

## **Fxcess Bonus - Terms and Conditions**

1. Fxcess (hereafter "Fxcess") promotes its Sharing Bonus, Power Bonus and Credit Bonus Offers (the "Offers" or "Bonus") to its Clients, subject to the terms and conditions contained in the present document.
2. By opening a trading account and applying for these Offers, the Client acknowledges that he has read and agreed to be bound by these terms and conditions and the Fxcess Trading Terms and Conditions which are available on this website.
3. These Offers are available from 01 January 2023 (00:00 GMT+2) for an indefinite period of time. These Bonus Offers supersede all previous Bonus promotions and no further Bonus will be provided on any previous promotions. These Offers only apply for Clients who opened an account<sup>1</sup> through [www.fxcess.com](http://www.fxcess.com) (excluding Clients who reside in Japan and Indonesia). Fxcess reserves the right, at its discretion, to offer the Bonus to any clients and/or country/regions as it deems necessary.
4. Fxcess reserves the right to terminate the Offer referred to within these Terms and Conditions at any given time during which the Offer is in effect.
5. In order to be eligible for these Offers, the Client must satisfy each of the following requirements:
  - 5.1. the Client must act in good faith in applying for these Offers
  - 5.2. the Client must have authorised any application to Fxcess for these Offers
  - 5.3. the Client must provide true and accurate details and information in connection with these Offers, including without limitation the Client's telephone contact details
  - 5.4. the Client must use an Fxcess Classic Account<sup>2</sup>
  - 5.5. the Client must not be an employee or partner of Fxcess
  - 5.6. the Client must never have participated in Abusive Behaviour (as defined in paragraph 6 below) in relation to any other offer or promotion made by Fxcess
  - 5.7. the Client must not be associated with any person who has participated in Abusive Behaviour (as defined in paragraph 6 below) in relation to any other offer or promotion made by Fxcess.
6. These Offers, and the retention of the Offers by the Client, is conditional on the Client complying with the Fxcess Trading Terms and Conditions and on the Client meeting the following conditions at all times:
  - 6.1 the Client acts in good faith in relation to these Offers
  - 6.2 the Client does not participate in any abuse, improper conduct, or attempted abuse or improper conduct in relation to these Offers or, in either case, any previous abuse or improper conduct in relation to a previous similar Offer or promotion by the Client (together, "Abusive Behaviour").

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<sup>1</sup> Client must open an account to receive Power or Sharing Bonus

<sup>2</sup> If Client opens an ECN Account, an additional Classic account will automatically be opened to receive the Bonus

- 6.3 Abusive Behaviour includes the following:
- 6.3.1 giving instructions on behalf of a Client without due or proper authority;
  - 6.3.2 repeatedly failing to respond to an email for a period of 15 days or more;
  - 6.3.3 the Client, by himself or acting with others (including an Introducing Broker), constructing a trading position or positions which have the purpose or effect of extracting the credit provided, and/or the profits generated by the Bonus, without exposure to economic risk, including without limitation loss of the Bonus or the Client's capital (or the capital of others);
  - 6.3.4 the Client, by himself or acting with others, having an account or accounts where the accumulated Bonus or bonuses from other offers or promotions in the account is greater than the amount which could have been accumulated if the Client and such others had complied with the terms and conditions of these Offers and such other offers or promotions based on the specific offer(s) or promotion(s) in which the Client has participated or is participating;
  - 6.3.5 the Client hedging his positions including, without limitation, by holding open position(s) on the opposite of a trade, including, by way of illustration only, through use of a single or correlated currencies, at given periods, internally (using other trading accounts held with Fxcess) or externally (using other trading accounts held with other brokers);
7. No trading account of a Client will be credited with the Bonus if that account is already subject to another promotion. If the Client's trading account is already subject to another promotion, the Client may open a separate account for the purpose of receiving the Bonus. The Client acknowledges that in the case of an internal transfer<sup>3</sup> from an account already subject to another promotion (excluding the case mentioned in paragraph 10) any Bonus or Additional Bonus already granted to this existing account will be automatically subtracted and removed in order for the Client to be eligible to receive the Bonus into his new account.
8. Clients that have their accounts funded through their Introducing Brokers are not eligible to receive the Bonus. In addition, Introducer Brokers will not be eligible to receive commissions for trading on Bonus funds.
9. Once all of the requirements set out in these terms and conditions have been met, the Bonus will be credited into an eligible Client's account, as a notional sum. The Bonus will not be recorded or construed as a liability of Fxcess towards the Client and may be unilaterally, retroactively and unconditionally withheld, subtracted, cancelled or removed from a Client's accounts, at any time and at the sole discretion of Fxcess in accordance with the terms set out in paragraph 14 below.
10. The Bonus may also be removed in full by Fxcess following a Client's withdrawal request or request to transfer funds between accounts at Fxcess (whenever that request is made) and immediately prior to the fulfilment (if fulfilment is possible) of the request. In addition, and if requested by the Client during trading, the remaining Bonus may only be removed provided that all of the Client's positions are closed.
11. Following receipt of the Bonus, if the Client requests a withdrawal of funds from his account or requests a transfer of funds from one Fxcess account to another Fxcess account, may:
- 11.1. (where the Client has not received the Additional Bonus) prior to the fulfilment of such

