



# Affiliate (CPA) **PROGRAM**

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February 2022

**TERMS AND CONDITIONS**

STAY FOCUSED, STAY DRIVEN

# TERMS AND CONDITIONS – AFFILIATE (CPA) PROGRAM

## INTRODUCTION

1. Gleneagle Securities Pty Ltd trading as FXTRADING.com is a registered Vanuatu company with Company Number 40256 (hereinafter the "Company" or "FXTRADING.com" or "We") and is regulated by the Vanuatu Financial Services Commission (VFSC).
2. The Terms and Conditions of the "Affiliate (CPA) Program" are an integral part of "FXTRADING.com Business Terms and Policies" and provisions set herein are considered as an annex of all "FXTRADING.com Business Terms and Policies".
3. Taking part in the "Affiliate (CPA) Program" constitutes acceptance of these Terms and Conditions and of the "FXTRADING.com Business Terms and Policies" set forth on FXTRADING.com Website.
4. FXTRADING.com reserves the right to alter, amend or terminate the "Affiliate (CPA) Program", or any aspect of it, at any time and without prior notice. Prior notice of such changes will be given to clients and FXTRADING.com will post any such changes on its website. It is recommended that participants in the "Affiliate (CPA) Program" consult these Terms and Conditions on the FXTRADING.com website regularly. Please note that taking part in the "Affiliate (CPA) Program" constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.
5. The "Affiliate (CPA) Program" Terms shall be governed by and construed in accordance with the Laws of Vanuatu.
6. FXTRADING.com reserves the right, at its reasonable discretion, to discontinue the offering of this "Affiliate (CPA) Program" to any of its clients, without having to explain the reasons. Such clients will be informed via email.
7. If any of "Affiliate (CPA) Program" Terms were to be translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency.
8. This "Affiliate (CPA) Program" sets out the Terms and Conditions upon which the Company may provide the Affiliate (CPA) functionality to the Referrer whereby the Referrer will have the ability to invite their friends("Referees")to the Company and generate CPA Reward based on the traffic brought to the Company.

9. All the Terms and Conditions and all provisions set out in this “[Affiliate \(CPA\) Program](#)” , governing the business relationship of the Referrer and the Referee with the Company shall remain in full force and effect.

## DEFINITIONS OF TERMS

10. Capitalized terms used in this Terms and Conditions, not otherwise defined herein, shall have the meanings set forth and given to them in the Company's Terms and Conditions. Any defined terms herein shall complement the terms defined in the Company's Terms and Conditions.

“Referrer”- Means the person, who has a business relationship with the Company and who meets the eligibility requirements to participate in the “[Affiliate \(CPA\) Program](#)” through which he/she is able to invite friend(“Referees”) to the Company, via the Affiliate (CPA) functionality.

“Referee”- Means the person/ friend whom the Referrer invited to the Company through the “[Affiliate \(CPA\) Program](#)” and who meets all the eligibility requirements set in this Agreement.

“Reward”- Means a predefined amount of money generated in accordance with the Company's Affiliate (CPA) functionality.

## CONDITIONS OF ELIGIBILITY

11. Subject to, and without prejudice to, all other “[FXTRADING.com Business Terms and Policies](#)”, the offer is only available to FXTRADING.com clients who have satisfied the eligibility criteria for the offer (“[Eligible Clients](#)” or “[Referrer](#)” or “[You](#)”) as set out in the sections following hereinafter.
12. The “[Affiliate \(CPA\) Program](#)” may be offered by FXTRADING.com from time to time to clients who submit the online application form of this Program to FXTRADING.com.
13. FXTRADING.com, at its reasonable discretion, offers the “[Affiliate \(CPA\) Program](#)” to any Eligible Client(s) and/or any countries/regions as it deems appropriate and for as long as FXTRADING.com deems to provide it.
14. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the “[Affiliate \(CPA\) Program](#)”. Without limiting the foregoing, participation in the “[Affiliate \(CPA\) Program](#)” is not allowed for persons

under the age of 18 or otherwise under legal age in their country of residence ("Minors"). If you are a minor, you may not participate in the "Affiliate (CPA) Program".

