



Terms and Conditions

November 2025

GTC GLOBAL (AUSTRALIA) PTY LTD
ABN: 84 611 436 796 AFSL NO: 496371
management@gtcau.com.au

Suite 73, Level 1, 8 Clunies Ross Court, Eight Mile Plains QLD 4113



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Dated 28 November 2025

1 Introduction

- 1.1 Please read these Terms and Conditions ("Agreement") carefully before accessing or using the services offered by **GTC Global (Australia) Pty Ltd** ("GTC AU", "we", "our", or "us").
- 1.2 This Agreement governs your access to and use of our website (www.gtcau.com.au), subscription-based educational programs, market commentary, and any referral or introductory services that we provide (together, the "Services").
- 1.3 By using or subscribing to any part of the Services, you acknowledge that you have read, understood, and agreed to be bound by this Agreement and all documents incorporated by reference.
- 1.4 If you do not agree with these terms, you must not use or access the Services.

2 About GTC AU and our AFSL Authorisation

2.1 About GTC AU

GTC Global (Australia) Pty Ltd ABN 84 611 436 796 holds Australian Financial Services Licence ("AFSL") No. 496 371, issued by the Australian Securities and Investments Commission ("ASIC").

2.2 GTC AU AFSL Authorisation

This licence authorises GTC AU to:

- (a) Provide general financial product advice to retail and wholesale clients in relation to:
 - i. deposit and payment products limited to basic deposit products;
 - ii. derivatives; and
 - iii. foreign exchange contracts; and
- (b) Deal in financial products by
 - i. issuing, applying for, acquiring, varying, or disposing of derivatives and foreign exchange contracts; and

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- ii. applying for, acquiring, varying, or disposing of basic deposit products, derivatives, and foreign exchange contracts on behalf of another person. for retail and wholesale clients.

3 Current Business Operations

- 3.1 While GTC AU is licensed for the authorisations above, its current activities are limited to:
 - (a) providing **general financial product** advice through educational videos, subscription-based learning content, and market commentary; and
 - (b) offering **referral or introductory services** to other appropriately licensed AFS providers or product issuers (for example: Finalto) that issue or operate financial products in their own capacity.
- 3.2 GTC AU does not currently issue financial products, or deal in financial products, nor provide custody, hold clients' money, execution-platform, or personal-advice services.
- 3.3 Any third-party provider to which GTC AU refers clients operates independently under its own AFSL.
- 3.4 GTC AU does not act as an intermediary or agent for clients or product issuers in relation to those products.

4 Conditions of Use

- 4.1 By using our Services, you represent and warrant that:
 - (a) you are at least 18 years of age and legally capable of entering into a binding contract;
 - (b) your use of the Services will comply with this Agreement and with all applicable Australian laws and regulations;
 - (c) any information you provide to GTC AU is accurate, complete, and not misleading;
 - (d) you will not use the Services for any unlawful purpose or in any manner that could damage, disable, overburden, or impair our systems, security or



reputation;

- (e) you understand that all information, commentary, and educational materials provided by GTC AU constitute general financial product advice only, prepared without considering your objectives, financial situation, or needs, and do not constitute a recommendation to acquire, hold, or dispose of any financial product;
- (f) you are solely responsible for determining whether our Services or any referred third-party services are suitable for your circumstances, and you should obtain independent financial, legal, or taxation advice before acting on any information provided by GTC AU;
- (g) your use of any information, materials, or recommendations from GTC AU is entirely at your own risk; and
- (h) if you access the Services from outside Australia, you do so at your own risk and are responsible for compliance with local laws.

4.2 The Services are intended for Australian residents only. We do not represent or warrant that the Services comply with the laws of any jurisdiction outside Australia. If you access the Services from outside Australia, you do so at your own risk and are responsible for complying with local laws.

