

GO Markets Pty Ltd

# Client Terms and Conditions - Contracts for Difference

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ABN 85 081 864 039 – AFSL 254963



**GOMARKETS**

first choice for trading

## Contents

RISK ACKNOWLEDGEMENT .....	4
THE SCOPE OF THIS AGREEMENT .....	4
1. Introduction.....	4
2. Your Agreement with us .....	5
3. General information .....	6
4. Acknowledgement.....	7
DEALINGS WITH US .....	7
5. Your account .....	7
6. Instructions and basis of dealing.....	10
7. Execution of orders.....	11
8. Our price.....	11
9. Closing trades .....	11
10. Orders .....	12
11. Our fees and charges .....	13
12. Margin requirement.....	13
13. Margin close out level .....	13
14. Statements and contract notes .....	14
15. Payments and withdrawals .....	15
16. Credit.....	16
OUR RIGHTS IN SPECIAL CIRCUMSTANCES.....	16
17. Manifest error .....	16
18. Events outside our control and market disruption events.....	17
19. Event of default and similar circumstances .....	17
20. Ceasing to provide a product.....	19
21. Netting and set off.....	20
22. Currency conversions and valuations .....	20
23. Corporate actions and other events affecting underlying instruments.....	21
24. Representations, warranties and indemnities.....	22
25. Market abuse .....	23
26. Your Right to Cancel.....	24
27. Complaints and disputes.....	25
MISCELLANEOUS AND LEGAL.....	26
28. Privacy and data protection .....	26
29. Intellectual Property .....	27
30. Website and system use.....	28
31. Limitation of liability .....	30
32. Your money .....	31
33. Taxation .....	32

## Client Terms and Conditions - CFDs

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34.	Amendments and termination .....	32
35.	General provisions relating to the Agreement .....	33
36.	Notices .....	34
37.	Governing law, jurisdiction and language .....	35
38.	Product terms .....	35
39.	Notices and policies .....	36
40.	Conflicts of interest policy .....	38
41.	Notice Regarding Platforms .....	40
42.	Trading tools.....	41
43.	Fair Usage Principles.....	42
44.	Definitions .....	43

## RISK ACKNOWLEDGEMENT

You acknowledge, recognise, and understand that:

- (a) Contracts for Difference (“CFDs”) GO Markets issue are highly speculative, may involve an extreme degree of risk, and are appropriate only for persons who accept risk of loss in excess of their capital with GO Markets.
- (b) because of the low level of capital often required on margin or leverage basis, changes in the price of the underlying Instrument may result in significant losses, which may substantially exceed your investment and margin with GO Markets.
- (c) when you instruct, or request GO Markets to enter into any Trades or purchase any Instrument, any profit or loss on such Trades will be entirely for your own account and risk
- (d) unless it is otherwise specifically agreed, GO Markets does not conduct any continuous monitoring of the transactions entered into by you neither automatically nor manually. Hence, GO Markets cannot be held responsible for transactions developing differently from what you might have presupposed and/or to the disadvantage of you.
- (e) any investments include risks, and you have received no assurance otherwise and no guarantees of profit or similar representations from GO Markets, any group entity, any Introducing Broker, Affiliates or representatives hereof.
- (f) if you do not hold sufficient funds to meet your Margin Requirements, then GO Markets may close your open positions immediately and without notice.
- (g) you should read the Product Disclosure Statement (“PDS”) carefully to understand the risks of trading on a margin or leverage basis for the CFDs issued by GO Markets.
- (h) you should read the Financial Services Guide (“FSG”) carefully to understand about the financial Products to decide whether to use any of the CFDs Products GO Markets provides.
- (i) You should read the Target Market Determination (“TMD”) carefully to understand the suitability of CFDs for you.

## THE SCOPE OF THIS AGREEMENT

### 1. Introduction

GO Markets is regulated by the Australian Securities and Investment Commission (“ASIC”) and holds an Australian Financial Services Licence (AFSL No. 254963). Our registered office is located at Level 7, 447 Collins Street, Melbourne, VIC 3000, Australia.

1.1 CFDs GO Markets issue include:

- Share CFDs (over Australian and International shares).
- Index CFDs.
- Commodity CFDs.
- Cryptocurrency CFDs.
- Foreign Exchange CFDs (FX CFDs).
- Treasury CFDs.

When you trade CFDs, GO Markets acts as principal and we are the issuer of these Products.

1.2 These Terms and Conditions are part of the Agreement between GO Markets Pty Ltd (ACN 081 864 039) (“GO Markets”, “we”, “us” or “our”) and its client (“you” or “yourself”) and apply to CFDs trading and govern all your trades and transactions conducted with us.

## 2. Your Agreement with us

2.1 The Agreement between us relating to CFDs trading consists of the following documents:

- Application Form/Client Agreement.
- These Terms and Conditions.

Together these documents are referred to as the “Agreement”.

2.2 The Agreement supersedes all our previous Terms and Conditions and any amendments thereto and will be effective from the specified date or the date we acknowledge acceptance of your Application Form/Client Agreement.

2.3 Other materials which explain the basis upon which you trade with us but are not included in the Agreement are:

- Market Information, which provides the commercial details for each Market, including Market Hours and other requirements for dealing in each Market. Market Information is located on the Trading Platform. When you use, for example MetaTrader, information specific to such hosting or trading application located on the Website shall supplement the Market Information.
- our website – including our Trading Platform via which you will trade with us.
- our notices and policies – the Risk Warning Notice, our Conflicts of Interest Policy and any notices with respect to trading tools and third-party trading platforms (together “Notices and Policies”). We may make changes to our Notices and Policies from time to time and will make current versions of our Notices and Policies available to you on our website.
- our PDS.
- our FSG.
- our TMD. and
- our Privacy Policy.

CFDs are traded on a margin or leverage basis, a type of trading which carries a high degree of risk to your capital. The price of the Trade you make with us may change quickly and we do not guarantee that Losses will be limited to the amount of funds you have deposited in your Account. If you do not hold sufficient funds to meet your Margin Requirements, then we may close your open positions immediately and without notice. Please read the Risk Disclosures carefully to understand the risks of trading on a margin or leverage basis. You should not deal in GO Markets CFDs unless you understand and accept the risks of margin trading. Trading in these products may not be suitable for everyone.

2.4 Please read the Agreement, the Notices and Policies, the PDS, FSG and TMD carefully and seek independent external professional advice if necessary. Unless we have agreed in writing that any part of this Agreement is not to apply, we will regard this Agreement as setting out all the relevant terms concerning our trading services and any Trades which you enter with us. Trades that we enter with you under this Agreement are legally binding and enforceable. By signing the Application Form or by electronically submitting your application on our website, you confirm that you accept the terms of the Agreement. When we open an Account for you, you will be bound by the Agreement in your dealings with us.

2.5 Interpretations: words and expressions have the meanings set out in the Definitions (Please see Item 44). References to clauses are to clauses in these Terms unless stated otherwise.

- 2.6 Unless written notice is required in accordance with this Agreement, you may communicate with us in writing (including by email or other electronic means), or orally (including by telephone). Email, chat, text, instant messaging features whether transmitted through the internet, a proprietary network, a computer, or otherwise provided to you as a convenience to enhance your communications with us. We shall not be responsible for any loss or damage that results if any request is not accepted or processed. You agree that you shall use these features in compliance with applicable laws and regulations, and you shall not use them to transmit inappropriate information, including information that may be deemed obscene, defamatory, harassing or fraudulent.
- 2.7 The language of communication shall be English, and you will receive documents and other information from us in English. By opening an Account with us, you agree to receive trading services from us in English and subject to the English terms and conditions of this Agreement. We may in our sole discretion provide local language support. If a document is translated into another language this will be for information purposes only and the English version will prevail.
- 2.8 The singular includes the plural and vice versa.
- 2.9 Reference to a person or individual includes an individual, a firm, a partnership, a body corporate, and an unincorporated body.
- 2.10 Any reference in these Terms & Conditions to any law, statute, regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such modification or re-enactment).
- 2.11 If there is any conflict between the terms of these Terms & Conditions and any other terms, these Terms and Conditions shall prevail.
- 2.12 Headings are for reference only and do not in any way affect the meaning of this Agreement.
- 2.13 Each part of this Agreement is severable from the balance of this Agreement and if any part of the Agreement is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity, or enforceability of the balance of this Agreement.
- 2.14 No failure by us to exercise, and no delay by us in exercising any right, power, or remedy in connection with this Agreement will operate as a waiver of that right, power or remedy. No single or partial exercise of any right, power, or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power, or remedy.
- 2.15 This Agreement is not to be interpreted against your interests merely because we proposed these provisions or because we rely on a provision of this Agreement to protect ourselves. If there are any concerns, please speak to your Account Manager to obtain further information or clarification.

### 3. General information

- 3.1 Our trading service is an electronic service, and you specifically consent to the receipt of documents in electronic form via email, our website or other electronic means. We will not send a paper form of any communication to you unless you request us to do so.
- 3.2 You confirm that you have regular access to the internet and consent to us providing you with information about us and our services (including the Market Information), our costs and charges, our Notices and Policies and our FSG and PDS by email or by posting such information on our website, Client Portal or the Trading Platform.

- 3.3 Unless we notify you otherwise, we will classify you as a Retail Client for the purpose of the Corporations Act 2001 (the “Corporations Act”). You have the right to request a different classification, but you must submit adequate documentation to demonstrate your eligibility for the new classification. It is important to note that, upon our approval to your request, you will lose certain protections under the Corporation Act 2001. There may instances where we deem it necessary to reclassify you, but in such cases, we will provide a transparent explanation for our decision and outline how it will impact your entitlements. You also have the right to be re-classified as a Retail Client.
- 3.4 We will deal with you as a principal and not as an agent on your behalf. This means that any Trades are agreed directly between you and us, and we will be the counterparty to all your Trades.
- 3.5 Unless written agreement stating otherwise, you will deal with us as a participant and not as an agent or representative of another person. You must not authorise any person to act on your behalf unless we agree that such person (the “Agent”) can act on your behalf. We will be entitled to rely on any instructions given to us by the Agent in relation to your Account. We may require confirmation that the Agent has authority to act on your behalf at any time we consider reasonably appropriate.
- 3.6 The advice that we provide to you is of a general nature and has been prepared without considering your objectives, financial situation, or needs. Before acting on any general advice, you should consider the appropriateness of the advice, having regard to your objectives, financial situation, and needs. You should obtain and consider the PDS for this product before making any decision about whether to acquire this product. We shall not give advice to you on the merits of any Trade and shall deal with you on an execution only basis.
- 3.7 You will not have any rights of ownership, delivery, or otherwise in any Underlying Instrument as a result of a Trade with us. We will not transfer any Underlying Instrument or any associated rights (such as voting rights or delivery obligations) to you.

## 4. Acknowledgement

- 4.1 We undertake to act efficiently, honestly, and fairly. We will give priority to your interests and undertake that we will not misuse your information. We will use reasonable endeavours to execute or arrange the execution of your instructions. None of our staff are authorised by us or permitted under the Corporations Act to give personal advice. Accordingly, you should not regard any proposed trades, suggested trading strategies or other written or oral communications from us as investment recommendations or personal advice or as expressing our view as to whether a particular trade is suitable for you or meets your financial objectives. You must rely on your own judgement for any investment decision you make in relation to your Account. For investment or tax advice, please contact an independent investment or tax adviser.
- 4.2 Further you acknowledge that you are aware with the use of higher margin and/or leverage the propensity for losses is increased.

## DEALINGS WITH US

### 5. Your account

- 5.1 After we have accepted your Application Form and complete your “know your client” (KYC), we will open your Account. We reserve the right to refuse to open an Account for certain reasons as permitted by certain laws and regulatory requirements. Furthermore, we may change the

features and criteria of our Accounts at any time by notifying you of the change whether on our website, Trading Platform, Client Portal via email, or otherwise. Except as otherwise set forth herein, these Terms and Conditions will apply separately to each Account which we open for you. This means that a separate Cash balance, Net Equity, Total Margin and Margin Close Out Level will apply for each Account, and following an Event of Default, the Trades and Open Positions in respect of each Account will be dealt with separately from the Trades and Open Positions in respect of each other Account. An Open Position which is booked in one Account cannot be transferred to another Account except by closing that Open Position and entering a new Trade to create an Open Position in the other Account.

- 5.2 To fulfill the KYC requirements, we will request relevant information, such as identity documents in order to comply with Anti Money Laundering and Counter Terrorism Financing (AML & CTF) Laws. By accepting these Terms, you agree to provide us with necessary information to ensure compliance with AML & CTF Laws. We will not provide any designated services to you before we have verified your identity. If you choose not to provide the requested documents, we reserve the right to decline opening an Account for you.
- 5.3 You acknowledge that we may pass on information that we've collected from you or about your trading activities to government agencies and regulators in compliance with AML & CTF Laws or other relevant laws and regulations, without notifying you. We may also conduct checks on you (including assessments of restricted lists, blocked people and countries lists) for the purpose of preventing money laundering and other activities that we consider to be necessary or appropriate. We reserve the right to take any action regarding these checks without any liability to you.
- 5.4 You warrant that: (a) you're not aware, and have no reason to suspect, that the money you use to fund your Account has been or will be derived from or related to any money laundering, terrorism financing, illegal activities or tax offences, whether prohibited under Australian law or international law or convention or by agreement; and (b) the proceeds of your investment will not be used to finance any illegal activities.
- 5.5 You are able to open multiple Accounts denominated in the same currency of, or in currencies other than that of the main trading account. The operation of multiple Accounts may mean that you incur additional costs.
- 5.6 Notwithstanding the foregoing and subject to applicable laws, if you have more than one Account, we shall at our discretion (but shall not be obliged) without notice to set off any available Cash Balance, Net Equity, or other funds in one of your Accounts against any of your liability to us (including discharging Margin requirements or liabilities in one or more of your other Accounts) even if the exercise of such set off may result in the closure of open positions in any Account from which funds are transferred.
- 5.7 We are obliged by applicable legal and regulatory requirements to obtain information about your relevant investment knowledge and experience so that we can assess whether a service or Product is appropriate for you; and if it is not, to give you a suitable warning or advise you that we are unable to open an Account for you.

If you choose not to provide us with the information we request or if you provide insufficient information, we will not be able to determine whether the service or Product is appropriate for you. In these circumstances we shall give you a suitable warning and we may not be able to open an Account for you. Please note that we are not obliged to assess or ensure the suitability of any Trades you place.

