

TERMS & CONDITIONS



DIRECT FX TRADING Pty Ltd

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NOTICE

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

TERMS

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

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

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

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

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

MODIFICATION OR TERMS

These Terms & Conditions can be modified at the discretion of DFXT and without prior notice. Your use of this website is governed by the version of the Terms & Conditions in effect on the date the site was accessed by you. You should review the most current version of these Terms & Conditions by logging on to DFXT website on a regular basis. We will not notify you individually, however we will publish on our website that the Terms & Conditions have been modified. This website publication serves as notice of the modification, and you are presumed to have consented to the new terms by continuing to use, view or conduct business via the website.

OTHER AGREEMENTS

These Terms and Conditions are to be read and interpreted along with all other agreements between you, the Client and DFXT, including but not limited to any customer or account agreements, or any other agreements that govern your use of contents, information, products and services available on and through the DFXT website. **These Terms & Conditions and the other agreements, primarily the Product Disclosure Statement (“PDS”) and customer account application, form one agreement and should be read as such. . However, in the event of inconsistency, the terms in the legal documents described below will rank according to the following priority, to the extent of any inconsistency:**

- PDS
- Terms & Conditions
- Account Opening Form

WEBSITE USE

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

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

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

OUTSIDE ADVISE AND RISK

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

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

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

RELIANCE ON AND USE OF INFORMATION ON THE DFXT WEBSITE

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

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

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

YOUR RIGHTS AND OBLIGATIONS

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

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

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

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

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

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

CLIENT INSTRUCTIONS

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

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

COMMUNICATIONS AND INFORMATION

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

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

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

DISCLAIMER OF LIABILITY

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

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

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

ANTI-TERROISM/MONEY LAUNDERING

You acknowledge that:

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

You agree that:

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

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

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

PRIVACY

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

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

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

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

ILLIGALITY

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

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

TERMS OF BUSINESS

DFXT SERVICES & RISK

In order to open an account, you are required to complete, sign, and return an Application. The Application is provided to you separately by DFXT. Your Application to open an account must be approved by DFXT. DFXT reserves the right to refuse to open an account for any person.

Direct FX Trading only accepts Margin FX Contract, Futures and Options Contracts, Binary Options and CFD order instructions via the electronic trading platform(s). You are required to access the electronic trading platform(s) on a daily basis to confirm that any order instructions you submitted have in fact been received by us, to re-confirm all orders that you placed with us, to review order confirmations we provided to ensure their accuracy and monitor your Margin obligations. Any order discrepancies identified must be reported to us immediately.

DFXT will provide all clients, via the electronic trading platform(s), with access to both daily and historical account statements allowing you to check your open positions, Margin requirements and cash balances, and trading confirmations. Should you have any queries relating to your statements we encourage you to contact us.

OTC and exchange traded contracts can be highly leveraged and speculative with a high degree of risk. Potential investors and traders should be experienced in foreign exchange contracts Futures and Options Contracts, Binary Options and CFD products or understand and accept the risks of investing in Exchange traded and OTC contracts.

We recommend that you consult your financial adviser or obtain other independent advice before trading in the products offered by DFXT. DFXT does not and will not give you personal financial advice.

If the Client does not fully understand the risks associated with DFXT's services, then they should not use DFXT's services

CLIENT REPRESENTATION & WARRENTS

The Client represents and warrants to DFXT that each such representation and warranty is deemed repeated each time you open or close a contract by reference to the circumstances prevailing at such time, that:

- Delivery and execution by the Client of this Agreement, and performance of all of the Client's obligations considered under this Agreement, does not violate any Law applicable to the Client.
- All information provided by the Client to DFXT is true, correct and complete, and the Client will notify DFXT promptly of any changes to such information.
- That information nor the Client's conduct or the conduct of anyone acting on its behalf in relation to the transactions contemplated by this Agreement, was or is misleading, by omission or otherwise.
- The Client shall make ongoing disclosure to DFXT of any matters that may affect the operation of this Agreement or of the ability of the Client to pay Margin Calls or to remain solvent.

DISCLAIMER OF LIABILITY

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

The Client shall indemnify and hold DFXT 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 the Client or an Authorised User's negligence, mistake or willful misconduct, the violation of any Law by the Client, or the breach by the Client of any provision of this Agreement.

The Client also agrees to promptly pay DFXT for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by DFXT in the enforcement of any of the provisions of this Agreement. The Client's obligations under this Clause shall survive the termination of this Agreement.

