



## **Terms and Conditions**

### **of Mike Copy Trading Campaign – Waive of Fixed Fee**

This Mike Copy Trading Campaign – Waive of Fixed Fee (the ‘Mike Copy Trading Campaign – Waive of Fixed Fee’ and/or ‘Waive of Fixed Fee’) 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 Mike Copy Trading Campaign – Waive of Fixed Fee.

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 to 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 ‘Mike Copy Trading Campaign-Waive of Fixed Fee’ is valid and effective from the date of its publication to the Company’s website [www.naga.com/en](http://www.naga.com/en) and it may be suspended and/or terminated and/or amended at any time and at the sole discretion of the Company.

#### **1. Introduction**

1.1 These Terms govern the Copy Trading ‘Waive of Fixed Fee’ 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 Copy Trading ‘Waive of Fixed Fee’.



## 2. Definitions/Interpretations

**‘Waive of Fixed Fee’** means the current offer of free-copy trading with no fixed fee (i.e., “Waive of Fixed Fee”), which is intended to promote NAGA Capital Ltd;

**‘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 3.5 of the Terms;

**‘Terms and Conditions’** means these terms and conditions, which govern the Company’s Mike Copy Trading Campaign – Waive of Fixed Fee.

**‘You’, ‘Client’, ‘Participant’** means the new 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 to the Company’s Financial Services Authority Seychelles (FSA) license.

## 3. About the Offering

3.1 The offering of the Waive of Fixed Fee of these Terms and Conditions is only available during the Offering Period, as specified in point 3.5.

3.2 The Client acknowledges, understands and agrees that in the context of their participation in the Waive of Fixed Fee, as identified in these Terms and Conditions such Client will be entitled to free copy trading with the Company without the Company charging the fixed fee of €0.99.

3.3 The Client acknowledges that all remaining fees such as performance fees, inactivity fees and any other fee applicable to copy trading, will still apply. 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.

3.4 The Waive of Fixed Fee applies to both Retail and Professional Clients (as defined in the Company’s Client Classification Policy), excluding clients that are classified as Eligible Counterparties.



3.5 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) and it may be suspended and/or terminated and/or amended at any time and at the sole discretion of the Company.

#### **4. Eligibility**

4.1 To be eligible to participate in the Waive of Fixed Fee of these Terms and Conditions, you must be a new or an existing client of the Company who permanently resides in any of the jurisdiction 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 had 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.

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 Waive of Fixed Fee.

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

5.1 Provided that all eligibility requirements of these Terms and Conditions are met and for as long that these Terms and Conditions are active, you shall receive the copy-trading Waive of Fixed Fee to all your transactions.

5.2 If the Client has any query and/or requires assistance in relation to the Waive of Fixed Fee, he/she may contact us at [support.sc@naga.com](mailto:support.sc@naga.com).

5.3 If the Client has any complaints in relation to the Waive of Fixed Fee, 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 to these Terms and Conditions is not entitled to receive the Waive of Fixed Fee, 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 the circumstances.

## **7. Miscellaneous**

- 7.1. By participating in the copy-trading, the participant acknowledges and consents to abide by the present Terms and Conditions.
- 7.2. Participation in the copy-trading Waive of Fixed Fee 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 copy-trading Waive of Fixed Fee and/or any other scheme and/or campaign of the Company with immediate effect.
- 7.5. Terminate Client's account.
- 7.6. 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.



- 7.7. 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.
- 7.8. The Terms and Conditions are published on our website in English. Any translation is a courtesy translation only.
- 7.9. We cannot provide information about another participant's account or application status due to privacy reasons.
- 7.10. Each participant is solely responsible for any tax implications of the present copy-trading Waive of Fixed Fee under these Terms and Conditions. We take no responsibility for any tax related to the copy-trading Waive of Fixed Fee and/or the Instrument traded by the Client (either in whole or in part).
- 7.11. By participating in the copy-trading, 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 which will, at all times, be available on the Company's website.
- 7.12. The Company shall not be liable for any delay in performing or failure to perform any of its rights under these Terms.
- 7.13. 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.
- 7.14. Headings inserted in these Terms and Conditions are used for ease of reference only and shall not affect the interpretation thereof.
- 7.15. 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.



- 7.16. 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.
- 7.17. In case of any inconsistencies between the subject matter of these Terms and Conditions and the Client Agreement, these Terms and Conditions shall prevail.
- 7.18. 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.
- 7.19. 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 copy-trading Waive of Fixed Fee.
- 7.20. 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.
- 7.21. 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.