



GETGO CUSTOMER AGREEMENT

Version: August 2018

RISK NOTICE

We provide services for trading derivative financial contracts. Our contracts are traded on a leverage basis, a type of trading which carries a high degree of risk to your capital. The price of the contract you make with us may change quickly and you could incur the maximum loss on each trade. You should not deal in our contracts unless you understand and accept the risks of leveraged trading. Trading in these products may not be suitable for everyone. Past performance is not a reliable indicator of future performance.

Our signals have been prepared without taking into account your personal objectives, financial situation or needs and before acting on a signal, you should consider its appropriateness, having regard to your personal objectives, financial situation and needs. You should consider the GetGo Product Disclosure Statement before making an investment decision.

SECTION 1 – IMPORTANT INFORMATION

1. OUR RELATIONSHIP WITH YOU

- 1.1 These terms of business together with the Application Form for GetGo (together the "**Agreement**") constitute a legally binding agreement between you and the service provider GAIN Capital Australia Pty Ltd ACN 141 774 727 ("**GAIN**", "**we**", "**us**" or "**our**").
- 1.2 This Agreement governs your use and the provision of the Services and supersedes all previous terms and conditions and any amendments and will be effective from the date we acknowledge acceptance of your Application Form.
- 1.3 This Agreement only applies to the Services and not to any other services which GAIN, or any of our affiliated companies (individually or separately) presently or may in the future provide to you.
- 1.4 GetGo is a trading name of GAIN. GAIN is authorised and regulated by the Australian Securities and Investments Commission ("**ASIC**"), with Australian Financial Services Licence number 345646.
- 1.5 GAIN is a wholly owned subsidiary of GAIN Capital Holdings, Inc., a company listed on the New York Stock Exchange, and has the registered address of Level 3, 100 Harris Street, Pyrmont NSW 2009.
- 1.6 This Agreement is in English and all communications between the parties will be in English. It should be read in conjunction with the GetGo product disclosure statement ("**Product Disclosure Statement**" or "**PDS**") available on our website at <https://www.getgo.trade/terms-conditions>, as amended from time to time. To the extent of any inconsistency between this Agreement and the PDS, the terms of this Agreement will prevail.

- 1.7 Please read this Agreement and the PDS carefully and seek professional advice. You may discuss with us anything which you do not understand. 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 GetGo and any trades which you enter into with us ("**Trades**"). Trades that we enter into with you under this Agreement are legally binding and enforceable. By signing the Application Form or by electronically submitting your application on our Website or via a mobile application, you confirm that you accept the terms of the Agreement. When we open an account for you for GetGo ("**Account**"), you will be bound by the Agreement in your dealings with us.
- 1.8 We will deal with you as principal and not as agent on your behalf. This means that any Trades are agreed directly between you and us and we will be the counterparty to all of your Trades.
- 1.9 Unless we agree otherwise in writing, you will also deal with us as principal and not as an agent or representative of another person. You will not permit any person to deal 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 reasonably consider appropriate.
- 1.10 **Any advice that we provide to you is general advice only and has been prepared without taking account of 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 Product Disclosure Statement 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 as to your objectives, financial situation or needs and shall deal with you on an execution-only basis. None of our staff are authorised by us or permitted under the Corporations Act to give you 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. If you require investment or tax advice, please contact an independent investment or tax adviser.**

SECTION 2 - THE SERVICE

- 2.1 The "**Service**", "**Services**", or "**GetGo**" is a digital trading platform which:
- (a) provides you with Signals (as defined in clause 2.4); and
 - (b) allows you to trade on the price movements of certain financial instruments, such as currency pairs, commodities and indices in accordance with the Signals.
- 2.2 Trading on the price movement of currency pairs, commodities and indices (and the resulting contract which you will enter into with GAIN) is commonly referred to as a "contract for difference" (referred to in this Agreement as "**CFDs**" and the "**Products**"). GAIN does not undertake to continue to offer the same Products at all times and may not offer the same in the future. 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 rights (such as voting rights or delivery obligations) in it to you. A list of the offered Products is available at <https://www.getgo.trade/product-information>.
- 2.3 The Service will work by:

- (a) you opening an account with GAIN; and
- (b) GAIN providing you with the Services including the Signals (which you may use to enter into CFDs with GAIN), the provision of the platform by GAIN, and GAIN operating your account, executing your trades and reporting to you on the resulting trades. GAIN will be the counterparty to every trade that you enter into.

- 2.4 The "Signals" provided are alerts or notifications, generated through an algorithm (technologically based formula). The algorithm is designed to look for historic patterns in price movement of Products. When a pattern of price behaviour is identified and it satisfies a series of specific criteria, it will be communicated to you through a Signal. You have the final decision in relation to every trade you enter into. You should make every effort to ensure you understand the Signals and GAIN is entitled to assume that you do, unless you have indicated otherwise.
- 2.5 Subject to the terms of this Agreement, GAIN will be responsible to you for the provision of the Signals. If you have any questions or complaints in relation to the Signals please address them to us in accordance with section 5.
- 2.6 GetGo is a standalone trading platform and is independent and separate to any other products and services offered by GAIN and/or our affiliates.

