

**GO Markets Securities Pty Ltd**

## **Terms and Conditions – Share Trading**

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ABN 24653400527 (CAR No.1292963 of Sanlam Private Wealth Pty Ltd.)



**GO MARKETS**

first choice for trading

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## RISK ACKNOWLEDGEMENT

You acknowledge, recognise and understand that:

- (a) Share Trading Services GO Markets Securities Pty Ltd (“**GO Markets**”) provide, may involve a degree of risk, and are appropriate only for persons who accept risk of loss in their capital.
- (b) When you place an Order or request GO Markets to enter into any purchase or sale of any Instrument, any profit or loss arising out of such Orders will be entirely for your own account and risk;
- (c) Unless it is otherwise specifically agreed, GO Markets will 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 to you;
- (d) 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 thereof.
- (e) You should read the applicable Financial Services Guide (“**FSG**”) and these Terms and Conditions carefully to understand about the financial Services to decide whether to use any of the Services GO Markets provide.

## THE SCOPE OF THIS AGREEMENT

### 1. Introduction

GO Markets Securities Pty Ltd. (ABN 24 653 400 527) is a Corporate Authorised Representative (No.1292963) of Sanlam Private Wealth Pty Ltd. (AFSL 337927) regulated by the Australian Securities and Investment Commission (“**ASIC**”). Our registered office is located at Level 11, 447 Collins Street, Melbourne, VIC 3000, Australia.

1.1 Share Trading Services GO Markets provide include:

- ASX and Chi-X shares including Listed Investment Companies and Exchange Traded Funds.

1.2 GO Markets is not a market participant and does not trade directly on Exchange on your behalf, Therefore, when you use our Services, this means GO Markets will, as your agent, instruct market participants with whom we have entered into such arrangements who will enter into trades on the Exchange, in accordance with your Orders.

1.3 These Terms and Conditions are part of the Agreement between GO Markets Securities Pty Ltd (“**GO Markets**”, “**we**”, “**us**” or “**our**”) and its client (“**you**” or “**yourself**”) and apply to Share Trading Services and govern all your Orders and transactions conducted with us.

### 2. Your Agreement with us

The Agreement between us relating to our Share Trading Services consists of the following documents:

- Application Form/Client Agreement.
- Our FSG, as applicable.

- FinClear Execution Ltd (“FinEx”) Terms of Trade, and
- These Terms and Conditions – Share Trading.

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

2.1 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.

2.2 Other materials which explain the basis upon which you place an Order with us but are not included in the Agreement are:

- the 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 the Trading Platform, information specific to such hosting or trading application located on the Website shall supplement the Market Information.
- our Website - [www.gomarkets.com](http://www.gomarkets.com), Client Portal and Trading Platform via which you will place an Order 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, and.
- our Privacy Policy.

2.3 Please read the Agreement, the Notices and Policies and the FSG, as applicable carefully and seek 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 Share Trading Services and any Orders which you place with us. Orders that are executed with you under this Agreement are legally binding and enforceable. By signing the Application Forms or by electronically submitting your application on our Website or Client Portal, 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.

#### 2.4. Interpretation

Words and expressions have the meanings set out in the Definitions at clause 37. References to clauses are to clauses in this Agreement unless stated otherwise.

2.5 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.

2.6 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.

2.7 The singular includes the plural and vice versa.

2.8 Reference to a person or individual includes an individual, a firm, a partnership, a body corporate, and an unincorporated body.

2.9 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).

2.10 If there is any conflict between the terms of these Terms & Conditions and any other terms, these Terms and Conditions shall prevail.

2.11 Headings are for reference only and do not in any way affect the meaning of this Agreement.

2.12 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.

2.13 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; and

2.14 This Agreement is not to be interpreted against our interests merely because we proposed these provisions or because we rely on a provision of this Agreement to protect ourselves.

### 3. General information

3.1 Our Share 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 as applicable by email or by posting such information on our 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 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.

3.4 We are not a clearing participant of ASX. In relation to any Order placed by you with us to buy or sell any ASX and Chi-X shares including Listed Investment Companies and Exchange Traded Funds (“ETFs”), the Order will be placed on behalf of you by FinClear Pty Ltd (“FinClear”) who has the clearing and settlement obligations for all ASX transactions executed by FinEX.

3.5 We shall consider you as a principal in relation to any Order you place with us even if you on your arrangement with any third-party act as agent on behalf of such third party, regardless of whether you have identified the arrangement and/or the third party is GO Markets. Unless we agree otherwise in writing, you will deal with us as a 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.

3.6 Notwithstanding any other provisions of this Agreement, in providing the Services, GO Markets is entitled to take any action considered necessary and reasonable to ensure compliance with the Market Rules, decisions by and agreements with Licensed Markets, other markets or public authorities and/or applicable law.

## 4. Advice and Information

4.1 Any advice that we provide to you for Share Trading Services 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 Agreement before making any decision about whether to acquire this product. We shall not give advice to you on the merits of any Order and shall deal with you on an execution only basis.

4.2 GO Markets provides execution-only services to you unless otherwise agreed. GO Markets accepts no obligation to provide individual advice, surveillance, information in respect of any Instrument or Service.

4.3 If GO Markets provides advice, information to you, GO Markets makes no representation, warranty or guarantee as to, and shall not be responsible for, the profitability, accuracy or completeness of such advice, information or recommendations.

4.4 GO Markets does not provide any advice to you on any tax related matters. GO Markets encourages you to obtain independent advice from your financial advisor, auditor and/or legal counsel with respect to tax implications of the respective Services.

4.5 You acknowledge, recognise and accept that

- (i) any information communicated by GO Markets does not constitute an offer to enter into a Contract or an offer to buy or sell or the solicitation of an offer to buy or sell any Instrument, and

(ii) such recommendation and information, although based upon information from sources believed by GO Markets to be reliable, may be based solely on a broker's opinion, and

(iii) any information communicated may be incomplete and may be unverified and/or unverifiable.

## 5. Acknowledgement

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 Orders, 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 Order 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.

## DEALINGS AND COMMUNICATIONS

### 6. Your account

6.1 After we have accepted your Application Form, we will open your Account. We may open different Accounts for you. When we open an Account for you, we will inform you of the type of Account opened. We reserve the right to refuse to open an Account for any reason. 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.

