



More Than a Broker

Terms & Conditions

www.fxtrading.com



Terms & Conditions

FAZCO CAPITAL LTD (hereinafter referred to as the “Company”) is an Investment Firm incorporated and registered under the laws of **St.Vincent and The Grenadines** , with registration number **22500 IBC 2015**. The Company is providing the investment services specified in these Terms & Conditions (hereinafter referred to as the “Agreement”).

This Agreement is relevant for the Client who wishes to open a trading account through the Company’s website.

The domain name **fxbtrading.com** (hereinafter referred to as the “Website” or “the Company.com”) is owned by the Company.

You must read and accept all terms and conditions of those contained in this Agreement without modifications, which include terms and conditions expressly set forth below and by reference to those incorporated, before you may become a Client of the Company. By continuing to access or use the Website, you agree to follow the terms and conditions of this Agreement as they may apply to you. By clicking ‘ACCEPT’ or ‘I AGREE’ or ‘CONTINUE’ as the case may be, and therefore registering and/or using the Company’s Services you confirm and acknowledge that you have read these terms of use, that you understand its content and that you agree to be bound by all of its terms and conditions.

This Agreement is effective upon acceptance and registration for Newly Registering Clients. If you do not agree to be bound by the terms and conditions of this Agreement, you are advised not to use or access our Services and inform us in writing immediately.

1. GENERAL

- 1.1. This Agreement is entered into by **FAZCO CAPITAL LIMITED**, with registration number **22500 IBC 2015, Suite 305 Griffith Corporate Centre, Beachmont, VC0100, St. Vincent and the Grenadines** (hereinafter referred to as “the Company”) and the Client (hereinafter referred to as “You” or “Client”), to whom the Services shall be offered subject to the following conditions;
- 1.2. This Agreement applies to both the Company’s Website as well as to the electronic content and/or software currently contained on the Website. The Company may provide general information to the Client concerning how to trade, products and/or processing of the requested information by the Client.
- 1.3. The relationship between the client and the Company shall be governed by this Agreement. The Agreement describes the terms and conditions with which the Company offers access to its Website to You, the Client, and the use of its Services (the “Agreement”).
- 1.4. This Agreement describes the terms, conditions and risks applicable to your use of our Services available from the Company’s Website. If You have any questions regarding this Agreement, please contact Client Support.

2. DEFINITIONS

Capitalized terms shall have the following meaning unless otherwise stated in the Agreement:

Access Codes shall mean any credentials provided by the Company for accessing the Company’s trading platform or credentials used by the Client to access the Company’s Client Account;

Agreement shall mean this Agreement between the Client and the Company, which also includes the following documents located on the Website:

- Privacy Policy,
- Risk Disclosure Statement, and
- Any other provisions that the Company may publish on our Website from time to time.

Business Day(s) or Trading Day(s) shall mean any time from Sunday 07:00 am GMT ending at Friday 21:00 GMT;

Client Account shall mean any and all accounts opened by the Client with the Company under the Agreement for the purpose of trading with the Company’s trading platform through the Website;

Parties shall mean the Company and You which are collectively the Parties to this Agreement.

3. ONLINE SERVICES AGREEMENT

- 3.1. This Agreement is made by and between the Company through its Website and You.
- 3.2. The Parties understand that the Company is will receive and transmit the Client's orders.
- 3.3. The Parties understand that the Company cannot and will not provide any investment advice or portfolio management services
- 3.4. Once this Agreement is entered into, the Company shall provide all and any necessary information to the Client for the assistance and information that might be reasonably required to enable the Company to perform the Services and to fulfil its obligations to Clients. Subject to the terms of this Agreement, the Company shall assist the Client for the purpose of facilitating the opening of a trading account for the purposes of trading in financial instruments.
- 3.5. The Company shall ensure that all instructions or information as received by the Client will be executed as soon as possible and subject to the Company's execution policy.
- 3.6. The Company shall proceed with the handling of any complaints and/or change of business activities as these have been received by the Clients within 5 (five) Business Days of receipt of the relevant complaint / request by the Client.

