



## **Terms and Conditions of Refer a Friend Campaign**

This Refer a Friend Campaign (hereafter referred to as the “**RF**” campaign) is offered by NAGA Capital Ltd (hereinafter referred to as “**NAGA**” or “**Company**”), 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 the “**Company**” and/or “**NAGA**”). NAGA Capital Ltd is authorised and regulated by the Financial Services Authority Seychelles (FSA) under licence No. SD026.

The Client acknowledges, confirms, declares and agrees that by accepting these Terms of the Campaign as contained herein, he/she enters into a legally binding agreement with the Company in relation to the Campaign.

The Client also acknowledges, confirms, declares and agrees that all the remaining Legal Documents of the Company, as may be found on the Company’s website at [www.naga.com/en](http://www.naga.com/en) have been also read, acknowledged and agreed to. The Client acknowledges, confirms, declares and agrees that the content of the Legal Documents govern the Campaign and that these Terms for the Campaign should be read in conjunction with the Legal Documents, as these may be found on the Company’s official website at [www.naga.com/en](http://www.naga.com/en) and may be amended from time to time.

This Campaign is valid and effective, following 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 RF Campaign that is organized by the Company, in the context of which, each Client of Naga Capital Ltd may be eligible to earn a Free Share.
- 1.2. The Campaign applies to the Company’s Clients who hold a Real Shares account.
- 1.3. Without limiting the generality of the foregoing, CFD accounts are explicitly excluded from the scope of this Campaign.



## 2. Definitions/Interpretations

**‘Campaign’** or **‘RF Campaign’** means the current campaign presented herein, 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;

**‘CFD’** means contract for difference;

**‘Free Share(s)’** means each and any of the publicly-listed equity-based financial instruments transferred by the Company to the Participant, as a reward under the Terms, or the monetary value of such equity-based financial instruments where the Company is unable to provide the instruments. The Free Shares may be less than one (1) share and the value thereof may range from a minimum of twenty-five US Dollars (\$25) and up to one hundred US Dollars (\$100) (which will appear in the default currency of the Participant’s account). Each Free Share has a weighted probability (please refer to Clause “3.3” of the Terms for further details). Shares with a higher value will be less common. Shares are randomly allocated to the Clients in terms of value and Company;

**‘Referrer’, ‘You’, ‘Client’** means the Company’s existing Client who meets the eligibility requirements of Clause 4.1 presented herein and is considered a participant to the RF campaign;

**‘Referee’** means the new client, who has not previously held an account with the Company, is referred to the Company by the Referrer.

**‘Selected Countries’** means countries that the Company may offer cross-border services to, in accordance to the Company’s license.

## 3. About the Campaign

3.1. The Client acknowledges, understands and agrees that in the context of their participation in the Campaign, such Client will be entitled to receive up to six (6) Free Shares (as stated above, CFD accounts are explicitly excluded from the scope of this Campaign), subject to the eligibility requirements stated below.



3.2. Free Shares are randomly allocated (at the Company's sole discretion) in terms of value and company from United States/European Union markets as per the below:

Free Shares value	Probability (%)
\$25 - \$50	50%
\$51 - \$75	25%
\$76 - \$100.00	15%
More than \$100.01	10%

3.3. In the event where the Company experiences any difficulties in providing the Client with the Free Share, the Company reserves the right to provide the Client with the monetary value of such instrument instead. Such value will be booked as cash on the Client's account with the Company.

3.4. The monetary value shall be determined as of the date and time on which the reward is distributed.

#### **4. Eligibility**

4.1. To be eligible to participate in the Campaign, the Referrer must be an existing client of the Company who permanently resides in either of the Selected Countries and holds a Real Shares account.

4.2. The Referrer must successfully share the referral link via message, with up to six (6) friends.

4.3. Each friend must successfully complete the following steps in order to qualify as a Referee:

- Onboard with, and get verified by the Company, in accordance to the Company's onboarding requirements and;
- Activate a Real Shares account with the Company, and;
- Successfully register for the Company's Free Shares Campaign, and



d) Deposits an amount equivalent to, or greater than, fifty US Dollars (\$50) (the “**Minimum Deposit**”) within the Campaign Period (for the avoidance of doubt, the deposited amount is withdrawable at any time).

