

# Partners' Privacy Policy

PXBT Trading Ltd

## Privacy Policy

### INTRODUCTION

This Privacy Policy is issued by **PXBT Trading Ltd** (hereinafter referred to as the "Company," "we," "us," or "our"), a Securities Dealer Licensee duly regulated and authorised by the **Financial Services Authority (FSA)** in Seychelles under license number **SD162**. This Policy describes the manner and purposes for which the Company collects, processes, retains, stores, and/or shares personal information (hereinafter, the "Processing") of individuals who:

1. Register for a Partner Account on the Company's Partner Management Platform (the "Partnership Programme");
2. Access the Company's official website at [www.pxbt.com](http://www.pxbt.com) or any other website managed and/or offering services through and/or operated by the Company linking to this Privacy Policy (hereinafter, the "Website");
3. Provide personal information to the Company in the course of the business relationship; and/or
4. Engage with the Company in other relevant ways, including but not limited to marketing, sales, or promotional events.

This Privacy Policy shall be read in conjunction with and forms an integral part of the **Introducing Brokers Agreement and/or Affiliates Agreement** (collectively referred to as the "Agreement"). By accessing the Website or availing of the Company's services, you acknowledge and accept the terms of this Privacy Policy.

For inquiries regarding this Privacy Policy, you may contact us via email at [partner@pxbt.com](mailto:partner@pxbt.com).

## A. WHAT INFORMATION DO WE COLLECT?

### Personal Information You Provide

The Company collects personal information voluntarily provided by you in connection with your engagement in our Partnership Programme, participation in marketing activities, or communications with us. The collection of such information is conducted in accordance with applicable legal and regulatory requirements.

### Categories of Personal Information Collected

The personal information collected by the Company will depend on the context of your interactions with us and may include, but is not limited to, the following:

1. **During Registration:**
  - Full Name;

- Email Address; and
  - Geolocation Data.
2. **During Payout:**
- Identification Documents (e.g., Passport, National ID);
  - Proof of Address (e.g., Utility Bill);
  - Wallet or Bank Account Details; and
  - Corporate Documentation (where applicable for legal entities).
3. **Payment Data:**
- Personal information required to facilitate payments to eligible partners. Such data will be securely processed and stored in compliance with applicable data protection regulations.

It should be noted that you are required to ensure that all personal information provided is true, accurate, and complete. Any changes to your personal information must be communicated to the Company without delay.

## Information Automatically Collected

The Company automatically collects certain technical information when you access or navigate the Website, including but not limited to:

- Internet Protocol (IP) Address;
- Browser and Device Characteristics;
- Operating System;
- Language Preferences; and
- Referring URLs or other metadata related to your use of the Website.

This information is necessary for:

- Maintaining the security and integrity of the Website;
- Conducting internal analytics; and
- Enhancing the performance and functionality of the Company's online services.

## Information Collected from External Sources

Where legally permissible, the Company may obtain personal information from the following third-party sources:

- Publicly accessible databases;
- Marketing affiliates or partners;
- Social media platforms; and
- Other lawful external sources.

The Company ensures that any data collected from such sources is used in accordance with applicable legal and regulatory requirements.

## **Cookies and Tracking Technologies**

The Company uses cookies and other similar tracking technologies, such as web beacons and pixels, to collect additional data when you interact with the Website. These technologies enable the Company to:

- Identify users and provide a personalized experience;
- Analyze user behavior for Website improvement; and
- Ensure compliance with security standards.

For more detailed information, please refer to our **Cookie Policy**, accessible on the Website.

## **B. HOW DO WE PROCESS YOUR INFORMATION?**

The Company processes your personal information strictly in accordance with applicable legal and regulatory requirements. The processing of your information is carried out to fulfill contractual obligations, ensure compliance with relevant laws, and enhance the functionality and security of our services.

