

# Virtual Private Server (VPS) with Admiral Markets PTY LTD

## TERMS AND CONDITIONS

Effective as of 1st December 2020

### 1. General

1.1 **Virtual Private Server (hereinafter also “Product”)** is an external (third party) service powered by ForexVPS.net (owned by Think Huge Ltd.), which **Admiral Markets** (in its global legal entities such as Admiral Markets UK Ltd, Admiral Markets AS, Admiral Markets Cyprus and Admiral Markets Pty) offers to clients according to terms and conditions outlined herein.

1.2 ThinkHuge Ltd. doing business as ForexVPS.net has its [Terms and Conditions](#), and [Privacy Policy](#) which must be read, understood and accepted by every Product user before the use of the Product.

1.3 The Product may be used on both virtual money practice accounts (“Demo accounts”) and real money accounts (“Live accounts”) of all Admiral Markets clients who opted in for this Product offer.

1.4 Product offer is available to Eligible clients of Admiral Markets **free of charge** if the client maintains **minimum Live account equity of 5,000 Euros (five thousand Euros)** or equivalent in another Live account base currency. The fulfilment of the aforesaid minimum Live account equity requirement is subject to discretionary manual review that takes place:

1.4.1 During 2 (two) business days after the required Live account equity level was achieved and reported to Admiral Markets through the special Product Landing Page request on the website of Admiral Markets via the [link](#) Admiral Markets will notify the client via email after the access is granted;

1.4.2 At the end of each calendar month when Admiral Markets decides whether or not the Product access of an Eligible client will be renewed for the next calendar month.

1.5 **Admiral Markets does not engage in reselling of paid VPS services; therefore, Product access is available to the client only as long as Admiral Markets renews it.**

1.6 A **Virtual Private Server** is a virtual machine that runs its own copy of an operating system (OS), providing the customers with a dedicated (private) access to the remote computer using virtualization technology.

1.7 **Prior to usage of the Product, every user is encouraged to familiarize themselves with the Product user manuals supplied by ThinkHuge Ltd. doing business as ForexVPS.net on the website [forexvps.net](http://forexvps.net). Additionally, every user of the Product is encouraged to test features and functions of the Product on a free demo account before using the Product with real money accounts.**

1.8 Admiral Markets cannot be kept liable for consequences of an unexpected operation of the Product that could arise due to acts or omissions of ThinkHuge Ltd. doing business as ForexVPS.net, or Admiral Markets clients’ insufficient knowledge of the operational rules and principles of the Product or incorrect use thereof.

### 2. Provision Of The Access

2.1 To get access to the Product, an eligible client must take the following steps:

2.1.1 Register through the Admiral Markets website and open a Live account

2.1.2 Ensure that Live account has equity of 5,000 Euros or more (or equivalent amount in another Live account base currency)

2.1.3 Send a request through a special Product Landing Page via the [link](#) or send an email to [vps@admiralmarkets.com](mailto:vps@admiralmarkets.com) with a Live account number and a request to provide an access to the Product.

### 3. Renewal Of The Access

3.1 Access to the Product shall be renewed automatically if the client maintains **minimum Live account equity of 5,000 Euros (five thousand Euros)** or equivalent in another Live account base

currency at the time of review according to paragraph 1.4.2.

**3.2 In all other cases service provisioning will be suspended on the last day of the ongoing calendar month, all the data of the client and configurations of the virtual private server will be deleted permanently.**

3.3 Should Admiral Markets decide not to renew access to the Product, Admiral Markets will attempt to notify the client via email 72 hours before the access is suspended, however, the timely delivery of such notification to the client is not guaranteed. **The client remains solely responsible for any outcomes the discontinuation of the Product access may cause.**

3.4 Every client whose Product access was not renewed is free to continue using services of Admiral Markets on general service terms.

#### **4. Revocation Of The License**

4.1 Admiral Markets assume **“Fair Use”**: Should a client use this Product offer in an unusual manner or use the offer **against the economic and legal interests of Admiral Markets**, Admiral Markets has the right to terminate the access to the Product immediately at its reasonable discretion with or without any prior notice to the client.

4.2 Admiral Markets has a right to suspend the access to the Product even for Live accounts with equity of more than 5,000 Euros (five thousand Euros) or equivalent in another Live account base currency, should conspicuous deposit and withdrawal patterns become apparent, which suggest that the terms of this offer have been abused.

**4.3 Admiral Markets reserves the right, at its discretion, to change, adjust, suspend, cancel, or terminate, or end the Product provisioning at any time with or without notice to the client. Under no circumstances will the company be liable for any direct or indirect consequences arising from any change, adjustment, suspension, cancellation or termination of the Product.**

**4.4 Nothing will exclude or limit the sole responsibility of the client for any illegal or fraudulent activity may take place during the usage of the Product.**

#### **5. Final Provisions**

5.1 Upon receipt of the Product, the client acknowledges that they have **read, understood and agreed** on these terms of use of Virtual Private Server Product as well as all relevant end-user terms and Product user manuals as well as the client agreement and all other general terms and conditions of Admiral Markets and agree to them.

5.2 Admiral Markets makes no claims regarding the flawless operation of the Product and does not take any responsibility for technical issues with the Product that may arise from acts or omissions of ThinkHuge Ltd. doing business as ForexVPS.net

5.3 By using the Product and acceptance of the associated terms of use, the client undertakes to release the company and its officers, employees, representatives and/or agents from any liability for any claims, costs, losses or damage of any kind arising from or arise in connection with the Product.

5.4 In the event of any dispute or misinterpretation of the applicable terms set out above, such dispute or misinterpretation will be resolved as Admiral Markets deems appropriate. The decision of Admiral Markets is final and binding.

5.5 The client can cancel the Product access at any time by sending an email with his/her trading account number to [vps@admiralmarkets.com](mailto:vps@admiralmarkets.com).

Feel free to [contact us](#) in case of any question or feedback.