

Plus500AU Pty Ltd

Plus500

World's Trading Machine

User Agreement - South Africa



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This User Agreement (the “Agreement”), including terms and conditions relating to your use of the trading service, is offered by Plus500AU Pty Ltd who is an authorised Financial Services Provider, licence number 47546, and regulated by the Financial Services Board. Plus500AU Pty Ltd, is a company incorporated in Australia (ACN 153 301 681) (the “Company”, “we” and “our”) and whose address is P.O. Box H339, Australia Square, Sydney NSW 1215, Australia.

The main business of Plus500AU Pty Ltd is the provision of an online trading platform for trading in contracts for difference (the “Trading Platform”). We may provide you with objective financial information that does not take into account your personal objectives, circumstances and/or needs. You must consider your own objectives, circumstances or needs, before making a decision to use our services. We recommend that you should take advice from your own independent financial advisor prior to trading on the Trading Platform.

When we refer to “you” and “your” we mean a registered user of the Trading Platform or visitor to www.plus500.co.za (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 Agreement (to the extent applicable) apply to you and by downloading the Software (or accessing the Site) you accept this Agreement and agree to abide by the terms and conditions therein.

Trading in Contracts for differences (“CFDs”) 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 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 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 you fulfilling your obligations under the Client Agreements we may enter into transactions with you in CFDs 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 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 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



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 of this Agreement, 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 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 or the Financial Intelligence Centre Act of 2001. 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) or any other applicable data protection law.
 - 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 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 Plus500AU 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 the Company, Plus500AU, 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 Company, Plus500AU, 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.



6. ASSESSING APPROPRIATENESS

- 6.1 Part of the Registration Data you provide allows us to assess whether the product traded on the Trading Platform is suitable for you, in accordance with the rules of the Financial Services Regulator.
- 6.2 We are entitled to rely on the information you provide to us unless we are aware that such information is manifestly out of date, inaccurate or incomplete. We may assess your suitability on the basis of the information you give to us.
- 6.3 We will assess your knowledge and experience on the basis of the information received from you to enable a decision to be made on appropriateness. If we determine that the Trading Platform is not suitable for your level of experience and/or knowledge of CFDs we will notify you and we may not be able to open a Trading Account for you.
- 6.4 If you elect not to provide the information required to allow us to assess suitability, or if you provide insufficient information regarding your knowledge or experience, we may be unable to determine whether the Trading Platform is appropriate for you and therefore may decline your application to open a Trading Account.
- 6.5 If you ask us to complete your registration or any Transaction, despite being provided with a notification that the product we provide might not be suitable for you, we reserve the right to refuse to complete your registration or any Transaction. In making such a decision we will have regard to the circumstances.

7. CONFIDENTIALITY

- 7.1 You recognise that under the Client Agreements, you may receive our trade secrets and/or confidential or proprietary information. All information belonging to or relating to us including, without limitation, information concerning business plans, customers, supplies, services, IP Rights and/or financial information received by you as a result of entering into or performing the Client Agreements which is designated as confidential by us or is otherwise clearly confidential in nature constitutes "confidential information".
- 7.2 You agree not to use our confidential information for any purpose other than the purpose for which it is supplied to you under the Client Agreements and agree not to divulge confidential information received from us to any third party, and to prevent its disclosure to or access by any third party without our prior written consent except as may be required by law or any legal or regulatory authority.
- 7.3 You will use a reasonable degree of care to protect our confidential information. This obligation will survive the termination of this Agreement 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.
- 7.4 The obligations in this Section 7 shall not apply in relation to:
 - 7.4.1 information which is or becomes public knowledge other than as a result of a breach of this Section 7;
 - 7.4.2 information which you knew prior to the our first disclosure to you or received from a third party entitled to disclose the same; and
 - 7.4.3 information which any party is required to disclose by: law, any court of competent jurisdiction, any government agency or regulatory body lawfully requesting the same or by the regulations of any stock exchange provided that (to the extent not prohibited by law or order of court, government agency or regulatory body or stock



exchange regulation) you promptly notify and consult with us in advance in relation to the timing and content of such disclosure.

