

Plus500CY Ltd.



Plus⁺500

World's Trading Machine

USER AGREEMENT (NON-US RESIDENTS ONLY)



Warning: Trading in Contracts for Differences (“CFDs”) and use of the Trading Platform (which allows high leverage investments in CFDs) carries a high level of risk to your investment. Make sure you fully understand the risks involved before becoming our Client and take investment, financial, tax or other advice if necessary. CFD trading may not be suitable for everyone. A detailed explanation of the risks associated with trading in CFDs and on the Trading Platform is set out in this User Agreement and the Risk Disclosure Notice (which can be found by clicking on the Risk Warning on the Website). You should ensure you fully understand such risks before entering into the User Agreement and start using the Trading Platform.

This User Agreement contains the following sections:

Key Facts Summary - Plus500CY Ltd

- Part One - Registration and Software
- Part Two - Transactions on the Trading Platform
- Part Three - Payments due on the Trading Platform
- Part Four - General Terms relating to our relationship with you
- Part Five - Definitions

You should read all the documents making up the User Agreement carefully and any other notices and or any other document that we have supplied to you.

We reserve the right to vary the User Agreement from time to time; this will normally be in response to a change in legislative or regulatory requirements (such as the imposition of a ban on certain short positions or new disclosure requirements) or a change in internal policy. You will be notified of a variation to the User Agreement through an electronic notification message on the Trading Platform. After such notification, you are free to accept the variation and continue using the Trading Platform or reject the variation and discontinue your use of the Trading Platform. In the event that you reject the variation, we will terminate the User Agreement in accordance with Section 22.7. Your continued use of the Trading Platform will constitute acceptance of the variation. Any variation to the User Agreement shall apply to all of your Positions and Orders from the time specified in our electronic notification message. We reserve the right to vary the Account Opening Form at any time.

This is our standard User Agreement which we intend to rely on to govern our relationship with you. For your own benefit and protection you should read the terms carefully before agreeing to them. If you don't understand any point in any of the documents making up the User Agreement please ask for further information at the ["Contact Us"](#) page on our Website. This page is also available through the “Help” menu on the Plus500 Trading Platform.

or against you. For example, a small price movement in your favour can result in a high return on the Margin placed for the CFD, but a small price movement against you may result in substantial losses. Margin is to protect you and us against adverse movements in your Transactions which result in you operating a running loss and / or owing money in relation to crystallised positions because the prices have moved against you since you opened them. We are not obligated to make a Margin Call and you are responsible for maintaining appropriate arrangements with us at all times for the communication of Margin Calls.

In some circumstances and at the sole discretion of Plus500CY Ltd, a Margin Call will not occur if your equity (cash on account with us and value of open positions) falls below the Margin Requirement.

Trading and resultant Transactions are not carried out on an exchange or market

You must act only for yourself ('as principal') and not on behalf of others

Conflicts of Interest

Fees

Complaints

For further details please refer to Clause 32 ‘Complaints’ found in Part Four of this agreement ‘General Terms Relating to our Relationship with you’. Our Complaints Procedure can also be found on the “Terms and Agreements” page on our website
<http://www.plus500.com.cy/en/General/TermsAndAgreements.aspx>

responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject;

- 1.1.3. who is a resident of Belgium or the United States of America. Furthermore, use of the Trading Platform is prohibited from anywhere in the United States of America; and/or
 - 1.1.4. who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.
- 1.2. Without derogating from the above, we reserve the right, acting reasonably, to suspend and/or refuse access to or the use of the Trading Platform to anyone.

- 2.1. You shall promptly inform us of any breaches or potential breaches of the User Agreement by you. Absent of such notifications any transactions may be voidable at our reasonable discretion.
- 2.2. Subject to the terms and conditions of this User Agreement, we hereby grant you a licence to install and use the Trading Platform Software, solely for your personal use and benefit in accordance with the terms of the User Agreement. Should the User Agreement be terminated for any reason, the licence will be revoked automatically and the Trading Platform Software must no longer be used.
- 2.3. If any Third Party Software is included within the Trading Platform, then such Third Party Software shall be provided subject to the terms of this User Agreement. You shall fully comply with the terms of any Third Party Software Licences that we provide you with from time to time. Please note that we do not provide support for Third Party Software or information provided thereon.
- 2.4. We reserve any and all rights to the Trading Platform not expressly granted to you by this User Agreement. All rights to the Trading Platform are licensed to you by us and not sold. All rights to the Trading Platform Software shall remain the property of the Company. Except for the licence expressly granted to you under this Section, no other Intellectual Property Right in the Trading Platform or any part thereof is granted or conveyed to you.
- 2.5. It is your responsibility to have in place and maintain in proper working order the appropriate computer hardware, operating system, sufficient back up means, appropriate virus protection/security checks, and any relevant Software to prevent damage and/or unauthorised access to the Trading Platform.
- 2.6. Please inform us in writing and in accordance with Section 23 if you encounter any problems with the Trading Platform, or have any suggestions for modifications, design changes and improvements. We shall have the right, but not the obligation, to make modifications to the Trading Platform based upon your suggestions. Any modifications, design changes and improvements made to the Trading Platform based on your feedback shall be the undisputed sole property of the Company.
- 2.7. We will use our best endeavours to deliver the Trading Platform with reasonable skill and care.

- 4.2.2. reverse engineer, disassemble or otherwise attempt to derive source code for the Trading Platform in whole or in part except to the extent expressly permitted by law; and
- 4.2.3. in any manner damage or impair any of our Intellectual Property Rights. You shall use your best efforts to protect our Intellectual Property Rights from infringement by third parties.
- The Trading Platform, all copies and any derivative works thereof (by whoever created), the associated goodwill and any Intellectual Property Rights in the Trading Platform, are and shall remain owned solely by us or our licensors. Except for the licence granted in Section 2.2, no other licence, right, or interest in any goodwill or Intellectual Property Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.
- Unless expressly permitted in this User Agreement, you shall not:
- 4.4.1. transfer, distribute or share the Trading Platform or any rights thereto under the User Agreement;
- 4.4.2. separate any part of the Trading Platform, or separately use any part thereof on any equipment, hardware or system whatsoever;
- 4.4.3. copy (other than one copy solely for backup purposes) the Trading Platform or any parts thereof;
- 4.4.4. copy remove or destroy any banners, logos or marks placed upon or contained within the Trading Platform;
- 4.4.5. enable unauthorised parties to use the Trading Platform;
- 4.4.6. attempt to reconstruct or discover any computer code, underlying ideas, or computer programming of the Trading Platform by any means whatsoever;
- 4.4.7. allow others to use the Trading Platform for the benefit of third parties;
- 4.4.8. work around any technical limitations in the Trading Platform, or use any tool to enable features or functionalities that are otherwise disabled in the Trading Platform;
- 4.4.9. use similar processes and functions to develop competing features or functions with the Trading Platform; or
- 4.4.10. use the Trading Platform or any Financial Data to conduct any fraudulent, inappropriate or illegal activities, including without limitation deceptive impersonation.



