

TERMS AND CONDITIONS – 3 MONTH COMPLIMENTARY FOREX VIRTUAL PRIVATE SERVER (ForexVPS)

1. INTRODUCTION

The following Terms and Conditions (the “**Terms and Conditions**”) outline the Promotional Campaign (the “**Campaign**”) and govern the Forex Virtual Private Server (the “**ForexVPS**”) hosting service provided hereunder. The Campaign is for a 3-month complimentary ForexVPS.

In accordance with the Terms and Conditions, Raw Trading Ltd (“**we**”, “**us**”, the “**Company**”, “**our**”, “**us**” and “**ourselves**”), with Securities Dealer’s License number SD 018, grants customers (“**you**”, “**your**”) the access to the ForexVPS hosting service.

By participating in this Campaign, you agree to be bound by the Terms and Conditions herein contained, in addition to our Client Services Agreement, Privacy Policy, Website Terms of Use and all other Terms and Conditions applicable to account holders.

2. CAMPAIGN PERIOD

The Campaign runs for a limited period, that is the sign-up time between 22 January 2024 00:00:00 ICT (Indochina Time) to 22 April 2024 23:59:59 ICT (Indochina Time), allowing eligible new clients and eligible existing clients to participate and receive the complimentary 3-month Forex VPS. If you are eligible and decide to participate in the Campaign, it will be offered to you starting from the date that your account is approved, for example, if your account is verified and opened on 1st March 2024, you will receive the 3-month complimentary ForexVPS until 31st May 2024.

3. ELIGIBLE CLIENTS

This Campaign is only open to individuals in Thailand, over the age of 18 who have not held any previous account or existing accounts with the Company or with its affiliates. This Campaign extends to eligible existing **inactive** clients who have not accessed their Secured Client Area (SCA) or conducted any trades in the past 18 months, who wish to activate their existing accounts.

4. CONDITIONS FOR ELIGIBLE CLIENTS

- 4.1 This offer extends to new clients or those meeting the inactive status, granted they have successfully opened and verified a LIVE account, along with making their First Time Deposit (FTD). Clients need to make a minimum deposit of US\$200.
- 4.2 The complimentary ForexVPS subscription remains active for the initial three months post-verification. However, failing to meet the minimum monthly trading requirement of 15 lots (for Basic solution) after the trial period will lead to subscription revocation.

4.3 If you would like to keep using ForexVPS after the complimentary 3 months period, you can either choose to pay for the ForexVPS subscription or increase your lot trading size to meet the minimum eligibility.

4.4 ForexVPS subscription is exclusively for trading in Forex and Metal Commodities.

4.5 Offer cannot be used in conjunction with other campaigns, promotions and offers.

5. PROVISION OF SERVICES

The service is exclusively available to customers who register new live trade accounts with us, as well as eligible existing **inactive** clients who want to be more active and wish to use the ForexVPS hosting service for their trading activities within the trade account provided by us. The Company reserves the absolute and sole discretion to refuse the provision of the ForexVPS hosting service to any customers. Our decision regarding a person's eligibility for the ForexVPS service in accordance with the Terms and Conditions should be final.

You may have access to the ForexVPS hosting service free of charge, but the offer is conditional and subject to the Company's approval. The eligibility criteria for the free monthly subscription are detailed in **Clause 3 and 4** herein.

6. THE SERVICE

6.1 The Terms and Conditions constitutes a two-party agreement between you and the Company in relation to the ForexVPS hosting service that you choose to subscribe to;

6.2 The complimentary ForexVPS solution being offered here is the BASIC solution only. The specifications for ForexVPS Basic solution can be found on the [ForexVPS website](#).

6.3 Subject to the Terms and Conditions, the Company hereby grants you a non-exclusive, non-transferable, limited license to use the ForexVPS hosting service solely for the online trading service we provide, and not for further dissemination, redistribution or any other illegal activities;

6.4 The ForexVPS hosting service that you subscribe to is provided and controlled by external third parties. The Company has no ownership, control, or operational authority over such third-party providers. The Company takes all necessary steps to eliminate or prevent any conflicts of interest arising out of the application of the ForexVPS hosting service;

6.5 The ForexVPS is a virtual machine that provides virtualized server resources on a physical server. With the ForexVPS hosting, you get dedicated server space with a reserved number of resources, offering greater control and customization to cater for your trading strategies;

7. FEE AND BILLING

7.1 The Company may, at its sole discretion, waive the monthly subscription fee under the following conditions:

- 1) Acceptance of the Terms and Conditions;

- 2) You have met the minimum monthly trading volume requirements for BASIC solution ForexVPS of 15 standard lots.