Use of the Service and Signals

- 2.7 GetGo can only be used for your own personal benefit. This means it cannot be used for business purposes, or on behalf of another person.
- 2.8 The Signals cannot be varied, passed on, or resold to another person, and cannot be used or relied on to place any trades outside of the GetGo platform.

SECTION 3 - RISKS

- 3.1 The risk of loss in entering into CFDs, including this Service, is predominantly that you could incur the maximum loss on each trade, and therefore you should not trade or invest money that you cannot afford to lose. It is important that you fully understand the risks involved before deciding to trade with us in light of your financial resources, level of experience, and risk appetite. If required, you should seek advice from an independent financial advisor. Past performance is not a reliable indicator of future performance.

Digital platform trading

- 3.2 When you trade on a digital platform, there is a risk that you will experience financial loss as a result of:
- (a) the failure of your mobile/digital device (including its battery), a weak internet connection, or a weak mobile connection;
 - (b) your device being incompatible with the GetGo trading platform or system specifications, including due to incorrect settings and system specifications; or
 - (c) the failure or malfunction of yours or GAIN's hardware or software.

- 3.3 GAIN will not be liable for any loss or damage which results from your inability to access the GetGo platform caused by circumstances outside our control.

Need to monitor trades

- 3.4 It is your responsibility to review all your orders and trades. If you believe you have an order or trade that is not showing on the GetGo trading platform, or have any other issue or problem with any order or trade, you should contact GAIN immediately.

No guarantees of profit

- 3.5 The actual returns and losses experienced by you will vary depending on many factors, including, but not limited to: market behaviour; market movement; which Signals you trade on, when and how you close your trades; and your trade size. Because of this, your actual returns may be different to the indicative returns as shown under the GetGo performance section of the GetGo app. Your losses will not exceed the maximum loss amount indicated to you prior to entering into the trade when you have detailed your trade size.

SECTION 4 - INACTIVITY FEES

Where no activity has occurred on your Account for a period of 12 months or more, we may deem your account inactive. 'Activity' is defined as placing a trade, and/or applying an order on your Account, and/or maintaining an open position during this period. We may, but shall not be obliged to, apply a monthly inactivity fee to an Account that is inactive for 12 months or more. If we decide to apply such inactivity fees we will publish details of them on our website www.getgo.trade prior to their application.

SECTION 5 - COMPLAINTS

- 5.1 GAIN has established procedures in accordance with the Australian Securities and Investments Commission's (**ASIC**) requirements for complaints handling and dispute resolution, to ensure that complaints are dealt with fairly and promptly. The Dispute Resolution Procedure is detailed in the PDS available at <https://www.getgo.trade/terms-conditions>. If you would like to make a complaint you should contact the Client Management Team, GAIN Capital-GetGo, Level 3, 100 Harris Street, Pyrmont NSW 2009.
- 5.2 Where you are an eligible complainant, if we do not provide you with a final response within 45 days from the date we received your complaint, or if you do not agree or are dissatisfied with the outcome of our response, you may lodge a complaint:
- (a) with the Financial Ombudsman Service Australia if lodged before 1 November 2018: Online: www.fos.org.au Email: info@fos.org.au Phone: 1800 367 287 Mail: Financial Ombudsman Service Limited GPO Box 3 Melbourne VIC 3001; or
 - (b) with the Australian Financial Complaints Authority if lodged on or after 1 November 2018: Online: www.afc.org.au Email: info@afc.org.au Phone: 1800 931 678 Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001.

SECTION 6 - CLIENT PROFILE AND CLASSIFICATION

6 CLIENT CLASSIFICATION

- 6.1 Unless we notify you otherwise, we will classify you as a retail client for the purposes of the Services and as defined in the Corporations Act 2001 (the "**Corporations Act**"). You have a right to request a different categorisation but if we agree to this request you will lose the protection of certain parts of the Corporations Act. In certain circumstances we may wish to re-categorise you, but if we do so we will explain clearly why we are doing this and the effect this will have on your rights.

SECTION 7 - TARGET MARKET

- 7.1 We consider that GetGo will not be appropriate for everyone and has been developed for individuals who:

- (a) want to generally gain short term exposures to financial instruments/markets;
- (b) are using (trading with) money which they can afford to lose; and
- (c) may not be currently actively trading but have a high risk tolerance.

