



## **Terms and Conditions**

### **Trading Bonus /Credits Policy**

#### **1. INTRODUCTION**

1.1. Smarttool Trading SC Limited (hereinafter 'the Company') operating under the trading name AxialInvestments.com is a Seychelles investment firm, authorized and regulated by the Financial Services Authority ("FSA") of Seychelles with license number SD034.

1.2. This "Trading Bonus/Credits Policy" (hereinafter "the Bonus Scheme") is an integral part of the Company's Client Agreement and Business Terms and Policies.

1.3. By opening an account on <https://axiainvestments.com> website, you accept and agree to also comply with these terms and conditions. Moreover, by accepting the bonus/credit terms through acceptance of the Client Agreement, you are bound by its guidelines and provisions for the duration that your bonus/credit is active.

1.4. For the purposes of this and any other agreement between the Company and the Client, 'credits' and 'bonus' shall be interchangeable and have the same meaning.

#### **2. GENERAL TERMS**

##### **2.1. Conditions of Eligibility**

2.1.1. 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 ("minors").

2.1.2. The Bonus Scheme is offered by the Company to Clients who have an active and verified trading account with the Company.

##### **2.2. The Company reserves the right, at its sole discretion, to:**

2.2.1. decline registration of any participant in the "Bonus Scheme"; and

2.2.2. disqualify any participant in the "Bonus Scheme" who abuse or attempts to abuse the operation of the "Bonus Scheme" or breaches these terms and/or any of the terms set forth in the Company "Client Agreement" and "Business Terms and Policies" available on the Company's website (i.e. Client Agreement).

2.3. 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.

2.4. Eligible Clients, who meet the criteria herein can receive trading bonuses up to 50% of the Deposit Amount or up to \$5000, whichever is the lowest.

2.5. In order to activate and credit the Account with Bonus Scheme, Eligible Clients need to communicate with their account manager and verify their phone number.

2.6. Clients may opt-out from the "Bonus Scheme" whenever they wish, and at their own cost. Please send your request to your dedicated account manager.

2.7. Under no circumstances shall the Company be liable for any consequences of any trading bonus cancellation, removal or decline, including, but not limited to, order(s) closure by Stop Out.

2.8. The Bonus granted to Eligible Clients in accordance with these Terms is non-transferable between different trading accounts maintained with the Company

2.9. Any profits generated from the utilization of the Bonus Scheme may be withdrawable in their proportional part between the total deposit and the total bonus, provided all wagering requirements as set forth in this Bonus Scheme Policy have been met (not including special credits and recovery credits)

2.10. All calculations to determine whether the Client has met the requirements and is eligible for potential profits shall be completed only at the conclusion of the relevant period, and no calculations will be made prior to the end of such period.

2.11. 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.

**2.12. Special Credits and Recovery Credits (Free Credits) have their own separate wagering requirements (see terms below)**

2.13. The Company, at its absolute discretion, may choose to discontinue the offer at any time without prior notice. Any changes will be posted on the Company's website, and it is the Client's responsibility to review these terms regularly

Please note that taking part in the "Bonus Scheme" constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.

### 3. CREDIT ON DEPOSIT (REGULAR BONUS)

3.1. Eligible Clients shall be entitled to wager the credit amount and/or withdraw any profits derived therefrom, in their proportional part, subject to the fulfillment of the required trading volume. The minimum open volume requirement (one side/open leg) on any asset shall be no less than fifty thousand (50,000) times the total bonus amount (Bonus USD \* 50,000) within sixty (60) days from the date the credit was granted.

3.2. In instances where the credit exceeds fifty percent (50%) of the deposit amount, Clients shall be required to satisfy a higher open volume turnover requirement of one hundred thousand (100,000) times the total bonus amount (Bonus USD \* 100,000) within sixty (60) days from the date the credit was granted, in order to wager the credit amount and/or withdraw any resulting profits, in proportion to their share.

3.3. In case the Client receives additional credits, the wagering conditions will be adjusted based on the total amount of the credits.

- Example 1:  
If a Client deposits 5,000 USD and receives 2,500 USD in bonus credit, the required trading volume for withdrawal is 2,500 USD \* 50,000 (125,000,000 USD).
- Example 2:  
If the Client makes an additional deposit of 4,000 USD and receives a further 2,000 USD in credit, the new total volume required will be 225,000,000 USD (4,500 USD \* 50,000).

3.4. All calculations shall be completed only at the conclusion of the relevant period.

3.5. The Company reserves the right to remove the credit and/or the profits generated with the credit if the volume requirements are not met within the specified time frame.

