

# Virtual Private Server (VPS) Service Program Terms and Conditions

Pepperstone Markets Kenya Limited

Company No: PVT-PJU7Q8K

CMA License No: 128

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**Risk Warning:** Margin trading products are complex instruments and come with a high risk of losing money rapidly due to leverage.. The vast majority of retail investor accounts lose money when trading on margin with this provider. You should consider whether you understand how margin trading works and whether you can afford to take the high risk of losing your money.

## 1. Introduction

VPS hosting allows traders to run automated algorithmic strategies, including expert advisors 24 hours a day 7 days a week on a virtual machine. The benefits of trading using VPS hosting include minimising the chance of system downtime due to technology and connectivity failures and reducing latency.

Participants to Pepperstone's VPS Service Program will be eligible to access the VPS Service for free.

### Some of the words in these Terms have special meanings:

**Client Agreement** means the applicable terms and conditions and associated documents that govern your account with us.

**Criteria** means the criteria set out in paragraph 3(b).

**Pepperstone Client** means a client who is classified as a Pepperstone Pro or as a Retail Client, as each term is defined in the Client Agreement.

**Program** means this VPS Service Program.

**Terms** means these Virtual Private Server (VPS) Service Program Terms and Conditions.

**VPS Service** means free monthly subscription to VPS hosting.

**VPS** means Virtual Private Server.

**"We" "us" or "our"** means **Pepperstone Markets Kenya Limited**, a company incorporated under the laws of Kenya, with company registration number PVT-PJU7Q8K, authorised and regulated by the Capital Markets Authority (Licence No.128) and having its registered office at 2nd Floor, Oval House, Ring Road Parklands, P.O. Box 2905-00606, Nairobi, Kenya.

## 2. Receiving a VPS Service

- a. As a participant to this Program, you're eligible to receive the VPS Service for free.
- b. The specifications of the VPS Service are set out below:

Specification			
Package	CPU	Memory	Disk SSD
Basic	1 CPU	3GB RAM	40 GB

The above specification is subject to change.

- c. To join the Program, you must first go to the Pepperstone VPS [webpage](#) and follow the instructions to request the VPS. We'll let you know within 5 days if you're eligible to join the Program.
- d. At any time, you can let us know that you'd like to be removed from the VPS Service. If you choose to end the VPS Service, you'll be able to re-apply again at any time. If you decide to be removed from the VPS Service please send an email to [support@pepperstone.com](mailto:support@pepperstone.com) confirming your name, email and account number.

### 3. Eligibility for the VPS Service

- a. The Program is only available if you're a Pepperstone Client.
- b. If you meet the following criteria each month, you'll receive the VPS Service for the next calendar month for free:
  - trading volume of USD 1,000,000 or more (or the equivalent in any currency/asset) over a 60-day period.
- c. If you fail to meet the Criteria, we'll suspend your access to the VPS Service.
- d. Participants will only be eligible to receive one VPS Service per client.
- e. We may update the criteria from time to time. It's your responsibility to be aware of the Criteria and other terms and conditions.

### 4. Using the VPS Service

- a. The VPS Service can only be used for trading with Pepperstone.
- b. The VPS Service must be used in accordance with the Client Agreement. It may not be used in any manner that constitutes an unacceptable use, including but not limited to use that may be unlawful, illegal, or inappropriate.
- c. You shouldn't consider anything in the Program or these Terms as a recommendation, offer to buy or sell, or the solicitation of an offer to buy or sell any financial product or instrument, or to participate in any particular trading strategy. You shouldn't use the VPS Service as the basis for your trading decisions.

### 5. General Terms

- a. We reserve the right to do the following things, at any time without prior notice and in our sole discretion:
  - i. change or cancel any aspect of the Program, including ending the VPS Service; and
  - ii. exclude anyone from the Program for any reason.
- b. If:
  - i. you breach any provision of these Terms or our Client Agreement; and/or

- ii. we've any reason to suspect you've acted fraudulently or obtained an unfair or unintended advantage under the Program,

we reserve the right to immediately, without notice, cancel or withhold the VPS Service and/or recover costs of the VPS Service from you.

- a. Any trades that we subsequently void, reverse or cancel in compliance with the Client Agreement will not count towards the Criteria. If we've already provided you with VPS Service for trades that we subsequently void, reverse or cancel, we may terminate your participation in the Program.
- c. You are responsible for the required internet access and hardware necessary to connect to and operate a VPS . Pepperstone isn't responsible or liable for any losses you may suffer as a result of using or accessing the VPS Service, including but not limited to power failures, technical failures, any communication or data failure, trading platform failures, system failures, and internet or network failures.
- d. From time to time, Pepperstone may be required to perform critical and non-critical updates to the VPS Service. This may result in the VPS Service being unavailable, and trading from the VPS may not be possible during that period. Pepperstone will endeavor to give you advanced notice of these updates and, where possible, perform these updates outside of core market hours. However, Pepperstone reserves the right to perform critical updates at any time and without notice.
- e. Your access to the VPS Service in one instance doesn't represent a commitment by us to offer the VPS Service to you in the future.
- f. This Program isn't open to residents of any jurisdiction where the VPS Service would be contrary to local laws and regulations.
- g. You understand and agree that you're entirely responsible and liable for all transactions entered into on your account using the VPS Service.
- h. We'll update any changes to these Terms on our website. By continuing to participate in the Program, you'll be deemed to have accepted the updated terms.
- i. These Terms (including any non- contractual disputes and claims) are governed by and construed in accordance with laws set out in the Client Agreement and you submit to the non-exclusive jurisdiction of the courts of that place.

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