



FxPro Financial Services Limited
Virtual Private Server ('VPS')
Terms and Conditions

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IMPORTANT: These Virtual Private Server ('VPS') Terms and Conditions ('the Terms and Conditions') form an integral part of the 'Service Agreement' agreed by FxPro Financial Services Limited ('FxPro' or 'the Firm') and the VPS Holder (as defined herein) and are legally binding.

1. ABOUT THE 'TERMS AND CONDITIONS'

- 1.1 These 'Virtual Private Server ('VPS') Terms and Conditions' ('the Terms and Conditions') form the basis for the provision of the VPS Service ('the Service') from FxPro to the VPS Holder (as described herein) effective on the date ('the Effective Date') that the VPS Holder shall accept the 'Terms and Conditions'.
- 1.2 Prior to entering the 'Terms and Conditions', the VPS Holder should read this in its entirety and understand its content. If necessary, the VPS Holder should seek independent legal and/ or financial and/ or tax advice in relation to the 'Terms and Conditions'. Nothing in the 'Terms and Conditions' constitute a recommendation, an offer to buy or sell an investment, or an inducement to trade. The 'Terms and Conditions' are non-negotiable and override any other agreements, arrangements, express or implied statements made to the VPS Holder by the Firm in relation to the Service.
- 1.3 Any translation of the 'Terms and Conditions' in a language other than English, is provided to the VPS Holder for information purposes only.

Amendment(s) to the 'Terms and Conditions'

- 1.4 FxPro reserves the right to amend, from time to time, any part of the 'Terms and Conditions', especially if the Firm deems that such an amendment is necessary given an announcement made by a regulatory

authority of a competent jurisdiction. If FxPro amends a material term of the 'Terms and Conditions' the VPS Holder shall be notified accordingly either through mail, electronic mail, through the Firm's site (<http://www.fxpro.com/>), or other mean. It should be noted that the VPS Holder consent is not required for any amendment to be effective immediately.

2. ABOUT THE VPS SERVICE

- 2.1 In broad terms, a VPS is a virtual machine running on a single computer. The VPS Holder understands and accepts that he/ she shall be sending instructions to the Firm for the execution of CDFs by using the Service and FxPro shall be acting as indicated in the 'Service Agreement' that includes the 'Terms and Conditions' that the VPS Holder already agreed to.
- 2.2 By using the Service, the VPS Holder shall be able to continuously run an Expert Advisor ('EA') onto MetaTrader 4 or cTrader trading platforms experiencing minimum latency in trade execution.

Limitation of Liability

- 2.3 The Service is provided by the Firm; but, the VPS Holder recognises that the Service has been developed outside FxPro and is given to him/ her on an 'as is' basis. Hence, the Firm cannot guarantee that the Service is free from any error or malfunction. As a result, the Firm shall not be held responsible for any trading or other loss that the VPS Holder may incur from using the Service.

3. ABOUT THE VPS HOLDER

VPS Holder (Category I)

3.1 A Client shall be eligible to use the Service for free of charge if:

- (i) he/ she has been categorised as a VIP Client (as defined herein); and
- (ii) he/ she deposited during a 60-days' time period a minimum of USD50,000 (or currency equivalent) in total in the FxPro Vault.

VPS Holder (Category II)

3.2 A Client shall be eligible to use the Service for a monthly fee of USD30 (or currency equivalent) if he/ she has a minimum balance of USD 30 (or currency equivalent) in the FxPro Vault available for withdrawal.

4. INTERPRETATION OF TERMS

4.1 Unless indicated to the contrary, the defined terms included hereafter shall have a specific meaning and may be used in the singular or plural as appropriate.

- a. **'Client'** shall mean either a legal or natural person that became a client of the Firm, as per the FxPro 'Client Agreement' available online at <http://www.fxpro.com>.
- b. **'VIP Client'** shall mean the Client that has been introduced to join the Firm's VIP programme after receiving the relevant e-mail, including the Terms and Conditions and the Client has expressly agreed to that status.

c. **'VPS Holder'** shall mean either the legal or natural person that accepted the 'Terms and Conditions' and fulfils the criteria described in paragraphs 3.1 -3.2 of the present Agreement.

4.2 The VPS Holder accepts that headings are provided for ease of reference only.

4. FEES CHARGED FOR THE SERVICE

4.1 Any fees charged for the Service, referred to in 3.2 shall be deducted from the VPS Holder's (Category II) allocated trading account or Vault on the 6th day of each month.

5. PROHIBITED USES OF SERVICE

5.1 General:

- (i) Pornography and pornographic related merchandising are prohibited under this service. Further examples of unacceptable content or links include: pirated software, "hacker" programs, anonymous/ public proxies, proxy services, P2P file sharing, Torrent sharing/ seeding, archives of "Warez Sites", game rooms or MUDs, IRC Bots, IRC, Egg Drop programs, TOR network traffic inbound and outbound and any kind of illegal software or shareware. In addition, sites offering online gambling, casino functionality, sportsbook betting (including offshore), and internet lotteries are prohibited.
- (ii) Violations of the rights of any person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by

Customer.

