

Plus500UK Limited



Plus500

World's Trading Machine

USER AGREEMENT (NON-US RESIDENTS ONLY)



but is not available to every investor. Compensation is typically paid out because a firm has ceased trading and/or is insolvent. For investment business, the FSCS can cover 100% of eligible investments up to a maximum of £50,000.

Client money protection

We will treat money received from you or held by us on your behalf as Client Money in accordance with the FCA Client Money Rules. We and any third party who we authorise to hold your money will deal with us in accordance with those rules and hold it in a segregated bank account, alongside the money of our other clients.

Market abuse

By trading with us you are likely to be subject to various market abuse regimes. Accordingly, you must not carry out any trading activity on the basis of inside information or carry out any trades in order to create a distorted market or misleading impression in relation to the price of financial instruments.

Unfair trading

Use of any automated data entry system with the Trading Platform is expressly prohibited and accordingly all Transactions must be completed manually by you.

If you carry out any activity which is reasonably considered as obtaining an unfair trading advantage we reserve the rights to void or cancel part or all of your abusive Transactions, close all and any of your trading accounts and terminate our agreement with you.

We will not be liable to you for events beyond our control

We will not be liable to you for any delay in performance, or for the non-performance of any of our obligations under this Agreement by reason of any cause beyond our reasonable control, a "Force Majeure Event".

Termination

(1) You may terminate this Agreement and close your account immediately by giving us written notice via letter, email, fax or Live Chat.

(2) If either party terminates this Agreement and/or closes the account all open trades will immediately be closed at the prevailing price on the trading platform, in the case where any market is closed for any reason, at the next available price on the reopening of said market and no new trades will be accepted by us. All orders will be cancelled and no new orders will be accepted by us. All credit sums will be paid to you prior to the closure of the account.

(3) We may at our sole discretion decide to close your account, whether or not you are in breach of this Agreement. Any open trades or orders will be closed as per clause (2) above.



PART TWO - REGISTRATION AND SOFTWARE

1. RESTRICTIONS ON USE

- 1.1. The Trading Platform is not intended for distribution to, or use by, any person:
 - 1.1.1. who is under the age of 18 years old or is not of legal competence or of sound mind;
 - 1.1.2. who resides in any country where such distribution or use would be contrary to local law or regulation. The Trading Platform and any other service provided by us is not available to persons residing in any country where CFD trading activity or other such services would be contrary to local law or regulation. It is your 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 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. Access to and use of the trading platform

- 2.1. You shall promptly inform us of any breaches or potential breaches of the Client 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 Client Agreement. Should the Client Agreement be terminated for any reason, the licence will be revoked 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 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,



- 4.4. 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 Client 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. REGISTRATION DATA

- 5.1. In order to use the Trading Platform, you must register by providing us with the required Registration Data.
- 5.2. You agree and undertake to:
- 5.2.1. provide true, accurate, current and complete Registration Data as prompted by the registration process;
 - 5.2.2. maintain and promptly update the Registration Data to keep it current and complete by emailing any changes through our ["Contact Us"](#) page on our Website; and
 - 5.2.3. notify us of any changes to your personal and financial information and/or your financial condition by emailing us through our ["Contact Us"](#) page on our Website;
- 5.3. We may carry out various checks (including but not limited to verification of identity, fraud prevention checks and checks into your current and past investment activity) from



- 16.1.3. the occurrence of an excessive movement in the level of any Transaction and/or Exchange or our anticipation (acting reasonably) of the occurrence of such a movement;
 - 16.1.4. any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or
 - 16.1.5. the failure of any relevant supplier, Financial Institution intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, Exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.
- 16.2. If we determine that a Force Majeure Event exists, we may without notice and at any time, acting reasonably, take one or more of the following steps:
- 16.2.1. alter your Margin requirements; which may result in you being required to provide additional Margin;
 - 16.2.2. close all or any of your open Transactions at such closing prices as we reasonably believe to be appropriate;
 - 16.2.3. suspend or modify the application of all or part of the Client Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply thereto; or
 - 16.2.4. alter the Trading Hours for a particular Transaction.
 - 16.2.5. void all open transactions in affected Instruments.
 - 16.2.6. increase the Initial and Maintenance Margin Level requirements.
 - 16.2.7. decrease Leverage
 - 16.2.8. roll your positions over to a new contract in accordance with Section 13 of this User Agreement, including rollover to a new contract under a different exchange.
- 16.3. You agree that we will not be liable in any way to you or to any other person in the event of a Force Majeure Event, nor for our actions pursuant to Section 16.2, if we decide to take such action. The parties shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under this Agreement, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event, which occurred after the Client Agreement was concluded.