- 7.5 You acknowledge that we shall be entitled to seek specific performance, injunctive relief or any other equitable remedies for any breach or threatened breach of any provision of this Section 7, which remedies shall not be deemed to be exclusive remedies for such breach or threatened breach by you, but shall be in addition to all other remedies available to us at law, in equity, or otherwise.

8. PRIVACY POLICY

- 8.1 Personal information collected by us is treated as confidential and is protected by the *Privacy Act 1988* (Cth) and other applicable data protection law. We collect, hold, use and disclose your personal information in accordance with our Privacy Policy which is available at www.plus500.co.za
- 8.2 You agree to comply with all applicable money laundering and counter terrorism financing laws, including, but not limited to, the requirement to obtain or provide satisfactory evidence of the identity of any person whom you may represent in any transaction entered into with us.

9. CONSENT TO ELECTRONIC TRANSMISSION OF CONFIRMATION AND ACCOUNT STATEMENTS

- 9.1 You hereby consent to have your Trading Account information and trade confirmations available on the internet in lieu of having such information delivered to you via mail or email.
- 9.2 You will be able to access account information via the Trading Platform using your Account Credentials. We will post all of your Trading Account activity and you will be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no later than 24 hours after any activity takes place on your Trading Account.
- 9.3 Posting of account information on your online account will be deemed delivery of confirmation and account statements.
- 9.4 At all times, Trading Account information will include, and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margins, amounts available for trading, statements of profit and loss, as well as current open and pending Positions.
- 9.5 You may revoke your consent at any time by closing your Trading Account in accordance with this Agreement.



the Order was placed to the time the offer was accepted, although we will take steps to notify you about the increase, it is your responsibility to monitor your account and ensure that the available equity is sufficient to cover the margin required, in accordance with Section 18 of this Agreement.

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

11. STOP AND LIMITS

- 11.1 We may, in our sole discretion, allow you to specify a closing price for a Transaction through a “Close at Loss” and “Close at Profit” order, subject always to the terms of the Client Agreements and any other terms and conditions we may implement from time to time.
- 11.2 Upon your offer and our acceptance of your Order, you hereby authorise us to close the Transaction at the “Close at Loss” price or “Close at Profit” price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may, in our sole discretion, close the Transaction when the price quoted by us on the Trading Platform equals or exceeds the price accepted by us for such an Order. You acknowledge that we will not be required to close any Transaction if you are not in compliance with any of the factors set forth in Section 15.14 of this Agreement.
- 11.3 We may, in our sole discretion, allow you to request the opening or closing of a Transaction, including a “Close at Loss” and “Close at Profit” Order, within a specific time period determined by you. If we have accepted such a request, we may in our sole discretion, close the Transaction within such specific time period. You acknowledge and agree that we shall not be obliged to close such a Transaction outside such specific time period or which does not otherwise comply with any other limitations agreed upon with respect to such Transaction.
- 11.4 We may, in our sole discretion, accept an offer to place a trailing stop in relation to a “Close at Loss”. You acknowledge that the original price level set forth in a Close at Loss may be amended as the market on the Trading Platform moves in your favour. Whilst your trailing “Close at Loss” is still in effect, you agree that each change in the market by at least one pip in your favour shall constitute a new offer by you to raise the level of your trailing “Close at Loss” by one pip. Changes in a Pip will be rounded to the nearest absolute value in your base currency based on your country of origin, as shall be specified on the Trading Platform.
- 11.5 You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an Order (other than an Order with a Guaranteed Stop) will be executed at the level specified in your Order, for example, an Order may be closed at a worse price than as originally specified by you in such an Order. In such an event, we will close the Transaction at the next best price. For example, with respect to a Close at Loss, in the case of a Buy, the price of an Instrument underlying such Order may suddenly decrease below the Close at Loss price, without ever reaching such price. In the case of a Sell, the price of an Instrument underlying such Order may suddenly increase above the Close at Loss price, without ever reaching such price.
- 11.6 With respect to a Close at Profit, where the price for an Instrument moves to your advantage (for example, if the price goes down as you buy or the price goes up as you sell), you agree that we can (but do not have to) pass such price improvement on to you. For example, in the case of a Buy, the price of an Instrument underlying such Order may suddenly increase above the Close at Profit price, without ever reaching such price. In the case of a Sell, the price of an Instrument underlying such Order may suddenly decrease below the Close at Profit price, without ever reaching such price.
- 11.7 We may, in our sole discretion, accept your request to place a Guaranteed Stop at an exact price determined by you. Guaranteed Stop orders are only available on certain Instruments, as indicated in the instrument details tab for those Instruments on the Trading Platform. If we



