

## **FREE MT4 VPS Terms and Conditions**

1. FXGiants offers MT4 VPS (Virtual Private Server) hosting to Clients as long as the Clients meet the requirements set in these terms and conditions.
2. By opening a trading account under this MT4 VPS Service Program the Client acknowledges that he has read, and agrees to be bound by, these terms and conditions as well as to the FXGiants Trading Terms of Business.
3. Furthermore, the Client acknowledges that FXGiants provides the VPS Service Program via services rendered through Fozzy Inc. ("the Service Provider") in accordance to the terms and conditions as specified at Clause 2 above and/or in accordance to the Fair Usage Policy and Terms and Conditions of the Service Provider.
4. The Client acknowledges that he has read, and agrees to be bound by, the Service Provider's Terms and Conditions.
5. For a new Client to be eligible to obtain a FREE MT4 VPS service, the Client should deposit a minimum of USD 5,000 or equivalent in total in his trading account(s). An existing Client to be eligible to obtain a FREE MT4 VPS service should maintain a combined balance of USD 5,000 or equivalent in his trading account(s).
6. For a Client to be able to continue receiving the MT4 VPS service for FREE, the Client should meet the following criteria:
  - a. Maintain a combined balance of USD 5,000 or equivalent in his trading account(s) on the last calendar day of every month; and
  - b. Complete a minimum monthly trading volume of at least 5 lots.
7. If a Client does not meet the above criteria as specified in clause 6, FXGiants has the right to remove the VPS service OR in case the Client wishes to continue benefitting from the VPS service, charge the Client a fee of USD 30 for covering the VPS cost. The Client acknowledges and agrees that the fee of USD 30 will be automatically deducted from the Client's trading account.
8. If a Client does not meet the requirements listed in clause 5 and would like to get the VPS service, then a fee of USD 30 may apply. The Client acknowledges and agrees that the fee of USD 30 will be automatically deducted from the Client's trading account.
9. The Client agrees and acknowledges that FXGiants is not responsible for any power or technical failures or any disconnection of the MT4 found on the VPS; this is the sole responsibility of the Client. In addition, the Client acknowledges that the VPS hosting is controlled by the Service Provider and FXGiants shall not be liable for any possible error or breakdown of the hosting service including, but not limited to, any communication/data failure, system errors, etc.
10. The Client agrees and acknowledges that FXGiants does not provide any guarantee of the data/application etc. that is kept on the VPS and that FXGiants does not conduct any backups or provides any service to safeguard any data/information held on the VPS.

11. The Client agrees and acknowledges that VPS is the sole responsibility of the Client and that the Client should take all necessary measures to secure and backup their own data / applications.
12. The Client agrees and acknowledges that FXGiants will only remedy faulty VPS systems by recreating the VPS i.e. "fresh install", as initially provided by FXGiants with just the operating system and no other Client added data or applications.
13. The FREE VPS service is available on a per client basis. The FREE VPS Service is not applicable on Spread Betting accounts.
14. If FXGiants suspects that a Client has abused or attempted to abuse this offer or otherwise acted with a lack of good faith towards FXGiants, then FXGiants reserves the right, at its sole discretion, to deny, withhold or withdraw from the Client his eligibility of participating in the VPS service, even in cases where the Client meets the conditions set out in these terms and conditions, and if necessary to cancel any terms and conditions with respect to that Client, either temporarily or permanently, or terminate that Client's access to the service and/or block that Client's account.
15. To apply for the VPS service the Client needs to send an email via his registered email address to [BackOffice@FXGiants.com](mailto:BackOffice@FXGiants.com) stating his trading account number OR by requesting the said service directly from our Website [www.fxgiants.com](http://www.fxgiants.com).
16. FXGiants reserves the right to modify, change or terminate this offer at any time without the consent of the Client.
17. Clients will be excluded from this offer in cases where they abuse the program and withdraw funds with the purpose to redeposit them again in order to participate in the said offer. The Deposits should be fresh funds deposited by the Client.
18. The Client acknowledges that Forex and CFDs are leveraged products and involve a high level of risk. It is possible to lose all of your capital. These products may not be suitable for everyone and you should ensure that you understand the risks involved. Seek independent advice if necessary.
19. These Terms & Conditions are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original version in English shall prevail.
20. FXGiants is a trade name of Notesco Limited. Notesco Limited is a company registered in Bermuda with Registration No. 51491.
21. These VPS Service Terms and Conditions are dated 16 January 2020.