

**Terms & Conditions
governing OANDA Australia Pty Ltd's
Premium Accounts**

Last updated: 5 May 2025

The following terms and conditions shall apply to the OANDA Australia Pty Ltd ("OAU") Premium Accounts ("Program").

By participating in the Program, each participant agrees to observe and be bound by these terms and conditions and any relevant policy issued by OAU from time to time. OAU reserves its absolute rights to revise and amend these terms and conditions from time to time without prior notice. In case of disputes, the interpretations and decisions of OAU shall be final and binding on all participants.

1. Eligibility Requirements

1.1. The Program is open to all OAU customers. All accounts are subjected to OAU's new account requirements and must meet the Premium Accounts Eligibility Criteria (Table 1) in order to qualify for this Program.

Table 1: Premium Accounts Eligibility Criteria

Eligible Customers	Account Type	Qualifying criteria EITHER Deposit OR Volume requirement	
		Deposit requirement	Notional Traded Volume within the previous 90 days
New Customer	Premium Spreads	First 30 Days Deposits AUD 10,000	USD 30 million and above
	Premium Commission		
Existing Customer	Premium Spreads	Last 60 Days Deposits AUD 10,000	USD 30 million and above
	Premium Commission		

1.2. This Program is only valid for "Eligible Customers" defined as

- a. New Customer
 - i. Customer opens a new OANDA account and is approved to trade in the account
- b. Existing Customer
 - i. A customer that has a current account with OAU.

1.3. OANDA does not allow Eligible Customers to open multiple accounts. In the event the Eligible Customer does open multiple accounts, only one account will be eligible for the Program

1.4. Employees and contractors of OANDA and their immediate family members shall not be eligible to participate in the Program. In addition, employees of any partners and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in the organisation or conduct of the Program as determined by OANDA, shall not be eligible to participate in the Program.

Anyone who meets the criteria above shall be deemed an Eligible Customer. Without prejudice to the generality of clause 1 above, OANDA shall have the sole discretion to determine eligibility under these Program Terms. Eligible Customers should read these Program Terms carefully and reacquaint themselves with Our Terms.

2. Mechanics of the Account Package

2.1. To qualify for a Premium Account, New Customers must meet the following criteria:

- a. Open a new OANDA account that is approved to trade on,
- b. Fulfill the First 30 Days Deposits requirements in accordance with Table 1, OR
- c. Accumulate a minimum notional volume in accordance to Table 1 within the previous 90 days, to be eligible for an upgrade.

2.2. To qualify for a Premium Account, Existing Customers must meet the following criteria:

- a. Fulfill the Last 60 Days Deposits requirement in accordance with Table 1, OR
- b. Accumulate a minimum notional volume in accordance to Table 1 within the previous 90 days, to be eligible for an upgrade.

2.3 To maintain a Premium Account status a client needs to meet the following criteria:

- a. Accumulate a minimum notional volume in accordance to Table 1 within 2 calendar quarters starting from the date of upgrade to maintain the account benefits.

2.4. In assessing the ability to maintain the Premium Account, OAU will verify the notional traded volume. It starts accumulating on the first day of the first month of each calendar quarter (1st January, 1st April, 1st July, 1st October)

2.5. In the event the customer is unable to meet the notional volume to maintain the account benefits, the account package will be reviewed and downgraded in the subsequent quarter.

Examples:

	Account Package In the 1st Quarter	Deposit requirement (AUD)	Notional Volume Traded in the 1st Quarter	Notional Volume Traded in the 2nd Quarter	Account Package Status in the 3rd Quarter
Person A (New client)	Premium Spreads	10,000	USD 10 million	USD 30 million	Maintain Premium Spreads
Person B (New client)	Premium Commission	10,000	USD 10 million	USD 10 million	Downgrade to Raw
Person C (Existing client)	Premium Spreads	10,000	USD 10 million	USD 10 million	Downgrade to Standard
Person D (Existing client)	Premium Commission	10,000	USD 10 million	USD 30 million	Maintain Premium Commission

2.6. Account Package benefits will be given in accordance to the benefits set out on the website [<https://www.oanda.com/au-en/trading/premium-accounts/>]. In the event of any inconsistency between these Terms and any marketing or promotional material, these Terms shall prevail.

2.7. The Account Package benefits are subject to withdrawal or change without notice and we reserve the right to modify the Account Package program, including these terms, at any time. This includes (but is not limited to) changes such as:

- a. Account Package qualification requirements and/or conditions;
- b. The type of benefits accruing to the various package (as applicable);
- c. Validity duration of the Account Package Benefits
- d. Special features, offers and/or promotions (as applicable) that may be available to various package

2.8. You accept that you are responsible for keeping yourself updated on any changes that OANDA may implement on the Account Package program from time to time.

If you have any questions, please feel free to contact the Relationship Management Team at sales-anz@oanda.com

3. General

3.1. By being included in the Account Package Benefits, you consent to OAU using such information and contacting you for the marketing efforts of OAU and/or its sponsor(s). If you wish to participate in any of our publicity events in Australia, you agree that it shall be done at your own expense. You further consent to the public disclosure of any statement, comment or quotation that you may give, and the reproduction, adaptation and translation into any language and publication of the same by OAU. You may withdraw your consent by contacting our Client Experience ("CX") Department at +61 2 8046 6258 or frontdesk@oanda.com.

3.2. Personal data will be processed for the purposes of conducting activities related to the organization, conduct, service and settlement of the Program, conduct electronic communication, for billing and archiving purposes. Personal data will be processed until the completion of the objectives set out above or prior withdrawal of consent to the processing of personal data by Eligible Customers (in a situation where the consent is deemed appropriate basis for data processing). For more information on how OANDA processes personal data, please see our Privacy Policy available at oanda.com.

3.3. The Account Package Benefits are subject to, and contingent upon, your compliance with these terms and the terms of business. In addition to any other rights and remedies we may have, any breach or suspected breach of these terms and/or the terms of business will entitle us to stop paying the Bonus immediately and without prior written notice, and/or reclaim payments previously paid pursuant to these terms.

3.4. Any dispute or situation not covered by these Terms and Conditions will be resolved by our management in a manner it deems to be fairest to all concerned and that decision shall be final and binding on all parties. We reserve the right to refuse to award the benefits under the Account Package if we have reasonable belief that the benefits are being abused in any way. Further, where any of these Terms and Conditions are breached or there is any reason to suspect a participant (including a Qualifying Participant) has acted fraudulently or obtained an unfair or unintended advantage pursuant to the Account Package, we reserve the right to stop or withdraw the benefits.

3.5. If OAU subsequently discovers that the individual is in fact not eligible for the Account Package, OAU may at its discretion reverse the account benefits and credit. No individual shall be entitled to any payment or compensation from OAU should any benefits be forfeited or reclaimed.

3.6. OAU shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Account Package, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, OAU assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage due mail.

3.7. The decision of OAU on all matters relating to the Account Package shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Account Package. No correspondence(s) will be entertained.

3.8. OAU may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Account Package, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OAU shall think fit, including without limitation, the eligibility of any customer, the bases and methods of identification of winners and any dates in connection with the Account Package and the Account Package period. OAU shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters.

3.9. This Promotion will be governed by the laws of Australia.

3.10 If any term of these Promotion Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted. If these Promotion Terms are translated into a language other than English, then the English version of the Promotion Terms shall prevail where there is an inconsistency

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