Demo Platform Terms and Conditions

General

Pepperstone is the trading name of the Pepperstone group of companies. The Demo Platform is made available by Pepperstone Operations Pty Ltd (ACN 637 203 448) and its related and affiliated entities (together, "**Pepperstone"**, "**we"**, "**us"** and "**our"**).

The demo platform is a risk-free way to try out our trading systems. "**Demo Platform"** refers to any online software we provide, either directly or through a third-party service, for you to test trading with our products, including all data or information available within it**.** Your access to and use of the Demo Platform is subject to these terms and conditions and any notices, disclaimers or other statements contained in the Demo Platform (collectively called "**Terms"**). By downloading and using the Demo Platform, you agree to be subject to the Terms.

If you decide to open a live account, your dealings with us will be governed by the applicable customer documents depending on which Pepperstone entity you hold your trading account with and the regulations that apply to you.

Terms and Conditions

1.1 You must be 18 years of age or older to use the Demo Platform.

1.2 We grant you a personal, non-exclusive, revocable and non-transferable licence, to access and make personal and non-commercial use of the Demo Platform for the limited purpose of trialling trading in margin FX contracts and CFDs in accordance with these Terms. No other rights are granted in respect of the Demo Platform.

1.3 The Demo Platform is for demonstration purposes only and any trades you place do not create any rights or obligations between us and you. The information, content and functionality including pricing and order execution of the Demo Platforms may differ from the live trading platforms.

1.4 Pepperstone does not warrant that any information, content or functionality of the Demo Platform will display, operate or otherwise perform in the same way as the live trading platforms.

1.5 The products and services described on the Demo Platform vary from time to time and may not always be available or may be restricted. Due to local restrictions, certain products available on the Demo Platform may not be available on the live trading platforms.

1.6 You must:

a. take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into any computer hardware, software, applications, equipment or network facilities you use to access the Demo Platform;

b. not make the Demo Platform available to a third party;

c. not copy, reproduce, duplicate or modify the Demo Platform or any content or data displayed on the Demo Platform; or

d. not re-distribute, re-sell, re-transmit, publish, sub-licence, disclose, display or make commercial use of the Demo Platform or any content or data provided within the Demo Platform in whole or in part.

1.7 You are entirely responsible for the use of the Demo Platform on your device(s), the security of your device(s) and all login details. You must contact Pepperstone should you lose or have your device(s) or login details compromised or stolen.

1.8 You acknowledge and agree that your account(s) on the Demo Platform may be archived or deleted after 30 days of inactivity (which means no trading or login activity during that period).

1.9 The Demo Platform is provided on an “as is” basis, without any express or implied warranty or guarantee from us and we don’t promise that it’s fit for any particular purpose.

1.10 We and our licensors (as the case may be) will retain the intellectual property rights in all elements of the software and such software and databases contained within the Demo Platform and you will not in any circumstances obtain title or interest in such elements.

1.11 For any market data or other information provided through the Demo Platform, you agree that: (a) neither we nor third-party providers are liable for inaccuracies or omissions; (b) neither we nor third-party providers are responsible for your actions based on this data; and (c) you will use the data in compliance with the applicable regulations.

1.12 Nothing in these Terms seeks to alter or change the terms and conditions you have agreed with and obligations you owe to any device manufacturers, network service providers and/or providers of App stores through which you have obtained any devices, mobile services or downloaded Apps. At all times, you will continue to comply with all the terms and conditions applicable to the devices on which you install the Demo Platform.

1.13 We may suspend your access to the Demo Platform immediately and without notice if you breach any of these Terms or to otherwise protect our interests.

1.14 To the maximum extent permitted by law, we won’t be liable in any way for any loss or damage suffered by you through your use of or access to the Demo Platform, or our failure to provide the Demo Platform.

1.15 We amend these Terms from time to time. Every time you wish to use the Demo Platform, please check the Terms to ensure you understand the Terms that apply at that time.

1.16 These Terms are governed by the laws in force in the jurisdiction of the Pepperstone entity you hold your demo trading account with and you submit to the non-exclusive jurisdiction of the courts of that place.