

Terms & Conditions for “Loyal Partners Club India” Partner Promotion

A. Introduction

1. This document describes the terms and conditions of the “Loyal Partners Club India” promotion (the “Promotion”) which is a Forex4you marketing promotion.” Loyal Partners Club India!” is a partner promotion where all partners who participate and fulfilled the requirements will be qualified to claim the prize.

B. Participation in Promotion

1. Only Forex4you Partners who meet the following criteria can participate:
 - a. Country: India;
 - b. Forex4you Partners are defined as Forex4you Clients who have an account under the Forex4you Affiliate program, Forex4you IB program or Forex4you Pro-STP Mark-up program.
 - c. Clients whose activities are eligible are:
 - i. All Forex4you Clients under Forex4you IB Partners.
 - ii. All Forex4you Clients under Forex4you Pro-STP Mark-up Partners’ program.
 - iii. Only trades from direct/1st level Clients of the "Affiliate" Partner program will be considered for the Promotion. Trades by Level 2 and 3 affiliate Partner Clients are not valid.
 - d. All Partners must have verified Forex4you accounts.
 - e. Forex4you Partner’s Clients must have verified accounts for their trades and deposits to be eligible in the Promotion.
 - f. There should be no duplicate accounts; Partners should only have one Forex4you trader room.
 - i. Partners shall not and are prohibited from using family members or close friends to make new Forex4you accounts.
 - g. Partners who are Local Depositors are eligible to participate.

C. Period Promotion

1. The Promotion trading period runs from 6 September 2021 until 31 December 2021 (the “Promotion period”).

D. Promotion Terms

1. **Registration:**
 - a. All eligible Partners will need to click the “Participate” button to register in the promotion.
2. **Promotion Mechanism**
 - a. During the Promotion period, Partners will accumulate the Net Business, Lots and New Active Clients.
 - b. When the required Net Business, Lots and New Active Clients count to qualify for the respective prize is achieved during the Promotion period, the Partner can claim the prize.
 - c. The prizes are divided into 4 tiers:

- i. **Diamond**
 - ii. **Gold**
 - iii. **Silver**
 - iv. **Bronze**
- d. Each tier will have 2 prize options for Partners to choose.
- e. Tiers, Prizes and Requirements are explained in the table below:

Tier	Prizes	Requirements
Diamond	Dubai Trip for 2	Net Business: 120,000 USD Lots: 2000 lots New Active Clients: 15
	Macbook Pro 13 inch 256GB	Net Business: 100,000 USD Lots: 1500 lots New Active Clients: 15
Gold	MacBook Air 256 GB	Net Business: 80,000 USD Lots: 1000 lots New Active Clients: 10
	iPhone 12 128GB	Net Business: 70,000 USD Lots: 800 lots New Active Clients: 10
Silver	iPad Pro 11 inch 128GB	Net Business: 50,000 USD Lots: 700 lots New Active Clients: 8
	Sony Playstation 5	Net Business: 40,000 USD Lots: 600 lots New Active Clients: 8
Bronze	Apple Watch 6 44mm	Net Business: 30,000 USD Lots: 500 lots New Active Clients: 5
	Oneplus Nord 2 128GB	Net Business: 20,000 USD Lots: 400 lots New Active Clients: 5

- f. New active clients are defined as verified 1st level clients that have joined, opened and closed at least 1 trade during the Promotion period.
- g. Partners need to maintain a maximum commission to Net Business percentage of 60% (i.e., commission percentage cannot be greater than 60% of the Partner's Net Business value) when claiming the prize.

3. Tracking Process

- a. The Partner may contact Forex4you customer service or key account managers to check their progress and eligibility.
- b. The Partner may check the widget in the personal Trader Room for progress.
- c. Should any discrepancies in data occur between Forex4you internal systems and the trader room widget, it is at Forex4you's discretion to decide the outcome.

4. Prizes claiming

- a. Partners will be able to check the prizes and requirements in the widget inner page.

- b. Partners can click claim button to claim the prize.
- c. The claiming request will be sent to the relevant department. Forex4you will check the results and inform Partners regarding their claiming status within 20 days.
- d. If the Partner is eligible to claim the prize, the Partner will be contacted by a Forex4you representative and the Partner will receive the prize within 6 months.
- e. Once the prize is claimed by the Partner, the Net Business, Lots and New Active Clients will be deducted out from this Partner's results.
- f. A Partner can only claim a prize once.
- g. If a prize had been claimed once, it will not be available for next claiming.
- h. Prizes are subject to stock availability and may be substituted with another item for the same value.
- i. Prizes are redeemed on a first-come - first-serve basis.
- j. Once a prize has been claimed, the Partner cannot return or ask to replace the gift with any other gift.

E. Lots and Orders

1. Hedged orders are taken into account in their total full lot volume only in the event where the second order (opposite direction order) was opened not earlier than 3 hours after the first order had been opened. Should the period between the openings of two opposite directed orders, be equal to or less than 3 hours, the smaller order's volume would be counted in the calculations.
2. Deposit bonus or Welcome Bonus funds and lots traded using such bonus funds will not be counted towards the Promotion.
3. Total traded volume is counted from closed orders. Any orders that are open at time of claiming the prizes will not be considered for the Promotion.
4. The deposit and traded volumes from all existing trading platforms will be assessed once a week.
5. All calculations are done on a Trader Room level and not per individual Partner accounts.
6. Net Business (also referred to as "InOut" within Forex4you systems) is defined as the total amount of funds deposited by first level clients from which the total amount of funds withdrawn by first level clients is subtracted (formula: deposits minus withdrawals = Net Business) within a certain time period.
7. Forex4you will determine the final results of each Partner. Data will be derived from data of Partner's activity, but the Promotion result will not include:
 - a. Internal transfers;
 - b. Any other monetary activity that Forex4you deems unfit.

