



RPFAS
TECHNOLOGIES

PRIVACY POLICY

This Privacy Policy explains how information about the user (“You” or “Your”) is collected, used, and disclosed by RPFAS Technologies Private limited. (“RPFAS Technologies Private limited”, “We”, “Our” or “Us”). This Privacy Policy applies to information We collect when You use Our website and other online products and services that link to this Privacy Policy (collectively, the “Services”).

By visiting Our Site, purchasing, accessing or using Our Services, You are agreeing to the terms of this Privacy Policy, the data practices describes hereunder, and the accompanying Terms of Use. Terms with the first letters capitalised and not defined in this Privacy Policy shall have the meaning scribed to them in the Terms of Use available here

INFORMATION YOU PROVIDE TO US

We collect information You provide directly to Us. We collect information when You create an account, participate in any interactive feature of the Services, fill out a form, complete an exchange transaction, request customer support or otherwise communicate with us, including:

Login Information: Your name, passport number, or other government ID number, date of birth, email address, postal address, phone number, certain virtual currency information, and any other information You choose to provide during registration or at any other time while using Your account or Our Services. This Login Information is used by Our sales, support and product teams to contact Our Site visitors and customers, as appropriate, for the purpose of providing the requested information, support, Services, newsletters, or other news, materials or updates regarding Our Services.

Transaction Information: We collect transaction related information for transactions conducted by End Users through the Services (“Transactions”) but it is anonymized. Transaction information includes price, quantity, and any associated or supporting data related to the trade. Transaction information is used to provide the Services, facilitate the Transactions, provide support, and to operate, maintain and improve the Services.

Billing Information: We collect billing and payment information which may include a subscription number, an account number, credit card number, expiration date, instructions for wire transfers and/or ACH transfers (“Billing Information”) from Subscribers (and not End Users). Billing Information is collected and processed by Our third-party payment processor operating as Our agent (See, Onward Transfers to Third Parties). RPFAS Technologies Private limited does not directly obtain or process any Billing Information; except in the case of ACH transfers in which case we obtain the Billing Information related to ACH transfers and send (not store) it to Our third party bank processors operating as Our agent (See, Onward Transfers to Third Parties).

INFORMATION WE COLLECT AUTOMATICALLY WHEN YOU USE THE SERVICES

When You access or use Our Services, We automatically collect information about You, including:

General Log Information: We log information about Your use of the Services, including the type of browser You use, access times, pages viewed, Your IP address, and the page You visited before navigating to Our Services.

Device Information: We collect information about the computer or mobile device You use to access Our Services, including the hardware model, operating system and version, unique device identifiers, and mobile network information.

Exchange information: We collect information about the transactions You complete using the Services, including the preparing of the strategy, the API Keys You provide for the facilitation of the trade of the Trading Assets, and the transaction information involved in such trading.

Strategy Information: The strategy created by You is Your property and intellectual property owned by You. You will be responsible to protect the strategy created by You, and We shall not, under any circumstances, be liable if Your strategy is leaked or accessed by anyone else for any reason and/or in any manner whatsoever. You shall not disclose the sample strategies provided by RPFAS Technologies Private limited as a part of Our Services with any third party under any circumstances, and any republication, redistribution or communication of the sample strategies owned and provided on the platform shall constitute a breach of this Privacy Policy and the Terms of Use, and Your access to the Services shall be immediately terminated as a consequence of such breach.

INFORMATION COLLECTED BY COOKIES AND OTHER TRACKING TECHNOLOGIES

We and Our service providers may use various technologies to collect information, including cookies and web beacons. Cookies are small data files typically stored on Your computer's hard drive or in device memory that help us improve Our Services and Your experience, see which areas and features of Our Services are popular and count visits, manage the registration process for accounts, remember Your site preferences, retain certain information to process orders for exchange transactions, and retain information to provide You with support.

We may also use cookies stored in emails to help us confirm Your receipt of, and response to, such emails. Web beacons are electronic images that may be used in Our Services or emails and help deliver cookies, count visits, and understand usage and campaign effectiveness.

Information collected from cookies is used by us to evaluate the effectiveness of our site, analyze trends, see what difficulties our visitors may experience in accessing our site, and administer the platform. We need this information to improve the quality of our service.

USE OF INFORMATION

We may use information about You for various purposes, including to:

- Provide, maintain, and improve Our Services;

- Provide and deliver the products and services You request, process transactions, and send You related information, including confirmations and invoices;
- Send You technical notices, updates, security alerts, and support and administrative messages;
- Respond to Your comments, questions and requests, and provide customer service;
- Resolve disputes and troubleshoot problems;
- Monitor and analyze trends, usage, and activities in connection with Our Services;
- Data such as backtesting, user action and processed data for internal and external services can be shared with third parties without Your consent;
- Link or combine with information We get from others to help understand Your needs and provide You with better service; and
- Carry out any other purpose for which the information was collected.

SHARING AND DISCLOSURE

The information shared by You with Us will not be shared or disclosed with any other user or third party except for any anonymized information used for analytics and to make payments, and may also be disclosed if necessary in accordance with the applicable laws. However, the information shared by You may be disclosed to external service providers such as KYC services and/ or Google Analytics etc., to assist Us in collating and analyzing User information and enabling us to make the use of the Services and the Site more user-friendly.

