

trader**x**lab

PRIVACY POLICY

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1. Introduction

Camaroz Group LTD (**hereafter “the Company”**) is a company incorporated under the laws of Saint Vincent and the Grenadines that owns and operates the brand “**TraderXlab**” and the domain www.TraderXlab.com.

2. Scope and Applicability

As part of the Company’s daily operations, it is necessary to collect personal information from our existing and prospective clients in order to be able to provide them with our investment products and services. This Privacy Policy (hereafter “the Policy”) describes how the Company collects, processes, uses, maintains, stores and discloses your personal information and data.

Any personal information the Company collects about the client will only be used for the purposes we have collected it for, or as allowed under the applicable legislation, and to provide the client with our services and to perform our contractual obligation in relation to those services. This Policy covers the Company’s official corporate website www.TraderXlab.com all its related sub-domains that are registered and operated by the Company, and the trading platforms.

This Policy applies to former, existing, or prospective clients, applicants and visitors on the Company’s website(s). The Company strives to protect the privacy, confidentiality and security of all personal information and data obtained from our clients during the course of the business relationship and their dealings with the Company, including information obtained during their visits to the Company’s website(s).

At TraderXlab, we treat all individual visitors that enter our corporate website, as well as all private individuals that represent our corporate clients and all our private individual clients as Data subjects in the sense of the EU Data Protection Regulation 679/2016 where and if applicable. TraderXlab fulfills the role of the Data Controller with regards to all personal data, which relates to all individual visitors that enter our corporate website, as well as to all individual persons that represent our corporate clients (i.e. representant/s, local management and Universal Beneficial Owner/s).

3. Our Commitment to You

At TraderXlab, we fully understand the importance of maintaining the confidentiality and privacy of your personal information and data. The Company respects the privacy of any user and to this end, we are committed to taking all reasonable steps in order to protect and safeguard the confidentiality, security and integrity of your personal information and data.



4. How do we collect your Personal Information?

In order for a natural or legal person to become our client, (s)he must complete and submit the online account opening application form. During this process, the Client is requested to provide certain personal information, data and identification documents as well as acknowledge his/her willingness to share this private information with the Company for the purpose of evaluating the client's request to open a trading account with the Company and to comply with the Laws and Regulations governing the provision of Forex, CFDs and/or any other financial instruments, services and products offered by the Company.

Apart from the personal information/data collected during the registration process, the Company may obtain and/or collect personal information in a number of ways such as:

- Through the provision and use of our investment and ancillary services;
- Through the use of the Company's website and mobile apps;
- Through the completion of the account opening application, or demo sign-up forms, or webinar sign-up forms;
- By subscribing to our newsletter and/or news updates;
- By participating in any other offers the Company promotes through its website(s);
- Information provided during correspondence with the Company and provision of customer service;
- Information the Company collects about you from third persons such as payment service providers (i.e. Visa, Mastercard), credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers;
- Information through publicly available sources.

The Company may, from time to time, request further information from you to help us improve our services under the Client Agreement or to comply with the applicable laws and regulations.

5. What Personal Information do we collect?

This information that we may collect from you includes, but is not limited to, the following:

- personal details such as full name, surname, residential address and contact details (i.e. email address, telephone number, fax etc);
- date and place of birth, gender, nationality, citizenship;
- professional and employment details;
- information on whether you are a politically exposed person;
- financial details such as your estimated annual income, estimated net worth, wealth, trading knowledge and experience, source of funds, assets, liabilities, payment details (including credit card, debit card and bank account details), FATCA and CRS information, and any other necessary financial information;
- account information such as username, password, account number, account balance, trading activity and history, charges, fees and commissions charged;



- tax identification numbers, tax registration numbers and tax residency;
- trading activity, trading performance, trading account balances, transactions;
- information and documents necessary to verify your identity such as a passport or national identity card (ID), utility bills, banks statements or in the case of a legal person, the company's information or corporate documents;
- correspondence or any other forms of communication with the Company;
- any other information as a result of your trading activity or trading behaviour, use of our website(s) such as the webpages you visited, the frequency and IP addresses, and information derived from the use of cookies.