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<sup>3</sup> The Credit Bonus is not eligible for internal and third party transfers

request, at its sole discretion, to remove from the Client's account a sum which equals the Bonus previously granted. If there are insufficient funds in the Client's account to enable the removal of a sum equaling the Bonus, Fxcess shall be entitled to remove all sums in the account; or

- 11.2. (where the Client has received the Additional Bonus) prior to the fulfilment of such request, at its complete sole discretion, to remove from the Client's account a sum which equals the Additional Bonus. If there are insufficient funds in the Client's account to enable the removal of a sum equaling the Additional Bonus, Fxcess shall be entitled to remove all sums in the account.
12. If Fxcess proceeds with the withdrawal of the Bonus or Additional Bonus from the Clients' account(s) in accordance with paragraph 10 above, such action shall not give rise to any cause of action, liability or remedy against Fxcess.
13. The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading in such products, the Client understands that it is possible to lose all of his capital. These products may not be suitable for everyone and the Client should ensure that he understands the risks involved. The Client should seek independent advice if necessary.
14. Participating in these Offers will not entitle the Client to participate in any other promotion or programme offered by Fxcess. The Client is only entitled to receive the Bonus once per trading account.
15. These Offers are independent and, save as set out in paragraph 5 above, do not affect any promotions previously offered by Fxcess. Clients should contact their account managers if they have any questions (or wish to make requests) in relation to these Offers or previous promotions.
16. If FXCess in good faith has reason to believe that a Client (whether individually or as part of a group) has failed to comply with the conditions set out in paragraph 6 above, FXCess is entitled at its sole discretion, to:- (i) deny, withhold or withdraw from that Client the Sharing Bonus (and the Additional Bonus if applicable), (ii) to withhold, cancel and subtract, from that Client's account(s) and/or from any other account(s) related to such Client account(s) the Sharing Bonus, (iii) to offset any resulting losses against related/hedged winning accounts, (iv) to terminate that Client's access to services provided by FXCess and/or terminate the contract between FXCess and the Client for the provision of services, (v) to block that Client's Account(s) (save where required otherwise by a relevant authority) and to arrange for the transfer of any unused balance (less the Sharing Bonus and any Additional Bonus if applicable) to the Client and (vi) to cancel any profits, as well as any Introducing Broker's fees, generated from Abusive Behaviour. In addition, if FXCess suspects or has reason to believe that a Client (whether individually or as part of a group) has abused the mirror bonus either by taking advantage of the negative balance or the bonus cap or by any other means that FXCess reasonably believes it amounts to abusive behavior and the Client has failed to comply with the conditions set out in paragraph 6 above, FXCess is entitled at its sole discretion to reverse any cumulative profits, IB commissions or any other benefits derived as a result either from the paired mirror accounts or from any other related mirror accounts, as well as charging an administration fee for performing such actions.
17. Fxcess has the right to levy an administration charge on the Client up to the value of the Bonus to cover any costs incurred by Fxcess in respect of validating or investigating information provided by the Client to Fxcess or contacting the Client.
18. Fxcess may ask the Client to provide sufficient documentation as the Company thinks fit and necessary in order to be satisfied as to the Client's identity before granting any bonus.

