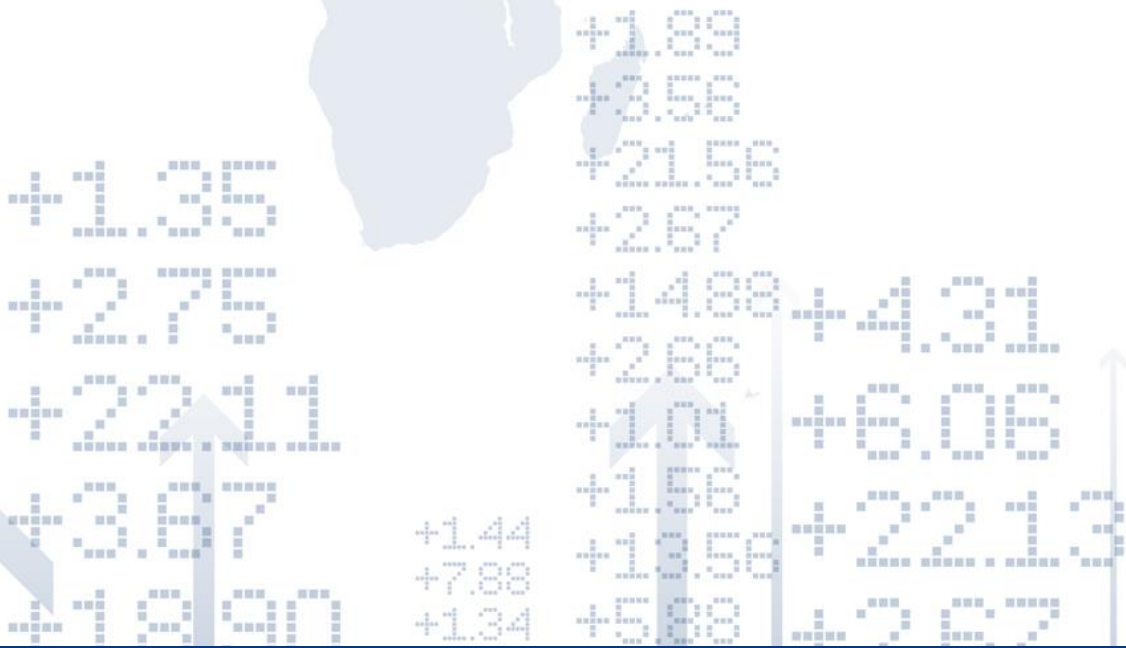


Plus500AU Pty Ltd

Plus500

World's Trading Machine



User Agreement - Australia





User Agreement - Australia

This User Agreement (“The Agreement”), including terms and conditions relating to your use of the trading service, is offered by Plus500AU Pty Ltd who are the holder of Australian Financial Services License 417727. Plus500AU Pty Ltd, is a company incorporated in Australia (ACN 153 301 681) (the “Company”, “we” and “our”) and whose address is Level 10, 45 Clarence Street, Sydney, NSW 2000.

The main business of Plus500AU Pty Ltd is the provision of an online trading platform for trading in contracts for difference (the “Trading Platform”). If we provide general financial product advice to you then you acknowledge that the advice is general in nature and does not consider your personal objectives, circumstances or needs. You must consider your own objectives, circumstances or needs, as well as the Product Disclosure Statement, before making a decision to use our services.

When we refer to “you” and “your” we mean a registered user of the Trading Platform or visitor to www.Plus500.com.au (Herein referred to as: ‘the Site’) If you decide to download our Software to use the trading demonstration (or access the trading demonstration through the Site) then the terms and conditions within this User Agreement (to the extent applicable) apply to you and by downloading the Software (or accessing the Site) you accept this User Agreement and agree to abide by the terms and conditions therein.

Trading in Contracts for differences (“CFD’s”) and use of the Trading Platform (which allows high leverage investments in CFD’s) carries a high level of risk to your investment. Make sure you fully understand the risks involved and take advice if necessary. CFD trading may not be suitable for every customer. A detailed explanation of the risks associated with trading on the Trading Platform is set out in this User Agreement and the Product Disclosure Statement available on the Site. You should ensure you fully understand such risks before entering into the Client Agreements and using the Trading Platform. This User Agreement together with the Product Disclosure Statement and the Account Opening Form (together the “Client Agreements”) constitute a legally binding contract between us. You accept the terms and conditions in the Client Agreements when you register as a user of the Trading Platform.

Subject to your fulfilling your obligations under the Client Agreements we may enter into transactions with you in contracts for differences on single securities, baskets of securities, indices, currencies, commodities, base and precious metals or any other instrument offered on the Platform. We will enter into all transactions contemplated by the Client Agreements as principal and not as agent for you or any other party. We will treat you as our customer and you agree to enter into the Client Agreements for all transactions as principal and not as agent for any other person.

This User Agreement contains the following sections:

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 carefully read the Client Agreements and any other document that we have supplied to you. We reserve the right to vary this 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 to reject the variation and discontinue your use of the Trading Platform. In the event that you reject the variation, we will terminate the Client Agreements in accordance with Section 22.7. Your continued use of the Trading Platform will constitute acceptance of the variation. Any variation to this 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 and Product Disclosure Statement at any time.

PART ONE - 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, 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 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 citizen or resident of the United States of America. Furthermore, use of the Trading Platform is prohibited from anywhere in the United States of America;
- 1.1.4 who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereof.

