

TradingView Subscription Terms and Conditions

February 2024



1. Introduction

Pepperstone clients who meet the qualifying criteria are eligible to receive either an Essential, Plus or Premium subscription plan to TradingView for free (the "Offer") in accordance with these terms ("Terms").

If you would like to participate in the Offer, please follow the instructions on the Website. All new clients that meet the Initial Qualification Criteria will automatically be enrolled in the Offer. Existing clients who would like to join the Offer and meet the Initial Qualification Criteria, will need to email support@pepperstone.com to join the Offer.

At any time, you can let us know that you'd like to stop receiving Codes for the TradingView Subscription Plan by sending an email to support@pepperstone.com confirming your name, email and account number.

If you choose to opt out of the Offer, you'll be able to re-apply again at any time.

By participating in the Offer, you agree to observe and be bound by these Terms.

Words that we use in these Terms

Account means the unique trading account that we create for a client when they successfully register with us via our website;

Client Agreement means the applicable terms and conditions and associated documents that govern your Account with us.

Code(s) the unique code provided by us to qualifying clients to enable clients to access the TradingView Subscription Plan for free.

Initial Qualification Criteria means the initial qualification requirements for the relevant TradingView Subscription Plan specified on the Website.

Renewal Qualification Criteria means the renewal qualification requirements to continue to receive the relevant TradingView Subscription Plan specified on the Website.

Timeframe means the timeframe in which you must meet the Renewal Qualification Criteria, as specified on the Website.

TradingView Subscription Plan means a subscription to either the Essential, Plus or Premium plan on TradingView as described on <https://www.tradingview.com/pricing/>, subject to these Terms.

"We" "us" or "our" means the Pepperstone entity you hold your Account with and who you have entered into the Client Agreement with.

Website means [link to the landing page].

"You" "your" or "yours" means you, if you meet the criteria under clause 2 of these Terms.

2. Eligibility: TradingView Subscription

- A. In order to qualify for and maintain the TradingView Subscription Plan, you must:
 - i. be over eighteen years of age;
 - ii. have an Account with Pepperstone;
 - iii. meet the Initial Qualification Criteria; and
 - iv. meet the Renewal Qualification Criteria within the Timeframe.

- B. If you're a new client and meet the Initial Qualification Criteria, we'll provide you with the Code for the TradingView Subscription Plan by email within 24 hours of you meeting the Initial Qualification Criteria. If you're an existing client and meet the Initial Qualification Criteria, we'll provide you with the Code for the TradingView Subscription Plan by email within 24 hours of our Customer Support Team confirming that you have been accepted onto the Offer..

- C. If you meet the Renewal Qualification Criteria, we'll provide you with a Code for the TradingView Subscription Plan by email within 24 hours of the end of the Timeframe.

- D. If you fail to meet the Renewal Qualification Criteria within the Timeframe, we'll stop providing you with Codes for the TradingView Subscription Plan.

- E. The Timeframe for the Renewal Qualification Criteria is counted from the moment a TradingView Subscription Plan is assigned to you by Pepperstone and a Code is delivered, not when a Code is entered onto the tradingview.com website.

- F. We may update the Initial Qualification Criteria and/or Renewal Qualification Criteria from time to time. It's your responsibility to be aware of the Initial Qualification Criteria, Renewal Qualification Criteria and other terms and conditions.

- G. Clients will only be eligible to receive one TradingView Subscription Plan per client.

3. Using the TradingView Subscription Plan

- A. Using the TradingView Subscription Plan to trade with Pepperstone must be in accordance with the Client Agreement. It may not be used in any manner that constitutes an unacceptable use, including but not limited to use that may be unlawful, illegal, or inappropriate.

- B. You shouldn't consider anything in the Offer or these Terms as a recommendation, offer to buy or sell, or the solicitation of an offer to buy or sell any financial product or instrument, or to participate in any particular trading strategy. You shouldn't use this Offer as the basis for your trading decisions.

4. General terms

- A. We reserve the right to do the following things, at any time without prior notice and in our sole discretion:
 - i. change or cancel any aspect of the Offer, including stopping providing you with Codes for the TradingView Subscription Plan; and
 - ii. exclude anyone from the Offer for any reason.

- B. You must participate in this Offer in good faith. If:
 - i. you breach any provision of these Terms or our Client Agreement; and/or
 - ii. we've any reason to suspect you've acted fraudulently or obtained an unfair or unintended advantage under the Offer,
we reserve the right to immediately, without notice, exclude you from the Offer and/or suspend or permanently terminate Account access.

- C. The TradingView Subscription Plan and Code cannot be transferred to another person, another person's trading account or exchanged for other goods and services.

- D. If applicable, any trades that we subsequently void, reverse or cancel in compliance with the Client Agreement will not count towards the Initial Qualification Criteria or Renewal Qualification Criteria. If we've already provided you with TradingView Subscription Plan for trades that we subsequently void, reverse or cancel, we may terminate your participation in the Offer.

- E. You are responsible for the required internet access and hardware necessary to connect to and operate the TradingView Subscription Plan. Pepperstone isn't responsible or liable for any losses you may suffer as a result of using or accessing the TradingView Subscription Plan, including but not limited to power failures, technical failures, any communication or data failure, trading platform failures, system failures, and internet or network failures.

- F. Your access to the TradingView Subscription Plan in one instance doesn't represent a commitment by us to offer the TradingView Subscription Plan to you in the future.

- G. This Offer isn't open to residents of any jurisdiction where the Offer would be contrary to local laws and regulations.

- H. You understand and agree that you're entirely responsible and liable for all transactions entered into on your Account using the TradingView Subscription Plan.

- I. We'll update any changes to these Terms on our Website. By continuing to participate in the Offer, you'll be deemed to have accepted the updated terms.

- J. These Terms are prepared in English. All translations in other languages are for convenience only and the provisions of the English version will prevail.

- K. These Terms (including any non- contractual disputes and claims) are governed by and construed in accordance with laws set out in the Client Agreement and you submit to the non-exclusive jurisdiction of the courts of that place.