*Below, please see the specific terms applicable to each Bonus type:*

### **Power Bonus**

19. Subject to Fxcess' Terms of Business and the present Bonus Terms and Conditions (each Client other than a Client excluded in accordance with paragraph 3 above or who does not satisfy the conditions in paragraph 6 above) (an "eligible client") will be entitled to receive a 40% bonus (the "Power Bonus") on any deposits up to a maximum of US\$4,000 (or the equivalent amount in other currencies) **per trading account**. THE POWER BONUS CANNOT BE CASHED IN and Clients will not be allowed to withdraw from their account(s) the Power Bonus (see paragraph 10 for further details).
20. The Power Bonus is not available during initial registration and only applies to any additional eligible accounts opened.
21. The Power Bonus applies only to deposits made by Clients during the period set out in paragraph 4 above and is automatically credited to the Client's eligible account. The Power Bonus is only available to Clients who deposit US\$500 (or the equivalent amount in other currencies) or more into their trading accounts.
22. Please see below examples of how withdrawal requests will be processed:

#### ***Example A***

Initial Deposit: US\$ 10,000

Bonus: (Initial Deposit \* 40%) with maximum limit at US\$ 4,000 (US\$ 10,000 \* 40%) = US\$ 4,000

Starting Equity = (Deposit + Bonus) = (US\$ 10,000 + US\$ 4,000) = US\$ 14,000

Profits = US\$ 6,000

Balance = US\$ 20,000

Eligible withdrawal amount: (Balance – Bonus) = US\$ 20,000 – US\$ 4,000 = US\$ 16,000

#### ***Example B***

Initial Deposit: US\$ 10,000

Bonus: (Initial Deposit \* 40%) with maximum limit at US\$ 4,000 (US\$ 10,000 \* 40%) = US\$ 4,000

Starting Equity = (Deposit + Bonus) = (US\$ 10,000 + US\$ 4,000) = US\$ 14,000

Profits = US\$ -7,000

Balance = US\$ 7,000

Eligible withdrawal amount:  $\frac{(\text{Deposit} * \text{Balance})}{\text{Starting Equity}} = \frac{(10000 * 7000)}{14000} = \text{US\$ } 5,000$

### **Sharing Bonus**

23. Subject to Fxcess' Terms of Business and the present Bonus Terms and Conditions (each Client other than a Client excluded in accordance with paragraph 5 above or who does not satisfy the conditions in paragraph 6 above) (an "eligible client") will be entitled to receive a 100% bonus (the "Sharing Bonus") on any deposits per Client<sup>4</sup>. The Client will be entitled to an additional 100% bonus (the "Additional Bonus") on any of his next deposits. THE SHARING BONUS CANNOT BE CASHED IN and Clients will not be allowed to withdraw from their account(s) the Sharing Bonus (see paragraph 10 for further details).
24. The Sharing Bonus is available during initial registration and when any additional eligible accounts opened.

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<sup>4</sup> New clients who register an account for the first time with the Sharing Bonus (with the exception of residents of Japan) must make a minimum first-time deposit of US\$200 (or the equivalent amount in other currencies)

25. The Sharing Bonus applies only to deposits made by Clients during the period set out in paragraph 3 above, and is automatically credited to the Client's eligible account. The Sharing Bonus is only available to Clients who deposit US\$200 (or the equivalent amount in other currencies) or more into their trading accounts.
26. Please see below examples of how withdrawal requests will be processed:

***Example A***

Initial Deposit: US\$10,000  
Bonus:  $(\text{Initial Deposit} * \text{Bonus}) = (\text{US\$10,000} * 100\%) = \$10,000$   
Starting Equity: US\$20,000  
Profit: US\$10,000  
Balance (after trading): US\$30,000 (Profit + Starting Equity)  
Eligible Withdrawal Amount:  $\text{Balance}/2 = 30,000/2 = 15,000$