5 Relationship to Other Documents

5.1 This Agreement must be read together with the following documents, which collectively form part of your relationship with GTC AU:

- (a) the Financial Services Guide ("FSG"); which outlines our services, remuneration, and key information about our AFSL;
- (b) the Privacy Policy, which explains how we collect, use, store, and disclose personal information;
- (c) the Dispute Resolution and Complaints Handling Policy, which describes how you may raise concerns and how we will respond in accordance with ASIC Regulatory Guide 271; and
- (d) the AML/CTF Program (available on request), which outlines our compliance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).



- 5.2 Additional policies or disclosure statements (such as our General Advice Warning and Risk Disclosure Statement) may also apply where relevant and should be read in conjunction with this Agreement.
- 5.3 Your continued use of our Services constitutes your acknowledgement that you have read, understood, and agreed to be bound by these documents.
- 5.4 If there is any inconsistency between this Agreement and another document, this Agreement will prevail unless an applicable law or an expressly stated term provides otherwise.

6 Amendments to this Agreement

GTC AU may amend, update, or modify this Agreement and any associated documents at any time. Any changes will be published on our website and will take effect upon posting unless stated otherwise. Your continued use of the Services after such posting constitutes acceptance of the revised terms.

7 General Advice Warning – No Personal Advice

- 7.1 All financial product information and educational material provided by GTC AU constitutes general financial product advice only within the meaning of section 766B(4) of the **Corporations Act 2001** (Cth) ("Corporations Act").
- 7.2 Such information has been prepared without taking into account your objectives, financial situation, or needs. Before acting on any information, you should consider whether it is appropriate for your circumstances and obtain independent financial, legal, or taxation advice.
- 7.3 GTC AU does **not provide personal financial advice** or make any representation that the information supplied will meet your individual investment objectives. Past performance information, examples, or case studies (if any) are provided for illustrative purposes only and are not indicative of future results.
- 7.4 While information is provided in good faith, GTC AU makes no warranty as to its completeness or accuracy and accepts no liability for any loss arising from reliance on it, except to the extent required by law.

8 Nature of Our Services

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- 8.1 GTC AU provides **general financial product advice only**, as authorised under its AFSL No. 496371.
- 8.2 All information, commentary, research, market analysis, and educational material made available through our website, videos, or other communications (collectively, the "Content") is provided for educational and informational purposes only.
- 8.3 Nothing in our Content or Services should be interpreted as:
 - (a) a recommendation, offer, or solicitation to acquire, dispose of or hold any financial product;
 - (b) an endorsement or guarantee of the performance of any financial product or service; or
 - (c) personal financial advice within the meaning of section 766B(3) of the Corporations Act.
- 8.4 At this stage, GTC AU does not provide execution, custody, or brokerage services and does not receive or hold client funds for investment or trading purposes.
- 8.5 GTC AU makes no warranty that any Content is complete, accurate, or current and accepts no liability for any reliance placed on it, except as required by law.

9 Referral and Introductory Arrangements

- 9.1 GTC AU may introduce or refer clients to other Australian Financial Services Licensees or authorised product issuers who operate, issue, or provide financial products or trading services in their own capacity.
- 9.2 All referrals and introductions are made on an arm's-length, informational basis. GTC AU:
 - (a) does not act as an intermediary, agent, or representative for clients or for any product issuer;
 - (b) does not execute, arrange, or process any application, order, or transaction in financial products on behalf of any person;
 - (c) does not receive or hold client money or property; and
 - (d) is not responsible for the conduct, representations, or products of any referred third-party provider. Each referred provider operates independently under its



own AFSL and is responsible for preparing and providing its own **Product Disclosure Statement (“PDS”)**, **Target Market Determination (“TMD”)**, and any other regulatory disclosures required for its products.

- 9.3 Where GTC AU receives a referral fee or commission, this will be disclosed in its **Financial Services Guide (“FSG”)**.
- 9.4 Clients should review all disclosures issued by the third-party provider and assess the provider's suitability, regulatory standing, and product risks before engaging its services.
- 9.5 GTC AU is not liable for any loss arising from a referred provider's products, services, or representations, except to the extent required by law.

