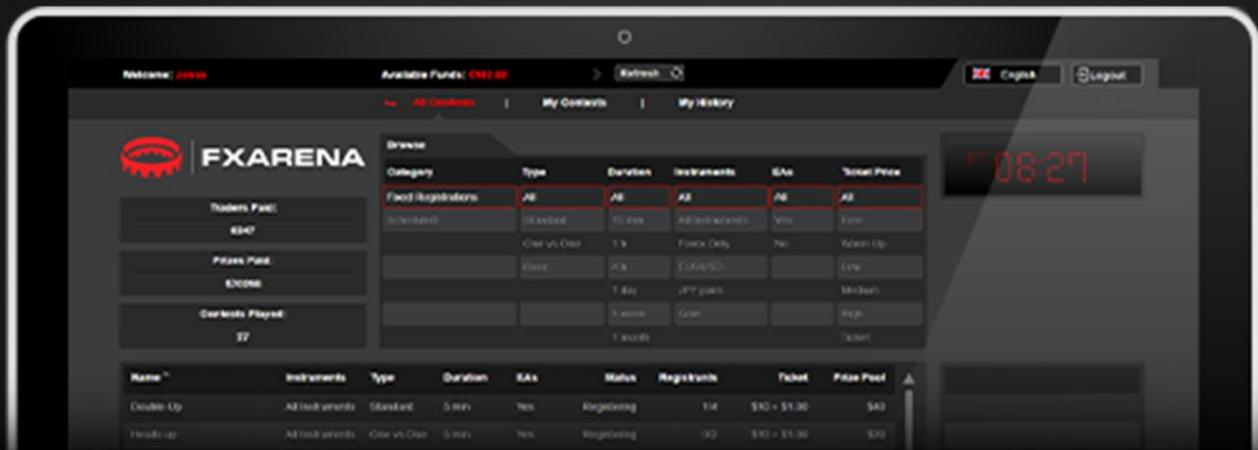


FXARENA



Privacy Policy

www.fxarena.com



Your Privacy is Our Priority

Genius Trading Ltd (“FXARENA”), a Belize registered company under company number 150338 (5 Cork Street, Belize City, Belize), is committed to safeguarding all personal information provided to us by our valued customers. This Privacy Policy describes how we handle and protect personal information we collect from individuals who apply for, or receive, our products and services. The provisions of this notice apply to former as well as current customers.

Why and How We Collect Personal Information:

When you apply for, or maintain, an account with Genius Trading Ltd, we collect personal information about you for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about products and services that may be of interest to you, and providing customer service.

The personal information we collect includes:

- Information you provide to us on applications and other forms, such as your name, address, date of birth and occupation.
- Information about your transactions with us.
- Information you provide to us to verify your identity, such as a passport, or received from other entities not affiliated with Genius Trading Ltd.

Sharing Information:

We may share personal information described above for business purposes, such as servicing customer accounts and informing customers about new products and services, as permitted by applicable law. The information we share for marketing purposes is limited by the information described above, such as name, address and account information.



Sharing Information:

In order to support the financial products and services we provide to you, we may share the personal information described above with third party service providers and joint marketers, not affiliated with us, including:

Financial service institutions (e.g., advisers, dealers, brokers, trust companies and banks) with whom we have joint marketing agreements, such as agreements to market financial services or products that we jointly offer, endorse or sponsor.

Companies under contract to perform services for us, or on our behalf, such as vendors that prepare and mail statements and transaction confirmations or provide [FX Arena](#) data processing, computer software maintenance and development, processing and marketing services. These companies are acting on our behalf.

These companies, acting on our behalf, are required to keep your personal information confidential. Also, we may disclose personal information with non-affiliated companies and regulatory authorities as permitted or required by applicable law. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect our rights or property. Except as described in this privacy policy, we will not use your personal information for any other purpose unless we describe how such information will be used, at the time you disclose it to us, or we obtain your permission to do so.

Accessing and Revisiting Your Personal Information:

We endeavor to keep our customer files complete and accurate. We will give you reasonable access to the information we have about you. Most of this information is contained in account statements that you receive from us and applications that you submit to obtain our products and services. We encourage you to review this information and notify us if you believe any information should be corrected or updated. If you have a question or concern about your personal information or this privacy notice, please contact us.



FXARENA

CARD PROCESSING

Card processing is provided by GSL Genius Services Limited with offices at Makariou & Agias Elenis 36, Galaxias Building, 5th Floor, Office 502, 1061, Nicosia, Cyprus.

REFUNDS AND WITHDRAWALS

We reserve the right to impose withdrawal limits and withdrawal fees in our systems, at any time.