5.2. You agree and undertake to:

- 5.2.1. notify us of any changes to your personal and financial information and/or your financial condition through the "[Contact Us](#)" page on our Website;
- 5.2.2. provide true, accurate, current and complete Registration Data as prompted by the registration process; and
- 5.2.3. maintain and promptly update the Registration Data to keep it current and complete by emailing any changes through the "[Contact Us](#)" page on our Website;
- 5.2.4. inform us if you are Politically Exposed Person or if you have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position, while providing your Registration Data.
- 5.2.5. You agree that we may carry out credit and other checks (including but not limited to identity, fraud prevention checks and checks into your current and past investment activity) from time to time as we deem appropriate. Your Registration Data or other information may be used in the prevention of money laundering as well as for the management of your account. You authorise us to use your Registration Data and other information to perform the above checks in relation to your application. We or agents acting on our behalf may pass your details on to group companies, financial and other organisations (including law enforcement agencies). We undertake to use your data in accordance with our privacy policy outlined in section 8.

For further information please refer to our Anti-Money Laundering Policy which is located on our Website.

- 5.2.6. In the event we become aware of any illegal activity or impropriety in the Registration Data we may suspend your account. Should such an event occur we may not be in a position to release funds for legal reasons and may not be able to take subsequent instructions from you. We reserve the right to cancel trades should you be in breach of this Section.

5.3. Each time you enter into a Transaction with the Company you agree to repeat the following:

- 5.3.1. all information you have provided us with (in your Registration Data and subsequently) is true and accurate in all material respects;
- 5.3.2. you agree to be bound by the User Agreement;
- 5.3.3. you have read and fully understood the User Agreement, which incorporates the User Agreement, Risk Disclosure Notice, Order Execution Policy, Anti-Money Laundering Policy, Privacy Policy, Conflict of Interest Policy, Investor Compensation Fund, Company Information and Website Terms of Use;
- 5.3.4. you as an individual are 18 years of age or older;
- 5.3.5. you are not a Politically Exposed Person ("PEP") and do not have any relationship (for example relative or business associate) with a person who holds

or held in the last twelve months a prominent public position. If the said statement is untrue and in the event that you have not disclosed this already in the Registration Data, you must notify the Company as soon as possible if at any stage during the course of this User Agreement you become a PEP;

- 5.3.6. you are making each and every trade on your own behalf as principal; and
- 5.3.7. you are duly authorised to place any trade.
- 5.4. In relation to individual CFD transactions we will deal with you on an execution only basis at all times. Please note that we shall not provide you with any advice on the merits, or suitability of you entering into this User Agreement. We will not provide you with any tax advice. If you are in any way unsure about the terms of this User Agreement you should seek your own advice.

6. ASSESSING APPROPRIATENESS

- 6.1. Part of the Registration Data you provide allows us to assess whether our investment Services hereunder are appropriate for you, in accordance with the rules of the CySEC.
- 6.2. We are entitled to rely on the information you provide us with unless we are aware that such information is manifestly out of date, inaccurate or incomplete. We have no responsibility for the information which you provide to us and we may assess your knowledge, experience and appropriateness on the basis of the information you provide to us.
- 6.3. You will be asked to provide information to allow us to assess appropriateness as part of the account opening process. If we determine that our Services are not appropriate for your level of experience and/or knowledge of CFDs we will notify you and we may not be able to offer you a Trading Account with us.
- 6.4. If you elect not to provide the information required to allow us to assess appropriateness, or if you provide insufficient information, we may be unable to determine whether the Trading Platform is appropriate for you and therefore may decline your application to open a Trading Account.
- 6.5. Based on the information you provided us to assess appropriateness, you will be requested to select your leverage level: (a) default leverage of up to 1:50; (b) leverage of up to 1:100; (c) leverage of up to 1:180; and (d) leverage of up to 1:300. The selected level will set the maximum leverage in your account, therefore, certain instruments may have lower leverage. You can find information about the leverage per instrument in the platform. If we determine that the highest leverage level of 1:300 is not appropriate for your level of experience and/or knowledge, this leverage level will not be available for you. However, at our sole discretion and based on our re-assessment of your trading experience, we may allow you to increase your leverage level to 1:300 in the future. Should you wish to change the leverage level in your account, you will be able to do so at any time by contacting our Customer Support via the "[Contact Us](#)" page.

7. CONFIDENTIALITY

and agree that we may, in our sole discretion, add, remove or suspend from the Trading Platform, any Instrument, on any market, from time to time in the event of a stock transformation event (for example as the result of a takeover, share consolidation/split, merger, spinoff, MBO, nationalisation, de-listing, etc.) or if no customer Positions are held in a particular Instrument at that time. Additionally, in the event we are no longer able to continue to provide an instrument in its existing format, we reserve the right, in our sole discretion, to amend the content or terms of an instrument including its expiry date, trading hours or any other parameters in the instrument details tab by providing you with notice.

- 10.2. You agree that we may hedge or otherwise offset any transaction with other third parties in order to offset any liability or risk associated with any of your Transaction(s) you undertake with us. You acknowledge that we may, in our sole discretion, but at all times acting reasonably and in accordance with our regulatory obligations, amend the Content or terms of an instrument.
- 10.3. Please remember that in order to open a Transaction on the Trading Platform, you must either open a Buy or a Sell, at the price quoted by the Trading Platform at the time of such Transaction. In order to close a Transaction, you must either offer to Sell (in the case of a Buy), or purchase (in the case of a Sell), the Instrument covered by such open Transaction, at the price quoted by the Trading Platform at the time of such closing. Transactions or open Positions cannot be transferred to other CFD providers or their platforms. Full details of our Order-Execution Policy, which makes up part of the User Agreement, can be found on the Website.
- 10.4. The Trading Platform will provide a Buy quote and a Sell quote for each Instrument traded on the Trading Platform. Transactions can only be accepted during the Trading Hours specified for each Instrument. You acknowledge that upon opening a Buy or closing a Sell, you may only do so at the price quoted by the Trading Platform to purchase such Instrument. You further acknowledge that upon opening a Sell or closing a Buy, you may only do so at the price quoted by the Trading Platform for such Instrument.
- 10.5. On the Trading Platform, you shall be entitled to make an offer to open a Transaction at the best available price on the Trading Platform ("Market Order") at the time of opening such a Transaction, unless you specify a particular price in which to make an offer to open a Transaction ("Limit Order"). With respect to a Market Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the Order is submitted. You agree that your offer to open a Market Order may be accepted at a lower price or higher price than the price indicated by you in your Market Order, within a certain range as specified on the Trading Platform from time to time. If you choose to open a Market Order, your order will be accepted at the next available price offered on the Trading Platform, as defined by our Order Execution Policy.
- 10.6. Placing an Order does not guarantee that a Transaction will be entered into under the exact same terms that exist when the Order is placed. Similarly, with respect to a Limit Order, the price at which a Transaction is completed may not always be at the exact price displayed when the Order is submitted. The requested rate of a Limit Order is not guaranteed as the rate (price) can change by more than 1 pip at a time. You understand that Plus500 has the right to execute your Limit Order while taking into account the conditions offered on the instrument, including but not limited to the leverage ratio, at the time the Order is executed, rather than the conditions offered on the instrument at the time the Order was placed. At any time prior to acceptance of a Limit Order, you may cancel the Limit Order without any further liability. If you choose to open a Limit Order, your order will be executed once the requested rate is reached or surpassed, as

defined by our Order Execution Policy. As in certain circumstances, the margin requirements might increase from the time the Order was placed to the time the offer was accepted, although we will take steps to notify you about the increase, it is your responsibility to monitor your account and ensure that the available equity is sufficient to cover the margin required, in accordance with Section 18.

