VPS Terms and Conditions

The Virtual Private Server is a reserved, private area hardware server solution which is available to all new or existing clients who want to take advantage of a secure and unparalleled trading experience.

1. Organiser
GKFX Financial Services Ltd, Bevis Marks, 24 Bevis Marks, London, EC3A 7JB. GKFX is authorised and regulated by the Financial Conduct Authority (FCA registration number: 501320)
www.gkfx.com

2. Participants
a. The VPS plan will be offered to all new or existing clients of GKFX.

3. Eligibility
a. All applicants must be 18 years old or over, subject to our general Terms of Business.
b. All clients who fulfil the Terms and Conditions are eligible to apply for the VPS service.
c. Clients must sign up for the VPS service via email to their account representative. All details of each VPS plan are displayed on the GKFX homepage / VPS.
d. The customer requires nominating one trading account per VPS. The nominated account needs to fulfil the minimum monthly trading volume of the selected VPS plan.

4. Restrictions
a. The offer is available to all clients who have satisfied the eligibility criteria for the Terms, there is no restriction.

5. Mechanism of the VPS Offer
a. Eligible clients (2.a) may receive the VPS offer free of charge if they fulfil both the monthly lot requirements and the initial minimum deposit.
b. The VPS can be requested at any time during the month and charges will be applied to the nominated trading account. The monthly charges will depend on the selected VPS plan and will be specified below (5.g).

Depending on the day the VPS was opened, the charge will be calculated as following:

- opened between 1st and 7th day of the month ➔ 100% of charge,
- opened between 8th and 15th day of the month ➔ 75% of charge,
- opened between 16th and 21st day of the month ➔ 50% of charge,
- opened between 22nd and 31st day of the month ➔ 25% of charge.
c. If eligible clients do not reach the required trading volume in the calendar month they will be charged a monthly fee specified in these Terms.
d. For the **VPS Welcome** plan the minimum deposit requirement is $2,500/ €2,000/ £1,600. For the **VPS Platinum** plan the minimum deposit requirement is $6,500/ €5,000/ £4,000. For the **VPS Diamond** plan the minimum deposit requirement is $65,000/ €50,000/ £40,000.

e. For **FX/CFD trading account**, the monthly minimum trading volume is 10 lots of closed trades for VPS Welcome, 30 lots of closed trades for VPS Platinum and 100 lots of closed trades for VPS Diamond.

f. For **Spread Betting accounts**, the monthly minimum trading volume is £50/pip for VPS Welcome, and £150/pip for VPS Platinum and £200/pip for VPS Diamond.

g. If clients do not fulfil the monthly required trading volume they will be charged $25/€20/£15 for the **Welcome plan**, and $55/€45/£35 for the **Platinum plan** and $160/€145/£120 for the **Diamond plan**.

h. The fee will be deducted from the client’s nominated trading account on or near to the 10th of each calendar month. If this is a bank holiday or weekend, the fee will be applied on the following business day.

i. The fee will be applied in the account currency of the nominated trading account.

j. If a client changes the VPS plan during a calendar month, the minimum required trading volume (lot) will be calculated under the new plan.

k. For **FX (currency) pairs**, one “lot” in point 5.e. shall mean 1 standard lot traded round turn on the GKFX trading platform.

l. For **commodities and indices**, one “lot” in point 5.e. shall mean 10 lots of commodities or indices traded round turn on the GKFX trading platform. **Equity** positions won’t be included in the monthly volume calculation.

m. For **Spread Betting accounts**, one ‘lot’ in point 5.f. shall mean £1/pips on **FX pairs, commodities and indices**.

n. Erroneous trading positions will not be taken into consideration while calculating trading volume.

o. Open trades will not be included from the calculation of minimum trading requirement.

p. The calculation will be valid from the time that the VPS will be active for the clients’ usage and will be charged per calendar month.

q. The client can apply for VPS offer by sending an e-mail to our sales team.

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6. **Termination of the VPS Offer**

a. The minimum rental period for each VPS plan spans 2 month. The client can request to terminate the VPS after one month, considering a one month notice period.

b. The client can cancel the vps subscription on a monthly basis, by sending an email to sales team.

c. **GKFX** is not responsible for informing the client when (time) the VPS charge will be applied to the account. The client is required to apply sufficient funds on his account to cover the fee as well as the required margin on
7. Further Conditions

a. GKFX Financial Services Ltd reserves the right to amend, cancel or restrict this offer to any applicant or customer.

b. If GKFX detects that the client has abused the terms of this offer, GKFX reserves the right to block the VPS access or terminate the client access to the services provided by GKFX.

c. GKFX reserves the right to modify or change any of the terms and conditions of this VPS promotion without the client’s consent. They will be published on the webpage and recommend that you revisit these Terms regularly.

d. The applied monthly VPS fee will be confirmed on the daily and monthly account statement of the nominated trading account, which will be sent per email to the registered email address.

el. If the Terms and Conditions are translated into another language, the English version will be the main source where there is an inconsistency.

f. Using the VPS in any way that adversely affects other GKFX customers is strictly prohibited. This includes but is not limited to:
   - Upload/saving documents on the VPS, which would break the law in the customer’s country or region.
   - Abuse system resources, exhaust server resources, hard disk, I/O, and bandwidth.
   - Gaining or attempting to gain unauthorised access to servers or services. Such attempts include "Internet scanning", password robbery, security hole scanning, port scanning, probing, monitoring or testing for system or network vulnerabilities.
   - Introducing viruses or other computer programming routines that are intended to damage, or interfere with any system, data or personal information.
   - GKFX has zero tolerance for the sending of SPAM or Unsolicited Commercial Email (UCE) over our network.

g. Accounts may be terminated that include content or which have links to content that:
   - Is unlawful or is considered offensive by the web community. Promotes injury or physical harm against any group or individual.
   - Promotes or teaches illegal activities.
   - Exploits or depicts children in a negative/sexual way.
   - Infringes on copyright, patents, trademarks, trade secrets, or other intellectual property including pirated computer programs, cracker utilities.

8. VPS Service Provider Conditions

a. The client is required to keep an independent copy of all data stored on the VPS server. There is no guarantee for the data stored on the VPS server to be backed up.
b. The client must not share login details with any other person, and should take reasonable precautions that it will not be discovered by third parties.

c. GKFX is not liable for any possible loss or damages caused by the use of the VPS, its inaccessibility or removal of services.

d. All data will be deleted if your VPS account will be terminated.

e. GKFX acknowledges that no one owns or controls the Internet. The VPS service provider cannot monitor or control any activities on the client’s VPS account.

f. GKFX may use third party software and hardware providers in order to facilitate its VPS offering and all client data will be strictly confidential. It accepts no liability for any losses that may arise from the use of this service.

g. The VPS provider (4XSolutions) includes an administrative account named Support in order to provide assistance on network/server, password, inventory and related activities. We take all reasonable precautions to ensure the security of these accounts and the privacy of client data. The client mustn’t hinder, tamper, delete, or change the functionality of those Support accounts.

h. Windows updates are disabled on the client’s VPS account. This is a precaution that no interference takes place with the client’s trading activities. We recommend that the client will process Windows updates manually on a monthly basis during weekends, when the market is closed.