



Fusion Copy Trading

Terms & Conditions

Date: 16th Oct 2024

These terms and conditions contain important information, including disclaimers and limitations of liability.

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Definitions and Interpretation

In this Agreement, unless the context otherwise requires or implies, the following expressions have the meanings set opposite each of them:

Applicable Law	The Corporations Act 2001 (Cth), and any other statute, statutory instrument or general law that is applicable to a party in connection with these Terms.
Application Form	The application form to become a Customer made available on the Website by Fusion, from time to time.
Customer	The person, firm, or company that has requested any Services. This can be further defined as either a Lead Copier or a Trade Copier.
Lead Copier	The Customer whose trades and strategies are being copied. This individual or entity makes the trading decisions that other Customers, using Trade Copier, will follow.
Trade Copier	The Customer who copies the trades made by the Lead Copier.
Credit Reporting Body	<p>Has the meaning given to this term in the Privacy Act 1988 (Cth).</p> <p>Force Majeure Event means any act, event or cause including:</p> <ol style="list-style-type: none"> a. an act of God, peril of the sea, accident of navigation, war, sabotage, riot, act of terrorism, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the party concerned), epidemic, quarantine, radiation or radioactive contamination; b. an action or inaction of a Government Agency, including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; or

	<p>c. breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material,</p> <p>To the extent that the act, event or cause directly or indirectly results in a party being prevented from or delayed in performing one or more of its obligations under these Terms and that act, event or cause is beyond the reasonable control of that party;</p>
Fusion	Fusion means Gleneagle Securities Pty Ltd T/A Fusion Markets EN.
Personal Information	Your name, address, date of birth, credit card details, Fusion login details, broker login details and any other information you have entered into the Service about yourself which the Service identifies as "personal information".
Portfolio	A portfolio of investments available through the Third Party Trading Platform.
Profile Information	The information stored in your profile on the Website, including your name, your Portfolio, your trading activity and such other information you have entered into the Website about yourself.
Server	An internet-connected server, virtual or otherwise, provided by Fusion for the Customer's use;
Services	Any services supplied or to be supplied by Fusion, including but not limited to the provision of online trading services in respect of foreign exchange products and derivatives through a Third Party Trading Platform;
Third Party Information	<p>Information supplied by another Customer or third party and incorporated into the Website or Service, including:</p> <ul style="list-style-type: none"> a. Current Price and historical price information in relation to investments available through the Third Party Trading Platform; b. content provided by other Customers;
Third Party Trading Platform	A trading platform operated by a third party which is selected by Fusion through which the Services are provided;

Trade Copy	The service provided by us as described in clause 11.
Website	Means the website in which Fusion provides its Services.
Your Content	Means the content uploaded, posted, linked to, stored, communicated, sent or transmitted on the Website or via the Services.

Part A: Overview and Membership

1. Customer acceptance

- a. This agreement, governed by these terms and conditions (Terms), is made by and between Gleneagle Securities Pty Ltd T/A Fusion Markets (referred to as Fusion, we, us, our) and the Customer (referred to as you or your).
- b. Subject to the terms and conditions of this agreement, Fusion agrees to provide the Services.
- c. The Customer agrees to use the Services in good faith in accordance with these Terms and Applicable Laws.
- d. The Customer agrees to be bound by these Terms by using, browsing or accessing any part of the Services. If you do not accept these Terms, you must not use the Services.
- e. The Customer agrees to comply with any policies, procedures, operating rules and directions of Fusion from time to time in relation to the operation of the Services, your access to the Fusion Services and the manner of performance of your obligations under these Terms.

2. Amendments to Services and Terms

- a. The Services are subject to change at any time without notice and may contain errors.
- b. Fusion may from time to time review and update these Terms, including to take account of new laws, regulations, products or technology. Your use of the Fusion Services will be governed by the most recent Terms posted on the Website. By continuing to use the Services, you agree to be bound by the most recent Terms which will be made available on the Website. It is your responsibility to check the Website regularly for updated versions of the Terms.

3. Entire agreement

This agreement is intended to cover all Services provided by Fusion and received by the customer. This agreement contains the entire understanding between Fusion and Customer with respect to the Services described in the Order and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between Fusion and the Customer. The Customer acknowledges and agrees that its entire right relating to Fusion Services are as set forth in this agreement.

4. Term

- a. This Agreement commences when we provide Services to you.
- b. Unless terminated by Fusion or in accordance with clause 10 of this agreement, this agreement will automatically continue.

