

OANDA TECHNICAL ANALYSIS CHARTING SOFTWARE SUBSCRIPTION REIMBURSEMENT TERMS & CONDITIONS

Last updated: March 22, 2023

The following terms and conditions apply to the rewards program described herein (the “**Promotion**”) offered to account holders of OANDA Corporation, a Delaware corporation (“**OANDA**”).

By participating in the Promotion, each participant agrees to observe and be bound by these terms and conditions and the general terms of business (including supplemental terms) that apply to their account (collectively, the “**Terms of Business**”) as well as by any relevant policy issued by OANDA from time to time (collectively, together with the Terms of Business, the “**Rewards Terms**”). OANDA reserves its absolute rights to revise and amend the Rewards Terms without prior notice. In case of disputes, the interpretations and decisions of OANDA shall be final and binding on all participants.

1. Eligibility

- 1.1 The Promotion offered hereunder is offered by OANDA alone; clients of any other entity directly or indirectly controlling, controlled by, or under direct or indirect common control with OANDA (such entities, OANDA’s “**Affiliates**”) are not eligible. For purposes of this Section 1.1, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.2 Employees of OANDA (or OANDA’s Affiliates) and their immediate family members are not eligible to participate in the Promotion. In addition, employees of any partners and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in the organization or conduct of the Promotion, as determined by OANDA, are not eligible to participate in the Promotion. The Promotion is also not open to employees of any other company engaged in direct competition with OANDA. All determinations under this paragraph shall be made by OANDA in its sole discretion.
- 1.3 OANDA clients who were introduced by an introducing broker or a third party affiliate are not eligible for the Promotion.
- 1.4 Participation in the Promotion is limited to one account per person and multiple entries are not permitted. Multiple accounts from the same household may be barred from the Promotion.
- 1.5 The Promotion is a stand-alone offer and cannot be used in conjunction with any other rebate, spread or commission reduction, promotion or similar scheme offered by OANDA unless explicitly authorized in writing by OANDA.¹
- 1.6 Joint accounts or accounts which have a power of attorney in force will not be eligible for the Promotion.
- 1.7 Only natural persons having full legal capacity and who are over eighteen (18) years of age are eligible for the Promotion.
- 1.8 To qualify for the Promotion, eligible clients will need to:
 - a. register for the Promotion through the following link: [\[https://pages.oanda.com/Advanced_Trader.html\]](https://pages.oanda.com/Advanced_Trader.html); and
 - b. meet the Minimum Trade Volume Requirement (as defined in [Section 2.1](#)) for a given calendar month by the final day of such month.
- 1.9 Anyone who meets the criteria above shall be deemed a “**Qualifying Applicant**”. The date such criteria is met is a Qualifying Applicant’s “**Qualifying Date**”. Qualifying Applicants should read these Rewards Terms carefully and reacquaint themselves with their account Terms of Business.
- 1.10 OANDA shall have the right to deny entry to the Promotion or terminate a participant’s participation in the Promotion if it reasonably believes that there has been co-operation, collusion

¹ If you are currently receiving a pricing or commission reduction affiliated with a previous offer, but would like to find out how to become eligible to participate in the Promotion, please email rm@oanda.com.

or organisation of trades from the same source, or if it reasonably believes that the Promotion is being abused in any way.

2. Mechanics of the Promotion Credit

- 2.1 A Qualifying Applicant will be eligible to receive a reimbursement for a subscription to any one (1) technical analysis charting software in the form of a monthly credit to such Qualifying Applicant's account (the "**Credit**"), subject to Section 2.3 below, if the trade volume across all of such Qualifying Applicant's accounts with OANDA meets the minimum trade volume required to qualify for a Credit, as further detailed in Schedule A (the "**Minimum Trade Volume Requirement**"). The amount of such Credit shall be calculated based on the Qualifying Applicant's trade volume for the given month, as further detailed in Schedule A. All calculations and determinations under this Section 2.1 shall be made by OANDA in its sole discretion.
- 2.2 Trades can be made in any currency pairs offered by OANDA.²
- 2.3 Qualifying Applicant must submit an invoice for the Credit applicable for a given month to their OANDA relationship manager (e-mail being sufficient) within fourteen (14) days of the last calendar day of such month. The invoice must include the following details:
 - a. full legal name;
 - b. username; and
 - c. a copy of the Qualifying Applicant's monthly invoice (or such other evidence OANDA deems sufficient, in its sole discretion) evidencing such Qualifying Applicant's subscription to one (1) technical analysis charting software.
- 2.4 OANDA shall credit the Qualifying Applicant's account with the applicable Credit within forty-five (45) days of OANDA's receipt of the Qualifying Applicant's invoice.
- 2.5 Only one Credit will be paid per Qualifying Applicant for a given calendar month. Once Qualifying Applicants receive a Credit for a given calendar month, they will not be eligible to receive any further Credit payments in respect of such calendar month.
- 2.6 The Credit does not represent a commitment to make further payments in the future.
- 2.7 A participant may use the Credit for trading purposes or be withdrawn from the Qualifying Applicant's account as a cash withdrawal.
- 2.8 If any restrictions apply to the Qualifying Applicant's account, the account will not qualify for a Credit until the restrictions have been lifted. The Qualifying Applicant's account must not be closed in order for a Credit to be credited.
- 2.9 OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with the Credit.