15. Please note that it may take up to 24 working hours to receive the opt-in confirmation letter to the email of an Eligible Clients ("Referrers") who meets all of the criteria set forth herein.
16. Eligible Clients ("Referrers") can apply for the Program by completing the online application form on FXTRADING.com official website.
17. No trading account of a client will be credited with the offer if that client is already subject to another promotion.
18. The Eligible Clients ("Referrers") shall, under no circumstances, be considered as an Agent/Representative of the Company.

## THE OFFER

19. Eligible Clients ("Referrers") shall invite his/her friends (the "Referees") to the Company via a dedicated Tracking URL link provided by the Company's Affiliate (CPA) functionality. For each "Qualified Referee", the Referrer will be paid a predefined amount of Rewards on a Cost per Acquisition (CPA) basis.
20. For an Introduced Client to be approved as a "Qualified Referee"
  - a. The individual:
    1. who registers to open a Standard live account with the FXTRADING.com, via the dedicate Tracking URL link provided by the Referrer;
    2. Should not be already registered as Client of FXTRADING.com under a different name or through a different identity.
    3. Make a minimum net deposit of at least USD \$500.00 into his/her Account ;
    4. Has traded at least 3 "Standard" round lots in forex instruments or equivalent number of "standard" round lots.
  - b. The Referrers and his/her Related Parties are not eligible for "Qualified Referee" status. Referrers will not be entitled to payment of any reward bonus from himself/herself and his/her Related Parties.
  - c. Existing FXTRADING.com account holders are not eligible for "Qualified Referee" status.

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**Address:** Level 27, 25 Bligh Street, Sydney NSW 2000, Australia

21. The following table represents the amount of **CPA Reward** will received by the **Eligible Clients** (“Referrers”) for “**Qualified Referee**” who have completed the required number of net deposit and trading volume in accordingly.

**CPA Reward Tiers Table**

Tiers	Required Net Deposit (USD)	Required Trading Volume (Standard lot)	CPA Reward (USD)
Tier 1	\$500-\$1,000	3	\$200
Tier 2	\$1001-\$2,500	4	\$400
Tier 3	\$2501-\$5,000	5	\$550
Tier 4	\$5001-\$10,000	6	\$650
Tier 5	\$10,001 and Above	7	\$850

## FURTHER CONDITIONS

22. The value of the CPA Reward depends on the number of the total full conditions met “**Qualified Referee**” by Referrers during the promotional period.
23. Rewarded CPA Reward is withdraw-able. All profits earned through CPA Reward trading is withdraw-able.
24. There is no limit on number of Referees introduced by Referrer.
25. Referrers are not allowed to invite existing FXTRADING.com account holders to the Program.
26. Referrers are not allowed to refer the same person, as Referee, more than once.
27. Referees will have no entitlement to join other promotion runs by FXTRADING.com.
28. Fraudulent or incorrectly completed applications will not be accepted.
29. To the extent permitted by law, FXTRADING.com provide no warranty and make no representations that our Website or Tracking URLs are accessible or free of errors, viruses, or security threats.
30. The offer under this Program is neither transferable nor exchangeable.

31. FXTRADING.com will not be responsible for any lost, late, incomplete, illegible, or misdirected entries.
32. Trades with hedging strategies will be considered as invalid trades.
33. Trades with less than five (5) minutes holding period will considered as invalid trades.
34. “1 standard lot” means a round-turn trade of 1 standard lot on Forex products and bullion provided by FXTRADING.com. One foreign exchange standard lot is \$100,000 of base currency. 10 round-turn lots traded on WTI and Brent CFDs are equivalent to 1 standard lot. Please see the table below which shows how many contracts of a relevant market must be traded to be count as 1 standard lot throughout the promotional period.

Products	Lots equal to 1 standard lot
Forex currency pair	1
Gold	1
Silver	1
BRENT	10
WTI	10
COFFEEA	10
COFFEER	10
COTTON	10
CORN	10
GASOIL	10
OJUSD	10
SOYBEAN	10
SUGARRAW	10
SUGARWHITE	10
UKCOCOA	10
USCOCOA	10
XCUUSD	10
AUS200	20
DE30	10

Products	Lots equal to 1 standard lot
F40	10
JP225	1,000
UK100	10
STOXX50	10
US30	10
US500	10
USTEC	10
CN50	10
HK50	100
AEX25	10
CANADA60	10
HSHARES	100
NORWAY25	20
SAFRICA40	200
SPAIN35	10



