



## Legacyfx Loyalty membership program terms & conditions

**BY PARTICIPATING IN THIS PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE.**

### 1) INTRODUCTION

**1.1.** AN All New Investments (VA) Ltd., are the owners, operators, and holders of the official trademark licensing for the LegacyFX trading company (*hereinafter referred to as “The Company”*), brand, website, and merchandise, as well as the LegacyFX Loyalty Membership Program (*hereinafter referred to as “The Program”*).

**1.2.** The program is applicable to all approved LegacyFX account holders (*hereinafter referred to as “Clients”*), leads, and affiliates.

**1.3.** This document (*hereinafter referred to as “Loyalty T&Cs” or “Agreement”*) constitutes a legally binding agreement between the client and AN All New Investments (VA) Ltd., and by extension LegacyFX.

**1.4.** This agreement, along with the company’s main Terms and Conditions and all other officially signed contracts as provided directly by the company itself, supersedes any outside agreement that may be presented. In the event of an interpretation issue; with respect to outside sources, this agreement shall predominate. If any differences are perceived between the English rendering of this agreement and other operational languages, the English version will solely be regarded as default interpretation. Any alleged contradictions should be immediately relayed to the company for clarification.

**1.5.** By signing up for the program, the client affirms their understanding of this agreement and realizes their own personal accountability to adhere to all articles and clauses set forth below. Furthermore, one understands that the company carries zero influence over the actions in their account and confirms the company’s right to deny one’s membership or disqualify them from the program for failure to adhere to the program’s requirements.

**1.6.** The order by which items appear below have no bearing to their importance.

### 2) BASELINE DEFINITIONS OF TERMS USED IN THIS AGREEMENT

**Account** – refers to the account designated by the client in LegacyFX’s system, website, and platform for the purposes of implementing these Loyalty T&Cs. Such an account starts with AC followed by numerical values. Accounts may have multiple Trading Platforms Numbers within it.

**Active Period** – shall mean the period which starts to run from the day of a client’s first deposit to their account the company, through the termination of said account.

**Base Currency** – one’s base currency is the currency in which all the transactions are made from or to LegacyFX. The base currency in this document is United States Dollar, commonly abbreviated as USD or represented as \$. A client may opt for multiple Trading Platforms Numbers with different base currencies.

**Business Day** – is defined as any day where the banking system is open.

**Client** – refers to as any counterparty to LegacyFX, including but not limited to subscribers and users of the LegacyFX platform. This may refer to an individual or an institution.

**Completed Trade** – means any transaction where a confirmation is communicated to a client. Confirmation may take many forms, including but not limited to, the posting of a transaction on the client’s trading blotter.

**Level (also referred to as “Tier” or “Membership Tier”)** – shall mean the rewards which the client is eligible to receive, per the applicable Membership Tier Table detailed herein. A client’s placement or removal from a level is at the company’s sole discretion and dependent on various prerequisites that the client must maintain. It is further understood that each level warrants its own individual rewards and that clients on higher levels may opt to receive the rewards of lower levels. This however does not apply in reverse.

**Maximum Available Reward** – refers to the highest reward a client can be allocated in accordance with his or her reward level.

**Minimum First Time Deposit (FTD)** – is defined as the minimum deposit that a client needs to make to start trading on his/her trading account with the company.

**Membership Tier (also referred to as “Tier” or “Level”)** – refers to the “Level” definition above.

**Equity** is the amount of money that would be remain in a client’s trading account, if all of their trades were liquidated (i.e. closed), for the TP Number used for the program at the end of a Tier Review Period. For the purposes of these Loyalty T&Cs, when an equity is negative, it shall be considered as zero.

**Products** – refer to all the products offered by LegacyFX, including but not limited to, the platform and over the telephone.

**Program Period** – shall mean the period from the date at which a client is accepted into the LegacyFX Loyalty Membership Program until the date of termination of their membership within the program, either by client request or by the company’s revocation of the client’s membership.

**Tier Review Period** – is the time at which a client’s current tier is reviewed and changed if required. The period will restart after the client’s level is promoted/demoted. Said review of a client’s tier is not applicable if membership in the program is revoked.

**Trading Platform** – Trading Platform is the electronic software provided to clients by LegacyFX for the purpose of executing financial transactions for Forex trading.