- 5.8 We may also be required to obtain certain information about your other investment activities to ascertain your status for the purposes of regulations which apply to trading in over-the-counter derivatives.
- 5.9 You undertake that any information you provide to us is correct. You must immediately inform us of any material change to the information provided to us on your Application Form or by any other means, including any change to your contact details, financial status, or any of the information.
- 5.10 For each Account that we open for you, we will provide you with a unique Account number and/or Username, as applicable, and will require such other Security Information as we consider appropriate.
- 5.10.1 It is your responsibility to keep your Security Information (including your Account number and/or Username, as applicable) confidential.
- 5.10.2 You agree that you will not disclose your Account number and/or Username, as applicable, or any other Security Information to any other person.
- 5.10.3 We may agree separate Security Information with your Agent or any joint Account holders.
- 5.10.4 When you deal with us or give us an instruction, we will require details of your Security Information, including your Account number (or in the event your Agent deals with us, your Agent's Account number) and/or Username as applicable.
- 5.11 Except where otherwise provided in this clause, you are responsible for paying any Losses, fees or charges arising from Trades entered into or instructions given using your Account number and/or Username, as applicable, and Security Information. You shall not bear liability for any Losses arising from unauthorised access to our Trading Platform through system abuse (i.e. "hacking"), unless such access is due to your non-compliance with clause 5.10 and/or 30.5. If you fail to comply with these clauses, then you will be liable for the resulting loss.
- 5.12 If you open an Account jointly in the name of yourself and others, then:
- 5.12.1 We may act on instructions from either you or any other person in whose name the Account is opened (each a "Joint Account Holder"), including instructions to trade. In certain circumstances we may require instructions from all Joint Account Holders.
- 5.12.2 We may give any notice or communication to either you or another Joint Account Holder.
- 5.12.3 All Joint Account Holders shall be jointly and severally liable for Losses, fees or charges arising on a Joint Account. Among other things, this means that any monies owed on the relevant Account shall be payable in full by you or any of the other Joint Account Holders.
- 5.12.4 If you or any other Joint Account Holder dies, we may take instructions from and pay any balance to the survivor.
- 5.13 Your Account will be denominated in a Base Currency. Your Base Currency can be found on the Trading Platform. Trades for certain Markets may be conducted in other currencies, however the resulting Open Positions may be valued at or converted to the Base Currency.
- 5.14 Credit and debit entries, including any Daily Financing Fees, deposits, and withdrawals, will be made to your Account. You are responsible for monitoring your Open Positions and any activity in your Account. We are not obliged to monitor or advise you on the effect of any Trade, Order or Open Position. You may access your Account information by logging into the Trading Platform.

## 6. Instructions and basis of dealing

- 6.1 You may place an Order via the Trading Platform. In such circumstances:
- 6.1.1 When you do so you are offering to enter a Trade with us at the price we quote when you complete all obligatory fields and click the relevant icon.
  - 6.1.2 When we receive your Order, we will provide you with an electronic acknowledgement of receipt, but you and we will be bound by a Trade only when details of the Trade are reported as executed on the Trading Platform. If you do not see details of the executed Trade on the Trading Platform, please call us immediately to confirm the status of the Trade.
- 6.2 We may accept Orders by telephone. In the event you place an Order by telephone:
- 6.2.1 Your oral instruction to Trade will constitute an offer to enter a Trade at the price we quote.
  - 6.2.2 If you place an Order by telephone, you can only talk directly to an authorised person. We will not accept an Order left with other employees, on an answering machine or on a voice mail facility.
  - 6.2.3 You and we will be bound by a Trade only when we execute the Trade, and we send you a contract note as described in clause 14.
- 6.3 You may place an electronic Order on the Trading Platform at any time, or you may place a telephone Order with an authorised person during our Trading Hours. However, we will execute Trades only during times which are both our Trading Hours and the Market Hours for the relevant Market. Market Hours are as stated in the Market Information and may change from time to time.
- 6.4 Prices quoted by us (whether by telephone, or the Trading Platform) do not constitute a contractual offer to enter a Trade at the price quotes or at all. We reserve the right to refuse to enter any Trade in certain situations including (but not limited to), when:
- 6.4.1 Trades are placed outside of the Market Hours.
  - 6.4.2 Your Free Margin is insufficient to fund the proposed Trade.
  - 6.4.3 Entry into the Trade would cause you to exceed the maximum Total Margin, if any, applied to your Account.
  - 6.4.4 Our Price or the Trade derives from a Manifest Error.
  - 6.4.5 Events Outside Our Control or Market Disruption Events have occurred.
  - 6.4.6 Any amount you owe us has not been paid.
  - 6.4.7 We believe the Trade would be in breach of this Agreement or any legal or regulatory requirement applicable to you or us.
- 6.5 If we accept a Trade before becoming aware of any of the events described in clauses 6.4.1 to 6.4.7, we may in our sole discretion treat the Trade as void or close the Open Position at Our Price prevailing at the time we close the Open Position. If we choose to maintain the Open Position, you will be liable for the full value of the Trade when it is closed.
- 6.6 We may set minimum and maximum Quantities for opening and/or closing Trades in each Market and different minimum and maximum Quantities for Trades placed on the Trading Platform or by telephone. Minimum and maximum Quantities (if any) are stated in the Market Information.
- 6.7 Subject to our right to refuse to enter any Trade pursuant to clause 6.4, we will use our reasonable endeavours to execute a Trade within a reasonable time after we receive it or after the conditions for an Order are fulfilled.

## 7. Execution of orders

- 7.1 We undertake and you acknowledge that we will deal in compliance with any applicable laws and regulatory requirements; we shall execute all dealings in the sequence in which they are received and recorded unless it would be fair and equitable to allocate such Trades on a different basis.
- 7.2 We make every effort to execute your instructions without errors or omissions. However, it is also your responsibility on receipt to carefully check all transaction confirmations and statement documentation (whether received/accessed electronically or otherwise) and to bring any errors or omissions to our attention. In the absence of such written objection, the daily statements shall be deemed correct in all respects.
- 7.3 Orders may be placed as Market Orders to buy or sell an instrument as soon as possible at the price obtainable in the market, or limit and stop orders to trade when the price reaches a predefined level, as applicable to the various instruments offered. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are thus not guaranteed to be executable at the specified level or amount.
- 7.4 GO Markets may, where required (and necessary), execute a stop loss order in relation to any Trade where there are reasonable grounds to believe that subsequent price movements may be adverse to you. GO Markets shall not be liable to you for any failure to exercise this discretion. A stop loss order is triggered when you have a Sell (Short) Position, and the Trade is traded at or above the stop loss price; or when you have a Buy (Long) Position and the Instrument is traded at or below the stop loss price. Once a stop loss order is triggered or executed it becomes a Market Order and GO Markets shall use its best endeavours to execute the Market Order.
- 7.5 The acceptance of a stop loss order is not a guarantee or representation by GO Markets that the stop loss order can be executed at the stop loss price. By accepting these Terms, you understand that a stop loss order may be triggered by a temporary price fluctuation, potentially leading to sell unnecessarily and GO Markets is not liable for any Losses incurred as a result of this.

## 8. Our price

- 8.1 During Market Hours, we will quote two prices for the Market: a higher price ("Our Offer Price") and a lower price ("Our Bid Price"); together these prices are known as "Our Price" for a Market. Our Price is determined by reference to the price of the Underlying Instrument which is quoted on external securities exchanges or dealing facilities that we select at our discretion.
- 8.2 If a Market Disruption Event or an Event Outside of Our Control occurs, we may not be able to provide a quote for Our Price or execute Trades during Market Hours.
- 8.3 The difference between Our Bid Price and Our Offer Price is "Our Spread". For certain Products, Our Spread may contain an element of charge or commission for us. For some Markets, Our Spreads change frequently and there is no limit to how large any such changes may be. You acknowledge that when you close a Trade, Our Spread may be larger or smaller than Our Spread when the Trade was opened.

## 9. Closing trades

- 9.1 If you have an Account, you can close an open Trade by selecting that specific trade and closing it.
- 9.2 You will usually be able to close an Open Position during Market Hours. In the event where you are unable to close an Open Position, consult clause 9.3 hereunder.
- 9.3 You agree and acknowledge that:
  - 9.3.1 At any time, you may give GO Markets an instruction (by telephone or on the Trading Platform) notice of your intention to Close Out an open Position (whether in whole or part) by specifying the Position and the proportion of the Position that you wish to close.
  - 9.3.2 Upon receipt of a Closing Notice, GO Markets shall use reasonable endeavours to provide a quote for the Closing Price and notify you of that quote. It is your obligation to notify GO Markets as soon as possible as to whether you are willing to accept the Closing Price. Should you accept the Closing Price of the Position, or relevant portion of the Position, will be Closed Out on the Closing Date.
  - 9.3.3 If we cannot determine a price because trading in the Underlying Market is limited, suspended, and/or a price cannot be determined by our Liquidity Provider(s), then the Closing Price may, at its discretion (where necessary), be determined by GO Markets who may have regard to any factors it considers appropriate including, for example, the last traded price of the Underlying Market.
  - 9.3.4 Without limiting GO Markets' discretion, if any Position ceases to be quoted on a Relevant Exchange, or is suspended from quotation, or subject to a trading halt for 3 or more consecutive Business Days, GO Markets may, in its discretion (where necessary), elect to terminate the relevant Position by providing written notice to you.
  - 9.3.5 It may not be possible to Close Out a Position if there is a suspension of trading or a trading halt in respect of the Underlying Market. In such a circumstance, GO Markets may decide, in its discretion, not to Close Out a Position.
  - 9.3.6 Unless otherwise agreed in writing, GO Markets may Close Out a Position(s) if your Equity only covers 50% of the Total Margin Requirement for your open Positions. Your worst offending Position (i.e. the Trade with the largest loss) will be automatically closed at the first price available and as determined by the Instrument price, Liquidity, and other factors that may impact on execution times.
  - 9.3.7 Without limiting the above, if at any time trading on a Relevant Exchange is suspended or halted in any Underlying Market, GO Markets will, in determining the Closing Value of a Position, at its discretion have regard to the last traded price before the time of suspension or halt.
- 9.4 Settlement
  - 9.4.1 You agree and acknowledge that payments to be made to you with respect to any CFDs will be made as follows: When a Position is closed, and settlement occurs a CFD is closed out in accordance with these Terms & Conditions:
    - GO Markets will credit to your Account any amount payable by GO Markets to you, or
    - GO Markets will debit to your Account any amount payable to GO Markets by you.
  - 9.4.2 GO Markets reserves the right to offset any money owed to you against any money owed by you under these Terms & Conditions or any other agreement.

## 10. Orders

- 10.1 The types of Orders we accept, and which types of Orders attach to specific Open Positions are

detailed in the Product Disclosure Statement (PDS). We may at our discretion limit the Quantity of any Trade and Orders we accept without notice. It is your responsibility to understand the features of an Order and how the Order will operate before you place it. Before you place an Order for the first time, we recommend that you read the trading examples on our website so that you fully understand the features of the Order type.

10.2 We endeavour to fill Orders at Our Price reasonably available to us after the price specified is reached or at the occurrence of the event or condition specified in the Order. However, we may not be able to execute Orders if there is an Event Outside of Our Control in relation to an Underlying Instrument. For all Orders we may not be able to execute your Order at the price level you specify, we will endeavour to execute your Order at Our Price nearest to your specified price.

10.3 Guaranteed Stop Loss Orders are not available.

## 11. Our fees and charges

11.1 Depending on the Market, we may:

11.1.1 include an element of profit for us in Our Spread,

11.1.2 charge commission, and/or

11.1.3 impose a Daily Financing Fee on your Open Positions.

11.2 Where permitted by law, we may from time to time share a proportion of Our Spread, commissions and other Account fees with other persons including (without limitation) Referrers. In respect of Referrers, and with your prior written consent, we may collect any fees and charges applicable to your Account from you, as consideration for the services the Referrer provides. \

11.3 We do not currently receive a share of commission or similar payments from other persons in connection with any Trade under this Agreement. If this changes, we will inform you.

## 12. Margin requirement

12.1 Before you place a Trade, which creates an Open Position you must ensure that your Net Equity is sufficient to cover the Margin Requirement in respect of that Open Position. If your Net Equity is less than the Margin Requirement for the Open Position you wish to create, we may reject your Trade. The Margin Requirement must be maintained at all times until the Open Position is closed and may increase or decrease at any time until the Open Position is closed.

12.2 The Margin Requirement for an Open Position is calculated using the Margin Rate for the relevant Market. Margin Rates may be expressed as a percentage, number, or other form applicable to the nature of the Market. The Margin Requirement may increase or decrease at any time until the Open Position is closed.

12.3 Margin Rates for each Market are stated in the Market Information. Unless otherwise stated in our Notices and Policies with respect to third party trading platforms, Margin Rates change as set forth in this clause 12.3. Changes to a Margin Rate will increase or decrease your Margin Requirement. For Margin Rates expressed as a percentage and all Open Positions the Margin Requirement may change as Our Price for the relevant Market changes. Margin Requirement may also be affected by changes in the exchange rate between the Base Currency and the currency of any Open Position.

## 13. Margin close out level

13.1 If the Margin Level for your Account reaches or falls below the Margin Close Out Level, this will be classified as an Event of Default under clause 19. In such circumstances we may, among other

things:

- i) close all or any of your Open Positions immediately and without notice, and/or
- ii) refuse to execute new Trades until your Margin Level exceeds the Margin Close Out Level. It is your responsibility to monitor your Account(s) at all times, and to maintain your Margin Level above the Margin Close Out Level. We will close your Open Positions at Our Price prevailing at the time when your Open Positions are closed.

13.2 We may but are not obliged to contact you before we take any action under clause 13.1.

13.3 You will be notified of the Margin Close Out Level applicable to your Account in our Product Disclosure Statement, on our website, or Trading Platform. We may alter the Margin Close Out Level applicable to your Account at any time. It is your responsibility to remain informed about the Margin Close Out Level applicable to your Account.

13.4 We may notify you of changes to your Margin Close Out Level through any of the following methods: mail, phone, email, SMS, or by posting the update on our website or Trading Platform. While we endeavor to inform you promptly, we cannot be held responsible for any losses resulting from our inability to reach you via these channels or if the contact details you provided are incorrect or outdated.

13.5 The Margin Close Out Level is designed to help limit the extent of your trading Losses. We do not however, guarantee that your Open Positions will be closed when the Margin Level for your Account reaches the Margin Close Out Level or that your Losses will be limited to the amount of funds you have deposited in your Account.

## 14. Statements and contract notes

14.1 Periodic statements, including statements of your Cash, Open Positions and any charges made to your Account will ordinarily be sent to you at least monthly, but in any event will send you a statement of your Cash at least annually. In addition, upon your request, we will provide a statement of the Client Money held by us for you.

14.2 Other than on your specific request, contract notes and statements will be sent to you by email or by being made available through the Trading Platform.

14.3 Subject to the other provisions of this clause 14, it is your responsibility to review all statements received to ensure that they are accurate. If you believe that a statement received by you is incorrect, because it refers to a Trade which you have not placed or for any other reason, you must tell us immediately. Statements will, in the absence of a Manifest Error, be conclusive and binding unless we receive an objection from you in writing within 24 hours of receipt or we notify you of an error in the statement in the same period.

14.4 We will send you a contract note in respect of each Trade that we execute on your behalf, including any new Trade entered into when an existing Open Position is rolled over. The absence of a contract note will not affect the validity of any Trade that is reported as executed on the Trading Platform or is accepted by telephone. If you do not receive a contract note for any Trade you have executed or rolled over, please inform us immediately.

