

## **TERMS AND CONDITIONS**

1. The FXPIG VPS Service is available to all clients holding Live Accounts with FXPIG incorporated under the laws of Vanuatu with the registration number 014578 and authorized as an International Business Company (hereinafter referred to as the “Company”) under the following terms and conditions.
2. The VPS Service is offered by FXPIG, a company incorporated under the laws of Vanuatu with the registration number 014578 to our clients through Liquidity Connect LLC, a company incorporated under the laws of the United Kingdom with its registration number 0803863926 and having a registered office at 2245 Texas Drive, Suite 300, Sugar Land, TX 77479, due to the collaboration between the Company and Liquidity Connect LLC.
3. The VPS Service is available to all of the Company’s clients who satisfy the conditions for this Service as set out in these Terms and Conditions in section 8 or 9.
4. The Client hereby acknowledges, confirms, and accepts to be legally bound by the Terms and Conditions set out in this VPS Service agreement between him and the Company.
5. The following VPS packages are offered to Clients:
  - a. Gold VPS -- 1x vCPU Core, 2560MB / 2.5GB RAM, 50GB SSD
  - b. Platinum VPS -- 3x vCPU Cores, 6144MB / 6.0GB RAM, 75GB SSD
6. The following fees apply for the paid VPS Service:
  - a. Gold VPS -- USD 40 per month
  - b. Platinum VPS -- USD 90 per month

**Note: If the account base currency is other than USD, the fee equivalent will be deducted using the applicable ECB exchange rate of the day.**
7. The fee paid for the VPS Service will be deducted monthly from the Client’s FXPIG account after the monthly invoice has been issued.
8. Clients with a Standard or Premier account can choose to apply for the Free VPS Service if they have satisfied the conditions:
  - a. Gold VPS -- minimum 5 lots traded per **month**
  - b. Platinum VPS -- minimum 10 lots traded per **month**
9. Clients with a Pro account with a minimum balance of USD 50,000 are eligible for the Free VPS Service. Pro account holders can choose to apply for the Free VPS Service if they have satisfied the conditions:
  - a. Gold VPS -- minimum 5 lots traded per **quarter**
  - b. Platinum VPS -- minimum 10 lots traded per **quarter**
10. Clients can request for the Free VPS Service via the VPS page Sign Up Now section or via email to [vps@fxpig.com](mailto:vps@fxpig.com)
11. In order for the Client to maintain access to the Free VPS Service, the Client must meet the conditions outlined in clause 8 or 9, whereby the conditions are satisfied within the stipulated period. If this is the case, the relevant fees will be reimbursed to the Client’s account once the condition is met.
12. If the conditions outlined in clause 8 are not met but the Client intends to continue using the VPS package provided, the Client can opt to switch to the paid VPS Service. The Client agrees that the relevant fee will be deducted from his FXPIG account balance as outlined in clause 7.
13. 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 its sole discretion of the Company and without the Client’s prior consent.

14. The Company reserves the right to terminate the Client's Free VPS package by giving one week's written notice to the Client, in the event that the trading requirements outlined in clause 8 are not met.
15. The Company reserves the right to terminate the Client's VPS package by giving one week's written notice to the Client, in the event that there are insufficient funds in the Client's FXPIG account to cover the fee of the monthly invoice.
16. The Company may terminate this Agreement with immediate effect by giving written notice to the Client seven days in advance. The Company has no obligation to provide any reasons for such a decision.
17. 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 reason to believe that a Client is involved in any fraudulent activities;
  - c. The Company suspects or has reason to believe that a Client has abused and/or in any way manipulated these Terms and Conditions set out in this Agreement and/or has not acted in good faith;
  - d. The Company suspects or has reason to believe that a 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.
18. All complaints must be in writing, addressed to the Customer Service department of the Company via email to [vps@fxpig.com](mailto:vps@fxpig.com)
19. The Client acknowledges and agrees that the Company shall not be liable for any failure of the VPS Service including but not limited to:
  - a. Power failures;
  - b. Technical failures;
  - c. Any communication/date failure;
  - d. Systems failure; or
  - e. Any other failure of a technical nature
20. 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