**Trading Platform Number** (*also referred to “TP Number”*) – are the numbered individual accounts of a client on the company’s Trading Platform. Clients may opt to have numerous TP Numbers under one Account (AC Number) designating their use of the company’s platform with different base currencies. Only one TP Number and by extension Account Number can be registered for the program at a time.

**Trade** – Trade refers to an execution of an order through the LegacyFX trading platform, or via the telephone.

**Transaction Count** – is defined as the numerical count of all transactions placed within an account, consisting of both deposits and withdrawals.

**Website** – is the web-based trading site of the company, which is available at the following URL: [www.LegacyFX.com](http://www.LegacyFX.com).

### 3) GENERIC MEMBERSHIP ELIGIBILITY CRITERIA

**3.1.** The program is applicable to all clients, leads, and affiliates of LegacyFX who are approved per the company’s discretion, are eligible to trade on the company’s platform, and who during the program period:

3.1.1. Have read and accepted the Loyalty T&Cs;

3.1.2. Run an account with the company containing actively used<sup>1</sup> TP Numbers (except demo TP Numbers and accounts);

**3.1.3. Be deemed fully KYC compliant per the company's verification requirements and at the discretion of the company's Compliance Department.**

**3.1.4. Adhere to the company's Minimum FTD Amount;**

**3.1.5. Never have in the past submitted a serious complaint to the company or else were.**

3.1.6. Have reached and consistently maintain<sup>2</sup> the requirements of the tier they are located in.

### 4) HOW THE PROGRAM WORKS & REGISTRATION

**4.1.** The LegacyFX initiated this program as a way in which the company could reward and thank its loyal customers and affiliates for purchasing and using our systems and products and/or taking other program-related actions. A client can reach the various program’s tiers by maintaining specific transactional and trading rates, or by making certain positive actions deemed beneficial to the company and its reputation, as detailed in the following sections. Once a client reaches a certain loyalty tier, they become eligible for the benefits/rewards<sup>3</sup> applicable to that specific tier and any tier below it. Additional opportunities to reach program tiers will be posted on the company’s site, relayed through the company’s representatives, or may be published through other media outlets at the company’s disposal.

**4.2.** Registration to the program is available to clients, leads, and affiliates via three methods:

- A client can opt to sign up for the program via the company's sign-up page located on its website
- A client can request to join the program via written consent and confirmation to their personal account manager or to the company's Support Department.
- A client's account manager can recommend a specific client they deem worthy of receiving the benefits associated with the company's Loyalty Membership Program.

**4.3.** The program is tier-based and determined by the maintenance of specific rules detailed herein. There are 4 tiers available in the program presently:

- Tier 1 – Smart
- Tier 2 – Wise
- Tier 3 – Expert
- Tier 4 – Genius

**4.4.** Clients may register only one TP Number for the program at a time. If a client is the owner of multiple TP Numbers under their main account, the client may request to switch which TP Number is used to determine their eligibility in the program via written or verbal communication. Such switches are approved or denied per the company's sole discretion and applied at the Tier Reviewal Period only.

**4.5.** Upon initial acceptance to the program, every client is automatically placed at Tier 1 – Smart, and is eligible for all the benefits Tier 1 members receive. Promotion to higher tiers provides the client with the benefits of lower tiers as well, per the client's choosing.

**4.6** Acceptance of this agreement binds the client to maintain all rules of the program for the duration of the program and of the tier they are in for at least 30 days *before* any benefits, rewards or gifts will be administered, either starting from the date of acceptance into the program or starting from the date of tier promotion/demotion.

**4.7.** A client will need to maintain and adhere to at least three of the requirements of a tier, in order to qualify for that tier in any consecutive 30-day periods after. Each 30-day period is deemed a Tier Review Period.

**4.8.** During this period, if a client reaches at least three of the requirements of a higher tier, the client's account will be reviewed at the end of the Tier Review Period and may be promoted to higher tiers for the following period, per the company's discretion. As stated previously, once a promotion to a tier is placed, the client must maintain at least three of the requirements of that promoted tier for an additional 30 days before receiving the benefits allocated to that tier.

**4.9.** However, if at the end of the 30 days a client fails to at least three of the requirements of a tier, the company unequivocally bears the right to immediately demote the client from their tier or even revoke membership in the program completely.

