# AXIA.TRADE

#### **TERMS AND CONDITIONS – TRADING BONUS SCHEME**

## A. Introduction

- Smarttool Trading SC Limited (hereinafter 'the Company'), operating under the trading name AxiaInvestments, is a Seychelles investment firm, authorized and regulated by the Financial Services Authority ("FSA") of Seychelles as Securities Dealer licensee with license number SD034. Smarttool Trading SC Limited registered office is located at Suite 4F, Global Village, Jivan's Complex Mont Fleuri, Mahe, Seychelles.
- 2. The *"Trading Bonus Scheme"* (hereinafter 'the Bonus Scheme') Terms and Conditions is an integral part of the Company's *Business Terms and Policies*.
- 3. By opening an account on www.axiainvestments.com website, you accept and agree to also comply with these terms and conditions. Moreover, by accepting the bonus terms through acceptance of the Client Agreement, you are bound by its guidelines and provisions for the duration that your bonus is active.

## B. Conditions of Eligibility

- 1. Subject to, and without prejudice to, all other Business Terms and Policies (as provided in the Client Agreement), the offer is available to the Company's Clients who have satisfied the Criteria for the offer ("Eligible Clients") as set out in the sections following hereinafter.
- 2. The Bonus Scheme is offered by the Company to Clients who have an trading account with the Company.
- 3. The Company, at its absolute discretion, offers the Bonus Scheme to any Client(s) as it deems appropriate and for as long as the Company deems to provide it.

## C. Eligible Clients - Terms

- 1. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the Bonus Scheme. Without limiting the foregoing, participation in the Bonus Scheme is not allowed for persons under the age of 18 or otherwise under legal age in their country of residence ("minors").
- 2. Eligible Clients, who meet the criteria set forth herein are able to receive trading bonuses up to 50% of the Deposit Amount or up to \$5000, whichever is the lowest.

## D. General Terms

- 1. In order to activate and credit the Account with Bonus Scheme, all Eligible Clients need to communicate with their account manager and verify their phone number.
- 2. Please note that it may take up to 48 hours before any bonus is added to the account of an Eligible Client who meets all of the criteria set forth herein.



- 3. The Company reserves the right, at its reasonable discretion:
  - i. to decline registration of any participant in the "Bonus Scheme"; and
  - ii. disqualify any participant in the "Bonus Scheme" who abuses or attempts to abuse the operation of the "Bonus Scheme" or breaches these terms and/or any of the "Business Terms and Policies" set forth on the Company's website (i.e. Client Agreement).
- 4. Clients may opt-out from the "Bonus Scheme" whenever they wish at their own cost. Please send your request to your dedicated account manager.
- 5. Under no circumstances shall the Company be liable for any consequences of any trading bonus cancelation or decline, including, but not limited to, order(s) closure by Stop Out.
- 6. The Company reserves the right, at its reasonable discretion, to discontinue the offering of this "Bonus Scheme" to any of its Clients, without having to explain the reasons. The concerned Clients will be informed via email.
- 7. The Company reserves the right to alter, amend or terminate the "Bonus Scheme" or any aspect of it at any time. Prior notice of such changes will be given to Clients and the Company will post any such changes on its website. It is recommended that participants in the "Bonus Scheme" consult these Terms & Conditions on the Company's website regularly. Please note that taking part in the "Bonus Scheme" constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes. Continued use of the account signifies acceptance of the updated terms.
- 8. The Bonus applied to the Accounts of Eligible Clients in accordance with the rules set forth herein cannot be transferred between other trading accounts maintained with the Company.
- 9. Any profits generated from the utilization of the Bonus Scheme is withdrawable in the proportional part between the total deposit and the total bonus. (Total deposit from the beginning or from the latest stop out in between).
- 10. Recovery Credit is excluded.

## F. Wagering requirements

- 1. Eligible Clients will be able to wager the Bonus by meeting the open volume requirement (one side/open leg) on any asset, of more than Bonus USD \*50,000.
- 2. In case the Client receives an additional Bonus, the wagering conditions will be adjusted based on the total amount of the Bonus.

#### Example a:

Client deposited 5,000 USD and received 2,500 USD Bonus. The volume required for the Bonus to be withdrawable is 2,500 \* 50,000 US \$ (125,000,000 USD \$)



#### Example b:

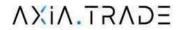
Client deposited 5, 000 USD and received 2,500 USD Bonus. Before wagering the first bonus, client deposits another 4,000 USD and receives an additional 2, 000 USD Bonus. In this case, the volume required for the Bonus to be withdrawable will increase from 125,000,000 USD \$ to 225,000,000 USD \$ ((2,500 + 2,000) \* 50,000)

## G. Special Credit

- 1. Goodwill compensations credit/goodwill credit/compensation credit:
  - i. In cases where credit exceeds 50% of the deposit amount, and in case of goodwill compensations credit/goodwill credit/compensation credit, the client must meet special turnover requirements in order to be able to withdraw any profits generated after receiving the credit.
  - ii. The client must engage in trading activities equivalent to 1:100,000, e.g., the total bonus amount multiplied by 100,000, before being eligible to withdraw any profits generated after receiving the credit.
  - iii. Turnover shall be calculated based on the client's trading volume on any assets within the Company's platform.
  - iv. Failure to meet the turnover requirements within 30 business days from the date of credit allocation may result in the forfeiture of any profits generated from the credited amount.
- 2. Recovery Credit:
  - i. Eligibility for recovery credit will be upon company's consideration.
  - ii. Clients have 30 calendar days from the day the recovery credit was given to complete the turnover requirements. After 30 calendar days, the recovery credit will either expire or be converted into withdrawable funds if the turnover requirements are met.
  - iii. In order to convert the recovery credit into withdrawable funds the client must engage in trading activities equivalent to 1:100,000 (total recovery credit amount multiplied by 100,000) within 30 calendar days, before being eligible to withdraw any part of the recovery credit or profits generated after receiving the credit.