5. Termination of Agreement

- a. If the Customer breaches any of its obligations under this agreement or the Acceptable Use Policy, Fusion may terminate this agreement at any time and without prior notice.
- b. The Customer may terminate this agreement by clearly communicating the request to Fusion via email.

6. AML/CTF Obligations

The Customer acknowledges and agrees:

- a. In order for Fusion to meet its applicable Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) obligations, Fusion is required to verify the identity of its customers and obtain certain information about their beneficial owners;
- b. Fusion may at any time request further information from you to verify your identity and/or the source of monies credited or to be credited to your Fusion account and you agree to meet Fusion's request. If you do not provide Fusion with the information as requested, or there is a delay in you providing this information to Fusion, Fusion may not be able to open your Fusion account, or may suspend your access to the Fusion Services.
- c. Fusion may disclose your Personal Information to a Credit Reporting Body to verify your identity and obtain an assessment of whether the information you have provided us with matches the information provided by the Credit Reporting Body.
- d. Fusion is not liable for any loss incurred by you as a result of any action of Fusion which either delays a Fusion account being opened or results in an Application being declined, when these actions are necessary for Fusion to comply with its AML/CTF obligations; and
- e. Fusion may require further information from you from time to time in order to meet its AML/CTF obligations and you agree to provide Fusion with whatever additional information is reasonably required in order for, Fusion to meet its AML/CTF obligations.

Part B: Fusion Copy Trading

7. Trading Service

- a. We may assume the authenticity of any instructions given or purportedly given through a Third Party Trading Platform by you or any person claiming to be your representative. We are not obliged to enquire into any authenticity of instructions received through the Third Party Trading Platform and you authorise us to act upon any instructions it reasonably believes to be authentic.
- b. We reserve the right at all times to decline to accept your instructions through the Third Party Trading Platform without explanation or prior notice for reasons including where:
 - i. our instructions are ambiguous, incomplete or unclear;
 - ii. your instructions would result in a breach of the law;
 - iii. it is not possible to place an order on the market.
- c. We will inform you of any instructions which are declined as soon as reasonably practicable.
- d. We will use our best endeavours to pass on accepted instructions, but we do not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time, due to reason including if:
 - i. your instructions are contrary to this Agreement or the terms applicable to the Third Party Trading Platform;
 - ii. the trade is unexecuted due to any act or omission of the Third Party Trading Platform;
 - iii. your instructions are ambiguous or incomplete;
 - iv. your instructions would result in a breach of the law; or
 - v. you have insufficient funds available.

8. Fees and Payment

- a. The Customer agrees to pay Fusion, without limitation, for the Services they use. This may include an agreed minimum monthly trading volume fee, a flat monthly fee, or any applicable performance fees or spread markups, as determined by the Lead Copier's setting or any other agreed arrangement.
- b. In respect of the Trade Copying Service:
 - i. you may also be required to pay a fee in relation to any Portfolios which you choose to follow and/or copy. The fee may be based on a flat fee or calculated based on any returns you generate in connection with the Trade Copying Service. This fee may be wholly or partially retained by us or passed on to the Lead Copier.
 - ii. Fusion reserves the right to charge the Customer standard hourly rates to cover the resolution of excessive or unusual problems or complaints in relation to Fusion Copy Trading trades.
 - iii. Performance fees will generally be processed the next business day.

- iv. The equity on the Trade Copier's account must be sufficient in order for the performance fees to be processed and paid to the Lead Copier.
- v. If the equity is insufficient within the Trade Copier's account, Fusion will not be liable to cover these costs. An attempt will be made to process Performance Fees again when equity becomes available in the Trade Copier's account.
- vi. If this Agreement is terminated while there are outstanding performance fees owed to the Lead Copier, these fees will still be processed as usual, unless otherwise communicated.

9. Cancellation Policy

- a. We accept cancellation on any Service up until the Renewal Date, which occurs every 30 days from the date that the Services were originally purchased ("Renewal Date"). Fees are charged to you on the Renewal Date and in accordance with clause 8 even if no trading volume has been made.
- b. Any cancellation requests must be received via email or a cancellation through the member's area before the renewal invoice is generated. Any cancellation requests received after this time will not be processed until the following month. There are no partial refunds or credits for early cancellations.
- c. Upon cancellation of your account and termination of these Terms, you will no longer have access to the Services, other than those portions of the Website which are publicly available to all Customers. Any such use of the Website by you will continue to be subject to these Terms.

