

# The loyalty program

# 1. Preamble

The loyalty program is a program to reward clients for their trading activity, which allows to receive additional payments to the client's trading account if the conditions specified in the text of this document are met.

Disclaimer: This agreement is an integral part of the public offer. The company reserves the right to change the loyalty program's terms with prior notice to clients in the news section of the site (https://bytrend.com) or your personal account in the system of requests.

# 2. Basic terms:

2.1 The bonus with the right to trade (the trading bonus, hereinafter referred to as the bonus) is the value of funds credited to the client with each replenishment to the trading account, which the client has the right to use in trading. It is calculated as a percentage of the amount of replenishment. The amount of the charge depends on the type of trading account. The client can find out information about the current percentage values for each trading account in the open section of the site on the page "Loyalty Program" and in the personal By Trend LLC. The latest update 5/18/2021.

account;

2.2 Cashback is the amount of funds returned to the client from part of the commissions and spread for trading activity during the reporting month;

2.3 Interest for trading activity is the amount of funds accrued to the client on a monthly basis for trading activity as a percentage of the amount of free funds (not engaged in trading) on the trading account;

2.4 Coverage means a mandatory condition for trading activity to work out the accrued tradable bonuses according to the proposed formula;

2.5 Coverage lot (qualifying lot) means the client's trading operation on a trading account with a volume of 1 lot for CFD instruments on currency pairs, which is taken into account in the coverage of the accrued bonus. The current conditions determine the number of daily coverage lots. If the client exceeds the limit of coverage lots per day, they will not be counted in the coverage until the end of the day. The change of day is determined by the time displayed in the trading terminal (server time);

2.6 Trading bonus term means the term for which the bonus is granted. It starts from crediting until the moment of debiting, determined by the current terms and conditions. If the term is not specified, the bonus is granted to the client indefinitely, except for the situation specified in clause 2.10 of these terms and conditions;

2.7 Bonus cancellation (bonus write-off) means an operation to write off bonuses that are not covered according to the terms and conditions. The Company reserves the right to cancel the bonus in part or in full without prior notice to the client at its sole discretion and based on sufficient grounds for the expediency of the applicable decision;

2.8 Profit received with the use of bonuses means a condition accepted by the client, under which part or all of the profit received on the bonus belongs to the company and is credited to the bonus body with a mandatory condition for coverage by the client, depending on the percentage of the client's funds and the bonuses provided by the company:

2.8.1 If the client's funds exceed the accrued bonus, then 100% of the profit on the transaction is distributed in the proportion of 70/30, where 70% is credited to the deposit body, and 30% to the bonus body;

2.8.2 If the client's funds are less than the accrued bonus, then 100% of the profit on the transaction is distributed in the proportion of 30/70, where 30% is credited to the deposit body, and 70% to the bonus body;

2.8.3 If the client trades exclusively on the accrued bonus, then 100% of the profit on the transaction is credited to the bonus body;

2.8.4 The profit credited to the bonus body must be covered by the client under the current conditions. The uncovered profit will be wrote-off from the client's account upon the expiration of the bonus period, if any, or upon the expiration of the period of inactivity;

2.9 Priority of funds participation means the conditions under which trading is primarily carried out on the client's funds. In cases where the client's funds are not sufficient to maintain open positions or perform a trading operation, the accrued bonuses participate in trading;

2.10 Inactivity period means the period defined by 60 (sixty) days of no trading activity on the client's account. At the end of this period, all bonuses are canceled on the account, including uncovered profits credited to the bonus body;

3. Terms of accrual, coverage, and write-off of the trading bonus and the profit received with or exclusively on the bonus:

3.1 The bonus is granted to the client only after the activation of the loyalty program in the personal account and acceptance of the relevant conditions. Coverage tracking starts at 00:00 server time on the day following the day of program activation;

3.2 The bonus is credited from each subsequent replenishment to the trading account after the activation of the loyalty program. For previously made replenishments, the bonus is not provided;

3.3 The bonus is accrued to the client indefinitely, except for the situation described in clause 2.10 of these terms and conditions;

3.4 The Client has the right to use the bonus in trading to maintain open trading operations or to make new ones;

3.5 The Client has no property rights to the bonus and to the profit received in part or full using the bonus if the conditions for coverage are not met;

