VPS SERVICE TERMS AND CONDITIONS

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A. Introduction

1. XM Global Limited operating under the trading name XM is a Securities Service Provider Licensee regulated and authorised by the Financial Services Commission ("FSC") in Belize (hereinafter called the "Company").

2. The client acknowledges that he/she has read and fully agrees to adhere to the VPS Service terms and conditions, in addition to the Company's terms and conditions/client agreement when opening a real trading account.

3. The Company reserves the right to terminate the VPS service altogether at any time.

B. Description of VPS service

1. A Virtual Private Server (VPS) is a dedicated piece of a server in a high specification data centre, located in close proximity to the Company's trading servers, thereby reducing network latency to a minimum. The VPS runs on high end servers, has multiple networks feeding it, has no single point of hardware failure, so it will be a lot more reliable and secure for Forex Trading than the client's average home system.

   The specification of the VPS is currently set at:
   a) 2GB Memory (RAM),
   b) 60SSD hard disk drive,
   c) 22CPU CORES,
   d) OS: Microsoft Windows Server 2022,
   e) MT4/MT5 trading platform pre-installed.

   The above specification is subject to change.

C. Cost of the VPS Service

1. The VPS service can be either offered for free or for a monthly prepaid fee of USD 25 or equivalent.

2. A client can apply for a VPS service on any calendar day.

3. The VPS service is a subscription service that will automatically renew on the first calendar day of each month.

4. The VPS service is limited to 1 VPS per client.

5. When a client wishes to subscribe to the VPS service, depending on whether he/she qualifies to receive the service for free the following will apply:

   5.1. The client will get the VPS service for free, if both the following criteria are met:
   a. The client maintains at the time of charging a minimum total amount of balance USD 500 (or currency equivalent) in all their trading accounts; and
   b. The client was trading with a minimum trading volume of 2 standard round turn lots (or 200 round turn micro-lots) in Forex, Gold or Silver in the past 30 days in all of their trading accounts.

6. If the client does not qualify for receiving the service for free, and assuming the client has sufficient funds in their trading account(s), an amount equal to the following formula will be deducted from the account of the client:

(USD 25 or equivalent) * (number of days remaining until the end of the current month including current day) / (total number of days of the current month)

7. On the first calendar day of each month, the VPS service will be automatically renewed, and the following conditions will be examined:

a. If the client's trading accounts have balance of at least USD 500 (or currency equivalent), and there was a minimum trading volume of 2 standard round turn lots (or 200 round turn micro-lots) in Forex, Gold or Silver in the past 30 days in the accounts, then the service will be offered for free.
b. If the client's trading accounts do not satisfy the above conditions, but the account that was used to subscribe to the VPS service has an available amount to cover for the service fee (including a small margin in the case the client has open positions), then the said fee of USD 25 (or currency equivalent), will be deducted from the account. The trading account to be charged the said fee can be changed through the dedicated section of the client's member's area.
c. If the client's trading accounts do not have an available amount, then the VPS service will be terminated and the VPS instance associated with the account(s) will be deleted.

Available amount = Balance

D. Liability for Downloaded Material

1. Any material downloaded or otherwise obtained through this site is done solely at your own discretion and risk and you accept that you will be solely responsible for any and/or all damage to your computer system, hardware, software, or loss of data that results from any such material.

E. Limitation of Liability

1. The VPS service is provided by third parties. These third parties are not owned, controlled or operated by the Company. As such, the Company does not make any warranties regarding the service provided by these third parties.

2. You hereby agree that the Company shall not be liable to you for damages, including but not limited to statutory and contingent liabilities, direct, indirect, incidental, consequential aggravated, or exemplary whether contemplated or not at the time of you entering into this Agreement, resulting whatsoever or howsoever caused which arise out of or in connection with the use or availability of the VPS service and/or: (i) access or inability to access goods, and or services via the site; (ii) the cost of obtaining replacement goods and or services resulting from any goods, data, information, software, hardware, or services purchased or obtained from us or transactions entered into with us, or services provided by us; (iii) the unauthorized access of , transmission of, or loss of your data, personal Information or any information at all; (iv) statements or conduct of anyone in connection with the provision of goods or services; or (v) any other matter related to the provision of goods and/or services by us.

F. Termination

1. The VPS service can be terminated automatically at the beginning of each month if the client's account does not have sufficient funds (as described in section [C]).

2. The client can terminate the service at any time if he/she wishes to do so. After the termination, no refunds will be allowed.

3. Once the VPS service is terminated, the VPS is deleted without any backup, so the client is solely responsible for taking any data backups prior to termination.

G. Acceptable Use Policy

1. The following activities and material are not permitted on VPS services:

a. Sending unsolicited commercial email.
b. Running Internet Relay Chat (IRC) servers.
c. Pornography and other sexually explicit material.
d. Promoting prostitution or similar services.
e. Using hosting services in any manner that is illegal or libellous.

f. Storing or distributing material (including software) that infringes the owner's copyright, trademark or patent.
g. Advertisement of web links leading to material that infringes the owner's copyright, trademark or patent.
h. Acting as a directory service to external services that aid in infringing an owner's copyright, trademark or patent.
i. Use of unlicensed software that infringes the software author's rights.
j. Hosting sites promoted by means of unsolicited email or newsgroup spamming.
k. Promoting services or software that assist in the distribution of unsolicited commercial email.
l. Unauthorised probing, scanning or testing the vulnerability of other systems.
m. Unauthorised monitoring of data or traffic on any system.
n. Use of unauthorised IP addresses.
o. Interference with internet services, including attacks by mass mailing and flooding.
p. Transmission of any material that threatens or encourages harm or destruction of property or people.
q. Transmission of any material that harasses another person.
r. Posting of defamatory, scandalous, or private information about a person without their consent.
s. Making fraudulent offers to sell or buy products, items or services.
t. Activities amounting to forgery or impersonation.
u. Anonymous proxy services.
v. Any activity which gives rise to disruption of the VPS service provider's network or business activities, or has potential to bring the Company's and VPS service provider's reputation into disrepute.