6.2 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.

6.3 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:

6.3.1 it is your responsibility to keep your Security Information (including your Account number and/or Username, as applicable) confidential.

6.3.2 you agree that you will not disclose your Account number and/or Username, as applicable, or any other Security Information to any other person.

6.3.3 we may agree separate Security Information with your Agent or any joint Account holders, and



6.3.4 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.

6.4 Except where otherwise provided in this clause 6.4, you are responsible for paying any Losses, fees or charges arising from Order entered into or Instructions given using your Account number and/or Username, as applicable, and Security Information.

6.5 If you open an Account jointly in the name of yourself and others, then:

6.5.1 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 Order. In certain circumstances we may require Instructions from all Joint Account Holders.

6.5.2 we may give any notice or communication to either you or another Joint Account Holder.

6.5.3 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, and

6.5.4 if you or any other Joint Account Holder dies, we may take Instructions from and pay any balance to the survivor(s).

6.6 Your Account will be denominated in a Base Currency. Your Base Currency can be found on the Trading Platform.

6.7 You are responsible for monitoring your Open Orders and any activity in your Account. We are not obliged to monitor or advise you on the effect of any Order, or Open Position. You may access your Account information by logging into the Trading Platform.

## 7. Appointment as Agent

7.1 You appoint us and each of our respective agents, directors, officers, Licensee and Service Providers (as applicable) severally (each referred to as 'Agent') as your Agent to do in your name everything necessary or expedient to:

- execute and deliver any documents necessary to ensure that the registration details of your Securities contain your true name, registration address and other necessary personal information as set out in the Application Form or otherwise provided by you;
- apply for accounts on your behalf with any Service Provider;

7.2 appoint one or more substitute Agents to exercise one or more powers given to the Agent, and to revoke such appointments.

7.3 You will inform us immediately if you withdraw the authority set out in this Clause 7.

## 8. Orders and Instructions

- 8.1 You may provide us with Instructions and Orders in the form and using the channel determined by us from time to time. If you submit an Order by means of other than the Trading Platform, and we are required to manually verify the basis of the relevant Order prior to processing, this may likely result in an extended processing time. Placement of Orders by telephone may (to the extent permitted by law) be subject to higher commissions than placement of Orders via the Trading Platform. Once you have opened an Account, you may instruct us to buy or sell Securities on your behalf. We will then arrange to execute your instructions. Amendments and cancellation of orders allowed via telephone.

8.2 Any Instructions:

8.2.1 Must be given to us through the Trading Platform;

8.2.2 are subject to the Rules and this Agreement;

8.3 You authorise us to act on any Instructions we genuinely believe are given by you in accordance with this Agreement;

8.4 We are entitled to assume that any Instructions given via the Trading Platform using your account details are from you. You are bound by any such Instructions.

8.5 As part of executing your Instructions, you will be charged brokerage by us at the rates we set, and any other applicable Fees and Charges in each case as specified on the Website. These Fees and Charges may change from time to time.

8.6 We do not guarantee that your Instructions will be executed:

8.6.1 in full or in part;

8.6.2 by a certain time; or

8.6.3 at a particular price.

8.7 Collectively, though not exhaustively, the information referred to in clause 8 or any portion thereof, constitutes the “Instructions”.

8.8 Subject to clause 8.2, Instructions may be given by you at any time via the Trading Platform. Instructions sent by you by email, text message or any instant messaging feature we offer to you as part of the Trading Platform or our trading service, will not be accepted by us and will not be effective for the purposes of the Agreement.

8.9 We may, in our sole discretion, accept Instructions by telephone. You may only give an Instruction by telephone with one of our authorised employees during our normal hours of trading. Our normal hours of trading are specified on our Website.

8.10 You authorise us to act on any Instructions received by us via the Trading Platform or via the telephone in accordance with clause 8.4 above using your Account Security Information. You indemnify us for any error made by you or an Authorised Person in providing us with Instructions or for any Instructions that are not received by us.

8.11 If you use our Trading Platform, you confirm and accept:

8.11.1 you may be able to enter into Contracts at the Price quoted on the Trading Platform;

8.11.2 all transactions must be completed using the Account Security Information allocated to you by us and valid entry of such login and password will constitute an authorisation by you to complete the Contract specified irrespective of whether the login and password are entered by an Authorised Person;

8.11.3 you must ensure that the Account Security Information is kept secure and confidential. You must also ensure that each Authorised Person to whom a login and password is provided, will keep them secure and confidential. You will advise us immediately if you have any reason to believe that the login and passwords allocated to you have not been kept secure and confidential.

8.11.4 you must ensure that no unauthorised person is able to use the Account Security Information. As part of this obligation, you must ensure that each Authorised Person quits the Internet browser after using the Trading Platform.

8.11.5 It is your responsibility to keep your Account Security Information confidential and to not disclose your Account Security Information to any other person. If you suspect that your Account Security Information is being used by an unauthorised person, you must notify our Client Management Team in writing immediately. You will be responsible for any and all losses, liabilities, actions, proceedings, claims, damages and/or costs resulting from or arising out of any act or omission by any person accessing your Account through your Account Security Information, whether or not you authorised such access.

8.11.6 We may at any time acting reasonably and without Notice to you suspend, withdraw or deny access to the Trading Platform for any reason including but not limited to security, quality of service, failure by you to pay an amount when due or breach by you of any provision of this Agreement. If and while access is suspended, we may, in our sole discretion (with or without notice): (a) permit you to close any Open Positions but will not be entitled to enter into new Contracts; and (b) close out your Open Positions at prices we consider fair and reasonable at that time, and to the extent permitted by law, you agree not to make any claim against us in this regard.

8.12 You must not:

8.12.1 misuse the Trading Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

8.12.2 attempt to gain unauthorised access to the Trading Platform or any server, computer or database connected to the Trading Platform;

8.12.3 attack the Trading Platform including via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you may also commit a criminal offence. We may report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing a client's identity to them. In the event of such a breach, your right to use the Trading Platform will cease immediately and without Notice. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, virus or other technologically harmful material that may infect your electronic devices and equipment.

