

## JPM Restart Bonus account Campaign Terms and Conditions

These Terms and Conditions ("Terms") govern the participation in the JPM Restart Bonus Account ("Campaign") offered by JP Markets SA (Pty) Ltd, with company registration number 2016/123297/07. JP Markets SA (Pty) Ltd is an authorised financial services provider and over-the-counter derivatives provider (ODP), licensed and regulated by the Financial Sector Conduct Authority (FSCA) of South Africa, with FSP No. 46855.

### 1. Definitions

For the purposes of these Terms and Conditions, the following definitions shall apply:

- 1.1 Terms:** Refers to these Terms and Conditions governing participation in the JPM Restart Bonus Account Campaign.
- 1.2 JPM Restart Bonus Account Campaign (Campaign):** A promotional campaign offered by JP Markets SA (Pty) Ltd that allows clients to utilise the JPM Restart Bonus Account features as outlined herein.
- 1.3 JP Markets SA (Pty) Ltd:** The authorized financial services provider and over-the-counter derivatives provider, registered under company number 2016/123297/07, and regulated by the Financial Sector Conduct Authority (FSCA) of South Africa.
- 1.4 Client:** Any individual or entity that participates in the JPM Restart Bonus Account Campaign and utilises the services provided by JP Markets SA (Pty) Ltd.
- 1.5 Deposit Range:** The minimum and maximum amount that a client can deposit into the JPM Restart Bonus Account, specified as R1,000 (ZAR) to R5,000 (ZAR).

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- 1.6 JPM Restart Bonus Account Feature:** A mechanism that activates when a client loses their initial deposit, which credits the client's account with the same amount to provide an additional trading opportunity.
- 1.7 Activates:** The term refers to the process by which the JPM Restart Bonus Account's unique functionality is triggered when a client experiences a loss of their initial deposit. Upon activation, the JPM Restart Bonus Account feature automatically credits the client's account with the amount of the original deposit, thereby granting the client a second opportunity to engage in trading activities. This activation occurs without any action required from the client, ensuring a seamless transition back into trading. The intention of this feature is to mitigate the impact of the initial loss and to encourage continued participation in the financial markets. The activation signifies the reinstatement of the initial trading capital, providing clients with an opportunity to proceed with their trading strategies. However, the JPM Restart Bonus Account feature does not imply that the client has not incurred a loss; it simply replaces the initial deposit, offering the client a second chance to trade. **Bonuses are automatically credited at midnight server time as part of this process.**
- 1.8 Trading:** The act of buying and selling financial instruments through the JPM Restart Bonus Account.
- 1.9 POPIA (Protection of Personal Information Act):** The Protection of Personal Information Act (POPIA) is a South African law enacted to promote the protection of personal information processed by public and private bodies. It establishes

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conditions for the lawful processing of personal data, ensuring that individuals have rights regarding their personal information and that organizations handle such information responsibly and transparently.

- 1.10 Force Majeure:** A clause in a contract that frees both parties from liability or obligation when an extraordinary event or circumstance beyond their control occurs, such as natural disasters, war, or pandemics, making it impossible to fulfill the contract.
- 1.11 Risk Management:** The process through which clients assess and manage the potential risks associated with trading activities, including but not limited to loss prevention and strategy formulation.
- 1.12 Company Discretion:** The authority held by JP Markets SA (Pty) Ltd to modify, suspend, or terminate the JPM Restart Bonus Account Campaign at any time without prior notice.
- 1.13 Governing Law:** The laws of South Africa, which shall apply to these Terms and any disputes arising from the JPM Restart Bonus Account Campaign.

## 2. Campaign Duration:

The JPM Restart Bonus Account Campaign is activated once a month at the company's discretion. Specific dates will be confirmed prior to activation.

## 3. Account Features:

- 3.1 **Deposit Range:** Minimum deposit of **R1,000 (ZAR)** up to **R5,000 (ZAR)**.

