



OANDA CREDIT ON UNUSED MARGIN PROGRAM TERMS & CONDITIONS

Last updated: [March 1, 2024]

The following terms and conditions (these “**Terms**”) apply to OANDA’s credit on unused margin program, as detailed below, (the “**OANDA Credit on Unused Margin Program**”) and are agreed to by and between OANDA Corporation, a Delaware corporation with its principal place of business in New York, NY (“**OANDA**”) and the account holder with OANDA who has agreed to these Terms (the “**Account Holder**”).

OANDA reserves its absolute rights to revise and amend these Terms without prior notice including the Average Daily Unused Margin amounts and Applicable Annual Percentage Yield (or “**APY**”) as set forth in Schedule A. In case of disputes, the interpretations and decisions of OANDA shall be final and binding on the Account Holder.

1. Eligibility

- 1.1 To be eligible for the OANDA Credit on Unused Margin Program an Account Holder must be a U.S. Person (a citizen or a lawful permanent resident or a U.S.-based legal entity) and have trading activity in its OANDA account of at least one live trade within one hundred and eighty (180) calendar days as of any given day determined on a rolling basis.
- 1.2 The Credit on Unused Margin Program is offered by OANDA Corporation and is only open to account holders of this entity; clients of any other entity directly or indirectly controlling, controlled by, or under direct or indirect common control with OANDA (such entities, “**OANDA Group Affiliates**”) are not eligible.
- 1.3 Employees of OANDA and OANDA Group Affiliates and their immediate family members shall not be eligible to participate in the Credit on Unused Margin Program. In addition, employees of any partners and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in the organization or conduct of the Credit on Unused Margin Program shall not be eligible to participate in the Credit on Unused Margin Program. The Credit on Unused Margin Program is also not open to employees of any other company engaged in direct competition with OANDA.

2. Mechanics of the OANDA Credit on Unused Margin Program

- 2.1 The amount of the Account Holder’s OANDA account balance minus used margin at any one time shall be hereinafter referred to as “**Unused Margin**”. OANDA shall provide the Account Holder with a credit (the “**Credit**”) if the Account Holder’s average daily Unused Margin for a given calendar month is equal to or greater than \$10,000.00 (as set forth in Schedule A). Such average daily Unused Margin shall be calculated by taking the total amount of the Account Holder’s Unused Margin as of 5:00 PM Eastern Time for every weekday in a given calendar month and averaging it over the number of such weekdays. The amount of the Credit shall be determined by taking the equivalent monthly rate of the APY and multiplying it by the Account Holder’s average daily Unused Margin, as provided in Schedule A attached hereto. The Credit for a given calendar month will generally be credited into an Account Holder’s OANDA account within fifteen (15) business days after the last calendar day of such month.

- 2.2 Notwithstanding anything to the contrary herein, the maximum Credit that may be credited to the Account Holder's OANDA account for a given calendar month shall be \$200,000.
- 2.3 Only one Credit will be paid to the Account Holder for a given calendar month. Once the Account Holder receives a Credit for a given calendar month, the Account Holder will not be eligible to receive any further Credit payments in respect of such calendar month.
- 2.4 The Credit does not represent a commitment to make further payments in the future.
- 2.5 The Account Holder may use the Credit for trading purposes or may be withdrawn from the Account Holder's account as a cash withdrawal.
- 2.6 If any restrictions apply to the Account Holder's account, the Account Holder will not qualify for a Credit until the restrictions have been lifted.
- 2.7 OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with the Credit.

