



Interpretation of Terms

Please make sure you read and understand our terms before you start trading with us.

“Abusive Trading” shall include any of the following actions such as, but not limited to placing “buy stop” or “sell stop” Orders prior to the release of financial data, arbitrage, manipulations, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the Platform or use (without the prior and written consent of the Company) of any software, which applies artificial intelligence analysis to the Company’s systems and/or Platform(s) and/or Client Account.

“Access Data” shall mean the Login and Password of the Client, which are required so as to have access on and use the Platform(s) and the ID number, which is required so as to place Orders via phone and any other secret codes issued by the Company to the Client.

“Account Opening Application Form” shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, his categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

“Affiliate” shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

“Agreement” or **“Client Agreement”** shall mean **INTERMAGNUM TERMS&CONDITIONS** together with all its legal documents which can be found on the legal section of our website.

“Ask” shall mean the higher price in a Quote at which the price the Client may buy.

“Authorized Representative” shall mean the person of paragraph of the Client Agreement.

“Balance” shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

“Base Currency” shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“Bid” shall mean the lower price in a Quote at which the Client may sell.

“Business Day” shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January.



“Client Account” shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.

“Closed Position” shall mean the opposite of an Open Position.

“Completed Transaction” in a CFD shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

“Contract for Differences” (“CFD”) shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument.

“Contract Specifications” shall mean the principal trading terms in CFD (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc) for each type of CFD as determined by the Company from time to time. The Contract Specifications appear on the Website and/or Platform.

“Currency of the Client Account” shall mean the currency that the Client Account is denominated in, which may be Euro or USD or any other currency as offered by the Company from time to time.

“Currency Pair” shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

“Equity” shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as: $Equity = Balance + Floating Profit - Floating Loss$.

“Essential Details” shall mean the required details in order for the Company to be able to place the Order for example but not limited to the type of Financial Instrument, the type of Order, type of Underlying Asset, the Direction (Buy or Sell), the volume, if the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit etc.

“Event of Default” shall have the meaning given in paragraph 13.1. of the Client Agreement.

“Expert Advisor” shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.

“Financial Instrument” shall mean the Financial Instruments under the Company’s CIF license which can be found in the document “Company Information”.



“Floating Profit/Loss” in a CFD shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

“Force Majeure Event” shall have the meaning as set out in the Terms and Conditions on the legal section of our website.

“Free Margin” shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity – Necessary Margin].

“Hedged Margin” for CFD trading shall mean the necessary margin required by the Company so as to open and maintain Matched Positions.

“Initial Margin” for CFD trading shall mean the necessary margin required by the Company so as to open a position.

“Investment Services” shall mean the Investment Services under the Company’s CIF license which can be found in the document “Company Information”.

“Leverage” for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

“Long Position” for CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“Lot” shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

“Lot Size” shall mean the number Underlying Assets in one Lot in a CFD.

“Margin” shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

“Margin Call” shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain open positions.

“Margin Level” for CFD trading shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$.

“Margin Trading” for CFD trading shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.

“Matched Positions” for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.



“Necessary Margin” for CFD trading shall mean the necessary margin required by the Company so as to maintain Open Positions.

“Normal Market Size” for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.

“Open Position” shall mean any open option contract (call and / or put) which has not been closed. In relation to CFD trading this may be a Long Position or a Short Position which is not a Completed Transaction.

“Order” shall mean an instruction from the Client to trade in CFDs as the case may be.

“Order Level” for CFD trading shall mean the price indicated in the Order.

“Parties” shall mean the parties to this Client Agreement –i.e. The Company and the Client.

“Platform” shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

“Politically Exposed Persons” shall mean:

1. A) natural persons who are or have been entrusted with prominent public functions, which means: heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés d’affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year in any country, such persons shall not be considered a Politically Exposed Person.
2. B) The immediate family members of such persons as set out under definition A, which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.
3. C) Persons known to be close associates of such persons as set out under definition A, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A.

“Quote” shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.



“Quote Currency” shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

“Quotes Base” in relation to CFD trading shall mean Quotes Flow information stored on the Server.

“Quotes Flow” shall mean the stream of Quotes in the Platform for each CFD.

“Services” shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 6.1. of the Client Agreement.

“Short Position” for CFD trading shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

“Slippage” shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

“Spread” for CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

“Swap or Rollover” for CFD trading shall mean the interest added or deducted for holding a position open overnight.

“Trailing Stop” in CFD trading shall mean a stop-loss order set at a percentage level below the market price – for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached “trailing” amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn’t change, and a market order is submitted when the stop price is hit.

“Transaction” shall mean transaction of the Client in a CFD.

“Transaction Size” for CFD trading shall mean Lot Size multiplied by number of Lots.

“Underlying Asset” shall mean the object or underlying asset in a CFD which may be Currency Pairs, Metals, Equity Indices, Commodities or as determined by the Company from time to time and made available on its Website.

“Underlying Market” shall mean the relevant market where the Underlying Asset of a CFD is traded.

“Website” shall mean the Company’s website at <https://intermagnum.com/> such other website as the Company may maintain from time to time.



“Written Notice” shall mean a notification in written form that could be delivered via email, website notifications or any other form in which we may notify you

2.2. Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.3. Paragraph headings are for ease of reference only.

2.4. Any reference to any act or regulation or Law shall be that act or regulation or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.