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3.2 This JPM Restart Bonus Account allows clients to make a single deposit within the specified campaign period each month. Clients can trade with the deposited amount as usual. If the client loses the initial deposit, the bonus feature activates, crediting the client's JPM Restart Bonus Account with the same amount, thereby providing an additional trading opportunity. Bonuses are automatically credited at 22:00 server time as part of this process. However, if clients withdraw any portion of their initial deposit, they will not be eligible to receive the bonus credit should they later incur a loss on that deposit.

#### **4. Trading with the JPM Restart Bonus Account:**

Clients are allowed to trade using the JPM Restart Bonus Account until all profits are withdrawn. Only profits can be withdrawn from the account and not the credit initiated by the JPM Restart Bonus Account.

#### **5. Risk Acknowledgment:**

Clients acknowledge and accept that trading in financial markets involves inherent risks, and the company does not guarantee profits or protection from losses. Clients use the JPM Restart Bonus Account at their own risk.

#### **6. Risk Management Responsibility:**

Clients understand that proper risk management is their responsibility. While the JPM Restart Bonus Account provides an opportunity for an additional chance to trade, it also requires a heightened level of vigilance and proactive risk management from the client's end. Clients are encouraged to carefully consider their risk tolerance and trading strategies, particularly in relation to the potential for losses and the use of the JPM Restart Bonus Account feature.

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Additionally, clients must adhere to the prohibited trading strategies as stipulated in the client agreement, ensuring that their trading practices align with the guidelines provided by the company.

#### **7. Company Discretion:**

JP Markets SA (Pty) Ltd reserves the right to modify or terminate the JPM Restart Bonus Account Campaign at any time, with or without notice.

#### **8. General Disclaimer of Liabilities:**

JP Markets SA (Pty) Ltd shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with the use of the JPM Restart Bonus Account. Clients acknowledge that trading in financial markets involves inherent risks, and the company does not guarantee profits or protection from losses. Clients use the JPM Restart Bonus Account at their own risk, and the company disclaims all warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

#### **9. POPIA Consent to Publish Name**

Clients consent to the publication of their names and any relevant details in promotional materials related to the JPM Restart Bonus Account Campaign. This consent is granted in accordance with the Protection of Personal Information Act (POPIA) and ensures that the client's information will be handled with utmost care and confidentiality. Clients may withdraw this consent at any time by providing written notice to the company.

#### **10. Force Majeure**

JP Markets SA (Pty) Ltd shall not be liable for any failure to perform its obligations under these Terms and Conditions caused by events beyond its reasonable control, including but not

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limited to acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities. In such cases, the company shall be excused from performance for the duration of the Force Majeure event.

#### **11. Indemnity**

Clients agree to indemnify and hold harmless JP Markets SA (Pty) Ltd, its affiliates, officers, employees, and agents from any claims, losses, damages, liabilities, and expenses (including legal fees) arising out of or in connection with their participation in the JPM Restart Bonus Account Campaign, including but not limited to any breach of these Terms and Conditions or any applicable law.

#### **12. Discretion to Update Terms and Conditions**

JP Markets SA (Pty) Ltd reserves the right to modify, update, or amend these Terms and Conditions at any time, with or without notice. Any changes will be effective immediately upon posting on the company's website. Clients are encouraged to review these Terms regularly to stay informed of any updates.

#### **13. Non-Withdrawal of JPM Restart Bonus Account**

Clients acknowledge that any bonuses or credits received through the JPM Restart Bonus Account Campaign are non-withdrawable. The bonuses may only be utilized for trading purposes within the account and cannot be cashed out or transferred. Only one internal transfer can be made from the wallet to the trading account. Clients must adhere to the terms governing the use of bonuses as specified by the company.

#### **14. Governing Law:**

These Terms and the participation in the JPM Restart Bonus Account Campaign are governed by the laws of South Africa. Any disputes arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of the courts in South Africa.

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By participating in the JPM Restart Bonus Account Campaign, the client affirms that they have read, understood, and agreed to these Terms and Conditions, acknowledging that JP Markets SA (Pty) Ltd is the promoter. These Terms may be subject to change, and clients are advised to review them periodically for any updates.

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