



FXTM

IT'S FOREX TIME

FXTM LOYALTY CASHBACK

TERMS & CONDITIONS



INTRODUCTION

The FXTM Loyalty Cashback Terms & Conditions (hereinafter referred to as the “**Loyalty T&Cs**”) is applicable to all approved Clients of FXTM¹.

1. INTERPRETATION OF TERMS

1.1. In these Loyalty T&Cs, the following words shall have the following meaning:

“**Account**” shall mean a trading account designated by the Client in MyFXTM for the purposes of these Loyalty T&Cs.

“**Active Period**” shall mean a 30 (thirty) consecutive calendar days’ period which starts to run from the day of the first deposit made by the Client during the period mentioned in Clause 1 herein in the Account. It shall run afresh from the day of any subsequent deposit made during the Program period mentioned in Introduction Clause above.

“**Confirmed Level Period**” shall mean the period where the Client’s Current Level is reviewed and changed if required. It equals 30 (thirty) calendar days for the current Loyalty T&Cs and starts at the time of the first deposit of any amount, made by the Client after the acceptance of the current Loyalty T&Cs. It is further understood that every-time the Client’s Current Level is upgraded or downgraded, following the performance of rules-check by FXTM in Clause 4.6. below herein, such action, shall restart this period.

“**Current Level**” shall mean the level the Client currently has in accordance with the Table below and the current Loyalty T&Cs for which the Client will get rebates for and in accordance with all level upgrades/downgrades. It is further understood that the Current level is capped with the Client’s Maximum level listed in the Table below.

“**Level**” shall mean the Rebate which the Client is eligible to receive subject to Maximum Payouts as per the applicable Level(s) in the Table below herein. It is further understood that the Rebate shall be provided in the form of cash-back to the Client’s Account and will be available either for withdrawal or can be used for trading purposes.

“**Level Review Period**” shall mean a period at the end of which the Client’s Current Level is reviewed and changed if required and equals to 30 calendar days. The Level Review Period starts at the moment of the first deposit made after the T&Cs have been accepted. The Level Review Period should restart after Level is upgraded/downgraded.

“**Lots Calculation Period**” shall mean from Monday 00.01 to Friday 24.00².

“**Maximum Available Rebate Level**” shall mean the rebate level the Client is allocated in accordance with his/her NET Deposit.

“**Maximum Payout**” shall mean the amount of money that the Client may get from Rebates depending on the Client’s Current level.

“**Minimum Account Activation Deposit**” shall mean the minimum deposit that Client needs to deposit to start trading on his/her trading account.

“**Mobile Application**” shall mean computer program “**FXTM Trader**” designed for Android and iOS in order to run on a mobile device such as a phone or a tablet.

¹ FXTM shall refer to Exinity Limited (available at www.forextime.com).

² Times mentioned herein shall refer to EEST/EET (as applicable).



“**Net Deposit(s)**” shall mean the difference between deposit(s) and withdrawal(s) made by the Client, following the acceptance of these Loyalty T&Cs, in any account(s) the Client maintains with the broker³ (including trading accounts and wallets as appeared in MyFXTM) within the Program period. For the purposes of the present Loyalty T&Cs, whereas the difference is negative, the balance of the Net Deposit(s) shall be considered as zero.

“**Program period**” shall mean period that starts on the 30th of March 2017 and ends up on the 30th July 2021.

“**Program Double Rebate Period**” shall mean the period from 02nd of December 2019 to 05th of January 2020.

2. ELIGIBILITY CRITERIA

- 2.1. The Loyalty T&Cs is applicable to all Clients of FXTM who are approved, are eligible to trade and who during the Program period:
- Run an account (except of “demo” account) with FXTM as per the applicable Minimum Account Activation Deposit and/or other requirements of FTXM⁴, and subject to the present Loyalty T&Cs;
 - Read and accept the Loyalty T&Cs; and
 - Make deposit(s) following (b) above.

3. TRADING TERMS

- 3.1. These Loyalty T&Cs are applicable to all CFDs (excluding CFDs on shares), precious metals and commodity futures.
- 3.2. The Loyalty T&Cs are applicable to the following accounts only: MT4 Standard, Micro, Advantage MT4, Advantage Plus and the Strategy Account.