3.6 The bonus or the profit received on the bonus covered under the terms and conditions is credited to the deposit body;

3.7 The bonus coverage conditions are determined by the formula BONUS AMOUNT x 0.2, i.e., 1 full lot covers 5 (five) USD of the bonus granted;

3.8 The bonus covered under the terms and conditions is transferred to the deposit body in multiples of the amounts. Splitting and transferring less than multiples of the sum is prohibited. The minimum allowable multiple amounts to transfer from the bonus body to the deposit body is 100 (one hundred) USD. The exception is the bonus amount less than 100 USD. In this case, the bonus will be transferred to the body of the deposit upon completion of the required coverage By Trend LLC. The latest update 5/18/2021.

conditions;

3.9 Bonus cancellation terms:

3.9.1 Withdrawal of funds or transfer of funds between trading accounts;

3.9.2 End of inactivity period;

3.9.3 Violation of the terms of the loyalty program or any other applicable company policy;

3.9.4 Termination of the loyalty program or significant changes that contradict the original terms;

3.9.5 Changes in market conditions;

3.9.6 Force majeure circumstances that prevent the company from complying with these terms and conditions;

3.10 The bonus cannot be transferred from the account to the account;

3.11 The bonus cannot be accrued when transferring funds from one account to another;

3.12 The amounts previously covered and transferred to the deposit body belong to the client;

3.13 The bonus is covered only by CFD instruments for currency pairs;

3.14 The daily limit of the volume of trading operations on the coverage is 10 lots;3.15 The bonus is used only for trading purposes;

3.16 The bonus amount is not subject to accruals within the service  $\ll$ Interest for activity $\gg$ ;

3.17 For the Cashback service, if there is a trading bonus, the payouts will be distributed between the deposit body and the bonus body in the proportions described in clause 4.5 of these terms and conditions;

3.18 The amount of bonuses accrued for each replenishment depends on the type of trading account:

3.18.1 For Mini accounts is 10% of the replenishment amount; 3.18.2 For Midi accounts is 20% of the replenishment amount; 3.18.3 For Maxi accounts is 30% of the replenishment amount;

3.19 The Company reserves the right to change the value (amount) of bonuses provided with or without prior notice to customers;

3.20 The Company reserves the right to change the value (amount) of bonuses provided within the framework of existing promotions with or without prior notice to customers;

3.21 The Company limits the value (amount) of bonuses provided to 100% of the deposit amount;

3.22 The Company reserves the right to consider individual customer requests for bonuses on special terms by negotiating with the customer in the system of requests in the personal account. At the same time, a client's request does not impose obligations on the company to fulfill them.

The Company has the right to demand from the client written confirmation of consent to the bonus provided on individual terms;

3.23 If you change the trading account type, the new conditions for the selected account type will be valid from the 1st day of the new month.

## 4. Terms of the Cashback service:

4.1 The Cashback service (hereinafter referred to as Cashback) is provided to the client only after the activation of the loyalty program in the personal account and acceptance of the relevant conditions;

4.2 Cashback is a refundable part of the commissions and the amount of the spread (the difference between the ask and bid prices), which is accrued to the client on the 1st day of the month following the reporting month;

4.3 The amount of cashback from commissions depends on the type of trading account and is returned in the proportion of:

4.3.1 For Mini accounts is 30% of commissions on all trading instruments;

4.3.2 For Midi accounts is 50% of commissions on all trading instruments;

4.3.3 For Maxi accounts is 70% of the commission on all trading instruments;

4.4 The amount of cashback from the spread is calculated only for CFD instruments on currency pairs and depends on the type of trading account:

4.4.1 For Mini is 3 USD accounts with a full lot on CFD trading instruments on currency pairs;

4.4.2 For Midi is 4 USD accounts with a full lot for CFD trading instruments on currency pairs;

4.4.3 For Maxi is 5 USD accounts with a full lot on CFD trading instruments on currency pairs;

4.5 For the Cashback service, if there is a trading bonus, the payouts will be distributed between the deposit body and the bonus body in the following proportions:

4.5.1 If the client's funds exceed the accrued bonus, cashback payments will be distributed between the deposit body and the bonus body in the proportion of 70/30, where 70% is credited to the deposit body, and 30% to the bonus body;

