

# Terms and Conditions

## Member-Get-Members Programme

Up Way Global Markets

Jan 2020



# Member-Get-Members Programme

## A. Introduction

This Member-Get-Members (the “**Programme**”) sets out the complete terms and conditions governing the Referrer’s ability to use the Company’s ‘Refer a Friend functionality’ and forms an integral part of the “**JRFX Customer Agreement**” and provisions set herein are considered as an annex of all “**JRFX Customer Agreement**”.

Please read carefully all the terms and conditions set out herein before applying to participate in the said Programme. You must agree with and accept all the terms and conditions contained in Programme without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may participate to the Programme.

This Agreement sets out the terms and conditions upon which the Company may provide the Member-Get-Members functionality to the Referrer whereby the Referrer will have the ability to invite their friends (i.e., the Referees) to the Company and generate commissions (i.e., **Reward**) based on the traffic brought to the Company.

All the terms and conditions and all provisions set out in this Agreement, governing the business relationship of the Referrer and the Referee with the Company shall remain in full force and effect.

## B. Parties to the Agreement

Up Way Global Markets LLC operating under the trading name JRFX is a company incorporated in St Vincent and the Grenadines under the Company Number: 601 LLC 2020 (hereinafter called the “**Company**” and/or “**JRFX**”);

and

The respective “Referrer”, who shall mean the individual who is a member to JRFX’s Member-Get-Members Programme in accordance with the terms and conditions set in this Agreement, and who agrees with and accepts the terms and conditions of the Programme set forth herein and the participation of whom to this Programme has been accepted by the Company (hereinafter called the “**Referrer**”);

and

The respective “Referee”, who shall mean the individual who has registered to open an JRFX real trading account with the Company, through the Member-Get-Members Programme in accordance with the terms and conditions set in this Agreement, and who agrees with and accepts the terms and conditions of the Programme set forth herein and the participation of whom to this Programme has been accepted by the Company (the “**Referee**”);

and furthermore, may hereinafter be referred to separately as the “**Party**” and jointly as the “**Parties**”.

The “**Member-Get-Members Programme**” Terms and Conditions is an integral part of the “**JRFX Customer Agreement**” and provisions set herein are considered as an annex of all “**JRFX Customer Agreement**”.

## C. Definitions of terms

Capitalised terms used in this Agreement, not otherwise defined herein, shall have the meanings set forth and given to them in the Company’s Terms and Conditions of Business/Client Agreement. Any defined terms herein shall complement the terms defined in the Company’s Terms and Conditions of Business/Client Agreement.

<b>Agreement</b>	Means the current agreement, inclusive of all its terms and conditions.
<b>Referee</b>	Means the person / friend whom the Referrer invited to the Company through the Member-Get-Members Programme and who meets all the eligibility requirements set in this Agreement.

<b>Referrer</b>	Means the person, who has a business relationship with the Company and who meets the eligibility requirements to participate in the Member-Get-Members Programme through which he/she is able to invite friend (i.e., Referees) to the Company, via the Member-Get-Members functionality.
<b>Reward</b>	Means a predefined amount of money generated in accordance with the Company's Member-Get-Members functionality.

## D. Acknowledgements and Confirmations of Eligibility

1. The Referrer, who meets the eligibility requirements set hereinbelow in Section E.1, may participate in the Member-Get-Members Programme which can be found in his/her MyBonus Area. Referrers shall invite his/her friends (the "Referees") to the Company via a dedicated link provided by the Company's Member-Get-Members functionality or via email including the dedicated link. For each successful Referee, the Referrer will be paid a predefined amount of Rewards, as set in Section E.2, in their trading account. (accessible via the MyBonus Area).
2. As a result of the above payment, these credited funds (i.e., the Reward) in the Referrer's account shall be available for withdrawal once transferred in the Referrer's trading account(s) or may be transferred to the Referrer's active trading account(s) for trading purposes.
3. A successful Referee is an individual who registers to open an account with the Company, via the dedicate link or email provided by the Referrer, and their trading account is validated. Upon funding and trading, the Referee will receive the amount of USD 8 (or currency equivalent) as cash bonus in his/her trading account as long as the requirements set in Section E.5 are met.
4. The Referee shall also be able to participate in the Member-Get-Members Programme as Referrers, provided that the eligibility requirements set in hereinbelow in Section E.5 and E.6 are met.
5. The payment of the amount of Rewards shall be made to the Referrer's trading account, provided that the generated Reward is not the result of Fraud Traffic and/or of any trading activity that is in violation of this Agreement or of the Company's Terms and Conditions of Business, which govern the business relationship between the Parties.
6. The Referrer shall, under no circumstances, be considered as an Agent/Representative of the Company.
7. Should the trading activity/behavior on the Referrer's trading account(s) be detected violating the Company's Terms and Conditions of Business and/or this Agreement or should the Rewards generated related to allegedly fraudulent account(s) or should the Referrer be found using strategies aimed at deriving profit from the Rewards generated from such account(s), the Company reserves the right to exclude the Referrer from participating to the Programme and/or terminate the business relationship with the Referrer.
8. The Parties (i.e., the Referrer and Referee) hereby acknowledge and accept that the Company may adjust/re-adjust the Reward of the Referrer and/or the credit received by the Referee, at its sole and absolute discretion. The Referrer further acknowledges and accepts that the latter may potentially affect any payable Rewards.
9. The Parties (i.e., the Referrer and the Referee) hereby acknowledge and confirm that this Programme is discretionary, and the Company reserves the right to terminate this functionality at any time with prior notice.