SECTION 8 - HOW OUR SERVICES WILL OPERATE

8 CLIENT TAKE-ON

- 8.1 To open an account with GAIN, you will need to: complete an application form; and provide us with the relevant information for us to verify and record your identity, conduct suitability tests with GAIN, complete and pass a knowledge test to ensure opening an account is appropriate for your circumstances, anti-money laundering and counter-terrorism checks, and conduct any other checks required under applicable law ("**Application**").
- 8.2 If we accept your Application, we will open an account for you and will provide you with a unique account number, as well as a username and password of your own choosing. We may require such other security information as we consider appropriate.
- 8.3 You must keep your account number, username, password and other security information secure and not disclose that information to any other person.
- 8.4 You must immediately inform us of changes to the information you've provided to us including changes to your contact details, financial status, regulatory status, and other information which may affect the basis on which we do business with you.
- 8.5 We reserve the right to refuse to open an account for any reason. Furthermore, we may change the features and criteria of our Application at any time by notifying you of the changes via our website, a notification, in-app message, email, or otherwise.

SECTION 9 - DEPOSITING AND

WITHDRAWING FUNDS Depositing funds

- 9.1 In order to trade on GetGo, your account should have a positive cash balance which covers the maximum potential loss of the order which you intend you to place.
- 9.2 Payment of any amount into your account is subject to the following conditions:
 - (a) payment must be made in Australian Dollars, US Dollars or another currency approved by us;
 - (b) if made by debit or credit card, the debit or credit card must be accepted by us;
 - (c) 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;
 - (d) if you wish to make a payment through a non-Australian 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
 - (e) we do not accept cash or payments from third parties.

Withdrawing funds

- 9.3 If your account shows a positive cash balance, you may request that we make a payment to you of such amount. We may elect to withhold any payment, in whole or in part, if:
- (a) you have unrealised losses on your account;
 - (b) such payment would result in your trading resource being less than zero;
 - (c) we are required to do so under any relevant legislation or regulation; and/or
 - (d) we reasonably believe the cash balance resulted from market abuse.
- 9.4 You acknowledge and accept that:
- (a) the provision of documentation and verification may be required from time to time by anti-money laundering regulations, credit card companies and our internal policies, as a prerequisite, prior to the execution of a withdrawal order;
 - (b) withdrawals may take longer than expected for numerous reasons; and
 - (c) unless we agree otherwise, any amounts payable to you will be by direct transfer to the same source, in your name, from which you have made payment to us.
- 9.5 If we credit a payment to your account but subsequently discover that the credit was made in error, we reserve the right to reverse any such 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.

Client Money / Your Money

- 9.6 Any money which you have transferred or transfer to us, or which has been transferred to us, or which is held by us on your behalf will be held by GAIN on your behalf as client money ("**Client Money**") within the meaning of the Corporations Act and ASIC Client Money Reporting Rules ("**Rules**"). We will hold such money on trust for you at all times and for this purpose. In accordance with the Rules, Client Money must be and will be segregated from our own money, and in the event of our insolvency will be excluded from the assets available to our creditors.
- 9.7 We will hold Client Money in bank accounts held with authorised deposit-taking institutions within Australia which may (to the extent permitted by law) be invested on term deposit and will be established, maintained and operated in accordance with the Rules and as set out in the Product Disclosure Statement.
- 9.8 Where any bank or other permitted third party holds money as Client Money under clause 9.6:
- (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.
- 9.9 We do not pay interest on any Client Money (including where held on term deposit), or money that you transfer to us under clause 9.6, 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.

- 9.10 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 9.6, to any person other than us.
- 9.11 Where any amounts owed by you to us under this Agreement are due and payable to us, in accordance with the Rules we shall cease to treat as Client Money so much of any Client Money held on your behalf as equals the 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.
- 9.12 We may transfer any money we hold for you as Client Money (after deduction of any amounts permitted by the terms of this 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 Rules.
- 9.13 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. Where we are entitled to do so under this Agreement (including in connection with our rights under clauses 20 and 26) 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. We shall perform any currency conversion or valuation at commercially reasonable rates and may pass any currency conversions costs to you.

SECTION 10 - PLACING AN ORDER

Who can place an order

- 10.1 GAIN will execute orders that are received from your account, and which it reasonably believes is from you or authorised by you. We will not be required to enquire further into such apparent authority and we will not be liable for relying on such.
- 10.2 Information regarding orders placed and executed will be addressed personally to you through your account via GetGo.
- 10.3 If you make a duplicate order, we may assume that this is intentional and can execute them both, without checking with you.

How to place an order

- 10.4 You must download the GetGo app to enable you to access the trading platform.
- 10.5 Orders can only be placed in the following way:
- (a) via GetGo, accessed using your mobile phone, or another device approved by us; and
 - (b) an order will be placed when you decide to accept a Signal by selecting the "GET" option on the GetGo mobile user interface, and then place an order by selecting the "GO" option. A summary of the proposed order will subsequently appear requiring you to confirm the order. Once the order has been confirmed, you will

receive a final confirmation with the order ID confirming that the order had been placed.

10.6 Each Signal will generally have the following features, it will:

- (a) be valid for a certain amount of time, for example between 45 minutes to 6 hours ("**Signal Window**"); and
- (b) detail how consistent the price movement has been historically in a percentage (%) form (i.e. the track record).