LIQUIDATION

The Client is required to maintain sufficient level of Margin Deposit. DFXT reserves its full rights to close out all Open Positions, if at any time the Margin Deposit held by DFXT is approaching or is no longer sufficient to cover the negative mark to market value of any or all Open Positions that the Client has open with DFXT.

DFXT shall have the right, at its sole discretion, to determine the mark to market value from time to time.

In addition to other remedies available to DFXT, if the Client fails to pay an amount when due under this Agreement, DFXT has the right to close out or terminate (by either buying or selling) any or all of the Client's Open Positions.

- In addition to other remedies available to DFXT, if the Client fails to pay any amount when due under this Agreement, DFXT offset, to the extent permitted by law, such amount against any amount payable by DFXT to the Client.
- DFXT is entitled to offset, to the extent permitted by law, against any amounts due to it by the Client, any amounts received by DFXT from or on behalf of the Client including but not limited to moneys received as Margin Deposits or Margin Calls. DFXT may determine the application of any amounts which are to be offset at its own discretion.
- A Client must not offset against any amounts the client owes to DFXT by any amounts DFXT owes to the Client.

THIRD PARTY SOFTWARE OR PLUGINS

The Client acknowledges and agrees, and will ensure that each Authorised User acknowledges and agrees, that:

- DFXT is authorised to deduct fees from the Client Account, upon receipt by DFXT of confirmation that the Client has elected to subscribe to a particular third party software or plugin.
- Client is wholly responsible for managing the risks (including the risk of financial loss) associated with using third party software or plugins.
- DFXT is entitled to refuse to allow or terminate, refuse access or impose limitations on certain third party software or plugins at any time, at its sole discretion.
- The Client is aware of the risks associated with third party software or plugins, all of which may result in substantial financial loss. Risks include: potentially misleading claims made by software vendors, loss of control of trading and trades, software not compatible with DFXT's Online Platform, potentially being subject to a Margin Call or a Forced Liquidation, and fraudulent or other illegal activity by software vendors.
- The Client will support DFXT by providing any requested documents, if DFXT elects to investigate a third party software or plugin vendor.
- The act by DFXT of deducting fees from a Client Account on behalf of a third party or referring to a third party asset manager, software vendor or plugin on DFXT's website or elsewhere, is not an endorsement of that third party or its software. DFXT takes no responsibility whatsoever for any losses incurred by the Client or its employees, agents or assigns, in connection with a third party or its software.
- DFXT reserves the right in its absolute discretion to cancel, unwind, reinstate, close out, repair, or take other action with respect to open or closed trades where the Client is utilizing or has otherwise engaged third party software or plugins, if in DFXT's view, there has been an actual, suspected or potential breach of this Agreement, or DFXT believes acting in such a way is necessary to protect its own interests, or the interests of clients.

RATES

Rate indications from DFXT are available via the Online Platform(s). The Rate indication is not binding, and the Client agrees to accept the prices offered by DFXT when the Contract is executed.

QUOTE ERRORS

DFXT will make efforts to prevent quoting errors from occurring. Should a quoting error occur due to a liquidity provider's error, platform error, typographical error, obvious mistake in a quote or indication or data error, A "Quoting Error", DFXT is not liable for any damages, claims, losses, liabilities or costs arising from the Quoting Error. DFXT reserves the right to make the needed adjustments to correct the Quoting Error. All disputes as a result of a Quoting Error(s) shall be resolved on the basis of the fair market value, as determined by DFXT acting reasonably, of the relevant currency or product at the time such Quoting Error occurred.

PROCESSING DELAYS

DFXT will use all reasonable efforts to process the Client's Contract order on a timely basis. Nevertheless, DFXT shall not, in the absence of willful misconduct, be liable for damages, delays, failures or errors in the completion of the Contract order.

ONLINE TRADING PLATFORM(S)

If the Client uses DFXT's online trading platform(s) the Client confirms and accepts the following:

- All transactions must be completed using the logins and passwords assigned to the Client by DFXT and valid entry of the login and password will constitute an authorization by the Client to complete the Contract specified irrespective of whether the password and login are entered by an Authorised User.
- The Client may be able to enter into Contracts at the rates quoted on the Online Platform.
- The Client must ensure that the logins and passwords are kept confidential and secure. The Client must also ensure that each Authorised User to whom a login and password is provided, will keep them secure and confidential. The Client will advise DFXT instantly if the Client believes or has any reason to believe that the login and passwords assigned to the Client have not been kept secure and confidential.
- The Client must safeguard and ensure that no unauthorised person is able to use the logins and passwords. As part of this obligation the Client must ensure that each Authorised User closes out the Internet browser after using the Online Platform.
- DFXT may at any time without Notice to the Client suspend, withdraw or deny access to the Online Platform(s) for any reason including but not limited to security, breach, quality of service, failure by the Client to pay an amount timely or breach by the Client of any obligation of this Agreement.

