



Website Terms of Use

This website is owned and operated by DNA Markets (ABN 60 659 020 096) ('we', 'us', or 'our'), a company incorporated in Australia.

Your access and use of this website is subject to these Website Terms of Use, our Client Agreement and any notices, disclaimers or other terms or statements contained on this website (collectively referred to as 'Terms of Use').

Important Information about this Website

The information contained on this website is not guaranteed and is general information only. These Terms of Use can be changed at any time and your continued use of the website is an agreement to any changes we make. We will give you notice of these changes by publishing revised Terms of Use on this website.

Our Terms of Use are governed by the laws of the State of Victoria and the parties irrevocably submit to the exclusive jurisdiction of the courts of that state.

Visitor Responsibility

The information on this website is not directed or intended for distribution to, or use by, any person in any country or jurisdiction where distribution or use would be contrary to local law or regulation.

The material in this website is not to be interpreted as a recommendation; or an offer to acquire, buy or sell; or the solicitation of an offer to acquire, buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy.

The information on this website is provided for Australian residents only and is not intended for residents of any other country. It is the responsibility of website users to comply with any local law or regulation which applies to them.

You must be over 18 years of age to use the website and products and services we offer.

No Advice Given

This website is not designed for the purpose of providing personal advice. The information on this website is of general nature only and has been prepared without considering individual investment objectives, financial situation or needs.

You should assess whether the information on this website is appropriate for your particular investment objectives, financial situation and needs. You should do this before deciding to open an account with DNA Markets. We recommend that you obtain independent financial advice. You should not interpret any of the material on this website as financial, legal, regulatory, tax, or accounting advice.

The information on this website does not constitute a recommendation to invest in any financial products or services offered by us.

Trademark and Copyright

Our logo and other trademarks displayed on this website are the proprietary trademarks of us or our third-party partners. This may include names, terms and/or data which may or may not be identified with a symbol identifying it as a name, term or item in which copyright is owned or a registered trademark is held.

Any third-party intellectual property used as website content should not be interpreted as meaning that the third-party endorses or is in any way affiliated with DNA Markets, or that they make any representation about trading our products.

Except where necessary in order to view the information on this website on your browser, or as permitted under the laws of Victoria or these Terms of Use, no information or content on this website can be otherwise reproduced, adapted, uploaded to a third-party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our specific written consent.

You acknowledge and agree that we will be entitled to instruct you to remove any link from another website to this website which you use without obtaining our prior written consent. You may not use, copy, modify or display any of the trademarks, names or logos appearing on this website without the express written permission of DNA Markets.

Apple, the Apple logo, Mac, iPhone, iPad, iPod touch, and iTunes are trademarks of Apple Inc, registered in the US and other countries. App Store is a service mark of Apple Inc. Android is a trademark of Google Inc. Windows is a registered trademark of Microsoft Corporation in the United States and other countries.

Third-Party Offers

This website may contain links to other websites or resources provided by third parties. We provide you with third party links/resources solely for your information and convenience. We do not make any representations or warranties about the content, suitability or appropriateness about the content or products contained in any third-party websites or resources. The identification or use of any third-party products, services, websites or networks is not an endorsement of those products, services or websites or networks.

Use of Products and Services

Your use of our products and services does not give you ownership of any intellectual property rights in our products or services or the content you access. These Terms of Use do not grant you the right to use any branding or logos used in our products and services.

You also agree your access to the website is through a web browser and not any other unauthorised third-party applications to access the website or any other page of the website. You are not permitted to use, download, upload, reproduce, copy, duplicate, print, display, perform,



republish, sell, license, post, transmit, disseminate, redeliver using 'framing technology', otherwise distribute, or commercially exploit in any way, the website or any of its content without our prior written permission.

We reserve the right to investigate and take legal action against any illegal and/or unauthorised use of our products and services, including (but not limited to) unauthorised access to the website through a third-party application, robot, spider, automated device, or data mining or extraction tool or other unauthorised means e.g. any interference with the site or action that causes overloading of the site.

Data Accuracy

With respect to any market data or other information that we or any third-party service provider display on the website:

- such data is indicative only and we and any such provider are not responsible or liable if any the data or information is inaccurate or incomplete in any respect;
- we and any third-party provider are not responsible or liable for any actions that you take or do not take based on the data or information; and
- such data or information is proprietary to us and/or a third-party provider, and you are not permitted to re-transmit, redistribute, publish, disclose or display, in whole or in part, data or information to third-parties except as may be required by any law or regulation.

Limitation of Liability

To the maximum extent permitted by law, neither us nor our affiliates, or the directors, officers, employees, agents or our representatives, will be held liable to you or any third-party in any way for any loss or damages of any kind arising out of the use of, access to, reliance on, inability to use or improper use of the website, any information posted on the website by its users, or any other information, content, materials or products and services available on the website (including, without limitation, damage to your computer or computer systems or settings, loss of data, revenue or profits, which you may suffer due to the use, delay in using, or inability to access this website, or in any other way connected with this website, including from the downloading of any software from this website).

Our liability for negligence, breach of contract or breach of any law (as a result of our failure to provide this website or any part of it, or for any problems with this website which cannot be lawfully excluded) is limited to the maximum extent permitted by law.

We disclaim any representation or warranty that the website or materials will meet your requirement, or that the website or any software will be uninterrupted, secure or free from errors or viruses.

Your Privacy

Your use of this website may be monitored, and the information used, for our internal business purposes. Further information about the use of your personal information is available in our Privacy Policy. This explains how we treat your personal information and protect your privacy when you use our products and services.

Product Risk Warning

The products and services described on this website involve significant risks and are not suitable for all investors. Before you begin trading with us, you must carefully consider whether trading in our products is appropriate for you, considering your personal objectives, financial situation and needs.

Margin trading is a high risk geared investment strategy and is not suitable for all investors. You should not deal in the products we offer unless you understand the nature of the contract you are entering into and the extent of your exposure to risk from that contract.

A Product Disclosure Statement (PDS) and a Financial Services Guide (FSG) is available on this website and must be read and understood before opening a trading account and entering into a transaction with us.