

## **100% Deposit Bonus Terms and Conditions**

### **1. Introduction**

- 1.1. The website [www.fxview.com/sa](http://www.fxview.com/sa) (hereinafter referred to as the “**Website**”) is owned by **OriVest (Pty) Ltd**, a limited private company incorporated and validly existing under the laws of South Africa with license number 50410 (hereinafter referred to as the “**Company**”),
  - 1.2. The present Deposit Bonus terms and conditions (hereinafter referred to as “the **Terms**”) which offers 100% welcome bonus by making a deposit into the Client’s Trading Account (hereinafter referred to as the “**Bonus Program**” or “**Bonus**”) offered to clients of the Company that would like to be bound by these Terms (hereinafter referred to as the “**Client**” and/or “**you**”), subject to the provisions set forth herein.
  - 1.3. These Terms should be carefully read in conjunction with the Client Agreement entered into between the Company and the Client prior to agreeing to the Bonus Program, such agreement being available on the Company’s Website and concluded during the online application for the trading account opening (hereinafter referred to as the “**Client Agreement**”). By accepting these Terms, you unconditionally acknowledge that you have read, understood and intend to be legally bound by these Terms as well as the general terms and conditions of the Client Agreement that apply to your trading account as those can be found on the Company’s Website. Any references which are not defined herein shall bear the same meaning as the Client Agreement.
  - 1.4. The Company has the right to amend, alter or terminate this Bonus Program at its sole discretion, and at any time without notice.
- 1.1. By using the Bonus Program, the Client acknowledges that he has read and agreed to be bound by these Terms as well as to the Company’s trading terms and conditions as per the Client Agreement found on the Company’s Website.
  - 1.2. The Bonus Program is open to all clients, subject to fulfilment of certain criteria pursuant to these Terms. The bonus is available on all the trading platforms.
  - 1.3. The promotional period for the 100% deposit bonus offer shall run from 1st of 2022 onwards (hereinafter referred to as the “**Launch Date**”). Therefore, under the Bonus Program will be made available from the Launch Date.

### **2. Operating Terms**

- 2.1. The Bonus is automatically transferred to the Client’s trading account when he/she proceeds with deposits in his/her trading account, provided that a bonus request is placed from secure Client Area/Portal.

- 2.2. The Bonus is available on a per Trading Account basis. The Client must make a minimum deposit on every Client's trading account in order for the Bonus to be made available on each account.
- 2.3. The Company reserves the right to refuse offering of the Bonus at its sole discretion without the need to provide justification. The Company will not be liable for any stop outs or any other consequences that result out of a Bonus cancellation and/or Removal.
- 2.4. If the Company suspects that a Client has abused or attempted to abuse a promotion, or otherwise acted with a lack of good faith towards us, then the Company reserves the right, at its sole discretion, to deny, withhold or withdraw from that Client the Bonus and any profits gained and if necessary to cancel any terms and conditions with respect to that Client, either temporarily or permanently, or terminate that Client's access to the service and/or block that Client's trading account.
- 2.5. Any dispute or situation not covered by these Terms will be resolved by the Company Management in a fair manner.
- 2.6. The Bonus only applies on new deposits of at least USD 200 (Two Hundred United States Dollars) (or any other currency equivalent). The Company considers the maximum allowed bonus based upon 1) the total deposits that the Client made and 2) the available equity in the account.
- 2.7. The maximum allowed bonus is USD 20,000 (Twenty Thousand United States Dollars) (or any other currency equivalent). For the avoidance of doubt, if a Client has multiple trading accounts, then the sum of the bonus awarded for ALL of the Client's trading accounts cannot exceed the amount of USD 20,000 (Twenty Thousand United States Dollars) (or any other currency equivalent).
- 2.8. Unless all requirements of the Bonus Program are met, the Client can withdraw no more than the original deposit plus profits (or minus losses) at any time. Once the original deposit is removed, the bonus is lost. If a part of the original deposit is withdrawn the bonus is removed on a pro rata basis, therefore there will be a partial bonus removal. The Bonus cannot be lost as part of the profit and loss.
- 2.9. The Bonus amount cannot be withdrawn from the Client's trading accounts with the Company.
- 2.10. If any withdrawal made by the Client from his/her trading account results in the actual equity dropping below the Bonus amount, the bonus will be withdrawn to make it equivalent to the actual equity. If the remaining amount falls below the required minimum amount of USD 200 (Two Hundred United States Dollars) (or any other currency equivalent), the bonus will be removed entirely from the Client's trading account(s). If the withdrawal requests placed by the Client combined with adverse market movements that may have a negative impact on his open positions in such a manner that the bonus is withdrawn and therefore leads to Stop Out, the Company is not liable for any losses the Client may incur. It is the sole responsibility of the Client to always monitor his available margin.

