

# **BDSTRADING**

## **REFER A FRIEND CAMPAIGN**

### **Terms & Conditions**

**January 2021**

# BDS MARKETS

## 1. General Provisions

1.1 By participating to the Refer a Friend Campaign with BDS Markets (hereafter the “**Company**”), the Client acknowledges that (s)he has read, accepted and agreed to be bound by the terms and conditions herein (hereafter referred to as the “**Refer a Friend Campaign**” or “**Refer a Friend Terms & Conditions**”) which form a part of the Client Agreement and the Company’s General Terms and Conditions for Forex and CFDs (hereafter referred to as the “**Client Agreement**” or “**General Terms & Conditions**”).

1.2 The decision whether to offer any trading benefit or Referral Rewards to a prospective or existing client is clearly and indisputably at the Company’s absolute and unreserved discretion. The Company shall, as part of its fiduciary and legal responsibilities, take into consideration any information that you present to the Company during the application process which includes, but it is not limited to, your financial situation, trading experience and knowledge. The Company, based on the information provided by the Client, will evaluate whether a trading benefit is suitable and/or appropriate for the Client prior granting it.

1.3 Trading benefits (i.e. Bonuses or Referral Awards) are in general intended for sufficiently experienced traders. If you are interested in receiving a benefit, you should carefully read, understand and accept the Terms and Conditions herein before requesting or accepting a Referral Reward from the Company.

1.4 Referral Rewards will only be granted to clients who have successfully completed the account opening procedure and been fully accepted as Clients by the Company by receiving a relevant notification as per the Company’s General Terms and Conditions.

1.5 Before granting Referral Reward, the Company will request the Client’s explicit consent/ acceptance, either in written form or in other equivalent means. If the Client does not consent to the Refer a Friend Terms & Conditions, the Company will not grant him/her the trading benefit.

1.6 The Company reserves the right, in its sole discretion as it deems fit, to amend the Terms & Conditions herein at any time by giving notice to the Client by internal mail or by email or by placing a notice on the Company’s website. The Company will endeavor to provide the Client with an advance notice of such amendments unless it is otherwise impractical for the Company to do so. Additionally, the Client will have the option either to continue using the trading benefit or cancel it without any cost and without to be considered that the trading conditions are not fulfilled.

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## 2. Definition

2.1 All terms shall have the definition assigned to them in Paragraph 4 of the Client Agreement.

2.2 Unless indicated to the contrary, the terms stated below shall have the following meanings and may be used in the singular or plural as appropriate:

**“Referred Friend” or “Referred Party”** shall mean a new Client who has never used the services of the Company or any of its Group Companies before and who has been referred by the Referring Party and is fulfilling all the conditions stated herein.

**“Referring Client” or “Referring Party”** shall mean the “Client” as specified in the General Terms and Conditions, who has been fully verified and identified and has access to the referral link.

## 3. Refer a Friend Terms & Conditions

3.1. The Refer a Friend Campaign shall start on December 8, 2020, and end on December 8, 2021. At the end of this Period, the Company, at its sole discretion, may decide to automatically renew the Campaign under the same terms. The initial term of the Campaign may be adjusted as set out paragraph 1.6. above.

3.2. The Refer a Friend Campaign will **not be available** for Clients resident of the European Union (“EU”), the European Economic Area (“EEA”) or of any other country, according to the local regulations in force or to the Company’s Prohibited Countries Policy as updated from time to time.

### 3.3. Eligibility

To be entitled to Participate to the Refer a Friend Campaign, the Referring Party must be any Client who has been accepted as a Client by the Company **and fulfil the following conditions:**

- a. has fully identified himself/herself by uploading all the required documentation to be accepted has a Client and be fully verified by the Company as per its KYC procedures, and
- b. made a deposit of **at least €500 (five hundred euros)** or an equivalent currency amount on his/ her Trading Account, and
- c. place a **minimum of 6 (six) real money trades on his/her Trading Account**, a trade shall mean in this context an order opened and closed on the Trading Account, with the Company **within the last 3 (three) months**, and

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- d. should not be already a Partner of the Company or participate in a partnership, in any way, with the Company or with the Group Companies, and
- e. generate the Unique Referral Link (hereafter the '**Referral Link**') from his/her Personal Account Dashboard (hereafter the '**Dashboard**').

3.4. If the conditions set out above under paragraph 3.3 are fulfilled the **Referring Party shall use the Referral Link**, available on the Dashboard and forward it to a Friend he/she wants to refer to the Company to become a **Referred Friend**.

3.5. **To be qualified** as Referred Friend, **the Referred Party must fulfill the following conditions:**

- a. sign up using the **Unique Referral Link received from the Referring Party**, and
- b. fully identify him/herself as required by the Company's General Terms and Conditions and provide the Company with any further documentation as it might require if it deems necessary in order to successfully complete the Client onboarding process, and
- c. not be an existing client or a family member of the Referring Party, and
- d. Activate the Referral Link **within the Activation Period, as set out below:**
  - I. 1 (one) month if the Referring Party is a Client with the Company for at least 3 (three) months, or
  - II. 3 (three) months if the Referring Party is a Client with the Company at least for 6 (six months).
- e. Place a minimum of **6 (six) real money trades on his/her Trading Account**, a trade shall mean in this context an order opened and closed of the Trading Account, during the Link Activation Period as set out above.