4.4. For each friend referred to the Company, the Referrer will receive one (1) Free Share. The Referee will also receive a Free Share.

4.5. Any Referrer or Referee who does not meet or partially meets the requirements of the present Terms and Conditions, shall not be eligible to receive the Free Share.

## **5. Reward Allocation**

5.1. The Client shall receive the Free Share within three (3) Business Days after the successful completion of the steps described above, and provided that all Terms have been met. This period may be extended at our sole discretion, subject to technical or other issues.

5.2. The Client is free to refuse the Free Share within 24 hours from receipt. The Client 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 any assistance in relation to the Campaign, 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 Campaign, he/she may submit such 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.

5.5. The Client can cancel the Free Share at the time of their allocation. The Client shall not be entitled to a new Free Share for any refused or cancelled ones. In case the Client cancels the allocation of the Free Share, he/she may contact us to review the case. If the Company finds that the cancellation was indeed unintentional, we shall remediate the situation at our sole discretion.

5.6. The Client receives the Free Share after he/she is successfully onboarded with us and has deposited the Minimum Deposit. The Free Share shall be allocated to a Real Share account where the Minimum Deposit was made first.

5.7. The monetary value of the Free Share is subject to a 30-day withdrawal suspension period (withdrawal of the amount will not be possible during this period). This does not affect in



any way any other assets that the Client may have. In case a Client has sold their Free Share at a loss (for less than it cost at the time of allocation), only the funds acquired from the sale would be subject. If a Client has received a monetary amount for a Share, this amount shall also be subject.

## **6. Disqualification**

6.1. The Client is not entitled to receive any Free Shares (or may have previously awarded ones or their monetary value reclaimed by us) if he/she does any of the following, including but not limited to:

- a) violate, manipulate or not abide by any of the Terms or any of our applicable Legal Documents agreed upon during onboarding;
- b) not logging into your Account for 3 (three) consecutive months at any time after the provision of the Free Share has been received or sold (whichever occurs the latest);
- c) You reverse any of the steps as described above;
- d) You close your Account and/or withdraw all deposited funds, immediately after the Free Share has been allocated to You.

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 Campaign, the Client acknowledges and consents to abide by the present Terms.

7.2. Participation in the Campaign does not constitute any form of partnership, association or joint venture between the Client and the Company.

7.3. We may, at our sole discretion, suspend, terminate or amend these Terms 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 any of 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:
- Withhold the Free Share.
  - 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 Campaign and/or any other scheme and/or campaign of the Company with immediate effect.
- 7.5. The Client hereby acknowledges, confirms and understands that where any of the circumstances mentioned in Clause 7.4 of the Terms 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, 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. The Company does not guarantee the performance of either of the Free Shares. 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 are published on our website in English. Any translation is a courtesy translation only.
- 7.8. We cannot provide information about any of the Client's account(s) or application status due to privacy reasons.
- 7.9. The Client is solely responsible for any tax implications of the present Campaign. We take no responsibility for any tax related to the Campaign and/or the Free Share (either in whole or in part).
- 7.10. I-f, for any reason (e.g. conflict of interest), the Client is not allowed to own a specific Free Share, the respective Participant is required to inform us in writing prior to participating in the Campaign.
- 7.11. By participating in the Campaign, 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 to 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 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 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 the Client Agreement, these Terms shall prevail.
- 7.18. All capitalized words and phrases used and not defined in these Terms 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 Campaign.



- 7.20. The Company cannot be held responsible for any action and/or omission of any 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. Free Shares are subject to limited availability, which means that even though the Client may register to the Campaign, they may not earn a Free Share due to the fact that the maximum allowable number of either or all Free Shares may have been (or may be) exhausted.
- 7.22. These Terms shall be governed by and construed in accordance with the applicable laws of the Republic of Seychelles. In addition, in the event of a dispute, such dispute shall be submitted to the exclusive jurisdiction of the courts of the Republic of Seychelles, which will have exclusive jurisdiction to adjudicate on such dispute.