



## **Terms and Conditions** **of 'Protected First Copy Trade' Offering**

This 'Protected First Copy Trade' Offering is offered by NAGA Capital Ltd, a limited liability company incorporated and registered under the laws of the Republic of Seychelles, with Registration Number 8422455-1, and having its registered address at Suite 3, Jivan's Complex, Global Village, Mont Fleuri, Mahe, Seychelles (hereinafter referred to as 'Naga' and/or the 'Company' and/or 'we' and/or 'our' and/or 'us').

The Client acknowledges, confirms, declares and agrees that by accepting these Terms and Conditions, he/she enters into a legally binding agreement with the Company in relation to the Company's 'Protected First Copy Trade' Offering.

The Client also acknowledges, confirms, declares and agrees that all the remaining and relevant Legal Documents of the Company, as may be found on the Company's website at [www.naga.com/en](http://www.naga.com/en) (the 'Legal Documents', as amended from time to time by the Company, in accordance to its sole and absolute discretion), have also been read, acknowledged and agreed to. The Client further acknowledges, confirms, declares and agrees that these Terms and Conditions (as amended from time to time by the Company, in accordance with its sole and absolute discretion) are supplementary to the Legal Documents, and that the Legal Documents shall be read in conjunction with these Terms and Conditions.

This 'Protected First Copy Trade' Offering is valid and effective for the period specified in clause 3.7. below, and it may be suspended and/or terminated and/or amended at any time, and at the sole and absolute discretion of the Company.

### **1. Introduction**

- 1.1. These Terms govern the 'Protected First Copy Trade' Offering that is organized by the Company, in the context of which, each Client of the Company may be eligible to receive.
- 1.2. New and Existing clients of the Company are eligible to participate in the 'Protected First Copy Trade' Offering, subject to the eligibility criteria set out in clause 4 below.

### **2. Definitions/Interpretations**

**'Protected First Copy Trade'** Offering means the current offer of protected first closed copy trade, which is intended to promote NAGA Capital Ltd and is subject to the conditions set out in clause 3 below.

**'Client Agreement'** means the agreement which governs the provision of investment and/or



ancillary services to you by the Company, as concluded between you and the Company upon your successful onboarding with, and verification by, the Company;

**‘Offering Period’** means the period during which the offer will be valid, and which is set within clause 3.7. of the Terms;

**‘Terms and Conditions’** means these terms and conditions, which govern the Company’s ‘Protected First Copy Trade’ Offering.

**‘You’, ‘Client’, ‘Participant’** means the new or existing client of the Company who meets all the conditions that are indicated in clause 4.1 of these Terms;

**‘Selected Countries’** means countries that the Company may offer cross-border services to, in accordance with the Company’s Financial Services Authority Seychelles (FSA) license.

### **3. About the Offering**

- 3.1. The offering of Protected First Copy Trade of these Terms and Conditions is only available during the Offering Period, as specified in clause 3.7.
- 3.2. The Client acknowledges, understands and agrees that in the context of their participation in the Protected First Copy Trade Offering, as identified in these Terms and Conditions such Client will be entitled to reimbursement on the first closed copied trade if resulted in a loss, up to a maximum amount of 50 EUR. In the event that the first closed copied trade results in loss, the corresponding amount up to a maximum of 50 EUR shall be reimbursed to the Client.
- 3.3. Any subsequent copied trades executed by the Client after the first closed copy trade shall not be subject to the Protected First Copy Trade Offering and shall not qualify for any reimbursement or protection under these Terms and Conditions.
- 3.4. The Client acknowledges and agrees that it is the Client’s sole and exclusive responsibility to monitor the copied position(s) and to implement any risk-mitigation measures, including the use of stop-loss orders. The Company shall not be liable for any losses exceeding the maximum reimbursable amount of 50 EUR.
- 3.5. The Client acknowledges that all remaining fees such as the currency conversion fee which is applied based on the spread of the currency pair at the time of trade performance fees, any tax-related charges, inactivity fees and any other fee applicable to copy trading services will still apply. Fees or charges related to the opening or execution of the Protected First Copy Trade are not subject to reimbursement. Please refer to the Company’s Client Agreement and Costs and Charges Policy, along with the rest of the Legal Documents, as available on the Company’s [website](https://www.naga.com/en).



- 3.6. The Protected First Copy Trade Offering applies to both Retail and Professional Clients (as defined in the Company's Client Classification Policy), excluding clients that are classified as Eligible Counterparties.
- 3.7. The Offering Period of these Terms and Conditions is valid and effective from the date of its publication on the Company's website [www.naga.com/en](http://www.naga.com/en) until 28/02/2026, 23:59 GMT considering that the Client was eligible for Protected First Copy Trade Offering.

#### **4. Eligibility**

- 4.1. To be eligible to participate in the Protected First Copy Trade Offering of these Terms and Conditions, you must be a new or an existing client of the Company who has not previously made any deposit, permanently resides in any of the jurisdictions that the Company is allowed to offer its services, and who, during the Offering Period, has proceeded with the conditions described below:
- (A) Successfully registers or has already registered an account with the Company, and;
  - (B) Successfully onboards/onboarded with, and is verified by, the Company, in accordance with the Company's onboarding requirements, and;
  - (C) Successfully activates/activated the copy trading feature with the Company and;
  - (D) Makes the first funding within the campaign promotion period with a minimum deposit of 100 EUR.
- 4.2. Any participant who does not meet or partially meets the eligibility requirements of the present Terms and Conditions shall not be eligible to receive the Protected First Copy Trade Offering.