- 10.7. You agree that your offer to open a Transaction if accepted by us outside Trading Hours may not be capable of execution should the market not trade at the price stipulated once Trading Hours commence.

11.STOP AND LIMITS

- 11.1. We may allow you to specify a closing price for a Transaction through a “Close at Loss” and “Close at Profit” Order, subject always to the terms of the User Agreement and any other terms and conditions we may implement from time to time.
- 11.2. Upon your offer and our acceptance of your Order, you hereby authorise us to close the Transaction at the “Close at Loss” price or “Close at Profit” price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may close the Transaction when the price quoted by us on the Trading Platform equals or exceeds the price accepted by us for such an Order. You acknowledge that we will not be required to close any Transaction and we have the right to reject Orders if you are not in compliance with any of the factors set forth in Section 15.14.
- 11.3. We may allow you to request the opening or closing of a Transaction, including a “Close at Loss” and “Close at Profit” Order, within a specific time period determined by you. If we have accepted such a request, we may, acting reasonably, close the Transaction within such specific time period. You acknowledge and agree that we shall not be obliged to close such a Transaction outside such specific time period or which does not otherwise comply with any other limitations agreed upon with respect to such Transaction.
- 11.4. We may accept an offer to place a Trailing Stop in relation to a “Close at Loss”. You acknowledge that the original price level set forth in a Close at Loss may be amended as the market on the Trading Platform moves in your favour. Whilst your trailing “Close at Loss” is still in effect, you agree that each change in the market by at least one pip in your favour shall constitute a new offer by you to raise the level of your trailing “Close at Loss” by one pip. Changes in a Pip will be rounded to the nearest absolute value in your base currency based on your country of origin, as specified on the Trading Platform.
- 11.5. You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an Order will be executed at the level specified in your Order, for example, an Order may be closed at a worse price than as originally specified by you in such an Order. In such an event, we will close the Transaction at the next best price. For example, with respect to a Close at Loss, in the case of a Buy to close, the price of an Instrument underlying such Order may suddenly increase above the Close at Loss price, without ever reaching such price. In the case of a Sell to close, the price of an Instrument underlying such Order may suddenly decrease below the Close at Loss price, without ever reaching such price. In both such events you may sustain additional losses.

pending orders in some instruments to the next, more liquid contract, or set an earlier expiry date for those Instruments, and settle all open positions at the current rate on the market at the moment of the expiry.

- 13.9. We reserve the right acting reasonably and in accordance with our regulatory obligations to require you to close out Transactions in a timely manner in the event that a trading instrument is removed from the Trading Platform. Where Transactions remain open for more than 7 days following our requirement for you to close them out, we reserve the right to close such Transactions on your behalf at the last available price.

14. OUR RIGHT TO CLOSE POSITIONS & PLACE OTHER ACCOUNT RESTRICTIONS

- 14.1. If the prices quoted on the Trading Platform change such that the total Difference payable by you pursuant to all of your open Transactions equals or exceeds the total Maintenance Margin for all such Transactions, or the amount in your Trading Account is equal to or less than the total Maintenance Margin for all of your open Transaction(s), you acknowledge that we have the right, to immediately close or partially close any and all of your open Transactions whether at a loss or a profit and liquidate your Trading Account in accordance with Section 19.3, without any notice. You agree that the exercise of our right to close your open Transactions will not result in termination of your account or of this User Agreement.
- 14.2. Notwithstanding the foregoing in Section 14.1, if the prices quoted on the Trading Platform move against the price of your Transaction, we may, without obligation or liability, request that you increase the available funds balance in your Trading Account, within a short period of time, to cover the Difference and/or meet the Maintenance Margin requirements for the purpose of keeping a Transaction open. If you fail to comply with a request for additional funds within the time prescribed by us, we may, acting reasonably, close or partially close any and all of your open Transactions (Margin Call) whether at a loss or a profit and liquidate your Trading Account for the Difference payable by you. Any open position is deemed to be at risk of being closed as soon as the account enters into a margin call. It is your responsibility to monitor, at all times, the funds available in your Trading Account to cover any Margin required as a result of your trading decisions.
- 14.3. As set out at Section 13 above, we may specify on the Trading Platform an Expiry Date for various Instruments traded on the Platform. If the Trading Platform specifies an Expiry Date for an Instrument, you hereby authorise us to close any open Transactions with respect to such an Instrument at the price quoted on the Trading Platform at such time.
- 14.4. The Company has the right to close Open Positions at market prices and or limit the size of Client Open Positions and to reject Orders to establish new positions in any of the following cases:
 - 14.4.1. the Company considers that there are abnormal trading conditions. You acknowledge that the trading of certain Instruments on the Trading Platform may become volatile very quickly and without warning. Due to the high degree of risk involved in trading volatile Instruments, you acknowledge and agree that we reserve the right to close all or any open Transactions with respect to any Instruments that we determine, acting reasonably, are volatile, at the price quoted on the Trading Platform at such time without notice.



15. GENERAL RULES OF TRADING

- 15.1. You acknowledge and agree that each Transaction conducted on the Trading Platform, including the placing of an Order, is comprised of first, an offer by you to us to complete a Transaction (whether such offer is to open a Transaction or close an existing open Transaction) at a certain price quoted on the Trading Platform, and our subsequent acceptance of your offer. A Transaction will be deemed to have been completed only when your offer has been received and accepted by us. Our acceptance of an offer will be evidenced by our confirmation of its terms to you and its completion.
- 15.2. We will be under no obligation to provide quotes for, or accept, execute or cancel, all or any part of a Transaction that you have requested through the Trading Platform without giving any reason. You may request to cancel or amend a Transaction at any time prior to our completing such a Transaction. We shall be entitled, but not obliged, to accept such a request.
- 15.3. Any Financial Data, prices, leverage, margin or other information available to you on the Website or the Trading Platform or offered by us in any other form or by any other means whatsoever ("Content"), is provided as general market commentary on a best endeavours basis and does not constitute investment advice. Furthermore, such Content is subject to change at any time without notice. Whilst we do take reasonable measures to ensure the accuracy of such information, we will not accept liability for any loss or damage, including without limitation, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.
- 15.4. You acknowledge that all prices shown on the Trading Platform are indicative only of actual trading prices in Normal Market Size and therefore are subject to constant change. Accordingly, as is detailed in our Order Execution Policy, where you make an offer to open or close a Transaction the price at which we accept such an offer may have changed from that previously indicated on the Trading Platform.
- 15.5. You shall comply with any reasonable restrictions that we notify to you from time to time with respect to your activities on the Trading Platform, including limitations on, the size of Transactions or other conditions that may apply to our quote.
- 15.6. You acknowledge that whilst the Prices displayed on our platform will take into account a variety of factors including prevailing conditions and trading demand on the Trading Platform, market data from various third party external reference sources, they are not taken directly and/or exclusively from one source, and therefore may not match prices that you see elsewhere (including prices quoted on stock exchanges). You further acknowledge that the triggering of your Transaction is linked to the prices we quote on the Trading Platform, not the prices quoted on the relevant Exchanges. You acknowledge that all prices shown on the Trading Platform are indicative only of actual trading prices in Normal Market Size and are subject to constant change. We attempt to generate Prices on an ongoing basis and to have the currently applicable Prices displayed on the Platform as quickly as possible. However, technical conditions (e.g., the transfer rate of data networks or the quality of your internet connection, as well as rapid market fluctuations) may lead to a change in the applicable Price between the time the Order is placed by you and the time the Order is received by us or the Order is executed by the Platform. In addition, there will be times when circumstances may prevent the Platform from quoting Prices or affect the Prices being quoted. Our prices may differ from the current prices on the relevant Exchanges and you acknowledge that a Transaction may or may not be triggered even though:

which case you will be bound by the opening or closure of such Transaction, notwithstanding that the factors in Section 15.14 were not satisfied.

