

Terms and Conditions for Luxon VIP programme

Latest update: 14th May 2021 Version 1.0

1. Scope

- a. These terms and conditions apply to the Luxon VIP programme and should be viewed in conjunction with the Luxon general Terms and Conditions and the Luxon Privacy Policy. These terms determine how a Luxon customer obtains, maintains and/or changes Luxon VIP level status.
- b. All customers that have met KYC requirements will become a Luxon VIP member. Luxon account holders that do not fully complete KYC will not be eligible to receive any VIP benefits.

2. Luxon VIP tiers

- a. We will calculate each customers VIP status at the end of each Quarter based on the total volume of eligible merchant deposits during that quarter as follows:
 - i. Merchant deposits of less than €5,000 – Bronze
 - ii. Merchant deposits between €5,000 and €29,999 – Silver
 - iii. Merchant deposits between €30,000 and €90,000 – Gold
 - iv. Merchant deposits of over €90,000 - Platinum
- b. We will upgrade your VIP status to your Luxon account the day after you satisfy the requirements required for that VIP Tier and will offer to you the benefits described on the VIP section of the Website (<https://luxon.com/VIP>) The Luxon VIP benefits vary depending on your Luxon VIP level as defined below
- c. Once you have earned VIP status, you will be guaranteed to remain in that tier for the full Quarter after meeting the requirements for that tier.
- d. If you do not reach the minimum thresholds for your VIP tier during the Quarter, your VIP status will move down one tier on the first day of the next Quarter.
- e. We reserve the right to make changes to the Luxon VIP programme as and when required in accordance with these terms and conditions. Your current VIP status will be displayed on the App.

3. Luxon VIP security standards

- a. You accept and acknowledge that you will:
 - i. Comply with the security responsibilities set out in section 10 of the Luxon general Terms and Conditions
 - ii. Keep your Luxon account login and password confidential and will not share this information with anyone
 - iii. Change your Luxon password regularly and do not use a common password across different sites
 - iv. Contact Luxon immediately if you believe that your Luxon account has been accessed by anyone other than you
 - v. Access your Luxon account only from your personal devices and take all reasonable steps to protect your account details whenever you input your Luxon account information online
 - vi. Not respond to any emails asking you to provide your Luxon account login or password credentials
 - vii. Use up-to-date anti-virus and anti-spyware software alongside a firewall system on your personal devices
 - viii. Regularly review your Luxon account activity and report any suspicious activity to us as soon as possible.
 - ix. Provide assistance with any investigation into suspicious activity on your Luxon account.

4. Change of VIP status and termination

- a. If you do not reach the minimum thresholds for your VIP tier during the Quarter, your VIP status will move down one tier on the first day of the next Quarter.
- b. We reserve the right to remove your VIP status and your rights to VIP benefits, or suspend or terminate your Luxon account at any time and at our sole discretion where there is reason to believe that:
 - i. Any unauthorised access to your Luxon account is as a result of your failure to comply with the Luxon VIP Security standards detailed in clause 3.
 - ii. You have breached or attempted to breach these VIP terms and conditions or the Luxon general Terms and Conditions
 - iii. You have attempted to abuse Luxon's offers, promotions or VIP benefits:
 - a. By sending or receiving money to or from merchants that is not associated with genuine activity which is deemed legitimate at the discretion of Luxon or any of Luxon's merchant partners.
 - b. By attempting to register and use more than one Luxon account under your own name or the name of a third party
 - c. By using multiple accounts to benefit from promotions or bonuses or rewards offered by Luxon or any of Luxon's merchant partners

5. Changes to Luxon VIP terms and conditions

- a. Luxon reserves the right to amend these VIP terms and conditions at any time
- b. Any changes will be communicated either via the App or via email to the email address registered with your Luxon account. We will provide two months notice before any proposed changes come into force. Should you object to any proposed changes by providing written notice, your notice shall be deemed to constitute a notice to terminate your participation in the Luxon VIP programme.

6. Miscellaneous

- a. By accepting the Luxon VIP terms and conditions you consent that Luxon may share your personal information with Luxon merchant partners where suspicious transactions are being investigated
- b. These Terms, and any dispute or claim arising out of or in connection with these Terms or their subject matter or formation, are governed by, and shall be construed in accordance with the laws of England.

Definitions & Interpretation

In these Terms, words and expressions have the following meanings, unless otherwise stated:

"App" means the Luxon Mobile Application and any other software (for use on mobile devices or otherwise) offered by us in the future offering similar or additional functionality as the Luxon Mobile Application;

"Merchant Deposit" means eligible deposits of E-money from your **eWallet** to a Merchant subject to the conditions laid out in clause 4.b. above.

"E-Money" means electronic money issued by Luxon to you where each unit represents an equivalent value of E-money in the currency selected, for use by you in making Transactions.

"eWallet" means a digital E-money account on our systems that is specific to you, where we record data relating to your transactions and other information from time to time;

"KYC requirements" - the required information so that we may identify you and comply with all applicable know-your-customer ("**KYC**") requirements.

"Luxon general Terms and Conditions" – means luxon.com/terms-conditions

“Merchant” means a third party provider of online or in-person gaming and betting activities, or other services, authorised by Luxon to accept transactions.

“Privacy Policy” – means luxon.com/privacy-policy which sets out the terms on which we process your personal data. You agree that any and all personal data provided by you is accurate.

“Quarter” – means each calendar quarter 1st January to 31st March, 1st April to 30th June, 1st July to 30th September and 1st October to 31st December.

“Website” means luxon.com;

“we”, “us”, “our” means Luxon;

Contact Details

If you have any questions please contact us your personal VIP Account Manager or through the ‘chat’ communication tool within your mobile App. You can also contact us by email at support@luxon.com