4. SPECIFIC TRADING TERMS

- 4.1. The Client by accepting these Loyalty T&Cs shall be eligible to receive a rebate (hereinafter referred to as the “Rebate”) in accordance with these Loyalty T&Cs. Rebate shall be calculated in accordance with the Client’s current level in combination with the volume traded by the Client in the Account within the Active period.
- 4.2. Should the Client open positions by using of the Mobile Application, the Rebate indicated in Clause 4.5. (f) will be multiplied by 2 (two). Such a condition will take effect started from 17th of December 2018 until 31st of March 2019 and from 02nd of December 2019 to 05th of January 2020.
- 4.3. Should the Client open positions during the Program Double Rebate Period, the Rebate indicated in Clause 4.5. (f) will be multiplied by 2 (two). Such a condition will take effect started from 02nd of December 2019 to 05th of January 2020.

³ Broker means the FXTM broker under which the Client is participating in these Terms & Conditions.

⁴ Available in FXTM’s website (available at www.forextime.com).



4.4. Whereas the balance of Net Deposit(s) may change due to subsequent deposits and/or withdrawals, the Client shall be upgraded or downgraded to the applicable Level(s). Hence, the total amount of the Rebate(s) already credited to the Account by virtue of these Loyalty T&Cs and within the Program period, shall always be considered to determine whether the Maximum Payout of the new upgraded/downgraded Level(s) has been reached and if there is any remaining amount the Client may receive as Rebate subject to these Loyalty T&Cs.

4.5. The Levels below are based on the Net Deposit(s) made within the Program period and correspond to Active and Confirmed Level Periods.

It is further understood and accepted by the Client that:

- a) Transfers of funds between accounts are not considered as deposits for the purposes of the Net Deposit(s) calculation;
- b) For existing Clients, FXTM shall take into consideration the Client's Current Net Deposit and the Maximum Payout;
- c) New Clients with deposits made outside the Program period shall not be taken into consideration;
- d) Clients that have already accepted these Loyalty T&Cs will have their Levels assessed according to the Level Review Period. If the Client is allocated in Level 1 as per the requirements in the Table below, the Client cannot be downgraded further. If the Client is allocated in Level 5 as per the requirements in the Table below, the Client cannot be upgraded further. It is further understood that existing Clients shall be allocated a Level as per the Net Deposit money limits stated in the Table below herein;
- e) In the cases where the Client's Maximum Available Rebate Level, that is based on his/her Net Deposit Level, was changed with withdrawal or deposit, the Client shall be instantly updated to the Level of his/her Net Deposit changed following which his/her Current Level will equal Maximum Level;
- f) The Maximum Payout of any upgraded Level shall be inclusive of each Maximum Payout of all its below Levels. Hence, the Maximum Payout and/or total entitlement under the current Loyalty T&Cs cannot exceed 10,000 USD.

	Level 1	Level 2	Level 3	Level 4	Level 5
Net Deposit(s)	From \$1 Up to \$15,000	From \$15,001 UP to \$30,000	From \$30,001 UP to \$60,000	From \$60,001 UP to \$120,000	Above \$ 120,001
Rebate (cash-back) per full completed lot⁵	\$2 ⁶	\$3 ⁶	\$4 ⁶	\$5 ⁶	\$5 ⁶
Frequency of the Rebate	Monday(s) following the	Monday(s) following the	Monday(s) following the	Monday(s) following the	Monday(s) following the

⁵ The Rebate for mini lot(s) (0.1) and micro lot(s) (0.01) completed shall be calculated accordingly (e.g., 0.20USD per mini lot for Level 1). Standard (full completed) lot size on Cent server is 0.01 Lots or 1000 units.

⁶ Where the Account is in any currency other than USD the Rebate shall be converted to the Account's currency.



transfer(s) to Client's Account	Lots Calculation Period				
Maximum Payout	\$500 ⁷	\$1,500	\$3,000	\$5,000	\$10,000
Upgrade or Downgrade by FXTM	Automatically	Automatically	Automatically	Automatically	Manually

4.6. Confirmed Level Period Requirements

Clients current level shall be reviewed and consequently upgraded and/or downgraded at the end of the Confirmed Level Period based on the rules mentioned below herein and his/her Maximum Available Rebate Level.

The Client must always fulfill the following two rules for him/her to keep his/her Level.

Rule 1 – Deposit Rule: During the Confirmed Level Period, the Client should deposit an amount equivalent to or above the Minimum Trading Account Activation Deposit.

