

#### **AETOS Professional Account**

#### **New Year Gifts/Bonus Promotion**

# **Terms and Conditions**

#### 1. Promotion

AETOS Capital Group Pty Ltd ("AETOS") offers the Promotion defined hereunder to new and existing clients with an AETOS Professional Account. ("You" or "Your").

#### 2. Promotion Period

The promotion starts on 1st November 2022 at 21:00 GMT and ends on 31st January 2023 at 21:59 GMT (The "Promotion Period").

#### 3. How to Participate

### To be eligible to participate in the Promotion, You must:

- (a) be a natural person.
- (b) be over eighteen years of age.
- (c) be a resident of Australia.
- (d) be an eligible Wholesale Client or Sophisticated Investor ("Eligible Clients").
- (e) open a Professional Account with AETOS during the promotion period.
- (f) such account(s) are always subject to AETOS' Terms and Conditions.
- (g) meet the requirement for trading volume and first deposits (New Clients) or new deposits (Existing Clients) during the promotion period.
- (h) have not been subject to any dispute or default (Eligible Accounts).
- (f) Agree and comply with these Promotion Terms and Conditions.

# (Collectively, the "Eligibility Requirements")



### 4. Eligibility Requirements

During the promotion period, an eligible client must deposit into his/her AETOS Professional Account and meet corresponding deposit requirements within 1 calendar day# after participating the promotion. Once deposited, his/her trading volumes within 3 months must meet corresponding trading volume requirements to redeem the corresponding gift/bonus. Requirements are as follows:

Gifts	Or Bonus (AUD)	Deposit Requirements# (AUD)	Trading Volume Requirements (Standard Lots)
Apple MacBook Air 256 GB	1,800	25,000+	360
Apple iPhone 14 Pro 256 GB	1,500	20,000-24,999.99	300
Apple iPhone 14 128GB	1,000	15,000-19,999.99	200
Apple iPad Air 64GB	700	8,000-14,999.99	140
Apple Watch Series 8	600	5,000-7,999.99	120
Apple AirPods 3rd Generation	200	2,000-4,999.99	40

<sup>\*</sup>One calendar day means from 22:00 GMT of the previous day to 21:59 GMT of the current day (summertime), for example, the calendar day of November 19, 2022, is from November 18, 2022, 22:00 GMT to November 19, 21:59 GMT.

### 5. Deposit Requirements

- 5.1 In this promotion, an eligible client can deposit by any of the payment methods provided by AETOS, however, if an eligible client has more than one trading account with AETOS, internal transfer between his/her accounts will not be calculated.
- 5.2 Eligible deposits will be calculated as net deposits. Any transfer or withdrawal before achieving a corresponding trading volume requirement may affect the gift/bonus the client can get.

Example 1: Client A deposits AUD 15,000 and has traded 200 lots within 3 months, A can get either an Apple iPhone 14 128G or a bonus of AUD 1,000. However, if the client has only traded 140 lots within 3 months, the client can only get an Apple iPad Air 64GB or a bonus of AUD 700.



Example 2: Client B deposits AUD 15,000 but withdraws AUD 6,000 before achieving the trading volume requirement of 200 lots, instead of getting an Apple iPhone 14 128G or a bonus of AUD 1,000, the client can get an Apple iPad Air 64GB or a bonus of AUD 700 if he/she has traded 140 lots within 3 months.

- 5.3 Clients' deposits may incur a minor difference from the actual amounts received by AETOS due to bank commission charges. AETOS will only calculate the number of net deposits received.
- 5.4 For existing clients, AETOS will settle the bonus they obtained from other promotion(s) before they can participate in this promotion. New deposits and trading volumes are required to get a gift/bonus.
- 5.5 This promotion is not valid in conjunction with AETOS Professional Account Welcome Bonus Promotion. Clients can only choose to participate in 1 between the 2 promotions.