The purposes for which we process your personal information include, but are not limited to, the following:

### **1. Administration of the Partnership Programme**

- Facilitating the creation and authentication of your Partner Account;
- Enabling you to securely log in to and manage your account;
- Maintaining the functionality and operational efficiency of your account; and
- Providing necessary tools and resources to support your engagement with the Partnership Programme.

### **2. Communication**

- Contacting you regarding updates, opportunities, or changes to the Partnership Programme;
- Responding to inquiries or requests related to your account or our services; and
- Delivering important notices, including those related to changes in terms, policies, or legal obligations.

### **3. Compliance with Legal and Regulatory Obligations**

- Processing your information to meet the requirements of the Financial Services Authority (FSA) in Seychelles and other applicable regulatory authorities;
- Conducting anti-money laundering (AML) checks, fraud prevention measures, and other due diligence activities as required by law; and

- Retaining records for audit, reporting, and legal purposes.

#### **4. Security and Fraud Prevention**

- Monitoring and analyzing user activities to detect and prevent unauthorized access, fraudulent transactions, and other security risks;
- Safeguarding the integrity of the Company's systems, platforms, and data.

#### **5. Additional Processing with Consent**

Where required by law, we may process your personal information for specific purposes upon obtaining your explicit consent. Such consent may be withdrawn at any time without affecting the lawfulness of processing conducted prior to withdrawal.

### **C. WHAT LEGAL BASES DO WE RELY ON TO PROCESS YOUR INFORMATION?**

The Company processes personal information in accordance with applicable legal and regulatory frameworks, ensuring that all processing activities are based on one or more valid legal grounds. The legal bases for processing your personal information include, but are not limited to, the following:

#### **1. Contractual Obligation**

The Company processes your personal information as necessary to fulfill its contractual obligations under the Partnership Programme or to take steps at your request prior to entering into such an agreement. This includes:

- Facilitating the creation and management of your Partner Account;
- Providing services and benefits as stipulated in the Introducing Brokers Agreement and/or Affiliates Agreement; and
- Managing payments, communications, and other operational requirements associated with the Partnership Programme.

#### **2. Legal Obligations**

The Company processes your personal information to comply with its legal and regulatory obligations, which may include but are not limited to:

- Cooperation with law enforcement authorities, regulatory agencies, or other governmental bodies;
- Ensuring compliance with anti-money laundering (AML), counter-terrorism financing (CTF), and other applicable legal frameworks;
- Exercising or defending the Company's legal rights in the course of litigation or other legal proceedings; and
- Disclosing information as required under applicable laws, rules, or regulations.

#### **3. Consent**

Where consent is required for specific processing activities, the Company will process your personal information only after obtaining your explicit consent. For example:

- When you consent to receiving marketing communications or participating in surveys or promotions. You retain the right to withdraw your consent at any time. Such withdrawal will not affect the lawfulness of processing conducted prior to the withdrawal, nor will it affect processing conducted on other lawful grounds.

## **Role as a Data Controller**

Under applicable regulatory frameworks, the Company acts as the Data Controller for the personal information described in this Privacy Policy. As the Data Controller, the Company determines the purposes and means of the processing of personal information, ensuring compliance with all relevant legal obligations.

## **D. WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?**

The Company may share your personal information in specific circumstances, as described in this section, and only with the following categories of third parties, ensuring that such disclosures comply with applicable legal and regulatory obligations.

### **1. Vendors, Consultants, and Third-Party Service Providers**

The Company may share your personal information with third-party vendors, contractors, agents, or service providers (collectively, the “Third Parties”) engaged by the Company to perform specific services on its behalf. These services may include, but are not limited to:

- IT support and maintenance;
- Payment processing;
- Marketing and analytics services;
- Legal, accounting, or consultancy services.

To safeguard your personal information:

- The Company enters into legally binding contracts with all Third Parties that strictly limit their ability to use or disclose your personal information for purposes other than those expressly authorized by the Company.
- Third Parties are prohibited from sharing your personal information with any other organization or entity without the Company's explicit instruction.

