TERMS AND CONDITIONS OF VPS PROVISION

10.03.2023
Version 7

1 Introduction

1.1 The present Agreement for provision of VPS is made by and between INSTANT TRADING EU LTD, incorporated and registered under the Laws of the Republic of Cyprus, registration number HE 266937, having its head office at 23A, Spetson, Leda Court, Block B, Office B203, Mesa Geitonia, CY 4000 Limassol, Cyprus, holder of a license from the Cyprus Securities and Exchange Commission (hereinafter "CySEC") to act as a Cyprus Investment Firm with license number 266/15 to provide investment and ancillary Services (hereinafter referred to as "the Company"), and the Client (hereinafter referred to as "the Client"), whereas,

1.2 This Agreement for provision of VPS, together with any applicable general or other Terms & Conditions and other appendices attached hereto or otherwise made a part of this Agreement (collectively referred to as "the Agreement") is concluded between the Company and the Client (each referred to as "the Party" and collectively as "the Parties") as of the Client's service activation date ("the Effective Date"). The purpose of this Agreement is to provide a framework governing the Client's use of the VPS service ("the Service") provided by the Company.

1.3 The Client hereby accepts the Agreement described in full detail herein without restrictions or objections before using the VPS service. The Client fully understands and agrees to all the terms and conditions of provision of the VPS expressly explained and/or implied by reference herein. Notwithstanding anything to the contrary, by continuing to use our services the Client implies that he/she has read this Agreement and has unconditionally accepted it without reservation.

2   Scope of the Agreement

2.1 The present Agreement uploaded on the Website and available to all Clients and prospective clients, sets out the business terms upon which the Company offers VPS Services to the Client, the rights and obligations of both Parties, and governs the trading activity of the Client with the Company. By applying for the Company's VPS Services (e.g. when completing the Application Form for the VPS) the Client declares to have read, understood and accepted all the documents of the Agreement. Furthermore, in the event that the Application Form is approved and the Client gains access to the VPS Service, the Client and the Company shall be bound by this Agreement. For this reason, all Clients are advised to read carefully the letters and notices sent by the Company and all the documents that constitute the Agreement before applying for the VPS service, and make sure that they understand and agree with these before entering into an agreement with the Company;

2.2 If the Client concludes this Agreement not face to face but by communication through the Website and/or over the telephone and/or by written correspondence (including electronic mail (e-mail), then the Distance Marketing of Financial Services Law N. 242(I)/2004, as amended from time to time, will apply. In such a case the Company shall also provide the Client with an access to a downloadable durable format of the documents that constitute the Agreement in the Client Cabinet.

2.3 A glossary of terms used in this document can be found in Section 15 of the present Agreement.

3 Services

3.1 The Client may at any time request that the Company provides the Service by submitting the Application Form via the Company's web page that links the Client to the designated form in the Client Cabinet. Each form submitted is incorporated into the Agreement and together they shall contain applicable terms and services related to the provision of the VPS. The Company shall send a notice to the Client informing him whether his request for the VPS service has been accepted by the Company.

3.2 VPS specifications available as follows:
VPS with 2CPU Core, 2.5 GB RAM, 80GB SSD, Windows server 2012

3.3 The Client may request other VPS specifications by contacting the support department of the Company.

3.4 The Company shall make all reasonable efforts to supply a continuous service. However, the Company shall not be liable for any loss of data caused by delays outside of its control, missed or failed deliveries, service interruptions, or by error or omission of the Client. The Company shall not be responsible for any losses incurred as a result of Force Majeure events.

3.5 The Client hereby agrees that the Company is not liable for any special consequential damages which the Client may suffer as a result of loss of business, contracts, profits, savings or otherwise. The Company is unable to exercise control over the materials sent on the Internet and waives liability of any kind for publication by the Client of inaccurate, misleading, offensive, threatening or obscene materials and/or materials that breach the legislation of Cyprus and/or any other applicable law.

4 Illegal Use

4.1 The Company's servers shall be used for lawful purposes only. Transmission, storage or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes but is not limited to copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat or violates export control laws. Examples of unacceptable content or links include but are not limited to piracy software, hacker programs or archives, Warez sites, MP3, HYIP, and Bit Torrents.