Upon submitting a withdrawal request you may be required to submit documentation as required by applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar rules and regulations applicable to us.

When a withdrawal or refund is performed, we reserve the right (but shall under no circumstances be obliged) to remit the funds to the same remitter from, and by the same payment method through which such funds were initially received by us. In that connection, we reserve the right, at our sole discretion, (a) to decline withdrawals via certain specific payment methods; (b) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/or (c) to require that further documentation be submitted, as required by applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request.

If we are unable to remit the funds, or any partial amount thereof, to the same remitter from, and by the same payment method through which such funds were initially received by us, we reserve the right (but shall under no circumstances be obliged) to transmit the funds via an alternative payment method selected by us, at our sole discretion, in any currency we deem fit (regardless of the currency in which the initial deposit was made). Under these circumstances, we shall not be responsible for any transfer fees or charges charged by the receiver and/or for any currency exchange rates resulting from the payment of such amount.

Withdrawal requests that are accepted and approved by us in accordance with the terms of this Agreement are, in principle, processed within one Business Days following the receipt of the transfer request instructions. The amount to be transferred reduces the balance of the relevant account from which such transfer is to be made, when the transfer request process is concluded. We reserve the right (a) to decline a withdrawal request if the request is not in accordance with the provisions of this Section, or (b) to delay the processing of the request if we are not satisfied with the ancillary documentation submitted with the withdrawal request.

You agree, when we so request, to pay any bank transfer fees incurred when you are withdrawing funds from your account or when funds are refunded by us to your designated bank account. You are solely responsible for the payments details you are providing us with and we do not accept any



responsibility for your funds, if the payment details you have provided to us are incorrect or incomplete. It is also understood that we do not accept any responsibility for any funds that are not directly deposited into our bank accounts.

COMPLAINTS HANDLING PROCEDURES

1.1. As part of our commitment to providing the best possible service to our clients, we uphold effective and transparent procedures for prompt complaint handling for existing and potential retail clients, we maintain records of complaints and measures taken for complaint resolution, in line with Applicable Laws, Rules and/or Regulations.

1.2. We will attempt to deal with your complaint in a prompt and efficient manner. We will follow the procedures outlined below to ensure that your complaint is resolved within a period of thirty (30) Business Days (where possible). Some complaints can be resolved more quickly depending on the facts and the nature of the complaint. If the complaint is more complex and takes longer than thirty (30) Business Days to resolve, we will communicate the reasons for the delay.

1.3. Any complaint or dispute or difference whatsoever between us, must be dealt in accordance with the Complaint Handling Procedures set forth herein and you agree that we shall have the right to resolve any complaint or dispute or difference whatsoever between us in accordance with the Complaint Handling Procedures set forth herein.

How to make a complaint

1.4. Clients who wish to file a complaint must do so in writing and address it to our Complaints Officer, at any time, via email to: complaints@fxarena.com, along with attachments of the documentation as outlined below. All complaints will be handled by the Complaints Officer who will independently and impartially investigate and handle the complaints, according to the procedures set forth herein. All complaints shall be treated fairly, consistently, promptly and with confidentiality.

1.5. The following information and documentation should, wherever possible, be obtained and recorded and provided to the Complaints Officer as part of your complaint, in order to ensure that the complaint is expedited in the most efficient and fair manner: (a) Account Number/User ID; (b) Full name of client; (c) Contact details and address for client; (h) Details of the complaint (including time and date the matter leading to the complaint occurred, the representative(s) involved in the complaint; (i) Nature of the complaint; (j) Remedies sought; (k) Attach any documentation or other material that may assist in the resolution of the complaint (including an initial written response to the allegations by the representative(s) involved).



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1.6. Upon receipt of a complaint, written acknowledgment will be sent to you via email within seven (5) Business Days from the date the complaint was received. This will confirm that we are taking the necessary action needed to resolve the complaint, and will also provide an approximate timescale required in order to do so.

1.7. Once we have completed the complaint's investigation, we will inform you again of the resolution of the complaint via email and provide you a summary outcome of our investigation. Where appropriate, it may also include a final offer of redress. Such email will be marked clearly as the final response.

1.8. We will attempt to send the final response within thirty (30) Business Days of receiving your complaint, or ten (10) Business Days after your acceptance or rejection of any offer of redress (where applicable), whichever comes first. This may not always be possible as sometimes the complexity of the complaint may require more time to investigate fully. We will always abide by regulatory guidelines in relation to a complaint and as such, we will always ensure that complainants are kept informed about their complaint and our activities in response to their complaint.

Monitoring of complaints

We keep detailed records on individual complaints and we maintain an internal register of complaints where all relevant information and progress of each complaint is kept.