10. Refund Policy

- a. All payments to Fusion are final and non-refundable unless otherwise stated. Any refunds on products that are eligible for a refund are at the discretion of Fusion.
- b. Your obligation to pay fees continues through the end of your membership period during which you cancel your membership.

11. Trade Copying

- a. A Trade Copying service is a copying system operated through Fusion Markets that allows investors to automatically copy the trades of your preferred trader in real-time.
- b. You may choose to use our Trade Copying Service while you are a member.
- c. The Trade Copying Service Solution provides the following functionality:
 - i. Other members can choose to publish their trading activity.
 - ii. You can choose to follow and copy the trading activity.

- d. Foreign exchange products and derivatives (such as contracts for difference or CFDs) are highly leveraged products. They may not be suitable for you as they carry a high degree of risk to your capital, and you can lose more than your investment. You should ensure you understand all of the risks. The Trade Copier services provided are not a recommendation from us to buy or sell, but rather a set of tools to enable you to adopt a specified analysis method. This information should only be used by investors who are aware of the risk inherent with trading.
- e. By using the Trade Copying service, the Customer acknowledges and accepts the following responsibilities:
- Trade Copying does not provide any guarantees, either for performance or profit. Customers acknowledge that all trades carry inherent risks and past performance does not guarantee future results.

Trade Copier:

- You are fully responsible for monitoring and managing your account while using the Trade Copying service.
- You must decide whether to continue copying trades or stop at any time.
- If you no longer wish to follow a Lead Copier, it is your responsibility to request disconnection from the service.
- You are responsible for adjusting your risk setting according to your own discretion and risk tolerance.
- You acknowledge that you understand the potential risks and losses associated with copying trades.

Lead Copier:

- You are fully responsible for all trades generated by the Trade Copier.
 - You maintain complete control over the trading strategies and decisions shared with others, including the ability to modify trades, risk settings, or turn off the Trade Copier at any time.
 - You acknowledge that the Trade Copier follows your trades at their own risk, and you cannot guarantee profits or protection from losses.
- f. Please be aware that while the demo environment is similar to the live environment there will be differences in the way trades are processed and executed.
- g. Fusion does not take responsibility for any electronic or technological errors that occur while using the Trade Copying Service. In particular, Fusion is not responsible for any costs or losses, including, but not limited to, those incurred as a result of the use of the Trade Copying Service.

Part C: Technical Details

12. Data storage

Data stored on Fusion systems is not guaranteed to be backed up. It is recommended that Customers keep an independent copy of all data.

13. Fusion Administrative Login and Management Software

To facilitate network/server management, inventory and related activities, all Fusion Servers include a Fusion administrative account and password and/or a Fusion daemon. All reasonable precautions are taken by Fusion to maintain the security of these tools and the privacy of client data. Customers must not tamper, hinder, delete, or in any way change the functioning of these tools. To do so intentionally or otherwise is grounds for the immediate suspension of Customer's hosting account.

14. Temporary Services Suspension

- a. The Customer agrees that it may be necessary for Fusion to temporarily suspend Services for technical reasons or to maintain the Fusion network, the equipment or any other facilities, the timing of which will be as determined by Fusion.
- b. Such suspension of the Services will not be an interruption of the Fusion Services for the purpose of calculating network availability or the Customer's entitlement to credit for network interruption.

15. Emergency Service Suspension

- a. Fusion may interrupt the Services at any time for any duration of time, without penalty or liability for any claim by the Customer, where necessary to prevent improper or unlawful use of Fusion Services or network. Such suspension of Services will not be an interruption for the purpose of calculating network availability or the Customer's entitlement to credit for network interruption.

16. Compromised or Hacked Server

- a. A compromised or hacked server is a serious threat to our network. Fusion, at its sole discretion, will take any and all measures to prevent a compromised server from doing additional damage to its own system and files or to the rest of the network.
- b. If you believe your system may have been hacked, immediately report the situation to Fusion technical support. Fusion will examine your system and may implement additional monitoring of your system.
- c. If a Fusion system administrator believes a server on our network is compromised, Fusion will:
 - i. disconnect the server from the network.
 - ii. contact the Customer.
 - iii. provide evidence of the server being hacked.

17. Fusion Administrative Account and Software

- a. For the purposes of Network/Server maintenance, inventory and related activities, Fusion staff and management retain the right to administrative access to any and all Servers on their network. To facilitate this, all Fusion Servers include a Fusion administrative account and/or daemon designed for these purposes. See the Acceptable Use Policy (AUP) for more details.
- b. Fusion makes no warranty or representation, either express or implied, with respect to this software, the hardware, or documentation, including their quality, performance, merchantability, or fitness for a particular purpose.