- 15.14. The factors referred to in Section 15.13 include the following:
- 15.14.1. the quote must be obtained via the Trading Platform or by such other means as we may from time to time notify you;
 - 15.14.2. your offer to open or close the Transaction must be given while the quote is still valid;
 - 15.14.3. the quote must not contain a Manifest Error;
 - 15.14.4. when you offer to open a Transaction, the number of units in respect of which the Transaction is to be opened must be neither smaller than the minimum unit amount specified on the Trading Platform for the Instrument, as applicable, from time to time, nor greater than the amount permitted in accordance with the terms of this User Agreement;
 - 15.14.5. when you offer to close part but not all of an open Transaction both the part of the Transaction that you offer to close and the part that would remain open if we accepted your offer must not be smaller than the minimum unit amount specified on the Trading Platform;
 - 15.14.6. a Force Majeure Event must not have occurred as described in Section 16.1;
 - 15.14.7. when you offer to open or close a Transaction an Event of Default must not have occurred in respect of you;
 - 15.14.8. when you offer to open any Transaction, the opening of the Transaction must not result in your exceeding any initial or Maintenance Margin amount, credit or other limit placed on your dealings;
 - 15.14.9. subject to Section 15.11, your offer must be given to us during the Trading Hours for the applicable Instrument in respect of which you offer to open or close the Transaction; and
 - 15.14.10. any other factor that we, acting reasonably, notify you from time to time.
- 15.15. If, before your offer to open or close a Transaction is accepted by us, our quote moves to your advantage (for example, if the price goes down as you Buy or the price goes up as you Sell) we will pass such price improvement on to you. The effect of such action being that we operate symmetric price slippage. Please see our Order Execution Policy for further details.
- 15.16. Use of any automated data entry system with the Trading Platform is expressly prohibited. All Transactions must be completed manually by you. Any Transaction completed through such use of an automatic data entry system shall be null and void. Upon a breach of this Section 15.16, we may immediately close all or any of your accounts held with us of whatever nature, terminate the User Agreement without notice and refuse to enter into further Transactions with you. Furthermore, any monies held in your Trading Account shall be frozen and we shall be entitled to deduct any amounts from your Trading Account in order to set off any loss, damages or expenses incurred by us as a result of a breach of this Section and reverse any profits gained as a result of the

application of such automated data entry system. Any remaining monies in your Trading Account will be returned to you in accordance with Section 22.10.

- 15.17. If you have more than one Trading Account with us (or another account is a Connected Account), each Trading Account can be treated entirely separately unless you receive prior written approval from us. Therefore any credit on one Trading Account (including amounts deposited as Margin) will not discharge your liabilities in respect of any other Trading Account. It is your responsibility to ensure the required level of Margin is in place for each Account separately.
- 15.18. Benefits - Dividends. An adjustment to your Trading Account may be made in respect of a dividend or distribution attributable to any specific Instrument and shall be calculated by us, based on: the size of the dividend, the size of your position, taxation and whether it is a buy or a sell trade. Where you hold a long Position, we adjust your Trading Account in your favour by the dividend multiplied by the long quantity as adjusted, if necessary, for taxation. Where you hold a short Position, we adjust your Trading Account in our favour by the dividend multiplied by the short quantity as adjusted, if necessary, for taxation. Such adjustments are made on as timely basis as possible, however, as we are dependent upon notification from an external third party we shall not be liable for the consequences of any delayed adjustments.
- 15.19. Benefits - Takeovers and Transformations (including events such as share consolidations/splits, mergers, takeovers, spinoffs, MBOs, de-listings, etc.). Depending on the circumstances of each event, we endeavour when possible to close out open Positions at the market price immediately prior to the event taking place. As a result of such event, if any Instrument becomes subject to an adjustment we shall determine the appropriate adjustment to be made to your account given the diluting or concentrating effect of the action. Such adjustment shall represent the economic equivalent of the rights and obligations of us and you immediately prior to the action.
- 15.20. Insolvency. If a Company, whose Instrument forms the CFD goes into insolvency or is otherwise dissolved, we shall close any of your open Transactions in the CFD of that Instrument. The closing date shall be the date of insolvency.
- 15.21. The Company's BUY and SELL prices for a given CFD are calculated by reference to the price of the relevant Underlying Asset, traded on the relevant Exchange. Third party reputable external resources (i.e. feed providers) obtain prices (BUY and SELL prices) of the Underlying Asset for a given CFD from the relevant Exchange. The Company then uses the prices given by the feed providers to calculate their own tradable prices for a given CFD. The Company adjusts the Spread (i.e. the difference between the BUY and SELL prices), hence the prices it quotes to Clients compared to the prices it obtains from third party external reference sources may differ, as they include a Spread adjustment.

- 16.1. We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event will include, but is not limited to, the following:
- 16.1.1. any act, event or occurrence (including without limitation any strike, riot or civil unrest, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion,

PART THREE - PAYMENT DUE ON THE TRADING PLATFORM

17.CLIENT MONEY AND DEPOSITS

- 17.1. You hereby agree that all funds and currencies belonging to you ("Client Money")
- 17.1.1. shall be held by us in our designated and segregated client money accounts; and
- 17.1.2. shall at any time be in our possession or control;
- are subject to a right of off-set for all liabilities that you owe to us, irrespective of the number of accounts you may have with us. Designated client money is segregated from the assets of the Firm and is deemed client money for the purposes of the CySEC rules.
- 17.2. You agree that:
- 17.2.1. we may place your funds in our designated Client Money accounts in a different currency to your base currency. Such Client Money will be at least equal in value to your base currency.
- 17.2.2. we may hold Client Money and the money of other clients in the same accounts (omnibus accounts).
- 17.2.3. the third party to whom the Company will pass Client Money may hold it in an omnibus account and it may not be possible to separate it from the client's money, or the third party's money.

The legal and regulatory regime applying to any such person located outside Cyprus may be different from that of Cyprus and in the event of the insolvency or any other equivalent failure of that person, the Client Money may be treated differently from the treatment which would apply if the money was held in a segregated client money account in Cyprus.

In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the client, and the client will be exposed to risk that the money received by the Company from the third party is insufficient to satisfy the claims of the client with claims in respect of the relevant account.

The Company does not accept any liability or responsibility for any resulting losses. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this Section.