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 in our sole and absolute discretion.

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 Agreements by you.
- 2.2 Subject to the terms and conditions of this User Agreement, we hereby grant you, a personal limited, non-exclusive, revocable, non-transferable and non sub-licenceable license to install and use the Trading Platform in object code only, solely for your personal use and benefit in accordance with the terms of this User Agreement.
- 2.3 If any third party software is included within or embedded in the Trading Platform, then such embedded third party software shall be provided subject to the terms of this User Agreement which apply to the Trading Platform. You shall fully comply with the terms of any Third Party Licenses that we provide to you from time to time. We provide no express or implied warranty, indemnity or support for the Third Party Licenses, and will have no liability.
- 2.4 We reserve any and all rights to the Trading Platform not expressly granted to you by this User Agreement. The Trading Platform is licensed to you by us and not sold. The Trading Platform, all copies and any derivative works thereof (by whoever created), the associated goodwill, copyrights, trademarks, logos, know how, patents and any intellectual property rights, are and shall remain owned solely by the Company or our licensors. Except for the licence expressly granted to you under this Section 2, no other licence, right, or interest in any goodwill, trademark, copyright, logo, know how, patent, service mark or other IP Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.



- 2.5 You shall take all reasonable steps to:
- 2.5.1 procure and maintain in proper working order, throughout the term of this User Agreement and at your own expense, the hardware, operating environment (including operating system software), backup means and infrastructure necessary for the installation, operation and maintenance of the Trading Platform (including without limitation uninterruptible power systems and electrical back-up devices);
 - 2.5.2 prevent any virus infections, security breaches, and other disabling events from damaging the Trading Platform due to your actions or omissions; and
 - 2.5.3 implement and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.
- 2.6 Please inform us in writing 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 deliver the Trading Platform with reasonable skill and care.
- 2.8 From time to time and at our sole discretion, we shall have the right to add to, modify, or remove any of the Trading Platform without liability under this User Agreement and if we do so we shall use reasonable endeavours to replace any part of the Trading Platform with an equivalent where practicable. You agree to accept such modification(s) as part of this User Agreement.
- 2.9 We make no express or implied representation or warranty:
- 2.9.1 that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs, reconfigurations, upgrades or restrictions in Section 2.12 below);
 - 2.9.2 as to the operation, quality or functionality of the Trading Platform;
 - 2.9.3 that the Trading Platform will be free of errors or defects; and
 - 2.9.4 that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property. We will not be liable for any data lost or any equipment or software replaced by you as a result of use of the Trading Platform.
- 2.10 You:
- 2.10.1 may only use the Trading Platform for so long as you are authorised to do so;
 - 2.10.2 may not use the Trading Platform for any purpose other than for the purpose for which it has been provided under this User Agreement; and
 - 2.10.3 are responsible for all transactions effected on your account via the Trading Platform and the use of the Trading Platform (including the Account Credentials).



- 2.11 You agree not to:
- 2.11.1 use the Trading Platform for illegal or inappropriate purposes;
 - 2.11.2 (nor attempt to) interfere with or disrupt the proper operation of our software, hardware, systems or networks, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, trojan horses, worms, spyware or other malicious content;
 - 2.11.3 attempt to gain unauthorised access to our computer system or the computer system(s) of any other user, or to parts of the Trading Platform to which you do not have access rights;
 - 2.11.4 take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded;
 - 2.11.5 convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;
 - 2.11.6 carry out any commercial business on the Trading Platform;
 - 2.11.7 knowingly or negligently upload or download files that contain software or other material protected by copyright, trademarks, patents or other intellectual property rights (or by rights of confidentiality or privacy of publicity, where applicable) unless you own or control the rights thereto or have received all necessary consents; or
 - 2.11.8 falsify the origin or source of any content or other material.
- 2.12 The use of and access to the Trading Platform may not be permitted or may be blocked in some countries and jurisdictions. It is your responsibility to verify that you are permitted to use and access the Trading Platform according to the jurisdiction of your domicile, habitual residence or any country in which you may be located. Should you try to access the Trading Platform from a different country to that which you originally registered please ensure access is permitted and is not blocked.
- 2.13 You shall not be entitled to download, save or copy the Trading Platform for any other use than the one it is intended for.
- 2.14 We reserve the right to suspend or terminate access to the Trading Platform at any time.

3. ACCOUNT CREDENTIALS

- 3.1 When you first access the Trading Platform you will be asked to enter your Account Credentials to access the Trading Platform, which are confidential and shall be used solely by you.
- 3.2 You:
- 3.2.1 are responsible for ensuring that your Account Credentials remain confidential and for taking such other precautions as may be necessary to ensure they cannot be used by any person other than you; and
 - 3.2.2 must notify us immediately if you become aware that your Account Credentials



have in any way become compromised or if any third party may be able to use your Account Credentials to access the Trading Platform.