## 5) PROGRAM REWARDS

**5.1.** Each tier offers its members the following rewards.

- Tier 1 – Smart: Access to specialized/targeted webinar/phone course or Bonus coupon that can be applied to the client's account.
- Tier 2 – Wise: Pen, Mask, or Hat with the company's logo on it.
- Tier 3 – Expert: Mug, T-shirt, Binder, or Backpack, with the company's logo on it.
- Tier 4 – Genius: Charging Power bank with the company's logo or Gift Card.

**5.2.** One reward is redeemable at the end of each Tier Review Period at a time. If one does not choose their reward by the end of that Tier Review Period, they cannot claim it afterwards, as a new Tier Review cycle would have started. Per previous articles, clients situated at higher tiers will have the ability to choose rewards from lower tiers as well

**5.3.** Rewards requiring shipping to a client's personal address is sent via a 3<sup>rd</sup> party shipping service (such as DHL) from one of AN All New Investments (VA) Ltd.'s subsidiaries. Shipping information is requested from the client upon registration into the program. Said personal data is encrypted and stored on the company's secure servers and not distributed to any outside parties not in connection with the handling of this program, per the company's main Privacy Statement.

**5.4.** All rewards earned and redeemed through the program are final and cannot be exchanged or returned for cash, another product, or a monetary refund. Furthermore, rewards are non-transferrable nor can be applied to other clients or customers of the company.

**5.5.** The company is and cannot be held responsible for rewards lost, not received, or redeemed due to fraudulent activity by a client's part.

**5.6.** A client may not sell or resell any of the products or rewards receive from the company in relation to the program or any services the company provides.

**5.7.** The company reserves the right, without notice, to cancel or reduce any reward to be filled and provided to a client that the company believe, in its sole discretion, may result in the violation of the Loyalty's T&Cs.

## 6) TRANSACTIONAL REQUIREMENTS

**6.1.** The client must maintain for at least a period of 30 consecutive days a specific transactional count amount per tier. This amount is calculated at the company's discretion and consists of total transactions in and out of the company (deposits and withdrawals).

- Tier 1 – Smart: between 1 – 4 transactions in 30-day period
- Tier 2 – Wise: between 5 – 9 transactions in 30-day period
- Tier 3 – Expert: between 10 – 19 transactions in 30-day period
- Tier 4 – Genius: 20+ transactions in 30-day period

**6.2** Additional transaction criteria in the form of equity amount is also used to determine a client's eligibility within a specific tier. Consideration of a client's equity value in determining their tier is at the sole discretion of the company.

- Tier 1 – Smart: more than 250 equity value at end of 30-day period
- Tier 2 – Wise: between 1,000 – 4,999 equity value at end of 30-day period
- Tier 3 – Expert: between 5,000 – 19,999 equity value at end of 30-day period
- Tier 4 – Genius: 20K+ equity value at end of 30-day period

**6.3.** Any internal transactions, transfers of funds between TP Numbers, credits, or bonuses placed on a client's account are not considered for the purposes of the program.

**6.4.** Whereas the balance of net deposit may change due to subsequent deposits and/or withdrawals, the client shall be upgraded or downgraded to the applicable Level(s). Hence, the total amount of the Rebate(s) already credited to the Account by virtue of these Loyalty T&Cs and within the Program period, shall always be taken into account to determine whether the Maximum Payout of the new upgraded/downgraded Level(s) has been reached and if there is any remaining amount the Client may receive as Rebate subject to these Loyalty T&Cs.

## **7) TRADING REQUIREMENTS**

**7.1.** Each tier offered through this program requires that the client maintain for at least a period of 30 consecutive days a specific trading volume amount. Determination if a client has met the required trading volume for their tier is at the company's sole discretion only and subject to review at each Tier Reviewal Period.

- Tier 1 – Smart: between 5 – 9 trades in 30-day period
- Tier 2 – Wise: between 10 – 49 trades in 30-day period
- Tier 3 – Expert: between 50 – 149 trades in 30-day period
- Tier 4 – Genius: above 150 trades in 30-day period

## **8) PARTNER / AFFILIATE REQUIREMENTS**

**8.1.** The program and all corresponding tiers and rewards are applicable to any of the company's partners, leads, refer a friends, introductory brokers, or affiliates. Requirements for such parties derive from either the referral<sup>4</sup> of additional customers to the company or positive reviewal of the company on other platforms or social media outlets. Determination if one has met the requirements for their tier is at the company's sole discretion only and subject to review at each Tier Reviewal Period.

