



REFER A FRIEND

TERMS & CONDITIONS

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REFER A FRIEND - TERMS & CONDITIONS

1. INTRODUCTION

- 1.1. FXPN.eu is a brand name of Leverate Financial Services Ltd, a registered Cyprus Limited Company with Company Registration Number HE 290182 and registered office at 88 Agias Fylaxeos Street, Zavos City Centre, 4th Floor, Office 401, 3025, Limassol, Cyprus. Leverate Financial Services Ltd is a Cyprus Investment Firm (CIF) licensed and supervised by the Cyprus Security and Exchange Commission (CySEC) under license number 160/11 (the “**Company**”). The Company operates in accordance with the European Union Directive 2014/65/EU on Markets in Financial Instruments (MiFID II).
- 1.2. FXPN.eu offers to its existing customers (the “Referrer”), the possibility to refer a friend (the “Referred Client”). This referral program (“Program”) is open to the Company’s Customers following their request and acceptance of the Terms and Conditions (“T&C”) of the Company. For this program, the following terms shall apply.

2. INTERPRETATION OF TERMS

- 2.1. In this Program:
- a) “**Account**” shall mean any trading account with the Company, which a Referral opens through the Website.
 - b) “**Minimum Deposit**” shall mean a minimum total of deposit(s) in the Account(s) as it is determined on the Website in function of each Account type.
 - c) “**Operative Agreements**” shall mean the agreements entered into by the Client and the Company that govern all the trading activity of the Client with the Company. Operative Agreements consist of the Client Agreement, Policies and Terms of Business, as these may be found in the Account Opening Agreements section of the Website, as amended from time to time.
 - d) “**Qualified Referral**” shall mean any Referral who has opened an account via the Referrer’s referrer Link and who has met the Terms, as per Paragraph 4.1 hereinbelow.
 - e) “**Referral**” shall mean a Friend, who has successfully registered with the Company through the Website - as per the applicable Minimum deposits and/or other requirements of the Company - after clicking on the Referrer Link.
 - f) “**Referrer**” shall mean the Client who shares the Referrer Link online and refers Friend(s) to the Company via the Referrer Link and in accordance to the present Terms.
 - g) “**Referrer Link**” shall mean a unique link (either banner or text link) which is personalized to each Referrer and is available in the Client Zone of the Website. The Referrer Link may be distributed by the Referrer among his/her Friend(s) and is used to identify the Referrer’s activities and the Referrals introduced to the Company by the Referrer.
 - h) “**One Time Payment**” shall mean an amount offered to the Company’s existing Client who successfully referred a Client to the Company.
 - i) “**Website**” refers(s) to <https://fxpn.eu/>.
- 2.2. Any terms or words the meaning of which is not defined herein shall have the meaning provided in the Operative Agreements.
- 2.3. Times mentioned herein shall mean EET/CET as applicable.

3. ELIGIBILITY CRITERIA

- 3.1. To participate as a Referrer and as a Referral in this Program, you must meet the following requirements:
- a) You are an existing Customer who meet the Company's client qualification requirements, have successfully registered for an account with the Company and have satisfied all KYC, AML and other requirements for such registration in accordance with the Company's Terms and Conditions and maintain an active account. In order for an account to be considered as active, the Customer must have executed at least one trade.
 - b) You accept the Terms of this Program.
 - c) Any Customer participation in this Program will be subject to Customer's compliance with the Company's onboarding, account opening, AML and KYC procedures set out in the Company's T&C.
 - d) This Program is not available in any Banned jurisdiction.
 - e) This Program applies only to individuals.
 - f) Individuals not eligible to participate as an Existing Client in this Program include:
 - a. Individuals who do not have a trading account with the Company;
 - b. Employees of the Company and their immediate family members or the Company's business affiliates;
 - c. Clients who have not fulfilled minimum funding requirements or have a nil or negative balance on their trading account;
 - d. Clients who have not commenced trading on their account;
 - e. Referrers with past relationships with the Company or any other entity in the Company's group.

4. SPECIFIC PROGRAM TERMS

A. Trading Terms

- 4.1. In order for a referral to be considered as successful and qualify as a Referred Client, the following must be met:
- The Referred Client must:
- a) Open an account with a minimum initial deposit, according to the Account type, as set out on the Website;
 - b) Meet all applicable onboarding requirements as per the Terms and Conditions of the Company;
 - c) Execute at least five (5) trades within 30 days of notification of referral;
 - d) Not have any executed or pending request for account close or funds withdrawal and the account of the new Client must be funded at the time of the payment.
 - e) Not have previously opened and closed a trading account with the Company or any other entity in the Company's group;
 - f) Not expect any reward. The referral reward is only applicable to the Referrer who introduced the referred client to the Company.
- 4.2. In regard to the foregoing:

- a) The Referred Client must notify the Company of the referral and submit the Referrer's name and Client Account ID to support@fxpn.eu. Following the Company's approval of the submission and satisfaction of these terms, the Company will credit the existing respective trading account of the Referrer no later than 30 business days after the approval.
- b) The Referrer may not make more than five (5) referrals. Where a Referrer has exceeded this cap, any subsequent referrals made by the Referrer will not be awarded. The Company may amend this cap at its discretion and at any time without notice notwithstanding that such amendment may be to the detriment of the Existing Client and the Referred Client.
- c) If any Referrer/Referred Client is discovered to be ineligible for the Program for any reason, the Company is entitled to at any time to forfeit, withdraw or withhold the reward amount(s) at any time; or where the offer has been awarded and/or utilized to reclaim and/or deduct the reward amount(s) from the Existing Client's and/or Referred Client's account.
- d) The Company reserves the right, and has sole discretion, to prohibit any Existing Client/Referred Client from participating in any aspect of the Program if the Company deems or suspects that such Existing Client/Referred Client has engaged in or has attempted to engage in any abuse, damaging, tampering or fraud.
- e) The Reward shall, subject to these Terms, be paid only to those Referrers who, by virtue of their capacity as Clients of the Company have the status "verified" and meet the standard client acceptance requirements, as per the Operative Agreements.
- f) It is understood that payment of any Rewards accrued shall not be processed until the Referral obtains the status "verified" and meets the standard client acceptance requirements, as per the Operative Agreements.
- g) The Referred Client is entitled of a one-time payment of 100 USD/EUR/GBP (one hundred Euro) per Referrer.
- h) Reward-related information and the total number of Referrals and Qualified Referrals will be indicated in the Referrer's Client Zone on the Website and/or will be notified to the Referrer accordingly.

B. The Referrer Link

- 4.3. The Referrer confirms that Friends who are receiving the Referrer Link for the purposes of this Program:
 - a) Consent to receive the Referrer Link, in accordance with applicable General Data Protection Regulation (GDPR) requirements; and
 - b) Are over 18 years old.
- 4.4. The Referrer hereby acknowledges and understands that he/she shall not distribute the Referrer Link to any Friend who reside in jurisdictions to which the Company does not offer services, as provided on the Website(s).
- 4.5. The Referrer shall not use the Referrer Link in any manner that is illegal, disparaging, misleading, obscene, or in any way that is detrimental to the Company or the Website.
- 4.6. It is understood that any inappropriate use of the Referrer Link may cause immediate termination of the Referrer's participation in the Program.
- 4.7. Without prejudice to the foregoing, the Referrer acknowledges that he/she remains solely responsible for the usage of the Referrer Link and that the distribution of the Referrer Link to his Friends remains in all

respects at his option; the Referrer hereby understands that the Company undertakes no responsibility whatsoever.

5. MISCELLANEOUS

- 5.1. The Referrer hereto represent that he/ she has full right, power and authority to enter into and be bound by the Terms and to perform his/her obligations under these Terms and that he/she can participate in this Program without any restrictions by any regulatory requirements applicable to the Referrer or to the jurisdiction in which the Referrer has his/her residence.
- 5.2. The Referrer shall always comply with the laws and regulations (including but not limited to data protection and anti-spamming rules) applicable to the Referrer and Referral or to the jurisdiction in which the Referrer and Referral have their respective residence.
- 5.3. The Referrer throughout his/her participation in this Program undertakes the responsibility to act in good faith at all times and must not make any false or misleading representations or statements with respect to the Company and/or the Program and/or engage in any other practice which may affect adversely the image, credibility or the reputation of the Company or the Program.
- 5.4. The Referrer will indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the Company may suffer or incur as a direct or indirect result of any failure by the Referrer to perform any of the Referrer's obligations under these Terms.
- 5.5. The Referrer will not represent itself as agent of the Company and will have no authority or power to bind the Company or to contract in the name of or create liability against it.
- 5.6. Whereas a Referral has communicated to the Company that he or she wishes to be removed and/or unlinked from a Referrer, the Company shall remove such Referral accordingly and the Referrer shall have no rights in respect of the unlinked Referral. Under no circumstances shall the Company be liable for any consequences of any such removal from a Referrer.
- 5.7. The Company will not be liable to the Referrer (and/or any Referral) with respect to any subject matter of these Terms under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits, or lost business) even if the Company has been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in these Terms, in no event shall the Company's cumulative liability to the Referrer (and/or any Referral) arising out of or related to these Terms, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total Reward(s) paid to the Referrer under these Terms.
- 5.8. The Company reserves the right, in its absolute discretion, to terminate the Referrer's participation in this Program and/or cancel or nullify the Reward or profit gained without being liable for any consequences should the Referrer commit and/or the Company reasonably suspects any fraud in the use of and/or abuse of this Program and/or misuse of the Reward and/or any attempt of collusion and/or manipulation and/or bad faith and/or acts which are not in the spirit of this Program and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of these Terms, the Operative Agreements and/or of the Company's Business Terms in general.
- 5.9. No single or partial exercise of, or failure or delay in exercising any right, power or remedy under these Terms or under applicable laws, rules and/or regulations by the Company shall constitute a waiver by the Company, or impair any exercise of further exercise of, that or any other right, power or remedy arising under these Terms or under applicable laws, rules and/or regulations.

- 5.10. The rights and remedies available to the Company under these Terms and this Program are cumulative and are not exclusive of any rights or remedies provided by law.
 - 5.11. The Referrer acknowledges that the Company is entitled, as it deems fit in its sole discretion, to alter, amend, suspend, cancel or terminate the Program, or any aspect of the Program or the Referrer's participation in the Program, at any time. Under no circumstances shall the Company be liable for any consequences of any alteration, amendment, suspension, cancellation or termination of the Program.
 - 5.12. In the event of any dispute arising in connection with the Program and/or these Terms, such dispute shall be resolved in an amicable manner and in good faith and as the Company shall, in its sole and absolute discretion, deem fit and proper. In these circumstances, the Company's decision shall be final and binding.
 - 5.13. Nothing in this Program creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Referrer and the Company.
 - 5.14. The headings and titles contained in this Program are included for convenience only and shall not limit or otherwise affect these Terms.
 - 5.15. In the event that these Terms are translated in a language, other than English, the English versions shall prevail.
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