

Privacy Policy

Content

Background	3
Personal Information	4-6
Personal Data.....	7-11



BACKGROUND:

EC Markets Ltd (“EC Markets”) understands that your privacy is important to you and that you care about how your personal data is used. EC Markets Ltd respect and value the privacy of everyone who visits this website www.ecmarkets.sc and EC Markets will only collect and use personal data in ways that are described here, and in a way that is consistent with obligations and your rights under the law.

All our employees are responsible for maintaining customer confidentiality. We provide training and education to all employees and regularly review our policies and procedures. Our aim is to make sure

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EC Markets Limited, address: suite 4B, Global Village, Jivan's Complex, Mont Fleuri, Mahe, Seychelles, is a Seychelles Investment Firm registered with the Registrar of Companies in Seychelles under number: 8413793-1, and regulated by the Seychelles Financial Services Authority ('FSA') under license number SD009.

that you have full confidence in EC Markets policies and procedures and feel comfortable about giving us your information. We think that safely looking after your information is a key part of our relationship.

Please read this Privacy Policy carefully and ensure that you understand it.

1. PERSONAL INFORMATION – ACCURATE AND COMPLETE DATA

1.1 You must provide us with true and complete information to us at all times; including but not limited to, your (a) name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (e) payment instructions; and any other personally identifiable information that we may ask from you from time to time, such as a copy of your Passport and/or other identifying documents, that we may request from you from time to time as part of our obligations to comply with applicable “*Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation*”.

1.2 In that connection, you hereby represent, warrant, covenant and agree that: (a) you are at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you; (b) you are not politically exposed person and you do not have any relationship (e.g., relative, associate etc.) with a person who holds or held during the last twelve (12) months any public position; (c) you shall be treated as a “*Retail Client*”, unless we shall classify or reclassify you as a “*Professional Client*” or an “*Eligible Counterparty*” in accordance with the principles set out hereinabove, depending on the information that you shall provide when completing the registration process or thereafter (d) you are of sound mind and you are capable of taking responsibility for your own actions; (e) all the details that you have submitted to us or any details given to us when opening an account and making a deposit are true, accurate, complete and match the name on the payment card and/or payment accounts in which you intend to deposit or receive funds from your account; (f) you have verified and determined that your use of our Online Trading Facility does not violate any laws or regulations of any jurisdiction that applies to you.

1.3 If any of the above statements is untrue or inaccurate with respect to you, please inform our Customer Support team immediately and we shall inform you if/how you may continue to access and/or use our Services.

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1.4 You hereby expressly acknowledge and agree that the penalty for providing untrue, inaccurate, misleading or otherwise incomplete information is your immediate breach of these Terms and Conditions. As such, we reserve the right to suspend and/or terminate your Account promptly and to suspend and/or prevent you from accessing and/or using our Online Trading Facility, without prejudice to any other rights and/or remedies we may have under and/or pursuant to this Agreement.

1.5 From time to time you may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit funds to your account. Subject to our satisfaction from such documentation checks, you may or may not be permitted to deposit further funds by recurring credit card or other means of payment.

1.6 We may elect to provide you with documentation, information and communications in various languages. By accepting these Terms and Conditions you acknowledge and confirm that our official language is English, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than English and the same in English, the English documentation, information and communications shall prevail.

1.7 We reserve the right to communicate with you by telephone, facsimile, email, posts, newsletters issued by us and/or any other means of communication, whether such communication is personally addressed to you or generally addressed to all our clients and/or posted on our Online Trading Facility. By accepting these Terms and Conditions, you acknowledge and confirm, without prejudice to any other Terms of this Agreement, that all such means of communications on our end are deemed to be acceptable and that any information or notification so provided shall be deemed to have been received by you and/or any transaction so executed shall be deemed final and binding on your part.

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1.8 You shall inform us in writing of the persons you have granted a Power-of-Attorney to instruct us on your behalf. For practical reasons, we can only undertake to register one Power-of-Attorney for you. If you at any time wish to revoke such a Power-of-Attorney, to change the extent of such a Power-of-Attorney, or grant Power-of-Attorney to a different person this shall also be informed to us in writing. We are, in accordance with general rules regarding Powers-of-Attorneys entitled to receive instructions from any Person authorised by you as well as Persons who appear so authorised. We do reserve the right, however, at our sole discretion, to reject the appointment of any representative/Power-of-Attorney authorized to act in your Account and we may elect, at our sole discretion, to dismiss and/or reject at any time any transactions performed by such Authorized Representative/power of attorney. Pursuant to general rules regarding Powers-of-Attorney, you are accountable to us for losses or damages which we may suffer as a result of instructions from an Authorized Person who has explicit or tacit Power-of-attorney to give us Instructions on your behalf. We may refuse to act upon any Instruction from any Authorized Person if we can render probable that the disposal pursuant to the instruction submitted would be in violation of the legislation relevant to the area, usual market practice, including but not limited to Anti-Money Laundering (“*AML*”) & Know Your Customer (“*KYC*”) Legislation, or pertain to insider trading, or if the disposal by our reasonable discretion will put you and/or our economic solidity at risk.