6. How do we use and process your Personal Information?

The Company will only collect, use, process, disclose, transfer and store your personal information and data in accordance with the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") if the Client is a citizen or reside with the European Union and the relevant data protection and practices as applicable within Saint Vincent & The Grenadines if the Client is located elsewhere worldwide. The Client Agreement based on one or more of the following legal bases and for the following purposes:

- a) To perform our contractual obligations under the Client Agreement and to provide you with the services and products you have requested, or provide you information regarding our products and services that may be of interest to you, or to keep you updated on the issues that are relevant to your business relationship with us;
- b) To complete the client on-boarding and acceptance procedures. Personal information is used to verify your identity (in order to accept you as our client) and conduct anti-money laundering and due diligence checks. This may include third parties carrying out credit or identity verification checks on our behalf;
- c) To assess whether the financial products and/or services you have requested are suitable or appropriate for you;
- d) To create an account for you and to provide you with technical or customer support or provide you with training;
- e) To manage and operate the trading account or personal profile you have with us;
- f) To process your transactions and to send you information about transaction and post-transaction services;
- g) To comply with the regulatory and legal requirements to which the Company is subject to such as anti-money laundering laws, market abuse laws, financial services laws, privacy laws and tax laws.



- h) To safeguard our legitimate interests, whether this is pursued by us or by another third party. In such a case, the Company must have a sound business or commercial reason to use your personal information and must not go unfairly against your best interests;
- i) To help us improve our products and services, including customer services;
- j) To improve our website(s) and market our new product and services according to your needs and interests;
- k) To investigate any grievances or complaints and settle any disputes;
- l) To perform research or to conduct data analysis which will help us provide you with better products and services in the future. In such a case, we will combine your personal information with the personal information of other clients on an aggregate base and create impersonalized data. The Company may provide this research or analysis to Third Parties solely for statistical and/or marketing purposes to the extent allowed under the Client Agreement already accepted by you. Under no circumstances will you be able to be identified from this data analysis, you will remain anonymous;
- m) To enable you to participate in surveys, competitions, campaigns etc. that might be of your interest, where you have consented to be contacted for such purposes;
- n) To send you marketing communications and/or promotional material in the agreed forms (i.e. by email, telephone or via social media) following your consent. Please note that we will not disclose your personal information to any third parties for the purpose of allowing them to directly market to you;
- o) To notify you about any changes or updates to our products and services (including any changes in the Client Agreement, Terms & Conditions of Business, Policies or other legal documents which form part of the legal agreement between us), or to keep you updated with news on our products and services, or to provide you with legal notifications.

If it is necessary to use your personal information and data for any other reason, which is not outlined above, then you will be duly informed at the time (i.e. via a pop-up message, push notification, email or otherwise) and if there are any additional terms and conditions which will apply. You will be asked to confirm whether you agree to these additional terms and conditions before you can proceed.

Please note that you can control what and how you receive communications or information from us. If you do not wish to receive electronic communications from us (including marketing and advertising communications, promotional material, market research analysis, news, updates, newsletters etc.) then please send an email to backoffice@TraderXlab.com to unsubscribe from future correspondence and we will stop sending you this information.



Please note that even if you unsubscribe from marketing communications, you will still continue to receive communications from us that are necessary for the operation of your account.

7. Contacting You

The Company or its affiliates or its business partners or associates may, from time to time, contact clients by telephone, fax, email or post for the purposes of offering them further information about the Company's products and services, or to inform them of promotional offerings, or for marketing purposes or to conduct market research.

If the client wishes to opt-out of any further contact from the Company's employees or affiliates or business partners or associates, at any time and for whatever reason, he/she is entitled to do so by contacting the Company's Back-Office Department via email and requesting in writing that the client wishes no further contact on behalf of the Company in relation to the above reasons.