8.13 We may, acting reasonably, accept or reject your Instruction at any time until the Instruction has been executed by us or we have acknowledged that your Instruction has been withdrawn.

8.14 We reserve the right to refuse to execute any new Instruction. Where we refuse to execute an Instruction, we are not obliged to give a reason for our refusal or notify you that we have not created a Contract with you. Such situations may include, but are not limited to the following:

8.14.1 Instructions are given outside of the specified Market Hours;

8.14.2 an Event Outside Our Control has occurred;

8.14.3 an Event of Default has occurred;

8.14.4 you do not provide sufficient cleared funds or do not maintain sufficient funds in your Account to cover the cost of instructions (or any ancillary fees) to buy Securities before the Instruction is executed;

8.14.5 we reasonably believe that your Instructions are unclear, ambiguous or incomplete;

8.14.6 we believe that your Instructions breach (or may breach) this Agreement, any law, statutory requirements, or other regulatory requirements, including any Rules or regulations of the relevant Exchange.

8.14.7 we may also cancel any Transaction or generally restrict your ability to trade Securities through your Account. We do not need to provide any reason for taking such action. We will notify you, as appropriate, of any such refusal or cancellation.

8.14.8 You accept and acknowledge that we shall have the right (in addition to any other rights GO Markets may have under these Agreements, or under Australian law in general) to refuse Orders to establish new or larger positions or to buy or sell Instruments. We will inform you as soon as practicable regarding such refused Orders and the reason for the refusal.

8.14.9 You accept and acknowledge that we shall have the right (in addition to any other rights we may have under this Agreement, or under Australian law in general) to reduce the size of your open positions (net or gross). We will inform you as soon as practicable regarding such reduction and the reason hereof. Situations where we may exercise the right to reduce the size of your open positions include, but are not limited to, situations where:

- (a) we have reason to believe that you may be in possession of Inside Information;
- (b) we consider that there are abnormal trading conditions.
- (c) the value of your CMA account falls below the requirement;

- (d) we consider that you may be in breach of any applicable Law or Market Rules;
- (e) either you or we are if so, requested by ASIC or any other regulatory agency or authority;
- (f) you have a negative cash balance in your CMA account; or
- (g) an Exceptional Market Condition occurs or is likely to occur.

## 9. Cash Management Account (“CMA”)

The initiation of an application for a Cash Management Account (“CMA”) is a service that is provided by us using technology and functionality that we are able to access from Macquarie Bank Limited ABN 46 008 583 542 (‘Macquarie’). This service allows you to electronically enquire about making an application for a <Product Name>. The <Product Name> will be provided to you by Macquarie if your application is finalised by them. We are not acting as an agent for or as a representative of Macquarie Bank Limited or any other member of the Macquarie Group of companies. Neither Macquarie Bank Limited pay nor we receive any remuneration.

9.1 You agree to maintain cleared funds in your CMA for such sum as shall from time to time be required to settle your obligations or such other sum as may otherwise be required by us.

9.2 It is important that you monitor your settlement requirements, as they vary and must be covered at all times. You are responsible for managing your CMA and having sufficient cleared funds readily available for settlement of your Orders. If you fail to meet the settlement or provide evidence as determined by us in its sole discretion of your ability to meet the settlement as required under this clause, then we may, without prejudice to any other rights or powers under this Agreement and in its absolute discretion (but is not obliged to) sell, without notice, all or some of your or positions.

9.3 you authorise us to withdraw or otherwise apply funds held on the CMA for the settlement to satisfy the settlement requirement partially or fully.

9.4 your liability for settlement is not limited to the amount, if any, deposited with in the CMA.

## 10. Settlement

You shall be obliged to promptly make any payment or deliver any Instrument under a Contract in accordance with

- the terms of that Contract and
- any instructions given by us for the purpose of enabling us to perform its obligations under any corresponding contract entered into between us and our counterparties.

Unless specified otherwise in this Agreement, all amounts to be paid by you to us (or Agents used by us) under this Agreement shall, at our option:

- Be deducted from any funds and other cash deposits in your CMA held for you; or
- Be paid by you in accordance with the provisions of the relevant Settlement /Order Confirmation and/or as instructed by us

10.1 If you do not:

10.1.1 comply with the obligations set out in this Agreement or the Rules relating to a Transaction; and

10.1.2 make full payment or good delivery for your Transactions by the settlement date you authorise us, our directors and employees or agents to:

10.1.3 sell on your behalf any Securities that are the subject of the Confirmation, outstanding in your Account or in our control or possession at your risk and expense, including brokerage, and other costs; and

10.1.4 apply the proceeds to reduce your liability to us.

10.2 Where we have incurred additional costs, we will either set off or debit funds from your CMA or demand payment from you in writing.

## 11. Payments, withdrawing from CMA and our rights of set-off

11.1 All payments to be made by you under the Agreement or as required by Law, including any amount by which your account is in debit, are due and payable to us immediately in full and must be made from your CMA held in your name and not from any third-party.

11.2 You acknowledge and agree that we do not accept any liability or responsibility for any loss, cost or expense incurred or suffered by you in connection with your not maintaining sufficient cleared funds in your CMA.

11.3 You confirm that the intention of using CMA is not for any improper or illegal activity.

11.4 Any sums that you owe to us must be paid from CMA in your name.:

11.5 We may request to withhold any payment to you from CMA if:

11.5.1 you have Unrealised Losses on your Account;

11.5.2 there is an outstanding payment amount due from you to us under the Agreement;

11.5.3 there is an unresolved dispute or a potential dispute between us and you in relation to the Agreement, including where you are in breach of these Terms; or

11.5.4 we are required to do so under Law.

## 12. Confirmations

12.1 You authorise us to:

12.1.1 give you a single Confirmation for a series of Transactions rather than individual Confirmations for each Transaction in the series; and

12.1.2 accumulate Transactions in a particular security across multiple Exchanges on a single Confirmation and specify the volume weighted average price for those Transactions.

12.2 You acknowledge and agree that this Agreement is evidence that you have provided the authorisation, and that this authorisation continues by you continuing to place Orders with us.

12.3 You authorise us to send electronic Confirmations (Statements) to your email address as notified to us from time to time.

