

## Social Trading Terms and Conditions

### 1. INTRODUCTION

1.1. These Terms and Conditions ("Terms") govern your use of the social trading/copy trading services (the "Platform").

1.2. Smarttool Trading SC ("the Company") offers its clients the opportunity to use and/or benefit from third party services including but not limited to PandaTS Cooma Social Trading platform in any way we deem appropriate.

You acknowledge that we do not accept responsibility for, nor guarantee the accuracy or reliability of, any content or services provided by third parties, including the PandaTS Cooma Social Trading platform.

1.3. The Company reserves the right to update, modify, or revise these Terms at any time. Changes will be posted on the Company's website, and it is the client's responsibility to keep up to date on those terms.

1.4. By opening an account on <https://axiainvestment.com> website and using the Platform, you ("Client" or "you") agree to comply with and be bound by these Terms, including any future modifications. Continued use of the Platform after such modifications constitutes acceptance of the updated Terms. Please read these Terms carefully.

1.5. By participating in Social Trading, you acknowledge that you have read, understood and accepted the Terms and acknowledge that you will be bound by and will comply with the Terms.

1.6. These terms and conditions are supplementary to all existing documentation and constitute a part of Axia's Terms of Service and any other related agreements, and it is each Participating User's responsibility to abide by any laws and enforcement regulation applicable in the jurisdiction where they access the Services.

1.7. The headings in these Terms are for convenience only and shall not govern the meaning or interpretation of any provision.

### 2. DEFINITIONS

For the purposes of these Terms, the following words shall have the following definitions:

- "Terms" refers to these terms of service, along with applicable general terms they incorporate, as updated from time to time and supplemented by any other guidelines, rules, instructions, materials and official communication on the Platform.
- "Lead Trader" refers to a Participating User that can be subscribed to as part of one or more Strategy/Strategies.
- "Copier", "Subscriber" refers to a Participating User that subscribes to one or more Strategy/Strategies.
- "Strategy" refers to the account of the Lead Trader, which can be subscribed to by the Copiers through the Social Trading functionality.
- "Subscription", refers to the act of subscribing to a Strategy to replicate the Lead Trader's trade orders on the Copier's account automatically.
- "Subscription Trade Orders", refers to the trades made as part of your Subscription

## 3. ELIGIBILITY

3.1. Social Trading is not available to persons who are not eligible to use the Platform in accordance with the Axia Client Agreement.

3.2. In addition, you are not eligible to use Social Trading if you are incorporated or otherwise established in, or a citizen or a resident of, including but not limited to, one of the Social Trading unsupported countries/regions.

3.3. Clients shall be aware that Social Trading may not be available while changing his/her location to the unsupported countries/regions, including but not limited to travel or change of IP location. You shall be cautious of the risks and manage your positions accordingly.

3.4. Clients must create an account on the Platform to use its features, including copy trading. Clients agree to provide accurate, current, and complete information during the registration process.

3.5. Clients are responsible for maintaining the confidentiality of their login credentials. The Company is not responsible for any unauthorized access to a Client's account caused by their failure to protect account information.

## 4. GENERAL

4.1. Social trading (or copy trading) allows Clients to replicate the trading strategies of experienced traders (referred to as "Lead Traders") within the Platform. Lead Traders' Strategy may be either conducted manually by the Lead Trader or automatically via bot trading.

4.2. Copy-trading involves linking your portfolio directly and automatically to that of another trader. This means all trades made by the Lead Trader are automatically copied on the subscriber's trading account.

4.3. The Social Trading Platform may disclose partial or full information regarding Lead Traders such as leaderboard name, trading history, risk profile, strategies and other information, subsequently allowing you to make a Subscription at your own discretion.

4.4. By making a Subscription, you explicitly authorize us to attempt to automatically replicate (copy) the Strategy of the selected Lead Trader on your trading account without any prior consultation, consent or approval from you.

4.5. Social Trading involves automated trading execution in which trades are opened and closed in your account without your manual intervention or your further instructions. In case you make any manual modifications, the result achieved may be materially different than that of the Lead Trader you initially copied.

4.6. You also authorize us to set limits to any of your Trading Positions in accordance with general margin rules as outlined in our Client Agreement.

4.7. If the Copier deactivates the Subscription, all of their Trading Positions resulting from this Subscription will be closed.

