1. ***INTRODUCTION***

1.1. The Wealthway VPS Service is offered to all Live Account Clients of Wealthway INC Ltd incorporated under the Laws of United Kingdom authorised as an International Business Company (hereinafter referred to as the “Company”) under the following Terms and Conditions.

1.2. The VPS is provided by a major Forex VPS Provider Company and as the name cannot be disclosed under contract, the Company is not liable to provide details of aforementioned provider.

1.3. The VPS service is available to Clients who satisfy the criteria for this VPS service as set out in clauses 3.1 and 3.2 of the VPS Service Terms and Conditions.

1.4. The Client hereby acknowledges, confirms and accepts to be legally bound by the Terms and Conditions set out in this VPS Service and/or any other legally binding agreement between him and the Company.

1. ***COMMENCEMENT DATE***

2.1. The VPS Service will run indefinitely from 19 February 2019.

1. ***TERMS AND CONDITIONS***

3.1. The VPS Service is offered on a paid or complimentary basis, subject to the Client meeting specific deposit and trading requirements specified further in clauses 3.7 and 3.9 under ‘Terms and Conditions’.

3.2. In order for a Client to be eligible to subscribe to the VPS Service they must have opened an account with the Company as per the Account Opening agreement and must have completed the age of 18 or the legal age applied in their country of residence or otherwise not be considered a “minor” in their country of residence.

3.3. The following VPS packages are offered to Clients

*(a)Connect VPS package*

* Free on min. Deposit $ 5000 and 20 standard lot monthly
* 1vCPU Xeon E5
* 1.5 GB RAM
* 25GB Pure SSD Storage
* 1000GB Data Transfer Monthly
* 1Gbps Bandwidth Connection
* Latest Stable Windows Server 2012
* Wealthway MT5 Terminal Ready

*(b) Professional VPS package*

* Free on min. Deposit $ 8000 and 40 standard lot monthly
* 2vCPU Xeon E5
* 5GB RAM
* 40GB Pure SSD Storage
* 2000GB Data Transfer Monthly
* 1Gbps Bandwidth Connection
* Latest Stable Windows Server 2012
* Wealthway MT5 Terminal Read

*(C) Speed VPS package*

* Free on min. Deposit $ 15000 and 80 standard lot monthly
* 4vCPU Xeon E5
* 6.0 GB RAM
* 60GB Pure SSD Storage
* 5000GB Data Transfer Monthly
* 1Gbps Bandwidth Connection
* Latest Stable Windows Server 2012
* Wealthway MT5 Terminal Ready

3.4. The following fees are applicable for the paid VPS service:

(a) Connect VPS package – 30 USD monthly/360 USD yearly fees.

(b) Professional VPS package – 50 USD monthly/600 USD yearly fees.

(c) Speed VPS package – 80 USD monthly/960 USD yearly fees.

**NOTE**: In case of a different base currency, the fee equivalent will be deducted using the applicable ECB exchange rate of the day

3.5. The fee for the paid VPS service is deducted from the client’s account every month, after the monthly invoice has been issued.

3.6. In order for the Client to apply for free VPS service, at the time of registration the net deposit amount to the Client’s trading account during the past thirty (30) days must meet the following requirements:

(a) Connect VPS Package: 5,000 USD (4,000 EUR, 1,800,000 NGN) excluding bonuses.

(b) Professional VPS Package: 8,000 USD (6,500 EUR, 2,900,000 NGN) excluding bonuses.

(c) Speed VPS Package: 15,000 USD (13,000 EUR, 5,400,000 NGN) excluding bonuses.

3.7. Access to free VPS service package can be requested via the login area.

3.8. Provided that the Client’s request is eligible for the service, based on the requirements outlined in clauses 3.4 and 3.6, the VPS access details shall be provided within 2 (two) business days from the request date submitted by the Client.

3.9. In order for the Client to maintain access to free VPS service, the Client must meet the following trading requirements:

(a) Connect VPS Package: 20 standard lots must have been completed within the past calendar month.

(b) Professional VPS Package: 40 standard lots must have been completed within the past calendar month.

(c) Speed VPS Package: 80 standard lots must have been completed within the past calendar month.

3.10. In case the requirements outlined in clause 3.9 are not met but the Client wishes to continue using the VPS package provided, he may opt to switch to paid VPS service. The Client then agrees that the relevant fee will be deducted from his trading account balance as outlined in ‘Terms and Conditions’, Clauses 3.4 and 3.5.

3.11. Technical support regarding the Client’s VPS package is provided upon raising a ticket with the Company.

***4. AMENDMENT AND TERMINATION***

4.1. The Company reserves the right to unilaterally modify the VPS Service or any of the terms and conditions of the VPS Service, from time to time, at the sole discretion of the Company and without Client’s prior consent.

4.2. The Company reserves the right to terminate the Client’s VPS package by giving 1 (one) week written (email) notice to the Client, in case the trading requirements outlined in ‘Terms and Conditions’ Clause 3.9 are not met.

4.3. The Company reserves the right to terminate the Client’s paid VPS package by giving 1 (one) week written (email) notice to the Client, in case that no funds are available on the Client’s trading account balance to cover the fee of the monthly invoice.

4.4. The Company may terminate this Agreement with immediate effect, by giving a written notice to the Client, 7 (seven) days in advance. The Company has no obligation to provide any reasons for such a decision.

4.5. The Company reserves the right at its absolute discretion, to cancel the VPS Service without the Client’s prior consent and with immediate effect if:

(a) It becomes unlawful for the Company and/or the Client to perform or comply with any one or more of their obligations under ‘Terms and Conditions’;

(b) The Company suspects or has reasons to believe that a Client is involved in any form of fraudulent activities;

(c) The Company suspects or has reasons to believe that the Client has abused and/or in any way manipulated the terms and conditions of ‘Terms and Conditions’ and/or has not acted in good faith;

(d) The Company suspects or has reasons to believe that the Client has been involved in any form of prohibited trading as described in the Account Opening Agreement;

(e) The Client involves the Company directly or indirectly in any type of fraud, given that the Company has used its best judgment to determine the existence of fraud;

(f) The Client has been accused for any regulatory and/or legal investigation or illegal interference into its commercial affairs, or any past sanctions imposed on the Client.

***5. DISPUTE***

5.1. Any dispute arising with or in connection with any Terms and Conditions of the VPS Service shall be dealt by the Company as per Complaint Handling Policy, which is available through the Company’s website.

5.2. All complaints must be in writing and addressed to the Customer Support Department of the Company via email at support@wealthwayinc.com. More details on the procedure which the Client must follow, the deadlines for receiving a response from the Company as well as contact details for the Company’s regulatory authority can be found on the Company’s website under the Section ‘Legal Documentation’.

***6. ACKNOWLEDGEMENTS***

6.1. The Client acknowledges that the Company has the right to contact the Client on the telephone number used during the registration process for verification.

6.2. The Client acknowledges and confirms that the Company shall not be held liable for any failure of the VPS service including but not limited to: power failures, technical failures, any communication/date failure, systems failure or any other failure of technical nature.

6.3. The client acknowledges that VPS hosting is controlled by a third party and the Company shall not be liable for any failures in relation to the VPS hosting.

6.4. The Client acknowledges that Forex and CFDs are leveraged products which 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 they understand the risks involved. Clients should seek independent advice if necessary.