CASHBACK ACCOUNT – TERMS and CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

1.1.1. For purposes of these Cashback Account Terms, unless the context indicates otherwise:

1.1.1.1. **"Account" or "Cashback Account"** means a Contract for Difference (CFD) trading account opened with the Company that is subject to the cashback feature described herein.

1.1.1.2. **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa.

1.1.1.3. **"Cashback"** means the daily rebate credited by the Company to the Client's Cashback Account, calculated as 30% of realised net trading losses incurred within a 24-hour period, subject to these Terms.

1.1.1.4. **"Client"** means a natural person or juristic person who has opened and maintains a Cashback Account with the Company and has agreed to the Client Agreement.

1.1.1.5. **"Client Agreement"** means the binding agreement entered into between the Client and the Company governing the provision of CFD trading services, as amended from time to time.

1.1.1.6. **"Company"** means **JP Markets SA (Pty) Ltd,** with registration number **2016/123297/07** and **FSP number 46855**.

1.1.1.7. **"Hedging"** means the practice of entering into one or more offsetting positions or transactions to reduce or mitigate the market risk arising from a client's trading exposure or the broker's own exposure in respect of over-the-counter derivative transactions.

1.1.1.8. **"Losses" or "Realised Net Trading Losses"** means the negative difference resulting from the closing of CFD positions, net of profits, commissions, spreads, financing charges, and other applicable fees.

1.1.1.9. **"MT5 Account"** means the MetaTrader 5 trading account platform provided to the Client by the Company for the execution of CFD trades.

1.1.1.10. **"Platform Time"** means the server time displayed on the MT5 trading platform.

1.1.1.11. **"Promotion"** means the cashback feature described in these Terms, which is a benefit ancillary to trading CFDs on the Cashback Account and does not alter the risk of trading.

1.1.1.12. **"Terms" or "Cashback Account Terms"** means these Terms and Conditions as amended, supplemented, or replaced from time to time.

1.2. Interpretation

1.2.1. Unless the context otherwise requires:

1.2.1.1. References to one gender shall include all genders, and words denoting the singular shall include the plural, and vice versa.

1.2.1.2. Headings are for convenience only and shall not affect the interpretation of these Terms.

1.2.1.3. Any reference to a statute, regulation, or subordinate legislation includes amendments or replacements thereof.

1.2.1.4. The use of the word "including" or "includes" shall be construed as being without limitation.

1.2.1.5. Any conflict between these Cashback Account Terms and the Client Agreement shall be resolved in favour of the Client Agreement.

2. RELATIONSHIP TO THE CLIENT AGREEMENT

2.1. The cashback benefit is a promotional feature provided at the Company's discretion. All other terms and conditions, rights, and obligations under the Client Agreement apply in full to the Cashback Account.

2.2. These Cashback Account Terms ("Terms") are incorporated into and form an integral part of the Client Agreement. By using the Cashback Account, the Client acknowledges and accepts that these Terms operate alongside, and are subject to, the Client Agreement.

2.3. The Cashback Account does not create a separate contract or modify the Client Agreement. All rights, obligations, disclaimers, and other provisions in the Client Agreement—including, without limitation, those relating to risk disclosure, fees, client classification, dispute resolution, and governing law-apply in full to the Cashback Account.

2.4. To the extent of any conflict or inconsistency between these Terms and the Client Agreement, the Client Agreement will govern and take precedence.

3. PRODUCT FEATURES

3.1. The Cashback Account is a Contract for Difference (CFD) trading account with the following key features:

3.1.1. Minimum deposit: R100

3.1.2. Eligible losses on this account qualify for a 30% cashback, credited daily at midnight (platform time) into the Client's MT5 Account;

3.1.3. Cashback funds may be used for trading or withdrawn without restriction, subject to standard withdrawal procedures.

3.2. Risk Warning

3.2.1. The cashback mechanism does not reduce or eliminate trading risk. CFD trading is inherently high-risk and may result in losses exceeding your initial investment.

3.2.2. Clients remain fully responsible for all trading decisions, and for any losses or gains incurred on their account.

3.2.3. The Client must ensure they understand the risks involved and trade only with funds they can afford to lose.

4. CASHBACK CALCULATION AND CREDITING

4.1. Cashback is calculated at 30% of **realised net trading losses** incurred on the Cashback Account during each 24-hour period (00:00–23:59 platform time).

4.2. For the purposes of this clause, **"realised net trading losses"** means losses on closed positions after offsetting any profits, commissions, spreads, or other fees.

