

PROMOTIONAL CODES POLICY

Digital Smart LLC (**Company**) with company No. L 22205 and registered at Lighthouse Trust Nevis Ltd, Suite 1, A.L. Evelyn Ltd Building, Main Street, Charlestown, Nevis (**Company**) may offer, from time to time, at its sole and absolute discretion, Promotional Codes (as defined below) to its Clients (**You**), according to the rules set forth herein.

This Promotional Codes Policy forms an integral part of the Company's Terms and Conditions (**T&C**)(hereinafter referred to as the "**Agreement**"). Any general terms of the Agreement shall apply to the present Policy, except where explicitly excluded.

By accepting the Agreement and/or activating an offer and/or continuing the use of our Services (as defined in the T&C), the Client is hereby deemed as having accepted this Policy, and thereupon the Client confirms that he/she is aware, has read and understands the rules and criteria applicable to this Promotional Codes offer(s) available on the Company's platform. Any rewards eligible to be redeemed with the usage of a Promo Code shall be subject to this Policy.

The Company reserves the right to, at its sole discretion, modify, update and/or withdraw this Policy, at any time. The Company may provide prior notification to the Client in such a case.

Individual promotions may have additional terms and conditions which will override or contribute to the terms and conditions here stated. Please check carefully all terms and conditions associated with a Promo Code before claiming it. Should the terms and conditions of the individual promotions conflict with this Policy, the individual promotion terms shall apply.

1. Definitions

- 1.1. **Promotional Code and/or Promo Code** – Specific Alphanumeric code that shall be provided by the Company to Clients (directly or via its partners) and that will allow Eligible Clients to enroll in special offers/promotions only during the allowed period stated in the promotion's specific announcement/terms & conditions.
- 1.2. **Enrollment Period** – the period given through Your Account for You to activate the Promo Code.
- 1.3. **Duration of Promo** – Each offer shall have a certain duration period that starts from the first day of enrollment and can last up to 14 days. The duration period shall be subject to change, at the sole discretion of the Company.
- 1.4. **First Time Deposit** – The first deposit made by a Client in his account.
- 1.5. **Eligible Client** – A Client whose account has been successfully verified and that meets the specific requirements defined in this Policy and T&C, as well as specific requirements defined in the terms & conditions of a specific offer.
- 1.6. **Promo** – Section in the Client's account where the Client can view all offers that are active and/or for which he can apply to enroll for and/or claim, through his account.

- 1.7. **Bonus:** Deposit Bonus and Non Deposit Bonus
- 1.8. **Deposit Bonus:** one-time value calculated in accordance with the percentages and/or method indicated in the Client's Account; to be added as a result of a confirmed deposit
- 1.9. **Non-Deposit Bonus:** gratuity offered by the Company, to be added in accordance with the percentages and/or method indicated in the Client's Account
- 1.10. **Trading Volume or Trading Turnover:** The required Trading Volume that the Client will need to reach and/or satisfy to be eligible to make any withdrawal, including to withdraw Bonuses as real funds, and/or any profits made after Activation (as defined below). The trading volume relates only to the Related Instruments (as defined below) and the amount that must be reached is specified by the Company and/or is made available to the Client via the Account.

