MEMBER OF TRADING POINT GROUP

MT4 VPS SERVICE TERMS AND CONDITIONS

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A. Introduction

1. Trading Point of Financial Instruments UK Ltd is a company authorised and regulated by the Financial Conduct Authority ("FCA") under reference number 705428 (hereinafter called the "XM UK"). XM UK is operating in compliance with MiFID and the rules of the Financial Conduct Authority which is responsible for implementing MiFID in the UK (the "FCA Rules") and regulating the activities of XM UK. XM UK is required to establish and implement an order execution policy and to provide clients with a copy of the execution arrangements that XM UK employs to comply with our duty to give our clients best execution.

2. The client acknowledges that he/she has read and fully agrees to adhere to the MT4 VPS Service terms and conditions, in addition to the XM UK terms and conditions when opening a real trading account.

3. XM UK reserves the right to terminate the MT4 VPS service altogether at any time.

B. Description of MT4 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 XM UK's MT4 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) 1500MB Memory (RAM),
   b) 20GB hard disk drive,
   c) 600MHz dedicated and limited CPU power,
   d) OS: Microsoft Windows Server 2012,
   e) MT4 Client pre-installed.

   The above specification is subject to change.

C. Cost of the MT4 VPS Service

1. The MT4 VPS service can be either offered for free or for a monthly prepaid fee of 28 USD or equivalent.

2. A client can apply for an MT4 VPS service on any calendar day.

3. The MT4 VPS service is a subscription service that will automatically renew on the first calendar day of each month.

4. The MT4 VPS service is limited to 1 VPS per client.

5. When a client wishes to subscribe to the MT4 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 MT4 VPS service for free, if both the following criteria are met:

   a. The client's trading account has an amount (Equity-Credit) of at least 5000 USD or equivalent.
   b. The client's trading account has a minimum trading volume of 5 round turn lots or 500 round turn micro-lots in the past 30 days.

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

   (28 USD 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 MT4 VPS service will be automatically renewed, and the following conditions will be examined:

   a. If the client's trading account has an amount (Equity-Credit) of at least 5000 USD or equivalent, and there was a minimum trading volume of 5 round turn lots or 500 round turn micro-lots in the past 30 days, then the service will be offered for free.
   b. If the client's trading account (used to subscribe to the VPS service) does not satisfy above conditions, but 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 28 USD or equivalent, will be deducted from the account.
   c. If the client's trading account does not have an available amount then the MT4 VPS service will be terminated and the VPS instance associated with the account will be deleted.

      Available amount = (Equity-Credit) if there are no open positions OR
      Available amount = (Free Margin - Credit - Margin*0.5) if the client has open positions

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 MT4 VPS service is provided by third parties. These third parties are not owned, controlled or operated by XM UK. As such, XM UK does not make any warranties regarding the service provided by these third parties.

2. You hereby agree that XM UK 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 MT4 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 MT4 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.

3. Once the MT4 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 MT4 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 MT4 VPS service provider's network or business activities, or has potential to bring XM's and MT4 VPS service provider's reputation into disrepute.