

# Heart Capital Limited

Financial Services Licence No. IFSC/60/385/TS/16

## Heart Forex WELCOME BONUS and DEPOSIT BONUS CAMPAIGN TERMS AND CONDITIONS

These terms are effective on and from 1 July 2016 and updated on 1 July 2016.

### General Conditions

1. By opening a new account with Heart Capital Limited (Heart Forex) under this "offer", the client acknowledges they have read and agreed to be bound by these terms and conditions (**Terms**) and Heart Forex's account Terms.
2. To be eligible you must be an Existing Client or a new client of Heart Forex that opens a new live account (meaning, not a "demo" account) via the relevant banner on the Company's website [www.heartforex.com](http://www.heartforex.com) or any other link(s) as specified by the Company between 1 July 2016 and 31 December 2016, inclusive (unless the offer is closed earlier) and satisfy the other criteria contained in these Terms.

"Existing Client" means a client of Heart Forex that already has an active open account.

A "New Client" means that the applicant who has never registered to apply for a live account with Heart Forex and is accepted by Heart Forex as a client.

3. You must be over 18 years of age to register to apply for an account.
4. Trading during news releases and Hedge trading will not be permitted under this Offer. Heart Forex reserves the right to deny, cancel or withdraw the offer or any later credits or participation if Heart Forex suspects a client has breached these Terms.
5. Heart Forex reserves all rights in the interpretation and alternation of these terms and conditions.
6. Only trading account type MT4-Challenge live account is eligible for this offer. For additional information on account types please visit Heart Forex Website at the following URL:  
<https://www.heartforex.com/trading-account-types>.
7. For the purpose of this offer, a new client will be regarded as an applicant or an affiliate of an applicant who has never registered to apply for a live account with Heart Forex and is accepted as a client by Heart Forex. Heart Forex will in its sole discretion determine whether an applicant is a new client by assessing (including among other things, assessing the personal identification documents of the applicant and the close affiliate) whether the applicant is associated or affiliated with any other existing account holder with Heart Forex, including those with previously closed accounts.

8. The Bonus cannot be:
  - (i) transferred to any other person;
  - (ii) transferred to another account holder or account;
  - (iii) exchanged for other financial services provided by Heart Forex.
9. The applicant acknowledges and agrees that for an account to be established and accepted by Heart Forex, Heart Forex is required to perform identification checks in accordance with anti-money laundering and counter-terrorism financing laws and regulations (**AML/CTF Laws**). Heart Forex may, in its sole discretion, choose to reject an application if it is not satisfied as to the applicant's identity or if it suspects on reasonable grounds that by accepting an application, may breach the AML/CTF Laws.
10. Heart Forex will not be liable for any costs, expenses or damages which may be suffered as a result of Heart Forex re-setting or adjusting your Account as contemplated by these Terms, including but not limited to losses attributable to automatically Closed Out Open Positions as a result of Credit reset to zero.
11. Heart Forex may amend or discontinue this Offer without any prior notice to current Clients or prospective applicants and without having to compensate anyone for that.
12. If your Account is closed or suspended, Heart Forex may cancel the Welcome Bonus in your Account, along with any profits made from the Welcome Bonus.
13. If Heart Forex suspects a client has abused or attempted to abuse this offer to the detriment of Heart Forex beyond the intention of the offer, then Heart Forex may deny, cancel or withdraw the offer to that client, and either temporarily or permanently terminate that client's access to the online services and suspend or close the client's account. This may also apply if client has breached Heart Forex's Account Terms.
14. Heart Forex will not be liable for any loss, costs, expense or damage which may be suffered in connection with you participating in the offer and which by law may not be excluded by these terms.
15. The provider of this offer is Heart Capital Limited (147,331), trading name Heart Forex.
16. The client understands and agrees that this promotional offer is not an inducement to begin transacting with Heart Forex.
17. Notwithstanding the translated of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.

### Specific Bonus Terms

1. The Bonus will be credited to your FX Account in the Account's denominated currency as elected by you on Account establishment by the end of next business day after your deposit counted to your FX account.
2. Once the Bonus has been credited to your Account, you may use the credited amount as excess margin to begin trading. On the day which is 3 months after the date the Bonus has been credited to your FX Account, the Bonus will expire. Expiry in this clause means that:
  - a. if you have not used the Credit for any transactions on your Account during this period, the Credit of the bonus will be reset to zero; or
  - b. your losses that are attributable to your trading with the Bonus Credit will be reset to zero. For example, if your Account Equity<sup>1</sup> is \$200 (\$100 Deposit = Balance and \$100 Credit) when you start trading then, as a result of your trading, your Account Equity falls to \$90 (-\$10 Balance and \$100 Credit), the Balance -\$10 and Credit of \$100 will be reset to \$0; or
  - c. if your overall Account Equity is in credit, any profits made from the Bonus Credit will remain in your Account Equity, but the Bonus Credit amount will be reset to zero.

