



# **EXCLUSIVE MARKETS LTD**

## **30% TRADING BOOSTER TERMS AND CONDITIONS**

Last Updated September 2023

## Exclusive Markets Ltd – 30% Trading Booster

### Terms and Conditions

These terms and conditions, as may be updated and or replaced and or cancelled from time to time (the “**Terms and Conditions**”), apply on the 30% (in words: thirty per cent) trading booster bonus scheme (hereafter referred to as the “**Bonus Scheme**” and/or “**Bonus**”) offered by **EXCLUSIVE MARKETS LTD**, a company organized and existing under the laws of Seychelles with registration number 8423950-1, with its head office located at Room 12, 1st Floor, Kingsgate House, Independence Avenue, Victoria, Mahe, Seychelles (hereafter referred to as the “**Company**” and/or “**Exclusive**”).

Any capitalized terms used in these Terms and Conditions shall have the same meaning as those ascribed to in the client agreement, available on the Website (the “**Client Agreement**”) unless expressly provided otherwise in these Terms and Conditions. If there is any conflict between these Terms and Conditions and the Client Agreement, the Client Agreement shall prevail.

The Client hereby acknowledges, confirms, and accepts to be legally bound by these Terms and Conditions for the Bonus Scheme in conjunction with any other legally binding agreement between the Client and the Company and/or any legal document with information applicable to this Bonus Scheme as amended from time to time and or supplemented from time to time.

#### 1. GENERAL TERMS AND CONDITIONS

1.1. The Bonus Scheme is subject to the present Terms and Conditions.

1.2. By being in possession of and/or opening a Standard Trading Account type with the Company and applying for the Bonus Scheme, the Client acknowledges that, it has read and agreed to the Terms and Conditions, as well as the provisions of the Client Agreement.

1.3. Subject to other applicable terms and conditions of the Bonus Scheme, the Bonus:-

- (a) is available only in EUR, USD, GBP and JPY currency Trading Accounts; and
- (b) is only available for Clients having their permanent residency in Afghanistan, Argentina, Armenia, Botswana, Brazil, Chile, Colombia, Costa Rica, Egypt, Greece, Holy See Vatican City, India, Italy, Japan, Jordan, Malaysia, Mexico, Morocco, Paraguay, Peru, Philippines, Qatar, Somalia, South Africa, Thailand, United Arab Emirates, Vietnam; and
- (c) is only applicable to Standard Trading Account type of new and existing Clients opened through the Website; and
- (d) is only available for only 1 (in words: one) Trading Account per Client; and
- (e) is only available in new deposits made; and
- (f) cannot be withdrawn under any circumstances; and
- (g) cannot be transferred to another Trading Account under any circumstances; and
- (h) requires the minimum deposit of USD 50 (in words: fifty United States dollars) on every deposit made or other available currency equivalent.

1.4. The Bonus shall be credited to the Trading Account instantly once the relevant deposit has been received by the Company and be available for trading purposes only. The Company reserves the right to delay the credit of the Bonus for any reason whatsoever at its sole discretion and it cannot be held liable for such delay. Subject to the Terms and Conditions and following their acceptance and acknowledgement, irrespective of the number of the newly deposited amount, the maximum amount of Bonus per Client will not and cannot exceed the amount of USD 500 (in words: five hundred United State Dollars) or other equivalent currency which applies to the Terms and Conditions. If the Client loses the maximum allowable Bonus of USD 500 (in words: five hundred United State Dollars) or currency equivalent, it will not be entitled to any other Bonus, even if subsequently deposits more funds in its Trading Account. Please refer to [Appendix 1](#) as an example of the Bonus.

1.5. Internal transfers of funds from other Trading Accounts to a Standard Trading Account will not be considered as eligible new deposits for the application of the Bonus Scheme.

1.6. If the Client attempts to withdraw and/or transfer to another Trading Account the Bonus, then the Bonus will be lost, and the Client will no longer be eligible for the Bonus Scheme.

1.7. The Bonus Scheme is available for trading purposes until the end of the Bonus Period. Once the Bonus Period ends, the Bonus will be removed from the Client's Trading Account.

1.8. The Client can deposit funds in its Trading Account at any time and use it normally subject to the restrictions of the Bonus Scheme.

1.9. In the Company's sole discretion, any indication or suspicion of any form of abuse, including Abusive Behaviour (defined and described in section 3 of these Terms and Conditions), fraud, manipulation, any form of arbitrage (including, but not limited to, risk free profiting), and/or other forms of deceitful and/or fraudulent activity in regard to the Bonus Scheme of any Client and/or rebate gained through the utilization of the Bonus Scheme, will nullify all Bonus amounts credited to the Client's Trading Account and/or any and all transactions carried and/or profits or losses garnered. The Company reserves the right, at its sole discretion to withhold, cancel and/or subtract amounts from Trading Account(s), close or suspend, either temporarily or permanently, all Trading Account(s), cancel all orders and/or profits of any Client who acts accordingly and generally proceed with all and any necessary actions to protect the Company's interests. In these circumstances, the Company shall not be held liable for any consequences deriving out of the said actions and/or the Bonus Scheme cancelation, including, but not limited to, order(s) closure by Stop Out.

