Deposit Bonus Policy

Digital Smart LLC (**Company**) may offer, from time to time, at its sole and absolute discretion, a deposit bonus for trading purposes to its Clients, according to the rules set forth herein. This policy sets out the terms and conditions upon which the Company offers the Deposit Bonus Scheme, to which any Client can opt to participate upon its own sole discretion (**Policy**).

The Policy forms an integral part of the Company's <u>Terms and Conditions</u> (**Agreement**); Any general terms of the Agreement shall apply to the present Policy, except where explicitly excluded.

By accepting the Agreement and by undergoing the Activation process, the Client is hereby deemed as having accepted this Policy, and thereupon the Client confirms that he/she is aware, has read and understands the rules and criteria applicable to the Deposit Bonus scheme under the Policy and available on the platform. Any Deposit Bonus shall be subject to this Policy.

The Company reserves the right to, at its sole discretion, and without previous notification, to modify, update and/or withdraw this Policy and/or remove the Deposit Bonus Scheme from the platform.

Individual promotions may have additional terms and conditions which will override or contribute to the terms and conditions here stated. Please check all the terms and conditions associated with the Deposit Bonus carefully before activating it. Should the terms and conditions of the individual promotions conflict with this Policy, the individual promotion terms shall prevail.

1. **Definitions**:

- 1.1. **Deposit Bonus or Bonus:** one-time value calculated in accordance with the percentages and/or method indicated via the Account.
- 1.2. **Trading Volume or Trading Turnover**: the trading volume relates only to the Related Instruments (as defined below) and the amount that must be reached is specified by the Company and/or is made available to the Client via the Account.

2. Scope, Applicability and Exclusion from Offer

- 2.1. Unless stated otherwise in the particular promotion, a Deposit Bonus is only applicable to Clients who accepted the current Policy and satisfy the conditions and requirements stated herein.
- 2.2. The Bonus will always be credited in the default currency of your Account. The maximum bonus amount that can be added to the balance is \$1000 (one thousand dollars) or the equivalent in another currency.
- 2.3. The Deposit Bonus conditions may vary according to the region of the Client.
- 2.4. The required Trading Volume that the Client will need to reach and/or satisfy in order to be eligible to make any withdrawal, including to withdraw the Bonus as real funds and/or any profits made after Activation (as defined below). The Client is not eligible to make any withdrawals of any amounts after Activation, subject to clause 3.5 and 4 of this Policy.
- 2.5. In the event that a technical misconfiguration or failure of any kind results in the incorrect amount of Bonus being credited to your Account, the Company reserves the right to rectify this by removing/debiting any incorrect Bonus

- credited and re-crediting the Bonus with the correct amount. No consent will be required from the Client in order for the Company to proceed per this clause.
- 2.6. Any breach of the Agreement, including without limitation to any indication of fraud, manipulation, Bonus arbitrage or other forms of deceitful or fraudulent activity on the part of the Client via the Account, may render the account blocked and/or the Company shall not be liable to pay any and/or all profits accrued, including any Bonus, to the Client.
- 2.7. All Bonuses shall have an expiration date for the completion of trading turnover. The expiration date will be visible in the bonus FAQ and in the bonus details menu. Withdrawals following the expiration date shall not allow the withdrawal of any bonus.
- 2.8. In the case that you are found in breach of this Policy and/or the Agreement, any Bonus will be voided in the Account. In case you managed to redeem the Bonus amount despite it being rendered void, then an equal amount will be automatically deemed as payable by the Client to the Company. The Company shall have a right to set off the relevant Bonus amount against any amounts credited to the Account at any time and without the consent of the Client.
- 2.9. The Client acknowledges and agrees that the Company reserves the right, at any time, for any reason and without justification, to cease offering Deposit Bonuses under this Policy.

3. Activation and Cancellation Requirements

- **3.1.** In order to participate in the Deposit Bonus Scheme and activate the Deposit Bonus, all following conditions and/or requirements must be met, the Client:
 - **3.1.1.** must accept the present Policy,
 - 3.1.2. must enable the Deposit Bonus button available via the Account. If the button is not activated, then this scheme will not be activated and no Bonus will be credited to the Account on the immediate next deposit of the Client

(the above referred to as the **Activation**).

- **3.2.** Subject to 3.1.1, the Deposit Bonus is calculated and credited immediately after the immediate next deposit made following Activation and the amount can be used to trade.
- **3.3.** A Client will not be eligible for Activation and therefore may be rejected by the Company in circumstances like the ones described in clause 2.6 above.
- 3.4. Following Activation, a Deposit Bonus shall be calculated against the amount of the immediate next deposit made after Activation (**Activation Deposit**). No Deposit Bonus shall be credited and/or calculated against any current Account balance or against any deposit made following the Activation Deposit.
- 3.5. **IMPORTANT:** Following Activation and credit of the Deposit Bonus, the Client will not be able to make any withdrawals (whether these may relate to deposits and/or earnings, current or future), unless (i) he/she reaches the Trading Volume and closes all open trades/positions **OR** (ii) if the Trading Volume is not reached, but the Client wishes to withdraw, then she/he must (a) close all open trades/positions and (b) Opt-out and Cancel the Activation of the Deposit Bonus Scheme (collectively (ii) to be referred to as Cancellation).
- **3.6.** The Trading Volume calculation:
 - 3.6.1. will be based only on trades executed on these instruments: <u>Blitz Options</u>, <u>Binary Options and Digital Options</u> (<u>Related Instruments</u>). Any volumes generated by trades of other instruments shall not be taken into account for the purposes of calculating the Trading Volume.
 - **3.6.2.** If at one expiration there are trades in opposite directions, then the volumes of all transactions of this expiration are not taken into account at all.
 - **3.6.3.** The trades with "equal" result (the strike price equal to the price Expiry) and trades closed using buyout / buyback option, are not counted in the calculation of the Trading Volume.
- **3.7.** Clients cannot Activate and/or use and/or combine the Deposit Bonus with any other promotional offers.

4. Withdrawals

- 4.1. The Client can Cancel the Activation of the Deposit Bonus Scheme at any time if there are no open trades. In case of a Cancellation (where Trading Volume is not met), the Company shall re-adjust the Client's balance by calculating the Client's remaining deposited funds and a proportion of the profits made by the funds deposited by the Client but will deduct the Deposit Bonus amount and any profit made out of the use of the Deposit Bonus. In other words, in case of Cancellation, the Company shall not be liable to pay the full balance of the Account as it will appear then, including without limitation the Deposit Bonus amount and/or all the profit generated by the use of the Deposit Bonus.
- 4.2. The Client shall be able to withdraw profits earned from trading in addition to the Deposit Bonus, only and when the Client successfully reaches the Trading Volume, closes all open trades and clicks on "cancel bonus" to stop using the Bonus and calculate the available withdrawal amount.
- 4.3. If the Client has not met the Trading Volume, the withdrawals shall be processed upon Cancellation of the Bonus and closure of open trades.