# PRIME XBT

TERMS AND CONDITIONS REFER A FRIEND BONUS PROGRAM This document is not intended for residents of the European Economic Area or the United Kingdom. Certain products, services, or promotions may be restricted or unavailable in specific jurisdictions.

### **PrimeXBT Terms and Conditions - Refer a Friend Bonus Program**

#### Introduction

**1.1.** PrimeXBT (PTY) LTD is an authorized financial services provider in South Africa with license number 45697, with registration no. 2013 / 099697 / 07 and having its registered address at 180 Lancaster Road, Gordons Bay, Gordons Bay, Western Cape, 7140 (hereinafter referred to as the "Company", "PrimeXBT," "we," "us," "our," as appropriate). PrimeXBT (PTY) LTD acts as an intermediary between the investor and the market maker which is the counterparty to the products purchased through PrimeXBT.

**1.2.** The Company is not the market maker or product issuer and acts solely as an intermediary in terms of the FAIS Act between the Client and the liquidity provider, rendering only an intermediary service (i.e., no market making is conducted by the Company) in relation to the products offered. Therefore, the Company does not act as the principal or the counterparty in any of its transactions.

**1.3.** The following Refer a Friend Program Terms and Conditions (hereinafter the "**Referral Program Terms**") apply to all clients (hereinafter referred to as the "**Client(s)**," "**you**," "**your**", as appropriate) of the Company.

**1.4.** PrimeXBT provides its Clients with the opportunity to earn referral rewards through a multi-level referral program. Under this program, Clients may receive a percentage of trading fees generated by their referrals, structured across four (4) levels of referral relationships, as described in Clause 3 below.

**1.4.** The Client's participation in the Referral Program shall constitute his/her full and unequivocal acceptance of these terms, the PrimeXBT Terms & Conditions (referred to as the "**Agreement**") that govern the relationship between the Company and all of its Clients, and all relevant Policies (collectively referred to herein as the "**Terms**"), the latest versions of which are available at all times on the PrimeXBT Website (<u>https://primexbt.co.za/</u>), as may be amended from time to time.

**1.5.** The Referral Program Terms serve as a supplement to the Company's Agreement. Any and all terms and conditions included herein are effective and are to be read in conjunction with the Company's Agreement and any other policies available on the Company's Website. Any and all terms and conditions governing, inter alia, the offer, execution, conditions, prohibitions, termination, warranties, rights and restrictions for any products and services included in the Agreement, shall apply without any limitation to the Referral Program Terms. In the event of any discrepancy between the Referral Program Terms and the Agreement, the terms of the Agreement shall prevail.

**1.6.** The Referral Program and all PrimeXBT products and services are not available to any person who resides in a restricted jurisdiction or to a US Reportable person as defined in the Company's Agreement. Please visit the Restricted Jurisdictions section on our website for more information.

**1.7.** The Client acknowledges and agrees that the availability of certain products, platforms, bonuses,

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competitions, contests, promotions, campaigns and services may be restricted or unavailable in certain jurisdictions, subject to the Company's sole discretion.

**Risk Warning:** Leveraged trading in foreign currency contracts or other off-exchange products on margin carries a high level of risk and may not be suitable for everyone. We advise you to carefully consider whether trading is appropriate for you in light of your personal circumstances. You may lose more than you invest. Information in this document is general in nature. We recommend that you seek independent financial advice and ensure you fully understand the risks involved before trading. Trading through an online platform carries additional risks.

#### 2. Eligibility

**2.1.** To be eligible to participate in the Referral Program, you must:

- Be an existing and approved PrimeXBT Client in accordance with the Company's Terms and Conditions (Agreement) that can be found in the Company's official website.
- Be a natural person with full legal capacity and over eighteen (18) years of age;
- Have access to the unique referral link (hereinafter the "**Referral Link**") that can be obtained in the referral section on the PrimeXBT platform (hereinafter the "**Platform**") (<u>https://primexbt.com/my/referral</u>).

