

# **OANDA technical analysis charting software subscription reimbursement TERMS & CONDITIONS**

These terms and conditions shall apply to the OANDA Technical Analysis Charting Software Subscription Reimbursement (the "**Promotion**") which is offered to account holders (subject to eligibility criteria set forth below) of OANDA Corporation, a Delaware corporation having its principal place of business in New York, NY, and of OANDA (Canada) Corporation ULC, incorporated in Alberta with its principal place of business in Toronto, Canada (together, "**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 (together with the Terms of Business, the "**Promotion Terms**"). OANDA reserves its absolute right to revise and amend these Promotion 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 is offered to both new and existing account holders.
- 1.2 The Promotion is offered by OANDA Corporation and OANDA (Canada) Corporation ULC and is only open to account holders of either of these two entities; clients of any other entity directly or indirectly controlling, controlled by, or under direct or indirect common control with, OANDA (such entities, "**OANDA Group Affiliates**") are not eligible. For purposes of this paragraph, the term "control" (including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with"), as applied to any entity, shall mean 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.
- 1.3 Employees of OANDA and OANDA Group Affiliates and their immediate family members shall not be 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 shall not be eligible to participate in the Promotion. This 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 and absolute discretion.
- 1.4 OANDA clients who were introduced by an introducing broker or a third-party affiliate shall not be eligible to participate in the Promotion.
- 1.5 This Promotion is a stand-alone offer and cannot be used in conjunction with the Elite Trader Program (Premium account offering) or any other rebate, spread or commission reduction,[1] promotion, or

similar offering of OANDA, unless explicitly authorized in writing by OANDA.

- 1.6 Participation in the Promotion is limited to one account per person and per household and no multiple entries will be permitted. Multiple accounts from the same household, including any household member who previously received a welcome bonus or similar promotion from OANDA, will be barred from the Promotion<sup>[JB1]</sup> <sup>[SP2]</sup>.
- 1.7 Joint accounts or accounts that have a power of attorney in force authorizing one or more third parties to trade on an account holder's behalf are not eligible for the Promotion.
- 1.8 Only natural persons over eighteen (18) years of age and with full legal capacity are eligible for this Promotion.
- 1.9 All eligibility requirements set forth under this paragraph 1 shall be subject to review by OANDA and any determination shall be made by OANDA in its sole and absolute discretion.

## 2. Promotion Timing

The Promotion begins on the 12th of March 2024 (the "**Promotion Start Date**") and ends on 12th of June 2024 (the "**Promotion End Date**"). The OANDA system used to record the time of trade execution is the official method for determining timing of the period from Promotion Start Date to Promotion End Date (the "**Promotion Period**").

## 3. Entry Requirements

- 3.1 To qualify for the Promotion, an account holder must meet the eligibility requirements under paragraph 1 and the timing requirements under paragraph 2, and must complete all of the tasks listed below:
  - a) register for the Promotion through:  
<https://join.oanda.com/us-en/trading-view-pro-package>  
and  
<https://join.oanda.com/ca-en/trading-view-pro-package>
  - b) meet the Minimum Notional Trade Volume Requirements (set forth in paragraph 3.2) for a given calendar month prior to final day of the month.
- 3.2 The "Minimum Notional Trade Volume Requirements" are as follows: One or more trades (subject to potential risk of loss) must be executed by the account holder in an amount of at least the Minimum Notional Trade Volume ("**MNTV**") for any of the Tier 1, Tier 2 or Tier 3 Promotion Entry Level (as set forth in paragraph 4.1) for each month during the stated

interval period (i.e., the first through third month and the fourth through sixth month).

- 3.3 An account holder who meets the requirements of paragraphs 3.1, and 3.2 shall be deemed a **“Qualifying Applicant”**.

**QUALIFYING APPLICANTS SHOULD READ THESE PROMOTION TERMS CAREFULLY INCLUDING THE TERMS OF BUSINESS APPLICABLE TO THEIR ACCOUNT, PRIOR TO ACCEPTING ANY CREDIT (AS SET FORTH IN PARAGRAPAH 4).**

- 3.4 OANDA expects that all entrants will participate in its bonuses, credits and other promotional offerings fairly so that our other customers may also enjoy OANDA's services. Therefore, this Promotion is subject to a fair use policy and consequently OANDA has the right to withhold the benefits of the Promotion or terminate a Qualifying Applicant's participation in the Promotion if it has reasonable belief that there has been unfair or abusive conduct in breach of the Promotion Terms. Examples of conduct that will be considered unfair or abusive include, without limitation:
- a) co-operation, collusion or organization of trades from the same source;
  - b) using minimal stop-loss or take-profit levels for the sole purpose of meeting the Minimum Notional Trade Volume Requirements set forth in paragraph 3.2;
  - c) obviating the eligibility requirements of paragraph 1;
  - d) concealing one's country of residence in order to access a promotion or bonus that is not available in the entrant's country of residence; and
  - e) any sharing of this Promotion via email, social media etc. with unintended recipients outside of authorized promotional distribution channels.
- 3.5 All determinations under this paragraph 3 shall be made by OANDA in its sole and absolute discretion.