1.10. The Bonus cannot be exchanged and/or combined with other bonus schemes offered by the Company.

1.11. The Company reserves the right, to decline registration of a Client in the Bonus Scheme.

1.12. In case the Client decides to terminate its Trading Account approved for the Bonus, he/she should contact the Company at [support@exclusivemarkets.com](mailto:support@exclusivemarkets.com).

1.13. The Company does not have and will not accept any responsibility whatsoever for any losses that the Client may suffer currently and/or in the future as a result of the removal of all or part of the Bonus due to an attempted withdrawal and/or attempted internal transfer and/or any other reason which is against the Terms and Conditions.

## 2. TERM AND TERMINATION

2.1. This Bonus Scheme shall be in force and become effective on the date that the present Terms and Conditions are published on the Company's Website, starting on 01 June 2023 and terminating on 30 September 2023, unless the Company decides to terminate it at an earlier time. The Bonus Scheme and its Terms and Conditions may be amended, altered and/or suspended and/or terminated by the Company at any time at its sole discretion (hereafter referred to as the "**Bonus Period**").

2.2. The Company reserves the right not to issue any notice and/or notification with regards to the Bonus Period unless such a notification is required by relevant laws and regulations.

2.3. The updated, amended and altered Terms and Conditions of this Bonus scheme shall become binding and effective when they are published at the Website of the Company. It is recommended to Clients to visit the Website on a regular basis for any updated Terms and Conditions that may amend and/or supersede the current ones.

2.4. The Company will not be held responsible for failure of any Client to monitor and/or review any notifications and/or announcement(s) made by the Company either via the Company's Website and/or via email and/or any other means.

2.5. If the Company suspects and/or has any reason to believe that the Client has abused and/or manipulated the Terms and Conditions as well as the Bonus Scheme and/or has acted in bad faith has more than one Trading Account under the Bonus Scheme, the Company reserves the right to remove the Bonus Scheme from the Client's Trading Account immediately and without any notification and/or obtaining the Client's consent.

### **3. ABUSIVE BEHAVIOR**

3.1. Abusive behaviour means and includes, without limitation, the following (the "**Abusive Behaviour**"):-

(a) the Client, acting alone and/or with others (including an introducing broker), constructs a trading position or positions which have the purpose or effect of extracting the credit provided (via the Bonus), and/or the profits generated by the Bonus Scheme, without exposure to economic risk, including without limitation loss of the Bonus and/or the Client's capital (and/or the capital of other parties involved); and/or

(b) the Client hedging its positions including, without limitation, by holding open position(s) on the opposite side of a trade, including, by way of illustration only, through use of a single or correlated currencies, at given periods, internally (using other trading accounts held with the Company) and/or externally (using other trading accounts held with other brokers); and/or

(c) any other behaviour which may be reasonably classified as abusive, at the Company's absolute and sole discretion, to protect the Company's interests.

3.2. If the Company suspects and/or has reason to believe that the Client has manipulated the provisions set herein and/or the Terms and Conditions and/or policies set forth on the Website and/or has not acted in good faith, reserves the right to remove the Bonus from the Client's Trading Account and/or profits or losses garnered therein immediately without any notification and without obtaining the Client's consent. In these circumstances, the Company shall not be liable for any consequences of the Bonus Scheme cancellation, including, but not limited to, order(s) closure by Stop Out.

### **4. RISK WARNING**

CFDs are complex instruments and come with a high risk of losing money rapidly. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

## Appendix 1: Example

| Transaction | Client's Deposit (\$)    | Trading Bonus Given | Total Credit | Balance | Total Client's Trading Equity | Comment   |
|-------------|--------------------------|---------------------|--------------|---------|-------------------------------|---|
| 1           | \$500                    | <b>\$150</b>        | \$150        | \$500   | \$650                         | Client received 30% bonus   |
| 2           | \$500                    | <b>\$150</b>        | \$300        | \$1,000 | \$1,300                       | Client received 30% bonus   |
| 3           | \$1,000                  | <b>\$200</b>        | <b>\$500</b> | \$2,000 | \$2,500                       | Client should have received 300 bonus, but due to maximum bonus limitation (500 USD), client received 200 bonus.            |
| Transaction | Client's Withdrawal (\$) | Trading Bonus Taken | Total Credit | Balance | Total Client's Trading Equity | Comment   |
| 4           | -\$200                   | <b>-\$500</b>       | \$0          | \$1,800 | \$1,800                       | Bonus to be removed = All Remaining bonus is removed and trading account is converted into normal Standard Trading Account. |