12.4 You agree that if we issue you with a Confirmation, it constitutes evidence of the Transaction unless it includes an error. The Confirmation will be subject to the correction of errors and omissions.

### 13. Fees and charges

13.1 Listed below are some of the main items of fees and charges:

Service	Cost incl GST	Details
Brokerage Fee	\$7.70 per trade	below \$100,000
Brokerage Fee	0.05% Per trade	above \$100,000
Phone Orders	\$22.00 per Order	Contact telephone 03 8566 7680
Web trading platform	Nil	
Mobile trading platform	Nil	iOS and Android devices
Pro trading Platform incl live prices and market depth	\$49.50 per month	Customizable web based widgets trading platform.
Off Market Transfer fee	\$27.50 per security	
SRN Requests	\$22.00 per holding	
Bookings Correction	\$27.50 per security	
Cash – Dishonour fee	\$55.00 per failed trade	Insufficient funds to settle a Buy trade

Stock – Initial fail fee	\$275.00 per failed trade	Insufficient holdings to settle a Sell trade
Stock – subsequent fail fee	\$100 or 0.10% capped at \$5,000 per security per day (subject to change)	Insufficient holdings to settle a Sell trade.
Manual bookings	\$11.00 per trade	

13.2 We and our counterparties reserve the right to pass through to your CMA any additional charges, or changes to existing charges, that may incur as a result of changes in industry practices or through the course of normal business operations.

13.3 You agree that fee and charges, the basis upon which these are applied as published on our website from time to time are binding on you.

## OUR RIGHTS IN SPECIAL CIRCUMSTANCES

### 14. Manifest error

14.1 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.

14.2 If an Order 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:

14.2.1 void the Order as if it had never taken place;

14.2.2 close the Order or any Open Position resulting from it; or

14.2.3 amend the Order, or place a new Order, as the case may be, so that (in either case) its terms are the same as the Order which would have been placed and/or continued if there had been no Manifest Error.

14.3 We will exercise the rights in clause 14.2 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 an Order 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 14 considering all the information relating to the situation, including market conditions and your level of expertise.



14.4 In the absence of our fraud, wilful deceit or negligence, we will not be liable for any loss, costs, claims or demand for expenses resulting from a Manifest Error.

## 15. Event outside our control and market disruption events

15.1 We may, in our reasonable opinion, determine that a situation or an exceptional market condition exists which constitutes an Event Outside Our Control. An Event Outside Our Control includes:

15.1.1 any strike, lock-out or other industrial dispute, riot, sabotage, terrorism, war (whether declared or not), insurrection, civil commotion, national emergency (whether in fact or law), martial law, nuclear, chemical or biological contamination, act of God, epidemic, quarantine, malicious damage, accident, breakdown of equipment, fire, flood, cyclone, earthquake, landslide, explosion, water shortage, storm, interruption of power supply, failure of a utility service or breakdown of or interruption in any electronic, communication or information system;

15.1.2 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);

15.1.3 any act, event or occurrence that prevents us from maintaining orderly trading or hedging activities in one or more of the Underlying Instruments in respect of which we ordinarily accept Instructions under the Agreement;

15.1.4 the suspension or closure of any exchange or market, or the abandonment or failure of any event on which we base or to which we in any way relate, the Price, or the imposition of limits or special or unusual terms on the trading in any such exchange or market or on any such event;

15.1.5 an unusual movement in the level of, or unusual loss of liquidity in, any Underlying Instrument or our reasonable anticipation of the occurrence of the same;

15.1.6 any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;

15.1.7 failure of any relevant intermediate broker, exchange, clearing house or regulatory or self-regulatory organisation to perform its obligations for any reason; or

15.1.8 any other event preventing us from performing or otherwise hindering our performance of any or all of our obligations under the Agreement and which arise from or is attributable to an act, event, omission or accident beyond our reasonable control.

15.2 If we determine that an Event Outside Our Control has occurred, we may, at our absolute discretion, without Notice and at any time, take one or more of the following steps:

15.2.1 close any Open Positions and/or cancel or execute any Instructions;

15.2.2 refuse to accept or execute any Instructions;

15.2.3 take all such other actions as we consider to be reasonable in the circumstances to protect us, our affiliated companies or any of our other clients.

15.3 In the absence of our fraud, wilful default or negligence on our part, we will not be liable for any loss, cost, claims or demand for expenses resulting from an Event Outside Our Control.

## 16. Event of default and similar circumstances

16.1 The following shall constitute an Event of Default:

16.1.1 if you are an individual, your death or your incapacity;

16.1.2 the initiation of proceedings for your bankruptcy (if you are an individual) or for your winding-up or for the appointment of an administrator or receiver (if you are a company), or (in both cases) if you make an arrangement with your creditors or any other similar or analogous procedure is commenced in respect of you;

16.1.3 you fail to make any payment due to us under the Agreement;

16.1.4 any representation or warranty made by you in the Agreement is or becomes untrue;

16.1.5 taking advantage of what we consider to be abnormal trading conditions;

16.1.6 the violation of any Law;

16.1.7 you fail to perform any of your obligations under the Agreement; or

16.1.8 any other circumstance where we reasonably believe that it is necessary or desirable to take any of the actions to protect ourselves, our Associated Companies or any of our other clients including any act or omission which we deem to be:

(a) negligence

(b) mistake

(c) wilful misconduct including:

(i) money laundering

(ii) manipulating our Prices, execution process or other practices

16.2 If an Event of Default occurs in relation to your Account, we may, at our absolute discretion, with or without Notice and at any time, take one or more of the following steps:

16.2.1 cancel any Instructions;

16.2.2 void a Contract as if it had never taken place;

16.2.3 refuse to accept or execute any Instructions;

16.2.4 suspend your Account;

16.2.5 open one or more new Contracts on your Account

16.2.6 call on any guarantee in respect of your obligations;

16.2.7 terminate the Agreement, close your Account and refuse to accept or execute any further Instructions;  
or

16.2.8 take all such other actions as we consider to be reasonable in the circumstances to protect us, our affiliate companies or any of our other clients.

