



VPS Service

Terms and Conditions

1. Introduction

These Virtual Private Server (“VPS”) Service Terms and Conditions explain how **Titan FX** (“we,” “us,” or “our”) offers to our clients the VPS Service free of charge. For the purpose of this Policy, Titan FX includes the following entities:

a. **Titan FX Limited**, registered and regulated by the Financial Services Commission of the Republic of Vanuatu under registration number 40313 and registered office at 1st Floor Govant Building, 1276 Kumul Highway, Port Vila, Republic of Vanuatu;

b. **Titan Markets**, registered and regulated by the Financial Services Commission of Mauritius with license number GB20026097 and having its registered office at c/o Credential International Management Ltd, The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201 Ebene, Republic of Mauritius;

c. **Goliath Trading Limited**, registered and regulated by the Financial Services Authority of Seychelles under license number SD138 and registered office at IMAD Complex, Office 12, 3rd Floor, Ile Du Port, Mahe, Seychelles; and

d. **Atlantic Markets Limited**, registered and regulated by the Financial Services Commission of the British Virgin Islands, under license number SIBA/L/23/1124 and registered office at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands.

The VPS Service is available to both existing and new clients of Titan FX (holders of standard and blade accounts) who subscribe to the VPS Service and meet the eligibility criteria as outlined in these Terms and Conditions. By subscribing to the VPS Service, the clients hereby acknowledge, confirm and agree to be legally bound by these terms and conditions and Titan FX’s Terms and Conditions.

2. Description of the VPS Service

- 2.1. A VPS is a dedicated piece of a server in a high-specification data centre, located in close proximity to Titan FX’s trading servers, thereby reducing network latency to a minimum.
- 2.2. The VPS runs on high-end servers, has multiple networks feeding it, and has no single point of hardware failure, so it will be a lot more reliable and secure for trading than the client’s average home system.
- 2.3. The specification of the VPS is currently set at:
 - 1 vCPU
 - 2560MB RAM
 - 30GB disk space

- Windows Server 2022
 - New York Server
- 2.4. The specifications outlined above are subject to changes at the sole discretion of Titan FX. Titan FX reserves the right to modify, amend or alter these specifications at any time without prior notice. Any such changes will be made available through these Terms and Conditions and shall be binding upon the client

3. How to subscribe to VPS Service

- 3.1. The client may subscribe to the VPS Service through the Client Cabinet (“CC”). Upon subscription, the client is required to select an account to serve as the VPS Payment Account (“**Payment Account**”). The client has the right to update or change the Payment Account at any time in the CC.

4. Fee for the VPS Service

- 4.1. The subscription fees are prepaid and determined as follows:
- 4.1.1. a **Sign-Up Fee**, payable upon the initiation of a new subscription;
 - 4.1.2. a **Monthly Fee**, payable on the first day of each calendar month.
- 4.2. If the requirements set forth under clause 5.1 are satisfied by the client, the subscription fee will be waived and the client will receive the VPS Service free of charge.
- 4.3. In the event that the requirements set forth under clause 5.1 are not satisfied by the client, the subscription fee will be deducted from the client’s Payment Account as follows:
- 4.3.1. A pro rata applies to the Sign-Up Fee based on the day of the calendar month;
 - 4.3.2. $\text{Sign Up Fee} = \text{Monthly Fee} \times (\text{number of days until the end of the current month including current day} / \text{total number of days of current month})$;
 - 4.3.3. Monthly Fee is USD 28/JPY 3,000/EUR 22/SGD 35.

5. Requirements for Free VPS

- 5.1. The client may be eligible for the VPS Service at no charge, provided that **all of the following requirements** are met:
- 5.1.1. The sum of the client’s account balance must be equal to or greater than the minimum required balance;
 - i. If the client’s accounts (only standard or blade accounts) are held in two or more currencies, the account with the highest balance shall be used as the reference currency. The balances of all other accounts will be converted to this reference currency and added together.

