trading.com

TERMS & CONDITIONS

REFER A FRIEND PROGRAM

INVESTMENT ACCOUNT

A. INTRODUCTION

Trading.com Markets EU Limited operating under the trading name "trading.com" is a Cypriot Investment Firm ("CIF") registered with the Registrar of Companies in Nicosia under the number: HE 328593 and is regulated by the Cyprus Securities & Exchange Commission ("CySEC") under license number 256/14 (hereinafter called the "Company").

The Company is operating under the Cypriot Law L. 87(I)/2017 titled "Investment Services and Activities and Regulated Markets Law of 2017" (hereinafter the "Law") which transposed the European Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, as the same may be in force from time to time and modified or amended from time to time (hereinafter "MiFID II").

The ***"Refer a Friend Program"*** Terms and Conditions is an integral part of the ***"Client Agreement – Terms and Conditions of Business for Investment Account"*** and provisions set herein are considered as an annex of all "**Trading.com Business Terms and Policies**".

B. PARTIES TO THE AGREEMENT

Trading.com Markets EU Limited operating under the trading name "trading.com" is a Cypriot Investment Firm ("CIF") is regulated by the Cyprus Securities & Exchange Commission ("CySEC") under license number 256/14 (hereinafter called the "Company").

and

The respective "Referrer", who shall mean the individual who is a member to Trading.com'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 the Company (hereinafter called the "Referrer");

and

The respective "Referee", who shall mean the individual who has registered to open a trading.com real investment account with the Company, 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 the Company (the "Referee");

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

C. DEFINITIONS OF TERMS

Capitalised terms used in this Agreement, not otherwise defined herein, shall have the meanings set forth and given to them in the Company's Client Agreement – Terms and Conditions of Business for Investment Account. Any defined terms herein shall complement the terms defined in the Client Agreement – Terms and Conditions of Business for Investment Account.

Agreement	Means the current agreement, inclusive of all its terms and conditions.

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Referee	Means the person / friend whom the Referrer invited to the Company 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 the Company 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 the Company, via the Refer a Friend functionality.
Reward	Means a predefined amount of money generated in accordance with the Company'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 webtrader. Referrers shall invite their friends (the "Referees") to the Company using the dedicated/unique link which will appear in the eligible client's webtrader. For each successful Referee, the Referrer will be paid a predefined amount of Rewards, as set in Section E.2, in their investment account, as credit.

2. As a result of the above payment, these credited funds (i.e., the Reward) in the Referrer's investment account shall be available ONLY for investment purposes once added in the Referrer's investment account.

3. A successful Referee is an individual who registers to open an investment account with the Company, via the dedicate link provided by the Referrer, their account gets verified as per the Company's procedures, the minimum amount as required by the account (based on the account's base currency) has been successfully deposited and the client has invested at least once.

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.6 are met.

5. The payment of the amount of Rewards shall be made to the Referrer's investment account, 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 Company'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 the Company.

7. Should the trading activity/behavior on the Referrer's investment account be detected violating the Company'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), the Company 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 the Company may adjust/re-adjust the Reward of the Referrer 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 the Company reserves the right to terminate this functionality at any time with prior notice.

E. "REFER A FRIEND" CONDITIONS OF ELIGIBILITY

1. In order for a client to be able to participate in the Company's "***Refer a Friend Program***" (i.e., Referrers) through their investment account, the Referrer must meet the following criteria:
    a. Has a real, verified investment account; and,
    b. Has deposited, at least, the minimum amount required as per the account's requirements (based on the account's base currency); and,
    c. Has invested at least once.

2. Referrers who meet the eligibility conditions as set hereinabove, will be rewarded with a set amount of 50 USD,- (or EUR 50, GBP 40, CHF 45, PLN 200, HUF 20,000 depending on the Referrer's account base currency). The Reward will be added in the client's investment amount as Credit, per each successful referral to the Company.

3. The Company, at its absolute discretion, offers the ***"Refer a Friend Program"*** to any Client(s) and/or any countries / regions as it deems appropriate and for as long as the Company deems to provide it.

