

ALPHA BLACK CARD MEMBERSHIP TERMS AND CONDITIONS

Introduction

1. These terms and conditions (**Terms**) govern the Alpha Black Card membership programme (**Alpha Black Card Programme**) operated by CMC Markets Singapore Pte. Ltd. (Company Registration No./UEN 200605050E) (**CMC Markets**).
2. The Alpha Black Card Programme is designed to present offers and benefits at available vendors from time to time, exclusive to certain customers of CMC Markets who hold an Alpha Black Card, in consideration for such customers having the option to refer individuals to CMC Markets as a new customer (**New Customer**).
3. CMC Markets is regulated by the Monetary Authority of Singapore.

Eligibility and membership

4. Eligibility to participate in the Alpha Black Card Programme is open only to those customers who have been invited by CMC Markets and who have satisfied the eligibility criteria set out in clause 5 (**Eligibility Criteria**) to become a member of the Alpha Black Card Programme and be a holder of an Alpha Black Card (**Eligible Customers**).
5. Alpha Black Card Programme membership is available to a customer who meets the following Eligibility Criteria:
 - a. a customer has a Trading Account (**Account**) with CMC Markets on a trading platform offered by CMC Markets (**Platform**);
 - b. the customer is an individual and is a resident of Singapore;
 - c. the customer is invited to participate in the Alpha Black Card Programme by email from CMC Markets, or by any other communication methods as CMC Markets determines from time to time; and
 - d. the customer is not an immediate family member of an employee of CMC Markets or any other company within its group as determined by CMC Markets in its absolute discretion.
6. An Eligible Customer who uses the Alpha Black Card and participates in the Alpha Black Card Programme (**Member**) acknowledges that it has read these Terms and agrees to be bound by them.
7. Participation in the Alpha Black Card Programme is at CMC Markets' sole discretion, and CMC Markets may suspend or cancel a Member's membership at any time without prior notice and for any reason, including if the Member breaches any of these Terms or the terms of business applying to their Account.
8. If CMC Markets cancels a Member's membership in the Alpha Black Card Programme, the Member undertakes to return the Alpha Black Card to CMC Markets as soon as practicable, and in any event, not later than 14 business days after the date of cancellation.
9. CMC Markets reserves its rights to take action against any Member who uses the Alpha Black Card or participates in the Alpha Black Card Programme when their membership has been suspended or cancelled, or otherwise without the express authority of CMC Markets.

Referral

10. A Member may use the QR code on their Alpha Black Card to invite a New Customer to scan the QR code and apply for an Account with CMC Markets, on the terms and conditions as set out in this document.
11. A New Customer must be eligible to open an Account with CMC Markets and must not be an existing customer of CMC Markets.
12. A Member must not have a power of attorney or other authority to trade on the New Customer's Account.
13. A Member must only use the Alpha Black Card and Alpha Black Card Benefits for personal and non-commercial purposes and the QR code must not be published or distributed.

Alpha Black Card Benefits

14. The Alpha Black Card Programme provides Members with access to benefits that may include discounts or other offers (**Alpha Black Card Benefits**) redeemable at participating partners (**Alpha Black Card Partners**). Alpha Black Card Benefits and Alpha Black Card Partners may change from time to time without notice.
15. Members can access the list of Alpha Black Card Benefits by scanning the QR code on their Alpha Black Card. Alpha Black Card Benefits may also be emailed to Members by CMC Markets or by Alpha Black Card Partners from time to time. Any descriptions of Alpha Black Card Benefits communicated by CMC Markets are based solely on information supplied by Alpha Black Card Partners. CMC Markets takes no responsibility and disclaims all liability in relation to any communications (including any third-party communications) in respect of Alpha Black Card Benefits.
16. To claim an Alpha Black Card Benefit, Members must present their Alpha Black Card and communicate to the Alpha Black Card Partner that they wish to obtain a benefit under the Alpha Black Card Programme. Members may be required to present an acceptable form of identification if requested by the Alpha Black Card Partner. CMC Markets is not a party to any transactions entered into between a Member and an Alpha Black Card Partner and is not responsible for any such transactions.
17. All Alpha Black Card Benefits are subject to availability. CMC Markets takes no responsibility for any Alpha Black Card Benefits that are discontinued or otherwise unavailable.
18. Alpha Black Card Benefits are available to Members only and cannot be sold, transferred, assigned or otherwise dealt with except with the consent of CMC Markets.

Limitation of Liability

19. CMC Markets assumes no liability whatsoever, including without limitation, liability for any cost, loss, or expense, however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential damages for loss of income or profits), directly or indirectly arising out of or in connection with the Alpha Black Card Programme or by reason of the termination of or amendment to the Alpha Black Card Programme in whole or in part, the value or availability of Alpha Black Card Benefits, or the addition or deletion of any Alpha Black Card Benefits, Alpha Black Card Partners or other features with or without notice.
20. Each Member, 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 Alpha Black Card

Programme 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.

Other Promotions

21. Members under the Alpha Black Card Programme may be invited to participate in other promotions offered by CMC Markets from time to time.
22. Members who are invited to participate in other promotions must comply with the terms and conditions of that promotion, as amended by CMC Markets from time to time.

Marketing

23. By participating in the Alpha Black Card Programme, Members consent to receiving marketing communications from time to time.
24. Members are responsible for keeping the information in their Account up to date including but not limited to their name, e-mail address, mobile phone number and date of birth.
25. Member may opt-out of receiving marketing communications by written notice to CMC Markets.

Privacy

26. Each Member consents to CMC Markets collecting, using and disclosure of their personal information in accordance with CMC Market's [Privacy Policy](#), as amended from time to time.

Termination and Variations

27. CMC Markets reserves the right to vary, suspend or cancel any of these Terms at any time, subject to applicable laws. Where CMC Markets varies these Terms, an updated copy of these Terms will be available on the CMC Markets' website, accessible via the QR code on the Alpha Black Card.

General

28. These Terms constitute the entire agreement between CMC Markets and a Member regarding the Alpha Black Card Programme and supersedes all previous versions. Except as expressly contained in these Terms, there are no conditions, representations, warranties, express or implied, statutory or otherwise. CMC Markets has the final authority as to the interpretation of these Terms and as to any other questions or disputes regarding the Alpha Black Card Programme.
29. These Terms are dated 22 May 2023.

Risk Warning

30. Investing in CMC Markets derivative products carries significant risks and is not suitable for all investors. You could lose more than your deposits. You do not own, or have any interest in, the underlying assets. We recommend that you seek independent advice and ensure you fully understand the risks involved before trading.