- 3.2.3 You agree that we do not have to establish the authority of anyone quoting your account number or Account Credentials. The use of your Account Credentials by any third party is expressly prohibited.
- 3.3 If we believe that there is likely to be a breach of security we may require you to change your Account Credentials or suspend your access to the Trading Platform. We reserve the right to edit, amend or issue you with new Account Credentials or require a change of your Account Credentials at any time by giving notice to you.
- 3.4 You are responsible for ensuring that you alone control access to your Account Credentials, and that no minor or other person is granted access to the Trading Platform using your Account Credentials. You agree that you are ultimately and solely responsible for all actions on the Trading Platform when accessed through your Registration Data, including any negligent or unauthorised disclosure of your Account Credentials. You undertake to immediately notify us in writing if you become aware of any loss, theft or use by any other person or entity other than you, of any of your Registration Data, including your Account Credentials. You acknowledge that it is your responsibility to ensure your computer or device does not permit your access password to be saved to enable automatic re-logging.
- 3.5 You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorised use of the Trading Platform through your Account Credentials.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge that all IP Rights in the Trading Platform are owned by us or our licensors.
- 4.2 You will not:
 - 4.2.1 copy, record, edit, alter or translate any of the Trading Platform, or any part of the Trading Platform. This shall include, without limitation not removing, editing or otherwise interfering with (or attempting to remove edit or otherwise interfere with) any names, marks, logos or branding on the Trading Platform;
 - 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 IP Rights, and shall use your best efforts to protect our IP Rights from infringement by third parties.
- 4.3 The Trading Platform, all copies and any derivative works thereof (by whoever created), the associated goodwill and any IP 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 IP Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.
- 4.4 Unless expressly permitted in this User Agreement, you shall not:
 - 4.4.1 assign, sublicense, transfer, pledge, lease, rent, distribute or share the Trading Platform or any rights thereto under the Client Agreements;
 - 4.4.2 separate any component part of the Trading Platform, or separately use any component part thereof on any equipment, machinery, hardware or system whatsoever;



- 4.4.3 decompile, disassemble, reverse compile, reverse engineer, create derivative works of or reproduce (other than one copy solely for backup and archival purposes) the Trading Platform or any parts thereof;
- 4.4.4 remove or destroy any proprietary marking or legends placed upon or contained within the Trading Platform;
- 4.4.5 develop methods to enable unauthorised parties to use the Trading Platform;
- 4.4.6 attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Trading Platform by any means whatsoever;
- 4.4.7 provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or 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;
- 4.4.10 use the Trading Platform or any Financial Data to conduct any fraudulent, inappropriate or illegal activities, including without limitation deceptive impersonation; or
- 4.4.11 permit or encourage any third party to do any of the foregoing.

5. REGISTRATION DATA

- 5.1 In order to use the Trading Platform, you must register with us by providing personal details, including identity documents, as Registration Data.
 - 5.1.1 You acknowledge that Plus500AU may make enquiries as to your identity and other personal information as required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006. Plus500AU may apply processes to verify your identity, for which a Photo ID and Residence information may be required. Your personal information will be treated in accordance with the Australian Privacy Principles in the Privacy Act 1988 (Cth).
 - 5.1.2. Plus500AU will not establish a business relationship with you unless and until your identity has been successfully verified and/or all necessary documents have been received and verified. Moreover, Plus500AU reserves its right to impose additional due diligence requirements where the AML compliance officer considers them necessary. You acknowledge that unless the verification of your Trading Account is completed, the Client acceptance procedure cannot be finalised and you will not be able to trade with us.
- 5.2 To verify your identity for the purposes of anti-money laundering, identification and risk mitigation, you, voluntarily provide GB Group PLC (“GBG”) and/or other providers with your Personal Data (as defined below) and hereby expressly consent to and authorise the following:

“Personal Data” refers to such data only consist of the following (and shall include any updated data of the following items from time to time):

 - (a) your full name, including surname, given name and other name;



- (b) your date of birth; and
- (c) your correspondence address.

This consent and authorization is given by you to Plus500 on its own behalf, and on behalf of, and as agent for, GBG and TransUnion Limited (“TransUnion”) for the following uses of your Personal Data:

- (i) the transfer to TransUnion by the Plus500, through GBG, of your Personal Data for verification of your Personal Data;
- (ii) TransUnion checking if your Personal Data is on the database of TransUnion;
- (iii) TransUnion providing the matching result to GBG and Plus500, irrespective of its location, without having sent you any copy of the result for your review; and
- (iv) Retention of the Personal Data for the period necessary.

By submitting this data, you understand the above and you give consent to and authorise Plus500, GBG and TransUnion to act in accordance with (i) to (iv) above. Further, you agree and acknowledge that the use of your Personal Data for the above by the Plus500, GBG and TransUnion shall not be made the basis for any complaint, claim, suit, demand or cause of action or other proceeding against the Plus500, GBG, or TransUnion Limited by you or any third party.

5.3 You agree and undertake to:

- 5.3.1 notify us of any changes to your personal and financial information that you provided with your application, by emailing us through our “Contact Us” page on our Website;
- 5.3.2 provide true, accurate, current and complete Registration Data as prompted by the registration process;
- 5.3.3 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
- 5.3.4 log out from your account at the end of each session on the Site to prevent unauthorised use of your account.
- 5.3.5 We may carry out checks (including but not limited to verification of identity, fraud prevention checks and checks into your current and past investment activity) from time to time as we deem appropriate, or as required by law, and a time limit may be applied to our checking processes. Your Registration Data or other information may be used in the detection and/or 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.
- 5.3.6 In the event we become aware of any illegal activity, impropriety in the Registration Data or failure of any due diligence requirement, we may freeze your account. Should such an event occur we may not be in a position to release funds and may not be able to carry out subsequent instructions from you. We reserve the right to cancel trades should you be in breach of this paragraph.

5.4 Once logged onto the Trading Platform using your Account Credentials, you authorise us to rely upon any information or instructions set forth in any data transmission using your Registration Data, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.