4. MEMBERSHIP ELIGIBILITY

- 4.1. The Services as this are offered by the Company are available only to and may be used by companies or individuals who are eligible to form legally binding contracts under the laws applicable to their country of residence. Without limiting the foregoing, the Company cannot provide any Services to persons under the age of 18 or otherwise under legal age ("Minors"). If you are a Minor, You may not use this service. If you do not qualify, do not use our Website.
- 4.2. The Client has the right to use a Power of Attorney to authorize a third person (hereinafter referred to as the "Representative") to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The Power of Attorney should be provided to the Company accompanied by all identification documents of the Representative. If there is no expiry date on the Power of Attorney, this shall be considered valid until the written termination by the Client.
- 4.3. For the avoidance of doubt, the Company shall not be responsible for any unauthorized use of our Services by Minors in any manner or way.
- 4.4. Furthermore, our Services are available only to and may only be used by individuals who have sufficient experience and knowledge in financial matters to be evaluating the ability of merits and risks of acquiring financial instruments via this Website and have done so without relying on any information contained in this Website. You shall bear sole responsibility for any decision made and / or made by you relying on the content of the Website.
- 4.5. The Company shall receive and/or keep Client's funds to designated Clients' accounts.

5. REGISTRATION INFORMATION AND REQUIREMENTS

- 5.1. When you register for the Services, the Company through its Website will ask you to provide identification information.
- 5.2. The Client will be provided with Access Codes and You are held responsible for securing your Access Codes for your account with the Website. You are held solely responsible for any act or omission or any damage caused that you may bear, due to any act or omission by you or any irregular or inappropriate use of your account.
- 5.3. You agree to provide true, accurate, current and complete information about yourself during the registration process and after, and you agree not to impersonate any person or entity, misrepresent affiliation with any another person, entity or association, use false headers or otherwise conceal your identity from the Company for any Purpose. If you are registering as a business entity, you hereby declare that You have the authority to bind to this Agreement that entity.
- 5.4. The Company treats with care the information you entrust to it, in accordance with the disclosure policy it provides during the registration process and the Privacy Policy.

6. LEGAL RESTRICTIONS

Without limiting the foregoing, You understand that laws regarding Financial Instruments vary throughout the World and it is your obligation alone to ensure that You comply fully with any law, regulation or directive, subject to your country of residency with attention to the use of the site. For avoidance of doubt, the ability to access our Website does not necessarily mean that our Services, and / or your activities through it, are legal under the Laws, Regulations or directives relating to your country of residency.

7. LIMITED LICENSE

- 7.1. Every Client will be provided a unique and confidential identification code, the Access Codes, to be used by the Client to access and operate their designated account via the internet. It is the personal responsibility of the client to ensure that this Access Code is safeguarded and under these terms and conditions the Client hereby agrees that they will not hold the Company liable for any unauthorized use of the account. The Company reserves its right to change, cancel or amend any part of the terms and conditions. These will come into effect from the date of the amendment and the time that they are inserted into the Website.
- 7.2. You agree not to resell or permit access of the Website to others, through your license and not to copy any materials appearing on the site for resale or for any other purpose to others without prior written consent of the Company.
- 7.3. For the avoidance of doubt, you shall be responsible and bound for any unauthorized use of the Website, made in breach of this section.
- 7.4. Further you AGREE not to use electronic communication any feature of a Service on the Website for any purpose that is unlawful, tortuous, abusive, intrusive on another individual's privacy, harassing, libelous, defamatory, embarrassing, obscene, hateful or threatening.
- 7.5. The Company has the right to terminate this Agreement, if the Company believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of this Agreement and all rules and guidelines for EACH service.
- 7.6. Upon such a violation, you agree to cease accessing the Company's website. You AGREE that the Company, at its sole discretion and with or without notice, may terminate your access to any or all Services.
- 7.7. The Company has the right to terminate this Agreement at any time and without notice in case it is suspected by the Company that You conceal your IP through a VPN and /or any other unlawful / illegal measure as You will be considered to be in breach of the terms and conditions of this Agreement. The Company reserves its right to close Your account at any time in such a case and without any notice.

8. RISK DISCLOSURE

You agree to use the Website at your own risk. Please refer to our Risk Disclosure statement available on the Company's Website at all times.

9. FINANCIAL INFORMATION

The Company may make available to you - through one or more of its Services a broad range of financial information that is internally generated or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Financial Information").

Financial Information provided on this Website is not intended as investment advice. The Company does not endorse or approve the Financial Information, and we make it available to you only as a service for your own convenience.

The Company and its Third-Party Providers do not guarantee the accuracy, timeliness, or proper sequencing completeness of the Financial Information, or warrant any results from your use or reliance on the Financial Information.