- (ii) a Buy, and the closing price of the Transaction is lower than the opening price of the Transaction.

19.1.2. You shall receive the Difference if the Transaction is:

- (i) a Sell, and the closing price of the Transaction is lower than the opening price of the Transaction; or
- (ii) a Buy, and the closing price of the Transaction is higher than the opening price of the Transaction.

19.2. Unless we agree otherwise, all sums for which you are liable pursuant to Section 18.1 are due immediately upon the closing price of your Transaction being determined by us and the Transaction being closed.

19.3. You agree that we may, acting reasonably, without notice to you, apply and/or transfer any or all funds or currencies of yours between any of your accounts, or Connected Accounts, for the purposes of settling your future, actual or contingent obligations.

19.4. You hereby authorise us to automatically liquidate your Trading Account for the amounts for which you are liable pursuant to Section 19.1 upon the closing of a Transaction, or for any other amounts due by you under this User Agreement, without further notice. Any failure to enforce our rights hereunder shall not be deemed a waiver by us to enforce our rights hereunder.

19.5. 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 remittance amount. 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 you 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. We reserve the right to charge for exceeding the minimum number of monthly withdrawals on a User's Account. Withdrawals via bank transfer may incur a charge of up to 6USD due to bank processing charges.

19.5.1. All account withdrawal requests are subject to a minimum withdrawal amount. The minimum withdrawal amount for PayPal and Skrill is 50USD (or equivalent). The minimum withdrawal amount for bank transfers and credit cards is 100USD (or equivalent). Processing a withdrawal request of less than the minimum withdrawal amount will incur a fee of 10USD (or equivalent). Where you wish to close your account and have 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 us 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.

19.6. You shall be liable for any and all taxes, fees and assessments with respect to any Transaction you complete on the Trading Platform. You agree that any currency



conversion differences arising from your transactions shall be solely for your account. 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 activity from the use of the Trading Platform.

- 19.7. 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.
- 19.8. 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.
- 19.9. It is hereby clarified that, subject to the terms of this User Agreement, the Difference is the only payment required from or by you for the use of the Trading Platform. Notwithstanding the above, we reserve the right to charge an inactivity fee, upon prior notice (Please see Section 20 for further details).
- 19.10. We reserve the right to seek reimbursement from you if we receive a charge-back from any credit card issuer or with respect to any other payment method, for any reason. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by any other lawful means.
- 19.11. In situations where the company reasonably deems platform abuse has occurred, we reserve the right to seek reimbursement from you if Transactions conducted on your account result in a recurring need for Company to cover losses. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you or obtaining reimbursement from you by any other lawful means.
- 19.12. Should your country of residence have regulations or laws which restrict the use of a certain currency or require you to report receipts and payments of that currency to a regulator or legal authority, you agree that you will fulfil any reporting obligations or obtain any required consents or approvals which may arise as a result of your use of the Trading Platform and associated Transactions.
- 19.13. Withdrawals from your Trading Account should be made using the same method used by you to fund your Trading Account and to the same remitter. We reserve the right to decline or cancel a withdrawal request with a specific payment method and suggest another payment method for which you will need to proceed with a new withdrawal request and supply further supporting documentation, upon request, for our internal checks and proper processing of the withdrawal request
- 19.14. Withdrawal from your Trading Account is carried out within a minimum of one (1) business day and up to three (3) business days upon receipt of the withdrawal request. Please note, however, that withdrawals may be subject to additional processing time depending on the procedures of the third party remitters, the banking institutions and the



PART FIVE - GENERAL TERMS RELATING TO OUR RELATIONSHIP WITH YOU

This Part Five sets out the general terms that govern our relationship with you, including your use of the Trading Platform.