- any loss, cost, claim, demand or expense following any Manifest Error.
- 15.5 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.
- 15.6 You shall comply with any restrictions that we notify to you from time to time with respect to your activities on the Trading Platform, including without limitation, the size of Transactions or other conditions that may apply to our quote. You acknowledge that we may offer to and impose on each user, in our sole discretion, different terms and restrictions with respect to their use of the Trading Platform.
- 15.7 You acknowledge that whilst the Prices generated on our platform will take into account market data from various sources, they are not taken directly from any 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. 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 generating Prices or affect the Prices being generated. Our prices may differ from the current prices on the relevant Exchanges and you acknowledge that a Transaction may be triggered even though:
- 15.7.1 An Exchange never traded at the level of your Transaction; or
 - 15.7.2 The Exchange did trade at the level of your Transaction but for such a short period that it would have been impractical to execute an equivalent transaction on the Exchange.
- 15.8 When you complete a Transaction on the Trading Platform, you agree that you are dealing with us as principal, off-exchange and are not dealing on the Exchange.
- 15.8.1 Please remember that when you open a transaction on the Trading Platform you are trading with CFDs, which means that you enter into a contract 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. You acknowledge and agree that you are not entitled to ownership of the underlying asset of such a contract (for example the actual Shares or the Rights offered in a Rights Issue event or the Shares offered in an Options contract)."
- 15.9 You acknowledge that any prices quoted on the Trading Platform are set by us in our reasonable discretion, taking into account a variety of factors including prevailing market conditions and trading demand on the Trading Platform. You undertake and agree not to use the prices quoted on the Trading Platform for any purpose other than for your own trading purpose, and you agree not to redistribute our prices to any other person whether such redistribution is for commercial or other purposes.
- 15.10 You acknowledge that each Transaction is made for a specified number of units that constitute the underlying Instrument. You may only complete Transactions on the Trading Platform for the minimum number of units as set forth on the Trading Platform as the "Unit Amount", and in multiples of such "Unit Amount" up until the maximum amount permitted by the Trading Platform. You acknowledge and agree that we may set, in our sole and absolute discretion, the "Unit Amount" for each Instrument.
- 15.11 Each Transaction opened by you, and any Transaction completed, will be binding on you notwithstanding that by opening the Transaction you may have exceeded any credit or other



limit applicable to you or in respect of your dealings with us.

15.12 Subject to Section 15.15 you may request a quote to open or close a Transaction for a particular Instrument, at any time during the Trading Hours for such Instrument. We will be under no obligation to but may, in our absolute discretion, provide a quote and accept and act on your offer to open or close a Transaction for an Instrument outside of the Trading Hours of such Instrument. In some cases Transactions may only be traded during the time when the relevant exchange where the Instrument is traded is open. Trading Hours are displayed on the Trading Platform under the details link for each specific Instrument. It is your responsibility to ensure you are aware of which Instrument may be affected.

15.13 Without derogating from Section 10.4, if, prior to the acceptance of your offer to open or close a Transaction, we become aware that any of the factors set out in Section 15.14 have not been met, we reserve the right to reject your offer outright. If we have, nevertheless, already opened or closed a Transaction prior to becoming aware that a factor set out in Section 15.14 has not been met, we may, in our absolute discretion, either treat such a Transaction as void from the outset or close it at our then prevailing price. However, we may, in our absolute discretion, allow you to open or, as the case may be, close the Transaction in 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 15.12, 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, in our sole discretion, notify you from time to time.



16. FORCE MAJEURE EVENTS

- 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 commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the CFDs in respect of which we deal on the Trading Platform;
 - 16.1.2 the suspension or closure of any Exchange or the occurrence, abandonment or failure of any Instrument on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
 - 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, in our absolute discretion, without notice and at any time, take one or more of the following steps
- 16.2.1 alter your Margin requirements; which may result in you requiring 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 Agreements 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.
- 16.3 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 Agreements were concluded.



or other charges which we incur in any currency conversion. You are aware and acknowledge that we may, in our sole discretion, require you to increase the amount in your Trading Account pursuant to a Margin Call. A Margin Call may be based upon a number of factors, including without limitation, your overall position with us, your account size, the number of open Transactions you have, volume traded, your trade history and market conditions. No previous Margin requirements specified by us shall preclude us from increasing the rates of Margin without notice. It is your responsibility to monitor at all times the funds available in your Trading Account to cover any Margin required under this user Agreement and any additional margin that may become necessary.

- 18.4 You agree to immediately satisfy any Margin Calls, by electronic transfer to your Trading Account in the time prescribed by us. Our failure on one or more occasions to enforce or exercise our right to insist on immediate payments as set forth herein will not amount to a waiver or bar to enforcement of that right. Failure to meet the Margin Requirement at any time, or failure to make a Margin Payment when due, may result in Force Closure or partial closure of your open positions without further notice to you.
- 18.5 In certain circumstances you may encounter a limit on your Deposit for credit reasons (section 5.3.5). To meet your Margin requirements you should consider reducing the total number of your open Transactions (section 18.1).

19. PAYMENTS AND SET-OFF

19.1 Upon completing a Transaction, and subject to any applicable adjustments for interest as set forth in this User Agreement:

19.1.1 You shall be liable for the Difference if the Transaction is:

- (i) a Sell, and the closing price of the Transaction is higher than the opening price of the Transaction; or
- (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 19.1 are due immediately upon the closing price of your Transaction being determined by us and the Transaction being closed.