- The features made available on the Online Platform(s) (including but not limited to stop orders, take profit orders or limit orders, as described in the relevant PDS issued by DFXT):
 1. may not result in a Contract being created according to the Client's desired inputs;
 2. may become unavailable; and
 3. do not result in any guaranteed Contract being entered into with DFXT.

CIRCUMSTANCES BEYOND CONTROL OF DFXT

If DFXT is unable to perform its obligations under this Agreement or a Contract because of any possible factors beyond DFXT's control or because of a Force Majeure Event, DFXT will notify the Client as soon as is reasonably practicable and will use all reasonable endeavors to secure the return of any money paid by the Client in respect of which DFXT has been unable to discharge its obligations under this Agreement.

MANIFEST ERRORS

A "Manifest Error" means a manifest or obvious misquote by DFXT, or any Market, Exchange, Bank, information source or official on whom we reasonably rely, having regard to the current market conditions at the time of an order is placed. When determining whether or not a condition amounts to a Manifest Error, DFXT will take into account all information in its control including information concerning all relevant market conditions and any error in, or lack of clarity of any information source or announcement.

When making a determination as to whether or not a situation amounts to a Manifest Error, DFXT act fairly towards you however the fact that you may have entered into, or refrained from entering into, a contract or transaction in reliance on an order placed with us shall not be taken into account by us in determining whether there has been a Manifest Error. DFXT reserve the right, without prior notice, to:

- adjust the details of such a transaction to reflect what DFXT considers in its discretion, working in good faith, to be the correct and or fair terms of such transaction absent such Manifest Error(s):
- if Client does not promptly agree to any adjustment or amendment made under (a) herein we may void from its inception any transaction resulting from or derived from a Manifest Error, and or refrain from taking any action at all to adjust or amend the details or void of any such transaction.

DFXT shall not be liable to you for any loss, cost, claim, demand or expense you suffer (including loss of profits or any indirect or consequential losses) resulting from a Manifest Error or our decision to enforce the details of a transaction notwithstanding any Manifest Error. In the event that a Manifest Error is made by any Market, Exchange, Bank, information source, official on whom we reasonably rely, we will not be liable to you for any loss, cost, claim, demand, or expense.

DFXT Online Facility: Access to the DFXT Online Facility is provided "as is ". DFXT makes no warranties, express or implied representations, or guarantees as to the merchantability, fitness for any particular purpose or otherwise with respect to the DFXT Online Facility, its content, any documentation or any hardware or software provided. Technical difficulties could be encountered in connection with the DFXT Online Facility. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will DFXT or its Affiliates or any of their employees be liable for any possible loss (including loss of profit or

revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable, special or indirect damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, de-activating or attempting to access the DFXT Online Facility or otherwise.

INACCURATE PRICES

The internet, connectivity delays, and price feed errors will sometimes cause conditions where the prices displayed on DFXT's trading screen do not accurately reflect market rates. The concept of arbitrage, or taking advantage of these internet delays, cannot exist in a market where the Client is buying or selling directly from the market maker. DFXT does not permit the practice of arbitrage on our online facilities. The client acknowledges and agrees to this and DFXT can rely on the Client's acceptance of this. If DFXT determines that a Contract individually or together reasonably appears to rely on price latency arbitrage opportunities, DFXT may revoke those Contracts without further liability to the Client. To give effect to this, DFXT may make necessary or prudent amendments, corrections or adjustments on the account involved. Any dispute arising from such apparent arbitraging will be resolved by DFXT in its sole and absolute discretion.

TERMINATION OF AGREEMENT

This Agreement may be terminated immediately by the Client or DFXT by Notice to the other in writing. However, termination by either party shall not affect any Contract or other transaction previously entered into and shall not relieve either party of any outstanding obligations arising out of this Agreement, nor shall it relieve the Client of any obligations arising out of any Contract entered into prior to such termination.