18. Software Products

- a. Because software is inherently complex and may not be completely free of errors, you are advised to verify your work. In no event will Fusion be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of or inability to use the software, hardware, or documentation, even if advised of the possibility of such damages.
- b. In particular, Fusion is not responsible for any costs, including, but not limited to, those incurred as a result of the use of the software, loss of data, the costs of recovering such software or data, the cost of substitute software, claims by third parties, or for other similar costs.

Part D: General Terms and Definitions

19. Portfolio information

You consent to Fusion disclosing to other Customers information regarding the current and historical performance of your portfolio.

20. Third Party Trading Platform

- a. You acknowledge and agree that:
 - i. we are not responsible for the Third Party Trading Platform;
 - ii. we do not recommend or endorse any investments in or available through the Third Party Trading Platform, and we assume no responsibility or liability in relation to the quality of such investments;
 - iii. you authorise the Third Party Trading Platform to provide information about your Portfolio to us.
 - iv. in addition to being bound by these Terms, you are bound by any terms and conditions of the Third Party Trading Platform
 - v. it is your responsibility to assess and research each trade and Investment and determine its suitability for your purposes.
- b. To the greatest extent permissible by law, you further acknowledge and agree that we are not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:
 - i. any defect in our computer systems, or any delay, fault, failure in or loss of access to the Third Party Trading Platform;
 - ii. telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the computer systems of the Third Party Trading Platform;
 - iii. your incorrect operation of the Third Party Trading Platform;
 - iv. inaccuracy, error or omission in any material, data or information provided by you or any other third party through the Trade Service;
 - v. actions of third parties in respect of the Third Party Trading Platform; or
 - vi. any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the Trading Platform other than as a direct result of our fraud, wilful default or negligence.

21. Third Party Information

- a. The Services incorporate Third Party Information.

- b. Fusion is not responsible for the Third Party Information and makes no representation as to the accuracy, reliability, timeliness or appropriateness of the Third Party Information. You acknowledge that Current Price information may be delayed by up to 24 hours or longer in extraordinary circumstances.
- c. Any recommendations or statements of opinion contained in the Third Party Information are those of the relevant third party and are not adopted by or attributable to Fusion.

22. No Recommendations

- a. You acknowledge that Fusion is not authorised to, and does not through the Fusion Services, provide personal financial product advice (within the meaning of the Corporations Act).
- b. All information provided on the Fusion Services is, unless otherwise indicated, factual information and does not involve any recommendation or statement of opinion by Fusion or any third party. Such information does not take into account your objectives, financial situation or needs and you should consider obtaining professional financial advice before making any investment decisions.
- c. References to the performance of your Portfolio are to the past performance of that Portfolio. Past performance should not be taken as an indication of future performance.
- d. Tools in the Service for:
 - i. comparing the relative performance of Portfolios;
 - ii. displaying Portfolios with particular characteristics; and
 - iii. displaying Portfolios of other Customers on the basis of particular Profile Information, present factual information only and do not convey any recommendation or statement of opinion by Fusion that a Portfolio is generally suitable for Customers or is suitable for you.

23. Disclosure

- a. You acknowledge that you have been provided with access to our Product Disclosure Statement through the Website at: <https://fusionmarkets.com>

24. Disclaimer of Warranties and Limitations of Liability

- a. Customer agrees to not rely on any representation, description, illustration or specification that is not expressly stated in these Terms.
- b. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by Schedule 2 to the Competition and Consumer Act 2010 (ACL), or any other Applicable Law, that cannot be excluded, restricted or modified by agreement.
- c. To the extent permitted by law (including the ACL), Fusion excludes all warranties, whether express or implied (not including any consumer guarantees under the ACL), including any warranties or representations concerning availability of the Fusion Services, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Fusion services including content, all links to or from the Fusion services and the goods and services advertised or accessible using the Fusion services. Subject to the consumer guarantees provided for in consumer protection legislation (including the ACL), we do not warrant that you will have continuous access to the Fusion services.

