

Website Agreement

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OLIVE FINANCIAL MARKETS

1. INTRODUCTION

This website, including all content, design, marks and layout, is owned and operated by Olive Financial Markets Pty Ltd (**Olive**) ABN 46 145 551 739 who holds an Australian Financial Services Licence (AFSL 390906), Olive affiliates, or Olive service providers and subject to copyright, trademark and other laws.

We may update this agreement from time to time and you are responsible for periodically reviewing the most current version posted on www.olivefinancialmarkets.com.au and/or www.olivefx.com. Your continued use of the site following the posting of a revised Website Agreement on www.olivefinancialmarkets.com.au and/or www.olivefx.com constitutes acceptance of the updated Website Agreement.

By using our website and/or by acknowledging that you have read this Agreement, you accept and agree to comply with this Agreement.

2. LIABILITY

The use of this website is at your sole risk. To the extent permitted by law, Olive, its directors and employees, and its related entities or affiliates, do not make any representations or warranties as to the quality, accuracy, reliability, timeliness or completeness of the material in the website or material in websites linked to this website or any other form of communication from us, and are under no obligation to inform you should Olive become aware that any representation or information becomes inaccurate. Except in so far as liability under any statute cannot be excluded, the company, its directors, employees and consultants do not accept any liability (whether arising in contract, tort, negligence or otherwise) for any error or omission in the material or for any loss or damage (whether direct, indirect, consequential or otherwise) suffered by the recipient of the information or any other person.

3. GENERAL INFORMATION ONLY

Any information contained within this website should be used as general information only as it does not take into account your personal circumstances, personal investment needs or objectives. It is not investment, professional, legal or other advice.

4. INDEMNITY

Subject to any applicable law that cannot be excluded, you agree to indemnify Olive, its affiliates and its representatives harmless against any and all liabilities, losses, damages, suits, claims, demands, costs (including court costs and legal fees), fines and actions of any kind or nature whatsoever for which they may become liable, or which they may suffer as a result of your use of www.olivefinancialmarkets.com.au and/or www.olivefx.com, your breach, violation or non-performance of any term or condition of this Website Agreement, or your violation of any third party rights relating to this website.

5. PERSONAL INFORMATION

5.1 What type of personal information do we collect?

In this Agreement, "personal information" means in relation to you, your name, contact phone numbers, email addresses, search terms used or entered by you, your IP address and any other information that due to the use of technology and other means can be collected about you.

As a condition of using Olive's website, you may provide personal information including your name, contact phone numbers and email address, and you request, authorise and consent to us collecting information about you including but not limited to your IP address and search terms used by you. You authorise and consent to us collecting, using and retaining any and all personal information and without in any way limiting the foregoing you us to collect, use and retain the personal information.

5.2 How we use your personal information

Olive may collect, use, store or disclose your personal information in order to provide you with the products or services that we offer. Some of these purposes may include the ongoing review and improvement of the information and content on our website, to conduct analysis required to detect malicious data and understand how it may affect your IT system, to verify your information or to understand your needs and interests. Your personal information may also be used for legal reasons such as to comply with our contractual obligations, to comply with relevant laws, regulations, codes of practice and court orders.

As a fundamental term of this agreement and to the extent permitted by law, you request, authorise and consent to us providing the personal information to other parties including without limitation related entities, direct affiliates, third-party service providers or other parties ("Other Parties") who may use this personal information to provide you with products or services that you may be interested in. You request, authorise and consent to Other Parties contacting you by any mode of communication including telephone and email for the purposes of undertaking research and marketing any products and services. Without in any way limiting the above, in entering personal information, you request that you be contacted by Other Parties for the purposes of receiving information on products and services.

It is agreed between Olive and you, that this request is an enquiry by you of Olive and the Other Parties in relation to their products and services. Your requests and consents in relation to being contacted for products and services, includes financial services, securities and derivatives trading alerts, trading, managed discretionary accounts and market making. In this Website Agreement, a reference to you requesting or consenting contact means that you are soliciting that contact.

By acknowledging and agreeing to this Website Agreement, you are providing Olive with express consent to use your personal information for an indefinite time period as stipulated within this document, subject to your right to opt out below.

6. OPT OUT

You may terminate this Agreement and/or opt-out of receiving further information from Olive or Other Parties at any time, by sending an email to the following address: support@olivefx.com.

7. THIRD PARTY WEBSITE LINKS AND INFORMATION

This site may contain links to third party websites or information from third parties which will be clearly identifiable. Olive are in no way responsible for the accuracy or endorse the opinions expressed in this material and should not be taken as recommendations or opinions of our company. The third party websites are not governed by this Website Agreement and may have their own privacy notices or policies which you should review.

8. COPYRIGHT AND TRADEMARKS

All trademarks, trade names, service marks and logos displayed throughout this website are the property of Olive or licensed by third parties. You may not display, use these as a link, use as a meta-tag without our prior written consent. Nothing contained in this agreement shall be construed as conferring any license or right to any trademark or other intellectual property rights of our company or any other party.

9. USAGE OF INFORMATION

Any information made available to you by Olive is strictly for private use only and may not be reproduced, distributed, sold, published, broadcast, circulated or made available to the public in any form without our written consent. To the maximum extent permitted by law, you agree not to distribute the information contained on this website.

10. BREACH OF THE WEBSITE AGREEMENT

If you breach any of the terms of the Website Agreement which you have accepted, we will notify you of the breach and give you a specified period of time to remedy the breach. Failure to remedy the breach in the specified time may result in possible legal action being taken by us.

11. ENFORCEABILITY

If any part of this agreement is unenforceable, illegal or void then it alone is severed, and the rest of this agreement remains in force.

12. CONTACT US

Please contact support@olivefx.com with any questions or concerns you may have in relation to this Website Agreement or how we have handled your Personal Information, or to request access to personal information in our possession or to refuse to withdraw consent to our collection, use and disclosure of personal information. We will address any privacy concerns you may have within a reasonable period of time. If you think that we have failed to resolve the question or concern to your satisfaction, you can contact the Office of the Australian Information Commissioner.