- Tier 1 – Smart: between 1 – 4 referrals / reviews in 30-day period
- Tier 2 – Wise: between 5 – 10 referrals / reviews in 30-day period
- Tier 3 – Expert: between 10 – 19 referrals / reviews in 30-day period
- Tier 4 – Genius: above 20 referrals / reviews in 30-day period

## 9) ADDITIONAL PROGRAM REQUIREMENTS

**9.1.** By registering and being accepted into the program, every client, lead, partner, introductory broker, or affiliate attest to abide by the following requirements as well, void of any connection to the prior articles and sections:

**9.1.1.** As a program member you vow to contract with the company in good faith, void of any fraudulent activity or any activity deemed by the company as illegal or in violation of the company's main Terms and Conditions.

**9.1.2.** As a program member you guarantee to represent the company in a positive manner to other potential customers and partners.

**9.1.3.** As a program member you pledge to resolve any actual or perceived disagreements or disputes with the company through diplomatic means, resources, and conduct through the company's proper channels, without involving outside financial institutions, arbitrators, and/or authorities.

**9.1.4.** As a program member you attest that all personal data and information submitted to the company is factual and consistent with truthful representation of yourself.

**9.1.5.** As a program member you confirm to transact with the company out of our own and sole volition. Any transactions placed through the TP Number account registered within the program derive from your own requests and actions, in accordance with the company's main Terms & Conditions policy regarding trading signals and recommendations.

## 10) TERMINATION AND MODIFICATION

**10.1.** The program and its rewards are offered at the company's sole discretion. The company may, in our discretion, cancel, modify, restrict or terminate these program terms, its FAQs, and/or the program itself or any aspect or feature of the program at any time without prior notice, even though such changes may affect the value of rewards already accumulated or earned and/or the ability to redeem accumulated rewards.

**10.2.** The company reserves the right to exclude any client, lead, affiliate, or partner from the program or to discontinue their participation in the program and to audit one's membership at any time, in our sole discretion. Any suspected abuse of the program, failure to follow any program requirement, illegal activity, fraud, misrepresentation or other conduct inconsistent with the Loyalty's T&Cs along with the company's general Terms & Conditions, and/or any activity deemed detrimental to us or our interests, including without limitation, any suspected illegal, fraudulent other unauthorized use of the company's program, systems, products, site, platform, rewards, gifts, cards, coupons, and/or funds may result in the revocation of your membership or account as a whole, and make you ineligible for further participation in the program or with the company.

If your membership is revoked, any rewards automatically expire and your access to the program and features will automatically terminate.

If we suspect illegal activity, fraud, misrepresentation, abuse or violation of this agreement, we also have the right to take appropriate legal action, in our sole discretion.

**10.3.** If you decide you no longer want to be a part of the program, you may cancel your membership at any time by opting-out in your account on the site or by contacting the company through any of our contact methods.

If you cancel your membership, you will lose all accumulated rewards, and your tier status will automatically be expunged.

## 11) MISCELLANEOUS

**11.1.** The company reserves the right to change program rewards, how a client can reach each program tier, how rewards are earned, and how the company evaluates and rewards a client's activity.

**11.2.** The company reserves the right to place limits on the number of transactions and trades that are eligible for the program and/or for any given tier, the number or types of rewards receivable or earned in any given tier, the applicable time reviewal period for valuation of program tiers and rewards, and/or any combination thereof.

**11.3.** If you have concerns that a purchase or other activity was not properly applied to your account, you should contact Clinique Customer Service at CustomerCare@clinique.com or by calling 1-800-419-4041. Your email must specify your name and email address associated with the Program, the date of the Program activity, and the issue(s) you encountered. This email must be sent no more than forty-five (45) days after the date the purchase or other Program activity took place. We are not responsible for late notifications about purchases or other Program activities not being credited to an account.