4.3. Cashback is credited **once daily at midnight** (platform time) to the Client's MT5 Account.

4.4. Cashback will not be paid on:

4.4.1. Losses that remain **unrealised** (open positions);

4.4.2. Accounts subject to **outstanding margin calls** or with a **negative balance**;

4.4.3. Accounts in **breach of these Terms**, the Client Agreement, or any applicable law, regulation, or regulatory requirement.

5. ELIGIBILITY

5.1. The Cashback Account is available to natural persons who:

5.1.1. Are at least 18 years of age;

5.1.2. Reside in a jurisdiction where the Company is authorised to offer CFDs;

5.1.3. Have successfully completed the Company's onboarding, KYC, and FICA verification requirements; and

5.1.4. Have accepted the Client Agreement and these Cashback Account Term.

5.2. Each Client may only hold one Cashback Account at a time.

5.3. The Company reserves the right, at its sole discretion, to **decline, suspend, or terminate access** to the Cashback Account if a Client fails to meet the eligibility requirements or breaches any applicable law, regulation, or these Terms.

6. RESTRICTIONS AND LIMITATIONS

6.1. The Cashback Account is subject to the following conditions:

6.1.1. Minimum deposit per Cashback Account: R 100.00.

6.1.2. Cashback cannot exceed R30,000 per day.

6.2. The Company reserves the right to withhold or reverse cashback payments in cases of:

6.2.1. Fraud, abuse, or suspicious trading behaviour;

6.2.2. Account manipulation (e.g., self-trading, wash trades, arbitrage intended to exploit the cashback feature);

6.2.3. Breach of the Client Agreement or applicable regulations;

6.2.4. In the event of overallocation due to system malfunctions.

6.3. Hedging is strictly prohibited on Cashback accounts.

6.4. In the event that the company reasonably suspects that the client has engaged in prohibited trading strategies (as outlined in clause 19 of the Client Agreement), the Company reserves the right to unwind the relevant trades and/or terminate the account.

7. Withdrawals and Use of Cashback

7.1. Once credited, cashback funds are considered real account equity and may be used for trading or withdrawn, subject to these Terms and the Client Agreement.

7.2. All withdrawals, including those of cashback funds, are subject to the Company's standard verification, KYC, and anti-money laundering (AML) procedures.

7.3. The Company reserves the right, at its sole discretion, to withhold or reverse withdrawals if a Client's account is in breach of these Terms, the Client Agreement, or applicable law, or if any fraudulent, suspicious, or prohibited activity is detected.

8. Risk Acknowledgement

8.1. High-Risk Nature of CFDs: Trading Contracts for Difference (CFDs) involves a high level of risk and may result in the loss of your entire investment. Clients must be aware that losses may exceed the amount deposited.

8.2. No Risk Mitigation from Cashback: The cashback feature is a limited promotional benefit and does not constitute a guarantee, insurance, or capital protection mechanism. It should not be relied upon to reduce or offset trading losses.

8.3. Client Responsibility: Clients must ensure they fully understand the risks of CFD trading and are capable of bearing potential losses before opening or trading in a Cashback Account.

8.4. Acknowledgement and Acceptance: By using the Cashback Account, the Client acknowledges and accepts the inherent risks of CFD trading and the limited nature of the cashback feature.

9. AMENDMENTS AND TERMINATION

9.1. The Company may, at its sole discretion, amend, suspend, or terminate the Cashback Account or these Terms at any time. Reasonable notice will be provided to Clients via email, the trading platform, or the Company website, where practicable.

9.2. The Company reserves the right to discontinue the cashback benefit immediately and without prior notice in cases of misuse, suspected fraud, regulatory requirements, or market abuse.

9.3. Termination by the Client or Company: Closing the Cashback Account, transferring funds to another account, or otherwise ceasing to maintain an eligible account will automatically terminate the cashback benefit.

9.4. Clients acknowledge that any amendments, suspensions, or termination of the Cashback Account or cashback benefit do not affect the Client's obligations under the Client Agreement or liabilities incurred prior to such action.

10. GOVERNING LAW AND JURISDICTION

10.1. These Cashback Account Terms, and any matters arising from or in connection with the Cashback Account, are governed by and construed in accordance with the laws of the Republic of South Africa.

10.2. Any disputes, claims, or differences arising out of or in connection with these Terms or the Cashback Account shall be resolved in accordance with the dispute resolution provisions set out in the Client Agreement, which the Client acknowledges and accepts apply in full.

10.3. Clients agree to submit to the non-exclusive jurisdiction of the courts of South Africa, without limiting the Company's right to seek injunctive or other equitable relief in any other competent jurisdiction.