



# **CREDIT BONUS TERMS AND CONDITIONS**

## 1. Introduction

- 1.1. Subject to the Terms and Conditions set forth hereinafter (the “**Offer Terms**”) and XM (“**XM**”) Business Terms and Policies set forth on the XM Website (the “**XM Website**”) at the following URL: <http://www.xm.com/legal-documents> (“**XM’ business Terms and Policies**”), Clients that meet the criteria set forth hereinafter (“**Eligible Clients**”) will, from the **16<sup>th</sup> of April, 2014 at 22:01 GMT time zone** onwards, be eligible for a **CREDIT BONUS** equal to:
- a. **30%** on the amount of their first deposit or subsequent deposits (other than first deposit) that is made in their live Micro, Standard or Executive Account(s) with XM, provided that the maximum amount of any such Credit Bonus awarded to any particular Eligible Client will be limited to a maximum amount of **USD 10 000.-** (or currency equivalent : the exchange ratio is being updated once a day at 00.00 server time) in total.

## 2. Offer Terms

- 2.1. The Offer Terms set forth hereinafter (the “**Offer Terms**”) form the basis of the “**Credit Bonus**” promotional offer, whereby Eligible Clients of XM may be rewarded with a Credit bonus to their live Micro, Standard and Executive Accounts (the “**Offer**”) when trading on these accounts, subject to these Offer Terms (the “**Credit Bonus**”).
- 2.2. Taking part in this Offer constitutes acceptance of these Offer Terms. XM is a registered trademark of Trading Point of Financial Instruments Ltd., a Cypriot Investment Firm (CIF) registered with the Registrar of Companies in Nicosia under number HE 251334, and regulated by the Cyprus Securities and Exchange Commission (CySEC) under license number 120/10. XM operates in accordance with the Markets of Financial Instruments Directive (MiFID) of the European Union.
- 2.3. XM reserves the right to alter, amend or terminate this Offer, or any aspect of it, at its sole discretion, at any time and without prior notice and will notify you of any such changes by posting the modified Offer Terms on the XM Website. XM recommends that you revisit these Offer Terms regularly. Please note that by your continued use of the XM Website and the services offered by XM you accept any such modified Offer Terms.
- 2.4. XM reserves a right to decline a Client’s “**Credit Bonus**” application at any time and at its sole discretion, without the need to provide any justification or explaining the reasons for any such declination. Under no circumstances shall XM be liable for any

consequences of any bonus cancelation or decline, including, but not limited to, order(s) closure by Stop Out.

- 2.5. XM reserves the right, at its sole discretion, to disqualify any individual that tampers or attempts to tamper with the operation of the Offer, or breaches the Offer Terms and/or any of XM' Business Terms and Policies. In these circumstances, XM shall not be liable for any consequences of the bonus cancelation, including, but not limited to, order(s) closure by Stop Out.
- 2.6. These Offer Terms shall be governed by and construed in accordance with the Laws of the Republic of Cyprus. Any dispute or situation not covered by these Offer Terms will be resolved by XM' management 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.
- 2.7. If any of these Offer Terms were to be translated into a language other than English, then the English version of these Offer Terms shall prevail where there is an inconsistency.

### **3. Conditions of Eligibility**

- 3.1. Subject to, and without prejudice to, all other Business Terms and Policies, the Offer is available to XM' Clients who have satisfied the Eligibility Criteria for the Offer ("**Eligible Client**"), as set out in the Sections following hereinafter.
- 3.2. The Eligibility Criteria for the Offer are:
  - a. The "**Credit Bonus**" scheme shall only apply to Eligible Clients of XM with a live Micro, Standard or Executive Account.
  - b. The Eligible Client must elect to opt-in to take part in the Offer by expressly confirming his or her decision on the Offer landing page that is posted on the XM Website.
  - c. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "**Credit Bonus**" scheme; without limiting the foregoing, participation in the "**Credit Bonus**" scheme 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 "CREDIT BONUS" SCHEME.

- d. In order to qualify for the "Credit Bonus", Eligible Clients must provide XM with true, accurate, current and complete information, including their full name, identical to that specified in their ID documentation, as well as an active contact e-mail, and must upload all necessary, clear and legal documents in the member's area. Eligible Clients must agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal their identity for any purpose. XM will treat with care all such information that is entrusted to it, in accordance with the disclosures provided during the registration process and in XM' Privacy Policy.
- e. During the Account opening and registration process Eligible Clients are being asked to choose a 'username' and 'password' that will be used by them every time they access their account with XM and use XM' services. For their protection and that of other users of XM' services, Eligible Clients should not share their registration information (including their 'username' and 'password') with any other person or business entity for any purpose including, but not limited to, facilitating access and unauthorized use of XM' services. Eligible clients are solely responsible for all acts or omissions that occur within their account with XM and/or XM' Website(s) through the use of their registration information. If an Eligible Client believes that someone has used or is using his or her registration information, 'username' or 'password' to access any of XM' services without his or her prior authorization, he or she should notify XM immediately.

