

Terms of Service

These are the terms and conditions governing the use of the Axi Select Program (or “Program”) between AxiTrader Limited (Business Company Number 25417 BC 2019) (“Axi”, “AxiSelect”, us”, “our” or “we”) its successors and assigns, and you the Client, (“you” or “your”). These terms and conditions are to be read in conjunction with our Product Disclosure Statement, Client Agreement, Product Schedule, Financial Services Guide and Privacy Policy (“Legal Documentation”) available on our website (together ‘the Terms’). You agree to be bound by these Terms and comply with Axi Select Program Rules upon either (i) requesting to apply to join the Axi Select program (if you are an existing Client) or (ii) by completing the Axi Select Program application form. Unless otherwise specified, capitalised terms used in this document have the meaning given to them in the Legal Documentation.

Section 1 – General Conditions

- 1.1 Please carefully read these Terms before accessing or using the Axi Select Program. You may not participate in the Program if you do not agree to these Terms.
- 1.2 Your access to the Program will be terminated immediately if you violate any of the Terms.
- 1.3 Axi retains the right to update, amend, or replace any portion of these Terms. You are required to check the Program website for updates on a regular basis. Your continued use or access to the Program after such modifications are posted implies your acceptance of changes to the Terms.
- 1.4 The Program is only available to persons who are over the age of 18 and live in the countries where the Program is provided.
- 1.5 The Program is limited to one active Account per Client. This means that only one Account can be open at any given time. Your Account cannot be assigned to another party.
- 1.6 ANY INVESTMENT DECISIONS YOU MAY MAKE IN RELIANCE ON INFORMATION WHICH IS CONTAINED IN THE AXI SELECT PROGRAM RULES, THE TRADING ROOM (SELECT.AXI.COM) OR, AS A RESULT OF YOUR USE OF THE AXI SELECT PROGRAM, IS AT YOUR OWN RISK AND AXI, ITS AFFILIATES, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY LOSSES THAT YOU MAY SUSTAIN. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, STRATEGY, OR ANY OTHER PRODUCT OR SERVICE IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR INVESTMENT OBJECTIVES AND YOUR PERSONAL AND FINANCIAL SITUATION AND NEEDS.

Section 2- The Axi Select Program

- 2.1 The Axi Select Program is an all-inclusive capital allocation program that provides funding to assist emerging traders on their journey to becoming full-time traders. Axi aims to give traders the tools necessary to succeed and will provide funding levels based on skill level. Axi uses its own scoring system (referred to as the “**Edge Score**”) to evaluate a traders’ capability. The Program has six progressive stages: Seed, Incubation, Acceleration, Pro, Pro 500 and Pro M.
- 2.2 Upon successfully joining the Axi Select Program you will be required to comply with the Axi Select Program Rules. Please read the Axi Select Program Rules carefully, as they set out the requirements for maintaining your participation in each stage of the Program. These requirements include, but are not limited to, leverage limits, remuneration, treatment of profits, and also detail the circumstances where you may be quarantined or excluded from the Program.

Section 3 – Placing an order – Seed (or Evaluation) Stage

- 3.1 To participate in the Axi Select Program you must hold an Account with Axi (hereinafter referred to as an “**Axi Account**”)
- 3.2 At the first stage of the Program (referred to as the “**Seed**” or “**Evaluation**” stage), after successfully:
- (i) depositing the requisite funds to your Axi Account (as set out in the Axi Select Program Rules); and
 - (ii) acquiring the corresponding Edge Score,
- Axi will open a separate account (referred to as the “**Allocation Account**”) and deposit the corresponding funds to your Allocation Account. Further details on your deposit of funds to the Axi Account and the Edge Score and can be found in the Axi Select Program Rules.
- 3.3 Whenever a subsequent order is placed with us, the order will be placed into the Axi Account and copied to the Allocation Account.
- 3.4 Whilst Axi will endeavour to promptly copy the order to the Allocation Account, we cannot guarantee that the order will receive the same fill price due to delays, liquidity or other circumstances that are beyond our control.
- 3.5 **You must notify us immediately if you believe there has been a delay or other error in placing your order by contacting our support service team at service@axi.com.** We will promptly attempt to rectify the error, however, if we identify that an error is the result of a delay in copying the order to the Allocation Account due to circumstances beyond our control, Axi will not be responsible for payment of any refunds to you. Please refer to the Client Agreement (Clause 12 “Exclusion of Liability”) for further information.
- 3.6 Should you identify an error after placing your order, you are required to contact us within three (3) hours otherwise, Axi will deem that the order placed by you is correct.

