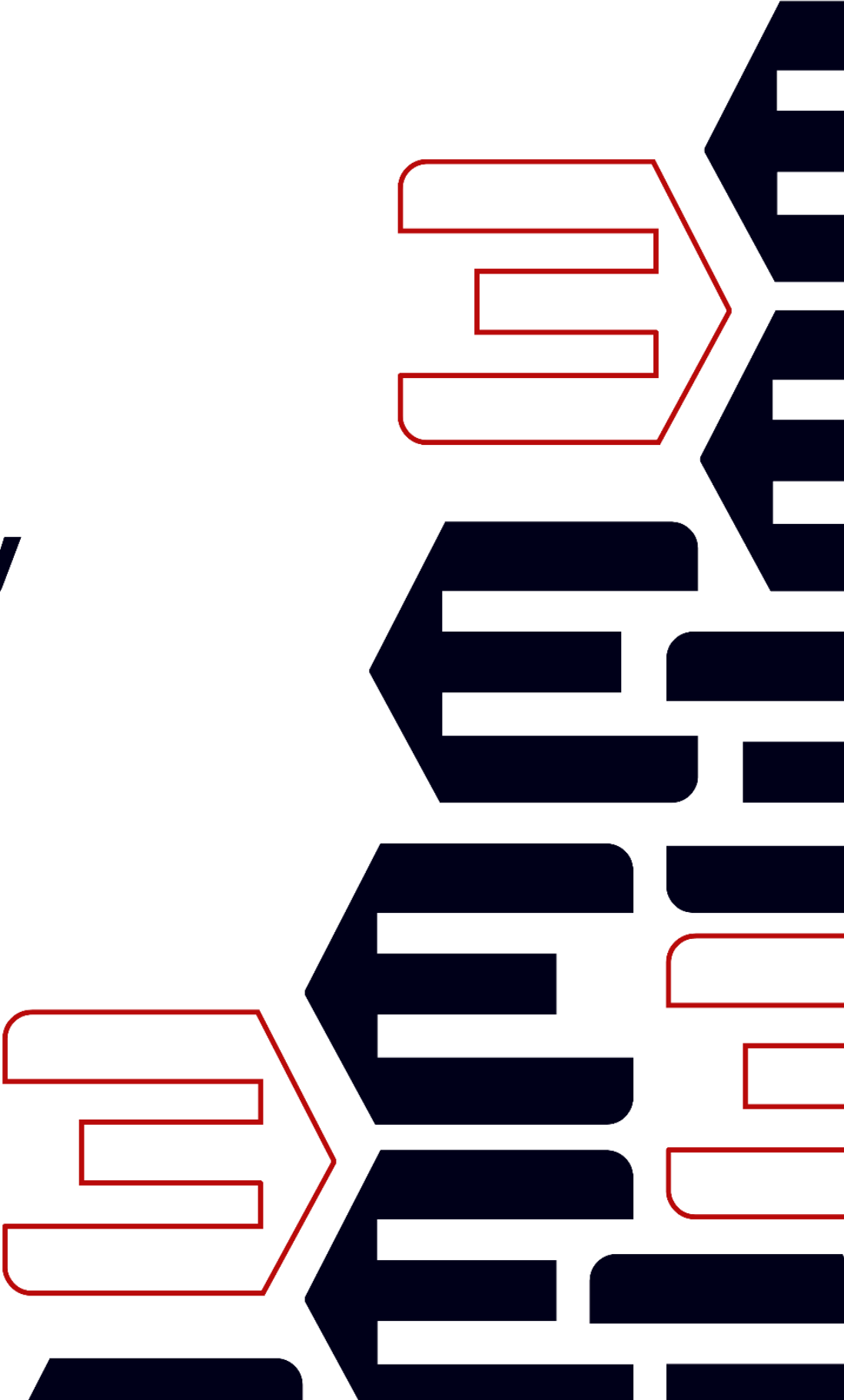




# Privacy Policy





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## 1. Introduction

1.1. This Privacy Policy (the "Policy") is entered into by and between Exeprime Limited (hereinafter referred to as the "Company", "Exeprime", "we", "us", or "our"), a company duly incorporated under the laws of Saint Lucia, with registration number 2023-00182, and having its registered office at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia, and the Client (hereinafter referred to as the "Client" or "you").

1.2. This Privacy Policy applies to all current and prospective Clients, Clients who have terminated their contractual relationship with the Company, as well as to any visitors of the Company's website, including all associated sub-domains and mobile applications (collectively referred to as the "Platforms"), all of which are owned and operated by Exeprime Limited.

