

XPOKEN



**Privacy
Notice**

1. This Privacy Notice describes how the Company obtains, uses, and discloses information on the Site, mobile applications, platforms, and other services. The Company collects and keeps a record of the Client's information that he/she provides directly, including, without limitation, when the Client performs the following:

- A.)** Register an account on Xpoken.com
- B.)** Fill out a form
- C.)** Participate in the Company's interactive features such as contests and promotions
- D.)** Conduct an attempted or successful financial transaction
- E.)** Avail or purchase any of our services or products
- F.)** Connect with the Company through the available means of communication such as phone calls, emails, live chat, and social media platforms

2. The necessary information that the Company may collect from the Client includes full name, email, and contact number, which can be used to create, maintain and identify the Client's account. The Company may also use the Client's contact information to provide the offered services. The Client agrees that additional information and documentation are required to complete the profile and account verification. This includes, without limitation:

- A.)** Date of birth
- B.)** Complete address and residency information
- C.)** Nationality and citizenship information
- D.)** Employment information such as occupation and source of income
- E.)** Financial capabilities

3. For us to provide the appropriate services and trading portfolio, the Client agrees to disclose his/her investing experience and financial information such as financial objectives, investment portfolio, source of investments, and other information as may be required to complete the portfolio. For further identification, the Company may require the Client to provide copies of identification documents such as:

- A.)** Passport and other identification cards and documents, including license and national I.D.
- B.)** Proof of residency, including utility bill and bank statement
- C.)** Copies of the cards used to fund the account with the Company

4. The Company only uses the foregoing information and documentation to:

- A.)** Conduct identity verification procedures as required by the anti-money laundering (AML) law and know-your-customer (KYC) policy
- B.)** Reference in case of complaints and disputes resolution
- C.)** Verify that the Client is not associated with any financial fraud activities
- D.)** Verify that the Client is not a politician or a politically involved person
- E.)** Contact the Client regarding his/her account, including requests for additional information or documentation
- F.)** Inform the Client about account status
- G.)** Provide update in connection with the Client's trading account, including market updates
- H.)** Align the offered services and products in accord with assessing the Client's credit risk
- I.)** Set up security measures to secure the Client's trading account (two-factor authentication)

5. The Company does not disclose any collected information and records, except for business purposes among Xpoken.com, its affiliates such as subsidiaries, service providers, and other affiliated financial institutions.

6. In spite of the Company's best efforts to keep Client information and documentation secure, the Company cannot and does not guarantee that all such information will be private at all times. The Company is not liable for any unauthorized access that may use the data for any unfavorable activities.

7. The Client accepts that the Company may automatically collect log information, including the pages visited and the time of visit, I.P. address, other network identifiers, and the referral page before the Client access the Site. The Company may also collect the information of the Client's device, such as the type of browser and device used, including the version and mobile network identification. The Client's used device might also ask permission to enable location settings.

8. The Client acknowledges that the Company's Site uses "Cookies" that automatically obtains data information to improve the services and the Client's use and experience. The use of "Cookies" can also help the effectiveness of the Company's campaigns and see which areas and features of the Site and services have the most count visits, including which ones are used best.

9. All information collected will help the Company monitor the activities, including potential abuse of our services and identifying illegal activities. The Client agrees that the information we collect can also be used as acceptable proofs for investigations and legal proceedings in compliance with relevant court orders.

10. The Client acknowledges that if he/she had used one of our applications provided through third-party platforms such as social media networks and websites, the Company's application might access the Client's social network account and its general information. This may include name, username, display photo, gender, networks, user I.D., list of friends, and other information authorized to be accessed according to the network settings. The Client accepts that some featured access, including data collection, is beyond the Company's control and which are a part of the privacy policy of such network.

11. Further to the services the Company provides, Clients can access the real-time social trading platform that integrates rich community and social features into the trading platform. Using the Company's Services constitutes the Client's agreement and acknowledgment that his/her general information shall be considered non-confidential and non-proprietary information.

12. As part of the Company's traders' network, Clients who opt to be a part of the community can share their strategies and performance with other Clients. The amount being traded is never disclosed, and all participants are required to agree to be a part of the network and share their strategies and performance.

13. If the Client uses any information provided in the social trading features to his/her trades or investments, he/she is solely responsible for the outcome, regardless if such a result is to his/her advantage or disadvantage.



Xpoken.com
info@xpoken.com

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