

# VPS T&Cs



## Table of Contents

1. Acknowledgments	2
2. Description and specifications of MT5 VPS service	2
3. Cost of the MT5 VPS Service and requirements	3
4. Limitation of Liability	5
5. Disputes	5
6. Termination	5

## 1. Acknowledgments

1.1. TradeSmart Limited (hereinafter referred to as the “Company”, “TradeSmart”, “us”, “we”, “our”) is a registered financial services company, registered in Saint Lucia, Meridian Place, Choc Estate, Castries, with Registration No 2024-00075. The Company is operating under the name “TRADESMART”.

1.2. The clients acknowledge that they have read and fully agree to adhere to the MT5 VPS Service terms and conditions, in addition to the TradeSmart account opening terms and conditions when opening a real trading account.

1.3. TradeSmart reserves the right to alter or amend the terms and conditions, or any aspect of them, at any time and without prior notice. The current version of the terms and conditions will be the one posted on TradeSmart's website.

1.4. TradeSmart reserves the right to terminate the MT5 VPS service altogether at any time.

## 2. Description and specifications of MT5 VPS service

2.1. A Virtual Private Server (VPS) is a dedicated piece of a server in a high-specification data center, located near TradeSmart's MT5 Trading servers, in order to minimize network latency. Running on high-end servers and being supported by multiple networks, this VPS ensures superior reliability and security for Forex Trading compared to using the client's typical home system.

2.2. The specifications of the VPS are currently set at:

i) Basic

1GB Memory (RAM),

40GB hard disk drive,

OS: Microsoft Windows,

MT5 Client pre-installed.

**ii) Standard**

2GB Memory (RAM),

50GB hard disk drive,

OS: Microsoft Windows,

MT5 Client pre-installed.

**iii) Pro**

4GB Memory (RAM),

100GB hard disk drive,

OS: Microsoft Windows,

MT5 Client pre-installed.

The above specifications are subject to change.

### **3. Cost of the MT5 VPS Service and requirements**

3.1. The MT5 VPS service can be either offered for free or for a monthly prepaid fee.

3.2. A client can apply for an MT5 VPS service on any calendar day.

3.3. The associated fees with the paid VPS service are the following:

i) **Basic** - \$50 or EUR equivalent

ii) **Standard** - \$60 or EUR equivalent

iii) **Pro** - \$110 or EUR equivalent

3.4. The charge for the VPS service will be debited from the client's wallet or trading account either on monthly or upon commencement of the VPS service basis.

3.5. Clients can apply for free VPS service provided that they deposited the following amounts at the time of the application:

- i) **Basic** - \$2,000.00 or EUR equivalent
- ii) **Standard** - \$5,000.00 or EUR equivalent
- iii) **Pro** - \$25,000.00 or EUR equivalent

3.6. In order to maintain the free VPS service, the following trading criteria must be met:

- i) **Basic VPS package** - the client's trading account has a minimum trading volume of 8 standard round turn lots in the past calendar month, plus the initial minimum required deposit amount (as described in section 3.5)
- ii) **Standard VPS package** - the client's trading account has a minimum trading volume of 12 standard round turn lots in the past calendar month, plus the initial minimum required deposit amount (as described in section 3.5)
- iii) **Pro VPS package** - the client's trading account has a minimum trading volume of 20 standard round turn lots in the past calendar month, plus the initial minimum required deposit amount (as described in section 3.5)

3.7. If the conditions outlined for receiving free VPS service are not met, the Client will transition to a paid VPS service automatically. The Client hereby consents to the corresponding fee being deducted from their balance as specified in 3.3. The fee for the paid VPS service will be debited from the client's wallet. If there are insufficient funds in the wallet, the amount will be deducted from their trading account.

## 4. Limitation of Liability

4.1. The MT5 VPS service is offered by third-party providers and is not owned, controlled, or operated by TradeSmart. Therefore, TradeSmart does not provide any guarantees regarding the service offered by these third parties.

4.2. By agreeing to these terms, you acknowledge that TradeSmart cannot be held liable for any damages, including but not limited to direct, indirect, incidental, consequential, aggravated, or exemplary damages, whether foreseen or not at the time of entering into this Agreement, arising from or related to the use or availability of the MT5 VPS service, including:

- i) issues with accessing goods and services via the website;
- ii) the costs incurred in obtaining replacement goods and services resulting from purchases or transactions with TradeSmart;
- iii) unauthorized access, transmission, or loss of your data or personal information;
- iv) statements or actions of any individuals related to the provision of goods or services;
- or
- v) any other matters concerning the provision of goods and/or services by TradeSmart.

## 5. Disputes

5.1. Any dispute arising from or related to the Terms and Conditions of the VPS Service will be handled by the Company upon receipt of a written complaint on behalf of the Client.

5.2. The complaint should be directed to the VPS Customer Support Department of the Company through email at [vps@TradeSmart.com](mailto:vps@TradeSmart.com).

## 6. Termination

6.1. The MT5 VPS service can be terminated automatically on the date of renewal if the client's account does not have sufficient funds (as described in section 3.7).

6.2. The client can terminate the service at any time if he/she wishes to do so.

6.3. Once the MT5 VPS service is terminated, the VPS is deleted without any backup, so the client is solely responsible for taking any data backups prior to termination.

6.4. The company reserves the right, at its sole discretion, to terminate the VPS Service without prior notice, effective immediately under the following circumstances:

- i) Upon suspicion or reasonable belief that a Client is engaged in fraudulent activities, abuse, or manipulation of the terms and conditions, or has failed to act in good faith.
- ii) If there is suspicion or reason to believe that the Client has participated in prohibited trading activities as outlined in the Account Opening Agreement.
- iii) Should the Client directly or indirectly involve the Company in any fraudulent activities, with the Company exercising its discernment to ascertain the presence of fraud.
- iv) Using hosting services in any manner that is illegal or libelous.

For any questions about this Policy, please email us at [vps@TradeSmart.com](mailto:vps@TradeSmart.com).