

TERMS & CONDITIONS

Notice

It is your responsibility to read these terms and conditions. Please read them carefully, as you agree to be bound by the terms herein by accessing the Direct FX Trading Pty Ltd (DFXT) website, by completing customer account paperwork, or by completing any transactions with DFXT. If you do not agree to be bound by these terms, do not access the website or otherwise conduct business with DFXT. You are presumed to have read these terms and conditions, and all other legal and compliance documents, by continuing to access the website.

Terms

These terms and conditions cover the account you must have to manage your transactions. Even if the terms describe something in relation to your account, they are terms which apply to your transaction for a financial product.

In order to establish your account, you must complete an account application and that must be accepted by DFXT. DFXT may, in its absolute discretion, accept or decline to provide any one or more financial products that you have selected in your account application.

These terms and conditions will apply to you in respect of any financial product that you have selected in the account application from the earlier of (a) the time DFXT accepts your account application; (b) the time DFXT otherwise agrees to provide the financial products to you; and (c) the time you first place an order in respect of the financial products with DFXT or otherwise instruct us to provide a service in respect of the financial products.

Your account application may be the initial form you give us to open your account or it can be another form which you later give us to apply for other kinds of financial products, in either case in the form we choose to accept. Your forms are in electronic form or, as DFXT permits from time to time.

DFXT may in its discretion allow you to have two or more accounts from time to time. A reference in these terms to “account” is a reference to all of the accounts you have from time to time, unless the context requires a different meaning.

Modification of Terms

These terms and conditions can be modified at the discretion of DFXT and without prior notice. Your use of this website is governed by the version of the terms and conditions in effect on the date the site was accessed by you. You should review the most current version of these terms and conditions by logging on to DFXT website on a regular basis. We will not notify you

individually, however we will publish on our website that the terms and conditions have been modified. This website publication serves as notice of the modification, and you are presumed to have consented to the new terms by continuing to use, view or conduct business via the website.

Other Agreements

These terms and conditions are to be read and interpreted along with all other agreements between you, the Client and DFXT, including but not limited to any customer or account agreements, or any other agreements that govern your use of contents, information, products and services available on and through the DFXT website. **These terms and condition and the other agreements, primarily the customer account application, form one agreement and should be read as such.**

Website Use

Use of DFXT website is intended for your personal use, it is not to be used commercially unless a written agreement between you and DFXT states otherwise.

The content of this website is not to be distributed to, or used by, any person in any country or any jurisdiction where the use or distribution is considered unlawful and contrary to the local regulations. DFXT will not accept nor distribute its products and services to people residing in countries where the use of such services is contrary to local law.

This website is not in any way to be considered a solicitation to buy or offer to sell any product or service to people in any jurisdiction where such products and services are considered unlawful. Thus it is your responsibility as a user of this site to determine the terms of your jurisdiction and to comply with all local laws and regulations.

Outside Advice and Risk

By accessing the DFXT website and agreeing to these terms, you acknowledge that you have had the opportunity to obtain independent taxation and financial advice. DFXT provides general and not personal advice. All information contained in this website is geared towards the general user. DFXT does not provide information about taxes or any other legal matters, nor does it give investment advice.

It is your responsibility to determine if any investment or strategy used is appropriate to you based on your personal appetite for risk, and your personal objectives. Should you need special advice please consult your legal or tax professional who can tailor information to meet your needs.

By using this website, you are representing to DFXT that you have considered your own financial circumstances and that you understand the risks of the transactions you enter into with DFXT.

Reliance on and Use of Information on the DFXT Website

The DFXT website may have general advice, news, quotes, and financial research supplied by third parties, companies that are not affiliated with DFXT. The source of such information will be clearly identified on the website. Such material will be available in certain areas of the site or by a “hyperlink” to the third party. The contents of these links and publications are protected by applicable intellectual property laws and international treaties and is licensed from and owned by the third parties.

DFXT does not approve nor indorse such third-party contents. These contents are considered general advice. They are not to be used as personal or legal advice. The content is obtained from sources believed to be reliable, but cannot and is not guaranteed to be accurate.

DFXT website may contain links to other (third party) websites. While DFXT will work hard to provide accurate and timely information to its clients, the company will not, under any circumstances, guarantee the accuracy and timeliness of the information provided by third parties. Please be aware that DFXT DOES NOT control the contents of these sites, nor the accuracy of information on them. Neither does DFXT endorse the materials on these sites. DFXT WILL NOT be responsible for any of the information provided by third parties, and will not be held liable, nor will it indemnify, for losses sustained as a result of reliance upon third-party information.

Your Rights & Obligations

DFXT grants you a non-exclusive, non-transferable and limited personal license to access and use its website. This license is conditional on your continued compliance with these terms and conditions.

You agree that you will make no changes or links to the website, nor will you resell or permit access to the website to others. You agree that you will not copy any materials appearing on the website for resale or for any other purpose without the prior written consent of DFXT.

You agree that all information on this website is to be used for the sole purpose of executing transactions inside and within the DFXT website.

You also agree to only use the site for the purpose of gaining access to the services it provides. Any other use of this website is considered unlawful, and will lead to termination of any agreements you have with DFXT. Other actions can and will be taken by DFXT if needed. Upon such violation, you are required to immediately cease the use of the DFXT website.

You must keep all passwords secret and ensure that unauthorised third parties do not obtain access to your account.

You agree to use ordinary care and reasonable diligence in protecting your personal account information, including login and password information, and agree to be responsible for any damages due to another's use of your personal account information.

Client Instructions

Transmission of an instruction by you will not constitute a binding contract with DFXT until confirmed by DFXT.

