

# VPS Service Terms and Conditions

## 1. Introduction

- 1.1 The website (<https://fxgt.com/>) is operated by 360 Degrees Markets Ltd a company registered in Seychelles, with registration number 8421720-1 and registered address is Room 12, First Floor, Kingsgate House, Victoria, Mahe, Seychelles, licensed and regulated by the Seychelles Financial Services Authority (FSA) under the Securities Dealer's License Number SD019.
- 1.2 The Client acknowledges that she/he has read and fully agrees to adhere to the VPS service terms and conditions (hereinafter referred to as “the **VPS Terms**”) and that the former shall constitute a part of the Company’s terms and conditions and/or client’s agreement and/or risk disclosure notice, AML & KYC policy, privacy policy, and promotions terms and conditions located on the Company’s website as amended from time to time (hereinafter referred to as the “**Legal Documentation**”)
- 1.3 The VPS Service is provided only to clients who have passed the complete verification of their personal information.

## 2. Description of VPS service

- 2.1 A Virtual Private Server (hereinafter referred to as “**VPS**”) is a dedicated piece of a server in a high specification data center, located in close proximity to the Company’s trading servers, thereby reducing network latency to a minimum.
- 2.2 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 trading than the client’s average home system.

The specifications of the VPS are currently set at:

- i. 3GB RAM/1 Vcpu
- ii. 16 GB Disk Space
- iii. Fully Integrated into MT5/MT4 terminal

The above specifications are subject to change.

## 3. VPS Sponsorship Program

- 3.1 The VPS shall be offered by the Company free of charge only for selected clients. (hereinafter referred to as “**VPS Service**”).

- 3.2 Clients shall be eligible for the VPS service free of charge, if both of the below criteria are met:
- i. Clients must have at the time of applying for the VPS Service a minimum trading account equity of US\$3000 (or account currency equivalent)
  - ii. Clients must complete a minimum trading volume of 5 GTLots (learn what GTLot is [here](#)) (hereinafter referred to as **“the Sponsorship Maintenance Requirement”**)
- 3.3 If the Sponsorship Maintenance Requirement is not maintained, the VPS service will be removed without further notice.
- 3.4 The VPS service is limited to 1 VPS per client. If the client holds multiple live MT5/MT4 trading accounts, the VPS service can be offered for any of the accounts as long as the Sponsorship Once-Off Requirement and Sponsorship Maintenance Requirement are met for each one of the live MT4/MT5 trading accounts.
- 3.5 A Client can apply for a VPS service on any calendar day.
- 3.6 The Company reserves the right to refuse the VPS Service without giving any reasons to the Client.
- 3.7 The Company reserves the right to modify, change or terminate this Sponsorship Program at any time and without the consent of the Client.

## 4. Liability for Downloaded Material

- 4.1 Any material downloaded or otherwise obtained through this site is done solely at the Client's own discretion and risk and the Client accepts that he/she will be solely responsible for any and/or all damage to his/her computer system, hardware, software, or loss of data that results from any such material.

## 5. Possible Risks and Disclaimer

- 5.1 When using the VPS Service, the Client unconditionally understands and accepts all risks associated with the automated operation of his/her Expert Advisors and indicators on his/her Live MT5/MT4 trading account in a virtual terminal, including but not limited to the below:
- Possible malfunctions of the Company's or third party's hardware may lead to unexpected circumstances for the Client's trading system.

- Errors in MT5/MT4 programs launched on a virtual terminal may send incorrect trading orders or not send on time.
- Simultaneous connection and trading from various places on a trade account launched in a virtual terminal can lead to unpredictable results.
- Communication failures may lead to non-fulfillment or improper fulfillment of trade requests sent from a virtual terminal.

**5.2** The Company does not take any responsibility for any suffered losses or short-received profit when using or being unable to use the VPS Service.

**5.3** The Company's services, platform and website are not intended to provide specific investment, tax or legal advice or to make any recommendations about the suitability of any investments or products for any particular client. The Client should seek his/her own independent financial, legal, regulatory, tax or other advice before making an investment in the services offered by the Company. In the event that the Client chooses not to seek advice from a relevant adviser, the Client should consider whether the investment or product is suitable for him/her.

## **6. Limitation of Liability**

**6.1** The VPS Service is provided by third parties. These third parties are not owned, controlled or operated by the Company. As such, the Company does not make any warranties regarding the service provided by these third parties.

**6.2** The Client hereby agrees that the Company shall not be liable towards the client for damages, including but not limited to statutory and contingent liabilities, direct, indirect, incidental, consequential aggravated, or exemplary whether contemplated or not that the time of the Client entering into these Terms, resulting whatsoever or howsoever caused which arise out or in connection with the use or availability of the 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 the Company or transactions entered into with the Company, or services provided by the Company; (iii) the unauthorized access of, transmission of, or loss of the Client's 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 the Company.

## **7. Termination**

- 7.1 The VPS service can be terminated and removed from the Client's trading account/s at any given time and without further notice if the Sponsorship Requirement is not maintained.
- 7.2 The termination and removal of VPS service might affect the open trading positions of the client; therefore it is the Client's responsibility to be aware of his positions at all times and take any actions in order to maintain the Sponsorship Maintenance Requirement.
- 7.3 Furthermore, the Client should be monitoring the Sponsorship Maintenance Requirement and in cases where he/she realizes that the former will no longer be fulfilled then he/she has the sole responsibility to proceed with closing and/or amending and/or setting any limits for his/her existing positions in order not to suffer any possible losses and/or profit losses deriving from the removal of the VPS service.
- 7.4 The Company shall not be liable for any loss, loss of profit, costs and claims or liabilities in connection with the removal of the VPS service.
- 7.5 Once the 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.
- 7.6 The Client may request the termination of the VPS service provision at any time if he/she wishes to do so.
- 7.4 The Company reserves the right to terminate the provision of VPS service at any time, even in cases where the Sponsorship Maintenance Requirement is maintained, with or without a cause and for any reason whatsoever, including but not limited to if the Company has reasonable ground to believe that:
  - i) the Client has breached any of the provisions of the VPS Terms; and
  - ii) the Client has breached any of the provisions of the Company's Terms and Conditions and/or Client's Agreement and/or any other Legal Documentation located on the Company's website.
  - iii) the Company suspects or has reasons to believe that the Client abuses and/or manipulates in any way the VPS Sponsorship Program and/or has not acted in good faith
- 7.5 The Company at its absolute discretion shall be entitled to retain any costs from any of the Client's live MT5/MT4 trading accounts if these are deemed necessary, upon the indication or suspicion of either fraud, abuse or any violation whatsoever of these Terms and/or the Company's Terms and Conditions and/or Client's Agreement and/or Legal Documentation.