

# REFER A FRIEND TERMS & CONDITIONS

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Effective from 22.05.2019 until Further Notice

## CUSTOMER AGREEMENT

This is a legal contract between AVA Trade Limited, herein after known as ("AvaTrade", "us" or "we") its successors and assigns, and the party/parties (the "Customer", "client" or "you") executing this document.

This document sets out the respective rights and obligations of both parties in connection with the Refer a Friend programme ("RAF Programme") and both parties will accept and be bound by these terms on acceptance of the terms and conditions contained herein and on completion of the application form by Customer.

### 1. INTRODUCTION

- 1.1 These terms and conditions ("Terms") form the basis of participating in the AvaTrade RAF Programme.
- 1.2 By participating in the RAF Programme, you agree to be bound by these Terms.
- 1.3 AvaTrade reserves the right to vary or cancel any of these Terms at any time.
- 1.4 The RAF Programme is open during the period in which AvaTrade, in its sole discretion, continues to advise on its Website.
- 1.5 Capitalised terms used but not defined herein have the meaning given to them in the AvaTrade Risk Disclosure Statement, the General Terms and Conditions (the "AvaTrade Documents"), and any references to the AvaTrade Documents below shall be construed accordingly.

### 2. CONDITIONS OF ELIGIBILITY

- 2.1 The RAF Programme is available to customers who have satisfied the Eligibility Criteria for ("Eligible Customer").
- 2.2 The RAF Programme entitles an Eligible Client to refer an individual to AvaTrade as a New Client.
- 2.3 The Eligibility Criteria for the RAF Programme are:
  - (a) You must be a direct retail client of Avatrade with a real account. If you have any introduction or introduction-type arrangement or are an advertising affiliate/referrer/marketing partner ("Affiliate") with AvaTrade or any AvaTrade Group entity, any referrals thereunder will not qualify for the RAF Programme.

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(b) You must have an existing personal (not commercial) relationship with the person you would like to refer (“Your Friend”). Your Friend must be 18 years or older.

(c) You must only share the unique referral link for the RAF Programme provided in MyAva via Facebook Messenger, WhatsApp, Gmail and manually copy to Your Friends that you believe may be interested in AvaTrade’s products or services or would appreciate receiving the referral link.

(d) The referral link should not be published or distributed where there is no reasonable basis for believing that all or most of the recipients are personal friends. The referral link must not be published or distributed publicly.

(e) The RAF Programme is only available once for each New Client and does not include multiple accounts being opened by the same client. In the case of an eligible joint account that satisfies the Minimum Account Criteria, you will receive one reward.

(f) The RAF Programme is not available to clients in Germany, China, Hongkong, Macao, Taiwan, Malaysia, Thailand, Indonesia.

(g) The Eligible Client must not have a power of attorney or other authority to trade on the New Client’s Account.

## 3. REFERRAL LINK

- 3.1 The Eligible Client will receive an individual referral link that has a unique tag ID in MyAva when the RAF Programme application is completed successfully on MyAva.

## 4. REWARD CONDITIONS

- 4.1 Your Friend must be a New Client to AvaTrade (not having previously held an account with AvaTrade or any other entity in the AvaTrade group of companies). All accounts are opened subject to our standard account opening criteria, and as such not all applicants will be successful in their application.
- 4.2 To qualify for the RAF Programme, Your Friend is required to open a real AvaTrade Trading Account using the your referral link.
- 4.3 Your Friend must open a real trading account, make the minimum first-time deposit (“FTD”) or higher and open at least 10 trades per the Reward Table as follows:

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Reward Table		
Your Friend's First Time Deposit	Open at least 10 Trades	Your Reward (cash credit)
\$500 - \$2,000	Open at least 10 Trades	\$50
\$2,001 - \$5,000	Open at least 10 Trades	\$100
\$5,001 - \$10,000	Open at least 10 Trades	\$150
\$10,001 - \$20,000	Open at least 10 Trades	\$200
\$20,001 and more	Open at least 10 Trades	\$250

- 4.4 Once Your Friend meets all the above conditions, the reward will be automatically allocated to your account.
- 4.5 If any restrictions apply to your account or the account of Your Friend, the referral will not qualify as an Active Referral until restrictions have been lifted.

## 5. INFORMATION ON REFERRALS

- 5.1 You will be informed by email when Your Friend has opened a real trading account with AvaTrade using your referral link and if Your Friend has met the RAF Programme conditions in order for you to receive a reward.