35. FXTRADING.com reserves the right, at its reasonable discretion:
  - a. to decline registration of any participant in the “[Affiliate \(CPA\) Program](#)”; and
  - b. disqualify any participant in the “[Affiliate \(CPA\) Program](#)” who tampers or attempts to tamper with the operation of the “[Affiliate \(CPA\) Program](#)” or breaches these terms and/ or any of the “[FXTRADING.com Business Terms and Policies](#)” set forth on FXTRADING.com website.
36. FXTRADING.com reserves the right, at its reasonable discretion, to discontinue the offering of this “[Affiliate \(CPA\) Program](#)” to any of its clients, without having to explain the reasons. Such clients will be informed via email.
37. Referrers may opt-out from the “[Affiliate \(CPA\) Program](#)” whenever they wish by emailing [promotion@fxtrading.com](mailto:promotion@fxtrading.com), and the relevant department will process their request and inform them accordingly.

## REWARD AND PAYMENT

38. All [CPA Reward](#) are generated in [United States Dollars](#) (USD).
39. CPA Reward will be calculated based on Client activity linked to Referrers’ Affiliate ID, which we identify via the Referrers’ dedicated Tracking URL link provided by the Company’s Affiliate (CPA) functionality.
40. We accept no responsibility for a failure by [Eligible Clients](#) (“[Referrers](#)”) , or any Client, to effectively link in connection with this “[Affiliate \(CPA\) Program](#)” (e.g. through a failure to use the correct Tracking URL during registration).
41. We reserve the right to verify any “[Qualified Referee](#)” referred by Referrers prior to honouring any Fee entitlement.
42. The [CPA Reward](#) will be paid directly into [Eligible Clients](#) (“[Referrers](#)”) live account subject to the conditions of the Program being met, and the generated Reward is not the result of Fraud Traffic and/or of any trading activity that is in violation of this Agreement or of the “[FXTRADING.com Business Terms and Policies](#)” . By withdrawal of the [CPA Reward](#), Referrers acknowledge that:
  - a. wire fees or other payment charges associated with any withdrawal will be deducted from Referrers’ reward; and
  - b. exchange rates for international wire transfers will be set by the receiving bank. FXTRADING.com has no control over these rates.

43. We may perform additional due diligence and compliance checks prior to withdrawal approval from time to time.
44. The [CPA Reward](#) entitlements for [Referrer](#) in respect of a particular referee, expire at the last calendar day of following month from the date that the referee registered to our Website. In another words, Referrer will have no entitle to receive any reward regardless whether the “[Qualified Referee](#)” meet the requirement subject to section21 after the expire date.
45. The [CPA Reward](#) entitlements will be paid to [Eligible Clients](#) (“[Referrers](#)”) GST inclusive, where applicable. Referrers are responsible for paying all duties (include but not limited to stamp duty, any government charges and financial institution account fee, if applicable) payable and and complying with the applicable tax laws in relation to “[Affiliate \(CPA\) Program](#)”.
46. Eligible Clients (“[Referrers](#)”) will not be entitled to any [CPA Reward](#):
  - a. in respect of any Referee after the end of day of following month from the date that the Referee registered to our Website.
  - b. in respect of any Referee. We reserve the right, in our sole discretion, to change, modify, add or remove the criteria for Reward entitlements under the “[Affiliate \(CPA\) Program](#)”, including without limitation, setting any baseline, threshold, minimum deposits/earnings and any other qualification requirements, at any time by providing you with written notice.
  - c. if any client fails to use the correct Tracking URL.
  - d. in the event of fraudulent or illegal activity on any account linked to Referrers’ Affiliate ID;
47. If Referrers does not agree with the Reward entitlement for a particular month, he/she must notify us in writing of the disputed amount and the reason for their dispute within 30 days of the end of the month for which the [CPA Reward](#) payment was made. Referrers failure to provide notification of a dispute within this time frame will be deemed a waiver of Referrers’ right to dispute the report or payment and Referrers shall have no further claims in relation to the matter.

## REFERRAL ACTIVITY

48. Eligible Clients (“Referrers”) must always comply with anti-spam guidelines when sending electronic communications with a dedicated Tracking URL link to Referee. Each electronic message sent in connection with the “Affiliate (CPA) Program” must contain the following information:
  - a. clear and accurate identification of the individual or organization who sent the message.
  - b. accurate information about how the recipient can contact the sender; and
  - c. a clear and conspicuous method of opting-out (unsubscribing) from receipt of any further messages.
  
