



Terms and Conditions for Trading Alerts

Smarttool Trading SC Limited

1. OVERVIEW

- 1.1. These Terms and Conditions ("Terms") govern the use of the **Trading Alerts** service offered by **Smarttool Trading SC Limited**, operating as **axiainvestments** ("the Company," "we," "us," or "our").
- 1.2. These Terms apply to all clients who:
 - 1.2.1. Have entered into a valid **Client Agreement** with the Company; and
 - 1.2.2. Have voluntarily subscribed to receive Trading Alerts ("the Client," "you," or "your").
- 1.3. By subscribing to the Trading Alerts service, you confirm that you have read, understood, and agreed to these Terms.
- 1.4. Subscribing to and receiving Trading Alerts is entirely optional and not a mandatory component of your trading activity or account. Access to the Trading Alerts service is offered as a **value-added informational feature**, not as an incentive, reward, or solicitation to trade.
- 1.5. The Client acknowledges that the absence or malfunction of this service shall not constitute a breach of the Company's obligations under the Client Agreement.

2. IMPORTANT WARNING

- 2.1. When you subscribe to Trading Alerts, you may receive market-related notifications and analyses via SMS, push notifications or other electronic means.
- 2.2. Please note the following:
 - 2.2.1. The Company acts solely as a **technical distributor** of third-party content.
Any opinions, forecasts, or analyses contained in Trading Alerts represent the views of the **third-party provider only** and do not reflect the opinions or positions of the Company, its officers, directors, or employees.
 - 2.2.2. All Trading Alerts are prepared by reputable independent third-party providers, including but not limited to Trading Central SA. These third-party providers have their own Terms and Conditions, and we encourage you to review and familiarize yourself with those terms as well.
 - 2.2.3. We do not advise you on the merits or risks of any particular transaction based on the SMS. You remain **solely responsible** for how you interpret or act upon any Trading Alert. Trading based on this information is done entirely at your own discretion and risk.
 - 2.2.4. The Trading Alerts service and all related messages **do not constitute investment, financial, or legal advice**.
 - 2.2.5. The content of the Alerts is provided **for informational and educational purposes only**.
 - 2.2.6. Alerts are **not personalized**, do **not consider your financial situation, objectives, or experience**, and **should not be relied upon as a basis for any trading decision**.
 - 2.2.7. The Company does not participate in, influence, or alter the preparation of the Alerts and **does not verify or guarantee their accuracy**.
 - 2.2.8. The Company distributes such content on a non-advisory basis and assumes no duty to monitor, review, or update any third-party information.

3. ELIGIBILITY AND ACTIVATION

- 3.1. To subscribe to Trading Alerts, you must:
 - 3.1.1. Be an approved client of the Company, having completed all onboarding and verification requirements; and
 - 3.1.2. Maintain a Gold Account or higher with an active trading balance.
- 3.2. After meeting the eligibility criteria, you may contact your dedicated **Account Manager** to activate the service.
- 3.3. The number and timing of Alerts may vary depending on your account type. If you hold multiple trading accounts, each account will be treated separately and may receive independent Alerts.

4. TECHNICAL REQUIREMENTS

- 4.1. To receive Trading Alerts, you must ensure that your devices and communication settings meet the necessary requirements, including but not limited to:
 - 4.1.1. A compatible computer or mobile device with a stable internet connection or SMS capability.
 - 4.1.2. An active and functional mobile number and/or data plan.
 - 4.1.3. The Company **mobile application** (if used) must have **notifications enabled** in your device settings in order to receive **push alerts** promptly.
 - 4.1.4. Any email or messaging filters (such as spam or promotional folders) should be adjusted to allow delivery of Alerts and related messages from the Company.
- 4.2. You are solely responsible for maintaining the functionality of your communication channels and for any network, data, or service provider charges incurred as a result of receiving the Alerts.
- 4.3. The Company shall not be held liable for delays, non-delivery, or any issues resulting from device configuration, disabled notifications, or communication network failures.

5. LIMITATION OF LIABILITY

- 5.1. The Company shall not be held liable for any losses, damages, or expenses arising from your use of or reliance on Trading Alerts, or from your inability to receive them.
- 5.2. We make **no representation, warranty, or guarantee** regarding:
 - 5.2.1. The accuracy, completeness, reliability, or timeliness of the information provided;
 - 5.2.2. The suitability of such information for your individual circumstances; or
 - 5.2.3. Any tax, legal, or investment consequences of actions taken based on the Alerts.
- 5.3. We do not guarantee uninterrupted delivery of Alerts, or that Alerts will be received simultaneously by all clients. Delivery may be delayed or disrupted due to:
 - 5.3.1. Network or system failures;
 - 5.3.2. Technical malfunctions of your device or service provider;
 - 5.3.3. Interruptions caused by third-party providers; or
 - 5.3.4. Force majeure events beyond our control.

- 5.4. To the fullest extent permitted by law, and without limiting any other disclaimer herein, the Company disclaims all liability for errors, omissions, or delays in the transmission of Trading Alerts, including losses resulting from reliance on or interpretation of such information.

6. CHANGES TO THE SERVICE

- 6.1. The Company may amend, suspend, or discontinue the Trading Alerts service or these Terms at any time, acting reasonably and in good faith. Where practicable, notice of material changes will be provided via the Company's website.

7. TERMINATION OF SERVICE

- 7.1. Your access to the Trading Alerts service will automatically terminate if your **Client Agreement** with the Company ends.
- 7.2. The Company also reserves the right to suspend, postpone, or permanently discontinue the Trading Alerts service at any time, acting **reasonably and in good faith**.
- 7.3. No fees or penalties shall apply for termination of this service by either party.

8. PRIVACY AND DATA PROTECTION

- 8.1. Your personal information will be handled in accordance with the Company's **Client Agreement, Privacy Policy**, and all applicable data protection laws.
- 8.1.1. The Company does **not share** your personal contact details with the third-party content provider.
- 8.1.2. Your subscription, consent, and any opt-out requests will be **electronically recorded** to ensure traceability and compliance.
- 8.1.3. Personal data related to this service will be securely stored and retained only for as long as necessary to provide the service or as required by law.

9. CONSENT

- 9.1. By subscribing to Trading Alerts, you expressly:
- 9.1.1. Confirm that you have read, understood, and agreed to these Terms and Conditions;
- 9.1.2. Authorize the Company to send you Trading Alerts and process your data for this purpose; and
- 9.1.3. Acknowledge that the information provided is not intended as personalized advice or a solicitation to trade.

10. OPT-OUT OPTION

- 10.1. You may unsubscribe from Trading Alerts **at any time and without charge** by notifying your Account Manager. Your trading account and other services will remain unaffected.
- 10.2. Upon receipt of your request, we will promptly remove you from the Trading Alerts distribution list.

11. FAIR USE AND FREQUENCY

- 11.1. The number and timing of Trading Alerts are determined by the Company in its discretion. We will ensure that communications remain **reasonable, proportionate, and compliant** with applicable marketing and communication standards.

12. SEVERABILITY

- 12.1. If any part of these Terms is held invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision will be severed, and the remaining Terms will continue in full force and effect.

13. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the **laws of the Republic of Seychelles**.

Any dispute arising from or in connection with these Terms shall be subject to the **exclusive jurisdiction of the competent 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.