



Terms and Conditions of VPS Service Provision

instaforex.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)
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1 Introduction

1.1 INSTANT TRADING EU LTD is a company incorporated and registered under the Laws of the Republic of Cyprus under Registration Number H E 266937, having its head office at 23A, Spetson, Leda Court, Block B, Office B203, Mesa Geitonia, CY 4000 Limassol, Cyprus, having been granted 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 the investment and ancillary Services, (hereinafter the "Company"). The Company offers its Services to its Clients through the Trading Platform(s).

1.2 The Terms and Conditions of VPS Provision (also referred as "T&C of VPS") are concluded between the Client (hereinafter referred to as "Client", "you", "your") and Instant Trading EU Ltd (referred to as "we", "us", "our", "Company").

1.3 This Terms and Conditions of the VPS Provision, together with any applicable general or other Terms & Conditions and other appendices attached hereto or otherwise made a part of these Terms and Conditions (collectively, the "Agreement") is concluded between Instant Trading EU Ltd (hereinafter referred to as the "Company") and the Client (each referred to as the "Party" and collectively as the "Parties") as of the Client's service activation date ("Effective Date"). The purpose of this Agreement is to provide a framework governing the Client's use of VPS service from Instant Trading EU Ltd (the "Service").

1.4 The Client accepts the Terms and Conditions of the VPS Provision described in full detail below without restrictions or objections before using VPS service. The Client fully understands and agrees to all the Terms and Conditions of the VPS Provision expressly explained and/or implied herein by reference. Notwithstanding anything to the contrary, by continuing to use our services the Client is implying that he/she has read these Terms and Conditions of the VPS Provision and has unconditionally accepted them without reservation.

2 Scope of the Agreement

2.1 The present Terms and Conditions of the VPS Provision and any Appendices (hereinafter the "Agreement") which are uploaded on the Website and available for all Clients and prospective clients, set out the business terms upon which the Company will offer VPS Services to the Client, the rights and obligations of both Parties, and govern the trading activity of the Client with the Company. By applying for the Company's Services (e.g. when completing the Application for the VPS Form), the Client declares to have read, understood and accepted all the documents of the Agreement and it means that in the event that the applicant is approved access and use of the VPS as a Client of the Company, the Client and the Company shall be bound by these. For this reason, all Clients are advised to read carefully all the documents which form the Agreement before applying for the VPS service and any other letters or notices sent by the Company and make sure that they understand and agree with them before entering into the Agreement with the Company;

2.2 If the Client is a Client who does not meet face to face with the Company to conclude this Agreement, and instead the communication is done 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, applies. In such a case the Company shall also provide the Client with an access to downloadable durable format of the documents that form 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 for the Company to provide the Service by submitting an Application Form via the Company's web page that will link 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 to the VPS service has been accepted by the Company.

3.2 VPS specifications available as follows:

VPS with 2 Cores, 2GB RAM, 50GB HDD, 1TB traffic, Windows server 2016 64 Bit

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

3.4 The Client shall use reasonable efforts to supply a continuous service. However, the Company shall not be liable for any loss of data resulting from delays outside of its control, missed or non-deliveries, service interruptions or by errors or omissions of the Client. The Company shall not be responsible for any incurred losses resulting from the Force Majeure events.

3.5 The Client agrees that the Company is not liable for any special consequential damages which the Client may suffer as a result of a loss of business, contracts, profits, savings or otherwise. The Company is unable to exercise control over the materials sent on the Internet and excludes the liability of any kind for the 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 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 not limited to pirate software, hacker programs or archives, Warez sites, MP3, HYIP, Bit Torrents.

5 Service Abuse

5.1 Any attempts to undermine or cause harm to the Company's server 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 take steps to 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 not limited to accessing data not intended for you, logging into or making use of a server or an account you are not expressly authorized to access, or probing the security of other networks. The use and/or distribution of tools designed for compromising the security is prohibited. Examples of these tools include but not limited to the 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 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 in accordance with the best computing practice 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 liable for problems directly related to an upstream bandwidth provider. Moreover, the Company accepts no liability for the network issues between your 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 Provided that the net deposits on the Client's account are no less than EUR 2,000 for the VPS specification 2 Core, 2GB RAM, 50GB HDD, 1TB traffic, Windows server 2016, the Client shall be entitled to get access to the VPS service free of charge during the first month of use. Should the Client's net deposit turn out to be lower than EUR 2,000 by the end of the first month of use, the Client shall be charged a monthly fee as specified in clause 8.3 herein.

8.2 The VPS service shall remain free of charge after the first month of the use on condition that the net deposits as well as the trading volume on the Client's account during the second month of use meet the following requirements:

VPS specification	Net Deposits (EUR)	Closed Lots per month for free subscription
2 Core, 2GB RAM, 50GB HDD, 1TB traffic, Windows server 2016	2,000	24 Lots

8.3 If the Client fails to fulfill the said requirements throughout the second month of use, we will withdraw the free VPS service within 3 days upon notice, and the Client shall pay a monthly fee for the use of the VPS service as specified below. This fee will be calculated and automatically deducted from the Client's equity by the 7th day of the following month. Currency exchange rates will be applied as specified on the Company's web page.

VPS specification	Monthly Fee
2 Core, 2GB RAM, 50GB HDD, 1TB traffic, Windows server 2016	€35

8.4 Should the Client wish to refuse the VPS service after the failure to fulfill the said requirements, he or she shall immediately notify the Company about it in writing by sending a request to the customer service email. The VPS service provision will be disconnected within the three days of the receipt of the request at the latest.

9 Cancellations & Terminations

9.1 The Company reserves the right to refuse, terminate or suspend your access to the Services for any reason, at its sole discretion, after giving you a written notice. It is agreed and understood that the Company has the right to suspend your VPS account as soon as you breach any of these terms and conditions, including, but not limited to, failure to fulfill the requested conditions as in 9.1.

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

9.3 The Company reserves the right to terminate without notice any account including 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 disclaims all liabilities 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 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 and personal injury resulting from the negligence of that Party, its employees, agents, sub-contractors or suppliers or for fraudulent misrepresentation or under the tort of deceit.

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 of the Client, its agents, employees or assigns in connection with their use of the Services.

12 Law and Jurisdiction

12.1 These T&C 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 them 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

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

14 Modification

14.1 The Company reserves the right to add, delete, or modify any provision of its T&C at any time without notice. There are certain products & services which are entitled to specific Terms & Conditions, other than described in this page. You can find the present Agreement in your Client Cabinet.

15 Definitions – Interpretations

15.1 In this Agreement:
“**Agreement**” shall mean this present Terms and Conditions 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 which 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, decisions issued, from time to time, by CySEC (“**CySEC Rules**”) and any other relevant regulatory authority, the Rules of the relevant Underlying Market, as amended from time to time;

“**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 maintain 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 which form the Agreement, including but not limited to the present Terms and Conditions and Appendices, may use the words “trading account” or “Client’s trading account” interchangeably, as they 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, catastrophes of nature, 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, equaling 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);

“**Party**” or “**Parties**” shall mean the Company, or the Client referred to individually as a “Party” and both of them together, collectively as the “Parties”;

“**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 amongst other things the Client’s request for the 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, Transfers between other accounts which belong to the Client or an authorized representative;

“**Website**” shall mean the Company’s website at instaforex.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 noted, 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.