- d. We will not be liable in the event that the website is unavailable to you or due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- e. Except where Fusion fails to meet a consumer guarantee under the ACL and notwithstanding any other provision of these Terms, Fusion will not be liable to you for:
 - i. any damage, loss or expense resulting from or caused by:
 - a. any act of Fusion which was carried out in good faith (notwithstanding that such act may have been in breach of these Terms or negligent);
 - b. your investment decisions and any acquisitions and sales of investments you make, regardless of whether they were made in light of content available on the Fusion services;
 - c. fluctuations in the value of investments;
 - d. any act or omission of any third party;
 - e. any inaccurate or incorrect Third Party Information;
 - f. any inaccurate or incorrect information in Your Content or otherwise provided by you;
 - g. any event or circumstance beyond Fusion's reasonable control including, without limitation, a Force Majeure Event;
 - h. any breach of these Terms, negligence, default, fraud or dishonesty by you;
 - ii. any direct or indirect lost profit, loss of opportunity, incidental, consequential or special damages, howsoever the loss is caused and regardless of whether it was foreseeable or not,
 - iii. any unauthorised or illegal access or interference with the Customer's server/network unless such access or interference is caused by the intentional unlawful acts of Fusion, its agents or employees.
- f. If, despite the foregoing limitations, Fusion or any of its shareholders, directors, officers, employees or representatives should become liable to Customer or any other person in connection with this agreement for any reason, then the maximum aggregate liability of Fusion, its members, shareholders, directors, officers, employees and representatives for all such things and to all such parties will be the amount of any fees received from you in the preceding [12] months in the aggregate of all claims.

25. Indemnity

Customer agrees to indemnify Fusion and its members, shareholders, directors, officers, employees, agents, contractors, and representatives from and against all damages, losses, costs and expenses (including actual legal fees and costs), fines and liabilities incurred by or awarded, asserted or claimed against Fusion or any of its members, shareholders, directors, officers, employees and representatives in connection with any of the following:

- a. Customer's negligence, activities or omissions, or
- b. breaches of its obligations under this Agreement, including claims brought by a person using; or relying upon any advice, communication or publication produced and distributed by Customer.

26. Intellectual Property

- a. All intellectual property rights (including copyright and patents) in the Fusion Services and all components of them are owned or licensed by us unless otherwise indicated. You must not copy, modify or transmit any part of the Fusion Services or any content except as permitted in these Terms.
- b. The Fusion Services contain trademarks, logos, service names and trade names of Fusion or third parties that may be registered or otherwise protected by law. These include the Fusion logo. You are not permitted to use any trademarks, logos, service names or trade names appearing on the Fusion Services.
- c. We grant you a non-exclusive and non-transferable licence to use the Website. You may not download (other than page caching) or modify the Website.

27. Your Content

- a. Subject to certain restrictions and limits outlined in this clause and clause 29.2, the Website and Services may allow you to upload, post, link to, store, communicate, send or transmit content (Your Content) on the Website.
- b. You grant to us a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, modify, reproduce, adapt, communicate, display, perform and distribute Your Content in relation to and only for the purpose of our operation of the Website and Services.
- c. You represent and warrant that Your Content does not infringe any third party intellectual property rights and that you own or otherwise control all of the rights to the content or that you have obtained all necessary authorisations and consents to post, link to, store or communicate Your Content and to grant us the rights in clause 28(b), that Your Content is accurate, that the use of Your Content does not violate these Terms and will not cause any loss or injury to any person. You agree to be solely responsible for any of Your Content that you post to the Website and through the Services.
- d. Fusion has the right, but not the obligation, to monitor any Content (including Your Content) made available on the Website or Services. We reserve the right, in our absolute discretion, to block, modify or remove any Content (including Your Content) without notice, and will not be liable in any way for possible consequences of such actions. If you have a complaint regarding any Content, our sole obligation will be to review any written complaint notified to us and, if we see fit, in our sole discretion, to modify or remove the particular Content.

28. Acceptable Use Policy

1.28.1 AUP requirements

- a. Customers shall at all times comply with and help ensure that they comply with the terms of the current version of the AUP. Customer agrees that Fusion may amend the terms of the AUP from time to time by posting a new or different version of the AUP.
- b. For existing customers, changes shall come into effect one month after they are published on the Fusion website.

