

## TERMS AND CONDITIONS 2023 100% ScaleUP Bonus

### I. INTRODUCTION

1. FRNG LTD operating under the trading name RallyTrade, is a Nigerian Company registered with the Registrar of Companies in Lagos under number 1288748, with its registered office in Fanis house, 21 Adeniyi Jones Avenue, Ikeja, Lagos, Nigeria and regulated by the Financial Commission.
2. The "2023 100% ScaleUP Bonus" Terms and Conditions is an integral part of the General Terms and Conditions and provisions set herein are considered as an annex of all General Terms and Conditions.
3. These Terms and Conditions are available for free for all visitors and Clients on RallyTrade's website address [www.rally.trade](http://www.rally.trade).

### II. CONDITIONS OF ELIGIBILITY

4. Subject of the present Terms and Conditions is RallyTrade's Clients who have satisfied the Eligibility Criteria for the offer („*Eligible Clients*") as set out in the sections following hereinafter.
5. The „2023 100% ScaleUP Bonus" may be offered by RallyTrade to Clients who open real trading account with RallyTrade, in cases where such Clients are referred to RallyTrade via specific websites, seminars and/or social network sites in the context of certain specific promotions, and/or surveys that RallyTrade may be running on such specific websites, seminars and/or social network sites.
6. RallyTrade, at its reasonable discretions, offers the „2023 100% ScaleUP Bonus" to any Client (s) who is resident of Nigeria.
7. Without limiting the foregoing, participation in the „2023 100% ScaleUP Bonus" is not allowed for persons under the age of 18.
8. Participation of „*Intermediaries/Related Parties*" in the „2023 100% ScaleUP Bonus" is prohibited. If the registration and/or trading data of a participant in „2023 100% ScaleUP Bonus" correspond with the registration and/or trading information, including but not limited to IP address, of another participant in the „2023 100% ScaleUP Bonus", Rally Trade reserves the right to regards this matching as a reason for immediate disqualification. For the purposes hereof, the term „*Intermediary (ies)/Related Party(ies)*", when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the „2023 100% ScaleUP Bonus", including, without limitation:
  - a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;

b) person or entity, whom any participant in the „2023 100% ScaleUP Bonus“, directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the „2023 100% ScaleUP Bonus“; for the purposes of this definition, the term *“control”* (including, with correlative meaning, the terms *“controlled by”* and *“under common control with”*), as used with respect to any participant in the „2023 100% ScaleUP Bonus“, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.

9. Similarly, persons associated in any matter whatsoever with RallyTrade and/or with the specific websites and/or social network sites on which RallyTrade may be running from time to time certain specific promotions, contest and/or surveys, in the context of which access to the „2023 100% ScaleUP Bonus“ is offered, are not allowed to participate in the offer

10. The „2023 100% ScaleUP Bonus“ cannot be offered to Clients that, from the moment of registering, had withdrawn a sum equal or bigger with the sum of the total deposits.

11. Only Basic and Standard types of Accounts are eligible to receive Bonus. Pro type of accounts cannot be credited with Bonus.

12. The „2023 100% ScaleUP Bonus“ is available only for existing RallyTrade clients that have activated their accounts at least 6 months (180 days) or more prior to the start of the „2023 100% ScaleUP Bonus“ campaign start.

### III. SPECIFIC „2023 100% ScaleUP Bonus“ TERMS

13. Eligible Clients, who meet the criteria set forth herein are able to receive a trading bonus in accordance with the campaigns presented below:

#### a) FIRST DEPOSIT BONUS – UP to 100%

- The Clients that have opened a real trading account shall receive up to 100% of their first deposit;
- The Bonus is given as Credit to the real account;
- The maximum amount of trading bonus(es) accumulated due to participation in „2023 100% ScaleUP Bonus“ is set to 2000 USD or 1.500.000 Naira;