1.3. In this Policy, the Company sets forth how it collects, stores, uses, and discloses the personal information of the Client in accordance with applicable data protection laws and regulations.

1.4. The Company is fully committed to safeguarding the privacy and confidentiality of all Personal Data of its Clients, including any information obtained during visits to the Platforms or through the use of its services.

1.5. For the purposes of this Privacy Policy, "Personal Data" refers to any data that can be used to identify a Client, which may include, but is not limited to, the Client's name, address, identification number, telephone number, email address, and date of birth.



## 2. Collection of Personal Data

2.1. Exeprime is committed to collecting personal data in accordance with global data protection standards and best practices. The Company collects and processes personal data only to the extent necessary to provide a functional website, deliver our services, and maintain effective communication with our clients.

To open an account with Exeprime, you are required to submit an application form along with supporting documentation, which may include private personal information. By submitting the application form, you consent to provide such personal data for the purpose of evaluating your application and ensuring compliance with applicable laws and regulations governing the provision of financial services. This information will be used for operational, regulatory, and communication purposes on behalf of Exeprime. The types of personal data collected include, but are not limited to, the following:

- 1. Personally Identifiable Information:** This includes your name, address, telephone number, and email address.
- 2. Financial Information:** This includes details about your estimated annual income, net worth, trading experience, and investment knowledge.
- 3. Verification Documents:** These documents may include your passport, government-issued ID, utility bills, bank statements, or company information such as certificates and business registration details.
- 4. Website and Platform Usage Data:** Information about your visits to the Company's website and your session data across the Platforms, including



cookies. This data may include your IP address, domain name, browser type and version, operating system, internet service provider, date and time of access, referring websites, websites accessed through our website, country, and language settings of your browser.

**5. Marketing Preferences:** Data related to your preferences for marketing communications, enabling the Company to deliver tailored content and offers.

2.2. If any of your personally identifiable information changes, you are required to inform us promptly by emailing our Customer Support team at [support@exeprime.com](mailto:support@exeprime.com).

2.3. Exeprime does not knowingly collect or request personal information from individuals under the age of eighteen (18), as our services and products are not intended for minors. If we unintentionally collect such data, the Company will promptly delete the information as soon as we are notified or become aware of it.

2.4. It is the responsibility of the Client to ensure that any personal details are appropriately concealed according to Exeprime's compliance procedures when providing verification documents or other sensitive information.

2.5. We use Google reCAPTCHA to protect our website from spam and abuse. When you submit a form, reCAPTCHA may collect certain information (such as your IP address and browser data) to verify that you are not a bot. This data is processed on our behalf and is used only for security and fraud prevention purposes.



### 3. Use of Personal Data

The Company collects and processes Personal Data that is essential for evaluating, establishing, and maintaining the contractual relationship between Exeprime and the Client. This processing is also necessary to ensure compliance with the policies governing the provision of financial services. In some instances, Exeprime may process the Client's Personal Data to pursue its legitimate interests or those of third parties, provided that such interests do not outweigh the Client's rights and fundamental freedoms.

Specifically, the Client's Personal Data will most commonly be processed in the following scenarios:

**(a) For the performance of a contract:** Exeprime needs to process Personal Data in order to fulfill the contract entered into with the Client, or to take preparatory steps before entering into a contract with the Client. The processing is necessary to provide the Client with Exeprime's products and services, and more specifically, it will be used to:

- Verify the Client's identity and conduct any necessary credit checks;
- Ensure that the Client meets the suitability requirements to access Exeprime's products and services;
- Manage the Client's account with Exeprime;
- Process the Client's transactions;
- Provide the Client with information regarding transactions and post-transaction services.



If the Client does not provide the required Personal Data, Exeprime may not be able to offer the Client its products and/or services.

**(b) For compliance with legal obligations:** As an investment firm, Exeprime is subject to various legal and regulatory obligations that may require the processing of Personal Data. These obligations necessitate data processing for activities such as identity verification, compliance with court orders, tax law or other reporting requirements, and anti-money laundering controls.

**(c) For the purpose of safeguarding legitimate interests:** Exeprime may process the Personal Data for various legitimate purposes, including but not limited to:

- Enhancing the security of Exeprime's network and information systems;
- Detecting, preventing, and investigating fraud, unlawful activities, unauthorized transactions, and other liabilities, as well as managing risk exposure;
- Maintaining Exeprime's accounts and records;
- Managing business operations and adhering to internal policies and procedures;
- Defending, investigating, or prosecuting legal claims;
- Receiving professional advice, such as legal counsel;
- Analyzing statistical data to improve Exeprime's products and services in the future.



