

Introduction

1. Subject to these terms and conditions (“Terms”), customers can access a virtual private server (VPS) provided by Beeks Financial Cloud Group plc (“Beeks”), which remotely hosts a version of the MT4 platform (“Offer”).
2. Taking part in this Offer constitutes acceptance of these Terms. CMC Markets NZ Limited (Company Registration Number 1705324) is the provider of this Offer (“CMC Markets”).
3. Capitalised terms used but not defined herein have the meaning given to them in the CMC Markets NZ Limited Product Disclosure Statement (“PDS”).

Conditions of Eligibility

4. The Offer is only available to customers who hold a live MT4 trading Account with CMC Markets (“Eligible Customer”).
5. The Offer is not open to employees of CMC Markets or employees of any CMC Markets group company, friends or family members of such employees; or anyone else connected to CMC Markets or any CMC Markets group company.
6. CMC Markets shall have absolute and sole discretion to refuse to provide the Offer to any Eligible Customer without cause. 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.
7. An Eligible Customer may only claim this Offer once, irrespective of how many MT4 accounts the Eligible Customer has, and an Eligible Customer, who meets the requirements in accordance with these Terms, is entitled to receive the VPS only once.

The Offer

8. Subject to clause 9 below, the Offer entitles an Eligible Customer to a free monthly subscription to the VPS hosted by Beeks. An Eligible Customer will receive 256MB RAM and 30GB disk space.
9. The Offer is conditional upon an Eligible Customer:
 - a. accepting the Beeks’ terms and conditions;
 - b. consenting to the Eligible Customer’s information being retained by Beeks for the purposes of providing the Eligible Customer with the VPS; and
 - c. satisfying a minimum monthly trading volume of 15 standard lot trades per calendar month on Forex, Indices and Metals (“Trading Volume”). The value of a lot is equal to 100 000 units of the base currency.
10. If an Eligible Customer does not meet the Trading Volume set out in clause 9(c) above for two consecutive months the subscription to the VPS hosted by Beeks will be cancelled and the Eligible Customer will be notified.

General

11. CMC Markets reserves the right to vary or cancel any of these Terms at any time, subject to applicable laws.

12. The Offer is subject to, and contingent upon, an Eligible Client's compliance with the PDS. In addition to any other rights and remedies CMC Markets may have, any breach or suspected breach of the PDS will entitle CMC Markets to stop providing the Offer immediately and without prior written notice.
13. CMC Markets is not responsible for any third party products or services. An Eligible Customer is fully responsible for any investment decisions made and any profits or losses that may result. CMC Markets nor its affiliates accept any liability for any investment loss arising from any use of the VPS.
14. CMC Markets shall have no liability to an Eligible Customer in relation to the Offer (including any losses arising from or in connection with any trades or orders directly or indirectly placed as a result of using the Offer) except as expressly set out in these Terms or the PDS except for death or personal injury caused by CMC Markets' negligence. CMC Markets shall have no liability to an Eligible Customer for any claim arising as a result of the use of the Offer. CMC Markets does not make any representations, assurances or give any warranties in relation to the Offer. All warranties, terms or conditions as to title, fitness for purpose, quality, enjoyment and other terms, whether implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded. For the avoidance of doubt, CMC Markets shall have no liability for errors in, or interrupted access or use of, the Offer.
15. All persons taking part in the Offer, to the maximum extent permitted by law, release from, and indemnify CMC Markets against, all liability, cost, loss or expense arising out of or in connection with the Offer including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to any negligent act or omission or otherwise.
16. A failure by CMC Markets to enforce any of these terms and conditions in any instance(s) will not give rise to any claim by any person or prevent CMC Markets from taking enforcement action later.
17. Any personal data collected will be handled in accordance with the CMC Markets privacy policy
18. Please note that derivative products can be risky and are not suitable for all investors. You do not own, or have any interest in, the underlying securities. Consequently, you should consider your objectives, financial situation and needs before making any decision about whether to acquire derivative products.
19. These Terms (including any dispute arising out of or in connection with them) are subject to the laws of New Zealand.

These Terms are dated 1 November 2020.