



GENERAL TERMS AND
CONDITIONS FOR DEPOSIT
TRADING BONUS
(DEPOSIT BONUS)

T&Cs FOR DEPOSIT BONUS

1. General

The Deposit Bonus (or the “Bonus” or the “Promotion”), is offered by XS LTD (“XS” and/or the “Company”) to its Clients. 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.

These Terms are applicable for Clients of XS who meet the eligibility criteria and adhere by the conditions that are included herein and as per the supplementary documentation, as stated above, hereinafter referred to a “Clients” or “Client”.

2. Promotion Eligibility

2.1. The Bonus will be applicable only to the Clients’ first Deposit Bonus Account (the “Bonus Account”) with XS.

2.2. All Eligible Clients are permitted to hold only 1 (one) Deposit Bonus Account, multiple registrations are not permitted.

2.3. XS at its absolute discretion offers the Bonus to any Clients and/or any countries/regions as it deems appropriate and as long as XS deems to provide it.

2.4. Participation of Intermediaries/ Related Parties is prohibited.

3. Promotion rewards

3.1. The Bonus may only be granted when the Client makes a deposit into the Deposit Bonus Account, as specified on the relevant Promotion page on XS’ website at <https://www.xs.com/jp/promotions/bonuses/xs-deposit-bonus/>

3.2. This Promotion may be redeemed only once by an Eligible Client.

3.3. The Bonus applied to the specific account of Eligible Clients, in accordance with the terms set forth herein, cannot be transferred between other trading account held with XS.

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3.4. The removal of bonuses may occur upon any withdrawal or transfer, as specified on the XS website's Promotion page.

3.5. The Bonus is subject to an expiration date, after which it will be removed from the Deposit Bonus Account as specified on the relevant Promotion page on XS' website.

3.6. The Bonus is rewarded in terms of credit and may be convertible into cash after fulfilling the conditions specified in the specific Promotion page on XS' website.

3.7 The bonus will appear as Credit in client trading account and will appear as balance trading requirements are met.

4. Fraudulent Activity

4.1. XS at its sole discretion can exclude a Client from participating in the Promotion, with immediate notice, and at any time:

- i. if XS has reasonable grounds to believe that there is a valid misuse of this Promotion; and/or
- ii. if 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. if a Client tampers or attempts to tamper with the operation of the Bonus; and/or
- iv. if an action by a Client is found to be in violation and/or in breach of these Terms and/ or XS's Client Services Agreement; and/or Account Opening Agreements and/or
- v. if a Client submits false ID documents and contact details during the verification procedure.

Under no circumstances shall XS be liable for any consequences for any Bonus cancelation or decline, including but not limited to, order(s) closure by Stop Out.

4.2. Any indication or suspicion, in XS'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

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to benefit financially from the credit trading bonus without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back 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 Accounts with XS and/or any and all transactions carried, at its sole discretion to close/ suspend (either temporarily or permanently) all such Eligible Client's real Trading Account(s) with XS, cancel all orders and annual all profits of such participant.

5. General Conditions and warranties

5.1. XS reserves the right at its own discretion and as it deems fit to alter, amend, suspend, cancel or terminate the Promotion at any time, without any prior notice or justification to the Client. Under no circumstances shall XS be liable for any consequences of any alteration, amendment, suspension, cancelation, or termination of the Promotion.

5.2. 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.

5.3. XS will 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.

5.4. 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.

5.5. By participating in the Promotion, Clients consent to their personal data being collected, processed, and used by XS for marketing and purposes.

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

5.7. XS will not be liable for any loss, costs, expense, or damage suffered in connection with this Promotion.

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5.8. Clients may opt out from the Bonus whenever they wish. Clients should send their request at the following email address: support@xs.com and the relevant department will process the request and inform the Client accordingly.

5.9. If any dispute and/or misrepresentation is made in relation to these Terms, such dispute and/or misrepresentation shall be resolved by XS, acting in good faith and as it shall in its sole and absolute discretion, be deemed fit and proper. XS's decision shall be final and binding.

5.10. The official language in which these Terms were drafted in, is the English language and XS will not be bound by any variation which may derive from the translation or either part or of the whole Terms. Any information provided in any language will not have legal effect, nor XS will have any responsibility or liability regarding the correctness of such information.

For any questions regarding the Promotion, please contact us at support@xs.com.

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