

PRIVACY POLICY

Commitment

This Privacy and Security Policy explains how Sainfx collects personal data about you and how it maintains, uses and discloses that data.

Sainfx is committed to protecting the privacy of all personal information which is obtained from you, including the information we obtain during your visits to this website. Sainfx will only use your personal information in accordance with this Privacy and Security Policy.

What information do we collect from you?

Sainfx will collect and store personal information about you, as is legally required in order for Sainfx to provide you with the investment services. This includes, among others, your date of birth, your address and a photocopy of your national ID card, passport, or other form of ID and a copy of a recent utility bill or other proof of address. We may obtain personal information as a result of authentication or identity checks, including checks with credit reference agencies (who may keep a record of the information) to prevent fraud.

Sainfx also collects and processes personal information about you that is necessary for us to provide you with our services. This includes information about you when you complete an online application or another type of form and when you access and trade through your Sainfx account.

Sainfx may also derive information from your use of this website, trading platform and app and may store this information with your personal profile. This information may include site areas visited, pages viewed, frequency and duration of visits, Internet Protocol (IP) address, computer identification parameters, types of transactions conducted, documents downloaded, mouse clicks, mouse movements, scrolling activity as well as text you type in this website and which website referred you to ours or to which websites you link.

How we use and share your personally identifiable information?

Sainfx will use your personally identifiable information and share it with partners, contractors, service providers, transaction processors, advisors and affiliates of Sainfx (including but not limited to parent, sister and subsidiary companies in the Sainfx Group) (the "Partners"), for the following purposes only or subject to your explicit consent:

- To provide the services to you that you have requested including processing transactions.
- To confirm your identity.
- To maintain your personal profile.
- To manage your account.
- To contact you when necessary or appropriate in relation to the services being provided to you.
- To keep you updated whilst you are a customer in relation to matters such as contracts you have traded and activities of Sainfx.
- To manage and administer the products and services provided to you.
- For marketing purposes, including, but not limited to providing you with information regarding the products and services offered by Sainfx or its Partners.

- In developing an understanding of the products and services that you may be interested in obtaining from Sainfx or its partners.
- To provide you with information or opportunities that we believe may be relevant to you.
- To tailor the website to your needs and interests.
- To create impersonalized statistical data.
- To enforce the governing terms and conditions.
- If Sainfx believes that you have breached the governing terms and conditions, or abused your rights to use the services, or performed any act or omission that Sainfx believes to be violating any applicable law, rules, or regulations, then Sainfx may share your information with law enforcement agencies and other competent authorities as well as with other third parties, as may be required.
- If Sainfx is required, or believes that it is required by law to share or disclose your information to governmental authorities or to any other third party.
- In any case of dispute, or legal proceeding of any kind between you and Sainfx, or between you and other clients or third parties with respect to, or in relation with the services Sainfx provides.
- To conduct surveys and questionnaires.
- In any case where Sainfx believes that sharing information is necessary to prevent imminent physical harm or damage to property.
- If Sainfx organizes the operation of its services within a different framework, or through another legal structure or entity, or if Sainfx is acquired by, or merged with another entity, provided however, that those entities agree to be bound by the provisions of this policy, with respective changes taken into consideration.

Statistical Data

Sainfx may combine your personally identifiable information with information from other users of this website to create impersonalized statistical data for the purposes of monitoring and improving service. Sainfx may provide this statistical data to third parties. Under no circumstances will you be able to be identified from this statistical data; you will remain anonymous.

Choice and opt-out

In the registration process with Sainfx as a client, you will be given the option to opt-out of subscribing to:

- Marketing services, which provides you with information regarding the products and services offered by Sainfx or its partners and opportunities that we believe may be relevant to you;
- Newsletters;
- SMS (text) messages;
- Other electronic communications.

If you no longer wish to receive the above mentioned types of messages, you may opt-out by following the instructions included in each message.

