



Terms & Conditions

AETOS Capital Group Pty. Ltd.

26 September 2016

V20160926



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Australian Financial Services Licence number: 313016

Preparation date: 26 September 2016

Version: V20160926



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By accessing and using this website or software offered by AETOS Capital Group Pty Ltd (“AETOS”), you agree to be bound by the Terms & Conditions contained herein.

Access to website and software

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

AETOS grants individual users the right to display and print items from AETOS 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 AETOS Intellectual Property remains the sole ownership of AETOS. No transfer of rights is to be recognised by any authorised use to end users by AETOS.

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

This Agreement

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

AETOS may from time to time update this Terms & Conditions instrument. It is your responsibility to read the latest Terms & Conditions document to ascertain your obligation of use.

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

Acceptance of AETOS service

Prior to accepting services offered by AETOS, clients should read, acknowledge and agree to the Product Disclosure Statement, this Terms & Conditions and the Financial Services Guide. You can obtain a free copy by either visiting AETOS website www.AETOScg.com or contact AETOS by using the details at the beginning of this Terms & Conditions.

AETOS provides general financial product advice only. General advice does not take into account your objectives, financial situation or needs. You should consider your circumstances before choosing to proceed with using AETOS services. Also, trading margin FX contracts and CFD products involves high risk, you should be aware of all risks associated with trading AETOS margin FX contract and CFD products and read through this Terms & Conditions, the Product Disclosure Statement (“PDS”) and the Financial Service Guide (“FSG”).



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

AETOS cannot be held liable for any damage or loss as a result of your inability to access this website or software provided by AETOS or for financial loss resulting from a cyber security attack to the extent permitted by law.

AETOS reserves the right to determine your application prior to providing any service to you. In AETOS' 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 AETOS; or
4. The applicant is a company which is not eligible for AETOS service.

Privacy Information

It is your responsibility to provide AETOS with your up-to-date personal information. If trading is delayed, suspended, or halted, AETOS 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. AETOS 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 AETOS. 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.

AETOS complies with our corporate policies and the Collection Statement signed by the Client at the time of registration. We will not disclose your personal information to any third parties outside AETOS except for the purposes of assisting a regulatory body's investigation and complying with our Privacy Policy. This will be handled by a responsible person from AETOS.

AETOS is a secure site adopting a 256-bit encryption key for all client details and transactions. We are partnered with Verisign for added client security. All client transactions and details are handled with the utmost confidentiality.

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



Applicable Law

AETOS warrants 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.

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

Severability

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

General Information Only

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

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

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

Taxation

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

Moreover, by using AETOS' 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 AETOS against any taxation claims from the client's residential country.

AETOS utilisation of MT4 platform

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

1. AETOS acts as a third party in trading CFD derivative products through the software program;
2. Express consent is to be given to AETOS to make the trade on the client's behalf, as though the client has



made the order themselves;

3. AETOS 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. AETOS is not liable for any loss or delay in the trade orders;
5. The client has raised all concerns, questions and enquiries pertaining to AETOS services and AETOS' 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 AETOS against any claims of loss as a result of trading through the software offered by AETOS.
8. The client relinquishes the right to any interest on funds deposited in AETOS' designated client trading accounts.
9. The client understands that individual client accounts are not separated from each other but are pooled together and acknowledges that the pooled money is held on trust for the client until the client withdraws the money, uses the money to place a trade or otherwise provides AETOS with a legal right to that money because of outstanding fees owed to AETOS or in any other such circumstances as referred to in these Terms & Conditions.

Reserved Rights

AETOS reserves AETOS right to modify or cancel any client's accounts without notice.

AETOS reserves the right to modify, amend or update any part of this Terms & 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 & Conditions. The client is responsible to obtain the latest Terms & Conditions at all times and understand their liability and indemnity against AETOS.

AETOS Contact Details

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

AETOS Capital Group Pty Ltd
Level 15, 122 Arthur Street, North Sydney, NSW 2060, Australia
Phone: +61 2 9929 2100



Facsimile: +61 2 9929 2055
Email: compliance@aetoscg.com

AETOS makes no guarantee on the time frame which an AETOS representative will reply to your enquiry.

External Links

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