Exeprime ensures that any statistical data collected is anonymized and aggregated, so it does not directly or indirectly identify the Client. Such data may be shared with third parties solely for statistical purposes and to improve Exeprime's marketing strategies.

**(d) When consent has been provided by the individual:** Exeprime will request the Client's consent when the Company intends to send marketing communications regarding its products or services that may be of interest to the Client. The Client may withdraw their consent at any time. However, such withdrawal will not affect the lawfulness of the processing based on consent before its withdrawal.

By processing the Client's Personal Data in these ways, Exeprime ensures that all necessary legal obligations are fulfilled while maintaining the confidentiality and security of the Client's personal information.

## **4. Cookies**

### **4.1. Use of Cookies:**

Exeprime uses cookies on its websites to enhance the user experience. A cookie is a small text file that is stored on the user's device for record-keeping purposes, improving the functionality and experience of the website.



#### **4.2. Linking Information to Personal Data:**

Exeprime does not link the information stored in cookies to any Personal Data submitted by the Client while accessing the Company's websites, unless explicitly stated.

#### **4.3. Types of Cookies:**

Exeprime uses both session cookies and persistent cookies. A session cookie is temporary and expires once the Client closes their browser, while a persistent cookie remains on the Client's device for a set period of time, even after the browser is closed.

#### **4.4. Use of Persistent Cookies:**

Exeprime sets persistent cookies for statistical purposes and to improve the user experience. These cookies allow the Company to track user interests and locations, helping us personalize and enhance the services provided through the website. The Client may delete persistent cookies at any time by following the instructions in the "help" section of their internet browser.

#### **4.5. Rejection of Cookies:**

If the Client chooses to reject cookies, they may still access the Company's websites, but they will not be able to use certain services, such as the client portal or submit online application forms, which require cookie functionality.



#### **4.6. Third-Party Cookies:**

Some of Exeprime's business partners may use cookies on the Company's websites. Exeprime does not have access to, nor control over, these third-party cookies and is not liable for any misuse or loss of Personal Data that may result from cookies placed by these third-party providers.

#### **4.7. Cookies Analysis:**

The following section outlines the different cookies used by Exeprime and how Clients can manage their preferences regarding these cookies:

##### **4.7.1 Exeprime Cookies:**

Exeprime's session and persistent cookies are employed to support the browsing experience of visitors and clients on our website, improving site navigation, user functionality, and overall service efficiency.

##### **4.7.2 Third-Party Cookies:**

Cookies placed by third-party providers are used on Exeprime's websites to offer various tools and services to our users, as well as to facilitate internal analytical and marketing activities. Exeprime does not have access to, nor control over, these cookies, and therefore will not be held liable for any misuse or loss of Personal Data arising from such third-party cookies.

#### **4.8. Cookie Management:**

The Client or any visitor of the Company's websites acknowledges that they have the ability to control and manage the cookies used on the websites through their



web browser's security and privacy settings. Instructions for managing cookies can typically be found in the browser's "help" section, allowing users to opt out of specific cookies or adjust their cookie preferences.

By continuing to use Exeprime's website, the Client or visitor acknowledges their acceptance of this cookie usage and agrees to the collection of data for the purposes outlined above.

## **5. Links to other websites**

### **5.1. Third-Party Links:**

The Exeprime website may contain links to external websites or social media platforms that are of interest to users. However, once you leave the Exeprime website via these links, you acknowledge that Exeprime has no control over these third-party websites. Consequently, Exeprime cannot be held responsible for the protection and privacy of any information you provide while visiting these third-party sites. Such external websites and platforms are not governed by this Privacy Policy. We encourage you to exercise caution and review the privacy policy applicable to each website or platform you visit.

### **5.2. Liability Disclaimer for Misuse of Personal Data:**

Exeprime will not be held liable for any unlawful or unauthorized use of the Client's Personal Data resulting from the misuse, malicious use, negligence, or misplacement of the Client's passwords, whether by the Client themselves or any third party. The Client is responsible for ensuring the confidentiality and security



of their account login credentials, and Exeprime disclaims any responsibility for data breaches or misuse arising from the Client's failure to safeguard their personal access information.

## **6. Client Records Retention Periods**

In compliance with applicable laws and regulations, Exeprime is obligated to retain records that include Client Personal Data, trading information, account opening documentation, communications, and any other materials related to the Client. These records must be maintained following the execution of each transaction and/or for a minimum period of five (5) years following the termination of the business relationship between the Client and the Company. This retention period ensures that Exeprime can fulfill its legal and regulatory obligations, including the ability to respond to inquiries from relevant authorities or assist in investigations when necessary.

## **7. Sharing and Disclosure of Personal Data**

7.1. In the course of fulfilling its contractual and legal obligations, Exeprime may disclose the Client's Personal Data to third parties. These third parties are generally bound by contractual agreements with Exeprime, which require them to adhere to data protection and confidentiality standards.

7.2. Exeprime reserves the right to disclose personally identifiable information when required by law or when it believes that such disclosure is necessary to



protect its rights, comply with legal obligations, or respond to judicial proceedings, court orders, or other legal processes served on Exeprime's website.

7.3. Exeprime shall not be held liable for any misuse or loss of Personal Data caused by third-party cookies on Exeprime's website, over which Exeprime does not have control. Furthermore, the Company is not liable for any unlawful or unauthorized use of your Personal Data resulting from the misuse, negligent handling, or malicious activities regarding passwords, regardless of the cause.

7.4. Exeprime does not collect, store, or process any Personal Credit or Debit Card information. All payment transactions are handled securely by third-party payment service providers, who comply with the relevant regulatory requirements.

7.5. The Client agrees that Exeprime has the right to disclose their information, including but not limited to recordings, confidential documents, card details, and personal information, under the following circumstances:

- a. When required by law or a competent court.
- b. When requested by a regulatory authority with control or jurisdiction over Exeprime, the Client, or their associates, or within the jurisdiction where Exeprime has Clients.
- c. To relevant authorities for the investigation or prevention of fraud, money laundering, or other illegal activities.
- d. To execution venues or third parties as necessary to carry out the Client's instructions or orders, and for related purposes ancillary to the services provided.



- e. To credit reference agencies, fraud prevention services, third-party authentication service providers, and other financial institutions for purposes such as credit checking, fraud prevention, anti-money laundering compliance, and Client identity or due diligence checks. These organizations may verify the information provided by the Client using databases (public or private) available to them, and records of such checks may be retained by Exeprime.
- f. To Exeprime's professional advisors, with the understanding that these professionals will be made aware of the confidential nature of the information and will be bound by the confidentiality obligations outlined in this Agreement.
- g. To third-party service providers who maintain or process databases, manage records, provide email or messaging services, or perform similar functions to assist Exeprime in storing, processing, or communicating with Clients and enhancing the provision of services under this Agreement.
- h. To data reporting service providers for compliance and reporting purposes.
- i. To other service providers for statistical analysis to enhance Exeprime's marketing efforts. In such cases, the data will be provided in an aggregated form to ensure no personal identification.
- j. To market research call centers or survey companies for purposes of improving the services of Exeprime, via telephone or email surveys.



- k. Where necessary for Exeprime to exercise or defend its legal rights.
- l. Upon the Client's request or with the Client's explicit consent.
- m. To an Affiliate of Exeprime as part of their collaborative or associated activities.

These disclosures are necessary for the functioning and improvement of Exeprime's services and to ensure compliance with relevant laws, regulations, and contractual obligations. The Client is encouraged to review these terms and remain aware of how their data may be shared in order to protect their privacy rights.

## **8. Business Transfers Legal Requirements**

If Exeprime is involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of company assets, or the transition of services to another provider, the Client's Personal Data and other relevant information may be transferred to a successor, affiliate, or acquiring entity as part of that transaction, along with other assets of Exeprime. In such cases, the Client's information may be retained and used by the successor entity in accordance with the applicable laws and regulations, and in line with the terms of this Privacy Policy, unless otherwise agreed or required.



## **9. Marketing Communications – Services Subscriptions Preferences**

9.1. Exeprime may process Personal Data to inform its Clients about products, services, and offers that may be of interest to them. However, Exeprime will 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 promotional communications, they may opt-out by following the instructions provided in each communication or by updating their email subscription preferences through the Client Portal.

## **10. Personal Data Rights**

10.1. Clients have the following rights concerning their Personal Data:

(a) **Right of Access:** The Client has the right to know whether Exeprime is processing their Personal Data. If such processing occurs, the Client is entitled to request and receive a copy of their Personal Data held by Exeprime.

(b) **Right to Rectification:** The Client may request that Exeprime correct or complete any inaccurate or incomplete Personal Data. Exeprime shall address such requests without undue delay.

(c) **Right to Erasure:** The Client has the right to request the deletion or removal of their Personal Data under certain conditions, including but not limited to:

- The Personal Data is no longer required for the purposes for which it was originally collected or processed.
- The Client withdraws their consent, and no other legal grounds exist for processing the data.



- The Client objects to the processing, and there are no overriding legitimate grounds for continuing the processing.

**(d) Right to Restrict Processing:** The Client may request that Exeprime restrict the processing of their Personal Data in the following cases:

- The Client disputes the accuracy of the data.
- The processing is unlawful, and the Client prefers to restrict the use of their data instead of deleting it.
- Exeprime no longer requires the data for its processing purposes, but the Client needs it for potential legal claims.
- The Client has objected to the processing, and the Company is reviewing whether it has legitimate grounds to process the data.

**(e) Right to Data Portability:** The Client has the right to obtain their Personal Data in a structured, commonly used, and machine-readable format. The Client can request this data to be transferred to another service provider.

**(f) Right to Object:** The Client may, at any time, object to Exeprime's processing of their Personal Data based on legitimate interests or for direct marketing purposes. If the Client objects, Exeprime will cease processing unless it can demonstrate compelling legitimate grounds for the processing, or the processing is for the establishment, exercise, or defense of legal claims.

**(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 their Personal Data, including profiling, that significantly affect them, unless such



profiling is necessary for the performance of a contract or the Client has provided explicit consent.

(h) **Right to Withdraw Consent:** If Exeprime relies on the Client's consent for processing their Personal Data, the Client has the right to withdraw that consent at any time. The withdrawal will not affect the lawfulness of processing based on consent before the withdrawal.

(i) **Right to Lodge a Complaint:** If the Client has concerns about how Exeprime handles their Personal Data, including the privacy practices related to their data, the Client has the right to lodge a complaint with the relevant data protection authority.

To exercise any of the above rights, the Client may contact Exeprime at [support@exeprime.com](mailto:support@exeprime.com).

## **11. Confidentiality and Security of Personal Data**

11.1. Personal Data held by Exeprime is regarded as confidential and will only be used for purposes outlined in this Privacy Policy. The Company ensures the protection and confidentiality of the Client's personal information at all times, complying with the applicable data protection laws.

11.2. All Personal Data provided by the Client to Exeprime will be handled with the utmost confidentiality, ensuring that it is safeguarded against unauthorized access, loss, or misuse.



11.3. Exeprime will not disclose Personal Data to third parties, except when required to do so by law, regulation, or in connection with any legal or regulatory proceedings. Disclosure may occur where such information is necessary to fulfill the Company's legal obligations or in response to requests from authorities.

11.4. The Personal Data provided by the Client during the registration process on Exeprime's website(s) or for the Company's services is classified as "Registration Information". Exeprime offers strong protection for the Registration Information provided by the Client. The Client's Registration Information is protected by an encrypted password, which is known solely to the Client. The Client is responsible for keeping this password confidential and preventing unauthorized access by third parties. Registration Information is securely stored on Exeprime's servers, which are protected by advanced security measures. Only authorized personnel with proper credentials are permitted to access this data.

11.5. Personal Data that is not categorized as Registration Information will also be stored on secure servers and is protected in a similar manner. This data can only be accessed by authorized personnel, and it is not available for direct access or modification by the Client. Therefore, no password is provided for the Client to view or modify this specific type of Personal Data. Exeprime takes all reasonable steps to ensure the privacy and security of the Client's information.



## **12. Amendments to this Policy**

12.1. Exeprime reserves the right to periodically review and amend this Privacy Policy for any reason. Any such amendments will be communicated to Clients by posting an updated version of this Policy on Exeprime's website(s). Should there be any material changes to this Policy, Exeprime will notify Clients by displaying a notice on the website or through direct communication.

12.2. The Client is responsible for regularly reviewing the Privacy Policy, including any amendments or updates, to stay informed about how their personal data is processed and protected. By continuing to use Exeprime's services, the Client agrees to the updated terms of this Policy.

### **Enquiries and Contact Details**

For general inquiries about this Privacy Policy, or if you wish to exercise any rights related to your personal data or have questions regarding how Exeprime processes your Personal Data, please contact us at [support@exeprime.com](mailto:support@exeprime.com).