- 2.11. In the event where the Client makes an internal transfer from one trading account to another, the equivalent Bonus amount will be removed from the Client's respective trading account. The Client must place a bonus request in the Client Area for a deposit bonus to be applied to the account to which an internal transfer was made. The Company does not allow internal transfers between different Clients' trading accounts.
- 2.12. The Bonus will be removed from the Client's trading account in the following events:
  - (a) where the Client wishes closes his/her trading account and/or to withdraws all the funds from his/her trading account(s) with the Company and/or where the Client has suffered losses equal to the amount deposited in his/her respective trading accounts with the Company.
- 2.13. In the event where the total losses of a Client exceed the amount which the Client deposited in the trading accounts with the Company, the Company's system will automatically stop out the positions in such Client's trading account without any prior notification.
- 2.14. The maximum leverage allowed under the Bonus Program is 1:300. If the Client's current leverage is more than the maximum leverage allowed for the Bonus Program, the Client must first submit a leverage change request to lower it to/ below the maximum allowed and then place a Bonus request.
- 2.15. The Bonus Program is available on all trading platforms of the Company.
- 2.16. The Bonus Program is EXCLUDED from the equity during Stop Out calculation and is cancelled on Stop Out. It is noted that in the trading platforms the Bonus is included in the equity. For the calculation of the Client's real margin level, the Client will need to deduct the Bonus from the equity shown in platforms and divide this amount on the margin used.

### **3. Assessment and Monitoring**

- 3.1. You agree and understand that the Company will be monitoring and recording all of the actions performed by you under the Bonus Program and these Terms and all such actions will be assessed by the Company on a monthly or weekly or daily basis, at its absolute sole discretion in order to:
  - a. Calculate your bonus;
  - b. Establish whether an Event of Default as per the Client Agreement occurs;
  - c. Establish whether you consistently comply with your obligations under these Terms.

### **4. Risk Warning**

- 4.1. The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading in such products, it is possible for Clients to lose all of their invested capital. These products may not be suitable for everyone, and Clients should ensure that they understand the risks involved.

## **5. Termination**

- 5.1. The Bonus Program will run indefinitely or until the Company decides to terminate it either due to an Event of Default as per the Client Agreement or based on the Company's discretion.
- 5.2. In the event of termination of the Bonus Program, Clients will be notified of the termination date via the Company's website.
- 5.3. You can choose to terminate your participation at the Bonus Program at any time, by placing a request in the Client Area.
- 5.4. The termination of the participation in the Bonus Program by the Company will not affect the existence of the Client's trading account.
- 5.5. The termination following the occurrence of any abusive conduct and/or behavior by the participating Client will result in the permanent banning of the participating Client from the Bonus Program, cancellation of profits gained as a result of the abusive practice and termination of his Client account.

## **6. Dispute**

- 6.1. Any dispute or situation not covered by these Terms will be resolved by the Company Management in a fair manner. The relevant provisions of the Client Agreement as far as it concerns the dispute resolution procedure apply for these Terms.

## **7. Language**

- 7.1. These Terms are made in English language. Any other language translation is provided for convenience purposes only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, the original versions of English shall prevail.

## **8. Legal Information**

- 8.1. The Company reserves the right, at its reasonable discretion:
  - a. to decline registration of any participant in the Bonus Program; and
  - b. disqualify any participant in the Bonus Program who tampers or attempts to tamper with the operation of the Bonus Program or breaches these terms and/or any of the Company's term and/or policies set forth on the Company's Website.
- 8.2. The Company reserves the right, at its reasonable discretion, to discontinue the offering of this Bonus Program to any of its clients, without having to explain the reasons.
- 8.3. The Company reserves the right to alter, amend or terminate the Bonus Program and/or any of the provisions of these Terms or any aspect of them at any time and at its absolute discretion. It is recommended that participants in the Bonus Program consult these Terms & Conditions on the Company's website regularly.

- 8.4. These Terms shall be governed by the laws and regulations of South Africa. Any disputes arising out or in connection with the present Terms shall be exclusively settled by the Courts of South Africa, subject to the provisions for the dispute resolution procedures under the Client Agreement entered between the Company and the Client.