



TERMS AND CONDITIONS FOR INCENTIVES AND LOYALTY AWARDS



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This Document on Terms and Conditions for Incentives and Loyalty Awards is effective from 29 January, 2017 and shall remain effective until a more recent version is released. Safecap reserves the right to amend or supplement this Document at any time. This Document does not replace our Investment Services Agreement (Terms and Conditions of Trading) which we ask that you read carefully before you enter into any trading. The prevailing version of this Document is always available on our website www.markets.com.



Terms and Conditions for Incentives and Loyalty Awards

The below outlines the terms and conditions for the types of Loyalty Awards offered by the Company as these may change from time to time and should be read in conjunction with the Company's [Terms & Conditions \("Retail Client Agreement"\)](#). Unless otherwise stated, in case of discrepancy between the Retail Client Agreement and the Terms and Conditions for Incentives and Loyalty Awards the latter prevails.

Disclaimer: Incentives and Loyalty Awards are not available to Customers residing in a banned/not permitted jurisdiction in accordance to the Company's terms and conditions paragraph 3 "General" section "[Banned/Not Permitted Jurisdictions](#)" or to the residents of Poland, Greece and Germany. If mistakenly credited, the Incentive or Loyalty Award will be removed without prior notice.

Free \$20 Mobile App Install Award

1. Capitalized terms in this terms and conditions shall have the meaning ascribed to them in the Investment Services Agreement for Retail and Professional Clients ("ISA") of Safecap Investments Limited (the "Company"), unless otherwise defined herein.
2. All Customers who satisfy all of the below criteria are eligible for the Award:
 - 2.1. Successfully registered for an Account with the Company and have satisfied all KYC and other requirements for such registration in accordance with the ISA;
 - 2.2. Logged in to their Account from one of the Company's non-mobile web Electronic Trading Platforms; and
 - 2.3. Received an offer to accept the Award as per paragraph 3 below.
3. This Award shall become available to the eligible Customers (as per paragraph 2 above) upon the Company sending to a Customer an e-mail and/or log-in message in a web Electronic Trading Platform containing an offer to accept this Award.
4. Customers may accept this Award within 7 (seven) calendar days upon receipt of an e-mail and/or log-in message specified in paragraph 3 above by installing a mobile Electronic Trading Platform on their mobile device and logging in to their Trading Account from a mobile Electronic Trading Platform.
5. Customers who accepted the Award will receive the Award in the respective base currency of the Account.
6. This Award is not conditional and does not depend on the amounts deposited by the Customer or the Customer's trading.
7. This Award can be awarded once per household or IP address or phone number or a Customer.
8. A Customer may immediately withdraw the Award amount and/or any profits derived from the Award.
9. In all instances, a withdrawal of this Award will be subject to Customer's compliance with the Company's onboarding, Account opening, AML and KYC procedures set out in the ISA.
10. This Award is not available in any Banned Jurisdiction.
11. Miscellaneous
 - 11.1. Abuse - any improper or abusive trading or use in breach of the ISA, will result in the Award being revoked or not awarded;
 - 11.2. No waiver – any delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default under these Terms and Conditions or the ISA, shall not be deemed and must not be construed as a waiver of its rights;



- 11.3. Validity - if any provision of these Terms and Conditions is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, and, to that extent, the provisions of these Terms and Conditions are intended to be and shall be deemed severable;
- 11.4. Change of Terms - in case of modification of these Terms and Conditions the Company shall provide the Customer with appropriate notification over the email in advance, where practically possible.
- 11.5. These Terms and Conditions are subject to the terms of the ISA and any general Terms and Conditions for Incentives and Loyalty Awards ("General Terms"). In the event of any conflict between these Terms and Conditions, General Terms and the ISA, these Terms and Conditions shall prevail.

Bonuses offered prior 29 January 2017

Importance Notice: Our home regulator – the Cyprus Securities and Exchange Commission – is seeking to raise conduct standards across the industry for Contract for Difference to ensure fair outcomes for all clients and has requested that regulated firms avoid the practice of offering bonuses incentivising clients to trade.

Any bonuses accepted by you and credited to your account until 29 January 2017 will continue to apply under the relevant terms and conditions depending on the bonus scheme as displayed below. We note that sections "Time Terms" and "Expiration" will apply for bonuses already credited to your trading account. No new bonuses will be made available following 29 January 2017.