## 12) DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

**12.1.** Neither AN All New Investments (VA) Ltd. nor the company or its subsidiaries, affiliates, partners, or licensors make any representations or warranties of any kind whatsoever, express or implied, in connection with these terms or the program or any of the rewards or benefits associated with the program including, but not limited to, warranties of merchantability, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable.

**12.2.** You agree that neither AN All New Investments (VA) Ltd. nor the company or its parents, subsidiaries, affiliates, partners, or licensors will be responsible or liable in contract, warranty or in tort (including negligence) for any (a) interruption of business; (b) access delays or access interruptions to the program; (c) data non-delivery, loss, theft, mis-delivery, corruption, destruction or other modification; (d) loss or damages of any sort incurred as a result of dealings with or the presence of third parties on the site or use of any reward or benefit of the program; (e) computer viruses, system failures or malfunctions which may occur in connection with your use of the site, including during hyperlink to or from third party websites; (f) any inaccuracies or omissions in program content; or (g) events beyond the company's reasonable control.

We make no representations or warranties that defects, or errors will be corrected.

**12.3.** Further, neither AN All New Investments (VA) Ltd. nor the company or its parents, subsidiaries, affiliates, partners, or licensors will be liable for any indirect, special, punitive,



incidental, or consequential damages of any kind (including lost funds or profits) related to the program or and your participation therein, whether in contract, warranty or in tort (including negligence), even if we have been advised of the possibility of such damages and in no event shall our maximum aggregate liability for such claims exceed an amount deemed by the company itself.

**12.4.** You agree that no claims or action in contract, warranty or in tort (including negligence) arising out of, or related to, your participation in the program, use of any rewards or other benefit or these terms may be brought by you.

If you are dissatisfied with the program, termination of your membership in the program is your sole remedy.

AN All New Investments (VA) Ltd. nor by extent LegacFX, hold no other obligation, liability, or responsibility to you.

### **13) INDEMNIFICATION**

**13.1.** You agree to defend, indemnify, and hold AN All New Investments (VA) Ltd. and the company, parents, subsidiaries, affiliates, partners, licensors, officers, directors, employees, representatives, and agents harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your participation in the program in violation of any law, rule, regulation or these program terms.

### **14) GOVERNING LAW AND JURISDICTION**

**14.1.** This agreement shall be governed by and construed in all respects in accordance with the laws from the jurisdiction in which it operates. Both the company and the client will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this agreement. If the parties fail to agree on the terms of settlement, the parties may submit a dispute exclusively to a confidential outside arbitrator whose decision shall be final and binding.

### **15) PRIVACY STATEMENT**

**15.1.** Any personal or private data collected in relation to this program will not be shared with any outside third parties not associated with the company's program or general operations, without the customer's permission.

**15.2.** AN All New Investments (VA) Ltd. uses said personal information only as required, in order to adhere to regulatory and legal requirements by authorities and financial institutions as well as to provide quality service and security to you. This information helps improve services, customize your browsing experience, and enable us to inform you of additional products, services, or promotions relevant to you.

**15.3.** Although you are not required to provide AN All New Investments (VA) Ltd. or the company with any of the personal information that we may request of you, please note that failure to do so could result in AN All New Investments (VA) Ltd. or the company inability to execute the terms of this agreement in relationship to the program and provide you with the service you need in relation to your account.

**15.4.** Whilst we attempt to ensure that all the information, we hold about you is current, accurate, and complete, we urge you to immediately contact us if any of your personal details have changed.

## **16) Contact Us**

**16.1.** For information about the program and your membership, please contact your personal account manager or Customer Support. We are not responsible for requests or correspondence lost or delayed in the mail or over the internet.

## **17) Client Agreement**

**17.1.** I hereby attest that I have read, understood, and agreed to the above Loyalty Membership Program Terms an

d Conditions, and I confirm that I have full power and authority to enter into this agreement as well as all subsequent agreements that may follow.

<sup>1</sup>Active usage refers to TP Numbers with transactions and trades (open and closing of positions) on them and communications with the company within the past month

<sup>2</sup>To maintain applies to a period of no less than 1 month.

<sup>3</sup>Benefits, rewards, and gifts offered may change from time to time and may be offered on a limited basis.

<sup>4</sup> Referral is defined as any customer who actively deposits with the company and uses the company's platform.

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## **REFERENCE**

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<https://int.legacyfx.com/legal-information/loyalty-program>