so that they do not automatically expire, unless you or we close the Position before the Expiry Date, in accordance with this Agreement. We may, at our sole and absolute discretion, with respect to an instrument which has an automatic rollover, amend the date of the automatic rollover. In such circumstances, we will notify you by email prior to such change. Where an automatic rollover occurs, the original position will remain open and continue trading on the next contract. In these cases, an adjustment will be made to your equity in order to reflect the difference between the rate of the expired contract and the rate of the new contract. We may also make a spread adjustment at the time of rollover.

- 13.5 We may, in our sole and absolute discretion, with respect to an Instrument which has an automatic rollover, remove the automatic rollover and set back an Expiry Date. Such a change will affect both new positions and existing open positions. We will try to notify you by email prior to such change. However, you acknowledge that it is your responsibility to make yourself aware of the specific Instrument details available in the instrument tab on the Trading Platform. In respect of a Rollover of an open position, it is your responsibility to ensure that your Trading Account has sufficient cleared funds to meet the margin required on any relevant new trade to be entered into as part of a Rollover.
- 13.6 When an automatic rollover occurs, all Orders will be rolled over, and their requested levels will be adjusted according to the differences between the old and new contracts, on a proportionality as opposed to absolute basis.
- 13.7 You acknowledge that the trading of certain instruments on the Trading Platform may become volatile or illiquid without warning. In such circumstances, it may not be possible to execute orders on your behalf, particularly in the period shortly before an expiry, usually for Futures contracts and Options.
- 13.8 In some circumstances, such as but not limited to, pending expiry of an Instrument or where the "Strike Price" of an Option CFD becomes no longer relevant, we may, in our sole and absolute discretion, set an earlier expiry date for those Instruments.

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

- 14.1 If the prices quoted on the Trading Platform change such that the total difference payable by you pursuant to all of your open Transaction(s) equals or exceeds the total Maintenance Margin for all such Transaction(s), or the amount in your Trading Account is equal to or less than the total Maintenance Margin for all of your open Transaction(s), you acknowledge that we have the right to immediately Force Close or partially close and exercise any set-off rights we have in this Agreement, without any notice. The exercise of our right to force close your open Transactions will not result in termination of your account or of this Agreement.
- 14.2 Notwithstanding the foregoing, if the prices quoted on the Trading Platform move against the price of your Transaction, we may, without obligation or liability, request that you increase the available funds balance in your Trading Account, within a short period of time, to cover the Difference and/or meet the Maintenance Margin requirements for the purpose of keeping a Transaction open. If you fail to comply with a request for additional funds within the time prescribed by us (i.e. any Margin Call), we may in our sole discretion, close or partially close any and all of your open Transaction whether at a loss or a profit and liquidate your Trading Account for the Difference payable by you. Any open position is deemed to be at risk of being closed as soon as the account enters into a margin call. It is your responsibility to monitor, at all times your Trading Account balance against the amount of any margin required.
- 14.3 We may specify on the Trading Platform expiration times and dates for various Instruments traded on the Platform. If the Trading Platform specifies such a time of expiration for an Instrument, you hereby authorise us to close any open Transactions with respect to such an Instrument at the price quoted on the Trading Platform at such time.



