

PRIVACY POLICY

This Privacy Policy (“**Policy**”) explains the privacy practices employed by Leverate Financial Services Ltd. (the “**Company**”) in providing the Service (as they defined in the financial services agreement) to its customers (“**Client**”), and shall be read in the light of the Financial Services Agreement held between the parties.

1. INTRODUCTION

The Client’s privacy is important to the Company, therefore the Company shall treat all information collected by, or transmitted to, the Company with care, in particular, personally identifiable information, and this Policy describes how, when, and why the Company shall collect such information. “Personally identifiable information” (or “**Personal Information**”) means any information that may be used, either alone or in combination with other information, to personally identify, contact or locate any employee, representative and third party associated with the Client (collectively referred as “User”). Personal Information includes, but is not limited to, a first and last name, ID numbers, financial data (including trading data, deposits, withdrawals, and credit), email and physical addresses, and other contact information. Any information that does not enable identification, location, or contacting of the User, such as aggregated information, is “**Anonymous Information**”, and the Company may Process (defined below) Anonymous Information in any way it so chooses without prior notice the Client.

2. CONSENT, NOTIFICATION AND MODIFICATION

2.1. By subscribing to and/or using (collectively, “**Using**” or “**Use**”) the Service, the Client express his consent to the terms of this Policy. If the Client does not agree to the terms and provisions of this Policy the Client shall not Use the Service.

2.2. In addition, as a recipient of our Service, the Client commits to provide appropriate notice of its privacy practices to, and obtain the necessary permissions and consent from any User whose Personal Information is collected, received, used, and/or disclosed (collectively, “**Process(ed)**”) by the Company.

2.3. The Company reserves the right, in its discretion, to change this Policy at any time, which change shall be effective ten (10) days following the posting of the changed Policy on the Company’s website, and the Client’s continued Use of the Service shall constitute consent to the terms and provisions of the changed Policy.

3. COLLECTION AND RECEIPT OF INFORMATION

3.1. The Company collects and receives Personal Information pertaining to the User. This occurs due to the fact that, as part of the Service, the Company may use hosting services for some or all of the Services, resulting in Personal Information being routed to the Company from its production servers. The Company also collect and receive Personal Information relating to Users for the purposes of communication with the Company and the general provision of the Service.

3.2. The Company's Technology provider may also use "cookies" and other tracking technologies to collect Anonymous Information. A "cookie" is a small text file that may be used, for example, to collect information about the User's activity in relation to the Services and it may serve to recall Personal Information previously indicated by a User, such as his/her user ID and password for access to the Service(s). In particular, the Company's technology providers might be using "Flash Cookies" and/or local storage technologies to help users access the Client's accounts seamlessly and save their account settings to their browsers. Do note that most browsers allow controlling cookies, including whether or not to accept them and how to remove them.

4. USE AND DISCLOSURE OF PERSONAL INFORMATION

4.1. the Company only uses and/or discloses the Personal Information of Users for purposes or reasons that are relevant or germane to the provision of the Service.

4.2. The Company may use and/or disclose Personal Information or any information submitted via the Service if The Company has a good faith belief that such use or disclosure is helpful or reasonably necessary to (i) comply with any applicable law, regulation, legal process or governmental request, (ii) enforce the terms and conditions of our services agreement with you, including investigations of potential violations thereof, (iii) detect, prevent, or otherwise address fraud or security issues, or (iv) protect against harm to the rights, property or safety of the Company, its affiliates and shareholders, the Client, Users or the public.

5. SECURITY

5.1. The Company takes reasonable precautions to protect Personal Information from loss, theft, misuse, unauthorized access or disclosure, alteration, or destruction.

5.2. The Company employ physical, electronic, and procedural safeguards to protect Personal Information and it does not store Personal Information for longer than necessary to provide the Service or as permitted by law.

5.3. All Personal Information collected or received is transmitted to the Company in encrypted format.

5.4. The Company's datacenter(s) contain both internal and external servers. Access to the Company's internal server is restricted to pre-approved persons, servers and locations; our external servers can be accessed via the Internet.

6. COLLECTION BY THIRD PARTIES

6.1. The Company may transfer Personal Information to third parties for the purposes described in Section 5 above. In such cases, the Company make commercially reasonable efforts so that such third parties either: (i) subscribe to privacy standards substantially similar to this Policy or agree in writing to commit to such standards; or (ii) are bound by laws providing at least the same level of privacy protection as contained in this Policy.

7. ACCESS

7.1. Because the Company Process Personal Information as a Service provider to the Client, and because the Company might not maintain a direct relationship with any particular User, the Client shall held responsible for providing its Users with access to review the Personal Information held about them, allowing them to correct, amend, or delete any such information which is inaccurate or incomplete. Users should direct any questions and complaints to the Client and in any case not the Company.

8. CHILDREN'S PRIVACY

8.1. The Service is not structured to attract individuals under eighteen (18) years of age ("Children"). The Company does not Process Personal Information of Users it actually knows to be Children.

9. MERGER, SALE, CHANGE OF CONTROL, OR BANKRUPTCY

9.1. In the event that the Company is acquired by, or merged with a third party, or undergoes a change of control, the Company reserve the right to transfer or assign the Personal Information it had collected or received to the transferee or assignee, and such information will become subject to the privacy policy of the transferee or assignee. Should such a sale or transfer occur, the Company will use reasonable efforts to direct the transferee or assignee to use the Personal Information in a manner that is consistent with this Policy.

9.2. In the event of our bankruptcy, insolvency, reorganization, receivership or other similar occurrence, the Company may not be able to control how the Personal Information held by us is treated, transferred, or used.

10. CONTACTING US

10.1. Any inquiries, questions or concerns regarding Leverate's privacy practices or this Policy, may be addressed to: compliance@leverate.com.