10.7 All orders placed will:

- (a) require you to choose the trade size in your denominated currency. The Service will indicate the maximum loss and potential profit you may expect from trading on a Signal, in accordance with the size of the trade you intend to place. The maximum and minimum trade size which you can place are contained in the Market Information Sheet which can be accessed under the 'signal information' pages at the GetGo app; and
- (b) give you the option to choose your profit target.

10.8 All trades will be placed under the following types of orders:

- (a) a "**Limit Order**": an order to buy or sell at a specified price. Limit orders can be used to enter into or close out a position. A buy limit order can only be executed at the limit price or lower, and a sell limit order can only be executed at the limit price or higher; and
- (b) a "**Guaranteed Stop Loss Order**": an order which closes out your open position at a specified price, which ensures that your trade will close at the exact price you set, regardless of any underlying marketing volatility.

10.9 We may offer other order types and they will be detailed at <https://www.getgo.trade/terms-conditions>. We do not undertake to continue to offer the same type of orders at all times and may not offer the same in the future.

10.10 The Service allows you to trade in accordance with a Signal but not against the Signal.

10.11 You cannot place an order if your cash balance does not cover the maximum amount of loss associated with that order.

10.12 All orders must be placed via GetGo and we retain the discretion to reject any orders placed using another method

SECTION 11 - FILLING, CLOSING, AND CANCELLING POSITIONS

Filling and Amending a Limit Order

11.1 We will fill your Limit Order when the live market price of the Product reaches the trigger price.

11.2 We will not be liable for any failure to execute a trade for technical or operational reasons, unless we have been negligent.

11.3 We will not fill your Limit Order if:

- (a) the live market price does not reach the trigger price before the Signal expires; or

- (b) you do not have enough money in your account to cover the maximum amount of loss associated with the order you are attempting to execute.

In both cases we will automatically cancel your order.

- 11.4 Your Limit Order cannot be amended once it has been placed unless it is a Limit Order to close a position at a specific profit amount, in which case the profit target can be amended. The Limit Order Service is offered to you on a strictly best efforts basis. Your Limit Order price (known as a trigger price) is not guaranteed. Subject to clause 10.8(a), if there is a change in the price of the Product, the price your trade executes at can be different to the Limit Order price that was requested by you.

Cancelling an order

- 11.5 Orders may be cancelled by you at any time prior to the order being filled.
- 11.6 We also reserve the right to refuse to execute, or cancel any order or trades placed by you.

Such situations include but are not limited to:

- (a) the scenario contemplated at clause 11.3;
 - (b) when the Signal or the trades derives from an error;
 - (c) if a Force Majeure Event occurs; and
 - (d) if we believe the trade would be in breach of this Agreement or any legal or regulatory requirement applicable to you or us.
- 11.7 We shall notify you where any order is refused, unless we are not permitted to do so by applicable law.

Closing a trade

- 11.8 Your trade can be closed in a number of ways:
 - (a) you can manually close your trade by selecting the "close trade" button within the open positions window before the end of the Signal window;
 - (b) subject to clause 11.2, GetGo will automatically close your trade:
 - (i) at the end of the Signal window; or
 - (ii) when your pre-set profit target for that trade is met; or
 - (iii) your Guaranteed Stop Loss Order price is triggered.

SECTION 12 - FEES AND CHARGES

- 12.1 There will be a charge for each trade you place on GetGo (including for a trade when the difference between the Limit Order price and the Guaranteed Stop Loss Order price is zero). The charge is different for each type of Product and information on our fees and charges can be found under the 'signal information' pages at the GetGo app. These may be amended from time to time at our discretion. We will however provide you with 30 days' prior notice, as required under the Corporations Act, of any increase in our current fees and charges or any additional fees and charges. The total cost of your trade is calculated by multiplying your trade size with the charge on that market.
- 12.2 We reserve the right to charge you all disbursements resulting from our relationship (e.g.

telephone, telefax, courier, and postal expenses) where you request hard copy confirmation.

- 12.3 We will provide you with a monthly statement of the fees and charges you have paid and incurred by using the Services.

SECTION 13 - CONFIRMATIONS OF YOUR TRADES

- 13.1 We will provide you with the following trade communications, through GetGo:
- (a) confirmations in respect of each trade that we execute on your behalf as soon as practicable and no later than the next business day, being any day other than a Saturday, Sunday, public holiday or any other day when banks in Australia are not open for business ("**Business Day**");
 - (b) monthly statements; and
 - (c) other communications such as periodic statements.
- 13.2 Your daily contract notes and your monthly statement will also be sent to you by email.
- 13.3 You are responsible for informing us of any changes to your contact details.
- 13.4 Hard copies of your daily confirmations, and monthly statements are available by email.
- 13.5 Trade confirmations will be deemed to be received when made available to you through GetGo, regardless of whether you accessed that information. Confirmations shall in the absence of any manifest error or grossly obvious inaccuracies be conclusive and binding on you unless you notify us otherwise, in writing to ausupport@getgo.trade, and within two (2) Business Days of receipt or we notify you of an error in the confirmation in the same period.

