

# BONUS PROGRAM TERMS AND CONDITIONS

Version 0.1 – Last Updated February 2023



## A. Introduction

1. FXNOVUS (PTY) LTD (hereinafter 'the Company') operating under the trading name fxnovus is a South Africa investment firm, authorized and regulated by the Financial Sector Conduct Authority (FSCA) of South Africa, with License Number FSCA/ 50963. FXNOVUS (PTY) LTD is located at Unit 16B7, Sinosteel Plaza, 159 Rivonia Road, Morningside Ext 39, Sandton, 2146, Gauteng.
2. This Bonus Program Terms and Conditions (hereinafter 'the Bonus Plan') is an integral part of the Company's Client Agreement.
3. By opening an account on [fxnovus.com](https://fxnovus.com) website, you accept and agree to also comply with the terms of these terms and conditions. Moreover, by accepting the bonus terms through acceptance of the Client Agreement, you are bound by its guidelines and provisions for the duration that your bonus is active.

## B. Conditions of Eligibility

1. Subject to, and without prejudice to, all other Business Terms and Policies (as provided in the Client Agreement), the offer is available to the Company's Clients who have satisfied the criteria for the offer ("Eligible Clients") as set out in the sections following hereinafter.
2. The Bonus Plan is offered by the Company to Clients who open a real trading account with the Company.
3. The Company, at its absolute discretion, offers the Bonus Plan to any Client(s) as it deems appropriate and for as long as the Company deems to provide it.
4. This Bonus Plan applies only to existing client.

## C. Eligible Clients - Terms

1. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the Bonus Plan. Without limiting the foregoing, participation in the Bonus Plan is not allowed for persons under the age of 18 or otherwise under the legal age in their country of residence ("minors"). If you are a minor, you may not participate in the Bonus Plan.
2. As Eligible Clients, are deemed existing clients. Existing clients are clients that made at least one deposit with the Company and have fully verified their trading accounts.
3. Eligible Clients, who meet the criteria set forth herein are able to receive trading bonuses that are up to the discretion of the Company.

4. In order to activate and credit the Account with Bonus Plan, all Eligible Clients need to communicate with their account manager and verify their phone number.

#### **D. General Terms**

1. Please note that it may take up to 48 hours before any bonus is added to the account of an Eligible Client who meets all of the criteria set forth herein.

2. The Company reserves the right, at its reasonable discretion:

i. to decline registration of any participant in the “Bonus Plan”; and

ii. disqualify any participant in the “Bonus Plan” who abuse or attempts to abuse the operation of the “Bonus Plan”, or breaches these terms and/or any of the “Business Terms and Policies” set forth on the Company’s website (i.e. Client Agreement).

iii. to cancel any existing Bonuses that the Client might have on his trading account, such as the “First Deposit Trading Bonus”, in order to add the “Existing Clients Trading Bonus”.

iv. to change any existing Bonuses that the Client might have on his trading account to non-withdrawable, such as the “First Deposit Trading Bonus”, in order to add the “Existing Clients Trading Bonus”.

Under no circumstances shall the Company be liable for any consequences of any trading bonus cancellation or decline, including, but not limited to, order(s) closure by Stop Out.

3. The Company reserves the right, at its reasonable discretion, to discontinue the offering of this “Bonus Plan” to any of its Clients, without having to explain the reasons. Such Clients will be informed via email.

4. Clients may opt-out from the “Bonus Plan” whenever they wish at their own cost. Please send your request to your dedicated account manager.

5. The Company reserves the right to alter, amend or terminate the “Bonus Plan” or any aspect of it at any time. Prior notice of such changes will be given to Clients and the Company will post any such changes on its website. It is recommended that participants in the “Bonus Plan” consult these Terms & Conditions on the Company’s website regularly. Please note that taking part in the “Bonus Plan” constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.

6. In the event that a Trading Account becomes inactive for a period of 15 days all previously awarded trading bonus (es) will be immediately cancelled from the respective Eligible Clients real Account with the

Company. A trading account is considered inactive when there are no open positions and positions were not opened during the specified period.

7. In the event that the Client did not reach the required trading volume, which in Trade Value, is Bonus USD \* 2000 (Traded USD Notional Value) within 30 days from the date the “Bonus Plan” was added to his Trading Account, the Company reserved the right to remove the “Bonus Plan”.