Financial Information may quickly become unreliable for various reasons including, for example, in market exchange requirements or economic circumstances. Neither the Company nor the Third-Party Providers are obligated to update any information or opinions contained in any Financial Information, and we may discontinue offering Financial Information at any time without notice.

It is your duty to verify the Reliability of the information on the Site and its suitability to your needs. We exclude liability for any claim, loss or damage of any kind allegedly caused by presented information on the Site or referred to by the Site.

10. LINKS

The Company may provide a link to other sites controlled or that are offered by third parties. Such link to a site or sites is not an endorsement, authorization, sponsorship or affiliation with respect to such site, its owners or its providers.

The Company requires You to ensure that You understand the risks involved in using such sites before retrieving, using, relying upon or purchasing anything via the Internet.

Links to Websites are provided solely for your convenience, and you AGREE that under no circumstances you shall hold the Company



linkable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

11. LIMITED LIABILITY

- 11.1. The Company will not be liable for any loss, liability or cost suffered or incurred by the Client as a result of providing Services as described in this Agreement unless the loss, liability or cost is caused by the Company's gross negligence, willful default or fraud committed while acting on the Client's instructions.
- 11.2. The Company will not be liable for any loss, liability or cost which the Client may suffer or incur as a result of the negligence, willful default or fraud of any third party (e.g. bank, electronic payment provider etc.), which we have taken reasonable care in appointing.
- 11.3. Neither the Company nor any third party who acts on the Company's behalf in providing a service to the Client, whether affiliated to the Company or not, nor the Company or its directors, officers, servants, agents or representatives, will be liable to the Client (except in the case of fraud as per paragraph 11.1 above) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Client may suffer or incur due to loss of use, loss of data or loss of profits, emanating from or related in any way to carrying out Transactions or to use of Services, or for delay in use of Services or incapability of carrying out Transactions or using Services or for unprovided Services or any information, software, product, Service and additional graphics obtained by the Services or emanating from any other manner of using of Services either by relying on agreement or by tort, either by absolute liability and/or any other cause; however the loss, liability or cost is caused and regardless of whether it was foreseeable or not.
- 11.4. We are not responsible for any problems or technical malfunction of telephone network or lines any, computer online systems, servers or providers, hardware, software, failure due to technical or traffic congestion problems on the Internet or on any of the site or services.


12. ANTI – MONEY LAUNDERING PROVISIONS:

- 12.1. No person shall abuse this site for the purpose of money laundering.
- 12.2. The Company is obliged to follow certain requirements as set out by the European Union, relevant laws and the Regulations the United Kingdom for the prevention and suppression of money laundering activities. It is thus required by Investment Firms to obtain certain verification documents from the Company's Clients. The Company keeps with the following policies and procedures designed to detect any risk of failure by the Company in order to comply with its obligations under the regulatory authority.
- 12.3. The Company may also request from the Client to inform the Company on how the money being invested have been obtained/accumulated. This process may require proof of certain documentation.
- 12.4. The Company may use the Client Information in order to carry out credit, anti-money laundering and fraud prevention checks; to exercise and/or defend the Company's legal rights; and to comply with Applicable Regulations and the requests of regulatory and enforcement authorities in any jurisdiction.
- 12.5. All requested information must be provided upon registration for all traders. The Company may keep all the relevant information that it has acquired for the Client account opening procedure.
- 12.6. The Company may, from time to time, at its sole discretion, require a Client to provide additional proof of identity depending, but not restricted on the Client's classification or other means of identity verification required as it deems under the circumstances and may at its sole discretion suspend the account until such proof has-been provided to its satisfaction.

13. INACTIVITY FEES:

- 13.1. The purpose of the inactivity fees is to avoid any acts of money laundering. If your account is inactive for a period of 90 days, there will be a rolling monthly fee of \$25. We will notify you via email prior to the first fee being deducted as well as every month a deduction is made. Such monthly fees shall be deducted until the equity of the account has reached zero and dormant account with a zero equity may be closed by us (however we shall not charge any amount exceeding your available equity). To avoid the deduction of the Inactivity Fee you must log into your Account (on mobile or desktop) and place at least a minimum lot size trade, FXB will then cease to deduct the Inactivity Fee unless your Account shall become Inactive again. FXB trading will not be obligated to refund any inactivity fees. Terms and Conditions, the term "Inactive Account" shall mean: If the trader has not been trading for a period of 90 days consecutively.

