

## PRIVACY POLICY

This Privacy Policy (“Policy”) provides an overview of how Mobiblade Europe LTD. (“Mobiblade”, “we”, “us” or “our”,) processes the User’s (“you”, “your”) personal data. Mobiblade takes privacy and confidentiality of your information very seriously.

### 1. INTRODUCTION

This Policy, including any amendments thereon, will govern how we collect, store, use, share and, in any other form, process your personal data and your rights during our relationship and after its termination. By accessing our Website, along with using any of the communication channels to communicate with us, we consider that you have read, understood and accepted the terms of this Policy and understood and accepted how we process any information disclosed to us.

The information contained herein supersedes any information included in the Terms of Service and associated forms on matters that are covered by this Policy.

### 2. DEFINITIONS

In this Policy, the following definitions are used:

**“Data”** means collectively all information that you submit to Mobiblade, via the Website. This term incorporates, where applicable, the definitions provided in the Regulation (EU) 2016/679 on Data Protection (“GDPR”);

**“Cookies”** means a small text file placed on YOUR computer by this Website, when you visit certain parts of the Website and/or when you use certain features of the Website. Details of the cookies used by this Website are set out further below;

**“User”** means you ie the person who is neither (i) employed by Mobiblade nor acting in the course of the employment with us or (ii) engaged as a consultant or otherwise providing services to us and/or accessing our Website in connection with the provision of such services;

**“Website”** means our Website; the Website that you are currently accessing and any sub-domains of this Website, unless expressly differentiated by their own terms and conditions.

In this Policy, unless the context requires a different interpretation: the singular includes the plural and vice versa; references to clauses, sub-clauses, schedules and/or appendices are referred to clauses, sub-clauses, schedules or appendices of this Policy; a reference to a person includes natural and/or legal persons, including but not limited to firms, companies, government entities, trusts and partnerships; the term “including” is understood to mean “including without limitation”; reference to any statutory provision includes any modification and/or amendment of it; the headings and sub-headings do not form part of this Policy.

## 3. SCOPE

This Policy applies to the interactions of Mobiblade and the User(s) with respect to this Website. It does not extend to any websites that can be accessed through this Website including, but not limited to, any links we may provide to social media websites and/or other third parties websites.

## 4. COLLECTION AND USE OF INFORMATION

Mobiblade may collect information from you for the purpose of provision of the services and as such we have a permissible reason to collect the relevant information and/or in cases where you have provided explicit consent for the collection of the information, for a specific purpose.

Mobiblade collects your name, contact details (including email address) and other information required to be in a position to provide you with the requested Service. In addition, we may obtain details about your credit card and/or banking details, for the facilitation of the provision of the Services by us.

While using our Website, you should be aware that we automatically log some information such as IP address, browser type, referrer and other technical data required for internal use only. This information is used to optimize our Website's technical usability and for the research data. The information obtained is used for the provision of information about our services, either to new or existing users, distributing our opt-in newsletters and contact for other means of communication agreed between the parties. The User(s) have the ability to unsubscribe to the provision of the promotional material through the link displayed at the bottom of our emails or to contact us.

Mobiblade reserves the right to close, suspend or limit your access to the Website and/or service(s), either in full or partially, in cases where we are unable to obtain or verify information obtained about you.

In any case, Mobiblade will not be held responsible for the information provided by the User(s), prior and during the relationship with us; it will be the solely the responsibility of the user(s) to provide required information.

We may collect the said information directly from you and/or from other persons including, for example, credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers. We may also collect your information in regards to your use of our Website(s), such as pages visited, frequency, duration of visit and trading activities. We may record communications that we have with you in relation to the services that were provide to you and the relationship with you. The said recordings will be our sole property and will constitute evidence of the communications between the Mobiblade and you.

As per the relevant sections of the GDPR, if you are a natural person, Mobiblade shall be considered as the data processor and controller of your personal data in relation to the processing activities, as stated further below. For the purposes of this statement:

- Personal Data shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as col-

lection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- Controller shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;
- Processor shall mean a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

## 5. DISCLOSURE OF INFORMATION

In accordance with the provisions of the GDPR, all personal information/data provided by you, through our Website or otherwise, will be processed for the purposes indicated here within.

We reserve the right to disclose information about the User(s) to related companies, third parties providing advertising services, for other marketing and/or promotional purposes, regulatory authorities, our employees and/or anyone authorized by you.

## 6. DATA MANAGEMENT AND STORAGE

Mobiblade has taken all the appropriate organisational measures to ensure that your personal data is secured and not being subjected to misuse, loss, unauthorised access, modification or disclosure. Moreover, we are providing ongoing training to our employees in respect the confidentiality of the User(s)' information and the privacy of individuals. We consider breaches of your privacy as top priority and have therefore implemented procedures in respect to safeguarding your data. Access to your information is limited to only those persons who are required to possess such information in order to enable the continuity of the agreement between you and the Mobiblade.

Furthermore, we hold personal information in a combination of secure computer storage, secure servers and from time to time and if it is deemed necessary, we will store them in paper-based files. While we will use all reasonable efforts to safeguard your Information, you acknowledge that the use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal data transferred from you, or to you via the internet. We shall keep your personal data for as long as required, during the business relationship with you (physical person). Once the business relationship has been ended, the personal data you submit will be stored for 24 months or for as long as we may need to store such data, according to legal provisions, for the purpose of providing our services and/or as may be required for any possible claim that may arise from the provision of the Services.