Section 4 – Other matters to consider when placing an order

- 4.1 It is important to note, and an essential condition of the Terms, that any funds in the Allocation Account remain the property of Axi.
- 4.2 Leverage limits are determined differently for each stage of the Program. Leverage details are set out in the Axi Select Program Rules.
- 4.3 There will be a maximum Net Open Position (NOP) limit on all orders. Should an order exceed your NOP limit in the Allocation Account, its execution will be rejected and accordingly, the order will not be copied to the Allocation Account. Axi will not be responsible, and you will not be entitled to compensation, under any circumstances where NOP limits are exceeded. If you require further details on your NOP limits, please contact us.
- 4.4 Axi will continuously work to improve the Edge Score. Axi reserves the right to apply changes to the Edge Score at any time. Changes may influence your Edge Score and even affect your current ranking in the Program.

Section 5 – Remuneration

- 5.1 For each stage of the Program, you may be entitled to receive a percentage of the profits gained provided that:
- i. the Allocation Account balance is higher than the original Axi funding amount at the end of the calendar month; and
 - ii. there are no open positions in the Allocation Account.
- 5.2 If the criteria in 5.1 above is met, you will be entitled to receive a percentage of the profit based on the difference between funds in the Allocation Account and the original Axi funding amount.
- 5.3 Should you have any open positions at the end of the month then no payment will be made from the Allocation Account to the Axi Account.
- 5.4 Any profit gained by you on orders placed will be calculated and transferred to the Axi Account each month. Your entitlement to profits only arises once transferred to your Axi Account.
- 5.5 Further information on the percentage of profit entitlement for each stage of the Program can be found in the Axi Program Rules.

Section 6 – Changes to the Axi Select Program

- 6.1 The Program is subject to change without notice. We retain the right to alter or discontinue the Program at any time and without notice. We will not be accountable to you or any third party if the Program is modified, suspended, or discontinued.

Section 7 – Acknowledgements, Representations and Warranties

- 7.1 As a condition of participating in the Program and, notwithstanding the representations, warranties and undertakings you make in the Legal Documentation, you further acknowledge represent and warrant each time you provide instructions through the trading platforms or to us directly that:
- (a) you are over 18 years old, and have capacity to enter into these Terms;
 - (b) you are eligible to enter a legally binding agreement with us in accordance with the laws governing the jurisdiction applicable to you.
 - i. you will not engage in any illegal or unauthorised activity.
 - ii. you will keep your account and other information up to date, including your email address, credit card details, and expiry dates so that we can process transactions and contact you as required.
 - iii. you will not replicate, duplicate, copy, sell, resell, or exploit any component of the Program, or access to the Program or any content on the website through which the Program is offered;
 - iv. every trade that is made by you in the Axi Select account is made solely by you using your independent endeavours and as such you will not copy the trades of any another trader.

- (c) you will not misuse the Program by conducting transactions without following market standard risk management guidelines for trading on financial markets, which includes, among other things, the activities listed below:
- i. intentionally or unintentionally using trading strategies that seek to manipulate any errors in the service, including errors in prices displayed or delay in their update;
 - ii. use an external or slow data feed or high-speed data to perform a trade
 - iii. undertake, solely or in concert with any other individual, including between connected accounts or accounts held with separate Axi entities, trades or combinations of trades, the intent of which is to manipulate trading, for example, simultaneously entering into reverse positions;
 - iv. use any technology, artificial intelligence, ultra-high speed or mass data entry technology that may manipulate, misuse or provide you with an unfair competitive advantage while using our system or services;
 - v. trade in a way that contradicts the way that trading is performed in the forex market or any other financial market, or in a way that results in Axi suffering financial loss as a result of your activities.

7.2 If you breach (or we suspect that you have breached) any warranty or representation, we may close any orders or trades that you have made, and close or disable your Axi account. You will also be required to fully indemnify us due to any contraventions by you of applicable law.

Section 8 – Limitation of Liability; Disclaimer of Warranties

8.1 You expressly acknowledge that your use of the Program, or inability to utilize it, is at your own risk. The program is provided 'as is' and 'as available' for your use, without any express or implied representation, warranties, or conditions of any kind, including all implied warranties or conditions of merchantability, merchantable quality or fitness for a particular purpose. Axi our directors, officers, employees, affiliates, agents, contractors, suppliers, service providers, or licensors shall in no event be liable for any, loss, claim, for any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, or any loss or damage of any kind incurred as a result of the use of the Program or any content (or product) posted, transmitted, or otherwise made available via the Program.

