

# Cashback Promotions Terms and Conditions

Skilling (Seychelles) Limited

April 2023

1. The cashback promotion (the "Promotion") is held by Skilling (Seychelles) Limited ("Skilling") regulated by the FSA in Seychelles.
2. You agree by participating in the Promotion that You will be bound by these terms and conditions and Skilling's ordinary client terms and conditions (including, if any, schedules or amendments) that apply to Your account and always subjective to any applicable laws (together the "Terms").
3. The Promotion is applicable to all the new or existing client ("You" or "Your") who:
  - 3.1. Maintain a fully verified real money trading account with Skilling, and
  - 3.2. at all time have net deposit of minimum 100 CCY (refers to the currency that your account is denominated in) ("Minimum Net Deposit")

"Net Deposit(s)" shall mean the difference between deposit(s) and withdrawal(s) made by the client, following the opening of a real trading account.
4. The Promotion is available for customers residing in any jurisdiction outside the European Union/EEA. Some countries may not be eligible for the Promotion subject to the company's acceptance police (each "Designated Country").
5. To be eligible to participate in the Promotion you need to:
  - 5.1. Be a resident of a Designated Country;
  - 5.2. Maintain a fully verified real money trading account with Skilling;
  - 5.3. Maintain at all time the Minimum Net Deposit;
  - 5.4. Agree and comply with the Terms(collectively (the "Requirements").
6. All clients who meet the Requirements as of the Promotion start date are participating in the Promotion. However, the below category is not eligible for the Promotion:
  - 6.1. MAM (Multi-Account Manager) accounts money managers. Money managers shall not receive Rebates for trading operations on their investors' investment accounts. Each money manager will be awarded Rebates on their own accounts only.
7. If You reside within the European Union / EEA, You cannot participate in the Promotion.
8. You can participate in any other active promotion of Skilling at the same time.
9. The Promotion starts on the 4th of October 2022 at 00:01AM Seychelles standard time (GMT+4).
10. If the Requirements are met, the cash rebate (the "Rebate") will be automatically added to the balance of Your live trading account the first working day of the next month. The Rebate shall be available for trading and withdrawal.

"Rebate(s)" shall mean the amount of money which You receive on Your real trading account after meeting the Requirements within the Promotion period.

11. The Promotion is available in USD, GBP EUR, NOK or SEK currency (the "CCY")
12. The Promotion is applicable to all the trading instruments.
13. The Rebate shall be calculated monthly on the basis of closed positions.
14. Positions with duration less than 3 minutes (180 secs) will not be taken into consideration for calculation of the Rebate amount.
15. The Promotion will restart on the first day of each calendar month and any previous accumulated amount shall not be taken into consideration for calculating the Rebate for that successive month.
16. The Rebate will be calculated according to the corresponding tier of the total combined USD notional volume achieved within the same calendar month:

Amount traded notional/\$Million	Rebate per \$1million notional volume
\$0-50M	\$5
\$50M-\$200M	\$10
\$200M+	\$15

17. If you qualify for the highest tier, the Rebate credited to Your account will be equivalent to each previous tier. All the tiers shall be completely filled before moving to the next tier.
18. If the accumulated volume traded qualifies for the highest tier, You will receive Rebate equivalent to the previous tiers before moving to the next higher tier
19. The Rebate will be calculated in USD. Skilling will use its internal currency conversion if Your account is denominated in any other currency.
20. The Rebate shall be paid to each trading account where the trade was placed.
21. The minimum amount of Rebate which You may receive is \$0.01.
22. The amount of Rebate which You may receive on Your account shall not exceed \$10,000 per calendar month. The Rebate earned from the Promotion will be fully withdrawable up to a maximum of \$10,000 per calendar month.
23. You may transfer the Rebate and any profits made thereof between Skilling's different platforms; Skilling Trader, Skilling cTrader or Skilling MT4.
24. Skilling reserves the right to cancel or amend the Promotion and these Terms without prior notice. Any changes to the Promotion will be notified to You as soon as possible via

Your registered email. Under no circumstances shall Skilling be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of the Promotion.

25. Skilling shall have the sole and absolute discretion in determining whether the Rebate can be awarded to You or not. Skilling further reserves the right to reject or withdraw the Rebate without prejudice if Your participation is, or is likely to be, in breach of any Terms or any signs, or suspicions, that multiple customer accounts belong to the same client or his/her immediate family.
26. Skilling may in its discretion cancel or reverse if a Rebate payment is made in error.
27. If You have not performed any real money trading in Your live trading account for a period of 90 days or more, Skilling reserves the right to exclude You from the Promotion.
28. You agree to indemnify, defend and hold harmless Skilling (including its directors, officers, employees and assigns) on written demand and at all times from and against any and all liability, fines, penalties, actions, judgement, settlement, claims, demands, losses, damages, injury, compensation, costs and expenses (including interest payments, reasonable legal fees on a solicitor/client basis, other professional fees and disbursements and costs of investigation and litigation) for or in respect of which Skilling will or may become liable by reason of or related or incidental to any act, default or omission and/or any breach of representation and warranty set forth herein by You under these Terms including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise.
29. To the extent permitted by law, Your rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Promotion are hereby excluded, and You expressly waive any and all such rights.
30. If a Rebate payment cannot be executed as planned due to reasons beyond the control of Skilling, including but not limited to any technical problems or malfunctions, Skilling shall not incur any liability to you in connection with the Promotion.
31. Skilling reserves the right to change the terms of the Promotion or cancel it in its entirety at any time.
32. These Terms shall be governed and construed in accordance with the laws of Seychelles. The parties irrevocably agree that the courts of Victoria, Mahe shall have the exclusive jurisdiction to settle any dispute arising out of or in connection with this Promotion.

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