



GLOBAL PARTNER

## Islamic (Swap-Free) Trading Account: Terms And Conditions

between

Doo Prime Vanuatu Limited

and

The Client

## 1. Introduction

- 1.1 Islamic (Swap-Free) Trading Account is provided by Doo Prime Vanuatu Limited (Company Registration No. 700238) whose registered office is located at Govant Building, 1st Floor, PO Box 1276, Port Vila, Republic of Vanuatu (“Doo Prime”) subject to the terms and conditions herein.
- 1.2 The terms and conditions herein shall be binding on the Client and the Client undertakes to comply with the terms and conditions herein upon registration of the Client’s Islamic (Swap-Free) Trading Account with Doo Prime.
- 1.3 The Client’s usage or continued usage of the Islamic (Swap-Free) Trading Account shall also be taken as the Client’s consent to be legally bound by the terms and conditions herein and any of its subsequent amendments.
- 1.4 The meanings of words and expressions that were not defined in the terms and conditions herein shall follow the definitions described in the Client Agreement.

## 2. Swap-Free Account

- 2.1 A Swap is the interest and fee payable or deducted for holding an open position overnight. The Client may apply for an Islamic (Swap-Free) Trading Account from Doo Prime whereby the account shall operate without traditional swap fees, in compliance with Shariah law. Instead of swap fees, an administrative fee will be charged daily on all open positions held in the Islamic Account. When a position is reopened, the new position is calculated based on the **closing price**, rather than the original opening price. The Client acknowledges that the dividend charges for applicable trading instruments shall remain payable by the Client and Doo Prime reserves the right to include other charges applicable without any prior notice.
- 2.2 The Client acknowledges that Islamic (Swap-Free) Trading Account does not incur or receive swap or interest charges on trading instruments. However, a holding fee will apply for positions held overnight. The triple holding fee will be applied on Fridays, and only negative fees will be charged (no positive fees will be credited).
- 2.3 The Client acknowledges that the Islamic (Swap-Free) Trading Account is provided to clients who are nationals of certain eligible Islamic countries (*Please refer to our FAQs page*) based on their religious convictions and certain types of trading account only (“Eligible Client”). Doo Prime reserves the sole discretion in providing the Islamic (Swap-Free) Trading Account to the Client.



- 2.4 The Client acknowledges that the Islamic (Swap-Free) Trading Account will only be eligible to clients whose account currency is in USD.
- 2.5 The Client further acknowledges that , in the event the Eligible Client registers an additional ECN or STP account, the account will be automatically converted to an Islamic (Swap-Free) Trading Account.
- 2.6 The trading instruments under Islamic (Swap-Free) Trading Account will be similar to Doo Prime's Account, including but not limited to Forex, Metals, Oils, Spot Index, Cryptocurrency CFDs, Future CFDs, HK Stock CFDs and US Stock CFDs. Doo Prime may amend or remove any trading instruments under the Islamic (Swap-Free) Trading Account at any time without any prior notice to the Client.
- 2.7 Doo Prime reserves the right to suspend or terminate the Client's Islamic (Swap-Free) Trading Account without any prior notice in the following events, including but not limited to:
- (a) any breach of terms and conditions of the Client Agreement;
  - (b) the Client has performed any unfair market practices, including but not limited to fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activities;
  - (c) the trading positions were opened for 14 calendar days or above;
  - (d) when Doo Prime has determined that the Client performed unusual or abnormal trading activities;
  - (e) any Specified Default Event or Force Majeure Event (as described in the Client Agreement) occurs;
  - (f) any Fees owed by the Client is overdue;
  - (g) enforcement by the regulatory authority or Applicable Statutes And Regulations;
  - (h) disruption, failure or error of Trading Platform, Services, software, third party software, equipment, internet service provider or any other technicality error;
  - (i) under abnormal market conditions;
  - (j) Doo Prime has sent a notice of termination to the Client;



- (k) any event that impairs or restricts the Trading Platform to function on a normal basis;
  - (l) any of the Client's Account is suspended;
  - (m) any circumstances Doo Prime deems fit.
- 2.8 Doo Prime reserves the right to claim for any fees and interests due for Swaps from the Client following the suspension or termination of the Swap-Free Account (Islamic Account) described in Clause 2.7.

### 3. Miscellaneous

- 3.1 Save as otherwise expressly provided herein, the Client agrees and undertakes with Doo Prime to indemnify and hold Doo Prime, Doo Prime's associates, related companies, third party service providers, licensors harmless from and against any damage or loss suffered, incurred or sustained by that Doo Prime, or to which that Doo Prime becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfilment of or failure to perform any covenant or obligation contained in the terms and conditions herein by the Client.
- 3.2 The Islamic (Swap-Free) Trading Account shall be provided on "as is, where is" basis. Doo Prime makes no express or implied representations or warranties as to the availability, accuracy or completeness of the Swap-Free Account.
- 3.3 These terms and conditions shall be governed by and construed in all respects in accordance with the laws of the Republic of Vanuatu, and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Vanuatu.
- 3.4 If any provision of the terms and conditions herein or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of the terms and conditions herein shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent. In the event of such partial invalidity, the Parties agree in good faith to replace any such legally invalid or unenforceable provision with valid and enforceable provisions that, from an economic viewpoint, most nearly and fairly approach the effect of the invalid or unenforceable provision.
- 3.5 The terms and conditions herein constitute the entire understanding and agreement between the Parties and supersedes all negotiations, commitments and writings prior to the date hereof pertaining to the subject matter of these terms and conditions.

- 3.6 The official language of these terms and conditions shall be English. Doo Prime may provide these terms and conditions in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of the terms and conditions herein and any other language version, the English version shall prevail.

*(The rest of this page has been intentionally left blank)*