In the event that DFXT becomes aware of or has reason to believe any of the following:

- that the Client has provided false or misleading information to DFXT; or
- that the Client has participated or is participating or has assisted or is assisting in money laundering or terrorist financing; or
- that the Client is being officially investigated by law enforcement and/or regulatory agencies:

Then DFXT, at its sole discretion, may terminate this Agreement immediately by Notice to the Client, and DFXT 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 DFXT.

DFXT strictly monitor all trading accounts. Any motive and or manipulation including but not limited to: willful misconduct, fraud, attack, commission-laundering, or unusual transaction, DFXT without notice reserves the right to determine such situation at its discretion as “Invalid Transactions caused by Willful Misconducts or Unusual Transactions” regardless of manual trading or EA trading, DFXT reserves the right to deduct any profit or loss generated from the trades in addition to the commission. Clients and agents of DFXT herein agree and acknowledge that upon the final determination made by DFXT after a detailed investigation of the account, Clients and agents are required to fully obey without any objection or determination by DFXT.

DFXT provides different account types, if scalping is undertaken in the account type where scalping is not allowed, such practices will be deemed as fraud as defined above.

Note: Scalping refers to a trading strategy that makes profits by opening and then closing the position "multiple times", "willfully", or "in enormous volume" within 180 seconds.

ADDITIONAL TERMS AND APPLICABLE LAW

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

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

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

DISPUTE RESOLUTION

Except to the extent that this clause is inconsistent with the requirements of any legislative or regulatory regime, the dispute resolution process set out in this clause shall apply. The parties must use all their reasonable endeavors to resolve any dispute arising in connection with this Agreement or any transactions there under.

Direct FX Trading has an internal dispute resolution process in place to resolve any complaints or concerns you may have, quickly and fairly. Any complaints or concerns should be directed to the Complaints Officer (by telephone, facsimile, or letter) at the address and telephone/fax numbers provided in the DFXT PDS.

DFXT will provide acknowledgement of receipt of written complaints within 5 business days, and seek to resolve and respond to complaints within 30 business days of receipt. We will investigate your complaint, and provide you with our decision, and the reasons on which it is based, in writing.

If you are dissatisfied with the outcome, you have the right to lodge a complaint with the Financial Ombudsman Service (“FOS”), an approved external dispute resolution scheme, of which Direct FX Trading is a member.

FOS can be contacted using the details below:

Postal address:

GPO Box 3
Melbourne VIC 3001
Australia

Telephone: +61 3 9613 7366

Fax: +61 3 9613 6399

Website: www.fos.org.au

DEFINITIONS

AGREEMENT means these Terms & Conditions together with all other documents which are referred to in this Terms & Conditions.

AUTHORISED USER means Client provided list of people authorised to access DFXT’s services and/or enter into Contracts on the Client’s behalf

CFD means Contract for Difference

CLIENT means the Client named in the Account Opening Form, together with its officers, directors, employees and agents.

CONTRACT means a transaction in which the Client agrees to purchase or sell a currency, CFD, Binary Option other derivative from or to DFXT or enter into any other transaction with DFXT.

DFXT means Direct FX Trading Pty Ltd (ABN 120 189 424)

DFXT WEBSITE means the Direct FX Trading website located at www.directfx.com or elsewhere

FORCE MAJURE EVENT means events or causes including, but not limited to, the following: an act of God, unavoidable accident of navigation, sabotage, civil commotion, national emergency, martial law, failure of a transmission or communication network, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or any damage of DFXT's machinery or systems, unless occurring as a result of an act, omission, default or negligence of the Client or DFXT.

INTERNET means the interconnected system of networks that connects computers, and electronic handheld devices globally, and includes any online trading platform provided by DFXT

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AFSL: 305539

JURISDICTION means the statutes, regulations and general law of the Commonwealth of Australia, and of New South Wales, Australia, and includes the *Corporations Act 2001* and *Corporations Regulations 2001* as varied from time to time.

OPEN POSITION is where a client has entered into a transaction with DFXT, and a further transaction has not been entered into in order to close the position.

PRODUCT DISCLOSURE STATEMENT or **PDS** is as defined in the *Corporations Act 2001 (Cth)* as varied from time to time.

QUOTE ERROR has the meaning stated on page eight (8) of this Agreement

REGISTERED OFFICE means the registered office of DFXT lodged with the Australian Securities and Investments Commission.

SCALPING refers to a trading strategy that makes profits by opening and then closing the position "multiple times", "willfully", or "in enormous volume" within 180 seconds.

Additional definition of terms found in DFXT's PDS