



Loyalty Program Terms and Conditions

LOYALTY PROGRAM TERMS AND CONDITIONS

1. XS LTD, a company registered in Seychelles with registration number 8428765-1 (hereinafter referred to as “XS” or “the Company”) offers the XS Trading Miles Loyalty Program (hereinafter referred to as the “Loyalty Program”) which is a membership type loyalty program offered by the Company to its new and/or existing clients (hereinafter referred to as “Client(s)” and/or Member(s)).
2. Please read these Terms and Conditions and ensure you understand the qualification requirements, Loyalty Benefits and Rewards (hereinafter collectively referred to as “Benefits”).
3. By participating in the Loyalty Program, you agree to be bound by the current Terms and Conditions as well as the Client Services Agreement as found in the “Legal” section of the Company’s website, and any other document and/or policy and/or notice and/or information made available on the Company’s official website, as amended or updated from time to time. It is the sole responsibility of the Client to regularly review the Company’s website for any such updates, amendments, or supplementary materials that shall govern the provision of the respective services.
4. Loyalty Program membership is offered at the discretion of XS. The Company may refuse to offer membership to any client at its absolute discretion.
5. There are 5 tiers with associated benefits. Clients are placed into different loyalty membership tiers based on the total trading volume (in USD) of their closed positions over the past 90 days in accordance with the tables available in the “Loyalty Program” section of the Company’s Website. Depending on the level of threshold under which the Client holds, he will be automatically designated in the relevant Membership Tier.

An evaluation of the trading volume of the Members over the last 90 days’ volume will be performed which will determine whether the Client will either promoted or demoted to a different tier.

For ease of reference and as an example, the 90-day volume is calculated:

- **On August 1st**, the 90-day volume will include all trading volume generated **from May 3rd to July 31st** — that is, the 90 days ending **the day before** (July 31st).
- **On August 2nd**, the 90-day volume will include all trading volume generated **from May 4th to Aug 1st** — that is, the 90 days ending **the day before** (Aug 1st).
- **On August 7th**, the 90-day volume will include trades from **May 11th to August 7th** — again, covering the most recent 90-day period ending **on that day**.

This rolling 90-day window updates daily, always reflecting the most recent 90 days of activity.

LOYALTY PROGRAM TERMS AND CONDITIONS

7. The Members may either be promoted to or demoted from a Tier based on the following rules:

a) Promotion:

Daily Evaluation (~01:00 CET+3) based on last 90 days' volume.

b) Demotion:

- Monthly evaluation on the 1st of each month based on last 90 days' volume.
- Inactivity of 20 consecutive days, which results in a one-level demotion

It should be noted that promotions and demotions based on 90 days' volume may involve skipping levels, and are determined solely by cumulative trading volume over said period.

More information about the membership tiers and the qualification criteria, shall be communicated by the Company and/or made available on the Company's official website, as amended or updated from time to time.

8. Based on the membership tier that each client belongs to, the Members may be eligible to earn a number of Miles when trading in specific instruments, and on specific accounts, in accordance with the Miles Earning Rules. XS Miles are redeemable for cash rewards or gifts. More information is included on the "XS Miles Distribution" table available in the Company's Website, as amended from time to time.

9. Clients may receive a notification from XS confirming their tier. Clients can also check their current membership information in the Personal Area on XS website.

10. Loyalty Program tiers may be changed or revoked at any time at XS' absolute discretion.

11. Loyalty Program benefits and rewards can only be used by the Client for the duration of a Client's qualification for a specific tier and may be found on. Should the Client not requalify for any of Loyalty Program tiers, benefits and rewards will no longer be available.

12. Benefits may be provided by XS and/or third parties. Loyalty Program benefits and rewards are not refundable or exchangeable with other parties. Benefits cannot be purchased by, sold to, bartered or otherwise transferred to other persons. XS reserves the right to change the Loyalty Program benefits and rewards at any time. XS will not be responsible in any way for the benefits/services provided by third parties. XS reserves the right to discontinue relationships with the Loyalty Program third parties at any time without notice to the Clients.

LOYALTY PROGRAM TERMS AND CONDITIONS

13. From time to time XS may run exclusive campaigns and activities that are open to Loyalty Program members only. Specific Terms and Conditions of such initiatives will be communicated separately.

14. All Members hereby expressly consent and grant permission to XS to use the Member's first name, country of residence, performance data and testimonials for publication on any of XS' websites and also for XS marketing objectives.

15. A Client may terminate his/her Loyalty Program membership anytime by sending an email to customer support at support@xs.com, stating that they no longer wish to be a Member of the Loyalty Program. Moreover, the following are amongst the reasons for termination of your Membership to the Program: a. Violation of any laws and/or applicable regulations and/or the current Terms and Conditions or any other terms and conditions of XS including without limitation Client Agreement, Partnership Agreement, Bonus Terms & Conditions and campaigns/contests /program Terms and Conditions, as published in the website of the Company; b. The Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner not in line with the Loyalty Program.

16. XS reserves the right at any time at its absolute discretion to terminate the Loyalty Program. Should this happen, XS will notify Loyalty Program Members in writing five (5) working days in advance. Upon termination of the Loyalty Program, all unredeemed XS Miles will be forfeited without any obligation or liability.

17. Any termination in accordance with paragraphs 16 and 17 above, will result in a loss of all membership benefits and rewards.

18. XS processes personal information in order to offer the Loyalty Program and may, for this purpose, disclose such information to third parties, including, but not limited to, hotel and travel agents, event organizers and regulatory or local authorities, upon request. XS may, unless otherwise advised, use and publish the information for promotional and marketing purposes. Such information may be derived from email, telephone or any other channel of communication.

19. XS reserves the right at its sole discretion to amend, suspend, cancel or terminate the Loyalty Program, any of the benefits, and these Terms and Conditions at any time without bearing any responsibility or liability in this regard. Clients ought to review the applicable terms, as per the information published in the Company's website, as these shall be amended from time to time.

20. This Loyalty Program is not designed to alter or modify an individual's risk preference or encourage individuals to trade in a manner inconsistent with their own trading strategies.

LOYALTY PROGRAM TERMS AND CONDITIONS

21. Except for any liability that cannot be excluded by law, XS (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the program, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under XS's control); (b) any theft, unauthorised access or third party interference; (c) any variation in benefit/prize value to that stated in these Terms and Conditions; (d) any tax liability incurred by the Client; or (e) use of a benefit including attendance at events included as part of the prize.

22. These Terms and Conditions are made in English and any other language translation is provided as a convenience only. In the event of any inconsistency or discrepancy between the English text and its translation in any other language, the English text shall prevail.

June 2025 – version 1.0

Copyright © 2025 XS Ltd. All Rights Reserved