

GAIN Capital Australia Pty Ltd (ACN141 774 727), which holds the Australian Financial Services Licence number 345646, ("us" or "we") will make available a trading account (the "Demo Account") for the purpose of demonstrating the features of our trading services and the derivative financial instruments and contracts that we offer (our "Markets").

Use of the Demo Account is subject to the following terms and conditions (the "Demo Account Terms"). By accessing the Demo Account, you agree to be bound by the Demo Account Terms.

### Warning

**Open Positions in a "live" account may be closed immediately and without notice if your margin level falls below the Margin Close Out level for your account. Demo Accounts are not subject to this Margin Close Out policy: your Open Positions will not be closed and you will not receive a margin call or any other notice. Success or failure of your trading in the Demo Account bears no relation to the probability of success in trading in the accounts we offer.**

## 1 Operation of the Demo Account

- 1.1 We will open a Demo Account for you and allocate a credit to the Cash balance of your account. You may use the credit to place trades and to fund open positions in certain Markets that we make available in the Demo Account. This credit is not money and has no value. It may not be withdrawn or transferred to other accounts you hold with us or to third parties.
- 1.2 The Demo Account is provided solely for demonstration purposes and any trades you place in the Demo Account do not create any rights between us and you. In particular, you will not have any rights to realised profits, daily financing fees paid on short positions or any other credits to the Demo Account.
- 1.3 We will provide proprietary real-time market data to the Demo Account and all quotes, execution prices, and the valuations of open positions will be based on this market data. This information is provided under license from third parties and we make no warranty as to accuracy and completeness of such information. You must comply with any additional restrictions on your access to and use of such market data, or any other terms as we may notify you from time to time.
- 1.4 We may also make available from time-to-time news, charting tools and research to the Demo Account. This information is provided under license from third parties and we make no warranty as to accuracy and completeness of such information.
- 1.5 We do not warrant that any information or functionality provided through the Demo Account will be error free or accessible at all times. The Demo Account or any portions thereof may become inaccessible or inoperable at any time or from time to time.
- 1.6 The information, content and functionality provided in the Demo Account may be changed at any time and without notice. Changes may be made to the Demo Terms by updating this posting. We reserve the right to suspend or withdraw the Demo Account at any time.
- 1.7 Copyright in the information, content and functionality of the Demo Account is owned or licensed to us unless otherwise noted. You may imprint, copy, download or temporarily store extracts for your personal information. Any other use is prohibited unless you first get our written permission. In particular you may not use or reproduce any information, content and functionality on any other website or link it to any other website without our prior permission.
- 1.8 Under no circumstances will we be liable for any direct or indirect losses resulting from use of the Demo Account, including but not limited to loss of profits or goodwill, consequential losses or other damages. This limitation of liability applies as far as permitted by law,
- 1.9 These Demo Account Terms are governed by the laws of Australia.

## **2 Your obligations in relation to the Demo Account**

### **2.1 You warrant that:**

- a) you will use the Demo Account solely in your personal capacity and not on behalf of a company;
- b) in the event that you are registered or qualified as a professional securities trader or investment adviser that you use the Demo Account solely in relation to the management of your personal funds;
- c) you will not to distribute, republish or otherwise provide any data from the Demo Account service to any third party in any manner, and
- d) you will repeat the above warranties (as applicable) each time you access the Demo Account.

### **2.2 You acknowledge and agree that:**

- a) the derivative financial instruments and contracts that we offer (our “Markets”) are not appropriate for everyone. Trading in our Markets is conducted on a margin or leverage basis, a type of trading which carries a high degree of risk to your capital;
- b) we will not consider Demo Account trading experience when we consider your application for any other type of account with us and we may decline your application for any other type of account;
- c) we are not authorised to provide investment advice and the content provided in the pages of the Demo Account is not intended to be investment advice. If you require investment advice, please see an independent investment adviser.

## **3 Our obligations in relation to your personal data**

3.1 We will process and use your personal data that you provide us with upon opening a Demo Account for the purposes of managing the Demo Account and to provide you with the products and services that you request from us.

3.2 We may wish to communicate with you about other opportunities for existing and new products and services which we consider suitable for you and accordingly, unless you advise us to the contrary in writing, by completing the account opening process, you agree to be contacted by us by e-mail, telephone or otherwise. For more details about how we hold and use personal data, please see our privacy policy.