

## Introduction

1. These ForexVPS Terms and Conditions ("**Terms**") form the basis of the offer to access the Forex virtual private server ("**ForexVPS**") provided by Think Huge Ltd. ("**Think Huge**"), which remotely hosts a version of the MT4 Platform ("**Offer**").
2. Accessing the ForexVPS constitutes your acceptance of the Offer and these Terms. CMC Markets Canada Inc. ("**CMC Markets**", "**us**", "**we**", or "**our**") is the provider of this Offer.
3. Capitalized terms used but not defined herein have the meaning given to them in our MT4 Terms of Business ("**MT4 TOBs**").

## Conditions of Eligibility

4. The Offer is only available to customers who have satisfied the Eligibility Criteria (the "**Eligible Customer**", "**you**" or "**your**") set out below.
5. To be considered an Eligible Customer, the Eligibility Criteria to satisfy are as follows:
  - a. the customer must have a live and active MT4 Account with CMC Markets;
  - b. the customer must benefit from "Alpha" status, which is granted by CMC Markets in accordance with our Alpha Terms and Conditions; and
  - c. the customer must be a Canadian resident,  
(collectively referred to as the "**Eligibility Criteria**").
6. The Offer is not open to employees of CMC Markets or of any other entity within its group, or to their friends or family members, or anyone else connected to CMC Markets or any other entity within its group.
7. CMC Markets shall have absolute and sole discretion to refuse to provide the Offer to any Eligible Customer without cause.
8. CMC Markets' decision in relation to whether a person is an Eligible Customer and whether an Eligible Customer has met the requirements in accordance with these Terms will be final.
9. Unless CMC Markets has informed you otherwise in writing, an Eligible Customer may only claim this Offer once, irrespective of how many MT4 accounts the Eligible Customer has.

## The Offer

10. Unless CMC Markets has informed you otherwise in writing, the Offer entitles the Eligible Customer to a free monthly subscription to the ForexVPS which includes 2 cores, 2.5GB RAM, and 80GB disk space.
11. If an Eligible Customer no longer meets the Eligibility Criteria, the subscription to the ForexVPS hosted by Think Huge will be cancelled. In that event, CMC Markets may notify the customer of the cancellation.

12. The Offer will remain available until such time as determined by CMC Markets, in its sole and absolute discretion.

#### General

13. CMC Markets reserves the right to amend or withdraw this Offer and/or any of these Terms at any time, in its sole and absolute discretion, and without prior notice, simply by updating these Terms on the [Website](#).
14. The Offer cannot be combined with any other promotional offer, rebate, or incentive provided by CMC Markets unless expressly permitted by CMC Markets in writing.
15. The Offer is subject to, and contingent upon, an Eligible Client's compliance with the MT4 TOBs. In addition to any other rights and remedies CMC Markets may have, any breach or suspected breach of the MT4 TOBs or of these Terms will entitle CMC Markets to stop providing the Offer to the Eligible Customer immediately and without prior written notice.
16. By taking part in this Offer and opting into the ForexVPS service, the Eligible Customer hereby acknowledges and consents to the sharing and retention of personal information with Think Huge solely for the purposes of facilitating and maintaining the ForexVPS service, in accordance with applicable data protection laws. CMC Markets disclaims any liability for the data handling practices of Think Huge beyond the scope of this service. For more information on the processing and protection of your personal information, please refer to the CMC Markets [Privacy Policy](#).
17. Think Huge is a third-party provider and is not affiliated, connected, or associated with CMC Markets or any of our group companies. Your relationship with Think Huge is governed by separate contractual terms, to which CMC Markets is not a party. CMC Markets is not responsible for products or services which are provided by third parties, including the ForexVPS provided by Think Huge.
18. The ForexVPS is provided to you on an 'as is' and 'if available' basis, without warranty or guarantee of any kind, whether express or implied. CMC Markets does not guarantee or warrant the accuracy or functioning of the ForexVPS, nor endorse its suitability for you and we do not guarantee or warrant that the ForexVPS will be uninterrupted or error-free.
19. The Eligible Customer assumes full responsibility and liability for any and all risks and/or losses, whether direct or indirect, incurred as a result (i) of their use of or access to the ForexVPS, and/or (ii) of the ForexVPS failing, becoming faulty or being interrupted in any respect.
20. In no event will CMC Markets be held liable for any claims or losses, whether direct or indirect, including for any special, incidental, punitive or consequential damages, that arises out of the Eligible Customer's use of or inability to use the ForexVPS. The limitation of liability provisions of the MT4 TOBs applicable to your Account shall apply, as if set out here in full.
21. An Eligible Customer is fully responsible for any investment decisions made and any profits or losses that may result. CMC Markets and its affiliates do not accept any

liability for any investment losses arising from any use of or inability to use the ForexVPS.

22. All persons taking part in the Offer, to the maximum extent permitted by law, release from, and indemnify CMC Markets against, all liability, claims, costs, losses, damages or expenses, whether direct or indirect, that arise in contract, tort or otherwise, from the Offer.
23. A failure by CMC Markets to enforce any of these Terms in any instance(s) will not give rise to any claim by any person or prevent CMC Markets from taking enforcement action later.
24. Any personal data collected will be handled in accordance with the CMC Markets [Privacy Policy](#).
25. Except where the Eligible Customer is a resident of the Province of Québec:
  - a. these Terms and any contractual or non-contractual obligations arising thereof are governed by, and interpreted in accordance with, the laws of the Province of Ontario and any applicable federal laws;
  - b. each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom; and
  - c. all judicial or administrative actions or proceedings arising directly or indirectly hereunder, whether brought by you or CMC Markets, shall be held within the judicial region of Toronto, Ontario.
26. If the Eligible Customer is a resident of the Province of Québec:
  - a. these terms and any contractual or non-contractual obligations arising thereof are governed by, and interpreted in accordance with, the laws of the Province of Quebec and any applicable federal laws;
  - b. each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Quebec and all courts competent to hear appeals therefrom; and
  - c. all judicial or administrative actions or proceedings arising directly or indirectly hereunder, whether brought by you or CMC Markets, shall be held within the judicial district of Montreal, Province of Quebec.

### **Risk Warning**

27. Contracts for Difference ("CFDs") are leveraged products and carry a high level of risk to your capital as prices may move rapidly against you. Losses can exceed your deposits, and you may be required to make further payments. Invest only what you can afford to lose. These Products may not be suitable for all clients, and therefore, you should ensure that you understand the related risks and seek independent advice, as appropriate.

These Terms are dated 28 March 2025.