Section 9 – Indemnification

9.1 You agree that Axi has made no express warranties regarding your use of the Program. Axi hereby disclaims all warranties, conditions or representations whether express or implied to the maximum extent permitted by law, including, but not limited to, any warranties or conditions of quality, performance, merchantability or of fitness for a particular purpose. Axi does not represent or warrant that the Program will always be available and accessible, that its operation will be uninterrupted, timely, secure and error-free or that any communication will be complete and accurate. Nor does Axi warrant any connection to or transmission of data from the internet, made through Axi.

9.2 You agree to protect and fully compensate Axi and its affiliates from any and all third party claims, liability, damages, expenses and costs, including, but not limited to, reasonable

attorney's fees, caused by or arising from your use of the Program, your violation of these terms or any applicable laws, or your infringement, or infringement of any intellectual property or other right of any organisation or person.

Section 10 – Errors, Inaccuracies, and Omissions

- 10.1 On rare occasions, information on our site or in the Program may contain typographical errors, inaccuracies, or omissions relating to product descriptions, price, promotions, offers, or availability. If any information in the Program or on any connected website is erroneous, we have the right to remedy any mistakes, inaccuracies, or omissions, and to modify or update information or cancel orders at any time without prior notice (including after you have submitted your order). Except as required by law, we make no commitment to update, revise, or clarify anything in the Program or on any connected website, including, without limitation, price information.
- 10.2 ANY INVESTMENT DECISIONS YOU MAY MAKE IN RELIANCE ON INFORMATION WHICH IS AVAILABLE ON OUR WEBSITE OR AS A RESULT OF THE USE OF THE PROGRAM, IS AT YOUR OWN RISK AND AXI, AND ITS PARTNERS, AFFILIATES, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY LOSSES THAT YOU MAY SUSTAIN. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, OR STRATEGY, OR ANY OTHER PRODUCT OR SERVICE IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR INVESTMENT OBJECTIVES AND PERSONAL AND FINANCIAL SITUATION.

Section 11 – Personal Information

- 11.1 We will use your personal data as set out in our Privacy Policy. Our Privacy Policy is available on our website or by calling our client services team.

Section 12– Severability

- 12.1 In the event that any provision of these Terms is determined to be illegal, invalid or otherwise unenforceable, the provision (or portion) will be enforced to the extent possible or, if incapable of enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of these Terms will continue in full force. The waiver by either party of any default or breach of these Terms will not constitute a waiver of any other or subsequent default or breach.

Section 13 – Termination

- 13.1 You may terminate your participation in the Program at any time by telling us that you no longer wish to utilize our services or by discontinuing your use of the Program.
- 13.2 Axi may immediately terminate your participation in the Program **for any reason at its discretion** including but not limited to, the occurrence of any of the following events: (i) Axi has reason to believe that your activity is not in compliance with any applicable law, including, without limitation, any regulatory rules and any other legislation applicable from time to time; (ii) Axi has reason to believe that your activity is in breach of these Terms (iii) you have failed to complete any form or provide any information as may be required by Axi or you have provided misleading or incorrect information to Axi; (iv) you have failed to provide any document as may be requested by Axi; or (v) Axi has been notified by a third party of a suspected or alleged infringement of property or rights (including the intellectual property

rights of Axi or its affiliates) by you, or your activity. You hereby irrevocably waive any claim or demand against Axi, its affiliates, or their, directors, officers, employees or shareholders.

13. 3 Axi may also terminate your participation in this Program at any time without notice including, but not limited to, if you fail, or we suspect you have failed, to comply with any term or provision of these Terms, and you will remain liable for all amounts due up to and including the date of termination.

Section 14 – Entire Agreement

- 14.1 Axi shall not be deemed to have waived any right or provision of these Terms if we fail to exert or enforce such right or provision. These Terms, as well as any policies or operating rules posted by us on our website or in relation to the Program, represent the entire agreement and understanding between you and us and govern your use of the Program, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

Section 15 – Governing Law

- 15.1 These Terms, as well as any additional agreements under which we provide you services, are regulated and construed in accordance with the laws of Saint Vincent and the Grenadines.