



**SQUARED**DIRECT

**PRIVACY POLICY**  
**07 MARCH 2019**

**SQUARED**DIRECT  
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# PRIVACY POLICY

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## 1. General

- 1.1. This Privacy Policy is applicable to Squared Financial (CY) Limited's (ex. Aspide Financial Limited, hereinafter the "Company", "we", "our" or "us") website, [www.SquaredDirect.com](http://www.SquaredDirect.com) (the "Website") and Squared Currency Converter mobile application (the "SCC mobile app").
- 1.2. In this Privacy Policy we explain how we collect and use your personal information that we obtain when you use the Company's services, visit or use our website or mobile application or otherwise interact with us, how we share your information and the steps we take to protect your information.
- 1.3. This Privacy Policy is incorporated into, and subject to, the Company's [Client Agreement](#) and [Terms of Use](#).

## 2. Our Commitment to You

- 2.1. We understand the importance of maintaining the confidentiality and privacy of Your Personal Data. 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 Personal Data.

## 3. Collection of Information

- 3.1. By using or navigating the Website, the SCC mobile app or any product or service (including the Daily Technical Analysis and email newsletter) you acknowledge that you have read, understand and agree to be bound by this Privacy Policy. You should not provide us with any of your information if you do not agree with the terms of this Privacy Policy.
- 3.2. If you decide to apply to open an account with us and hence become our Client there is certain information that we will require from you in order to do so.
- 3.3. We may collect Your Personal Data directly from you (in your completed Account Opening Application 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.
- 3.4. We may also collect Your Personal Data in regards to your use of our website(s), such as pages visited, frequency, duration of visit and trading activities.
- 3.5. 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 Regulations.

## 4. Use of the Information

- 4.1. We collect, use, disclose, transfer and store Your Personal Data when required to provide our services and for our operational and business purposes as described in this Policy.
- 4.2. 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 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.

4.3. We may also collect and process non-personal, anonymised data for statistical purposes and analysis and to help us provided better services.

## 5. Personal Data collected on Account Registration

5.1. When you register for an account with the Company, we require you to provide your first and last name, email address, your residential address, phone number, date of birth, details about your financial and tax status, copy of your photo-ID, such as passport, driving license or national ID, a copy of a recent utility bill/bank statement (or similar) as evidence of your residential address and credit card or bank details. The aforementioned data is used to verify your identity and to set up and administer your SquaredDirect account, provide technical and customer support and training and send you important account subscription and service data.

5.2. If it is necessary to use your personal data for any other service you may request whilst using SquaredDirect services, we'll tell you how we will use your personal data at the time (probably, with a pop up or email notice) and if there are any additional terms and conditions which will apply. You will be asked to confirm you agree to these additional terms and conditions before your application can proceed.

5.3. We may send you information by SMS, push notification, email or in-app notification about our products, services and offers we think would be of interest to you.

5.4. If you receive email communications from us about the market or your activity on the platform and don't want to in the future, please use the unsubscribe link within the email and we will stop sending you this information via email. Alternatively, when you are logged into your account you can manage your preferences by going to the "Notifications Settings" tab and selecting the type of notification you would like to receive (email, SMS, push notification, none, etc). You can change these preferences at any time.

5.5. You are able able to review and amend your other marketing preference by going to the "Privacy Settings" under the "My Profile" tab on the SquaredDirect Lounge.

## 6. Trading Activity on SquaredDirect platform

6.1. In order to meet with our internal compliance and regulatory obligations, we monitor your trading activity such as, the frequency of your trading and number of trades, your monetary activity such as number of deposits and/or withdrawals, payment methods used, your device information and IP address.

## 7. Personalisation of Information

7.1. We collect and use personal data, such as your location, trading history and alike to deliver tailored content such as news, research, reports and business information and to personalise your experience with SquaredDirect services.

## 8. Contacting You

8.1. 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.

8.2. If you agree, we or any of our Affiliates of the Company 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.

8.3. When contacting us, you may be requested to provide some personal data, like your name, email address and residential address in order to verify your identity and respond to your query.

## 9. Retention & Disclosure of Personal Data

9.1. Under the Agreement between us, we have the right to retain and disclose Your Personal Data (including recordings and documents of a confidential nature, card details) in certain circumstances and as we believe to be necessary or appropriate. According to the Agreement between us, Your Personal Data may be retained and disclosed:

- (a) In order to comply with our obligations deriving from the applicable law and regulations, which may include laws and regulations outside your country of residence;
- (b) where required by law or a court order by a competent Court;
- (c) where requested by our Supervisor (the Cyprus Securities and Exchange Commission) or any other regulatory, public and government authority having control or jurisdiction over us or you or our associates or in whose territory we have Clients or Providers, as applicable;
- (d) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- (e) a Broker so as to execute your Instructions or Orders and for purposes ancillary to the provision of our Services to you as our Client;
- (f) to carry out anti-money laundering, sanctions or Know Your Customer checks as required by applicable laws and regulations;
- (g) 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;

- (h) 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;
- (i) 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;
- (j) to data reporting service providers;
- (k) 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;
- (l) to market research call centres that provide telephone or email surveys with the purpose to improve our Services or activities, but only contact details;
- (m) 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;
- (n) at your request or with your consent;
- (o) to our Affiliates;
- (p) 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.

9.2. The Company may also be required to use and retain personal data after you have closed your SquaredDirect account for legal, regulatory and compliance purposes, such as the prevention, detection or investigation of a crime; loss; prevention; or fraud prevention.

## 10. Safeguard Measures

10.1. Your Information is stored on secure servers.

10.2. 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. All Company's employees and/or partners who have access to, or associated with the processing of your Information, are contractually obliged to respect the confidentiality of your Information and abide by the privacy standards we have established.

10.3. 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 five 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.

10.4. 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.

## 11. International transfers of Personal Data

11.1. Your Personal Data may be sent. Stored and/or used in a country outside the European Economic Areas (EEA) which may not offer the same level of protection as the EEA. When you register for an account and give us your Personal data, you agree to us doing this.

11.2. We will take all steps reasonably necessary to ensure that your personal data is kept secure and protected in accordance with our legal obligations and standards. If this is not possible, for example because we are required by law to disclose data, we will ensure that the sharing of the data is lawful. To receive copies of our standards and safeguards for international transfers please contact us.

## 12. Change of Information

12.1. 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 [info@SquaredDirect.com](mailto:info@SquaredDirect.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.

## 13. Right of Access

13.1. You have the right to obtain a copy of any personal information which we hold about you and to advise us of any perceived inaccuracy.

13.2. To make a request, please contact us, verifying your identity and specifying what information you require. We will respond to requests for personal data and, where applicable, will correct, amend or delete your personal data.

13.3. You may contact through our "[Help Centre](#)" page.

- **Access to Personal Data:** We will give you access to your personal data (including a copy of the ability for us to send your personal data to another provided) on request, unless any relevant legal requirements prevent us from doing so or other exemptions apply. Before providing access to you, we will ask you to prove your identity and give us sufficient information about your interaction with us so that we can locate any relevant data.

- **Correction and deletion:** You have the right to correct or amend your personal data if it is inaccurate or requires updating. You may also have the right to request us to delete your personal data. If you request that we delete your personal data this will result in the automatic closure of your account and we will remove your personal data from active processing. However, we will be required to maintain your personal data to comply with our legal and regulatory requirements as well in accordance with our internal compliance requirements in relation to maintaining records.
- **Restrict processing:** If you would like to control the use of your information for marketing you may do it via the "Privacy Settings" under the "My Profile" tab on the platform.

13.4. In some other certain circumstances, you can ask us to stop processing your personal data. However, this may result in us being unable to continue to provide you with access to the Platform.

13.5. We reserve the right to charge you a reasonable administrative fee for any manifestly unfounded or excessive requests concerning your access to your personal data, and for any additional copies of the personal data you request from us.

## 14. Data Retention

14.1. We will only retain your personal data for as long as we reasonably require it for legal or business purposes subject to a maximum of five (5) years. In determining data retention periods, we take into account the applicable legal requirements, contractual obligations, and the expectations and requirements of our customers. When we no longer need personal data, we securely delete or destroy it.

## 15. Cookies

15.1. Cookies are small text files placed on your device and are commonly used on the internet. When you use our Website, Platform or SCC Mobile App, we collect information via cookies and similar technologies, including IP address of visitors, browser type and version, time zone setting, browser plug-in types and versions along with operating system and platform.

15.2. Due to their core role of enhancing or enabling usability and site processes, disabling cookies may prevent you from using certain parts of our Website or SCC Mobile App. It will also mean that some features on our Website or SCC Mobile App will not function if you do not allow cookies.

15.3. You can find further details on our [Cookie Policy](#) in order to understand more about the kind of cookies we use and how you can control and delete cookies.

## 16. Questions & Complaints

16.1. If you have any questions or queries regarding this policy, wish to access or change your information or would like to raise a complaint, or if you have any questions about security on our Website, you may contact us through our "[Help Centre](#)" page.



16.2. If you are not satisfied with our response or believe we are not processing your personal data in accordance with the law, you can escalate your complaint to the data protection commissioner in your jurisdiction.

16.3. The Office of the Cyprus Commission for Personal Data Protection is at 1 Iasonos Str. 1082 Nicosia. Further information is available on the Office of the Commission for Personal Data Protection's website at <http://www.dataprotection.gov.cy>.

## 17. General User Data

17.1. Questions about third party sites referred to in the policy can be directed through our "[Help Centre](#)" page.

## 18. Update of this Policy

18.1. This Policy is subject to change without notice. For this reason, you are advised to look for updates from time to time. If we make changes we consider to be important, we will let you know via email or by placing a notice on our website.