

## CMC Markets – Third Party Terms & Conditions – TradingView

1. These Third Party Terms & Conditions (“**Third Party Terms**”) are applicable from when you first connect the trading account through which CMC Markets Asia Pacific Pty Ltd (“**CMC Markets**”, “**we**”, “**us**” or “**our**”) provides or makes available Products to you (“**Account**”) to the TradingView Inc. (“**TradingView**”) web-based charting, social network and analysis system (“**TradingView System**”). These Third Party Terms form part of a wider agreement between you and CMC Markets.
2. Our agreement with you consists of these Third Party Terms and the following documents:
  - A. for retail clients:
    - i. the CMC Markets Asia Pacific Pty Ltd Product Disclosure Statement - Derivative Products issued on the Next Generation Platform (“**PDS**”);
    - ii. the CMC Markets Asia Pacific Pty Ltd Financial Services Guide (“**FSG**”); and
    - iii. any other terms and conditions applicable to your Account or the Platform.
  - B. for CMC Pro clients:
    - i. the CMC Markets Asia Pacific Pty Ltd Information Memorandum - Derivative Products issued on the Next Generation Platform (“**IM**”); and
    - ii. any other terms and conditions applicable to your Account or the NextGen Platform.

These documents are collectively referred to as the “**Agreement**” and can be found on our website [here](#). In the event of a conflict between these Third Party Terms and any other document which forms part of the Agreement, these Third Party Terms will apply.

3. Capitalised words and expressions used but not otherwise defined within these Third Party Terms have the meaning given to them in the PDS or IM as applicable.
4. When you connect your Account to the TradingView System, your Orders are executed on the Platform.

As such, you understand and agree that:

- A. TradingView is a third-party provider and is not affiliated, connected or associated with CMC Markets or any of our associated entities. Your relationship with TradingView is governed by separate contractual terms to which CMC Markets is not a party. When you connect your Account to the TradingView System, we will use TradingView’s software in conjunction with our Prices and Order execution policies to execute any Orders you place via the TradingView System. The TradingView System is a standalone system from our Platform;

- B. any Orders you place on TradingView will be executed through the Platform in accordance with the Agreement and these Third Party Terms;
- C. any and all financial services (as that term is defined in the Corporation Act 2001 (Cth)) provided to you in connection with the TradingView System are provided by CMC Markets. TradingView provides no financial services to you via the TradingView System;
- D. TradingView is authorised to access your Account information (and CMC Markets is authorised to provide such Account information to TradingView) to enable your Orders to be executed via the Platform. You authorise TradingView to (i) view your account information, including Positions and transaction history (ii) view your Orders, trades and related documents (iii) transmit to the Platform your instructions to place, modify and cancel your Orders (iv) view market prices; and (v) view available trading products;
- E. Prices displayed within the TradingView System are indicative only and the Price at which an Order will be executed may be different or less favourable to you than the Price displayed on the TradingView System when you place the Order. You are responsible for checking the Price at which an Order has been executed. We enter into all trades with you using Prices quoted by us through our Platform. You can use the Platform for primary Position management;
- F. CMC Markets relies on the TradingView System to provide us with Order data, including Pending Orders. In the event of differences between the Platform and the TradingView System, we will take all reasonable steps to reconcile the difference as appropriate. However, if any differences remain between the TradingView System and the Platform, then the figures displayed on the Platform will prevail. Such differences may either be to your advantage or disadvantage;
- G. an Order will only be deemed to be received by the Platform at the time at which the Platform actually receives it, which may not be immediately after you submit that Order in the TradingView System;
- H. it is possible that before the Platform receives a Limit Order, Take Profit Order, Stop Loss Order, Trailing Stop Loss Order, or Guaranteed Stop Loss Order from the TradingView System, numerous Price updates will have occurred;
- I. you can only place Orders on the TradingView System for certain financial products and those financial products may not be the same as all of the financial products you can trade on the Platform. If you trade certain financial products on the Platform that are not available to Order on the TradingView System, all transaction history or other trading information which may be available on the Platform in relation to those financial products will not be available on the TradingView System. There may be a

difference in the account balance shown on the TradingView System to that which is shown on the Platform;

