



REFER A FRIEND TERMS AND CONDITIONS

This Document on Refer a Friend Terms and Conditions is effective from August, 2020 and shall remain effective until a more recent version is released. Finalto (Australia) Pty Limited reserves the right to amend or supplement this Document at any time. This Document does not replace our Investment Services Agreement (Terms and Conditions of Trading) which we ask that you read carefully before you enter into any trading. The prevailing version of this Document is always available on our website www.markets.com.

Finalto (Australia) Pty Limited (“Company”) offers to its existing customers (“The Referrer”) the possibility to refer a friend (“Referred Client”). This referral program (“Program”) is open to the Company’s Customers following their request and acceptance of the Terms and Conditions (“T&C”) of the Company. For this program, the following terms shall apply.

Capitalized terms shall have the meaning ascribed to them in the Company’s “T&C”, unless otherwise defined herein.

1. The Company shall offer to its Existing Clients who successfully refer a Client to the Company, a one-time payment of 100 AUD per Referred Client referred during the promotional period, in accordance with the below terms. By participating in the Program, the Referrer and the Referred Client are deemed to have accepted these Terms.
2. This promotion is valid until 30 June 2021.

Eligibility

3. This program is available to Customers who meet the Company’s client qualification requirements, have successfully registered for an Account with the Company and have satisfied all KYC, AML and other requirements for such registration in accordance with the T&C and maintain an active account during the promotional period. In order for an account to be considered as active, the Customer must have executed at least one trade within the promotional period.
4. Prior to accepting any promotional offer Customers shall consider the particular terms and conditions associated with the Program, as may be amended from time to time.
5. In all instances, any customer participation in this Program will be subject to Customer’s compliance with the Company’s onboarding, Account opening, AML and KYC procedures set out in the T&Cs.
6. This Program is not available in any Banned Jurisdiction.
7. This Program applies only to individuals.
8. Individuals not eligible to participate as an Existing Client in this Program include:
 - a) Individuals who do not have a trading account with the Company;
 - b) Employees of the Company and their immediate family members or the Company’s business affiliates;
 - c) Clients who have not fulfilled minimum funding requirements or have a nil or negative balance on their trading account;
 - d) Clients who have not commenced trading on their account
 - e) Referrers with past relationships with the Company or any other entity in the Company’s group.

Qualifications

9. In order for a referral to be considered as successful and qualify as a Referred Client the following must be met:
 - (i) The Referred Client must:
 - a) Open an account with a minimum initial deposit of 1000 AUD (or equivalent foreign currency) with the Company.
 - b) Meet all applicable onboarding requirements as per the Terms and Conditions of the Company.
 - c) Trade at least 5 lots within 30 days of registration.
 - d) Not have any executed or pending request for account close or funds withdrawal and the account

of the new client must be still funded at the time of the payment. If the Referred Client withdraws any funds from the Account before satisfying the required trading volume, no payment shall be made to the Referrer.

- e) Not have previously opened and closed a trading account with the Company or any other entity in the Company's Group.
 - f) Not expect any reward. The referral reward is only applicable to the Referrer who introduced the referred client to the Company.
10. The Referred Client must notify the Company of the referral and submit the Referrer's name and Client Account ID to support@markets.com. Following the Company's approval of the submission and satisfaction of these terms, the Company will credit the Existing respective trading account of the Referrer no later than 30 business days after the approval.
11. The Referrer may not make more than five (5) referrals. Where a Referrer has exceeded this cap, any subsequent referrals made by the Referrer will not be rewarded. The Company may amend this cap at its discretion and at any time without notice notwithstanding that such amendment may be to the detriment of the Existing Client and the Referred Client
12. If any Referrer / Referred Client is discovered to be ineligible for the Program for any reason, the Company is entitled to at any time to forfeit, withdraw or withhold the reward amount(s) at any time; or where the Promotion has been awarded and/or utilised to reclaim and/or deduct the reward amount(s) from the Existing Client's and/or Referred Client's account.
13. The Company reserves the right, and has sole discretion, to prohibit any Existing Client / Referred Client from participating in any aspect of the Program if the Company deems or suspects that such Existing Client / Referred Client has engaged in or has attempted to engage in any abuse, damaging, tampering or fraud.
14. Miscellaneous
- (i) Abuse - any improper or abusive trading or use in breach of the Terms and Conditions, will result in the Program being revoked or not awarded;
 - (ii) No waiver - any delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default under the Terms and Conditions, shall not be deemed and must not be construed as a waiver of its rights;
 - (iii) The Company reserves the right to cancel this program at any time and without prior notice.
 - (iv) The Referrer acknowledges and accepts that it is prohibited from presenting itself as being an agent or employee of the Company or otherwise hold out to represent the Company. Participation in the Program will not constitute or be deemed to constitute any form of partnership between the Company and the Referrer.
 - (v) Under the Program, the Referrer will not act in any capacity that requires the Referrer to enter into an Introducing Broker arrangement.
 - (vi) These Terms and Conditions shall be governed by the laws of Australia and any dispute arising in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Australia.