- 17.2.4. we shall have a general lien on all funds held by the Company or its associate third parties or its nominees on the client's behalf until the satisfaction of your obligations.
- 17.2.5. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect Client's right.

- 17.11. According to CySEC Rules and the Law, for the purposes of safeguarding of Client money, the Company:
 - 17.11.1. shall keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients'; such records shall be accurate and correspond to the Client money;
 - 17.11.2. shall conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
 - 17.11.3. shall at all times keep Client money segregated from the Company's own money;
 - 17.11.4. shall not use Client money in the course of its own business;
 - 17.11.5. shall take the necessary steps to ensure that Client money deposited with a financial institution (according to Section 21.1 of this User Agreement) are held in an account(s) identified separately from any accounts used to hold funds of the Company;
 - 17.11.6. shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client money, as a result of misuse, fraud, poor administration, inadequate record keeping or negligence.
- 17.12. The Company has duty to and shall exercise due skill, care and diligence in the selection of the financial institution according to Section 17.7 of this User Agreement. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.
- 17.13. The financial institution (of Section 17.7 of this User Agreement) where Client money will be held may be within or outside Cyprus or the EEA. It is understood that the legal and regulatory regime applying to any such financial institution outside Cyprus or the EEA will be different from that of Cyprus. Hence, in the event of the insolvency or any other equivalent failure or preceding of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in Cyprus.
- 17.14. The financial institution to which the Company will process Client money (as per Section 17.7 of this User Agreement) may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the financial institution is insufficient to satisfy the claims of the Client.

- ## 18.MARGIN AND DEPOSIT REQUIREMENTS

- Plus500CY Ltd. is licensed and regulated by the Cyprus Securities and Exchange Commission as a Cyprus Investment Firm with License Number 250/14.
Plus500CY Ltd. - User Agreement (Non-US Residents Only) v2018/1

failure to enforce our rights hereunder shall not be deemed a waiver by us to enforce our rights hereunder.

- 19.4. Subject to any amounts for which you are liable under this User Agreement and the amount of the Maintenance Margin required in your Trading Account in accordance with this User Agreement due to open Transactions, any money standing to the credit of your Trading Account will be remitted to you upon your request subject to our minimum withdrawal amount, as described in Section 19.4.1. Where you do not make such a request, we will be under no obligation to, but may remit such monies to you. The manner in which we remit monies to you will be in our absolute discretion. We may require payments to go to an account in your name and from which you originally remitted funds to us and may request evidence from you that such an account is in your name and ownership before effecting such payment. If you deposited funds using a credit card we may remit funds back to the credit card used for the deposit. The maximum number of monthly withdrawals on a User's Account is five (5). We reserve the right to charge you for exceeding the maximum number of monthly withdrawals a fee of 10USD (or equivalent) per each exceeding withdrawal. Withdrawals via bank transfer may incur a charge of up to 6USD due to bank processing charges.
- 19.4.1. All Trading Account withdrawals are subject to a minimum withdrawal amount. The minimum withdrawal amount for PayPal and Skrill is 50USD (or equivalent as applicable to your chosen currency). The minimum withdrawal amount for bank transfers and credit cards is 100USD (or equivalent as applicable to your chosen currency). Processing a withdrawal request of less than the minimum withdrawal amount will incur a fee of 10USD (or equivalent). Upon receipt of a written request from you, we will proceed with the withdrawal and deduct all charges arising from your Trading Account. Where you wish to close your account and have the funds remaining, please note that funds returned via Credit Card (where your Credit Card is refundable) do not incur an additional fee (or the fee is minimal and will be absorbed by the Company in these instances). However, where funds are returned via other methods (e.g. Bank Transfer, PayPal, etc.) a fee of 10USD (or equivalent) will be charged to your trading account.
- 19.5. You shall be liable for any and all taxes, fees and assessments with respect to any Transaction you complete on the Trading Platform. It is your obligation alone to calculate and pay all taxes applicable to you in your country of residence, or otherwise arising as a result of your trading activity from the use of the Trading Platform.
- 19.6. Notwithstanding the above, if required by applicable law, the Company shall deduct at source from any payments due to you such amounts as are required by the tax authorities to be deducted in accordance with applicable law.
- 19.7. It is possible that other costs, including taxes, relating to Transactions carried out on the Trading Platform may arise for which you are liable and which are neither paid via us nor imposed by us. Without derogating from your sole and entire responsibility to account for any tax due, you agree that we may deduct tax, as may be required by the applicable law, with respect to your trading activity on the Trading Platform. You are aware that we have a right of set-off against any amounts in your Trading Account with respect to such tax deductions, and you hereby authorise us to withdraw amounts from your Trading Account with which to pay such taxes. You shall have no claim against us with regard to such deductions. You further agree that such deductions do not derogate from our rights to make Margin Calls under this User Agreement.

the next available quote reasonably made by the Company on the opening of said market.

- 22.9. You acknowledge and agree that as soon as there is insufficient equity on your account to cover the margin requirement associated with your open position(s) we will have the right, not the obligation, to close or partially close any or all open position(s). The exact timing and circumstances relating to a margin call can vary from one position to the other, so you should not rely on your experience with past margin calls. Once your equity falls below the required maintenance margin, Plus500 may allow you a grace period to add sufficient funds to your account to cover your margin requirements or to close your position(s). If the position(s) are still open at the end of this grace period and sufficient funds have not been added to the account, then the position(s) or part of the positions will be closed at the available price(s) on our platform at that time. You acknowledge that this may result in you incurring further losses. You acknowledge that it is under your sole responsibility to monitor your open position(s) and associated margin requirements at all times and ensure that you have enough funds to maintain them or take a decision to close them.
- 22.10. In the event of the termination or cancellation of this User Agreement, we will, subject to Section 22.11, return to you without undue delay and in any event within five (5) business days the net balance of any monies remaining on your Trading Account. We shall forward to you any such net balances in your Trading Account (i) as directed by you, or (ii) by transferring such funds directly to your bank account as notified to us. In the event that you fail to provide instructions we shall forward such funds (at our sole discretion) (i) directly to your bank account as notified to us, or (ii) by way of a cheque sent by mail to the address recorded in your Registration Data. No penalty will be payable by either party on cancellation or termination of the User Agreement.
- 22.11. The amount to be remitted to you pursuant to Section 22.10 shall be the net balance of your Trading Account less (i) any and all monies due to us from you pursuant to the User Agreement; and (ii) any and all taxes and other sums that we are required to withhold from such remittance in accordance with applicable law.
- 22.12. The rights set forth in this Section 22 shall be in addition to, and not in limitation or exclusion of, any other rights which a non-defaulting party may have (whether by agreement, operation of law or otherwise).
- 22.13. Upon expiry, cancellation or termination of the User Agreement you shall immediately cease to use or have access to the Trading Platform (in any format) and shall promptly return all our materials at your own risk and expense.
- 22.14. Termination of the User Agreement for any reason will:
- 22.14.1. be without prejudice to any obligation or right of any party which has accrued prior to such expiry or termination (or will thereafter accrue in respect of the period before such expiry or termination); and
- 22.14.2. not affect any provision of the User Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination.
- 22.15. Without prejudice to the generality of Section 22.13, the provisions of Section 22 will survive expiry, cancellation or termination of the User Agreement for any reason for a period of 2 years or, in respect of a particular item of confidential information, until

such earlier time as that item of confidential information reaches the public domain other than through your breach of this term.