#### b) REDEPOSIT BONUS UP to 50%

- The Clients that make a second deposit shall receive up to 50% of the amount of their second deposit;
- The Bonus is given as Credit to the real account;
- The maximum amount of trading bonus(es) accumulated due to participation in „2023 100% ScaleUP Bonus“ is set to 2000 USD or 1.500.000 Naira;

**12.3. Clients introduced by Partners (IBs) are not eligible for a Bonus over 30%.**

**12.4. The Bonuses within „2023 100% ScaleUP Bonus” cannot be withdrawn.**

#### IV. GENERAL TERMS

14. In order to enter the Campaign and receive the Bonus, the Clients have to send a request for this purpose to the email address [backoffice@rally.trade](mailto:backoffice@rally.trade) or to call the Organizer by contact phone. Please note that it may take up to 5 days before the trading bonus is added to the account of an Eligible Client who meets all of the criteria set forth herein.

15. The „2023 100% ScaleUP Bonus” applies to all clients who open real Account with Rally Trade in accordance with the rules set herein and granted trading benefits may be used for trading purposes only. The Bonus will be applicable to all types of real accounts: Basic, Standard and Professional.

16. **The bonus will expire after 45 days since the deposit date. Please note that the Bonus may be withdrawn regardless of the existence of open positions.** Failure to close the open position according to the present Terms and Conditions, exempts RallyTrade of any liability regarding any losses, damages, costs, and expenses suffered by the Client.

17. The Bonus Campaign addresses to all Real Clients, no matter the platform used for trading (xStation or MetaTrader 4).

18. RallyTrade reserves the right, at its sole discretion:

- a) To decline registration of any participant in the „2023 100% ScaleUP Bonus”; and
- b) Disqualify any participant in the „2023 100% ScaleUP Bonus” who tampers or attempts to tamper with operation of „2023 100% ScaleUP Bonus” or breaches these terms and/or any of RallyTrade’s Terms and conditions set forth on Rallytrade’s website.

Under no circumstance shall RallyTrade be liable for any consequences of any trading bonus cancellation or decline, including, but not limited to, order(s) closure Stop Out.

19. RallyTrade reserves the right, at its sole discretion, to discontinue the offering of this „2023 100% ScaleUP Bonus” to any of its clients.

20. In the event of internal transfers between trading accounts with RallyTrade, **trading bonuses cannot be transferred by the Client**. The Bonus is given only for particular trading account and cannot be moved to other accounts of a particular Client.

21. If the Client who received a Bonus does any cash transaction affecting the Account's Balance (e.g. withdraw or transfer funds from his/her real Trading Account), the following conditions shall apply:

a. Equal amount Bonus will be automatically taken out of the Trading Account as the amount of Withdrawal/Transfer.

EXAMPLE:

If the Initial Balance is:	NGN 100,000
Credited Bonus is:	NGN 100,000
Submitted Withdrawal/Transfer:	NGN 30,000
Bonus Removal	NGN 30,000
Then the Remaining Balance is:	NGN 70,000
And the Remaining Bonus is:	NGN 70,000

b. If the amount withdrawn/transferred funds exceeds the amount of Bonus, such Bonus will be taken out in full.

EXAMPLE:

If the Initial Balance is:	NGN 100,000
Credited Bonus is:	NGN 50,000
Submitted Withdrawal/Transfer:	NGN 70,000
Bonus Removal	NGN 50,000
Then the Remaining Balance is:	NGN 30,000
And the Remaining Bonus is:	NGN 0

c. If the amount withdrawn/transferred results in an account with Balance lower than Credit/Bonus, the excess bonus (exceeding 100% of the value of the Balance) will be removed.

EXAMPLE:

If the Initial Balance is:	NGN 75,000
Credited Bonus is:	NGN 100,000
Submitted Withdrawal/Transfer:	NGN 25,000
Bonus Removal	NGN 50,000
Then the Remaining Balance is:	NGN 50,000
And the Remaining Bonus is:	NGN 50,000

RallyTrade cannot be held liable regarding any losses, damages, costs, and expenses accrued by the Client that may arise from the Stop-out of Open Trades in their Trading Account.

