

Axiainvestments TERMS AND CONDITIONS – CASH REBATE - IPHONE

Last Updated on April 7, 2021

INTRODUCTION

- A. 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**")
- B. Subject to the "Eligibility" section below, Axiainvestments TERMS AND CONDITIONS – CASH REBATE - IPHONE (the "**Terms**") apply to any party (hereinafter "**the Client**", "**You**" or "**Trader**") that registers with the Company and holds an active trading account as described below in Cash Rebate and iPhone sections ("**Accounts**"), with the Company.
- C. These Terms are effective as of the date listed above (the "**Effective Date**").
- D. We may, in our sole discretion, amend or terminate these Terms at any time without given notice to such effect or by giving no less than 5 Business Days 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. Any such amendment or termination shall not effect any Cash Rebates and/or iPhone giveaways that have already been given and/or credited to your Trading Account.
- E. By entering into Transactions in Eligible Instruments (as each term is defined below), you specifically agree to be bound by these Terms.

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. "**Cash Rebate, Cashback Rebate, Cashback**" means the money credited to the Client according to the conditions of these Terms.
 - b. "**iPhone**" means the promotional 'one-off' material given to the Client according to the conditions of these Terms.
 - c. The "**Client Agreement**" means that certain Client Agreement between you and the Company by which you are bound.
 - d. A "**Completed Transaction**" is any closing of an offer to buy or sell a CFD for an Underlying Asset which is available on the Trading Platform, whether such closing results in a loss or a win.
 - e. "**Eligible Instrument**" means the instruments that fall under the assets' categories as per the table published under Cash Rebate Structure.
 - f. "**Cash Rebate Structure**" means the table defining the exact closed volumes per asset category and the available Cashback that Clients will receive.
 - g.

ELIGIBILITY

- A. You shall be eligible to receive Cashback Rebates under these Terms only for Completed Transactions in Eligible Instruments effected during the term of these Terms. Certain criteria apply for eligible Clients as per below:
- a. GOLD Account users/clients (minimum account size USD 10,000) or higher are eligible to receive cashbacks;
 - b. Only OUT deals take in account.
- B. You shall be eligible to receive an iPhone under these Terms only if the below criteria are satisfied:
- a. Gold Account users/clients (minimum account size USD 10,000) or higher are eligible to receive an iPhone;
 - b. Trading volume has reached USD 50 million.
- C. Notwithstanding the above, we may, in our sole discretion, determine that certain Completed Transactions in Eligible Instruments, are not eligible to earn you Cash Rebates under these Terms or if the Cash Rebate has already been credited to you, that you may not use or withdraw such Cash Rebate. Types of situations in which we may make such determination may include (but are not limited to):
- a. With respect to Completed Transactions that are subsequently cancelled, voided or reversed.
 - b. With respect to a Completed Transaction that we deem to have been based on or containing any Manifest Error.
 - c. If we suspect or discover that you are or have been in violation of the Client Agreement or any other of our terms binding you, or have otherwise engaged in any wrongdoing with respect to your dealings with us.
 - d. If your Trading Account has been closed or suspended in accordance with the terms of the Client Agreement.
 - e. If we have reason to suspect that you have acted fraudulently or obtained an unfair or unintended advantage with respect to these Terms.

CASH REBATE DETAILS

- A. You shall be eligible to receive Cash Rebates under these Terms only for Completed Transactions in Eligible Instruments which are effected during the term of these Terms.
 For each **Cycle** (as such term is defined above) during the term of these Terms, you shall be entitled to receive a Cash Rebate based on the aggregate U.S. Dollar notional value of your Completed Transactions in Eligible Instruments during such Cycle (the “**Notional Value**”). The amount of the Cash Rebate shall be calculated as set forth the table below (the “**Cash Rebate Structure**”).

| | | |
|---|----------------------|--|
| Indices / Forex / Forex Minor / Forex Exotic | | Cashback |
| | Closed Volume | Per \$1M closed volume on assets in this category only |
| | Under USD 2,000,000 | No Cashback |
| | From USD 2,000,000 | USD 10 |
| | From USD 9,000,000 | USD 15 |
| | From USD 17,000,000 | USD 20 |
| | From USD 25,000,000 | USD 25 |
| Commodities \ Metals \ Shares \ Arabian \ Energy | | Cashback |
| | Closed Volume | Per \$1M closed volume on assets in this category only |
| | Under USD 2,000,000 | No Cashback |
| | From USD 2,000,000 | USD 20 |
| | From USD 9,000,000 | USD 30 |
| | From USD 17,000,000 | USD 40 |
| | From USD 25,000,000 | USD 50 |

Please see below a list of specific instruments in which Clients cannot receive Cashbacks

Brent, Brent Future, USOIL, CL Future, EURUSD, USDJPY, GBPUSD, USDCHF, USDCAD, AUDUSD, NZDUSD

- B. Cash Rebate process is operated on a bi-weekly basis on the start date of the Cycle and provided to Clients at the end of each Cycle. The cycles are listed hereafter

| Start Date | End Date |
|-------------------|-------------------|
| 15-May-2022 | 28-May-2022 |
| 29-May-2022 | 11-June-2022 |
| 12-June-2022 | 25-June-2022 |
| 26-June-2022 | 09-July-2022 |
| 10-July-2022 | 23-July-2022 |
| 24-July-2022 | 06-August-2022 |
| 07-August-2022 | 20-August-2022 |
| 21-August-2022 | 03-September-2022 |
| 04-September-2022 | 17-September-2022 |
| 18-September-2022 | 01-October-2022 |
| 02-October-2022 | 15-October-2022 |
| 16-October-2022 | 29-October-2022 |
| 30-October-2022 | 12-November-2022 |
| 13-November-2022 | 26-November-2022 |
| 27-November-2022 | 10-December-2022 |
| 11-December-2022 | 24-December-2022 |
| 25-December-2022 | 07-January-2023 |
| 08-January-2023 | 21-January-2023 |
| 22-January-2023 | 04-February-2023 |
| 05-February-2023 | 18-February-2023 |
| 19-February-2023 | 04-March-2023 |
| 05-March-2023 | 18-March-2023 |
| 19-March-2023 | 01-April-2023 |
| 02-April-2023 | 15-April-2023 |
| 16-April-2023 | 29-April-2023 |
| 30-April-2023 | 13-May-2023 |
| 14-May-2023 | 27-May-2023 |
| 28-May-2023 | 10-June-2023 |

- C. Calculation of the Closed Volume of the Cash Rebates will be conducted only with instruments that fall under the same asset category. In addition, the maximum volume for cash back would be capped to 100M.
- D. Closed Volume shall not be counted from Cycle to Cycle. In the event that in any given Cycle, you do not reach the minimum amount required to receive a Cash Rebate, then the Notional Value achieved for such Cycle shall not be credited to the following Cycle.

IPHONE DETAILS

- A. You shall be eligible to receive an iPhone under these Terms only if the criteria mentioned above are satisfied. It is understood that, this is a 'one-off' promotion.

GENERAL

- B. In the event that any tax is payable on a Cash Rebate 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 and will credit the Cash Rebate to your Trading Account net of such tax.
- C. 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.
- D. 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.
- E. 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.

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. Please read our [Risk Disclosure](#) document.