It is further understood that all subsequent deposits made during the particular Confirmed Level Period shall be taken into consideration. Deposits will be counted in assigned trading account currency. Recalculation in the trading account currency will be done at the deposit moment.

Rule 2 – Trade Rule: During the Confirmed Level Period the Client should trade a specific number of lots as follows:

Level 1: 1 < Lots <30

Level 2: 30 < lots <=60

Level 3: 60 < lots <=120

Level 4: 120< lots <=200

Level 5: >200

4.7. Should the Client fail at any time the above-mentioned Rules, FXTM shall downgrade the Client by one (1) level at the end of the period, while his/her trading balance and Net Deposit shall remain the same.

4.8. Clients may change levels when they make a deposit. In these cases, it is understood that they automatically fulfill the Minimum Account Activation Deposit for the Confirmed Level Period. When such deposit is made by the Client, FXTM, shall proceed with Level checks in 30 (thirty) calendar days following the deposit provided that the Client has not reset the period within these 30 (thirty) calendar days.

4.9. Should the Client's Current Level be less than his/her Maximum Available Rebate Level and he/she fulfilled the conditions in Clause 4.7. above herein, in the interval of Current Level to Maximum Level including, the Client shall be upgraded to the relevant Level

⁷ If the Net Deposit(s) falls within 250 USD – 5,000USD the Maximum Payout shall be 500 USD. For deposit(s) below 250USD, the Maximum Payout shall be 200% on the deposit(s).



accordingly. It is further understood that, should the Client fulfill the rules for his/her Current Level he/she can either be upgraded and/or kept his/her level.

- 4.10. After the Confirmed Level period restarts all values according to rules will restart too.
- 4.11. The Maximum Payout shall be displayed in a virtual wallet visible to Client through MyFXTM after the relevant deposit with FXTM has been processed.
- 4.12. Subject to the volume traded by the Client in the Account, the Client shall receive the Rebate of \$2/\$3/\$4/\$5⁶ per full completed lot⁵ within the Lots Calculation Period depending on the applicable Level at the time of the closing of the position(s).
- 4.13. All trading activity must be completed within 30 (thirty) calendar days from the day of the latest deposit made within the Program period. Any withdrawals made within the Program period will affect the Levels and the calculation of Rebates accordingly.
- 4.14. The Rebate calculated in the applicable Lots Calculation Period shall be credited to the Account at the end of the Lots Calculation Period, the following Monday by 09:00².
- 4.15. The Client's withdrawal requests shall be processed normally during the Program period subject to the Operative Agreements⁸.
- 4.16. For the purposes of the present Loyalty T&Cs and in relation to the Rebates Timeline Active Period and Client's Current Level:

“**Level 1**” applies where the Net Deposit(s) is from 1USD to 15,000 USD or Client was downgraded according to the rules above. The Client who falls within Level 1 shall receive to the Account the Rebate of 2 USD per full completed lot⁵; if the Net Deposit(s) falls within 250 USD -15,000 USD the Maximum Payout shall be 500 USD; if the deposit(s) falls below 250 USD the Maximum Payout shall be 200% on deposit(s).

“**Level 2**” applies where the Net Deposit(s) is from 15,001 USD to 30,000 USD or Client was upgraded and/or downgraded according to the rules above. The Client who falls within Level 2 shall receive to the Account the Rebate of 3 USD per full completed lot⁵; Maximum Payout being 1,500 USD.

“**Level 3**” applies where Net Deposit(s) is from 30,001 USD to 60,000 USD or Client was upgraded and/or downgraded according to the rules above. The Client who falls within Level 3 shall receive to the Account the Rebate of 4 USD per full completed lot⁵; Maximum Payout being 3,000 USD.

“**Level 4**” applies where the Net Deposit(s) is from 60,001 USD to 120,000 USD or Client was upgraded and/or downgraded according to the rules above. The Clients who falls within Level 4 shall receive to the Account the Rebate of 5 USD per full completed lot⁵; Maximum Payout being 5,000 USD.

“**Level 5**” applies where net deposit(s) is above 120,001 USD and above. The Client who falls within Level 5 shall receive to the Account the Rebate of 5 USD per full completed lot⁵; Maximum Payout being 10,000 USD.

⁸ Available at www.forextime.com.



