



## Privacy Policy

SMFX is a trading name of Scope Markets Ltd, registration number 145,138 (registered address: 5 Cork street, Belize City, Belize).

Scope Markets Ltd is regulated by the International Financial Services Commission of Belize (IFSC) under license number IFSC/60/373/TS/19.

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Protecting the privacy and safeguarding the personal and financial information of SMFX's clients and website visitors is our obligation. The following Privacy Statement explains how we collect and protect your information.

### **Collection of Personal Information**

We collect information required to open an account, to transact business effectively and to safeguard your assets and your privacy. To do this, we gather information to help us assess your needs and preferences. The information we collect directly from you includes information required to communicate with you, including your name, mailing address, telephone number, e-mail address. We also collect birth date and your location information. All information is collected in accordance with data protection and money laundering legislation.

### **Data to be collected**

Via the corporate website [www.smfx.com](http://www.smfx.com), our IT infrastructure may collect the following log data related to individual visitors of our corporate website:

- IP address of website visitor
- Geographic location of website visitor
- Internet Access Service provider of website visitor
- Type of computer or telecommunication device used by website visitor
- Frequency and duration of sessions per page visit by website visitor
- Data and documents of website accessed by website visitor

Via the contact form on our corporate website, the following data may be collected:

- Name
- Surname
- Contact email address
- Contact telephone number(s)

By entering into a business relationship and in the course of correspondence in physical or electronic form with Scope Markets Ltd., the following personal data may be collected:

### **From individual clients and/or individuals representing a corporate client**

- Copy of Passport
- Copy of ID card
- Proof of physical address
- Information and documents related to the individual's profession and /or employment
- Criminal record
- Documents of the financial status (e.g. non-bankruptcy certificate)
- Documents regarding the educational background
- Documents related to the origin of wealth
- Contact telephone number(s)
- Electronic mail address

### From corporate clients

- Certificate of incorporation
- Certificate of shareholders
- Certificate of registered address
- Resolution of Directors
- Certificate of Incumbency
- Certificate of good standing
- Copies of Licenses granted to the corporate entity
- Information on corporate bank account numbers
- Set of contact data of corporate entity
- Set of contact data of employees and / or local management and / or Universal beneficial Owner

### **Usage of Personal Information**

We use personal information collected from existing and/or prospective clients only as appropriate in order to render quality service and client security. By doing so, we strictly limit the use of personal data to the purpose for which the informed consent of the individual data subject, to which personal data relates, was given to Scope Markets Ltd. This may include, among other purposes, verifications of an identity and contact information, the setup of a trading account, the issuing of a client account number and a secure password, to maintain the activity of a client account, and to contact existing and/or prospective clients as to notify them on account information or to emit commercial and non-commercial notifications. This information helps us improve our services to our existing and/or prospective clients or inform them about additional products, services or promotions that may be of interest for them.

### **Maintenance of Records**

Record-keeping procedures are in accordance with the applicable regulation. All company's records are maintained for at least five years or for a longer period where requested by the Regulator. The retention of data collected at Scope Markets Ltd. is carried out by using secured physical and electronic storage facilities free from any access by unauthorized persons.

### **Our Affiliates and Partners**

We may share information with affiliates if the information is required to provide the product or service you have requested or to provide you the opportunity to participate in the products or services our affiliates offer. We may also forge partnerships and alliances, which may include joint marketing agreements, with other companies who offer high-quality products and services that might be of value to our clients. In order to ensure that these products and services meet your needs and are delivered in a manner that is useful and relevant, we may share some information with partners, affiliates and alliances. This allows them to better understand the offers that are most relevant and useful. The use of your personal information is limited to the purposes identified in our relationship with the partner or affiliate. However, at Scope Markets Ltd., all disclosures of personal data to third parties strictly require the informed consent of the

individual data subject, to which the data relates, prior to the disclosure. According to the Data Protection Regulation, only such disclosures are exempt from the aforementioned rule as they are made to a governmental body.

### **Non-Affiliated Third Parties**

We do not sell, license, lease or otherwise disclose your personal information to any third party for any reason, except as described below. We reserve the right to disclose your personal information to third parties where required by law to regulatory, law enforcement or other government authorities. We may also disclose your information as necessary to credit reporting or collection agencies, or when necessary to protect our rights or property. To help us improve our services to you, we may engage another business to help us to carry out certain internal functions such as account processing, fulfilment, client service, client satisfaction surveys or other data collection activities relevant to our business. We may also provide a party with client information from our database to help us analyze and identify client needs and notify clients of product and service offerings. Use of the information shared is strictly limited to the performance of the task we request and for no other purpose. All third parties with which we share personal information are required to protect personal information in a manner similar to the way we protect personal information.

### **Restriction of Responsibility**

If at any time you choose to purchase a product or service offered by another company, any personal information you share with that company will no longer be controlled under our Privacy Statement. We are not responsible for the privacy policies or the content of sites we link to and have no control of the use or protection of information provided by you or collected by those sites. Whenever you elect to link to a co-branded Web site or to a linked Web site, you may be asked to provide registration or other information. Please note that the information you are providing is going to a third party and you should familiarize yourself with the privacy policy provided by that third party.

### **Opting Out of Disclosures of Non-Public Personal Information**

You may direct us not to disclose non-public personal information to certain non-affiliated third parties. To opt out of sharing non-public personal information with non-affiliated third parties, please contact our Customer Support representatives. An opt out election made by one account owner of a joint account is applicable to all account owners of the joint account. An opt-out election must be made for each separate account you hold with us.

### **Use of Cookies**

A cookie is a small text file stored on the user's computer for record keeping and security purposes. It allows us to enhance user experience while browsing our website. SMFX issues cookies upon landing on our website, unless the cookie settings on user's browsers are disabled. Please be notified that by turning off cookie tracking in your browser, some of our services might become unusable such as promotions or registration. Cookies used by us do not contain any personal information nor do they contain account or password information. They

merely allow the site to recognize that a page request comes from someone who has already logged on. To administer and improve our web site, we may use a third party to track and analyze usage and statistical volume information, including page requests, form requests, and click paths. The third party may use cookies to track behavior and may set cookies on behalf of us. These cookies do not contain any personally identifiable information.

### **Communications**

Unless otherwise indicated for a particular service, any communications or material of any kind that you e-mail or otherwise transmit through the services, including information, data, questions, comments or suggestions will be treated as non-proprietary and non-confidential. By accepting this Agreement, you grant a license to us to use your Communications in any way we think fit, either on the website or elsewhere, with no liability or obligation to you. We are free to use any idea, concept, know-how or technique or information contained in your Communications for any purpose including, but not limited to, developing and marketing products. We are entitled, but not obligated, to review or retain your Communications. We may monitor your Communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the Web site, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which we monitor your Communications. In no event we will be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of our monitoring activities.

### **Changes to This Privacy Statement**

From time to time, we may update this Privacy Statement. In the event we materially change this Privacy Statement, the revised Privacy Statement will promptly be posted to the websites and we will post a notice on our websites informing you of such changes. You agree to accept posting of a revised Privacy Statement electronically on the website as actual notice to you. Any dispute over our Privacy Statement is subject to this notice and our Customer Agreement. We encourage you to periodically check back and review this policy so that you always will know what information we collect, how we use it, and to whom we disclose it. If you have any questions that this statement does not address, please contact a Client Services representative.