

DB GENIUS CASHBACK PROMOTION AGREEMENT

Commercial Terms and Conditions

Prepared for DB Invest Limited, Seychelles

Client-Zone Acceptance Version

Agreement name	DB Genius Cashback Promotion Agreement
Company	DB Invest Limited
Jurisdiction	Seychelles
Version	1.0
Effective date	June 2026
Last updated	June 2026

Important: This document is a commercial legal template and should be reviewed and approved by Seychelles counsel and compliance before publication or client acceptance.

Table of Contents

1. Parties
 2. Purpose of the Agreement
 3. Definitions
 4. Promotion Name
 5. Acceptance and Incorporation
 6. Eligibility
 7. Excluded Clients
 8. Promotion Structure
 9. Indicative Genius Levels
 10. Cashback Rates
 11. Monthly Cashback Caps
 12. Eligible Lots
 13. Excluded Trading Activity
 14. Minimum Activity and Quality Requirements
 15. Cashback Calculation
 16. Cashback Approval
 17. Payment Timing
 18. Method of Payment
 19. Withdrawal of Cashback
 20. Status Protection
 21. Tier Downgrade
 22. Tier Upgrade
 23. Client Zone Display
 24. Marketing Communications
 25. No Investment Advice
 26. Risk Warning
 27. Responsible Trading
 28. No Guarantee of Availability
 29. Amendment Rights
 30. Suspension and Termination
 31. Reversal and Clawback
 32. Multiple Accounts
 33. Introducing Brokers, Affiliates, and Third Parties
 34. Tax Responsibility
 35. Data Processing
 36. System Errors
 37. No Transfer
 38. No Cash Alternative
 39. Language
 40. Complaints and Disputes
 41. Limitation of Liability
 42. Force Majeure
 43. Severability
 44. No Waiver
 45. Governing Law and Jurisdiction
 46. Relationship with the Client Agreement
 47. Client Acknowledgements
 48. Electronic Acceptance
 49. Recommended Client Zone Acceptance Wording
 50. Version Control
- Schedule 1. Indicative Cashback Table

Schedule 2. Examples

Schedule 3. Client-Facing Risk Notice

Schedule 4. Short Website Terms Summary

Schedule 5. Internal Compliance Notes

Appendix A. Client Zone Acceptance Implementation Copy

This DB Genius Cashback Promotion Agreement forms a binding agreement between the Client and DB Invest Limited in relation to the Client's participation in the DB Genius Cashback Promotion.

By clicking "Accept", "Join", "Activate", "Participate", or any similar confirmation button in the Client Zone, or by participating in the Promotion, the Client confirms that the Client has read, understood, accepted, and agreed to be legally bound by this Agreement, together with the Client Agreement, Terms of Business, Risk Disclosure, Order Execution Policy, Privacy Policy, and any other applicable legal documents of DB Invest Limited.

1. Parties

This Agreement is entered into between:

DB Invest Limited, a company incorporated in Seychelles, with its registered office in Seychelles, operating under the DB Invest Limited brand, hereinafter referred to as the "Company", "DB Invest", "we", "us", or "our";

and

The individual or legal entity that holds a trading account with DB Invest Limited and accepts this Agreement, hereinafter referred to as the "Client", "you", or "your".

The Company and the Client may each be referred to as a "Party" and together as the "Parties".

2. Purpose of the Agreement

The purpose of this Agreement is to set out the commercial terms, eligibility criteria, reward mechanics, exclusions, limitations, and conditions applicable to the DB Genius Cashback Promotion.

The Promotion is designed to reward eligible Clients with cashback and selected loyalty benefits based on eligible trading activity, account status, and compliance with the Company's rules.

The Promotion is a discretionary commercial loyalty initiative of DB Invest Limited. It does not alter the Client's trading rights, does not guarantee profitability, does not reduce market risk, and does not constitute investment advice, portfolio management, asset management, trading recommendation, or financial promotion targeted at unsuitable Clients.

3. Definitions

For the purpose of this Agreement, the following terms shall have the meanings set out below:

"Account" means a live trading account opened and maintained by the Client with DB Invest Limited.

"Agreement" means this DB Genius Cashback Promotion Agreement, as amended from time to time.

