

HFM Investments Ltd

HFM VPS SERVICE

TERMS AND CONDITIONS

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The HFM VPS Service is offered to all Live Account Clients of HFM Investments Ltd (hereinafter referred to as the “Company”) under the following Terms and Conditions.

1. Introduction

- 1.1. The VPS Service is offered by the Company to its clients through Beeks Financial Cloud Group PLC, a company incorporated under the laws of the United Kingdom with Registration Number SC521839 and having a registered address at Suite 1 St James Business, Park Linwood Road PA3 3AT, due to the collaboration between the Company and Beeks Financial Cloud Group PLC.
- 1.2. The VPS service is available to all of the Company’s Clients who satisfied the criteria for this VPS service as set out in clauses 3.1 and 3.2 of the VPS Service Terms and Conditions
- 1.3. 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.

2. Commencement date

- 2.1. The VPS Service runs indefinitely from the time these Terms and Conditions are made available to the Company’s Clients.

3. 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 3.6 and 3.9 of these Terms and Conditions.
- 3.2. In order for a Client to be eligible to subscribe to the VPS Service he 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 his country of residence or otherwise not be considered as a “minor” in his country of residence.
- 3.3. The following VPS packages are offered to Clients:

Bronze VPS:

2560 MB RAM/ 1 vCPU

30 GB Disk Space

Silver VPS:

4096 MB RAM/ 2 vCPU

50 GB Disk Space

Gold VPS:

6656 MB RAM/ 4 vCPU

75 GB Disk Space

3.4. The following fees apply for the paid VPS service:

Bronze VPS package – 25 USD monthly/300 USD yearly fee.

Silver VPS package – 50 USD monthly/600 USD yearly fee.

Gold VPS package – 80 USD monthly/960 USD yearly fee.

NOTE: In case of a different myWallet 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 myWallet account monthly, after the monthly invoice has been issued.

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

Bronze VPS Package: 400 USD (58,000 KES) excluding bonuses.

Silver VPS Package: 8,000 USD (880,000 KES) excluding bonuses.

Gold VPS Package: 15,000 USD (1,650,000 KES) excluding bonuses.

3.7. Access to the Free VPS service package can be requested via the Client Area.

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

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

Bronze VPS Package: 2 standard lots must have been completed within the past calendar month.

Silver VPS Package: 8 standard lots must have been completed within the past calendar month.

Gold VPS Package: 15 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 myWallet balance as outlined in these 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 Beeks Financial Cloud support department.

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 the Client's prior consent.

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

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

4.4. The Company may terminate this Agreement with immediate effect, by giving 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 these 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 these 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 of the Terms and Conditions of the VPS Service shall be dealt by the Company as per the Company's 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 vps.ke@hfm.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 purposes.

- 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 that they understand the risks involved. Clients should seek independent advice if necessary.

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