### **2. Business Transfers**

In the event of a potential or actual merger, acquisition, sale of Company assets, financing, or other business transaction, the Company may share or transfer your personal information to another entity. Any such transfer will be subject to strict confidentiality obligations and conducted in compliance with applicable data protection laws.

### 3. Affiliates

The Company may share your personal information with its affiliates, provided such disclosures are necessary to fulfill the purposes described in this Privacy Policy. Affiliates include:

- Parent companies;
- Subsidiaries;
- Joint ventures; and
- Other entities under common control with the Company.

Affiliates are contractually required to adhere to the terms of this Privacy Policy and applicable data protection regulations.

### 4. Business Partners

The Company may share personal information with its business partners for purposes including, but not limited to:

- Offering co-branded products or services;
- Conducting joint marketing campaigns; and
- Facilitating promotions or incentives in connection with the Partnership Program.

## E. WHAT IS OUR STANCE ON THIRD-PARTY WEBSITES?

The Website may link to third-party websites and/ or this Policy might link to third party websites, online services, or mobile applications, as well as advertisements provided by third parties not affiliated with the Company. These third-party websites, services, or applications operate independently and are subject to their own terms, conditions, and privacy policies.

The Company expressly disclaims any responsibility or liability for:

1. The accuracy, completeness, or availability of information, products, or services offered by such third parties;
2. The security, functionality, or reliability of third-party websites, services, or applications; and
3. Any loss, damage, or other harm resulting from your access to or use of third-party websites, services, or applications.

### Disclaimer of Liability

The inclusion of a link to a third-party website, service, or application on the Company's Website does not constitute an endorsement, sponsorship, or affiliation with such third party. Accessing third-party websites, services, or applications is done at your own risk. The Company shall not be held liable for any damages or losses arising directly or indirectly from your interaction with such third-party platforms.

### Recommendations for Users

The Company advises you to:

- Carefully review the terms, conditions, and privacy policies of any third-party website, service, or application before providing personal information or engaging with their content; and
- Contact the relevant third party directly if you have any questions or concerns about their practices.

## **F. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?**

The Company employs cookies and similar tracking technologies, including but not limited to web beacons and pixels, to collect, access, and store certain information when you interact with our Website.

For more detailed information, please refer to our **Cookie Policy**, accessible on the Website, or contact us at [compliance@pxbt.com](mailto:compliance@pxbt.com).

## **G. IS YOUR INFORMATION TRANSFERRED INTERNATIONALLY?**

The Company may transfer, store, and process your personal information in countries other than your own as part of our operations. To protect your personal information during such transfers, we implement appropriate safeguards in compliance with applicable legal requirements.

Where applicable, we may rely on legally approved mechanisms, such as the European Commission's Standard Contractual Clauses (if applicable), to ensure the security of your personal information when transferred between our group companies or with third-party service providers.

## **H. HOW LONG DO WE KEEP YOUR INFORMATION?**

We retain your personal information only for as long as necessary to fulfill the purposes outlined in this Privacy Policy and to comply with applicable legal, regulatory, and business requirements.

In compliance with relevant legislation, the retention period for your personal information shall not exceed seven (7) years from the date of termination of our business relationship, unless a longer retention period is required by law or necessary to protect the Company's legal rights.

## **I. HOW DO WE KEEP YOUR INFORMATION SAFE?**

We have implemented appropriate and reasonable technical and organizational security measures to protect the confidentiality, integrity, and availability of the personal information we process. These measures are designed to safeguard your information from unauthorized access, alteration, disclosure, or destruction.



While we strive to ensure the highest standards of security, it is important to note that no electronic transmission over the Internet or storage system can be guaranteed to be completely secure. Consequently, we cannot provide an absolute guarantee that unauthorized third parties, such as hackers or cybercriminals, will not defeat our security measures or improperly access, steal, or modify your information.

