

## HF Markets (SV) Ltd

# TOP-UP BONUS TERMS AND CONDITIONS

## **1. Introduction**

- 1.1. The Top-up Bonus Program (herein after the “**Top-up Bonus**”) is a reward offered by HF Markets (SV) Ltd (herein the “**Company**”) to its Clients under the following Terms and Conditions.
- 1.2. The Top-up Bonus is available to all the Company’s Clients who have satisfied the Criteria for this Top-up Bonus as set out in paragraphs 1.3. of the Top-up Bonus.
- 1.3. In order for a Client to be eligible to participate in the Top-up Bonus he must have opened a trading account with the Company as per the Account Opening Agreement and he must have completed the age of 18 or the legal age applied in his country of residence or otherwise must not be considered as a "minor" in his country of residence.
- 1.4. The Client hereby acknowledges, confirms, and accepts to be legally bound by the Terms and Conditions as set out in this Top-up Bonus and/or any other legally binding Agreement between him and the Company.

## **2. Commencement Date**

- 2.1. The promotional period for this Top-up Bonus runs from the 8<sup>th</sup> of May 2023 onwards.

## **3. Terms and Conditions**

- 3.1. It shall be noted that in case the Top-up Bonus is offered as a promotion for a limited time, it will be available on the first transfer to the Top-up Bonus account.
- 3.2. Only Approved and Partially-Approved Clients are eligible to claim the Top-up Bonus.
- 3.3. Only Clients who have had their Phone Number verified are eligible to claim the Top-up Bonus.
- 3.4. The Top-up bonus can be added only to the Top-up Bonus account.
- 3.5. On an eligible MT5 and/or MT4 trading account where the bonus will be applied, Clients shall not be able to trade DMA and ETF products.
- 3.6. The Top-up Bonus can be used as “Stop Loss” as there is no limitation in using it for trading.
- 3.7. The Top-up Bonus can be used as Margin.

- 3.8. The Top-up Bonus **cannot** be withdrawn under any circumstances.
- 3.9. The amount of the Top-up Bonus is variable depending on the percentage from the transferred amount of each specific Top-up Bonus Program each time.
- 3.10. If the Client transfers funds to a Top-up bonus account and as a result of the transfer the Client is set to get any amount less than 0.01 USD of bonus, the 0 USD bonus will be given.

**Example**

- If a Client has a 50% top-up bonus, when he transfers 0.02 USD, he gets 0.01 USD. When he transfers 0.01 USD, he will get 0 USD.
  - If the Client has a 20% top-up bonus, when he transfers 0.05 USD, he gets 0.01 USD bonus. When he transfers 0.04 USD, he will get 0 USD.
- 3.11. The percentages that can be applied for the various Top-up Bonus can be from 10% to 100%.
- 3.12. The maximum total Top-up Bonus amount that can be claimed is variable depending of each specific Top-up Bonus Program each time.
- 3.13. The maximum total Top-up Bonus amounts that can be claimed are from 100 USD to 5,000 USD or equivalent to other currencies.
- 3.14. This Top-up Bonus can be lost with no limitations.
- 3.15. Profits created from the Top-up Bonus can be withdrawn with no restrictions.
- 3.16. Any withdrawal of funds from the trading account is subject to a bonus removal. The bonus removal is proportional to the percentage of the withdrawal amount. For example, if a client removes 30% of his available withdrawable funds, 30% of the bonus shall be also removed.

Active Bonus	Deposits	Profits made	Total withdrawable amount	Remove funds requested	Portion of funds being removed	Bonus Removal
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50	500	60	560	224	40%	20
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**Example**

- 3.17. If a Client wants to opt out of the Bonus Scheme, he should send an email to [tradingdesk@hfm.com](mailto:tradingdesk@hfm.com)
- 3.18. It is further noted that any Bonus Scheme accounts which remain inactive for a period of 60 (sixty) days i.e. no deposits or withdrawals or trading activity has been made within the above-mentioned period, shall be terminated by the Company without prior notice of termination to the Client. Where there is eligible profit in the Bonus Scheme account, only this amount will be transferred to the Clients' wallet. Where there is no eligible profit in the account, both the bonus and any profit made will be transferred to the Company and no amount will be transferred to the Clients' wallet, and the account will be archived and cannot be restored.

**4. Termination of the Top-up Bonus**

- 4.1. The Company may terminate this Bonus with immediate effect in an event of Default of the Client, as defined in the Account Opening Agreement between the Client and the Company, by notifying client in advance.
- 4.2. Either party has the right to terminate this Bonus immediately by giving written notice to the other. Termination will not affect any accrued rights.
- 4.3. If the Company suspects or has reason to believe that a Client has abused and/or manipulated the Terms and Conditions of this Top-up Bonus by hedging his positions internally (using other trading accounts held with Company) or externally (using other trading accounts held with other brokers) and/or has not acted in good faith, the Company reserves the right, at its absolute discretion and without obtaining the Client's consent, to remove the Top-up Bonus from the Client's Trading Account(s) or from his winning hedged Accounts with immediate effect.
- 4.4. If the Company suspects or has reason to believe that a Client has more than one account under this Program, the Company reserves the right, at its absolute discretion and without obtaining the Client's consent to remove the Top-up Bonus from the Client's

Trading Account(s) with immediate effect. The Company accepts no liability whatsoever for any loss resulting from the Stop Out of open positions after any Rewards removal in accordance with these Terms and Conditions.

## **5. Amendments**

- 5.1. The Company may from time to time amend the terms of this Bonus and/or any other legal documentation found on the Company's Website and Client's Area. The Client is responsible for being updated of any changes and/or amendments in the terms and conditions of this Bonus.

## **6. Dispute**

- 6.1. Any dispute arising with or in connection to any of the terms and conditions of this Bonus shall be dealt by the Company as per the Company's Complaints Handling Policy, which is available on the Company's website.
- 6.2. All complaints must be in writing and addressed to the Customer Support Department of the Company via email at [support@hfm.com](mailto:support@hfm.com) . More details on the procedure which the Client must follow, the deadlines for receiving a response from the Company as well as contact details for the Company's regulatory authority can be found on the Company's website in Section "Legal Documentation".

## 7. Acknowledgments

- 7.1. The Client acknowledges that where the Company has any indication or suspicion of any form of arbitrage, abuse, fraud, manipulation, cash-back arbitrage connected to a Trading Account or any other forms of deceitful or fraudulent activity, then the Company reserves the right at its sole discretion to:
- Close/ suspend all Trading Accounts the Client has with the Company either temporarily or permanently;
  - Void all previously credited trading bonuses from the Client's Trading Accounts with the Company;
  - Void all transactions carried out, including any pending orders and/ or any profits or losses earned.
- 7.2. The Client further acknowledges and understands that where any of the circumstances mentioned in Clause 7.1 above, occur, the Company will not be liable for any consequences on the Bonus cancellation, including, but not limited to, order(s) closure by Stop Out.
- 7.3. The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading in such products, it is possible for Clients to lose all their invested capital. These products may not be suitable for everyone, and Clients should ensure that they understand the risks involved. Clients should seek independent advice if necessary.
- 7.4. These Terms and Conditions are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.

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