## 17. Ceasing to provide a Service

17.1 We reserve the right to cease offering a Service at any time at our discretion, including, without limitation, if it,

17.1.1 becomes difficult to operate the Service; or

17.1.2 is prohibited from being short sold by government rules or regulations.

17.2 We are not liable for any loss or damage arising from or in connection with the closure of Open Orders in circumstances where we exercise this right.

## 18. Netting and set off

18.1 The Agreement and all Orders 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 Orders under it in reliance upon the fact that these are part of a single agreement between us.

18.2 Without prejudice to our right to require immediate payment from you under the terms of this Agreement, but subject to the application of clauses 18.3 and 18.4 we will, at any time, have the right to:

18.2.1 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 affiliate companies; and

18.2.2 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 affiliate companies to you (regardless of how and when payable), including any Unrealised Profits and any credit balance held on any account you have with us or with any of our affiliate companies, even if any of those accounts have been closed;
- b) any amounts that are payable by you to us or any of our affiliate companies (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 affiliate companies, even if those accounts have been closed.

18.3 If any amount in clause 18.2.2(b) exceeds any amount in clause 18.2.2(a) above, you must pay such excess to us whether upon demand.

18.4 You are also entitled to require us to exercise the rights in clause 18.2 above in relation to all your accounts and/or Open Orders which have been closed.

18.5 If the rights under clauses 18.2, 18.3 or 18.4 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.

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

19.1 You will retain legal or beneficial ownership (as applicable) of any Security. Accordingly, it is your obligation to fulfil any voting or other requirements which attach to these Instruments (Corporate Actions).

19.2 If we become aware of any matter which may require you to take a Corporate Action, we may inform you of this, but are not obligated to. It is important that you ensure we have accurate personal details for you to allow us to do this.

19.3 By entering into this Agreement, you agree and acknowledge that decisions relating to the Corporate Actions you make are separate to the discretions which will be exercised by us under the Agreement.

## 20. Representations, warranties and indemnities

20.1 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 an Order or give us any other instruction:

20.1.1 all information that you supply to us (whether in the Application Form or otherwise) is true, accurate and not misleading in any material respect;

20.1.2 if you are an individual, you are over 18 years old;

20.1.3 except where we have agreed otherwise in writing, you act as principal and not any other person's agent or other representative;

20.1.4 you have obtained all necessary consents and have the authority to enter into this Agreement and/or to place any Orders and instructions;

20.1.5 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;

20.1.6 you will not conduct any transactions (including Orders) which contravene laws or regulations in any jurisdiction in relation to inside information, market manipulation or market abuse;

20.1.7 neither the entry into this Agreement, the placing of any Order and/or any Order or the giving of any other Instruction will violate any law, rule or regulation applicable to you;

20.1.8 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

20.1.9 you will use the Services offered by us pursuant to this Agreement honestly, fairly and in good faith.

20.2 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.

20.3 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 20.1, renders any Order voidable or capable of being closed by us at our then prevailing Price, at our discretion.

20.4 To the fullest extent permitted by law, you release, discharge and 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:

20.4.1 any default whether by your act or omission under this Agreement or any Order or transaction;

20.4.2 any breach by you of any applicable law including the Corporations Act and applicable market rules;

20.4.3 any representation or warranty made or given by you under this Agreement proving to be untrue or incorrect;

20.4.4 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 servant of yours;

20.4.5 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;

20.4.6 anything lawfully done by us in accordance with, pursuant or incidental to this Agreement;

20.4.7 any instruction, request or direction given by you;

20.4.8 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

20.4.9 us in good faith accepting and acting on instructions received by you or any authorised Agent.

20.5 You represent and warrant to us, and agree that each such representation and warranty is deemed repeated each time you give us an Instruction under the Agreement that:

20.6 you will not upload or transmit any virus, worms or other analogous malicious component to the Trading Platform, our Website or the software you use to access the Trading Platform or our Website;

20.7 you will not use the Price for any purpose other than for your own trading purposes, and you agree not to redistribute the Price to any other person;

20.8 you will not “deep link” our Website, resell or permit access to our Website to others or copy any materials appearing on our Website for resale or for any other purpose without our prior written consent;

20.9 you will not, either acting alone or with others, engage in conduct which results in Unacceptable Trading Circumstances. Such activity shall be subject to our right to seek reimbursement from you and/or the voiding of all trades (and associated profits);

20.10 you will not use any electronic device, software, algorithm, or any dealing or trading strategy that aims to manipulate or take unfair advantage of the Trading Platform, including the way in which we construct the Price; and

20.11 you will use the services offered by us pursuant to the Agreement honestly, fairly and in good faith.

20.12 If you enter into this Agreement in your capacity as trustee of a trust, you make the following representations and undertakings:

20.12.1 the relevant trust instrument is valid and complies with all applicable Laws which apply to you;

20.12.2 you are properly appointed as trustee of the trust;

20.12.3 you have a right of indemnity from the trust assets in respect of this Agreement and the transactions contemplated by it;

20.12.4 you will comply with your duties as trustee of the trust;

20.12.5 if you are replaced or joined as trustee, you will make sure the new trustee becomes bound to our satisfaction by this Agreement and any other agreement relating to a transaction contemplated by this Agreement to which you are expressed to be a party, or by a document which is identical in effect;

20.12.6 you will not resettle, set aside or distribute any of the assets of the trust without our written consent unless compelled to do so by the trust instrument;

20.12.7 you will not amend or vary the trust instrument without our written consent; and

20.12.8 if you are not the sole trustee of the trust, it is a requirement that each and every trustee agrees in writing to be bound by the terms of this Agreement and by any transactions entered into in connection with this Agreement.

20.13 You represent and warrant to us that any Contracts entered into with us are wholly or predominately for business and investment purposes and not for personal, domestic or household use or consumption.

## 21. Market abuse

21.1 When you enter into a Contract with us, we may hedge our liability to you by opening analogous positions with third party institutions we select at our discretion. Accordingly, your Contracts may have an impact on the external market for that Underlying Instrument which may create the possibility of market abuse.