SECTION 14 - PLATFORM AND SYSTEM USE

- 14.1 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 App Store or Google Play pages, which can be found by searching 'GetGo Trade' in the relevant systems.
- 14.2 We do not commit, and are not obliged to provide you with any number of Signals. Signals are only available where our unique algorithm identifies patterns of price actions that satisfies our criteria of performance, and therefore will be provided to you on an as-available basis.
- 14.3 We will use reasonable endeavours to ensure that our Services can 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:
- (a) we do not warrant that they will always be accessible or usable; and
 - (b) we do not warrant that access will be uninterrupted or error free.
- 14.4 We may suspend use of GetGo to carry out maintenance, repairs, upgrades or any development related issues. 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 but this may not be possible in an emergency.

- 14.5 Your use of GetGo will be governed by both this Agreement, by the terms and conditions you accept when you download the GetGo to your mobile device and the Product Disclosure Statement. A copy of those documents can be found at <https://www.getgo.trade/terms-conditions> and they may change from time to time. If the terms you download contradict the terms of this Agreement in any way, then the terms of this Agreement will prevail.

SECTION 15 – OUR RIGHTS IN SPECIAL CIRCUMSTANCES

15 LIABILITY

- 15.1 GAIN and its employees, agents, delegates or associates will not be liable for any costs, loss, liability or expense incurred or suffered by you directly or indirectly under or in connection with this Agreement or the Services including the Signals, except to the extent such loss is due to our or our employee's, agent's, delegate's or associate's gross negligence, wilful default or fraud in connection with the provision of the Services to you.
- 15.2 The Services are provided "AS IS", without any representation or warranty of any kind whatsoever, including that it will be without interruption, or error free, except as otherwise set out in the Agreement.
- 15.3 Nothing in this clause 15 shall operate to exclude or restrict any duty or liability which we owe to you under any applicable law or the Rules.
- 15.4 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. Orders to buy will receive adjustments net of tax, whereas orders to sell are charged the declared amount of gross tax, where applicable.

SECTION 16 - ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES

- 16.1 You acknowledge, represent and warrant that:
- (a) all information and documents that you supply are true, accurate, complete and not misleading;
 - (b) our assessment of your use of the Services is performed on the basis of the information and documents provided by you and the provision of the Services and the Signals does not and will not take into account your objectives, financial situation or needs;
 - (c) we may rely upon information and documents provided by you and you are responsible for any damages or losses which may arise from any inaccuracies;
 - (d) you will only access and use GetGo for your own personal benefit;
 - (e) you will not vary, pass on, or resell the Signals;
 - (f) you will not place any trades based on the Signals outside of GetGo;
 - (g) you are over 18 years old;
 - (h) unless agreed otherwise, you act as principal and not any other person's agent or other representative;
 - (i) you have all necessary consents and the authority to enter into this Agreement and/or use the Services;

- (j) you are not accessing GetGo or dealing with us from the United States of America or its territories;
- (k) neither the entry into this Agreement, or use of the Services, or the giving of any other instruction will violate any law, rule, or regulation applicable to you;
- (l) you have not and will not upload or transmit any malicious code to GetGo or otherwise use any electronic device, software, algorithm, and/or any dealing method or strategy that aims to manipulate any aspect of GetGo; and
- (m) you will use the Services offered by us pursuant to this Agreement honestly, fairly and in good faith.

16.2 Any breach by you of any warranty or representation made under this Agreement renders any trade voidable or capable of being closed by us and at our discretion.

SECTION 17 - INACTIVE AND ABANDONED ACCOUNTS

- 17.1 Where there has been no trades on your account for a period of 30 calendar days, we may (at our discretion):
- (a) treat your account as inactive and suspend your account;
 - (b) cease reporting to you on the account;
 - (c) terminate this Agreement by giving you written notice; and/or
 - (d) close your account.

SECTION 18 - MANIFEST ERROR

- 18.1 A "**Manifest Error**" is an error, omission or misquote, including by the Signal, us or any third party, that is materially and clearly incorrect when taking into account market conditions and quotes in markets or the underlying instrument. This may include, but is not limited to, an incorrect price, date, time, or any error or lack of clarity of any information.
- 18.2 If a trade is based on or is closed on the basis of a Manifest Error, we may act reasonably and in good faith to:
- (a) void the trade as if it had never taken place;
 - (b) close the trade or any open position resulting from it; or
 - (c) amend the trade, or place a new trade, as the case may be, so that its terms are the same as the trade which would have been placed and/or continued if there had been no Manifest Error.
- 18.3 We will exercise the rights in clause 18.2 as soon as reasonably practicable after we become aware of the Manifest Error. To the extent practicable we will give you notice prior to taking any action, or otherwise promptly after. If you consider that a trade is based on a Manifest Error, then you must notify us immediately.
- 18.4 In the absence of our fraud, wilful default or gross negligence, we will not be liable for any loss, costs, claims or demand for expenses resulting from a Manifest Error.