14.5 Contract notes will be sent to you as soon as reasonably practicable and no later than the close of the next Business Day after a Trade is executed.

14.6 Following delivery of a contract note pursuant to clause 14.5, you must notify us if you believe that a contract note is incorrect for any reason by no later than the close of the second Business Day after the relevant Trade is executed.

14.7 If you notify us that you believe a contract note is incorrect for any reason by the time specified in clause 14.6, you and we will attempt to resolve the difference and confirm the relevant Trade as soon as possible.

14.8 In the event we have dispatched a contract note to you in accordance with clause 14.5 and you did not inform us of any perceived inaccuracies within the timeframe specified in clause 14.6, it shall be deemed that you have accepted the terms outlined in the contract note.

14.9

## 15. Payments and withdrawals

15.1 If your Account shows a positive Cash balance, you have the option to request a payment of that amount. we reserve the right to withhold any requested payment, either partially or entirely, if:

15.1.1 you have Unrealised Losses on your Account, and/or

15.1.2 such payment would result in your Net Equity being less than zero, and/or

15.1.3 we reasonably consider that funds may be required to meet any Margin Requirement, and/or

15.1.4 there is any amount outstanding from you to us, and/or

15.1.5 we are required to do so under any relevant legislation or regulation, and/or

15.1.6 we reasonably believe resulted from market abuse in contravention of clause 25, and/or

15.1.7 there is a dispute/litigation between you and us

15.2 We may debit the Cash balance on your Account with any amount due and payable to us under this Agreement. In addition, you are responsible for all costs and expenses we incur as a result of you failing to pay amounts due or if you breach the Agreement including, without limitation, bank charges, court fees, legal fees, and other third-party costs we reasonably incur.

15.3 If we credit a payment to your Account but subsequently discover that the credit was made in error or if it is determined that you have not acted in good faith, we retain the right to reverse the credit and/or cancel any Trades which could not have been made or close any Open Position which could not have been established but for that credit.

15.4 Unless we agree otherwise, any amounts payable to you will be paid by direct transfer to the same source (in your name) from which you have made payment to us.

15.5 Payment of any amount is subject to the following conditions:

15.5.1 Unless otherwise agreed, payment must be made in the Base Currency for your Account.

15.5.2 If payment is made by debit or credit card, the debit or credit card must be accepted by us, and we reserve the right to charge an administration fee.

15.5.3 Unless otherwise agreed your Account will be credited with the net cleared funds received after all deductions of bank charges or any other costs of transfer incurred in relation to the payment.

15.5.4 If made by bank transfer, the transfer must be originated from an account in your name held at an authorised deposit-taking institutions.

15.5.5 If you wish to make a payment through any other bank (or card issued by such a bank) please contact us to confirm the acceptability of the bank concerned before a payment is required to be made, and

15.5.6 If your Account is in debit, the full amount is payable on demand by you.

- 15.6 Third-party deposits and withdrawals are prohibited.
- 15.7 We refuse to accept payment by cheque or banker's draft and may require immediate payment by bank transfer, debit card or any other method of electronic transfer acceptable to us.
- 15.8 If you fail to pay any legitimate sum due to us on the due date in accordance with this Agreement, it will be payable on demand.

### 16. Credit

- 16.1 We may at our discretion allocate Credit to your Account in accordance with clause 16. You will be notified of the amount of Credit available in your Account in writing.
- 16.2 Credit will increase your Net Equity, and this will allow you to place new Opening Positions. You will only be able to place new Opening Positions using Credit if your Net Equity is positive. Credit is to be used solely for Trading purposes.
- 16.3 Notwithstanding clause 16.2 above, Credit may not be used to pay Realised Losses.
- 16.4 Credit is not cash and unless we agree otherwise it may not be withdrawn or transferred from your Account to another account with us or any other financial institution. The provision of Credit is not a risk management tool, and you acknowledge that the Credit on your Account and your indebtedness to us in respect of this Credit is not a limit as to your potential financial liability to us and it will not restrict your losses.
- 16.5 You acknowledge that Credit is determined by us at our discretion based on risk allocation and we may reduce your credit limit at any time. You therefore agree to inform us immediately should your personal financial circumstances change.
- 16.6 Provision of Credit is subject to various terms at the time of issue. You should make sure that you understand and accept these terms before accepting any Credit from us.
- 16.7 We reserve the right to alter the amount of Credit on your Account or to withdraw Credit for any reason on giving you 3 days' notice.

## OUR RIGHTS IN SPECIAL CIRCUMSTANCES

### 17. Manifest error

- 17.1 A Manifest Error is an error, omission or misquote (including any misquote by our dealer) which by fault of either of us or any third party is materially and clearly incorrect when considering market conditions and quotes in Markets or Underlying Instruments which prevailed at that time. It may include, but is not limited to, an incorrect price, date, time, Market or currency pair, financing calculation, rebate, commission or any error or lack of clarity of any information, source, commentator, official, official result or pronouncement.
- 17.2 If a Trade is based on a Manifest Error (regardless of whether you or we gain from the error) and/or closed on the basis of Manifest Error, we may act reasonably and in good faith to:
  - 17.2.1 void the Trade as if it had never taken place,
  - 17.2.2 close the Trade or any Open Position resulting from it, or
  - 17.2.3 amend the Trade, or place a new Trade, as the case may be, so that (in either case) its terms are the same as the Trade which would have been placed and/or continued if there had been no Manifest Error.
  - 17.2.4 Modify the Account balance with or without notice in case profits or losses incurred from a closed Trade(s) on the basis of Manifest Error.

- 17.3 We will exercise the rights in clause 17.2 as soon as reasonably practicable after we become aware of the Manifest Error. To the extent practicable we will give you prior notice of any action we take under this clause but if this is not practicable, we will give you notice as soon as practicable afterwards. If you consider that a Trade is based on a Manifest Error, then you must notify us immediately. We will consider in good faith whether it is appropriate to take any action under this clause 17 considering all the information relating to the situation, including market conditions and your level of expertise.
- 17.4 We will not be held responsible for any loss, costs, claims, or expenses arising from a Manifest Error, provided there is no fraud, willful deceit, or negligence on our side.

## 18. Events outside our control and market disruption events

- 18.1 We may determine that a situation or an exceptional market condition exists which constitutes an Event Outside Our Control and/or a Market Disruption Event.
- 18.2 If we determine that an Event Outside Our Control or Market Disruption Event has occurred, we may take any of the steps referred to in clause with immediate effect. We will take reasonable steps to notify you in advance of any action we intend to take, to the extent practicable. If it is not practicable to give you prior notice, we will notify you at the time or promptly after taking any such action.
- 18.3 If we determine that an Event Outside Our Control and/or a Market Disruption Event has occurred, we may take one or more of the following steps:
- 18.3.1 cease or suspend trading and/or refuse to enter into any Trades or accept any Orders,
  - 18.3.2 alter our normal trading times for all or any Markets,
  - 18.3.3 change Our Price and Our Spreads and/or minimum or maximum Quantity,
  - 18.3.4 close any Open Positions, cancel and/or fill any Orders, and/or make adjustments to the price and/or limit the Quantity of any Trade, Open Positions and Orders,
  - 18.3.5 change the Margin Rates and/or Margin Multipliers in relation to both Open Positions and new Trades,
  - 18.3.6 change the Margin Close Out Level applicable to your Account,
  - 18.3.7 immediately require payments of any amounts you owe us, including Margin Requirement,
  - 18.3.8 void or roll over any Open Positions, and/or
  - 18.3.9 take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.
- 18.4 In some cases, we may be unable, after using reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any Underlying Instrument we consider necessary to hedge or protect our exposure to market and other risks arising from an Open Position. When this occurs, we may close that Open Position at the prevailing Price.
- 18.5 We will not be liable to you for any loss or damage arising under this clause 18, provided we act reasonably.

## 19. Event of default and similar circumstances

- 19.1 The following shall constitute Event of Default:
- 19.1.1 an Insolvency Event occurs in relation to you,
  - 19.1.2 you are an individual and you pass away, become of unsound mind or are unable to pay

- your debts as they fall due,
- 19.1.3 the Margin Level for your Account reaches or falls below the Margin Close Out Level,
  - 19.1.4 you act in breach of any warranty or representation made under this Agreement or any representation or warranty made by you under this Agreement and/or any information provided to us in connection with this Agreement is or becomes untrue or misleading,
  - 19.1.5 any sum due and payable to us is not paid in accordance with this Agreement,
  - 19.1.6 whether or not any sums are currently due and payable to us from you, where any cheque or other payment instrument has not been met on first presentation or is subsequently dishonoured or you have persistently failed to pay any amount owed to us on time including Margin Requirement,
  - 19.1.7 at any time and for any periods deemed reasonable by us you are not contactable, or you do not respond to any notice or correspondence from us,
  - 19.1.8 If we have reason to believe that you may misuse or have misused Automated Trading Software, which could include but is not limited to causing technical glitches on our Platforms or systems and
  - 19.1.9 we reasonably believe that it is prudent for us to take any or all of the actions described in clause 19.2 in the light of any relevant legal or regulatory requirement applicable either to you or us.
- 19.2 If any Event of Default occurs, we may, in our discretion, take all or any of the following actions:
- 19.2.1 immediately require payment of any amounts you owe us, including in respect of any Margin Requirement,
  - 19.2.2 unless already closed or cancelled pursuant to clause 19.4, close all or any of your Open Positions,
  - 19.2.3 convert any balance to your Base Currency in accordance with clause 22,
  - 19.2.4 cancel any of your Orders,
  - 19.2.5 subject to the application of clause 21, exercise our rights of set-off and combination,
  - 19.2.6 change the Margin Close Out Level applicable to your Account,
  - 19.2.7 impose a Margin Multiplier to your Trades or Account,
  - 19.2.8 suspend your Account and refuse to execute any Trades or Orders,
  - 19.2.9 alter or withdraw the Credit on your Account,
  - 19.2.10 terminate this Agreement, and/or
  - 19.2.11 take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.
- 19.3 We may, in our discretion, also close your Account on seven days' notice in the circumstances set out below. If we rely on our rights under this clause, your Account will be suspended during the seven day notice period and you will not be able to place Trades other than those to close existing Open Positions. If you have not closed all Open Positions within the period of seven days' notice, we shall be required to take any action within clause 19.2. The relevant circumstances are:
- 19.3.1 any litigation is commenced involving both of us in an adversarial position to each other and, in view of the subject matter of or any issues in dispute in relation to that litigation, we reasonably decide that we cannot continue to deal with you while the litigation is pending,
  - 19.3.2 where you have persistently acted in an abusive manner toward our staff (for example by displaying what we consider to be serious discourtesy or the use of offensive or

insulting language), or

- 19.3.3 where we believe on reasonable grounds that you are unable to manage the risks that arise from your Trades.
- 19.4 Without limiting our right to take any action under clauses 19.2 and 19.3, we may also close individual Open Positions and/or cancel any Orders where:
  - 19.4.1 we are in dispute with you in respect of an Open Position. In this case we can close all or part of the Open Position in order to minimise the amount in dispute, and/or
  - 19.4.2 there is a material breach of the Agreement in relation to the Open Position.
- 19.5 Without limiting our right to act under clauses 19.2, 19.3 and 19.4, we may at our discretion require to suspend your Account pending investigation for any reason. Whilst your Account is suspended you will be able to place Trades to close your Open Positions, but you will not be entitled to place Trades which would create new Open Positions. Circumstances in which we may choose to exercise this right include but are not limited to the following:
  - 19.5.1 when we have reason to believe that an Event of Default has occurred or may occur but believe that it is reasonably necessary to investigate circumstances with a view to confirming this,
  - 19.5.2 when we have reason to believe that you do not have a sufficient understanding of the Trades which you are placing or the risks involved,
  - 19.5.3 when we have not received within 10 days of a written request all information, that we believe that we require in connection with this Agreement, and/or
  - 19.5.4 we have reason to believe that there has been a breach in your Account security or that there is a threat to your Account security.
- 19.6 If we have suspended your Account pending investigation, we will use reasonable endeavours to conclude our investigation within five (5) Business Days. When we conclude our investigation, we will inform you whether trading on your Account may resume or whether we will seek to take further action pursuant to this Agreement.
- 19.7 We may exercise our rights to close Open Positions under this clause 19 at any time after the relevant event has occurred and will do so on the basis of the next available Our Price for the affected Open Positions.

## 20. Ceasing to provide a product

- 20.1 We reserve the right to cease offering a Product at any time where needed, including, without limitation, if the relevant Underlying Instrument from which the CFD is derived:
  - 20.1.1 becomes difficult to borrow in the underlying market, or
  - 20.1.2 is prohibited from being short sold by government rules or regulations.
- 20.2 We aim to provide you with at least Five (5) Business Days' notice in which to close any Position that you may hold on such a Product, however, where in our reasonable opinion it is necessary and fair to do so, we reserve the right to provide a shorter notice period or no notice at all. It is your responsibility to cancel any Pending Orders and/or close any Positions in respect of a Product that is being removed before the time specified in our notice. If you do not do this, we will cancel any Pending Orders and close any Positions in respect of that Product at the time and in the manner specified in the notice.
- 20.3 If a Product is removed from our list of Products that are available to short, we may require to close your Open Positions.
- 20.4 We are not liable for any loss or damage arising from or in connection with the closure of Open

Positions in circumstances where we need to exercise this right.

## 21. Netting and set off

21.1 Retail Clients cannot lose more than their Invested Capital. If at any time you have a negative Cash value on your Account, we will waive our right to claim the deficit and will return the Account balance to zero (0). Please note, this may not happen immediately.

The Agreement and all Trades under it shall form part of a single agreement between us and you. You and we both acknowledge that we enter into the Agreement and any Trades under it in reliance upon the fact that these are part of a single agreement between us.

21.2 Without prejudice to our right to require immediate payment from you under the terms of this Agreement, but subject to the application of clauses 21.3 and 21.4 we will, at any time, retain the right to:

21.2.1 combine and consolidate your Cash and any money we or any of our Associated Entities hold for you in any or all of the accounts you may have with us or with any of our Associated Entities, and

21.2.2 set off against each other the amounts referred to in (a) and (b) below:

- a) any amounts that are payable by us or any of our Associated Entities to you (regardless of how and when payable), including your Cash (if a credit balance), Unrealised Profits and any credit balance held on any account you have with us or with any of our Associated Entities, even if any of those accounts have been closed;
- b) any amounts that are payable by you to us or any of our Associated Entities (regardless of how and when payable), including, but not limited to, Unrealised Losses, interest, costs, expenses, and/or charges incurred in respect of, or any debit balances in, any account you have with us or with any of our Associated Entities, even if those accounts have been closed.

21.3 If any amount in clause 21.2.2(b) exceeds any amount in clause 21.2.2(a) above, you must pay such excess to us upon demand.

