



PRIVACY AND REFUND POLICY

1. Our Commitment to You

We understand the importance of maintaining the confidentiality and privacy of Your Information. By entrusting us with your information, we would like to assure you of our commitment to keep such information private. We have taken measurable steps to protect the confidentiality, security and integrity of Your Information.

2. Collection of Information

If you decide to apply to open a Trading Account with us and hence become our Client there is certain information that we will require from you in order to do so.

We may collect Your Information directly from you (in your completed Account Opening Form or other way) or from other persons including, for example, credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers. This information includes, but is not limited to personal details such as name, address, date of birth, contact details, payment details, including credit card, debit card and bank account details, and other necessary financial information.

We may also collect Your Information in regards to your use of our website(s), such as pages visited, frequency, duration of visit and trading activities. From time to time we may also request further information to help us improve our Service to you (if you are our Client) or our activities (if you are our Provider for Trading Data) under our relevant Agreement, as the case may be, or comply with applicable law and regulations.

3. Use of the Information

We will use, store, process and handle Your Personal Information (in case you are a natural person) in connection with the furthering of the Agreement between us, in accordance applicable laws and regulations, as amended or replaced from time to time.

Your Information (not in the public domain or already possessed by us without a duty of confidentiality) which we hold is to be treated by us as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of our Services to you or the furthering of our Agreement between us, establishing and managing your account or a relationship between us, reviewing your ongoing needs, enhancing customer service and products, giving you ongoing information or opportunities that we believe may be relevant to you, improving our relationship, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes (according to the Agreement between us), as applicable.

By entering an Agreement with us (to become our Client), you will be consenting to the transmittal of Your Personal Information.



4. Contacting You

We may, for the purpose of administering the terms of our Agreement between us, from time to time, make direct contact with you by telephone, fax, email, or post. If you agree, we or any of our Affiliates of the Company or any other company in our group, may make contact with you from time to time, by telephone, fax, email or post for marketing purposes to bring to your attention products or services that may be of interest to you or to conduct market research.

5. Disclosure of Information

Under the Agreement between us, we have the right to disclose Your Information (including recordings and documents of a confidential nature, card details) in certain circumstances. According to the Agreement between us, Your Information may be disclosed:

- (a) where required by law or a court order by a competent Court;
- (b) where requested by our regulator or any other regulatory authority having control or jurisdiction over us or you or our associates or in whose territory we have Clients or Providers, as applicable;
- (c) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- (d) to credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of you. To do so they may check the details you supplied against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained by us;
- (e) to our professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- (f) to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist us collect, storage, process and use Your Information or get in touch with you or improve the provision of our Services or activities under the Agreement between us;
- (g) to a Trade Repository or similar;
- (h) to other service providers for statistical purposes in order to improve our marketing, in such a case, the data will be provided in an aggregate form;
- (i) to market research call centers that provide telephone or email surveys with the purpose to improve our Services or activities, but only contact details;
- (j) where necessary in order for us to defend or exercise our legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority, as the case may be;
- (k) at your request or with your consent;
- (l) to our Affiliates or any other company in our group, or where the ownership is the same;
- (m) to our employees so as to exercise their duties to further the Agreement between us, or to assure the efficient functioning of our Platform, the Automatic Orders and the Trading Data



functions.

6. Cookies

When you use our software, it will enable us to use cookies in relation to your access to our website. Cookies are small files of information, which often include a unique identification number or value, which are stored on your computer's hard drive as a result of you using this trading software and accessing the website. The purpose of this information is to provide you with a more relevant and effective experience on the website, including presenting webpages according to your needs or preferences. Cookies are frequently used on many websites on the internet and you can choose if and how a cookie will be accepted by changing your preferences and options in your browser. Some of our business partners (e.g. advertisers) may use cookies on our website(s). We have no access to, or control over, these cookies.

The cookies do not contain personally identifying information nor are they used to identify you. You may choose to disable the cookies. However, you may not be able to access some parts

of this website if you choose to disable the cookie acceptance in your browser, particularly the secure parts of the website.

For further information about cookies and how to disable them, please refer to www.allaboutcookies.org.

7. Third Party Links

Our website(s) contain links to websites operated by other parties. We provide the links for your convenience, but we do not review, control or monitor the privacy or other practices of websites operated by other. We are not responsible for the performance of websites operated by third parties or for your business dealings with them.

8. Safeguard Measures

Your Information is stored on secure servers.

We limit access of Your Information only to those employees or partners that need to know the information in order to enable the carrying out of the Agreement between us. We have procedures in place regarding how to safeguard and use Your Information, for example by requesting our Affiliates and employees to maintain the confidentiality of Your Information.

We will not keep Your Information for any longer than is required. In many cases, information must be kept for considerable periods of time. 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. Under Applicable Regulations, we will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least ten (10) years after termination of the Agreement between us. In any event, we will keep Your Information for the duration of applicable Limitation of Actions Laws as a minimum.

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.



9. Change of Information

You may inform the Company at any time that Your Information has changed or that you wish the Company to delete information we hold about you by emailing us at support@octrado.com. We will change or delete Your Information in accordance to your instructions, except to the extent that we are required to hold Your Information for regulatory or legal purposes, to provide you with the Services you have requested or to maintain adequate business records.

10. Right of Access

Under the applicable laws and regulations, as amended or replaced from time to time, you as a natural person have the right to obtain a copy of any personal information which we hold about you and to advise us of any perceived inaccuracy. To make a request, please contact us, verifying your identity and specifying what information you require. We may charge an administrative fee. You may contact us via e-mail at support@octrado.com.

11. Return Policy

We do not cancel realized trade transactions. So in this respect we would like to stress out that before you place an order you should have a clear understanding that a refund is not possible. Therefore, the full refunds can only be issued by us if the funds that were deposited in the trading account were not used to open any trades. In this case the full refund is possible. Further to that we issue refunds in case of withdrawals from the trading account.

In unlikely situation when client did not open any position and a financial loss occurred in the trading account as a direct result of misconduct of any of the employees, we will issue a full refund.

12. 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 support@octrado.com.

13. Update of this Policy

This Policy is subject to change without notice. For this reason you are advised to look for updates from time to time.