Qualifying trading volume lots are trades conducted on forex pairs and precious metals products per calendar month;

- 7.2 If you do not meet the minimum monthly trading volume requirement set out in Clause 7.1, your subscription to the free ForexVPS hosting service will be cancelled without further notice; and you will need to directly sign up with ForexVPS and fulfil payment to maintain access.
- 7.3 There are no contract periods, but for each successive period, your subscription is automatically renewed unless cancelled. A cancellation can be done at any time during a valid billing period.
- 7.4 Unless otherwise stated in writing, the billing term for the ForexVPS hosting subscription is month-to-month, starting from the service order date and shall automatically renew each month thereafter.
- 7.5 If you wish to cancel your subscription with ForexVPS, you must contact the ForexVPS support team within the first 14 days of your initial order being placed. ForexVPS support team can be contacted here: <https://www.forexvps.net/contact>.

8. PROHIBITED USES OF THE SERVICE

- 8.1 The ForexVPS service provided in accordance with the Terms and Conditions can only be used in a manner that, in the Company's sole judgement, is consistent with the intended purposes of such services and products. By way of examples, uses of the ForexVPS service described below are expressly prohibited:
 - a) introduction of malicious programs into the Company's network or server (e.g., viruses and worms);
 - b) Sending unsolicited commercial email messages, including advertising material to individuals who did not specifically request those materials;
 - c) harassment, whether through language, frequency or size of messages;
 - d) violating the rights of any person, including rights protected by copyright, other intellectual property or similar laws or regulations;
 - e) to undermine or cause harm to any server, software, system of the Company; and
 - f) is in violation of any applicable laws or regulations;
- 8.2 You shall not disassemble, decompile or reverse engineer of the services, or create any derivative works from the service;
- 8.3 You shall not use the ForexVPS service for any unlawful purpose and shall comply with all reasonable requests by the Company to protect the respective rights of the Company;
- 8.4 You shall not use the ForexVPS services in an unusual manner or use the offer against the economic and legal interest of the Company. The Company reserves the right to terminate the access to the ForexVPS services immediately at its sole discretion with or without any prior notice;

- 8.5 Nothing will exclude or limit your sole responsibility for any illegal or fraudulent activity may take place during the usage of the ForexVPS services.

9. INDEMNITY AND LIABILITY

- 9.1 The ForexVPS hosting service is provided and controlled by third parties. Therefore, the Company does not provide any warranties for the services provided by the third parties and shall not be held liable for any error or malfunction of the ForexVPS hosting service provided herein, leading to, including but not limited to network communication failure, system errors, data failure and any resulting investment loss;
- 9.2 It's essential for you to acknowledge that using ForexVPS services involves significant risks and constraints, including, but not limited to, hardware malfunction, software failure, and Internet connection problems. We strongly advise you to fully consider and assess the potential risks and limitations before using the ForexVPS service;
- 9.3 You agree to indemnify and hold the Company and its employees, agents or service providers harmless from any lawsuit, claim, charge, or expense, including reasonable attorney fees and costs of defence, for any matter, arising from or relating to the ForexVPS service provided in accordance with this Terms and Conditions;
- 9.4 You acknowledge and agree that the Company will not be liable for any temporary delay, outages or interruptions of the service. Furthermore, the, Company shall not be liable for any delay or failure to perform its obligations under this Terms and Conditions when such delays or failures result from factors beyond our control, including but not limited to mechanical, electronic or connectivity issues;
- 9.5 The use of the service is at your own risk. Neither the Company nor its employees, agents, or service providers make any warranties that the ForexVPS hosting service provided under these Terms and Conditions will be uninterrupted or error-free. They also do not provide any warranty regarding the results or reliability of any information, services, or merchandise contained or provided through the service, unless otherwise expressly stated in this Terms and Conditions. This includes the potential loss of data, incorrect delivery, and any service interruptions caused by the company, its employees, or other factors.

10. ACCOUNT TERMINATION

- 10.1 Any attempt to undermine or cause harm to the ForexVPS hosting servers or disrupt service availability is strictly prohibited. Violation of the Terms and Conditions will lead to account termination, and the Company reserves the right to remove any account without prior notice;
- 10.2 The Company reserves the right to terminate and cancel the subscription to the ForexVPS services if the minimum monthly trading volume requirement has not been met as set out in Clause 7;
- 10.3 The Company shall not be held liable at any time for any investment loss resulting directly or indirectly from the account termination due to the violation of the Terms and Conditions as set out in Clause 10.1 and/or due to not

meeting the minimum monthly trading volume requirement for two consecutive months as set out in Clause 10.2.

11. INVESTMENT RISKS

Trading margin FX and CFDs carries a high level of risk and may not be suitable for all investors. Leverage can work against you. Before deciding to invest with us, you should carefully consider your investment objectives, financial situation and needs. It's possible that you could sustain a loss of all your deposits. You should be aware of all the risks associated. The advice provided by us is of general nature only. We strongly recommend you seek advice from an independent financial advisor.

12. GENERAL

12.1 The Company reserves the right to revise or change these Terms of Service at any time and all changes will be effective upon publication;

12.2 The Terms and Conditions entered with you for the ForexVPS service provided herein are in all respects governed by the laws in force in Seychelles and the parties submit to the non-exclusive jurisdiction of the courts of Seychelles;

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