\*For points a, b, and c, please refer to the appendices for more details.

Under the following conditions, bonus credit will be reset to zero:

- If you request us to reset negative balance to zero;
  - If your FX Trading account equity is negative;
  - If you withdraw or transfer any amount from your FX trading account balance (and associated profits) to any other accounts;
  - Any credit exceeds 3 months from the date you made your deposit will expire and be reset to zero.
3. You are able to receive Welcome Bonus and Deposit Bonus at the same time.
  4. To qualify for the Welcome Bonus you must be a "New Client", who has properly completed an application to become a client of Heart Forex.

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<sup>1</sup> Equity = Balance + Credit = Deposit + Profit + Credit

Balance = Deposit + Profit

5. You will be able to withdraw profits that are specifically attributable to your trading with the Welcome Bonus:

Option A: In case of No deposit

Minimum Trade Lot Required: 10% of USD bonus amount or 0.1% of JPY bonus amount

Waiting Time Period Required: 3 Months or Later after the date welcome bonus has been credited to your Account

Example: Option A

Option	Deposit	Welcome Bonus	Trade lot required	Conditions for Profit Withdrawal	Bonus Expiry
A	No Deposit	USD100 or JPY10000	10% of USD Bonus or 0.1% of JPY Bonus = 10 lots	3 months or later + execute required trade lots	3 months

Option B: In case of Deposit USD 100 or JPY 10000 and above

※Clients can withdraw the profit that is earned after the deposited date without fulfilling the minimum trade lot requirement. The following rule is applied to the profit earned before the client's initial deposit.

Minimum Trade Lot Required: 5% of USD bonus amount or 0.05% of JPY bonus amount

Waiting Time Period Required: No requirement (Clients can withdraw right after executing trade lots required.)

Example: Option B

Option	Deposit	Welcome Bonus	Trade lot required	Conditions for Withdrawal	Bonus Expiry
B	USD100/JPY 10,000 or above	USD100 or JPY10000	5% of USD Bonus or 0.05% of JPY Bonus = 5 lots	Fulfil min. Deposit + execute required trade lots	Expired upon withdrawal

6. To qualify for the Deposit Bonus you must be a New Client or an Existing Client. The Deposit Bonus will no longer be provided once the maximum combined bonus credit is reached. For more detail please refer to example in clause 9.
7. USD 100 or JPY 10,000 is the minimum required deposit amount, the **"offer"** (Deposit Bonus) will be automatically posted to your FX mt4 trading account in the Account's denominated currency as elected by you on Account establishment. It usually takes within one business day to be credited to your FX mt4 trading account.
8. Once the **"offer"** (Deposit Bonus) has been credited to your FX mt4 trading account, you may use the credited amount as margin to begin trading.
9. The ratio of the **"offer"** (Deposit Bonus) is variable and may be two-tier, three-tier or more. Following example indicates a case of **two-tier bonus** offering 100% up to \$500 deposit and 30% up to \$10000 deposit to a maximum combined bonus of 3,350 credit.

Example: **two-tier bonus** offering 100% + 30%

Tier	Total Deposit	Bonus%	Maximum
Tier 1	100-500	100%	500
Tier 2	501-10000	30%	2850

Example: **Client A**

Deposit (\$)	Bonus Applied	Bonus (\$ Credit)	Real Balance + bonus credit	Remaining available Bonus (\$ Credit)
200	100% on 200	200	200+200	300+2850
1000	100% on 300 + 30% on 700	510	1000+510	2640
2000	30% on 2000	600	2000+600	2040
10000	30% on 6800 + 0% on 3200	2040	10000+2040	0

10. If you request a withdrawal of profits attributable to the Welcome Bonus amount prior to the expiry period, and your request is approved and completed by Heart Forex, the Welcome Bonus amount will be reset to zero automatically.