22. TERM, TERMINATION AND CANCELLATION

- 22.1. You shall be entitled to terminate the Client Agreement at any time by giving written notice in accordance with Section 23 of this User Agreement. In the event of your termination of this User Agreement any open Positions should be closed by you as soon as is reasonably practicable and in any event no longer than 21 days after you give notice. After we receive written notice from you we will not accept any Orders to open new positions or increase existing Positions. We will only close your account if you have no monies owing to us, and any losses incurred on your account prior to the closure of the account shall be deemed to be immediately payable by you.
- 22.2. In the event that you withdraw all monies in your account and cease to trade without closing the account, your account will remain inactive until you deposit funds into it.
- 22.3. The Client Agreement may be terminated by either party at any time, if
- 22.3.1. the other party fails to make any payment when due; or
 - 22.3.2. the other party dies, become of unsound mind, is unable to pay its debts as they fall due, is subject to proceedings for bankruptcy (if an individual) initiated by a third party, an administrator or receiver is appointed in respect of such other party or its assets, or such other party makes an arrangement or composition with its creditors or any other similar or analogous procedure is commenced in respect of such other party.
- 22.4. We may immediately terminate the Client Agreement by providing written notice if:
- 22.4.1. you breach any representation under the Client Agreement or any other agreement between the parties, or any representation proves to have been false or misleading in any material respect at the time it was made or given;
 - 22.4.2. you materially breach any term or condition of the Client Agreement (including the terms of any Transaction); or
 - 22.4.3. any Transaction or combination of Transactions or any realised or unrealised losses on any Transactions or combination of Transactions opened by you results in your exceeding any credit or other limit placed on your dealings.
- 22.5. We may immediately terminate the Client Agreement without written notice if you file, for any reason a dispute, claim, and/or chargeback request from your credit card issuer or any other payment method you use, as per section 14.6 of this User Agreement.
- 22.6. We shall be entitled to immediately terminate the Client Agreement, with or without cause, acting reasonably by providing you with written notice. Any open positions should be closed by you as soon as reasonably practicable and in any event no longer than 14



- 22.12.2. not affect any provision of the Client Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination.
- 22.13. Without prejudice to the generality of Section 22.13, the provisions of Section 22 will survive expiry, cancellation or termination of the Client 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

- 23.1.1. All notices to the Company should be sent either:
- (a) by first class pre-paid recorded delivery post or airmail to 78 Cornhill, London, EC3V 3QQ; or
 - (b) to such other address, fax number or email as we may from time to time advise you.
- 23.1.2. You acknowledge and agree that Plus500 may communicate with you by email, SMS, letter or telephone. Only emails received from either the "plus500.com" or "plus500.co.uk" domains 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.
- 23.1.3. 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 paragraph, such communication shall be deemed delivered upon receipt; and if sent by certified mail pursuant to this paragraph, 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 Client Agreement may change its address for the purposes of the Client Agreement by giving notice thereof in



accordance with this Section, or as otherwise permitted by the Client Agreement.

24. FINANCIAL SERVICES COMPENSATION SCHEME

By trading on the Trading Platform you are exposed to risk of our default, as detailed in our Risk Disclosure Notice. In the event that we are unable to satisfy any claims you may have against us, we are members of the Financial Services Compensation Scheme, which in respect of any proven or eligible claims, provides protection of 100% of the first £50,000 of any claim in respect of your investments. Further information about compensation arrangements is available on the website: www.fscs.org.uk/.

25. AUTHORITY TO TRADE - YOUR CONDUCT

- 25.1. Nothing in this Agreement shall exclude or restrict any duty or liability owed by us to you under the Act or the FCA rules and, notwithstanding any other provision of this Agreement, we shall be entitled to take any action that we consider necessary to ensure compliance with any relevant legislation and regulations. In the event of a conflict between any provision of this Agreement and any relevant legislation and regulations, the relevant legislation and regulations shall prevail.
- 25.1.1. Each time you enter into a trade you agree to repeat the following conditions:
 - 25.1.2. you are not an employee of any Exchange, a corporation in which any Exchange owns a majority of the capital stock, a member of any Exchange and/or firm registered on any Exchange or any bank, trust or insurance company that trades in CFDs;
 - 25.1.3. You will not enter into any Transaction which falls within the definition of Market Abuse. You are reminded that this applies to all forms of Market Abuse such as insider trading (an abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies; in such circumstances we reserve the rights to void / cancel part/all your abusive trading transactions, close all and any of your Trading Accounts and terminate the Client Agreement under Section 22.4 or Section 22.7.
 - 25.1.4. You will not enter into any transactions which fall within the definition of Scalping or automated data entry system. Accordingly, a significant portion of your positions with short duration and with a win/loss ratio significantly in your favour may be deemed as abusive trading and will not be allowed; in such circumstances we reserve the rights to void/cancel part/all your abusive trading transactions, close all and any of your Trading Accounts and terminate the Client Agreement under Section 22.4 or Section 22.7.
 - 25.1.5. You will not enter into transactions or combinations of transactions such as holding long and short positions in the same or similar instruments at similar times either by you or by you Acting in Concert with others, possibly Connected Accounts, including between accounts held with different



