



# Terms & Conditions

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By accessing and using this website or software offered by NAG Markets (Pacific) Limited ("NAG"), you agree to be bound by the Terms and Conditions contained herein.

## Access to Website and Software

This website, software and associated Intellectual Property items including text, graphic, images are property of NAG in its exclusive right. You may not use any materials published for any other purpose other than personal use.

NAG grants individual users the right to display and print items from their website and software in its original form, for personal use only. You may not use any of the said items other than personal use.

All of NAG Intellectual Property remains the sole ownership of NAG. No transfer of rights is to be recognised by any authorised use to end users by NAG.

You are prohibited from using any materials published on the NAG website or displayed on NAG's software for defamatory purposes.

## This Agreement

This Terms and Condition document represent your acknowledgement and agreement in the use of NAG's website and its software. You must read, acknowledge, agree and abide by all terms and conditions contained herein.

NAG may from time to time update this Terms and Condition instrument. It is your responsibility to read the latest Terms and Condition document to ascertain your obligation of use.

If a client is in disagreement with this Terms and Condition, they must cease using the services offered by NAG and notify NAG immediately.

## Acceptance of NAG's Service

Prior to accepting services offered by NAG, clients should read, acknowledge and agree to the Product Disclosure Statement and Terms and Condition. You can obtain a free copy by either visiting our website [www.nagmarkets.com](http://www.nagmarkets.com) or contact us using the details at the beginning of this Terms and Conditions.

NAG provides general financial product advice only. General advice does not take into account your objectives, financial situation or needs. You should consider your circumstances before



choosing to proceed with using our services. Also, trading margin FX and CFD products involves high risk, you should be aware of all risks associated with trading NAG's Forex / CFD products and read through this Terms and Conditions, our Product Disclosure Statement ("PDS").

It is a legislative requirement for NAG to disclose all information relating to its services and liability prior to the client beginning their trade. By the use of the software provided by NAG, the client is said to have read and accepted all terms and conditions disclosed before him.

NAG cannot be held liable for any damage or loss as a result of your inability to access this website or software provided by NAG.

NAG reserves the right to determine your application prior to providing any service to you. In NAG' determination, reasons for denial of service include but not limited to:

The applicant is a minor (i.e. under age 18); or

The applicant is from a jurisdiction which is not able to enjoy this service; or

The applicant has previously been banned from service by NAG; or

The applicant is a company which is not eligible for NAG's service.

## **Privacy Information**

It is your responsibility to provide NAG with your up-to-date personal information. If trading is delayed, suspended, or halted, NAG cannot be held liable for your loss as a result of incorrect information provided by you.

You are responsible to keep your username and password in a safe place and prevent any theft thereof. NAG cannot be held liable for any loss incurred shall your username and password is misused, or another party gaining access to your account without the knowledge of NAG. You acknowledge risks exist on electronic transmissions, in particular, privacy information over the internet. It is your responsibility to ensure your account information is not released to unauthorised personnel.

NAG complies with our corporate policies and the Collection Statement signed by the Client at the time of registration. We will not disclose your personal information to any third parties outside NAG except for the purposes of assisting a regulatory body's investigation and complying with our Privacy Policy. This will be handled by a responsible person from NAG.

NAG is a secure site adopting a 256-bit encryption key for all client details and transactions. We are partnered with Verisign for added client security. All client transactions and details are handled with the utmost confidentiality.

NAG discloses that no personal information will be disclosed to anyone without the express consent of the client.



## **Applicable Law**

NAG warrants that the law governing financial services vary around the world. It is your obligation to ensure you comply with the law and regulation of your country prior to using this product.

NAG does not provide indemnity or warranty to any client on the use and access of this website and associated software products offered by NAG.

## **Severability**

Should any part of this Terms and Condition be held unenforceable, the remaining provisions of this Terms and Condition shall continue to be binding and enforceable.

## **General Information Only**

Any information contained or offered by NAG including news, bulletins, articles or reports should be considered as general information only. NAG does not provide any warranty on the accuracy of the information published.

In so far as third party information, NAG expressly disclose they are not in direct control over the information published. Any reader shall have no claim against NAG on the information's accuracy or opinion being expressed.

NAG is not in a position to offer professional financial advice. Any information contained on NAG website, or associated software is considered general information only. It shall not be interpreted as professional advice or opinion.

## **Taxation**

NAG is a financial service provider and not a tax agent nor representative for the commonwealth. By using NAG service, the client acknowledges all taxation matters are the client's responsibility, and shall make no claim against NAG.

Furthermore, by using NAG's service, the client is deemed to have taken all necessary steps to comply with their taxation obligation in their respective country. The client is deemed to indemnify NAG against any taxation claims from the client's residential country.

## **NAG Utilisation of MT5 Platform**

By using NAG's software and service, the client acknowledges:

NAG acts as a third party in trading CFD derivative products through the software program;

Express consent is to be given to NAG to make the trade on the client's behalf, as though the client has made the order themselves;



NAG has no direct control over the market, or the software which trades over the market;  
Trade will be processed by the software program, which is governed by a third party. NAG is not liable for any loss or delay in the trade orders;

The client has raised all concerns, questions and enquiries pertaining to NAG's service and their associated software programs prior to trading;

The client is completely aware of the risk of trading through the software program, this includes the risk of market loss, or loss due to delay in trade due to latency of communication;

The client will indemnify NAG against any claims of loss as a result of trading through the software offered by NAG.

### **Reserved Rights**

NAG reserves their right to modify or cancel any client's account without notice.

NAG reserves the right to modify, amend or update any part of this Terms and Conditions without notice. The effect of such modification, amendment or update will continue to bind the client as if they read the latest version of the Terms and Conditions. The client is responsible to obtain the latest Terms and Conditions at all times and understand their liability and indemnity against NAG.

### **NAG's Contact Details**

For more information, you can contact NAG with details below:

NAG Markets (Pacific) Limited

Address: Suite 1501A, 275 Alfred Street, North Sydney, NSW 2060, AUSTRALIA

Email: [cs@nagmarkets.com](mailto:cs@nagmarkets.com)

NAG makes no guarantee on the time frame which a NAG representative will reply to your enquiry.

### **External Links**

NAG may from time to time provide web-links to other providers or websites. NAG cannot guarantee the accuracy on information contained in third party websites or their associated softwares. No liability on NAG shall arise as a result of the client's reliance on third party information.