1.9 By opening an Account with us, you will be subject to, and you hereby expressly agree to abide by, all of our rules, policies and operating procedures that govern your activities on our Online Trading Facility. We reserve the right to refuse and/or decline our Services to any Person and to close the Account of any Person, at any time, at our sole discretion, and for any reason, without being obliged to provide any explanation or justification. All data relating to Persons who open an Account with us will remain our sole and exclusive property and by entering into this Agreement you acquire NO right to any such information, except as expressly stated herein.

1.10 We further reserve the right to investigate, at any time, at our sole discretion, and for any reason, without being obliged to provide you with any explanation or justification, any activity that may violate this Agreement, including, but not limited to, any use of software applications to access our Online Trading Facility, and/or any engagement in any activity prohibited by this Agreement. We shall NOT be responsible (a) for anything related to trading activities on or through our Online Trading Facility, nor (b) for the manner in which you conduct your trading activity on or through our Online Trading Facility; in particular, but without limitation of the generality of the foregoing, we shall NOT be responsible for any of the following situations: (a) unauthorized real money transactions; (b) unauthorized real money transactions conducted by unauthorized Minors; (c) physical Verification that you possess the proper knowledge and/or experience to use our Online Trading Facility. We will not be responsible in any way (including for damages and losses caused by the use of our Online Trading Facility) if you use our Online Trading Facility without the proper knowledge, and we reserve the right to assess and reassess your knowledge and experience to use our Online Trading Facility at any time, at our sole discretion.

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2. PERSONAL DATA PROTECTION - PRIVACY

2.1 We respect each individual's right to privacy, we value our relationship with you, and we take pride in maintaining loyalty and respect with each individual client by providing you with security. The provisions of this notice apply to former clients as well as our current clients and explain the manner in which we collect and maintain non-public information about our clients (such as your full name, mailing address, identification number, passports, driver's license etc..., henceforth "**Information**").

2.2 We collect Information from you when you: (a) open an Account and provide us with Information through electronic registration forms; (b) make a transaction with us including when you deposit and withdraw funds; (c) additionally, from time to time, we may collect Information about you from third party entities such as information about your credit history agencies. By providing us with Information, you are giving us your consent to collect, use and store the Information in the manner explained hereinafter.

2.3 The Information we collect directly from you includes the following: (a) **Personal Information**: when you apply for or maintain a live account with us, we collect personal information about you for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about products and services that may be of interest to you, and providing customer service; such information may include: (i) **Application Information**: Information you provide to us on applications and other forms, such as your name, address, birth date, occupation, assets, and income, as well as Information required to communicate with you such as your address, phone number, e-mail; (ii) **Transaction Information**: Information about your transactions with us and with our Affiliates as well as information about our communications with you (examples include your account balances, trading activity, your inquiries and our responses); (iii) **Verification Information**: Information necessary to verify your identity such as a passport or driver's license (Examples also include background information we receive about you from public records or from other entities not affiliated with us); furthermore, we may collect other identifiable Information such as identification numbers and/or Passport/Tax registration numbers; we may also collect demographic information when you open an account, including Your gender, birth date, etc...; we may also need to evaluate your trading experience, average annual income, estimated net worth and make an assessment about your risk factor.

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2.4 You directly provide us with most of the Information we collect. You do this by filling out the electronic form(s) (including, without limitation, the Account Opening Application Form(s)) that we post on our Online Trading Facility and by voluntarily providing us with other required documents. Additionally, you provide us with Information by trading on our systems, by contacting us or by responding to a promotion; the information we indirectly collect may include logging your Internet Protocol (IP) address, software configuration, operating system and use of Cookies; Cookies are small files containing information that a Website uses to track its visitors which may be sent from us to your computer and sometimes back. Cookies ultimately help us improve your navigation and ease of use of our Online Trading Facility. We may set and access Cookies on your computer, enabling us to learn which advertisements and promotions bring users to our Online Trading Facility. We may use cookies in connection with any of our Products and/or Services and to track your activities on our Online Trading Facility. Cookies do not contain any personally identifiable information. Such information that we collect and share would be anonymous and not personally identifiable.

2.5 We use the Information we collect from you only as appropriate to provide you with quality service and security. For example, we may use the Information collected from you to verify your identity. We may also use this Information to establish and set up your trading Account, issue an Account number, issue Access Codes (username and/or password), log your activity and contact you from time to time. The Information you provide us helps us to improve our Services to you, customize your browsing experience and inform you about additional products, services or promotions that may be of interest to you. Should you ever deactivate your Account with us, we will keep your information on file, but only use it to comply with regulatory requirements and to contact you occasionally with the option to reactivate your account. Please note that you may opt out of our Information sharing policies at any time by notifying us of your desire to do so as explained below.

