



# GENERAL TERMS AND CONDITIONS FOR PROMOTIONAL CAMPAIGN

## 1. General

1.1 The Promotional Campaign (or the “**Promotion**”), is offered by XS LTD (“**XS**” and/or the “**Company**”) to its Clients and apply to all promotional offers. In addition to these General Terms, specific promotions may be subject to additional terms, conditions, or rules (“Promotion-Specific Terms”). By participating in the Promotion, the Clients hereby acknowledge, confirm and accept to be bound by the following terms and conditions as these are set out below (the “Terms”), by XS’s Client Services Agreement, by the respective Announcement(s) that shall be published from time to time on the Company’s website, and by the general Account Opening Agreements. In the event of any conflict, discrepancy, or inconsistency between these General Terms and any Promotion-Specific Terms, the Promotion-Specific Terms will prevail and take precedence to the extent of that conflict or inconsistency.

1.2 These Terms apply to Clients of XS who meet the applicable eligibility criteria and comply with the conditions set out herein and in any supplementary documentation referred to above (each a “**Client**” and together the “**Clients**”).

## 2. Promotion Eligibility

2.1. Clients may participate in the Promotion at any time during the Promotion Period. The Promotion Period shall be specified on the relevant promotion page available through the Company’s designated channels including, without limitation, its website and/or client portal, and may be amended by the Company from time-to-time in its sole discretion.

2.2. The Promotion is available only to verified Clients of XS. Multiple registrations, duplicate accounts, account splitting arrangements, or any account structure established primarily for the purpose of obtaining promotional rewards, circumventing eligibility requirements, or gaining unfair advantage under the Promotion are strictly prohibited.

2.3. XS may, in its sole and absolute discretion, make the Promotion available to such Clients, jurisdictions, countries and/or regions as it deems appropriate and for such period as it determines.

2.4.Participation of Intermediaries, nominees, related parties, or any person acting on behalf of another Participant for the purposes of obtaining a Promotional Reward is prohibited.

### 3. Conditions

3.1.All Clients who satisfy the eligibility criteria and participate in the Promotion shall automatically be enrolled as Participants (the “**Participants**”).

3.2.The Participants are categorized as follows:

- Eligible Participants: A Client who satisfies the eligibility criteria for the Promotion. Eligible Participants may participate in the Promotion; however, eligibility alone shall not confer any entitlement to receive any reward, prize, or other promotional benefit.
- Qualified Participants: An Eligible Participant who, during the Promotion Period, has satisfied all trading and/or activity requirements prescribed for the Promotion. Such requirements may include *inter alia* minimum trading volume, number of executed trades, eligible financial instruments, holding periods, net deposit thresholds, or other performance-based criteria (the “**Qualification Criteria**”), as specified in the applicable Promotion details. Only Qualified Participants shall be eligible to receive any reward, prize, or other promotional benefit under the Promotion.

3.3.The qualification status of each Participant shall be determined by the Company based on its records and systems and shall remain subject to the Company’s final review and verification. The Company’s records, calculations and determinations shall be final, conclusive and binding for the purpose of determining eligibility, qualification and reward entitlement.

3.4.A Participant who fails to satisfy the Qualification Criteria during the Promotion Period shall remain an Eligible Participant only and shall not be entitled to receive any reward, prize, or other promotional benefit under the Promotion.

#### 4. Promotion Rewards

- 4.1. The Promotion offers Qualified Participants the opportunity to receive the applicable reward upon satisfying the Qualification Criteria specified for the Promotion within the Promotion Period.
- 4.2. The applicable rewards for each Promotion shall be specified on the relevant promotional page. Reward offering may vary depending on the specific campaign.
- 4.3. Qualified Participants shall receive their rewards following the conclusion of the Promotion and subject to successful completion of the Company's verification and compliance checks, as further described on the relevant promotional page.
- 4.4. All cash rewards shall be credited by the Company directly into the Qualified Participant's XS Wallet, in the wallet's base currency or such other equivalent currency as the Company may determine. Unless otherwise stated in the applicable Promotion terms. Cash rewards may be freely withdrawn.
- 4.5. Where a Promotion includes a physical gift, XS shall contact the winner via email (the "**Winner Announcement Email**") within ten (10) working days following the determination of the winner. The winner must provide all information and documentation reasonably requested by the Company, including but not limited to full name, residential address, email address and telephone number and any other information required for verification and delivery purposes, within ten (10) working days or such period specified in the Winner Announcement Email.
- 4.6. Failure to provide the requested information within the required timeframe may result in forfeiture of the physical gift, in which case XS reserves the right, at its sole discretion, to withdraw the gift or select an alternative winner.
- 4.7. XS shall not be liable for any failure, delay or inability to deliver a physical gift arising from inaccurate, incomplete, misleading or outdated information provided by the Client.

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4.8. All physical gifts are subject to availability. If, for any reason, a physical gift becomes unavailable, XS reserves the right, as its sole discretion, to substitute the gift with an alternative item, voucher or cash payment of equivalent value.

4.9. Any taxes, customs duties, import fees, VAT, tariffs or other governmental charges associated with the receipt, transportation, shipment, or clearance of a physical gift shall be the sole responsibility of the Client. XS shall not be liable for any such charges, nor for any delays, losses or delivery issues arising from customs procedures, import restrictions or applicable local regulations.

### **5. Fraudulent Activity**

5.1. XS may, at its sole discretion, exclude a Client from participating in the Promotion with immediate effect and at any time if:

- i. XS has reasonable grounds to believe that there is a valid misuse of this Promotion; and/or
- ii. a Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in line with this Promotion and applicable Terms; and/or
- iii. a Client tampers or attempts to tamper with the operation of the Promotional Reward; and/or
- iv. an action by a Client is found to be in violation and/or in breach of these Terms and Conditions and/or XS's Client Services Agreement, the Account Opening Agreements, or any other agreement entered between the Client and the Company; and/or
- v. a Client submits false ID documents and contact details during the verification procedure.