49. Referrers must not market to potential Traders:
  - a. on any site where we promote our Website.
  - b. on any internet search engine on which we promote our Website.
  - c. in any other manner which results in you competing with us in relation to the promotion of your sites including but not limited to the promotion of your site(s) through other Affiliates; and
  - d. any other online software, application or other platform enabling online trading similar to and/or competitive with us.
  - e. Using Paid search ads that target keywords like “FXTrading.com” or any variation of that.
  - f. In the event that you breach these provisions we reserve the right to terminate your membership of the Program and void any Fee entitlements due to you

## TERMINATION

50. Either party can terminate these Terms by providing the other party with at least 7 days’ written notice.
51. We may terminate these Terms immediately at any time, by providing Referrers with written notice if Referrers:

- a. breach any of these Terms; and the breach cannot be remedied; or the breach can be remedied but Referrers fail or refuse to do so within 7 days that the breach has been informed by us.
  - b. become bankrupt, insolvent or fall under the appointment of a liquidator or receiver; or
  - c. act in a way which, in our opinion, brings our brand into disrepute; or
  - d. if we decide that is appropriate without giving any reason for our decision.
52. Referrers acknowledge and agree that if we terminate these Terms under section 49, Referrers' entitlement to any accrued but unpaid Reward will be voided and those Fees will not be paid to you.

## LIABILITY

53. We, our subsidiaries, officers, directors, employees, and suppliers are not responsible or liable to you for:
- a. any Loss or Claim arising because of any failure of any software, hardware, communication technology or other system.
  - b. any Loss or Claim relating to the provision of data made available by us.
54. We won't be liable to Referrers
- a. any Loss or Claim relating to Referrers use of, or reliance upon any data provided to Referrers via the Affiliate function of Client Portal.
  - b. the actions or inaction of third parties (including those which may be negligent or unauthorized) relating to the "Affiliate (CPA) Program" or the Affiliate function of Client Portal.
  - c. any Loss or Claim arising from a failure by us to comply with these Terms for any cause which couldn't be reasonably controlled or prevented by us; or
  - d. any Loss or Claim arising from a failure by you to comply with tax laws in relation to your Reward entitlements.

55. Subject to section 54, Referrers indemnify us, our subsidiaries, directors, officers, employees, and suppliers (Indemnified Parties) against any Loss or Claim suffered or incurred by any of them arising from:
  - a. a breach by Referrers of these Terms.
  - b. any unlawful, fraudulent, negligent, or wilful act or omission carried out by Referrers as a member of the Affiliate Program.
56. If an Indemnified Party caused or contributed to any Loss or Claim, then your liability under this section will be limited to the amount of the Loss or Claim which is directly attributable to your conduct.

## DISPUTES

57. A party to these Terms may not start legal proceedings in relation to a dispute arising out of these Terms unless it first complies with this section.
58. If a dispute arises in relation to these Terms or the “[Affiliate \(CPA\) Program](#)”:
  - a. the party raising the dispute must notify the other party in writing; and
  - b. each party must use its best efforts to resolve the dispute.
59. If the parties are unable to resolve the dispute within 30 days of notification, either party may terminate the dispute resolution process by notice in writing to the other party.

## GENERAL

60. These Terms and the documents incorporated by reference, including your application of “[Affiliate \(CPA\) Program](#)” contain the whole agreement between us and you in relation to the Affiliate Program. Any representations or warranties made by our staff before your application of the “[Affiliate \(CPA\) Program](#)” was approved are not effective unless expressly set out in these Terms. Any waiver of our rights or powers under these Terms may only be given in writing signed by our authorised officer.
61. If any part or provision of these Terms are void, unenforceable or illegal in a jurisdiction, that part or provision does not apply in that jurisdiction. However, the remainder of the Terms continue to operate in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your membership of the Affiliate Program at our option.

## DATE

62. These Terms and Conditions are current as of dated 1st February 2022.
- a. If an event under the agreement must occur on a stipulated day does not land a business day then the stipulated day will be taken to be the next business day.
  - b. Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the agreement.



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