Plus500CY Ltd

Plus500

World's Trading Machine

Website Terms of Use

Website Terms of Use

1. This website is operated and controlled by Plus500CY Ltd in Cyprus and any holding companies, subsidiaries or related entities, all of which are referred to as **Plus500**, ***we***, ***us*** or ***our***. Your access to this website *(**the Website***) is subject to these Terms and Conditions, the Statement on Privacy and Cookie Policy, notices, disclaimers and any other terms and conditions or other statements issued or authorised by us that are contained on the website (referred to collectively as the ***Terms***). By using the Website you agree to be bound to the Terms. If you open an account with us, you will also agree to separate Terms and Agreement (for example our User Agreement), which, to the extent of any inconsistency, will prevail over these terms.

2. Terms and Conditions of Use

2.1. Please read the Terms carefully. We reserve the right to amend the Terms from time to time without notice and at our discretion. It is your responsibility periodically to review this page for updates to the Terms, which shall come into effect once posted. Your continued use of the Website will be deemed acceptance of the Terms.

2.2. We are a company incorporated in Cyprus, and the Terms and Conditions are governed by and subject to the laws of the Republic of Cyprus.

2.3. If you do not agree to the Terms, you must not use or access the Website.

3. Use of our contact details

3.1. The publication on our Website of any person's contact details does not constitute implied or express consent by us or the person to receive unsolicited commercial electronic messages or SPAM.

4. Limitations on Use

4.1. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Website or the user content. Nor may you use any network monitoring or discovery software to determine the Website architecture, or extract information about usage, individual identities or users.

4.2. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Website or the user content without our prior written permission.

5. General advice warning

5.1. You should not act, or refrain from acting solely on the basis of the material contained on this Website. Your access to this Website does not, of itself, create an adviser client relationship between you and us.

5.2. Material on this Website does not constitute a solicitation or inducement to invest in any financial products or services offered by us.

5.3. Any advice included in this Website has been prepared without taking into account your objectives, financial situation or needs. You should consider our Risk Disclosure Notice, before making any decision about whether to acquire the product described in that document.

6. Access and Security

6.1. We do not warrant that you will have continuous access to the Website or that your access or use will be error-free.

6.2. We will not be liable in the event that the Website is unavailable to you for any reason (for example, due to computer downtime attributable to malfunctions, upgrades, server problems, preventative or remedial maintenance activities or interruption in telecommunication supplies.)

6.3. We reserve the right at any time to:

6.3.1. deny or terminate all or part of your access to the Website where in our opinion, there are concerns regarding unreasonable use, security or unauthorised access or where you have breached any of these Terms; or

6.3.2. Block or suspend your account, remove your default settings, or part thereof, without prior reference to you.

7. Intellectual Property Rights

7.1. Plus500 is the owner and/or authorised user of all trademarks, service marks, design marks, patents, copyrights, database rights and all other intellectual property appearing on or contained within the Website, unless otherwise indicated. All information, text, material, graphics, software and advertisements on the Website are the copyright of Plus500, its suppliers and licensors unless expressly indicated otherwise by Plus500.

7.2. Except as provided in the Terms, use of the Website does not grant you any right, title, interest or license to any such intellectual property you may access on the Website.

7.3. We own the rights, or have permission to use, the trademarks listed on our Website. You are not authorised to use any of those trademarks without our written consent – to do so would be a breach of our or another party's intellectual property rights.

Plus500CY Ltd. is licensed and regulated by the Cyprus Securities and Exchange Commission as a Cyprus Investment Firm with License Number 250/14.

7.4. Alternatively, we may authorise you to use content on our Website if you contact us and we agree in writing.

8. Can you link to our Website?

8.1. You are welcome to link to our Website as long as you observe the following conditions:

8.1.1. You present the links in a way which fairly represents our role as a financial services firm. They must not cause us embarrassment;

8.1.2. the context of the link must not suggest that we endorse you in any way, or have any connection with your site; and

8.1.3. The context of the link must not suggest that we have created any of your content.

9. Links to other sites

9.1. The Website may contain links to other websites (***Linked websites***). Those links are for convenience only and we are not responsible for the content or practices associated with Linked websites.

9.2. Our link with a Linked website is not an endorsement, approval or recommendation of those linked web sites.

9.3. If you click on the Linked websites you will be redirected outside our Website, of which we do not control, under your own responsibility.

9.4. You are advised to read the terms and conditions and privacy policy of these Linked websites.

10. Disclaimer and Limitation of liability

10.1. We cannot guarantee the safety or security of your computer systems. We do not accept liability for any loss or corruption of electronically stored data or any damage to any computer system sustained in connection with the use of the Website or user content.

10.2. We make no representations or warranty of any kind, express or implied as to the operation of the Website or the user content. You expressly agree that your use of the Website is entirely at your sole risk.

10.3. You agree that the content provided on the Website and the user content do not constitute financial product, legal or taxation advice, and you agree to not represent the user content or the Website as such.

10.4. To the extent permitted by legislation the Website is provided on an "as is, as available" basis.

10.5. To the extent permitted by applicable Cypriot Law, you agree to exclude all other conditions and warranties implied by custom, law or statute.

10.6. Plus500 expressly disclaims all responsibility for any loss, injury, claim, liability, or damage, or any indirect, incidental, special or consequential damages or loss of profits whatsoever of any kind resulting from, arising out of or any way related to:

(a) any errors in or omissions of the Website and/or the user content, including but not limited to technical inaccuracies and typographical errors,

(b) any third party web sites or content directly or indirectly accessed through links in the Website, including but not limited to any errors in or omissions,

(c) the unavailability of the Website or any portion,

(d) your use of the Website, or

(e) Your use of any equipment or software in connection with the Website.

10.7. The maximum aggregate liability of Plus500 for all proven losses, damages and claims arising out of the Terms, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to an aggregate of all claims of $100.

11. Indemnification

11.1. You agree to indemnify, defend and hold harmless Plus500, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the website from and against all losses, expenses, damages and costs, including reasonable lawyer fees, resulting from any violation of the Terms by you.

11.2. You also agree to indemnify Plus500 against any claims that information or material which you have submitted to Plus500 is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right).

12. Third Party Rights

12.1. The provisions of paragraphs 10 (Disclaimer and Limitation of Liability), and 11 (Indemnification) are for the benefit of Plus500 and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Website. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

13. Unlawful Activity

13.1. Plus500 reserves the right to investigate complaints or reported violations of the Terms and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

14. Confidentiality and Privacy and Cookies

14.1. In the course of your use of the Website, you may be asked to provide personal information to us (***User Information***). We also collect information via the use of Cookies. Plus500 information collection and use policies with respect to such User Information are set forth in the Plus500 Statement on Privacy and Cookie Policy, which is incorporated into the Terms by reference. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.

14.2. Your use of the Website is subject to Plus500 Statement on Privacy and Cookie Policy.

15. Severability of Provisions

15.1. If any provision of the Terms is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

16. Termination

16.1.1 The Terms are effective until terminated by Plus500.

16.2. In the event of termination, you are no longer authorised to access the Website, but all restrictions imposed on you and the disclaimers and limitations of liability set out in the Terms will survive termination.

16.3. Such termination shall not affect any legal right that may have accrued to Plus500 against you up to the date of termination.

16.4. Plus500 may also remove the Website as a whole or any sections or features of the Website at any time.

Plus500CY Ltd, is a Cyprus Investment Firm and offers investment and ancillary servicers described or available on this website. You can download a PDS for more information. You should consider it before making a decision to acquire or continue to hold our products. Trading with us involves risks – Click here to see our full risk disclosure notice.

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