5. MISCELLANEOUS

- 5.1. Only positions that were opened and closed during the Program period, provided that they were open for more than 5 minutes, will be eligible in accordance with the current Loyalty T&Cs.
- 5.2. FXTM, in its sole and absolute discretion, shall have the right to approve and/or exclude Clients of Introducing Partners (Introducers)⁹ of FXTM Partners¹⁰ as these may participate in accordance with the current Loyalty T&Cs. Further, FXTM shall have the right to deduct 50% of the Rebate payable to such Clients from any payment due to the Introducers as per their agreement with Pinnacle Services Ltd (FXTM Partners).
- 5.3. In the event of any dispute or misinterpretation of the above applicable Loyalty T&Cs, such dispute or misinterpretation shall be resolved by FXTM, acting in good faith and as it shall, in its sole and absolute discretion, deem fit and proper. FXTM's decision shall be final and binding.
- 5.4. FXTM has the right to disqualify any Client who has accepted the current Loyalty T&Cs if:
 - a) A breach of these Loyalty T&Cs and/or of any term of the Operative Agreements occurs;
 - b) The Client has more than one entry in the current Loyalty T&Cs;
 - c) FXTM has reasonable grounds to believe a misuse of the current Loyalty T&Cs;
 - d) The Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in the spirit of the current Loyalty T&Cs.
- 5.5. FXTM has the right to alter the Loyalty T&Cs at its discretion. FXTM may suspend or terminate the current Loyalty T&Cs if a situation arises where the conditions are unfair for more participants. FXTM has the right to suspend or terminate the current Loyalty T&Cs if its continuation is rendered impossible due to extraordinary circumstances beyond the control of FXTM (natural disasters, political conflicts etc.).
- 5.6. By accepting the current Loyalty T&Cs, the Client acknowledges that he has read and agreed to be bound by these Loyalty T&Cs together with the Operative Agreements as well as to all other Business terms and conditions as these may be applicable and/or amended from time to time.
- 5.7. Notwithstanding the translated language of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.

Examples in relation to the Active Period:

- A. Mr. FXTM Client deposited 200USD on the 3rd of April 2019, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 1. Consequently, Mr. FXTM Client, is eligible to receive up to a Maximum Payout of 400USD, calculated as the 200% of his deposit of 200USD. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client traded in the Account

⁹ "Introducing Partner" or "Introducer" shall mean any legal entity and/or a natural person obtaining remuneration from FXTM Partners for acting as mediator between Clients and any one of the Companies as per the provisions of the "Introducers Agreement" entered into between the parties.

¹⁰ Available at <https://www.fxtmpartners.com>.