3.6. Under no circumstances shall the Company be liable for any consequences of any trading bonus removal, including, but not limited to, order(s) closure by Stop Out.

## 4. SPECIAL CREDITS

4.1. Goodwill compensations credit/goodwill credit/compensation credit

4.1.1. Special credits, including but not limited to goodwill compensations credit, goodwill credit, compensation credit are non-withdrawable.

4.1.2. Clients shall be entitled to withdraw any profits generated from the use of the credit, in proportion to their share, provided that the open trading volume requirement of no less than one hundred thousand (100,000) times the total bonus amount (Bonus USD \* 100,000) is met within sixty (60) days from the date the credit was granted.

4.2. Turnover shall be calculated based on the client's open trading volume on any assets within the Company's platform (one side/open leg).

4.3. Failure to meet the volume turnover requirements within the time limit may result in the forfeiture of the credit and any profits generated from trading with the credit.

4.4. All calculations shall be completed only at the conclusion of the relevant period.

## 5. RECOVERY CREDIT (FREE CREDIT)

5.1. Eligibility for recovery credit will be upon company's consideration.

5.2. Recovery credits are non-withdrawable.

5.3. In order to be eligible to withdraw any profits generated from trading with the Recovery credit, in their proportional part, Clients must:

5.3.1. Achieve a minimum open trading volume of no less than one hundred thousand (100,000) times the total Recovery credit amount within thirty (30) calendar days from the date the Recovery credit was granted and;

5.3.2. Deposit funds into their trading account equal to or greater than the amount of the Recovery credit within the same thirty (30) calendar days.

5.4. Turnover shall be calculated based on the client's open trading volume on any assets within the Company's platform (one side/open leg).

5.5. Failure to meet all the requirements within the specified time frame will result in the removal of the recovery credit and any associated profits from the trading account.

5.6. All calculations shall be completed only at the conclusion of the relevant period.

## 6. WITHDRAWAL POLICY

6.1. Clients may request to withdraw funds from their account at any time, subject to the terms and conditions outlined in the Client Agreement.

6.2. 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.

## 6.3. Impact on Credits and Bonuses

6.3.1. 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 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.

6.3.2. Once removed, both credits and/or bonuses and profits generated by the use of the credits and/or bonuses are non-refundable and will not be reinstated.

6.3.3. The trading account balance will be adjusted after the removal of credits and/or bonuses and profits. Any remaining funds may be available for withdrawal or use as per the remaining account balance.

6.3.4. 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.

## 7. RESTRICTIONS

7.1. 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:

7.1.1. family members, such as brothers, sisters, spouses, ancestors, lineal descendants, and collateral descendants;

7.1.2. 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.

## 8. CANCELTION/DISQUALIFICATION

8.1. The Company reserves the right to cancel (withdraw or remove) the active bonus, without any previous notice and regardless of the client's exposure (open trades), during the occurrence of either one of the following events:

8.1.1. when the client's balance turns to zero and/or negative, (this means that the client has lost all his funds and part or all of the credit); and/or

8.1.2. If the trading account equity is lower than the total amount of credits received (also referred to as "E-C" or "E minus C"); and/or

8.1.3. if the client's floating net loss (Floating net loss = Floating Loss - Floating Profit) equals or exceeds his balance; and/or

8.1.4. If a withdrawal was processed as per the Company's withdrawal policy described in this agreement.

8.2. In the event of internal transfers between trading Accounts with the Company, trading bonuses previously credited will be canceled, and will not be provided for the new account.

8.3. 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.

8.4. The Active Bonus will get cancelled when the Company has reasonable grounds to believe that the Client(s) attempted to abuse the Company's Terms and Conditions, or the Bonus given to them, including but not limited to engaging into hedging strategies between 2 different accounts with active bonus.

## 9. GOVERNING LAW

9.1. 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.

9.2. 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

Contracts for difference ('CFDs') is a complex financial product, with speculative character, the trading of which involves significant risks of loss of capital. Trading CFDs, which is a marginal product, may result in the loss of your entire balance. Remember that leverage in CFDs can work both to your advantage and disadvantage. CFDs traders do not own, or have any rights to, the underlying assets. Trading CFDs is not appropriate for all investors. Past performance does not constitute a reliable indicator of future results. Future forecasts do not constitute a reliable indicator of future performance. Before deciding to trade, you should carefully consider your investment objectives, level of experience and risk tolerance. You should not deposit more than you are prepared to lose. Please ensure you fully understand the risk associated with the product envisaged and seek independent advice, if necessary.

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