- 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.
- 15.15 If, before your offer to open or close a Transaction is accepted by us, our quote moves to your advantage (for example, if the price goes down as you buy or the price goes up as you sell) you agree that we can (but do not have to) pass such price improvement on to you. The effect of such action being that the level at which you offer to open or close a Transaction will, upon acceptance by us, be altered to the more favourable price. You acknowledge that it is in your best interests for us to alter the level of your offer in the manner contemplated in this Section and you agree that any offer altered in accordance with this Section, once accepted by us, results in a fully binding agreement between us. Without derogating from the foregoing, you acknowledge that it is within our complete discretion as to when we will pass on a price improvement to you. You should also note that we will only pass on a price improvement within allowable limits.
- 15.16 Use of any robots, spiders or other automated data entry system with the Trading Platform is expressly prohibited. All Transactions must be completed manually by you. Any Transaction completed through such use of an automatic data entry system shall be null and void. Upon a breach of this Section 15.16, we may immediately close all or any of your Trading Accounts held with us of whatever nature, terminate the Client Agreements without notice and refuse to enter into further Transactions with you. Furthermore, any monies held in your Trading Account shall be frozen and we shall be entitled to deduct any amounts from your Trading Account in order to set off any loss, damages or expenses incurred by us as a result of a breach of this Section. Any remaining monies in your Trading Account will be returned to you in accordance with Section 22.10.
- 15.17 If you have more than one Trading Account with us, each Trading Account can be treated entirely separately by us. Therefore, any credit on one Account (including amounts deposited as Margin) will not discharge your liabilities in respect of any other Account, **unless an indication is found for the conduct of trading activity as specified in clause 24.1.9**. It is your responsibility to ensure the required level of Margin is in place for each Trading Account separately.
- 15.18 Opening of more than one Trading Account is not allowed by us. You acknowledge that in an event that such an action was indeed conducted by you, we will be entitled to exercise our right of terminating one and or any of your accounts. We can also decide to treat all of the accounts as connected account, operated by one customer.
- 15.19 Benefits - Dividends. An adjustment to your Trading Account may be made in respect of a dividend or distribution attributable to any specific Instrument and shall be calculated by us, based on: the size of your position, taxation and whether it is a buy or a sell trade. Where you hold a long position, we adjust your Trading Account in your favour by the dividend multiplied by the long quantity as adjusted, if necessary, for taxation. Where you hold a short position, we adjust your Trading Account in our favour by the dividend multiplied by the sort quantity as adjusted, if necessary, for taxation. Such adjustments are made as soon as practically possible, however, as they are dependent upon notification from an external third party we shall not be liable for the consequences of any delayed adjustments
- 15.20 Benefits - Takeovers and Transformations (including events such as share consolidations/splits, mergers, takeovers, spinoffs, MBO's, de-listings, etc). Depending on the circumstances of each event, we endeavour when possible to close out open positions at the market price immediately prior to the event taking place. As a result of such event, if any Instrument



becomes subject to an adjustment we shall determine the appropriate adjustment to be made to your Trading Account given the diluting or concentrating effect of the action. Such adjustment shall represent the economic equivalent of the rights and obligations between us and you immediately prior to the action.

- 15.21 **Insolvency.** If a company, whose Instrument forms the CFD goes into insolvency or is otherwise dissolved, we shall close any such of your open Transactions in the CFD of that Instrument. The closing date shall be the date of insolvency.

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.



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 discretion, remit such monies to you. All bank charges howsoever arising will be deducted from your Trading Account. 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 before effecting such payment. We may remit funds back to the payment method used for the deposit.

- 19.4.1 All account withdrawal requests are subject to a minimum withdrawal amount. The minimum withdrawal amount for PayPal and Skrill is \$50USD (or equivalent in the Base currency). The minimum withdrawal amount for bank transfers and credit cards is \$100USD (or equivalent in the Base currency). Processing a withdrawal request of less than the minimum withdrawal amount will incur a fee of \$10USD (or equivalent in the Base currency). Where you wish to close your account and have funds remaining, please note that funds returned via Credit Card (where your Credit Card is able to process refunds) do not incur an additional fee (or the fee is minimal and will be absorbed by Plus500AU in these instances). However, where funds are returned via other methods (e.g. Bank Transfer, PayPal, etc.) a fee of \$10USD (or equivalent in the Base currency) will be charged to your Trading Account.
- 19.5 You shall be liable for any and all taxes, fees and assessments with respect to any Transaction you complete on the Trading Platform. It is your obligation alone to calculate and pay all taxes applicable to you in your country of residence, or otherwise arising as a result of your trading activity from the use of the Trading Platform.
- 19.5.1 In addition, you agree that any currency conversion differences arising from your transactions shall be solely for your account.
- 19.6 Notwithstanding the above, if required by applicable law, the Company shall deduct at source from any payments due to you such amounts as are required by the tax authorities to be deducted in accordance with applicable law.
- 19.7 It is possible that other costs, including taxes, relating to transactions carried out on the Trading Platform may arise for which you are liable and which are neither paid via us nor imposed by us. Without derogating from your sole and entire responsibility to account for 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 Agreement.
- 19.8 It is hereby clarified that subject to the terms of this Agreement, the Difference is the only payment required by you for the use of the Trading Platform, subject to any fees applicable as per sections, 12, 19.7 and 20. Notwithstanding the above, we reserve the right to charge additional payments in the future, upon prior notice.
- 19.9 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.
- 19.10 In situations where the company reasonably suspects that platform abuse has occurred, we reserve the right to seek reimbursement from you if transactions conducted on your account, result in a recurring need of the Company to cover losses. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you or



