

PRIVACY POLICY

UEXO LLC is a limited liability company incorporated and registered in Saint Vincent and the Grenadines under the Limited Liability Companies Act, with Formation No. 3574 LLC 2024. The registered office address is Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines.

1. STATUS, SCOPE AND LEGAL EFFECT

1.1 Status

1.1(a) This Privacy Policy (the “Policy”) governs the collection, processing, storage, use, disclosure and protection of personal data by UEXO LLC (the “Company”).

1.1(b) This Policy forms an integral part of:

- (i) the Client Agreement;
- (ii) the AML / CFT Policy;
- (iii) all applicable Terms and Conditions;

1.2 Scope of Application

1.2(a) This Policy applies to:

- (i) Clients;
- (ii) prospective Clients;
- (iii) authorised representatives;
- (iv) website users;

1.3 Legal Basis

The Company processes personal data on the basis of:

- 1.3(a) contractual necessity;
- 1.3(b) legitimate business interests;
- 1.3(c) legal and regulatory obligations;

1.4 AML Supremacy

1.4(a) Data processing required for AML/CFT purposes shall prevail over:

- (i) data subject requests;
- (ii) deletion or restriction requests;
- (iii) consent withdrawal;

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

2.1(a) “Personal Data” means any information relating to an identified or identifiable individual.

2.1(b) “Processing” includes collection, storage, analysis, use, disclosure or deletion.

2.1(c) “Affiliate” means any entity within the UEXO group involved in execution, onboarding, or operations.

2.2 Evidence and Reliance

2.2(a) The Company may rely on:

- (i) system records;
- (ii) communication logs;
- (iii) transaction data;
- (iv) behavioural analytics;

2.2(b) Such records shall constitute:

Primary, binding and conclusive evidence

2.3 Evidentiary Reinforcement

2.3(a) This evidentiary standard shall apply:

- (i) in disputes;
- (ii) in regulatory review;
- (iii) in enforcement actions;

2.3(b) The burden of proof shall lie with the Client.

3. DATA COLLECTION

3.1 Categories of Data

The Company may collect:

3.1(a) Identity Data:

- (i) name;
- (ii) date of birth;
- (iii) nationality;

3.1(b) Contact Data:

- (i) address;
- (ii) email;
- (iii) phone;

3.1(c) Financial Data:

- (i) income;
- (ii) source of funds;
- (iii) transaction records;

3.1(d) Technical Data:

- (i) IP address;
- (ii) device identifiers;
- (iii) session data;

3.2 Data Sources

Data may be obtained from:

- 3.2(a) the Client;
- 3.2(b) Affiliates;
- 3.2(c) third-party providers;
- 3.2(d) public databases;

4. DATA PROCESSING PURPOSES AND FLOWS

4.1 Onboarding Processing

4.1(a) Data shall be processed for:

- (i) identity verification;
- (ii) KYC validation;
- (iii) AML screening;

4.2 Trading and Execution

4.2(a) Data shall be processed for:

- (i) order execution;
- (ii) trade monitoring;
- (iii) exposure management;

4.3 Risk and Compliance Processing

4.3(a) Data shall be used for:

- (i) risk scoring;
- (ii) fraud detection;
- (iii) AML monitoring;

4.4 Operational Processing

4.4(a) Data may be used for:

- (i) system optimisation;
- (ii) analytics;
- (iii) service improvement;

5. AUTOMATED DECISION-MAKING AND PROFILING

5.1 Automated Systems

5.1(a) The Company may utilise automated systems for:

- (i) risk scoring;
- (ii) fraud detection;

(iii) transaction monitoring;

5.2 Outcomes

Such systems may result in:

5.2(a) account restrictions;

5.2(b) transaction blocking;

5.2(c) enhanced due diligence triggers;

5.3 Client Acknowledgment

The Client acknowledges that:

5.3(a) such decisions may be taken without human intervention;

5.3(b) such decisions are binding subject to Clause 2.3;

6. DATA ACCURACY AND CLIENT RESPONSIBILITY

6.1 Client Obligation

The Client shall ensure that:

6.1(a) all data provided is accurate;

6.1(b) all data is kept up to date;

6.2 Consequences

Failure to comply may result in:

6.2(a) account restriction;

6.2(b) service suspension;

6.2(c) termination;

7. DATA SHARING AND DISCLOSURE

7.1 Affiliate Sharing

The Company may share data with Affiliates for:

7.1(a) execution;

7.1(b) compliance;

7.1(c) risk management;

7.2 Third-Party Sharing

Including:

7.2(a) payment providers;

7.2(b) liquidity providers;

7.2(c) technology providers;

7.3 Regulatory Cooperation

The Company may disclose data to:

7.3(a) regulators;

7.3(b) law enforcement;

7.3(c) financial institutions;

7.4 Liability Protection

Such disclosures shall not give rise to liability.

8. DATA RETENTION

8.1 Retention Period

Data shall be retained for:

minimum seven (7) years

8.2 Extended Retention

Where necessary for:

8.2(a) disputes;

8.2(b) AML obligations;

8.2(c) legal requirements;

9. DATA SUBJECT RIGHTS

9.1 Rights

Clients may request:

9.1(a) access;

9.1(b) correction;

9.1(c) deletion;

9.2 Limitations

Rights may be restricted where:

9.2(a) AML obligations apply;

9.2(b) investigations are ongoing;

9.3 Refusal and Restriction

The Company may:

9.3(a) refuse requests;

9.3(b) limit responses;

Without obligation to explain.

10. SERVICE DEPENDENCY AND CONSENT

10.1 Dependency

10.1(a) Use of services requires data processing.

10.1(b) Refusal to provide data may result in:

(i) inability to onboard;

(ii) inability to trade;

10.2 Irrevocable Consent

10.2(a) By using services, the Client:

(i) irrevocably consents to processing;

(ii) accepts data sharing;

Subject to Clause 1.4.

11. CROSS-BORDER TRANSFERS

11.1 Transfers

Data may be transferred:

11.1(a) across jurisdictions;

11.1(b) to Affiliates globally;

11.2 Acknowledgment

The Client acknowledges and accepts such transfers.

12. ENFORCEMENT, DISCRETION AND LIMITATION

12.1 Company Rights

The Company may:

12.1(a) restrict data access;

12.1(b) refuse deletion;

12.2 No Duty to Explain

The Company shall not be required to:

12.2(a) disclose internal processes;

12.2(b) justify decisions;

12.3 Limitation of Liability

The Company shall not be liable for:

12.3(a) data breaches beyond reasonable control;

12.3(b) third-party failures;

13. INDEMNITY

13.1 Client Obligation

The Client shall indemnify the Company against:

(a) losses arising from misuse;

(b) inaccurate data;

13.2 Survival

This obligation survives termination.

14. GOVERNING LAW

14.1 This Policy shall be governed by:

Saint Vincent and the Grenadines