23. NOTICE

- 23.1. All notices to the Company should be sent either:
- (a) by fax to: +35725353518;
 - (b) by first class pre-paid recorded delivery post or airmail to Portobello Building, 1, Siafi Street, 3042 Limassol ; or
 - (c) to such other address, fax number or email as we may from time to time advise you.
- 23.2. You acknowledge and agree that Plus500 may communicate with you by email, SMS, letter or telephone. Only emails received from either the “plus500.com” domain or from the “plus500.com.cy” domain are legitimate email communications from Plus500. Any other emails claiming to be from Plus500 are deemed to be fraudulent. You agree to receive telephone calls from Plus500 at your last updated telephone number recorded in our system at an appropriate time of the day and Plus500 agrees to reschedule such calls to an alternative date and/or time should you so request. You additionally agree that we may keep records of our telephone conversations with you. You accept such recordings as conclusive evidence of the instructions/requests or conversations as recorded. You acknowledge that, under no circumstances, will Plus500 representatives provide investment advice or request that you provide them with sensitive information such as passwords and payment methods information. You further acknowledge that telephone calls are not a guaranteed service, and that no assumptions should be made in relation to the frequency and/or purpose of such calls. Should you decide not to receive telephone calls, you can contact Customer Support with this request.
- 23.3. If a communication from Plus500 is personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this Section, such communication shall be deemed delivered the next business day after transmission; if provided by telephone, such communication shall be deemed received once the telephone conversation has been finished; if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt; and if sent by certified mail pursuant to this Section, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to the User Agreement may change its address for the purposes of the User Agreement by giving notice thereof in accordance with this Section, or as otherwise permitted by the User Agreement.
- 23.4. If written notice is sent to Plus500 as stated in section 23.1 further above, such notice shall, if sent by facsimile transmission be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by first class pre-paid recorded delivery post or airmail such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

short positions in the same or similar instruments at similar times which taken together or separately are for the purpose of manipulating the Trading Platform for gain, irrespective of how the accounts have been funded, for example, but not limited to, personal deposits. Transactions, or combinations of transactions in Option CFDs in the same underlying instrument, at similar times in the same direction such as holding a short position on a Call Option CFD and a short position on Put Option CFD in the same underlying instrument, is also an activity prohibited on the Plus500 platform. Such activities are referred to as Hedging and shall be subject to our right to seek reimbursement from you or any of the Connected Accounts held with the Company and/or with different entities within the Plus500 group, to off-set the losses sustained by the Company as a result of your hedging transactions, and the hedging transactions of others Acting in Concert with you or from, possibly Connected Accounts, as per Sections 19.10 and 28.7. In such a case, we also reserve the right to close all and any of your Trading Accounts and terminate the User Agreement under Section 22.5 or Section 22.8.

- 25.1.7. The execution, delivery and performance of the User Agreement and your use of the Trading Platform including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;
 - 25.1.8. Other than in exceptional circumstances you will not send funds to your Trading Account from any bank or other account other than as stipulated in the Registration Data. Remittances from company accounts will not be accepted. Transfers from a joint account will only be allowed if you are one of the named beneficiaries on that account. Whether exceptional circumstances exist will be determined by us from time to time; and
 - 25.1.9. You are not a director or officer of the company underlying the Instrument.
- 25.2. You hereby authorise us to act on any instruction given by you on the Trading Platform.
- 25.3. We shall be entitled, and you hereby authorise us, to rely upon any oral, electronic or written communication or instruction received from you through the Trading Platform or from email instructions received from the Account Credentials used when you first accessed the Trading Platform. You agree that:
 - 25.3.1. once securely logged on to the Trading Platform following entry of the Account Credentials, you authorise us to act upon instructions and to consider the instructions of like force and effect as written Orders made by you;
 - 25.3.2. you shall hold us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that we may suffer or incur or that may be brought against us, in any way relating to or arising out of our acting upon any such instructions or information received from you.
 - 25.3.3. you shall bear the risk of all instructions, whether authorised, unauthorised, improper or fraudulent, even if it transpires such instructions were provided without your authority. You shall indemnify us against any liabilities that we may incur or that may arise as the result of legal or other actions brought against us, arising out of our acting upon, delay in acting upon or refusal to act upon any such instructions or information.

for at least five years after termination of the Agreement, and where requested by CySEC for up to seven years.

31.RELATIONSHIP BETWEEN THE PARTIES

- 31.1. You will open each Transaction with us as principal and not as agent for any person. This means that unless we have otherwise agreed in writing, we will treat you as our client for all purposes and you will be directly and personally responsible for performing your obligations under each Transaction entered into by you. If you act in connection with or on behalf of someone else, whether or not you identify that person to us or not, we will not accept that person as a customer of ours and we will accept no obligation to them unless otherwise specifically agreed in writing.
- 31.2. Dealings with you will be carried out by us on an execution-only basis in accordance with our Order Execution Policy unless otherwise agreed by us in writing. We do not and will not provide advice on the merits or suitability of any particular Transaction. You agree that, unless otherwise provided in the User Agreement, we are under no obligation:
- 31.2.1. to monitor or advise you on the status of any Transaction;
- 31.2.2. to make Margin Calls or advise you that you are in breach of Section 18.1; or
- 31.2.3. to close any Transaction that you have opened,
- notwithstanding that previously we may have taken such action in relation to that Transaction or any other.
- 31.3. You hereby acknowledge and declare that in respect of all dealings conducted by you on the Trading Platform, you rely on your own judgment in opening, closing, or refraining from opening or closing a Transaction and that we will not, in the absence of fraud or negligence, be liable for any losses (including, without limitation, indirect losses or loss of opportunity or profits arising from any failure by you to make any anticipated profits), costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any information including the Financial Data, given to you on a best endeavours basis, including, information relating to any of your Transactions with us. The Financial Data provided to you is for your convenience only and does not constitute financial or investment advice. Subject to our right to void or close any Transaction in the specific circumstances set out in the User Agreement, any Transaction opened by you following such inaccuracy or mistake will nonetheless remain valid and binding in all respects on both you and us.
- 31.4. Before you begin to trade with us, you acknowledge that you are aware of all spreads, fees, Funding Premium, (as displayed for each Instrument in our Website and/ or in the Trading Platform) and other charges for which you will be liable under the User Agreement. These charges will affect your trading net profits (if any) or increase your losses, as the case may be.
- 31.5. You acknowledge and consent to that all information by the Company as applicable, will be sent to you electronically by means of, inter alia, the Website, email and the Trading Platform, or other channels as the Company from time to time may deem appropriate, whether such information is personally addressed to you or generally addressed to all our users. You hereby acknowledge and confirm that all such methods of communication are

acceptable and any such communication so provided will be considered to have been received by you. If you prefer to receive information on paper, please request so in writing via the ["Contact Us"](#) page on our Website; however we may not be able to accommodate your request.