8. This “Bonus Plan” applied to the Accounts of Eligible Clients in accordance with the rules set forth cannot be transferred between other trading accounts maintained with the Company.

9. The “Bonus Plan” may be used for trading purposes **only** and **cannot** be withdrawn.

10. Taking part in any of the “Bonus Plan” continues acceptance of these Terms and Conditions.

11. If a trading account has a “Bonus Plan” and losses have occurred from the trading activity connected to the bonus, the losses will be deducted from the client’s balance and not from the “Bonus Plan”.

#### **E. Restrictions**

1. All Eligible Clients are permitted to hold only one (1) Bonus Plan Account per one (1) unique IP address. Multiple registrations from the same IP are not permitted, nor multiple “Existing Clients Trading Bonus” Accounts register with same personal details.

2. Participation of “Intermediaries/Related Parties” in the “Bonus Plan” is prohibited. If the registration and/or trading data of a participant in the “Bonus Plan” corresponds with the registration and/or trading information, including but not limited to IP address, of another participant in the “Bonus Plan”, the Company reserves the right to regard this matching as a reason for immediate disqualification. For the purposes hereof, the term “Intermediary(ies)/Related Party(ies)”, when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the “Bonus Plan”, including, without limitation:

a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;

b) person or entity, whom any participant in the “Bonus Plan”, directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the “Bonus Plan”; for purposes of this definition, the term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any participant in the “Bonus Plan”, shall mean the possession, directly or

indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.

#### **F. Cancellation/Disqualification**

1. Any indication or suspicion, in the Company's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the credit trading bonus without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cashback arbitrage connected to a Bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited trading bonuses of the Eligible Client's real Trading Account with the Company and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, the Company reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client's real Trading Account with the Company, cancel all orders and annul all profits of such participant. In these circumstances, the Company shall not be liable for any consequences of the bonus cancellation, including, but not limited to, order(s) closure by Stop Out.

2. In the event of internal transfers between trading Accounts with the Company, trading bonuses previously credited will be cancelled, and the bonus will not be provided for the new account.

3. The Bonus Plan is deemed to be cancelled/terminated after 15 days of inactivity.

4. If in a 30-day period, you do not meet the required volume, your Bonus will be immediately cancelled. The required open volume, in Trade Value, is Bonus USD \* 2000 (Traded USD Notional Value).

5. The Company reserves the right to cancel (withdraw, or remove) the active bonus of client, when the balance goes to negative (this means that the client has lost all his funds and part or all of his credit).

6. If a trading Account has an active "Bonus Plan" and the Client places a withdrawal request with an amount bigger than the profits gained, the Company reserves the right to cancel the active bonus.

7. In the event that the "Bonus Plan" will be cancelled, the Company will not be liable for any losses occurred, if any positions connected to this "Bonus Plan" have been stopped out due to insufficient capital margin requirement.

#### **G. Governing Law**

1. The "Bonus Plan" terms shall be governed by and construed in accordance with the Laws of South Africa. Any dispute or situation not covered by these terms will be resolved by the Company in the manner it deems

to be the fairest to all concerned. That decision shall be final and/or binding on all entrants. No correspondence will be entered into.

2. If any of the “Bonus Plan” terms were to be translated into a language other than English, then the English version of these terms shall prevail where there is an inconsistency.

#### **RISK WARNING**

**CFDs trading involve a significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure, available at the Company’s website.**



info@fxnovus.com | www.fxnovus.com

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FXNOVUS (PTY) LTD is a South Africa Investment Firm, authorized and regulated by the Financial Sector Conduct Authority (FSCA) of South Africa, with FSP License Number 50963. FXNOVUS (PTY) LTD registration number is 2020 / 183344 / 07.

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Registered Address: Unit 16B7, Sinosteel Plaza, 159 Rivonia Road, Morningside Ext 39, Sandton, 2146, Gauteng

Website: [www.fxnovus.com](http://www.fxnovus.com)

support@fxnovus.com

A large, stylized graphic of the FXNOVUS logo, rendered in a lighter shade of orange, positioned in the bottom right corner of the page.