

FOREX.com 5% Cashback Promo
Terms & Conditions

The following terms and conditions shall apply to the FOREX.com **Cashback Promo** (the “**Promotion**”) offered to new account holders of **GAIN Capital Group, LLC** 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 Group, LLC**, 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 FOREX.com customers who were introduced by an introducing broker or a third-party affiliate are not eligible for this Promotion.
- 1.2 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.
- 1.3 The Promotion is limited to one account per person and no multiple entries will be permitted. Multiple accounts from the same household may be barred from the Promotion.
- 1.4 Joint accounts or accounts which have a Limited Power of Attorney in force will not be eligible for the Promotion.
- 1.5 Only natural persons with full legal capacity, over eighteen (18) years of age, are eligible for this Promotion.
- 1.6 To qualify for the Promotion, eligible clients will need to:
 - a) Receive an invitation to participate in the promotion.
 - FOREX.com may invite customers to participate in the promotion by doing any of the following: (i) posting the promotion on its website(s); (ii) advertising the promotion in a banner ad or other type of advertisement; or (iii) emailing the invitation directly to new or existing customers;
 - b) Open an account using the Open Account link found on the dedicated Promotion Landing Page on the FOREX.com website;
 - c) deposit the Minimum Required Initial Deposit amount; and
 - d) Meet the minimum Qualifying Trade requirement.
- 1.7 For the purposes of this Promotion, “Initial Deposit” means the sum of all funds deposited

into the same FOREX.com account within seventy-two hours of the first deposit made into that account.

- 1.8 Anyone who meets the criteria described in Sec. 1.6 shall be deemed a "Qualifying Participant". Qualifying Participants 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. The Promotion has no set expiration date and may end at any time at the discretion of FOREX.com.

2. Funding and Trading Requirements:

- 2.1 Qualifying Participants will be eligible to receive a bonus ("**Bonus**") based on the amount of the Initial Deposit. Please see the table below for further information on the requirements and parameters to receive the Bonus. All amounts are in USD.

Minimum Required Initial Deposit Amount	Bonus Amount	Minimum Number of Qualifying Trades
\$1,000 USD	5% of Initial Deposit Amount	Bonus Amount ÷ 10

- 2.2 For the purposes of this Promotion, one "Qualifying Trade" means opening and closing one standard lot (100,000 units) trade in any currency pair, except for Hong Kong Dollar (HKD) pairs. HKD pairs are excluded from the Promotion and trades in HKD pairs will not count toward your total Qualifying Trade number.
- 2.3 Provided that the Qualifying Participant satisfies the Minimum Deposit requirement and executes the minimum required number of Qualifying Trades within 60 days of funding, the Bonus will be credited into the Qualifying Participant's FOREX.com account during the first full calendar month following the month after the minimum number of Qualifying Trades has been placed in the account.
- 2.4 The maximum payable Bonus amount is \$10,000.
- 2.5 Only one Bonus will be paid per client. Once Qualifying Participants receive a Bonus, they will not be eligible to receive any further Bonus payments in respect of this Promotion.
- 2.6 The Bonus does not represent a commitment to make further payments in the future.
- 2.7 The Bonus is non-transferable, and no cash alternative is available. No Bonus transfer, assignment or substitution by Qualifying Participants is allowed.
- 2.8 The Bonus can be used for trading or withdrawn after meeting the trade volume requirement.
- 2.9 If any restrictions apply to the Qualifying Participant's account, the account will not qualify for a Bonus until the restrictions have been lifted. The Qualifying Participant's account must not be closed for a Bonus to be credited.

- 2.10 FOREX.com will not be liable for any losses that may be incurred as a result of trading, including trading with the Bonus.
- 2.11 Qualifying Participants should read these Promotion Terms carefully in conjunction with Our Terms.

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 Participant 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 In the event that any deposit made by a Qualifying Participant is cancelled or charged back, returned from the bank for insufficient funds, fraud, or any other reason, the Qualifying Participant will become ineligible for a Bonus and FOREX.com has the right to reclaim and remove any Bonus deposited to an account under this Promotion. FOREX.com reserves the right at its sole discretion to disqualify any individual that tampers with or attempts to tamper with the entry process, the operation of the Promotion, or breaches the Promotion or Our Terms.
- 3.4 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 Participant.
- 3.5 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 end or suspend the Promotion.
- 3.6 FOREX.com reserves the right to end, cancel, revoke, or withdraw the Promotion at any time in case of any suspected abuse of the Promotion by a participant.
- 3.7 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 Participants, 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.
- 3.8 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 Participant'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 Participant 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 Participants 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.

GAIN Capital Group, LLC is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer with the Commodity Futures Trading Commission and is a member of the National Futures Association, No: 0339826.