10 Accuracy and Reliability of Information

- 10.1 All Content on the GTC AU website and within our Services is prepared in good faith from sources believed to be reliable as at the date of publication.
- 10.2 Although every reasonable effort is made to ensure accuracy and completeness, GTC AU makes no warranty or representation as to the accuracy, currency, or reliability of the information provided.
- 10.3 The financial markets and regulatory landscape are subject to constant change.
- 10.4 Neither GTC AU nor its directors, officers, employees, or contractors accepts any responsibility for any loss or damage arising from any inaccuracy, error, or omission in the Content or from any reliance placed upon it.
- 10.5 Where our website or publications contain third-party articles, research, hyperlinks, or other materials, such content is provided for convenience only.
- 10.6 GTC AU does not endorse, approve, or control third-party content and is not responsible for its accuracy or compliance with law.

11 Account Registration and Access

- 11.1 To access certain features of our Services (including subscription-based programs), you must create an account and provide accurate, current, and complete information. Each account is issued to a single registered client for personal use only.

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- 11.2 You are responsible for maintaining the confidentiality of your login credentials and for all activities conducted under your account. You must **not** share or transfer your account access to any other person. Any unauthorised use is strictly prohibited.
- 11.3 You must notify GTC AU immediately at support@gtau.com.au if you suspect any unauthorised access, loss of credentials, or security breach. Until GTC AU receives such notice, any a
- 11.4 Accounts are provided for personal, non-commercial educational use. You must not resell, assign, or otherwise use your access for commercial benefit or institutional purposes without GTC AU's prior written consent.
- 11.5 GTC AU may suspend or terminate your account where it reasonably believes you have breached these Terms, provided false or misleading information, failed to pay applicable fees after reasonable notice, or engaged in unauthorised, fraudulent, or unlawful conduct.
- 11.6 Except in cases of serious misconduct or legal requirement, GTC AU will use reasonable efforts to provide **fourteen (14) days'** written notice before termination. Upon termination, all access to Services will cease, and outstanding lawful payments become immediately due.

12 Training Programs, Subscription Services, and Fees

12.1 Scope of Services

- (a) This **clause 12** governs all subscription-based or one-time purchase access to GTC AU's educational and training programs ("Training Programs").
- (b) Training Programs are provided solely for **general educational purposes** and are **not** intended to constitute financial advice, product recommendations, or personal guidance. References to trading platforms, strategies, or historical data, including any use of simulations or example analysis, are illustrative only. Clients must not rely on such materials to make financial or trading decisions. (See also Clause 7 – General Advice Warning.)

12.2 Access and Account Control

- (a) Access to any Training Program is granted only to the registered client for personal use.
- (b) You must not share, transfer, resell, or otherwise permit another person to use



your access credentials.

- (c) GTC AU may impose restrictions based on individual login credentials, device limits, or time-based expiry conditions specified at enrolment. Any unauthorised access, sharing, or misuse may result in suspension or termination of access without refund.

12.3 Pricing and Activation

- (a) Training Programs may be priced on a one-time purchase basis, tiered subscription, or limited-time promotional offer, as published on GTC AU's official website.
- (b) All prices are quoted in Australian dollars unless otherwise stated.
- (c) Payment must be successfully received and confirmed before access is activated.
- (d) The final payable amount will be determined according to the pricing and terms displayed at the time of enrolment.

12.4 Subscription Renewal and Cancellation

- (a) **Automatic Renewal:** unless otherwise specified, subscriptions renew automatically at the end of each billing period.
- (b) **Cancellation:** you may cancel your subscription at any time before your next billing date by emailing support@gtcau.com.au. Access will continue until the end of the current paid period.
- (c) **Fee Changes:** GTC AU may vary subscription fees with at least fourteen (14) days' prior notice. Continued use after the effective date constitutes acceptance of the revised fee.

12.5 Refunds and Cooling-Off

- (a) A limited cooling-off period may apply to certain Training Programs, as published for each program.
- (b) However, once any course content has been accessed, streamed, or downloaded, you may forfeit any right to a refund.
- (c) Except as required by the Australian Consumer Law, subscription or program fees are otherwise non-refundable.