14. WITHDRAWAL PROCEDURE

- 14.1. All withdrawal orders must provide the proper set of documentation or any other type of Client authentication as may be required from time to time by Anti Money Laundering (AML) regulations, Credit Card companies and by the Company as a prerequisite, prior to the execution of a withdrawal order.
- 14.2. Withdrawal of credit card deposits will depend on the credit card companies' policies and regulations. All credit card withdrawals must be returned to the same credit card when the withdrawal is performed. In case you request to withdraw an amount higher than deposited, being your profit, then we will refund your credit card with the equal amount deposited and we will remit the profit amount into your personal bank account via bank wire transfer.
- 14.3. Any withdrawal of funds, from your trading account to a bank account, can only be refunded to the same bank account that the funds were originally received from. Withdrawals back to a bank account may take up to 10 Business Days, due to additional security procedures and documentation requested from the Client. Also, when withdrawing money back to a bank account through a wire transfer, you may be requested to provide additional documentation as per the bank's AML Policies. 

- 14.4. All withdrawals from Company take up to 3 business days from the time of the provision of all required documentation as per our KYC and AML Policies. Company requests that you provide requested documentation in accordance of the Anti-Money Laundering regulations, within 24 hours of creating your account.
- 14.5. The Customer's withdrawals will be made only in the currency of customer's trading account. According to the relevant laws regulating the financial markets, all those registered with Company will have to provide the following documents:
- A proof of identity: a scanned coloured copy of your passport, national Identity card or driving license. Your personal details including serial number, picture, signature, issue and expiry dates must be clearly visible.
 - Proof of address (not older than 6 months), which can be a stamped bank statement, utility bill (electricity, gas, water, landline telephone), credit card statement, official residency certificate or rental agreement.
 - Proof of payment means to provide copy of payment (credit card, front and back) hiding in the front the middle eight digits, e.g. (1234-xxxx-xxxx- 4321) and from the back the CVV as well as to ensure that the card is signed, or swift confirmation from the bank (in case of bank wire transfer).
- 14.6. You must provide true, complete and accurate information and provide the documents after registration. In case of any changes, these must be communicated to the Company immediately. The provision of false information will be considered an offense and will result in the immediate cessation of any activity and your account closure. Without documents, no withdrawal of funds can be made. Any request for withdrawal may only be effective on the account belonging to the depository. All the provided data by the client is secured and no information related with the client's card is stored.
- 14.7. In order for a withdrawal request to be processed, your trading account must not have any open positions. From the moment you place a withdrawal request, until the moment the request is processed and fund sent back to your personal account, you must not open any positions, as this could result in a declined withdrawal request.

15. INTELLECTUAL PROPERTY

- 15.1. All content, trademarks, service marks, trade names, logos and icons are the property of the Company or its affiliates or agents and are protected by Copyright Laws and International Treaties and provisions.
- 15.2. You agree not to delete copyright notices or any other indications of protected intellectual property rights from materials that You print or download from the Website. You will not obtain any intellectual property rights in, or any right or license to use the site or materials such, as set out other than in this Agreement.
- 15.3. Images displayed on the Website are the property of the Company and You agree not to upload, post, distribute or reproduce any information, software or material protected by copyright other or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of the Company and its affiliates or agents.
- 15.4. You acknowledge that all intellectual property rights in this site (including but not limited to all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same anywhere in the world belong to the Company and its affiliates and you shall have no rights in or to the site other than the right to use it in accordance with the terms of this license.

16. INDEMNIFICATION

- 16.1. You acknowledge that you are solely responsible and personally liable for any and all actions and orders to be executed in your account, including the settlement of any Transaction, whether performed by you in person, or through a Power of Attorney, any member of your family, any other third party who have gained access to your account, or by your agent or attorney or the Company's employees carrying out your orders, as Representative, as per paragraph 4.2 above. You further agree that neither the Company nor its employees or anyone on its behalf shall be liable in any way whatsoever to the outcomes or consequences of such actions and/or orders. You are responsible for ensuring that you and you alone shall control access to your account, and that no minors are granted access to trading on the System. In any case, you remain fully liable for any and all positions traded on your account, and for any credit card transactions entered into the site for your account. You shall also indemnify the Company in respect to all costs and losses of any kind, whatsoever as may be incurred by the Company as a result, direct or indirect, of your failure to perform or settle such a transaction.
- 16.2. You Agree to indemnify and hold harmless the Company and its officers, directors, Employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, loss, and expenses, including without limitation reasonable attorney's fees and costs for any Transactions in any way connected with your access to or use of the Website or Services,