## 6. TERMINATION AND CHANGES

- 6.1 AvaTrade reserves the right to withhold and/or cancel any reward payment where, in AvaTrade's view, transactions are made to manipulate the RAF Programme or where either the Eligible Client or New Client may have breached or, in AvaTrade's view, potentially breached, any law, regulation or licensing requirement.
- 6.2 This RAF Programme and any obligations of AvaTrade pursuant to it will be revoked or withdrawn from participants who abuse the spirit or intention of it. We reserve the right to cancel or withdraw the RAF Programme at any time in case of any suspected abuse of the Programme. Further, where any of these Rules are breached or there is any reason to suspect a participant has acted fraudulently or obtained an unfair or unintended advantage pursuant to this RAF Programme, we reserve the right to stop or withdraw payment of the reward or any attempted withdrawal of the same.
- 6.3 AvaTrade reserves the right to remove a Refer a Friend Reward or substitute a Refer a Friend Reward offered with another item of the same value, at its sole discretion, from time to time and without prior notice to you or Your Friend.
- 6.4 We are the sole arbiter of the RAF Programme, these Rules and any other issues arising under these Terms. Exceptions to these Rules are at the sole discretion of AvaTrade's management, and

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our decision is final. We reserve the right to alter, amend or terminate the RAF Programme or any aspect of it at any time and without prior notice.

- 6.5 The RAF Programme is not open to employees of AvaTrade or any AvaTrade Group company or employees of any other company engaged in direct competition with AvaTrade or any AvaTrade Group company.
- 6.6 Any dispute or situation not covered by these Rules, will be resolved by our management in a manner it deems to be fairest to all concerned and that decision shall be final and binding on all parties.
- 6.7 If at any time all or any part of any provision of these Rules are or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such provision(s) shall not affect or impair the legality, validity or enforceability in that jurisdiction of the remainder of that provision or all other provisions of these Rules or the legality, validity or enforceability under the law of any other jurisdiction of that provision or all other provisions of these Rules.

## 7. RISK WARNING

- 7.1 We will not be held liable for any losses incurred by you or Your Friend as a result of your (or their) trading or in relation to this RAF Programme. Trading CFDs is a high risk activity and it is possible to lose more than your initial investment.

## 8. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

- 8.1 AvaTrade and/or any of its subsidiaries, affiliates or agents shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of AvaTrade including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.
- 8.2 All persons taking part in the RAF Programme, to the maximum extent permitted by law, release from, and indemnify RAF Programme against, all liability, cost, loss or expense arising out of or in connection with the RAF Programme including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to any negligent act or omission or otherwise.

## 9. PRIVACY

- 9.1 AvaTrade will not share or sell information regarding clients and/or prospective clients, except to its employees, agents, partners, and associates as required in the ordinary course of business,

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including, but not limited to, AvaTrade's banking or credit relationships, or to other persons as disclosed in AvaTrade's [Privacy Statement](#).

- 9.2 Personal information we collect may be used for administering the RAF Programme and will only be used for the purposes stated in these Terms and Conditions or other directly related purposes. In addition, you expressly agree to our collection and usage of your personal information for the purposes of administering and operating the RAF Programme.

## 10. CONSENT TO ELECTRONIC SIGNATURE

- 10.1 By electronically signing AvaTrade's account agreement and related documents, client acknowledges receipt of the client account letter, client agreement and other documents contained as part of AvaTrade's electronic account package and client agrees to be bound by their terms and conditions.
- 10.2 In addition, by signing AvaTrade's account agreement and related documents, client is consenting to AvaTrade maintaining and client receiving electronic records of client's trades and accounts.

## 11. ENTIRE AGREEMENT

- 11.1 This Agreement together with all references to AvaTrade's policies and procedures made in this Agreement, and together with the [General Terms and Conditions](#), [Risk Disclosure Statement](#), [Trading Conditions and Charges](#), [Client Asset Key Information Document](#) and [Privacy Statement](#) embodies the entire agreement between AvaTrade and the client, superseding any and all prior written and oral agreements.

## 12. GOVERNING LAW AND JURISDICTION

- 12.1 This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by, construed and enforced in all respects in accordance with the laws of England and AvaTrade and the client hereby irrevocably submit to the nonexclusive jurisdiction of the English Courts.

**CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.**