To this extent, as of 29 January 2017 the following bonus schemes are no longer offered by Safecap:

Default Bonus and Award Policy

Safecap Investments Limited ("the Company") offers a number of attractive rewards to its new and existing customers ("Customers") following its request and acceptance by the Customer. Bonuses and/or financial awards or promotions ("Award") rewarded to Customers are part of the Company's promotional program. These Awards have limited time offers of which the following terms shall apply in reference to the relevant Customer account ("Account"):

1. Awards are available to Customers who meet the Company's appropriateness requirements.
2. Award rules acceptance - prior to accepting any Award offer Customers shall consider the particular terms and conditions associated with the Award and this Bonus and Award Policy, as both may be amended from time to time. Acceptance of the Award is done by placing trade in the Account.
3. Trading the Award - the funds deposited by the Client to the Account are used prior to the Award. For example, if you have made a deposit of \$200 to the Account and received an Award of \$50 to Account, upon placing trades the funds of your deposit will be used first. Therefore, if you lose \$200, unless you have met the below trading requirements for being able to withdraw your Award, there will be no funds eligible for withdrawal from the Account. For more information please contact the Company's customer support.
4. Volume Conditions –
 - 4.1. Withdrawal –
 - 4.1.1. In order for the Customer to be eligible to withdraw the Award, the Customer must execute a minimum trading volume of \$10,000 for every dollar awarded by The Company to the Account (e.g. if Customer who receives \$100 Award will need to have a minimum trading volume of \$1,000,000).;
 - 4.1.2. If the Customer withdraws any funds from the Account before satisfying the required trading volume, the total Award will be deducted from the Account. The Customer's trading volume in the Account starts counting on the date the Customer receives the Award.
5. Time Terms -
 - 5.1. Timeframe - Customers have 90 days, from the date of receiving the Award, to meet the abovementioned Volume Conditions ("Timeframe").



- 5.2. Expiration – upon Timeframe expiration the Account shall be adjusted to the deposits made by the Client to the Account.
6. Account Terms
 - 6.1. Customers are prohibited from opening multiple accounts with the Company for the sole purpose of enjoying more than one Award. Duplicate accounts may be closed without notice. In such cases, the Company shall retain any Award rewarded to the Customer, any earnings will be forfeited and any amount deposited by the Customer to the Account will be returned to the Customer accordingly.
7. Opt out - the Customer is not required to accept any Award offered by the Company; all Awards are optional. The Customer may choose not to accept an Award. In these circumstances, the Customer will not be bound to the terms relating to Awards. Should such Customer mistakenly accept an Award, the Customer shall not trade in the Account and notify the customer support immediately of mistakenly accepting the Award. The Company will remove the Award from the Customer's Account.
8. Miscellaneous –
 - 8.1. Abuse - any improper or abusive trading, not in accordance with the Company's Client Retail Agreement terms and conditions, will result in the Award being revoked or not awarded, and may also result to the Account being frozen to serve proper investigation and suspended should the investigation's result indicate breach of the Retail Client Agreement.
 - 8.2. No waiver – any delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default under this Agreement, shall be deemed a waiver of exercising its rights;
 - 8.3. Validity - If any provision of these terms is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Default Bonus and Award Policy, and, to that extent, the provisions of this Agreement are intended to be and shall be deemed severable;
 - 8.4. Inactive Account - please note that once a trading account is classified as Inactive all Bonuses and/or Awards may be removed without prior notice. Please refer to section "Inactive and Dormant Accounts" for information on Inactive Accounts.
 - 8.5. No partial Award – the Company awards only Client who meet the Award terms. No partial Award can be granted for accomplishing a portion of the points needed. If, for any reason, the Client is unable to accumulate the necessary points within the Timeframe, no portion of the Award will be awarded.
 - 8.6. Limited Period - Award accumulation is valid only during the Timeframe. Accumulation will be zeroed for Account that did not meet the Award particular terms within the Timeframe. Client cannot use partial accumulation of an Award for the benefit of meeting another Award irrespective of the timeframe.
 - 8.7. Terms Change - in case of modification of the particular Award's terms and conditions the Company shall provide the Client with appropriate notification over the email in advance.
 - 8.8. In case of any discrepancy between these terms and the Retail Client Agreement and this "Default Bonus and Award Policy", the latter shall prevail.

Pending Bonus

1. Pending Bonus is an Award available to Clients who meet the Company's appropriateness test requirements.
2. Pending Bonus' terms of acceptance - prior to accepting any Award the Client shall take into consideration the particular terms and conditions. Acceptance and acknowledgement of the particular terms and conditions is done by Client's consent either in a written form (such as email) or by equivalent means (such as popup acknowledgment).
3. In order for the Client to be able to receive the Pending Bonus Award, the Client shall accumulate a specific amount of points within the Timeframe. The Client may, at any given time, monitor his/her progress by visiting the relevant section in the trading platform.
4. Points required to be accumulated equal to 3 times the pending bonus amount. For example, if the pending bonus amount is USD3,000, Client will be required to accumulate 9,000 points within the Period.



5. The points accumulated by each trade differ and vary depending on the instrument the Client trades and based on the volume of the trades. In particular, points are calculated as follows:
Example: **USD/CHF**
If a Client's trading target is 300 points, and he opens a USD/CHF position (Buy or Sell) of 100000 volume, then the calculation would be:
 $100000 * 0.32 / 1000 = 32$ points accumulated for this trade. The client will receive 16 points when position is opened and 16 when the position is closed (totalling 32 points).
After successfully opening and closing this trade the client will have 268 points left to meet this example's target.
For further information about the accumulation of points please click on the [Bonus Points Table](#).
6. Upon crediting of the Award to the Account, the funds are available for trading and withdrawal.
7. Clients are prohibited from opening multiple accounts with the Company for the sole purpose of enjoying more than one Award. Duplicate accounts may be closed without notice. In such cases the Company shall retain any Award rewarded to the Client, any earnings will be forfeited and any amount deposited by the Client to the Account will be returned to the Client accordingly.
8. Opt out - please refer to section 7 in the "Default Bonus and Award Policy" above.
9. Miscellaneous—please refer to section 8 in the "Default Bonus and Award Policy" above.

