BDSWISS+

VPS Services

TERMS & CONDITIONS

September 2022 - Version 1

BDS LTD

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1. Introduction

1.1 By opening a trading account or using an existing account to subscribe to the Company's VPS Services with BDS Ltd (hereinafter "the Company), the Client acknowledges that (s)he has read, understood and agreed to be bound by the Terms and Conditions herein (hereafter referred to as ("**the VPS Services Policy**" or "**'VPS Services Terms & Conditions''**) which form a part of the Client Agreement and the Company's General Terms and Conditions for CFDs available on the Company's website www.global.bdswiss.com.

1.2. All terms shall have the definition assigned to them in paragraph 4 of the General Terms and Conditions.

2. VPS Services

2.1. VPS Services will only be available for Clients that:

   a) Have provided all information and documents as required by the Company and,

   b) Have been identified and verified by the Company as per the General Terms and Conditions and Company's internal procedures and,

   c) Have completed successfully the account opening procedure and been fully accepted as Clients by the Company by receiving a relevant notification.

2.2. The Company offers to its Clients Virtual Private Server Services (hereafter **"VPS Services"**) through **Netshop-isp** (hereafter the "**Service Provider**") in accordance with the General Terms & Conditions referred to in paragraph 1 and with the Service Provider Terms and Conditions, accessible at https://netshop-isp.com.cy/.

2.3. The Client acknowledges that (s)he has read, understood and agreed to be bound by the Service Provider Terms and Conditions, accessible at https://netshop-isp.com.cy/.

2.4. VPS Services shall be available on the Client's dashboard under the specific "VPS" Section. The Client that wishes to subscribe to VPS Services shall select one of the VPS Packages (paragraph 3.1.) and successfully complete the Subscription Procedure (paragraph 3.2.).

2.5. VPS Services shall be activated once the Subscription Fees are paid (section 3). The Client shall have permanent access via its personal dashboard to manage the service, including but not limited to :

   a) Start – Start the VPS

   b) Stop – Stop the VPS

   c) Reboot – Restart the VPS in case of any technical issues experienced

3. VPS Packages & Subscription

3.1. **VPS Packages**

a) The Company proposes to its Clients the following VPS Services Packages:

- **VPS Basic** – €30 (thirty euros)/ Month for 1 GB RAM, 1 VCPU, 40 GB HDD, Win Server 2012 R2
- **VPS Advanced** - €50 (fifty euros)/ Month for 2 GB RAM, 2 VCPU, 50 GB HDD, Win Server 2012 R2
- **VPS Pro** - €70 (seventy euros) / Month for 4 GB RAM, 4 VCPU, 100 GB HDD, Win Server 2012 R2

b) The Client acknowledges that the Company reserves the right to update the VPS Packages from time to time and at its sole discretion and without prior notice.

c) Once the Client has selected the VPS Package, the Client shall be redirected to the payment page to validate his/her subscription.

3.2. **Subscription**

a) To subscribe to the relevant VPS Package, the Client shall provide his/her credit card details to authorize the monthly subscription payments. After the successful authorization and verification process of the credit card and the payment, the VPS Services will be activated (the "**Activation Date**"). The subscription/payment service is outsourced to a trusted Service Provider. The Company shall not be holding or either be able to access any credit card details.

b) The Subscription Fee shall be charged at the beginning of each Subscription Period according to the relevant VPS Package (paragraph 3.1.). Each Subscription Period shall begin on the Activation Date and end after one calendar month period.

Example 1: If the Activation Date of the VPS Services is 5 May the next Subscription Period will start, and the relevant fee will be charged on the 5 June.

c) The subscription shall automatically be renewed at the end of each Subscription Period. If on the date of the automatic renewal, the automatic payment of the Subscription Fees fails, the Client acknowledges that the system will retry again for the next three (3) working days to execute the payment. In the event of consecutive failures and after the last attempt, VPS Services will be automatically cancelled. The Subscription shall not automatically be renewed if the Subscription is cancelled before the end of the Subscription Period.

d) The cancellation shall take effect at the last day of the billing cycle.

Example 2: If the Activation Date of the VPS Services is 5 May the next Subscription

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Period will start, and the relevant fee will be charged on June 5. The Client cancel his subscription on May 22, the cancellation will be effective on June 4. The Client will not be charged on June 5.

e) The Client shall at any time, by accessing his/her personal dashboard, manage and update his/her credit card / payment information.

f) The Company reserves the right to terminate the VPS Services if the Payment of monthly fees failed or is rejected for any reasons.

4. General Provision

4.1. The Client agrees and acknowledges that VPS hosting is controlled by the Service Provider and the Company shall not be liable for any possible error or breakdown of the hosting service including, but not limited to any communication/data failure, system error.

4.2. The Client hereby agrees and acknowledges that the Company does not provide any guarantee of the data/application and all relevant data that is kept on the VPS and that the Company does not conduct any backups or provides any service to safeguard any data and/or information held on the VPS.

4.3. The Client hereby agrees and acknowledges that the VPS Services are the Client's sole responsibility, and that the Client should take all necessary measures to secure and backup their own data and/or applications and/or information.

4.4 The Client acknowledges that CFDs are leveraged products which involve a high level of risk. When trading in such products, the Client understands that it is possible to lose all of his/her invested capital. These products may not be suitable for everyone and the Client should ensure that (s)he understands the risks involved. The Client should seek independent advice if necessary.

4.5 The Company shall not be held liable for any losses incurred by the Client or as a result of his/her trading or in relation to the VPS Services. Including but not limited to issues related to connection or server access caused by third party service providers which may lead to an interruption of the VPS Services, such disturbances can lead, for example, to the temporary stoppage of the Expert Advisor (EA) and related consequences on the open positions.

4.6. At all times, If the Company suspects any wrongdoing, deception, fraud or other forms of deceitful or fraudulent or abusive activity in a Client's trading or if the Client otherwise acted with a lack of good faith towards the Company, then the Company reserves the right, at its sole discretion to:

a) temporarily or permanently, block, suspend or terminate the Services or any portion thereof and close the Account, and/or

b) remove and/or deduct any profits gained by such users as a result of such manipulation or abuse, including by closing any open positions the applicable account(s) and/ or

c) cancel all orders and/or transactions executed and nullify all profits generated and /or

d) terminate the Client's access to the services provided by the Company and/or terminate the contract between the Company and the Client for the provision of Services.

5. Amendments

5.1 The Company reserves the right, in its sole discretion as it deems fit, to amend, modify or terminate the VPS Services Terms & Conditions at any time by giving you notice by email or by placing a notice on the Company's website in due time. The Company will endeavour to provide you with an advance notice of such amendments unless it is otherwise impractical for the Company to do so. Additionally, the Client will have the option either to continue participating in the VPS Services or cancel it without any cost and without to be considered that the trading conditions are not fulfilled.