5 Service Abuse

5.1 Any attempts to undermine or cause harm to the Company's servers or other Clients are strictly prohibited. The Company reserves the right to suspend or terminate services on receipt of abuse complaints.

6 Security

6.1 The Client is responsible for any misuse of the VPS account and must ensure that others do not gain unauthorized access to his or her VPS account. The Client must not use the VPS account to breach the security of another account or attempt to gain unauthorized access to another network or server.

6.2　A password provides access to the VPS account. The Client undertakes to keep the password secure.

6.3　Sharing the password with unauthorized users and providing them access to VPS accounts is strictly prohibited. The Client must take care and prevent others from accessing his or her VPS account since the Client is responsible for the consequences.

6.4　The Client must adopt adequate security measures to prevent or minimize the risk of unauthorized use of his or her VPS account.

6.5　The Client must not attempt to circumvent the user authentication and/or security of any host, network or an account. This includes but is not limited to accessing data not intended for the Client, logging into or making use of a server or an account the Client is not expressly authorized to access or probing the security of other networks. The use and/or distribution of tools designed to compromise the security is prohibited. Examples of these tools include but are not limited to password guessing programs, cracking tools or network probing tools.

6.6　The Client must not attempt to interfere with the service provided to any user, host or network, and/or carry out the Denial of Service (DoS) attacks. This includes but is not limited to "flooding" of networks, deliberate attempts to overload a service and attempts to "crash" a host.

6.7　The Client agrees and understands that users who violate systems or network security may incur criminal or civil liability. The Company will cooperate fully with investigations of violations of systems or network security at other web sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

6.8　The Client undertakes to check his or her computer and/or mobile device for viruses and other similarly harmful or inappropriate materials following best computing practices prior to each and every operational use of the Services.

6.9　The Client shall bear responsibility for the Service availability within its immediate routing perimeters. The Company shall not be held liable for problems directly related to an upstream bandwidth provider. Moreover, the Company waives all liability for network issues between the Client's location and the server.

7　Backups

7.1　Most of our servers that accommodate the cPanel Web Hosting accounts are provided with backup equipment and automated procedures. For liability reasons we cannot guarantee these backups at any given point in time. Backups are typically made on a secondary hard drive on the same server, therefore cannot be stored off site. If restoration of files or the database is required, the Client shall submit a request to the Company's support service.

8　Fees

8.1　The Client shall pay a monthly fee for the use of the VPS service as specified below, irrespective of their net deposit and trading volume. This fee will be calculated and automatically deducted from the Client's equity by the 7th (seventh) day of the following month. Currency exchange rates will be applied as specified on the Company's web page.

VPS specification	Monthly Fee
VPS order - 2CPU Core, 2.5 GB RAM, 80GB SSD, Windows server 2012.	€35

9   Cancellation & Termination

9.1   The Company reserves the right to refuse, terminate or suspend the Client's access to the Services for any reason, at its sole discretion, following a written notice. It is agreed and understood that the Company has the right to suspend the VPS service as soon as the Client breaches any of these terms and conditions, including, but not limited to, failure to fulfill the required conditions as in 9.1.

9.2   The Service will be interrupted or deactivated on outstanding accounts 3 (three) days past the due date.

9.3   The Company reserves the right to terminate without notice any account including a VPS account to which the account holder advises that he or she is or will be bringing legal proceedings against Instant Trading EU Ltd.

10   Limitation of Liability

10.1   The Company waives all liability in connection with the following:
   (a)   loss of the material uploaded;
   (b)   incompatibility of the Services with any of the Client's equipment, software or telecommunications links;
   (c)   technical problems including, without limitation, errors or interruptions of the Services;
   (d)   unsuitability, unreliability or inaccuracy of the Services;
   (e)   viruses of any kind or any other malicious software obtained by the Client in the course of using the Services;
   (f)   any security breaches whatsoever affecting the Client's Trading Account.

10.2   In no event shall the Company be held liable either in contract, tort (including negligence) or otherwise for indirect, incidental or consequential damages, including without limitation, loss of income, data or information.