8. Disclosure of your Personal Information

Any personal or other confidential information and data (including recordings and documents of a confidential nature, payment details and personal details) that you provide to the Company will be treated as confidential and it will not be disclosed to any third parties, except when necessary to provide our services, fulfil our contractual obligations and conduct our business operations as described herein.

Below are the cases under which we may share your personal information and why:

- a) where it is required to do so by the applicable laws, rules and regulations, or by a court order of a competent Court, or to comply with judicial or legal proceedings;
- b) where requested by our Supervisor any regulatory authority (i.e. government agencies, law enforcement authorities, public authorities) having control or jurisdiction over the Company, our Clients or our Associates or in whose territory we have Clients or providers, as applicable;
- c) where there is a duty to disclose;
- d) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activities;
- e) to execution venues or any other third parties as necessary, to execute client instructions or client orders and for purposes ancillary to the provision of our services to you as our Client;
- f) to a trade repository or data reporting service providers or similar;



- g) to credit reference agencies, fraud prevention agencies, third authentication service providers, banks, payment service providers, and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, processing payments, identification and verification of the client's identity or conducting due diligence checks of the Client. In order to do so, these organizations may check the details the Client supplied against any details held on any database (public or otherwise) to which they have access to. These third parties may store your information in order to comply with their legal and regulatory obligations. A record of the search conducted by the third parties will be retained by us;
- h) to our business partners, associates and service providers (including legal advisors, professional or expert advisors, internal auditors, external auditors) who have been contracted to provide us with software and hardware systems, trading platforms, support, administrative, financial, legal, accounting, tax, compliance, record-keeping, website, cloud-hosting, IT, research, marketing, advertising, email transmission or messaging services, or other services which aim to complete our contractual obligations and to provide the services requested by our clients;
- i) to our affiliates, tied agents and business introducers with whom we have a mutual business relationship;
- j) to our employees in order to provide the services requested by the clients and to fulfil our contractual obligations under the Client Agreement;
- k) to the persons described in this Policy;
- l) where necessary for the Company to secure its legitimate business interests and to defend or exercise its legal rights in front of any court or tribunal or arbitrator or Ombudsman or governmental authority, as the case may be;
- m) at your request or with your consent;
- n) to any person(s) authorised by you.

In any of the above cases, the third-party service providers, business partners, associates, affiliates, tied agents and business introducers shall be duly informed about the confidential nature of such information and will require that organizations to acknowledge and commit to the confidentiality of this information, undertake to respect your right to privacy, safeguard your personal information and to comply with all the relevant data protections laws and this Privacy Policy.

9. Safeguard Measures

The personal information and data you provide to us when you register yourself as a user of the Company's website(s) is protected in many ways as follows:

- a) Your personal information and data are stored in secure servers.
- b) Access to your personal information and data is limited only to those employees or partners that need to know the information in order to enable the carrying out of the Agreement between us and have access via a username and password.
- c) The Company encrypts all personal information/data and takes all reasonable measures to prevent unauthorized parties from viewing any such information. This information is accessible only to authorized personnel.



- d) We train our employees regularly regarding the importance of maintaining, safeguarding and respecting your personal information and security.
- e) Potential breaches of individuals' privacy are taken very seriously. The Company will impose appropriate disciplinary measures to its employees in such a case and it could even involve a dismissal from employment.
- f) Our business partners, affiliates, tied agents, service providers and employees sign a confidentiality and non-disclosure agreement in order to maintain the confidentiality of your information.

10. Storage and Retention Period of your Personal Information

We will not keep your information for any longer than is required. In many cases however, we may need to maintain records for considerable periods of time (after you cease being our client). Retention periods will be determined taking into account the type of information that is collected and the purpose for which it is collected, bearing in mind the requirements applicable to the situation and the need to destroy outdated, unused information at the earliest reasonable time. When personal information is no longer necessary for the purpose for which it was collected, we will securely destroy the records.

