
Terms and Conditions of the Zero Swap Campaign

This **Zero Swap Campaign** is offered by KW Investments Ltd (hereinafter referred to as the “**Company**”), a Seychelles Investment Firm authorised and regulated by the Seychelles Financial Services Authority, with license number SD020.

The Client acknowledges, confirms, declares and agrees that by accepting these Terms of the Campaign as contained herein, he/she enters into a legally binding agreement with the Company in relation to the present Zero Swap Campaign.

The Client also acknowledges, confirms, declares and agrees that all the remaining Legal Documents of the Company, as may be found on the Company’s website at www.capex.com/en have been also read, acknowledged and agreed to. The Client acknowledges, confirms, declares and agrees that the content of the Legal Documents govern the Campaign and that these Terms for the Campaign should be read in conjunction with the Legal Documents, as these may be found on the Company’s official website at www.capex.com/en and may be amended from time to time.

This Campaign is valid and effective in accordance with Clause 3.6 and it may be suspended and/or terminated and/or amended at any time and at the sole discretion of the Company.

1. Introduction

1.1. These Terms govern the Zero Swap Campaign that is organized by the Company, in the context of which, each Client of the Company may be eligible Zero Swap, as mentioned herein.

2. Definitions/Interpretations

‘**Campaign**’ means the current Zero Swap Campaign, as presented herein.

‘**Client Agreement**’ means the agreement which governs the provision of investment and/or ancillary services to you by the Company, as concluded between you and the Company upon your successful onboarding with, and verification by, the Company.

‘**Campaign Period**’ means the period during which the Campaign will be valid, and which is set within Clause 3.4 of the Terms.

‘**You**’, ‘**Client**’, ‘**Participant**’ means the Company’s Client who meets all the conditions that are indicated in Clause 4.1 of these Terms.

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'Selected Countries' means countries that the Company may offer services to, in accordance with the Company's Financial Services Authority Seychelles ("FSA") license.

'Swap' means the interest amount added or deducted for holding a position open overnight, as described in the Company's Terms and Conditions.

3. About the Campaign

3.1. The Campaign is only available during the Campaign Period.

3.2. The Client acknowledges and agrees that in order to be eligible for the Zero Swap as part of the Campaign, he/she needs to meet the eligibility criteria in Clause 4.

3.3. To receive the Zero Swap, the Client needs to deposit a minimum of 5,000 USD in a single deposit. Upon depositing the aforesaid amount, the Client should notify his/her Account Representative via email.

3.4. Upon receipt of the Client's email, the Account Representative will inform the Dealing Department to enable the Zero Swap.

3.5. The Campaign Period starts on 03/01/2025, 00:00 AM GMT and ends on 31/01/2025, 23:59 GMT. The Company at its own discretion may end the Campaign at any time.

3.6. The abovementioned criteria of these Terms can be amended at any time at the Company's discretion.

4. Eligibility

4.1. To be eligible to participate in the Zero Swap Campaign and receive the Zero Swap, you must be an existing client of the Company, with a funded account.

4.2. The eligible client must permanently reside in any of the Selected Countries.

4.3. Any Participant who does not meet or partially meets the requirements of the present Terms and Conditions shall not be eligible to receive the Zero Swap.

5. Reward Allocation

5.1. You shall receive the Zero Swap within twenty-four (24) hours after the successful completion of the steps described above, and provided that all Terms have been met. The Zero Swap will be applied up until the 31st of January 2025. This period may be extended at our sole discretion, subject to technical or other issues.

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5.2. All Participants are free to refuse the Zero Swap within 24 hours of receipt. They can do that by contacting us at support.sc@capex.com.

5.3. If the Client has any query and/or requires assistance in relation to the Zero Swap Campaign, he/she may contact us at support.sc@capex.com.

5.4. If the Client has any complaints in relation to the Zero Swap Campaign, he/she may submit such at support.sc@capex.com and each such complaint shall be handled pursuant to the complaint handling policy of the Company.

6. Disqualification

6.1. Participants are not entitled to receive the Zero Swap if a Participant does any of the following, including but not limited to:

- a) violate, manipulate or not abide by any of the Terms or any of our applicable Legal Documents agreed upon during onboarding;
- b) hedging between your accounts and/or other Clients' accounts of the Company;
- c) you close your account and/or withdraw all deposited funds, immediately after the Zero Swap has been applied.