2.6 We do not disclose or share Information about any of our clients (whether active or inactive) to any non-affiliated third parties other than in the manner and to the entities set forth below:

a. *Sharing Information with our Associates:* We may share personal information described above with our Associates for business purposes, such as, but not limited to, servicing client's Accounts and informing client's about new products and services, or to aid in the trading activity of our company, its Affiliates, or employees, and as permitted by applicable law. Our Associates may include companies controlled or owned by us as well as companies that have an ownership interest in our company. The information we share with affiliates may include any of the information described above, such as your name, address, trading experience and account information. Our Associates are committed to maintaining the privacy of your information to the same extent we do in accordance with the provisions set forth herein.

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b. *Sharing Information with Third Parties:* We do not disclose your personal information to third parties, except as described herein. Third party disclosures made by us in accordance herewith may include sharing such information with non-affiliated companies that perform support services for your Account or facilitate your Transactions and/or Contracts with us, including those that provide professional, legal, or accounting advice to us or that are acting on behalf of us to investigate your credit standing. Non-affiliated companies that assist us in providing services to you are required to maintain the confidentiality of such information to the extent they receive it and to use your personal information only in the course of providing such services and only for the purposes that we dictate. We may also disclose your personal information to third parties to fulfil your instructions or pursuant to your express consent. We want you to know that we will not sell your personal information

c. *Regulatory Disclosure:* Under limited circumstances, we may disclose your personal information to third parties as permitted by, or required to comply with, Applicable Laws, Rules and/or Regulations in the jurisdiction of which you are a citizen or a permanent resident, or, in the case of a Legal Entity is formed, incorporated, domiciliation and/or doing business, and/or of the jurisdiction in which we are organized and/or is performing the Services provided hereunder. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect our rights or property. Except as described herein, we will not use your personal information for any other purpose, unless we describe how such information will be used at the time you disclose it to us or we obtain your permission.

d. *Our Social Trading Platform:* We may provide you with the possibility to participate in a real-time social trading platform, which integrates rich community and social characteristics into our Online Trading Facility. Clients who choose to be part of this community/network are required to agree to be part of the network and share their strategies and performance with other clients who choose to be part of the community/network. Accordingly, if you choose to be part of this community/network, you agree and acknowledge that your username, your picture/avatar (if provided), your state of residency, gender, networks, list of users who follow you, users who copy you etc..., list of users you follow or copy, and any network status/posts/blogs and any other content options that enable our clients to interact amongst themselves on such social trading platform, including, without limitation, all content and Information you may be posting thereon, as well as any comments, feedback, postings and/or all Information that you provide to us via our Online Trading Facility and/or via Electronic Messaging, e-mail, fax or telephone in relation thereto, shall be considered non- confidential and non-proprietary information (other than your Personal Data and Information, as described hereinabove, collectively, the “*Content*”). All portfolio and trading information performance results shall be considered non- confidential and non-proprietary information and as our property. By providing such Content, you specifically grant us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store,

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present and/or publish all or any part of your Content, and we shall be free to use such Content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to you. Any personal Information of clients who participate in this community/network and the amount(s) traded shall, however, never be disclosed. You can always opt-in and/or opt-out this community/network, very simply, at your discretion.

2.7 We do not share credit information, such as credit history, net worth, or other income information, except as otherwise provided herein.

2.8 Your telephone conversations, e-mails, internet conversations (chat), meetings and other communications with us may be recorded/maintained by us. Any recordings shall be and shall remain our sole property and will be accepted by you as conclusive evidence of their content as recorded by us. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between you and us.

2.9 We protect your Information by using data security technology and using tools such as firewalls and data encryption. We use Secure Socket Layer ('SSL') encryption technology in order to protect certain Information that you submit. This type of technology protects you from having your Information intercepted by anyone other than us while it is being transmitted to us. We work hard to ensure that our Online Trading Facility is secure and that they meet industry standards. We also use other safeguards such as firewalls, authentication systems (*e.g.*, passwords and personal identification numbers) and access control mechanisms to control unauthorized access to systems and data. We also require that you use your personal Access Codes (personal username and password) every time you access your account online. We restrict access to Information at our offices so that only officers and/or employees who need to know the Information have access to it.

2.10 By entering into these Terms and Conditions, you are consenting to the transmittal of your Personal Data (*i.e.* your personally identifiable Information and your payment details) to our subsidiaries and/or Affiliates and to external companies to help us to process and/or analyse it as part of the provision of our Services to you. Such Personal Data may also be used for marketing purposes, or to conduct market research for us or other companies in our group that may use such Personal Data to bring to your attention products and/or services that may be of interest to you and also to assist in the efficient provision of our Services.

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2.11 Please note that we reserve the right to amend, revise, modify, and/or change our Privacy Polic(y)ies at any time. Should we decide to make any changes to our Privacy Polic(y)ies, such changes shall be incorporated into our revised Privacy Polic(y)ies which shall be posted on our Online Trading Facility.

2.12 Should you have any questions regarding our Privacy Polic(y)ies, please contact our Customer Support team immediately. Please include your name, Account number, mailing address, e-mail address and telephone number.

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