- 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 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



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 to such expiry or termination (or will thereafter accrue in respect of the period before such expiry or termination); and

22.14.2 not affect any provision of the Client Agreements which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination.

22.15 Without prejudice to the generality of Section 22.14, the provisions of Section 7.3 this Agreement will survive expiry, cancellation or termination of the Client Agreements 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. DISPUTE RESOLUTION

23.1 Except to the extent that this section 23 is inconsistent with the requirements of any legislative or regulatory regime, the dispute resolution process set out in this section shall apply. The parties must use all their reasonable endeavours to resolve any dispute arising in connection with this Agreement or any transactions there under.

23.2. This section does not limit your rights (if applicable) to take a dispute to the Financial Ombudsman Service

23.3. In the event of any dispute arising out of or relating to this Agreement, or the breach, termination or invalidity thereof then any party may give written notice to the other party/ies to initiate the procedure set out below.

23.4. The parties shall first endeavour to settle the dispute by mediation.

23.5. The parties may agree on the mediation procedure and on the mediation and failing agreement within 5 (five) days of the notice referred to in section 23.3 above, the mediation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Model Conciliation Rules and the mediator shall be appointed by Tokiso Dispute Settlement (Pty) Limited (Tokiso).

23.6. If for any reason, including lack of co-operation by the parties, a dispute is not settled by mediation within 30 (thirty) days of the notice referred to in section 23.3 above, or such longer period of time as the parties may agree to in writing, the dispute shall be settled by arbitration.

23.7. The parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 (five) days of the exhaustion of the period referred to in section 23.6



above, the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.

- 23.8. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (Southern Africa).
- 23.9. Unless agreed otherwise the mediation and the arbitration shall be administered by the parties.
- 23.10. The number of mediators shall be 1 (one) and the number of arbitrators shall be 1 (one).
- 23.11. The place of the mediation and the arbitration shall be Sandton, South Africa.
- 23.12. Nothing in this section 23.3 shall preclude any Party from seeking interim and/or urgent relief from a Court of competent jurisdiction and to this end the Parties hereby consent to the jurisdiction of the High Court of South Africa (South Gauteng High Court, Johannesburg).

24. REPRESENTATIONS AND WARRANTY

- 24.1 You agree that each of the following representations and warranties are deemed repeated each time you open or close a Transaction by reference to the circumstances prevailing at such time:
 - 24.1.1 the Registration Data provided to us during the download and registration for the Trading Platform and at any time thereafter is complete, true, accurate and not misleading in all respects;
 - 24.1.2 you are of sound mind, legal age and legal competence;
 - 24.1.3 you are duly authorised to execute and deliver the Client Agreements, to open each Transaction and to perform your obligations hereunder and thereunder and have taken all necessary action to authorise such execution, delivery and performance;
 - 24.1.4 you understand how a CFD and a Transaction operates before you place an offer to 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 transactions in a manner that constitutes Scalping or through the use of an automated data entry system. Accordingly, a significant portion of your transactions with short duration and with a win/loss ratio significantly in your



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



- 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 of this Agreement, 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 30 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 above, 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 conditions and privacy policies posted on our Site from time to time.

