

Unless you have disclosed to us that you are acting in trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf when obtaining services from us.

When you use our services, you are promising that you will not breach any law in Australia or any other country.

20. Providing instructions by telephone

We only offer telephone services if our online Trading Platform is unavailable for some reason. When providing instructions by telephone, you will need to provide us with adequate identification information.

21. Tax implications

Margin FX Contracts and CFDs can create tax implications. Generally, if you make a gain attributable to an exchange rate or price fluctuation, that part of the gain is included in your assessable income. Conversely, if you make a loss attributable to an exchange rate or price fluctuation, that part of the loss is deducted from your assessable income.

However, the taxation laws are complex and vary depending on your personal circumstance and the purpose of your trading. Accordingly, you should discuss any taxation questions you may have with your tax adviser before using our products or services.

22. What are our different roles?

We are the product issuer. This means that we issue the products described in this document, and do not act on behalf of anyone else. That is, we act on our own behalf when we provide the services. We do not act on your behalf.

We are also the service provider. Our website (and at times, our Representatives) can give you general advice and help you use the trading services.

23. What should you do if you have a complaint?

We aim to provide superior customer service. In the event you are dissatisfied with any aspect of our service; please give us the opportunity to investigate and answer your questions.

If you wish to lodge a complaint:

1. First compile all documents that relate to your complaint and any questions that you wish to have answered.
2. Inform our Client Services Team and/or your Account Manager with details of your complaint. You can call us on +61 3 9093 3400, or alternatively email us at support@thinkmarkets.com. We will review the situation and will resolve it at this initial level if we can.
3. If the matter is still not resolved to your satisfaction, please ask the staff member that has been dealing with your case to escalate your complaint to their Line Manager to investigate. The staff member should consequentially provide you with their Line Manager's contact details.
4. If your dispute is still not resolved you may refer your case to the Complaints Officer, who will conduct an independent review and contact you directly. Please set out your complaint clearly in writing.

▪ **Mail:**

ThinkMarkets - Complaints Officer
Level 18
357 Collins Street
Melbourne, VIC, Australia 3000

Email: support@thinkmarkets.com (Please mark your email Attention: Complaints Officer)

At this stage we will try to resolve your complaint within a period of forty-five (45) calendar days from the day of the initial complaint. The Complaints Officer will provide a full written response to you.

We will try and resolve your complaint quickly and fairly within prescribed timeframes.

If you are not satisfied with the outcome of your complaint you have the right to refer the matter to the Australian Financial Complaints Authority (AFCA) within two (2) years from the date of our final response or another external dispute resolution body of which we are a member. Contact details for AFCA are outlined below:

You can contact the AFCA on 1800 931 678 or +61 1800 931 678 (if outside Australia) or in writing. You can also contact the AFCA through their website: www.afca.org.au.

Mail:

Australian Financial Complaints Authority Limited
GPO BOX 3
Melbourne VIC 3001
Australia

24. Glossary

- **Account** means your trading account for the trading of financial products, which is established in accordance with this Product Disclosure Statement, the Financial Services Guide, and the Client Terms and Conditions. We allow some clients to hold multiple Accounts.
- **ASIC** refers to the Australian Securities and Investments Commission.
- **AUD** refers to the Australian dollar.
- **Base Currency** refers to the currency in which your trading Account is denominated, and also refers to the currency on the left of a quoted trading pair. Any profit or loss on a trade is converted into the Base Currency. See Step 3 of Section 4 of this PDS for an example.
- **Business Day** refers to a day on which commercial banks are open for business (including dealings in foreign exchange) in the two host countries of the relevant Currency Pair, or in the case of CFDs, the relevant exchange times to where the CFD is being traded.
- **Client Terms and Conditions** refers to the terms and conditions that you are required to agree to before you can use the products described in this PDS. They are incorporated by reference into the PDS. You can obtain a free copy of this document by contacting us using the details at the start of this PDS.
- **Contracts for difference (CFD)** is a Leveraged financial instrument that changes in value by reference to fluctuations in the price of an underlying instrument such as a share, a share index, a commodity or digital currency.
- **Currency Pair** refers to the value of one named currency relative to another named currency.
- **EUR** refers to the euro – the official currency of the European Union.
- **Forced Liquidation** is described in Section 4 of this PDS.
- **Free Equity** means your Total Equity less your current Total Margin requirement.
- **FSG** refers to the Financial Services Guide issued by us.
- **FX** means Foreign Exchange.
- **Initial Margin** is the initial deposit required by us before you can trade with us. See Step 2 in Section 4 of this PDS.
- **Leverage** is the ability to pay only a small amount of the value of a currency as an initial payment to open a trade. Also known as “gearing”.

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- **Loco London Gold and Silver** refers to the place at which gold is physically held and to which a particular price applies. Loco London gold means not only that the gold is held in London but also that the price quoted is for delivery there.
- **Margin** is the amount that you must have in your Account to enter into a Margin FX Contract or CFD with us. It includes Initial Margin plus any further Margin that we require after the Initial Margin is required but before the Contract is closed.
- **Margin Call** is a demand for additional Margin to be deposited into your Account to meet your Total Margin Requirement because of adverse price movements on your open positions that have resulted in a Margin Call as defined by our Margin Call policy which is available free of charge on our Website.
- **Margin Close-Out Amount** means a percentage (being at least 50%) determined by us, of the aggregate Initial Margin or Total Margin that we require (whichever is higher) in respect of each of the open positions in your Account.
- **Margin FX Contract** means a contract to pay or receive the change in value of a currency pair depending on whether the price rises or falls.
- **PDS** means Product Disclosure Statement.
- **PIP** is the smallest possible move in a currency price.
- **Product Intervention Order** (or **PIO**) means the *ASIC Corporations (Product Intervention Order—Contracts for Difference) Instrument 2020/986*
- **Representative** includes a director or employee of ThinkMarkets, and a director or employee any company related to ThinkMarkets, as well as any other entity that is appointed as an authorised Representative of ThinkMarkets.
- **Retail Client** means a customer or potential customer of ThinkMarkets who is not a Wholesale Client or a Sophisticated Investor.
- **Rollover Interest** means the costs that are calculated daily on your overnight positions.
- **Sophisticated Investor** means a person who would be a Wholesale Client only through the application of section 761GA of the Corporations Act 2001 (Cth). This requires the person to sign a special Sophisticated Investor letter.
- **Spot Rate** refers to the price that a Currency Pair or commodity, share or index is quoted at, for an immediate “on the spot” transaction. All prices quoted by us are quoted using the Spot Rate.
- **Spread** is described in our FSG under the heading “What fees and commissions are payable to TF Global?”, which forms part of this PDS.
- **Stop Loss Order** has the meaning as set out in clause 10 of this PDS.
- **Total Equity** is the total of the current cash balance in your Account and your current unrealised profits and losses.
- **Total Margin** means the sum of your margin requirements for all your open positions.
- **Trading Platform** means our password protected online electronic trading systems and portals (including via web access, mobile or other device or downloadable platforms) that we make available to you, either directly or indirectly through our third party service providers, and through which you can deal with us..
- **T+2** refer to a rule that most funds settle within 2 Business Days after the trade day.
- **USD** refers to the United States dollar.

- **Website means** www.ThinkMarkets.com
- **Wholesale Client** has the same meaning as in section 761G of the *Corporations Act 2001 (Cth)* but does not include a Sophisticated Investor.