21.4 You are also entitled to require us to exercise the rights in clause 21.2 above in relation to all your accounts and/or Open Positions which have been closed.

21.5 If the rights under clauses 21.2, 21.3 or 21.4 are exercised, all the payment obligations will be consolidated into an obligation for you to pay a net sum to us or for us to pay a net sum to you.

## 22. Currency conversions and valuations

22.1 Where we are entitled to do so under this Agreement (including in connection with our rights under clauses 19 and 21) we may convert sums denominated in one currency to another currency. We may also perform a notional currency conversion where this is required for valuation purposes.

22.2 Unless we have agreed otherwise, we will automatically convert any Cash, Realised Profits and Losses, adjustments, fees, and charges that are denominated in another currency to your Base Currency before applying them to your Account.

22.3 Unrealised Profits and Losses that are denominated in another currency may be valued at or converted in notional terms to your Base Currency. Such balances are for your information only and are not final until the Realised Profits and Losses are converted and applied to your Account.

22.4 We shall perform any currency conversion or valuation at commercially reasonable rates (which

may be up to and including +/- 0.5% away from our quoted prices or rates from time to time or as otherwise.

- 22.5 We may exercise our rights in connection with clauses 17 and/or 19 or you have made a payment to us in a different currency from that in which you were obliged to pay us, we may pass on to you all commission or other charges which we incur in any currency conversion we carry out.

### 23. Corporate actions and other events affecting underlying instruments

- 23.1 When a Corporate Action or an Insolvency Event occurs in relation to any Underlying Instrument and/or its issuer we may, acting in a commercially reasonable manner, adjust your Open Positions and/or Orders to reflect those actions and to put you in a position as close as possible to that of a direct holder of the Underlying Instrument.
- 23.2 The actions we may take pursuant to clause 23.1 include, but are not limited to:
- 23.2.1 changing Margin Rates, Margin Multipliers and/or the minimum level of Guaranteed Stop Loss Orders both in relation to Open Positions and new Trades,
  - 23.2.2 making a reasonable and fair retrospective adjustment to the opening price of an Open Position, to reflect the impact of the relevant action or event,
  - 23.2.3 opening and/or closing one or more Open Positions on your Account,
  - 23.2.4 cancelling any Orders,
  - 23.2.5 suspending or modifying the application of any part of this Agreement,
  - 23.2.6 crediting or debiting sums to your Account as appropriate, and/or
  - 23.2.7 taking all such other action, as we reasonably consider appropriate to reflect the effect of the relevant action or event.
- 23.3 If your Contract's Underlying Asset is shares in a company that's the subject of a takeover offer, then: (a) we'll use our reasonable endeavours to let you know about the takeover offer; (b) we'll apply the terms of the takeover offer to your Contract, as if you were a holder of the Underlying Asset; (c) we may offer you the opportunity to agree to the takeover offer (as it applies to your Contract), or we may choose to agree to it on your behalf where we, acting reasonably, believe it's in your best interests. In either case, your Contract will be suspended and you won't be able to trade it until the closing date of the takeover offer, when the Contract will be Closed-Out in line with the terms of the takeover offer; (d) you acknowledge and agree that we're entitled to cancel or adjust your Contract or Order to reflect the takeover offer, and that you'll be bound by any cancellation or adjustment that we make; (e) if you don't agree to the takeover offer and we don't agree to it on your behalf, but the takeover goes ahead anyway (for example, if drag-along rights apply), you agree that we have the right to cancel or adjust your Contract or Order to reflect the takeover offer, and that you'll be bound by any cancellation or adjustment that we make; and (f) we may let you know of our intention to Close-Out your Contract at any time before the closing date of the takeover offer. The Close-Out date of the Contract will be the date that we send this notice to you. We'll decide the price that your Contract is Closed-Out at, based on our reasonable assessment of the market value of the Underlying Asset at the relevant time.
- 23.4 We may make dividend adjustments if a dividend is scheduled to be paid to the holders of the Underlying Instrument. These adjustments are normally made on the ex-dividend date. Long Positions receive adjustments net of tax, whereas short positions are charged the declared amount of gross tax, where applicable.

- 23.5 We shall use our best endeavours to take any such action as soon as we are reasonably able to do so, and this will normally be as soon as is reasonably practicable after the relevant event has occurred.
- 23.6 When we adjust Open Positions, where possible we will adjust the Open Position as held by you to be effective from the commencement of Market Hours on the same Business Day on which the relevant event or action is effective in relation to the Underlying Instrument.
- 23.7 Depending on the event concerned, we may need to take any of the actions set out in this clause without prior notice. If we do so, we shall give you notice at the time we take the action or as soon as reasonably practicable thereafter.

## 24. Representations, warranties and indemnities

- 24.1 Representations and warranties are personal statements, assurances or undertakings given by you to us on which we rely when we deal with you. You make the following representations and warranties at the time you enter into this Agreement and every time you place a Trade or give us any other instruction:
- 24.1.1 all information that you supply to us (whether in the Application Form or otherwise) is true, accurate and not misleading in any material respect,
  - 24.1.2 if you are an individual, you are over 18 years old,
  - 24.1.3 except where we have agreed otherwise in writing, you act as principal and not any other person's agent or other representative,
  - 24.1.4 you have obtained all necessary consents and have the authority to enter into this Agreement and/or to place any Trades and instructions,
  - 24.1.5 if you are a company or body corporate you are properly empowered and have obtained all necessary corporate or other authority under your memorandum and articles of association, or other constitutional or organisational documents,
  - 24.1.6 you will not conduct any transactions (including Trades) which contravene laws or regulations in any jurisdiction in relation to inside information, market manipulation or market abuse,
  - 24.1.7 You confirm that you are not a U.S. person under the Foreign Account Tax Compliance Act (FATCA), and you are not accessing the Trading Platform or engaging with us from the United States of America or its territories. You confirm that you are fully compliant with Common Reporting Standard (CRS) regulations and disclose all necessary tax residency information directly to the ATO (Australian Taxation Office).
  - 24.1.8 neither the entry into this Agreement, the placing of any Trade and/or any Order or the giving of any other instruction will violate any law, rule or regulation applicable to you,
  - 24.1.9 you have not and will not upload or transmit any Malicious Code to our Trading Platform or Website or otherwise use any electronic device, software, algorithm, and/or any dealing method or strategy that aims to manipulate any aspect of our Trading Platform or Website, including, but not limited to, the way in which we construct, provide or convey Our Price, and
  - 24.1.10 you will use the Products and services offered by us pursuant to this Agreement honestly, fairly and in good faith.
- 24.2 You agree that for the duration of this Agreement you will promptly notify us of any change to

the details supplied by you on your Application Form, including, in particular moving to another country or territory or any change or anticipated change in your financial circumstances, regulatory or employment status (including redundancy and/or unemployment) which may affect the basis on which we do business with you.

- 24.3 Any breach by you of any warranty or representation made under this Agreement, including, but not limited to, the representations and warranties given in clause 24.1, renders any Trade voidable or capable of being closed by us at our then prevailing Our Price, at our discretion.
- 24.4 To the fullest extent permitted by law, you release, discharge, indemnify, and agree to keep us and our respective officers, employees, agents and representatives indemnified from and against all sums of money, actions, proceedings, suits, claims, demands, losses and any other amounts whatsoever arising out of:
- 24.4.1 any default whether by your act or omission under this Agreement or any Order or transaction (including any Trade),
  - 24.4.2 any breach by you of any applicable law including the Corporations Act and applicable market rules,
  - 24.4.3 any representation or warranty made or given by you under this Agreement proving to be untrue or incorrect,
  - 24.4.4 any error, omission, fraud, malfeasance, negligence, misappropriation, or criminal act or omission by you or by any client, employee, agent or authorised Agent, consultant or person of yours,
  - 24.4.5 any failure of any of your computer or electronic systems or networks to perform, be available or successfully transmit data to use, or any error or inadequacy in the data or information input into such systems or networks by you,
  - 24.4.6 anything lawfully done by us in accordance with, pursuant or incidental to this Agreement,
  - 24.4.7 any instruction, request or direction given by you,
  - 24.4.8 us complying with any direction, request or requirement of applicable market rules or the Corporations Act or any other regulatory body having jurisdiction over us, or
  - 24.4.9 us in good faith accepting and acting on instructions received by you or any authorised Agent.

## 25. Market abuse

- 25.1 When you execute a Trade with us, we may buy or sell on securities exchanges or directly from or to other financial institutions shares or units in the relevant Underlying Instrument or financial instruments related to that Underlying Instrument. The result is that when you place Trades with us your Trades can have an impact on the external market for that Underlying Instrument in addition to the impact it might have on Our Price. This creates a possibility of market abuse, and the purpose of this clause is to prevent such abuse.
- 25.2 You represent and warrant to us at the time you enter into the Agreement and every time you enter into a Trade or give us any other instruction that:
- 25.2.1 You will not place and have not placed a Trade with us if to do so would result in you, or others with whom you are acting in concert having an interest in the price of the Underlying Instrument which is equal to or exceeds the amount of a Declarable Interest

in the Underlying Instrument,

- 25.2.2 You will not place and have not placed a Trade in connection with:
- a) a placing, issue, distribution or other similar event,
  - b) an offer, takeover, merger, or other similar event, or
  - c) any corporate finance activity.
- 25.2.3 You will not place and have not placed a Trade that contravenes any law or regulation prohibiting insider dealing, market manipulation or any other form of market abuse or market misconduct,
- 25.2.4 You will not manipulate our prices, our execution processes or the Platform, including using any electronic device, software, algorithm, trading strategy or arbitrage practice (including but not limited to latency abuse, price manipulation or time manipulation) or carry out any activity with the intent to take unfair advantage of the way that we construct, provide or convey our bid or ask prices or to commit any form of market abuse, and
- 25.2.5 You will act in accordance with all applicable laws and regulations.
- 25.3 In the event that you place any Trade in breach of the representations and warranties given in this clause 25 or any other clause of this Agreement or we have reasonable grounds for believing that you have done so, in addition to any rights we may have under clause 19, we may:
- 25.3.1 at our absolute discretion (where required) and without being under any obligation to inform you of our reason for doing so, close that Transaction and any other Transactions that you may have open at the time,
  - 25.3.2 enforce the Trade or Trade(s) against you if it is a Trade or Trades which results in you owing money to us,
  - 25.3.3 treat Trade and/or Trade(s) as void if they are Trades which result in us owing money to you, unless and until you produce conclusive evidence within Five (5) days of our request that you have not in fact committed any breach of warranty, misrepresentation or undertaking under this Agreement,
  - 25.3.4 reserve the right to not grant you Negative Balance Protection in cases where we reasonably consider, in our sole discretion, that your negative Account balance has been caused by misconduct or market abuse. Where this is the case, we will let you know why we haven't applied Negative Balance Protection to your Account.
- 25.4 You acknowledge that it would be improper for you to deal in the Underlying Instrument if the sole purpose of such a transaction was to manipulate Our Price, and you agree not to conduct any such transactions.
- 25.5 We are entitled (and in some cases required) to report to any relevant regulatory authority details of any Trade or Order. You may also be required to make appropriate disclosures and you undertake that you will do so where so required.
- 25.6 The exercise of any of our rights under this clause 25 shall not affect any of our other rights we may have under this Agreement or under the general law.

## 26. Your Right to Cancel

- 26.1 You are entitled to cancel this Agreement by giving us notice in writing within a 7day cancellation period. You need not give any reason for the cancellation and the right to cancel

applies even if you have already received services from us before the cancellation period expires.

- 26.2 The period for cancellation begins on the date the Agreement starts to apply to you.
- 26.3 You may only give us notice of cancellation in writing. The notice will be considered received by us in accordance with clause 34.
- 26.4 As the price of our contracts depend on fluctuations in the Underlying Instrument which are outside our control and which may occur during the cancellation period, you have no rights to cancel this Agreement if any Trade placed by you has been executed before we receive notice of cancellation.
- 26.5 Following a valid cancellation and subject to clause 21.2, we will return any amounts you have deposited with us prior to receipt of your cancellation notice.
- 26.6 If you do not exercise the right of cancellation, the Agreement will continue in effect until either you or we terminate the Agreement by either of us giving notice in accordance with clause 35, or by our exercising any of our other rights to terminate under this Agreement. There is no minimum or fixed duration of the Agreement, and it will automatically renew annually unless otherwise terminated in accordance with its terms.

## 27. Complaints and disputes

- 27.1 Complaints and Disputes can be lodged with Client Services team by telephone on +61 3 8566 7680 or 1800 88 55 71 or by any other means of communication. If a customer makes a verbal Complaint, the Client Services team will attempt to resolve it with the customer as soon as possible. You may also appoint a representative to lodge complaints with us on your behalf.
- 27.2 However, if the complaint cannot be resolved verbally, the customer should submit the complaint in writing by email to the attn. Head, Client Services on support@gomarkets.com.
- 27.3 The complainant will be sent an acknowledgement by the next working day unless there are exceptional circumstances to which the Complaint has been received.
- 27.4 Please keep your own record of dates or times of Trades and other issues as that will help us to investigate any complaints or disputes. It may be difficult or not reasonably possible for us to locate records/tapes in relation to Trades and other issues in the absence of information about the dates and times of any Trades or other issues in Dispute.
- 27.5 **Internal Dispute Resolution:** We operate an Internal Dispute Resolution policy to enable us to deal promptly and fairly with complaints. Any complaint or Dispute will in the first instance be handled by Head, Client Services and thereafter by the Compliance Manager.
- 27.6 If either you or we notify the other party of a Dispute, you and we will consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any Agreed Process which can be applied to the subject of the Dispute or, where no such Agreed Process exists or you and we agree that such Agreed Process would be unsuitable, determining and applying a resolution method for the Dispute. We will resolve most Disputes within 30 days.
- 27.7 We will respond to any communication, complaint, claim or dispute in English. Any translation provided shall be for convenience only and to the extent there is a conflict between the English version and any translation, the English version shall prevail.
- 27.8 **External dispute resolution process:** If you remain dissatisfied with our investigation or handling of your complaint or dispute, you may refer the matter to the Australian Financial Complaints

Authority ("AFCA"),

Mail: Australian Financial Complaints Authority  
GPO Box 3,  
Melbourne VIC 3001  
Australia  
Phone: 1800 931 678  
Email: info@afca.org.au

In particular, you have a right to refer your complaint or dispute to AFCA if you are classified as a Retail Client and were classified as such at the time of the event giving rise to the complaint or dispute. The services provided by AFCA are free of charge. Further information on AFCA can be found on its website [www.afca.org.au](http://www.afca.org.au).

If you are a **Wholesale Client** AFCA may not consider your complaint as they retain the discretion to exclude complaints from Wholesale Clients.

The financial products and services which we will provide to Wholesale Clients do not necessarily have the same investor protection and disclosure requirements available to Retail Clients in line with the Corporations Act 2001.