In the event Your personal information is required to be shared with any authority in compliance to the applicable existing laws of any appropriate and applicable jurisdiction, You will provide Your prior written consent to Us within 5 (Five) days, after which (in case of no response from You), We will be permitted to disclose such personal information of Yours with the said authority.

Your payment and transaction details will not be shared with other users or third parties under any circumstances.

RETENTION OF PERSONAL INFORMATION

We will retain Your personal information in a form that identifies You only for as long as it serves the purpose(s) for which it was initially collected as stated in this Privacy Policy, or subsequently authorized. We may continue processing Your personal information for a period beyond such period, but only for the time and to the extent such processing reasonably serves the purposes of archiving in the public interest, journalism, literature and art, scientific or historical research and statistical analysis, and subject to the protection of this Privacy Policy. After such time periods have expired, We may either delete Your personal information or retain it in a form such that it does not identify You personally.

SAFETY AND COMPLIANCE WITH LAW

You will be required to accept and adhere to the Terms of Use as mentioned in [insert URL]. In the event there is a violation of any of the terms under the Terms of Use by You, it will be Our sole discretion to remove Your

account from the Services and to ensure that You will no longer be able to make any kind of transactions using the Services.

We may disclose Your information to courts, law enforcement or governmental authorities, or authorized third parties, if and to the extent We are required to do so by law or if such disclosure is reasonably necessary: (i) to comply with legal process and to respond to claims asserted against us, (ii) to respond to verified requests relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose Us, You, or any other user to legal liability, (iii) to enforce and administer Our Terms of Use or other agreements with You and other users, (iv) for fraud investigation and prevention, risk assessment, customer support, product development and debugging purposes, or (v) to protect the personal information, intellectual property rights and the safety of Our users.

We will attempt to notify You about these requests unless: (i) providing notice is prohibited by the legal process itself, by court order We receive, or by applicable law, or (ii) We, in Our sole discretion, believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud on Us, Our users and the Services (collectively, "Risk Scenarios"). In instances where We comply with legal requests without notice for these reasons, We will attempt to notify such a user about the request after the fact if We determine in good faith that We are no longer legally prohibited from doing so and that no Risk Scenarios apply.

Protection of User Information in accordance with the Delaware Online Privacy Protection Act ("DOPPA") requirements:

Lawful, fair and transparent processing: We process the information provided by You in a lawful, fair and transparent manner and will be used only for the purposes as mentioned on Our Site.

Limitation of purpose, data and storage: RPFAS Technologies Private limited, shall ensure that the information provided by You shall be limited to the purpose of the Trades that You do through Our Site.

User rights: Under the DOPPA, Users have the right to ask RPFAS Technologies Private limited, what information it has about them, and what it does with this information. In addition, the User has the right to ask for correction, object to processing, lodge a complaint, or even ask for the deletion or transfer of his or her personal data at his sole discretion.

Consent: As and when We intend to process or share the information provided by You to external services such as Google Analytics or for KYC purposes, You will be required to give Us a clear and explicit consent for the same. Once collected, this consent will be documented by Us and You will also be allowed to withdraw Your consent at any moment.

Personal data breaches: As per the DOPPA requirements, We maintain a personal data breach register and, based on severity, You will be informed about any such breach within 72 (seventy two) hours of Us identifying any such breach.

Privacy by Design: We at RPFAS Technologies Private limited, have incorporated organisational and technical mechanisms to protect the information provided by You within the designs of Our systems and processes.

Data Protection Impact Assessment: To estimate the impact of changes or new actions, We conduct a Data Protection Impact Assessment when We initiate a new project, change, or product. The Data Protection Impact Assessment is a procedure that is carried out when a significant change is introduced in the processing of

personal data. This change could be a new process, or a change to an existing process that alters the way personal data is being processed.

Data transfers: We ensure that We are accountable for the protection of the personal information shared by You as per the DOPPA requirements, even if processing is being done by a third party. We have the obligation to ensure the protection and privacy of personal data when that data is being transferred outside the company, to a third party and / or other entity within the same company.

Data Protection Officer: As per the requirements of the DOPPA, when there is significant processing of personal data We appoint a Data Protection Officer who shall be responsible in advising Us about compliance with DOPPA requirements.

Awareness and training: We ensure that We create awareness among Our employees about the key DOPPA requirements and conduct regular trainings to ensure that Our employees remain aware of their responsibilities with regard to the protection of personal data and identification of personal data breaches as soon as possible.

LINKS TO THIRD PARTY WEBSITES

If You leave the Services and share information through any third-party website, such as Facebook or LinkedIn, then that information is not covered by this Policy and will be subject to the terms of use and privacy policies of the concerned third-party websites.

AMENDMENTS TO THIS POLICY

If You leave the Services and share information through any third-party website, such as Facebook or LinkedIn, then that information is not covered by this Policy and will be subject to the terms of use and privacy policies of the concerned third-party websites.

If You do not agree to, or wish to continue under, the amended Privacy Policy, You may terminate Your membership in accordance with the Terms of Use.

CLARIFICATIONS

If You have any queries regarding this Privacy Policy, please contact us at help@rpfas.in