3. General

- 3.1 The OANDA Credit on Unused Margin Program must only be used for personal and non-commercial purposes. The OANDA Credit on Unused Margin Program registration page is intended for eligible clients of OANDA and should not be published or distributed publicly by the Account Holder.
- 3.2 Unless otherwise provided, all references to currency, monetary values and dollars set forth herein shall mean U.S. dollars or the equivalent value in another currency. Such equivalent value shall be determined by OANDA at its sole and absolute discretion.
- 3.3 OANDA reserves the right, at its discretion, at any time, without notice or assigning any reason therefore, to provide the Credit in the same currency as the deposited funds.
- 3.4 If OANDA subsequently discovers that the Account Holder is in fact not eligible to participate in the OANDA Interest on Unused Credit Program, OANDA may at its discretion reverse the Credit. The Account Holder shall not be entitled to any payment or compensation from OANDA should the Credit be forfeited or reclaimed.
- 3.5 OANDA reserves the right in its sole discretion to disqualify the Account Holder from receiving any Credit if the Account Holder tampers or attempts to tamper with the operation of the OANDA Credit on Unused Margin Program or breaches these Terms.
- 3.6 OANDA shall not be liable to the Account Holder or any other persons for any loss, taxes or damage arising in connection with the OANDA Credit on Unused Margin Program, including without limitation, any error, technical malfunction of the internet or OANDA's trading platform, or any breakdown or malfunctions in any computer system, mobile application, downloadable software, or equipment including that of the Account Holder.
- 3.7 The decision of OANDA on all matters relating to the OANDA Credit on Unused Margin Program shall be final and binding on all account holders and any other persons, including, without limitation, any decision to cancel or suspend the OANDA Credit on Unused Margin Program. No correspondence(s) will be entered into.
- 3.8 OANDA reserves the right to cancel, revoke or withdraw the OANDA Credit on Unused Margin Program at any time in case of any suspected abuse of the OANDA Credit on Unused Margin Program by the Account Holder.
- 3.9 OANDA may at any time at in its sole and absolute discretion, without notice or assigning any reason therefore, terminate this OANDA Credit on Unused Margin Program, or delete, vary, supplement, amend, restrict, withdraw or modify any one or more of these Terms in such manner as OANDA shall think fit, including without limitation, the eligibility of the Account Holder, the bases and methods of identification of account holders and any dates in connection with the OANDA Credit on Unused Margin Program. Modifications and/or exceptions to these Terms are at OANDA's sole discretion, and its decision is final. OANDA is the sole arbiter of these Terms and any other issue arising under the OANDA Credit on Unused Margin Program.

- 3.10 OANDA shall not, to the extent permitted by law, be liable for any claims, costs, expenses, losses or damages suffered by any person as a result of the OANDA Credit on Unused Margin Program and the Terms.
- 3.11 Any dispute or situation not covered by these Terms will be resolved by OANDA in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all parties. No correspondence will be entered into.
- 3.12 The Terms are governed by the laws of the state of New York.
- 3.13 If any term of these Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted.
- 3.14 If these Terms are translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency.
- 3.15 The Account Holder is responsible for any and all taxes payable (if any) as a result of the deposit of the Credit to their account, and therefore all account holders should consult their tax advisers concerning the reporting of Credit payments.

Risk Warning: Leveraged trading in foreign currency contracts or other off-exchange products on margin carries a high level of risk and may not be suitable for everyone. We advise you to carefully consider whether trading is appropriate for you in light of your personal circumstances. You may lose more than you invest. Information on this website is general in nature. We recommend that you seek independent financial advice and ensure you fully understand the risks involved before trading. Trading through an online platform carries additional risks. Refer to our website's legal section at: <https://www.oanda.com/us-en/legal/>.

OANDA Corporation is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer with the Commodity Futures Trading Commission and is a member of the National Futures Association, No: 0325821.

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Schedule A

	Tier 1	Tier2
Average Daily Unused Margin ¹	\$10,000- \$49,999	\$50,000+
Applicable Annual Percentage Yield ("APY") ²	2% APY	3% APY

¹ Unless otherwise provided, all amounts in Schedule A are in USD or the equivalent value in the account's nominated currency.

² APY rates stated above are only valid as of the date of these Terms and are subject to change, please refer to: <https://www.oanda.com/ca-en/trading/interest-on-unused-margin/> for currently applicable rates.