"Base Currency" means the currency in which the Client's trading account or wallet is denominated.

"Cashback" means a monetary loyalty reward that may be credited to an eligible Client's trading account, wallet, or rewards wallet, subject to this Agreement.

"Client Agreement" means the main customer agreement, terms of business, account opening agreement, trading terms, and any other legal documentation governing the Client's relationship with DB Invest Limited.

"Client Zone" means the secure online client portal, dashboard, or back-office area made available by DB Invest Limited to the Client.

"DB Genius Cashback Promotion" or "Promotion" means the cashback and loyalty-tier promotion described in this Agreement.

"Eligible Client" means a Client who satisfies all eligibility criteria set out in this Agreement and has not been excluded, suspended, restricted, or disqualified by the Company.

"Eligible Lots" means traded lots that qualify for cashback calculation under this Agreement after the application of all eligibility rules, exclusions, filters, risk checks, and anti-abuse controls.

"Genius Level" means the loyalty level assigned to the Client under the Promotion, including Genius Silver, Genius Gold, Genius Platinum, or Genius Black, as applicable.

"Lots" means standard trading volume measurement used by the Company for relevant financial instruments. The definition, conversion, and calculation of one lot may vary by instrument, account type, platform, liquidity provider, or product specification.

“Promotion Period” means the period during which the Promotion is active, as determined by the Company.

“Rewards Wallet” means a separate balance, wallet, ledger, or internal reporting field used to display accrued, pending, approved, rejected, or paid cashback.

“Suspicious Activity” means activity that the Company reasonably considers abusive, manipulative, artificial, non-genuine, fraudulent, suspicious, commercially abusive, inconsistent with fair use of the Promotion, or contrary to the intended purpose of the Promotion.

“Trading Month” means the monthly period used by the Company to calculate eligible trading activity and cashback. Unless otherwise stated, a Trading Month runs from 00:00 server time on the first calendar day of the month until 23:59 server time on the final calendar day of the month.

4. Promotion Name

The Promotion shall be commercially referred to as: DB Genius Cashback.

The Company may use additional marketing names, campaign names, slogans, banners, emails, push notifications, or Client Zone labels to describe the Promotion, provided that such communications remain subject to this Agreement.

5. Acceptance and Incorporation

The Client accepts this Agreement by:

- clicking an acceptance button in the Client Zone;
- activating the Promotion;
- continuing to participate in the Promotion after receiving notice of these terms;
- receiving, claiming, using, withdrawing, or attempting to benefit from cashback; or
- otherwise engaging with the Promotion in a manner recognised by the Company as acceptance.

This Agreement forms part of and supplements the Client Agreement.

In the event of a conflict between this Agreement and the Client Agreement, the Client Agreement shall prevail in respect of trading terms, execution, margin, liquidation, risk, client classification, disputes, governing law, and regulatory matters, unless the Company expressly states otherwise in writing.

6. Eligibility

Participation in the Promotion is subject to approval by the Company.

To be eligible, the Client must:

- have a live trading account with DB Invest Limited;
- have completed all required onboarding, KYC, AML, suitability, appropriateness, verification, and account approval procedures;
- be legally permitted to receive the Promotion in the Client’s country of residence or incorporation;
- not be prohibited by applicable law, regulation, internal Company policy, sanctions, or compliance restrictions;
- not be in breach of the Client Agreement or any applicable trading terms;
- not have engaged in Suspicious Activity;
- have no unresolved chargeback, payment dispute, fraud alert, abusive conduct, or compliance restriction;
- meet the required trading volume and activity conditions; and
- satisfy any other criteria published by the Company from time to time.

The Company may refuse, suspend, restrict, downgrade, or terminate a Client’s participation at any time where the Company reasonably considers it necessary for legal, regulatory, risk, commercial, operational, or compliance reasons.

7. Excluded Clients

The Promotion is not available to:

- Clients located in jurisdictions where the Promotion is restricted or prohibited;

Clients who are not eligible to trade with DB Invest Limited;
 Clients who fail KYC, AML, sanctions, risk, suitability, or appropriateness checks;
 Clients using accounts for abusive, manipulative, artificial, or non-genuine trading activity;
 employees, officers, agents, contractors, service providers, introducing brokers, affiliates, or connected persons of the Company, unless expressly approved by the Company;
 Clients who open multiple accounts for the purpose of obtaining additional cashback;
 Clients who engage in self-referral, coordinated account activity, wash trading, latency arbitrage, bonus arbitrage, or any similar activity;
 Clients whose accounts are closed, suspended, blocked, restricted, archived, or under investigation; and any Client whom the Company determines, in its sole discretion, should not participate.

8. Promotion Structure

The Promotion operates through a tiered loyalty structure.

Eligible Clients may be assigned one of the following Genius Levels:

- Genius Silver
- Genius Gold
- Genius Platinum
- Genius Black

Each Genius Level may provide different cashback rates, service benefits, operational benefits, or loyalty privileges.

The Company may display the Client's Genius Level in the Client Zone, CRM communications, monthly statements, email campaigns, trading dashboards, mobile applications, or other Company systems.

The Company may change tier names, qualification thresholds, cashback amounts, benefits, caps, or requirements at any time in accordance with this Agreement.

9. Indicative Genius Levels

Unless otherwise stated by the Company in the Client Zone or campaign materials, the indicative Genius Levels may operate as follows:

Genius Silver

The Client may qualify for Genius Silver by reaching:

- 25 Eligible Lots in a 30-day period; or
- 75 Eligible Lots in a 90-day period.

Indicative cashback: USD 2 per Eligible Lot.

Indicative benefits may include:

- monthly cashback;
- basic market updates;
- standard loyalty communications; and
- access to basic Genius status tracking.

Genius Gold

The Client may qualify for Genius Gold by reaching:

- 100 Eligible Lots in a 30-day period; or
- 300 Eligible Lots in a 90-day period.

Indicative cashback: USD 3.50 per Eligible Lot.

Indicative benefits may include:

- higher monthly cashback;
- priority client support;
- enhanced market updates;

access to selected webinars;
status protection for a defined period; and
visible progress toward Genius Platinum.

Genius Platinum

The Client may qualify for Genius Platinum by reaching:

300 Eligible Lots in a 30-day period; or
900 Eligible Lots in a 90-day period.

Indicative cashback: USD 5 per Eligible Lot.

Indicative benefits may include:

premium monthly cashback;
dedicated relationship manager access, where available;
priority operational handling;
premium education and market content;
invitation to selected VIP sessions; and
extended status protection.

Genius Black

Genius Black is an invitation-only level.

Eligibility for Genius Black may be based on:

750 or more Eligible Lots in a 30-day period;
overall account standing;
trading behaviour;
commercial relationship with the Company;
flow quality review;
risk review;
compliance approval; and
management approval.

Indicative cashback and benefits for Genius Black may be customised and communicated directly to the Client.

The Company is not obliged to grant Genius Black status to any Client, even where the Client reaches the indicative trading volume threshold.

10. Cashback Rates

Cashback rates may vary depending on:

Genius Level;
account type;
product type;
trading platform;
jurisdiction;
client classification;
trading activity;
campaign period;
commercial arrangements;
risk and compliance review; and
any other factor determined by the Company.

The Company may publish cashback rates in the Client Zone, promotional landing page, email campaign, or dedicated terms page.

Unless expressly stated otherwise, all cashback amounts are indicative, subject to verification, and payable only after approval by the Company.

11. Monthly Cashback Caps

The Company may apply monthly cashback caps.

Indicative monthly caps may be:

- Genius Silver: up to USD 500 per month;
- Genius Gold: up to USD 1,500 per month;
- Genius Platinum: up to USD 5,000 per month;
- Genius Black: custom cap, subject to approval.

The Company may increase, decrease, remove, or introduce caps at any time.

Cashback in excess of the applicable cap shall not be payable unless expressly approved by the Company in writing.

12. Eligible Lots

Only Eligible Lots shall count toward cashback.

The Company shall determine Eligible Lots based on its trading records, server data, liquidity provider data, bridge data, CRM data, back-office reports, and internal calculations.

A traded lot may be excluded from eligibility where:

- the trade is cancelled, reversed, adjusted, corrected, or voided;
- the trade is the result of error, mispricing, technical issue, latency, abnormal pricing, or system malfunction;
- the trade is generated through abusive, manipulative, artificial, coordinated, or non-genuine activity;
- the trade breaches the Client Agreement;
- the trade relates to a restricted product, restricted account, or restricted jurisdiction;
- the trade does not meet minimum holding time, minimum spread, minimum commission, minimum notional value, or other commercial thresholds;
- the trade is determined by the Company to be uneconomic, abusive, or inconsistent with the purpose of the Promotion; or
- the trade is otherwise excluded by the Company.

13. Excluded Trading Activity

The following activity shall not qualify for cashback:

- wash trading;
- self-trading;
- matched trading between related accounts;
- coordinated group trading intended to generate cashback;
- latency arbitrage;
- price feed arbitrage;
- bonus arbitrage;
- hedging across multiple accounts for the purpose of farming cashback;
- excessive short-duration trading intended primarily to generate cashback;
- trading during known technical errors or abnormal market conditions;
- trading based on platform malfunction, pricing delay, or connectivity issue;
- internal transfers that do not represent genuine trading activity;
- trades generated through unauthorised third-party account management;
- trades in breach of applicable law or Company policy;
- trades on accounts under investigation; and

any other activity determined by the Company to be abusive, artificial, manipulative, or contrary to the intended purpose of the Promotion.

14. Minimum Activity and Quality Requirements

The Company may apply minimum activity and quality requirements before cashback becomes payable. Such requirements may include:

- minimum number of active trading days;
- minimum number of closed trades;
- minimum holding period;
- minimum account balance;
- minimum deposit;
- minimum net deposit;
- minimum spread or commission contribution;
- minimum account age;
- absence of abusive flow;
- satisfactory KYC and AML status; and
- satisfactory risk and compliance review.

The Company may apply these criteria at account level, client level, wallet level, instrument level, or group level.

15. Cashback Calculation

Cashback shall be calculated using the following general formula: Eligible Lots x Applicable Cashback Rate = Gross Cashback

The final payable cashback may be reduced by:

- monthly caps;
- account restrictions;
- excluded trades;
- chargebacks;
- negative balances;
- trading corrections;
- pricing adjustments;
- platform errors;
- internal risk adjustments;
- previously overpaid cashback;
- deductions permitted under the Client Agreement; and
- any other amounts owed by the Client to the Company.

The Company's calculation shall be final and binding, except in the case of manifest error.

16. Cashback Approval

Cashback is not automatically earned upon execution of trades.

Cashback remains pending until:

- the relevant trading period has ended;
- the Company has completed its calculation;
- the Company has reviewed trading activity;
- the Company has applied exclusions and caps;
- the Company has completed compliance and risk checks; and
- the Company has approved the cashback for payment.

The Company may withhold approval where further review is required.

17. Payment Timing

Unless otherwise stated, approved cashback may be credited monthly.

The Company may credit cashback:

- during the first week of the following calendar month;
- within a reasonable period after the end of the Trading Month; or
- at such other time as the Company may determine.

The Company shall not be liable for delay caused by technical issues, reconciliation, payment checks, compliance reviews, account restrictions, force majeure, or third-party service providers.

18. Method of Payment

Approved cashback may be credited to:

- the Client's trading account;
- the Client's wallet;
- the Client's Rewards Wallet;
- a designated loyalty wallet; or
- any other account or ledger determined by the Company.

The Company may determine whether cashback is:

- withdrawable;
- tradeable only;
- subject to additional conditions;
- subject to conversion;
- subject to expiry; or
- subject to reversal.

Unless expressly stated otherwise, cashback shall be credited in USD or the equivalent amount in the Client's Base Currency using the Company's applicable conversion rate.

19. Withdrawal of Cashback

Cashback may be withdrawable only if the Company confirms that it is withdrawable.

The Company may restrict withdrawal of cashback where:

- the Client has not satisfied eligibility conditions;
- the cashback remains pending;
- the account is under review;
- the Client has breached this Agreement or the Client Agreement;
- the Company suspects Suspicious Activity;
- there is a chargeback, payment dispute, negative balance, or outstanding amount;
- withdrawal is prohibited by law, regulation, payment provider rules, or internal policy; or
- the Company reasonably determines that withdrawal should be delayed, reduced, restricted, or refused.

The Company shall not use the Promotion to prevent a Client from withdrawing available funds in accordance with the Client Agreement. However, the Company may delay, withhold, reverse, or refuse promotional cashback where permitted under this Agreement.

20. Status Protection

The Company may offer status protection to selected Clients.

Status protection means that the Client may retain a Genius Level for a defined period even if the Client's trading activity temporarily falls below the qualification threshold.

Indicative status protection periods may include:

Genius Silver: 30 days;
Genius Gold: 90 days;
Genius Platinum: 90 days or more;
Genius Black: by invitation only.

Status protection is discretionary and may be withdrawn, reduced, or modified at any time.

Status protection does not guarantee cashback payment unless all cashback eligibility criteria are satisfied.

21. Tier Downgrade

The Company may downgrade the Client's Genius Level where:

- the Client no longer meets qualification requirements;
- the status protection period expires;
- trading activity decreases;
- account quality deteriorates;
- Suspicious Activity is detected;
- the Client breaches this Agreement;
- the Client breaches the Client Agreement;
- the Client's jurisdiction becomes restricted; or
- the Company determines that downgrade is appropriate.

The Company may provide a grace period before downgrade, but is not obliged to do so.

22. Tier Upgrade

The Company may upgrade the Client's Genius Level where the Client satisfies the relevant criteria.

Tier upgrades may be:

- automatic;
- manual;
- subject to approval;
- subject to risk review;
- subject to compliance review; or
- subject to management approval.

The Company may refuse an upgrade where the Client's trading activity is inconsistent with the purpose of the Promotion.

23. Client Zone Display

The Client Zone may display:

- current Genius Level;
- estimated cashback;
- pending cashback;
- approved cashback;
- paid cashback;
- rejected cashback;
- Eligible Lots;
- lots required for the next Genius Level;
- status expiry date;
- historical cashback;
- lifetime cashback; and
- available benefits.

All figures displayed in the Client Zone are indicative until verified and approved by the Company.

The Company shall not be liable for temporary inaccuracies, display delays, system errors, data sync delays, or reporting differences in the Client Zone.

24. Marketing Communications

By participating in the Promotion, the Client acknowledges that the Company may send Promotion-related communications, including:

- level updates;
- cashback statements;
- progress reminders;
- status protection reminders;
- downgrade notices;
- upgrade notices;
- promotional banners;
- loyalty benefit updates; and
- educational or market content.

The Client may manage marketing communication preferences in accordance with the Company's policies and applicable law.

Operational, legal, risk, compliance, account, or Promotion-related notices may still be sent where necessary.

25. No Investment Advice

The Promotion does not constitute investment advice, trading advice, financial advice, portfolio management, asset management, recommendation, solicitation, inducement to trade unsuitable products, or guarantee of investment performance.

The Client remains solely responsible for all trading decisions.

The Client must consider the Client's financial situation, trading experience, risk appetite, and objectives before trading.

Cashback should not be the primary reason for opening, maintaining, increasing, or closing a trading position.

26. Risk Warning

Trading leveraged products, margin products, contracts for difference, foreign exchange, commodities, indices, shares, cryptocurrencies, or other financial instruments involves significant risk.

The Client may lose some or all of the Client's invested capital.

Cashback does not remove or reduce trading risk.

Cashback does not guarantee profit.

Cashback does not protect the Client from market losses, margin calls, liquidation, slippage, spread widening, commissions, overnight charges, or negative price movement.

The Client should trade only with funds the Client can afford to lose.

27. Responsible Trading

The Promotion is intended to reward eligible activity and loyalty. It is not intended to encourage excessive, unsuitable, irresponsible, or unaffordable trading.

The Company may restrict or exclude a Client from the Promotion where the Company reasonably believes that the Promotion may contribute to inappropriate trading behaviour or that continued participation is not in the Client's best interests.

The Company may provide educational material, risk warnings, platform tools, or account notifications to support responsible trading.

28. No Guarantee of Availability

The Company does not guarantee that the Promotion will remain available indefinitely.

The Company may:

- suspend the Promotion;
- terminate the Promotion;
- amend the Promotion;
- restrict the Promotion in certain jurisdictions;
- exclude certain products;
- exclude certain account types;
- modify cashback rates;
- modify caps;
- modify qualification thresholds;
- modify benefits; or
- replace the Promotion with another loyalty programme.

29. Amendment Rights

The Company may amend this Agreement at any time.

Amendments may be made for:

- legal reasons;
- regulatory reasons;
- compliance reasons;
- risk-management reasons;
- commercial reasons;
- operational reasons;
- system or platform reasons;
- product changes;
- liquidity provider changes; or
- abuse prevention.

The Company may notify the Client of material amendments through the Client Zone, website, email, platform notice, or any other communication method determined by the Company.

The Client's continued participation after the effective date of any amendment shall constitute acceptance of the amended Agreement.

30. Suspension and Termination

The Company may suspend or terminate the Client's participation immediately where:

- the Client breaches this Agreement;
- the Client breaches the Client Agreement;
- the Client engages in Suspicious Activity;
- the Client becomes ineligible;
- the Client fails KYC, AML, sanctions, suitability, or compliance checks;
- the account is suspended, restricted, blocked, or closed;
- the Company is required to do so by law, regulation, court order, regulator request, payment provider, bank, or internal policy;
- the Promotion is discontinued; or
- the Company determines that suspension or termination is necessary.

Upon suspension or termination, the Company may cancel, withhold, reverse, or deduct any pending, unpaid, or improperly credited cashback.

31. Reversal and Clawback

The Company may reverse, claw back, deduct, debit, cancel, or set off cashback where:

- cashback was paid in error;
- cashback was calculated incorrectly;
- the Client did not satisfy eligibility criteria;
- trades were later excluded;
- the Client engaged in Suspicious Activity;
- the Client breached this Agreement;
- the Client breached the Client Agreement;
- the Client initiated a chargeback or payment dispute;
- the Client's deposit was reversed, rejected, recalled, or cancelled;
- the Client has an outstanding debt to the Company;
- the Client's trading activity was abusive, artificial, or non-genuine; or
- reversal is required for legal, regulatory, risk, or commercial reasons.

The Client authorises the Company to deduct such amounts from any account, wallet, cashback balance, reward balance, trading balance, commission, rebate, or amount payable to the Client.

32. Multiple Accounts

Where a Client holds multiple accounts, the Company may aggregate, separate, exclude, or adjust activity across accounts for Promotion purposes.

The Company may treat accounts as connected where they are controlled by the same Client, beneficial owner, household, device, IP address, payment method, trading strategy, authorised representative, introducing broker, affiliate, or related party.

The Company may prevent multiple accounts from being used to obtain duplicate cashback.

33. Introducing Brokers, Affiliates, and Third Parties

The Promotion may not be combined with introducing broker rebates, affiliate commissions, managed account arrangements, signal provider arrangements, copy trading rebates, or other commercial arrangements unless expressly approved by the Company.

The Company may reduce or exclude cashback where the Client is already receiving another rebate, discount, commission share, spread reduction, fee reduction, or commercial incentive.

No third party has authority to amend this Agreement unless authorised in writing by the Company.

34. Tax Responsibility

The Client is solely responsible for any tax reporting, tax payment, withholding, declaration, or accounting obligation arising from cashback or participation in the Promotion.

The Company does not provide tax advice.

The Company may report, withhold, deduct, or disclose information where required by applicable law, regulation, tax authority, court, regulator, bank, payment provider, or competent authority.

35. Data Processing

The Client acknowledges that the Company may process personal data and account data for the purpose of administering the Promotion.

This may include:

- account activity;
- trading volume;
- deposits and withdrawals;
- cashback calculations;

account status;
KYC and compliance status;
Client Zone behaviour;
CRM engagement;
eligibility checks;
risk checks; and
abuse monitoring.

Data shall be processed in accordance with the Company's Privacy Policy and applicable data protection laws.

36. System Errors

In the event of a system error, reporting error, display error, calculation error, pricing error, platform error, CRM error, Client Zone error, data feed delay, or other technical issue, the Company may correct the error.

The Client shall not be entitled to cashback based on an error.

The Company's internal records shall prevail unless there is manifest error.

37. No Transfer

The Client may not transfer, assign, sell, exchange, pledge, gift, or otherwise dispose of any cashback, Genius Level, loyalty benefit, status, or Promotion right to another person.

Any attempted transfer shall be void.

38. No Cash Alternative

Unless expressly stated otherwise, benefits under the Promotion have no cash alternative and may not be exchanged for other benefits.

The Company may substitute benefits with equivalent or similar benefits at its discretion.

39. Language

This Agreement may be translated into other languages.

In case of inconsistency between the English version and any translation, the English version shall prevail.

40. Complaints and Disputes

If the Client disputes a cashback calculation, eligibility decision, tier assignment, downgrade, exclusion, reversal, or related matter, the Client must submit a written complaint to the Company within 10 business days of the relevant decision or statement.

The complaint must include:

Client name;
account number;
relevant dates;
disputed amount;
relevant trades;
supporting evidence; and
explanation of the dispute.

The Company shall review the complaint in accordance with its complaints handling procedures.

The Company's trading records, platform records, CRM records, back-office records, and risk records shall be used to determine the outcome.

41. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for:

- loss of profits;
- trading losses;
- loss of opportunity;
- loss of status;
- loss of expected cashback;
- indirect loss;
- consequential loss;
- reputational loss;
- system delays;
- platform errors;
- third-party service issues;
- payment provider delays;
- data display errors; or
- any loss arising from the Client's trading decisions.

Nothing in this Agreement excludes liability that cannot be excluded under applicable law.

42. Force Majeure

The Company shall not be liable for failure or delay in performing obligations under this Agreement due to events beyond its reasonable control, including:

- market disruption;
- extreme volatility;
- liquidity provider failure;
- technology failure;
- cyberattack;
- regulatory action;
- change in law;
- sanctions;
- banking disruption;
- payment provider failure;
- natural disaster;
- war;
- civil unrest;
- terrorism;
- pandemic;
- communication failure; or
- any other force majeure event.

43. Severability

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain valid and enforceable.

The invalid provision shall be replaced by a valid provision that most closely reflects the commercial intention of the original provision.

44. No Waiver

Any failure or delay by the Company to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other right.

A waiver shall be effective only if made in writing by the Company.

45. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws governing the Client Agreement, unless the Company expressly states otherwise.

Where the Client Agreement provides for the laws of Seychelles or the jurisdiction of Seychelles courts, the same governing law and jurisdiction shall apply to this Agreement.

Nothing in this clause limits the Company's right to take action in any jurisdiction where the Client resides, holds assets, conducts business, or where enforcement may be required.

46. Relationship with the Client Agreement

This Agreement is supplementary to the Client Agreement.

All provisions of the Client Agreement continue to apply, including provisions relating to:

- account opening;
- trading;
- order execution;
- margin;
- leverage;
- liquidation;
- client money;
- fees and charges;
- conflicts of interest;
- risk disclosures;
- complaints;
- governing law;
- jurisdiction;
- termination;
- data protection; and
- limitation of liability.

Participation in the Promotion does not amend or override the Client Agreement unless expressly stated by the Company in writing.

47. Client Acknowledgements

By accepting this Agreement, the Client acknowledges and agrees that:

- the Client has read and understood this Agreement;
- the Client has read and understood the Client Agreement and risk disclosures;
- trading involves significant risk;
- cashback does not guarantee profit;
- cashback does not reduce market risk;
- the Promotion should not be the main reason for trading;
- the Company may reject, reduce, reverse, or withhold cashback in accordance with this Agreement;
- the Company may amend, suspend, or terminate the Promotion;
- participation is subject to eligibility, risk, and compliance approval;
- the Company may exclude abusive, artificial, or non-genuine trading;

displayed cashback may be indicative until approved;
the Company's records shall be used for calculation; and
the Client remains responsible for all trading decisions.

48. Electronic Acceptance

The Client agrees that electronic acceptance of this Agreement shall have the same legal effect as a handwritten signature.

The Company may retain electronic records of acceptance, including:

- date and time of acceptance;
- Client ID;
- account number;
- IP address;
- device information;
- Client Zone logs;
- version of the Agreement accepted; and
- any related system records.

Such records shall constitute evidence of acceptance.