3. General

- 3.1 The Promotion may only be used for personal and non-commercial purposes. The Promotion registration page may only be published or distributed publicly by OANDA.
- 3.2 By submitting their details and particulars to the Promotion, Qualifying Applicants consent to OANDA using such information, and contacting them for the marketing efforts of OANDA. Qualifying Applicants must inform OANDA if they do not wish to receive such information by contacting their OANDA relationship manager.
- 3.3 Unless otherwise provided, all references to currency, monetary values and dollars set forth herein (including Schedule A) shall mean United States dollars or the equivalent value in another currency. Such equivalent value shall be determined by OANDA at its sole and absolute discretion.
- 3.4 OANDA reserves the right, at its discretion, at any time, without notice or assigning any reason therefore, to provide the Credit in the same currency as the deposited funds.
- 3.5 If OANDA subsequently discovers that a participant is in fact not eligible to participate in the Promotion, OANDA may at its discretion reclaim the account credit. No individual shall be entitled to any payment or compensation from OANDA should any account credit be reclaimed.

² Please note: Different currency pairs will have different notional values. The value of the trade is determined by the exchange rate between the base currency of a pair and the Qualifying Applicant's account currency.

- 3.6 In the event any deposit by a participant is cancelled, clawed or charged back, returned from the bank for insufficient funds, fraud, or any other reason, the Qualifying Applicant will become ineligible for a Credit and OANDA has the right to reclaim and remove withdraw any Credit deposited to an account under the Promotion. OANDA reserves the right at in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process, the operation of the Promotion, or breaches the Rewards Terms.
- 3.7 OANDA shall not be liable to any account holder or any other persons for any loss, taxes or damage arising in connection with the Promotion, including without limitation, any error, technical malfunction of the internet or OANDA's trading platform, or any breakdown or malfunctions in any computer system, mobile application, downloadable software, or equipment including that of a Qualifying Applicant.
- 3.8 The decision of OANDA on all matters relating to the Promotion shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Promotion. No correspondence(s) will be entered into.
- 3.9 OANDA reserves the right to cancel, revoke or withdraw the Promotion at any time in case of any suspected abuse of the Promotion by a participant.
- 3.10 OANDA may at any time at in its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, or delete, vary, supplement, amend, restrict, withdraw or modify any one or more of these Rewards Terms in such manner as OANDA shall think fit, including without limitation, the eligibility of any client, the bases and methods of identification of Qualifying Applicants and any dates in connection with the Promotion. Modifications and/or exceptions to these Rewards Terms are at OANDA's sole discretion, and its decision is final. OANDA is the sole arbiter of these Rewards Terms and any other issue arising under the Promotion.
- 3.11 OANDA shall not, to the extent permitted by law, be liable for any claims, costs, expenses, losses or damages suffered by any person as a result of the Promotion and the Rewards Terms.
- 3.12 Any dispute or situation not covered by these Rewards Terms will be resolved by OANDA's management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all parties. No correspondence will be entered into.
- 3.13 The Rewards Terms are governed by the laws of the State of New York.
- 3.14 If any term of these Rewards Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted.
- 3.15 If these Rewards Terms are translated into a language other than English, then the English version of the Rewards Terms shall prevail where there is an inconsistency.
- 3.16 Each Qualifying Applicant who successfully takes part in the Promotion is responsible for any and all taxes payable (if any) as a result of the deposit of the Credit to their account, and therefore all Qualifying Applicants should consult their tax advisers concerning the reporting of Credit payments.

Risk Warning: Leveraged trading in foreign currency contracts or other off-exchange products on margin carries a high level of risk and may not be suitable for everyone. We advise you to carefully consider whether trading is appropriate for you in light of your personal circumstances. You may lose more than you invest. Information on this website is general in nature. We recommend that you seek independent financial advice and ensure you fully understand the risks involved before trading. Trading through an online platform carries additional risks. Refer to our website's legal section.

OANDA Corporation is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer with the Commodity Futures Trading Commission and is a member of the National Futures Association, No: 0325821.

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Schedule A

	Tier 1	Tier 2	Tier 5
Trade Volume for First Three (3) Calendar Months From Qualifying Date ³	\$200,000 up to \$299,999.99	\$300,000 up to \$699,999.99	\$700,000 and above
Trade Volume Starting with Forth Calendar Month From Qualifying Date	\$400,000 up to \$599,999.99	\$600,000 up to \$1,399,999.99	\$1,400,000 and above
Technical Analysis Software Credit Amount	\$15	\$30	\$60

³ For avoidance of doubt, the first three (3) calendar months from the Qualifying Date shall include the calendar month in which the Qualifying Date falls.