16.3. Your violation of the any of the terms of this Agreement, or

16.4. Any breach of the applicable Laws or Regulations that apply to You.



17. TERM AND TERMINATION

- 17.1. The term of this Agreement shall be unlimited; however either party (the Company or the Client) may terminate this Agreement by giving written notice to the other party.
- 17.2. The trading facilities provided by the System, may be halted or suspended at any time without a prior notice due to circumstances beyond the Company's control. In such an event, the Company or an authorized party on its behalf may close any open positions you may have (by performing a reverse Transaction) without prior written notice being sent to you, at fair market value reflecting, as closely as possible, the applicable prices of the relevant Contracts. You hereby agree to waive any claims against the Company in these situations.
- 17.3. Company reserves the right to delete a customer account if it remains unfunded for a period of sixty consecutive days.

18. MISCELLANEOUS

- 18.1. These terms and conditions of use are governed by and will be construed in accordance with the laws of the United Kingdom. By clicking "I accept", you agree to submit to the jurisdiction of the courts of the United Kingdom in respect of any matters or disputes relating to our website. This website can be accessed worldwide.
- 18.2. The Company is located in the **BERKELEY SQUARE HOUSE, BERKELEY SQUARE, LONDON, GREATER LONDON, W1J 6BD, United Kingdom**. By clicking "I accept" below and entering our website, you confirm that you agree to be bound by the following terms and conditions of use of our website and you understand that the Financial Services are to be provided by the Company. The Company shall not be liable to the Client for a failure to perform any obligation or discharge any duty owed under this Agreement if the failure results from any cause beyond our control (Force Majeure). Force Majeure shall include the following but is not limited to any cause beyond the Company's control:
- Acts of God, war, fire, flood, explosions, strikes or other industrial disputes. Any breakdown, or interruption of power supply, or failure of transmission or communication or computed facilities or other strikes or similar industrial action or hacker attacks or other illegal actions on the Company's trading server;
 - The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates to, or the imposition of limits or special or unusual terms on trading in any such market or on any such event.
- 18.3. The Company reserves its right to amend the terms and conditions of this Agreement from time to time by posting the amended terms on the Website. You are responsible for checking whether the amended Agreement has been made. Any amendment shall come into force of the day as it was published on the Website. If you do not agree to be bound by the terms and conditions of this Agreement, you are advised not to use or access our Services, and inform us in writing immediately.
- 18.4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the United Kingdom.

19. OUTSIDE EXECUTION SYSTEM

Non authorized Automatic or semi-automatic trading mechanism integrated by the client on the browser or client side, that does not involve human execution, will be considered back door API or system abuse that may result to an account suspension and/or position cancellation.

20. VPS SERVICE TERMS AND CONDITIONS

- 20.1. **Introduction:** The client acknowledges that he/she has read and fully agrees to adhere to the VPS Service terms and conditions, in addition to the FXB Trading (FXB) terms and conditions when opening a real trading account. FXB Trading 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 FXB's website. FXB reserves the right to terminate the VPS service altogether at any time.
- 20.2. **Description of VPS service:** A Virtual Private Server (VPS) is a dedicated piece of a server in a high specification data centre, located in close proximity to FXB's Trading servers, thereby reducing network latency to a minimum. The VPS runs on high end servers, has multiple networks feeding it, has no single point of hardware failure, so it will be a lot more reliable and secure for Forex and or Binary Trading than the client's average home system.
- 20.3. **VPS Specification:** The specification of the VPS is currently set at:
- XEON 1245v3 with 4vcores (or similar)

- 8GB RAM
- 250GB SSD
- Windows server 2012 R2
- 160Gbit uplink
- 120Gbit downlink
- The above specification is subject to change

20.4. Cost of the VPS Service: At the absolute discretion of FXB, the VPS service can be either offered for free or for a monthly prepaid fee of 35 USD or equivalent. A client can apply for a VPS service on any calendar day. The VPS service is a subscription service that will automatically renew on the first calendar day of each month. The VPS service is limited to 1 VPS per client. When a client wishes to subscribe to the VPS service, depending on whether he/she qualifies to receive the service for free the following will apply:

- The client will get the VPS service for free, if both the following criteria are met:
 - ▯▯ The client's trading account has an amount (Equity-Credit) of at least 2,500 USD or equivalent.
 - ▯▯ The client's trading account has a minimum trading volume of 5 round turn lots or 500 round turn micro-lots in the past 30 days.
- If the client does not qualify for receiving the service for free, and assuming the client has sufficient funds in their trading account, an amount equal to the following formula will be deducted from the account of the client:
 - ▯▯ $(28 \text{ USD or equivalent}) * (\text{number of days remaining until the end of the current month including current day}) / (\text{total number of days of the current month})$
- On the first calendar day of each month, the VPS service will be automatically renewed, and the following conditions will be examined:
 - ▯▯ If the client's trading account has an amount (Equity-Credit) of at least 2,500 USD or equivalent, and there was a minimum trading volume of 5 round turn lots or 500 round turn micro-lots in the past 30 days, then the service will be offered for free.
- If the client's trading account (used to subscribe to the VPS service) does not satisfy above conditions, but has an available amount to cover for the service fee (including a small margin in the case the client has open positions), then the said fee of 35 USD or equivalent, will be deducted from the account.
- If the client's trading account does not have an available amount then the VPS service will be terminated and the VPS instance associated with the account will be deleted.
 - ▯▯ Available amount = (Equity-Credit) if there are no open positions OR
 - ▯▯ Available amount = (Free Margin - Credit - Margin*0.5) if the client has open positions

20.5. Liability for Downloaded Material: Any material downloaded or otherwise obtained through this Site is done solely at your own discretion and risk and you accept that you will be solely responsible for any and/or all damage to your computer system, hardware, software, or loss of data that results from any such material.

20.6. Limitation of Liability: The VPS service is provided by third parties. These third parties are not owned, controlled or operated by FXB. As such, FXB does not make any warranties regarding the service provided by these third parties. You hereby agree that FXB shall not be liable to you for damages, including but not limited to statutory and contingent liabilities, direct, indirect, incidental, consequential aggravated, or exemplary whether contemplated or not at the time of you entering into this Agreement, resulting whatsoever or howsoever caused which arise out of or in connection with the use or availability of the VPS service and/or:

- Access or inability to access goods, and or services via the Site;
- The cost of obtaining replacement goods and or services resulting from any goods, data, information, software, hardware, or services purchased or obtained from us or transactions entered into with us, or services provided by us; (iii) the unauthorized access of , transmission of, or loss of your data, personal Information or any information at all; (iv) statements or conduct of anyone in connection with the provision of goods or services; or (v) any other matter related to the provision of goods and/or services by us.

20.7. Termination: The VPS service can be terminated automatically at the beginning of each month if the client's account does not have sufficient funds (as described in section [4]). The client can terminate the service at any time if he/she wishes to do so. Once the 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.

20.8. Acceptable Use Policy: The following activities and material are not permitted on VPS services:

- Sending unsolicited commercial email.
- Running Internet Relay Chat (IRC) servers.
- Pornography and other sexually explicit material.
- Promoting prostitution or similar services.
- Using hosting services in any manner that is illegal or libellous.

- Storing or distributing material (including software) that infringes the owner's copyright, trademark or patent.
- Advertisement of web links leading to material that infringes the owner's copyright, trademark or patent.
- Acting as a directory service to external services that aid in infringing an owner's copyright, trademark or patent.
- Use of unlicensed software that infringes the software author's rights.
- Hosting sites promoted by means of unsolicited email or newsgroup spamming.
- Promoting services or software that assist in the distribution of unsolicited commercial email.
- Unauthorised probing, scanning or testing the vulnerability of other systems.
- Unauthorised monitoring of data or traffic on any system.
- Use of unauthorised IP addresses.
- Interference with internet services, including attacks by mass mailing and flooding.
- Transmission of any material that threatens or encourages harm or destruction of property or people.
- Transmission of any material that harasses another person.
- Posting of defamatory, scandalous, or private information about a person without their consent.
- Making fraudulent offers to sell or buy products, items or services.
- Activities amounting to forgery or impersonation.
- Anonymous proxy services.
- Any activity which gives rise to disruption of the VPS service provider's network or business activities, or has potential to bring FXB's and VPS service provider's reputation into disrepute.

FXB TRADING is the property and a trading name of **FAZCO CAPITAL LTD.**

