

tradesmart



Privacy
Policy



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1. Introduction

1.1 The 'Privacy Policy' is entered by and between **Tradesmart Ltd** (hereinafter referred to as the "Company", "Tradesmart", "us", "we", "our"), incorporated under the laws of Georgia and registered within Georgia, Avtomshenebeli str., N88 (KutaisiHualing Free Industrial Zone), Kutaisi, with Free Industrial Zone License No. 0110/532, operating under the name "**TRADESMART**" and the Client.

1.2. This privacy policy applies to existing and potential clients, clients who have terminated their contractual relationship with the Company, as well as to any visitors of the company's website and all its related sub-domains and mobile applications (hereinafter referred to as the "Platforms") that are registered and operated by Tradesmart Ltd.

1.3. The Company outlines in the Privacy Policy (herein the "Policy") how the Company collects, maintains, uses and discloses personal information of the Client.

1.4. The Company is committed to protecting the privacy of all Clients 'Personal Data' which it processes, including information obtained during your visits on this website.

1.5. For the purposes of this Policy, references to "Personal Data" shall mean data which identifies Clients, and which may include, among other, a Client's name, address, identification number, telephone number and date of birth.

2. Collection of Personal Data

2.1. Tradesmart will only collect data in accordance with worldwide data protection standards and practices. We only collect and use personal data of our users insofar as this is necessary to provide a functional website as well as our content and services.

To open an account with the Company, you must submit the application form, along with any required documents including private information. By submitting the application form you are requested to provide private information to enable the Company to evaluate your application and comply with Laws and Regulations governing the provision of financial services. This information, which is also used for communication purposes on behalf of the Company, include, inter alia, the following:

1. Personal identifiable information such as name, address, telephone number and/or e-mail address.
2. Financial details such as estimated annual income and net worth, trading experience and investment knowledge.
3. Verification Documents such as passport and ID, utility bills, and/or bank statements or your company information certificate/details.
4. Details of visitors visits to the company's website and clients' sessions through the Company's platforms collected through cookies such IP and domain name, such as Information about the browser type and version used, the user's operating system, the user's Internet service provider, date and time of access, websites from which the user's system reaches our website, websites accessed by the user's system through our website, country and language settings of the browser (control page)
5. Data about marketing preferences to deliver tailored content.

2.2. If your personally identifiable information changes, you must inform us by emailing our Customer Support at support@tradesmart.com.

2.3. We do not knowingly or specifically request to collect personal information from any person under the age of eighteen as Company's services and products are not offered to persons under eighteen years of age. In case of unintentionally

collection of such data the Company shall delete such information as soon as we get notified or be aware of it.

2.4. The Client shall be responsible to properly hide any specific personal details according to Tradesmart compliance procedures, while, for instance, providing verification documents.

3. Use of Personal Data

The Company collects and processes Personal Data which are required for the evaluation, establishment and maintenance of the contractual relationship between the Company and the Client and in order to comply with the Policy governing the provision of financial services. In some cases, the Company may also process the Client's Personal Data to pursue its legitimate interests or those of third parties, provided that the Clients' interests and fundamental rights are not overridden by those of the Company or the third party.

Specifically, the Client's Personal Data will most commonly be used in the following circumstances:

(a) **For the performance of a contract:** Where the Company needs to perform the contract, it has entered with the Client or in order to take certain steps prior to entering into a contract with the Client Processing is necessary for the Company in order to provide the Client with its products and services, and more specifically in order:

- To verify the Client's identity and carry out any required credit checks;
- To ensure that the Client meets the suitability requirements to use the Company's products and services;
- To manage the account the Client holds with the Company;
- To process the Client's transactions; and

- To send to the Client any information about transactions/post-transactions services.

If the Client does not provide the requested Personal Data, the Company may be unable to offer the Client with its products and/or services.

(b) For compliance with a legal obligation:

As an investment firm, the Company is required to comply with certain legal and regulatory obligations which may involve the processing of Personal Data. Such obligations and requirements impose on the Company necessary data processing activities for identify verifications, compliance with court orders, tax law or other reporting obligations and anti-money laundering controls.

(c) For the purpose of safeguarding legitimate interests:

More specifically, the Company may process the Personal Data for the following purposes:

- To enhance the security of the Company's network and information systems;
- To identify, prevent and investigate fraud and other unlawful activities, unauthorised transactions and other liabilities and manage risk exposure;
- To maintain its accounts and records;
- To manage its business operations and comply with internal policies and procedures;
- To defend, investigate or prosecute legal claims;
- To receive professional advice (such as legal advice), and
- For the analysis of statistical data which helps the Company in providing its Clients with better products and services in the future.

It should be noted that the Company anonymises and aggregates such data so that they do not directly or indirectly reveal the Clients' identities. The Company

may provide this statistical data to third parties solely for statistical purposes and in an effort to improve the Company's marketing campaign.

(d) **Individuals have provided their consent**

- The Company will ask for the Client's consent when the Company wishes to provide marketing information to its Clients in relation to its products or services which may be of interest to the Client.

The Client may withdraw such consent at any time. This right doesn't affect the lawfulness of processing that was based on that consent before its withdrawal.

4. Cookies

4.1. The Company uses cookies on its website(s). A cookie is a small text file that is stored on a user's computer for record-keeping purposes.

4.2. The Company does link the information that it stores in cookies to any Personal Data the Client submits while accessing the Company's website(s).

4.3. The Company uses both session ID cookies and persistent cookies. A session ID cookie does not expire when the Client closes his browser. A persistent cookie remains on the Client's hard drive for an extended period of time.

4.4. The Company sets a persistent cookie for statistical purposes. Persistent cookies also enable the Company to track and target the location and the interests of its users and to enhance the experience of its services on the Company's website(s). The Client can remove persistent cookies by following directions provided in his Internet browser's "help" file.

4.5. If the Client rejects cookies, he may still use the Company's website(s), but the Client will not be able to use mySmart portal and submit his online application form.

4.6. Some of the Company's business partners use cookies on the Company's website(s). The Company has no access to, or control over these cookies.

4.7. Cookies Analysis

Below we provide the details of the cookies used and the options for further reading and opt out.

4.7.1. Tradesmart Cookies

Tradesmart's persistent and session cookies are used to support our visitors and clients browsing experience.

4.7.2. Third Party Cookies

Cookies by third-party providers are used on our websites to enable tools and services to our visitors and clients and support our internal analytical and marketing activities. The Company has no access to, or control over these cookies therefore will not be liable for misuse or loss of Personal Data resulting from cookies on the Company's website(s) that the Company does not have access to or control over.

4.8. The Client or visitor of the Company's website acknowledges that he can control and manage the above cookies through his web browser security and privacy settings.

5. Links to other websites

5.1. The Company's website contains or may contain links to other websites or social media platforms of interest. However, once you have used these links to leave the Company's website, you should note that the Company does not have any control over those other websites and cannot be held responsible for the protection and privacy of any information which you provide whilst visiting. Such

third-party sites and such sites are not governed by this Policy. You should exercise caution and look at the privacy statement applicable to the website in question.

5.2. The Company will not be liable for the unlawful or unauthorized use of the Client's Personal Data due to misuse and/or malicious use and/or negligence and/or misplacement of the Client's passwords either by him/her or any third party.

6. Client Records Retention Periods

Under the applicable laws and regulations, the Company is required to keep records containing Client Personal Data, trading information, account opening documents, communications and anything else which relates to the Client after the execution of each transaction and/or for 5 (five) years of the termination of the business relationship.

7. Sharing and Disclosure of Personal Data

7.1. In the course of the performance of the Company's contractual and statutory obligations, the Client's Personal Data may be disclosed to third parties. Most of such third parties enter into contractual arrangements with the Company by which they observe data protection and confidentiality.

7.2. The Company reserves the right to disclose your personally identifiable information as required by law and when the Company believes that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on our Web site.

7.3. The Company will not be liable for misuse or loss of personal information resulting from cookies on the Company's website(s) that the Company does not

have access to or control over. The Company will not be liable for unlawful or unauthorized use of your personal information due to misuse or misplacement of your passwords, negligent or malicious, however contacted.

7.4. The Company does not collect, store or process any personal credit or debit card information. All payment transactions are processed through payment services providers.

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

- a. where required by law or a competent Court;
- b. where requested by 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 relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- d. to execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;
- e. to credit reference and fraud prevention agencies, third authentication service providers and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;

- f. to the Company's 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;
- g. 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;
- h. to data reporting service providers;
- i. 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;
- j. to market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company;
- k. where necessary in order for the Company to defend or exercise its legal rights;
- l. at the Client's request or with the Client's consent;
- m. to an Affiliate of the Company.

8. Business Transfers Legal Requirements

8.1. If the Company is involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of company assets, or transition of service to another provider, Client's Personal Data and other information may be transferred to a successor or affiliate as part of that transaction along with other assets.

