

Alive FX PTY LTD Terms & Conditions

VPS Terms & Conditions

1. VPS supply & Usage

A Virtual Private Server (VPS) is a virtual machine sold as a service by an Internet hosting service. A VPS runs its own copy of an operating system (OS), and clients may have basic user level rights to that operating system instance. Internet, email, installing of programs, copy & paste functionality has been removed from the VPS to protect the supplier's intellectual property & rights.

2. What we provide.

2.1. Supply VPS

2.2. Login details to VPS

2.3. Support via video training on how the bot works, how to set it up for successful trading.

2.4. Basic Telephone support during normal business hours 8am - 5pm Monday to Friday.

2.5. All queries need to be submitted via email.

2.6. 24-hour support turn-around.

2.7. 99% server uptime.

2.8. Best efforts service.

3. Client Responsibility

3.1. Supply Forex trading account number.

3.2. Never supply any person your trading account password under any circumstances.

3.3. Keep account detail private & safe.

4. Breach of contract.

4.1. The client has 24 hours to rectify any overdue debit order for VPS hosting.

4.2. If client fails to pay their monthly subscription on time as per their subscription date, the client will be charged a \$15 reactivation fee.

5. Cancellation of VPS & Services

5.1. You can cancel your VPS at any time.

5.2. Your Debit Order is only cancelled by you through the PayPal gateway.

5.3. An e-mailed cancellation notification is only a notification alerting us of cancellation.

5.4. If you have not cancelled your debit order through the PayPal gateway, then your Debit Order is still active.

5.5. No backups are kept after server cancellation has been activated.

5.6. No refund is possible for VPS server as you acknowledge VPN login credentials & delivery of VPN services.

5.7. You have the option of cancelling your account immediately or at the end of the billing period. If you choose to cancel the account immediately then your account will be terminated from our servers on receipt of the cancellation.

5.8. Cancellation of a subscription does not cancel any outstanding invoices. All outstanding invoices are still due & owing.

5.9. No refund will be granted upon cancellation of the VPS server, unless your cancellation was activated within the 7 days grace period after account creation.

5.10. There is no pro rata fee refund due to early VPS cancellation.

5.11. There is no refund for VPS services after cancellation.

5.12. If you forget to cancel your debit order and your debit order is triggered and you are billed, there will be no refund as the payment to the VPS company is automatic and

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Solarvh

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connected to your PayPal Debit order.

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Solarvh

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6. Unlimited Traffic} Storage Policy

6.1. Our unlimited plans do not have set limits on bandwidth and disk storage. Instead, we have a fair use policy, which goes as follows.

6.2. Bandwidth and disk storage are unlimited as long as:

6.3. They used as an integral part of your website,

7. You are not intentionally abusing the service by using excessive bandwidth or disk storage,

8. You are not violating our terms and conditions, and

9. You are not impeding our capability to provide other service to other clients. SPAM Policy.

9.1. Alive FX PTY LTD takes a zero-tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that clients of Alive FX PTY LTD may not use or permit others to use our network to transact in UCE. Clients of Alive FX PTY LTD may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

9.2. If your actions have caused Rule 2 PTY LTD, mail servers or our IP address ranges to be placed on blacklists and other mail filtering software systems used by companies on.

10. Shell, SSH, Telnet Scripts and Shell, SSH, Telnet Alternatives (cgitelnet.pl)

10.1. The Anonymizer

10.2. Ultimate BBS (all versions)

11. YABB + YABB se (all versions)

12. Any script that uses/ processes a massive number of flat files or large flat file databases.

13. Crypto currency mining software, crypto currency wallets and crypto currency related websites.

14. Resource Usage

14.1. Our hosting accounts operate on shared resources. Excessive use or abuse of these shared network resources by one client may have a negative impact on all other clients. Misuse of network resources in a manner, which impairs server/network performance, is prohibited by this policy, and may result in suspension of your account without notice. You are prohibited from excessive consumption of resources, including processing time, memory, and session time.

14.2. You may not use resource-intensive programs, which negatively impact other clients or the performance Forex Bat's systems or Hosting. Alive FX PTY LTD reserves the right to terminate or limit such activities.

15. System and Network Security

15.1. Users are prohibited from violating or attempting to violate the security of the Alive FX PTY LTD Network. Violations of system or network security may result in civil or criminal liability. Alive FX PTY LTD will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

15.2. Accessing data not intended for such User or logging into a server or account, which such User is not authorised to access. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper

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authorisation.

15.3. Attempting to interfere with service to any user, host, or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing". Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Taking any action to obtain services to which such user is not entitled.