- 28.7.2. any inaccurate or incomplete instructions received from you;
- 28.7.3. any reliance or use by you or any other third party with access to your Trading Account of any Financial Data which has been provided on a best endeavours basis, whether to complete a Transaction on the Trading Platform or for any other purpose whatsoever;

provided that we promptly notify you in writing of any such claim and allow you to participate, at your own expense, in the defence of any such claim. You shall not enter into any settlement or compromise of any such claim without our prior written consent.

29.DISCLAIMER

29.1 We, specifically, do not warrant that

- 29.1.1. the Trading Platform will meet your individual requirements;
- 29.1.2. your equipment, Software, and communication connections will be compatible with the hardware and Software we employ to provide the Trading Platform;
- 29.1.3. the use of the Trading Platform will be uninterrupted, secure or error-free;
- 29.1.4. we will be able to prevent third party disruptions of and to the operation of the Trading Platform;
- 29.1.5. errors will be corrected in the Trading Platform; or
- 29.1.6. we will detect every bug in the Trading Platform.

29.2. Alert messages are sent through public telecommunications facilities and you acknowledge that we do not warrant your communication device(s) will be compatible with the Alert messages sent to you or that you have operated the Alert message facility correctly. We cannot guarantee your device is able to receive such messages. Should you select 2 (two) or more means of receiving alert messages, we reserve the right to send the message via one or more, at our sole discretion.

29.3. We hereby further disclaim any, and shall have no, liability resulting from or related to any

- 29.3.1. disruption of your connections to the internet or communication failures or delays,
- 29.3.2. loss to or corruption of any of your data or records, whether stored on the Trading Platform or not, or lack of back-up thereof,
- 29.3.3. security breaches resulting in part or in whole from third-party Software or networking goods or services or from actions or events outside of our reasonable control,
- 29.3.4. provision of security-related services that we may voluntarily provide outside the scope of the Client Agreement; and



- 29.3.5. use of the Trading Platform that is not in strict compliance with the Client Agreement, or any technical documentation we provide to you or make available to you by any other means, including without limitation, on our Website.

With respect to any Financial Data or other information that we or any third party service provider provide to you in connection with your use of the Trading Platform:

- 29.3.6. except as a result of the Company's negligence, we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;
- 29.3.7. except as a result of the Company's negligence, we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information;
- 29.3.8. you will use such data or information solely in accordance and for the purposes set forth in the Client Agreement;
- 29.3.9. such data or information is proprietary to us and to third party providers as applicable, and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations; and
- 29.3.10. you will use such data or information solely in compliance with any applicable laws and regulations.

30.RECORDS

Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Trading Platform. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our discretion. You will not object to the admission of our records which may be required as evidence in any legal or regulatory proceedings.

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 Summary 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 Client 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 Client 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, interest and other charges for which you will be liable under the Client Agreement. These charges will affect your trading net profits (if any) or increase your losses, as the case may be.

32.COMPLAINTS

- 32.1. Any complaint you may have in respect of the services provided by us under the User Agreement should be made in writing and sent to us in accordance with Section 23 or the Terms & Agreements page on the Website. We have in place internal procedures for ensuring that any complaint we receive is dealt with promptly and fairly. Details of our complaints procedure is available on the Website.
- 32.2. The User Agreement is written in English and all correspondence, documents and communications between you and us shall be in English.

33.ENTIRE AGREEMENT

The Client Agreement sets out the entire agreement and understanding between the parties in respect of the matters dealt with in them. It supersedes any previous agreement or understanding between you and us in respect of their subject matter.