32.COMPLAINTS

- 32.1. Any query and/or concern and/or issue and/or problem you may have in respect of the services provided by us under the User Agreement should be made in writing and addressed to the Customer Support Department via the ["Contact Us"](#) page on our Website. This page is also available through the "Support" menu on the Plus500 Trading Platform.
- 32.2. This is the quickest and most effective way of dealing with any concerns or issues you may have which will be usually resolved at the first stage of your contact with the Customer Support. Should you wish to submit though an official Complaint for your Trading Account or your dealings with the Company, please request the designated Complaint Form from the Customer Support officer you are in communication with regarding your dispute/complaint or via the ["Contact Us"](#) page on our Website. Then duly complete, sign and submit electronically the designated Complaint Form via reply email to the Customer Support officer you are in communication with regarding your dispute/complaint or by uploading the form via the ["Contact Us"](#) page on our Website. Complaints made by customers cannot be considered unless:
 - a. the Client submits a Complaint Form from his/her registered email address;
 - b. the Complaint Form is duly completed with all the required information and it is accompanied by adequate supporting evidence (as necessary) for the Client's claims; and
 - c. the Complaint Form is duly signed and dated by the Client.
- 32.3. In the first instance, all queries and/or concerns and/or issues and/or problems from customers shall be received and reviewed by the Customer Support team in consultation with the Customer Support manager, and resolution shall be sought without undue delay and within five (5) days from the time received. One of our Support officers may contact the customer directly in order to obtain further clarifications and information relating to the Complaint.
- 32.4. In the event that a customer query and/or concern and/or issue and/or problem requires further investigation or it cannot be resolved within five (5) days from the time it was received, then the Customer Support officer in communication with the customer shall provide further information to the customer on the Company's Complaint Handling Policy as well as a copy of the designated Complaint Form for completion. Upon receipt of a duly completed and signed Complaint Form and the necessary supporting evidence via reply email to the relevant Support officer or by uploading the form via the ["Contact Us"](#) page on our website, the matter shall be escalated to the Complaints Team and shall be recorded as an official Complaint.

The assigned Complaints officer shall then issue a holding response in writing, within five (5) days from the day of receipt of the Complaint, indicating that the Complaint is acknowledged, its unique reference number required to be quoted in all communications with the Company regarding the Complaint, and that the Complaint is being investigated. In such event, the assigned Complaints officer shall attempt to resolve the Complaint

within two (2) months, and inform the customer of the outcome(s) together with any required explanations and any remedy measures the Company intends to take.

- 32.5. Further clarifications and information relating to the Complaint may be requested from the customer within the two (2) months' time-frame, as necessary. In the event that the customer takes more than seven (7) working days to respond to a communication, the two (2) months' time-frame will be extended by the number of days in addition to the seven (7) working days that the customer took to respond.
- 32.6. Once a Complaint's investigation has been completed, a Final Response shall be issued to the customer. Further clarifications on the Final Response may be provided following Client's subsequent communication with the Company. If the Company is unable to resolve a Complaint within two (2) months, the Company shall update the customer on the status of his/her Complaint and shall continue to do so until such time as the investigation is complete. According to applicable regulatory obligations, the Company has an additional month to resolve a Complaint, if it is unable to resolve a Complaint within two (2) months (i.e. a Final Response should be issued within maximum three (3) months from the day of the Complaint).
- 32.7. It is understood that the customer's right to take legal action remains unaffected by the existence or use of any complaint handling procedures referred to above. In addition, if the customer remains dissatisfied with the Final Response of the Company or in case of no Final Response within the three (3) months' time-frame, the customer may be entitled to take his/her complaint to the [Financial Ombudsman of Cyprus](#), by quoting his/her Complaint's unique reference number.
- 32.8. We have in place internal procedures for ensuring that any Complaint we receive is dealt with promptly and fairly. Further information regarding our complaints handling procedures can be found on the "Terms and Agreements" page on our website <http://www.plus500.com.cy/en/General/TermsAndAgreements.aspx>.
- 32.9. The User Agreement is written in the English language and all correspondence, documents and communications between you and us shall be in English set forth in Section 45 of this User Agreement.

33.ENTIRE AGREEMENT

- 34.1. If any provision of the User Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the User Agreement which will remain in full force and effect.

45.2. The User Agreement is written in the English language and all correspondence, documents and communications between you and us shall be in English.



PART FIVE - DEFINITIONS

“Account Credentials”	means a unique username and password used by you to access and use the Trading Platform
“the Law”	the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2007, Law 144(I)/2007, as subsequently amended or replaced from time to time
“Acting in Concert”	Persons “acting in concert” are acting together, sometimes secretly, whether due to any personal relationship or as apparently unconnected individuals co-operating together with a common policy. See also “Connected Account”
“Alert messages”	All computer system generated messages sent to a customer by Push, SMS, email or other means of communication displayed on the platform, once a specific event has been triggered, including, but not limited to warnings that margin parameters have been exceeded, instrument price limits have been triggered or announcement alerts
“Authorised Person”	means you or any of your officers, partners, principals or employees
“Barrier”	means the price on which the Client will have lost the amount of his initial investment.
“Buy”	means a Transaction that is opened by offering to buy a specific number of a certain Instrument, and may also in our dealings with you, be referred to as a “long” or “long position”
“CFD” (contract for difference)	means a contract that you enter into with us, for the Difference between the value of an Instrument as specified on the Trading Platform at the time of opening a Transaction, and the value of such Instrument at the time of closing the Transaction
“Close at Loss”	means an offer to close a Transaction at a price determined in advance by you which, in the case of a Buy is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price
“Close at Profit”	means an offer to close a Transaction at a price determined in advance by you which, in the case of a Buy is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price
“Complaint”	means an expression of dissatisfaction by a customer regarding the provision of investment and/or ancillary services or related financial services activity provided to him/her by the Company.
“the Company”	Plus500CY Ltd



“Connected Account”	A customer account which is related to other customer accounts by any one or more of the following similar criteria: IP address; name; email and mailing address; country of registration; password; machine identity; remittance source.
“Content”	Any Financial Data, prices, or other information available to you on the Website or the Trading Platform or offered by us in any other form or by any other means. Such Content includes parameters within the instrument details tab on the Trading Platform
“Difference”	means the Difference in price upon the opening of a Transaction and the closing of such Transaction, plus or minus the Premium, as applicable
“Effective/Commencement Date”	means the date of your first successful deposit, subject to the terms of Section 43, as applicable
“Event of Default”	means any of the events set forth in Section 22.8
“Exchange(s)”	means securities or futures Exchanges, clearing houses, self-regulatory organisations, regulated markets, multilateral trading facilities or alternative trading systems for Instruments
“Expiry Date”	means the date and any time set by the Company and specified on the Trading Platform with respect to certain Instruments upon which any open Transaction for such Instruments shall expire automatically
“Financial Data”	means any financial and market data, price quotes, news, analyst opinions, research reports, graphs or any other data or information whatsoever available through the Trading Platform
“Financial Institutions”	means global banks, financial institutions, brokers or other trading organisations
“Force Majeure Event”	means the existence of an emergency or an exceptional market condition, including without limitation, the events set forth in Section 16.1
“Futures Contract”	A futures contract is a contract between two parties where both parties agree to buy and sell a particular asset of specific quantity, at a predetermined price and at a specified date in future. Note that all futures contracts on our trading platform are for “Contracts for Difference” (CFD’s) which are cash settled. The “Sell” and “Buy” rates of CFD’s offered on our Platform are derived from the price of the futures contract.
“CySEC”	means the Cyprus Securities and Exchange Commission responsible for the authorisation and regulation of the Company



