

TERMS & CONDITIONS FOR REFER A FRIEND PROGRAM

REFER-A-FRIEND PROGRAM

This Program shall run until 31 December 2024 (closing at 23:59:59 Time Zone GMT+3) (the “Promotional Period”).

1. TERMS AND CONDITIONS

1.1. These terms and conditions (“Terms”) set out the rules for the markets.com Refer a Friend Program (the “Refer a Friend Program” or the “Program”). Under the Refer a Friend Program, Finalto (BVI) Limited (the “Company”) offers to its existing Clients (the “Referrer”) the possibility to refer a friend (the “Referred Client”) in order to receive a referral payment reward (the “Payment”) or alternatively a bonus payment (“Bonus”). By participating in the Refer a Friend Program, the Referrer and the Referred Client are deemed to have accepted these Terms. Capitalized terms shall have the meaning ascribed to them in the Company’s [Terms & Conditions](#) (the “T&C”) as amended from time to time, unless otherwise defined herein.

1.2. Subject to these Terms, the Refer a Friend Program’s Payments or Bonuses are as follows:

A. The Referred Client makes minimum initial deposit of USD 100 - USD 500 and trades at least five (5) lots .	B. The Referred Client makes minimum initial deposit of USD 500 - USD 1,000 and trades at least five (5) lots .
The Referrer is eligible to receive a payment of: USD 50 Payment to Referrer Account OR USD 200 as Bonus (in the Referrer’s discretion)	The Referrer is eligible to receive a payment of: USD 150 Payment to Referrer Account OR USD 500 as Bonus (in the Referrer’s discretion)

C. The Referred Client makes minimum initial deposit of USD 1,000 - USD 2,000 and trades at least five (5) lots .	D. Where the Referred Client makes an initial deposit of USD 2,000 and trades at least five (5) lots .
The Referrer is eligible to receive a payment of: USD 250 Payment to Referrer Account OR USD 750 as Bonus (in the Referrer’s discretion)	The Referrer is eligible to receive a payment of: USD 375 Payment to Referrer Account OR USD 1,000 as Bonus (in the Referrer’s discretion)

1.3. Only one option from the above table is applicable for the Refer a Friend Program Payment.

1.4. The Company shall offer to its existing clients who successfully refers a person to the Company, a one-time payment as stated in the table above per Referred Client during the Promotional Period, in accordance with the Terms. By participating in the Program, the Referrer and the Referred Client are deemed to have accepted these Terms.

2. ELIGIBILITY OF REFERRER

2.1. A client will be deemed to be a 'Referrer' if all of the following conditions are met:

- a) be an individual (rather than a company);
- b) have successfully registered for an account with the Company;
- c) have satisfied all KYC, AML and other requirements for registration; and
- d) have maintained an active account during the Promotional Period, meaning that they must have executed at least one trade within the Promotional Period.

2.2. The client must not be any of the following:

- a) based in Kenya or in a Banned Jurisdiction;
- b) an employee of the Company or an employee of an Affiliate of the Company (or be an immediate family member of such an employee)
- c) a client who has not fulfilled the minimum funding requirements or who has a nil or negative balance on their trading account; or
- d) a client who has not commenced trading on their account.

3. ELIGIBILITY OF REFERRED CLIENT

3.1. A person will be deemed to be a 'Referred Client' provided that the person meets all of the conditions:

- a) be an individual (rather than a company);
- b) have successfully registered for an account with the Company*;
- c) have satisfied all KYC, AML and other requirements for registration; and
not expect any reward (Note: the Referral Payment Reward or Bonus is only applicable to the Referrer who introduced the Referred Client to the Company).

**Not applicable for Referred Clients who open or have opened an account with the Company by using referral links provided by introducers and/or affiliates of the Company.*

3.2. The person must not be any of the following:

- a) based in Kenya or in a Banned Jurisdiction;
- b) an individual who has executed (or has a pending request for) the closure of their account or the withdrawal of funds prior to Payment to the Referrer; and
- c) an individual who has previously opened and closed a trading account with the Company or any other entity in the Company's Group.

4. REDEEMING REFERRAL PAYMENT

- 4.1. To qualify for the Payment or Bonus the following procedure must be completed during the Promotional Period.
- a) The Referrer must use and send a referral link, communicated by the Company to the Referrer via email (the “**Referral Link**”), to the intended Referred Client.
 - b) The Referred Client must register an account with markets.com using the Referral Link and by passing all KYC, AML and other requirements for registration.
 - c) The Referred Client must deposit funds that exceed the minimum initial deposit (or equivalent foreign currency) as indicated in the table above, whether by one transaction or in aggregate.
 - d) The Referrer must make at least one trade.
- 4.2. The Referrer can also request the Referral Link by contacting customer support at support@markets.com.
- 4.3. The Company shall assess whether all the conditions have been fulfilled. If the Company is satisfied that the conditions have been met, then the Payment or Bonus shall be made to the Referrer no later than thirty (30) business days after the date of such approval. Please note that in the absence of a selection by the Referrer, the default payment will be as a Bonus.
- 4.4. In all instances, a withdrawal of the Payment or Bonus will be subject to Client’s compliance with the Company’s onboarding, Account opening, AML and KYC procedures set out in the T&C.
- 4.5. Only one Payment shall be made per Referral Client falling under the payment programs sections A, B, C or D. If the Referrer has accepted a Payment or Bonus in respect of a Minimum Initial Deposit of the payments program as stated clearly above, cannot subsequently claim a Payment or Bonus in respect of a Minimum Initial Deposit belonging to another Program and/or Promotion.

5. WITHDRAWALS:

- 5.1. The Referrer must execute a USD 20,000 round trip trade for every dollar awarded by the Company to the Referrer account in order to be eligible to withdraw the Bonus. Any withdrawals from the Referrer account shall be governed by the Incentives and Loyalty T&Cs.

6. TIMEFRAMES

- 6.1. The Referrer has 90 days, from the date of receiving the Bonus, to meet the abovementioned volume conditions (“**Timeframe**”). Upon Timeframe expiration the Referrer account shall be adjusted to the deposits made by the Referrer to the Account.

7. MISCELLANEOUS

- 7.1. Failure to meet conditions - If, in the Company's sole discretion, the Referrer or Referee have missed any of the conditions for Payment or Bonus, then the Company shall not be obliged to make the Payment or Bonus.
- 7.2. Abuse - If, in the Company's sole discretion, there has been any improper or abusive trading or use in breach of the Terms, then the Payment or Bonus will not be awarded. The Company reserves the right, and has sole discretion, to prohibit any Referrer or Referred Client from participating in any aspect of the Program if the Company deems or suspects that such Referrer or Referred Client has engaged in or has attempted to engage in any abuse, damaging, tampering or fraud.
- 7.3. No waiver - any delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default under the Terms, shall not be deemed and shall not be construed as a waiver of its rights;
- 7.4. The Company reserves the right to amend any terms and conditions of the Program at any time and cancel the Program at any time and without prior notice.
- 7.5. The Referrer acknowledges and accepts that it is prohibited from presenting itself as agent or employee of the Company or otherwise to hold themselves out as representing the Company. Participation in the Program will not constitute or be deemed to constitute any form of partnership between the Company and the Referrer.
- 7.6. Under the Program, the Referrer will not act in any capacity that would require the Referrer to enter into an Introducing Broker arrangement.
- 7.7. These Terms shall be governed by the laws of British Virgin Islands and any dispute arising in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of British Virgin Islands

For any questions around the Program please contact support@markets.com.