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- (d) GTC AU may, at its sole discretion, consider refund requests in exceptional circumstances, but is under no obligation to grant them.
- (e) All refund determinations are final and not subject to appeal.

12.6 Incentives and Promotional Schemes

- (a) From time to time, GTC AU may offer incentives such as cashback, performance-based rewards, or other promotional benefits linked to Training Program participation.
- (b) All such offers are governed by the published eligibility criteria, assessment standards, verification procedures, and specific promotional terms.
- (c) GTC AU may withhold, cancel, or adjust any incentive in cases of suspected abuse, misrepresentation, ineligible data submission, or technical manipulation.
- (d) Participation in an incentive program does not guarantee any payment or benefit and remains subject to GTC AU's final review.

12.7 Updates, Suspension, and Withdrawal

- (a) GTC AU may modify, suspend, or withdraw any Training Program at any time without prior notice.
- (b) Although materials may be reviewed periodically, GTC AU makes no commitment to update content to reflect market or regulatory changes.
- (c) Continued availability of any specific course, module, or feature is not guaranteed.
- (d) Temporary interruptions or discontinuations do not entitle you to compensation or refund except as required by law.

12.8 Intellectual Property for Training Program Materials

- (a) All Training Program materials, including videos, slides, written materials, graphics, and tools, are the intellectual property of GTC AU or its licensors.
- (b) Access is granted solely for personal, non-commercial learning purposes.
- (c) You must not reproduce, distribute, publish, or share any course materials without GTC AU's prior written consent.
- (d) Unauthorised use may result in immediate access termination and legal action.



12.9 No Certification or Qualification Guarantee

- (a) Participation in a Training Program does not confer any certification, licence, or recognised qualification.
- (b) Completion of a program does not guarantee trading success, financial gain, regulatory authorisation, or employment outcomes.

12.10 No Refund for Partial Use or Subjective Dissatisfaction

- (a) Refunds will not be issued for dissatisfaction with course style, difficulty, or outcomes, particularly where course content has already been accessed, streamed, or partially completed.
- (b) GTC AU does not compensate for subjective experience or unmet personal expectations.

12.11 Client Responsibility and Audit Cooperation

- (a) Clients participating in incentive-linked programs must cooperate with any reasonable verification process, which may include providing evidence of simulation activity, assessment results, or other performance data.
- (b) GTC AU may withhold or cancel incentives where eligibility criteria are not met, submitted data is incomplete or manipulated, or misuse is suspected.
- (c) All determinations under this clause are final and binding.

12.12 Payment Authorisation

- (a) By submitting payment details, you authorise GTC AU and its payment processor to charge all applicable fees to your nominated account.
- (b) Payment information will be processed in accordance with applicable payment-system security standards and GTC AU's Privacy Policy.

12.13 Limitation of Liability for Training Programs

- (a) To the extent permitted by law, GTC AU is not liable for any loss arising from changes, withdrawal, or unavailability of any Training Program.
- (b) Where mandatory guarantees under the Australian Consumer Law apply, GTC AU's liability is limited to:
 - i . re-supplying the relevant service; or



ii . the cost of having the service re-supplied.

13 Client Responsibilities and Acknowledgements

13.1 By using our Services, you acknowledge and agree that:

- (a) you are solely responsible for your own financial decisions, including assessing the appropriateness of any general advice, commentary, or educational material provided by GTC AU;
- (b) you understand that GTC AU does **not** provide personal financial advice, does not take your objectives, financial situation, or needs into account, and does not manage or monitor investments on your behalf.
- (c) you are responsible for independently verifying any information, data, or opinions before relying on them or entering into any transaction with a third-party provider;
- (d) you will review all relevant disclosure documents (including any PDS, TMD, FSG, or terms issued by a licensed third-party provider) before acquiring or dealing in a financial product;
- (e) you will promptly notify GTC AU if any information you have provided is inaccurate, incomplete, or changes over time; and
- (f) you understand that any engagement you enter into with a referred third-party provider is a separate relationship, and you must assess that provider's suitability, regulatory standing, and product risks independently of GTC AU.