Under the applicable laws and regulations (including anti-money laundering laws), the Company is required to retain records containing client personal information and data, account opening documents, documents used to verify the client's identity and perform customer due diligence, transactions undertaken, trading activity, communications between the client and the Company (i.e. any form of correspondence by telephone, electronically, in person or otherwise) and in general all interactions the client undertakes with the Company for at least five (5) years after the termination of the Client Agreement and/or the termination of the business relationship between us.

Please note that we may keep your data for longer than five (5) years due to legal or regulatory reasons requiring us to do so. All the above information will be stored by the Company for the purposes of record-keeping and as such, may be used by the Company in case that a dispute arises between the client and the Company.

While we will use all reasonable efforts to safeguard your information, you acknowledge that the use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal data transferred from you, or to you via the internet. The Company will not be liable for unlawful or unauthorized use of your personal information and data due to misuse or misplacement of your passwords, negligent or malicious, however contacted.

11. Monitoring and Recordings



The Company will, as required by law, monitor and record any communication between the Client and the Company, including but not limited to electronic correspondence (i.e. chats/ emails), fax, postage, telephone conversations, in person or otherwise, in relation to the provision of services and our business relationship with you. These recordings will be the sole property of the Company and will constitute evidence of the communications between us. Further, if you visit the Company's premises, we may have CCTV which will record your image. The Client accepts such recordings as conclusive evidence of the Orders, Instructions, Requests or conversations so recorded.

12. Cookies and Links

The Company's data collection procedures include the placement of cookies for the purpose of gathering information and data about the manner in which our clients interact with the Company's website(s) in order to provide our clients with a better experience and present our services and products according to your needs and preferences. Cookies are small pieces of data files sent from our website(s) to your browser that is stored on the user's computer when using our website(s) and they may include a unique identification number. The Company uses cookies on this Website(s). The Company does not link the information that it stores in cookies to any personally identifiable information that the client submits while on the Company's website(s). The client can choose if and how a cookie will be accepted by changing his preferences and options in his browser. If the client chooses to disable the cookies, (s)he may still use the Company's website(s), but (s)he will not be able to access some parts of the Company's website(s) or fully use his/her trading account.

Some of the Company's business partners, tied agents, associates, business introducers or affiliates use cookies on the Company's website(s). The Company has no access to, or control over these cookies therefore it will not be liable for misuse or loss of personal information resulting from these cookies. When you use the Company's website (www.TraderXlab.com), you may be able to link to other websites. This Privacy Policy does not apply to those other sites. The Company encourages you to read and understand the privacy policies on these other sites.

13. Your Rights regarding your Personal Information

In line with the provisions and requirements of the GDPR Regulation (679/16) on the protection of personal data, you may have the following rights to your personal information and data:

- a) **Access to your Personal Information:** you will have access to your personal data and will be able to review all personal information, which is related to you and which was/is collected during the use and processing as described in this Policy at any time and to check the accuracy of personal data, which is related to you individually.
- b) **Rectifications:** if the personal information and data we hold about you is inaccurate or incomplete, you are entitled to make rectifications, corrections and update it with your current personal circumstances.
- c) **Changes:** you may inform the Company at any time regarding any changes to your



personal information and data by emailing us at backoffice@TraderXlab.com. The Company will change your personal information and data according to your instructions. Please note that in order to proceed with such requests, the Company may require supporting documents from you as proof.