4. For the purposes of this Agreement, a successful referral is based on a-per-client basis (i.e., per Referee).

5. Referrers, who participate in the "***Refer a Friend Program***" can invite their friends (i.e., Referees) to the Company via the provided dedicated link. Referees will need to register a trading.com real investment account through the link provided.

6. The referral is considered successful only if the following requirements are met:

    a. The Referee must open, verify and fund his/her investment account; and
    b. must invest at least once.

7. Referrers are not allowed to refer the same person, as Referee, more than once.

8. Referrers are not allowed to invite existing clients to the Program.

9. Subject to the requirements set in Section E.6., the Referrer will be rewarded with the set amount defined in Section E.2. above in their investment account on a daily basis.

10. The Company reserves the right, at its reasonable discretion, to periodically launch limited-time campaigns that may provide increased Rewards to Eligible Referrers.

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11. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the ***"Refer a Friend Program".*** Without limiting the foregoing, participation in the ***"Refer a Friend Program"*** 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 *"Refer a Friend Program".***

12. If the registration and / or trading data of a participant in the ***"Refer a Friend Program"*** corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the ***"Refer a Friend Program",*** the Company reserves the right to regard this matching as a reason for immediate disqualification. such person or entity, whether through ownership of voting securities or otherwise.

13. Persons associated in any manner whatsoever with the Company and/or with the specific websites and/or social network sites on which the Company may be running from time to time certain specific promotions, contests and/or surveys, in the context of which access to the ***"Refer a Friend Program"*** is offered, are not allowed to participate in the offer.

14. All Eligible Clients are permitted to hold only one (1) ***"Refer a Friend Program"*** Account per one (1) unique IP address. Multiple registrations from the same IP are not permitted.

15. The "***Refer a Friend Program***" applies to the real investment accounts of Eligible Clients in accordance with the rules set forth herein cannot be transferred between live accounts with the Company.

16. The Rewards are **not** withdrawable.

F. GENERAL TERMS

1. The ***"Refer a Friend Program"*** applies to all clients who open real investment account with the Company in accordance with the rules set herein and granted bonuses may be used for investment purposes only and cannot be withdrawn.

2. Granted bonuses cannot be separately transferred between, or from Eligible Clients' real investment accounts with the Company.

3. The Company reserves the right, at its reasonable discretion:

   a. to decline registration of any participant in the "***Refer a Friend Program***"; and
   b. 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 ***"Trading.com Business Terms and Policies"*** set forth on the Company's website.

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

4. The Company 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.

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5. The Company reserves the right to alter, amend or terminate the ***"Refer a Friend Program"*** or any aspect of it at any time. Prior notice of such changes will be given to clients and the Company will post any such changes on its website. It is recommended that participants in the ***"Refer a Friend Program"*** consult these Terms & Conditions on the Company's website regularly. Please note that taking part in the ***"Refer a Friend Program"*** constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.

6. Any indication or suspicion, in the Company'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 investing in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a trading bonus/reward or any other forms of deceitful or fraudulent activity, will nullify all previously credited funds of the Parties' real account with the Company and/or any and all transactions carried and/or profits or losses and/or Rewards garnered therein. In these circumstances, the Company reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Parties' real account with the Company, cancel all orders and annul all profits and/or Rewards of such Parties. In these circumstances, the Company shall not be liable for any consequences of the trading bonus cancelation, including, but not limited to, order(s) closure by Stop Out.

7. The ***"Refer a Friend Program"*** is not applicable for holders of derivatives trading account(s), e.g., CFDs account. If a Referee creates a derivative trading account instead of an investment account, the Referrer **will not** be awarded the relevant Reward amount.

8. Taking part in the ***"Refer a Friend Program"*** constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on the Company's website.

9. The ***"Refer a Friend Program"*** terms shall be governed by and construed in accordance with the Laws of Cyprus. Any dispute or situation not covered by these terms will be resolved by the Company 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.

10. 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.

11. The Company 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 the sole discretion of the Company.

12. Upon termination of this Agreement, the Company shall pay the Referrer any Rewards due as set out in this Agreement.

G. RISK WARNING

Investing in shares involves risks. The value of your investments may increase and decrease and this may result in losing all your invested capital. Any references to past performance are no guarantee of future returns or future performance.

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