“CySEC rules”	means the rules and regulations making up the CySEC regulatory framework, including but not limited to the Law, Rules, Directives, Regulations, Guidance notes, opinions or recommendations of CySEC
“Funding Premium”	the Premium amount is a constant percentage of the Position value and is based on a number of factors including among others, whether the Transaction is a Buy or a Sell, interest rates, Instrument differentials, daily price fluctuations and other economic and market related factors
“Gap”	means the difference in the price for the financial instrument concerned, between the last price quoted at the end of trading on the Trading Platform, and the first price quoted by the platform at the opening of the following trading day.
“Guaranteed Stop”	a Guaranteed Stop is a type of stop order which guarantees the closure of an open position at a pre-determined price level you specify. A Guaranteed Stop is not subject to price slippage.
“Household”	a customer which is related to other customer by one, all, or any combination of the following: name, phone number, mailing address, e-mail address, IP address, name on credit/charge card, credit/charge card number, machine ID and any other form of identification information provided.
“Initial Margin”	means the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Instrument
“Instrument”	means any stocks, shares, commodities, base or precious metals, exchange rates, indices, or other financial instruments, which form the underlying instruments of the CFDs offered through the Trading Platform
"Intellectual Property Rights"	means patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer Software), database rights, semiconductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world
"Limit Order"	has the meaning given in Section 10.5;
“Maintenance Margin”	means the minimum amount of money required in your Trading Account as specified on the Trading Platform in order to keep a Transaction open on the Trading Platform
“Manifest Error”	means any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Instruments or at manifestly incorrect market price quotes or prices at a clear loss

“Margin”	means the Initial Margin and the Maintenance Margin collectively
“Margin Call”	means a demand by us for you to increase the amount of money in your Trading Account to satisfy our Margin requirements, made from time to time, including without limitation a call under Section 14.2
‘Market Abuse’	means the notion consisting of insider dealing and market manipulation as defined by the Cyprus Regulatory authority in the Insider Dealing and Market Manipulation (Market Abuse) Law of 2005, as amended
"Market Order"	has the meaning given in Section 10.5
“Normal Market Size”	means the maximum number of units of an Instrument that we believe an Exchange trading in such an Instrument can comfortably handle, having regard, if appropriate, to the normal market size set by such an Exchange or any other equivalent or analogous level set by the Exchange on which the Instrument is traded
“Order”	means a Close at Loss or Close at Profit Order
“Option” / “Option CFD”	means any option, which forms the underlying instrument of the CFDs offered through the Trading Platform
“Pip”	the smallest possible price change of an instrument on the platform
"Platform Abuse"	The collective term for prohibited trading activities such as the acts referred to in Sections 25.1.3 to 25.1.7 of this User Agreement.
“Politically Exposed Person (PEP)”	<p>means a natural person who is or has been entrusted with prominent public functions during the last twelve (12) months, as well as immediate family members and close associates of such a person.</p> <p>The prominent public functions include:</p> <ul style="list-style-type: none"> • heads of State, heads of government, ministers and deputy or assistant ministers; • members of parliaments; • members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; • members of courts of auditors or of the boards of central banks; ambassadors, chargés d'affaires and high-ranking officers in the armed forces; • members of the administrative, management or supervisory bodies of State-owned enterprises.



<p>“Protection Rights”</p>	<p>Protection Rights which Retail and/or Elective Professional customers are entitled to by law may include and are not limited to the following, as applicable:</p> <ol style="list-style-type: none"> 1. Retail and Elective Professional customers have an extensive right to receive information from the Company in regards to its provided investment services and financial instruments, fees and charges and offered safeguarding services of client funds. 2. Retail and Elective Professional customers are requested by the Company to provide information in regards to their knowledge and experience in trading in financial instruments in order to assess the appropriateness of the product or service that will be offered to the customer. On the basis of this assessment, the Company shall warn the customer accordingly on the appropriateness of the product or service offered. For further information on the Assessment of Appropriateness refer to Section 6 of this Agreement. 3. Retail and Elective Professional customers are entitled to receive the best possible result for the client’s order (“best execution”) with consideration to factors such as price of financial instruments and the costs related to transmission/execution. Full details of our Order Execution Policy, which makes up part of the User Agreement, can be found on the Website. 4. Retail and Elective Professional customers receive from the Company all the more required regulatory information with regards to the execution of their orders. 5. Where there may be material difficulties in the proper execution of retail customers’ orders, the Company is under an obligation to warn the customers accordingly when such difficulty becomes known to the Company. 6. The Company is obliged to enter into a written agreement with the Retail and Elective Professional customers, setting out the essential rights and obligations of both parties. 7. Retail clients may be entitled to compensation under the Investor Compensation Fund. Elective Professional customers are not entitled to compensation under the Investor Compensation Fund. Full details of our Investor Compensation Fund Policy, which makes up part of the User Agreement, can be found on the Website and Section 24 of this User Agreement.
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“Registration Data”	means certain personal and financial information that you are required to provide in order to download and use the Trading Platform including Account Credentials, such information can include a copy of your passport, driving licence and/or Photo identity card
“Rollover”	means an event where an Instrument is subject to expiry and automatically rolls over the expiry to the next chronological expiry date.
“Scalping”	means a trading strategy based on the notion that Client transactions are opened and closed within two (2) minutes limit in order to accumulate quick profits from small price changes
“Sell”	means a Transaction that is opened by offering to Sell a specific number of a certain Instrument, and may also in our dealings with you, be referred to as a “short” or “short position”
"Software" or "Trading Platform Software"	means the software provided by us which you will need to download in order to use the Trading Platform
"Spread"	<p>The spread is the difference between the "Bid" (Buy) and "Ask/Offer" (Sell) price of an instrument. Spreads widen or tighten throughout the trading day as they are influenced by the underlying instrument's liquidity and volatility conditions, i.e. the higher the liquidity, the tighter the spread and vice versa.</p> <p>Some of Plus500's instruments are offered with a fixed spread, while others are offered with a dynamic (variable) spread.</p>
“Strike Price”	means a fixed price which indicates the “Bid” and “Ask” prices of the Option CFD according to the Strike price's difference from the underlying instrument's “Bid” and “Ask” prices, respectively. The Strike price is not used in the calculation of your Profit or Loss.
“Third Party Software”	means software provided by third parties embedded or used in the Trading Platform
“Third Party Software Licences”	means licences from third parties governing Third Party Software embedded or used in the Trading Platform
“Trading Account”	means your online account used to trade on the Trading Platform
“Trading Hours”	means the hours of trading as set forth on the Trading Platform for a particular Instrument
“Trading Platform”	means the Plus500™ electronic trading platform facility (together with any other programs, tools, services, upgrades, bug fixes and updates if any, and the underlying code thereto)
Trailing Stop	A stop loss order placed at a percentage below market price for a long position or a percentage above market price for a short position. The stop loss order will execute once the market price moves against the order price by the given percentage

