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## 1. INTRODUCTION

1.1. These Terms and Conditions (the "Terms") are offered to our Clients ("you", "yourself", "customer", as appropriate) by Capital Com SV Investments Ltd (we, us, CAPITAL.COM, the Company, as appropriate), a company authorised (license number 319/17) and regulated as a Cypriot Investment Firm (hereafter the "CIF") by the Cyprus Securities and Exchange Commission (hereafter "CySEC" or the "Commission", as appropriate), with its registered office at 6th floor, Lophitis Business Centre II, 237, 28th October Street, Limassol, PC3035.

The Terms govern the relationship between you and the Company for this promotion, and may be amended from time to time.

1.2. If you participate in this promotion, [these Terms should be read in conjunction with the provisions of the Terms and Conditions of the Share Dealing Services.](#)

You should read carefully all of these terms and any other documents that we have supplied or will supply in the future to you. If there is any conflict between these Terms and the Terms and Conditions of the Share Dealing Account, the provisions of the Terms and Conditions of the Share Dealing Account will prevail.

1.3. This Agreement will come into effect on the date you open you send the stock referral link and/or receive the stock referral link. For any new versions (or material amendments) thereafter, on the date we notify you. The Company reserves the right to change the offer terms or terminate the offer at any time without notice.

1.4. This Agreement is supplied to you in English, and any discrepancies between the English Terms and any other language, the English Terms will take precedence.

## 2. DEFINITIONS

**'Account'** means the personal trading account opened under this Agreement for the Services, which you hold with us and have designated with a particular account number. Only one account shall be registered per Client, unless granted explicit approval by the Company.

**'Client'** means a retail Client or a professional Client and/or an eligible counterparty, acting as the counterparty of the Company, and having agreed to the Terms and Conditions for Share Dealing Services with the Company.

**'Platform'** means collectively or individually all trading platforms (ie Capital.com's proprietary online trading platform or the MT4 Trading Platform). The Trading Platforms are accessible via our website, software programs and mobile applications.

**'The Offer'** means this offer under the Capital.com Stock Referral Programme as described in [section 3](#).

**'Referrer'** means a Client under Capital Com SV Investments ('the Company')

**'Referee'** means a new Client that has been referred under this offer, who is neither an existing Client nor a former Client of Capital.com.

**'Instrument'** means any Share, Fraction of share or any other transferable security in respect of which we offer to deal in transactions.

### **3. APPLICATION OF THE OFFER**

- 3.1. The Offer is only available to German residents. This applies to both the referrer and the referee.
- 3.2. This Offer applies to Clients who have successfully referred a customer that is not an existing or former Client of Capital.com, providing that Client fulfils all the conditions stated under section 3.4.
- 3.3. The Offer can only be claimed if the following conditions are met:
  - the referred customer uses the stock-offer invite link sent by the referrer to register on the Platform (this does not include downloading the app independently);
  - the referred customer is successfully onboarded;
  - the referred customer funds his/her account with at least €20 (twenty euros);
  - the referred customer must fund his/her account within 30 (thirty) days of the invite link being used, otherwise the award lapses for both referrer and referred customer;
  - the referred customer must make at least one (1) trade in his/her account within 30 (thirty) days of the invite link being used, otherwise the award lapses for both referrer and referred customer; and
  - offers will be credited only if the referred Account is approved. The Offer must be claimed within 30 days through the platform.
- 3.4. There is no limit on the number of referred customers a referrer may invite.

- 3.5. The maximum value of stocks that either the referee or the referred is limited to is €250 per year.
- 3.6. The stock will be credited to the enrolled account within approximately one (1) week after the Offer is claimed by the referee, however this may be affected by any violation of these Terms and Conditions, and/or any technical issues or faults that may affect the Platform.

### **3.7. LIMITATIONS OF THE OFFER**

- 3.8. The Offer is not transferable, saleable or valid in conjunction with other offers that may be available from time to time.
- 3.9. If the referred customer closes his/her account before the free share is awarded, neither the referrer nor referred customers are eligible for a free share.
- 3.10. The Offer is only available to German Clients for both the referee and referrer.
- 3.11. The stock Offer will expire after a period of 30 (thirty) days.
- 3.12. The Company reserves the right to increase the minimum funding amount from €20 (twenty euros) at any time and without prior notice.
- 3.13. The Company may at its sole discretion refuse to accept an Order or proceed with an Order that the Company has accepted (including but not limited to situations where the Company is unable to execute the Client's Order due to restrictions with executing brokers or other third parties, trading venues or unusual market conditions). The Company will make all reasonable efforts to facilitate sales and to notify the Client in writing unless the Company is prevented from doing so by law.

## **4. PROHIBITIONS**

- 4.1. Should the Company detect fraud, or any manipulation of the Offer rules or abuse of the Offer, it reserves the absolute right to suspend the Client from the current Offer, and/or to claw back the stocks or any related dollar proceedings and/or terminate any Accounts maintained with the Company.
- 4.2. Promoting the referral code/link through a public site or domain is prohibited. Such activity will be considered as abuse of the referral programme. Referrers and referred friends who have used a publicised link available on a public site or domain for taking part in the promotion will be suspended from the Offer and will not be classified as eligible candidates.

- 4.3. The Company does not allow any customer to self-invite through the use of multiple accounts. If such activity is detected, all referrals to the Offer will be cancelled.
- 4.4. The Company may consequently initiate the termination of the Agreement with the Client and close the Client's account without providing advance notice in the event any infringement of these terms and conditions has been detected.
- 4.5. The Company shall not be permitted to provide information about another Client's account or application status.
- 4.6. The Company has received no benefit or reward at any point in time from the companies whose shares have been included in the inventory for the purpose of this stock Offer.

## **5. AVAILABLE INSTRUMENTS**

- 5.1. The table showing the instruments that are available as part of the promotion is available on our website. These instruments may be altered or amended at any time.
- 5.2. The stock Offer consists of one share selected at random from the above table, when the criteria in section 3.4 is fulfilled.
- 5.3. The Company purchases the shares held in its inventory for this Offer based on a pre-defined criteria. Among this criteria is the high market liquidation of the companies selected, which increases the probability of you liquidating your shares at any moment.
- 5.4. The share prices range between approximately €5 and €250, with the euro (€) as the Base Currency.
- 5.5. The parametrisation and dispatching criteria used in the selection process is weighted so that the probability of receiving a more expensive share is rarer. There is approximately a 95% chance of the share having a value of €5–€20, and approximately a 5% chance of the share having a value of €20–€250 at the time of purchase.

## **6. DATA PROTECTION AND CONFIDENTIALITY**

- 6.1. We do not have any obligation to disclose to you any information or take into consideration any information, either when making any decision or when it proceeds to any act on your behalf, unless otherwise agreed and stated in this Agreement and where this is imposed by the relevant Laws and

Regulations and directives in force. We do have the right, without informing you beforehand, to disclose such details of your transactions or any other such information as the Law may deem necessary in order to comply with any requirements of any person legally entitled to require such a disclosure. We will handle all of the Client's personal data according to the relevant Laws and Regulations for the protection of Personal Data. For more information, please refer to the Company's Privacy Policy.

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