## MISCELLANEOUS AND LEGAL

### 28. Privacy and data protection

- 28.1 We will obtain and hold information about you (including, without limitation, personal information and information relating to your Account and your Account history) in accordance with data protection and anti-money laundering legislation. You agree that we can rely on, hold and process your information for the purpose of performing our obligations under this Agreement, including administering the relationship with you, managing your Account, recovering amounts payable, considering any of your applications, carrying out risk assessment, complying with regulatory obligations, and undertaking product development and analysis.
- 28.2 You agree to our disclosing any such information:
- 28.2.1 in accordance with this clause 28,
  - 28.2.2 where we are required to by law or regulatory obligation,
  - 28.2.3 to regulatory authorities where appropriate or on reasonable request, and to such third parties as we reasonably consider necessary in order to prevent crime, e.g., the police, and
  - 28.2.4 where reasonably necessary, to any third party which provides a service or licence to us in connection with the products or services we provide for your Account or this Agreement, but only for the purpose of providing that service or licence or in connection with our compliance with any reporting, audit or inspection obligations to any such third-party service providers or licensors.
- 28.3 In order to provide services to you, you acknowledge that it may be necessary for your information to be transferred to someone who provides a service to us in other parties, including some outside of Australia, and you consent to such transfer.
- 28.4 You consent to us, or our agents acting on our behalf, carrying out such credit and identity checks, including money laundering checks, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including requesting a reference from your bank or any credit reference agency. You understand and agree that any

third party referred to in this clause may share any information concerning you with us and other organisations involved in credit reference, the prevention of fraud and/or crime and/or money laundering or for similar purposes or to recover debts involved.

- 28.5 You authorise us to contact you by email, telephone or post to give you information about carefully selected products or services offered by us, that are similar or related to products or services provided or previously provided to you. You consent to us using your data for this purpose for the period you have an Account with us and after you close the Account. If you do not wish to receive such information, then please contact us in writing or by telephone. Our Address and contact details are stated on our website, and in the Financial Services Guide and Product Disclosure Statement. Alternatively, you can select 'unsubscribe' for the emails you do not wish to receive.
- 28.6 By submitting the Application Form to us, you agree to be bound by the terms of our Privacy Policy as set out on our website including authorising us to pass your personal data to selected Associated Entities or third parties (including Introducers) for the purpose of contacting you by email, telephone or post to give you information about carefully selected products or services offered by that party that are similar or related to the Products or services provided or previously provided to you by us. You consent to us using your data for this purpose for the period you have an Account with us. If you no longer wish to receive such information, then please write to us at Our Address or write directly to the third party.
- 28.7 Where you have been introduced to us by an Introducer, you consent to us exchanging information with that Introducer in order to perform our obligations under this Agreement and as required by us to maintain our relationship with the Introducer. This may, without limitation, result in us disclosing financial and personal information about you, your application, details of trading activity in the Account and/or your conduct of the Account and/or your use of our facilities (including information gained when you use our learning tools and trading simulators). If you no longer wish us to pass on such information, then please write to us at Our Address.
- 28.8 We will use reasonable endeavours to contact you and notify you of any change to how we hold, process or disclose information, by posting a notice on our website, our Platforms or sending you an email to your last known email address. If you do not tell us, you object to this change in writing within 60 days of the notice and you continue to maintain the Account after the expiry of this period of notice then we will regard you as having agreed to it.
- 28.9 If you wish to access information that we hold about you, or to have inaccurate information corrected please contact us by sending an email to our email address set forth on our website. Please note we may require you to pay a fee for this information. Please note that certain information may be exempt from being disclosed and that in certain circumstances we may not be able to disclose certain information due to legal or other relevant circumstances.
- 28.10 You agree that we may record all conversations with you and monitor (and maintain a record of) all emails, and electronic communications sent by or to us. All such records are our property and can be used by us, amongst other things, in the case of a dispute between us or for training purposes.

## 29. Intellectual Property

- 29.1 Our website, including the Trading Platform, and any and all Information, software applications, documentation and other information, data and materials which we may supply or make available to you, either directly or through a third-party service provider or licensor (collectively the "GO Markets Materials") are and will remain our property or that of our third-party service

providers or licensors.

- 29.2 All copyrights, trademarks, design rights and other intellectual property rights in the GO Markets Materials, including without limitation all updates, modifications, compilations and enhancements, and all derivative works based on any of the GO Markets Materials, are and will remain our property (or those of our third-party service providers or licensors as applicable).
- 29.3 We supply or make the GO Markets Materials available to you on the basis that (a) we can also supply and make them available to other persons and (b) we can cease or suspend providing any of them, but we will only do that if your Account has been closed or required by any of our third party service providers or licensors, by applicable law or as otherwise provided in this Agreement (unless stated otherwise in these Terms and Conditions).
- 29.4 You may access and use the GO Markets Materials only as expressly permitted for the operation of your Account in accordance with this Agreement.
- 29.5 You must comply with any policies relating to any of the GO Markets Materials, or their use, including any additional restrictions or other terms and conditions that we or our third-party service providers or licensors may issue, of which we may notify you from time to time. You must not supply all or part of the GO Markets Materials to anyone else and you must not copy or reproduce all or part of them without our prior written permission.
- 29.6 You must not delete, obscure or tamper with copyright or other proprietary notices displayed on any of the GO Markets Materials.
- 29.7 If we have provided any materials to you in connection with our website, you must return those to us on closure of your Account.
- 29.8 Except to the extent expressly permitted under this Agreement or any other written agreement between you and us, you must not: (a) modify, translate or create derivative works based upon any of the GO Markets Materials; (b) take any action compromising or challenging, or threatening to compromise or challenge, the enjoyment or use by any other client of any of the GO Markets Materials or the rights of us or any of our third party service providers or licensors in any of the GO Markets Materials; or (c) reverse engineer, decompile or disassemble any of the GO Markets Materials comprising software or otherwise attempt to discover the source code thereof.
- 29.9 You must notify us immediately of any unauthorised use or misuse of any of the GO Markets Materials of which you become aware and, to the extent reasonably requested by us, provide us cooperation in remedying such violation and/or taking steps to prevent the future occurrence thereof.
- 29.10 We or our third-party service providers or licensors may from time to time modify market data, our Trading Platform or Website, or the GO Markets Materials, and/or methods or speeds of delivering the same, which modifications may require corresponding changes to the methods or means you use to access the GO Markets Materials and/or may sever or adversely affect your access to or use of the GO Markets Materials. Neither we nor any other GO Markets Parties shall be liable for any such consequences.

## 30. Website and system use

- 30.1 We will use reasonable endeavours to ensure that our website, mobile services, and our systems can normally be accessed for use in accordance with this Agreement. However all or any of these may fail to work properly or at all or our premises may suffer from power failure. On this basis:
  - 30.1.1 We do not warrant that they will always be accessible or usable.

- 30.1.2 We do not warrant that access will be uninterrupted or error free.
- 30.2 We may suspend use of our website to carry out maintenance, repairs, upgrades, or any development related matters.
- We shall use reasonable endeavours to give you notice of this and to provide alternative ways for you to deal or obtain information as to your Account, however this may not be possible in the event of an emergency.
- 30.3 We warrant that we have the right to permit you to use our website in accordance with this Agreement.
- 30.4 We will use reasonable endeavours to ensure that our website is free from any Malicious Code, but we do not warrant that it will be free at all times of Malicious Code. You should use your own Malicious Code protection software that is up to date and of good industry standard. In addition, you must not upload or transmit any Malicious Code to our Trading Platform or other aspects of our website.
- 30.5 You are responsible for ensuring that your information technology is compatible with ours and meets our minimum system requirements, as may be amended from time to time. The minimum system requirements currently in effect are set out on our website.
- 30.6 We or other third-party service providers or licensors may provide you with Information in connection with the provision of our services. You agree that:
- 30.6.1 Whilst all parties endeavour to provide accurate information; neither we nor any other GO Markets Parties shall be responsible or liable if any such Information is inaccurate or incomplete in any respect or for any actions you take or do not take based on, or your reliance upon, such data or information,
- 30.6.2 you will use such Information solely for the purposes set out in the Agreement,
- 30.6.3 you will truthfully complete and submit to us in a timely fashion: a) any declaration as we may require at any time in respect of your status as a user of Information; and b) any additional agreements with us or any of our third-party service providers or licensors relating to our provision to you of any Information,
- 30.6.4 such Information is proprietary to us, or the provider and you will not retransmit, redistribute, publish, disclose, alter, amend, rent, loan, licence, or display in whole or in part such data or information to third parties, and
- 30.6.5 you will pay any fees and other costs associated with your access to and use of any Information, of which as we may notify you from time to time and shall be responsible for payment of any and all taxes, charges or assessments by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating thereto, in respect of your access to and use of any Information.
- 30.7 Various access methods (e.g., mobile, desktop) may be made available to you. Different access methods may have different functionality and content from one another, and such content and functionality are subject to change without notice.
- 30.8 In the event you select to use a third-party software application to provide you with trading programs, signals, advice, risk management or other trading assistance or a third-party hosting or trading application (for example, MetaTrader), we do not assume any responsibility for such application, product, or service. The foregoing shall apply irrespective of whether we offer, promote, or endorse to you such third-party application, product, or service.

## 31. Limitation of liability

- 31.1 Nothing in this Agreement shall exclude or limit our liability for damage caused by our negligence or for fraud or fraudulent misrepresentation or for liability that cannot be excluded under any applicable laws or the requirements of any regulator.
- 31.2 Subject to clause 31.1, we shall not be liable for:
- 31.2.1 Event Outside Our Control.
  - 31.2.2 Any action we may take under:
    - (i) clause 17 (“Manifest Error”),
    - (ii) clause 18 (Event Outside Our Control or Market Disruption Events”), and/or
    - (iii) clause 19 (“Event of Default and Similar Circumstances”) provided that we act within the terms of those clauses and in particular act reasonably where required to do so.
  - 31.2.3 Any failure of communication (for any reason) within clause 30 (“Website and Systems Use”) including (without limitation) the unavailability of our website (including the Trading Platform) or our telephone systems provided always we act within the terms of clause 30.
  - 31.2.4 The use, operation, performance and/or any failure of any third-party trading systems, software or services not provided by us.
  - 31.2.5 any claim loss, expense, cost, or liability suffered or incurred by you (together “Claims”) except to the extent that such loss, expense is suffered or incurred as a result of our breach of the Agreement, negligence or willful default.
- 31.3 Other than as described in clause 31.4 and subject to the limits on our liability in this clause 31, we are each only responsible for Losses that are reasonably foreseeable consequences of breaches of this Agreement at the time the Agreement is entered into.
- 31.4 Neither we nor any other GO Markets Parties are responsible for indirect Losses which happen as a side effect of the main loss or damage, and which are not foreseeable by you and us. Neither we nor any other GO Markets Parties shall be liable to you for Losses which you incur which are foreseeable by us or other GO Markets Parties because you have communicated the possibility of such Losses or any special circumstances to us or GO Markets Parties.
- 31.5 Neither we nor any other GO Markets Parties shall be liable to you for any loss of profit or opportunity, or anticipated savings or any trading Losses.
- 31.6 The limitations of liability in clause 31 apply whether or not we or any of our employees or agents or any GO Markets Parties knew of the possibility of the claim being incurred.
- 31.7 We carry on the business to which this Agreement relates in reliance on the limitations and/or exclusions in this clause being enforceable. We do not insure against any of the potential liabilities described in this clause. If the exclusions and restrictions are not acceptable to you, then you should not deal with us. Notwithstanding any other provision of this Agreement, where Sub-Division 2E of Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth), or any other legislation implies in this Agreement any term, condition or warranty, and makes void or prohibits application or exercise of, or liability under such term, condition or warranty shall be deemed to be included herein. However, our liability for any breach of such term, condition or warranty shall be limited, at our option, to either or both of the following:
- (a) the supplying of the services again, or
  - (b) the payment of the cost of having the services supplied again.

## 32. Your money

- 32.1 Any money which you transfer to us, or which has been transferred to us, which is to be held by us on your behalf, is Client Money within the meaning of the Client Money Rules and will be held by us on trust for you at all times and for this purpose. In accordance with the requirements of the Client Money Rules, Client Money must be and will be segregated from our own money.
- 32.2 It is important to understand that you should not fund your trading account using money obtained from a credit facility (including bank loan or otherwise). It is important for you to know that your overall risks will be significantly increased if you do this. For instance, if you incur a loss on your trades, you will still have to pay the amount you borrowed plus interest.
- 32.3 We will hold Client Money on your behalf in an account with an Australian Deposit Taking Institution (ADI) or an approved foreign bank ("Client Money Account") which may (to the extent permitted by law) be invested on term deposit and will be established, maintained, and operated in accordance with the Client Money Rules and as set out in the PDS.
- 32.4 Where any bank or other permitted third party holds money under this clause: (a) we will not be liable for the acts or omissions of, or failure or insolvency or any analogous event affecting, such entity; and (b) in the event of the insolvency or other analogous proceeding in relation to such entity, we may have only an unsecured claim against such entity on behalf of you and our other clients, and you may be exposed to the risk that the money recovered by us from such entity is insufficient to satisfy the claims of you and all other clients with claims in respect of the relevant account.
- 32.5 We do not pay interest on any Client Money (including where held on term deposit), or money that you transfer to us under clause 32.3, unless we have expressly agreed to do so in writing. You hereby acknowledge that any interest earned on your money held by us will accrue to us and (insofar as you are able and/or required to do so) you assign and convey to us the beneficial entitlement to such interest. Any interest charges or fees incurred in connection with our placing amounts on term deposit will be discharged by us and not passed on to you.
- 32.6 You will not grant any security interest over any Client Money held in your Account, or any claim against us for money due to you under clause 32.4, to any person other than us.
- 32.7 Where any amounts owed by you to us under the Agreement are due and payable to us, in accordance with the Client Money Rules we shall cease to treat as Client Money so much of any Client Money held on your behalf as equals those amounts. You agree that we may apply that money in or towards satisfaction of all or part of those amounts due and payable to us. For the purposes of this clause, any such amounts owed by you to us under this Agreement become immediately due and payable, without notice or demand by us, when incurred by you or on your behalf.
- 32.8 We may transfer any money we hold for you as Client Money (after deduction of any amounts permitted by the terms of this Customer Agreement) to another legal entity (including any of our group companies) where we transfer all or part of our business to that entity and your Client Money relates to the business transferred. Where we transfer your Client Money to another legal entity under this clause, we shall require that such Client Money will be held by that entity for you in accordance with the Client Money Rules.
- 32.9 You agree that we shall be entitled to treat Client Money as due and payable to us, to the extent of all or any part of the obligations owed by you to us under this Agreement which are due and payable to us but unpaid.

32.10 In this clause 32, "Client Money Rules" means the provisions in Part 7.8 of the Corporations Act and the relevant provisions of the Corporations Regulations 2001 (Cth).

### 33. Taxation

33.1 You will be responsible at all times for the payment of all taxes due and for providing any relevant tax authority with any information relating to your dealings with us. You should seek independent advice if you are in any doubt as to what further taxes and charges may apply to you as a result of your trading activities.

