# XAUUSD Swap-free Promotion Terms and Conditions

## More Than Trading

PU Prime LLC

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## A. Introduction

1. PU Prime is the commercial name of PU Prime LLC (the "Company", "us", "we", "our", "ours" or "ourselves" as appropriate) and is authorised and regulated by the Financial Services Authority of St. Vincent and the Grenadines under number 271 LLC 2020. The Company registered in St. Vincent and the Grenadines and located at 1 Floor, First St Vincent Bank Building, James Street, Kingstown, St. Vincent and the Grenadines.

2. The "XAUUSD Swap-free Promotion Terms and Conditions" is an integral part of the "PU Prime Terms and Conditions" and provisions set herein are considered as an annex of all "PU Prime Terms and Conditions" and they should be read in conjunction.

## B. Conditions of Eligibility

1. Subject to, and without prejudice to, all other Terms and Conditions, the offer is available to PU Prime's Clients who have satisfied the Eligibility Criteria for the offer ("Eligible Clients") as set out in the sections following hereinafter.

2. The "XAUUSD Swap-free Promotion" may be offered by PU Prime from time to time to clients who open real trading accounts (meaning not demo) with PU Prime, in cases where such clients are referred to PU Prime via specific websites and/or social network sites in the context of certain specific promotions, and/or surveys that PU Prime may be running from time to time on such specific websites and/or social network sites.

3. PU Prime, at its absolute discretion, offers the "XAUUSD Swap-free Promotion" to any Client(s) from any countries/regions, as it deems appropriate and for as long as PU Prime deems to provide it.

4. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "XAUUSD Swap-free Promotion". Without limiting the foregoing, participation in the "XAUUSD Swap-free Promotion" is not allowed for persons under the age of 18 or otherwise under legal age in their country of residence ("Minors"). If you are a minor, you cannot participate in the "XAUUSD Swap-free Promotion".

5. Participation of "Intermediaries/Related Parties" in the "XAUUSD Swap-free Promotion" is prohibited. If the registration and/or trading data of a participant in the "XAUUSD Swap-free Promotion" corresponds with the registration and/or trading information, including but not limited to IP address, of another participant in the "XAUUSD Swap-free Promotion", PU Prime reserves the right to regard this matching as a reason for immediate disqualification. For the purposes hereof, the term "Intermediary (ies)/Related Party (ies)", when used in these Terms and Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the "XAUUSD Swap-free Promotion", including, without limitation:
    a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
    b) person or entity, whom any participant in the "XAUUSD Swap-free Promotion", directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the "XAUUSD Swap-free Promotion"; for purposes of this definition, the term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any participant in the "XAUUSD Swap-free Promotion", shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.

6. Similarly, persons associated in any manner whatsoever with PU Prime and/or with the specific websites and/or social network sites on which PU Prime may be running from time-to-time certain specific promotions, contests and/or surveys, in the context of which access to the "XAUUSD Swap-free Promotion" is offered, are not allowed to participate in the offer.

## C. INTEREST CHARGES ON MARGIN FX / SPOT CFD OPEN POSITIONS

PU Prime may, on its website, designate a Margin FX/Spot CFD contract as a swap-free Margin FX/Spot CFD contract. Where an Order for a swap-free Margin FX/Spot CFD contract is held overnight, the Order will not be subject to a Swap Charge or Swap Credit for the first seven days that the Order is held overnight provided that the Client does not engage in Suspicious Trading Activity with respect to the Order. If the Order remains open for more than seven days, PU Prime will keep monitoring the trading behaviour.

If PU Prime reasonably believes that a client has engaged in Suspicious Trading Activity with respect to a swap-free Margin FX/Spot CFD contract, PU Prime reserves the right to apply Swap Charges or Swap Credits retrospectively from the opening of the Order and to take any other action that is permitted under this Agreement in relation to Suspicious Trading Activity.

**D. WARNING, DEFINITIONS, AND INTERPRETATION**

Suspicious Trading Activity means any belief or decision of PU Prime, reasonably formed or made and whether or not communicated to the Client, that the Client has, either acting alone or with other persons, used the Online Service or placed one or more Orders in a way which:

a) affects the integrity or effective functioning of the Online Services, PU Prime's market for CFDs and Margin FX, or the market for the Underlying Asset to which the CFD or Margin FX contract relates whether or not such conduct is also illegal or also constitutes market abuse; or
b) exploits or otherwise takes advantage of one or more characteristics of the Online Services or of an Order in a manner that was not intended by the characteristic. Such conduct includes but is not limited to:
c) entering into Orders or combinations of Orders such as holding long and short positions in the same or similar Underlying Assets at similar times, irrespective of how the accounts have been funded (for example, but not limited to, personal deposits); or
d) entering into Orders or combinations of Orders in respect of Underlying Assets the Client has entered into a transaction in an underlying market for the Underlying Asset.