22. Rally Trade will perform regular checks of Equity values in all Trading accounts and in case when the Equity of the Trading Account becomes equal or less than the amount of Bonus in the Account with open trades, the full amount of Bonus will be taken out automatically which may result in the stop-out of Open Trades.

FORMULA:

$Equity \leq Bonus = Account\ Stop-out$

EXAMPLE:

If the Initial Balance is:	NGN 100,000
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Credited Bonus is:	NGN 100,000
Equity reaches the level of:	≤NGN 100,000
Bonus Removal	NGN 100,000
Result	= Automatic Stop-out of Open Trades

RallyTrade cannot be held liable regarding any losses, damages, costs, and expenses accrued by the Client that may arise from the Stop-out of Open Trades in their Trading Account.

23. No partner's commissions are paid for trading on trading benefit funds.

24. The „2023 100% ScaleUP Bonus“ is available for a limited period of time only between January 2<sup>nd</sup>, 2023 and January 6<sup>th</sup>, 2023, as indicated in the rules of engagement of the specific promotion, and/or survey of which the „2023 100% ScaleUP Bonus“ is mentioned to be a part. This period may be extended at Rally Trade's sole discretion.

25. The „2023 100% ScaleUP Bonus“ addresses only to non-Islamic real accounts.

26. Any account(s) found or suspected to be using mirror-trading/hedging practices utilizing a bonus will automatically be closed and bonus taken out irrespectively of any open positions. The said account(s) can continue to trade but will not be eligible for any bonuses henceforth from Rally Trade. There would be no reconciliation of accounts and additional penalties may be imposed on such accounts including but not limited to cancellation of any profit generated by such accounts.

## V. Modifications of the present Terms and Conditions

27. RallyTrade reserves the right to alter and/or terminate the „2023 100% ScaleUP Bonus“ without any notice or notification whatsoever at its own discretion. RallyTrade shall not be held responsible for the Clients' consent to the modifications of these Terms and Conditions if the modifications are available on RallyTrade's Website. It is recommended that participants in the „2023 100% ScaleUP Bonus“ consult these Terms and conditions on the RallyTrade's website regularly. Please note that taking part in the „2023 100% ScaleUP Bonus“ constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.

## VI. Final provisions

28. RallyTrade reserves its right to end or change the conditions of the present „2023 100% ScaleUP Bonus“ at any moment, without providing a motivation regarding this decision.

29. RallyTrade will not be held responsible for Clients' impossibility of enter the „2023 100% ScaleUP Bonus“ due to causes outside of RallyTrade's control, such as but not limited to technical dysfunctions. RallyTrade will not be held responsible for the incorrect personal data provided by those Clients who benefit from the present described campaign or for any other factors which could affect the qualifying for the „2023 100% ScaleUP Bonus“ and which are outside of RallyTrade's guilt.

30. Any indication or suspicion, in RallyTrade's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the trading benefit without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a trading benefit or any other forms of deceitful or fraudulent activity, will nullify all previously credited trading benefits of the Eligible Client's real trading Accounts with RallyTrade and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, RallyTrade reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible client's real trading Account (s) with RallyTrade, cancel all orders and annul all profits of such participant. In these circumstances, RallyTrade shall not be liable for any consequences of the trading benefit cancellation, including, but not limited to, order(s) closure by Stop Out.

31. By taking part in the „2023 100% ScaleUP Bonus“, the Clients agree to respect and comply with the present Terms and Conditions, the General Terms & Conditions and the applicable laws. In the event of any conflict between the present Terms & Conditions and the General ones, the General Terms & Conditions will prevail.

32. The possible litigations which may arise from the on-going of the „2023 100% ScaleUP Bonus“ shall be solved on amicable terms and the Parties are obliged to make all the efforts for this purpose.

33. The English laws are considered applicable for the present Terms & Conditions.