- J. you are fully responsible and liable for all Orders that are entered on your Account, when you access the Platform via the TradingView System;
  - K. you assume full responsibility and liability for any and all risks and/or losses (whether direct or indirect) incurred as a result of or in connection with (i) your use of or access to the TradingView System, or (ii) any data, charting package or other information provided via the TradingView System which is inaccurate or incomplete in any respect;
  - L. the TradingView System is provided to you on an 'as is' and 'as available' basis, without warranty or guarantee of any kind, either express or implied. CMC Markets does not guarantee or warrant the accuracy or completeness of the TradingView System, or endorse its suitability for you and we do not guarantee or warrant that the TradingView System will be uninterrupted or error-free;
  - M. in no event will CMC Markets be held liable for any claims, losses or any other liability, whether direct or indirect, including for any special, incidental, punitive or consequential damages, that arise out of your use of or inability to use the TradingView System. All limitation of liability provisions set out in the PDS or IM as applicable to your Account shall apply, as if set out here in full;
  - N. nothing in these Third Party Terms limits CMC Markets' ability to exercise its rights in accordance with the PDS or IM applicable to your Account; and
  - O. if you have any technical issues with the TradingView System or queries about its features or functionality, you should contact TradingView via their customer help centre. If you have any questions about your Account, trades or the Platform, please contact our client management team at [support@cmcmarkets.com.au](mailto:support@cmcmarkets.com.au).
5. CMC Markets may withdraw, suspend, cancel or reduce your Account's connection and/or access to the TradingView System at any time in its sole and absolute discretion without prior notice to you.
6. You will not:
- A. sublicense, sell, lease, or otherwise provide a third party access to the TradingView System or any other software or systems you may access in connection with the TradingView System (together the "**TradingView Software**") or otherwise use the TradingView Software on behalf of third parties or allow third parties to use the TradingView Software on their own behalf (including use in connection with any timesharing or service bureau, outsourced or similar service), except as expressly permitted under these Third Party Terms, or any other agreement you may have with

TradingView;

- B. use manual or automated means to trawl, mine, scrape, frame, or mirror the TradingView Software or otherwise access or use the TradingView Software not in accordance with these Third Party Terms or any other agreement you may have with TradingView;
- C. disassemble, decompile or reverse engineer the TradingView Software, create derivative works based on the TradingView Software, or use the TradingView Software to develop any competing offerings;
- D. attempt to hack, defeat, or overcome any encryption technology or security measures regarding the TradingView Software or any other systems, or gain any unauthorised access to any systems or accounts;
- E. transmit any viruses, malware, or malicious code or otherwise interfere with or disrupt the operation of the TradingView Software;
- F. promote illegal activity or violate any applicable local, state, national or international law;
- G. post or transmit any information or data that is discriminatory, unlawful, defamatory, abusive, harassing, threatening, indecent, pornographic, obscene, fraudulent or otherwise inappropriate or infringes any intellectual property or privacy or other rights of any person;
- H. modify, obscure, or remove any links or proprietary notices included in the TradingView Software or any information, data or content provided via the TradingView Software;
- I. use the TradingView Software in a way that is not for its intended purposes or that will adversely affect TradingView or reflect negatively on it or its goodwill, name or reputation, or disparage TradingView or its partners or offerings;
- J. state, suggest, or imply any sponsorship, endorsement, or other relationship between TradingView and CMC Markets other than the relationship pursuant to which CMC Markets' Accounts are connected to the TradingView System as described within these Third Party Terms;
- K. publish or distribute any analysis or benchmarking of the TradingView Software or its performance; and
- L. otherwise violate any of TradingView's published rules that are applicable to you upon your awareness of such rules, policies or guidelines.

7. CMC Markets may amend these Third Party Terms in whole or in part at any time without prior notice, and in our sole and absolute discretion, by updating them on our Website and the TradingView System login webpage. If you do not accept the amendment, you can terminate the Third Party Terms in accordance with clause 8.
8. Unless otherwise agreed, these Third Party Terms will terminate following the closure of the Account(s) you connected to the TradingView System by either you or us (in accordance with the PDS or IM as applicable) or following the closure of your TradingView account, or the withdrawal or cancellation of your Account's connection to the TradingView System in accordance with clause 5. Clauses 4 J – 4 N and 10 will continue to apply after termination of these Third Party Terms.
9. You can revoke the authorization granted to TradingView to access your Account by logging out of your TradingView account.
10. These Third Party Terms and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of New South Wales, Australia. Each party irrevocably agrees that the courts of New South Wales (and those courts which have the right to hear appeals from them) have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Third Party Terms or their subject matter or formation.