5.2. To the fullest extent permitted by the applicable law, XS shall not be liable for any consequences arising from the cancellation, reversal, or forfeiture of any Promotional Reward, including, without limitation, the closure of orders by Stop Out.

5.3. Any indication or suspicion, as determined by the Company in its sole and reasonable discretion, of arbitrage, abuse, fraud, manipulation, deceptive

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conduct, market abuse, or any activity intended to improperly obtain the Promotional Reward shall entitle the Company to take any action it deems appropriate, including but not limited to the disqualification of the Participant from the Promotion, withholding, cancellation, reversal or recovery of rewards, closure or suspension of accounts, cancellation of transactions, offset of losses against related accounts, and/or annulment of profits arising from such activity.

5.4. For the avoidance of doubt, conduct that may be considered abusive (the “**Abusive Behaviour**”), fraudulent or manipulative for the purposes of this Promotion includes, without limitation:

- i. Constructing trading positions, individually or in coordination with others, for the purpose of generating profits, rewards or other promotional benefits without meaningful economic risk;
- ii. Maintaining offsetting, hedged, correlated or opposite positions, whether internally through other accounts held with the Company or externally through accounts held with other brokers;
- iii. Latency arbitrage, cash-and-carry arbitrage, reverse cash-and-carry arbitrage, bonus abuse, swap abuse, reward abuse or any similar strategy intended to exploit pricing inefficiencies, trading conditions or promotional benefits;
- iv. Opening, operating, controlling or participating in multiple accounts, whether directly or indirectly, for the purpose of obtaining additional rewards, circumventing eligibility requirements, exploiting the Promotion, or gaining an unfair advantage under the Promotion;
- v. Acting alone or together with other people, related parties, nominees, affiliates, family members or connected accounts to circumvent the intent of these Terms or the Promotion; and
- vi. Any conduct that the Company reasonably determines constitutes Abusive Behaviour, abuse of promotional benefits, or any attempt to generate rewards without genuine trading activity or exposure to market risk.

5.5. The Company may, in its sole discretion, aggregate and treat as a single participant any accounts that it reasonably believes are connected, related,

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acting in concert, or under common ownership, control, management or beneficial interest for the purposes of determining eligibility, qualification, compliance, and reward entitlement under the Promotion.

5.6. For the avoidance of doubt, the Company's determination of whether any activity constitutes Abusive Behaviour, fraud, manipulation, arbitrage, misuse of the Promotion or a breach on the Company's records, systems and internal investigations, which shall be conclusive and binding unless manifest error is established.

5.7. The Company reserves the right to investigate any activity that it reasonably suspects to be abusive, fraudulent, manipulative, or inconsistent with the purpose of the Promotion. During any such investigation, the Company may suspend the allocation or payment of any reward pending completion of its review.

### **6. General Conditions and Warranties**

6.1. XS reserves the right, at its sole and absolute discretion to alter, amend, suspend, cancel or terminate the Promotion at any time without any prior notice, to the fullest extent permitted by the applicable law. Under no circumstances shall XS be liable for any consequences of any alteration, amendment, suspension, cancelation, or termination of the Promotion.

6.2. XS shall not be held responsible for any technical disruption, such as but not limited to weak internet connection, that could affect the result of the Promotion.

6.3. To the fullest extent permitted by the applicable law, XS shall not be liable for any adverse effects where an account has open positions or floating profit/loss which results in the Promotion being removed for any reason.

6.4. New accounts are subject to approval as per XS's Client Services Agreement. This Promotion is not an offer to any person to whom it would not be lawful.

6.5. The Company will process personal data collected in connection with the Promotion in accordance with its Privacy Policy and applicable data protection



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laws and regulations, including, where applicable, the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

6.6. Personal data may be processed for purposes including the administration of the Promotion, verification of eligibility, fraud prevention and detection, regulatory compliance, communication with Participants, and the allocation and delivery of rewards.

6.7. Where the Company wishes to process personal data for direct marketing purposes, such processing shall be carried out in accordance with the Company’s Privacy Policy and applicable legal requirements, including obtaining consent where required by law or otherwise relying on another lawful basis for processing.

6.8. This Promotion shall not encourage Clients to trade in a manner inconsistent with their trading comfort level. Clients should seek independent advice if necessary.

6.9. To the fullest extent permitted by applicable law, XS shall not be liable for any loss, cost, expense, damage or liability suffered or incurred in connection with the Promotion.

6.10. Clients may opt out from the Promotion whenever they wish. Clients should send their request at the following email address: [support@xs.com](mailto:support@xs.com) and the relevant department will process the request and inform the Client accordingly.

6.11. If any dispute, discrepancy, or misrepresentation arises in relation to these Terms or the Promotion, XS shall review the matter in good faith and determine the appropriate resolution in its reasonable discretion, without prejudice against any rights or remedies available under the applicable Client Services Agreement.

6.12. These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with



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the laws of the Republic of Seychelles. Any dispute, controversy, claim, or matter arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, performance, or termination, shall be resolved in accordance with the dispute resolution provision set out in the Client Services Agreement and/or the Account Opening Agreement between the Client and the Company.

- 6.13. The official language in which these Terms were drafted in English and XS shall not be bound by any variation resulting from a translation of all or part of these Terms. Any information provided in another language is provided for convenience only, shall not have legal effect, and XS accepts no responsibility or liability regarding the accuracy of any such translation.

For any questions regarding the Promotion, please contact us at [support@xs.com](mailto:support@xs.com).

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