## 7. PROCESSING INFORMATION

The legal basis of the processing any user(s)' data is for the provision of information about our existing services and/or new services, either verbally or through electronic means. We

may process your information because we are required to do so for the provision of the services, you have given us permission to do so or to comply with the provision of the law.

## 8. LINKS TO OTHER WEBSITES

This Website may, from time to time, provides links to other websites. We have no control over such other websites and are not responsible for the contents included on the relevant websites. This Policy does not extend to your use of such other websites. You are advised to read the privacy policy and/or statement of other websites, prior to using them.

## 9. CHANGES OF CONTROL/OWNERSHIP

Mobiblade may, from time to time, expand or reduce business and this may involve the sale of all or part of our business and/or the transfer of control, whereby, new party (owner/controlling party) will, under the terms of this Policy, be provided with user(s)' Data and will be permitted the use of the same, for the same purpose as at the time of the provision of the Data by user(s), with aim to ensuring privacy of user(s) respectively.

## 10. CHANGES TO POLICY

We may change this Policy when new services are added and/or old ones are changed. Such changes will be effective through the updated version of the Policy through the Website. Please check this Policy, from time to time, for relevant updates. Unless stated otherwise, this Policy applies to all information that we have about you. As we continue the development of the business, we might reorganize or transfer our business whereby user(s)' information generally is one of the transferred business assets however remains subject to the provisions of this Policy, unless the user(s) consents otherwise.

Mobiblade may revise or update this Policy from time to time. The new version of this Policy will be available on our website. By accessing our Website, along with using any of the communication channels for communicating with us, we consider that you have read, understood and accepted the terms of this Policy and how we process any information disclosed to us.

The information contained herein supersedes any information in relation to the processing of personal data that is included any agreement signed between us and user(s) associated forms on matters that are covered by this Policy.

For any questions, please contact us by email at [hello@mobiblade.com](mailto:hello@mobiblade.com)

## 11. FUNCTIONALITY OF THE WEBSITE

To use all features and functions available on the Website, you may be required to submit certain Data. You may restrict your internet browser's use of Cookies. For more information, see the clause below (Cookies).

## 12. RIGHT TO ACCESS INFORMATION AND OTHER RIGHTS

As a natural person you have the right to request information kept in our records and therefore may ask for a copy of your personal Data held by Mobiblade. You may obtain a copy of any personal information which we hold about you and to advise us of any perceived inaccuracy. Additionally, you may also request the reasoning of holding such information. You have the ability to exercise, at any time and free of charge, the rights of rectification, erasure, objection, restriction of processing, data portability and the right to withdraw consent, by requesting the same at [hello@mobiblade.com](mailto:hello@mobiblade.com) and providing a copy of Identification document, along with any other supporting documentation that may be requested by us, in order for us to be in a position to identify you in due manner.

## 13. SECURITY

Mobiblade does its utmost as to ensure proceed to process the data in a lawful, loyal, transparent, adequate, relevant, limited, accurate and efficient manner. Mobiblade has in place the necessary security measures in place in order to protect and prevent the misuse and/or loss of the information under our control. We use industry standard efforts to safeguard the confidentiality of your personally identifiable information. We have implemented mechanisms to:

- Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- Restore the availability and access to personal data in a timely manner, in the event of a physical and/or technical incident;
- Regularly test, assess and evaluate the effectiveness of technical and organisational measures for ensuring the security of the data.

We retain your personal data only for the time necessary to provide you with Services, for legitimate and necessary business purposes, and will not retain your personal information for longer than required, until you request us to remove it, and for as long as may be required by law.

Mobiblade processes and stores your personal data within the EU/European Economic Area ("EEA"). In cases where your personal data could not be processed within the EEA, we will make sure to comply with all data protection principles and, where possible, be made in a country that is on the list of the EU Commissions' countries providing adequate protections for the rights and freedoms of data subjects.

Should we transfer your personal data outside the EEA it will be, either because, you have consented or because we have a legal reason to do so. In any case, any processing shall be subject to the proper organizational and technical measures, as required by GDPR. Some reasons that your data may be processed outside of the EEA include but is not limited to payment processing (given the case), technical support services, marketing services.

## 14. COOKIES

This Website may place and access certain Cookies on your computer. 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 this trading software and accessing the Website. Cookies are frequently used on many websites on the internet and you can choose if and how a cookie will be accepted by changing your preferences and options of your browser. Some of our business partners (e.g. advertisers) use cookies on our website(s). We have no access to, or control over, these cookies. The cookies do not contain personally identifying information nor are they used to identify you. You may choose to disable the cookies, however, you may not be able to access some parts of this website if you choose to disable the cookie acceptance in your browser, particularly the secure parts of the website.

Mobiblade uses Cookies to improve your experience of using the Website and to improve our range of services. Mobiblade has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and valued at all times. All Cookies used by this Website are used in accordance with current applicable laws. Before the Website places Cookies on your computer, you will be presented with a message bar requesting your consent to set those Cookies. By giving your consent to the placing of Cookies, you are enabling Mobiblade to provide a better experience and service to you.

## 15. GENERAL

You may not transfer any of your rights under this Policy to any other person. We may transfer our rights under this Policy where we reasonably believe your rights will not be affected.

If any court or competent authority finds that any provision of this Policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part of any provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of other provisions of this Policy will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

This Policy will be governed by and interpreted according to the laws of the Republic of Cyprus. All disputes will be subject to the exclusive jurisdiction of the Cypriot courts.