14 Suspension or Termination

14.1 GTC AU may suspend or terminate your access to the Services where:

- (a) you materially breach this Agreement;
- (b) you engage in fraudulent, illegal, or abusive conduct;
- (c) termination is required by law or regulatory direction; or
- (d) your subscription fees remain unpaid after reasonable notice.

14.2 Except in cases of serious misconduct or legal requirement, GTC AU will provide **fourteen (14) days'** written notice before termination.



14.3 Upon termination, all outstanding lawful payments become immediately due. Access to educational materials will cease at that time.

15 Collection and Use of Personal Information

15.1 By accessing or using our Services, you consent to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy and the Privacy Act 1988 (Cth).

15.2 GTC AU collects and handles personal information to:

- (a) verify your identity and satisfy our AML/CTF and other regulatory obligations;
- (b) administer your account and provide you with access to our Services;
- (c) manage our relationship with you, including responding to enquiries or feedback;
- (d) comply with our obligations under the Corporations Act, Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), and related instruments; and
- (e) send administrative or promotional communications where you have consented (you may opt out at any time).

15.3 We collect personal information only where reasonably necessary for our functions or where required or authorised by law. All personal information is handled in accordance with the **Australian Privacy Principles** ("APPs") and our internal information-security procedures.

15.4 GTC AU is not responsible for the content, security, or privacy practices of third-party websites or service providers accessed via our Services. Your interaction with any third party is entirely at your own risk.

16 Cookies and Online Data

16.1 Our website uses cookies and comparable technologies to support functionality, analytics, and security. Cookies enable us to recognise repeat users, store preferences, and improve user experience.

16.2 We may use cookies to:

- (a) enable secure login and subscription features;



- (b) track usage trends and website performance;
- (c) store your preferences for future visits; and
- (d) deliver relevant educational or marketing material (where permitted by law).

16.3 You may disable cookies through your browser settings; however, this may limit certain website functionality.

16.4 By using our website, you consent to the use of cookies in accordance with this clause and our Privacy Policy.

17 Complaints and Dispute Resolution

17.1 Internal Dispute Resolution (IDR)

If you are dissatisfied with any aspect of GTC AU's Services, you may lodge a complaint with our Customer Support Department at support@gtau.com.au, clearly marking your correspondence "**Complaint**." Our Customer Support team will review your submission. Your complaint should include your full name, contact details, any reference or account number (if applicable), and a brief description of the issue.

Upon receipt, GTC AU will:

- (a) acknowledge your complaint within one (1) business day or as soon as practicable;
- (b) investigate the matter and, where possible, provide a response within **five (5) business days**; and
- (c) if additional time is required due to complexity, inform you of the reason and expected timeframe.

If unresolved, the matter will be escalated to the Compliance Manager for independent review. GTC AU aims to provide a final written response within **thirty (30) calendar days** of receipt unless further time is reasonably required.

17.2 External Dispute Resolution (AFCA – Retail Clients Only)

If you are a retail client and are not satisfied with the outcome of our internal process, or if your complaint is not resolved within the timeframe above, you may lodge a complaint with the Australian Financial Complaints Authority ("AFCA"), of



which GTC AU is a member.

- (a) **AFCA Membership Number:** 41563
- (b) **Website:** www.afca.org.au
- (c) **Phone:** 1800 931 678
- (d) **Email:** info@afca.org.au
- (e) **Mail:** GPO Box 3, Melbourne VIC 3001

17.3 AFCA provides free, fair, and independent dispute-resolution services only to eligible retail clients. Wholesale clients are not eligible to access AFCA and should contact GTC AU's Compliance Manager directly for further review or seek independent legal recourse.

17.4 Nothing in this Agreement limits or excludes any rights or remedies you may have under the Corporations Act.

17.5 or the Australian Consumer Law that cannot lawfully be excluded.