2. **Scope, Applicability and Exclusion from Offers**

- 2.1. Unless stated otherwise in the particular promotion, Clients are only eligible to claim a particular offer if he/she has made at least one successful deposit in their trading account and accepted the terms & conditions outlined in this Policy.
- 2.2. In the event that a technical misconfiguration or failure of any kind results in the incorrect reward being credited to a Client's account, the Company reserves the right to correct this by removing any rewards and accrued winnings, and re-adding the reward with the correct configuration. No consent will be required from the Client in order for the Company to proceed per this clause.
- 2.3. Any breach of the Agreement, including without limitation to any indication of fraud, manipulation or other forms of deceitful or fraudulent activity through the Client's Account (either under this Policy or the T&C) may render Your account blocked, along with any and all rewards and/or profits accrued which means You will not be able to claim them.
- 2.4. Regardless of the currency that may be advertised, the rewards will always be credited according to the currency your account is configured to.
- 2.5. Unless otherwise stated, offers will only be activated to Clients who have verified their account and have no open/closed trades on Digital Options and/or Binary Options.
- 2.6. Unless stated otherwise, no Promo Code offers can be claimed concurrently. If it is detected that a client tried to bypass this provision, any accrued benefits will be duly removed from the respective trading account.
- 2.7. The Promo Codes conditions and/or requirements may vary according to the region of the Client.
- 2.8. The Client acknowledges and agrees that the Company reserves the right, at any time, for any reason, to cease offering Promo Code offers. The Company shall provide prior notification to the Client in such case.

2.9. The Client agrees that the Promo Code may expire prior to their use, if, for example, the Clients fail to activate the Promo Code within the provided Enrollment Period.

3. **Risk-free trade**

3.1. To activate this Code, the Client must add the correct Promo Code in the promo code box upon making the deposit or claim the offer directly via the Promo section.

3.2. Only positions opened in the following listed instruments and that are expired shall be taken into consideration for the fulfillment of the promotion conditions.

3.2.1.1. Accepted Instruments: Binary Options, Digital Options and/or Blitz Options

3.3. When trading with Digital Options and/or Blitz Options, only positions opened on the current price of the asset ("spot price") where the strike price is equal to the spot price, will be eligible for the fulfillment of this offer requirements.

3.4. Upon fulfilling the aforementioned requirements, the Company shall credit a compensation up to the cap defined in the offer's specific Terms & Conditions, in case the first trade following the activation of this offer has resulted in a loss.

4. **Bonus**

4.1. **Deposit Bonuses**

4.1.1. **Activation and Cancellation Requirements**

4.1.1.1. To participate in the Deposit Bonus Scheme and activate the Deposit Bonus, all the following conditions and/or requirements must be met. The Client:

4.1.1.1.1. **(a)** Must accept the present Policy,

4.1.1.1.2. **(b)** Must enable the Deposit Bonus button available via the Account. If the button is not activated, then this scheme will not be activated and no Bonus will be credited to the Account on the immediate next deposit of the Client,

4.1.1.1.3. **(c)** Must successfully perform a deposit of the minimum amount as defined in the Offer details in the platform **(Activation Deposit)**.

(the above referred to as the **Activation**).

4.1.2. Immediately following Activation, a Deposit Bonus shall be calculated against the amount of the Activation Deposit. No Bonus shall be credited and/or calculated against any current Account balance or against any deposit made following the Activation Deposit.

- 4.1.3. All bonuses will have an expiration date for completing the required trading turnover, which is displayed in the offer details on the platform. After the expiration date, bonuses cannot be withdrawn.
- 4.1.4. Bonuses will always be credited in the default currency of your Account. The maximum bonus amount that can be added to the balance is \$1000 (one thousand dollars) or the equivalent in another currency.
- 4.1.5. The Bonus Balance will be displayed segregated from the customer's Real Balance and will not be available for the opening of Contract-for-Difference (CFDs) positions(s).
- 4.1.6. The Bonus Balance will only be available to be used after any Real Balance in the trading account, is used in its totality.
- 4.1.7. If you use your Bonus Balance and your trade(s) generates a win, the winning will be added to your bonus balance (unless the trade completes all your required trading volume, in which case, the entire remaining bonus balance will be transferred to your real balance).
- 4.1.8. If you open a position with mixed balances and your trade(s) generates a win, the winning will be added/credited proportionally to your real and bonus balances, respectively.
- 4.1.9. A Client will not be eligible for Activation and therefore may be rejected by the Company in circumstances like the ones described in clause 2.3 above.
- 4.1.10. **IMPORTANT:** Following Activation and credit of the Deposit Bonus, the Client will not be able to make any withdrawals (whether these may relate to deposits and/or earnings, current or future), unless:
 - 4.1.10.1. (i) he/she reaches the Trading Volume and closes all open trades/positions within the timeframe as defined in the Offer details in the platform OR
 - 4.1.10.2. (ii) if the Trading Volume is not reached, but the Client wishes to withdraw, then she/he must:
 - 4.1.10.2.1. (a) close all open trades/positions and
 - 4.1.10.2.2. (b) Opt-out and Cancel the Activation of the Deposit Bonus Scheme.(the above is referred to as **Cancellation**).
- 4.1.11. **The Trading Volume calculation:**
 - 4.1.11.1. Will be based only on trades executed on these instruments: **Blitz Options, Binary Options and Digital Options (Related Instruments)**. Any volumes generated by trades of other instruments shall not be taken into account for the purposes of calculating the Trading Volume.

