



GFA Capital Markets LTD

A.C.N. 144 676 808

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Terms & Conditions

Dated: 22 April 2019

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By accessing and using this website or software offered by GFA Capital Markets LTD. (“GFA”), you agree to be bound by the Terms and Conditions contained herein.

Access to website and software

This website, software and associated Intellectual Property items including text, graphic, images are property of GFA in its exclusive right. You may not use any materials published for any other purpose other than personal use.

GFA grants individual users the right to display and print items from their website and software in its original form, for personal use only. You may not use any of the said items other than personal use.

All of GFA Intellectual Property remains the sole ownership of GFA. No transfer of rights is to be recognised by any authorised use to end users by GFA.

You are prohibited from using any materials published on the GFA website, or displayed on GFA’ software for defamatory purposes.

This Agreement

This Terms and Condition document represent your acknowledgement and agreement in the use of GFA’ website and its software. You must read, agree, acknowledge and abide by all terms and conditions contained herein.

GFA may from time to time update this Terms and Condition instrument. It is your responsibility to read the latest Terms and Condition document to ascertain your obligation of use.

This Terms and Condition instrument is taken to be dated 22 April 2019.

If a client is in disagreement with this Terms and Condition, they must cease using the services offered by GFA and notify GFA immediately.

Acceptance of GFA service

Prior to accepting services offered by GFA, clients should read, acknowledge and agree to the Product Disclosure Statement, this Terms and Condition and Financial Services Guide. Should any client require copies of the document, they should contact GFA immediately.

It is a legislative requirement for GFA to disclose all information relating to its services and liability prior to the client beginning their trade. By the use of the software provided by GFA, the client is said to have read and accepted all terms and conditions disclosed to him.

GFA cannot be held liable for any damage or loss as a result of your inability to access this website or software provided by GFA.

GFA further discloses that this product may not be right for you. You should consider obtaining independent financial advice prior to accepting GFA' service. GFA does not make any representation or warranty that this product is right for you.

GFA reserves the right to determine your application prior to providing any service to you. In GFA' determination, reasons for denial of service include but not limited to:

1. The applicant is a minor; or
2. The applicant is from a jurisdiction which is not able to enjoy this service; or
3. The applicant has previously been banned from service by GFA; or
4. The applicant is a company which is not eligible for GFA' service.

Privacy Information

It is your responsibility to provide GFA with your up-to-date personal information. If trading is delayed, suspended, or halted, GFA cannot be held liable for your loss as a result of incorrect information provided by you.

You are responsible to keep your username and password in a safe place and prevent any theft thereof. GFA cannot be held liable for any loss incurred shall your username and password is misused, or another party gaining access to your account without the knowledge of GFA. You acknowledge risks exist on electronic transmissions, in particular, privacy information over the internet. It is your responsibility to ensure your account information is not released to unauthorised personnel.

GFA is a fully regulated company and guarantees that any documents sent will not be passed on to any third party and will only be handled by professionals in keeping with the privacy agreement set out in the customer agreement you have consented to at the time of registering.

GFA is a secure site adopting a 128-bit encryption key for all client details and transactions. All client transactions and details are handled with the utmost confidentiality.

GFA discloses that no personal information will be disclosed to anyone without the express consent of the client.

Applicable Law

GFA warrant that the law governing financial services vary around the world. It is your obligation to ensure you comply with the law and regulation of your country prior to using this product.

GFA does not provide indemnity or warranty to any client on the use and access of this website and associated software products offered by GFA.

Severability

Should any part of this Terms and Condition be held unenforceable, the remaining provisions of this Terms and Condition shall continue to be binding and enforceable.

General Information Only

Any information contained or offered by GFA including news, bulletin, articles or reports should be considered as general information only. GFA does not provide any warranty on the accuracy of the information published.

In so far as third party information, GFA expressly disclose they are not in direct control over the information published. Any reader shall have no claim against GFA on the information's accuracy or opinion being expressed.

GFA is not in a position to offer professional financial advice. Any information contained on GFA website, or associated software is considered general information only. It shall not be interpreted as professional advice or opinion.

Taxation

GFA is a financial service provider and not a tax agent nor representative for the commonwealth. By using GFA service, the client acknowledges all taxation matters are the client's responsibility, and shall make no claim against GFA.

Furthermore, by using GFA' service, the client is deemed to have taken all necessary steps to comply with their taxation obligation in their respective country. The client is deemed to indemnify GFA against any taxation claims from the client's residential country.

GFA utilisation of trading platform

By using GFA' software and service, the client acknowledges:

1. GFA acts as a third party in trading CFD derivative products through the software program;
2. Express consent is to be given to GFA to make the trade on the client's behalf, as though the client has made the order themselves;
3. GFA has no direct control over the market, or the software which trades over the market;
4. Trade will be processed by the software program, which is governed by a third party. GFA is not liable for any loss or delay in the trade orders;
5. The client has raised all concerns, questions and enquiries pertaining to GFA' service and their associated software programs prior to trading;
6. The client is completely aware of the risk of trading through the software program, this includes the risk of market loss, or loss due to delay in trade due to latency of communication;
7. The client will indemnify GFA against any claims of loss as a result of trading through the software offered by GFA.

Reserved Rights

GFA reserves their right to modify or cancel any client's account without notice.

GFA reserves the right to modify, amend or update any part of this Terms and Conditions without notice. The effect of such modification, amendment or update will continue to bind the client as if they read the latest version of the Terms and Conditions. The client is responsible to obtain the latest Terms and Conditions at all times and understand their liability and indemnity against GFA.

GFA Contact Details

For more information, you can contact GFA with details below:

46/201 Market Street, Sydney NSW 2000

Phone: +61 2 8599 8111

Email: gfa.customer@gfacm.com.au

GFA makes no guarantee on the time frame which a GFA representative will reply to your enquiry.

External Links

GFA may from time to time provide web-links to other providers or websites. GFA cannot guarantee the accuracy on information contained in third party websites or their associated software. No liability on GFA shall arise as a result of the client's reliance on third party information.