SECTION 19 - FORCE MAJEURE

19.1 Except as provided otherwise, we will not be:

- (a) liable to you for any claims, losses, damages, costs or expenses, including legal fees, caused directly or indirectly; or
- (b) in breach of our Agreement,

if there is any total or partial failure of performance of our duties and obligations under this Agreement caused by any act of God, terrorism, fire, act of government or state, war, civil commotion, insurrection, embargo, breakdown of computer or telephone systems whether belonging to us or our associated companies, you, any market, or any settlement or clearing system or other machine failure, any inability to communicate with market makers for whatever reason, malicious damage, industrial acts, any exceptional market event, or acts and regulations of any governmental or supra national bodies or authorities which are beyond our reasonable control and which in our opinion prevent an orderly market in relation to your trades and/or the Services which we provide to you ("**Force Majeure Event**").

19.2 If we determine that a Force Majeure Event has occurred we may immediately:

- (a) cease, suspend, or refuse to trade or accept orders;
- (b) where permitted by law, change our costs and charges;
- (c) close any open positions, cancel and/or fill any orders, and/or make adjustments to the price and/or quantity of any open positions and orders;
- (d) void any open positions; and/or
- (e) 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 To the extent practicable and as required by law, we will give you notice prior to taking any action, or otherwise promptly after.

19.4 We will not be liable to you for any loss or damage arising under this clause provided we act reasonably.

SECTION 20 - EVENTS OF DEFAULT AND SIMILAR CIRCUMSTANCES

20.1 "**Events of Default**" includes any bankruptcy, winding-up, administration, or similar petition is to be filed by or against you or you otherwise become unable to pay your debts as and when they fall due; if you die or become of unsound mind; if you breach any warranty or representation made under this Agreement; any termination or suspension or loss of any relevant regulator authorisation; or you are not contactable for any periods deemed reasonable by us.

20.2 If any Event of Default occurs we may at our discretion:

- (a) unless already closed or terminated, close all or any of your open positions;
- (b) cancel any of your orders;
- (c) suspend your account and refuse to execute any trades or orders;
- (d) terminate this Agreement; and/or

- (e) 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.

20.3 We may also close your account on 14 days' notice if:

- (a) any litigation is commenced involving both of us;
- (b) you have persistently acted in an abusive manner toward our staff;
- (c) we believe on reasonable grounds that it is otherwise appropriate in the circumstances, including for GAIN to comply with applicable laws.

In addition, your account will be suspended during the 14 day notice period.

20.4 We may also close individual open positions and/or cancel any orders where:

- (a) 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;
- (b) there is a material breach of the Agreement in relation to the open position; or
- (c) at any time after any events described under this clause 20.

20.5 We may also suspend your account:

- (a) during the 14 day notice period prior to closing your account at clause 20.3;
- (b) if an Event of Default has occurred or may occur;
- (c) we believe on reasonable grounds that it is appropriate in the circumstances, including for GAIN to comply with applicable laws ;
- (d) if there has been a breach in your account security or that there is a threat to your account security; or
- (e) during an investigation of any of the events described at 20.5(b) to 20.5(d).

20.6 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.

20.7 Whilst your account is suspended you will only be able to place trades to close your open positions.

SECTION 21 – MISCELLANEOUS

NOTICES

21.1 This clause 21 does not impact on how you can place, close or cancel an order with us.

21.2 When a notice may be given in writing, it may be provided by letter, email or our Website, including the GetGo trading platform.

21.3 We may send notices to you at your last known home or email address, telephone or other contact details.

21.4 You must send notices by letter to Legal Department, GAIN Capital Australia Pty Ltd, Level 3, 100 Harris Street, Pyrmont NSW 2009.

- 21.5 Any notice given by us to you or by you to us will be deemed to be given and received, unless notified otherwise.

SECTION 22 - PRIVACY AND DATA PROTECTION

- 22.1 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 privacy laws 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.
- 22.2 You agree to our disclosing any such information referred to in this clause 0:
- (a) in accordance with this clause 0;
 - (b) where we are required to by law or regulatory obligation;
 - (c) 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
 - (d) 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.
- 22.3 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 countries, including some outside of Australia, and you consent to such transfer.
- 22.4 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.
- 22.5 You authorise us to contact you by e-mail, 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 tick the appropriate box on the Application Form or please contact us in writing or by telephone. Our Address and contact details are stated in the Financial Services Guide and in the Product Disclosure Statement.
- 22.6 By ticking the appropriate box on the application form you authorise us to pass your personal data to related entities or third parties (including introducers) for the purpose of contacting you by e-mail, 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 and after you have

closed it. If you no longer wish to receive such information then please write to us at Our Address or write directly to the third party.

