

FOREX.com Refer a Friend Terms & Conditions

The following terms and conditions shall apply to the **FOREX.com Refer a Friend Promotion** (the “**Promotion**”) offered to new and/or existing account holders of **GAIN Capital – FOREX.com Canada Ltd** d/b/a FOREX.com (“**FOREX.com**”, “**we**”, “**our**”, or “**us**”) at FOREX.com’s sole discretion. FOREX.com is a brand name of **GAIN Capital – FOREX.com Canada Ltd**, a wholly-owned subsidiary of StoneX Group Inc.

You agree that by participating in the Promotion you will be bound by these terms and conditions (the “**Promotion Terms**”) as well as the FOREX.com Customer Agreement (including any supplemental terms) that apply to your account (“**Our Terms**”). Capitalized terms and expressions used in these Promotion Terms shall have the same meaning as in Our Terms unless specified otherwise in the Promotion Terms. In case of disputes, the interpretations, and decisions of FOREX.com shall be final and binding on all participants.

1. Eligibility and Promotion Period

- 1.1 This Promotion is only available to existing clients (the “Referrer”) who refer a new client (the “Friend”).
- 1.2 FOREX.com customers who were introduced by an introducing broker or a third-party affiliate are not eligible for this Promotion.
- 1.3 FOREX.com reserves the right to disapprove of a referral account if it determines the referred client is an immediate family member of the Referrer.
- 1.4 Employees of FOREX.com (or any other company within the StoneX group of companies, as determined by FOREX.com in its absolute discretion) and their immediate family members shall not be eligible to participate in the Promotion. In addition, employees of any partners and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in the organization or conduct of the Promotion as determined by FOREX.com, shall not be eligible to participate in the Promotion. This Promotion is also not open to employees of any other company engaged in direct competition with FOREX.com.
- 1.5 Multiple accounts from the same household may be barred from the Promotion.
- 1.6 Joint accounts or accounts which have a Limited Power of Attorney in force will not be eligible for the Promotion.
- 1.7 Only natural persons with full legal capacity, over nineteen (19) years of age, are eligible for this Promotion.
- 1.8 To qualify for the Promotion, eligible clients will need to
 - a) Be an existing client of FOREX.com that refers a Friend.
 - b) Anyone who meets the criteria above shall be deemed a “**Qualifying Applicant**”. Qualifying Applicants should read these Promotion Terms carefully and reacquaint themselves with Our Terms.
- 1.9 The Promotion is subject to a fair use policy and consequently FOREX.com has the right to withhold the Promotion if it has reasonable belief that there has been co-operation, collusion or organization of trades from the same source, or if it has reasonable belief that the Promotion is being abused in any way.

2. Requirements

- 2.1 The Friend must open an account and deposit funds.
- 2.2 A Friend will only be deemed to have participated in the Promotion for the purposes of these program rules at the time that he or she receives approval for the account application and funds his or her account with a minimum of \$500.
- 2.3 For each of the Referrer’s Friends that participate in the Promotion, FOREX.com will credit the Referrer and Friend’s trading accounts based on the following schedule after **qualifying trades** minimum has been met:

Friend’s Initial Deposit	Referrer Cash Bonus	Friend’s Cash Bonus	Qualifying Trades Minimum
\$500 - \$1,999	\$50	\$50	10
\$2,000 - \$4,999.99	\$100	\$100	20
\$5,000 - \$9,999.99	\$250	\$250	50
\$10,000 - \$24,999	\$500	\$500	100
\$50,000 +	\$2500	\$2500	500

- 2.4 **Currency:** All amounts stated will be in referrer and Friend's respective account currency.
- 2.5 No alternative prizes or substitutions are available. This offer is non-transferable.

3. General

- 3.1 This Promotion must only be used for personal and non-commercial purposes.
- 3.2 If FOREX.com at any point discovers that a Qualifying Applicant is in fact not eligible to participate in the Promotion, FOREX.com may at its discretion reverse the bonus. No person shall be entitled to any payment or compensation from FOREX.com should any bonus be forfeited or reversed.
- 3.3 FOREX.com shall not be liable to any account holder or any other persons for any loss, taxes or damage arising in connection with the Promotion, including without limitation, any error, technical malfunction of the Internet or FOREX.com's trading platform, or any breakdown or malfunctions in any computer system, mobile application, downloadable software, or equipment including that of FOREX.com or of a Qualifying Applicant.
- 3.4 The decision of FOREX.com on all matters relating to the Promotion shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Promotion.
- 3.5 FOREX.com reserves the right to cancel, revoke, or withdraw the Promotion at any time in case of any suspected abuse of the Promotion by a participant.
- 3.6 FOREX.com may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, or delete, vary, supplement, amend, restrict, withdraw, or modify any one or more of these Promotion Terms in such manner as FOREX.com shall see fit, including without limitation, the eligibility of any client, the bases and methods of identification of Qualifying Applicants, and any dates in connection with the Promotion and the Promotion period. Modifications and/or exceptions to these Promotion Terms are at FOREX.com's sole discretion, and its decision is final. FOREX.com is the sole arbiter of these Promotion Terms and any other issue arising under this Promotion.
- 3.7 Participants are deemed to have accepted and agreed to be bound by these terms and conditions upon entry.
- 3.8 FOREX.com shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of this Promotion and its Terms.
- 3.9 Any dispute or situation not covered by these Promotion Terms will be resolved by FOREX.com's management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all parties.
- 3.10 This Promotion will be governed by the laws of the jurisdiction of the FOREX.com entity with which the Qualifying Applicant's Account was opened in accordance with Our Terms.
- 3.11 If any term of these Promotion Terms is found to be illegal, invalid, or unenforceable under any applicable law, such term shall be deemed omitted.
- 3.12 If these Terms are translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency.
- 3.13 Each Qualifying Applicant who successfully takes part in this Promotion is responsible for any and all taxes payable (if any) as a result of the deposit of the Bonus to their account, and therefore all Qualifying Applicants should consult their tax advisers concerning the reporting of bonus payments.

Risk Warning: Leveraged trading in foreign currency contracts or other off-exchange products on margin carries a high level of risk and may not be suitable for everyone. We advise you to carefully consider whether trading is appropriate for you in light of your personal circumstances. You may lose more than you invest. Information on the FOREX.com website is general in nature. We recommend that you seek independent financial advice and ensure you fully understand the risks involved before trading. Trading through an online platform carries additional risks.