- d) **Deletion:** you can ask us to delete your personal information and data (partly or wholly), except to the extent that we are required to maintain your personal information for legal or regulatory purposes as well as to maintain adequate business records in accordance with anti-money laundering requirements. Please note that if you request to delete your personal information and data, this will lead to the automatic closure of your trading account.
- e) **Information on use and processing:** you have the right to obtain information on the use and purpose of processing your personal information and data as well as inform you what information we process and, you have the right to request a copy of the personal information and data we hold about you within thirty (30) days from the date of your request. If you require additional copies, we may charge a reasonable administrative fee.
- f) **Processing Restrictions:** you can ask us to limit the purpose for processing and using of your personal information and data. This will not stop us however from storing your personal information and may have an effect on the provision of our investment services rendered to you. You can refer to our Compliance Department for further clarifications on this.
- g) **Choice to opt-out:** you may opt-out from receiving commercial and non-commercial newsletters and notifications from the Company by notifying our back office team at backoffice@TraderXlab.com
- h) **Portability:** you have the right, under certain circumstances, to retain all your personal information and data (which is related to you, or has been collected during your visit and use of our website and during your correspondence with the Company) and to re-use it elsewhere or ask us to transfer this to another Data Controller/Third Party nominated by you.
- i) **Withdrawal:** you may withdraw your previously given explicit consent with regards to the collection, use and processing of your personal information and data at any time by contacting our Back Office team by electronic mail services to backoffice@TraderXlab.com. Please note, that in such a case, we might not be able to continue providing you with the information, services and/or products requested by you and we will have no liability to you in this respect.

15. Transmittal of Personal Information outside the EEA

The personal information that we collect from you may be transferred to a country outside the European Economic Area (EEA) for storage, or to processed by staff operating outside the EEA



who work for us or to our business partners, associates, affiliates, tied agents, business introducers or service providers who are engaged on our behalf to fulfil our contractual obligations under the Client Agreement. In such a case, we will take all reasonable steps to ensure that the transfer is lawful and that the processors in third countries comply with the European data protection laws or other countries' laws which are comparable to European data protection laws and to provide appropriate safeguards in relation to the transfer of your data in accordance with Article 46 of the GDPR Article 46.

By entering into an Agreement with the Company and submitting your personal information and data, you will be consenting to the transmittal of your personal information and data outside the EEA, storing and processing, according to the provisions of the GDPR Regulation. The Company will take all reasonable steps necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

16. Legal Disclaimer

The Company is not liable for the misuse or loss of personal information (or otherwise) on the Company's website(s) or from the content of websites to which the Company's website(s) links to and the Company has no access or control over the use or protection of information provided by the clients or collected by those sites. Whenever a client elects to link to a co-branded website or to a linked website, the client may be asked to provide registration or other personal information and data. Please note that such information is recorded by the third party and will be governed by the Privacy Policy of that third party.

Moreover, the Company will not be liable for unlawful or unauthorized use of your personal information and data due to misuse or misplacement of your login credentials (username and password), negligent or malicious intervention (or otherwise) by you or due to your acts or omissions or by a person authorized by you (whether or to that authorization is permitted by the terms of our legal relationship with you).

17. Consent

The collection, use and storage of your personal information and data is based on your consent. By entering into an Agreement with the Company, establishing a trading account and accessing the Company's website(s), the client agrees and consents to the collection, use and storage (for at least 5 years from the end of the business relationship) of all of his/her personal information and data that the client supplies to the Company by the means described herein. In addition, please note that by downloading the Company's trading platform(s) and allowing cookie settings in your web browser also constitutes consent of this Policy. You may revoke your consent at any time however, any personal information and data processed before the receipt of your revocation will not be affected.



18. Amendments to this Policy

The Company will review this Policy at least annually, or whenever a material change occurs in the law, or in the Company's internal procedures/arrangements, or whenever the Company deems it necessary for any reason, and will duly notify its clients of such changes via email and/or by posting an updated version of this Policy on its website.

The Client hereby accepts that the posting of an updated Policy on the Company's website as the actual notice of the Company to its clients. The Company encourages its clients to periodically review this Policy so that they are always aware of what information the Company collects, how it uses it and to whom it may disclose it, in accordance with the provisions of this Policy.

The Client accepts and understands that EU Data Protection Regulation 679/2016 may not be applicable to him/her.

19. Questions

If you have any questions regarding this policy, wish to access or change your information or have a complaint, or if you have any questions about security on our Website, you may email us at backoffice@TraderXlab.com.