**E. LIABILITY AND INDEMNITY**

In calculating or mitigating its loss due to a Default Event or Quoting Error, PU Prime is entitled to:

a) crystalise, unwind, reverse, repair or close any Open Positions by closing any Open Positions; and/or
b) nominate the date on which the open Order is valued; and/or
c) nominate the methodology used to calculate the open Orders' value; and/or
d) take any other action that PU Prime determines to be reasonably necessary to protect its legitimate interests.

**F. "XAUUSD Swap-free Promotion" Terms**

1. Eligible period: From 1 August 2022.

2. Eligible regions: This promotion is open to all regions except Mainland China and/or as per the discretion of the company.

3. Eligible participants: This promotion is open to existing and new clients of PU Prime.

4. Eligible accounts: This promotion is ONLY applicable to Standard Accounts, and Islamic Standard Accounts for both MT4/MT5.
   *PAMM and MAMM need to open additional account to participate.
   *Clients under IBs are allowed to participate. IBs' own trading accounts are ineligible for the promotion. Clients under Affiliates are allowed to participate. The trading accounts opened by an Affiliate's own link are not allowed to participate in the promotion.

5. If there are multiple trading accounts under the same client's name, ALL eligible trading accounts are allowed to participate in this promotion.

6. Eligible orders: All open XAUUSD positions will be swap-free ONLY after the promotion has been successfully activated.

7. The "XAUUSD Swap-free Promotion" applies to all clients who open real (meaning not demo) accounts with PU Prime in accordance with the rules set herein and granted bonuses, if any, may be used for trading purposes only.

8. The PU Prime reserves the right, at its sole discretion:
   i. to decline the registration of any participant in the "XAUUSD Swap-free Promotion"; and
   ii. disqualify any participant in the "XAUUSD Swap-free Promotion" that tampers with or breaches these terms and/or any of the "PU Prime Terms and Conditions" set forth on PU Prime's website.

9. PU Prime reserves the right, at its reasonable discretion, to discontinue the offering of this "XAUUSD Swap-free Promotion" to any of its clients, without having to explain the reasons. Such clients will be informed via email.

10. PU Prime reserves the right to alter, amend or terminate the "XAUUSD Swap-free Promotion" or any aspect of it at any time without having to compensate anyone for it. Prior notice of such changes will be given to clients. Please note that taking part in

the "XAUUSD Swap-free Promotion" constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.

11. Any indication or suspicion, in the PU Prime's sole discretion, of any form of arbitrage (including but not limited to risk-free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the swap fees without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to swap fees or any other forms of deceitful or fraudulent activity, will nullify all previously Swap-Free Offer of the Eligible Client's real trading accounts with PU Prime and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, PU Prime reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client's real trading account(s) with PU Prime, cancel all orders and annul all profits of such participant. In these circumstances, PU Prime shall not be liable for any consequences of the Swap-Free Offer cancellation, including, but not limited to, order(s) closure by Stop Out.

12. Taking part in the "XAUUSD Swap-free Promotion" constitutes acceptance of these Terms & Conditions and of the PU Prime Terms and Conditions set forth on the PU Prime's website.

13. The "XAUUSD Swap-free Promotion" is available for a limited period of time only, as indicated in the rules of engagement of the specific promotion, and/or survey of which the "XAUUSD Swap-free Promotion" is mentioned to be a part of.

14. If these terms and conditions of the "XAUUSD Swap-free Promotion" are translated into a language other than English, the English version is prevailing language in the case of any disputes resulting from mistranslation or otherwise.

15. In the event of any suspicion of lock-up or hedging positions, PU Prime reserves the right to refuse the issuance of rewards, or reclaim the distributed rewards.

**G. Risk Warning**

Trading derivatives and forex carries a high level of risk to your capital and should only be traded with money you can afford to lose. Ensure you read the documents on our Legal Documents page and seek independent advice, to fully understand the risks,

before deciding to trade. This promotion has been prepared without taking account of your objectives, financial situation or needs.