40. GOVERNING LAW AND JURISDICTION

The interpretation, construction, effect and enforceability of the Client Agreement shall be governed by English Law, and you and we agree to submit to the exclusive jurisdiction of the English courts for the determination of disputes. You agree all Transactions carried out on the Trading Platform are governed by English Law regardless of the location of the Registered User.

41. CONFLICTS OF INTEREST

We provide the Trading Platform for dealing in CFDs and do not carry out any competing activities which could give rise to a conflict of interest with clients or between clients. At no time can the interests of a client be harmed by the exchange of information or any other factor as envisaged under Article 22 of the EU Markets in Financial Instruments Directive. For further information please refer to our Conflict of Interest Policy which is part of the Client Agreement and is located on our Website.



“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”	The Difference in price upon the opening of a Transaction and the closing of such Transaction, plus or minus the Overnight Funding, as applicable.
“Effective Date”	The date upon which you download or obtain a copy of the Trading Platform, by any means whatsoever
Event of Default	Any of the events set forth in Section 22.7.
“Exchange(s)”	Securities or Futures Exchanges, clearing houses, self-regulatory organisations, multilateral trading facilities or alternative trading systems for Instruments.
“Expiry Date”	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”	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”	Global banks, financial institutions, brokers or other trading organisations.
“Force Majeure Event”	The existence of an emergency or an exceptional market condition, including without limitation, the events set forth in Section 16.1.
“FCA”	The Financial Conduct Authority and the Prudential Regulation Authority or any combination of them as may be responsible for the authorisation and regulation of the Company from time to time.
“FCA rules”	The rules and regulations making up the FCA regulatory framework, including but not limited to the Act, any accompanying Orders and the FCA Handbook.
“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 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.



“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.
“Initial Margin”	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”	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”	Patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer Software), database rights, semi-conductor 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”	An offer to open a transaction at a specified price or better (for more details, see Section 10.5)
“Maintenance Margin”	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”	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”	Initial Margin and the Maintenance Margin collectively.
“Margin Call”	A demand by us for you to increase the amount of money in your Trading Account to satisfy our Margin requirements.
“Market Abuse”	“Market Abuse” as defined by the UK Regulatory authority in the Glossary section of the FCA Handbook.
“Market Order”	An offer to open a transaction immediately at the best available price (for more details, see Section 10.5)
“Normal Market Size”	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”	Close at Loss or Close at Profit Order.



“Option” / “Option CFD”	Any option, which forms the underlying instrument of the CFDs offered through the Trading Platform.
“Overnight Funding”	An amount either added or subtracted from your account, as applicable, based on the rate set forth on the Trading Platform from time to time, for any Transaction that is open at the end of the international trading day (as such term is commonly known) or over the weekend when the Exchanges are closed. The Overnight Funding 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.
“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.
“Position”	Your position in relation to any CFD currently open on your Trading Account.
“Privacy Policy”	Our privacy policy which can be found on the Website.
“Registration Data”	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”	Event where an Instrument is subject to expiry and automatically rolls over the expiry to the next chronological expiry date.
“Scalping”	A trading strategy where a significant portion of the customer's positions are opened and closed by him/her within 2 minutes.
“Sell”	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”	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"	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"	Software provided by third parties embedded or used in the Trading Platform.
"Third Party Software Licences"	Licences from third parties governing Third Party Software embedded or used in the Trading Platform.
"Trading Account"	Your online account used to trade on the Trading Platform.
"Trading Hours"	The hours of trading as set forth on the Trading Platform for a particular Instrument.
"Trading Platform"	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.
"Transaction"	Either the opening or closing of an offer to either Buy or sell a CFD for an Instrument on the Trading Platform, whether by you or us, in accordance with the terms of the Client Agreement.
"Transformation"	Any event involving the transformation of one Instrument into another Instrument with different rights or benefits. Including: rights issues, scrip or bonus issues, share splits/consolidations, mergers, takeovers, spin offs, MBO's, de-listings, bankruptcies events of administration or sequestration of assets.
Unit Amount	The number or quantity of the underlying security included in one CFD. Also known as Atomic Amount.
"Website"	www.plus500.co.uk



Plus500UK Limited is authorised and regulated by the Financial Conduct Authority,
FRN 509909.



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