- XYZ 60 lots during the first Calculation Period and will thus receive 120USD in the Account XYZ the following Monday (calculated as follows: 2USD multiplied by 60 Lots traded), which he can withdraw or use to trade. Mr. FXTM Client shall continue to receive 2USD for every Lot traded in the Account XYZ during the 30 (thirty) days following the 3rd of April 2019 (deposit day). In any event, if no further deposits are made, within the Program period, the total payout the Client may receive cannot exceed the maximum of 400USD.
- B. Mr. FXTM Client deposited 50,000USD on the 3rd of April 2019, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client is eligible to receive up to a Maximum Payout of 3,000USD. This Maximum Payout of 3,000USD shall be visible in a virtual wallet. Mr. FXTM Client on 23rd of April 2019 has closed some of his opened positions pursuant to the Loyalty T&Cs; his traded Lots for the purposes of this Promotion were calculated to 625 Lots. Mr. FXTM Client has received in the Account XYZ, the following Monday, the total amount of 2,500USD (calculated as follows: 4USD multiplied by 625 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client, who still has some opened positions decides to withdraw 45,000USD and he therefore now downgrades automatically to Level 1. Mr. FXTM Client on the 25th of April 2019 closes the rest of his positions; his traded Lots in Account XYZ were calculated to 50 Lots. However, Mr. FXTM is not entitled to any further Rebate as he has already exceeded the Maximum Payout of Level 1.
- C. Mr. FXTM Client deposited 50,000 USD on the 3rd of April 2019, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client is eligible to receive a Maximum Payout of 3,000 USD. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client on 23rd of April 2019 has closed some of his opened positions pursuant to the Loyalty T&Cs; his traded Lots in the Account XYZ for the purposes of this Promotion were calculated to 5 Lots. Mr. FXTM Client has received in his Account XYZ, the following Monday, the total amount of 20USD (calculated as follows: 4USD multiplied by 5 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client, who still has some opened positions, decides to withdraw 45,000USD and he therefore now downgrades automatically to Level 1. Mr. FXTM Client on the 25th of April 2019 closes the rest of his positions; his traded lots in the Account XYZ were calculated to 50 Lots. However, Mr. FXTM is entitled to receive in the Account XYZ, a Rebate of 100USD the following Monday (calculated as follows: 2USD multiplied by 50 Lots traded), which he can withdraw or use to trade. Mr. FXTM Client shall continue to receive 2USD for every Lot traded in the Account XYZ during the rest of 30 (thirty) days following the 3rd of April 2019 (deposit day). On the 27th of April 2019, Mr. FXTM Client deposits 120,000 USD and he thus now falls within Level 5 (upgraded manually). Consequently, Mr. FXTM Client is eligible to receive up to a further Rebate of 9,880 USD (calculated as follows: 10,000USD (Maximum Payout) - 20 USD (Rebate at Level 3) - 100 USD (Rebate at Level 1)). Mr. FXTM Client traded in the Account XYZ 200 Lots during the next days of the Calculation Period and will thus receive 1,000 USD in the Account XYZ the following Monday (calculated as follows: 5 USD multiplied by 200 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client shall continue to receive 5 USD for every lot traded in the Account XYZ during the rest of the 30 (thirty) days following 27th of April 2019 (latest deposit day) and level check succeeds, up to a maximum of 8,880 USD (calculated as follows: 10,000 USD (Maximum Payout) - 20 USD (Rebate at Level 3) - 100 USD (Rebate at Level 1) -



1,000 USD (Rebate at Level 5)). In any event, the total payout the Client may receive cannot exceed the maximum of 10.000 USD.

Examples in relation to the Confirmed Level Period:

- A.1 Mr. FXTM Client deposited 50,000 USD on the 3rd of April 2019, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client, is eligible to receive up to a Maximum Payout of 3,000 USD. His level will be reviewed according to rules after 30 days. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client traded in the Account XYZ 60 Lots during the first Calculation Period and will thus receive 240 USD in the Account XYZ the following Monday (calculated as follows: 4 USD multiplied by 60 Lots traded), which he can withdraw or use to trade. As Mr. FXTM Client shall continue to receive 4 USD for every Lot traded in the Account XYZ during the 30 (thirty) days following the 3rd of April 2019 (deposit day). After the 30 days on 3rd of May 2019, the check is performed and he fulfills the rules, the next check period restarts at the moment, so after 30 days from the current moment he will be checked again. The check is performed on 3rd of June 2019, Mr. FXTM Client fails one of the rules (deposit rule), so, he will be downgraded to Level 2. In any event, if no further deposits are made, within the Program period, the total payout the Client may receive cannot exceed the maximum of 1,500 USD.
- A.2 Mr. FXTM Client deposited 50,000 USD on the 3rd of April 2019, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client, is eligible to receive up to a Maximum Payout of 3,000 USD. His level will be reviewed according to rules after 30 days. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client traded in the Account XYZ 60 lots during the first Calculation Period and will thus receive 240 USD in the Account XYZ the following Monday (calculated as follows: 4 USD multiplied by 60 Lots traded), which he can withdraw or use to trade. As Mr. FXTM Client shall continue to receive 4 USD for every Lot traded in the Account XYZ during the 30 (thirty) days following the 3rd of April 2019 (deposit day). After the 30 days on 3rd of May 2019, the check is performed and he fulfills the rules, the next check period restarts at the moment, so after 30 days from the current moment he will be checked again. The check is performed on 3rd of June 2019, Mr. FXTM Client fails one of the rules (deposit rule), so, he will be downgraded to Level 2. Next rule check will be performed on 3rd July 2019. Mr. FXTM Client deposits minimum trading account activation deposit on 20th of June 2019. On 2nd July 2019, he also finishes his 61 Lot during the Confirm Level Period. So, he is upgraded in the end of Confirmed Level Period after the check on 3rd July 2019 to Level 3. In any event, if no further deposits are made, within the Program period, the total payout the Client may receive cannot exceed the maximum of 3,000 USD.