


# NO DEPOSIT BONUS TERMS AND CONDITIONS

# TERMS AND CONDITIONS BONUS SCHEME

## A. Introduction

1. Trading Point of Financial Instruments Pty Ltd (ACN 164 367 113), operating under the business name XM.com, is regulated by the Australian Securities & Investments Commission ("ASIC") and holds an Australian Financial Services License (Number 443670) (hereinafter the "Company" or "XM").

2. The "***Bonus Scheme***" Terms and Conditions is an integral part of the "***XM Business Terms and Policies***" and provisions set herein are considered as an annex of all "***XM Business Terms and Policies***".

## B. Conditions of Eligibility

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 Clients***") as set out in the sections following hereinafter.

2. The "***Bonus Scheme***" may be offered by XM from time to time to clients who open real trading accounts with XM, in cases where such clients are referred to XM via specific websites and/or social network sites in the context of certain specific promotions, and/or surveys that XM may be running from time to time on such specific websites and/or social network sites.

3. XM, at its absolute discretion, offers the "***Bonus Scheme***" to any Client(s) and/or any countries / regions as it deems appropriate and for as long as XM deems to provide it.

4. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "***Bonus Scheme***". Without limiting the foregoing, participation in the "***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 "*Bonus Scheme*".**

5. Participation of "***Intermediaries/Related Parties***" in the "***Bonus Scheme***" is prohibited. If the registration and / or trading data of a participant in the "***Bonus Scheme***" corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the "***Bonus Scheme***", XM reserves the right 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 "***Bonus Scheme***" , including, without limitation:

a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;

b) person or entity, whom any participant in the "***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 "***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 "***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.

6. 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 **"*Bonus Scheme*"** is offered, are not allowed to participate in the offer.

## C. Specific "Bonus Scheme" Terms

1. Eligible Clients, who meet the criteria set forth herein are able to receive Bonuses equal to :

a) ***30 USD,***-(or currency equivalent) of "No Deposit Bonus".

b) In order to activate and credit Account with "No Deposit Bonus" all Eligible Clients need to perform phone number (SMS) verification of this **"*Bonus Scheme*"** offer in dedicated option in Members Area.

2. This **"*Bonus Scheme*"** applies only to new clients of XM.

3. All Eligible Clients are permitted to hold only one (1) "No Deposit Bonus" Account per one (1) unique IP address. Multiple registrations from the same IP are not permitted nor multiple "No Deposit Bonus" Accounts register with same personal details.

4. Profits from trading on "No Deposit Bonus" Accounts may be withdrawn anytime, provided that the trading volume in the relevant real trading Account reaches at least 50 micro lots ( 0,5 standard lots ), and provided that at least 5 round turn trades have been completed. The number of lots traded and of round turn trades realized can be verified by logging in to account under the "Account History" tab or by logging in to Members Area.

5. Subject to the provisions set forth above, the minimum amount that can be withdrawn from any account that participates in this **"*Bonus Scheme*"** cannot be less than twice the amount of granted "No Deposit Bonus" (example: amount of "No Deposit Bonus" = 30 USD – min. withdrawal amount = 60 USD) and that in order to be able to withdraw from any such accounts all orders (including pending orders) must be closed.

6. Use of Expert Advisors and/or any other form of automated trading including but not limited to any trading signals, scalping, arbitrage techniques and news trading is not allowed in any account that is participating in this **"*Bonus Scheme*"**. Similarly, the use of proxies is not allowed with respect to any such accounts either. All trading instruments that are available in the trading terminal may be used for trading. All orders that have been placed at non-market prices will be cancelled.

## D. General Terms

1. Please note that it may take up to 24 hours before any bonus is added to the account of an Eligible Client who meets all of the criteria set forth herein.

2. The "***Bonus Scheme***" applies to all clients who open real Account with XM in accordance with the rules set herein and granted bonuses may be used for trading purposes only and cannot be withdrawn.

3. Any withdrawal of funds from an Eligible Clients real Account(s) with XM will immediately nullify all previously awarded Bonus(es) and will cause all previously awarded Bonus(es) to be withdrawn from the respective Eligible Clients real Account with XM.

4. 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. In case that receiving account is not eligible for bonuses, amount of bonuses deducted from sending account will not be credited into receiving account and therefore that proportion of bonuses will be nullified.

5. Bonuses cannot be separately transferred between, or from Eligible Clients' real trading Accounts with XM.

6. XM reserves the right, at its sole discretion, to decline registration of any participant in the "***Bonus Scheme***" without having to explain the reasons and further reserves the right to disqualify any participant in the **"*Bonus Scheme*"** who tampers or attempts to tamper with the operation of the **"*Bonus Scheme*"**, or breaches these terms and/or any of the "***XM Business Terms and Policies***" set forth on XM's Website at the following URL: http://www.xm.com/au/legal-documents. 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.

7. XM reserves the right, at its sole discretion, to alter, amend or terminate the "***Bonus Scheme***", or any aspect of it, at any time and without prior notice. XM posts any such changes on XM's Website. It is recommended that participants in the "***Bonus Scheme***" consult these Terms & Conditions on the XM Website regularly. Please note that taking part in the "***Bonus Scheme***" and or continued use of the XM Website and the services offered by XM constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.

8. 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 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 Bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited bonuses of the Eligible Client's real trading 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 real trading Account(s) 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.

9. In the event that Account becomes Dormant all previously awarded Bonus(es) will be immediately withdrawn from the respective Eligible Clients real Account with XM.

10. This promotion may be redeemed only once by any Eligible Client.

11. Taking part in the "***Bonus Scheme***" constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on XM's Website at the following URL: **http://www.xm.com/au/legal-documents.**

12. The "***Bonus Scheme***" is available for a limited period of time only, as indicated in the rules of engagement of the specific promotion, and/or survey of which the "***Bonus Scheme***" is mentioned to be a part.

13. "***Bonus Scheme***" terms shall be governed by and construed in accordance with the Laws of New South Wales, Australia. Any dispute or situation not covered by these terms will be resolved by XM 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.

14. If any of "***Bonus Scheme***" 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.