16. Backup

16.1. Full backups are made nightly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for the server

17. Delivery Of VPS.

17.1. Once you've signed this document you agree to the below.

17.2 You agree to the above terms and conditions.

17.3 You have received delivery of the VPN login information.

17.4 There is no fault with the VPN.

Client Details: (Fill In The Table Below With Your Info)	Supplier Details
Company Name Ignore if you don't have a company	
Company Name:	Alive FX PTY LTD
First & Last Name:	Alan Solarsh
Phone Number:	+27 (64) 554-8432
ID:	7010105025086
Address:	Future Space
	Nicole Main Office Park
	2 Bruton Rd, Bryanston, Johannesburg, South Africa 2196
Email:	legal@forexrobots.co.za
Signature	

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General Terms & Conditions

Make sure you fully understand the risks involved & are 100% comfortable losing your investment whether you over-leverage or not. Even if you do not over-leverage there is a chance you can lose all your money. Rule Two PTY LTD Takes no responsibility of loss of funds due to user, failure of software or VPS services. Use at your own risk.

No content published on our website constitutes a recommendation that any offering or investment strategy is suitable for any specific person. None of the authors, bloggers, information providers or their affiliates is advising personally concerning the nature, potential, value or suitability of any offering or investment strategy or other matter. To the extent any of the content published on the Site may be deemed to be investment advice or recommendations in connection with a particular security, such information is impersonal and not tailored to the investment needs of any specific person. You understand that any investment is subject to several risks and that discussions of any security published on the Site will not contain a list or description of relevant risk factors.

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Investments in financial products are subject to market risk. Some financial products, such as currency exchange and/or stocks, are highly speculative and any investment should only be done with risk capital. Past performance figures as well as any projection or forecast used are not necessarily indicative of future or likely performance of any investment products.

Before investing in the market, you should carefully consider your investment objectives, your level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all your initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with stock and seek advice from an independent financial adviser if you have any doubts.

In addition, you are advised that past performance is no guarantee of future price appreciation or profits.

The Alive FX PTY LTD Forex Software is a piece of technology that uses algorithms & works on historical figures and buying patterns. The forex software takes trades in the opposite direction of the trend and if your account is depleted of cash & you lose your account equity, none of the authors, bloggers, information providers or their affiliates can or will be held liable or responsible.

We provide you free training on how to read a forex chart as well as access to the setup & training videos of the forex software. It is the sole responsibility of the client to acquaint themselves on how our system works & the risks involved in trading forex.

Invest responsibly and at your own risk.

We provide you 24/7 access to a VPS (VPS is a virtual server). The forex software is pre-installed on the VPS and coded to 1 forex account only.

A Virtual Private Server (VPS) is a virtual machine sold as a service by an Internet hosting service. A VPS runs its own copy of an operating system (OS), and clients may have basic user level rights to that operating system instance. Internet, email, installing of programs, copy & paste functionality has been removed from the VPS so as to protect the supplier 's intellectual property & rights.

Your forex software will only be installed once you've signed these TC docs and sent us your FBS MT4 cent account number.

Alive FX PTY LTD provides various Discord channels for your continuous education. When entering the groups, please read the pinned post and familiarise yourself with the content provided.

It is your responsibility as an investor to login to your VPS and or MT4 on your mobile phone or tablet & check your exposure and make sure the EA is trading and your account is in a good state.

It is recommended you begin trading with a risk setting of 0.01 until you understand how the EA trades. When you're comfortable with the understanding of the inputs and risk associated with the EA, then you can increase your profits until you find your own risk to reward ratio.

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Before changing pairs or increasing leverage, make sure you understand and accept the risk associated with those changes. Always ask for support of your understanding on the discord groups for clarification.

Profit after costs depends on capital, risk and market fluctuations.

Once you have emailed us your forex account number we can code your EA to that account number.

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Company Name Ignore if you don't have a company	
Company Name:	Alive FX PTY LTD
First & Last Name:	Alan Solarsh
Phone Number:	+27 (64) 554-8432
ID:	7010105025086
Address:	Future Space
	Nicole Main Office Park
	2 Bruton Rd, Bryanston, Johannesburg, South Africa 2196
Email:	legal@forexrobots.co.za
Signature	

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Alive FX PTY LTD Terms & Conditions

CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

This confidentiality & non circumvention agreement ("Agreement") is entered into on this the

By and between

Client Details: (Fill In The Table Below With Your Info)	Supplier Details
Company Name Ignore if you don't have a company	
Company Name:	Alive FX PTY LTD
First & Last Name:	Alan Solarsh
Phone Number:	+27 (64) 554-8432
ID:	7010105025086
Address:	Future Space
	Nicole Main Office Park
	2 Bruton Rd, Bryanston, Johannesburg, South Africa 2196
Email:	legal@forexrobots.co.za
Signature	

If you're signing in the name of a company, then fill in the info below.

