AXIA.TRADE

Axiainvestments - TERMS AND CONDITIONS – Special Offers

Created on the 26th of July 2021

1. **INTRODUCTION**

   B. Axiainvestments is a brand operated by Smarttool Trading SC Limited, a Seychelles investment firm, authorised and regulated by the Financial Services Authority of Seychelles with license number SD034 (hereinafter "**We**", "**Our**", "**Us**", or the "**Company**")

   C. Subject to the "Eligibility" section below, Axiainvestments TERMS AND CONDITIONS – Recovery Promotional Offer of **"Free Credit"** (the "**Terms**") apply to any party (hereinafter "**the Client**", "**You**" or "**Trader**") that registers with the Company and holds an active or an inactive (for more than 60 days) trading account with the Company.

   D. These Terms are effective as of the date listed above (the "**Effective Date**).

   E. We may, in our sole discretion, amend or terminate these Terms at any time without given notice to such effect. Such notice may be provided to you by email or other means, but in any case, shall be deemed provided upon updating the Company's website to such effect.

   F. By entering into Transactions in Eligible Instruments (as each term is defined below), you specifically agree to be bound by these Terms.

2. **ELIGIBILITY**

   A. All clients shall be eligible to receive the Free Credit Promotion under these Terms only if:

      i)   The Equity Balance is above $50
      ii)   The Total Deposits above $250
      iii)   Inactive Clients who have no trading activity and/or deposits for a minimum period of 60 days and above.
      iv)   Clients who last logged into their trading account from the 15th of February 2021 till today and have installed the app.

   B. Clients who's lost a substantial amount of money and are seeking help to recover their losses.

      -      Eligibility for these client will be upon company's consideration.

3. **FREE CREDIT DETAILS**

   A. Clients have 30 calendar days to convert the free credit as per turnover's requirement ($100,000 closed volume per $1 credit).
   After the 30 days, the credit and its profits expire or convert to withdrawable funds. There is a difference in terms depending on:
   - if the client deposited during the period of the promotion or not
   - if the client made the turnover requirement or not

   B. You shall be eligible to be benefitted from this promotional offer as per the above Terms (Clause 3.A) and as it further explained in the below scenarios:

End of Campaign	Deposited	No Deposit
Completed Turnover Requirements ($100,000 per $1 Credit, within 30 days)	Keeps Credit	
	Keeps Profits	
Did Not Completed Turnover Requirements ($100,000 per $1 Credit, within 30 days)	Credit Deducted	
	Can withdraw capital only, Profits deducted*	Profits deducted & Cannot Withdraw

*You can only withdraw if the amount you deposited is equal to or greater than the amount of credit you received.

Scenario A: Completed Turnover Scenario (e.g. Client got $100 free credit and made $10,000,000 in closed volume since the credit was received). Whether deposits have been made during the promotion or not: The credit becomes withdrawable money and profits from the trades can be kept as well.

Scenario B: Did not Complete Turnover Scenario within 30 days since the credit was received but the client deposited funds during the promotion: The credit and any profits made after receiving the credit will be deducted*.

Scenario C: Did not Complete Turnover Scenario within 30 days since the credit was received. The client did not deposit during the promotion: The credit will be deducted, as well as the profits generated from trading with it.

4. **GENERAL**

   A. In the event that any tax is payable under these Terms and credited to your Trading Account, such tax will be paid by you. If so required by applicable law, we may withhold any taxes due and settle with the relevant tax authority.
   B. You may bring any claim that you have against us with respect to these Terms no later than ninety (90) days after the date such incident arose.
   C. We shall not be liable to you hereunder, whether in contract, tort or otherwise, for any consequential, incidental, indirect, special or punitive damages including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof, whether or not the possibility of such damages has been disclosed to us in advance or could have been reasonably foreseen by us.
   D. These Terms and any and all matters related hereto shall be governed by and construed in accordance with the laws of Seychelles, and shall be subject to the exclusive jurisdiction of the courts of Seychelles.

   DEFINITIONS

   A. Any conditions used in these Terms which are not defined here shall have the meaning attributed to the term in the Client Agreement.
   B. The following terms shall have the meanings attributed to them below:
      a. "**Free Credit**" means the money credited to Client Trading Account according to the conditions of these Terms.
      b. "**Eligible Instrument**" means Currency Pairs, Equity Indices, Commodities, Stocks and Energies.

TEMPORARY CREDIT AGREEMENT

TERMS

    1.   INTERPRETATION

1.1 Definitions

The following words and expressions, wherever used in this Agreement or in its Schedules, or in any deed of agreement supplement or ancillary hereto, unless there be something in the subject or the context inconsistent therewith, shall have the following meaning:

        1.1.1   "Parties" shall mean the parties to this Client Agreement – the Company and the Client.

        1.1.2   "Temporary Credit" Shall refer to any amount of money loaned by the Company to the Client.

Upon agreed terms and conditions between the two parties (as defined on the company "TERMS AND CONDITIONS – TRADING BONUS SCHEME")
        1.1.3   "PNL" Shall refer to the Client Realized and Unrealized profit and loss accumulated from any given trade or position made by the Client in his trading account.

        1.1.4   "Trading Account", "TA" shall mean the exclusive personalized account of the Client consisting of all the Open Positions and Orders of the Client the balance of the Client money and deposit/withdraw transactions of the Client money. More information on the various types of Trading Accounts offered by the Company from time to time and their particular characteristics and requirements may be found in the Website.

    2.   PARTIES OBLIGATIONS

2.1 The Client understands and acknowledges that during his trading activity with the Company he (The "Client") pledges to receive a Temporary Credit agreement from the Company.

2.2 The Company agrees to grant the Client Temporary Credit of the agreed upon amount as described in paragraph (1.1.2) above.

WHEREAS the Client wishes to borrow certain monies from the Company, and the company is prepared to lend monies to the Client on the terms and conditions herein contained.

Now, therefore, the parties hereto have agreed as follows:

CONDITIONS

1. CREDIT REQUEST
The Temporary Credit shall be given to the Client for the purpose of trading and shall be added to his (The Client's) trading account and cannot be withdrawn.

2. CREDIT AMOUNT REMITTANCE
2.1 The Client commits to remit the credit amount as fresh funds and/or credit card(s).

2.2 The Client commits to remit the credited amount within the agreed upon time period from receipt of the credit amount.

2.3 The Client commits to remit the credited amount regardless to the PNL status of his account.

3. THE COMPANY'S RIGHTS AND OBLIGATIONS

3.1 The Company is obligated to credit the Client's account within 2 business hours upon receiving the signed Agreement.

3.2 The Company reserves the right to withdraw the credited amount and any associated profits at any time without prior notice.

3.3 If the Temporary Credit significantly impacts the final outcome of the account and the Client breaches any of this agreement conditions, the Company has the right to withdraw the credit and any profits made, reverting the account to its pre-credit condition.

3.4 The Company shall not be held responsible for any consequences arising from the above conditions.