18 Intellectual Property and Content Usage

- 18.1 All intellectual-property rights in GTC AU's website, training programs, educational materials, and related content, including text, graphics, videos, slides, trademarks, and documentation, are owned or licensed by GTC AU or its authorised content providers. All rights not expressly granted are reserved.
- 18.2 Access to GTC AU content is provided solely for personal, non-commercial learning purposes. You must not copy, reproduce, modify, publish, distribute, or otherwise exploit any part of the Services without GTC AU's prior written consent. You must not alter or re-present content in a way that misleads as to authorship or endorsement.
- 18.3 You must not use bots, scrapers, or automated tools to harvest or download content, nor attempt to bypass login restrictions, playback protections, or access limits. You must not reverse-engineer, replicate, or interfere with GTC AU's learning-management systems, infrastructure, or digital safeguards.
- 18.4 All trademarks, logos, and brand identifiers displayed on the GTC AU website or within learning materials are legally protected and may not be used or referenced for any commercial or representational purpose without express written consent.



- 18.5 Any infringement or unauthorised use of GTC AU's intellectual property may result in suspension or termination of access, civil claims for damages, injunctive relief, and recovery of legal costs. You will be jointly liable for any misuse of content that you knowingly or negligently enable by third parties.
- 18.6 Nothing in this Agreement grants any implied licence or right to use GTC AU's intellectual property beyond what is expressly permitted. Failure by GTC AU to enforce any provision does not constitute a waiver of its rights or limit future enforcement.

19 Limitation of Liability

- 19.1 To the fullest extent permitted by law, GTC AU, its directors, officers, employees, and contractors are not liable for any direct, indirect, incidental, special, or consequential loss (including loss of profit, data, or opportunity) arising out of or in connection with:
 - (a) your access to, use of, or inability to use the Services;
 - (b) reliance on any general financial advice, commentary, market analysis, or educational materials provided by GTC AU; or
 - (c) actions or omissions of any referred third-party provider or licensed product issuer.
- 19.2 **GTC AU does not warrant or guarantee that:**
 - (a) the Services or educational content will be uninterrupted, error-free, or free from viruses;
 - (b) any information provided constitutes personal or tailored financial advice; or
 - (c) any third-party services or products referred to will be suitable for your circumstances.
- 19.3 To the extent permitted by law, GTC AU's total aggregate liability for any claim arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute, or otherwise, shall not exceed the total subscription fees paid by you in the **twelve (12) months** preceding the claim.
- 19.4 Nothing in this clause excludes or limits any rights, remedies, or guarantees that cannot lawfully be excluded under the Australian Consumer Law or other applicable



legislation.

Where such guarantees apply, GTC AU's liability is limited, at its discretion, to:

- (a) the re-supply of the Services; or
- (b) the payment of the cost of having the Services re-supplied.

19.5 Nothing in these Terms excludes any guarantees, warranties, or conditions implied or imposed by the Australian Consumer Law that cannot lawfully be excluded.

20 Indemnity

20.1 You agree to indemnify, defend, and hold harmless GTC AU, its directors, officers, employees, agents, and contractors (together, the "Indemnified Parties") from and against all losses, liabilities, damages, costs, or expenses (including reasonable legal costs on a full-indemnity basis) arising out of or in connection with:

- (a) your breach of this Agreement or any applicable law or regulation;
- (b) your misuse, or attempted misuse, of the Services or any information provided through them;
- (c) any inaccurate, incomplete, or misleading information you supply to GTC AU;
- (d) your unauthorised access to, or interference with, GTC AU's systems or intellectual property; or
- (e) any claim, demand, or action made by a third party that results directly or indirectly from your acts or omissions in connection with your use of the Services.

20.2 You acknowledge that this indemnity extends to any claim brought against GTC AU by a regulator, third-party provider, or client of yours to the extent that such claim arises from your conduct or breach of this Agreement.

20.3 This indemnity is continuing, irrevocable, and survives the termination or expiry of this Agreement and your use of the Services.

20.4 This clause does not require you to indemnify GTC AU for any losses arising from GTC AU's own negligence, wilful misconduct, or breach of law.



