

THIRD-PARTY SOFTWARE AGREEMENT

The Terms of Business will apply to any orders or trades conducted using third party software. Orders will be executed in accordance with the Order Execution Policy. Further, order execution and related functionality may be different depending on the platform and/or software used.

OANDA makes no warranty or representation, either express or implied, with respect to platforms and services which are provided by third parties separate from OANDA Australia (Pty) Limited and its affiliated companies (“OANDA”) through OANDA’s API, (“Third Party Software”), including their quality, performance, merchantability, fitness for a particular purpose or that they are error free.

You acknowledge that there are important differences when using Third Party Software to access your OANDA account.

You assume full responsibility and risk of loss you may suffer as a result of using, or accessing, Third Party Software. In no event will OANDA be liable to you or any third party for any claims; losses; costs or expenses (including attorneys’ fees); or direct, indirect, special, incidental, punitive or consequential damages arising out of the use of or inability to use Third Party Software, even if advised of the possibility of such damages.