- 22.7 Where you have been introduced to us by a third party introducer as disclosed in your Application Form, 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: GAIN Capital Australia Pty Ltd, Level 3, 100 Harris Street, Pyrmont NSW 2009.
- 22.8 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 or sending you an e-mail to your last known e-mail address. If you do not tell us you object to this change in writing within 14 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.
- 22.9 If you wish to access information that we hold about you, or to have inaccurate information corrected please contact us by sending an e-mail to our Client Management Team at ausupport@getgo.trade. 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.
- 22.10 You agree that we may record all conversations and 'live chats' with you and monitor (and maintain a record of) all e-mails 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.

SECTION 23 - INTELLECTUAL PROPERTY

- 23.1 All copyright, trademark, trade secrets and other intellectual property rights, rights of confidence and proprietary rights in and to GetGo, including, its contents and any related materials ("**GAIN IP**") shall remain at all times the sole and exclusive property of GAIN and its licensors and in the case of third party materials available on the GetGo website to such third party.
- 23.2 Nothing in this Agreement will assign, license or otherwise transfer or be deemed to transfer you any right or interest in the GAIN IP whatsoever, except for the right to access and use the GAIN IP as expressly specified in this Agreement, and you will not make any representation, directly or indirectly, to any contrary effect. In particular, all goodwill derived from the use or development of the GAIN IP will accrue exclusively to us and we may, at any time, call for a document confirming the assignment of that goodwill and you are obliged to immediately execute it.
- 23.3 You have no authority to assign, transfer or sub-licence the GAIN IP in any way.
- 23.4 You acknowledge that the GAIN IP has been developed through the expenditure of substantial skill, time, effort and money. You will not provide access to GetGo to any third party.
- 23.5 You will not publish, distribute, or otherwise make available to third parties any information derived from or relating to the GAIN IP, whether orally or in writing.
- 23.6 You will not copy, modify, de-compile, reverse engineer, or make derivative works of the GAIN IP or in the manner in which it operates, save to the extent permitted by law.

- 23.7 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 GAIN IP or the reputation of the goodwill associated with us or the GAIN IP. This includes your use of or application to register any intellectual property rights, domain names or social media network names that may infringe our rights in the GAIN IP.
- 23.8 You agree to compensate us for all liabilities, costs, expenses, damages and losses (including, direct or indirect losses, loss of reputation, depletion of goodwill or similar losses and all interest, penalties and legal costs and other reasonable professional costs and expenses) suffered or incurred by us as a result of your misuse of GetGo which directly or indirectly cause:
- (a) any infringement of the GAIN IP;
 - (b) any third party claim that such use infringes their intellectual property rights;
 - (c) a breach of your obligations under this Agreement which could materially affect the GAIN IP, including without limitation clauses 16.1(k) and 16.1(l) (Representations and Warranties) and clause 24 (Confidentiality);
 - (d) any other loss which is caused as a direct or indirect result of your breach of the obligations of this clause 0; and
- 23.9 The provisions of this clause 0 will survive the termination of this Agreement.

SECTION 24 - CONFIDENTIALITY

- 24.1 In this clause, "**Confidential Information**" means:
- (a) the terms of this Agreement;
 - (b) where you are the recipient of such information, any information relating to GetGo or derived from it that you may acquire through your use of the Service, regardless of form or medium (including, without limitation, the GAIN IP); and
 - (c) where we are the recipient of such information, any personal data that we gather from you through our provision of the Services to you.
- 24.2 Each party shall keep secret and confidential all Confidential Information of the other and shall not (and shall procure that its employees and/or officers shall not) copy, use or disclose any such information to any third party, other than as may be authorised by it or deemed necessary to comply with its obligations under this Agreement.
- 24.3 Such obligation of confidentiality will not apply where the Confidential Information:
- (a) was in the possession of the recipient prior to disclosure by the other party;
 - (b) is subsequently acquired from a third party without any obligation of confidence;
 - (c) is or becomes generally available to the public through no act or default of the recipient; or
 - (d) is disclosed on a confidential basis for the purposes of obtaining professional advice.
- 24.4 In the event that we are required to disclose any of your Confidential Information by operation of law or regulation, we may do so without being treated as being in breach of this Agreement. We will notify you of such disclosure unless we are not permitted to do so under the relevant laws or regulations.

24.5 This clause 24 shall continue in force notwithstanding the expiry or termination of this Agreement, whatever the reason for such termination.