***Example B***

Initial Deposit: US\$10,000  
Bonus:  $(\text{Initial Deposit} * \text{Bonus}) = (\text{US\$10,000} * 100\%) = \$10,000$   
Starting Equity: US\$20,000  
Loss: US\$10,000  
Balance (after trading): US\$10,000 (Starting Equity - Loss)  
Eligible Withdrawal Amount:  $\text{Balance}/2 = 10,000/2 = 5,000$

***Example C***

Initial Deposit: US\$10,000  
Bonus:  $(\text{Initial Deposit} * \text{Bonus}) = (\text{US\$10,000} * 100\%) = \$10,000$   
Starting Equity: US\$20,000  
Profit: US\$40,000  
Balance (after trading): US\$60,000 (Profit + Starting Equity)  
Eligible Withdrawal Amount:  $\text{Balance}/2 = 60,000/2 = 30,000$

**Credit Bonus**

27. Subject to Fxcess' Terms of Business and the present Bonus Terms and Conditions each Client (other than a Client excluded in accordance with paragraph 5 above or who does not satisfy the conditions in paragraph 6 above) (an "eligible client") will be entitled to receive a 60% bonus on the initial US\$1,000 deposit and a further 40% bonus (the "Credit Bonus") on any further deposits up to a total maximum of US\$5,000 (or the equivalent amount in other currencies) **per trading account**. It is further noted that when the margin level of the account reaches the stop-out level the Credit Bonus will be fully reset affecting the rest of the positions ie.to reach stop out. The Client will be entitled to an additional bonus (the "Additional Bonus") of up to US\$5,000 (or the equivalent amount in other currencies) based on his profitability. Clients who have received the maximum limitation of bonus and have realized profits, would not be eligible to additional bonus on that account. THE CREDIT BONUS CANNOT BE CASHED IN and Clients will not be allowed to withdraw from their account(s) the Credit Bonus (see paragraph 10 for further details).
28. The Credit Bonus applies only to deposits made by Clients during the period set out in paragraph 3 above and is credited to the Client's eligible account.
29. Please see below examples of how withdrawal requests will be processed:

***Example A***

Initial Deposit: US\$ 25,000  
Bonus:  $(\text{Initial Deposit} * 40\%) \text{ with maximum limit at US\$ 5,000 } (25,000 * 40\%) = \text{US\$ 5,000}$   
Starting Equity =  $(\text{Deposit} + \text{Bonus}) = (\text{US\$ 25,000} + \text{US\$ 5,000}) = \text{US\$ 30,000}$

Profit/Loss = US\$ 8,000

Equity = US\$ 38,000

Eligible withdrawal amount: (Equity – Bonus) = US\$ 38,000 – US\$ 5,000 = US\$ 33,000

***Client will not be eligible to receive the bonus again.***

#### **Example B**

Initial Deposit: US\$ 25,000

Bonus: (Initial Deposit \* 40%) with maximum limit at US\$ 5,000 (25,000\*40%) = US\$ 5,000

Starting Equity = (Deposit + Bonus) = (US\$ 25,000 + US\$ 5,000) = US\$ 30,000

Profit/Loss = US\$ - 8,000

Equity = US\$ 22,000

Eligible withdrawal amount: (Equity – Bonus) = US\$ 22,000 – US\$ 5,000 = US\$ 17,000

***Client will not be eligible to receive the bonus again upon a new deposit unless the bonus isn't lost (Balance = <US\$5).***

#### **Example C**

Initial Deposit: US\$ 25,000

Bonus: (Initial Deposit \* 40%) with maximum limit at US\$ 5,000 (25,000\*40%) = US\$ 5,000

Starting Equity = (Deposit + Bonus) = (US\$ 25,000 + US\$ 5,000) = US\$ 30,000

Profit/Loss = US\$ - 25,000

Equity = US\$ 5,000

Eligible withdrawal amount: (Equity – Bonus) = US\$ 5,000 – US\$ 5,000 = US\$ 0

***Client will be allowed to continue trading with the bonus.***

30. These Terms & Conditions are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between the original English text and its translation into any other language, as the case may be, the original version in English shall prevail.
31. Fxcess is a trade name of Notesco Limited (Notesco Limited is a company registered in Bermuda, with Registration No. 51491).
32. The terms and conditions of these Offers were last updated on 10<sup>th</sup> July 2023.

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