6.2. If the Company believes that you have engaged in any fraud or material abuse or abusive trading or are engaged in any activity that may harm the Company's reputation, the Company may, at its sole discretion, take any actions we see fit in the circumstances, including but not limited to closing of your accounts and/or cancel your right for Zero Swap.

7. Miscellaneous

7.1. By participating in the Zero Swap Campaign, the Participant acknowledges and consents to abide by the present Terms.

7.2. Participation in the Zero Swap Campaign does not constitute any form of partnership, association or joint venture between the Participants and the Company.

7.3. We may, at our sole discretion, suspend, terminate or amend these Terms without prior notice. Should we elect to provide you with notice as to either of the above events, such notice will be in writing, and the respective mandate thereof shall become effective on the date displayed in such written notice, or, if no date is specified in the said notice, immediately. It is hereby clarified that the Company shall not be liable for any consequences of any suspension, termination or change of these Terms.

7.4. The Client acknowledges that where the Company has any suspicion of any form of arbitrage, abuse, fraud, manipulation, cash-back arbitrage connected to the Client's account(s) or any other forms of deceitful or fraudulent activity, then the Company reserves the right, at its sole discretion, to, indicatively, but not exhaustively:

- a. Withhold the Zero Swap.
- b. Close/suspend all of the Client's accounts with the Company.
- c. Void and/or withhold any payment that may be due to the Client.
- d. Disqualify the Client from the Campaign and/or any other scheme and/or campaign of the Company with immediate effect.

7.5. The Client hereby acknowledges, confirms and understands that where any of the circumstances mentioned in Clause 7.4 of the Terms take place, the Company will not be liable for any consequences in relation to the cancellations and/or withholds and/or to any potential damage that may be caused by the above, including, but not limited to, order(s) closure by stop out.

7.6. Nothing in these Terms, or in any other promotional material, will be viewed as provision of investment advice, investment recommendation, portfolio management or any other form of discretionary service. Moreover, the Client understands and agrees that past performance is neither a reliable indicator nor a guarantee of any future results or returns.

7.7. The Terms are published on our website in English. Any translation is a courtesy translation only.

7.8. We cannot provide information about another Participant's account or application status due to privacy reasons.

7.9. Each Participant is solely responsible for any tax implications of the present Zero Swap Campaign. We take no responsibility for any tax related to the Zero Swap Campaign and/or the Zero Swap. (either in whole or in part).

7.10. If, for any reason (e.g. conflict of interest), a Participant is not allowed to receive Zero Swap, the respective Participant is required to inform us in writing prior to participating in the Campaign.

7.11. By participating in the Campaign, you consent to the processing of your personal data, which personal data will be collected and used by the Company and/or any related and/or affiliated and/or contracted (with the Company) companies through automated and/or non-automated means. In addition, you acknowledge and agree that your personal data will be retained and used in accordance with the Company's privacy policy, a copy which will, at all times, be available on the Company's website.

7.12. The Company shall not be liable for any delay in performing or failure to perform any of its rights under these Terms.

- 7.13. Neither the Company nor any affiliated and/or related (with the Company) company/ies shall be liable for any damages and/or losses and/or tax implications and/or any damages and/or losses and/or implications of any nature, that may or will be suffered by you.
- 7.14. Headings inserted in these Terms are used for ease of reference only and shall not affect the interpretation thereof.
- 7.15. No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 7.16. If any term and/or condition and/or provision of these Terms shall be held or made invalid by a court decision, the remainder of the Terms shall not be affected thereby.
- 7.17. In case of any inconsistencies between the subject matter of these Terms and the Client Agreement, these Terms shall prevail.
- 7.18. All capitalized words and phrases used and not defined in these Terms shall have the same meaning as defined in our Client Agreement.
- 7.19. Neither the Company nor any related and/or affiliated and/or contracted (with the Company) companies shall be liable for technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any combination thereof, including any injury or damage to you in the context of your participation in the Campaign.
- 7.20. The Company cannot be held responsible for any action and/or omission of the Client and/or the failure of the Client to monitor and/or review any notification(s) and/or announcement(s) that may be provided by the Company, either via the Company's website and/or via email.
- 7.21. These Terms shall be governed by and construed in accordance with the applicable laws of the Republic of Seychelles. In addition, in the event of a dispute, such dispute shall be submitted to the exclusive jurisdiction of the courts of the Republic of Seychelles, which will have exclusive jurisdiction to adjudicate on such dispute.