



Accuindex Limited

VPS SERVICE TERMS AND CONDITIONS

1. Introduction

- 1.1. Accuindex Virtual Private Server (VPS) is a dedicated piece of a server in a high specification data center, located in close proximity to Accuindex MT5 Trading servers, thereby reducing network latency to a minimum.
- 1.2. 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.
- 1.3. The VPS Service is offered by Accuindex to its clients through third parties. These third parties are not owned, controlled, or operated by Accuindex.
- 1.4. The VPS service is available to all the Company’s Clients who satisfy the criteria for this VPS service as set out in clauses 3.1 and 3.2 of the VPS Service Terms and Conditions.

2. Commencement date

- 2.1. The VPS Service will run indefinitely from 01/July /2021.

3. Terms and Conditions

- 3.1. In order for a client to be eligible to subscribe to the VPS Service, he/she must have opened an account with Accuindex as per the Account Opening agreement, and must have completed the age of 18, or the legal age applied in his country of residence, or otherwise not be considered as a “minor” in his country of residence.
- 3.2. The VPS Service is offered on a paid or complimentary basis, subject to the Client meeting specific deposit and/ or trading requirements specified further in clause 3.4.2.1 and 3.4.2.2 of these Terms and Conditions
- 3.3. The following VPS package is offered to Clients:

VPS
\$25/ Month
2 vCore
4 GB
80 GB SSD NVMe
500 Mbps Unmetered*

3.4. Cost of the MT5 VPS Service

The MT5 VPS service can be either offered for free or for a monthly prepaid fee.

3.4.1 Accuindex Paid VPS Service :

3.4.1.1 VPS package fees = 25 USD monthly.

3.4.1.2 in case of a different base currency, the fee equivalent will be deducted using the applicable exchange rate of the day.

3.4.1.3 The fee for the paid VPS service is deducted from the client's account on monthly basis.

3.4.2 Accuindex Free VPS Service :

In order for the Client to apply for the Free VPS service, at the time of the registration, the following requirements must be met during the past 30 (thirty) days;

3.4.2.1 Net Deposit Amount : 2,000 USD or equivalent of other currencies (excluding bonuses) minimum account balance amount during the past 30 (thirty) days

3.4.2.2 Minimum number of lots : 10 standard lots (round trip) must have been completed within the past calendar month In order for the Client to maintain access to the free VPS service.

3.4.2.3 Access to the Free VPS service package can be requested through the client's sales Manager and / or Accuindex Customer support email address (support@accuindex.com).

3.4.2.4 Providing that the Client's request is eligible for the service, based on the requirements outlined in clauses 3.4.2.1 and 3.4.2.2 , the VPS access details shall be provided within 2 (two) business days from the date the request has been submitted by the Client.

3.4.2.5 In case the requirements outlined in clause 3.4.2.2 are not met, but the Client wishes to continue using the VPS package provided, he may opt to switch to

paid VPS service. The Client then agrees that the relevant fee will be deducted from his balance as outlined in these Terms and Conditions, clause 3.4.1

- 3.5. Technical support regarding the Client's VPS package is provided upon raising a ticket with the VPS service providers.
- 3.6. The MT5 VPS service is limited to 1 VPS per client.
- 3.7. A client can apply for MT5 VPS service on any calendar day.
- 3.8. The MT5 VPS service is a subscription service that will automatically renew on the first calendar day of each month.

4. Amendment and Termination

- 4.1. The Company reserves the right to unilaterally modify the VPS Service or any of the terms and conditions of the VPS Service, from time to time, at the sole discretion of the Company and without the Client's prior consent.
- 4.2. The Company reserves the right to terminate the Client's VPS package by giving 1 (one) week written (email) notice to the Client, in the case the trading requirements outlined in these Terms and Conditions clause 3.4.1 are not met.
- 4.3. The Company reserves the right to terminate the Client's paid VPS package by giving 1 (one) week written (email) notice to the Client, in case that no funds are available on the Client's balance to cover the fee of the monthly invoice.
- 4.4. The Company may terminate this Agreement with immediate effect, by giving a written notice to the Client, 7 (seven) days in advance. The Company has no obligation to provide any reasons for such a decision.
- 4.5. The Company reserves the right at its absolute discretion, to cancel the VPS Service without the Client's prior consent and with immediate effect if:
 - (a) It becomes unlawful for the Company and/or the Client to perform or comply with any one or more of their obligations under these Terms and Conditions.
 - (b) The Company suspects or has reasons to believe that a Client is involved in any form of fraudulent activities.

- (c) The Company suspects or has reasons to believe that the Client has abused and/or in any way manipulated the terms and conditions of these Terms and Conditions and/or has not acted in good faith.
- (d) The Company suspects or has reasons to believe that the Client has been involved in any form of prohibited trading as described in the Account Opening Agreement.
- (e) The Client involves the Company directly or indirectly in any type of fraud, given that the Company has used its best judgment to determine the existence of fraud.
- (f) The Client has been accused for any regulatory and/or legal investigation or illegal interference into its commercial affairs, or any past sanctions imposed on the Client.

5. Dispute

- 5.1.** Any dispute arising with or in connection with any of the Terms and Conditions of the VPS Service shall be dealt by the Company as per the Company's Complaint Handling Policy, which is available through the Company's website.
- 5.2.** All complaints must be in writing and addressed to the Customer Support Department of the Company via email at support@accuindex.com. More details on the procedure which the Client must follow, the deadlines for receiving a response from the Company as well as contact details for the Company's regulatory authority can be found on the Company's website under the Section 'Legal Documentation'.

6. Acknowledgements

- 6.1.** The Client acknowledges that the Company has the right to contact the Client on the telephone number used during the registration process for verification purposes.
- 6.2.** The Client acknowledges and confirms that the Company shall not be held liable for any failure of the VPS service including but not limited to power failures, technical failures, any communication/date failure, systems failure, or any other failure of technical nature.
- 6.3.** The client acknowledges that VPS hosting is controlled by a third party and the Company shall not be liable for any failures in relation to the VPS hosting.

- 6.4.** The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading such products, it is possible for Clients to lose all of their invested capital. These products may not be suitable for all investors and Clients should ensure that they understand the risks involved. Clients should seek independent advice if necessary.
- 6.5.** The Client hereby acknowledges, confirms, and accepts to be legally bound by the Terms and Conditions set out in this VPS Service and/or any other legally binding agreement between him and the Company.

I confirm, understand, and agree to the validity of this agreement and all previous disclosures and agreements that I have signed with Accuindex Limited including, but not limited to, the Client Agreement.

Client Name: _____ **A/C NO:** _____

Client Signature: _____

Date: ____/____/2021