19.3 You hereby authorise us to automatically withdraw from the designated client money account, and to make a corresponding deduction to the balance of your Trading Account, 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.

19.4 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. Where you do not make such a request, we will be under no obligation to, but may, in our absolute



from you by any other lawful means.

- 19.11 Should your country of residence operate regulations or laws which restrict the use of 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 or associated transactions.
- 19.12 Where possible, Plus500AU will ordinarily remit money in the same method and to the same source from which it was received. 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.
- 19.13 Withdrawal from your Trading Account is carried out within a minimum of three (3) business days and up to seven (7) business days upon receipt of the withdrawal request. Please note, however, that withdrawals to a bank account via bank transfer may be subject to further delays. Following receipt of a withdrawal instruction, the request is processed and the requested withdrawal amount will be deducted from your Trading Account balance. During such time until the withdrawal request is fully processed and settled, the withdrawal request can be canceled either by you (**DIRECTLY OR IMPLICITLY BY OPENING NEW POSITIONS WITH THOSE FUNDS**) or by us and the withdrawal amount requested can be used to satisfy your liabilities for any Transactions completed during such time, pursuant to Section 19.1 in conjunction with the terms of Section 19.3

20. INACTIVITY FEE

- 20.1 Fees may be payable by you by virtue of the fact that the Trading Platform is continually provided to you for trading in CFD's, regardless of your actual use.
- 20.2 If there are no transactions on your account for a period of at least three months, you will be liable to pay a fee ('Inactivity fee') in return for the provision of administrative and information services and the continued availability of your Trading Account.
- 20.3 You shall pay Inactivity Fees as agreed with you from time to time or we may deduct such Fees from any funds held by us on your behalf.
- 20.4 The Inactivity Fee will be equal to the lesser of the remaining balance in your account or \$10USD, levied quarterly and in the Base currency of your account.
- 20.5 Upon assessment of the Inactivity Fee your Trading Account may be closed.

21. IDENTITY CHECKS

- 21.1 We or agents acting on our behalf may make a verification request to a credit reporting body to assist in verifying your identity for the purposes of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, or related rules and regulations.
- 21.2 In addition to our rights under Section 5.3.5 we may disclose your name, residential address and your date of birth to the credit reporting body.
- 21.3 You can request the credit reporting body to provide an assessment of whether the personal information matches (in whole or part) personal information held by the credit reporting body.



- 21.4 The credit reporting body may prepare and provide to us or agents acting on our behalf an assessment as referred to in Section 21.3 above, and may use your personal information, and personal information held by the body that is the names, residential addresses and dates of birth of other individuals, for the purpose of preparing such an assessment.
- 21.5 By entering into this User Agreement, you consent to us making a verification request to a credit reporting body to assist in verifying your identity and to the disclosure of your personal information for this purpose.
- 21.6 If you do not wish for your personal information to be disclosed to a credit reporting body, you must notify us prior to us making the verification request, and we will provide you with an alternative means of verifying your identity.

PART 4 - GENERAL TERMS RELATING TO OUR RELATIONSHIP WITH YOU

22. TERM, TERMINATION AND CANCELLATION

- 22.1 You have the right to cancel the Client Agreements by providing us with fourteen (14) days written notice in advance and only if you have not instructed any Transactions on the Trading Platform. Such cancellation period will be deemed to begin on the day you entered into the Client Agreements with us.
- 22.2 You shall be entitled to terminate use of the Trading Platform by providing us with thirty (30) days written notice by emailing us through our "Contact Us" page on our Website in advance and only if you have no open Transactions on the Trading Platform.
- 22.3 In the event that you withdraw all monies on your Trading Account and cease to trade, without closing the Trading Account, your Trading Account will remain inactive until you deposit more money with us.
- 22.4 The Client Agreements may be terminated by either party at any time, if
 - 22.4.1 the other party fails to make any payment when due; or
 - 22.4.2 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.
- 22.5 We may immediately terminate the Client Agreements by providing written notice if:
 - 22.5.1 you breach any warranty or representation under the Client Agreements or any other agreement between the parties, or any warranty or representation proves to have been false or misleading in any material respect at the time it was made or given;
 - 22.5.2 You fail to provide information required by the Company in a timely manner in relation to any verification process applied by the Company to your Registration Data.
 - 22.5.3 you materially breach any term or condition of the Client Agreements (including the terms of any Transaction); or
 - 22.5.4 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.

- 22.6 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.
- 22.7 We shall be entitled to terminate the Client Agreements immediately by providing you written notice, with or without cause, in our sole and absolute discretion.
- 22.8 If you have committed an Event of Default or breach of warranty or we decide to terminate the Client Agreements pursuant to Section 22.6, we may, in our absolute discretion, at any time and without prior notice:
- 22.8.1 Force Closure of all or any of your open Transactions;
 - 22.8.2 exercise any set-off rights we have under this User Agreement; and
 - 22.8.3 close all or any of your accounts held with us of whatever nature and refuse to enter into further Transactions with you.
- 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, although not the obligation, to close or partially close any or all open position(s). The exact timing and circumstances surrounding any margin call event can vary, so no assumptions should be made based on previous decisions. Once your equity falls below the required maintenance margin, Plus500 may allow you some additional time to add funds to the account or to close your position(s). If the position(s) are still open at the end of this grace period and funds have not been added to the account, then the position(s) or part of the positions will be closed at the available price on our platform at that time. You acknowledge that this may result in further losses. You further acknowledge that it is your sole responsibility to monitor your open position(s) 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 original remitting account as notified to us (such option being at our sole discretion). In the event that you fail to provide instruction we shall forward such funds (at our sole discretion) directly to your original remitting account as notified to us. No penalty will be payable by either party on cancellation or termination of the Client Agreements.
- 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 Client Agreements; and (ii) any and all taxes and other sums that we are required to withhold from such remittance in accordance with applicable law. Such remittances may be subject to an administration charge.
- 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 Client Agreements 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 Expiry or termination of the Client Agreements for any reason will:
- 22.14.1 be without prejudice to any obligation or right of any party which has accrued prior