9. Marketing Communications – Services Subscriptions

Preferences

9.1. The Company may process Personal Data to tell its Clients about products, services and offers that may be of interest to the Client. The Company may only process such Personal Data if it has obtained the Client's explicit consent to do so.

9.2. If the Client no longer wishes to receive any promotional communications, he may opt-out of receiving them by following the instructions included in each communication or by updating his email subscription preferences within the mySmart Portal.

10. Personal Data Rights

10.1. Clients have the following rights in relation to their Personal Data:

(a) **Right of access:** The Client has the right to be informed whether the Company is processing his/her Personal Data, and if so, to provide the Client with a copy of that Personal Data.

(b) **Right to rectification:** The Client is entitled to request that the Company corrects or completes his/her Personal Data if it is incorrect or incomplete. The Company shall make the correction without undue delay.

(c) **Right to erasure:** This enables the Client to ask the Company to erase or remove the Client's Personal Data under certain circumstances, without delay such as in the following cases:

- The personal data concerning the Client are no longer necessary for the purposes for which they were collected or otherwise processed.
- The Client revokes his/her consent and there is no other legal basis for the processing.

The Client files an objection against the processing and there are no overriding legitimate reasons for the processing.

(d) **Right to restrict processing:** This enables the Client to ask the Company to restrict the processing of the Client's Personal Data if:

- if the Client disputes the accuracy of the personal data concerning him/her;
- the processing is unlawful and the Client refuses to delete the personal data and instead requests that the use of the personal data be restricted;
- the Company no longer needs the personal data for the purposes of the processing, but the Client wants the Company to keep it for use in possible legal claims;
- the Client has already objected the Company to stop using his Personal Data but he is waiting for the Company to confirm if it has legitimate grounds to use such Personal Data.

(e) **Right to data transferability:** The Client has the right to obtain his/her Personal Data provided to the Company in a structured, commonly used and machine-readable format.

(f) **Right to object:** The Client may ask the Company at any time to stop processing his/her Personal Data, on grounds relating to his/her particular situation, and the Company will do so:

- If the Company is relying on a legitimate interest to process the Client's Personal Data and the Company cannot demonstrate compelling legitimate grounds for the processing, or
- If the Company is processing Client's Personal Data for direct marketing.

(g) **Rights in relation to automated decision-making and profiling:** The Client has the right to be free from decisions based solely on automated

processing of his/her Personal Data, including profiling, that affect him/her, unless such profiling is necessary for entering into, or the performance of, a contract between Client and the Company or the Client provides explicit consent.

(h) **Right to withdraw consent:** If the Company relies on the Client's consent to process his/her Personal Data, the Client has the right to withdraw that consent at any time. Revoking his/her consent will not affect the legality of any processing that took place before the revocation.

(i) **Right to lodge a complaint with a supervisory authority:** If the Client has a concern about the Company's privacy practices, including the way in which the Company handled his/her Personal Data, the Client can report it to the relevant data protection authority.

To exercise any of the above rights, the Client may contact the Company at support@tradesmart.com.

11. Confidentiality and Security of Personal Data

11.1. Personal Data which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than those specified in this Policy.

11.2. Any Personal Data that the Client provides to the Company will be treated as confidential.

11.3. Such Personal Data will not be disclosed to any other third party except if such disclosure is required under any regulatory or legal proceedings.

11.4. The Personal Data that the Client provides in connection with registering as a user of the website(s) or for the Services is classified as Registration Information. The Company offers high protection of the Registration Information

provided by the Client. The Client can access his Registration Information through a password selected by him which is encrypted and known only to the Client. The Client must be careful and protect his password from any third parties. Registration Information is safely stored on secure servers that only authorized personnel have access to via password. The Company encrypts all Personal Data as it is transferred to the Company and thus makes all necessary effort to prevent unauthorized parties from viewing any such information.

11.5. Personal Data provided to the Company that is not Registration Information also resides on secure servers and is again accessible only to authorized personnel via password. This information is not accessible by the Client; therefore, no password is provided to view or modify this information.

12. Amendments to this Policy

12.1. The Company reserves the right to review and amend this Policy from time to time for any reason and notify the Clients of any such amendments accordingly by posting an updated version of this Policy on the Company's website(s). The Company will notify you about any material changes to this Policy by placing a notice on its website or by communicating with you directly.

12.2. The Client is responsible for regularly reviewing the Policy and any amendments thereof.

Enquiries and Contact Details

For any general enquiries regarding this Policy and/ or any requests in regard to personal data rights and/ or questions about how the Company processes Client's Personal Data, please contact us at support@tradesmart.com.