**2.2.** In case the above conditions are satisfied, the Client is eligible to participate in the Referral Program and start referring people to the Company's Platform (hereinafter the "**Referrer**").

#### 3. Reward Conditions

**3.1.** The Referral Program rewards Clients based on a multi-level structure, as follows:

- Direct referrals (Level 1): 20% of trading fees
- Level 2 referrals: 15% of trading fees
- Level 3 referrals: 10% of trading fees
- Level 4 referrals: 5% of trading fees

**3.2.** There are no minimum deposit, trade count, or trading volume requirements for this reward structure.

**3.3.** Clients' rewards will be calculated and paid out in the same currency as the trading account that generated the commission. For South African clients, referral fees will only be paid on trading volumes from USD accounts

#### 4. Referral Program Details

**4.1.** Clients must refer new users to PrimeXBT using the unique referral link provided on the platform.

**4.2.** Earnings are calculated based on the trading fees paid by referred users across four levels, expanding potential rewards beyond direct referrals.

**4.3.** The Reward is credited to the wallet as withdrawable funds and may be used for trading purposes.

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Moreover, any profits generated from trading with the Reward are eligible for withdrawal; upon the withdrawal of such profits, the Reward will be canceled.

**4.4.** This Referral Program is ongoing, and PrimeXBT reserves the right to amend or terminate the program at its sole discretion.

#### 5. Legal Information

**5.1.** The Clients hereby acknowledge and agree that PrimeXBT shall not be liable for any claims, costs, expenses, losses, damages, tax liability, or any other harm suffered by any Client, or person as a result of engaging with the Referral Program. This might include, inter alia, any trading losses or loss of profit incurred during participation in the Referral Program, usage of Reward credit, or any error, technical malfunction, or breakdown in the PrimeXBT Website, Trading Platform, or any related computer system, mobile application, downloadable software, or equipment, including that of the Client.

**5.2.** Any fraudulent activities or abuse of the Referral Program will lead to disqualification and potential account suspension.

**5.3.** If PrimeXBT identifies that an individual is not eligible to participate in the Referral Program and receive Rewards, PrimeXBT may then at its discretion invalidate any granted Referral Links or reverse and withdraw any Rewards credited. No individual shall be entitled to any payment or compensation from PrimeXBT should any Reward or corresponding profit be forfeited, canceled or reclaimed.

**5.4.** The decision of PrimeXBT on all matters relating to the Referral Program and Rewards shall be final and binding on all participants. PrimeXBT reserves the absolute right to cancel, amend, revoke, or withdraw the Referral Program and/or withdraw, amend, cancel, revoke any credited Reward(s) and/or profits accumulated from such Reward(s) to any Referrer at any time and without the obligation to provide any reasons or explanations.

**5.5.** PrimeXBT reserves the right, at its sole discretion, to remove any individual, Referee, or Referrer from the Referral Program. In addition, the Company reserves the right at its absolute discretion not to pay, cancel or withhold any Reward.

**5.6.** PrimeXBT reserves the absolute right upon its discretion to deny participation in the Referral Program or terminate a Client's participation in the Referral Program.

**5.7.** By participating in the Referral Program and submitting their details and information, Clients hereby grant PrimeXBT explicit consent to use, store and share such information for marketing and promotional purposes of PrimeXBT, its affiliates, partners, and/or sponsors. This may include, but is not limited to, the dissemination of marketing materials, promotional offers, and other communications related to PrimeXBT's services and products. For more information please visit PrimeXBT's Privacy Policy included in its official website.

**5.8.** Any dispute not covered by the relevant Referral Program Terms will be resolved by PrimeXBT in a manner it deems to be the fairest to all concerned, and that decision shall be final and binding on all parties.

**5.9.** If any term of the Referral Program Terms is found to be illegal, invalid, or unenforceable under any applicable law, such term shall be severable from the remaining terms, and the remainder of the Referral Program Terms shall remain valid and binding as if the severed term had never been included.

5.10. If these Referral Program Terms are translated into a language other than English, then the

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English version of the Referral Program Terms shall prevail wherever any inconsistency arises.