



EBC
FINANCIAL
GROUP

Privacy Policy

November 2020

Risk Warning: Trading Forex and Contracts for Difference (CFDs) on margin carries a high level of risk and may not be suitable for everybody. The high degree of leverage can work against you as well as for you. Before deciding to trade Forex and CFDs, you should carefully consider your trading objectives, level of experience and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial trading capital. You should be aware of all the risks associated with trading Forex and CFDs and seek advice from an independent adviser if you have any doubts.

1. INTRODUCTION

- 1.1. The Client acknowledges and agrees that by opening a trading account and entering into a Client Agreement with EBC, the Client will be providing EBC with personal data within the meaning of EU General Data Protection Regulation 2016/679 (“Personal Data”). The Client acknowledges and agrees that the Personal Data shall be processed by EBC in accordance with the Client Agreement and this Privacy Policy available on EBC’s website.
- 1.2. By accessing EBC’s website, the Client undertakes that the Client has read, understood and accepted the terms of the Privacy Policy. The Client’s usage or continued usage of EBC’s Services shall also be taken as the Client’s consent to be legally bound by this Privacy Policy.
- 1.3. The Client acknowledges that EBC reserves the right to amend or update this Privacy Policy at any time without prior notice to the Client. The amendments to the Privacy Policy shall become effective immediately and shall be legally binding on the Client upon publishing of the Privacy Policy on EBC’s website. The Client undertakes to regularly review this Privacy Policy on the EBC’s website.
- 1.4. The official language of this Privacy Policy shall be English. EBC may provide this Privacy Policy in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Privacy Policy and any other language version, the English version shall prevail.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1. Throughout this Privacy Policy, unless the context otherwise requires, the following words and expressions shall bear the following meanings:
 - 2.1.1. “Applicable Statutes And Regulations” means:
 - 2.1.1.1. statutes rules or guidance of the relevant regulatory authority in the commonwealth of the Republic of Vanuatu;
 - 2.1.1.2. the rules of the relevant financial exchange market; and
 - 2.1.1.3. all other applicable laws to the Client Agreement (and each as amended from time to time as applicable to the Client Agreement).
 - 2.1.2. “Client” means an individual of full age and capacity or a legal entity;
 - 2.1.3. “EBC” means EBC Group LLC (Company Registration No. 353 LLC 2020) whose registered office is located at First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St Vincent and the Grenadines;
 - 2.1.4. “GDPR” means the EU General Data Protection Regulation 2016/679;
 - 2.1.5. “Personal Data” means any information relating to an identified or identifiable natural person, namely one who can be identified, directly or indirectly from that information alone or in

conjunction with other information within the meaning of EU General Data Protection Regulation 2016/679

- 2.1.6. “Services” means non-advisory, execution-only dealing services provided by EBC to the Client in relation to transactions in foreign exchange, metals, futures, stocks, contracts for differences (CFDs), overnight interest and financial calendar;
 - 2.1.7. “Trading Platform” means EBC’s electronic trading platform facility;
 - 2.1.8. “Transaction” or “Transactions” means either the opening or closing of an offer to either buy or sell any Services on the Trading Platform;
- 2.2. The headings to the clauses and sections in this Privacy Policy are for the purposes of reference only, and shall be ignored when construing the meaning of any provision of this Privacy Policy.
 - 2.3. The meanings of words and expressions that were not defined in this Policy shall follow the definitions described in the Client Agreement.

3. PERSONAL DATA COLLECTED

- 3.1. If the Client is a potential customer, Personal Data collected by EBC includes but not limited to the following:
 - 3.1.1. the Client’s personal details, e.g. name, telephone number, email address and other electronic messaging systems such as short text, video and picture messaging;
 - 3.1.2. identity verification documents, e.g. ID, passport, utility bills;
 - 3.1.3. financial details, e.g. bank account, payment card information;
 - 3.1.4. information about the Client’s income and wealth including details about your assets and liabilities, account balances, trading statements, tax and financial statements;
 - 3.1.5. profession and employment details;
 - 3.1.6. transaction data, i.e. all information and details related to any Transactions made;
 - 3.1.7. the Client’s use of Services, including but not limited to the pages the Client has visited; and
 - 3.1.8. technical information, including but not limited to the Client’s devices, type and version of the operating system, time zone.
- 3.2. We may use cookies or IP address tracking devices on the Online Facility to administer the Online Facility, store password and usernames, to monitor visits to pages on the Online Facility on this and other occasions from your terminal, to personalise the Online Facility service to you and to track and facilitate browsing through the Online Facility. A cookie is a piece of data stored on your hard drive containing information about you relating to the use of the Online Facility. IP addresses may be linked to your personal data and by tracking these addresses, we would be obtaining such personal data. Access to the Online Facility is conditional on acceptance by you of any cookies and IP address tracking devices described in and for the purposes explained in this clause. By accepting the

Agreement, you acknowledge that you understand the broad nature of cookies and IP address tracking devices and the purposes for which they will be used by us.

4. PURPOSE OF PERSONAL DATA COLLECTED

- 4.1. EBC will treat all information that we hold about you as private and confidential, even when you are no longer a customer. As such, we take appropriate technical and organisational measures to protect Personal Data. The Client consents and allows EBC and any of our Associates in processing the Personal Data:
 - 4.1.1. to perform EBC's contractual obligations under the Client Agreement;
 - 4.1.2. to perform anti-money laundering checks, 'Know Your Customer' ("KYC") documentation in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Policy available on EBC's website or other legal and regulatory compliance;
 - 4.1.3. to monitor and record calls for business analysis, training or service improvement purposes;
 - 4.1.4. to monitor and record calls and electronic communications for processing and verification of instructions;
 - 4.1.5. ensure that the Client meets the suitability requirements needed to use EBC's Services;
 - 4.1.6. to manage the Client's Account; and
 - 4.1.7. in providing suitable marketing materials or Material to the Client.
 - 4.1.8. disclose to the Counterparty all information that we hold in relation to you, including Personal Data, which the Counterparty may require in order to execute the transactions that we arrange on your behalf.

5. DISCLOSURE OF PERSONAL DATA

- 5.1. EBC may share the Personal Data to third parties:
 - 5.1.1. under any Applicable Statutes And Regulations;
 - 5.1.2. in compliance with legal and/or court orders obligations;
 - 5.1.3. in compliance with any requests made by legal or regulatory authorities;
 - 5.1.4. if it is necessary to perform EBC's obligation under the Client Agreement, including but not limited to EBC's associates or related companies; We may share your Personal Data with any of our agents or any Associates in the United States of America or other jurisdictions in or outside the European Economic Area who may only use it for the same purposes as the purposes for which we use such data.
 - 5.1.5. to data processes who are third parties who EBC may engage to process personal data on our behalf including but not limited to archival storage, data entry service providers, computer backup services, and disaster recovery services;

- 5.1.6. EBC's auditors, consultants, accountants or other financial or professional advisers; or
- 5.1.7. when the Client has given EBC consent.

6. TRANSFER OF PERSONAL DATA

- 6.1. In compliance with the EU General Data Protection Regulation 2016/679 ("GDPR"), EBC shall not transfer any Personal Data outside the European Economic Area ("EEA") or a European Commission recognised non-EEA country unless:
 - 6.1.1. it is required under Applicable Statutes And Regulations;
 - 6.1.2. it is necessary to perform EBC's contractual obligations under the Client Agreement; or
 - 6.1.3. the Client has given such consent.
- 6.2. EBC shall not transfer any Personal Data outside the European Economic Area ("EEA") or a non-EEA country without taking reasonable steps in ensuring:
 - 6.2.1. the third party has an adequate, appropriate and sufficient level of protection for the rights and freedoms of the Client in relation to the processing of Personal Data;
 - 6.2.2. there are adequate, appropriate and sufficient security measures in place to protect the Personal Data;
 - 6.2.3. the Client has enforceable rights and effective legal remedies for any breach of personal data protection law and regulation;
 - 6.2.4. the third party comply with its obligations under any applicable data protection law and regulation; and/or
 - 6.2.5. binding corporate rules or standard data protection clauses approved by the European Commission are in place.

7. RETENTION PERIOD

- 7.1. EBC shall retain the Client's Personal Data as long as the Client's Account remains active and valid, and may retain the Client's Personal Data up to seven years after the Client's trading account and the Client Agreement with the Client is terminated. The Client's Personal Data may be retained for more than seven years subject to any Applicable Statutes And Regulations, acts or policies by the relevant regulatory authority and EBC's internal policies.
- 7.2. The Client acknowledges that EBC may need the Client's Personal Data to fulfil its obligation under the Client Agreement, and as such the Client's demand for deletion of the Client's Personal Data may result in termination of the Client Agreement and the Client's trading account with EBC.

8. MANAGEMENT OF PERSONAL DATA

- 8.1. EBC has taken all reasonable commercial standards of technology and operational security to safeguard the Client's Personal Data and mitigate potential risks of a security breach. The client acknowledges and accepts that any services provided through the Online Facility involve transmissions over the internet and that such transmissions are therefore subject to the internet's inherent risks. Whilst we acknowledge our responsibility to take reasonable security precautions, you also acknowledge and accept that, as with any network, you may also be exposed to unauthorised programs transmitted by third parties, electronic trespassing and/or the failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information. Although our, our Associates' and our Service Providers' privacy and security features are designed to reduce these risks, we cannot guarantee their elimination. You therefore acknowledge that no transmission via the Online Facility shall be guaranteed to be confidential and that we shall not be responsible or liable to you for any breach of confidence arising as a result of such event.
- 8.2. EBC will take appropriate measures to protect the security of your Personal Data and where necessary we will enter into additional agreements in order to ensure compliance with the GDPR and other Applicable Data Protection Law.
- 8.3. EBC train our employees and provide internal educational trainings to the employees handling Personal Data to respect the confidentiality of customer information and the privacy of individuals. Furthermore, EBC implemented procedures to safeguard Personal Data where employees are only given access to the Client's Personal Data if it is necessary to perform EBC's obligation under the Client Agreement.
- 8.4. The Client acknowledges that EBC cannot guarantee on the absolute protection and security of the Personal Data. The Client acknowledges that EBC shall not be liable for any malicious and fraudulent acts committed by third party beyond EBC's control provided that EBC has taken all reasonable commercial standard of care and has not been negligent in safeguarding the Client's Personal Data.

9. CLIENT'S RIGHT

- 9.1. Under GDPR, the Client retains the right to:
 - 9.1.1. access the Client's Personal Data and inquire EBC whether the Personal Data is being processed;
 - 9.1.2. rectify or amend the Client's Personal Data;
 - 9.1.3. restrict the processing of Personal Data;
 - 9.1.4. object against Personal Data processing for direct marketing purposes; or
 - 9.1.5. demand EBC to delete and erase the Client's Personal Data.

10. CONTACT

10.1. Any queries in relation to our privacy practice, please reach us via the following channels:

Email: cs@ebc.com

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