- 5.1.2. The client must complete a total of five round-turn (R/T) lots during the Usage Period;
 - i. **Round**-turn consists of both an opening and a closing trades;
 - ii. **Lot**: a standard lot is the equivalent of 100,000 units of the base currency in a forex trade;
 - iii. The total number of round-turn lots is calculated by adding together the lots from both the opening and closing trades. The client must ensure that the total number of lots is equal to or greater than five;
- 5.1.3. The client must maintain a minimum balance of USD 1,000/JPY 150,000/EUR 1,000/SGD 1,500. If the client's accounts (only standard or/and blade accounts) are held in two or more currencies, the account with the highest balance shall be used as the reference currency;
- 5.1.4. Trades must be opened and closed within the specified Usage Period. More specifically for:
 - i. Sign-Up Fee - starts at 00:00:01 UTC on the 30th day prior to the client's sign-up date and ends at the time the client presses the Sign-Up button;
 - ii. Monthly Fee - starts at 00:00:01 UTC on the 1st day of the previous calendar month, and ends at 23:59:59 UTC on the last day of the previous calendar month.
- 5.2. Note on Micro Accounts:
 - 5.2.1. Trades conducted on Micro accounts are not included in the calculation of required trading volume (round-turn lots) for free VPS eligibility.
 - 5.2.2. However, Micro accounts may still be selected as the VPS Payment Account, and subscription fees will be deducted from such accounts if eligibility requirements are not met (please refer to 3.3.1.).

6. Cancellation of VPS Service

- 6.1. The VPS Service can be cancelled by the client at any time. Upon cancellation of the VPS Service, the client will retain access to and may continue using the VPS Service until the end of the current calendar month. No refund will be issued to the client for the Monthly Fee for the remainder of the calendar month. For instance, if the client cancels the VPS Service on the 15th of October, the client can continue to use and access the VPS Service until the 30th of October.
- 6.2. The client can re-subscribe to the VPS Service at any time and the same terms and conditions outlined above will apply.
- 6.3. If the client has insufficient funds in the Payment Account, the client either will not be able to subscribe to the VPS Service or the existing subscription to the VPS Service will be cancelled immediately upon notification. Insufficient funds are calculated as noted below:
 - 6.3.1. If there are no open positions in the Payment Account: Equity;

- 6.3.2. If there are open positions in the Payment Account: Free Margin - Margin*0.5.

7. General Terms and Conditions

- 7.1. Titan FX reserves the right to unilaterally amend, modify or/and cancel the Terms and Conditions of the VPS Service, from time to time, at its sole and absolute discretion and without the client's prior consent or notice. Any such changes will be made available through these Terms and Conditions and shall be binding upon the client. The client is advised to check these Terms and Conditions regularly for updates.
- 7.2. Titan FX reserves the right to terminate the client's VPS Service by providing the client with one (1) week written notice by email to the client if there are insufficient funds in the client's Payment Account to cover the Monthly Fee.
- 7.3. Titan FX may terminate this Agreement with immediate effect, by providing the client with written notice at least seven (7) days in advance. Titan FX has no obligation to provide any reasons for such termination.
- 7.4. Titan FX reserves the right at its sole discretion, to cancel the VPS Service without the client's prior consent and with immediate effect if:
- It becomes unlawful for Titan FX and/or the client to perform or comply with any one or more of their obligations under these Terms and Conditions;
 - Titan FX suspects or has reasons to believe that a client is involved in any form of fraudulent activities;
 - Titan FX suspects or has reasons to believe that the client has abused and/or in any way manipulated any of these Terms and Conditions and/or has not acted in good faith;
 - Titan FX suspects or has reasons to believe that the client has been involved in any form of prohibited trading inconsistent with [Titan FX's Terms and Conditions](#);
 - The client involves Titan FX directly or indirectly in any type of fraud, given that Titan FX has used its best judgement and efforts to determine the existence of fraud;
 - The client has been accused of any regulatory, governmental and/or legal investigation or illegal interference in its commercial affairs, or any past sanctions imposed on the client.
- 7.5. The client acknowledges and confirms that Titan FX shall not be held liable for any failure of the VPS Service including but not limited to power failures, technical failures, any communication/date failures, systems failures or any other failure of a technical nature.
- 7.6. The client acknowledged that VPS hosting is controlled by a third party and that Titan FX shall not be liable for any failures in relation to the VPS hosting.
- 7.7. The client acknowledges that Forex and CFDs are leveraged products that involve a high level of risk. When trading such products, it is possible for clients to lose all of their invested capital. These products may not be suitable

for all investors and clients should ensure that they understand the risks involved. Clients should seek independent advice if necessary.

- 7.8. Any dispute arising out of these Terms and Conditions shall be dealt with by Titan FX in accordance with Titan FX's Complaint Handling Policy, which is available through Titan FX's website.

If you have privacy questions that are not answered by these Terms and Conditions, please write to us at legal@titanfx.com.

Call direct:

+678 27 502

Email us:

support@titanfx.com

Website:

www.titanfx.com