives will attempt to contact the Client within 5 working days. If unsuccessful, the Reward will not be paid.
- 5.5. The Reward will be transferred to the Referrer's and Friend's Account balances based on a weekly payment cycle.

6. THE REFERRER CODE

- 6.1. The Referrer confirms that Friends who receive the Referrer Code:
 - a) Consent to receive the Referrer Code; and
 - b) Are over 18 years old.
- 6.2. The Referrer understands that the Referrer Link should not be distributed to any Friend who resides in jurisdictions where FXTM does not offer services, as provided on the FXTM Website(s).
- 6.3. The Referrer shall not use the Referrer Link in any manner that is illegal, misleading, disparaging, obscene, or detrimental to FXTM.
- 6.4. Inappropriate use of the Referrer Code may lead to immediate termination of the Referrer's participation in the Program.
- 6.5. Referrer acknowledges that they are solely responsible for the distribution and use of the Referrer Link,



and FXTM accepts no responsibility for how the Referrer Link is shared or used.

7. MISCELLANEOUS

- 7.1. Both the Referrer and Friend agree that:
 - a) they have the legal right to participate in the Program and that their participation complies with applicable regulatory requirements;
 - b) they will act in good faith and not engage in misleading practices or actions that could harm FXTM's reputation;
 - c) they agree to indemnify FXTM for any liabilities or claims resulting from their failure to meet their obligations under these Terms. FXTM will not be liable for indirect, incidental, or consequential damages related to the Terms. FXTM's liability is limited to the total Rewards paid to the Referrer and Friend;
 - d) they are not agents of FXTM and cannot bind FXTM in any way. This Program does not create a partnership or agency relationship between the Referrer, Friend, and FXTM.
- 7.2. If a Friend wishes to be removed from the Referrer's link, FXTM will comply, and the Referrer will have no further claims. FXTM is not liable for the consequences of such removals.
- 7.3. FXTM reserves the right to amend, suspend, or terminate the Program or nullify the Reward or profits gained at any time, if FXTM suspects fraud, abuse, misuse, collusion, manipulation, bad faith, arbitrage, deceit or similar actions with no liability for any resulting consequences.
- 7.4. In case of disputes, FXTM will resolve them at its discretion, with the decision being final and binding.
- 7.5. In case of discrepancies between translated versions of the Terms, the English version will prevail.