21.2 You represent and warrant to us and agree that each such representation and warranty is deemed repeated each time you give us an Instruction under the Agreement and that you will not give, and have not given, an Instruction to us:

21.2.1 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;

21.2.2 in connection with:

- (a) a placing, issue, distribution or other analogous event;
- (b) an offer, takeover, merger or other similar event;
- (c) any corporate finance activity; or

21.2.3 that contravenes any legislation against insider dealing, market manipulation or any other form of market abuse or market misconduct.

21.3 In the event that you are in breach of any of the representations and warranties given in clause 13 above, or we have reasonable grounds for suspecting that you are, we may, at our absolute discretion and without being under any obligation to inform you of our reason for doing so:

21.3.1 crystallise, unwind, reverse, repair or close any Open Positions by closing an open Contract; and/or

21.3.2 nominate the date on which the open Contracts are valued; and/or

21.3.3 nominate the methodology used to calculate the open Contracts' value; and/or

21.3.4 cancel any Orders; and/or

21.3.5 void an Instruction as if it had never taken place; and/or

21.3.6 refuse to accept or execute any Instructions; and/or

21.3.7 suspend your Account; and/or

21.3.8 open one or more new Contracts on your Account; and/or

21.3.9 call on any guarantee in respect of your obligations; and/or

21.3.10 retain any amount owed by us to you against any contingent liability of yours to us or so long as the contingency subsists; and/or

21.3.11 exercise our rights of set-off under these Terms; and/or

21.3.12 terminate the Agreement, close your Account and refuse to accept or execute any further Instructions; and/or

21.3.13 take all such other actions as we consider to be reasonable in the circumstances to protect us, our Associated Companies or any of our other clients; and/or

21.3.14 treat all your Instructions as void if they are Instructions under which you have secured a profit, unless you provide us with conclusive evidence to our satisfaction within thirty (30) days that you are not in breach of any of the representations and warranties at clause 20.

## 22. Your Right to Cancel

22.1 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.

22.2 The period for cancellation begins on the date the Agreement starts to apply to you.

22.3 You may only give us notice of cancellation in writing. The notice will be considered received by us in accordance with clause 31.

22.4 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 Order placed by you has been executed before we receive notice of cancellation.

22.5 Following a valid cancellation and subject to clause 22.2, we will return any amounts you have deposited with us prior to receipt of your cancellation notice.

22.6 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 31, 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.

## 23. Complaints and disputes

23.1 Complaints and Disputes can be lodged with our 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.

23.2 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](mailto:support@gomarkets.com).

23.3 The complainant will be sent an acknowledgement by the next working day unless there are exceptional circumstances, that the Complaint has been received.

23.4 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.

23.5 **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.

23.6 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.

23.7 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.

23.8 **External Dispute Resolution:** If you remain dissatisfied with our investigation or handling of your complaint or dispute, we will refer the matter to the Licensee - Sanlam Private Wealth (**AFCA member 14570**) 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.

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

## MISCELLANEOUS AND LEGAL ISSUES

### 24. Privacy and data protection

24.1 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.

24.2 You agree to our disclosing any such information referred to in this clause 24:

24.2.1 in accordance with this clause 24;

24.2.2 where we are required to by law or regulatory obligation;

24.2.3 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

24.2.4 where reasonably necessary, to any third party which provides a service or licence to us in connection with the 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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.

24.7 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.

24.8 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 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.

24.9 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

24.10 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.

## 25. Intellectual property

25.1 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.

25.2 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).

25.3 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).

25.4 You may access and use the GO Markets Materials only as expressly permitted for the operation of your Account in accordance with this Agreement.

25.5 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.

25.6 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.

25.7 You must not delete, obscure or tamper with copyright or other proprietary notices displayed on any of the GO Markets Materials.

25.8 If we have provided any materials to you in connection with our Website you must return those to us on closure of your Account.

25.9 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.

25.10 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.

25.11 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.

## 26. Website and system use

26.1 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:

26.1.1 we do not warrant that they will always be accessible or usable;

26.1.2 we do not warrant that access will be uninterrupted or error free.

26.2 We may suspend use of our Website to carry out maintenance, repairs, upgrades or any development related.

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.

26.3 We warrant that we have the right to permit you to use our Website in accordance with this Agreement.

26.4 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.

26.5 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.

26.6 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:

26.6.1 neither we nor any other GO Markets Party 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;

26.6.2 you will use such Information solely for the purposes set out in the Agreement;

26.6.3 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;

26.6.4 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

26.6.5 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.

26.7 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.

26.8 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, 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.

## 27. Limitation of liability

27.1 Nothing in this Agreement shall exclude or limit our liability for death or personal injury 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.

27.2 Subject to clause 27.1, we shall not be liable for:

27.2.1 Event Outside Our Control;

27.2.2 any action we may take under:

- (i) clause 14 (“Manifest Error”);
- (ii) clause 15 (Event Outside Our Control or Market Disruption Events”); and/or
- (iii) clause 16 (“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;

27.2.3 any failure of communication (for any reason) within clause 26 (“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 27;

27.2.4 the use, operation, performance and/or any failure of any third-party trading systems, software or services not provided by us;

27.2.5 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 wilful default.

27.3 Other than as described in clause 27.4 and subject to the limits on our liability in this clause 27, 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.

27.4 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.

27.5 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.

27.6 The limitations of liability in clause 27 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.

27.7 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.

27.8 You will indemnify and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to your or an Authorised Person's negligence, mistake or wilful misconduct, the violation of any Law by you, or the breach by you of any provision of this Agreement if an Event of Default occurs.

27.9 We, our Directors, our Licensee, Service Providers, officers or agents, are not liable for any actions, claims, demands, proceedings, liabilities, losses, damages, costs and expenses except to the extent resulting from or caused by our negligence, fraud or dishonesty due to:

27.9.1 us acting upon your instructions;

27.9.2 refusal to act on your instructions;

27.9.3 your default;

27.9.4 any legal action;

27.9.5 compliance with a direction, request or requirement;

27.9.6 error, omission, non-receipt, or invalidity in your Instructions;

27.9.7 problems involving the relevant Exchange, market participant, and or/failure of an Exchange, including any error, omission, interruption, deletion, defect, delay in operation or transmission, or any other factor;

27.9.8 any events or circumstances that we cannot reasonably control;

27.9.9 any Force Majeure;

27.9.10 any delay, interruption, omission, failure, error or fault by us in passing on and executing your Instructions;

27.9.11 market movements and other risks associated with the trading of Securities;

27.9.12 suspected or actual manipulative trading, including insider trading, false or misleading trading, market rigging and market manipulation; or

27.9.13 faults, errors, defects, failures on the Website, , other computer systems, or loss of access to your Account.