#### 6. Gift and Bonus

- 6.1 Once meet requirements, eligible clients can apply for corresponding gifts or bonus via email at cs@aetoscg.com. AETOS will check the applicant's eligibility first.
- 6.2 Each eligible account holder can participate in the promotion (1) time only when meet requirements. Each client can redeem a gift/bonus (1) time only. Upon successfully redeemed, the client cannot participate in the promotion again.
- 6.3 AETOS will purchase corresponding gifts for eligible clients as soon as possible but will not be able to guarantee the time when clients may receive the gifts or whether the colours, functions and other specifications of the gifts meet their personal preferences. Once gifts are sent, AETOS accepts no responsibility for the loss or damage of the gifts.
- 6.4 AETOS will check the eligibility of clients who apply for bonus redemption, eligible clients will receive the withdrawable bonus in their trading accounts.
- 6.5 The gifts or bonus are to be considered as a personal offer, based on specific terms, and may not be transferred from one account to the other.



## 7. Trading Volume Requirements

- 7.1 The Trading Volume is calculated as per closed trade.
- 7.2 The 6 levels of Trading Volume Requirements correspond with each level of Deposit Criteria and redeemable gifts/bonus.
- 7.3 AETOS only calculates the trading volume of 1 eligible account but not the accumulated trading volumes of multiple accounts.
- 7.4 AETOS will not calculate the trading volume from Share CFDs, cryptocurrency CFDs, or ETF CFDs trading.
- 7.5 If a client is not able to fulfil any trading requirements within the 3 months, the client is deemed to have withdrawn from the promotion.

#### 8. This promotion is limited to AETOS AUD Professional Account holders.

#### 9. Liability

- 9.1 You agree to indemnify, defend and hold AETOS harmless (including its directors, officers, employees and assigns) on written demand and at all times from and against any and all liability, fines, penalties, actions, judgement, settlement, claims, demands, losses, damages, injury, compensation, costs and expenses (including interest payments, reasonable legal fees on a solicitor/client basis, other professional fees and disbursements and costs of investigation and litigation) for or in respect of which AETOS will or may become liable by reason of or related or incidental to any act, default or omission and/or any breach of representation and warranty set forth herein by You under these Promotion Terms including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise.
- 9.2 To the extent permitted by law, your rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting



from or in connection with this Promotion are hereby excluded, and You expressly waive any and all such rights.

#### 10. General Terms and Conditions

- 10.1 AETOS expressly reserves the right to amend, supplement or modify the Terms and Conditions at any time without notice. The amended Terms and Conditions will be posted and made available on AETOS website. You are responsible for regularly reviewing these Terms and Conditions for changes and amendments. The revised Terms and Conditions shall be effective immediately upon posting.
- 10.2 By choosing AETOS services and products, it is regarded that you agree to be bound by AETOS <u>Terms and Conditions</u> and Policies.
- 10.3 Participation in any of the promotions or benefits offered by AETOS is subject to acceptance of our full Terms & Conditions.
- 10.4 AETOS may cancel or withdraw the gifts or bonus if errors occur.
- 10.5 By joining this promotion and receiving gifts/ rewards the Client confirms that, client has read, understood, and fully agreed to the terms of the promotion and will not send any claims/dispute to AETOS regarding terms of use or measures undertaken by the AETOS in accordance with these terms.
- 10.6 AETOS reserves the rights to disqualify any participant who intends to tamper or violate the terms and conditions of the promotion.
- 10.7 To prevent misuse of the promotion, AETOS reserves the right without warning at any time at its discretion: to refuse to grant the gift/ reward or ration the gift/ reward.
- 10.8 AETOS is not responsible for the failure of this promotion caused by (but not limited to) technical negligence, the withdrawal of the products from the market, or any other significant changes.
- 10.9 If any provisions of this Terms and Conditions are deemed invalid or unenforceable, such determination shall not affect the remainder of this Terms and Conditions, which shall continue to be in force.



10.10 For more details, please contact our customer service.