open a Transaction on the Trading Platform. By doing so, you warrant that you understand the terms and conditions of the Client Agreements, and any legal and financial implications thereof;

- 24.1.5 any person representing you in opening or closing a Transaction will have been, and the person entering into the Client Agreements on your behalf is, duly authorised to do so on your behalf;
- 24.1.6 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;
- 24.1.7 you will not enter into any Transaction in a manner that constitutes 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 22.5;
- 24.1.8 you will not enter into any Transaction in a manner that constitutes Scalping or through the use of an automated data entry system. Such Transactions will only be permitted with our prior written consent. Accordingly, a significant portion of client transactions with short duration 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 Agreements under Section 22.5;
- 24.1.9 you will not, either acting alone or Acting in concert with others, possibly using Connected Accounts, held with different entities within the Plus500 group of companies enter into transactions or combinations of transactions such as holding long and 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 and/or bonuses). Such activity shall be subject to our right to seek reimbursement by equalization from you or any of the Connected Accounts, and/or the voiding of all trades (and associated profits), and where relevant the withdrawal of the bonus;
- 24.1.10 you have obtained all relevant governmental or other authorisations and consents required by you in connection with the Client Agreements and in connection with opening or closing Transactions and such authorisations and consents are in full force and effect and all of their conditions have been and will be complied with;
- 24.1.11 you have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the Trading Platform;
- 24.1.12 the execution, delivery and performance of the Client Agreements 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; and
- 24.1.13 other than in exceptional circumstances you will not send funds to your Trading Account from any bank 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.

24.1.14 From time to time we may offer money bonuses by way of promotion. Details of the terms and conditions associated with such money bonuses can be found on the “limited time promotions” page of the website and may vary from time to time. You warrant you will abide by the restrictions and limitations in force in respect of these bonuses should you qualify for one. A breach of any of these restrictions and limitations will invalidate or render void any bonuses and associated trading gains. All bonuses on your account are subject to restrictions and may lapse if not utilized. Advertised bonuses are restricted to one account per household.

- i. In relation to the Welcome/Phone Verification Bonus, by choosing to validate your phone number and entering the code you receive in the relevant field, you provide your consent to the terms and conditions associated with this bonus.
- ii. In relation to the First Deposit Bonus, by entering the relevant bonus code in the deposit field, you provide your consent to the terms and conditions associated with this bonus.
- iii. If you do not wish to receive the Welcome/Phone Verification Bonus, do not validate your phone number and/or do not enter the code you receive in the relevant field and/or contact us via the “Contact Us” page on our Website indicating so. This page is also available through the “Help” menu on the Plus500 Trading Platform.

24.1.15 In relation to Transactions that you enter into, you:

- i. are not an employee, owner or director of the entity (or a related entity) that is the issuer of the Instrument underlying the Transaction;
- ii. will not use information that is not generally available and which would have a material effect on the price of Transaction ; and
- iii. agree that if we reasonably suspect that paragraphs i or ii may have been contravened in respect of a Transaction, you will supply us with such further information which we may reasonably request from you about where you obtained information about a particular entity.

24.2 Any breach by you of any of the representations and warranties set forth in Section 24.1 or anywhere else in the Client Agreements renders any Transaction voidable from the outset or capable of being closed by us at our then prevailing prices, in our absolute discretion.

25. COUNTERPARTY DISCLOSURE

25.1 The trading you conduct on the Trading Platform is not conducted on an Exchange. We act as a counterparty in Transactions conducted on the Trading Platform and, therefore, act as the buyer when you offer to sell an Instrument and the seller when you offer to buy an Instrument. The prices we offer on the Trading Platform might not be the best prices available and we may offer different prices to different users.

25.2 Although we are the counterparty to each of your Transactions, we may limit our risk by immediately hedging (offsetting) your Transactions with another transaction that we enter into with a Financial Institution. We are compensated by marking up the price we received from



the Financial Institution. You should be aware that we may make money if the market goes against you. Additionally, since we act as the buyer or the seller in a Transaction, you should carefully evaluate any trade information you receive from us, or from any referred Financial Institution.

26. INDEMNITY

- 26.1 You agree to indemnify, and hold us, our affiliates, employees, agents and successors harmless, from and against any and all liabilities, losses, damages, costs and expenses, including attorney fees, we incur arising out of your failure to fully and timely perform your obligations under the Client Agreements or any Third Party Licences, or as a result of your breach of any warranty, representation or covenant made by you under the Client Agreements or any Third Party Licences. Without derogating from the generality of the foregoing, you agree to be fully and personally liable for the due settlement of every Transaction entered into using your Account Credentials on the Trading Platform, including any and all taxes, fees and assessments that may be payable with respect to a Transaction to any governmental entity. You agree to indemnify us fully in respect of all liabilities, costs and losses whatsoever as we may incur as a result, direct or indirect, of your failure to perform or settle a Transaction, including with respect to Financial Institutions which we contract with to execute Transactions on your behalf.