F. Rewards and awarding

1. Reward claimer

- a. Only Partners approved by Forex4you are eligible to get the prize.
- b. By accepting the rewards, Partners unconditionally consent to the terms and conditions of the Promotion.
- c. Forex4you reserves the right to substitute any Partner subsequently found to be ineligible or disqualified. Forex4you's determination of the Partner's qualification to claim shall be final, conclusive, and binding.

2. Nature of the Reward

- a. Forex4you reserves the right to replace and/or substitute and/or change the reward with another item of an equivalent, or close to the prevailing recommended retail price, of any of the rewards, at any time and without giving any prior notice, or reasons, or assuming any liability to any party.
- b. The entitlement to the reward is not replaceable or refundable or transferable or exchangeable for gifts, vouchers or benefits-in-kind, unless Forex4you deems it to be.
- c. Rewards cannot be transferred to other Partners.

3. Awarding of the Rewards and Revoking of the Rewards

- a. Eligible Partners will either be contacted personally by Forex4you or may choose to reach out to Forex4you to check on their claiming status.
- b. Forex4you will respond via personal call, message or email notifying the Partner of eligibility to receive the reward within twenty (20) working days from the date of claiming application (or on such other date as Forex4you may, in its discretion, decide).
- c. Should the Partner fail to reply to Forex4you's confirmation of the reward within five (5) business days via phone or email, such Partner will forfeit his/her claiming application.
- d. Forex4you excludes all and any liability, for prizes which are lost, delayed or damaged in transit, Proof of postage/dispatch will be provided upon request. Forex4you does not provide any warranty or insurance for the prizes, and all and any warranty and insurance claims should be made to the respective prize manufacturers and retailers.
- e. Forex4you reserves the right to disclose and publish the names, and such other particulars (including photography) of any Partner in such mode and manner as it may at its sole discretion, deem appropriate for publicity purposes. The Partner also agrees to be photographed, to the disclosure of his or her personal information, the use of his or her name, picture, image and voice for publicity purposes connected to the Promotion and to co-operate with and participate in the activities organized by Forex4you for this purpose without additional compensation.
- f. All Partners must share news of their rewards on specified social media platforms prior to receiving the reward from Forex4you.
- g. All Partners must provide adequate documentation if requested. Failure to provide the documents may result in the Partner forfeiting the reward. If the Partner does not provide documents requested within 10 working days. Forex4you has the right to revoke the reward.
- h. If Forex4you subsequently discovers or determines in its absolute discretion that a Partner is not entitled to, or is disqualified from participating in the Promotion, or is unable to adhere to any of the terms and conditions in relation to the Promotion, Forex4you shall, at its sole discretion, decide on the following:
 - i. Partner of the Promotion to forfeit the reward; and/or
 - ii. Re-claim the reward from the Partner and select the next qualifying Partner.

G. Reservation of Rights and Disqualification

1. Forex4you reserves the right at its reasonable discretion, to:
 - a. Decline registration to any participant in the Promotion.
 - b. Disqualify any participant of the Promotion who violates or abuses the terms of use of Forex4you services.

2. Only users who have registered with Forex4you and are from the relevant country are eligible to participate in the prize draw. At any given time, we may ask the participant to provide personally identifiable information. Forex4you reserves the right to limit, block access to its services and/or terminate the user account if such information is not provided. By providing us with the information and registering with Forex4you, you confirm that any information provided is correct, accurate, up to date and complete.
3. Forex4you reserves the right, at its reasonable discretion, to discontinue the Promotion without any prior notification.
4. Forex4you reserves the right to alter, amend or terminate the Promotion, or any aspect of it, at any time. Forex4you is not obliged to warn customers about changes in the Promotion. The Partner is obliged to comply with all the rules and conditions of the Promotion, as well as monitor changes in the relevant terms and conditions.
5. Any indication or suspicion, in Forex4you reasonable discretion, of any form of arbitrage, abuse, fraud, manipulation, cash-back arbitrage will nullify all transactions carried and/or profits or losses in that trading account.
6. If a participant experienced data integrity issues concerning account statistics and therefore did not participate in the promotion, the user will not be entitled to any prize. Participants who attempt to abuse the promotion or manipulate their position in the promotion will forfeit their prize in favor of the next chosen user in line in the promotion. If any participant is attempting to compromise the integrity or the legitimate operation of the promotion by hacking or by cheating or committing fraud or manipulation in any way, including by providing false details or by false registration, Forex4you may terminate such a user account at its sole discretion. Further, Forex4you may refrain from granting prizes and/or deduct any such prizes' amounts that were given to such participants under the promotion and/or ban the client from participating in any of future promotion and other promotions.
7. Force Majeure. In no event shall Forex4you be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, disease and pandemics (including, but not limited to, CoVid-19), nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. Forex4you shall use reasonable efforts which are consistent with accepted market practices as soon as practicable under the circumstances.
8. These terms & conditions have been prepared in different languages, and whilst all versions are considered authentic and accurate, in case of any disputes the English language version shall prevail.
9. Forex4you reserves the right to disclose and publish the name, and such other particulars (including the photograph) of any participant/ winner in such mode and manner as Forex4you may at its sole discretion deem appropriate for publicity purposes and the participant/ winner agrees to be photographed, to the disclosure of his or her personal details, the use of his or her name, picture, image and voice for publicity purposes connected with the Promotion and to co-operate with and participate in the activities organized by Forex4you for this purpose without additional compensation.
10. All winners must share news of their award in social media prior to receiving the prize from Forex4you.

H. Risk Warning

1. Forex Trading involves significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure.