

## Privacy Policy

KW INVESTMENTS LTD (“the Company”) is an Investment Firm authorised and regulated by the Seychelles Financial Services Authority, with licence number SD020.

Clicktrades.com is a website operated by KW Investments Limited.

KW INVESTMENTS LTD is committed to protect individuals’ personal data in line with the requirements of applicable law.

KW INVESTMENTS LTD commitment applies to all individuals whose personal data the Company may process. “Personal Data” means any information relating to an identified or identifiable natural person. The Company acts as a controller in relation to such personal data.

This Privacy Policy or Notice describes what types of personal data we collect about you when you choose to use our services, how we will use your personal data, when and with whom we share it and how we will keep it safe. It also details your rights in respect of our processing of your personal information and how you may exercise them. Please take the time to read and understand this policy.

We may make changes to this Notice from time to time and it is important that you check this Notice for any updates. Any personal information we hold will be governed by our current privacy notice. If we make changes we consider to be important, we will communicate them to you.

Please note that this notice is addressed to customers and potential customers.

### 1. Personal Data that we may collect:

When you create an account with the Company, we require you to provide your first and last name, e-mail address, details about your financial status, your residential address, phone number, date of birth, a copy of your national identity card or passport or driving license, a copy of a recent utility bill/bank statement (or similar) as evidence of your residential address, credit card or bank card details, Tax residence and Tax Identification Number, profession and employment details, knowledge and experience in trading, risk tolerance and risk profile and other information we may consider necessary to our functions and activities and in order to be in a position and be permitted to provide our services to you.

If the Company requests you to provide it with personal data and you fail to do so, the Company may not be in a position to provide a service and/or enter into an agreement with you, in which case it will inform you accordingly.

The abovementioned data are collected by the Company when you are going to open a trading account with the Company. It is required by the AML Law (the Prevention and Suppression of Money laundering and Terrorist Financing Law as amended from time to

time) and that the Company collects the necessary data for verifying your identity, constructing your economic profile, monitoring your account and verifying the source of funds (when it is necessary). Additionally, we use this data to set up and administer your trading account, and to provide technical and customer support.

We use cookies to store and collect information about your use of our Website. Cookies are small text files stored by the browser on your equipment's hard drive. They send information stored on them back to our web server when you access our Website. These cookies enable us to put in place personal settings and load your personal preferences to improve your experience.

If you are a corporate client we are required to collect information related to the legal entity (e.g. corporate and constitutional documents), additional personal information on the shareholders, directors and other officers that we deem as necessary in order to be compliant with our legal and regulatory requirements.

We may record any communications, electronic, by telephone, in person or otherwise, that we have with you in relation to the services we provide to you and our relationship with you. These recordings will be our sole property and will constitute evidence of the communications between us

### **Legal Ground for personal Data processing:**

We may process your personal data for one or more lawful bases of processing ("Lawful Basis") depending on the specific purpose for which we are using your data.

The Lawful Basis are the following:

- to perform our contractual obligations towards you
- to be compliant with applicable legal and regulatory requirements
- to pursue our legitimate interests

Where our use of your personal information does not fall under one of the above-mentioned Lawful Bases we will require you to provide your consent. Such consent shall be freely given by you and you will have the right to withdraw your consent at any time by contacting us using the contact details set out in this privacy notice or by unsubscribing from email lists.

## **2. How we use your personal data:**

Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- (a) where required by law or a court order by a competent Court.
- (b) where requested by FSA or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients.
- (c) to government bodies and law enforcement agencies where required by law and in response to other legal and regulatory requests;
- (d) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- (e) where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or governmental authority;
- (f) to such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;
- (g) to payment service providers and banks processing your transactions;
- (h) to auditors or contractors or other advisers auditing, assisting with or advising on any of our business purposes; 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;
- (i) only to the extent required and only the contact details 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 the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement.
- (j) only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form.
- (k) only to the extent required, to market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details will be provided.
- (l) where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority.
- (m) to anyone authorised by you.
- (n) to an Affiliate or introducing broker of the Company or any other company in the same group of the Company.
- (o) to any third-party where such disclosure is required in order to enforce or apply our Terms and Conditions or other relevant agreements.

- (p) to successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client; this will happen in the event that the Company decides to sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under the Agreement with you or the performance of the entire Agreement subject to providing 15 Business Days Prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

### **3. The safety of your personal data**

KW Investments Ltd takes the appropriate measures to ensure a level of enhanced security to protect any personal data provided to us from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

The Company implements appropriate technical and organisational measures such as data encryption, access management procedure, clean desk policy, business continuity and disaster recovery, IT systems risk assessment, physical and logical access segregation, process in case of personal data breach policy, etc. Additionally, the Company limits access to the Client's personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process the Client's personal data on the Company's instructions and they are subject to a duty of confidentiality.

Your personal data may be stored electronically or in paper form.

### **4. How we treat your personal data for marketing activities and whether profiling is used for such activities**

We may process your personal data to tell you about products, services and offers that may be of interest to you or your business.

The personal data that we process for this purpose consists of information you provide to us and data we collect and/or infer when you use our services. This information helps the Company to improve its services, customise browsing experience and enables it to inform its clients of additional products, services or promotions relevant to clients. In some cases, profiling is used, i.e. we process your data automatically with the aim of evaluating certain personal aspects in order to provide you with targeted marketing information on products.

We can only use your personal data to promote our products and services to you if we have your explicit consent to do so or, in certain cases, if we consider that it is in our legitimate interest to do so.

## 5. Your rights as a data subject

**Right of access** – you have the right to request from us to provide you with a copy of the personal data that we hold about you.

**Right of rectification** – you have a right to request from us to correct the personal data we hold about you that is inaccurate or incomplete.

**Right to be forgotten** – you have a right to request from us in certain circumstances to erase your personal data from our records. In case that these circumstances apply to your case and provided that no exception to this obligation applies the Company acting as your controller will erase your personal data from its records.

**Right to restriction of processing** – you have a right to request from us where certain conditions apply, to restrict the processing of your personal data.

**Right of portability** – you have the right to request from us where certain conditions apply, to have the data we hold about you transferred to another organisation. Where these conditions apply the Company will transfer your personal data to another organisation.

**Right to object** – you have the right to object on grounds relating to your particular situation, to certain types of processing such as direct marketing or where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

**Right to request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

**Right to withdraw consent where** we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

We may charge you a reasonable fee when a request is manifestly unfounded, excessive or repetitive, or we receive a request to provide further copies of the same data. In this case we will send you a fee request which you will have to accept prior to us processing your request. Alternatively, we may refuse to comply with your request in these circumstances.

## 6. Contacting us about this Policy or making a complaint

If you have any queries about the contents of this Policy, or wish to inform us of a change or correction to your personal data, would like a copy of the data we collect on you or would like to raise a complaint or comment, please contact us using the details set out below:

**E-mail: [support@clicktrades.com](mailto:support@clicktrades.com)**

We will try to respond to your request without undue delay and in any case within one month of receipt of the request. In case that your request takes us longer than one month we will notify you accordingly and keep you updated. In this respect it should be noted that the information to be provided as a result of exercising your right shall be provided free of charge. Nonetheless and where requests are manifestly unfounded or excessive, in particular because of their repetitive character, the Company may either:

(a) charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested;

or (b) refuse to act on the request.