## 3.6. Referral Rewards

3.6.1. Once the above-mentioned conditions are met, the Referred Party and the Referring Friend are entitled to the following **Referral Rewards** (hereafter the '**Rewards**') based on the Referring Party Lifetime Period with the Company from the date of first account deposit on verified trading account:

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- a. For Referring Party/Client with **up to 3 (three) months Lifetime**: Referral Reward of €40 (forty euros) for the Referring Party and €20 (twenty euros) for the Referred Friend.
- b. For Referring Party/Clients with **up to 12 (twelve) months Lifetime**: Referral Reward of €80 (eighty euros) for the Referring Party and €20 for the Referred Friend.
- c. For Referring Party/Clients with **up to 18 (eighty) months lifetime**: Referral Reward of €150 (one hundred and fifty euros) for the Referring Party and €20 (twenty euros) for the Referred Friend.

3.6.2. Any Reward shall be paid in euros or equivalent amounts in case of non-euros denominated accounts.

3.6.3. The Rewards are also available for withdrawal subject to the Company's Withdrawal Rules as specified in the Company's General Terms and Conditions.

3.7 The Referring Party shall be entitled **to a maximum of 10 (ten) Referrals**. Once the Referring Party has reached the maximum of 10 (ten) Referrals, he/she will be eligible to apply to the Introducing Broker Program with the Company or with another Company of the Group.

3.8 All the terms set out in this Refer a Friend Terms & Conditions shall be fulfilled by the Referring Party AND the Referred Party for the Reward to be granted. In the event that only one of the Parties has fulfilled the Terms & Conditions, the other Party or both Parties shall not be granted with the Reward.

## 4. Referring Party/Client's Obligations and Warranties

4.1 At all times, the Referring Party / Client shall meet, follow, and apply the Marketing Guidelines and Business [CD2] Code of Conduct of the Company.

4.2 All invitations to open an account (Referral Link) must have a risk warning as set out in paragraph 5.1. below.

4.3 All invitation and promotional material must be fair and not misleading.

4.4 It is prohibited, and the Referring Party warrants the Company that he/she will not:

- a. Use any sort of Spam to attract Referred Parties
- b. Conduct any sort of pre-sale or cold calls to attack Referred Parties

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- c. Offer Compensation to users for signing up through the Referral Link
- d. promote the Company or any of its brands on any platform that contains any form of pornographic, violent, defamatory, malicious, fraudulent, obscene, and/or unlawful content.
- e. misuse of the Company name or any of its brand names with false/unwarranted statements about the Company and the product in any way. Only promotions, rewards and bonuses that exist on our platform can be advertised.

4.5 The Parties acknowledge that this section is an essential part of the Terms & Conditions and In the event of any breach identified on the provision herein, the Company reserves the right to take all appropriate measures deemed necessary.

## 5. Acknowledgements, Warnings & Termination

5.1 The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading in such products, the Client understands it is possible to lose all of their invested capital. These products may not be suitable for everyone and the Client should ensure that (s) he understands the risks involved. The Client should seek independent advice if necessary.

5.2 At all times, the Company reserves the right to deny, withhold or withdraw any promotion at its sole discretion. If the Company suspects any wrongdoing, deception, fraud or other forms of deceitful or fraudulent activity in a Client's trading or if the Client otherwise acted with a lack of good faith towards the Company, then the Company reserves the right, at its sole discretion to:

- a. temporarily or permanently, block, suspend or terminate the Services or any portion thereof and close the Account, and/or
- b. remove and/or deduct any offer, upgradation, advantage which might have been granted to such users (taking into account any loss sustained which will be fully recognized) and/or;
- c. remove and/or deduct any profits gained by such users as a result of such manipulation or abuse, including by closing any open positions the applicable account(s), and/or
- d. deny, withhold, or withdraw from that user such promotion and any future promotion. For the avoidance of doubt in such circumstances, Advantage or any other discounts granted

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to such users and any profit or gains obtained by such users may be withdrawn, while any loss suffered by such users will be recognised and sustained and/or

- e. cancel all orders and/or transactions executed and nullify all profits generated, and/or
- f. terminate that Client's access to the services provided by the Company or the Group of Companies and/or terminate the contract between the Company and the Group of Companies and the Client for the provision of services. In case of permanent termination of the business relationship with the Client, any unused funds (less profits generated from it, if applicable) will be transferred to the Client back to the same source it originated.

5.3 The Client acknowledges that the Company shall not be held liable for any losses incurred by Client as a result of his /her trading or in relation to this Refer a Friend Campaign.

5.4 In the event of a dispute or misinterpretation of the Refer a Friend Terms & Conditions, this shall be resolved in accordance with the Company's Complaints Handling Procedure Policy, by the Company, acting in good faith and it shall, in its sole absolute discretion, deem fit appropriate. The Decision of the Company shall be final and binding.

5.5 The Company reserves the right to levy an administration charge on the Client up to the value of the offer to cover any costs incurred by the Company in respect of validating or investigating information provided by the Client to the Company or contacting the client.

5.6 The Refer a Friend Terms & Conditions are made in the English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between the original English text and its translation into any other language, as the case may be, the original version in English shall prevail.