21 Force Majeure

- 21.1 GTC AU will not be liable for any delay, interruption, or failure in performance of its obligations under this Agreement that results directly or indirectly from an event or circumstance beyond its reasonable control ("Force Majeure Event").
- 21.2 **Force Majeure Events include, without limitation:**
 - (a) natural disasters, extreme weather, fire, flood, or pandemic;
 - (b) war, civil unrest, terrorism, or governmental restrictions;
 - (c) industrial disputes, strikes, or labour shortages;
 - (d) failure, malfunction, or outage of telecommunications, internet, hosting, or cloud-service providers;
 - (e) hardware or software breakdowns, cyberattacks, denial-of-service events, or other security incidents;
 - (f) failure of third-party data feeds, trading systems, or service integrations relied on by GTC AU; and
 - (g) regulatory or judicial action, or any act or omission of a government or competent authority that affects delivery of the Service.
- 21.3 Where a Force Majeure Event occurs, GTC AU will use reasonable efforts to mitigate its impact and to restore Services as soon as practicable. Temporary suspension or limitation of Services during such period does not constitute a breach of this Agreement.
- 21.4 GTC AU is not responsible for any loss or damage you may suffer as a result of a Force Majeure Event, provided that GTC AU has taken reasonable steps to prevent and minimise its effects.
- 21.5 If a Force Majeure Event continues for more than thirty (30) days, either party may terminate the affected Service on written notice without penalty.

22 Governing Law & Jurisdiction

- 22.1 This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by the **laws of Queensland** and the laws of the **Commonwealth of Australia**.



- 22.2 You agree that any claim, dispute, or proceeding arising under or in connection with this Agreement shall be brought exclusively before the courts of Queensland. Each party irrevocably submits to the **non-exclusive jurisdiction** of those courts and waives any objection to the venue on the grounds of inconvenience.
- 22.3 GTC AU makes no representation that its Services comply with laws outside Australia. If you access the Services from outside Australia, you are solely responsible for ensuring compliance with local laws and regulations.
- 22.4 Nothing in this Agreement limits any statutory rights you may have under the Australian Consumer Law or other applicable legislation that cannot lawfully be excluded.

23 General

23.1 Assignment

You must not assign, transfer, or otherwise deal with any of your rights or obligations under this Agreement without GTC AU's prior written consent.

GTC AU may assign, novate, or transfer its rights or obligations (in whole or in part) to any related entity, successor, or acquirer as part of a corporate restructure, merger, or business transfer, provided that such assignment does not materially affect your rights under this Agreement.

23.2 Severability

If any provision of this Agreement is held to be invalid, void, or unenforceable, that provision will be read down or severed to the extent necessary to ensure the remainder of the Agreement remains valid and enforceable.

23.3 Waivers

No failure or delay by GTC AU in exercising any right, power, or remedy under this Agreement operates as a waiver. A waiver is only effective if made in writing and signed by an authorised representative of GTC AU.

23.4 Entire Agreement

This Agreement, together with the documents expressly incorporated by reference (including the **Financial Services Guide**, **Privacy Policy**, and **Dispute Resolution and Complaints Handling Policy**), constitutes the entire agreement between you



and GTC AU regarding the Services.

You acknowledge that you have not relied on any statement, representation, or warranty that is not expressly included in this Agreement.

23.5 Survival

Clauses relating to limitation of liability, indemnity, governing law, dispute resolution, and any other provisions which by their nature are intended to survive termination or expiry will continue in full force and effect after this Agreement ends.

23.6 Notices

Notices or communications under this Agreement may be sent by email to the most recent address provided by you or published on GTC AU's website.

Electronic delivery is deemed received on the date of transmission, provided no delivery failure notice is received.

23.7 Interpretation

Unless the context requires otherwise:

- (a) references to legislation include amendments, re-enactments, or replacements;
- (b) words importing the singular include the plural and vice versa; and headings are for convenience only and do not affect interpretation.

23.8 Acknowledgement

By continuing to use GTC AU's Services, you acknowledge that you have read, understood, and agreed to be bound by these **Terms and Conditions**, together with our **Financial Services Guide**, **Privacy Policy**, and **Dispute Resolution and Complaints Handling Policy**.