- 26.2 You also agree to promptly pay us all damages, costs and expenses, including legal fees, we have incurred in the enforcement of any of the provisions of the Client Agreements and any other agreements we have with you. Further, we shall not be held liable and are released from all claims and losses arising out of:
 - 26.2.1 any act or omission by any person obtaining access to your Trading Account or Account Credentials, whether or not you have authorised such access;
 - 26.2.2 delay, failure or error by you in implementing any reasonable instruction we have provided to you;
 - 26.2.3 inaccurate or incomplete instructions received by you; and
 - 26.2.4 any reliance or use by you or any other third party with access to your Trading Account of any Financial Data, 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.

27. DISCLAIMER

- 27.1 We, specifically, do not warrant that
 - 27.1.1 the Trading Platform will meet your requirements;
 - 27.1.2 your equipment, software, and communication connections will be compatible with the hardware and software we employ to provide the Trading Platform;
 - 27.1.3 the use of the Trading Platform will be uninterrupted, secure or error-free;
 - 27.1.4 we will be able to prevent third party disruptions of and to the operation of the Trading Platform;
 - 27.1.5 errors will be corrected in the Trading Platform; or



- 27.1.6 we will detect every bug in the Trading Platform.
- 27.2 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. Plus500 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.
- 27.3 We hereby further disclaim any, and shall have no, liability resulting from or related to any
 - 27.3.1 disruption of your connections to the internet or communication failures or delays,
 - 27.3.2 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,
 - 27.3.3 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,
 - 27.3.4 provision of security-related services that we may voluntarily provide outside the scope of the Client Agreements; and
 - 27.3.5 use of the Trading Platform that is not in strict compliance with the Client Agreements , or any technical documentation we provide to you or make available to you by any other means, including without limitation, on our Site.
- 27.4 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:
 - 27.4.1 we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;
 - 27.4.2 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;
 - 27.4.3 you will use such data or information solely in accordance and for the purposes set forth in the Client Agreements;
 - 27.4.4 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
 - 27.4.5 you will use such data or information solely in compliance with any applicable laws and regulations.

28. LIMITATION OF LIABILITY

- 28.1 Subject to Sections 28.2 to 28.5 our aggregate liability to you in respect of all claims arising out of or in connection with the Client Agreements (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) will be limited to the aggregate amount of the deposits less withdrawals on your Trading Account.
- 28.2 Subject to Sections 28.3 and 28.5, neither party will be liable to the other for:
 - 28.2.1 any loss (whether direct or indirect) of revenue or profits;



- 28.2.2 any loss (whether direct or indirect) of anticipated savings;
 - 28.2.3 any loss (whether direct or indirect) of goodwill or injury to reputation;
 - 28.2.4 any loss (whether direct or indirect) of business opportunity or arising from business interruption;
 - 28.2.5 any loss (whether direct or indirect) of or corruption to data;
 - 28.2.6 indirect, consequential, incidental, exemplary, punitive or special loss or damage in each case arising out of or in connection with the Client Agreements including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise, and regardless of whether either party knew or had reason to know of the possibility of the loss, injury or damage in question.
- 28.3 Nothing in the Client Agreements will exclude, limit or restrict either party's liability for death or personal injury resulting from the negligence of that party (or its officers, agents or employees) or any other matter in respect of which liability cannot by applicable law be limited.
- 28.4 Nothing in this Section 28 will exclude, limit or restrict either party's liability for fraud or fraudulent misrepresentation committed by that party (or its officers, agents or employees).
- 28.5 Subject to Sections 28.1 to 28.4, our liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in Australia.
- 28.6 You acknowledge that the Trading Platform has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Trading Platform meet your requirements.
- 28.7 You acknowledge that the Trading Platform may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of any of the Client Agreements.
- 28.8 The Client Agreements set out the full extent of our obligations and liabilities in respect of the supply of the Trading Platform. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in the Client Agreements. Any condition, warranty, representation or other term concerning the supply of the Trading Platform which might otherwise be implied into, or incorporated in, the Client Agreements, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

29. RECORDS

- 29.1 Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Trading Platform.
- 29.2 You will not:
- 29.2.1 rely on us to comply with your record keeping obligations, although records may be made available to you on request in accordance with the requirements of applicable law and, otherwise, in our absolute discretion; or
 - 29.2.2 object to the admission of our records as evidence in any legal or regulatory proceedings because such records are not originals, are not in writing or are documents produced by a computer.