Refer-a-Friend Bonus Terms and Conditions

Bonuses for referred friends are available only for new accounts depositing \$100 and above. The bonus for a referred friend will be credited to his/her trading account after identification documents are verified.

Bonus Withdrawal – You and your referred friend are required a minimum trade of \$10,000 per \$1 bonus. For example, for a \$100 bonus you will need to have a minimum trading volume of \$1,000,000 in order to withdraw the bonus. Please note: you or your referred friend can withdraw funds from your account before reaching the minimum trading volume; however, by doing so you forfeit the bonus amount.

Markets.com reserves the right to modify, amend or discontinue this program at any time.

The referred Friend that claims the Refer-a-Friend Bonus is not eligible to receive a First Deposit Bonus in addition to the Refer-a-Friend bonus.

US\$25 registration Bonus offered prior to October 29, 2017

This bonus scheme is no longer offered by Safecap. Any bonuses under this scheme accepted by you and credited to your account until 29 October 2017 will continue to be subject to the below terms and conditions.

1. This Award is available to all Customers who register for an account with the Company and satisfy the respective promotion's requirements, except for Customers residing in Restricted Jurisdictions mentioned in the Retail Client Agreement and also in one of the following jurisdictions:
Anguilla, Azerbaijan, Bahamas, Bangladesh, Belgium, Bermuda, Bhutan, Bolivia, British Indian Ocean Territory, Brunei Darussalam, Burundi, Canada, Cambodia, Cameroon, Central African Republic, Chad, Colombia, Comoros, Djibouti, Dominica, Dominican Republic, Egypt, Equatorial Guinea, Ethiopia, Faroe Island, Gabon, Gambia, Grenada, Guinea, Guinea Bissau, India, Indonesia, Jersey, Kenya, Korea Democratic People of, Korea Republic of, Kyrgyzstan, Lao people Democratic Republic, Lebanon, Lesotho, Liberia, Libya, Macao, Madagascar, Malawi, Marshal Islands, Mayotte, Mongolia, Morocco, Mozambique, Namibia, Niger, Nigeria, Pakistan, Philippines, Russian Federation, Rwanda, Saint Kitts and Nevis, Saint Lucia, Samoa, Sao Tome and Principe, Seychelles, Sierra Leone, Somalia, South Sudan, Sudan, Suriname, Tajikistan, United Republic of Tanzania, Togo, Trinidad and Tobago, Tunisia, Turkey, Turkmenistan, Ukraine, United States, Uzbekistan, Vietnam, Zambia, Zimbabwe.



2. Customers will receive the Award in the respective base currency of the Account. For example, Accounts for which the base currency is Euro will be awarded with 25 EUR Award etc.
3. This type of Award **is not** conditional and does not depend on the amounts deposited by the Customer but is awarded solely on the basis of the Customer meeting the conditions for Award in accordance with the relevant promotion terms.
4. The Award can be awarded once per household or IP address or phone number or a Customer.
5. **Withdrawal Requirements:** A Customer may immediately withdraw the remaining Award amount and/or any profits derived from the Award upon making a valid deposit. The making of deposit is required solely for the purpose of us completing our client due diligence. This incentive does not carry any trading or withdrawal conditions.
6. In all instances, a withdrawal request under section 5 above will only be processed following the Client's compliance with the Company's onboarding process which includes, among others the provision of:
 - 6.1. **Proof of Identity** - A clear, up-to-date copy of a government issued picture document that includes the Client's full name (as mentioned in the Account), date of birth and expiration date such as a passport.
 - 6.2. **Proof of residence** – A recent (not older than 6 months) clear copy of a bank statement, utility bill or local authority tax bill, indicating the Client's name (as mentioned in the Account), date of issue and address of residence.
7. **Miscellaneous**
 - 7.1. **Abuse** - any improper or abusive trading, not in accordance with the Company's Client Retail Agreement, will result in the Award being revoked or not awarded, and may also result to the Account being frozen pending proper investigation and suspended should the investigation's result indicate a breach of the Retail Client Agreement.
 - 7.2. **No waiver** – any delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default under these Terms and Conditions or the Retail Client Agreement, shall not be deemed and must not be construed as a waiver of its rights;
 - 7.3. **Validity** - If any provision of these Terms and Conditions is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, and, to that extent, the provisions of these Terms and Conditions are intended to be and shall be deemed severable;
 - 7.4. **Terms Change** - in case of modification of the particular Award's terms and conditions the Company shall provide the Client with appropriate notification over the email in advance.
 - 7.5. In case of any discrepancy between the Retail Client Agreement and these Terms and Conditions, the latter shall prevail.