## Appendix

### Appendix 1

Welcome Bonus										
1. Applicable to live CHALLENGE account holder of Heart Forex.										
*Equity = Deposit + Profit + Credit										
*Balance = Deposit + Profit										
MT4-Challenge Account (USD) with USD100 Welcome Bonus (No Deposit)										
	Credit in/out	Accumulated Credit	Deposit	Balance Adjustment	Profit by trade	Balance	Equity	Withdrawable amount	Unwithdrawable amount in balance	Comment
Account opening	100									Welcome bonus
		100				0	100	0	0	
Trade 1					150					1 standard lot
		100				150	250	0	150	Less than Minimum Trade Lot Required
Trade 2					250					9 standard lots (Total 10 lots)
		100				400	500	0	400	>= Minimum Trade Lot Required (10%) Less than Waiting Time Period Required
Welcome Bonus Expire	-100									3 months after Welcome Bonus Credited
		0				400	400	400	0	>= Minimum Trade Lot Required (10%) >= Waiting Time Period Required
Withdraw			-400							
		0				0	0	0	0	

Appendix 2

Welcome Bonus										
1. Applicable to live CHALLENGE account holder of Heart Forex.										
100%+30% Deposit Bonus										
1. Applicable to live CHALLENGE account holder of Heart Forex.										
2. 100% up to USD500 and 30% up to USD10000										
*Equity = Deposit + Profit + Credit										
*Balance = Deposit + Profit										

**MT4-Challenge Account (USD) with USD100 Welcome Bonus and 100%+30% Deposit Bonus**

	Credit in/out	Accumulated Credit	Deposit	Balance Adjustment	Profit by trade	Balance	Equity	Withdrawable amount	Unwithdrawable amount in balance	Comment
Account opening	100									Welcome bonus
		100				0	100	0	0	
Trade 1					150					1 standard lot
		100				150	250	0	150	Less than Minimum Trade Lot Required
Deposit	200		200							Deposit bonus (100% up to USD500)
		300				350	650	200	150	Less than Minimum Trade Lot Required for USD150 (5%)
Trade 2					250					2 standard lot
		300				600	900	450	150	Less than Minimum Trade Lot Required for USD150 (5%)
Trade 3					50					2 standard lot
		300				650	950	650	0	>= Minimum Trade Lot Required for USD150 (5%) (No Waiting Time Period Required)
Welcome Bonus Expire	-100									3 months after Welcome Bonus Credited
		200				650	850	650	0	
Deposit Bonus Expire	-200									3 months after Deposit Bonus Credited
		0				650	650	650	0	
Withdraw			-650							
		0				0	0	0	0	

Appendix 3

Welcome Bonus										
1. Applicable to live CHALLENGE account holder of Heart Forex.										
100%+30% Deposit Bonus										
1. Applicable to live CHALLENGE account holder of Heart Forex.										
2. 100% up to USD500 and 30% up to USD10000										
Negative Balance Protection										
1. Applicable to live CHALLENGE account holder of Heart Forex.										
2. When the realized loss exceeds your equity (negative equity),										
*Equity = Deposit + Profit + Credit										
*Balance = Deposit + Profit										

**MT4-Challenge Account (USD) with USD100 Welcome Bonus and 100%+30% Deposit Bonus and Negative Balance Protection**

	Credit in/out	Accumulated Credit	Deposit	Balance Adjustment	Profit by trade	Balance	Equity	Withdrawable amount	Unwithdrawable amount in balance	Comment
Account opening	100									Welcome bonus
		100				0	100	0	0	
Trade 1					-105					
		100				-105	-5	0	0	
Negative Balance Protection 1	-100			105						Balance adjustment Cancel Bonus Customer can request anytime
		0				0	0	0	0	
Deposit 1	200		200							Deposit bonus (100% up to USD500)
		200				200	400	200	0	
Trade 2					-300					
		200				-100	100	0	0	
Negative Balance Protection 2	-200			100						Balance adjustment Cancel Bonus Customer can request anytime
		0				0	0	0	0	
Deposit 2	510		1000							Deposit bonus (100% up to USD500 + 30% up to USD10000) = 300 + 700 * 30%
		510				1000	1510	1000	0	
Trade 3					-1500					
		510				-500	10	0	0	
Negative Balance Protection 3	-510			500						Balance adjustment Cancel Bonus Customer can request anytime
		0				0	0	0	0	
Deposit 3	600		2000							Deposit bonus (30% up to USD10000) = 2000 * 30%
		600				2000	2600	2000	0	
Trade 4					1500					
		600				3500	4100	3500	0	
Withdraw	-600		-3500							Cancel Bonus
		0				0	0	0	0	