27.10 You also agree to promptly pay us for all damages, costs and expenses including reasonable legal fees and expenses, incurred by us in the enforcement of the provisions of this Agreement. Your obligations under this clause shall survive the termination of this Agreement.

27.11 We will use reasonable endeavours to execute Contracts or make payments to you or to any third party specified by you, in accordance with the timing specified in your Instructions. However, we will not be liable for any direct, indirect, special, incidental, punitive or consequential damages (including any loss of profits) incurred as a result of a delay in funds reaching your nominated account.

27.12 Nothing in this Agreement is intended to limit or exclude any liability we may owe you under any statutory rights you may have.

27.13 You acknowledge that you will be liable for any losses which may be realised as the result of entering into a Contract, regardless of the trading resources available in relation to your Account at the time the Contract is executed.

27.14 Subject to the provisions of the Corporations Act 2001 (Cth), Australian Securities and Investments Commission Act 2001 (Cth), Competition and Consumer Protection Act 2001 (Cth) and any other rights implied by law which cannot be excluded by agreement we and our Licensee, Service Providers our officers, employees and agents exclude liability for any losses arising directly or indirectly out of:

27.14.1 a disruption to or failure of the service or error in processing a Transaction you have Instructed us to process in accordance with this Agreement. We will however correct any incorrect entry because of any disruption, failure or error and will adjust any Fees and Charges as appropriate. You agree to reimburse us any amount that has been erroneously paid to you as a result of such disruption, failure or error;

27.14.2 any delay in providing any information or the Service to you;

27.14.3 effecting an Instruction received from you which is unclear;

27.14.4 our decision to stop offering the Service;

27.14.5 a change in any law or a rule of an Exchange, an order or directive received from a foreign Exchange, suspension of trading, unlawful access to Service by an unauthorised person, or

27.14.6 any Force Majeure.

27.15 Your liability to indemnify us will be reduced proportionately to the extent a negligent or fraudulent act of ours contributed to the loss.

27.16 You will be liable for losses caused by unauthorised Transactions where we can prove that you contributed to losses on the balance of probability:

27.16.1 through fraud or breach of the security requirements, or

27.16.2 from unauthorised Transactions because you unreasonably delayed notifying us after realising that the security of your Account had been breached.



27.17 If you are liable for losses under clause 27 you will be liable for the actual losses that occur between the time you realised, or should reasonably have become aware, that your Account's security had been breached and when you actually let us know

27.18 Each indemnity in this Agreement is a continuing obligation, which is separate and independent from your other obligations, and survives termination of this Agreement.

27.19 We do not need to incur expenses or make Transactions on your behalf before enforcing our right of indemnity under these terms and conditions.

27.20 You indemnify us, our Licensee, Service Providers, our officers, employees, agents and our related bodies corporate for any losses arising directly or indirectly out of:

27.20.1 your use of the Service;

27.20.2 our acting on your Instructions;

27.20.3 your failure to comply with this Agreement;

27.20.4 your failure to comply with any legislation or Rule, whether foreign or domestic; and

27.20.5 any of your acts or omissions or that of a person acting on your behalf.

27.20.6 You agree to indemnify us, our Licensee, Service Providers and each of our respective members and associates, and the directors, officers, agents of either of us indemnified parties) against:

27.20.7 any losses, liabilities or expenses incurred by you arising out of, or in connection with, any of the indemnified parties acting under, or in connection with, this Agreement except to the extent that any loss, liability, or expense is caused by the negligence, fraud or dishonesty of any indemnified party;

27.20.8 any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with, a breach by you of any of your obligations under this Agreement;

27.20.9 any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with, any incorrect or misleading representation or warranty given by you under this Agreement; and

27.20.10 you agree that the risk and liability for unauthorised instructions or fraud lies with you alone, and that you will indemnify us from all loss, costs and expenses arising from such unauthorised instructions or fraud, except to the extent resulting from or caused by our negligence, fraud or dishonesty. We hold the benefit of this indemnity on trust for each indemnified party.

## 28. Taxation

28.1 You are responsible for the payment of all taxes that may arise in relation to your Orders. 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.

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 Orders.

## 29. Amendments and termination

29.1 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:

29.1.1 making them clearer or more favourable to you;

29.1.2 reflecting legitimate changes in the cost of providing the service to you;

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

29.1.4 reflecting changes in market conditions; or

29.1.5 reflecting changes in the way we do business.

29.2 Without prejudice to clause 29.3, 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).

29.3 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 31 ("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 Orders and/or Orders to close your Open Orders.

29.4 Subject to clause 29.2 the amendments or new terms made pursuant to this clause 29 will apply (including to all Open Orders and unexecuted Orders) from the effective date (which we will state) of the change specified in the notice.

29.5 In addition to any other rights specified in this Agreement, we may cease to offer a Service 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 Service, you shall agree to close any Open Orders relating to such Service during the 7-day notice period unless otherwise instructed by us. After the 7-day notice period, your Open Orders in relation to such Service will be automatically closed out.

29.6 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 Orders are closed, all Orders cancelled and all of your obligations discharged.

29.7 Where either you or we provide notice to close your Account and/or end this Agreement under this clause 29, we reserve the right to refuse to allow you to enter into any further Orders or Orders which may lead to you holding further Open Orders.

29.8 In the event that there have been no Orders 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. In the event that we are made aware of or have any reason to believe any of the following:

29.8.1 that you have provided false or misleading information to us; or

29.8.2 that you have participated or are participating or have assisted or are assisting in money laundering or terrorism financing; or

29.8.3 that you are being officially investigated by Law enforcement and/or regulatory agencies;

29.8.4 an Event of Default has occurred,

29.8.5 an Event Outside of Our Control has occurred. then we, at our sole discretion, may terminate this Agreement immediately by Notice to you, and we, at our sole discretion shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations arising out of any Contract already entered into with us.