31. RELATIONSHIP OF 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 and Product Disclosure Statement, 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 Agreements, 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, be liable for any losses (including, without limitation, indirect or consequential 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 without limitation the Financial Data, given to you, including without limitation, 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. You acknowledge that you have relied upon other sources of financial data and information and verified the Financial Data with independent sources before completing a Transaction on the Trading Platform. Subject to our right to void or close any Transaction in the specific circumstances set out in the Client Agreements, 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 Agreements. These charges will affect your trading net profits (if any) or increase your losses, as the case may be.

32. NOTICES, COMMUNICATIONS AND COMPLAINTS

32.1 All notices to Plus500AU Pty Ltd should be sent:

32.1.1 by fax to: +612 9475 4090;

32.1.2 by first class pre-paid recorded delivery post or airmail to P.O. Box H339, Australia Square, Sydney NSW 1215, Australia; or

32.1.3 to such other address, fax number or email as we may from time to time advise you.

32.2 You acknowledge and agree that Plus500AU may communicate with you by email, SMS, letter or telephone. Only emails received from either the “plus500.com” domain or from the “plus500.co.za” domain are legitimate email communications from Plus500. Any other emails claiming to be from Plus500AU are deemed to be fraudulent. You agree to receive telephone calls from Plus500AU on your last updated telephone number recorded in our system, at an appropriate time of the day. 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 any Plus500AU representative provide investment advice or request that you provide them with sensitive information such as passwords and/or payment details. 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.

32.3 If a communication from Plus500 is personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such



communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if provided by telephone, such communication shall be deemed received once the telephone conversation has 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 Agreements may change its address for the purposes of the Client Agreements by giving notice thereof in accordance with this Section 32, or as otherwise permitted by the Client Agreements.

- 32.4 Any complaint you may have in respect of the services provided by www.plus500.co.za under the Client Agreements should be made in writing and sent to us in accordance with Section 32.1. We have in place internal procedures for ensuring that any complaint we receive is dealt with promptly and fairly. Details of our complaints procedure can be provided on request.
- 32.5 The language of communication shall be English and you will receive documents and other information from us in English. We may in our sole discretion provide local language support. Any translation provided shall be for convenience only and to the extent there is a conflict between the English version and any translation, the English version shall prevail.

If you have been dealing with us in a language that is not English then please note that these foreign language services may not be available at all times. English is the primary language in which our services are provided and the binding language of all our contractual documents. There may be occasions where you must take action in relation to your account and a representative who is fluent in that foreign language is not available. It is your responsibility to be able to monitor your positions and your account at all times.

33. ENTIRE AGREEMENT

- 33.1 The Client Agreements set out the entire agreement and understanding between the parties in respect of the matters dealt with in them. They supersede any previous agreement or understanding between you and us in respect of their subject matter.
- 33.2 You represent and agree that in entering into the Client Agreements you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Client Agreements or not) other than as expressly set out in the Client Agreements.

34. SEVERABILITY

- 34.1 If any provision of the Client Agreements is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Client Agreements which will remain in full force and effect.
- 34.2 The headings of the Client Agreements are solely for convenience purposes and shall not be used in the interpretation of the Client Agreements.

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.



	<p>When you trade we convert the asset currency into your own currency with the rate available in the currency pair in our trading platform. When:</p> <ol style="list-style-type: none"> 1. Close Position - we will convert the net profit and loss (P&L) to your own currency at the moment the position is closed - until then the position P&L is valued in its asset currency. 2. Open Position - we will convert the Initial Margin and Maintenance Margin to your base currency at the time when the position is opened. <p>Example of conversion:</p> <p><i>Your balance is 100 AUD. You open a 500 EUR Vodafone position and make a net loss of -10 EUR. Vodafone: Initial Margin 10%, Maintenance Margin 2%. In our platform EUR/AUD pair is quoted: 1.2562/ 1.2572</i></p> <p><i>Initial Margin = 500 EUR * 0.1 * 1.2572 = 62.86 AUD Maintenance Margin = 500 EUR * 0.02 * 1.2572 = 12.57 AUD These margins won't change for this position even if rates change.</i></p> <p><i>Net loss = -10 EUR * 1.2572 = -12.57 AUD Your new balance: 100 AUD - 12.57 AUD = 87.43 AUD</i></p>
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Interest on client money	We place client money into our Segregated Funds Account which is a client trust account. We are entitled to earn any interest (which is calculated daily) on positive balances in the client trust account and do not pay it on to clients.
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Credit card payment	We will not charge you a fee for accepting a credit card payment from you.
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Withdrawal	<p>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).</p> <p>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 Plus500AU in these instances). However, where funds are returned via other methods (e.g. Bank Transfer, PayPal, etc.) a fee of</p>
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	\$10USD (or equivalent) will be charged to your trading account.
Inactivity Fee	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. If there are no transactions on your account for a period of at least three months, your account will be subject to an Inactivity Fee in return for the provision of administrative and information services and the continued availability of your account on the Trading Platform. You can pay our 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. The Inactivity Fee will be equal to the lesser of the remaining balance in your account or \$10USD, levied quarterly and in the currency of your account. Upon assessment of the Inactivity Fee your account may also be closed.