#### 4. **The Offer**

- 4.1. Subject to all other Business Terms and Policies, any Credit Bonuses due to Eligible Clients will be equivalent to:
  - a. 30% on the amount of their first deposit or subsequent deposits (other than first deposit) that is made in their live Micro, Standard or Executive Account(s) with XM, provided that the maximum amount of any such Credit Bonus awarded to any particular Eligible Client will be limited to a maximum amount of USD 10 000,- (or currency equivalent: the exchange ratio is being updated once a day at 00.00 server time) in total.

- 4.2. Credit Bonuses will be credited to Eligible Clients' live Micro, Standard or Executive Account(s) with XM, in each instance, within twenty-four (24) working hours after their relevant deposit with XM has been made.
- 4.3. Credit Bonuses may be used for trading purposes only and cannot be withdrawn. Profits from trading on live Micro, Standard or Executive Account(s) with XM may, however, be withdrawn anytime.
- 4.4. Any withdrawal of funds from an Eligible Clients' live Micro, Standard or Executive Account(s) with XM will immediately nullify all previously awarded Credit Bonus and will cause all previously awarded Welcome Credit Bonus(es)/ Loyalty Credit Bonus(es) / Credit Bonus(es) to be withdrawn from the respective Eligible Client's live Micro, Standard or Executive Account with XM.
- 4.5. Insofar as the Credit Bonus on first deposits or subsequent deposit is concerned, this promotion may, for as long as it remains in effect, be redeemed by any individual Eligible Client with respect to all his live Micro, Standard or Executive Account(s) with XM only once, up to a maximum amount of USD 10 000,- (or currency equivalent) daily per Eligible Client.
- 4.6. In the event that the amount of an Eligible Client's equity in his live Micro, Standard or Executive Account(s) with XM, becomes zero or less, all previously awarded Credit Bonus will be cancelled and will be withdrawn from the respective Eligible Client's live Micro, Standard or Executive Account with XM. In these circumstances, XM shall not be liable for any consequences of the bonus cancelation, including, but not limited to, order(s) closure by Stop Out.
- 4.7. In the event of internal transfers between trading Accounts with XM, bonuses previously credited to sending account will be moved proportionally to the percentage of transferred balance into receiving account. No new/additional bonuses will be credited upon internal transfer to receiving account.
- 4.8. Credit Bonuses cannot be transferred between, or from Eligible Clients' trading Accounts with XM.
- 4.9. Any indication or suspicion, in the Company's 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 Bonus without being genuinely interested in trading in the markets and/or taking

market risk), fraud, manipulation, cash-back arbitrage connected to a Credit Bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited bonuses of the Eligible Client's live Micro, Standard or Executive Accounts with XM and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, XM reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client's live Micro, Standard or Executive Accounts with XM, cancel all orders and annul all profits of such participant. In these circumstances, XM shall not be liable for any consequences of the bonus cancelation, including, but not limited to, order(s) closure by Stop Out.

4.10. No partners' (Affiliates') commissions are paid for trading Credit Bonus funds.

4.11. This Offer cannot be combined with any other offers or promotions offered by XM.

## **5. Exclusions**

5.1. Participation of "Intermediaries/Related Parties" in the "Credit Bonus" scheme is prohibited. If the registration data of a participant in the "Credit Bonus" scheme corresponds with the registration information of another participant in the "Credit Bonus" scheme, XM reserves the right, at its sole discretion, 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 "Credit Bonus" scheme, including, without limitation:

- a. family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
- b. any person or entity, whom any participant in the "Credit Bonus" scheme, 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 "Credit Bonus" scheme; 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 "Credit Bonus" scheme, shall mean the possession, directly or indirectly 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.



- 5.2. Similarly, persons associated in any manner whatsoever with XM and/or with the specific websites and/or social network sites on which XM may be running from time to time certain specific promotions, contests and/or surveys, in the context of which access to the “Credit Bonus” scheme is offered, are not allowed to participate in the “Credit Bonus” scheme.
- 5.3. The “Credit Bonus” scheme is not available for Account holders who are enrolled in cash-back or pip-rebate programs through 3<sup>rd</sup> party websites.
- 5.4. The “Credit Bonus” scheme is not available for Account holders who are residents of Vietnam and China.

## 6. **Risk Warning**

- 6.1. It is important that Eligible Clients are aware that their risks are not limited to their deposit(s) and that by making a qualifying trade it is possible to lose more than the deposit. In some circumstances, losses may be considerably more than any initial or minimum deposit.

## 7. **Date**

- 7.1. These Terms and Conditions are dated as of the 16<sup>th</sup> of April and will enter into effect with respect to all first and/or subsequent deposits that are made by Eligible Client in their respective live Micro, Standard or Executive Account(s) with XM from the 17<sup>th</sup> of April at 22:00 GMT time zone onwards.
- 7.2. This Offer will remain in effect for as long as XM deems fit to provide it, based on the Offer Terms outlined herein. XM reserves the right to modify or cancel this Offer at its sole discretion at any time.