

## SWAP FREE ACCOUNT TERMS AND CONDITIONS

These swap-free trading Account terms and conditions (the **Swap Free Terms**) are a supplement to the Terms which govern our trading relationship with you. These Swap Free Terms apply to you if your Account type is that of a swap free trading Account (the **Swap Free Account**).

### 1 Overview

1.1 A Swap Free Account is an account that is free of rollover, interest and storage fees on select instruments appearing below (which we may amend from time to time). This means that, in the event a Position in one of the select instruments remains open from 23:59:59 to 00:00 (Platform time-zone), it will not be subject to rollover, interest accruals or storage charges.

AUDCAD	EURAUD	GBPCAD	USDCAD
AUDCHF	EURCAD	GBPCHF	USDCHF
AUDJPY	EURCHF	GBPJPY	USDJPY
AUDNZD	EURGBP	GBPNZD	XAGEUR
AUDUSD	EURJPY	GBPSGD	XAGUSD
CADCHF	EURNZD	GBPUSD	XAUEUR
CADJPY	EURUSD	HKDJPY	XAUUSD
CHFJPY	GBPAUD	NZDJPY	XPDUSD
		NZDUSD	XPTUSD

1.2 Our standard Account is a swap enabled Account. A Swap-Free Account may be available to you, upon request.

1.3 We may, at any time, at our discretion and without providing you with a reason:

- (a) refuse to process a request for a Swap Free Account; or
- (b) revoke the Swap Free Account status granted to you, in which case your Account will revert to a swap enabled Account. Should this not be acceptable to you, you may terminate your Account in accordance with the Terms.

### 2 Restrictions and Termination

2.1 You are not permitted to use a Swap Free Account for the primary purpose of making a profit from swaps.

2.2 You agree that if you have an Account with us that is subsequently converted to a Swap Free Account, a swap amount otherwise payable to you may be lost during the execution of the conversion.

2.3 If we detect a form of abuse, fraud, manipulation, cash-back arbitrage, or other form of deceitful or fraudulent activity on your Swap Free Account (as we determine at our discretion), we may, at any time:

- (a) exercise the rights and remedies available to us under the Terms;
- (b) revoke the swap-free status of your Swap Free Account with immediate effect;
- (c) correct and recover un-accrued swaps, related un-accrued interest expenses and costs pertaining to your Swap Free Account; and
- (d) terminate these Swap Free Terms with immediate effect and without the need for a notice or a court order.

### **3 Acknowledgment**

You acknowledge, understand, and agree that:

- (a) we may, at any time and at our sole discretion, charge you for opening overnight Positions in the manner and for the period we deem appropriate;
- (b) the minimum spread for the instruments listed above may be widened and the commission charged may be increased for a Swap Free Account;
- (c) a Swap Free Account is subject to regular checks and monitoring; and
- (d) you might be charged a fee on the Products we offer upon the rollover of a Position. This fee will appear on the Platform under the 'swap' field.

### **4 Miscellaneous**

- 4.1 Unless expressly defined in these Swap Free Terms, words and phrases defined in the Terms will have the same meaning in these Swap Free Terms.
- 4.2 In accordance with the Terms, these Swap Free Terms are governed by and will be construed in accordance with the laws of the SVGFSA.
- 4.3 If these Swap Free Terms or any part thereof is translated into a language other than English, this will be for information purposes only and the English version will prevail in the event of a conflict or inconsistency.
- 4.4 The Terms constitute an integral part of these Swap Free Terms. To the extent that these Swap Free Terms are silent on a matter, the Terms will apply.
- 4.5 All provisions and conditions contained in the Terms shall be valid and effective against you. Nothing in these Swap Free Terms restricts, or otherwise constitutes a waiver of some or part of, the rights we have under the Terms.