30. AUTHORITY TO TRADE; YOUR CONDUCT

- 30.1 You hereby authorise us to act on any instruction given or appearing to be given by you on the Trading Platform.
- 30.2 We shall be entitled, and you hereby authorise us, to rely upon any oral, electronic or written communication or instruction received from you. You agree that:
- 30.2.1 once logged on to the Trading Platform following entry of the Account Credentials, we are authorised to act upon instructions without enquiring as to the validity of the instructions and to consider the instructions of like force and effect as written orders made by you;
 - 30.2.2 following log-in to the Trading Platform, nothing in this section will oblige us to verify the validity of each instruction or the signatures prior to every trade; and
 - 30.2.3 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 and save 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, delay in acting upon or refusal to act upon any such instructions or information.
- 30.3 Without derogating from the above, we will not be under any duty to act in accordance with any instruction if we reasonably believe that:
- 30.3.1 the person who provided such an instruction was acting in excess of his authority;
 - 30.3.2 acting upon such an instruction would infringe any law, rule, regulation or the Client Agreements; or
 - 30.3.3 in the event that we have accepted an offer to perform a Transaction that we later suspect falls within Sections 30.3.1 or 30.3.2, we may, in our absolute discretion, either close such a Transaction at the then prevailing price quoted on the Trading Platform or treat the Transaction as having been void from the outset.
- Nothing in this Section shall be construed as an obligation on our part to inquire about the authority of any person who purports to represent you.
- 30.4 Any offer to open or close a Transaction (including an Order) must be made by you through the Trading Platform only. Written offers to open or close a Transaction, including offers sent by fax, email or text message will not be accepted.
- 30.5 If we receive an offer to open or close a Transaction other than in accordance with Section 30.4, we may act on such an offer, in our absolute discretion, however we will not be responsible for any loss, damage or cost that you suffer or incur arising out of any error, delay or omission in our acting or refusing to act on such an offer.
- 30.6 We will not be responsible for any loss, damage or expense arising out of a failure by you to open or close a Transaction, or otherwise communicate with us, for any reason whatsoever, other than for wilful default or negligence on our part.
- 30.7 It is your responsibility to ensure, at all times, that we have been notified of your current and updated Registration Data including current and correct address, contact phone number and email address. You must immediately update the Trading Platform in the event of a change to your address or contact details, unless we agree to another form of communication.
- 30.8 It is your responsibility to make sure that you read all notices, rules, disclaimers, terms and



35. ADDITIONAL SERVICES

- 35.1 You acknowledge that we may provide the Trading Platform to other parties, and agree that nothing herein will be deemed or construed to prevent us from providing such services.

36. WAIVER

- 36.1 Any failure to exercise or any delay in exercising a right or remedy provided by the Client Agreements or at law or in equity (and/or the continued performance of the Client Agreements) will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Client Agreements will not constitute a waiver of any other breach and will not affect the other terms of the Client Agreements.
- 36.2 The rights and remedies provided by the Client Agreements are cumulative and (except as otherwise provided in the Client Agreements) are not exclusive of any rights or remedies provided at law or in equity.

37. ASSIGNMENT

- 37.1 You may not assign or transfer any of your rights or delegate any of your obligations under the Client Agreements, whether by operation of law or otherwise, either on a permanent or temporary basis to a third party without our prior written consent.
- 37.2 You acknowledge and agree that we may assign our rights or obligations under the Client Agreements to a successor of all or substantially all of our business or assets without prior written consent. Subject to the foregoing, the Client Agreements will bind and inure to the benefit of the parties and their respective successors, and is not intended to confer any other entity or person any rights or remedies hereunder.

38. PRECEDENCE

- 38.1 In the event of a conflict between any of the provisions of the Client Agreements and the terms of the Product Disclosure Statement, the Product Disclosure statement shall prevail to the extent of any inconsistency. . To the extent of any inconsistency between this User Agreement and the Account Opening Form, this Agreement shall prevail.

39. GOVERNING LAW AND JURISDICTION

- 39.1 The interpretation, construction, effect and enforceability of the Client Agreement shall be governed by the law of the State of New South Wales, Australia. You agree all Transactions carried out on the Trading Platform are governed by the law of the State of New South Wales, Australia, regardless of the location of the Registered User.
- 39.2 You agree to irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia. We reserve the right to commence proceedings in any court of competent jurisdiction.



PART FIVE - DEFINITIONS

“Account Credentials”	means a unique username and password used by you to access and use the Trading Platform
“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 Message”	All computer system generated messages sent to a customer by Push, SMS, email or other means of communications 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
“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
“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, 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
“Credit reporting body”	has the meaning set out in the Privacy Act.
“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
“Dynamic Spread”	means that the spread, i.e. the difference between the “Bid” and “Ask” price, is dynamic and can change during the time the position is open.
“Effective Date”	means the date upon which you download or obtain a copy of the Trading Platform, by any means whatsoever
“Event of Default”	means any of the events set forth in Section 22.5



“Exchange(s)”	means securities or futures exchanges, clearing houses, self-regulatory organisations, multilateral trading facilities or alternative trading systems for Instruments
“Expiry Date”	means the date and any time set 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
“Forced Close” or “Forced Closure”	“Force Close” or “Force Closure” means for us to close any and all of your open Transactions, whether at a loss or a profit, at a closing price based on the then prevailing quotations or prices offered on the Trading Platform or, if none, at such levels as we consider fair and reasonable.
“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 Contracts”	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”	means an Order to execute a trade to close an open position at an exact price specified.
“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
“IP 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, 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”	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



“Scalping”	means a trading strategy based on the notion that a significant portion of the Client’s transactions are opened and closed within two (2) minutes 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”
“Site”	Means- plus500.com, plus500.com.au or such country specific equivalent
“Software”	means the software provided by us which you will need to download in order to use the Trading Platform
“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 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)
“Transaction”	means 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 Agreements
“Transformation”	Means any event involving the transformation of one Instrument into another Instrument with different rights or benefits and includes 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 Instrument included in one CFD. Also known as Atomic Amount.