## Example a: Turnover Completed

Client received \$100 in recovery credit and completed \$10,000,000 in closed volume from the day the credit was received, within the 30 calendar days period, the credit is converted into withdrawable funds whether deposits have been made or not during the promotion. The profits generated with the recovery credit during the 30 days period can also be kept or withdrawn by the client.



#### Example 2: Turnover not completed

Client received \$100 in recovery credit but did not complete the required trading volume from the day the credit was received, within the 30 calendar days period, however client made a deposit into the Trading Account equal or greater to the credit amount received, the recovery credit will not be available for withdrawal however the profits generated by trading with the recovery credit will be made available for withdrawal. The recovery credit amount will be deducted from the Trading Account.

#### Example 3: Turnover not completed

Client received \$100 in recovery credit but did not complete the required trading volume from the day the credit was received, within the 30 calendar days period, and did not deposit funds into the Trading Account equal or greater to the credit amount received, neither the recovery credit or the profits generated by trading with the recovery credit will be made available for withdrawal, and both will be deducted from the Trading Account.

#### H. Withdrawal Policy

- 1. Clients may request to withdraw funds from their account at any time, subject to the terms and conditions outlined in the Client Agreement.
- 2. All withdrawal requests will be processed in accordance with the company's standard processing times. The company reserves the right to delay or hold any withdrawal request for verification purposes.
- 3. Impact on Credits and Bonuses
  - i. In the event of any withdrawal of funds from the account, the company reserves the right to remove, either partially or in full, any credits and/or bonuses given by the Company to the related accounts, as well as any profits generated with the related credits and/or bonuses according to the terms and conditions of the credits and/or bonuses given, understood and accepted by the Client of the Company before receiving and start trading with the credits and/or bonuses available in the related accounts. This removal will occur immediately and without prior notice at the time of the withdrawal.
  - ii. Once removed, credits and bonuses are non-refundable and will not be reinstated under any circumstances.
  - iii. The client's account balance will be adjusted accordingly after the removal of credits and bonuses, and any remaining funds will be available for withdrawal or use as per the remaining account balance.
  - iv. By making a withdrawal request, the client acknowledges and agrees to these terms and conditions, including the provision related to the removal of credits and bonuses.

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## E. Restrictions

- All Eligible Clients are permitted to hold only one (1) Bonus Scheme Account per one (1) unique IP address. Multiple registrations from the same IP are not permitted, nor multiple "Trading Bonus" Accounts registered with same personal details.
- 2. Participation of "Intermediaries/Related Parties" in the "Bonus Scheme" is prohibited. If the registration and/or trading data of a participant in the "Bonus Scheme" corresponds with the registration and/or trading information, including but not limited to IP address, of another participant in the "Bonus Scheme", the Company reserves the right to regard this matching as a reason for immediate disqualification. For the purposes hereof, the term "Intermediary(ies)/ Related Party(ies)", when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the "Bonus Scheme", including, without limitation:
  - i. family members, such as brothers, sisters, spouses, ancestors, lineal descendants, and collateral descendants;
  - ii. person or entity, whom any participant in the "Bonus Scheme", directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the "Bonus Scheme"; for purposes of this definition, the term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any participant in the "Bonus Scheme", shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.

## G. Cancelation/Disqualification

- 1. Any indication or suspicion, in the Company's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the credit trading bonus without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash- back arbitrage connected to a Bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited trading bonuses of the Eligible Client's real Trading Account with the Company and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, the Company reserves the right, at its sole discretion to close /suspend (either temporarily or permanently) all such Eligible Client's real Trading Account with the Company, cancel all orders, and annul all profits of such participant. In these circumstances, the Company shall not be liable for any consequences of the bonus cancelation, including, but not limited to, order(s) closure by Stop Out.
- 2. In the event of internal transfers between trading Accounts with the Company, trading bonuses previously credited will be canceled, and bonus will not be provided for the new account.
- 3. If in a 90-day period, client does not meet the required volume as described in this Agreement according to the type of bonus that was received, the Bonus will be immediately canceled.

AXIA.TRADE

- 4. The Company reserves the right to cancel (withdraw or remove) the active bonus of client, without any previous notice, during the occurrence of either one of the following events:
  - i. when the client's balance turns into zero and/or negative, (this means that the client has lost all his funds and part or all of his credit); or
  - ii. if the client's floating net loss (Floating net loss = Floating Loss Floating Profit) equals or exceeds his balance.
  - iii. If a withdrawal was processed as per the Company's withdrawal policy described in this agreement.

In either event, the Company has the right to cancel (withdraw or remove) the active bonus of client and any associated profits, without any previous notice, regardless of the client exposure (has open position or not).

5. The Active Bonus will get cancelled when the Company have reasonable grounds to believe that the Client/s attempted to abuse the Company's Terms and Conditions, or the Bonus given to them (i.e. by engaging to hedging strategies between 2 different accounts with active bonus).

#### **Governing Law**

- 1. The "Bonus Scheme" terms shall be governed by and construed in accordance with the Laws of Seychelles. Any dispute or situation not covered by these terms will be resolved by the Company in the manner it deems to be the fairest to all concerned. That decision shall be final and/or binding on all entrants. No correspondence will be entered into.
- 2. If any of the "Bonus Scheme" terms were to be translated into a language other than English, then the English version of these terms shall prevail where there is an inconsistency.

## **RISK WARNING**

CFDs trading involves a significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure, available at the Company's website.