



PRIVACY POLICY

1. Introduction

- 1.1 This Privacy Policy (“Policy”) ensures that the user and/or Client of CGTrade’s website shall enjoy privacy and that no documents and/or information relating to them shall be shared with any third party.
- 1.2 Any personal data that may be shared on this website including but not limited to contact details, background information, financial data and other information upon the request of CGTrade shall be collected, processed and/or used by CGTrade primarily in connection with the provision of the services offered on this website and to process any orders that may have placed on this website.
- 1.3 The Client will be providing CGTrade with personal data within the meaning of EU General Data Protection Regulation 2016/679 (“Personal Data”). The Personal Data shall be processed by CGTrade in accordance with the Client Agreement and this Privacy Policy available on CGTrade’s website.
- 1.4 The Client shall be deemed to accept the terms of the Privacy Policy when the Client is using CGTrade’s trading services.

2. Definitions

- 2.1 Throughout this Privacy Policy, unless the context otherwise requires, the following words and expressions shall bear the following meanings:
 - (a) “CGTrade” is a brand name jointly operated by:
 - (i) Cgtrade Limited (Company No. 25355 BC 2019) with the registered address at Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines; and
 - (ii) CGTrade (Mauritius) Limited (Company No. 166217) with the registered address at C/O ABC Global Management Services Ltd 3rd Floor Standard Chartered Tower Cybercity, Ebene, Mauritius.
 - (b) “GDPR” means the EU General Data Protection Regulation 2016/679; and
 - (c) “Personal Data” means personal data within the meaning of EU General Data Protection Regulation 2016/679.

3. Lists Of Personal Data

- 3.1 If the Client is an actual or potential customer, Personal Data collected by CGTrade includes but not limited to the following:
 - (a) name, address and contact details;
 - (b) date of birth, place of birth, gender, citizenship;
 - (c) identity verification documents;
 - (d) information related to the Client’s profession and employment;

- (e) information about the Client's income and wealth;
- (f) transaction data or trading performance data;
- (g) any other information customarily used to identify you and about your trading experience which is relevant to us providing our services to you.

3.2 Cookies are enabled on CGTrade's website.

4. Disclosure of Personal Data

4.1 CGTrade may share Personal Data:

- (a) to CGTrade's subsidiaries and/or related companies in relation to the provision of products or services;
- (b) to any government agencies, statutory authorities and/or industry regulators to whom we are legally compelled to disclose such Personal Data;
- (c) to comply with any legal and/or court orders obligations;
- (d) to relevant authorities to prevent or detect crimes;
- (e) to data processes who are third parties who CGTrade 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;
- (f) CGTrade's auditors, consultants, accountants or other financial or professional advisers; or
- (g) when the Client's consent is given.

5. Reasons For Collecting Personal Data

5.1 CGTrade shall process the Personal Data:

- (a) to provide services and products, as provided in the Client Agreement;
- (b) to comply with legal obligations which we are subject to, e.g. statutory requirements on anti-money laundering and other legal and regulatory compliance;
- (c) to protect legitimate interests;
- (d) to assess the Client's appropriateness in using our products and services;
- (e) to manage the Client's account; and
- (f) to provide information about our products and services or other marketing purposes;

- (g) for data analysis or record-keeping purposes.

6. Transfer of Personal Data

- 6.1 In compliance with the GDPR, CGTrade shall not transfer any Personal Data outside the European Economic Area unless:
- (a) it is necessary to meet any legal or regulatory requirements relating to the provision of products and services to customers;
 - (b) it is necessary to perform CGTrade's contractual obligations under the Client Agreement; or
 - (c) the Client has given such consent.
- 6.2 CGTrade shall take reasonable steps in ensuring that any transfer of Personal Data outside the European Economic Area is lawful and that there are appropriate security arrangements. We shall ensure that the processors in such countries comply with the European data protection laws or other countries' laws which are comparable to the safeguard of European data protection laws.

7. Security Of Personal Data

- 7.1 All reasonable measures shall be taken to protect the Personal Data from any loss, misuse, modification, unauthorized or accidental access and disclosure, alteration or destruction.
- 7.2 Whilst every reasonable precaution shall be taken to protect all Personal Data in terms of protection of Personal Data transmitted and shared online via the internet, such data transmission cannot be guaranteed to be secure and any sharing of Personal Data in this way shall be done at the Client's risk.
- 7.2 CGTrade train our employees strictly in handling Personal Data. Employees are only given access to the Client's Personal Data if it is necessary to perform CGTrade's obligation under the Client Agreement.

8. Period Of Retention

- 8.1 Any Personal Data shall be retained as long as it is considered necessary for the fulfillment of the purposes listed in Clause 5 or to satisfy any legal, regulatory and/or accounting requirement or to protect our interests.
- 8.2 The Client acknowledges that CGTrade will 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 CGTrade.

9. Client's Right

- 9.1 Under GDPR, the Client retains the right to:
- (a) access the Client's Personal Data;
 - (b) rectify or amend the Client's Personal Data;

- (c) restrict the processing of Personal Data;
- (d) object against Personal Data processing for direct marketing purposes; or
- (e) demand CGTrade to delete and erase the Client's Personal Data.

10. Miscellaneous

- 10.1 This privacy statement and anything related to it shall be governed by the laws of the Republic of Mauritius.
- 10.2 This Privacy Policy may be updated from time to 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 CGTrade's website.
- 10.3 The official language of this Privacy Policy shall be English. 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.

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