Transfer of data to third countries

You acknowledge the Sainfx, by its nature as an online service, may store and process information in various sites, throughout the globe. If you are a resident in a jurisdiction such as European Economic Area Member States, where transfer of your personal information to another jurisdiction requires your consent, then you provide us your express and unambiguous consent to such transfer.

Updating Your Information

You may inform Sainfx at any time that your personal details have changed or that you wish Sainfx to delete personal information we hold about you by emailing us at cs@sainfx.com. We will change or delete your personal information in accordance with your instructions, except to the extent that we are required to hold your personal information for regulatory or legal purposes, to provide you with the services you have requested or to maintain adequate business records. In any case, Sainfx may keep any aggregated or anonymized information for the purposes described in this Privacy and Security Policy, indefinitely.

Links

When you use this website, you may be able to link to other websites. This Privacy & Security Policy does not apply to those other sites.

Cookies

Cookies are small files of information, which often include a unique identification number or value, which are stored on your computer's hard drive as a result of you using the Sainfx trading software and accessing the Sainfx website.

We use both session ID cookies and persistent cookies. A session ID cookie expires when you close your browser. Session ID cookies are used in order to allow you to access your account online.

Persistent cookies remain on your hard drive for an extended period of time. Persistent cookies are used only to collect statistical information referred to above. Most internet browsers are set up to accept cookies.

If you do not wish to receive cookies, you may be able to change the settings of your browser to refuse all cookies or to have your computer notify you each time a cookie is sent to it, and thereby give yourself the choice whether to accept it or not. However, this may impair the quality of the services that we provide to you in relation to your account. Some persistent cookies, such as Flash cookies, cannot be blocked by changing your browser's settings.

Remarketing with Google Analytics

We may use the information we collect to assist us in delivering relevant ads to you (Remarketing). Remarketing is a way for us to connect with our websites and ads visitors, based upon their past interactions with our website and ads. Third-party marketing vendors may be hired by Sainfx to perform such remarketing services. As a result, third-party vendors, including Google, may show Sainfx ads on internet sites. Such third-party vendors, including Google, may also use their cookies, third party cookies and similar technologies to serve ads based on a visitor's prior visits to Sainfx website.

You may opt out of Google Analytics for Display Advertisers and opt out of customized Google Display Network ads by visiting Google's Ads Preferences Manager. You are also encouraged to visit Google Analytics Opt-out Browser Add-on.

For further information you can also visit Google's privacy center.

Security

Sainfx takes security very seriously and makes efforts to protect your personal information and ensure it is not accessed by unauthorized persons. Measures include encryption during data transmission, strong authentication mechanisms and separation of machines and data to provide secure areas.

While such systems and procedures reduce the risk of security breaches, they do not provide absolute security. Therefore Sainfx cannot guarantee that our service will be immune from any wrongdoings, malfunctions, unlawful interceptions or unauthorized access to the information stored therein and to other information security risks, or that your private communications on or through our service will remain private.

What are Your Rights?

You need not give us any of the personal information requested by Sainfx. However, without the information requested in the application form, Sainfx may not be able to open an account for you, or to provide you with any other services, information or assistance you have sought or evaluate the appropriateness of the service you are requesting.

How to request a copy of information

If you have a request, please write to Sainfx, verifying your identity and setting out in full what information you require.

We will charge a fee as allowed by applicable law to cover the cost of verifying the application and locating, retrieving, reviewing and copying any material requested.

Enforcement

Sainfx is doing its utmost to comply with this Privacy and Security Policy. If you have any questions, concerns or complaints regarding this Policy and the enforcement thereof, please refer them to: cs@sainfx.com. After receiving your complaint, Sainfx may contact you to better understand your concerns and will make all efforts to promptly answer your question, or resolve your complaint to your full satisfaction.

Amendments to Policy

Sainfx may change and update the terms of this Privacy and Security Policy from time to time. All changes will take effect seven (7) days after their initial posting on the Website, unless Sainfx amends this Policy to comply with legal or regulatory requirements, in which case the amendments will become effective as required, or ordered.