## 30. General provisions relating to the Agreement

30.1 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.

30.2 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.

30.3 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.

30.4 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 affiliate companies and may, accordingly, be enforced by any of our affiliate companies. We do not require the consent of our affiliate companies to vary, amend, modify, suspend, cancel or terminate any provision of the Agreement.

30.5 In the event of any conflict between any provision of the FSG and this Agreement, the provisions of this Agreement shall prevail.

## 31. Notices

31.1 When a notice may be given in writing, it may be provided by letter, fax, email or (to the extent permitted by ASIC Rules), our Website including the Trading Platform.

31.2 We may send notices to you at your last known home or email address, place of work, fax, telephone, pager number or other contact details.

31.3 You must send notices by letter to Customer Support at Our Address.

31.4 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:

31.4.1 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;

31.4.2 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;

31.4.3 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);

31.4.4 sent by fax before 4pm on a Business Day: one hour after a “transmission complete” report is received. If sent by fax at any other time: at 9am on the next Business Day (provided a “transmission complete report” is received); and/or

31.4.5 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).

31.5 Additionally:

31.5.1 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.

31.5.2 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.

## 32. Governing law, jurisdiction and language

32.1 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.

32.2 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.

32.3 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.

## 33. Notices and policies

### Risk warning notice

#### 33.1 Introduction

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 Services. We provide this warning to help you to take investment decisions on an informed basis. However, please note that each Order will carry its own unique risks which cannot be explained in a general note of this nature. For many members of the public trading in our Services is not suitable. It is very important that you should not engage in in our Services unless you know, understand and are able to manage the features and risks associated with such trading and are also satisfied that using our Services is suitable for you in light of your circumstances and financial resources. In considering whether to engage in our Services, you should be aware of the following risks.

## 34. Conflicts of interest policy

### 34.1 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. This Conflicts of Interest Policy (the “Policy”) sets out procedures, practices and controls in place to achieve this. This Policy applies to all officers, directors (whether Executive or Non-Executive), employees and any persons directly or indirectly linked to us (together “Personnel”) and refer 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.

### 34.2 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.

### 34.3 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 which 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.

### 34.4 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.

### 34.5 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.

### 34.6 Production of investment research/research recommendation.

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

### 34.7 "Need to Know" policy

Where Personnel are in possession of confidential or inside information such as information relating to a client's Order, 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 Orders 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.

### **34.8 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.

### **34.9 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 \$50 (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 Gifts and Hospitality Register which is subject to regulatory inspection.

### **34.10 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 Order, 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.

### **34.11 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 Compliance Manual. 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.

#### **34.12 Whistleblowing Policy**

We are committed to ensuring that malpractice is prevented and, should it arise, to deal with it immediately. Employees are informed as to whom they can and should report public interest issues in the Company's Whistleblowing Policy. Employees should follow the steps laid out in this procedure, ensuring they are able to raise genuine concerns about malpractice without fear of harassment or victimisation.

#### **34.13 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.

#### **34.14 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.

### **35. Trading tools**

35.1. 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 meanings as in the Terms and Conditions.

35.2. 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.

35.3 We will not give advice to you on the merits of any Order 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 Orders, 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 Order 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 Order 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.

35.4. 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.

35.5. 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 in spite of 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.

35.6. We do not undertake to continue to offer the 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, for any reason or for no reason at any time with or without notice, in our sole discretion.

35.7. 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 with (in whole or in part) another person or entity or used to place any Orders outside of our platform.

35.8. 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.

35.9. 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.

35.10. 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 absolute discretion. You should not therefore use or rely on the Trading Tools as a method of monitoring prices, Orders/markets or making trading decisions, and no liability will be accepted by us in this respect.

35.11. 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.

35.12. 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 in our sole discretion.

35.13. 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; or
- (c) your reliance on or use of the information in any Trading Tool for any purpose.

35.14. 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.

## 36. SMSF Trustees

This Clause applies only to clients who have entered into this Agreement in their capacity as trustee of a self-managed super fund (“SMSF”).

Under this Agreement, we take security over the Client’s assets to secure the Client’s obligations and liabilities to us and has the right to sell, transfer or otherwise dispose of the Client’s secured assets in certain circumstances.

However, under regulation 13.14 of the Superannuation Industry (Supervision) Regulations 1994 (“Regulations”), SMSF trustees cannot agree to these and related provisions in the Agreement, as an SMSF trustee is prohibited from giving a charge over, or in relation to, an asset of the SMSF

## 37. 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.

“Affiliate” receives a financial benefit for referring clients to us.

“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.

“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 29.2.

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

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

“Base Currency” is the currency in which your Account is denominated.

“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.

“CAR” means Corporate Authorised Representative.

“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.

“Cleared Funds” means the amount of funds that have been deposited or credited to your CMA, for the purposes maintaining/settling Orders, 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 Notice” means the notice given by one party to the other to close any positions, in accordance with these Terms & Conditions.

“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).

“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.

“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 Orders;

(d) the occurrence of an excessive movement in the level of any Order 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;

(f) 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

(g) 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.

“Exchange” means ASX and Chi-X

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

“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.

“GO Markets Materials” has the meaning as set out in clause 25.1.

“GO Markets Parties” means, collectively us, our affiliate companies, 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.

“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.

“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.

“Introducing Broker” receives a financial benefit for referring clients to us.

“Instrument” means a symbol on the Trading Platform.

“Licensee” means Sanlam Private Wealth Pty Ltd., AFSL No.337927.

“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.

“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 14.1.

“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) Orders 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 Order.

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

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

“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.

“Open Position” means the position in a Market created by an Order 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 an Order 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 Order or Order.

“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.

“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 an Order or an Open Position, the number of units Ordered in the relevant Market to which that Order or Open Position relates, synonymous to “Order 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 ASX and Chi-X

“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 Services.

“Service” means each type of financial services we provide under this Agreement, subject to additional terms set out.

“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 an Order or Orders to sell units in a Market at Our Bid Price

“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.

“Order” 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 Friday. The Market is closed in some public holidays which is stated in the ASX website.

“Trading Platform” means GO Markets’ 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.

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

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

“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.