By using or continuing to use our services, you agree that:

- All fees and charges received by us as described in this Agreement (other than third party fees and charges) are a benefit given to us by you, in exchange for the market making and dealing services provided by us.
- You understand, consent to, authorise and direct us to charge you in this way. You may request more details about the way we are remunerated within a reasonable time after receiving this document.



PART FIVE - DEFINITIONS

- “Applicable Data Protection Law” means any laws, rules and regulations applicable to each party in relation to data protection and data privacy from time to time;
- “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.
- “Difference” means the difference in price upon the opening of a Transaction and the closing of such Transaction, plus or minus the Overnight Funding, 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.



"Limit Order"	has the meaning given in Section 10.5 of this Agreement.
"Maintenance Margin"	means the minimum amount of money required in your Trading Account as specified on the Trading Platform in order to keep a Transaction open on the Trading Platform.
"Manifest Error"	means any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Instruments or at manifestly incorrect market price quotes or prices at a clear loss.
"Margin"	means the Initial Margin and the Maintenance Margin collectively.
"Margin Call"	means a demand by us for you to increase the amount of money in your Trading Account to satisfy our Margin requirements, from time to time in our sole and absolute discretion, including without limitation a call under Section 14.2 of this Agreement.
"Market Abuse"	Means any usage of any trading method which is based on a manipulation of the trading platform and or trading activity that indicates usage of a trading method described in clauses 24.1.7, 24.1.8 and 24.1.9 of this Agreement and expressly includes any conduct prohibited by the Corporations Act 2001 will be considered by us as Market Abuse.
"Market Order"	has the meaning given in Section 10.5 of this Agreement.
"Normal Market Size"	means the maximum volume of Instruments that we believe, in our sole discretion, an Exchange trading in such an Instrument can comfortably handle, having regard, if appropriate, to the normal market size set by such an Exchange or any other equivalent or analogous level set by the Exchange on which the Instrument is traded.
"Order"	means a directive by the client to open or close a position in a particular instrument, e.g. Close at Loss or Close at Profit order.
"Option" / "Option CFD"	means any option, which forms the underlying instrument of the CFDs offered through the Trading Platform
"Overnight Funding"	in respect of each transaction that remains open at the end of each Trading Day as shown for each instrument on the platform/website, the Overnight Funding will be calculated and either added to or subtracted from the balance of your Trading Account. Overnight funding can be positive or negative
"Personal Information"	has the meaning set out in the Privacy Act or any other applicable data protection law.
"Pip"	means the smallest possible price change of an instrument on the platform.
"Platform Abuse"	The collective term for prohibited trading activities such as scalping, hedging, acting in concert and automated data entry.
"Position"	means your position in relation to any CFD currently open on your Trading Account.



Unit Amount

The number or quantity of the Instrument included in one CFD. Also known as Atomic Amount.



Plus500AU Pty Ltd, ACN 153 301 681, is an Authorised Financial Services Provider # 47546 in South Africa. Plus500AU's AFSL (#417727) authorises us to provide our services to people in Australia. New Zealand Derivatives Issuer Licence FSP486026 authorises us to provide our services to people in New Zealand. Click [here](#) to see our full risk warning.



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