## **4. Mechanics of the Promotion**

- 4.1 A Qualifying Applicant will be eligible to receive a credit to reimburse the cost of any one (1) technical analysis charting software subscription (a **“Credit”**) if the Minimum Notional Trade Volume Requirements (across all of such Qualifying Applicant's live accounts with OANDA) are met each calendar month for the relevant Interval Period and for the corresponding Promotion Entry Level (Tier 1, Tier 2 or Tier 3) as set forth below. All calculations and determinations under this paragraph

shall be made by OANDA in its sole and absolute discretion. All amounts are in USD or the equivalent value (as determined by OANDA in its sole and absolute discretion) depending on the nominated currency of the Qualifying Applicant's OANDA account:

Promotion Entry Level	Interval Period	MNTV (USD) Per Interval	Credit (USD)
Tier 1	From the commencement of the promotion until the expiration date	\$150,000.00	\$ 15.00
Tier 2	From the commencement of the promotion until the expiration date	\$300,000.00	\$ 30.00
Tier 3	From the commencement of the promotion until the expiration date	\$600,000.00	\$60.00

4.2 Trades can be made in any currency pairs offered by OANDA and, for purposes of determining the MNTV, different currency pairs will have different notional values. For example, one (1) lot (i.e., 100,000 units) of EUR/USD will have a notional value of approximately USD 117,000 to open and approximately USD 117,000 to close; thus, a "roundtrip" of one (1) lot of EUR/USD will have a notional trade volume of approximately USD 234,000. Note: The value of the trade is determined by the exchange rate between the base currency of a currency pair and the nominated currency of the Qualifying Applicant's OANDA account.

4.3 The Qualifying Applicant must email an invoice for the Credit to their OANDA relationship manager or send an email to [rm@oanda.com](mailto:rm@oanda.com)<sup>[SP5]</sup> within fifteen (15) days after the end of the calendar month in which the Qualifying Applicant met the Minimum Notional Trade Volume

Requirements set forth in paragraph 3.2. The invoice<sup>[SP6]</sup> must include the following details:

- a. Full legal name of the Qualifying Applicant;
- b. Username of the Qualifying Applicant; 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 subscription.

4.4 The Credit corresponding to the Qualifying Applicants Promotion Entry Level (as provided in paragraph 4.1 hereof) will be credited to the Qualifying Applicant's OANDA account within forty-five (45) days after OANDA's receipt of such Qualifying Applicant's invoice via email.

4.5 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.

4.6 The Credit is non-transferable, and no cash alternative is available. No transfer, assignment or substitution of the Credit by Qualifying Applicants is permitted.

4.7 If any restrictions apply to the Qualifying Applicant's OANDA account, the Qualifying Applicant will not receive a Credit until the restrictions have been lifted.

4.8 The Qualifying Applicant's account must remain open in order for a Credit to be credited.

4.9 OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with any amount credited as a Credit.

## 5. General

5.1 This Promotion is solely for personal purposes and any commercial use is strictly prohibited. The Promotion registration page on any designated website is intended for eligible clients of OANDA and may only be published or distributed publicly by OANDA.

5.2 By submitting their details and particulars to this Promotion, Qualifying Applicants consent to OANDA using such information and contacting them for the marketing efforts of OANDA and/or its sponsor(s). Qualifying Applicants must inform OANDA if they do not wish to receive such information by contacting OANDA's Customer Service Team.

5.3 OANDA reserves the right, at its sole and absolute discretion and at any time without notice or assigning any reason therefor, to make the Credit payment in the same currency as the one that the Qualifying Applicant used to fund their Initial Deposit Amount.

5.4 OANDA reserves the right to review a Qualifying Applicant's eligibility to participate in the Promotion (see paragraph 1.9). If OANDA

determines, in its sole and absolute discretion, that the Qualifying Applicant has breached the Promotion Terms, OANDA may reverse any Bonus credited to the Qualifying Applicant's account. In such cases, a Qualifying Applicant shall not be entitled to any payment or compensation from OANDA for any Credit that has been forfeited or reclaimed under this paragraph 5.4.

- 5.5 OANDA reserves the right in its sole and absolute discretion to disqualify any individual that tampers or attempts to tamper with the entry process, the operation of the Promotion, or breaches the Promotion Terms (which includes any applicable account Terms of Business).
- 5.6 OANDA shall not be liable to any account holder or any other persons for any loss, taxes or damages 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.
- 5.7 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 and thereafter no correspondence(s) will be entered into.
- 5.8 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.
- 5.9 OANDA may at any time at its sole and absolute discretion, without notice or assigning any reason therefor, terminate this Promotion, or delete, vary, supplement, amend, restrict, withdraw or modify any one or more of these Promotion Terms in such manner as OANDA thinks 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 and the time period of the Promotion. Modifications and/or exceptions to these Promotion Terms are at OANDA's sole and absolute discretion, and its decision shall be final. OANDA is the sole arbiter of these Promotion Terms and any other issue arising under this Promotion. OANDA shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damages suffered by any person as a result of this Promotion and its Promotion Terms.
- 5.10 Any dispute or situation not covered by these Promotion 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 binding on all parties. No correspondence(s) will be entered into.
- 5.11 The Promotion Terms will be governed by the laws of the jurisdiction of the OANDA entity with which the Qualifying Applicant's account was opened (i.e., OANDA Corporation would be the laws of the State of New York and OANDA (Canada) Corporation ULC would be the laws of Canada and/or Ontario, as applicable).

- 5.12 If any term of these Promotion 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.
- 5.13 If these Promotion Terms are translated into a language other than English, then the English version of the Promotion Terms shall prevail where there is any inconsistency.
- 5.14 Each Qualifying Applicant who successfully takes part in this Promotion is responsible for any and all taxes payable (if any) as a result of the Credit to their account, and therefore all Qualifying Applicants should consult their own tax advisers concerning the reporting of any 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 at: <https://www.oanda.com/us-en/legal/> .***

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.

OANDA (Canada) Corporation ULC is regulated by the Canadian Investment Regulatory Organization (CIRO).

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[1] If you are currently receiving a spread 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](mailto:rm@oanda.com).

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