33.2 You are responsible for paying all taxes related to your trades. If your trading activity results in taxes under the Australian tax regime, stamp duty, transfer tax, dividend tax, withholding tax, or other taxes or duties in any jurisdiction, we reserve the right to pass these costs on to you. Further details on our practices regarding taxes can be found on our website or by contacting Customer Support.

33.3 Consideration for any supply under the Agreements is exclusive of GST unless we expressly state it to be inclusive of GST. If we or any members in our group of companies have to pay GST on any supply under the Agreements, in addition to providing any consideration for that supply (which is exclusive of GST), you must: (a) pay us or the relevant member of our group of companies (as the case may be) an amount equal to the GST payable on the supply, without deduction or set-off of any other amount; and (b) pay the consideration to us when we ask you to, noting that you don't need to make the payment unless you've received a tax invoice (or adjustment note) for that supply. 14.4 Words in this clause have the same meanings that are given to them in A New Tax System (Good and Services Tax) Act 1999(Cth).

33.4 We shall not be responsible for any taxes that may arise as a result of a change in law or practice.

33.5 We shall not be responsible for advising you on any change in tax law or practice. You shall in all circumstances be responsible for your own tax advice in relation to your Trades.

### 34. Amendments and termination

34.1 We may amend or replace any clause or part of the Agreement in whole or in part by giving you written notification of the changes. Amendments to this Agreement will not be valid and binding unless they are expressly agreed by us in writing. We will only make changes for good reason including but not limited to:

34.1.1 making them clearer or more favourable to you,

34.1.2 reflecting legitimate changes in the cost of providing the service to you,

34.1.3 reflecting a change of applicable law, regulation or codes of practice or decisions by a court, ombudsman, regulator or similar body,

34.1.4 reflecting changes in market conditions, or

34.1.5 reflecting changes in the way we do business.

34.2 Without prejudice to clause 34.3, you can expressly agree to the changes as set out in the Amendment Notice, or you can also be deemed to have accepted all the changes in its entirety from the effective date if your conduct subsequent to the Amendment Notice is consistent with you agreeing to the changes (such as by placing an Order with us after the Amendment Notice).

34.3 If you object to any change, you must tell us within 7 days of the date the notice is deemed received by you under clause 36 ("Notices"). If you do not do so you will be deemed to have

accepted the change(s). If you give us notice that you object, then the changes will not be binding on you, but we may require you to close your Account as soon as reasonably practicable and/or restrict you to placing Trades and/or Orders to close your Open Positions.

- 34.4 Subject to clause 34.2 the amendments or new terms made pursuant to this clause 34 will apply (including to all Open Positions and unexecuted Orders) from the effective date (which we will state) of the change specified in the notice.
- 34.5 In addition to any other rights specified in this Agreement, we may cease to offer a Product or end this Agreement and close your Account at any time by giving you 7 days' written notice. This is in addition to any other rights to end this Agreement and/or close your Account which we may have. In the event that we cease to offer a Product or a Market, you shall agree to close any Open Positions relating to such Product or Market during the 7-day notice period unless otherwise instructed by us. After the 7-day notice period, your Open Positions in relation to such Product or Market will be automatically closed out.
- 34.6 You may also end the Agreement and/or close your Account at any time, in whole or in part, by giving us written notice. Your Account will be closed as soon as reasonably practicable after we receive notice, all Open Positions are closed, all Orders cancelled, and all of your obligations discharged.
- 34.7 Where either you or we provide notice to close your Account and/or end this Agreement under this clause 34, we reserve the right to refuse to allow you to enter into any further Trades or Orders which may lead to you holding further Open Positions.
- 34.8 If your account remains dormant for two years, your Account status will be changed to "Archived" in line with our Archiving Policy. Archiving does not terminate the Agreement; depending on the circumstances, you may either reactivate your account or open a new account. By agreeing to these terms, you authorise and direct us to treat any balance in your account as unclaimed money subject to applicable unclaimed money legislation. In such cases, you agree to indemnify us and release us from liability regarding that balance.

### 35. General provisions relating to the Agreement

- 35.1 A court or regulatory authority may decide that a part or clause of this Agreement is not enforceable. If this happens then the relevant part of the Agreement will be given no effect and will not be considered part of the Agreement. This will not invalidate any other clause or part of the Agreement.
- 35.2 You may not assign, novate, or transfer any of your rights or obligations under this Agreement without our prior written consent. We may assign or transfer all or any of our rights and you provide a standing consent to the novation of any of our obligations under this Agreement to any person (including any of our Associated Entities) on 30 days written notice. We will comply with applicable legal and regulatory requirements which may apply to this transfer, including obtaining your or any other party's consent where necessary.
- 35.3 Either you or we may elect not to require the other party to comply with this Agreement or may delay requiring the other party to do so. This will not amount to a waiver by the party making such election of its rights under this Agreement unless that party clearly states that this is its intention. This means that the relevant party can still require compliance with the Agreement in future.
- 35.4 Each failure by you to pay an amount payable to us under the Agreements is deemed to be an application for credit from us.

- 35.5 Except as provided by clauses 33, 34, 35 and 35.5, no clause of this Agreement is intended to confer any benefit on any person who is not a party to it.
- 35.6 To the extent permitted by law and as required by us, the rights under this Agreement are held by us on our own behalf as well as on trust on behalf of our Associated Entities and may, accordingly, be enforced by any of our Associated Entities. We do not require the consent of our Associated Entities to vary, amend, modify, suspend, cancel, or terminate any provision of the Agreement.
- 35.7 If you are a Retail Client and there are any inconsistencies between these Terms and the PDS, the PDS will prevail.
- 35.8 If you are a Wholesale Client and there are any inconsistencies between these Terms and the Wholesale Client CFDs Trading Information Statement, the Wholesale Client CFDs Trading Information Statement will prevail. Further you acknowledge that 761GA(d) of the Corporations Act is not available to a client who is using Financial Product in connection with a business and GO Markets will require appropriate evidence to support your eligibility as a Wholesale Client to satisfy on reasonable grounds as described in S.761GA(d) of the Corporations Act 2001 that you have necessary levels of knowledge and previous experience in investing in CFDs that allows you to assess:
- the merits of the offer,
  - the value of the product or service,
  - the risks involved in accepting the offer,
  - own information needs; and
  - the adequacy of the information given by us.

## 36. Notices

- 36.1 This clause 36 does not apply when:
- 36.1.1 you place Orders and execute Trades pursuant to this Agreement, in which case communications shall be handled pursuant to clauses 6 and 14,
- 36.1.2 we provide notice of changes to Margin Requirements, Margin Rates, or Margin Multipliers pursuant to clause 10, or
- 36.1.3 we provide notice of changes to the Margin Close Out Level applicable to your Account pursuant to clause 11.3.
- 36.2 When a notice may be given in writing, it may be provided by letter, email or (to the extent permitted by ASIC Rules), our website including the Trading Platform.
- 36.3 We may send notices to you at your last known home or email address, place of work, telephone, or other contact details.
- 36.4 You must send notices by letter/email to Customer Support as provided on our website under contact details.
- 36.5 Unless specifically agreed otherwise in these Terms and Conditions, any notice given by us to you or by you to us will be deemed given and received if:
- 36.5.1 delivered by hand to Our Address in these Terms and Conditions or to your last known home or work address, at the time of delivery,
- 36.5.2 sent by first class post on a Business Day, the next Business Day or second Business Day after posting if not sent on a Business Day,
- 36.5.3 sent by air mail from outside Australia: the second Business Day after posting (or the

fourth Business Day after posting if not sent on a Business Day), and/or

36.5.4 sent by email before 4pm on a Business Day: one hour after sending. If sent by email at any other time: 9am on the next Business Day, (but an email will not be deemed to have been delivered if the sender receives a “not sent” “not received” or similar message from the email service provider).

36.6 Additionally:

36.6.1 We may give you a notice by SMS text in which case you will be deemed to have received such a message one hour after we have sent it, provided we do not receive a “not sent” message.

36.6.2 We may leave you a message on our website or Trading Platform or Client Portal and this will be deemed delivered one hour after we have posted it.

## 37. Governing law, jurisdiction and language

37.1 The Agreement and our relations before we entered into this Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia.

37.2 The federal courts of Australia and the courts of the state of Victoria will have exclusive jurisdiction over any claim or matter arising under or in connection with the Agreement and the legal relationships established by the Agreement.

37.3 We shall be entitled to take proceedings against you in any other competent jurisdiction, and the taking of proceedings in any one or more jurisdictions will not preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## 38. Product terms

38.1 These - set out the terms and conditions under which we offer a range of CFDs, and it forms part of the Agreement.

38.2 Unless separately defined, words and expressions shall have the meanings given to them in the Terms and Conditions, Contracts for Differences.

38.3 A contract for differences (“CFD”) is an investment contract for which the profit or loss is the difference between the opening and closing price of the contract. The price of a CFD is determined by reference to the price of another financial instrument, such as: shares, indices, commodities, currencies (including cryptocurrencies) or fixed-income securities. Features of our CFDs are described below.

38.4 Trades in CFD Markets may be placed through the Trading Platform or by calling Customer Support.

38.5 We will quote, execute, and settle Trades for CFD Markets in the currency in which the Underlying Instrument is denominated. However, we may convert the value of any Open Position for Account valuation and other purposes under clause 22 of the Terms and Conditions (“Currency Conversions and Valuations”).

38.6 Commercial information (including but not limited to Market Hours, minimum and maximum Quantities, and expiry dates) for each CFD Market is set out in the relevant Market Information.

38.7 For CFD Markets that do not specify an expiry date, your Open Positions will remain open until closed in accordance with the Terms and Conditions (“Closing Trades”).

- 38.8 For CFD Markets that specify an expiry date (“Expiry CFD Markets”), your Open Positions will close and settle automatically on the expiry date specified in the Market Information unless you or we close the position in accordance with the Terms and Conditions before that date.
- 38.9 You may give instructions to “roll” any Open Position in an Expiry CFD Market prior to the expiry date.
- 38.10 A leveraged FX contract is a margin over the counter (i.e. not executed on an exchange) trade between you and us where the price is determined by reference to the exchange rate between the currency pair that underlies the contract (“FX Contract”).
- 38.11 Trades in FX Contracts may be placed through the Trading Platform or as otherwise permitted in accordance with clause 6 of the Terms and Conditions (“Instructions and Basis of Dealing”).
- 38.12 We may convert the value of any Open Position denominated in one currency to another currency for Account valuation and other purposes under clauses 5.7 and 22 of the Terms and Conditions (“Currency Conversions and Valuations”).
- 38.13 All Trades and Open Positions resulting from an FX Contract continue until closed by you or us in accordance with the Terms and Conditions. FX Contracts are not automatically closed or rolled on a daily basis.
- 38.14 Profits and losses for an Open Position will be credited or debited to your Unrealised P & L. Unrealised Profits will allow you to place additional Trades but cannot be withdrawn until the Open Position is closed. Unrealised Losses will reduce the amount you have available to place Trades and may result in your positions being closed under clause 13 of the Terms and Conditions (“Margin Close Out Level”).
- 38.15 For CFDs, when an Open Position is closed Realised Profit or Realised Loss is calculated as: the difference between the opening value of the Open Position (Quantity x Our Price at opening) and its closing value (Quantity x Our Price at closing).
- 38.16 For FX Contracts, when an Open Position is closed, Realised Profit or Realised Loss is calculated as: (the difference between the opening and closing price) x Quantity.
- 38.17 Realised Profits or Realised Losses will be credited to or debited from your Cash.
- 38.18 You are responsible for the payment of all taxes that may arise in relation to your Trades. There may be taxes imposed that are not paid by us on your behalf. For all personal Tax enquiries relating to tax arising from Trading, please seek independent tax advice as per clause 33 (Taxation).

## 39. Notices and policies

### Risk warning notice

You are considering dealing with us in financial instruments and investment contracts relating to various financial markets. Unless separately defined in this notice, words and expressions shall have the meanings given to them in the Terms and Conditions. This notice is designed to explain in Terms and Conditions the nature of and some of the risks particular to our Products. We provide this warning to help you to take investment decisions on an informed basis. However, please note that each Trade will carry its own unique risks which cannot be explained in a general note of this nature. Our Products carry a higher risk of loss than trading many traditional instruments, such as shares in many large companies or fixed income securities such as bonds issued by governments or large companies. For many members of the public trading in our Products is not suitable. It is very important that you should not engage in trading in our Products unless you know, understand and are able to manage the

features and risks associated with such trading and are also satisfied that trading in our Products is suitable for you in light of your circumstances and financial resources, and if necessary, seek independent professional advice. (Also refer to clause 4).

In considering whether to engage in trading our Products, you should be aware of the following risks.

### **39.1 Leverage**

A high degree of “gearing” or “leverage” is associated with trading our Products. This stems from the margining system applicable to our Products which generally involves a comparatively modest deposit of the overall contract value to open a Trade. This can work for you and against you. A small price movement in your favour can result in a high return on the money placed on deposit; however, a small price movement against you may result in substantial losses, possibly more than the money placed on deposit. Prices can move quickly particularly at times of high market volatility (see below) and, if these price movements are unfavourable to your Trade(s), you could quickly build up significant losses. If you do not maintain enough funds in your Account to satisfy your Margin Requirements, we may close any or all of your Open Positions (in some circumstances without warning). If we do this, your Open Positions may be closed at a loss for which you will be liable.

### **39.2 Nature of margined trades**

Our client agreement explains in detail how our Products operate, as well as your Application Form. Also, you should review examples and explanations found on our website – although these are not part of the Agreement, they provide useful guidance on trading in our Products (and the risks associated with them). A Trade in one of our Markets is a Trade based on movements in Our Price. Our Price for a Market is set by us but relates to the price of the relevant Underlying Instrument. Whether you make a profit or loss will depend on the prices we set and fluctuations in the Underlying Instrument to which your Trade relates. Trades in our Products can only be settled in cash. Trades in our Products are legally enforceable. In certain circumstances your losses on a Trade may be unlimited. For instance, if you open a position with us by selling the contract in question (a practice known as “shorting a market”) and the price rises, you will make a loss on that Trade and it is impossible to know the limit of your potential losses until you close the Trade or your Open Positions are closed when your Margin Level reaches the Margin Close Out Level. You must ensure that you understand the potential consequences of a particular Product or Trade and be prepared to accept that degree of risk. You will not acquire the Underlying Instrument nor any rights or delivery obligations in relation to the Underlying Instrument.

### **39.3 Volatility**

As mentioned above, whether you make a profit, or a loss will depend on the prices that are set and fluctuations in the price of the Underlying Instrument to which your Trade relates. Neither you nor we will have any control over price movements in the Underlying Instrument. Price movements in the Underlying Instrument can be volatile and unpredictable. A feature of volatile markets is “Gapping”, the situation where there is a significant change to Our Price between consecutive quotes. Gapping may occur in fast and falling markets or if price sensitive information is released prior to Market opening. The price at which we execute your Orders may be adversely affected if Gapping occurs in the relevant Market. Guaranteed Stop Loss Orders will always be executed at your specified Order price, but all other types of Orders will be executed when Our Price meets or exceeds your specified Order price. If Gapping occurs, the price at which your Order is executed may significantly exceed your specified Order price.