#### **5. Reward Allocation**

- 5.1. Provided that all eligibility requirements of these Terms and Conditions are met and as long that these Terms and Conditions are active, you shall be entitled to the Protected First Copy Trade Offering only on the first closed copied trade if resulted in a loss, up to a maximum amount of 50 EUR. In the event that the first closed copied trade results in loss, the corresponding amount up to a maximum of 50 EUR shall be reimbursed to the Client.
- 5.2. All eligible participants under these Terms are free to refuse the Protected First Copy Trade Offering within 24 hours from receipt. They can do that by contacting us at [support.sc@naga.com](mailto:support.sc@naga.com).
- 5.3. If the Client has any query and/or requires assistance in relation to the Protected First Copy Trade Offering, he/she may contact us at [support.sc@naga.com](mailto:support.sc@naga.com).
- 5.4. If the Client has any complaints in relation to the Protected First Copy Trade Offering, he/she may submit such a complaint at [complaints.sc@naga.com](mailto:complaints.sc@naga.com), and each such complaint shall be handled pursuant to the Complaint Handling Policy of the Company.



## **6. Disqualification**

- 6.1. A participant in these Terms and Conditions is not entitled to receive the Protected First Copy Trade Offering, if he/she does any of the following, including but not limited to:
- a) violate, manipulate or not abide by any of the Terms and Conditions or any of our applicable Legal Documents agreed upon during onboarding.
- 6.2. If the Company believes that you have engaged in any fraud or material abuse or are engaged in any activity that may harm the Company's reputation, the Company may, at its sole discretion, take any actions we see fit in with the circumstances.

## **7. Miscellaneous**

- 7.1. By participating in the Protected First Copy Trade Offering, the participant acknowledges and consents to abide by the present Terms and Conditions.
- 7.2. Participation in the Protected First Copy Trade Offering of these Terms and Conditions does not constitute any form of partnership, association or joint venture between the Participants and the Company.
- 7.3. We may, at our sole discretion, suspend, terminate or amend these Terms and Conditions without prior notice. Should we elect to provide you with notice as to either of the above events, such notice will be in writing, and the respective mandate thereof shall become effective on the date displayed in such written notice, or, if no date is specified in the said notice, immediately. It is hereby clarified that the Company shall not be liable for any consequences of any suspension, termination or change of these Terms.
- 7.4. The Client acknowledges that where the Company has any suspicion of any form of arbitrage, abuse, fraud, manipulation, cash-back arbitrage connected to the Client's account(s) or any other forms of deceitful or fraudulent activity, then the Company reserves the right, at its sole discretion, to, indicatively, but not exhaustively:
- Close/suspend all of the Client's accounts with the Company.
  - Void and/or withhold any payment that may be due to the Client.
  - Disqualify the Client from the Protected First Copy Trade Offering and/or any other scheme and/or campaign of the Company with immediate effect.
  - Terminate Client's account.
- 7.5. The Client hereby acknowledges, confirms and understands that where any of the circumstances mentioned in Clause 7 of these Terms and Conditions take place, the Company will not be liable for any consequences in relation to the cancellations and/or withholds and/or to any potential damage that may be caused by the above, including, but not limited to, order(s) closure by stop out.



- 7.6. Nothing in these Terms and Conditions, or in any other promotional material, will be viewed as provision of investment advice, investment recommendation, portfolio management or any other form of discretionary service. Moreover, the Client understands and agrees that past performance is neither a reliable indicator nor a guarantee of any future results or returns.
- 7.7. The Terms and Conditions are published on our website in English. Any translation is a courtesy translation only.
- 7.8. We cannot provide information about another participant's account or application status due to privacy reasons.
- 7.9. Each participant is solely responsible for any tax implications of the present Protected First Copy Trade Offering these Terms and Conditions. We take no responsibility for any tax related to the Protected First Copy Trade Offering and/or the Instrument traded by the Client (either in whole or in part).
- 7.10. By participating in the Protected First Copy Trade Offering, you consent to the processing of your personal data, which personal data will be collected and used by the Company and/or any related and/or affiliated and/or contracted (with the Company) companies through automated and/or non-automated means. In addition, you acknowledge and agree that your personal data will be retained and used in accordance with the Company's privacy policy, a copy of which will, at all times, be available on the Company's website.
- 7.11. The Company shall not be liable for any delay in performing or failure to perform any of its rights under these Terms.
- 7.12. Neither the Company nor any affiliated and/or related (with the Company) company/ies shall be liable for any damages and/or losses and/or tax implications and/or any damages and/or losses and/or implications of any nature, that may or will be suffered by you.
- 7.13. Headings inserted in these Terms and Conditions are used for ease of reference only and shall not affect the interpretation thereof.
- 7.14. No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 7.15. If any term and/or condition and/or provision of these Terms and Conditions shall be held or made invalid by a court decision, the remainder of the Terms shall not be affected thereby.
- 7.16. In case of any inconsistencies between the subject matter of these Terms and Conditions and the Client Agreement, these Terms and Conditions shall prevail.



- 7.17. All capitalized words and phrases used and not defined in these Terms and Conditions shall have the same meaning as defined in our Client Agreement.
- 7.18. Neither the Company nor any related and/or affiliated and/or contracted (with the Company) companies shall be liable for technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any combination thereof, including any injury or damage to you in the context of your participation in the Protected First Copy Trade Offering.
- 7.19. The Company cannot be held responsible for any action and/or omission of the Client and/or the failure of the Client to monitor and/or review any notification(s) and/or announcement(s) that may be provided by the Company, either via the Company's website and/or via email.
- 7.20. These Terms shall be governed by and construed in accordance with the applicable laws of Financial Services Authority Seychelles (FSA). In addition, in the event of a dispute, such dispute shall be submitted to the exclusive jurisdiction of the courts in Seychelles, which will have exclusive jurisdiction to adjudicate on such dispute.