A company incorporated according to the laws of South Africa and Namibia, duly represented herein by (full name) in his capacity as (company designation), who warrants his authority hereto.

Supplier (hereinafter referred to as "Alive FX PTY LTD" or "the Second Party") of the second part. (individually a "Party", collectively "Parties").

WHEREAS:

1. The Parties are in the process of negotiating and/ or entering negotiations regarding the possible investment into one or more trading transactions, businesses and / or asset projects facilitated by the First Party and / or its associates and owned and / or availed by the Second Party as trade and / or investment, on a deal-by-deal basis ("Project(s)").

To enable the First Party to facilitate said transactions the First Party will be privy to confidential and business-specific information of the Second Party and / or information held by the Second Party.

2. In order to evaluate the Project and facilitate aforementioned transactions, the Parties must disclose certain confidential or private and proprietary information (hereinafter the "Propriety Information"), including but not limited to details of all and any necessary and relevant transactions, business relationships, associations, contracts, contacts, names, addresses, telephone and / or telefax numbers, company structures, reports, license documents, financial statements, management statements, and / or sources of funding.

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2. Each of the Parties desire to protect the confidentiality of the Proprietary Information to be provided to the other, to ensure that they are not circumvented and to enjoy and share in any and all financial benefit to be gained from the use of such Proprietary Information to the extent set forth below.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that, for and in consideration of the mutual promises covenants and agreements herein set forth, and intending to be legally bound, the Parties on their own behalf and on behalf of their associates, employees, agents, assignees and successors hereby agree and covenant as follows:

3. DISCLOSURE OF PROPRIETARY INFORMATION

In connection with the evaluation of the Projects, each Party is willing, in accordance with the terms and conditions of this Agreement, to disclose the Proprietary Information to the other Party. A Party disclosing such information is referred to as a "Disclosing Party" and a Party receiving such information is referred to as a "Receiving Party".

4. CONFIDENTIALITY AND NON – DISCLOSURE

4.1. In consideration of the disclosure of the Proprietary Information referred to in Paragraph 1 hereof, the Receiving Party agrees that the Proprietary Information, as so designated by the Disclosing Party, shall be kept strictly confidential and shall not be used, employed, exploited, sold, traded, published or otherwise disclosed to any one in any manner whatsoever, including by means of photocopy, telecopy or other printed, electronic or voice reproduction, without the Disclosing Party's written consent, except as provided this document.

4.2. The Receiving Party may disclose the Proprietary Information without the Disclosing Party's prior written consent to the extent such information:

4.3. is already known to the Receiving Party as of the date of disclosure hereunder.

4.4. is already in possession of the public or has become available to the public other than through the act or permission of the Receiving Party.

4.5. is required to be disclosed under applicable laws or by a governmental order, decree, regulation, or rule, including, without limitation, any regulation or rule of any regulatory entity, securities commission or stock exchange on which the securities of the Receiving Party or its Affiliated Companies are or are to be listed (provided that the Receiving Party shall give written notice to the Disclosing Party prior to such disclosure); or

4.6. If is acquired independently from a third party that presents that it has the right to dissemination such information at the time it is acquired by the Receiving Party.

4.7. The Receiving Party may disclose the Proprietary Information without the Disclosing Party's prior written consent to an Affiliated Company (as hereinafter defined), provided that the Receiving Party obtains an undertaking from such Affiliate to abide by, and guarantees the adherence of such Affiliated Company to, the terms of this Agreement. "Affiliated Company" shall mean any company or legal entity which the Receiving Party controls either directly or indirectly, or (2) which is controlled directly or indirectly by such Party, or (3) is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party. "Control" means the right to exercise 50% or more of the voting rights in the appointment of the directors of such company.

4.8 The Receiving Party shall be entitled to disclose the Proprietary Information without the Disclosing Party's prior written consent to such of the following persons who have a clear need to know to evaluate a Project.

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- 4.9. Employees, officers and / or directors of the Receiving Party; 2.4.2. employees, officers and / or directors of an Affiliated Company; or
- 4.10. Any professional consultant or agent retained by the Receiving Party for the purpose of evaluating the Proprietary Information.
- 4.11. Prior to making any such disclosures to persons under subparagraph 2.4 above, the Receiving Party shall obtain an undertaking of confidentiality, in the same form and content as this Agreement, from each such person.
- 4.12. The Receiving Party shall be responsible for ensuring that all persons to whom the Proprietary Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person.
- 4.13. The Proprietary Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return of any such Proprietary Information that has been provided in written or similar form at any time upon given written notice to the Receiving Party. Within seven days of receipt of such notice, the Receiving Party shall return all of the original Proprietary Information and shall destroy all copies and reproductions (both written and electronic) in its possession and in the possession of persons to whom it was disclosed pursuant to sub paragraphs 2.2.3 and 2.2.4 hereof.
- 4.14. Each Party disclosing Proprietary Information hereby represents and warrants that it has the right and the authority so to do. The Disclosing Party, however, makes no representation or warranties, express or implied, as to the quality, accuracy and completeness of the Proprietary Information disclosed hereunder. The Disclosing Party, its Affiliated Companies, and their officers, directors, employees and/ or agents, shall have no liability whatsoever with respect to the use of or the reliance upon the Proprietary Information by the Receiving Party, its Affiliated Companies, and/ or their officers, directors, employees and/ or agents.