You acknowledge that the transmission of personal information to and from our Website is at your own risk. To minimize risk, we encourage you to access our services only from secure and trusted environments.

## J. DO WE COLLECT INFORMATION FROM MINORS?

We do not knowingly collect, solicit, or process personal information from individuals under the age of 18. The Website and the Partnership Programme are not intended for use by minors.

By accessing the Website and/or registering for the Partnership Programme, you confirm and represent that you are at least 18 years of age.

## K. WHAT ARE YOUR PRIVACY RIGHTS?

Depending on your jurisdiction, you may have certain rights under applicable data protection legislation. These rights may include, but are not limited to, the following:

1. **Access and Copies:** The right to request access to and obtain a copy of your personal information held by us.
2. **Rectification:** The right to request correction of inaccurate or incomplete personal information.
3. **Erasure:** The right to request deletion of your personal information, subject to applicable legal and regulatory retention requirements.
4. **Restriction of Processing:** The right to request that the processing of your personal information be restricted in certain circumstances.
5. **Data Portability:** Where applicable, the right to request the transfer of your personal information to you or to another organization.
6. **Objection to Processing:** In specific situations, the right to object to the processing of your personal information, particularly when processing is based on legitimate interests.

### Withdrawing Your Consent

If the processing of your personal information is based on your consent, whether express or implied depending on the applicable law, you have the right to withdraw your consent at any time. Withdrawal of consent will not affect:

- The lawfulness of processing conducted prior to the withdrawal; or
- Processing conducted on other lawful grounds permitted under applicable legislation.

To exercise any of these rights, you may contact us at [compliance@pxbt.com](mailto:compliance@pxbt.com). All requests will be reviewed and addressed in accordance with applicable data protection laws.

## **Terminating Your Account**

Upon your request to terminate your Account, we will deactivate or delete your Account and associated information from our active databases. However, certain information may be retained in compliance with legal obligations and to:

- Prevent fraud or other unlawful activities;
- Resolve disputes and troubleshoot technical issues;
- Assist with investigations or audits; and
- Enforce our legal rights and terms.

## **Cookies and Similar Technologies**

By default, most web browsers accept cookies. If you prefer, you may modify your browser settings to remove or reject cookies. Please note, however, that disabling cookies may impact the functionality or availability of certain features and services on our Website.

For more details on how we use cookies, please refer to our **Cookie Policy** available on the Website.

## **L. HOW DO WE HANDLE POTENTIAL DATA BREACHES?**

In the event of a data breach involving personal information, the incident will be reported internally and documented by our Data Protection Officer (DPO). If necessary, the DPO will notify the relevant data protection authority and any affected parties, as required by applicable laws. Data breaches may include incidents such as cybercrime, hacking, or malware infections.

## **M. DO WE MAKE UPDATES TO THIS PRIVACY POLICY?**

We may update this Privacy Policy periodically. Updates will be indicated by a revised version number and the updated version will become effective as soon as it is accessible. In the event of material changes, we will notify you by prominently posting a notice on our Website or by sending a direct notification.

We encourage you to review this Privacy Policy regularly to stay informed about how we protect your personal information.

## **N. HOW CAN YOU CONTACT US ABOUT THIS POLICY?**

If you have questions, concerns, or comments regarding this Privacy Policy, you may contact us via email at [compliance@pxbt.com](mailto:compliance@pxbt.com).

## O. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Subject to applicable laws, you may have the right to:

- Request access to the personal information we hold about you;
- Request updates or corrections to your information; or
- Request deletion of your personal information.

To exercise these rights, please email us at [compliance@pxbt.com](mailto:compliance@pxbt.com). We will review and act upon your request in accordance with applicable legal requirements.

## P. JURISDICTION

This Privacy Policy and any disputes arising from it are governed by the laws of Seychelles. Any legal proceedings must be brought before a competent court in Seychelles.