You must execute, or otherwise authorize DFXT to execute, all such agreements and other documents as required to enable the provision of the services and financial products contemplated by you. You appoint DFXT as your attorney to do all things necessary to enter into such agreements on your behalf.

Communications and Information

Unless otherwise indicated any communications, information, or material of any kind that you e-mail or otherwise transmit through the DFXT website, including information, data, questions, comments or suggestions (your "Communications") will be treated as non-proprietary and non-confidential.

By accepting these terms and conditions you grant a license to DFXT. to use your Communications in any way, either on the website or elsewhere, with no liability or obligation to you. DFXT is free to use any idea, concept, know-how or technique or information contained in your Communications for any purpose including, but not limited to, developing and marketing products.

DFXT is entitled, but not obligated, to review or retain your Communications. DFXT may monitor your Communications to evaluate the quality of service you receive, your compliance with these terms and conditions, the security of the web site, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which DFXT monitors your Communications. In no event will DFXT be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of DFXT monitoring your activities.

Disclaimer of Liability

DFXT will NOT be liable for any damages, including but not limited to: special, consequential, incidental, direct or indirect damages incurred from the use of its website. Such damages include but are not limited to, loss of profit from trading, loss of profits due to the use of the general information provided by third parties, inconvenience, delay, slippage in stops, technical difficulties when accessing the trading platforms, even if DFXT has prior knowledge of the possibility of such losses, expenses or damages.

No warranty of any kind, implied, express, statutory, or otherwise, including but not limited to: warranties of title, fitness, merchantability, freedom from defect or computer viruses, or non-infringement of third-party rights, is made or given by DFXT.

Unless otherwise required by law, DFXT will NOT be responsible or liable to you for any losses resulting from causes that DFXT has no direct control over. Such losses include but are not limited to failure of electronic communications and data transmission due to phone line or internet failure. DFXT is NOT liable for any viruses, theft, unauthorized access, fire, weather, war, terrorist acts, accidents, or actions of governments.

Anti-Terrorism/Money Laundering

You acknowledge that:

- (a) we are subject to various anti-money laundering and counter-terrorism financing laws (**AML/CTF Laws**) which may prohibit us from offering services or entering into or conducting transactions; and
- (b) the AML/CTF Laws include prohibitions against any person dealing with the proceeds of or assets used in criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act.

You agree that:

- (c) we are not required to take any action or perform any obligation under or in connection with your account application if we are not satisfied as to your identity or if we suspect on reasonable grounds that by doing so we may breach the AML/CTF Laws;
- (d) we may delay, block or refuse to make any payment or to provide any service if we believe on reasonable grounds that to do so may breach any law in Australia or any other country, and we will incur no liability to you if we do so; and
- (e) we will not incur any liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by us as contemplated in paragraph (a) or (b) above.

You agree to provide all information and documents to us which we reasonably require to comply with any law in Australia or any other country, including any AML/CTF Laws. You agree that we may disclose information which you provide to us, or about transactions you have with us or which you seek to conduct with us, if we are required to do so by any applicable laws in Australia or in any other country.

You represent and warrant to us that the payment of moneys by us in accordance with your account application, or any instructions given by you, will not breach any law in Australia or any other country.

Privacy

Information which the Client provides DFXT and any other information provided by the Client in connection with your account will primarily be used for processing the Clients account application and for complying with certain laws and regulations. DFXT may use this information to send you details of other services or provide you with information that we believe may be of interest to the Client.

You agree that your personal information can be used or disclosed by us as contemplated in your account application. You agree to take all reasonable steps to deliver information or documentation to DFXT, or cause information or documentation to be delivered to DFXT concerning transactions which are requested by a person having a right to request such information or documentation. You understand that if you do not provide any information requested by us or do not agree to us using your information as set out in this clause we may not be able to provide our services to you.

The Client acknowledges and agrees that DFXT is permitted to carry out an electronic database search and search credit reference agencies in order to verify the Client's identity and credit standing, before during and after an account is opened (since the insolvency or bankruptcy of the Client after cessation of the account or termination of your account application may continue to be relevant to DFXT). If such searches are carried out, DFXT may keep records of the contents and results of such searches in accordance with all current and applicable laws.

DFXT may provide all such information regarding the Client in relation to its obligations to, or requests (whether legally binding or not) by a relevant regulatory body.

Illegality

If any event occurs which has the effect of making or declaring it unlawful or impracticable for DFXT to offer or to maintain transactions (including contracts for difference (**CFD**)) to you in accordance with the terms outlined in these terms, DFXT may immediately terminate these terms by providing you written notice of that. A termination of these terms will also result in the closure of all transactions (including all CFDs). Any such termination will not relieve you of any obligations you may have to DFXT in accordance with these terms prior to the termination.

For this clause, events include any change in law, regulation, treaty, order, official directive or ruling or in their interpretation or application by any governmental authority or agent, and the introduction, implementation, operation or taking effect of, any law, regulation, treaty, order or official directive or ruling.

Additional Terms and Applicable Law

These terms and conditions are subject to any mandatory requirements imposed by the law of your country of residence and shall be governed by the laws of New South Wales, Australia without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with DFXT in Australia or elsewhere.

If any part of these terms and conditions are unlawful, void or unenforceable under the law of any jurisdiction, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions under the law of that jurisdiction and the legality, validity or enforceability of that part under the law of any other jurisdiction will not in any way be affected.

The parties recognize electronic and magnetic recordings as evidence when settling disputable matters, as in order to state any facts concerning the obligations for trading operations in the foreign exchange markets.