



GCMT SA PTY LTD

# ISLAMIC ACCOUNT POLICY

## TABLE OF CONTENTS

Scope .....	3
Islamic (Swap – Free) Trading Account Use Policy .....	3
Swap Free Accounts.....	3
Terms and Conditions of the Account.....	4
Inactive and Dormancy Policy .....	7

## Scope

The Company is operating under legislation governed by the Financial Sector Conduct Authority of South Africa, incorporated under the laws of South Africa.

The Company is regulated through the following authorized license:

GCMT SOUTH AFRICA (PTY) LTD Trading as CMTrading Registration No. 2013/045335/07, A Juristic Representative and agent of BLACKSTONE MARKETING SA (PTY)LTD, Registration No. 2010/010099/07 (FSP No. 38782). Registered office: 14th Floor Sandton City Office Towers, 158 5th St, Sandton, 2196, South Africa.

## Islamic (Swap-Free) Trading Account Use Policy

The Islamic (Swap-Free) Trading Account Use Policy, "Policy", is a supplement to the Terms & Conditions of Business and governs the terms of Islamic (Swap-free) Trading Accounts.

For the purpose of this Policy, unless the context otherwise requires, the following words and expressions shall have the meaning assigned to them in the 'Definitions' section of the Terms & Conditions of Business. By Completing and/or submitting the Islamic trading account request email and/or documentation/forms posted on the Company's Online Trading Facility ("Request for Islamic (Swap-free) Trading Account") and/or clicking in the appropriate space, or ("Open an Islamic Account") and/or on the "I Accept" button, or similar buttons or links as may be designated by the Company, to show the Client's approval and acceptance and the successful submission to the Company of a request for the conversion of the Client's trading account(s) into Islamic (Swap-free) account(s)("Request").

## Swap Free Accounts

This Islamic Policy Document, the information below, as amended from time to time, the "Risk Disclosure and Warnings Notice" and the "Complaints Policy for Clients" set out the terms upon which the Company will offer Services to the Client. In addition, the various documents above set out the matters which the Company is required to disclose to the Client under the Applicable Regulations.

**1.** Swap-free trading accounts are only available to those Clients who cannot use 'swaps' due to their religious beliefs. In the event the client, due to their observance of their religious beliefs, cannot receive or pay interest, such client may apply for a swap free account by sending a request to:

[support@cmtrading.com](mailto:support@cmtrading.com)

or via such other procedure as we may designate from time to time in our sole discretion, for the account to be converted to a Swap Free Account which will not be charged with or be entitled to premium and/or rollover fees and/or interest.

## Terms and Conditions of the Account

**2.** The client hereby confirms and accepts that a request to render their account Swap Free shall only be made due to their Islamic religious beliefs and for no other reasons whatsoever. The client hereby agrees to provide any documents attesting to their faith, if required to do so.

**3.** Accordingly, in all instances where a Request for an Islamic (Swap-free) trading account is filed with the Company, the Company reserves the right to require an adequate justification for and/or proof of the necessity or need of any such conversion. Furthermore, the Company reserves the right to refuse the processing of any such request, at its sole discretion, for any reason whatsoever, without being obliged to provide any explanation or justification.

**4.** While Clients may file a Request for an Islamic (Swap-free) trading account at any time, the filing of any such Request entails that all other real trading accounts of the Client who files such a Request will automatically be converted into Swap-free trading accounts as well, without any further notice being required from the Company.

**5.** Upon receipt of the Request, the Company shall evaluate the Request submitted and shall inform the Client by e-mail whether the Request has been accepted or not. The terms set out herein will become effective, as of the date on which the Company is sending the abovementioned confirmation e-mail that the Client's Request has been approved.

**6.** In the event that, the Company suspects any abuse, the Company has the right to:

- 1.** Revoke the Swap Free account immediately;
- 2.** Add commission upon each trade executed on the Swap Free account;
- 3.** Render the trading account a normal trading account, carrying swaps;
- 4.** Close any open positions and reinstate them upon the then prevailing market price.

In the event of the above, the client shall bare all costs derived from this action, including but not limited to the cost on the change of the spread.

**7.** Accounts shall be allowed to trade on selected CFDs, selected by the company in its sole discretion.

Swap-free privileges do not apply to Crypto- and Stocks CFD trading instruments with high interest rates like all exotic currency pairs and all ECN DMA types of Accounts. Crypto-, Stock and exotic currency positions may be charged Spread or Swap fees on a daily basis as long as they remain open in accordance with company policy and on our own discretion.

**8.** Clients with a Swap Free account is obligated to close any open CFD position within 10 (Ten) calendar days of opening the position. In the event of your failure to do so, the Company shall charge every open position, as of day 10 (Ten) onward, with Spread to avoid closure of any position and sustain your positions. 'The value of spread is equivalent to the average of 1 point of standard lot and range between \$10 to \$40 or as the company decide otherwise on our own discretion'

**9.** Swap Free accounts are liable for monetary adjustments, other corporate actions and daily funding charges.

**10.** Clients are not allowed to use Swap-free trading accounts to make profits from 'Swaps' and may not request the payment of any 'Swap' amounts that have been lost as a result of converting their real trading account(s) into one or more Swap-free account(s) for the period preceding that, during which their real trading account(s) has/have been converted into one or more Swap-free account(s).

**11.** The Company reserves the right to revoke the Swap-free status granted to any real trading account at any time, at its sole discretion, without being obliged to provide any explanation or justification if:

- 1.** the Company detects any form of abuse, fraud, manipulation, 'interest'/'cash-back arbitrage',
- 2.** any form of deceitful or fraudulent activity relating to any Swap-free account of any Client.

- 12.** The Company reserves the right, at any time, with immediate effect, to
- 1.** revoke the Swap-free status from any and all real trading accounts of such Client that have been converted to a Swap-free trading account;
  - 2.** to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and or costs pertaining to any and all of such Client's Swap-free trading accounts during the period for which such accounts were converted into Swap-free trading accounts; and ;
  - 3.** to close all trading accounts of such Client with the Company, nullify all trades carried out in such Client's trading accounts with the Company and to cancel all profits or losses garnered in such Client's trading account(s) with the Company.
- 13.** The Company reserves the right to revoke the Client's access and/or the access of any Authorized Representative to the Software at any time, where they deem necessary and/or deactivate the Client's Account, without having any obligation to the Client.
- 14.** Where the Client has not carried out any activity and/or transactions for a period, as determined within reason by the Company, the Company reserves the right to carry out additional checks and/or request additional documentation from the Client before they are allowed to resume any activity with the Company.

## Inactive and Dormancy Policy

- 15.** In the event that, a client account remains inactive and/or Dormant, for two (2) months or more (i.e. there is no trading, no open positions, no withdrawals or deposits), it will be charged a monthly maintenance fee.

If the Client Account is inactive for one year or more, and after notifying the Client by notice to their last known address, the Company reserves the right to close the Client Account and render it dormant. Money in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

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**Registered Office:**

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158 5th Street, Sandton,  
Johannesburg, 2196, South Africa

**Email:**

[support@cmtrading.com](mailto:support@cmtrading.com)

**RISK WARNING:**

Trading Foreign Exchange (Forex) and Contracts for Differences (CFD's) is highly speculative, carries a high level of risk and may not be suitable for all investors. You may sustain a loss of some, or all, of your invested capital. Therefore, you should not speculate with capital that you cannot afford to lose. You should be aware of all the risks associated with trading on margin.