

TERMS AND CONDITIONS – CAPITAL'S VIRTUAL PRIVATE SERVER

1. INTRODUCTION

The terms and conditions (the “**Terms and Conditions**”) set out below govern the CAPITAL'S Virtual Private Server (the “**CAPITAL'S VPS**”) hosting service provided hereunder. 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 CAPITAL'S VPS hosting service.

2. PROVISION OF SERVICES

The service is exclusively available to customers who have a live trade account with us and wish to use the CAPITAL'S VPS 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 CAPITAL'S VPS hosting service. Our decision regarding a person’s eligibility for the CAPITAL'S VPS service in accordance with the Terms and Conditions should be final.

You may have access to the CAPITAL'S VPS 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 4** hereunder.

3. THE SERVICE

3.1 The Terms and Conditions constitutes a two-party agreement between you and the Company in relation to the CAPITAL'S VPS hosting service that you choose to subscribe to.

3.2 CAPITAL'S VPS offers three VPS solutions to suit your trading needs:

- 1) Standard;
- 2) Professional; and
- 3) Premium

The specifications for each VPS solution are provided on the Company’s website.

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

3.4 The CAPITAL'S VPS 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 CAPITAL'S VPS hosting service;

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

3.6 As the CAPITAL'S VPS hosting service is provided and controlled by third parties, CAPITAL'S Markets as such does not make any warranties regarding the service provided by the third party and shall not be liable for any error or malfunctions of the CAPITAL'S VPS hosting service leading to, including not limited to, network communication failure, system errors, data failure and any investment loss arising out of using the service.

4. FEE AND BILLING

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

- 1) Acceptance of the Terms and Conditions;
- 2) You have met the minimum monthly trading volume requirements, associated with the three VPS solutions
 - a. Standard – 15 standard lots
 - b. Professional – 30 standard lots; and
 - c. Premium – 75 standard lots

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

4.2 If you do not meet the minimum monthly trading volume requirement set out in Clause 4.1 for two consecutive months, your subscription to the CAPITAL'S VPS hosting service will be cancelled without further notice;

4.3 Unless otherwise stated in writing, the billing term for the CAPITAL'S VPS hosting subscription is month-to-month, starting from the service order date and shall automatically renew each month thereafter.

5. PROHIBITED USES OF THE SERVICE

5.1 The CAPITAL'S VPS 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 CAPITAL'S VPS 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;

5.2 You shall not disassemble, decompile or reverse engineer of the services, or create any derivative works from the service;

5.3 You shall not use the CAPITAL'S VPS service for any unlawful purpose and shall comply with all reasonable requests by the Company to protect the respective rights of the Company.

6. INDEMNITY AND LIABILITY

6.1 The CAPITAL'S VPS hosting service is provided and controlled by third parties. Therefore, the Company does not provide any warranties for the third-party service and shall not be held liable for any error or malfunction of the CAPITAL'S VPS hosting service provided herein, including but not limited to network communication failure, system errors, data failure and any resulting investment loss;

6.2 It's essential for you to acknowledge that using CAPITAL'S VPS 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 CAPITAL'S VPS service;

6.3 You agree to indemnify and hold the Company 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 CAPITAL'S VPS service provided in accordance with this Terms and Conditions;

6.4 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, electronCAPITAL'S or connectivity issues;

6.5 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 CAPITAL'S VPS 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.

7. ACCOUNT TERMINATION

7.1 Any attempt to undermine or cause harm to the CAPITAL'S VPS 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. The Company shall not be held liable for investment loss resulting from the account termination due to the violation of the Terms and Conditions.

7.2 The Company reserves the right to terminate and cancel the subscription to the CAPITAL'S VPS services if the minimum monthly trading volume requirement has not been met for two consecutive months as set out in Clause 4.

INVESTMENT RISKS

8.

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. We strongly recommend you seek advice from an independent financial advisor.

GENERAL

9.

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

9.2 The Terms and Conditions entered with you for the CAPITAL'S VPS 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.