- (iii) Actions that restrict or inhibit any Person, whether using the service or otherwise, in its use or enjoyment of the service.

5.2 System and network

- (i) Introduction of malicious programs into the network or server (e.g., viruses and worms).
- (ii) Effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which the VPS Holder is not an intended recipient or logging into a server or account that he/she is not expressly authorised to access. For purposes of this paragraph, "disruption" includes, but is not limited to, port scans, flood pings, packet spoofing and forged routing information.
- (iii) Executing any form of network monitoring which will intercept data not intended for the server.
- (iv) Circumventing user authentication or security of any host, network or account.
- (v) Interfering with or denying service to any user other than the VPS Holder's host (for example, denial of service attack).
- (vi) Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable, a user's terminal session, via any means, locally or via the Internet.
- (vii) Creating an "active" full time connection on a provided account by using artificial means involving software, programming or any other method.

- (viii) Any attempt to circumvent or alter monitoring, bandwidth tracking or utilization reporting, or other actions, including but not limited to altering, removing or in any way modifying or tampering with company created log files.

- (ix) Any action determined in the Firm's judgment will reflect poorly on the FxPro or its partners or negatively impact its operations.

5.3 Mail:

- (i) Sending unsolicited commercial email messages (UCE), including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("email spam").
- (ii) Sending UCE referencing an email address for any domain hosted by the Company;
- (iii) Sending UCE referencing a domain hosted by the Company;
- (iv) Sending UCE referencing an IP address hosted by the Company;
- (v) Posting advertisements on IRC, ICQ, or any other public chat system containing an email address hosted by the company, a domain hosted by the Company, an IP address belonging to the Company;
- (vi) FxPro will be the sole arbiter as to what constitutes a violation of these provisions.
- (vii) Harassment, whether through language, frequency or size of messages.
- (viii) Unauthorized use, or forging, of mail header information.
- (ix) Solicitations of mail for any other e-mail address with the intent to harass or to collect replies.

- (x) Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
- (xi) Use of unsolicited email or advertise, any service hosted by the Company, or connected via the Company's network.
- (xii) Activities deemed to be unsolicited marketing efforts or otherwise harassing in any way.
- (xiii) Customer will be charged a minimum \$300.00 Service charge for each instance of a verifiable UCE that is reported to FxPro and termination, as well as further penalties as described herein.

disclose to any third part, any such information revealed to it by either party, as the case may be. The VPS Holder and FxPro further agree that each will take every appropriate precaution to protect the confidentiality of such information. In the vent of termination of this agreement, there shall be no use or disclosure by either party of any such confidential information in its possession, and all confidential documents shall be returned to the rightful owner, or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, either party shall be entitled to injunctive relief, which relief will not be contested by the VPS Holder or FxPro.

6. VIOLATION

Any attempt to undermine or cause harm to FxPro's servers or another persons web presence or service availability is strictly prohibited. Any violation of the above Terms and Conditions of Service will result in grounds for account termination, with no refunds given; FxPro reserves the right to remove any account without prior notice. Violation of these Terms and Conditions of Service may result in legal action, service charges or a combination thereof.

7. CONFIDENTIALITY

The VPS Holder acknowledges that by reason of their relationship, both the VPS Holder and FxPro may have access to certain products, information and materials relating to the other party's business, which may include business plans, customers, software technology, and marketing plans that are confidential and of substantial value to either party, respectively, and which value would be impaired if such information were disclosed to third parties. Consequently, both FxPro and the VPS Holder agree that it will not use in any way for its own account or for the account of any third party, nor

8. TERM AND TERMINATION

- 8.1 The 'Terms and Conditions' shall be binding upon the parties from the Effective Date and until terminated by either party.
- 8.2 The VPS Holder understands and accepts that FxPro reserves the right to suspend or terminate the Service, at any time and for any reason, at the sole discretion of the Firm, without prior written notice.
- 8.3 If for any reason, the VIP Client loses his/ her VIP status then automatically he/ she shall be subject to the USD30 fee, as described in paragraph 3.2, unless he/ she specifically notifies the Firm that the Service is not needed any more.
- 8.4 Any VPS Holder (Category I and II) can at any time submit a request to unsubscribe from the VPS Service via the online unsubscribe option in FxPro Direct. The relevant confirmation email will be sent during FxPro's business hours.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

The parties represent, warrant and covenant that they have the capacity to enter into and perform the 'Terms and Conditions' and the execution and performance of the 'Terms and Conditions' shall not result in a breach of any obligation(s) that either party has to any third party or infringe or otherwise violate any third party's rights.

10. IMPORTANT NOTE

Any currency conversion shall be done on the average exchange rate of the previous day, as this is available on the FxPro MetaTrader 4.

11. CLIENT SIGN-OFF

I/ We, the Client/ the Client's authorised representative and undersigned, agree that I/ we have read and understood the 'Terms and Conditions' and verify that I/ we have the financial and other capacity to be legally bound by this.

FxPro Financial Services Limited
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