10.3   Nothing in this Agreement excludes each Party's liability with respect to death or personal injury resulting from the negligence of that Party, its employees, agents, sub-contractors or suppliers, or for fraudulent misrepresentation or in the tort of deceit.

forexmart.eu is a trading name and a website operated by INSTANT TRADING EU LTD (Reg no: HE 266937) a Cyprus Investment Firm supervised the Cyprus Securities and Exchange Commission (License 266/15)

email: support@forexmart.eu   tel: +35725057236   web: www.forexmart.eu

11   Indemnity

11.1   The Client agrees that he/she shall defend, indemnify, save and hold the Company harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against the Company, its agents, its clients, officers and employees that may arise or result from any acts or omissions by the Client, its agents, employees or assigns in connection with their use of the Services.

12   Law and Jurisdiction

12.1   The present Agreement shall be governed by and construed and interpreted in accordance with the Law of Cyprus, and the Parties shall submit to the exclusive jurisdiction of the Cyprus Courts.

12.2   The Client and the Company both agree that a court may strike out or override any part of this Agreement if it considers these to be illegal, unenforceable or unfair, and in such cases enforce only the terms and conditions as if the offending clause or clauses had never been included in it.

13   Queries

13.1   The Client shall send his or her queries to the Support department email at support@forexmart.eu
The Company's contact details can be found at https://www.forexmart.eu/contact-us Support team operates 24/5.

14   Modification

14.1   The Company reserves the right to add, delete or modify any provision of this Agreement at any time without notice. There are certain products & services that are regulated by the specific Terms & Conditions other than those described herein. The present Agreement can be found in the Client Cabinet.

15   Terms and Definitions

15.1   In this Agreement:
"**Agreement**" shall mean the present Agreement together with the Appendices, as amended from time to time, and as can be found on the Website under the Legal Documents section;
"**Effective Date**" shall mean the date of this Agreement;
"**Applicable Regulations**" shall mean laws and regulations that govern the investments services and activities, including the Law which Provides for the Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters –L. 87(I)/2017 (the "**Law**"), Markets in Financial Instruments Directive 2014/65/EU ("**MiFID II**"), Markets in Financial Instruments Regulation 600/2014 ("**MiFIR**"), Prevention and Suppression of Money Laundering Activities Law N.188(I)/2007 of Cyprus and 253/2018 Act of Some Activities of Prevention of Legalization of Proceeds of Criminal Activity and Terrorist Financing, as well as other regulations, directives, circulars, guidelines and decisions issued, from time to time, by CySEC ("**CySEC Rules**") or any other relevant regulatory authority, the Rules of the relevant Underlying Market, as amended from time to time;

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"**Business Day**" shall mean any day, other than Saturday or Sunday, or the 25th of December, or the 1st of January or any other Cyprus or international holidays to be announced on the Website;

"**Client**" shall mean any individual or legal person who agrees to the present Agreement, as amended from time to time;

"**Client's Trading Account**" shall mean any account that the Company maintains for the Client for dealing in the Financial Instruments made available under the Agreement and in which the funds and assets are held and to which profits or losses are debited and credited; The various documents that form the Agreement, including but not limited to the present Agreement and Appendices, may use the words "trading account" or "Client's trading account" interchangeably, as these have the same meaning and apply to all such trading accounts held under the name of the Client;

"**Force Majeure**" events shall include, without limitation, any technical difficulties such as telecommunications failures or disruptions, non-availability of the Website, e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, natural disasters, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts or blockades, notwithstanding that the Company is a party to the conflict and including cases where only part of the Company's functions are affected by such events;

"**Lot**" shall mean a unit measuring the transaction amount equal to 10,000 units of the base currency (i.e. 1 lot = 10,000 of base currency in the case of a CFD on currency pairs);

"**Registration 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's Trading Account, via which form/questionnaire the Company will obtain, among others, the Client's request for access to the VPS service in accordance with the Applicable Regulations;

"**Services**" shall mean the services to be offered by the Company to the Client under this Agreement;

"**Transaction**" shall mean any type of a transaction effected in the Client's Trading Account, including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades and Transfers between other accounts that belong to the Client or an authorized representative;

"**Website**" shall mean the Company's website at forexmart.eu or such other website(s) as the Company may maintain from time to time.

15.2 All references to the singular herein shall also mean the plural and vice versa unless the context otherwise requires;

15.3 Words importing the masculine shall import the feminine and vice versa;

15.4 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 notes, 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.

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