4.8. Copiers cannot subscribe to one Strategy multiple times.

4.9. All Subscription Trade Orders are executed on the Platform and are subject to the same fees and rules that apply to standard orders of the same type.

4.10. While we will make every effort for your Trade Orders to accurately reflect the Strategy, we cannot guarantee it. There is no guarantee that the Subscription Trade Orders will have the same opening/closing price, opening/closing time and profit/loss ratio due to changes in market conditions, changes in market depth and time-delayed execution of system instructions. Therefore, there is no guarantee that you will achieve the results of the Lead Traders you follow.

4.11. The Lead Trader bears all the liabilities and responsibilities of their trading activities.

4.12. We reserve the right to cancel or roll-back any Strategies or Subscription Trading Orders, if any of them

4.12.1. has the potential to cause unforeseen damage or loss to any user of the Platform or us, or

4.12.2. constitutes misrepresentation, fraud or any illegal act under these Terms or any applicable laws, or

4.12.3. are used in any kind of exploit or hack.

## 5. USER RESPONSIBILITIES

5.1. Clients are solely responsible for their decisions regarding which Lead Traders to follow and/or which Lead Traders to subscribe to, and to ensure they fully understand the risks involved.

5.2. Clients should perform independent research and evaluation before deciding to copy a Lead Trader. Clients are encouraged to consider their own risk tolerance, investment goals, strategies and financial situation, including financial commitments.

5.3. Clients are under no obligation to follow or subscribe to any Lead Trader and may stop copying trades at any time.

## 6. LIMITATION OF LIABILITY

6.1. The Company is not engaged in any contractual relationship with Lead Traders.

6.2. Granting clients the ability to copy or follow or subscribe to a Lead Trader is strictly a functionality of the Platform and not an endorsement of any kind. We cannot vouch for them, and we make no representations as to the level of expertise, skill or care of any particular Lead Trader at any given time.

6.3. The Company makes no representations or warranties regarding the future performance of any Lead Trader. Past performance is not indicative of future results. Clients acknowledge that trading outcomes are influenced by many factors outside of the control of both the Lead Trader and the Company, including market volatility, unforeseen events, and errors in judgment.

6.4. The Company does not assume any liability, responsibility or compensation for the actions of the Lead Traders, including but not limited to the negative outcome of the Lead Trader's positions.

6.5. The Company does not assume any responsibility for any losses incurred by Clients as a result of following Lead Traders, copying trades, or using the Platform. The Company does not accept responsibility for any financial losses, whether direct or indirect, resulting from the use of the Platform or the performance of any trades copied from Lead Traders.

6.6. The Company will not be liable for the acts, omissions and/or with regards to delay or non-delivery of any means of notifications in regard to signals alerts or calendar event alerts.

6.7. It should not be presumed that the methods, techniques, or indicators presented will result in profits or that they will not result in losses.

6.8. Clients understand that all trading decisions, whether based on Lead Traders' activities or other market conditions, are made at their own risk. The Company is not liable for any trade performance or trading outcomes, including any losses incurred from copying trades.

6.9. Social Trading is commenced at the Client's own, exclusive initiative to take part in Social Trading. Any information provided within the Services does not constitute investment advice or any marketing, promotion or offer, investment, personal brand or person.

6.10. Trading in financial markets involves significant risk, and there is a possibility of losing the entire amount invested. Lead Traders share their strategies and trades based on their personal analysis, but we make no guarantees regarding the profitability or success of any trade or strategy.

6.11. The Platform may provide links or access to third-party services or tools. The Company is not responsible for any issues arising from the use of such services or tools.

6.12. To the maximum extent permitted under applicable laws, Social Trading is not intended to amount to securities of any form, collective investment schemes, portfolio or asset management services, investment services or any form of investment in any jurisdiction. We do not offer any investment, tax or financial advice and any information provided on the Platform is solely for informational purposes.

## 7. TERMINATION

7.1. The Company reserves the right to suspend or terminate access to the Platform at any time, without notice, for any reason, including but not limited to violation of these Terms. Upon termination, the Client must immediately cease all use of the Platform.

## 8. GOVERNING LAW

8.1. 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.

8.2. 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.

8.3. 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. Should you not be satisfied with the decision, you have the right to lodge a complaint with the Financial Services Authority (FSA) by completing the [Complaint Handling](#) form, or with the Fair Trading Commission by sending an email to [info@ftc.sc](mailto:info@ftc.sc)

8.4. If any of those 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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