### **39.4 Liquidity**

A decrease in liquidity (a term which describes the availability of buyers and sellers who are prepared to deal in an Underlying Market) may adversely impact Our Price and our ability to quote and trade in a Market. If there is a significant reduction or a temporary or permanent cessation in liquidity in an Underlying Instrument, such events may be deemed an Event Outside of Our Control or Market Disruption Event (as applicable) under the Terms and Conditions and we may increase Our Price, suspend trading, or take any other action we consider reasonable in the circumstances. As a result, you may not be able to place Trades or to close Open Positions in any affected Market.

### 39.5 Dealing off-exchange

Dealing in our Products is conducted exclusively off-exchange, a type of trading which is also called dealing "Over-The-Counter" or "OTC". In dealing with us off-exchange you deal directly with us, and we are the counterparty to all of your Trades. When dealing on Markets which are not Centrally Cleared Markets, there is no exchange or central clearing house to guarantee the settlement of Trades.

## 40. Conflicts of interest policy

### 40.1 Introduction

We aim to identify and prevent conflicts of interest which may arise between us and our clients, and between one client and another, in order to avoid any adverse effect on our clients. The Conflicts of Interest Policy (the "Policy") sets out procedures, practices, and controls in place to achieve this. Further, it applies to all officers, directors (whether Executive or Non-Executive), employees and any persons directly or indirectly linked to us (together "Personnel") and refers to interactions with all of our clients. Unless separately defined in this Policy, words and expressions shall have the meanings given to them in the Terms and Conditions.

### 40.2 Regulatory requirements relating to conflicts of interest

As a holder of an Australian financial services licence (an 'AFS license'), we are subject to conflicts management obligations under the Corporations Act 2001 ("Corporations Act"). Under section 912A (1) (aa) of the Corporations Act, we must have adequate arrangements for the management of conflicts of interest that may arise wholly, or partially, in relation to our (or our representatives) provision of financial services as part of our financial services business. ASIC's Regulatory Guide 181 (Licensing: Managing Conflicts of Interest) sets out detailed requirements of our conflict management obligations under the Corporations Act. We will use the following three mechanisms to manage conflicts of interest:

- controlling conflicts of interest,
- avoiding conflicts of interest, and
- disclosing conflicts of interest.

### 40.3 Scope

We have identified the types of conflicts which may occur in our business, and which carry a material risk of damage to the interests of a client. These include, but are not limited to, when we or any person directly or indirectly linked to us:

- a) are likely to make a financial gain or avoid a financial loss at the expense of our client,
- b) have an interest in the outcome of a service or product provided to, or of a transaction carried out on behalf of, our client who is distinct from our client's interest in that outcome,
- c) have a financial or other incentive to favour the interests of another client or group of

- clients over the interests of our client,
- d) carry on the same business as our client,
  - e) receive, or will receive, from a person other than our client an inducement in relation to the service provided to our client in the form of monies, goods, or services, other than the standard commission or fee for that service, or
  - f) design, market, or recommend a product or service without properly considering all of our other products and services and the interests of our clients.

#### **40.4 Guarding against conflicts of interest**

We have put in place the systems and procedures described below to: minimise the potential for conflicts of interest, to ensure that we have adequate arrangements to manage all conflicts of interest, and where possible to avoid material conflicts of interest.

#### **40.5 Personal account dealing**

All Personnel are bound by the requirements of our Personal Account Dealing Policy. All transactions undertaken by Personnel are actively monitored by our Compliance Department.

#### **40.6 Production of investment research/research recommendation.**

We do not produce investment research or provide investment research recommendations.

#### **40.7 “Need to Know” policy**

Where Personnel are in possession of confidential or inside information such as information relating to a client’s Trade, Personnel may not disclose such information to another party without ensuring that:

- there is a clear need-to-know on the part of the recipient,
- the procedures set out in this Policy are adhered to,
- where the information relates to a client, the information transfer is in accordance with the best interests of the client, and
- the recipient is made aware of the requirement to treat the information as confidential.

Only information required for the intended use may be disclosed and the receiving individual is then bound by the same restrictions. Personnel are required to take care when handling confidential information, such as information relating to a client's trades or personal details. In particular, Personnel are required to ensure that they do not leave documents containing confidential information on their desks and that they refrain from discussing confidential information in circumstances where it could be overheard by other Personnel who have no need to know such information.

#### **40.8 Restriction on access to information/electronic data**

The access to computer drives and to files located within drives is restricted by the use of passwords and user IDs. Computers are automatically locked if unattended for a short period. In addition, Personnel are reminded of the importance of data protection.

#### **40.9 Gifts and inducements**

Personnel may not solicit or accept any gift or inducement which may influence their independence or business judgement, or which could create a conflict with any duty owed to us or our clients. This restriction does not include special promotions on products and services which have been agreed by our senior management, nor does it cover corporate gifts and hospitality which are considered to be incidental to our ordinary business. Examples of gifts and

inducements which may not be offered or accepted include cash, gifts readily convertible into cash or any other object of significant value. Personnel are required to register with the Compliance Department details of hospitality or gifts, whether given or received, with an estimated value in excess of AUD\$100 (or the equivalent in other currencies) and to seek guidance from that department if in doubt about the suitability of any gift. Such items are recorded in our Soft Dollar Benefits Register which is subject to regulatory inspection.

### **40.10 External business interests**

Personnel undertake that they will not (unless granted prior written consent from our senior management or permitted under the terms of their employment) be engaged in or have an interest, either directly or indirectly, in any trade, business or occupation, which is or may be in competition with us and/or which would involve use of our time, property, facilities or resources.

### **40.11 Segregation of duties**

Job roles are designed to limit the potential for conflicts of interest. Where appropriate and proportionate, systems and controls exist to prevent Personnel from undertaking roles where such a conflict may exist. However, due to the nature, scale and complexity of our business, there can be occasions when a member of staff is required to undertake duties that could give rise to a conflict. In this event, every effort is made to ensure that such circumstances exist only for a limited period or that additional controls are in place to identify inappropriate behaviour. All Personnel are regularly assessed for competency for their roles and Personnel are required to follow the internal procedures detailed in our Manuals. Where a potential conflict may exist within a role, additional monitoring, control, and sign-off procedures are in place to mitigate any such conflict. Audit records, reconciliation procedures and Compliance monitoring arrangements are also in place to ensure all processes are adequately controlled and reviewed.

### **40.12 Disclosure policy**

We believe that our internal policies and procedures, systems and controls generally mitigate the risk of any conflict of interest arising, either between us and our client or between two or more of our clients. Where, however, the potential for conflict arises and that conflict cannot be avoided we would either make a full disclosure or, if it is considered that the disclosure is an inappropriate method of managing the conflict, we would not proceed with the matter or transaction giving rise to the conflict. If any Personnel are aware of any circumstances which may give rise to a conflict of interest, they must immediately refer the matter to the Compliance Department.

### **40.13 Policy Review**

We regularly review our Conflicts of Interest Policy to ensure that it covers conflicts that can be reasonably expected to arise within the course of our business. Any significant amendments to this Policy must be approved by our senior management.

## **41. Notice Regarding Platforms**

The Platforms are provided by third parties and because of this, we don't control, endorse, or vouch for the accuracy or completeness of the Platforms. It's provided to you on an "as is" basis, without any express or implied warranty or guarantee from us and we do not promise that it's fit for a particular purpose.

You agree that with respect to any market data or other information that we or our third party providers provide to you in connection with your use of the Platforms: (a) we and our third party

providers exclude any express or implied warranty or guarantee and we're not responsible or liable if any data or information is inaccurate or incomplete in any respect; (b) we and our third party providers aren't responsible or liable for any actions that you take or don't take based on the data or information; (c) you'll use the data or information solely for the purposes set out in this Agreement; and (d) the data or information is proprietary to us or our third party providers (as relevant) and you won't redistribute, publish, disclose, or display in any data or information to third parties, in whole or in part, except as required by any applicable laws or as agreed by us.

## 42. Trading tools

42.1 We may from time to time offer market news, commentary, charting and analysis, trading performance analytics, signals-based products or services and other trading support tools ("Trading Tools"). Before using any Trading Tools, please read this note carefully. It complements the Terms and Conditions and associated risk disclosures furnished by us and should be read in conjunction with them. Unless stated otherwise, any capitalised terms used below shall carry the same meaning as in the Terms and Conditions.

42.2 The Trading Tools are general in nature and do not and will not consider your personal objectives, financial situation, or needs. Before acting on a Trading Tool, you should consider its appropriateness, having regard to your personal objectives, financial situation, and needs.

42.3 We will not give advice to you on the merits of any trade and shall deal with you on an execution-only basis. None of our staff are authorised by us or permitted under Applicable Laws to give personal advice. Accordingly, you should not regard any proposed trades, suggested trading strategies or other written or oral communications from us as investment recommendations or personal advice or as expressing our view as to whether a particular trade is suitable for you or meets your financial objectives. You must rely on your own judgement for any investment decision you make in relation to your Account. You have the final decision in relation to every trade you enter into. You should make every effort to ensure you understand the Trading Tools and we are entitled to assume that you do unless you have indicated otherwise. If you require investment or tax advice, please contact an independent investment or tax adviser.

42.4 Hypothetical performance results have many inherent limitations, some of which are described below.

No warranty or representation is made that any Account will or is likely to achieve profits or losses similar to those shown in connection with any Trading Tool. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved. Actual returns may be different to any hypothetical or indicative returns shown in any Trading Tool. Past performance data is not an indication of future performance.

42.5 One of the limitations of hypothetical performance results is they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading platform despite trading losses are material points which can also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results. Furthermore, past performance of any investment is not a guarantee or indicative of its future performance.

42.6 We do not undertake to continue to offer Trading Tools at all times and may not offer the same

in the future. We may withdraw or cancel any or all of the Trading Tools or terminate your access to any or all of them if required for reasons that may not be forceable with or without notice. (We will however make reasonable steps to notify you should we become aware of any issues in advance).

- 42.7 Trading Tools can only be used for your own personal benefit. They cannot be used for business purposes or on behalf of another person nor can they be varied, passed on or resold to, or shared (in whole or in part) with another person or entity or used to place any trades outside of our platform.
- 42.8 You will not copy, modify, de-compile, reverse engineer, or make derivative works of or from the Trading Tools or the manner in which they operate.
- 42.9 All intellectual property and other rights in the Trading Tools remain our sole property or the property of our licensors. We do not assign, license or otherwise transfer to you any right or interest in the Trading Tools whatsoever, except for the right to access and use the Trading Tools as expressly permitted by us in writing. In particular, but without limitation, all goodwill derived from the use or development of the Trading Tools will accrue exclusively to us. You will not do, or omit to do, or permit to be done, any act that will or may materially weaken, damage or be detrimental to the Trading Tools or the reputation of the goodwill associated with us or the Trading Tools.
- 42.10 We do not commit to, and are not obliged to provide you with, any number of Trading Tools and the delivery of Trading Tools is not guaranteed. We may provide the Trading Tools at such times, at such intervals and based on such factors as we may determine in our discretion. You should not therefore use or rely on the Trading Tools as a method of monitoring prices, positions/markets or making trading decisions, and no liability will be accepted by us in this respect.
- 42.11 The Trading Tools are provided "AS IS", without any representation or warranty of any kind whatsoever, including that they will be without interruption or error free.
- 42.12 We may suspend use of the Trading Tools at any time to carry out maintenance, repairs, upgrades, or any development related issues, in order to comply with Applicable Laws or for any other reason determined by us when needed.
- 42.13 To the extent permitted by Applicable Laws, you agree not to hold us, our directors, officers, employees and agents liable for losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from:
- (a) Non-delivery, delayed delivery or the misdirected delivery of any Trading Tool.
  - (b) Inaccurate or incomplete content of any Trading Tool.
  - (c) Your reliance on or use of the information in any Trading Tool for any purpose.
- 42.14 Any failure by you to comply with any of the above obligations or restrictions shall constitute an Event of Default under our Terms and Conditions.

### 43. Fair Usage Principles

- 43.1 We are committed to providing the best possible service to all our clients, and to reserving the integrity and quality of our Trading Platform.
- 43.2 If, in our reasonable opinion, we consider it necessary, we may manage your use of, or access to the Trading Platform as we see fit in the circumstances.
- 43.3 We may apply limits to your usage of the services we provide, for various reasons. This includes

but is not limited to, if your use of the Trading Platform is not considered by us as appropriate or fair, if it affects (or may affect) other clients' use of the Trading Platform, or if it is significantly different from the usage that we would expect from a client.

- 43.4 If the circumstances occur under which we need impose a limit on your access to the Trading Platform, we may at our discretion, suspend or terminate your ability to access the Trading Platform. We will not do so without giving you prior notice (except in extreme circumstances) and will only do so if it is reasonable in all circumstances or as a last resort.
- 43.5 In order to encourage a responsible attitude towards the use of our system resources, and to ensure that you are using the Trading Platform in a manner that is consistent with this fair usage principles, we will monitor the order-to-trade ratios of clients. Each order, cancellation, or modification message entered by a client is counted as an 'order' for the purposes of calculating this ratio.
- 43.6 Ratios will be monitored by our trading team. Actions that will be taken as a result of excessive system usage are not taken automatically.
- 43.7 In the event of transaction ratios being exceeded, we will investigate the causes on an individual, case by case basis and contact the clients directly before taking any action except in exceptional circumstances (such as extreme adverse market conditions).
- 43.8 If there are reasonable grounds to believe that it is necessary, we may pass on some or all of the funding fees covered by us during account funding.
- 43.9 We may pass on these charges if, after investigation, we have reasonable grounds to believe that a deposit or withdrawal of funds is not considered by us to be appropriate or fair, because its motive is not expressly for the purpose of funding an account. For example, it is motivated by a desire to generate loyalty scheme points.
- 43.10 Actions that will be taken as a result of excessive funding usage are not taken automatically. In the event preserved funding abuse, we will investigate the causes on an individual, case-by case basis and contact the clients directly before taking any action except in exceptional circumstances."

## 44. Definitions

To help you with reading these Terms and Conditions, we have provided definitions for some of the terms used in these Terms and Conditions:

"Account Application" means an application to open an Account in the form required by us from time to time.

"Account" means the trading account that you hold with us.

"AFCA" means the Australian Financial Complaints Authority.

"Agent" means an agent or representative who we agree may act for you and/or give instructions on your behalf in respect of this Agreement.

"Agreements" means these Term and Conditions, the PDS, the Account Application Form, Privacy Policy and any other terms and conditions which we tell you apply to the provision of the financial services and products by GO Markets to you.

"AFSL" means an Australian financial services licence granted by the Australian Securities and Investments Commission (ASIC), the regulatory body which licenses and supervises our business.