5. PROHIBITION AS TO DEALINGS

The Receiving Party shall not make any contact with or undertake to deal with or engage in any Project with any individual, firm, corporation, company and / or other entity introduced by the Disclosing Party to the Receiving Party in furtherance of a Project or in respect of any other business dealing related to a Project (hereinafter "Proprietary Contact") without the prior express written consent of the Disclosing Party.

6. FULL DISCLOSURE

The Receiving Party shall make full disclosure of all its business dealings or arrangements with Proprietary Contacts introduced by the Disclosed Party.

7. COSTS AND EXPENSES

All costs and expenses incurred by either Party in undertaking any due diligence related to or in implementation of a Project or in any other related matters shall be the responsibility of the Party incurring such costs and expenses and shall not be reimbursed or paid by the other Party.

8. NON-CIRCUMVENTION

Neither Party shall circumvent or attempt to circumvent the other Party in any manner whatsoever and with the intention or effect of depriving the other Party of any fees, consideration, profit, or other remuneration (collectively, "Remuneration").

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9. REMEDIES

The Parties hereby agree that any Party which acts in breach of the terms of this Agreement to the detriment of the other Party shall be liable for damages for the loss of Remuneration that would have been due or is reasonable perceived as having been due to the other Party if the breach had not occurred, having regard to all the circumstances of a document related to a Project, plus all the cost of recovering such Remuneration and any such other remedies as may be available at law or in equity. The Parties acknowledge that an action at law for damages would not be a sufficient remedy for any violation of this Agreement and that a Party shall be entitled to specific performance, injunctive or other equitable relief for any violation hereof.

10. TRUST

The spirit of mutual trust, good faith and confidence and of fair dealing and equitable treatment of each Party by the other is the underlying principle of this Agreement and shall be of the essence in the interpretation of the terms hereof.

11. TERM OF AGREEMENT

This Agreement shall remain in full force and effect and is binding on all Projects in succession to and after the initial Project for a period of two (2) years from the later of the Effective Date or the completion of the most recent Project.

12. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of South Africa and Namibia. Any dispute, claim or controversy arising out of or related to this Agreement except with respect to a claim for equitable relief shall be resolved by arbitration in a location acceptable to both Parties in the English language and under the rules and auspices of the International Chamber of Commerce.

13. ASSIGNMENT

The benefits and obligations of this Agreement may not be assigned in whole or in part without the prior approval of each Party, which approval shall not be unreasonably withheld.

14. AMENDMENT

No amendments, changes or modifications to this Agreement shall be valid unless made in writing and signed by a duly authorized representative of each Party.

15. ENTIRE AGREEMENT

This Agreement comprises the entire Agreement of the Parties with respect to the subject matter hereof and supersedes and cancels all prior communications, understandings, and agreements between the Parties, whether written or oral, expressed, or implied.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by facsimile transmission. Each counterpart shall be deemed an original and all counterparts shall constitute one and the same instrument. It shall not be necessary that any single counterpart be executed by both Parties, so long as at least one counterpart is executed by each Party.

17. NOTICES

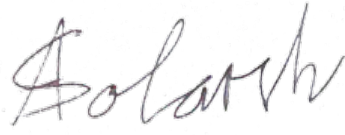
Any notice or notices to be given hereunder shall be sent to the Parties at the addresses herein written or to such other addresses as either Party may specify, from time to time, in writing, and such notices shall be deemed to have been received when delivered by private courier or similar service, or seven (7) days after being deposited into the postal system of

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the country where mailed, registered or certified with return receipt requested, properly addressed postage prepaid. The alternative notice may be given by facsimile transmission to a facsimile machine at a telephone number to be given, from time to time, by the Parties and notices delivered in such a manner shall be deemed to have been properly delivered upon dispatch, provided that a written confirmation of such dispatch is produced by the sending facsimile machine.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the dates herein below written.

Client Details: (Fill In Your Info Below)	Supplier Details:
Full Name:	Rule Two PTY LTD (Reg: 219004)
ID Number:	7010105025086
Date:	
Address:	Room B11, First Floor, Providence Complex,
	Providence, Mahe,
	Seychelles, 673310
Email:	legal@forexrobots.co.za
Signature:	

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