SECTION 25 - TERMINATION

- 25.1 Either party can terminate this agreement (cancel your account) by providing three days' written notice. If you have any open trades with us, your account will remain open until they are closed, filled or cancelled. Termination shall not affect any trades previously entered into and shall not relieve either you or GAIN of any obligations set out in this Agreement.
- 25.2 We retain the discretion to terminate this Agreement immediately, upon giving you written notice, if we reasonably consider this is necessary in order for us to meet our obligations under law, if an Event of Default exists under clause 20, or where we reasonably believe you are:
- (a) misusing GetGo, including by being in breach of clauses 2.7 and 2.8 (Use of the Service and Signals), or clauses 16.1(a), 16.1(e), and 16.1(f) (representations and warranties);
 - (b) in breach of clause 23 (Intellectual Property); or
 - (c) in breach of clause 24 (Confidentiality).

SECTION 26 - NETTING AND SET OFF

- 26.1 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.
- 26.2 Without prejudice to any other of our rights under this Agreement, we will, at any time, have the right to:
- (a) combine and consolidate any money we or any of our affiliates hold for you in any or all of the accounts you may have with us or with any of our affiliates; and
 - (b) set off against each other the amounts referred to in (i) and (i) below:
 - (i) any amounts that are payable by us or any of our affiliates to you (regardless of how and when payable);
 - (ii) any amounts that are payable by you to us or any of our affiliates (regardless of how and when payable).
- 26.3 If any amount in clause 26.2(b)(ii) exceeds any amount in clause 26.2(b)(i) above, you must forthwith pay such excess to us whether demanded or not.
- 26.4 You are also entitled to require us to exercise the rights in clause 26.2 above in relation to all your accounts and/or open positions which have been closed.
- 26.5 If the rights under clauses 26.2, 26.3 or 26.4 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.

SECTION 27 - MARKET ABUSE

- 27.1 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:
- (a) 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; and
 - (b) you will act in accordance with all applicable laws and regulations.
- 27.2 In the event that you place any Trade in breach of the representations and warranties given in this clause 27 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 this Agreement, we may:
- (a) enforce the Trade or Trade(s) against you if it is a Trade or Trades which results in you owing money to us; and/or
 - (b) treat all your Trades as void if they are Trades which result in us owing money to you, unless and until you produce conclusive evidence within 30 days of our request that you have not in fact committed any breach of warranty, misrepresentation or undertaking under this Agreement.
- 27.3 We are entitled (and in some cases required) to report to any relevant regulatory authority details of any Trade. You may also be required to make appropriate disclosures and you undertake that you will do so where so required.
- 27.4 The exercise of any of our rights under this clause 27 shall not affect any of our other rights we may have under this Agreement or under the general law.

SECTION 28 - TAX

- 28.1 You are responsible for the payment of all taxes that may arise in relation to your Trades. Where, as a result of your trading, there is a tax charge under the Australian tax regime, stamp duty, transfer tax, dividend tax, withholding tax or other taxes or duties due in any jurisdiction, we reserve the right to pass these on to you. We may elect to do so by withholding any such amounts from your realised profits.
- 28.2 We shall not be responsible for any taxes that may arise as a result of a change in law or practice.
- 28.3 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.

SECTION 29 - GENERAL

- 29.1 Save where a contrary intention appears, in this Agreement:
- (a) a reference to GAIN is, where relevant, deemed to be a reference to or to include, as appropriate, their respective successors or assigns;
 - (b) a reference to applicable law, a statute or statutory instrument, or provisions of such is to be construed as also a reference to any amended or re-enactments;
 - (c) headings are for convenience only; and

(d) words importing the plural shall include the singular and vice versa.

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

- (a) to comply with or reflect a change of applicable law or a decision of an Ombudsman, Court, regulator or industry body;
- (b) to make them more favourable to you or to correct a mistake or oversight (provided that any correction would not be detrimental to your rights);
- (c) to provide for the introduction of new systems, service procedures, processes, changes in technology and products (provided that any change would not be detrimental to your rights); or
- (d) to add or remove a Product or amend the Services.

We will notify you of any proposed change to the terms of this Agreement by sending you a push notification, or sms at least seven (7) days before the changes take effect, and unless you notify us otherwise during this period you will be taken to agree to be bound by the terms of such amendment or change on that date. If you give us notice that you object to any proposed changes, 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.

29.3 In the event that there have been no trades on your account for a period of six years after the date you become entitled to a transfer of money held in such account (notwithstanding any payments or receipts of interest, fees or similar items) and we are unable to trace you despite having taken reasonable steps to do so, you authorise and direct us to treat the balance of your account as unclaimed money to be dealt with in accordance with the provisions of the applicable unclaimed money legislation. Where we do so, you will indemnify us and not hold us liable for that money.

29.4 Clauses 15 to 19 and 23 to 29 shall survive termination of this Agreement.

29.5 If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.

29.6 Failure or delay by either party to exercise any right or remedy under this Agreement does not constitute a waiver or bar to exercise of that right or remedy.

29.7 You may not assign, novate or transfer any of your rights or obligations under this Agreement without our prior written consent.

29.8 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.

29.9 This Agreement and any dispute or claim whatsoever relating to it or its formation shall be governed by the law of New South Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of New South Wales.