4.5.2 If the client's funds are less than the accrued bonus, cashback payments will be distributed between the deposit body and the bonus body in the proportion of 30/70, where 30% is credited to the deposit body, and 70% to the bonus body;

4.5.3 If the client trades exclusively on the accrued bonus, the cashback is not provided;

4.6 The Company reserves the right to refuse to charge cashback to the client at its sole discretion without prior notice, having sufficient grounds for this, related to the client's violation of the company's current policies;

4.7 The Company reserves the right to change the amount of cashback with or without prior notice to customers;

4.8 The Company reserves the right to change the amount of cashback within the framework of existing promotions with or without prior notice to customers;

4.9 If you change the trading account type, the new conditions for the selected account type will be valid from the 1st day of the new month.

### 5. Interest for activity

5.1 The service "Interest for activity" (hereinafter referred to as the Interest for activity) is provided to the client only after the activation of the loyalty program in the personal account and acceptance of the relevant conditions;

5.2 Interest for activity is the client's reward for meeting the client's minimum trading volume requirements every month;

5.3 Interest for activity is accrued on the 1st day of the month following the reporting month on the number of free funds on the trading account in the form of a fixed percentage and in accordance with the type of trading account:

5.3.1 For Mini accounts is 1% monthly of the amount of available funds at the time of accrual;

5.3.2 For Midi accounts is 2% monthly of the amount of available funds at the time of accrual;

5.3.3 For Maxi accounts is 3% monthly of the amount of available funds at the time of accrual;

5.4 No interest is charged on the amount of bonus funds;

5.5 If the account type is changed, the accrual will be made according to the new type;

5.6 The accrual conditions are determined by the formula 2 lots per 1000 USD of the current account balance (free funds + engaged in trading (margin) + profit - loss - bonus);

5.7 Trading only on CFD instruments on currency pairs are taken into account;

5.8 If the client trades on the bonus only, the interest for the activity is not charged;

5.9 The Company reserves the right to refuse the client to charge interest for activity at its discretion without prior notice to the client, having sufficient grounds for this, related to the client's violation of the company's current policies;

5.10 The Company reserves the right to change the amount of interest for activity with or without prior notice to the clients;

5.11 The Company reserves the right to change the amount of interest for activity within the framework of existing promotions with or without prior notice to customers;

5.12 This service is not a banking service and should not be considered as such by the client;

5.13 If you change the trading account type, the new conditions for the selected account type will be valid from the 1st day of the new month.

### 6. Liability and obligations of the Parties and disclaimer of liability

6.1 The Company is not responsible for the Client's trading activities. The company notifies the client that any amounts provided by the company are funds By Trend LLC. The latest update 5/18/2021. transferred to the client on the terms and conditions and should not be perceived by the client as a gratuitous gift. At the same time, the company will not issue any requirements to the client in the future for the return of these values, as well as the client is obliged to understand that the accrued values if the conditions for them are not met, are not his property;

6.2 The Client is aware of and accepts that trading is initially conducted exclusively on the Client's funds. The amounts provided by the company participate in trading to maintain open transactions or perform new trading operations only if the client's own funds are insufficient to conduct activities on the trading account;

6.3 The Company is not responsible for the Client's incorrect/incomplete/partial or other understanding of these terms and conditions and their possible interpretation, nor can the client demand from the company any refunds/ compensations or other charges that he wishes to receive based on this subjective understanding;

6.4 The Company reserves the right to refuse to provide services to the client under the loyalty program or to forcibly terminate the program for the client, in case of violation by the client of any applicable company policy; 6.5 The Client has the right to refuse to participate in the company's loyalty program by creating a corresponding request to cancel previously activated services. At the same time, the company cancels previously accrued bonuses, including the profit received, but not worked out according to the terms of coverage;

6.6 These terms and conditions are an integral part of the Public Offer and cannot be considered in isolation from it.

By Trend LLC a Business Company, duly incorporated under the laws of St. Vincent and the Grenadines with its registered office at Suite 305, Griffith Corporate Centre, Kingstown, St. Vincent & the Grenadines. Limited Liability Company Number 361 LLC 2020, registered at 6th of May, 2020.

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