4.1.11.2. If at one expiration there are trades in opposite directions, then the volumes of all transactions of this expiration are not taken into account at all.

4.1.11.3. The trades with “equal” result (the strike price equal to the price Expiry) and trades closed using buyout / buyback option, are not counted in the calculation of the Trading Volume.

4.2. **No Deposit Bonuses**

4.2.1. **Activation and Cancellation Requirements**

4.2.1.1. In order to participate in the No Deposit Bonus Scheme and activate the Bonus, all the following conditions and/or requirements must be met, the Client:

4.2.1.1.1. **(a)** Must accept the present Policy.

4.2.1.1.2. **(b)** Only Clients who can see the offer in their Promo section will be eligible to participate.

(the above referred to as the **Activation**).

4.2.2. Bonus volume will be offered at the discretion of the company.

4.2.3. All bonuses will have an expiration date for completing the required trading turnover, which is displayed in the offer details on the platform. After the expiration date, bonuses cannot be withdrawn.

4.2.4. Bonuses will always be credited in the default currency of your Account. The maximum bonus amount that can be added to the balance is \$1000 (one thousand dollars) or the equivalent in another currency.

4.2.5. A Client will not be eligible for Activation and therefore may be rejected by the Company in circumstances like the ones described in clause 2.3 above.

4.2.6. The No Deposit Bonus Balance will be displayed segregated from the customer’s Real Balance and will not be available for the opening of Contract-for-Difference (CFDs) positions(s).

4.2.7. The Bonus Balance will only be available to be consumed after any Real Balance left in the trading account is used in its totality.

4.2.8. If you use your Bonus Balance and your trade(s) generates a win, the winning will be added to your bonus balance (unless the trade completes all your required trading volume, in which case, the entire remaining bonus balance will be transferred to your real balance).

4.2.9. If you open a position with mixed balances and your trade(s) generates a win, the winning will be added/credited proportionally to your real and bonus balances, respectively.

4.2.10. IMPORTANT: Following Activation and credit of the Bonus, the Client will not be able to make any withdrawals (whether these may relate to deposits and/or earnings, current or future), unless:

4.2.10.1. **(i)** he/she reaches the Trading Volume and closes all open trades/positions within the timeframe as defined in the Offer details in the platform OR

4.2.10.2. **(ii)** if the Trading Volume is not reached, but the Client wishes to withdraw, then she/he must:

4.2.10.2.1. **(a)** close all open trades/positions and

4.2.10.2.2. **(b)** Opt-out and Cancel the Activation of the Bonus Scheme

(the above is referred to as **Cancellation**).

4.2.11. The Trading Volume calculation:

4.2.11.1. Will be based only on trades executed on these instruments: **Blitz Options, Binary Options and Digital Options (Related Instruments)**. Any volumes generated by trades of other instruments shall not be taken into account for the purposes of calculating the Trading Volume.

4.2.11.2. If at one expiration there are trades in opposite directions, then the volumes of all transactions of this expiration are not taken into account at all.

4.2.11.3. The trades with “equal” results (the strike price equal to the price Expiry) and trades closed using buyout/buyback option, are not counted in the calculation of the Trading Volume.