

Axiainvestments Terms & Conditions – Axia Demo Trading Competition

INTRODUCTION

- A. Axiainvestments is a brand operated by Smarttool Trading SC Limited, a Seychelles investment firm, authorized 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 & Conditions – Axia Demo Trading Competition (the "**Terms, Competition**") apply to any party (hereinafter "**the Client**", "**You**" or "**Trader**") that registers with the Company and meets the criteria as described below.
- C. These Terms will be effective from 12/02/2024 (the "**Effective Period, Competition Period**"). The Competition operates on a weekly cycle, commencing every Sunday and concluding on Friday. It resets at the beginning of each new week, providing participants with a new opportunity to join.
- 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, it shall be deemed provided upon updating the Company's website to such effect.
- E. By entering Transactions in any instruments offered by the Company, 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. "**Prizes**" means the promotional 'one-off' material given to the Client according to the conditions of these Terms.

- b. The “**Client Agreement**” means that certain Client Agreement between you and the Company by which you are bound.
 - c. A “**Completed Transaction**” is the closing of any position, opened during the effective period of this Competition, on any instrument offered by the Company.
- C. Winners announcement will take place every Sunday to allow participants to stay informed about the outcomes of the competition. Axia Trade will communicate the results through official channels, including but not limited to emails, platform notifications, and our designated website section for the competition. Participants are encouraged to regularly check the leader board for timely updates.

ELIGIBILITY

- A. You shall be eligible to win Prizes offered through the Competition only if the below criteria are satisfied:
- a. Participants are required to have received an official email communication from Axia Trade offering the promotion. This email serves as an invitation to join the competition and is a prerequisite for participation;
 - b. The verification/KYC procedures must be completed;
 - c. Trades that are already opened before the Client has entered the Competition and are closed during the Competition will not be counted;
 - d. At least 30 closed positions opened throughout the week are required to qualify for the demo competition. Scalping trading is not included in the counting criteria.
 - e. Only closed positions will be considered in calculating profits for traders who open positions throughout the week. Open positions at the end of the week will not contribute to the profit calculation.
 - f. In the event of open positions held over the weekend, these positions will not be calculated.
 - g. Participants have the opportunity to engage with the following list of eligible trading assets during the competition period:

USDJPY

EURUSD

USOIL

GBPUSD

XAUUSD

NGAS

USDCHF

NSDQ
USDCAD
NGAS
SHBUSD
AUDUSD
XAGUSD
EURGBP
GBPJPY
PALLAD
BRENT
BTCUSD
CL
DOW

- B. Clients with the highest weekly (Sundays-Fridays) returns in the Demo Trading Account Competition will win Cash Prizes based on the calculation provided in these Terms: **Gain = Closed P/L** The Prizes available for this Competition are described in the table below:

<u>Place</u>	<u>Prizes</u>
1 st	\$1000 cash
2 nd	\$500 cash
3 rd	\$250 cash
4 th -10 th	\$100 cash

- C. Prizes are withdrawable only if the participant opens at least 5 positions with his real money account. Scalping and hedge trading activities are not included in the counting criteria.
- D. Notwithstanding the above, we may, in our sole discretion, determine that certain Completed Transactions in instruments that are not eligible to earn you Prizes under these Terms, or if the Prizes that have already been credited to you, that you may not use or withdraw such a Prize. 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.

GENERAL

- A. In the event that any tax is payable on the Prizes, 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.

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.