## E. Specific "Member-Get-Members Programme" conditions of eligibility

1. Clients, who meet the following criteria set forth herein, will be able to participate in the Company's "**Member-Get-Members Programme**" (i.e., Referrers) through their Members Area:
  - (a) have a validated JRFX real trading account; and
  - (b) if the Referrers reside in Taiwan, Vietnam, Thailand, Indonesia, Malaysia, India and the Philippines, they must deposit 500USD or more, and trade one (1) standard lots (or 100 micro lots) for Forex, Metals and commodities as an existing client. The programme is currently only available for residents of above mentioned countries.

- (c) In order for the aforementioned lot requirement to be met, the Company will take into consideration the trading activity and/or trading volume performed across all of the Referrer's trading accounts (in either JRFX Standard account or JRFX EasyPro account or JRFX ECN Account).
    - (d) Only Referrers whose trade(s) have a duration of more than five (5) minutes are eligible to participate in the "**Member-Get-Members Programme**"; for the purposes hereof, duration is considered the time between opening and closing of a trade.
    - (e) It should be noted that the trading activity performed by the Referrer whose trading account is registered under an Introducer of Business, will not be taken into consideration.
  2. Referrers who meet the eligibility conditions set hereinabove, will be rewarded with a set amount of 18USD in their trading account, which is calculated according to the number of friends (i.e., Referees) that they refer to the Company. The reward amount becomes withdrawable once the referral considered successful.
  3. The "**Member-Get-Members Programme**" is only available for EasyPro, Standard, ECN trading accounts.
  4. Referrers, who participate to the "**Member-Get-Members Programme**" can invite their friends (i.e., Referees) to the Company via dedicated link, provided by the Company via their Members' Area. Referees will need to register an JRFX real trading account through the link provided and successfully open and validate their trading account.
  5. The referral is considered successful only if the following requirements are met:
    - (a) The Referee must open, validate and fund his/her trading account with 500USD or more; and
    - (b) If the friend(s) referred (i.e., the Referees) reside in Taiwan, Vietnam, Thailand, Indonesia, Malaysia, India and the Philippines, they must trade one (1) standard round turn lots (or 100 micro lots) within 30 days from the date of initial funding.
    - (c) In order for the aforementioned lot requirement to be met, the Company will take into consideration the trading activity and/or trading volume performed across all of the Referee's trading accounts (in either JRFX Standard or EasyPro or ECN account).
    - (d) Only Referees whose trade(s) have a duration of more than five (5) minutes are eligible to participate in the "**Member-Get-Members Programme**"; for the purposes hereof, duration is considered the time between opening and closing of a trade.
  6. Subject to the requirements set in Section E.5, the Referees will be rewarded with a USD 8 cash bonus to the trading account and the referrer will be rewarded USD18 once the 30 days lapse.
  7. It should be noted that the trading activity performed by the Referee whose trading account is registered under an Introducer of Business, will not be taken into consideration for the purposes of Section E.5;
- as such, they will not be rewarded with a USD 8 Bonus in their trading account.
8. Referrers are not allowed to refer the same person, as Referee, more than once.
  9. Referrers are not allowed to invite existing JRFX account holders to the Programme.

## F. General Terms

1. The Company reserves the right, at its reasonable discretion:
  - i. to decline registration of any participant in the "**Member-Get-Members Programme**"; and
  - ii. disqualify any participant in the "**Member-Get-Members Programme**" who tampers or attempts to tamper with the operation of the "**Member-Get-Members Programme**" or breaches these terms and/or any of the "**JRFX Customer Agreement**" set forth on the Company's website.

Under no circumstances shall the Company be liable for any consequences of any trading bonus/credit/cash rewards cancelation or decline, including, but not limited to, order(s) closure by Stop Out.

2. The Company reserves the right, at its reasonable discretion, to discontinue the offering of this "**Member-Get-Members Programme**" to any of its clients, without having to explain the reasons. Such clients will be informed via email.
3. Any indication or suspicion, in the Company's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to trading activity patterns that indicate that the Parties solely aim to benefit financially from the Programme without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a trading bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited trading bonuses of the Parties' real trading account(s) with the Company and/or any and all transactions carried and/or profits or losses and/or Rewards garnered therein. In these circumstances, the Company reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Parties' real trading account(s) with the Company, cancel all orders and annul all profits and/or Rewards of such Parties. In these circumstances, the Company shall not be liable for any consequences of the trading bonus cancelation, including, but not limited to, order(s) closure by Stop Out.

## I. Termination

1. Either of the Parties (i.e. Company or Referrer or Referee) may terminate this Agreement by giving five (5) business days' written notice to the other Party.
2. The Company reserves the right to terminate or suspend without notice, this Agreement or any rights of the Referrer or Referee that they may possess under the provisions of this Agreement due to any malpractice, breach of any provisions of this Agreement, failure of compliance with Applicable Laws and Regulations or other significant event, including liquidation or insolvency on the part of the Referrer or Referee. Such termination will be at the sole discretion of the Company.
3. Upon termination of this Agreement, the Company shall pay the Referrer any Rewards due as set out in this Agreement.

## J. Governing Law and Language

The "**Member-Get-Members Programme**" terms shall be governed by and construed in accordance with the Laws of St Vincent and the Grenadines. Any dispute or situation not covered by these terms will be resolved by the Company in the manner it deems to be the fairest to all concerned. That decision shall be

1. final and/or binding on all entrants. No correspondence will be entered into.
2. If any of "**Member-Get-Members Programme**" terms were to be translated into a language other than English, then the English version of these terms shall prevail where there is an inconsistency.