



**XM**

[WWW.XM.COM](http://WWW.XM.COM)

**LIVE TRAINING EXCLUSIVE OFFER**

# Live Training Exclusive Offer

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## 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**”), starting from **1<sup>st</sup> of July, 2014**, will be eligible to participate in “**Live Training Exclusive Offer**” and gain opportunity personally participate in very unique training program.

## 2. Offer Terms

- 2.1. The Offer Terms set forth hereinafter (the “**Offer Terms**”) form the basis of the “**Live Training Exclusive Offer**” promotional offer, whereby Eligible Clients of XM” may be granted participation in special training program, subject to these Offer Terms (the “**Live Training Exclusive Offer**”).
- 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 Offer Terms on the XM Website(s). XM recommends that you revisit these Offer Terms regularly. Please note that by your continued use of the XM Website(s) and the services offered by XM you accept any such modified Offer Terms.
- 2.4. XM reserves a right to decline a Client’s “**Live Training Exclusive Offer**” 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 cancelation or decline of this Offer.
- 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 Offer cancellation.

- 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 "**Live Training Exclusive Offer**" shall only apply to Eligible Clients of XM with registered real Client's Account (Micro, Standard or Executive).
- b. Eligible Clients in order to participate in "**Live Training Exclusive Offer**" and during the period of participation need to maintain balance of minimum 1500 EUR (or currency equivalent) in their real (Micro, Standard or Executive) Account(s) in total.
- c. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "**Live Training Exclusive Offer**"; without limiting the foregoing, participation in the "**Live Training Exclusive Offer**" 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 "Live Training Exclusive Offer".**
- d. Participation in "**Live Training Exclusive Offer**" is not transferable, only Eligible, registered Clients, not any of their representatives /proxies may attend trainings and workshops provided in the Offer.

#### 4. The Offer

- 4.1. Subject to all other Business Terms and Policies, Eligible Clients will be able to participate in “**Live Training Exclusive Offer**” and gain 90 calendar days access to exclusive training.
- 4.2. Eligible Clients in order to participate in “**Live Training Exclusive Offer**” and during the period of participation need to maintain balance of minimum 1500 EUR (or currency equivalent) in their real (Micro, Standard or Executive) Account(s) in total.
- 4.3. All Eligible Clients, who participate in “**Live Training Exclusive Offer**” are required in all times to maintain appropriate, respectful behaviour, which will not negatively affect order of the training nor disturb participation of any other Eligible Client. Assigned trainer has a right to decline participation of any Eligible Client in any time, whenever he decides, in his sole discretion, that Eligible Clients’ presents has a negative effect on the conduct of the training.
- 4.4. ‘XM’ will not provide participants of “**Live Training Exclusive Offer**” with any materials /workbooks / manuals presented during trainings, however all participants are permitted to create their own notes and comments within the requirements and in respect of copyrights of all presented Intellectual Property of ‘XM’.
- 4.5. ‘XM’ reserves the right to alter Offer’s conditions including, but not limited to dates, trainers , requirements, 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(s). XM recommends that you revisit these Offer Terms regularly. Please note that by your continued use of the XM Website(s) and the services offered by XM you accept any such modified Offer Terms.
- 4.6. Any indication or suspicion of fraud, manipulation, other forms of deceitful or fraudulent activity, attempts to tamper with the operation of the Offer, or breaches the Offer Terms and/or any of XM’ Business Terms and Policies will cause disqualification of any individual in participation in Offer. XM reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Client’s Account(s), cancel all previously generated profits / revenues and annul all rebates / trades of such participant. In these circumstances, XM shall not be liable for any consequences of the Offer cancelation, including, but not limited to, nullification of all previously gathered rebates /profits.
- 4.7. This Offer cannot be combined with any other offers or promotions offered by XM.

## **5. OWNERSHIP OF COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE NAMES, MARKETING MATERIALS AND PROMOTIONAL MATERIAL(S)**

- 5.1. Any of XM' copyrights, trademarks, service marks, trade names, Marketing Materials, Promotional Materials, Training Materials, Websites, internet domain names and any associated goodwill, whether presently existing or later developed (collectively "**Intellectual Property**") are included in Banners and/or Text Links or other Marketing Materials and/or Promotional Materials that you obtain through XM' Website(s) or that you otherwise receive from XM, you have no right to display or otherwise use any of XM' Intellectual Property.
- 5.2. You agree that XM shall retain full ownership rights in and to its "**Intellectual Property**" and you agree to sign any document as reasonably required to effect the recording or protection of any such Intellectual Property; You agree not to make use of any "**Intellectual Property**" (including , but not limited to, any audio/video recordings, notes, any kind of copies of presented materials) in any manner whatsoever, without the prior written and express approval of XM and that any and all rights that might be acquired by the use of the "**Intellectual Property**" shall inure to the sole benefit of XM; if you were to obtain any such right, title and/or interest in or to the "**Intellectual Property**" at any time, whether or not this Agreement is in effect, you shall immediately transfer those rights back to XM upon XM' first request; You acknowledge and agree that, in the event that permission to make use of any Intellectual Property is granted by XM, as between the Parties or under or pursuant to this Agreement in accordance with the terms and conditions set forth herein, you shall be extended only a mere permissive right to use such Intellectual Property, as provided in the relevant license agreement and in accordance with the terms and conditions thereof, which permissive right is not coupled with any ownership

## **6. Date**

- 6.1. These Terms and Conditions are dated as of the **1<sup>st</sup> of July 2014** and will enter into effect from the **2<sup>nd</sup> of July 2014 at 22:01 GMT time** onwards.
- 6.2. 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.