- c. This AUP is not exhaustive. Fusion has the right to refuse service to anyone at any time without warning or prior notice. No refunds of fees paid will be made if account termination is due to a violation of the AUP as outlined above.
- d. This policy recognises the fundamental fact that no one owns or controls the Internet. Fusion cannot monitor or control all the activities of our Customers. We do not intend to actively screen, review, censor, edit or take responsibility for the activities or content of our Customers. The Customer, not Fusion, assumes all responsibility relating to their Internet activities including, but not limited to:
 - i. Aspects of the Customer's business.
 - ii. Content and data provided by or through a Customer for use with the Services.
 - iii. Decisions about Customer's computer and communications systems needed to access the Services.
 - iv. Results obtained from using Fusion Services.
 - v. Compliance with all applicable laws and governmental regulations regarding Customer's business or use of the Services.
 - vi. Compliance with this AUP by the Customer.
- e. Activities conducted on the Internet are subject to many of the same laws and regulations applicable to the offline environment. Customers must exercise a high degree of judgement and responsibility with respect to their use of the Services, including the responsibility to comply with this AUP. Customers will violate this Policy when they or their affiliates engage in any of the following activities outlined in clause 29.2 below.

2.28.2 Prohibitions under the AUP

- a. Network and Other Abuse
 - i. Using the Fusion network or other Fusion resources in any way that adversely affects other Fusion Customers is strictly prohibited. This includes but is not limited to:
 - a. Gaining or attempting to gain unauthorised access to servers or services. Such attempts include 'Internet scamming' (tricking other people into releasing their passwords), password robbery, security hole scanning, port scanning, probing, monitoring or testing for system or network vulnerabilities.
 - b. Introducing viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, packet bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
 - c. Intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return addressing information and IP addresses. Using IP addresses which were not assigned to them by Fusion.
 - d. Maintaining an Open Email Relay/Open Data Relay or allowing any data to be sent through one's server by an unrelated third party, including, but is not limited to, via open email gateways and open proxy servers.

b. Illegal Content

- ii. Accounts may be terminated that include content or which have links to content that:
- a. Is unlawful or is considered offensive by the web community.
 - b. Promotes injury or physical harm against any group or individual.
 - c. Promotes or teaches illegal activities.
 - d. Exploits or depicts children in a negative/sexual way.
 - e. Infringes on copyright, patents, trademarks, trade secrets, or other intellectual property including pirated computer programs, cracker utilities, warez and software serial numbers or registration codes.
 - f. Violates any law, statute, ordinance or regulation governing the Customer's business or activities, including without limitation the laws and regulations governing export control, unfair competition, false advertising, consumer protection, issuance or sale of securities, trade in firearms, privacy, data transfer and telecommunications.

c. SPAM or Unsolicited Commercial Email

- a. Fusion has zero tolerance for the sending of SPAM or Unsolicited Commercial Email (UCE) over our network. Fusion Customers cannot send UCE and cannot host sites or information advertised in UCE. Customers must take all reasonable precautions to secure their servers and sites against SPAM exploits (e.g. open email relays and insecure cgi scripts).
- b. Violating our UCE or SPAM policy will result in penalties. Upon detection or notification of a violation of our UCE policy, Fusion will initiate an immediate investigation. During this time, outgoing mail may be suspended from the offending IP address to prevent further violations. If a Customer is found to be in violation of our UCE policy, Fusion will impose penalties and/or, at its discretion, restrict or terminate the offending account and the Customer's access to our network. Repeated or serious violations may result in the immediate termination of the account. SPAM is a very serious matter. Please do not SPAM and take all precautions against SPAM exploits.

29. Registration and Login

- a. Certain parts of the Fusion Services are only accessible to Customers who have "logged in" or paid the relevant fee.
- b. You represent and warrant that you are the individual identified in the Application Form, you have all necessary authorities in respect of your Portfolio and that all information you have supplied to us in connection with your use of the Fusion Services is true and correct.
- c. You represent that you do not hold an Australian Financial Services (AFS) Licence and are not an authorised representative of an AFS Licence holder.

- d. When using the Fusion Services, you are responsible for maintaining the confidentiality of your login details and for restricting access by third parties to your account. You agree to be liable if your login details are used by an unauthorised person and are fully responsible for all activities that are conducted under your membership. If you believe that any of your login details have been compromised, lost or misplaced, you must contact us immediately by email at help@fusionmarkets.com. You must exercise particular caution when accessing the Fusion Services using the Software from a public or shared computer or mobile device so that others are not able to view or record your login details or other Personal Information.

30. Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

31. Contacting Fusion

If you have questions about the Fusion Services, these Terms or the Privacy Policy, please contact Fusion by emailing help@fusionmarkets.com.

32. Governing Law

- a. The Terms of this Agreement are governed by and must be construed in accordance with the law of the state of New South Wales, Australia. The Customer submits to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.
- b. If any provision of this agreement is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the provision shall be deemed to be severable from the remaining provisions and shall not affect their validity or enforceability.