“Amendment Notice” means a notice given by us pursuant to clause 35.1.

“Application Form” means the form(s) (in paper or electronic form) which you complete to open an Account and to trade with us under this Agreement.

“Authorised Person” means a person authorised to bind you in accordance with clause 8 of these Terms & Conditions.

“Automated Trading Software” means a subset of algorithmic trading programs, utilises computer programs to generate and automatically execute buy and sell orders.

“Base Currency” is the currency in which your Account is denominated and in which we will debit and credit your Account.

“Business Day” means a day on which banks are open for general banking business (a day other than a Saturday, Sunday or public holiday) in the State of Victoria, Australia.

“Cash” means a figure stated on the Trading Platform which represents the amount of cleared funds available in your Account.

“CFD” means a contract for differences which is an investment contract for which the profit or loss is the difference between the opening and closing price of the contract.

“Corporate Action” means the occurrence of any of the following in relation to the issuer of any relevant Underlying Instrument:

- (a) any rights, scrip, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity;
- (b) any acquisition or cancellation of own shares/equities by the issuer;
- (c) any reduction, subdivision, consolidation or reclassification of share/equity capital;
- (d) any distribution of cash or shares, including any payment of dividend;
- (e) a take-over or merger offer;
- (f) any amalgamation or reconstruction affecting the shares/equities concerned; and/or
- (g) any other event which has a diluting or concentrating effect on the market value of the share/equity which is an Underlying Instrument.

“Cleared Funds” means the amount of funds that have been deposited or credited to your Account, for the purposes maintaining open Positions, or for any other purpose.

“Closed Out” or “Close Out” means the termination of all or part of your Position in compliance with the Agreements.

“Closing Date” means in relation to a CFD or Margin FX Trade the date on which you accept the Closing Price of the Instrument, or on which a Closing Date is deemed to have occurred in accordance with these Terms & Conditions.

“Closing Notice” means the notice given by one party to the other to close any CFD or Margin FX Trade, in accordance with these Terms & Conditions.

“Closing Price” means in relation to a CFD, Margin FX Trade, the price as determined by GO Markets at the time GO Markets receives the Closing Notice.

“Closing Value” relates to a CFD and Margin FX Trade, where the Closing Price is multiplied by the Trade Quantity.

“Conflicts of Interest Policy” means our policy on potential conflicts of interest that may arise in providing our services and how we manage them.

“Common Reporting Standard (‘CRS’)” means the global reporting standard for the automatic exchange of information (AEOI) as enacted pursuant to The Tax Laws Amendment (Implementation of the Common Reporting Standard) Act 2016.

“Corporations Act” means the Corporations Act 2001 (Commonwealth).

“Credit” is a fixed amount determined by us and allocated to your Account.

“Daily Financing Fee” means the charge which we apply daily to an Open Position. Details of the Daily Financing Fees are set out in our Product Disclosure Statement and on our Website.

“Declarable Interest” means the prevailing level or percentage at the material time, set by law or by the stock exchange(s) or other facility upon which the Underlying Instrument is traded, at which financial or other interests in an Underlying Instrument must be publicly disclosed.

“Dispute” means any dispute between you and us which, in the sole opinion of the party notifying the other party of the dispute, is required to be subject to the dispute resolution procedure set out in clause 27.

“Disputed Transaction” means a dispute arising between GO Markets and you relating to any transaction governed by these Terms & Conditions.

“Equity” means the cash balance of your Account including (after) any running losses and/or profits on open Positions. The account equity is an indication of the performance of a trading account as it considers your account balance and how each individual Position is performing.

“Event of Default” has the meaning given in clause 19.1.

“Event Outside Our Control” means any event preventing us from performing or otherwise delaying or hindering our performance of any or all of our obligations under the Agreement and which arises from or is attributable to any acts, events, omissions or accidents beyond our reasonable control including (but not limited to):

- (a) an emergency or exceptional market condition;
- (b) compliance with any law, governmental order or regulatory requirement, or any change in or amendment to any law, regulation or rule (or in the application or official interpretation by any court, tribunal or regulatory authority);
- (c) any act, event, omission or accident which, in our opinion, prevents us from maintaining orderly trading or hedging activities or meeting increased margin payments with third party brokers in any market in one or more of the Underlying Instruments in relation to which we ordinarily accept Trades;
- (d) the occurrence of an excessive movement in the level of any Trade and/or the Underlying Instrument or our anticipation (acting reasonably) of the occurrence of such a movement; (e) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations;
- (e) any strike, lock-out or other industrial dispute, riot, terrorism, war, civil commotion, nuclear, chemical or biological contamination, act of God, malicious damage, accident,

breakdown of equipment, fire, flood, storm, interruption of power supply, failure of a utility service or breakdown of or interruption in any electronic, communication or information system; and/or

- (f) the suspension or closure of any index/market/exchange/clearing house or the abandonment or failure of any factor or of the Underlying Instrument upon which we base, or to which we may relate, Our Prices, or the imposition of limits or special or unusual terms on any such factor.

“Financial Services Guide or FSG” means a document we provide which includes information about us, our services, charges and contact details.

“Financial Product” means an OTC derivative product that we offer.

“The Foreign Account Tax Compliance Act (“FATCA”)” means section 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations and includes: any treaty, law or regulation of any other jurisdiction relating to an intergovernmental agreement between the US and any other jurisdiction, which facilitates the implementation of relevant laws or regulations; and any agreement pursuant to the implementation of any relevant treaty, law or regulation with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“Future or Forward” means the price that a CFD is quoted at based on a future date. The quoted price of a Future or Forward Trade considers financing costs and (if applicable) dividends.

“GO Markets Materials” has the meaning as set out in clause 27.1.

“GO Markets Parties” means, collectively us, our Associated Entities, our third-party service providers, and our third-party licensors, and the directors, officers, members, employees, agents and representatives of us, our Associated Entities, our third-party service providers and our third-party licensors.

“Hedging” is a strategy engaged by GO Markets to manage exposure to Position(s) which involves the entering of its own positions with a Liquidity Provider(s).

“Information” means such market data, news feeds and other information as we may supply or make available to you, either directly or through a third-party service provider or licensor, together with any element thereof as used or processed in such a way that it can be identified, recalculated or re-engineered from or used as a substitute for such data or information.

“Initial Margin” means an amount required to be deposited by you with GO Markets to open a Position.

“Insolvency Event” means, in respect of any person:

- (a) a resolution is passed or an order is made for the winding up, dissolution or administration of such person,
- (b) any bankruptcy order is made against such person,
- (c) the appointment of a receiver, administrator, manager, administrative receiver or similar officer, or if any encumbrancer takes possession of or sells, all or any part of the business or assets of such person,
- (d) the making of an arrangement or composition with creditors generally or the or the filing with court documents or making of an application to court for protection from creditors generally, or any arrangement which has that effect, or
- (e) if the relevant person becomes insolvent or is otherwise unable to pay its debts as they become due, or any act of insolvency or event that is analogous to those set out of this

definition applies to the person concerned.

“Instrument” means the CFDs Trade that is provided by GO Markets. An Instrument is referred as a symbol on the Trading Platform.

“Liquidity” means the amount (by volume) of buy or sell orders at bid and ask prices.

“Liquidity Provider(s)” means an external counterparty (company, bank or financial institution) that provides a buy and sell price in a financial instrument, security, or asset, and can accept trades and orders for the purposes of risk management. This may also be referred to as a Hedging counterparty.

“Limit Order” means an Order which will be executed when the price of a Market reaches a price which is more favourable to you than Our Price at the time you place the Order.

“Long Position” means an Open Position resulting from a Trade or Trades placed to buy units of a Market at Our Offer Price.

“Losses” means any losses, claims, injuries, damages, judgments, interest on judgments, assessments, taxes, costs, fees, charges, amounts paid in settlement or other liabilities (including, without limitation, reasonable attorneys’ fees, costs of collection and any reasonable cost incurred in successfully defending against any claim), provided that a person’s Losses will not include any injuries, costs, losses and expenses which are directly caused by the relevant person’s fraud, wilful default or gross negligence.

“Malicious Code” means any computer virus, Trojan horse, worm, time bomb or similar code or component designed to disable, damage, disrupt, manipulate, amend or alter the operations of, permit unauthorised access to, or ease, destroy or modify any software, hardware, network or other technology.

“Manifest Error” has the meaning given by clause 17.1.

“Margin Requirement” means the amount of money that you are required to deposit with us as consideration for entering into a Trade and maintaining an Open Position.

“Market” means a Trade we make available which is comprised of a unique set of price information, minimum and maximum Quantity, expiry and other commercial features determined by reference to an Underlying Instrument.

“Market Disruption Event” means any of the following events:

- (a) trading in respect of the Underlying Instrument is suspended or limited for any reason whatsoever, including by reason of movements in the price of the Underlying Instrument exceeding limits permitted by the relevant exchange or limits or special or unusual terms are imposed on the trading of the Underlying Instrument by the relevant exchange or a trading venue;
- (b) trades which we have entered in relation to any relevant Underlying Instrument or other relevant financial instrument are cancelled or suspended by the relevant exchange or clearing house;
- (c) an unusual movement in the level of, or the unusual loss of liquidity in respect of, the Underlying Instrument or our reasonable anticipation of the occurrence of the same; and/or
- (d) the occurrence of any other event which in our opinion causes a market disruption in respect of the Underlying Instrument or the Trade.

“Market Hours” means the hours during which we are prepared to provide quotes for Our Price and execute Trades and Orders in a Market, as further specified in the Market Information.

“Market Information” specific to Meta Trader is located on the Website. Market Information may not be available via a mobile application and must be accessed via desktop.

“Market Maker” means that GO Markets acts as counterparty with respect to your trading activity. GO Markets set the prices (bid and ask quotes) that are provided to you and may assume the risk arising from your trading activity.

“Market Order” means an order to enter a Position or to close out a Position, at the first price available and as determined by the Instrument price, market liquidity, and other factors that may impact on execution times.

“Margin” means Initial Margin or Variation Margin or both.

“Margin FX” means a leveraged foreign exchange, a type of OTC derivative product.

“Net Free Equity” means the amount of money you would have left in your account should all of your open Positions be closed out at the current market price, considering any Swap Charge or Swap Credit, fees or transaction charges. Net Free Equity may be positive or negative.

“Margin Close Out Level” means the Margin Level at or below which we may close your Open Positions and take other actions to restrict your Account under clause 13.

“Margin Level” means the ratio of Net Equity (the sum of your Cash and Unrealised P & L) to Total Margin (expressed as a percentage). Your Margin Level is stated on the Trading Platform

“Net Equity” means a figure stated on the Trading Platform which represents the sum of your Cash and Unrealised P & L.

“Notices and Policies” means information we are required by law or regulation to disclose to our clients or otherwise desire to disclose, including: the Risk Warning Notice, our Conflicts of Interest Policy and any notices with respect to third-party trading platforms.

“Our Spread” means the difference between Our Bid Price and Our Offer Price.

“Open Position” means the position in a Market created by a Trade to the extent that such position has not been closed in whole or in part under this Agreement.

“Order” means an instruction you give us to execute a Trade when the price of a Market reaches a specified price or an event or condition occurs.

“Operating Rules” shall mean the rules, regulations, customs, and practices from time to time of any exchange, clearing house, or other organisation or market involved in the execution or settlement of any Trade or Trade.

“OTC derivative” means an over-the counter derivative product, which can be a Margin FX Trade or CFD.

“Product” means each type of financial instrument or investment Trade we make available under this Agreement, subject to additional terms set out.

“Product Disclosure Statement or PDS” means the document produced and issued by us from time to time which describes our services and products, the risk and benefits and our charges. The Product Disclosure Statement is available on our Website.

“Price Latency Arbitrage” means the practice of exploiting disparities in the price of any Instrument(s), by

taking advantage of the time it takes to access and respond to market information.

“Privacy Policy” is the GO Markets Privacy Policy which is available through our website.

“Politically Exposed Person” has the same meaning as in the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1).

“Position” means a CFD or Margin FX Trade entered by you under the terms and conditions and PDS.

“Power of Attorney” gives another person the ability to act on your behalf. This means that the third party can take over responsibility for the trading account, including the ability to place orders.

“Quantity” means, in respect of a Trade or an Open Position, the number of units traded in the relevant Market to which that Trade or Open Position relates, synonymous to “trade size”

“Realised Profits” and “Realised Losses” means your profits or Losses (as appropriate) which result on expiry or closure of an Open Position.

“Relevant Exchange” means the financial market or exchange on which the reference price of the Underlying Asset is quoted.

“Retail Client” has the meaning given by sections 761G and 761GA of the Corporations Act.

“Risk Warning Notice” means the notice provided to clients in these Terms and Conditions detailing the risks associated with undertaking trading in our Products.

“Security Information” means account numbers and/or Username as applicable, passwords and other information required to identify you for the purposes of you trading with us under this Agreement.

“Short Position” means an Open Position resulting from a Trade or Trades to sell units in a Market at Our Bid Price.

“Stop Order” means an instruction to create a Short Position when Our Price reaches a specified price.

“Stop Loss Order” means an instruction to execute a Trade to close an Open Position when Our Price reaches a specified price.

“Swap Charge or Swap Credit” means financing related credits or charges relating to the holding of a CFD or Margin FX Position at the close of the Trading Day.

“Sub-Accounts” means additional Accounts that you have requested to open under the same name with GO Markets.

“Terms & Conditions” means these Terms & Conditions and any other documents annexed or incorporated by reference.

“Trade” means a transaction entered into by you pursuant to this Agreement.

“Trading Hours” shall be as set forth on the Trading Platform.

“Trading Day” means Monday to Saturday including public holidays. The close of the Trading Day occurs at 23:59 on the Trading Platform.

“Trading Platform” means GO Markets’ online Meta Trader platform (MT4 or MT5), or an online trading facility provided by GO Markets.

“Trust” means where you are a trustee, the trust identified in the Account Application.

“Trust Deed” means where you are a trustee, the trust deed governing the Trust as varied, substituted,

supplemented, or resettled from time to time.

“Total Margin Requirement” means the sum of your Margin requirements for all your open Positions.

“Underlying Asset” means the security, exchange rate, index, commodity, or other financial asset type that trades in a financial market or Relevant Exchange to which CFD or Margin FX Trade relates.

“Underlying Market” means the security, exchange rate, index, commodity, or other financial asset type that trades in a financial market or Relevant Exchange to which CFD or Margin FX Trade relates.

“Unrealised Losses” and “Unrealised Profits” means the profits or Losses (as appropriate) that have not as yet been realised on Open Positions before expiry or closure.

“Unrealised P & L” means a figure stated on the Trading Platform which represents your Unrealised Profits less your Unrealised Losses.

“Variation Margin” means the amount required to maintain your open Positions. (Refer to Deposits & Margins).

“Website” means our website at [www.gomarkets.com/au](http://www.gomarkets.com/au) which comprises (among other things) the Trading Platform, the Market Information and information related to third party hosting or trading applications (for example, MetaTrader).